



City of Lawton

Lawton Water Authority

Agenda

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Tuesday, May 2, 2023

12:00 PM

Lawton City Hall

Call To Order

Roll Call

Business:

1. Consider extending contract RFPCL18-026 Lake Recreation Sailboat & Landing Operations with Sunken Bridge Yacht Club, a Ground Lease and Non-Exclusive Sailboat Dock Operations lease agreement at Lake Lawtonka with the Lawton Water Authority, for an additional twelve (12) months and authorizing the Chairman and Secretary to execute the required documents.

[23-386](#)

Attachments: [2023.04.11 Recommendation Memo](#)
[RFPCL18-026 Sunken Bridge Yacht Club](#)
[Contract Extension Form SBYC](#)

Adjournment



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 23-386

Agenda Date: 5/2/2023

Agenda No: 1.

ITEM TITLE:

Consider extending contract RFPCL18-026 Lake Recreation Sailboat & Landing Operations with Sunken Bridge Yacht Club, a Ground Lease and Non-Exclusive Sailboat Dock Operations lease agreement at Lake Lawtonka with the Lawton Water Authority, for an additional twelve (12) months and authorizing the Chairman and Secretary to execute the required documents.

INITIATOR: Christine James, Parks and Recreation Director

STAFF INFORMATION SOURCE: Christine James, Parks and Recreation Director

BACKGROUND: The contract RFPCL18-026 Lake Recreation Sailboat & Landing Operations is currently in effect until May 1, 2023. The vendor, Sunken Bridge Yacht Club, has agreed to the contract extension with the same terms, conditions, and process. The Parks and Recreation staff recommends to extend the contract for an additional twelve (12) months. The vendor has met all contract requirements.

EXHIBIT: Department Recommendation, Vendor Extension Form, Contract/Lease Agreement, Specifications, Price Sheet

KEY ISSUES: Does the Lawton Water Authority wish to extend contract RFPCL18-026 Lake Recreation Sailboat & Landing Operations, a Ground Lease and Non-Exclusive Sailboat Dock Operation lease agreement at Lake Lawtonka with the Lawton Water Authority, to Sunken Bridge Yacht Club for an additional twelve (12) months?


FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Extend contract RFPCL18-026 Lake Recreation Sailboat & Landing Operations with Sunken Bridge Yacht Club, a Ground Lease and Non-Exclusive Sailboat Dock Operations lease agreement at Lake Lawtonka with the Lawton Water Authority, for an additional twelve (12) months and authorize the Chairman and Secretary to execute the required documents.



City of Lawton
Parks & Recreation Department
14105 SW 11th St • Lawton, OK 73501
580-581-3400 • 580-581-3437 Fax

MEMORANDUM

To: Justine Guevara, Accountant/Buyer/Contract Administrator
From: Christine James, Parks & Recreation Director 
Subject: Lake Recreation Sailboat & Landing Operations Contract
RFPCL18-026
Date: April 11, 2023

After review and consideration, the Parks and Recreation staff recommends that the **Lake Recreation Sailboat & Landing Operations Contract (RFPCL18-026)** with **Sunken Bridge Yacht Club** that expires on **May 1, 2023** be extended for an additional twelve (12) months.

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES TO: PETE GOLDRING Phone: 580-581-3258	
Date Proposal Typed: February 15, 2018	Date(s) Advertised: February 21, 2018	No Proposals Received After: MARCH 20, 2018 2:00 P.M.	
Proposal Number and Title: RFPCL18- 026 Lake Recreation Sailboat & Landing Operations Requirements-type Proposal: Yes		Proposal valid until:	
Bid Openings are held at Lawton City Hall 3rd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Sunken Bridge Yacht Club Jimmie Smith-Commodore		Reason for No Proposal:	
Mailing Address: P.O. Box 6312			
City: State: Zip: Lawton, OK 73506		Delivery:	
Area Code and Phone Number: 580/678-9337		FAX Area Code and Phone Number:	
Federal Employer Identification Number or Social Security Number 73-1397568			

THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF Oklahoma **COUNTY OF** Comanche, of lawful age, being first duly sworn, on oath says that:

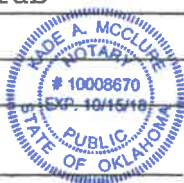
1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Sunken Bridge Yacht Club

Address: P.O. Box 6312

Lawton, OK 73506
(City, State, Zip)

Phone: 580/678-9337



Jimmie Smith
SIGNATURE OF AUTHORIZED AGENT

Jimmie Smith - Commodore
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 18th day of March, 2018.

[Signature]
Notary Public
My Commission expires: Oct 15, 2018

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

GENERAL CONDITIONS FOR SUBMITTING PROPOSALS TO THE CITY OF LAWTON, OKLAHOMA.

**VENDOR – TO ENSURE CONSIDERATION OF THE PROPOSAL,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO
SO MAY RESULT IN THE REJECTION OF YOUR PROPOSAL
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED DOCUMENTS: All proposals and this form must be executed and submitted in a sealed envelope or other sealed container. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE OR CONTAINER.) The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time by which proposals must be submitted in order to be considered and the project number. Proposals not submitted with this form shall be rejected. All proposals are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Proposals will be considered only on first quality products. Copies of specifications, drawings, schedules or special instructions necessary for preparation of a proposal are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF PROPOSAL SUBMISSION:** Proposal documents must contain an original signature of authorized representative in the space provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY VENDOR TO PROPOSAL MUST BE INITIALIZED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO PROPOSAL:** If not submitting a proposal, respond by returning page one (1), marking it "NO PROPOSAL SUBMITTED," and explain the reason in the space provided. Failure to submit a proposal three (3) times in succession shall be cause or removal of the supplier's name from the information mailing list, without further notice. **NOTE:** To qualify as having responded, a vendor must submit a "NO PROPOSAL SUBMITTED," and it must be received no later than the stated proposal opening date and hour.
3. **OBJECTIONS/CHALLENGES:** should a vendor have an objection to or challenge the request, the vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the deadline for submission of proposals. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Request for Proposal. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list, or who have submitted proposals prior to the date and time for proposal submission, will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **PROPOSAL OPENING:** Proposal opening occurs at the time specified on the proposal form. It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not delivered at the proper time and place will not be considered. Proposals by telegram, facsimile or telephone are not acceptable. **NOTE:** Proposals may be examined during normal working hours by appointment, after the date and time of proposal opening. Proposals become the property of the City and are subject to the provisions of the Oklahoma Open Records Act.

5. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn at any time prior to the proposal opening data and time. After proposals are opened, all proposals will be considered firm and valid until accepted or rejected by the City.
6. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Accept any individual item, group of items, all or none, or a combination thereof contained within a proposal.
 2. To modify a suggested project, based upon proposals received.
 3. To reject any and all proposals or waive any minor irregularity or technically in proposals received.
 - b. Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract. The City reserves the right to excerpt portions of proposals and recombine them in any combination, which may then be submitted to prospective vendors as an Invitation for Bid.
7. **ACCEPTANCE OF PROPOSAL:** This document constitutes only the vendor's proposal until it is accepted by the City Council for the City of Lawton and a contract is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision(s), or minor project guideline deviation(s) when considered to be in the best interest of the City.
9. **CHANGES TO PROJECT GUIDELINES:** Proposals are to be submitted in accordance with the project guidelines provided. Any exceptions to the project guidelines must be indicated in the place provided on the specifications page(s) or by separate letter from the vendor, if place is not provided on the specifications page(s). changes in project guidelines reducing the quality, versatility or applicability of the product or service may cause the rejection of the proposal. The City shall make the final determination. Failure to put the City on notice of any deviation from the project guidelines may cause the proposal to be rejected at the discretion of the City.
10. **MISTAKES:** Vendors are expected to examine the project guidelines, delivery schedule, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The vendor must provide information pertinent to items proposed. Complete catalogs are not necessary. If furnished, however, the vendor must identify the exact location in the catalog and circle or identify clearly the item being proposed.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trades name brand names, information and/or catalog numbers listed in project guidelines are for information and are not intended to limit competition. The vendor may offer any brand, which meets or exceeds the specification(s) for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturers' name and model number. Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous proposal will not

satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and should not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the proposal form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample meets project guidelines and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor. If the sample satisfies the project guidelines, the cost of testing shall be borne by the City.
15. **NON-CONFORMANCE TO PROJECT GUIDELINES:** Items may be tested for compliance with project guidelines by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item proposed as a result of this Request for Proposal shall be new (current model at the time of the proposal). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the ordering agency. The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the vendor, or for a reasonable time after notification to the vendor, whichever comes first.
 - d. Provide the vendor with a copy of the carrier's Bill of Landing and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards

19. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon entry into any contract with the City, vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the project guidelines attached hereto and made a part of any proposal submitted or contract awarded; vendor further warrants that same shall be of good material and workmanship and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet project guidelines authorized the City to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting vendor. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, vendor, upon notice thereof from the City, shall promptly correct or replace the same at vendor's expense. If vendor shall fail so to do, the City may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, all such goods will be held at vendor's risk. The City may, and at vendor's direction shall, return such goods to vendor at vendor's risk, and all transportation charges, both to and from original destination, shall be paid by vendor. Any payment for such goods shall be refunded by vendor unless vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Proposals shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The vendor shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the vendor's breach of any agreement entered or the vendor's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the project guidelines, firm fixed prices shall be submitted F.O.B. Lawton at the indicated Department's address and shall include packing, handling and shipping charges fully prepaid by the vendor. Proposal prices shall be valid for a minimum of sixty (60) days from the date of proposal opening, and shall thereafter remain firm for the life of any contract awarded by the City to a vendor.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Vendors are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the proposal or resulting agreement pursuant to the cancellation clause, if one is included as a part of the Request for Proposal, and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated. Proposals which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or which otherwise indicate that prices reflected are infirm

or subject to change, will be deemed non-conforming unless the proposal specifications specifically provide for price escalation. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the vendor.

26. **SUMMARY OF TOTAL SALES:** If any agreement is entered into as the result of the acceptance of a Request for Proposal or any proposal submitted, the vendor agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached project guidelines.
27. **PAYMENT:**
- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated in any agreement entered into as the result of the submission of a Request for Proposal. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting the Request for Proposal shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the vendor wishes to ship or service from a point other than the home office, he will furnish a written list of these locations to the City. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** Any contract resulting from the submission of a Request for Proposal shall be for the quantities actually ordered during the life of the agreement only. Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities actually ordered and delivered. The City reserves the right to purchase none of the product or more than the quantity indicated in the proposal.
 - c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **DISCOUNTS:** Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days'.

29. **CONFLICT OF INTEREST:** The Request for Proposal hereunder is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All vendors must disclose with the proposal the name of any Officer, Director or Agent who is also an employee of the City of Lawton or any of its Agencies or Subdivisions. Further, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The vendor, without exception, shall indemnify and save harmless the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any contract resulting from the submission of this Request for Proposal, including its use by the City of Lawton. If the vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
31. **FACILITIES:** The City reserves the right to inspect the vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, the City shall have the right to terminate any agreement resulting from the submission of this Request for Proposal upon written notice to the vendor without prejudice to any claim for damages or any other right of the City under any agreement resulting from the submission of this Request for Proposal to the time of such termination.
33. **ASSIGNMENT:** No agreement resulting from the submission of this Request for Proposal shall be assigned by the vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the project guidelines, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the entry into any agreement
- a. **General Liability:** The vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.
- b. **Automobile Liability:** The vendor shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the vendor shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by

any regulatory entity with oversight of the vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.

- c. **Workers' Compensation:** The vendor shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the vendor and the City against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be submitted as a part of the proposal and maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds nor Performance Bonds are required unless specifically set forth in the project guidelines attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the project guidelines, proposals filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. This amount will be retained by the City as damages in the event the successful vendor fails to comply with the terms of any agreement entered into as a result of this Request for Proposal, but shall in no way pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful vendors within a reasonable time after the acceptance of a proposal, and to the successful vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a Performance Bond is required under the project guidelines, the successful vendor must, prior to the entry into any agreement, post the bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. The Bidder's Bond posted will be returned to the successful vendor upon posting of the Performance Bond and completion of any additional requirements for execution of any agreement by the vendor. The Performance Bond will be released or returned to the vendor, as appropriate after satisfactory completion of the contract and the performance period as stated in the project guidelines attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.

- a. Vendor specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or

discovered by due diligence on the part of the vendor prior to submission of the proposal and the City Council's acceptance thereof.

- b. When time is not of the essence, this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Vendor agrees, in connection with the performance of work under any agreement entered as a result of this Request for Proposal, as follows:

- a. Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under any agreement entered into as a result of this Request for Proposal.
- c. In the event of the vendor's non-compliance with the above non-discrimination clause, any agreement entered into as a result of this Request for Proposal may be terminated by the City. The vendor may be declared by the City until satisfactory proof of intent to comply is made by the vendor.

38. **DISTRIBUTION OF CONTRACT:** One (1) copy of any agreement entered into as a result of this Request for Proposal or award letter shall be furnished to each successful vendor as a result of this Request for Proposal. It shall be the vendor's responsibility to reproduce and distribute copies of any agreement entered into as a result of this Request for Proposal to all distribution points listed in this Request for Proposal who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to any agreement entered into as a result of this Request for Proposal by the vendor.

39. **ADVERTISING:** In submitting this proposal, vendor agrees not to use the results therefrom as a part of any commercial advertising.

40. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under any agreement entered into as a result of this Request for Proposal may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
- b. Any such termination shall be effected by the delivery to the vendor of a notice of termination specifying the extent to which performance of work

and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.

- C. After receipt of a notice of termination, the vendor shall stop work and/or place no further orders under any agreement entered into as a result of this Request for Proposal on the date and to the extent specified in the notice of termination.

41. **VENUE:** Any agreement entered into as a result of this Request for Proposals shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items for which the City solicits bids or proposals are on the Oklahoma State Contract. The City is eligible to purchase from the State contract and will check the prices on the State contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. No agreement entered into as a result of this Request for Proposals may be modified except in writing and signed by both parties.
44. **SURVIVAL OF TERMS:** All terms, conditions, specifications, and requirements set forth in this Request for Proposals shall survive the execution of and become a part of any agreement entered into unless specifically deleted in writing and signed by both parties to the agreement.
45. **ENERGY SAVINGS:** Oklahoma is an energy conservation State, and we welcome any comments on your proposal that would indicate energy savings. Energy savings will be considered on all proposals where project guidelines call for Life Cycle Cost Analysis.

PROPOSAL TO THE CITY OF LAWTON FOR LAKE RECREATION SAILBOAT OPERATIONS

INTRODUCTION

Sailing is the art of guiding a craft through nature's fundamental elements: the wind and water. It is a supremely challenging and yet relaxing experience. Since the 1960's the Sunken Bridge Yacht Club in partnership with the City of Lawton has offered this unique experience on the beautiful green waters of Lake Lawtonka rimmed by the ancient and majestic Wichita Mountains. The SBYC by this document proposes to continue that partnership.

