



City of Lawton

City Council

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

Agenda

Tuesday, November 11, 2025

6:00 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

Presentation

1. Clean Sweep Award — MacArthur High School Key Club

Proclamation

2. Psi Upsilon Chapter, Omega Psi Phi Fraternity, Inc. Achievement Week
3. Native American Heritage Month Proclamation

Reports: Mayor/City Council/City Manager

Consent Agenda

The following items are considered to be routine by the City Council and will be enacted with one motion. Should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately.

4. Consider adopting a resolution and approving a joint petition settlement in the amount of \$60,000.00 in the Workers' Compensation case of Antonio Hopson.
5. Consider adopting a resolution and approving a joint petition settlement in the amount of \$38,880.00 in the Workers' Compensation case of Bobby Sparks.
6. Consider adopting a resolution for the selection of a consulting engineer to conduct the bi-annual inspections required by the National Bridge Inspection Standards (NBIS) Program.
7. Consider extending (RFPCL22-008) for banking services to Liberty National Bank.

8. Consider approving Change Order No. 1 for Sewell Bros., Inc. on Engineering project EN2204-Construction of 11th St Bridges M94-2 & M94-3 in the amount \$36,534.
9. Receive notice from Building Division that a special Construction permit was issued pursuant to Section 16-4-2-424.9 of Lawton City Code to allow the contractors to work on Saturday, October 26, 2025, and Sunday, October 27, 2025, at 7084 W Gore Boulevard.
10. Receive notice from Building Division that a special Construction permit was issued pursuant to Section 16-4-2-424.9 of Lawton City Code to allow the contractors to work on Saturday, November 1, 2025, and Sunday, November 2, 2025, at 7084 W Gore Boulevard.
11. Consider awarding contract (CL26-006) Cationic Polymer to Polydyne, Inc.
12. Consider awarding contract (CL26-007) Liquid Ammonium Sulfate to Pennco, Inc.
13. Consider awarding contract CL26-008 Fluorosilicic Acid to Pennco, Inc.
14. Consider awarding contract (CL26-009) Sodium Hydroxide to Petra Chemical Company, LLC.
15. Consider approving the renewal of the Hartford Crimeshield Advanced Policy, in the amount of \$9,408.00, effective January 1, 2026.
16. Consider accepting and entering into a right of entry agreement with Stillwater Central Railroad, LLC, as part of the Map 39 Waterline Replacement Project PU2408 as the waterline crosses under the existing railroad.
17. Consider approving the Property Damage Release form from Sewell Bros., Inc. for Project EN2204-Construction of 11th St Bridges M94-2 & M94-3 for damages resulting from an accident that occurred on or about 06/28/2025 at or near SW 11th St.
18. Consider approving the installation of a Speed Table on NW 35th street between W Gore and NW Arlington.
19. Consider approving the claims list from October 25, 2025, through November 7, 2025.
20. Consider approving the minutes of the October 28, 2025 meeting.

Business Items

21. Consideration and action upon a resolution of the City of Lawton, Oklahoma, (the “City”) approving and authorizing the incurring of indebtedness by the

trustees of the Lawton Industrial Development Authority (the “Authority”) to be accomplished by the issuance of its Sales Tax Revenue Bonds, or other evidences of indebtedness in one or more series either in series names or others determined as needed on a tax-exempt or taxable basis, at a premium or discount, in the aggregate principal par amount of not to exceed Ninety-Five Million and No/100 Dollars (\$95,000,000.00) (the “Bonds”) for the purpose of financing all or a portion of the costs of acquisition, construction, equipping, renovating and improving certain streets and capital improvement projects which are expected to include, but are not limited to, a portion of or all of the costs of the construction and or improvements to the Lawton Youth Sports Facility, Elmer Thomas Park, the discovery zone, and other acquisitions, repairs and improvements relating to City capital projects all for the benefit of the City; and pay costs of issuance related thereto; providing that the organizational document creating the Authority is subject to the provisions of the Bond Indenture authorizing the issuance of said Bonds; approving the award of the sale of said Bonds on a negotiated basis, approving the waiver of competitive bidding with regard to the sale of said Bonds; and approving the proceedings of the Authority pertaining to the sale of said Bonds; approving and authorizing a sales tax agreement (the “Sales Tax Agreement”) by and between the City and the Authority pertaining to a year-to-year pledge of certain sales tax revenues; and all matters related thereto, including execution of all related documents thereto.

22. Hold a public hearing and receive a presentation regarding the proposed Third Amended Lawton Downtown Economic Development Project Plan (“Third Amended Project Plan”) for the purpose of providing information, including an analysis of potential positive or negative impacts, receiving questions and comments from the public regarding the proposed Third Amended Project Plan, and announcing that a second public hearing on the proposed Third Amended Project Plan will be held on December 2, 2025.
23. Receive a presentation summarizing the 2025 Spirit of Survival event and consider accepting a donation in the amount of \$5,000.00 from the Cancer Centers of Southwest Oklahoma in appreciation for the City's continued support of the event.
24. Hold a public hearing and consider approving the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs' activities and accomplishments for Federal Fiscal Year 2024.
25. Hold a public hearing and adopt a resolution declaring the properties located at 206 NW Ferris Ave main structure and accessory structure pole sign, 925 SW 2nd Street main structure and all secondary structures, 1501 SW Lee Blvd

main structure and all secondary structures, 1516 SW Lee Blvd main structure, 2334 W Gore Blvd main structure and accessory structure pole sign, to be dilapidated pursuant to Section 6-5-1 Lawton City Code, ordering the owner to abate the nuisance, authorizing summary abatement, and authorizing the City Attorney to commence legal action in District Court to abate the nuisance.

26. Consider a request from the property owner for additional time to complete remodeling of the main structure and all secondary structures located at 803 SW D Avenue, pursuant to Lawton City Code Section 6-1-1-508(D), which limits the maximum time for reconstruction, remodel, or repair of a dilapidated structure to one hundred eighty (180) days without specific authorization by the City Council.
27. Consider a request from the property owner for additional time to remodel the main structure and all secondary structures located at 1508 SW Oklahoma Avenue, pursuant to Lawton City Code Section 6-1-1-508(D), which limits the maximum time for reconstruction, remodel, or repair of a dilapidated structure to one hundred eighty (180) days without specific authorization by the City Council.
28. An ordinance pertaining to Offenses and Crimes, amending Section 16-5-1-506, Division 16-5-1, Article 16-5, Chapter 16, Lawton City Code, 2015, for the purpose of adding certain content-neutral time, place and manner regulations on panhandling and solicitation activities; providing for severability, and establishing an effective date.
29. Discuss the creation of the Library of Tomorrow Committee, approved by City Council on November 3, 2025, in order to establish the mission of creating the best library plan for the future of the Lawton/Fort Sill community, appoint members to the committee, and take any other action as deemed necessary.
30. Consider approving an ordinance pertaining to Utilities, Amending Sections 22-4-1-410 And 22-4-1-412 , both in Division 22-4-1, Article 22-4, Chapter 22, Lawton City Code 2015 by adding provisions for abandoned shopping carts to be considered bulk waste, clarifying bulk waste terminology and setting fees as such, providing for severability and establishing an effective date.
31. Consider approving an ordinance pertaining to Nuisance and Health, amending Divisions 15-1-101, 15-1-118, and 15-1-119, and creating Division 15-1-120, all in Article 15-1, Chapter 15, Lawton City Code 2015 by adding definitions, changing numbering, adding shopping cart provisions concerning unlawful possession, and requiring retailers to play an active role in the public

nuisance of abandoned shopping carts within the city, providing for codification, providing for severability and establishing an effective date.

Staff Reports

32. Receive a report from the Housing & Community Development Administrator regarding the current status of a Tenant Based Rental Assistance (TBRA) with the Lawton Housing Authority (LHA) and take action as deemed necessary.

Executive Session

33. Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session to conduct the annual performance review of John Ratliff, City Manager, and, in open session, take other action as necessary.

Audience Participation

Lawton citizens who have completed a Request to Speak Form and wish to address business not listed on the agenda may step forward at this time.

To ensure compliance with the Oklahoma Open Meeting Act, the Mayor and Council will receive comments but will NOT engage in direct responses. However, they may refer matters to the appropriate department or individual for further consideration and follow-up action.

To participate, speakers must submit a Request to Speak Form to the City Clerk and reside within the Lawton city limits. Each speaker is allotted 3 minutes, with a maximum of 9 minutes per topic, and Audience Participation is limited to 30 minutes total. All participants are expected to follow the Rules of Decorum as outlined in Council Policy 1-6.

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."

Item Title:

Clean Sweep Award — MacArthur High School Key Club

Initiator: Stan Booker, Mayor

Information Source: Stan Booker, Mayor

Background:

The Clean Sweep Award is a special recognition from Mayor Stan Booker, honoring community groups and organizations that actively participate in keeping our city clean by regularly picking up litter. This award celebrates their commitment to maintaining a beautiful and welcoming environment for all residents.

Groups that sign up to clean designated areas on a recurring basis—such as quarterly cleanups—will be eligible to receive this recognition. The award will be presented at a City Council meeting or highlighted on the City’s social media platforms to showcase their dedication and inspire others to take part in community beautification efforts.

Correlation to the True North Statement:

Community of Choice Where Families Thrive

Exhibit:

Clean Sweep Award

Key Issues:**Funding Source:****Recommended Action:**

Presentation Only: No Action Needed.

ATTACHMENTS:

1. Clean Sweep - MacArthur HS Key Club



CLEAN SWEEP AWARD

proudly presented to

MacArthur HS Key Club

This special recognition honors community groups and organizations that actively contribute to keeping our city clean by regularly picking up litter. It celebrates their dedication to maintaining a beautiful and welcoming environment for all residents.

Stan Booker
MAYOR

Item Title:

Psi Upsilon Chapter, Omega Psi Phi Fraternity, Inc. Achievement Week

Initiator: Stan Booker, Mayor

Information Source: Stan Booker, Mayor

Background:

The Psi Upsilon Chapter of Omega Psi Phi Fraternity, Incorporated, has served the Lawton-Fort Sill community since its chartering on July 5, 1952. Guided by the fraternity's principles of manhood, scholarship, perseverance, and uplift, the chapter has contributed through voter registration drives, scholarship programs, and youth mentorship. In recognition of more than 71 years of service and community impact, Mayor Stan Booker will issue a proclamation designating November 16-22, 2025, as Psi Upsilon Chapter, Omega Psi Phi Fraternity, Inc. Week and November 17, 2025 as Psi Upsilon Chapter, Omega Psi Phi Fraternity, Inc Day.

Correlation to the True North Statement:

Community of Choice Where Families Thrive

Exhibit:

Proclamation

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

No Action: Presentation Only.

ATTACHMENTS:

1. Omega Psi Phi Fraternity 2025- November

City of Lawton Proclamation

Whereas, Omega Psi Phi is the first international fraternal organization to be founded on the campus of a historically black college. Omega Psi Phi Fraternity, Incorporated was founded at Howard University in Washington, District of Columbia, on November 17, 1911, by undergraduates Oscar James Cooper, M.D., Frank Coleman, Ph.D., and Edgar Amos Love, D.D., and their faculty advisor Ernest Everett Just, Ph.D. The Psi Upsilon Chapter was chartered at the Patterson Center in Lawton, Oklahoma on July 5, 1952; and,

Whereas, the Psi Upsilon Chapter, Omega Psi Phi Fraternity, Incorporated has maintained a commitment to the betterment of mankind, the enhancement of the community, and the enrichment of collegiate men through dedication to its cardinal principles of manhood, scholarship, perseverance, and uplift; and,

Whereas, the Psi Upsilon Chapter has carried out the goals of the Omega Psi Phi Fraternity, Inc. in the Lawton-Fort Sill Community by participating in events to uplift the community, including voter registration, scholarship programs, blood drives and holiday food baskets for needy families; and,

Whereas, during the Fraternity's Achievement Week Celebration the Psi Upsilon Chapter will celebrate more than 73 years of service to the Lawton-Fort Sill Community in many diverse fields of endeavor; and,

Whereas, the Psi Upsilon Chapter, Omega Psi Phi Fraternity will commemorate its contributions and promote its continued success during its Achievement Week Activities during the week of November 16 through November 22, 2025 in Lawton, Oklahoma.

Now Therefore, I, Stan Booker, Mayor, City of Lawton, Oklahoma, hereby proclaim the week of November 16-22, 2025 as

Psi Upsilon Chapter, Omega Psi Phi Fraternity, Inc. Week

with Monday, November 17th as Psi Upsilon Chapter, Omega Psi Phi Fraternity, Inc. Day, saluting the valuable contributions of that the members of the Psi Upsilon Chapter, Omega Psi Phi Fraternity, Inc. has made in improving the lives of all citizens, thus improving the Lawton-Fort Sill community.

In Witness Whereof, I hereunto set my hand and cause the Official Seal of the City of Lawton, Oklahoma, to be affixed hereto this 11th day of November 2025.

Stanley Booker, Mayor

Item Title:

Native American Heritage Month Proclamation

Initiator: Stan Booker, Mayor

Information Source: Stan Booker, Mayor

Background:

Each November, communities across the nation celebrate Native American Heritage Month to honor the culture, history, and contributions of Native Americans and Indigenous Peoples. The City of Lawton joins in this recognition, celebrating the lasting impact of Native Americans on our nation's freedom, prosperity, and traditions. This proclamation acknowledges their continued contributions to all areas of life in Lawton/Fort Sill, including government, education, business, the arts, and the military.

Correlation to the True North Statement:

Community of Choice Where Families Thrive

Exhibit:

Proclamation

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Presentation Only: No action needed.

ATTACHMENTS:

1. Native American Heritage Month 2025

City of Lawton, Oklahoma Proclamation

Whereas, the history and culture of our great nation have been significantly influenced by Native Americans and Indigenous Peoples. The contributions of Native Americans have been enhanced freedom, prosperity, and greatness of America today. Their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

Whereas, Native Americans are inextricably linked with the history of the United States. Beginning with the Pilgrims' arrival at Plymouth Colony and continuing until the present day, Native American's contributions are woven deeply into our Nation's rich tapestry. During National Native American Heritage Month, we honor and celebrate the first Americans and recognize their contributions and sacrifices; and

Whereas, Native Americans have influenced every stage of America's development. They helped early European settlers survive and thrive in a new land. They contributed democratic ideas to our constitutional Framers. And, for more than 200 years, they have bravely answered the call to defend our Nation, serving with distinction in every branch of the United States Armed Forces. The Nation is grateful for the service and sacrifice of all Native Americans; and

Whereas, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

Whereas, Native Americans are a testament to the deep importance of culture and vibrancy of traditions, passed down throughout generations. Native American men and women contribute to all areas of life in Lawton, Oklahoma, including, but not limited to, government, business, arts and sciences, medicine, education, law enforcement, and the military.

Now, Therefore, I, Stan Booker, Mayor, City of Lawton, Oklahoma, do hereby recognize November 2025 as

Native American Heritage Month

and encourage all citizens to learn about the rich history and culture of the Native American people. I ask that you commemorate this month with appropriate programs, activities, and celebrations.

In witness whereof, I hereunto set my hand and cause the Official Seal of the City of Lawton, Oklahoma, to be affixed hereto this 11th day of November 2025.

