



City of Lawton

City Council

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

Agenda

Wednesday, April 16, 2025

2:00 PM

Lawton City Hall
Wayne Gilley Auditorium

Meeting Called to Order with Invocation and Pledge of Allegiance

"Official action can be taken only on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Council may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Council may refer the matter to the City Manager or the City Attorney. The Council may also refer items to standing committees of the Council or a board, commission, or authority for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

Roll Call

Business Items

1. Consider approving the Record Plat for Oak Ridge Part 2A, accepting the public water, sanitary sewer, street and drainage improvements; the maintenance bond; and the performance bond for the completion of said improvements.

Adjournment

The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

[MEET_FOOT]

Item Title:

Consider approving the Record Plat for Oak Ridge Part 2A, accepting the public water, sanitary sewer, street and drainage improvements; the maintenance bond; and the performance bond for the completion of said improvements.

Initiator: Christine James, Director

Information Source: Kameron Good, Planning - Senior Planner

Background:

Oak Ridge Addition, Part 2A is located on the northeast corner of SW 67th Street and SW Bishop Road containing approximately 17.25 acres. The current zoning is R-1 Single-Family Dwelling District. The developer is The Oaks Development Co. and the consulting engineer is Hendrick Engineering.

The City Planning Commission conditionally approved the construction plat on June 24, 2021. The City Council conditionally approved the construction plat on July 13, 2021. The construction plat was not finished within the required two years, so it was taken back through the review and approval process. On December 12, 2024, the City Planning Commission conditionally approved the construction plat. On January 14, 2025, the Lawton City Council approved the construction plat for Oak Ridge Addition, Part 2 A, subject to 7 conditions.

Inspections have been completed by Public Utilities on all public improvements and they have provided the conditions listed on the attached punch list in the Exhibit. In addition to the punch list items, as-built record drawings will need to be submitted and approved prior to the release of the performance bond by the City Council. The estimated cost of the remaining conditions is \$32,200.00. A performance bond has been submitted for 125% of the cost, which is \$41,500.00. The time period for performance shall not exceed one hundred eighty (180) days. The approved construction cost for water and sewer was \$279,051.40 and the approved construction cost for streets and drainage was \$437,774.80. The Public Improvement Maintenance Bond in the amount of \$107,523.93, which is 15% of the total construction costs, is a 2-year maintenance bond for the improvements. The developer has paid the required inspection fees of \$15,256.53, \$1,950.00 for fee in lieu of park, and street sign fees of \$344.00.

The City Planning Commission met on April 10, 2025, and recommended approval with a vote of 6-0.

Correlation to the True North Statement:**Exhibit:**

Oak Ridge Part 2A Record Plat
Inspection Punchlist
Maintenance Bond
Performance Bond
Bond Riders

04.10.2025 CPC Minutes

Key Issues:

None

Funding Source:

N/A

Staff Recommended Council Action:

Approve the Record Plat for Oak Ridge Part 2A, accepting the public water, sanitary sewer, street and drainage improvements; the maintenance bond; and the performance bond for the completion of said improvements.

ATTACHMENTS:

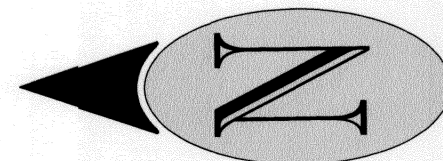
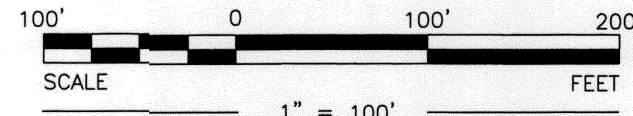
1. PLAT
2. OAKS PUNCHLIST (2)
3. Bonds
4. Bond Rider 101461774
5. Bond Rider 101461775
6. 04.10.2025 CPC Minutes

FINAL PLAT OF OAK RIDGE ADDITION, PART 2-A
A PART OF THE WEST 1/2, SECTION 4, T1N, R12W, I.M.
CITY OF LAWTON, COMANCHE COUNTY, OKLAHOMA

MONUMENT PLAN:

- SET #4 IRON PIN IN CONCRETE
- FND. #4 IRON PIN IN CONCRETE
- FND. #4 IRON PIN

NOTE: SET #4 IRON PIN AT EACH CORNER OF EACH LOT



ID	BEARING	DIST.
L-01	N60°32'07"E	50.00'
L-02	N09°16'46"W	28.89'
L-03	N74°20'03"E	28.28'
L-04	N29°20'03"E	50.00'
L-05	N15°39'57"W	28.28'
L-06	N74°20'03"E	28.28'
L-07	N15°32'07"E	28.28'
L-08	S60°32'07"W	29.08'
L-09	S49°58'31"E	60.00'
L-10	N83°06'47"E	28.89'
L-11	S15°32'07"W	28.28'
L-12	S29°27'53"E	50.00'
L-13	S74°27'53"E	28.28'
L-14	N74°27'53"W	28.28'
L-15	S15°32'07"W	28.28'
L-16	S13°42'16"E	27.36'

ID	RADIUS	LENGTH	CH. BEARING	CH. DIST.	DELTA	T	D
CS-1	325.00'	176.98'	S44°56'05"W	174.80'	31°12'04"	90.75'	17.63'
CS-2	800.00'	105.88'	S33°07'32"W	105.80'	7°34'58"	53.02'	7.16'
CS-3	800.00'	43.39'	S38°28'15"W	43.39'	4°04'29"	28.46'	7.16'
CS-4	325.00'	133.97'	S41°16'26"E	133.02'	23°37'06"	67.95'	17.63'

ID	RADIUS	LENGTH	CH. BEARING	CH. DIST.	DELTA	T	D
C-01	350.00'	144.28'	N41°16'26"W	143.26'	23°37'06"	73.18'	16.37'
C-02	830.00'	64.82'	N31°34'18"E	64.81'	4°28'29"	32.43'	6.90'
C-03	770.00'	18.94'	S39°19'12"W	18.94'	1°24'34"	9.47'	7.44'
C-04	300.00'	123.67'	S41°16'26"E	122.79'	23°37'06"	62.72'	19.10'
C-05	770.00'	124.73'	S33°58'29"W	124.59'	9°16'52"	62.50'	7.44'
C-06	355.00'	13.65'	S30°26'10"W	13.65'	2°12'13"	6.83'	16.14'
C-07	355.00'	159.05'	S44°22'22"W	157.72'	25°40'12"	80.88'	16.14'
C-08	355.00'	20.62'	S58°52'17"W	20.61'	3°19'39"	10.31'	16.14'
C-09	295.00'	130.94'	N47°49'09"E	129.87'	25°25'57"	66.57'	19.42'

ID	STREET NAME	BEARING	DIST.
LS-1	OAK GROVE ROAD	S29°27'53"E	160.00'
LS-2	SUMMER OAK LANE	S29°27'53"E	160.00'
LS-3	HERITAGE OAK ROAD	S29°20'03"W	15.35'
LS-4	HUNTINGTON OAK ROAD	S60°39'57"E	160.00'
LS-5	NATIVE OAK LANE	S60°39'57"E	50.00'
LS-6	OAK LEAF PLACE	N60°32'07"E	45.00'

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENT:

That The Oaks Development Inc. hereby certifies that they are the owner of and the only person or entity having any right, title, or interest in and to the land shown on the said final plat of OAK RIDGE ADDITION, PART 2-A, a final plat of part of the West 1/2, Section 4, T1N, R12W, I.M., Comanche County, Oklahoma and being more particularly described as follows:

Beginning at the Northernmost Corner of Lot Ten (10), Block Three (3), OAK RIDGE ADDITION, PART 1B to the City of Lawton, Comanche County, Oklahoma;
Thence N 60°32'07"E along the North line of the recorded plat of OAK RIDGE ADDITION, PART 1B a distance of 50.00 feet;
Thence N 29°27'53"W a distance of 279.30 feet;
Thence Northwesterly on a tangent curve to the left having a radius of 350.00 feet and a chord bearing and distance of N 41°16'26"W and 143.26 feet for an arc distance of 144.28 feet;
Thence N 53°04'59"W a distance of 89.53 feet;
Thence N 09°16'46"W a distance of 28.89 feet;
Thence Northeasterly on a non-tangent curve to the left having a radius of 830.00 feet and a chord bearing and distance of N 31°34'18"E and 64.81 feet for an arc distance of 64.82 feet;
Thence N 29°20'03"E a distance of 235.95 feet;
Thence N 74°20'03"E a distance of 28.28 feet;
Thence N 29°20'03"E a distance of 50.00 feet;
Thence N 15°39'57"W a distance of 28.28 feet;
Thence N 29°20'03"E a distance of 206.85 feet;
Thence N 74°20'03"E a distance of 28.28 feet;
Thence S 60°39'57"E a distance of 110.00 feet;
Thence N 29°20'03"E a distance of 86.42 feet;
Thence N 60°32'07"E a distance of 624.42 feet;
Thence N 29°27'53"W a distance of 110.00 feet;
Thence N 15°32'07"E a distance of 28.28 feet;
Thence N 60°32'07"E a distance of 124.07 feet;
Thence N 29°27'53"W a distance of 60.00 feet;
Thence S 60°32'07"W a distance of 29.08 feet;
Thence N 29°27'53"W a distance of 414.55 feet;
Thence S 70°00'00"W a distance of 243.31 feet;
Thence S 60°00'00"W a distance of 240.01 feet;
Thence S 50°00'00"W a distance of 261.91 feet;
Thence S 14°04'58"W a distance of 484.52 feet;
Thence S 29°20'03"E a distance of 590.88 feet;
Thence S 56°00'43"E a distance of 180.51 feet;
Thence Southwesterly on a non-tangent curve to the right with a radius of 770.00 feet and a chord bearing and distance of S 39°19'12"W and 18.94 feet for an arc distance of 18.94 feet;
Thence S 49°58'31"E a distance of 60.00 feet;
Thence N 83°06'47"E a distance of 28.89 feet;
Thence S 53°04'59"E a distance of 89.53 feet;
Thence Southeasterly on a tangent curve to the right with a radius of 300.00 feet and a chord bearing and distance of S 54°16'26"E and 122.79 feet for an arc distance of 123.67 feet;
Thence S 29°27'53"E a distance of 79.30 feet;
Thence S 15°32'07"W a distance of 28.28 feet;
Thence S 29°27'53"E a distance of 50.00 feet;
Thence S 74°27'53"E a distance of 28.28 feet;
Thence S 29°27'53"E a distance of 110.00 feet to the Point of Beginning;

Containing 17.25 acres, more or less.

They further certify that they have caused the same to be surveyed and platted into lots, blocks, streets, and easements as shown on the said final plat, which said final plat represents a correct survey of all property included therein under the final plat of OAK RIDGE ADDITION, PART 2-A.

They further certify that they are the owner of and the only person, firm, or corporation who has any right, title, or interest to the land included in the above mentioned final plat and they do hereby dedicate all street, utility and drainage easements as shown on said final plat to the use of the public, for public drainage and utilities for their heirs, executors, administrators, successors and assigns forever and has caused the same to be released from all encumbrances.

In witness whereof we, the undersigned have cause this instrument to be executed this _____ day of _____, 2021.

ATTEST: _____ RON NANCE OWNER

OWNERS' NOTARY

State of Oklahoma
County of Comanche

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____.

Witness my hand and notarial seal the day and year last above written.
My commission expires: _____

Notary Public
Commission Number _____

CERTIFICATE OF COUNTY TREASURER

I, Rhonda Brantley, do hereby certify that I am the duly elected, qualified, and acting County Treasurer of Comanche County, State of Oklahoma; that the tax records of said County show all taxes are paid for the year 2021 and prior years on the land shown on the the final plat of OAK RIDGE ADDITION, PART 2-A, a final plat of part of the West 1/2, Section 4, T1N, R12W, City of Lawton, Comanche County, State of Oklahoma; that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of the current year's taxes.

IN WITNESS WHEREOF said County Treasurer has caused this instrument to be executed at Lawton, Oklahoma in Comanche County, State of Oklahoma, this _____ day of _____, 2021.

County Treasurer - Barbara Burk

SURVEYOR'S CERTIFICATE

I, R. Alan Hendrick, a licensed Professional Land Surveyor in the State of Oklahoma, hereby certify that the final plat of OAK RIDGE ADDITION, PART 2-A, a final plat of part of the West 1/2, Section 4, T1N, R12W, City of Lawton, Comanche County, State of Oklahoma, represents a careful survey thereof made under my supervision and that all of the monuments shown hereon actually exist and their positions are correctly shown.