OPERATOR'S QUALIFICATIONS

The Sunken Bridge Yacht Club was incorporated in 1971 as an Oklahoma nonprofit corporation with the express purpose of encouraging the pursuit of sailing as a recreational activity and competitive sport - to teach the rules of sailing, water safety, and to engender a spirit of sportsmanship among its members and within the Lawton community. Since 1966 the club has continuously leased a parcel from the City of Lawton at Lake Lawtonka and introduced many families to the challenges and pleasures of sailing.

The club officers [Commodore, Vice Commodore, Secretary, Treasurer, and Rear Commodore] constitute the governing body, the Board of Governors which has all general authority to manage the affairs of the club, regulates the conduct of

its members and make commitments for capital expenditures. Any major change in policy or amendments to the Constitution is subject to review, and/or disapproval by a vote of the active membership. Membership is open to all individuals who are owners or supporters of the sport of sailing. Persons interested in sailing or participating in club events but who do not own a sailboat may become members without boat storage. Attached to this proposal is a copy of the Constitution including the Bylaws and Fee Schedule. One of the officers has been a member of the club for over 30 years, some over 10 and many over 5. This longevity has provided valuable institutional knowledge about city regulations, long term goals, and boat safety. The club has sponsored club races, cookouts and social events that have educated members about sailing and safety. Club members have regularly participated in Hobie Catamaran regattas across the Division 14 area and across the nation that have sparked attendance at our own regatta, the Oklahoma Championships and have introduced sailors to southwest Oklahoma's great sailing opportunities.

DEVELOPMENT AND MANAGEMENT APPROACHES

Since its beginning the club has made many physical improvements on the leased land including grading, landscaping, erection of picnic pavilions and privacy fences, graveling of the access road and trailer parking area, utility connections to include additional RV electrical connections; tree, shrub, and flower

plantings, beach restoration, erosion control and construction of sailing equipment storage facilities. Many of the improvements have been made in cooperation with other entities: cove dredging, enlargement and riprapping with the city of Lawton; construction of floating cruiser docks with individual members and boat ramp construction and south beach sea wall and storage structure construction with Cameron University.

The chief management approach for the club has always been to effect the maximum benefit for sailing enthusiasts. This has resulted in an emphasis in beach and lake access; safety and sailing education, and boat storage. Many of the club sailboats by design are not equipped with motors. With a prevailing southwest wind during sailing season the skippers of these boats must tack briskly and accurately across the wind to make their way onto the main body of the lake. The yacht club's reserved beaches make this maneuver possible and safe. Ensuring that all powerlines to the club are buried has prevented accidents with the stepping (raising and lowering) of sailboat masts. Regular beach maintenance and enforcing policies that keep the beaches free of obstacles and maintaining an up-to-date boat ramp have made easy access possible. Regular floating dock repair and cove dredging have guaranteed members a safe and convenient way to store their sailboat without having to step their masts and trailer their boats after each sail.

The leasing of trash dumpsters with regular pickup has insured a means to keep the club trash free.

The club in the last few years has had a member volunteer to keep the grounds mowed regularly using club purchased mowers. The club has two riding lawnmowers and several push mowers and weed eaters for members to use in order to maintain the grounds and mow under their own boats and trailers. Club regulations require members to regularly mow and maintain their individual dry slips and if the slips are not maintained club officers are authorized to charge members for such mowing. During sailing season the club leases porta pottys for members use. Twice a year the club holds workdays where members may earn credit on their dues for attending and working on grounds and various maintenance needs. Over the years the wild and drouthy western weather has presented the club with repair challenges to pavilions, floating docks, cove access and sailing vessels. The club has steadfastly met these challenges.

Future plans for club grounds improvement include continuing maintenance on the club sea walls, beaches, boat ramp and rip rap, picnic pavilions, outbuildings and maintenance of the cove for access to wet slips. Wet slip, boat ramp and dock repair is currently in progress after storm damage. The club's approach to camping has always emphasized short-term stays with limited facilities, and our bylaw fee schedules provide details for reimbursing the club

for electric charges. Out of town sailboat racers in our Hobie Regattas pay a daily lake fee. The club's bylaws also allow for the purchase of city boating permits by the club at member expense for those who fail to comply with licensure regulations.

RANGE OF SERVICES

Safe and easy lake access for both cruiser and daysailer owners and safe and accessible dry and wet slips for boat storage have been the fundamental services of the club. In addition regular maintenance and upkeep have preserved and improved the physical side.

The Sunken Bridge Yacht Club has sponsored and been able to provide an excellent venue for Hobie Division 14 regattas for over 30 years. Hobie Division 14 covers a multistate area including Texas, Arkansas, Kansas, and Louisiana. Participants at the annual Hobie regatta at Lake Lawtonka include participants from as far away as south Texas, Kansas, Arkansas, Iowa and Colorado. Participants and visitors alike praise the beauty of the lake, the dependable wind, and the efficiency of the club race organizers. The Hobie Association has formed a youth sailing division to promote sailing to younger members.

Over the years Fort Sill, Altus Air Force Base and Shepherd Air Force Base military personnel have taken advantage of the club to sail and store their sailboats. Sailing is an international sport and as soldiers and airmen cycle through their

station assignments they have sought out our club not only to store their boats but to meet with local sailing community to share their sailing experiences and locate local boats for sale.

ABILITY TO IMPLEMENT THE PLAN

The officers and members of the Sunken Bridge Yacht Club bring years of sailing experience and history to the operation of the yacht club. While members of the club have resigned and moved on there remains a solid core of officers and members who are long-term Lawton area residents, club members, and active contributing participants in the community. New members are added each year. The club's approach is one of maximum service to sailors with minimum cost. Realizing that lake access, boat storage and safety are prime considerations, the officers collect adequate dues to run and maintain a quality facility, but without the consideration of earning a profit. The rainy day fund allows a resource for unexpected emergencies.

FINANCIAL CONSIDERATION/NET ECONOMIC IMPACT

The long history of the Sunken Bridge Yacht Club attests to its financial management skills. It has continually maintained the process of collecting dues from members and expanding funds for improvements and maintenance. The officers have conceived and consummated partnerships with the City of Lawton

and community groups that have ever sought to make sailing out of the club safe, convenient and an educational experience. Participation by club membership in regular regattas with the Hobie Cat Association has not only brought business to area hotels, restaurants and other retailers, but served to publicize the beauty of Lake Lawtonka and its surroundings across the region. Medicine Park, Meers, and the Wichita Mountains Wildlife Refuge are all notable attractions which regatta participants have enjoyed. The clubs leadership is always flexible and willing to work with the city to achieve maximum recreational potential while complying with all regulations.

While the city must of course recognize and evaluate the fiscal impact of the club site, it is critical to remember that the club provides the only open access area for sailboats at the lake where sailboats can safely be launched and stored. The approval of this proposal by the Sunken Bridge Yacht Club will guarantee to Lawton citizens a safe, low-cost, nonpolluting recreational activity that cannot be measured by a count of dollars alone.

SUNKEN BRIDGE YACHT CLUB

PO Box 6312

Lawton, OK 73506

March 17, 2018

TO: City Of Lawton
Attn. Legal Dept.
City Hall
Lawton, OK

RE: Worker's Compensation and Automobile
Coverage for Sunken Bridge Yacht Club

Ladies/Gentlemen:

The Sunken Bridge Yacht Club possesses no owned automobiles and therefore has no need for automobile coverage. We also have no employees and have no intention of hiring anyone. Therefore, we have no workers compensation policy.