Stan Booker, Mayor

Item Title:

Consider adopting a resolution and approving a joint petition settlement in the amount of \$60,000.00 in the Workers' Compensation case of Antonio Hopson.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Garrett Lam, Assistant City Attorney

Background:

This matter involves the workers' compensation claim of Antonio Hopson, a Parks and Grounds Superintendent for the City of Lawton Parks and Recreation Department who alleges injuries to his neck, back and right shoulder on October 28, 2022. Subject to City Council approval, settlement has been reached with the claimant and his attorney agreeing to accept the City's offer of \$60,000.00, which includes an attorney fee of \$12,000.00, and a Multiple Injury Trust Fund assessment payment to the Oklahoma Tax Commission in the amount of \$1,800.00.

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

Resolution

Key Issues:

N/A

Funding Source:

Sinking Fund

Recommended Action:

Adopt a resolution approving the joint petition settlement of \$60,000.00 and making payments in the pending workers' compensation claim of Antonio Hopson.

ATTACHMENTS:

1. WC-Hopson, Antonio, Resolution

RESOLUTION NO. 2025-

A RESOLUTION APPROVING THE JOINT PETITION SETTLEMENT AND MAKING PAYMENT OF THE SETTLEMENT IN THE WORKERS' COMPENSATION CASE OF ANTONIO HOPSON FOR THE AMOUNT OF SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) INCLUDING AN ATTORNEY'S FEE PAYMENT IN THE AMOUNT OF TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00); DIRECTING THREE PERCENT (3%) OF SAID JUDGMENT, IN THE AMOUNT OF ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800.00), TO BE PAID DIRECTLY TO THE OKLAHOMA TAX COMMISSION AS A MULTIPLE INJURY TRUST FUND TEMPORARY ASSESSMENT IN ACCORDANCE WITH 85A OKLA. STAT. SECTION 31.A.7; AND FILING A FOREIGN JUDGMENT IN THE DISTRICT COURT OF COMANCHE COUNTY FOR PURPOSE OF PLACING SAID JUDGMENT ON THE TAX ROLLS.

WHEREAS, Antonio Hopson has filed an injury claim with the Workers' Compensation Commission for disability benefits as a result of an injury to his neck, back and right shoulder, which occurred on October 28, 2022, while on duty as a Parks and Grounds Superintendent for the City of Lawton, Parks and Recreation Department; and,

WHEREAS, a Joint Petition Settlement has been reached in the amount of Sixty Thousand and No/100 Dollars (\$60,000.00), including an attorney's fee payment in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00); and,

WHEREAS, pursuant to Title 85A Okla. Stat. Section 31.A.7., for injuries occurring on or after July 1, 2019, the Oklahoma Tax Commission shall assess and collect from claimants a Multiple Injury Trust Fund temporary assessment in the amount of three percent (3%) of the total award or settlement for permanent partial disability or permanent total disability; and,

WHEREAS, in the Joint Petition Settlement filed with the Workers' Compensation Commission, the claimant agreed that said assessment, representing three percent (3%) of the joint petition settlement amount attributable to permanent partial disability or permanent total disability, shall be deducted from the settlement amount and paid by the employer; and,

WHEREAS, the above referenced Multiple Injury Trust Fund Assessment representing three percent (3%) of the joint petition settlement amount attributable to permanent partial disability or permanent total disability is One Thousand Eight Hundred and No/100 Dollars (\$1,800.00); and,

WHEREAS, the amount due to Antonio Hopson will be Sixty Thousand and No/100 Dollars (\$60,000.00), including an attorney's fee payment in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00) and including a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of One Thousand Eight Hundred and No/100 Dollars (\$1,800.00).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, that the City Council approves the Joint Petition Settlement and filing of a foreign judgment for

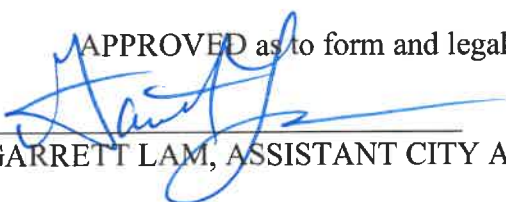
purposes of placing said judgment on the tax rolls and making payment of Sixty Thousand and No/100 Dollars (\$60,000.00), including an attorney's fee payment in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00) and a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of One Thousand Eight Hundred and No/100 Dollars (\$1,800.00), in the workers' compensation case of Antonio Hopson.

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma this 11th day of November 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

 APPROVED as to form and legality this 3rd of October 2025.

GARRETT LAM, ASSISTANT CITY ATTORNEY

Item Title:

Consider adopting a resolution and approving a joint petition settlement in the amount of \$38,880.00 in the Workers' Compensation case of Bobby Sparks.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Garrett Lam, Assistant City Attorney

Background:

This matter involves the workers' compensation claim of Bobby Sparks, a prior Building Construction Specialist for the City of Lawton Parks and Recreation Department, who alleges injuries to his neck, back and left shoulder on February 2, 2023. Subject to City Council approval, settlement has been reached with the claimant and his attorney agreeing to accept the City's offer of \$38,880.00, which includes an attorney fee of \$7,776.00, and a Multiple Injury Trust Fund assessment payment to the Oklahoma Tax Commission in the amount of \$1,166.40.

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

Resolution

Key Issues:

N/A

Funding Source:

Sinking Fund

Recommended Action:

Adopt a resolution approving the joint petition settlement of \$38,880.00 and making payments in the pending workers' compensation claim of Bobby Sparks.

ATTACHMENTS:

1. WC-Sparks, Bobby, Resolution

RESOLUTION NO. 2025-

A RESOLUTION APPROVING THE JOINT PETITION SETTLEMENT AND MAKING PAYMENT OF THE SETTLEMENT IN THE WORKERS' COMPENSATION CASE OF BOBBY SPARKS FOR THE AMOUNT OF THIRTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS (\$38,880.00) INCLUDING AN ATTORNEY'S FEE PAYMENT IN THE AMOUNT OF SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$7,776.00); DIRECTING THREE PERCENT (3%) OF SAID JUDGMENT, IN THE AMOUNT OF ONE THOUSAND ONE HUNDRED SIXTY-SIX AND 40/100 DOLLARS (\$1,166.40), TO BE PAID DIRECTLY TO THE OKLAHOMA TAX COMMISSION AS A MULTIPLE INJURY TRUST FUND TEMPORARY ASSESSMENT IN ACCORDANCE WITH 85A OKLA. STAT. SECTION 31.A.7; AND FILING A FOREIGN JUDGMENT IN THE DISTRICT COURT OF COMANCHE COUNTY FOR PURPOSE OF PLACING SAID JUDGMENT ON THE TAX ROLLS.

WHEREAS, Bobby Sparks has filed an injury claim with the Workers' Compensation Commission for disability benefits as a result of an injury to his neck, back and left shoulder, which occurred on February 2, 2023, while on duty as a Building Construction Specialist for the City of Lawton, Parks and Recreation Department; and,

WHEREAS, a Joint Petition Settlement has been reached in the amount of Thirty-Eight Thousand Eight Hundred Eighty and No/100 Dollars (\$38,880.00), including an attorney's fee payment in the amount of Seven Thousand Seven Hundred Seventy-Six and No/100 Dollars (\$7,776.00); and,

WHEREAS, pursuant to Title 85A Okla. Stat. Section 31.A.7., for injuries occurring on or after July 1, 2019, the Oklahoma Tax Commission shall assess and collect from claimants a Multiple Injury Trust Fund temporary assessment in the amount of three percent (3%) of the total award or settlement for permanent partial disability or permanent total disability; and,

WHEREAS, in the Joint Petition Settlement filed with the Workers' Compensation Commission, the claimant agreed that said assessment, representing three percent (3%) of the joint petition settlement amount attributable to permanent partial disability or permanent total disability, shall be deducted from the settlement amount and paid by the employer; and,

WHEREAS, the above referenced Multiple Injury Trust Fund Assessment representing three percent (3%) of the joint petition settlement amount attributable to permanent partial disability or permanent total disability is One Thousand One Hundred Sixty-Six and 40/100 Dollars (\$1,166.40); and,

WHEREAS, the amount due to Bobby Sparks will be Thirty-Eight Thousand Eight Hundred Eighty and No/100 Dollars (\$38,880.00), including an attorney's fee payment in the amount of Seven Thousand Seven Hundred Seventy-Six and No/100 Dollars (\$7,776.00) and including a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of One Thousand One Hundred Sixty-Six and 40/100 Dollars (\$1,166.40).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, that the City Council approves the Joint Petition Settlement and filing of a foreign judgment for purposes of placing said judgment on the tax rolls and making payment of Thirty-Eight Thousand Eight Hundred Eighty and No/100 Dollars (\$38,880.00), including an attorney's fee payment in the amount of Seven Thousand Seven Hundred Seventy-Six and No/100 Dollars (\$7,776.00) and a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of One Thousand One Hundred Sixty-Six and 40/100 Dollars (\$1,166.40), in the workers' compensation case of Bobby Sparks.

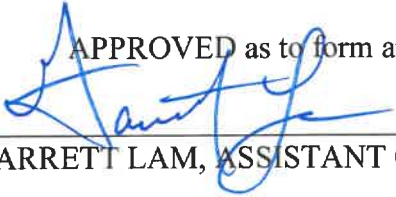
PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma this 11th day of November 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 30th of October 2025.



GARRETT LAM, ASSISTANT CITY ATTORNEY

Item Title:

Consider adopting a resolution for the selection of a consulting engineer to conduct the bi-annual inspections required by the National Bridge Inspection Standards (NBIS) Program.

Initiator: Michael Jones, Engineering Director/ ADA Coordinator

Information Source: Michael Jones, Engineering Director/ ADA Coordinator

Background:

The inspection of bridges is an ongoing program through the Oklahoma Department of Transportation (ODOT). City participation is necessary to ensure eligibility for Federal Funds for City Highway Projects. ODOT requires that the City select an engineer to perform these inspections from a pre-approved list based on a process outlined in a letter dated September 2, 2025. On October 27, 2025, the Engineering Department reviewed the proposals submitted by ODOT. As a result, City staff recommends using the firm Walter P. Moore & Associates, Inc. as the inspection firm.

The consultant will contract with ODOT, and funding will be 100% Federal funds.

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

ODOT requires a City Council Resolution before our engineering consultant can be officially selected.

Funding Source:

N/A

Recommended Action:

Adopt Resolution 2025-____ selecting Walter P. Moore & Associates, Inc. for the selection of a consulting engineer to conduct the bi-annual inspections required by the National Bridge Inspection Standards (NBIS) Program.

ATTACHMENTS:

1. CI-2550 Bridge Consultant Selection_2026-28 cycle
2. Resolution No. 2025- Bridge Consultant Selection

September 2, 2025

Board of County Commissioners

Dear Commissioners:

Re: Letter of Choice for County Bridge Inspection Contracts

The Oklahoma Department of Transportation (ODOT) has selected seven consulting firms to perform routine Local Government bridge safety inspections based on our established qualifications-based selection process and the requirements of the National Bridge Inspection Standards (NBIS). It is anticipated the new routine Local Government bridge inspection contracts will be active from *April 1, 2026 to March 31, 2028*. A list of the Prequalified Bridge Inspectors and Circuit Engineering Districts is attached.

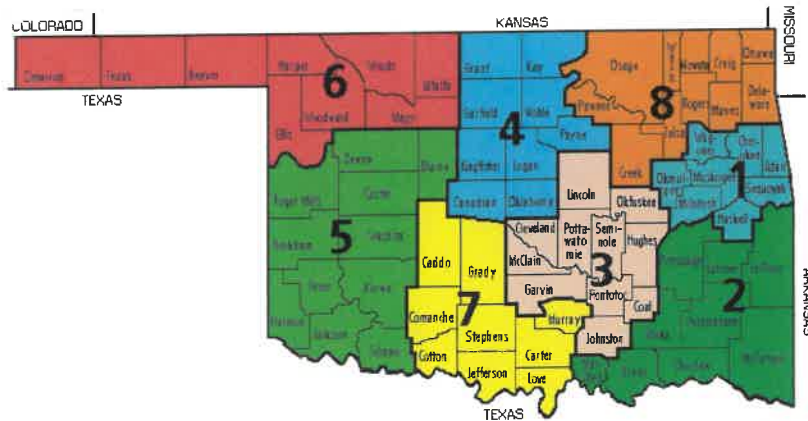
County Bridge Inspection Contracts are federally funded, to comply with the NBIS, all Local Governments are required to choose from the following options, no later than Friday, **November 21, 2025**:

- (1) Select a Circuit Engineering District if there is one available in your area.
- (2) Select one of the ODOT prequalified consulting firms from the attached "Qualified Bridge Inspectors" list. You are encouraged to evaluate the Consultant's Letter of Interest (LOI) and the Consultant's response packet to determine which firm best suits your needs. *Interviews are not required to finalize your selection.* Please refer to the following web site:
<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2025-2026/>
- (3) You may elect to perform bridge safety inspections with your own forces provided the bridge inspection teams and program manager are fully qualified in accordance with the NBIS. For your information we have attached a copy of the latest NBIS qualification requirements. Payment would be based on actual rates including applicable payroll additives for benefits, etc. and vehicle mileage rates. Provide ODOT the qualifications of your team leader, assistant team leader, and program manager for approval prior to performing inspections.
- (4) Let ODOT make the selection for you.

*You are respectfully requested to make your choice before **November 21, 2025**, by Resolution stating your choice of 1, 2, 3, or 4 above. It is critical that we receive your resolution in a timely manner to obtain ODOT Transportation Commission approval prior to April 2026. Only one (1) engineering firm or one (1) engineering circuit district is allowed to perform inspections per county. **If your resolution is not received by November 21, 2025, ODOT will make the selection for you. Please note that, once you select your bridge inspection team, no changes can be made until the next contractual period.***

Please send one copy of your resolution to the appropriate field district office and one copy to the contract administrator (see following page), electronic copies via e-mail are preferred.

Contract Administrator	Field District	Contact/Email
Sunsinee L. Parker Project Management Division Oklahoma Dept. of Transportation 200 NE 21st Street Oklahoma City, OK 73105-3204 Phone: (405) 210-0643 SLParker@odot.org	1: (918) 687-5407	Kevin Arnold kwarnold@odot.org
	2: (580) 298-3371	Shane Miller SHMILLER@odot.org
	3: (580) 332-1526	Matthew Blakeslee mblakeslee@odot.org
	4: (405) 706-6600	Wes Kellogg wkellogg@odot.org
	5: (404) 967-3552	Jimabel Moore JJMoore@odot.org
	6: (405) 388-4488	Luke Davis LDDAVIS@agency.ok.gov
	7: (580) 255-7586	Dustin Vaughan dvaughan@odot.org
	8: (918) 838-9933	Thomas Askegaard TAskegaard@odot.org



Per ODOT policy, the county is responsible for bridge inspections in the cities under their jurisdiction that have less than five (5) bridges. Per Oklahoma statute (69 O.S. § 316) the county is responsible for bridge inspections in cities with a population less than 2,500. Exceptions to the statute may exist where cities with populations between 2,500 and 5,000 have existing maintenance agreements with the county in place, and on file at ODOT, directing responsibility of bridge inspection on the county. For your information, attached is a list of the cities and their populations per the 2020 census.