R. Alan Hendrick P.L.S. No. 1647

SURVEYOR'S NOTARY

State of Oklahoma
County of Comanche

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____.

Witness my hand and notarial seal the day and year last above written. My commission expires: _____

Notary Public
Commission Number _____

LAWTON CITY PLANNING COMMISSION APPROVAL

I, Pat Henry, Chairman of the CPC for the City of Lawton, County of Comanche, State of Oklahoma, hereby certify that the commission duly approved the final plat of OAK RIDGE ADDITION, PART 2-A on this _____ day of _____, 2021.

Attest:

Secretary _____ Chairman _____

CERTIFICATE OF CITY CLERK

I, Traci Hushbeck, City Clerk of the City of Lawton, State of Oklahoma, hereby certify that I have examined the records of the city and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land as shown on the final plat as OAK RIDGE ADDITION, PART 2-A, except:

on this _____ day of _____, 2021.

City Clerk

CERTIFICATE OF COUNTY CLERK

I, Carrie Tubbs, County Clerk of the County of Comanche, State of Oklahoma, do hereby certify that this a true and correct copy of a like instrument as appears on record in this office on this _____ day of _____, 2021.

This instrument was filed on this _____ day of _____, 2021 at _____ and duly recorded in Book _____, Page _____.

Comanche County Clerk

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the City Council of the City of Lawton, Oklahoma, that the dedications shown on the attached final plat of OAK RIDGE ADDITION, PART 2-A are hereby accepted.

Adopted by the Board of the City Council of the City of Lawton, Oklahoma, this _____ day of _____, 2021.

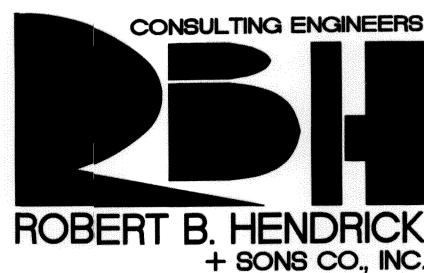
Approved by the Mayor of the City of Lawton, Oklahoma this _____ day of _____, 2021.

Mayor

Attest:

City Clerk

THIS INSTRUMENT WAS FILED ON THIS _____ DAY OF _____, 2021 AT _____ () AND DULY RECORDED IN BOOK _____, PAGE _____



CITY OF LAWTON PUNCH LIST				
PAGE	1	OF	1	DATE MARCH-25-2025
PROJECT:	RON NANCE (THE OAKS)			
CONTRACTOR:				
INSPECTED BY:	JOE CASTILLO			
Item	Location	action required	Int.	Date
1	SOUTH EAST END	CONCRETE CRACK IN ROAD NEEDS FIXED		
2		THE WHOLE NEW ROAD THROUGHOUT THE SITE NEEDS JOINT SEALANT INSTALLED		
3		FIRE HYDRANTS NEED TO BE PAINTED RED SOME ARE REALLY FADED OUT.		
4		CRACKS IN CURB & GUTTER NEED TO BE FIXED.		
5		ALL MANHOLES NEED TO BE A MINIMUM OF 6" ABOVE GRADE.		
6		CONTINUITY TEST ON TRACER WIRE WATER & SEWER.		
7		MAKE SURE UTILITY EASEMENT IS GRASSED.		
8		ALL LOTS NEED TO BE STAKED OUT.		
		MAKE SURE ALL VALVES ARE CENTERED IN VALVE BOX AND STRAIGHT AN EITHER FLUSH WITH GROUND OR NO TALLER THAN 2 INCHES		
9		MAKE SURE ALL FIRE HYDRANTS HAVE 18" FROM THE GROUND LEVEL TO THE CENTER OF THE FRONT BIG STEAMER FOR FIRE DEPARTMENT TOOL CLEARANCE.		
10				

MERCHANTS
BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101461774

That Brentwood Development LLC

1 SW 11th Street, Suite 180 of Lawton, Oklahoma
as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Lawton 212 SW 9th Street Lawton, OK 73501
in the penal sum of One Hundred Seven Thousand Five Hundred Twenty-Three Dollars and Ninety-Three Cents
(\$107,523.93) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 3rd day of April, 2025.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Oak Ridge Part 2A

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of Two years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of Two years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Brentwood Development LLC

Principal

By 

Ron Nance

President

Approved _____

Merchants National Bonding, Inc.