Should these facts change at any time during our lease, we will immediately obtain coverage and supply the City with a certificate of insurance. We have presented a certificate for Commercial General Liability, Marine General Liability and Regatta coverage for your files.

If you require any further information, please contact me at the above address or at my personal telephone: 580/678-9337.

Best Regards,



Jimmie Smith
Commodore



CERTIFICATE OF LIABILITY INSURANCE

SUNKBRI-01

SPADUCH

DATE (MM/DD/YYYY)

05/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gowrie Barden & Brett, Inc. 70 Essex Road Westbrook, CT 06498	CONTACT NAME: Jessica G. Martinez	FAX (A/C, No): (860) 399-3696
	PHONE (A/C, No, Ext): (860) 399-3635	E-MAIL ADDRESS: jessicam@gowrie.com
INSURED Sunken Bridge Yacht Club, Inc. P. O. Box 6312 Lawton, OK 73502	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Pacific Indemnity Company	NAIC # 20346
	INSURER B : Federal Insurance Company	20281
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		35395063	05/27/2017	05/27/2018	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					Liquor Liab \$ 1,000,000
	OTHER:					
A	AUTOMOBILE LIABILITY		35395063	05/27/2017	05/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Marine GL		7312440	05/27/2017	05/27/2018	1,000,000
B	P&I Regatta		7312441	05/27/2017	05/27/2018	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

City of Lawton
Parks & Recreation Dept.
1405 SW 11th Street
Lawton, OK 73501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S. Carter Gorman

Sunken Bridge Yacht Club, Inc
PO Box 6312
Lawton, OK 73506

CONSTITUTION

ARTICLE I – NAME AND PURPOSE

Section 1. The name of this organization shall be the Sunken Bridge Yacht Club, Inc. However, the letters SBYC may be officially used to designate the organization, its divisions, or members thereof. The club is incorporated under the laws of the State of Oklahoma as a non-profit corporation.

Section 2. The purpose of this organization will be to encourage the pursuit of sailing as a recreational activity and as a competitive sport, to teach the rules of sailing and water safety, to engender a spirit of sportsmanship among its members, their families, and within the community.

ARTICLE II - MEMBERSHIP

Section 1. All applications for membership, together with all fees, will be submitted to the Board of Governors for approval. If the applicant is approved by a majority of the Board, the applicant will be admitted to the membership. Each membership includes the applicant's immediate family living in the home and/or students enrolled in school.

Section 2. The number of active and social members will be limited by the existing facilities, as determined by the Board of Governors, and if the Board will limit applications under this provision, then all applications received will be filed and acted upon at some later date in the order of filing.

Section 3. MEMBERSHIP CLASSIFICATIONS

- A. Active Members - Members who are owners, in whole or part, of sailboats and supporters of the sport. Co-owners of sailboats will have separate active memberships. Each active member will have full voting privileges, use of the SBYC facilities and a slip when available.

Section 4. When referring to voting and/or approval action, in subsequent portions of the Constitution, the term "active membership" is construed to mean current active member. In the case of a family, each spouse will be a member but the family may cast only one (1) vote. If the spouses cannot agree, each spouse may cast a one-half vote. At their option, a family may acquire two memberships upon payment of all initiation fees and dues in which event each spouse may have a full vote.

ARTICLE III - FISCAL YEAR

The fiscal year of SBYC will be from January 1 to December 31.

ARTICLE IV – QUORUM

Section 1. A majority of the members of the Board of Governors will constitute a quorum for the purpose of conducting business at Board meetings.

Section 2. Attendees of general membership meetings shall provide a quorum for the conduct of SBYC business at any quarterly or annual meeting, providing a majority of the Board of Governors is present and written notification was mailed to all members two (2) weeks prior to the meeting date.

ARTICLE V - AMENDMENTS

Amendments to this constitution may be proposed at a regularly scheduled meeting of the Board of Governors, but may only be adopted at a subsequent meeting, thereof by a majority of the active membership, providing that 2 weeks' notice of the proposed amendment(s) has been mailed to the full membership. A majority of active membership may also alter, amend, or adopt new articles at any quarterly or annual meeting properly called providing that two (2) weeks' notice of the proposed amendment(s) has been mailed to the full membership. The membership will be notified of all amendments within thirty days after adoption.

ARTICLE VI - OFFICERS

Section 1. The officers of the SBYC and members of the Board of Governors will consist of: Commodore, Vice Commodore, Treasurer, Secretary, Rear Commodore.

Section 2. The Commodore shall preside at all SBYC meetings. Responsibilities include being chairman of the Board of Governors and appointing such committees as are required and will be ex-officio member of all committees.

Section 3. The Vice Commodore will assist the Commodore, preside in his absence, and assume the office and title of Commodore in the event of a vacancy from any cause in that office. The Vice Commodore will be responsible for all general coordination and planning of the SBYC race schedule and special club races, the preparation of sailing instruction, and for committee boat organization and equipment (buoys, signal flags, stopwatch, etc.) and will make arrangements for the procurement of trophies. He/She will appoint all protest committees.

Section 4. The Treasurer follows the Vice Commodore in the order of succession. Responsibilities include collecting all dues and assessments and rendering a financial statement or report at all Board meetings, quarterly and annual meetings. The Treasurer shall have records available for audit at the end of the year. The Board of Governors must approve all expenditures in excess of \$200.00. He/She shall be responsible for the processing of all membership

applications, insuring that all members are furnished with a copy of the Constitution/By-laws, and membership lists as appropriate.

Section 5. The Secretary will be responsible for all correspondence of the SBYC. The Secretary will insure a newsletter is published and mailed to all members twice a year. The Secretary will maintain minutes of all meetings and a copy of the By-laws. He/She will be responsible for social activities, SBYC publicity, including posting of the newsletter, and maintain and post reservations for use of the facility.

Section 6. The Rear Commodore will be responsible for maintenance of all facilities to include new construction, and to organize and supervise all work sessions. He/She may appoint assistants to help in the performance of the duties.

Section 7. The Immediate Past Commodore will assist the Board of Governors in the operation of the SBYC, as an advisor to the Board. He/She will be regatta Chairman for all invitational and open regattas.

ARTICLE VII - ELECTION OF OFFICERS

Section 1. Officers shall be elected each year at the annual meeting in January. No member shall be eligible for nomination as an officer of the SBYC who has not been an active member for at least three months preceding the date of taking office.

Section 2. A nomination committee consisting of the Board of Governors shall prepare a slate of active member nominees for the election of officers to be elected during the annual meeting. The Secretary shall mail each member a notice of the proposed slate two weeks prior to the annual meeting. During the annual meeting, additional active member nominations may be named from the floor.

Section 3. No member of the SBYC shall hold two offices simultaneously.

Section 4. Officers shall be elected by secret ballot of the active membership in good standing. A plurality of votes cast shall be sufficient for election. Voting members unable to attend the meeting may vote on the nomination committee's report by absentee ballot delivered to the Commodore and signed by the member prior to the election date.

Section 5. If for any reason an office is vacated and succession is not covered by this document, the Board of Governors will fill the position with a qualified active member.

Section 6. Impeachment of officers may be initiated by any active member at a Board of Governors meeting or a general meeting. The officer involved and the active membership shall be notified of the hearing date two (2) weeks prior by the Secretary. A quorum of majority of the active membership must be present at the hearing. To be removed from office, two-thirds of the quorum must vote in favor of the impeachment.