Once we receive your choice as noted above, the Department will contract with the consultant to perform bridge inspections. Please feel free to contact any of the following with questions you may have:

- | | |
|--|--|
| • ODOT District Office in your area | Ask for the County Bridge Coordinator. |
| • Steven Gauthe sgauthe@odot.org | 405-521-2553 Local Government Division |
| • Walt Peters wpeters@odot.org | 405-521-2606 Bridge Division |
| • Daniel Knickmeyer dknickmeyer@odot.org | 405-521-2606 Bridge Division |

Yours sincerely,

Jason Giebler, P.E.
Bridge Engineer

JG/wp

Enclosures

cc:	Director	Field Division Engineers
	Chief Engineer	Project Management Division
	Director of Operations	Local Government Division
	Director of Design	FHWA
	County Bridge Coordinators	ACCO
	Prequalified Inspection Consultants	Circuit Engineering Districts 2, 3, 4, 7, and 8

National Bridge Inspection Standards (NBIS) Requirements:

Program Manager: Reference is made to 23 CFR Part 650 National Bridge Inspection Standards (NBIS): NBIS require that the program manager be a registered professional engineer, registered in Oklahoma. The program manager is responsible for oversight of the Local Government bridge safety inspection program. He or she must be qualified and approved by the ODOT Bridge Division to review inspection forms, calculate load ratings for posting and closing bridges, do scour studies and assessments, and make repair recommendations to the bridge owner. If the Local Government does not employ a qualified Professional Engineer, you may select a consulting engineer under similar terms covered in choice (2) above for the Program Manager or when there is a qualified Circuit Engineering District in your area, you may use the Program Manager from the Circuit Engineering District – choice (1) above. Program Managers must participate in the Department's QC/QA training.

Inspection Team: The NBIS, FHWA, and / or ODOT require the following: The bridge inspection team consists of a Team Leader and an assistant, with the Team Leader having successfully completed a two-week FHWA approved comprehensive bridge inspection class plus one of the following:

- (1) Be a registered Professional Engineer registered in the State of Oklahoma with a minimum of 6 months bridge inspection experience.
- (2) Have a full five-year bridge safety inspection experience.
- (3) Have a NICET level III or IV in bridge safety inspection.
- (4) Have a bachelor's degree in engineering from accredited college or university, pass the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination, and have a minimum of two years of bridge inspection experience.
- (5) Have an associate's degree in engineering or engineering technology from an accredited college or university and four years of bridge inspection experience.

The Team Leader must participate in the Department's QC/QA training.

Assistant Team Leader: The assistant team leader must have completed two-week FHWA approved comprehensive bridge inspection class **and/or** attend QC / QA bridge inspection training provided by the Department.

EXAMPLE RESOLUTION for CI-2550

**CONCERNING BRIDGE INSPECTION RESPONSIBILITY
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH
NATIONAL BRIDGE INSPECTION STANDARDS
Bridge Inspection Contracts for April 1, 2026 to March 31, 2028**

WHEREAS, the Board of _____ County Commissioners has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the Board of _____ County Commissioners have the following options:

- (1) Choose a Circuit Engineering District if there is one available in our area.**
- (2) Select one of ODOT's prequalified engineering firms.**
- (3) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* in accordance with the NBIS (National Bridge Inspection Standards).**
- (4) Let ODOT make the selection.**

Therefore, BE IT RESOLVED, by the Board of _____ COUNTY COMMISSIONERS that it is their desire to select option #_____ and choose

Name _____
Address _____

as the engineer responsible for county bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this _____ day of _____, 2025

BOARD OF _____ COUNTY COMMISSIONERS

BY _____ CHAIRMAN

BY _____ MEMBER

BY _____ MEMBER

ATTEST: _____
County Clerk

RESOLUTION NO. 2025-__

A RESOLUTION WHEREBY THE CITY COUNCIL OF LAWTON, OKLAHOMA AUTHORIZES THE SELECTION OF A PROFESSIONAL ENGINEERING FIRM TO CONDUCT THE BI-ANNUAL BRIDGE INSPECTIONS FOR THE CITY OF LAWTON AS REQUIRED BY THE NATIONAL BRIDGE INSPECTION STANDARDS (NBIS) PROGRAM.

WHEREAS, it is desirable for the City of Lawton to participate in the National Bridge Inspection Standards (NBIS) Program; and

WHEREAS, funding for the inspections will be 100% Federal funds (20% Federal funds designated to State Government and 80% Federal funds designated to Local Governments); and

WHEREAS, the City of Lawton requires the services of a professional engineer to perform the required inspections,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawton, Oklahoma, that;

The Council of the City of Lawton hereby selects the firm of **Walter P. Moore & Associates, Inc.**, of Oklahoma City, OK, an ODOT pre-qualified engineering firm, as the professional engineering firm to conduct the CI-2458 bridge inspections services for the City of Lawton as required by the National Bridge Inspection Standards (NBIS) Program for the period of April 1, 2026 to March 31, 2028.

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this 11 th day of November, 2025.

Stanley Booker, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton this _____ day of _____, 2025

Jari Askins, INTERIM CITY ATTORNEY

Item Title:

Consider extending (RFPCL22-008) for banking services to Liberty National Bank.

Initiator: Chandra Young

Information Source: Chandra Young

Background:

The City of Lawton awarded (RFPCL22-008) banking services contract to Liberty National Bank in late 2021 as a five-year contract. The department submitted an extension request for the final option year to provide services from January 1, 2026 through December 31, 2026.

Correlation to the True North Statement:

The City of Lawton's **True North Culture Statement**—centered on transparency, accountability, world-class customer service, and being open for business—directly aligns with the award of the banking services contract (RFP CL22-008) to Liberty National Bank. The competitive solicitation, public posting, and staff review process reflect the City's commitment to transparency and responsible stewardship of public funds. By selecting a responsive local partner and proceeding deliberately through council approval and contract negotiation, the City demonstrates prudent financial management, operational integrity, and dedication to serving citizens efficiently—hallmarks of its True North values in action.

Exhibit:

See PDF extension packet

Key Issues:

Does the Lawton City Council wish to extend (CL22-008) Banking Services to Liberty National Bank?

Funding Source:

N/A

Recommended Action:

Award (RFPCL22-008) for banking services to Liberty National Bank.

ATTACHMENTS:

1. RFPCL22-008 Banking Services Dept. Extension CivicPlus Upload

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: RFPCL22-008 Banking Services

CITY COUNCIL AUTHORIZATION:

Date Authorized: 11/4/24

Legistar File ID: 25-1412

DOCUMENTS REVIEWED AS TO:

Content:


Contract Administrator

10/24/25

Content:


Finance Director

10/24/2025

Forms:

City Attorney

COMMENTS:

Contract Extension

CONTRACT EXTENSION FORM

CONTRACT TITLE: Banking Services
CONTRACT NUMBER: RFPCL22-008

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 **December 31, 2026**, 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 23 day of October, 2025.

AFFIDAVIT:

STATE OF October COUNTY OF Comanche.

I, Brian T. Henry (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: Liberty National Bank

Address: 629 SW C Ave

Lawton, Ok 73501

(City, State, Zip)

Phone: 580-585-6226

Brian T. Henry
SIGNATURE OF AUTHORIZED AGENT

Brian T. Henry, Lawton President

PRINT/TYPE NAME/TITLE

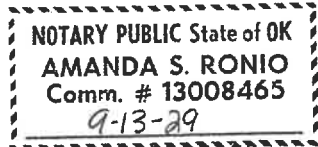
Subscribed & sworn before me this 23 day of October, 2025

Amanda S. Ronio
Notary Public

My Commission expires:

9-13-29

City of Lawton, Oklahoma
A Municipal Corporation



Stanley Booker, Mayor

ATTEST:

CITY CLERK

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

CITY ATTORNEY



CITY OF LAWTON

FINANCE DEPARTMENT

TO: Jose Cardenas, Contract Administrator

FROM: Chandra Young, Director of Finance

SUBJECT: Contract Extension Notification

DATE: October 23, 2025

Contract Name: **Banking Services**

Contract Number: **RFPCCL22-008**

The contract with Liberty National Bank has proven to be a valuable community partner with excellent service. It is the desire of this office to extend the agreement for the final allowable time per this contract.

Current vendors: Liberty National Bank

A handwritten signature in blue ink, appearing to read "Chandra Young", is written over a light blue circular stamp.

Chandra Young

Finance Director
City of Lawton

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV



CITY OF LAWTON

FINANCE DEPARTMENT

TO: Chandra Young, Director of Finance
Kristin Huntley, Deputy Director of Finance

FROM: Jose Cardenas, Contract Administrator

SUBJECT: Contract Extension Notification

DATE: October 23, 2025

Contract Name: **Banking Services**

Contract Number: **RFPCCL22-008**

The above contract can be extended for an additional year. This contract will expire on **December 31, 2025**. You are asked to review the contract and make a recommendation on what action should be taken. Please provide your response as soon as possible or before October 30, 2025.

Current vendors: **Liberty National Bank**

If you decide that the contract is still a valid contract, action must be taken to extend this contract. If you determine that the contract is no longer necessary, we must notify the vendor of your decision.

Please provide detailed written response to this letter.

The point of contact for this item is jose.cardenas@lawtonok.gov.

Jose Cardenas

Contract Administrator, Financial Services



CITY OF LAWTON

FINANCE DEPARTMENT

AWARD LETTER

October 10, 2024

Liberty National Bank

Attn: Brian Henry
629 SW C Ave.
Lawton, OK 73501

Dear Mr. Henry,

Transmitted herewith is your file copy of the properly executed contract **RFPC122-008 Banking Services**. Lawton City Council awarded this contract extension to **Liberty National Bank** on September 24, 2024. This is the fourth year of the contract.

This contract will be in effect from January 1, 2025, through December 31, 2025.

Billing Instructions:

City of Lawton
Attn: Financial Services
212 SW 9th Street
Lawton, OK 73501

Contact Person:

Deaven Newell, Accountant
Deaven.newell@lawtonok.gov

This letter is for informational purposes only; it does not constitute an order.

Sincerely,

Deaven Newell

Deaven Newell
Accountant, Financial Services

MAYOR'S SIGNATURE REQUEST

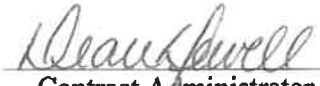
DOCUMENT TITLE: RFPCL22-008 Banking Services

CITY COUNCIL AUTHORIZATION:

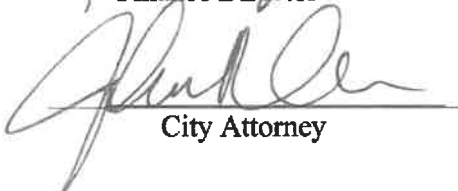
Date Authorized: 9/24/24

Legistar File ID: 24-1974

DOCUMENTS REVIEWED AS TO:

Content:	 Contract Administrator	<u>9-19-24</u>
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Content:	 Finance Director	<u>09-19-24</u>
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Forms:	 City Attorney	<u>10/1/24</u>
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COMMENTS:

Contract Extension



CITY OF LAWTON

FINANCE DEPARTMENT

TO: Deaven Newell, Accountant

FROM: Rebecca Johnson, Director of Finance

SUBJECT: Contract Extension Notification

DATE: September 17, 2024

Contract Name: Banking Services

Contract Number: RFPCCL22-008

The contract with Liberty National Bank has proven to be a valuable community partner with excellent service. It is the desire of this office to extend the agreement for the final allowable time per this contract.

Current vendors: Liberty National Bank

Rebecca Johnson

Rebecca Johnson
Finance Director
City of Lawton

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328
WWW.LAWTONOK.GOV

CONTRACT EXTENSION FORM

CONTRACT TITLE: Banking Services
CONTRACT NUMBER: RFPCL22-008

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 **December 31, 2025**, 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 19 day of September, 20 24.

AFFIDAVIT:

STATE OF Oklahoma **COUNTY OF** Comanche

I Brian T. Henry (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: Liberty National Bank

Address: 629 SW C Ave

Lawton, Ok 735014

(City, State, Zip)

Phone: (580) 585-6226

Brian T. Henry
SIGNATURE OF AUTHORIZED AGENT

Brian T. Henry, President

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 19 day of September, 20 24

Amanda S. Ronio
Notary Public

My Commission expires: 9-13-25

City of Lawton, Oklahoma
A Municipal Corporation

Stanley Booker, Mayor

NOTARY PUBLIC State of OK
AMANDA S. RONIO
Comm. # 13008465
9-13-25

ATTEST:

[Signature]
CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the 1ST day of OCTOBER, 20 24

[Signature]
CITY ATTORNEY



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: Marcie Sego, Buyer Marcie.sego@lawtonok.gov Maegan Dowlen, Contract Administrator Maegan.dowlen@lawtonok.gov	
Date Proposal Typed: September 3, 2021	Date(s) Advertised: September 14, 2021	No Proposals Received After: October 26, 2021 2:00 P.M.	
Proposal Number and Title: RFPCL22-008 BANKING SERVICES		Proposal valid until: 12 months	
Requirements-type Proposal: ☒ yes ☐ no			
Bid Openings are held at Lawton City Hall 2 nd Floor Conference Room 212 SW 9 th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Liberty National Bank		Reason for No Proposal:	
Mailing Address: 629 SW C Ave City: Lawton State: OK Zip: 73501			
Area Code and Phone Number: 580-351-2265		FAX Area Code and Phone Number: 580-351-2260	
Federal Employer Identification Number or Social Security Number 73-0138430			

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, nor c. to 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 extent 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: Liberty National Bank

Address: 629 SW C Ave

Lawton OK 73501

(City, State, Zip)

Phone: 580-351-2265

SIGNATURE OF AUTHORIZED AGENT

Mark A. Henry, President

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 26 day of Oct, 2021

Susan Cowley

My Commission expires: 3-7-22

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

FORM REVISED 8/11

NOTARY PUBLIC State of OK
SUSAN COWLEY
Comm. # 18002350
Expires 3-7-22

**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

CONDITIONS FOR SUBMITTING PROPOSALS
Page 2 of 11

FORM REVISED 6/96

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 date 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 technicality 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, trade 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

CONDITIONS FOR SUBMITTING PROPOSALS
Page 3 of 11

FORM REVISED 8/96

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 Lading.
 - 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 Lading 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

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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' prior written notice of termination by one party to the other.

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.

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- 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.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

SS

COUNTY OF Comanche

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Liberty National Bank
Business Name / Contractor Name

Mark A. Henry
Signed
Print : Mark A. Henry, President

Attested to before me this 24 day of Oct 2021

Susan Cowley
Notary Public

My Commission Expires 3-7 2022

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.





AGREEMENT TO PROVIDE BANKING SERVICES

This Agreement to Provide Banking Services ("Agreement") is between Liberty National Bank, a national banking association ("Bank") and City of Lawton, an Oklahoma Municipality ("COL"). This agreement is dated November 16, 2021.

RECITALS:

- A. COL desires to engage the Bank to provide banking services to COL.
- B. Bank desires to provide banking services to COL pursuant to the terms of this Agreement, and COL desires to engage Bank to provide the banking services pursuant to the terms of this Agreement.