By _____

By 

Michael Towe, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Michael Towe

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of April, 2025.



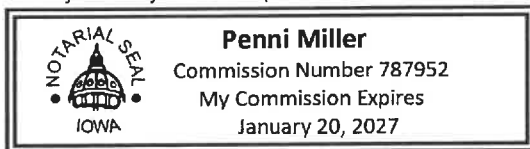
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of April, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of April, 2025.



William Warner Jr.
Secretary

MERCHANTS
BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

PUBLIC IMPROVEMENT BOND

Bond No.: 101461775

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Brentwood Development LLC as
Principal, and Merchants National Bonding, Inc. (hereinafter called the Surety) are
held and firmly bound unto the City of Lawton 212 SW 9th Street Lawton, OK 73501
as Oblige, in the penal sum of Thirty-Three Thousand Two Hundred Dollars and No Cents
dollars (\$33,200.00), lawful money of the United States to the payment of which sum
well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs,
executors, and administrators, and the said Surety binds itself, its successors, assigns, executors
and administrators, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above
bounden Principal received permission to perform certain work associated with the
Oak Ridge Part 2A
project, Project Number: Oak Ridge Part 2A

WHEREAS, the above bounden Principal has agreed to furnish all material and labor
necessary for installation of the following improvement(s):
Street and Utilities for Oak Ridge Neighborhood Part 2A

ALL such improvements to be completed in accordance with specifications used by the
Oblige for like improvements and to the approval and acceptance of the Oblige.

NOW, if the Principal shall in all respects fulfill this said obligation according to the terms
thereof, and shall satisfy all claims and demands incurred for same and shall fully indemnify and
save harmless the Oblige from all costs and damages which it may suffer by reason of failure
to do so and shall fully reimburse and repay the Oblige all outlays and expenses which it may
incur in making good any such default, then this obligation is to be void and of no effect;
otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day of
April, 20 25.

Brentwood Development LLC

Principal

By

Ron Nance

President

Merchants National Bonding, Inc.

By

Michael Towe, Attorney-in-Face

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Michael Towe

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

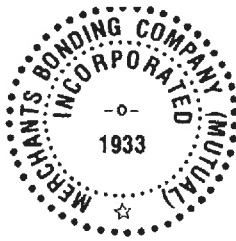
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes, any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of April, 2025.



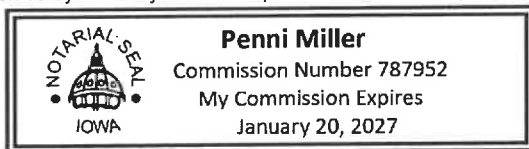
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of April, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of April, 2025.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

ENDORSEMENT

It is hereby understood and agreed that Bond No.: _____

Principal: _____ ,

Obligee: _____

in the _____ , is changing this bond effective _____

FROM:

TO:

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this _____ day of _____ , _____

By _____

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

ENDORSEMENT

It is hereby understood and agreed that Bond No.: 101461775

Principal: Brentwood Development LLC, 1 SW 11th Street, Suite 180, Lawton OK 73501

Obligee: City of Lawton 212 SE 9th Street, Lawton OK 73501

in the Merchants Bonding Company (Mutual)
Merchants National Bonding, Inc., is changing this bond effective 4/8/2025

FROM:

Oak Ridge Part 2A

and

Bond Amount of \$33,200

TO:

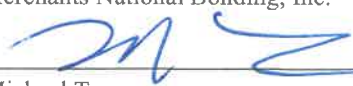
The Public Improvement Bond in the amount of \$33,200.00 is a performance bond for the items on the punch list for Oak Ridge Part 2A. The bond has been increased to \$41,500.00. The time period for performance shall not exceed one hundred eighty (180) days.

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 11th day of April, 2025

Merchants Bonding Company (Mutual)
Merchants National Bonding, Inc.