ARTICLE VIII - MEETINGS

Section 1. The meetings of the SBYC shall be held each year during the month of January and as set by the Board with 2 weeks' notice to active membership.

Section 2. The Board of Governors will be notified a week in advance and shall meet quarterly at a time and place established by the Commodore. The Chairman of any active committee(s) shall also attend the meetings. Any member may also attend these meetings.

ARTICLE IX - BOARD OF GOVERNORS

Section 1. The Board of Governors shall have all general authority to manage the affairs of the club, regulate the conduct of its members, make commitments for capital expenditures by the SBYC, and do all things, which a Board of Governors might do for a Corporation. Any change in policy or amendment to the Constitution will be subject to review, and/or disapproval by a vote of the active membership at a following general membership meeting of the SBYC.

Section 2. No member of the Board of Governors, by reason of his membership, shall be liable to any member or guest for any negligent act or omission of the SBYC, and such member of the Board of Governors shall in no way be construed as an agent of the club for any purpose whatsoever.

ARTICLE X - PARLIAMENTARY AUTHORITY

Roberts Rules of Order, Newly Revised, most recent edition, will govern any provision not covered by the By-laws of SBYC and be the parliamentary authority for the club.

ARTICLE XI - COLLECTION OF DUES AND FEES

Section 1. Fees and charges are on the Fee Schedule. (Attached)

Section 2. The Board will review and propose changes, according to need, at a general membership meeting.

Section 3. Dues are payable on or before the Annual Membership Meeting. If the annual dues are not paid by March 1st, the member will be dropped from the SBYC and he/she will be notified by registered mail to remove their boat from the club area.

When a member's dues become delinquent for a period of ninety (90) days, the Treasurer shall notify the member in writing, addressed to the address shown on the records of the SBYC. If the delinquency is not corrected in ninety (90) days of said notice, the Board may suspend the membership. A suspended member loses all club privileges and must pay his debt to the SBYC or face automatic expulsion. Any subsequent application by a terminated member will be treated as one of a new applicant, provided the terminated member pays all delinquencies plus dues for all months between termination and the date of reinstatement.

If a delinquent member requests some form of payment help the Board of Governors may elect, on a case by case consideration and by majority vote allow the active member to retain a "good standing" by adhering to an agreed upon payment schedule. Full payment of dues will not extend past the current fiscal year.

In the event of dues in arrears by a member, the Board of Governors has the option of using any legal means necessary to collect dues in arrears including but not limited to, filing and foreclosing a lien on the member's property stored at the SBYC to compensate the club.

Section 4. The Board of Governors shall keep a "Rainy Day Fund" in the sum of \$3,000.00 beginning in the fiscal year 1989-1990. These funds are to be used as emergency funds for the club and not monthly obligations. Only by a unanimous vote of the Board (present at any Board or general meeting) may these funds be spent in part or whole. A separate account will be maintained for these funds and will require two signatures for any withdrawal. If the Board spends any or part of the monies, the account will be reimbursed by the end of the following fiscal year.

ARTICLE XII - DISSOLUTION OF THE CLUB

Upon dissolution of the SBYC, all disposable assets will be sold and the proceeds thereof donated to a non-profit charitable organization selected by the membership prior to dissolution.

ARTICLE XIII - BY-LAWS

The club shall establish By-laws, which regulate the conduct of members and use of the club premises by members, their families and guests. Said By-laws shall be published and distributed to members. The Board of Governors or general membership at any regular meeting may amend the Bylaws as set out in the Constitution.

Section 1. The club assumes no responsibility for or liability for the acts of its members or guests. Any member using SBYC property or craft(s) for SBYC use is responsible for the repair of any damages inflicted by the member.

Section 2. All members and guests must be familiar and comply with USCG, State, and local rules and regulations.

Section 3. All non-swimmers must wear USCG approved life vests while on the water. It is recommended and encouraged by the SBYC to wear personal flotation devices to conform with city, state, and Coast Guard regulations.

Section 4. Swimming is allowed at the club. There will be NO DIVING OR JUMPING from any dock, wall, or berm. A violation of the rule could be grounds for removal from the SBYC. Any swimming in the cove area is subject to "All boats have the right of way". No children will be allowed to swim at the SBYC without parent or adult guardian present and all minors 12 and under will wear a USCG approved life vest when playing in and near the water.

Section 5. First Aid will be available at all SBYC sponsored sailing activities.

Section 6. United States Yacht Racing Union (USYRU) rules as modified by the race committee shall apply at all SBYC sponsored races.

Section 7. It shall be the responsibility of the member to notify the Secretary and Treasurer of any change in address or membership status.

Section 8. Slip spaces are a privilege, not a part of the membership. Parking spaces for boats and trailers will be marked on the cable immediately in front of the space with the member name. Spaces will not be more than 10' wide and a member may not change spaces without the permission of the Rear Commodore. Four tie-down points are at each slip and the boats MUST BE TIED DOWN. Nylon is recommended as it has some "give".

Section 9. The Rear Commodore or his designate is given the authority to move ANY boat for the safety of the boat and/or the good of the SBYC. Such move may be made by whatever means are necessary.

Section 10. Parking of vehicles in such a manner that hinders approach to any ramp or beach area is not permitted with the exception of launching or recovering a boat. Parking of vehicles in common recreation areas utilized by the membership shall be restricted as indicated with appropriate signage.

Section 11. Wetslips are limited to a total of 12 in the existing cove. Wetslips are for active sailboats only. The member must use the slip only for the boat he or she owns. If a member with a wetslip does not use the wetslip for their own boat within 1 fiscal year for the purpose of sailing, the member forfeits all rights to the wetslip. The member must remove the boat within 2 weeks after receiving notice. A wetslip is not a storage space for an unused boat. The decision whether the boat or the wetslip is unused, will be made by the Board of Governors or by a majority vote of all active members in good standing. If a member knows that he or she will not actively use the slip for the sailing season, the member must contact the board so another member may be permitted to actively use the wetslip to the end of the fiscal year or other agreeable date. In the following fiscal year the wetslip may be rented to the next active member on the wetslip waiting list. A boat in the wetslip must be properly secured. Any changes among boats in wetslips must be communicated in writing to the Commodore or Rear Commodore so the Board may keep up with these changes. Subleasing a wetslip is not permitted.

Section 12. The Commodore shall keep a waiting list for wet slip spaces. It will be on a first-come basis. All requests shall be in writing to be put on the waiting list.

Section 13. No docks will be permitted in the cove without the approval of the Board of Governors and if approved they will be constructed to specifications established by the Board.

Section 14. Use of the club facilities for a member's private parties is allowed with approval and reservations by the Secretary/Social Chairman. The member is responsible for cleaning the

area after the party. If the SBYC has to clean up the site, used by the member, the member will be billed for the cost of such clean up.

Section 15. Camping, whether by camping trailers, motor homes, tents or other means shall be available to any SBYC Active Member in areas designated by the Board and indicated by appropriate signs. Camping may be for no more than fourteen (14) days on the club grounds at any one time or without express permission of the Board. Campers may not reserve areas during regatta weekends. Campers may fill their water tanks or containers without charge. Hook-ups to the club's water lines will be allowed if it does not interfere with other members' usage. Air-conditioners are not to be left running while the members are not on the SBYC grounds for more than 24 hours. A fee of \$20.00 per day will be charged to members for unattended campers with air conditioners running. Campers hooked up to any electrical outlets for more than (10) days a year will be charged according to the fee schedule.