Therefore, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Effective Date and Term. This Agreement is effective as of January 1, 2022 ("Effective Date") unless earlier terminated pursuant to the provisions of this Agreement. This Agreement shall be for a term of one year with the right to extend for four (4) additional one (1) year terms (expiring December 31, 2026) upon written mutual consent of both parties. The services by Bank to COL after the termination of this Agreement shall, in the absence of a written agreement governing those services, be in accordance with the standards set forth in this Agreement and pursuant to the fee schedule specified at termination.
2. Banking Services to be provided by Bank. Bank agrees to provide the complete banking services to COL including but not limited to the specific services list on Appendix A to this Agreement, all of which are incorporated in this Agreement. Appendix A includes representations of Bank concerning the performance of these services which Bank must, at a minimum, provide to COL. The representations set forth on Appendix A constitutes the Bank's material representations, each of which are incorporated in this Agreement by reference. In addition, to the specific services, and the specific manner in which Bank shall provide those services to COL, Bank agrees that it will provide all banking services in a timely, diligent and commercially reasonable manner in the state of Oklahoma. Additionally, all obligations imposed by law or regulation on Bank, or financial institutions generally, are incorporated herein by reference and Bank agrees to adhere to all such laws and regulations. In addition to other obligations on Bank pursuant to law or this Agreement, Bank agrees to diligently correct any deficiency in its provision of services to the reasonable satisfaction of COL. With the exception of Item 11 as specified on Appendix A shall be deemed to be interpreted in a manner such that the requirement set forth on Appendix A is satisfied.

Liberty National Bank



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3. Fees Payable to Bank. Attached as Appendix B, is a listing of the fees that the Bank will charge for the banking services referenced on Appendix B. Without the prior written consent of COL, no changes will be made to the fee structure during the term of this Agreement. Unless previously approved by COL in writing, Bank will not charge a fee for any banking or financial service provided by Bank to COL, unless such fee is specified on Appendix B.
4. Liability. Bank will be liable for monetary loss caused by any breach of any of Bank's representations set forth in this Agreement or any failure by Bank to provide the services in the manner as required by this Agreement.
5. Designated Contacts. Bank designates Amanda Bay, Treasury Management Officer (direct contact 580.585.6265), Alaina Whitley, Online Banking Manager, (direct contact 580.585.6268), and Brian Henry, SVP (direct contact 580.585.6226) as individuals who will serve as personal contact persons for COL. The individuals are employees of the Bank. The Bank shall have the right, from time to time and upon not less than 10 days' advance notice to COL, to designate additional alternate personal contacts. COL shall have the right to (a) refuse to accept the appointment of an alternate designated individual for reasonable cause and (b) require Bank to remove and replace designated individual for cause deemed reasonable to COL. COL is responsible for notifying one of the designated individuals within two (2) business days of the opening of any new checking, savings or other transaction account. Notification will be in writing or facsimile document. Further, COL agrees to notify a designated individual of any change or modification to an existing account.
6. Payment of Fees. COL shall pay to bank the fees due and owing under this Agreement as follows: Bank will debit COL's designated account monthly on or before the 21st day of the month following the account's statement period.
7. Termination. This agreement may be canceled by mutual agreement with ninety (90) days written notice by either party.
8. Survival of Cause of Action. Notwithstanding a termination of this Agreement, any causes of action which accrued prior to the termination of this Agreement shall survive its termination, subject to the applicable statute of limitations.
9. Assignment. Neither party may assign this Agreement without the prior written consent of the other party.
10. Successors. This Agreement will be binding upon and, if assigned in accordance with the terms of this Agreement, inure to the benefit of the successors and assigns of the parties.
11. Governing Law. This Agreement has been negotiated in Lawton, Oklahoma. This Agreement shall be governed by Oklahoma Law.
12. Parol Evidence. All terms, conditions, specifications, and requirements set forth in the Request for Proposals shall survive the execution of and become a part of this

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Agreement unless specifically deleted in writing and signed by both parties. Otherwise, this Agreement (to include the terms, conditions, specifications, and requirements set forth in the Requests for Proposals) constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written, and all verbal understanding concerning the subject matter hereof.

13. Notices. All notices shall be in writing and sent by postage prepaid first-class U.S. Mail or confirmed e-mail transmission to the following persons:

To COL: City of Lawton

ATTN: Finance Director and Deputy Finance Director
212 SW 9th Street
Lawton, Oklahoma 73501
Finadmin@lawtonok.gov

To Bank: Liberty National Bank

ATTN: Mark Henry, President
629 SW C Avenue
Lawton, Oklahoma 73501
Mark.Henry@lnbok.com

Either party may amend its notice address from time to time by notifying the other party as provided in this section.

14. Binding Arbitration. All claims, controversies, and disputes arising out of or relating to this Agreement shall be settled solely by arbitration in Lawton, Oklahoma, in accordance with the provisions of the Uniform Arbitration Act. Each party shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator. The decision of the arbitrators shall be final, binding, unappealable and unreviewable, and shall be enforceable in any court of competent jurisdiction. This duty to arbitrate shall survive termination of this Agreement. The arbitrator will apply the substantive law of Oklahoma and the United States. Until rendering of the arbitration award, the parties of the arbitration shall pay their own costs and expenses, and share equally the costs and expenses of the arbitration proceedings. Following the arbitration award, the arbitrators shall award to the prevailing party, as determined by them, all of their costs and fees, including without limitation, pre-award fees of the arbitration, arbitrator's fees, travel expenses, hearing costs and out-of-pocket costs associated with the arbitration. Reasonable attorney fees shall also be awarded to the prevailing party.

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NATIONAL BANK

15. Additional Agreements. Concurrently with the execution of this Agreement, Bank and COL will execute additional agreements in forms mutually acceptable so as to enable Bank to perform its services hereunder.
16. Headings. Section and subsection headings are for convenience only and are not for purposes of interpreting this Agreement.
17. Drafting. Both parties are deemed to have participated in the drafting of this Agreement. The rule of construction which construes an ambiguity against the party drafting the agreement is inapplicable.

The parties have executed this Agreement on the date first above written.

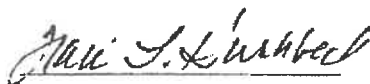
Liberty National Bank

By 
Mark Henry, President

City of Lawton:

By 
Jay Burk, Mayor Pro Tem

ATTEST:


Traci L. Hushbeck, City Clerk

Approved as to form and legality for the City of Lawton this 16th day of November, 2021.


John Raliff, City Attorney

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APPENDIX A

Proposal for Banking Services for City of Lawton

Banking Services Required

General Information:

Liberty National Bank is proposing the services of a financial institution to provide depository banking services beginning JANUARY 1, 2022. Liberty National Bank will perform banking services in accordance with the provisions approved by the City of Lawton and jointly agreed upon by both parties.

Services Required:

1. Check Processing

- a. Daily account statements on approximately 3 major accounts to include return of canceled checks if possible, and if possible, clearly readable check and deposit images. Daily statements are to be received within three working days.
 - i. Daily account statements will be provided reflecting the available balance and account activity detail, image of checks and deposits will be included in electronic format through our Business Online Banking. Access to statements will be available the next business day.
- b. Monthly account statements on approximately 17 accounts to be given to the City no later than three working days from the end of the month.
 - i. Monthly account statements will be provided reflecting the available balance and account activity detail, images of checks and deposits will be included in electronic format through our Business Online Banking. Access to statements will be available the next business day.
- c. Statements must provide collected balances, detail of adjustments and costs, and detail of debits and credits.
 - i. Account statements will reflect the available balance, detailed account activity and will include the images of the checks and deposits.
- d. The requirements for daily account statements can be changed to monthly statements, if, in the opinion of the City, an accurate USB Drive or equivalent media device is provided to clear checks and account access to bank statements and transactions by internet is available.
 - i. Electronic statements and in BAI format will be available the next business day after the statements process (daily & monthly) through our Business Online Banking at no cost.

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2. Automated Clearing House (ACH)
 - a. Utility payments and direct payroll deposits will be provided electronically.
 - i. ACH Origination is available as part of our Cash Management Services through our Business Online Banking. Files for ACH payroll and Utility billing can be imported in any format. Customized ACH templates can be created for the City. We abide by the standards and guidelines established by the NACHA rules authority in preparation and timely submission of ACH files.
3. Cashier's Checks
 - a. Provide cashier checks as needed. (approximately 12 annually)
 - i. Official checks will be provided upon request at no cost.
4. Safe Deposit Box
 - a. Provide one safe deposit box if requested. (At present there is no requirement)
 - i. A safe deposit box will be provided upon request at no cost.
5. Wire Transfer Service
 - a. The bank will provide wire transfer services. Wire services credits and debits notices will be provided the day following the transaction.
 - i. Wire services are available as part of our Cash Management Services through our Business Online Banking and/or with direct banker contact. Email notifications of wire credits and debits can be sent to desired recipients. Customized wire templates can be created for the City.
6. Collateral Pledge Agreements
 - a. The bank will pledge collateral, as required by Oklahoma State Statutes, sufficient to cover all accounts not insured by FDIC.
 - i. Liberty National Bank will provide FDIC Insurance for covered accounts in accordance to the approved limit during the period it serves as the City of Lawton's depository institution. Liberty National Bank will follow the Oklahoma State Treasurer's rules applicable to local public entity deposits for all City of Lawton accounts.

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7. Check and Deposit Slips
 - a. The bank must provide all checks and deposit slips for all City accounts. All products must be compatible with existing City equipment.
 - i. Checks and deposit slips will be provided upon request at no cost.
8. Night depository
 - a. Locking bags and keys are required. (Approximately 42 – 2 for most divisions, 3 for divisions that work weekends, and for Utility Services)
 - i. Locking bags and keys will provided at no cost.
9. Packaged coins and currency
 - a. The bank must provide approximately 3,000 rolls of coins annually and 2 to 6 packages of \$1, \$5, and \$10 bills daily.
 - i. Coin and currency will be available upon request at no additional cost.
10. Stop payment and returned checks
 - a. Returned Checks will be automatically present a second time.
 - i. Handling of all returned checks will be presented a second time..
 - b. Stop Payments will be provided at no charge.
 - i. No fees will be assessed for payments stopped on checks issued by the City.
11. Automatic Investment of General Sundry Funds
 - a. All collected balances will be invested and interest returned to the City on a daily basis at a rate to be specified in the proposal. The City's accounting office will be notified daily of the prior day's interest.
 - i. The interest on deposits accounts will be paid on a monthly basis. The rate will be based on the 4-wk Treasury Bill. The rate will change the first business day of each month and be established for the entire month. A notification will be sent to desired recipients of the new rate once the rate has been determined. Rate as of October 1, 2021 is 0.08%.
 - b. Accounts other than general sundry funds will draw interest at a rate to be specified in the proposal.
 - i. The interest on deposits accounts will be paid on a monthly basis. The rate will be based on the 4-wk Treasury Bill. The rate will change the first business day of each month and be established for the entire month. A notification will be sent to desired recipients of the new rate once the rate has been determined. Rate as of October 1, 2021 is 0.08%.

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FDIC



12. Internet Banking Services

- a. The City will be provided the ability to access account balances and transaction information via an internet connection. The system should provide the ability to initiate wire transactions, transmit ACH direct payroll deposits, access utility billing files for origination, electronically place stop payments on checks, and transfer funds within City accounts.
 - i. Business Online Banking and Cash Management Services will be provided to the City at no cost. Authorized users, depending on their established online access, can view account balances and/or transaction information, initiate ACH and/or Wire transactions, place Stop Payments on checks issued by the City, and/or Transfer funds between accounts, and upload, verify and process exceptions for positive pay. Our Business Online Banking system is customizable per user per account, allowing the City to implement dual control actions as desired.

Liberty National Bank recognizes the importance of having a direct contact to handle the City's accounts and accommodate all inquiries by the City of Lawton. The City of Lawton and City staff will have the direct and mobile phone numbers, along with email addresses of each of the bank's transition team.

Liberty National Bank's home office is located at 629 SW C Ave, Lawton OK 73501. Our home office is also a full-service banking center. The next nearest location is 4005 W Gore Blvd, Lawton OK 73505.

Branch Hours: Monday through Friday Lobby hours 7:55 am to 5:05 pm
(Drive-thru open 7:30 am until 6:00 pm and 9:00 am until Noon Saturdays)

with you all the way



629 SW "C" Avenue, Lawton, Oklahoma 73501 * 580.351.2265 * LNBOK.com





APPENDIX B

Account Analysis Fee Schedule - our analysis fees will be based on actual activity with our proposed cost per unit.

General Account Services	Monthly Volume Units	Cost/Unit
Account Maintenance	-	\$ waived
NSF Charges	-	\$ waived
Stop Payments	-	\$ waived
Returned items	-	\$ waived
Depository Services		
Deposits & Credits Posted		\$ waived
Checks & Debits	-	\$ waived
Deposited items – OnUs	-	\$ waived
Deposited items – Transit	-	\$ waived
ACH Debits Received	-	\$ waived
ACH Credit Received	-	\$ waived
Online Services		
Business Online Banking		\$ waived
Tokens Replacement	-	\$ waived
ACH Services		
ACH Master File Originations	-	\$ waived
ACH Credits Origination	-	\$ waived
ACH Return Items	-	\$ waived
Wire Services		
Incoming Domestic Wires	-	\$ waived
Incoming International Wires	-	\$ waived
Outgoing Domestic Wires	-	\$ waived
Outgoing International Wires	-	\$ waived
Reconciliation Services		
Bank Statements	-	\$ waived

Additional Accounts may affect these items.

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IV. Transition Packet

Transition Team

City of Lawton
(COL)

Michael Cleghorn, City Manager
Kristin Huntley, Interim Finance Director

Gwendolyn Spencer, IT Director

Liberty National Bank
(LNB)

Rick Walker, CEO

Mark Henry, President

Brian Henry, SVP

Amanda Bay, Treasury Management Officer

Robert Gillian, Chief Information Officer

Alaina Whitley, Online Banking Manager

Technology Management Resources, Inc
(TMR)

Amy Burnell, VP Business Builder Services
Support Team

Transition Schedule

Decision to proceed with Transition

COL

TBD

Schedule Kick-Off Call

COL/LNB/TMR

Upon notice

-Add additional tasks/team

-Establish Target Completion Dates

-Schedule weekly update meetings

Establish Accounts

COL/LNB

Week 1

-Collect information for accounts

-Open Accounts/Send for signatures

-Receive completed Signature Cards

-Set up accounts in Online Banking

-Order Checks

-Order Deposit Tickets

-Go live date

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LIBERTY

NATIONAL BANK

Transition Schedule (Continued)

<i>Deposit Placement Agreement (ICS)</i>	COL/LNB	Week 1
-Determine Target Balance		
-Prepare/send agreement for signature		
-Receive completed agreement		
-Set up account in Online Banking		
<i>Open Post Office Box</i>	LNB	Week 1
<i>LockBox Account Setup (4-6 weeks)</i>	COL/LNB/TMR	Week 1-6
-Collect file specifications from A/R software		
-Sample Remittance if there is a scanline		
-Collect all rules/special requests		
-Complete form/Submit to TMR		
-Begin Testing LockBox Services		
-Schedule for mailing out remittances		
-Go live date		
<i>ACH/EFT/Outstanding Checks (30-60 days)</i>	COL/LNB	Week 2-8
-Provide bank with list of ACH/EFTs		
-Notify payors/originators of acct change		
-Reconcile outstanding checks		
-Place Stop Payments on stale dated checks		
<i>Training</i>	COL/LNB/TMR	Week 7-8
-LockBox Online Portal		
-Working exceptions		
-Viewing reports		
-Retrieving images		
-LNB Online Banking		
-		
-		
<i>Transfer balances from previous bank service provider</i>	COL	TBD
<i>Close Accounts with previous bank service provider</i>	COL	TBD

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V. Company Signature Page

Name of Financial Institution

Liberty National Bank

The undersigned acknowledges that they have read and understand the provisions set forth in the specifications for City of Lawton banking services and agrees that they can furnish the specified services at the quoted prices.