By


Michael Towe
Attorney-In-Fact

SUP 0018 (2/15)



CITY PLANNING COMMISSION

WAYNE GILLEY AUDITORIUM

April 10, 2025

Minutes of the City Planning Commission meeting held April 10 2025, in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

The agenda for the meeting was posted on the bulletin board in City Hall in compliance with the Oklahoma Open Meeting Act.

The meeting was called to order at 1:30 p.m. by David Denham.

ROLL CALL

MEMBERS PRESENT

David Denham
Ron Jarvis
Joan Jester
Deborah Jones
Allen Smith
Michael Logan

MEMBERS ABSENT:

Melissa Busse (excused)
Darren Medders (excused)

ALSO PRESENT:

Christine James, Director of Planning
Christina Ryans-Huffer, Recording Secretary
Garrett Lam, Assistant City Attorney
Kameron Good, Senior Planner
Robert Burns, Planner I
Cindy Augustine, City of Lawton Real Property Coordinator
Dewayne Burk, Deputy City Manager
Kim McConnell, Lawton Constitution
Ron Nance, Oak Development, LLC
Jason Wells, Insight Commercial Real Estate
Matina Davis

The meeting has established a quorum and was posted according to the Oklahoma Open Meeting Act, 25 O.S. 301-314.

OLD BUSINESS

None

NEW BUSINESS

1. **Consider approving the minutes from the regular scheduled meeting from March 13, 2025.**

Motion by Smith, Second by Logan to approve the minutes from the regular scheduled meeting from March 13, 2025 as written **Aye:** Jarvis, Jester, Jones, Smith, Logan, Denham **Nay:** None **Motion Passed 6-0**

2. **Consider approving the Record Plat for Oak Ridge Part 2A, accepting the public water, sanitary sewer, and streets improvements, accepting the performance bond for minor incomplete improvements, accepting the maintenance bond for the public improvements and accepting the as-built drawings for the public improvements.**

Good stated good afternoon, Kameron Good with the Planning Department. This is Oak Ridge Part 2A. This is just north of the existing subdivision. It is going to extend up by the lake. Roughly 17.25 acres currently zoned R-1 Single-Family Dwelling District. The Developer is the Oak Development Company and the consulting Engineers is Hendrick Engineering. The Construction Plat was conditionally approved June 24, 2021 by the Planning Commission and July 13, 2021 by the City Council. It was brought back through the process December 12, 2024 through the Planning Commission and January 14, 2025 to Council with 7 conditions. The improvements there still is a punch list for incomplete items that's what the Performance Bond is for \$41,500.00.00. The construction cost for the water and sewer was \$279,051.40. The streets and drainage was \$437,774.80. The Public Improvement Maintenance Bond will be good for 2 years, it's \$107,523.93. This is the Record Plat for this Part 2A. The As-Built drawings are being reviewed by Public Utilities. They can't complete their review until their punch list is complete but we do have the Performance Bond for incomplete items. I'd be happy to answer any questions.

Denham asked there is 22 lots on this?

Good responded 18. The numbers you are seeing is an extension of the Lot numbers from the other portion of the Plat.

Jones asked do you have any idea when this punch list is going to be done?

Nance responded yes we are working right now Deborah. We've got some of the items complete. I would anticipate have it done within 30 days. The biggest item is sealing the streets and we want to do all, everything else before we seal it so that sealant is done at the end and that will be the last thing we wrap up. It's just a matter for the people from Oklahoma City how long it takes them to do it.

Denham asked any other questions? Hearing none I'll entertain a motion.

Motion by Smith, Second by Logan to recommend the City Council to the Record Plat for Oak Ridge Part 2A, accepting the public water, sanitary sewer, and streets improvements, accepting the performance bond for minor incomplete improvements, accepting the maintenance bond for the public improvements and accepting the as-built drawings for the public improvements **Aye:** Jarvis, Jester, Jones, Smith, Logan, Denham **Nay:** None **Motion Passed 6-0**

3. **Consider whether a proposed bar to be located at 201 NW Arlington Avenue in the old Hoffman's Pub and Grill building is a similar use in character to other listed permitted uses within the Mixed-Use District of the D-6 Urban Renewal Plan, allowing for floor amendments if necessary.**

Commissioner's Reports or Comments

Secretary's Report

Audience Participation

Adjournment