Section 16. All boats must display current state and city registration to remain parked in their slip. City tags must be on the boats **before May 1**. After May 1, the club will purchase city tags and the cost of the tags and a \$25.00 administration fee will be charged to the member. All campers on SBYC property must also have current state tags displayed.

Section 17. No boat will remain unattended on any beach area for more than 48 hours.

Section 18. Multiple boat ownership may result in increased monthly dues. As long as there is adequate storage a member may keep up to three (3) sailboats at SBYC, with written approval from the Board, provided space is available. No member may occupy more than one wet slip out of the three. In the event dry slips reach a 95% occupancy level an existing member with the most boats or on a first-in/first-out basis must remove boats as directed by the Rear Commodore.

Section 19. Members are required to mow their slips a minimum of once a month or as needed at the discretion of the Board during the months of April to October.

Section 20. Fishing from the docks is not permitted.

Section 21. Club members motorized watercrafts will not be allowed to beach or be in the cove area unless in use for regatta purposes, instructional purposes for sailing or an emergency situation such as accidents or impending inclement weather. No imposition to sailing craft is permitted. Motorized watercrafts must be anchored or moored only south of the concrete ramp or north of the north pavilion beach. They will be launched quickly and operated away from the area. No wake within 100 feet of the beach areas.

Section 22. No fire pits will be allowed on the beach areas. Only established fire pits will be allowed to contain open fires.

Section 23. No member will have guests on site without being in attendance or give their key to non-members for use of the club facility.

Section 24. All members and their guests are required to conform to the provisions of the Constitution, By-laws and such rules of conduct as are adopted by the SBYC.

Section 25. Any member guilty of violation of club rules or good conduct may be suspended or expelled from the club upon recommendation of the Board of Governors or by a majority vote of all active members in good standing.

Section 26. Shoreline access is permitted to non-members. Boats with fishermen have access to the cove. Members will adhere to shoreline access laws set forth by the City of Lawton.

(Revised Feb. 2017)

Sunken Bridge Yacht Club, Inc
PO Box 6312
Lawton, OK 73506

Fee Schedule

1. Active members with a dry slip shall pay dues at the rate of \$250.00 annually. Active members without a slip shall pay dues at the rate of \$130.00 annually. Active members with a wet slip shall pay dues at the rate of \$400.00 annually
2. Anyone seeking any type of membership will pay \$50.00 initiation fee plus dues.
3. If the active member participates in at least one (1) of the two (2) annual workdays he/she will be given a credit of 30.00 in the billing cycle the workday occurred. In the event a member is unable to attend either workday he/she may contact the Rear Commodore for a work assignment to fulfill workday attendance
4. Use of club facilities for a member's private parties is allowed with member approval and reservations by the Secretary. The member is responsible for cleaning the area after the party. If the SBYC has to clean up the site used by the member, the member will be billed \$50.00 as an administration fee.
5. Members are required to mow their slips. Failure to do so will result in SBYC mowing the members slip and a \$25.00 administration fee will be applied to the member's fee.
6. Active members who hook up to any electrical outlets for more than ten (10) days a year will be assessed a flat rate of \$150.00.
7. Dues are non-refundable and non-transferable.

(Revised Feb. 2017)

LEASE AGREEMENT
with the
SUNKEN BRIDGE YACHT CLUB, INC.

This Lease Agreement (hereinafter "Agreement") is made and entered into this the 26th day of June, 2018, by and between the Lawton Water Authority, a public trust, and the City of Lawton, Oklahoma, a municipal corporation and sole beneficiary of said public trust (hereinafter jointly referred to as "Lessors"), and the Sunken Bridge Yacht Club, Inc., an Oklahoma corporation (hereinafter called "Lessee").

WITNESSTH

WHEREAS, Lessors own, operate and maintain the Lake Lawtonka dam, reservoir and adjacent lands in Comanche County, Oklahoma, for municipal water supply, for public recreation, and for other municipal purposes, inclusive of the real property identified as the "Premises" and more particularly described herein below; and

WHEREAS, Lessors desire to continue operation and maintenance of a sailing yacht club upon the Premises for the use and enjoyment of interested citizens of the City of Lawton and Fort Sill community and surrounding areas and therefore solicited competitive requests for proposals from interested parties for that purpose; and

WHEREAS, upon consideration of Lessee's submitted proposal, Lessors made award to Lessee for use of the Premises for a sailing yacht club under the terms and conditions provided in this agreement:

NOW, THEREFORE, in consideration of the terms, conditions, grants and mutual covenants hereinafter set forth, Lessors and Lessee agree as follows:

1. **Habendum.** Lessors do hereby lease, convey and grant unto the Lessee the right and privilege to establish, maintain and operate a sailing yacht club with related activities upon certain lands adjacent to the waters of Lake Lawtonka (hereinafter designated and referred to as the "Premises") described as follows, to wit:

Commencing at the N.E. Corner, N.W. Quarter (NW 1/4), Section 8, T-3N, R-12-W,

I.M., Comanche County, Oklahoma; Thence N88°55'37"W a distance of 1032.45 ft.; Thence S09°47'37"E a distance of 1164.5 ft.; Thence S80°12'23"W a distance of 65.0 ft. to a point on the West R/W Line of S.H. No. 58, This being the point of Beginning; Thence S09°47'37"E along said R/W a distance of 537.4 ft.; Thence Southeasterly on a curve to the left having a radius of 5794.58 ft. a distance of 220.57 ft.; Thence S87°47'23"W a distance of 370.236 ft.; Thence N26°41'44"W a distance of 829.842 ft.; Thence N88°12'23"E a distance of 610.0 ft. to the point of Beginning containing 8.43 acres more or less;

to have and to hold same, together with all improvements thereon, SUBJECT to all present and future building restrictions, zoning laws, regulations, utility easements, prior or subsequent reservations or conveyances of mineral interests and to all existing oil and gas leases of record; and PROVIDED, Lessee accepts the Premises, and all improvements thereon, in its condition "AS IS" and without warranty as to habitability or fitness for use.

PROVIDED FURTHER, Lessee shall have no right or power to encumber the Lessors' title in and to the Premises or any residual or remainder interest therein. Lessee shall not create, permit or allow any encumbrance, lien, mortgage, security interest or other charge against the Premises or any part thereof. At Lessee's sole expense and without notice or demand from Lessor, Lessee shall immediately cause any such encumbrance, lien, mortgage, security interest or other charge to be discharged, released and removed.

2. Lease term. The term of this lease agreement will be a period of five (5) years, commencing on the 1st day of May 2018, and terminating on the 1st day of May 2023.

3. Rental payment. Lessee agrees to pay Lessors, for the use and possession of the Premises during the term of this agreement, annual rent as set forth herein: (i) for year one of the lease term [May 1, 2018 – May 1, 2019], the sum of One Thousand Seven Hundred and Fifty Dollars, (\$1,750.00); (ii) for year two of the lease term [May 1, 2019 – May 1, 2020], the sum of One Thousand Eight Hundred Two Dollars and 50/100, (\$1,802.50); (iii) for year three of the lease term [May 1, 2020 – May 1, 2021], the sum of One Thousand Eight Hundred Fifty Six Dollars and 58/100, (\$1,856.58); (iv) for year four of the lease term [May 1, 2021 – May 1, 2022], the sum of One Thousand Nine Hundred Twelve Dollars and 27/100, (\$1,912.27); and (v) for year five of the lease term [May 1, 2022 – May 1, 2023], the sum of One Thousand Nine Hundred Sixty Nine Dollars and 64/100, (\$1,969.64).