Signature of Authorized Official:

Title of Official: President

Date: 10/26/2021

Office Address: 629 SW C Ave, Lawton OK 73501

Telephone Number: 580.351.2265

with you all the way



629 SW "C" Avenue, Lawton, Oklahoma 73501 * 580.351.2265 * LNBOK.com



Item Title:

Consider approving Change Order No. 1 for Sewell Bros., Inc. on Engineering project EN2204-Construction of 11th St Bridges M94-2 & M94-3 in the amount \$36,534.

Initiator: Michael Jones, Engineering Director/ ADA Coordinator

Information Source: Michael Jones, Engineering Director/ ADA Coordinator

Background:

On May 27, 2025, Council awarded the construction contract for Engineering Project EN2204-Construction of 11th St Bridges M94-2 & M94-3 to Sewell Bros., Inc. The project requires demolition and reconstruction of existing bridges and performing other work as shown on plans. The construction time of the project is specified as 240 calendar days.

Change Order No. 1 accounts for relocation of an existing water main and related surface restoration along SW 11th Street, due to unanticipated utility conflicts identified in the field during construction that differed from record information available at design and bid. Work includes the installation of a new 12-inch waterline, valves, fittings, tie-ins, flushing, chlorination, and backfill, totaling \$36,534. Making the new contract sum as \$2,640,122.47. The contract was issued for 240 calendar days with Notice to Proceed on June 23, 2025 and an original completion date of February 17, 2026, and at this time there has been no adjustment to contractual calendar days.

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

N/A

Funding Source:

Ad Valorem GoBond24

Recommended Action:

Approve Change Order No. 1 for Sewell Bros., Inc. on Engineering project EN2204-Construction of 11th St Bridges M94-2 & M94-3 in the amount \$36,534.

ATTACHMENTS:

1. change order #0111042025



**CITY PROJECT EN2204
BRIDGE AND APPROACHES
SW 11TH STREET OVER WOLF CREEK & WOLF
CREEK OVERFLOW
CHANGE ORDER NO. 1**

Project No. EN2204

Date: October 24, 2025

PROJECT:

EN2204
Bridge and Approaches
SW 11TH Street Over Wolf Creek &
Wolf Creek Overflow

CONTRACT INFORMATION:

Contract For: Bridge & Approaches
NTP Date: June 23, 2025

AMENDMENT/CHANGE ORDER INFO:

Change Order Number: 1

OWNER:

City of Lawton
212 Southwest 9th Street
Lawton, OK 73501

DESIGN ENGINEER:

H.W. Lochner, Inc.,
3600 NW 138th Street, Suite 202
Oklahoma City, OK 73118

CONTRACTOR:

Sewell Bros, Inc.
PO Box 95366
Oklahoma City, OK 73143

THE CONTRACT IS CHANGED AS FOLLOWS:

Change Order No. 1

Change Order No. 1 accounts for relocation of an existing water main and related surface restoration along SW 11th Street, due to unanticipated utility conflicts identified in the field during construction that differed from record information available at design and bid. Work includes installation of new 12-inch waterline, valves, fittings, tie-ins, flushing and chlorination, and backfill. The contract was issued for 240 calendar days with Notice to Proceed on June 23, 2025 and an original completion date of February 17, 2026, and at this time there has been no adjustment to contractual calendar days.

BID ITEM NO.	BID PAY ITEM DESCRIPTION	UNIT	ADD. QTY	UNIT PRICE	ADD. QTY TOTAL AMOUNT
67	12" WATERMAIN, FITTINGS, & DIRECTIONAL DRILLING	LF	240	\$55.00	\$13,200.00
68	12" GATE VALVE AND BOX	EA	6	\$2,000.00	\$12,000.00
69	CONNECTION TIE-IN	EA	2	\$4,500.00	\$9,000.00
70	FLUSH AND CHLORINATE	EA	1	\$2,334.00	\$2,334.00
Total Change Order Quantities Price					\$36,534.00

The original Contract Sum was

\$ 2,603,588.47

The net change by previously authorized Amendments/Change Orders

\$ 0.00

The Contract Sum prior to this Amendment/Change Order

\$ 2,603,588.47

The Contract Sum will be increased by this Amendment/Change Order in the amount of

\$ 36,534.00

The new Contract Sum including this Amendment/Change Order will be

\$ 2,640,122.47

NOT VALID UNTIL SIGNED BY THE DESIGN ENGINEER, CONTRACTOR AND OWNER.

H.W. Lochner, Inc.

DESIGN ENGINEER

Troy Travis

SIGNATURE

Troy Travis, Project Engineer

PRINTED NAME AND TITLE

10/24/2025

DATE

Sewell Bros, Inc.

CONTRACTOR

Gary Sewell

SIGNATURE

Gary Sewell - Pres

PRINTED NAME AND TITLE

11-04-2025

DATE

City of Lawton

OWNER

SIGNATURE

Stan Booker, Mayor

PRINTED NAME AND TITLE

DATE

Attest:

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on the _____ day of _____, 2025

Jari Askins, Interim City Attorney

I, Chandra Young, Finance Director, of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount of this encumbrance (\$ _____) against the appropriated Account # (_____) and after charging this encumbrance in the amount of \$ _____, there is an unencumbered balance in said appropriated account of \$ _____.

Dated this _____ day of _____, 2025

Chandra Young, Finance Director

Item Title:

Receive notice from Building Division that a special Construction permit was issued pursuant to Section 16-4-2-424.9 of Lawton City Code to allow the contractors to work on Saturday, October 26, 2025, and Sunday, October 27, 2025, at 7084 W Gore Boulevard.

Initiator: Larry Parks, Director

Information Source: Charlotte Brown, Deputy Director

Background:

Section 16-4-2-424 requires that notice be provided to City Council at the next meeting after a special work permit has been issued.

A special work permit was issued for the contractors at 7084 W Gore Blvd to have their trim contractors work on October 26 & 27, 2025, from 8am to 6pm. They planned to install trim and do painting work. All the work will be done inside one of the buildings, so noise should be minimal. The permit was approved by the City Manager on 10/25/2025 with the requirement that no trim work take place on October 27, 2025.

Correlation to the True North Statement:

Transparency

Exhibit:

Work Permit for 10/26/2025 & 10/27/2025

Key Issues:

n/a

Funding Source:

n/a

Recommended Action:

Receive notice from Building Division that a special Construction permit was issued pursuant to Section 16-4-2-424.9 of Lawton City Code to allow the contractors to work on Saturday, October 26, 2025, and Sunday, October 27, 2025, at 7084 W Gore Boulevard.

ATTACHMENTS:

1. Work Permit for 10/26/2025 & 10/27/2025



Community Enrichment Department
212 SW 9th Street, Lawton, Oklahoma 73501
Phone: 580-581-3360

MEMORANDUM

TO: John Ratliff, City Manager
THRU: Larry Parks, Community Enrichment Director
FROM: Charlotte Brown, Community Enrichment Deputy Director
SUBJECT: Request to work on the weekend on October 25, 2025 and October 26, 2025
DATE: October 24, 2025

City Manager Ratliff,

A request has come to me for a contractor to work on Saturday, October 25, 2025 and Sunday, October 26, 2025. The request is for the property located at 7084 W Gore Boulevard. There are currently three building permits for new construction of an apartment complex (BLDC-2411-000690, BLDC-2411-000691 & BLDC-2411-000692). The contractor is requesting to work so that they can do interior painting and trim work. The trim crew will be using a trim/nail gun (w/ pancake compressor supplying compressed air), and an electric miter saw. These tools (miter saw, pancake compressor and nail gun) will be used only inside of the units and with the windows closed. The painting crew will be working only on the interior of the units as well. The request was made that both crews were able to work on both Saturday and Sunday. However, the contractor has expressed that he understands the trim work may generate some external noise and is willing to forgo their working on Sunday should that be the decision that is made. All work is projected to be inside the building so noise should be at a minimum.

Section 16-4-2-424.9 allows an exemption to be granted to allow for Construction work to be conducted outside of the normal weekdays between 8am-6pm.

This permit will only suffice for work on the dates requested above and shall be conducted between the hours of 8am – 6pm.

☐ I approve the work for Saturday, October 25, 2025 and Sunday, October 26, 2025

☒ I approve the work for Saturday, October 25, 2025 and Sunday, October 26, 2025 with no trim work to take place on Sunday, October 26, 2025.

☐ I do not approve the work for Saturday, October 25, 2025 and Sunday, October 26, 2025.

A handwritten signature in black ink, appearing to read "J. M. Ratliff", is written over a horizontal line.
JOHN RATLIFF, CITY MANAGER

Item Title:

Receive notice from Building Division that a special Construction permit was issued pursuant to Section 16-4-2-424.9 of Lawton City Code to allow the contractors to work on Saturday, November 1, 2025, and Sunday, November 2, 2025, at 7084 W Gore Boulevard.

Initiator: Larry Parks, Director

Information Source: Charlotte Brown, Deputy Director

Background:

Section 16-4-2-424 requires that notice be provided to City Council at the next meeting after a special work permit has been issued.

A special work permit was issued for the contractors at 7084 W Gore Blvd to have their trim contractors work on November 1 & 2, 2025, from 8am to 6pm. They planned to install trim and do painting work. All the work will be done inside one of the buildings, so noise should be minimal. The permit was approved by the City Manager on 10/31/2025 with the requirement that no trim work take place on November 2, 2025.

Correlation to the True North Statement:

Transparency

Exhibit:

Permit to work on 11/1 & 11/2/2025

Key Issues:

n/a

Funding Source:

n/a

Recommended Action:

Receive notice from Building Division that a special Construction permit was issued pursuant to Section 16-4-2-424.9 of Lawton City Code to allow the contractors to work on Saturday, November 1, 2025, and Sunday, November 2, 2025, at 7084 W Gore Boulevard.

ATTACHMENTS:

1. Permit to work on 11/1 & 11/2/2025



Community Enrichment Department
212 SW 9th Street, Lawton, Oklahoma 73501
Phone: 580-581-3360

MEMORANDUM

TO: John Ratliff, City Manager
THRU: Larry Parks, Community Enrichment Director *[Signature]*
FROM: Charlotte Brown, Community Enrichment Deputy Director *[Signature]*
SUBJECT: Request to work on the weekend on November 1, 2025 and November 2, 2025
DATE: October 30, 2025

City Manager Ratliff,

A request has come to me for a contractor to work on Saturday, November 1, 2025 and Sunday, November 2, 2025. The request is for the property located at 7084 W Gore Boulevard. There are currently three building permits for new construction of an apartment complex (BLDC-2411-000690, BLDC-2411-000691 & BLDC-2411-000692). The contractor is requesting to work so that they can do interior painting and trim work. The trim crew will be using a trim/nail gun (w/ pancake compressor supplying compressed air), and an electric miter saw. These tools (miter saw, pancake compressor and nail gun) will be used only inside of the units and with the windows closed. The painting crew will be working only on the interior of the units as well. The request was made that both crews were able to work on both Saturday and Sunday. However, the contractor has expressed that he understands the trim work may generate some external noise and is willing to forgo their working on Sunday should that be the decision that is made. All work is projected to be inside the building so noise should be at a minimum.

Section 16-4-2-424.9 allows an exemption to be granted to allow for Construction work to be conducted outside of the normal weekdays between 8am-6pm.

This permit will only suffice for work on the dates requested above and shall be conducted between the hours of 8am – 6pm.

___ I approve the work for Saturday, November 1, 2025 and Sunday, November 2, 2025.

X I approve the work for Saturday, November 1, 2025 and Sunday, November 2, 2025 with no trim work to take place on Sunday, November 2, 2025.

___ I do not approve the work for Saturday, November 1, 2025 and Sunday, November 2, 2025.

[Signature]
JOHN RATLIFF, CITY MANAGER

Item Title:

Consider awarding contract (CL26-006) Cationic Polymer to Polydyne, Inc.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

The contract (CL26-006) Cationic Polymer was put out to bid on 14OCT2025 and closed bids on 29OCT2025. Polydyne Inc. is the only company that submitted a bid, and is the current contract holder. The recommendation has been received from Water Plant Supervisor that the contract be awarded to Polydyne Inc. The vendors have satisfactorily fulfilled the terms and conditions of the current contract. **This chemical is imperative for function of our water plants to provide a safe community through clean water for the citizens as stated in the True North Culture.**

Correlation to the True North Statement:

Awarding Contract CL26-006 for Cationic Polymer to Polydyne Inc. directly supports the City of Lawton's True North Statement by ensuring the continued delivery of safe, clean, and reliable drinking water to our citizens. The chemical is essential to the effective operation of the City's water treatment plants, safeguarding public health and maintaining compliance with state and federal water quality standards. Polydyne Inc. has satisfactorily met all terms and conditions of the current contract, and their continued partnership reflects responsible stewardship of public funds, operational continuity, and a commitment to community safety. This recommendation upholds the City's True North Culture by prioritizing public service excellence, accountability, and the well-being of Lawton residents.

Exhibit:

Single PDF with all contracting documents

Key Issues:

Does the City of Lawton wish to award contract (CL26-006) Cationic Polymer to Polydyne Inc., P.O. Box 279, Riceboro, GA 31323?

Funding Source:

MPWTP Chemical Account (7006509-51015), SEWTP (7006510-51015)

Recommended Action:

Award contract (CL26-006) with Polydyne Inc., P.O. Box 279 Riceboro, GA 31323.

ATTACHMENTS:

1. CL26-006 CivicPlusUpload

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL26-006 Cationic Polymer

CITY COUNCIL AUTHORIZATION:

Date Authorized: November 11, 2025

CivicPlus File ID: 2025-1462

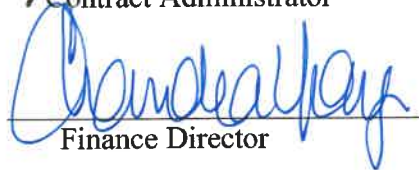
DOCUMENTS REVIEWED AS TO:

Content:


Contract Administrator

11/3/2025

Content:


Finance Director

11/3/2025

Forms:

City Attorney

COMMENTS:

New Contract

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

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

City Attorney



City of Lawton

Department of Public Utilities

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

To: Jose Cardenas, Contract Administrator – Financial Services
From: *Carl Gray* Carl Gray, Water Plants Superintendent
Thru: *Rusty Whisenhunt* Rusty Whisenhunt, Director of Public Utilities *rw*
Subject: CL26-006 Cationic Polymer
Date: October 31, 2025

After reviewing the bids, it is recommended to award the contract for CL26-006 Cationic Polymer to Polydyne, Inc. Polydyne, Inc. meets all requirements and contract increases are minimal. Contract expenditures are expected to be greater than \$75,000 per year.

Funds are available in the in the Medicine Parker Water Treatment Plant and the Southeast Water Treatment Plant Division's Chemical Accounts (7006509-51015) and (7006510-51015).

If you have any questions regarding this information, please contact me.



CITY OF LAWTON

FINANCE DEPARTMENT

MEMORANDUM

To: Willie Whisenhunt, Director of Public Utilities
Thru: Carl Gray, Water Plant Supervisor
From: Jose Cardenas, Contract Administrator
Subject: **CL26-006 Cationic Polymer**

Enclosed please find the bids for CL26-006 Cationic Polymer following the bid opening on Wednesday, October 29, 2025.

Please review the bids and send us your vendor recommendation for this contract. Please let me know if you have any questions.

Thank you,


Jose Cardenas

ABSTRACT OF BIDS

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below.

Signature: 

IFB/RFP Number CL26-006		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>1</u>			
IFB/RFP Title Cationic Polymer		Date Opened: 10/29/2025		Univar Solutions Inc. Roise Holiday 8201 S 212th Kent, WA 98032 253-872-5000 muniteam-west@univar.com		Polydyne, Inc. Boyd Stanley PO Box 279 Riceboro, GA 31323 800-848-7659 option 2 bids@polydyneinc.com			
Contract Administrator Jose Cardenas		Number of ADDENDA Issued None		Addenda Acknowledged N/A		Addenda Acknowledged N/A			
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:				N/A N/A N/A N/A		As required Yes Yes N/A			
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks		
1	Cationic Polymer - 90 day guarantee	135,000	lbs	--	No Bid	\$0.68			
2	Cationic Polymer - 180 day guarantee	270,000	lbs	--	No Bid	\$0.68			
3	Cationic Polymer - 365 day guarantee	85,000	lbs	--	No Bid	\$0.68			
4	Cationic Polymer (Totes) 90 day guarantee	4	totes	--	No Bid	\$1,564.00	*per tote		
5	Cationic Polymer (Totes) 180 day guarantee	6	totes	--	No Bid	\$1,564.00	*per tote		
6	Cationic Polymer (Totes) 365 day guarantee	12	totes	--	No Bid	\$1,564.00	*per tote		

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Jose.Cardenas@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Bid Typed: October 8, 2025	Dates Bid Advertised: October 9, 2025	No Bids Received After: October 29, 2025 2:00pm	
Contract Number and Title: CL26-006 Cationic Polymer		Requirements-type Contract: Contract Period: 12 months	
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Polydyne Inc. / Boyd Stanley		Reason for No Bid:	
Mailing Address: 1 Chemical Plant Rd.		Terms: Net 30 Days - No Discounts	
City: Riceboro	State: GA	Zip: 31323	Delivery: 10 - 20 Days ARO
Area Code and Phone Number: (800) 848-7659 Option 2		Email Address: bids@polydyneinc.com	
Federal Employer Identification Number or Social Security Number 34-1810283			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Georgia COUNTY OF Liberty

Boyd Stanley

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.

Boyd Stanley
 SIGNATURE OF AUTHORIZED AGENT

Boyd Stanley, Sr. Vice President

PRINT/TYPE NAME/TITLE

Firm: Polydyne Inc.

Address: 1 Chemical Plant Road

Riceboro, GA 31323

(City, State, Zip)

Phone: (800) 848-7659 Opt. 2

Subscribed & sworn before me this 23rd day of October, 20 25

Sandy Wells

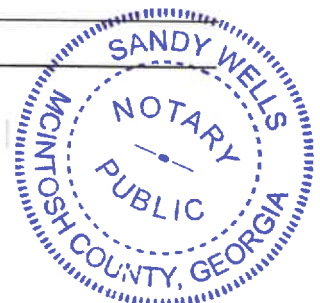
My Commission expires: 11-6-29 Notary Public

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

[AFFIX SEAL]

FORM REVISED 2/14/22

SANDY WELLS
 NOTARY PUBLIC
 McIntosh County
 State of Georgia
 My Comm. Expires 1/16/2029



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/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 bid opening date. 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 Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

- 7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and 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, or minor specification deviation when considered to be in the best interest of the City.
- 9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
- 10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
- 11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
- 12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids 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 bid 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 bidder/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 or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications 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. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). 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 the 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 bidder/vendor until accepted by the ordering agency. The bidder/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 Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/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 supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor 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 invitation to bid 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, institutions and all employees of the aforementioned, 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 contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
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 on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. 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:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - 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:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/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, 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 bidder/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' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid 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 bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/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 the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid 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 bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, 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 awarding of the contract:
 - a. **General Liability:** The bidder/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 bidder/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 claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/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 showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications 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 specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/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 specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

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

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, 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 bidder/vendor prior to submission of his bid 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 bidder/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:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/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 bidder/vendor shall take affirmative action to insure 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 bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.

38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/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 this contract 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 bidder/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 bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for 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. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.
45. **COMPANIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES:** Contractor verifies that it does not have practice, policy, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and provided in the Title 21 Section 1289.31 of the Oklahoma Statutes.

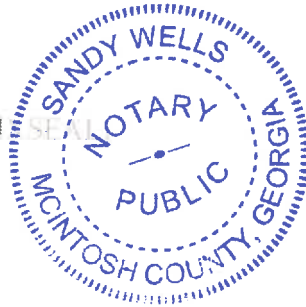
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Georgia

SS

COUNTY OF Liberty

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Polydyne Inc.

Business Name / Contractor Name

Signed Boyd Stanley
Print: Boyd Stanley, Sr. Vice President

Attested to before me this 23rd day of October 2025.

Sandy Wells
Notary Public

My Commission Expires

SANDY WELLS
NOTARY PUBLIC
McIntosh County
State of Georgia
My Comm. Expires 1/16/2029

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

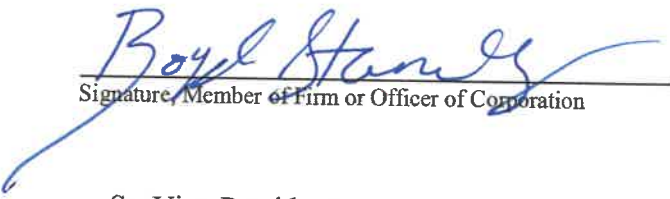
CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL26-006 Cationic Polymer
Contract Number

10/23/2025
Date

Polydyne Inc.
Name of Contractor (Print)


Signature, Member of Firm or Officer of Corporation

Sr. Vice-President
Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-08

SPECIFICATION TITLE: Cationic Polymer

APPROVAL DATE: August 22, 2022

DELIVERY: (Bulk) City of Lawton WTP,
East Lake Dr., Medicine Park, OK 73557

(275lb Totes) City of Lawton SEWTP
4596 SE 15th St., Lawton, OK 73501

- a. Item(s) shall be delivered, FOB, to the addresses shown above.

WARRANTY: Will be considered during award.

- a. Bidder is to clearly state the terms of the standard warranty and the cost and terms of any additional available warranties.

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

DESCRIPTION:

- a. The following specifications are the minimum acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Vendor to fax security information prior to delivery, i.e., Driver's name, license #, picture, trailer #, and trailer tank opening seal #'s.	X	
2	Vendor to supply certified weight certificate and product analysis at the time of delivery. Payment shall be made only for the weight of product delivered.	X	
3	Vendor to state delivery time ARO and delivery time during an emergency. This information will be used as criteria in bid evaluation.	X	
4	Vendor must supply a current and complete safety data sheet (SDS) prior to first delivery.	X	

**Coagulant Aid/Cationic Polymer Specification
(continued)**

ITEM	DESCRIPTION	COMPLY	
		Y	N
5	Product acceptability shall be established under applicable ANSI/NSF standard (60 or 61) and must be suitable for use with treatment of drinking water.	X	
6	The vendor's agent (Truck Driver) shall provide samples for the plant operator. Plant operator will provide sample containers.	X	
7	The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.	X	
8	Delivery hours are Monday thru Friday 8:00 am to 3:30 pm.	X	
9	Product is to be bid in pounds.	X	
10	New Vendors must schedule and perform Jar and pilot tests, at vendor's expense, on products not previously tested at the WTP prior to bidding and show reasonable performance / cost results.	X	
11	Vendor must provide product that is compatible with current pumping, piping, and storage at facilities.	X	
12	Chemical must be compatible with existing chemical in place and warrant no pipework flushing, tank or storage cleanout, and must not adversely react with existing chemical when mixed.	X	
13	Must meet standards of Magnifloc® LT7985 or equivalent. Vendor to provide equivalency documentation.	X	

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Polydyne Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1 Chemical Plant Road	Requester's name and address (optional)
6 City, state, and ZIP code Riceboro, GA 31323	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
3	4	-	1	8	1	0	2	8 3

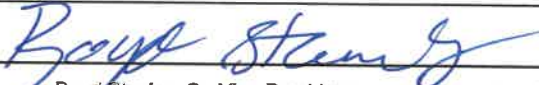
Part II Certification

Under penalties of perjury, I certify that:

Boyd Stanley, Sr. Vice-President

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 10/23/25
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a) 11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—

A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Bid Number: CL26-006

Bid Title: Cationic Polymer

Vendor Name: Polydyne Inc.

(please complete above information)

Price Bid
(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Cationic Polymer (Bulk Delivery) price for 90-day guarantee	135,000	Lbs	\$0.68/Lb.
2.	Cationic Polymer (Bulk Delivery) price for 180-day guarantee	270,000	Lbs	\$0.68/Lb.
3.	Cationic Polymer (Bulk Delivery) price for 365-day guarantee	85,000	Lbs	\$0.68/Lb.
4.	Cationic Polymer (300-330 gal Totes) price for 90-day guarantee	4	Totes	\$1,564.00/Tote*
5.	Cationic Polymer (300-330 gal Totes) price for 180-day guarantee	6	Totes	\$1,564.00/Tote*
6.	Cationic Polymer (300-330 gal Totes) price for 365-day guarantee	12	Totes	\$1,564.00/Tote*

Brand Bid: CLARIFLOC

Model Bid: C-308P

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant E. Lake Drive & Water Street Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 th Street Lawton, OK 73501

Questions regarding the attached specifications should be posted onto Bidsync at
www.bidsync.com/bidsync-cas/.

* Please note Totes of CLARIFLOC C-308P contains 2,300 Lbs. The price per pound is \$0.680.

Notes:

1. As per accompanying Specifications.
2. This is a requirements contract.
3. There are no insurance or bond requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.

What is Bidnet Direct?

State and local government agencies throughout the State of Oklahoma, like the [City of Lawton](#), utilize Bidnet Direct for distribution of solicitations - including documents and addendum, vendor management and award management. Many participating agencies also utilize the electronic bid submission option for vendors to submit responses directly online through the platform. In addition, our content team of researchers visits thousands of agency websites, newspapers, and other locations to aggregate open solicitations from non-participating agencies to alert registered vendors of matching opportunities.

How do I register on Bidnet Direct to receive City of Lawton's business opportunities?

Registration on Bidnet Direct is done online. To receive notifications of matching the City of Lawton business opportunities, simply register [here](#).

What are the registration options?

There are 4 types of registration options.

When you register, you are registering for access to not only the [City of Lawton's](#) open solicitations, but also solicitations from other participating agencies throughout Oklahoma.

Group, Statewide, and Federal options will provide you with automated notifications of participating agency matching bids and, additionally, all statewide matching government bids and/or Federal Bids.

Free registration will allow you to access documents, respond to electronic bids and more; The City of Lawton has a special arrangement where **you will receive notifications** of matching solicitations and addenda even when selecting the Free, Limited Access package.

Limited \$0	Group Agencies \$9/month <i>billed annually</i>	State & Local \$36/month <i>billed annually</i>	Federal, State & Local \$45/month <i>billed annually</i>
✓ Member agency bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids ✓ Federal bids

What information do I need to register on Bidnet Direct?

Basic registration requires key contact information for your company's main user, such as company name, address, and phone number. Once you have completed the basic registration, you will receive an email to verify your account information. After your account is verified, you will be prompted to complete additional information, including NIGP Category code selections and any applicable Disadvantage Business Enterprise (DBE) or Small Business (SB) certification information. You can start the [registration process here](#).

Will I be able to download documents?

Yes, all registered vendors can download documents from the [City of Lawton](#) along with other participating agency documents attached to matching solicitations.

I am having trouble registering or have a Bidnet Direct question, who can I contact for assistance?

Bidnet Direct's Vendor Support team is available M-F from 7 a.m. – 7 p.m. CT. You can contact us at (800) 835-4603, option 2 or support@bidnet.com.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, October 24, 2025** at 12:15 a.m. Eastern Time.
Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

[http://info.nsf.org/Certified/PwsChemicals/Listings.asp?
CompanyName=Polydyne+Inc%2E&TradeName=c%2D308p&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Polydyne+Inc%2E&TradeName=c%2D308p&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

Visit this company's website

(<http://www.polydyneinc.com>)

Facility : Los Angeles, CA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation

Clarifloc® C-308P

Product Function

Coagulation & Flocculation

Max Use

50 mg/L

Facility : Riceboro, GA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)	Product Function	Max Use
Trade Designation	Coagulation & Flocculation	50mg/L
Clarifloc® C-308P		

Facility : Dolton, IL

Poly (Diallyldimethylammonium Chloride)(pDADMAC)	Product Function	Max Use
Trade Designation	Coagulation & Flocculation	50mg/L
Clarifloc® C-308P		

Facility : Pearlinton, MS

Poly (Diallyldimethylammonium Chloride)(pDADMAC)	Product Function	Max Use
Trade Designation	Coagulation & Flocculation	50mg/L
Clarifloc® C-308P		

Number of matching Manufacturers is 1
Number of matching Products is 4
Processing time was 0 seconds



The Public Health and Safety Organization

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[Company Name=Polydyne+Inc%2E&Trade Name=c%2D308p&Plant Country=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Polydyne+Inc%2E&TradeName=c%2D308p&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

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P.O. Box 279

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Facility : Los Angeles, CA

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Trade Designation

Clarifloc® C-308P

Product Function

Coagulation & Flocculation

Max Use

50 mg/L

Facility : Riceboro, GA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L

Facility : Dolton, IL

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L

Facility : Pearlinton, MS

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds

CLARIFLOC C-308P POLYMER

CHARACTERISTICS

CLARIFLOC C-308P polymer is a low molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water clarification in a variety of municipal applications. CLARIFLOC C-308P can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-308P is NSF certified for clarification of potable water at dosages up to 50 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear Amber Liquid
Density	8.4 - 8.9 Lbs/Gal
Freezing Point	25 F. (-4 C.)
Solubility	Totally Water Soluble

PREPARATION AND FEEDING

CLARIFLOC C-308P is a solution polymer which can be diluted to any convenient concentration for feeding. No special make-down or activation procedures are necessary. The polymer can be diluted in-line using a static mixer or in a stirred vessel. Diluting to 1-10% is highly recommended for all clarification applications because the coagulant will be distributed more efficiently into the system with less chance of overdose.

MATERIALS OF CONSTRUCTION

Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

Specific Gravity	1.03 - 1.05
% Active	19.0-22.0
Product Viscosity	80 - 180 cPs
Product pH	5.0-7.0

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

HANDLING AND STORAGE

CLARIFLOC C-308P has a suggested in-plant storage life of one year in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-308P, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

PRODUCT SAFETY INFORMATION

CLARIFLOC C-308P is a mildly acidic product that can irritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-308P, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-308P Polymer is shipped in 55 gallon drums containing 450 pounds net and 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from any location in the continental United States, call toll free:

(800) 848-7659

CLARIFLOC C-308P POLYMER

CHARACTERISTICS

CLARIFLOC C-308P polymer is a low molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water clarification in a variety of municipal applications. CLARIFLOC C-308P can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-308P is NSF certified for clarification of potable water at dosages up to 50 mg/L.

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Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

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SHIPPING

CLARIFLOC C-308P Polymer is shipped in 55 gallon drums containing 450 pounds net and 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from any location in the continental United States, call toll free:

(800) 848-7659



SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ C-308P**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET

CLARIFLOC™ C-308P

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Contains no reportable hazardous substances.