4. Payment Date. Rental payment due dates shall be May 1st of each year of the lease term. Rental payments shall be made payable to the Lawton Water Authority, a public trust. Lessee shall timely make each payment without requiring any invoice or demand from Lessors.

5. Use of Leased Premises. Lessee shall use the Premises to encourage the pursuit of sailing as a recreational activity and as a competitive sport, to teach rules of sailing and water safety and to engender a spirit of sportsmanship among its members, their families, and within the community. Lessee shall conduct its operations of the Premises to serve the requirements of the general public in a manner that provides maximum use of the recreational facilities situated at Lake Lawtonka for fishing, hunting, boating and other authorized recreational uses, insofar as public health and sanitation requirements respecting the public water supply will permit. Lessee shall not use or permit the Premises to be used for any other purposes without first obtaining the prior written consent of Lessors. Lessee will not expand or increase the uses, above listed without similar prior written consent. Any changes or expansion of use must be authorized by a written amendment to this Agreement, approved by the governing bodies of Lessors.

6. Operational Requirements. Lessee may maintain no more than 75 dry slips and 15 wet slips. All vessels on the Premises must display current permits. Lessee shall not construct or maintain any fence or permanent structure with the exception of a boat ramp or boat docks, within twenty five (25) feet of the high water line of Lake Lawtonka or otherwise cause public access to the shoreline on the Premises to be restricted from the adjacent shoreline or from the waters of the reservoir.

7. Utilities. Lessee shall maintain needed utilities servicing the Premises in its own name and at its sole expense.

8. Repair and Maintenance. At its own cost and expense, Lessee shall keep, maintain and repair the Premises and the improvements thereon in a clean, safe, wholesome, and sanitary condition, free of trash, garbage, or other obstructions, and shall keep all vegetation growing on the Premises mowed and trimmed. Lessee accepts the buildings and improvements and any equipment in their existing condition and state of repair, to include

the existing electrical systems, plumbing systems and HVAC systems. Lessee assumes sole responsibility for the repair, maintenance and replacement of same at its own expense, including any structural repair and maintenance of same.

9. Alterations. Lessee may from time to time make alterations, additions, replacements or modifications of the improvements upon the Premises at Lessee's sole expense. Prior to the commencement of any such project, Lessee shall submit plans and specifications therefore to Lessors and obtain Lessors' written consent. In the event Lessors fail to approve or deny Lessee's request for such projects within sixty (60) days after Lessee's submittal of all plans and specifications therefore, Lessors shall be deemed to have consented to the project. All such work shall be performed in workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of any structure or other improvements on the Premises. All such projects shall comply with the Lawton Building Code to include any requirement for obtaining building permits, inspections and certificates of completion or occupancy. Upon completion of any such project, all structures, facilities or other improvements so installed, constructed, erected or affixed to the realty shall become part of the Premises and the property of the City of Lawton upon the termination or expiration of this Agreement.

10. Inspection of the Premises. Lessors reserve the right and may from time to time, enter upon the Premises at reasonable times and without prior consent of Lessee for any municipal or other legal purpose, to include but not limited to: inspection for compliance of this Agreement or Lawton City Code; making surveys; conducting tests; installing, maintaining, repairing or removing utilities or other municipal facilities. In addition, upon identification of any condition which Lessors reasonably deem a threat to public health or safety, Lessors may order the Premises immediately closed. Upon notification that Lessee caused such condition or otherwise allowed or permitted such condition to exist upon the Premises, Lessee shall immediately and diligently undertake to correct the offending condition to Lessors' satisfaction.

11. Termination and Expiration. In addition to the Agreement expiring at the end of the lease term, the Agreement may also be terminated in the following situations:

- a. Either Lessors or Lessee may terminate this Agreement for convenience, with or without cause, by giving the other party sixty (60) days written notice. Upon termination, any rental payment for the then-current annual lease year shall be prorated and Lessors shall refund to Lessee the pro-rated portion of any pre-paid annual rental payment for the remainder of the unexpired lease year.
- b. When a party is in default, the non-defaulting party may terminate this agreement in accordance with the provisions in Paragraph 12 below.

Upon termination or expiration of this Agreement, Lessee shall peacefully quit, surrender and vacate the Premises in as good as a condition as existed at the commencement of this Agreement, usual and ordinary wear and tear excepted. Additionally, Lessee shall remove or otherwise dispose in a manner satisfactory to Lessors all personal property belonging to the Lessee located on the Premises. In the case of termination, Lessee shall remove or dispose of all such personal property by not later than the date of termination specified in the written notice. In the case of expiration, Lessee shall remove or dispose of all such personal property within thirty (30) of the date expiration of this Agreement. Should Lessee fail to remove or dispose of its property as herein provided, Lessors may consider such property abandoned and may dispose of the same at Lessee's expense or may retain same at Lessors election.

12 Default, Remedy and Waiver. Should Lessee fail, neglect, or refuse to comply with any provision of this Agreement, Lessors may exercise all rights and remedies they may have in law or equity, both jointly or individually, to enforce the terms hereof. Such rights and remedies include, but are not limited to, Lessors performing or causing to be performed any act or satisfying any obligation required of Lessee under this Agreement and, in such event, Lessee shall immediately reimburse Lessors for the cost thereof upon written demand. PROVIDED, Lessors shall have no obligation or duty to perform such acts or to satisfy such obligation of Lessee. Upon violation by Lessee of the terms of this Agreement, Lessors shall give written notice to Lessee specifying the violation and a reasonable date not to exceed

thirty (30) days by which it shall be cured. Lessee must, without delay or excuse, absolutely correct the defect or violation on or before the date specified by Lessors. Failure of the Lessee to do so shall be grounds for immediate termination of this Agreement without further notice or delay. No waiver of default by Lessors or Lessee of any terms, covenants or conditions hereof to be performed, kept or observed by Lessee or Lessors shall be constructed to be or act as a waiver of any subsequent default or violation of any terms, covenants or conditions herein contained.

13. Liability Insurance. Lessee shall, at its own expense, obtain, and keep in force at all times during this Agreement public liability insurance naming the Lawton Water Authority and the City of Lawton, Oklahoma, as co-insured. Insurance policies shall be issued by a reputable insurance company duly licensed to do business in the State of Oklahoma, and shall protect against all liabilities and accidents arising from Lessee's use and occupation of the leased premises and Lessee's operation of the facilities located thereon. Public liability insurance shall be in the following amounts:

\$100,000.00 each person;

\$1,000,000.00 each accident; and

\$25,000.00 property damage.

Lessee shall furnish and deliver to Lessors a copy of such insurance policy, or certificates of insurance, within ten (10) days from the date of the execution of this Agreement and annually thereafter and upon Lessors' request. Certificates evidencing such Insurance must specifically state that such insurance shall not be changed or cancelled without at least ten days prior notice to Lessors.

14. Applicable Law.

- a. Lessee specifically covenants and agrees to abide by all ordinances, rules and regulations of the City of Lawton, Oklahoma, applicable to Lake Lawtonka that are now in effect or may hereinafter be adopted. Further, Lessee agrees to fully comply with the requirements of this Agreement and all health and sanitation requirements of the City-County Health Department of Comanche

County, Oklahoma, and all applicable state and federal statutes and regulations.

- b. Any failure on the part of Lessee to comply with the ordinances, laws, rules, and regulations of the above-named governmental authorities shall be deemed an item of default and grounds for termination of this Agreement.
- c. The terms of this Agreement will be governed by the laws of the State of Oklahoma. Venue for any dispute arising from this Agreement will be the State District Court of Comanche County, Oklahoma.