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine®. Get prompt medical attention.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures**5.1. Extinguishing media***Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

5.2. Special hazards arising from the substance or mixture*Hazardous decomposition products:*

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters*Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures***Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

Do not contaminate water.

6.3. Methods and material for containment and cleaning up*Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:
None known.

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:

i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties**9.1. Information on basic physical and chemical properties**

a) Appearance:	Clear to slightly yellow liquid.
b) Odour:	None.
c) Odour Threshold:	Not applicable.
d) pH:	3 - 7 (See Technical Bulletin or Product Specifications for a more precise value, if available)
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible in water.
o) Partition coefficient n-octanol/water (log value):	< 0
p) Autoignition temperature:	Does not self-ignite (based on the chemical structure).
q) Decomposition temperature:	> 150°C
r) Viscosity:	See Technical Bulletin.
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

<i>Acute oral toxicity:</i>	LD50/oral/rat > 5000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rat > 5000 mg/kg.
<i>Acute inhalation toxicity:</i>	Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.
<i>Skin corrosion/irritation:</i>	Not irritating.
<i>Serious eye damage/eye irritation:</i>	Slightly irritating.
<i>Respiratory/skin sensitisation:</i>	Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.
<i>Mutagenicity:</i>	Not mutagenic.
<i>Carcinogenicity:</i>	By analogy with similar substances, this substance is not expected to be carcinogenic.

<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction.
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	No known effect.
<i>Aspiration hazard:</i>	No hazards resulting from the material as supplied.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

<i>Acute toxicity to fish:</i>	LC50/Danio rerio/96 hours > 100 mg/L
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia magna/48 hours > 100 mg/L
<i>Acute toxicity to algae:</i>	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	No data available.
<i>Toxicity to microorganisms:</i>	EC0/activated sludge/0.5 hours = 1000 mg/L (OECD 209)
<i>Effects on terrestrial organisms:</i>	Exposure to soil is unlikely.
<i>Sediment toxicity:</i>	Exposure to sediment is unlikely.

12.2. Persistence and degradability

Information on the product as supplied:

<i>Degradation:</i>	Not readily biodegradable.
<i>Hydrolysis:</i>	Does not hydrolyse.
<i>Photolysis:</i>	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow): < 0

Bioconcentration factor (BCF): ~0

12.4. Mobility in soil

Information on the product as supplied:

Exposure to soil is not to be expected.

K_{oc}: ~0

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

SAFETY DATA SHEET

CLARIFLOC™ C-308P

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

Not concerned.

SECTION 16: Other information

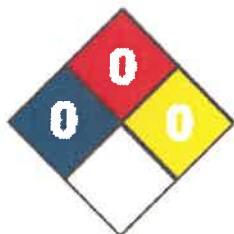
NFPA and HMIS Ratings:

SAFETY DATA SHEET

CLARIFLOC™ C-308P

NFPA:

Health: 0
Flammability: 0
Instability: 0



HMIS:

Health: 0
Flammability: 0
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 12. Ecological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 24.01.a

LDCC010A

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ C-308P**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET

CLARIFLOC™ C-308P

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Contains no reportable hazardous substances.

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine®. Get prompt medical attention.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures**5.1. Extinguishing media***Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

5.2. Special hazards arising from the substance or mixture*Hazardous decomposition products:*

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters*Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures***Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

Do not contaminate water.

6.3. Methods and material for containment and cleaning up*Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:
None known.

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:

i) *Hand protection:* PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

ii) *Other:* Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties**9.1. Information on basic physical and chemical properties**

a) Appearance:	Clear to slightly yellow liquid.
b) Odour:	None.
c) Odour Threshold:	Not applicable.
d) pH:	3 - 7 (See Technical Bulletin or Product Specifications for a more precise value, if available)
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible in water.
o) Partition coefficient n-octanol/water (log value):	< 0
p) Autoignition temperature:	Does not self-ignite (based on the chemical structure).
q) Decomposition temperature:	> 150°C
r) Viscosity:	See Technical Bulletin.
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

<i>Acute oral toxicity:</i>	LD50/oral/rat > 5000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rat > 5000 mg/kg.
<i>Acute inhalation toxicity:</i>	Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.
<i>Skin corrosion/irritation:</i>	Not irritating.
<i>Serious eye damage/eye irritation:</i>	Slightly irritating.
<i>Respiratory/skin sensitisation:</i>	Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.
<i>Mutagenicity:</i>	Not mutagenic.
<i>Carcinogenicity:</i>	By analogy with similar substances, this substance is not expected to be carcinogenic.

SAFETY DATA SHEET

CLARIFLOC™ C-308P

<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction.
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	No known effect.
<i>Aspiration hazard:</i>	No hazards resulting from the material as supplied.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

<i>Acute toxicity to fish:</i>	LC50/Danio rerio/96 hours > 100 mg/L
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia magna/48 hours > 100 mg/L
<i>Acute toxicity to algae:</i>	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	No data available.
<i>Toxicity to microorganisms:</i>	EC0/activated sludge/0.5 hours = 1000 mg/L (OECD 209)
<i>Effects on terrestrial organisms:</i>	Exposure to soil is unlikely.
<i>Sediment toxicity:</i>	Exposure to sediment is unlikely.

12.2. Persistence and degradability

Information on the product as supplied:

<i>Degradation:</i>	Not readily biodegradable.
<i>Hydrolysis:</i>	Does not hydrolyse.
<i>Photolysis:</i>	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow): < 0

Bioconcentration factor (BCF): ~0

12.4. Mobility in soil

Information on the product as supplied:

Exposure to soil is not to be expected.

Koc: ~0

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

SAFETY DATA SHEET

CLARIFLOC™ C-308P

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

Not concerned.

SECTION 16: Other information

NFPA and HMIS Ratings:

SAFETY DATA SHEET

CLARIFLOC™ C-308P

NFPA:

Health: 0
Flammability: 0
Instability: 0



HMIS:

Health: 0
Flammability: 0
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 12. Ecological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 24.01.a

LDCC010A

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

TABULATIONS FOR BID

To: City of Lawton

State: ok

From: Polydyne Inc.

Fax No. (912) 880-2078

Opened: 10/29/25

Subject: Sealed CL26-006 Cationic Polymer

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. If possible, please email these tabulations to bids@polydyneinc.com or fax to the below-referenced number.

Awarded: YES/NO

(circle one)

If YES, indicate awarded vendor with an *

If NO, indicate expected date of award.

Participants	Product Code	Unit Price
Polydyne Inc.	CLARIFLOC C-308P	\$Lb.

Thank you for your assistance.

Sincerely,

Sandy Wells

Sandy Wells
Bid and Contract Manage

Database ID: 125-368A/B

TABULATIONS FOR BID**To:** City of Lawton**State:** OK**From:** Polydyne Inc.**Fax No.** (912) 880-2078**Opened:** 10/29/25**Subject:** Sealed CL26-006 Cationic Polymer

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. If possible, please email these tabulations to bids@polydyneinc.com or fax to the below-referenced number.

Awarded: YES/NO

(circle one)

If YES, indicate awarded vendor with an *

If NO, indicate expected date of award.

Participants	Item No.	Product Code	Unit Price
Polydyne Inc.	1	CLARIFLOC C-308P	\$0.86/Lb.
Polydyne Inc.	2	CLARIFLOC C-308P	\$0.86/Lb.
Polydyne Inc.	3	CLARIFLOC C-308P	\$0.86/Lb.
Polydyne Inc.	4	CLARIFLOC C-308P	\$2,254.00/Tote
Polydyne Inc.	5	CLARIFLOC C-308P	\$2,254.00/Tote
Polydyne Inc.	6	CLARIFLOC C-308P	\$2,254.00/Tote

Thank you for your assistance.

Sincerely,

*Sandy Wells*Sandy Wells
Bid and Contract ManageDatabase ID: 125-368A/B

Univar Solutions USA LLC.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarsolutions.com



October 14, 2025

City of Lawton
Attn: City Clerk
212 SW 9th Street
Lawton, OK 73501
3rd Floor Conference Room

RE: **CL26-006 Cationic Polymer**

Dear City Clerk,

Univar USA Inc. is in receipt of the above Bid due Wednesday, October 29, 2025 at 2pm.

Unfortunately, we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Raise Holiday

Sr. Municipal Specialist
Univar Solutions USA LLC
206-653-5075
raise.holidayhenry@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing

Univar Solutions USA Inc.
3320 S. Council Road
Oklahoma City, OK 73179

T 405-745-2376
F 405-745-4934

www.univarsolutions.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm (CST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency phone – 24-hour response: Answering Service 405-745-2376

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: 405-745-2376
Office Fax: 405-745-4934

Customer Service/ Order Desk

custSolmid-Central@univarsolutions.com

Bryan Arens - Branch Operations Manager

bryan.arnes@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Roise Holiday
12720 E. US Hwy 92
Trl: 427
Dover, FL 33527
Muniteam-east@univarsolutions.com

Contacts:

Roise Holiday
Municipal Specialist
Phone: 206-653-5075
Roise.holidayhenry@univarsolutions.com

Shawnasey McCarthy
Municipal Specialist Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
Shawnasey.McCarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information – Invoice number

Standard Payment Terms:

Net 30 days

☒ **REQUEST FOR BIDS**
(FOR PURCHASES OVER \$75,000)
☐ **REQUEST FOR PROPOSALS**

TO: Financial Services

DATE: 10/6/2025

FROM: Public Utilities (DEPARTMENT)

SEWTP/MPWTP (DIVISION)

Carl Gray (POINT OF CONTACT)

1. ITEM DESCRIPTION: Cationic Polymer

2. BUDGETED:

Yes ☒ Amount Budgeted \$121,000

Account Number 7006509-51015 and 7006510-51015

No ☐ Estimated Amount

Attach Copy of Approved Transfer Request

3. TYPE OF CONTRACT:

☐ One-time Purchase (Attach copy of the requisition)

☒ Requirements Contract

4. PREVIOUSLY APPROVED SPECIFICATIONS:

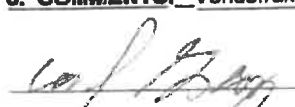
☒ Yes Specifications Number & Date Approved: M-08 11/11/08

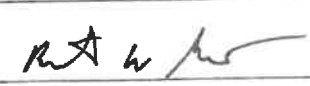
☐ No Attach a copy of detailed specification for item in correct format.

5. KNOWN SOURCES OF SUPPLY: (Include all sources which have bid on similar items within the preceding three (3) years.)

FIRM:	PHONE:	ADDRESS:
Chemtrade Chemical Inc. sales@chemtradelogistics.com	800-631-8050	90 East Halsey Road Parsippany, NJ 07054
WaterTech (Darrell Rose) mcallesterorders@watertechinc.net		PO Box 1245 McAlester, OK 745023
Brenntag SW Inc. (Jim Delozier) jdelozier@brenntag.com		RT 2 Box 352-200 Nowata, OK 740484
Chameleon Industries (Chino Garza) chino@chameleonindustriesinc.com	972-880-1493	PO Box 853027 Mesquite TX 75185-3027
SNF Polydyne Inc. droundsville@snf.com	912-884-8729	1 Chemical Plant Road Riceboro, GA 31323
Hawkins (Curtis Fleming) curtis.fleming@hawkinsinc.com		5454 S 108th E Ave Tulsa, OK 74146
Pencoco (Sarah) sarah@pencoco.com	979-987-7979	PO Box 600 San Felipe, TX 77473
TR International Trading Co. (Karen Wheaton) karen.wheaton@trichemicals.com	208-505-3500	22817 102nd Pl Edmonds, WA 98020
Univar Solutions USA Inc (Dewey Vickroy) dewey.vickroy@univarsolutions.com	918-370-5506	8201 S 212th St Kent, WA 98032
DXGroup Ryan Brown rbrown@dxgroup.com	956-345-9445	
Gaschem International LLC charu@gaschem.com	713-900-5046	9509 Pemberton Crescent Dr. Houston, TX 77025

6. COMMENTS: Vendor/driver must provide 20' hose with 2" camlock connectors and their own air for off-loading


Division Supervisor


Department Director

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-08

SPECIFICATION TITLE: Cationic Polymer

APPROVAL DATE: August 22, 2022

DELIVERY: (Bulk) City of Lawton WTP,
East Lake Dr., Medicine Park, OK 73557

(275lb Totes) City of Lawton SEWTP
4596 SE 15th St., Lawton, OK 73501

- a. Item(s) shall be delivered, FOB, to the addresses shown above.

WARRANTY: Will be considered during award.

- a. Bidder is to clearly state the terms of the standard warranty and the cost and terms of any additional available warranties.

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

DESCRIPTION:

- a. The following specifications are the minimum acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Vendor to fax security information prior to delivery, i.e., Driver's name, license #, picture, trailer #, and trailer tank opening seal #'s.		
2	Vendor to supply certified weight certificate and product analysis at the time of delivery. Payment shall be made only for the weight of product delivered.		
3	Vendor to state delivery time ARO and delivery time during an emergency. This information will be used as criteria in bid evaluation.		
4	Vendor must supply a current and complete safety data sheet (SDS) prior to first delivery.		

**Coagulant Aid/Cationic Polymer Specification
(continued)**

ITEM	DESCRIPTION	COMPLY	
		Y	N
5	Product acceptability shall be established under applicable ANSI/NSF standard (60 or 61) and must be suitable for use with treatment of drinking water.		
6	The vendor's agent (Truck Driver) shall provide samples for the plant operator. Plant operator will provide sample containers.		
7	The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.		
8	Delivery hours are Monday thru Friday 8:00 am to 3:30 pm.		
9	Product is to be bid in pounds.		
10	New Vendors must schedule and perform Jar and pilot tests, at vendor's expense, on products not previously tested at the WTP prior to bidding and show reasonable performance / cost results.		
11	Vendor must provide product that is compatible with current pumping, piping, and storage at facilities.		
12	Chemical must be compatible with existing chemical in place and warrant no pipework flushing, tank or storage cleanout, and must not adversely react with existing chemical when mixed.		
13	Must meet standards of Magnifloc® LT7985 or equivalent. Vendor to provide equivalency documentation.		

Bid Number: CL26-006

Bid Title: Cationic Polymer

Vendor Name: _____
(please complete above information)

Price Bid
(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Cationic Polymer (Bulk Delivery) price for 90-day guarantee	135,000	Lbs	
2.	Cationic Polymer (Bulk Delivery) price for 180-day guarantee	270,000	Lbs	
3.	Cationic Polymer (Bulk Delivery) price for 365-day guarantee	85,000	Lbs	
4.	Cationic Polymer (300-330 gal Totes) price for 90-day guarantee	4	Totes	
5.	Cationic Polymer (300-330 gal Totes) price for 180-day guarantee	6	Totes	
6.	Cationic Polymer (300-330 gal Totes) price for 365-day guarantee	12	Totes	

Brand Bid: _____ **Model Bid:** _____

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant E. Lake Drive & Water Street Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 th Street Lawton, OK 73501

**Questions regarding the attached specifications should be posted onto Bidsync at
www.bidsync.com/bidsync-cas/.**

Notes:

1. As per accompanying Specifications.
2. This is a requirements contract.
3. There are no insurance or bond requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.



CITY OF LAWTON

FINANCE DEPARTMENT

TO: Rusty Whisenhunt, Director of Public Utilities

FROM: Jose Cardenas, Contract Administrator

SUBJECT: Contract Expiration Notification

DATE: October 06, 2025

Contract Name: **Cationic Polymer**

Contract Number: **CL23-011**

The above contract can no longer be extended. This contract will expire on **February 29, 2029**. You are asked to review the contract and make a recommendation on what action should be taken. Please provide your response as soon as possible or before **October 30, 2025**.