15. Indemnification. Lessee covenants and agrees, at its expense, to pay, and to indemnify and save the Lessors harmless from and against any and all claims, damages, expenses, liabilities and taxes (of any character or nature, regardless of by whom imposed), losses of every conceivable kind, character and nature whatsoever (including, but not limited to, claims for loss or damage to any property or injury to or death of any person) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the leased premises or the condition, occupancy, use, possession, conduct or management of, or any work done in or about the leased premises. Lessee also covenants and agrees, at its expense, to pay and to indemnify and save the Lessors harmless from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand, and the Lessee, upon notice from the Lessor, covenants to resist and defend against such action or proceeding on behalf of Lessors.

16. Assignments and Subleases. Lessee shall not assign, sublease, subcontract, transfer or convey any interest or rights granted by this Agreement without the express and prior written consent of the Lessors' governing bodies. The Lessee must be the operator of the Yacht Club. Any document by which an interest in the leased premises is granted to another person or organization shall indicate that the person or organization acquiring the interest takes subject to the terms of this Agreement. Lessors may prescribe any additional conditions to such an assignment or transfer that they deem appropriate.

17. Notices. All notices, demands, requests or other communications to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to be sufficient for all purposed and to have been properly given or sent:

a. If intended for Lessee, by mailing by registered or certified mail, return receipt requested, with the postage prepaid or by overnight delivery, addressed to Lessee at: PO Box 6312, Lawton, OK 73506.

b. If intended for Lessors, by mailing by registered or certified mail, return receipt requested, with the postage prepaid or by overnight delivery, addressed to Lessors at: 212 SW 9th Street, Lawton, OK 73501.

The point of contact for the Lessors for purposes of coordinating activities, insuring compliance with the terms of this Lease and for all other purposes will be the City's Parks and Recreation Director or their designee.

18. Nondiscrimination and Facilities Accessible By The Disabled. The Lessee shall not discriminate because of race, religion, color, sex, age, disability or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general membership or public. In addition, Lessee shall not discriminate against any employee or applicant for employment, if any, because of race, color, religion, sex, age, disability or national origin.

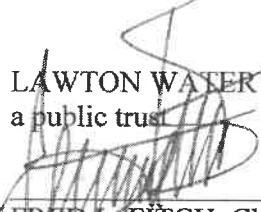
Lessee shall ensure that access to the Premises and the facilities located thereon to individuals notwithstanding any physical disability or other handicap. Such individuals shall have full and equal enjoyment of the club and its activities in the most integrated setting possible, except where the individuals may pose a direct threat to the health and safety of others which cannot be reasonably accommodated.

19. Merger. This Agreement contains all the covenants, agreements, stipulations and provisions agreed upon by said parties, and no agent or employee of either party to this Agreement has any authority to alter or change the terms hereof, except as provided herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.

IN WITNESS WHEREOF, the Lawton Water Authority, a public trust, and the City of Lawton, a municipal corporation, Lessors herein, and the Sunken Bridge Yacht Club, Inc., Lessee herein, have caused this Agreement to be duly executed on the day and year first hereinabove written.

LAWTON WATER AUTHORITY,
a public trust

ATTEST:


FRED L. FITCH, Chairman


TRACI L. HUSHBECK, Secretary

CITY OF LAWTON, OKLAHOMA,
a municipal corporation

ATTEST:


FRED L. FITCH, Mayor


TRACI L. HUSHBECK, City Clerk

APPROVED as to form and legality on behalf of the Lawton Water Authority and the City of Lawton only, this 26th day of June, 2018.


CITY ATTORNEY

SUNKEN BRIDGE YACHT CLUB, INC.

ATTEST:


SECRETARY


PRESIDENT/LESSEE

REQUEST FOR PROPOSAL (RFP)
LAKE RECREATION SAILBOAT LANDING OPERATIONS
RFPCL18-026

The City of Lawton is soliciting a request for proposal for the Recreation Sailboat Landing Area operations at Lake Lawtonka, currently known as the Sunken Bridge Yacht Club.

Potential Operators are requested to provide a proposal that will detail the operational plan for a sailboat recreation area that would be implemented during the terms of the agreement.

The Operator is restricted from operating a concession or retail sales from the leased area.

The Operational Plan would include, but not be limited to, the operator qualifications, a proven track record to perform services and the range of services provided at the lease site as it relates to sail boating, and other types of recreational and educational programs and events operations.

The Operational Plan proposal must have a proposed site development and management plans that should address the approach for future improvements and renovations of the area and facilities to include the time frame for implementation and how the leased area will be managed.

The Operator must have the ability to maintain the lease area.

The Operator must have the ability to implement and manage the leased operation. The Operator must state in their proposal an annual lease payment not less than \$1,750.00 per year.

The final agreement with the City shall be for a term of 5 years with no automatic renewal and shall include provision for an annual rent increase of 3% based on the previous year's lease payment.

The City of Lawton will determine the qualification of the operators through evaluation of the operator's capabilities as outlined in their proposals based on the conditions set forth in the lease agreement.

The Operation Lease Agreement award will be considered for the operator who amasses the highest point total in the categories outlined below. The maximum number of base points are 100:

Evaluation Criteria	Weighting
Proposal Presentation	5
Operators Qualifications	10
Development and Management	25
Ranges of Services	25
Ability to Implement Plan	25
Financial Consideration/Net Economic Impact	15
TOTAL POINTS	100

The Operator shall furnish all personnel, parts, material, equipment, tools, supplies, and services in accordance with terms and conditions as stated in the Lease Agreement. The Operator is an Independent Contractor and not an agent or representative of the City of Lawton.

A proposal conference will be held at City Hall 2nd Floor Conference Room, 212 SW 9th St, Lawton, OK 73501 at 10:00 a.m., Wednesday 28th February, 2018.

All bids must be received by 2:00 p.m., Tuesday 13th March, 2018 in the City Clerk's offices, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

Exhibit A is the proposed ground lease agreement that set forth the conditions, terms, and insurance requirement.

Proposal Number: RFPCL18-026

Proposal Title: LAKE RECREATION SAILBOAT LANDING OPERATIONS

Vendor Name: Sunken Bridge Yacht Club

(please complete above information)

Proposal Price Sheet

(must be completed and returned with the proposal)

Item	Description	INITIAL ANNUAL RENT
1	LAKE RECREATION SAILBOAT LANDING OPERATIONS	\$1750.00

**Any detailed questions about this contract, please contact
JACK HANNA at (580) 581-3400.**

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature

**DISCLAIMER: The City of Lawton reserves the right to accept or reject any
or all bids.**

CONTRACT EXTENSION FORM

CONTRACT TITLE: Lake Recreation Sailboat & Landing Operations
CONTRACT NUMBER: RFPCL18-026

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to May 1, 2024, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 12th day of April, 2023.

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche
I, Jimmie Smith (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Sunken Bridge Yacht Club

Address: P.O. Box 141

Medicine Park, OK 73557
(City, State, Zip)

Phone: 580-678-9337

Jimmie Smith
SIGNATURE OF AUTHORIZED AGENT
Jimmie Smith, Treasurer
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 12th day of April, 2023.

Tina Standridge
Notary Public



Commission expires: 10.22.23

City of Lawton, Oklahoma
A Municipal Corporation

ATTEST:

CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the _____ day of _____, 20____

CITY ATTORNEY

Lawton Water Authority

Stanley Booker, CHAIRMAN

ATTEST:

CITY CLERK