Current vendors: Polydyne Inc.

If you decide that the contract is still necessary, action must be taken to rebid this contract. You will need to submit your department recommendation memo, gold sheet, and the specifications and price sheet. If you determine that the contract is no longer necessary, we must notify the vendor of your decision.

Please provide detailed written response to this letter.

The point of contact for this item is jose.cardenas@lawtonok.gov

Jose Cardenas

Contract Administrator, Financial Services

Item Title:

Consider awarding contract (CL26-007) Liquid Ammonium Sulfate to Pennco, Inc.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

The contract (CL26-007) Liquid Ammonium Sulfate was put out to bid on 14OCT2025 and closed bids on 29OCT2025. Three bid submissions were received on bid opening day. The recommendation has been received from Water Plant Superintendent that the contract be awarded to Pennco, Inc. **This chemical is imperative for function of our water plants to provide a safe community through clean water for the citizens as stated in the True North Culture.**

Correlation to the True North Statement:

Awarding Contract CL26-007 for Liquid Ammonium Sulfate to Pennco, Inc. directly supports the City of Lawton's True North Statement by ensuring the continued production of safe, clean, and reliable drinking water for our community. This chemical is essential to the operation of the City's water treatment plants, playing a vital role in maintaining compliance with all state and federal water quality standards. The competitive bid process, which received three submissions, demonstrates transparency and fiscal responsibility in safeguarding public resources. Based on the recommendation of the Water Plant Superintendent, awarding the contract to Pennco, Inc. represents a sound operational decision that reinforces the City's commitment to public health, accountability, and excellence in service. This action exemplifies the True North Culture by prioritizing community safety, responsible stewardship, and the ongoing mission to provide dependable and high-quality public services to the citizens of Lawton.

Exhibit:

Single PDF with all contracting documents

Key Issues:

Does the City of Lawton wish to award contract (CL26-007) Liquid Ammonium Sulfate to Pennco, Inc.?

Funding Source:

MPWTP Chemical Account (7006509-51015), SEWTP Chemical Account (7006510-51015)

Recommended Action:

Award contract (CL26-007) Liquid Ammonium Sulfate to Penco, Inc.

ATTACHMENTS:

1. CL26-007 CivicPlusUpload

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL26-007 Liquid Ammonium Sulfate

CITY COUNCIL AUTHORIZATION:

Date Authorized: November 11, 2025

CivicPlus File ID: 2025-1463

DOCUMENTS REVIEWED AS TO:

Content: 
Contract Administrator

11/3/2025

Content: Chandra Byers
Finance Director

11/3/2025

Forms: _____
City Attorney

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COMMENTS:

New Contract

Contract: CL26-007 Liquid Ammonium Sulfate
Vendor(s): Pennco, Inc.

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20_____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Traci Hushbeck, City Clerk

LEGAL REVIEW

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

City Attorney



City of Lawton

Department of Public Utilities

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

To: Jose Cardenas, Contract Administrator – Financial Services
From: Carl Gray, Water Plants Superintendent
Thru: Rusty Whisenhunt, Director of Public Utilities *mw*
Subject: *cg* CL26-007 Liquid Ammonium Sulfate
Date: October 31, 2025

After reviewing the bids, it is recommended to award the contract for CL26-007 Liquid Ammonium Sulfate to Pennco Inc. Pennco Inc. meets all requirements and contract increases are minimal. Contract expenditures are expected to be greater than \$75,000 per year.

Funds are available in the Medicine Parker Water Treatment Plant and the Southeast Water Treatment Plant Division's Chemical Accounts (7006509-51015) and (7006510-51015).

If you have any questions regarding this information, please contact me.



CITY OF LAWTON

FINANCE DEPARTMENT

MEMORANDUM

To: Willie Whisenhunt, Director of Public Utilities
Thru: Carl Gray, Water Plant Supervisor
From: Jose Cardenas, Contract Administrator
Subject: **CL26-007 Liquid Ammonium Sulfate**

Enclosed please find the bids for CL26-007 Liquid Ammonium Sulfate following the bid opening on Wednesday, October 29, 2025.

Please review the bids and send us your vendor recommendation for this contract. Please let me know if you have any questions.

Thank you,


Jose Cardenas

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

ABSTRACT OF BIDS

Signature: 

IFB/RFP Number CL26-007		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number <u>3</u>		Bidder Number <u>4</u>	
IFB/RFP Title Liquid Ammonium Sulfate		Date Opened: 10/29/2025		Pencco Jennifer Guajardo PO Box 600 San Felipe, TX 77473 979-885-0005 jguajardo@pencco.com		Brenntag Southwest, Inc. Gayle Tullier 704 E Wintergreen Rd Lancaster, TX 75134 918-273-2265 gayle.tullier@brenntag.com		Baker Services, Inc Jeffrey Baker 12404 Morton Rd. Atchison, KS 66002 913-370-0643 jeff@bakerservicesinc.net			
Contract Administrator Jose Cardenas		Number of ADDENDA Issued None		N/A N/A		N/A N/A		N/A N/A			
		DELIVERY: CORPORATE SEAL OR AFFIDAVIT OF CERTIFICATE OF INSURANCE ENCLOSED:		As required N/A N/A N/A		As required Yes Yes N/A		As required Yes Yes N/A			
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks		
1	Liquid Ammonium Sulfate										
	a. Medicine Park Water Treatment	600,000	lbs	0.14625	LB	\$0.1479	LB	\$0.1480	LB		
	b. Southeast Water Treatment	140,000	lbs	0.14625	LB	\$0.1479	LB	\$0.1480	LB		



CITY OF LAWTON

FINANCE DEPARTMENT

October 9, 2025

Interested Vendor:

SUBJECT: Special Instructions for Submission of Bid Packet

If you desire to submit a bid for CL26-007 LIQUID AMMONIUM SULFATE, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications
- Price Sheet
- W-9 Form

You must include the following items in your bid submission, or your bid shall not be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the original, properly signed and notarized.
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00), original properly signed and notarized.
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- W-9 Form, original properly signed.

Please submit two (2) copies of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. Please submit any questions regarding specific information of the bid to BidSync: www.bidsync.com/bidsync-cas/. If any of the requested items are missing or if you have questions about the bid packet, email Jose Cardeas, Contract Administrator at jose.cardenas@lawtonok.gov.

Sincerely,

Jose Cardenas

Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Jose.Cardenas@lawtonok.gov</u> QUESTIONS REGARDING BID: <u>www.bidsync.com/bidsync-cas/</u>	
Date Bid Typed: 10/27/2025	Dates Bid Advertised: 10/10/2025	No Bids Received After: 2 : 00pm	
Contract Number and Title: CL26-007 Liquid Ammonium Sulfate		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Pencco, Inc Jennifer Guajardo		Reason for No Bid:	
Mailing Address: PO Box 600		Terms: 1.5 10,Net 30	
City: State: Zip: San Felipe, TX 77473		Delivery: 2-10days	
Area Code and Phone Number: 979-885-0005		Email Address: jguajardo@pencco.com	
Federal Employer Identification Number or Social Security Number 74-2333384			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

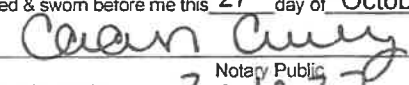
AFFIDAVIT: STATE OF Texas COUNTY OF Austin

Jennifer Guajardo 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.

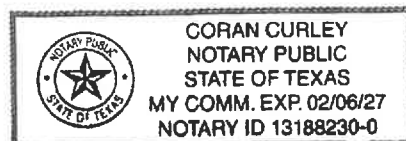
Firm: Pencco, Inc
Address: PO Box 600 San Felipe, TX 77473

(City, State, Zip)
Phone: 979-885-0005


SIGNATURE OF AUTHORIZED AGENT
Jennifer Guajardo, Bid Supervisor
PRINT/TYPER NAME/TITLE
Subscribed & sworn before me this 27 day of October, 20 25.

Notary Public
My Commission expires: 2-6-27

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/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 bid opening date. 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 Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. AWARDS:

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and 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, or minor specification deviation when considered to be in the best interest of the City.

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.

10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids 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 bid 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 bidder/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 or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications 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. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). 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 the 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 bidder/vendor until accepted by the ordering agency. The bidder/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 Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/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 supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor 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 invitation to bid 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, institutions and all employees of the aforementioned, 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 contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
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 on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. 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:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - 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:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/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, 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 bidder/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' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid 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 bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/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 the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid 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 bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, 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 awarding of the contract:
 - a. **General Liability:** The bidder/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 bidder/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 claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/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 showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications 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 specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/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 specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

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

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, 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 bidder/vendor prior to submission of his bid 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 bidder/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:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/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 bidder/vendor shall take affirmative action to insure 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 bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/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 this contract 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 bidder/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 bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for 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. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.
45. **COMPANIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES:** Contractor verifies that it does not have practice, policy, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and provided in the Title 21 Section 1289.31 of the Oklahoma Statutes.

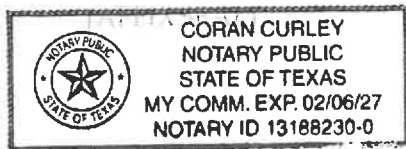
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Texas SS
COUNTY OF Austin

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Pencco, Inc

Business Name / Contractor Name



Jennifer Guajardo
Signed
Print : Jennifer Guajardo

Attested to before me this 10 day of October 2025.

Coran Curley
Notary Public

My Commission Expires 2-6- 2027

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

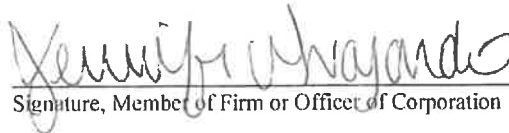
CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL26-007 Liquid Ammonium Sulfate
Contract Number

Pencco, Inc
Name of Contractor (Print)

10/27/2025
Date


Signature, Member of Firm or Officer of Corporation

Bid Supervisor
Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-137

SPECIFICATION TITLE: Liquid Ammonium Sulfate technical grade (LAS)

APPROVAL DATE: 01-12-11

DELIVERY: Medicine Park Water Treatment Plant

82 Lake Drive

Medicine Park OK 73557

and/or

Southeast Water Treatment Plant

4596 SE 15th Street

Lawton OK 73501

- a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY: N/A

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

DESCRIPTION:

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Liquid Ammonium Sulfate (LAS) (NH ₄) ₂ SO ₄ 9.5 - 11.0% as NH ₃	✓	
2	Specific gravity @ 60° F, approximately 1.20 – 1.24	✓	
3	pH 4.0- 5.5 su	✓	
4	Nonvolatile matter, 0.05% maximum	✓	

City of Lawton: Liquid Ammonium Sulfate technical grade (LAS) Specification

Page 1 of 2

DELIVERY:

- Product must be shipped in bulk of approximately 42,000 lbs (4000 gal)
- Deliveries must be made between 8am – 4pm CT Monday thru Friday unless otherwise specified
- Vendor to state delivery time. This information will be considered during bid evaluation.
- Vendor must state urgency delivery time (ie.1-2 days ARO)
- Delivery ARO: 2-3 DAYS UPON RECEIPT OF ORDER

MISCELLANEOUS:

- Vendor is to supply security information 24 hours prior to delivery, ie., drivers name, license number, picture, trailer number, hatch seal numbers.
- Vendor to supply certified weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.
- Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.
- Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- The vendors agent (truck driver) shall provide samples for the plant operator. Plant operator will provide sample containers.
- The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

Bid Number: CL26-007

Bid Title: Liquid Ammonium Sulfate

Vendor Name: Pencco, Inc

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Liquid Ammonium Sulfate			
a	Medicine Park Water Treatment Plant (MPWTP)	600,000	lbs	\$0.14625 / lb
b	Southeast Water Treatment Plant (SEWTP)	140,000	lbs	\$0.14625 / lb

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

What is Bidnet Direct?

State and local government agencies throughout the State of Oklahoma, like the City of Lawton, utilize Bidnet Direct for distribution of solicitations - including documents and addendum, vendor management and award management. Many participating agencies also utilize the electronic bid submission option for vendors to submit responses directly online through the platform. In addition, our content team of researchers visits thousands of agency websites, newspapers, and other locations to aggregate open solicitations from non-participating agencies to alert registered vendors of matching opportunities.

How do I register on Bidnet Direct to receive City of Lawton's business opportunities?

Registration on Bidnet Direct is done online. To receive notifications of matching the City of Lawton business opportunities, simply register [here](#).

What are the registration options?

There are 4 types of registration options.

When you register, you are registering for access to not only the City of Lawton's open solicitations, but also solicitations from other participating agencies throughout Oklahoma.

Group, Statewide, and Federal options will provide you with automated notifications of participating agency matching bids and, additionally, all statewide matching government bids and/or Federal Bids.

Free registration will allow you to access documents, respond to electronic bids and more; The City of Lawton has a special arrangement where **you will receive notifications** of matching solicitations and addenda even when selecting the Free, Limited Access package.

Limited \$0	Group Agencies \$9/month <i>billed annually</i>	State & Local \$36/month <i>billed annually</i>	Federal, State & Local \$45/month <i>billed annually</i>
✓ Member agency bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids ✓ Federal bids

What information do I need to register on Bidnet Direct?

Basic registration requires key contact information for your company's main user, such as company name, address, and phone number. Once you have completed the basic registration, you will receive an email to verify your account information. After your account is verified, you will be prompted to complete additional information, including NIGP Category code selections and any applicable Disadvantage Business Enterprise (DBE) or Small Business (SB) certification information. You can start the [registration process here](#).

Will I be able to download documents?

Yes, all registered vendors can download documents from the [City of Lawton](#) along with other participating agency documents attached to matching solicitations.

I am having trouble registering or have a Bidnet Direct question, who can I contact for assistance?

Bidnet Direct's Vendor Support team is available M-F from 7 a.m. – 7 p.m. CT. You can contact us at (800) 835-4603, option 2 or support@bidnet.com.



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

BOARD OF DIRECTORS MEETING

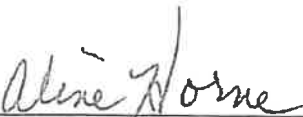
Prior notice was waived, and a meeting of the Directors was held on February 20, 2025. The following resolution was adopted in respects to the official signing of bids and contracts on behalf of Pencco, Inc.

BE IT RESOLVED that Sarah Duffy, Bid Director, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

BE IT RESOLVED that Jennifer Guajardo, Bid Supervisor, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary, and the meeting was concluded.


R. L. Horne, President


Aline Horne, Secretary



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

AFFIDAVIT OF COMPLIANCE

This is to certify that the Liquid Ammonium Sulfate supplied by our company meets AWWA Standard B302-16 or the latest revision and is certified to NSF/ANSI Standard NSF-60.

A handwritten signature in black ink, appearing to read "RL Horne", written over a horizontal line.

Signature

RL Horne, President

Name and Title of Official

8/1/2023

Date



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 27, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=pencco&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

PENCCO, Inc.

831 Bartlett Road

Sealy, TX 77474

United States

800-864-1742

979-885-0005

Visit this company's website

(<http://www.pencco.com>)

Facility : Distribution Center - Gadsden, AL

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Corcoran, CA**Ammonium Sulfate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate	Chloramination	40mg/L

Facility : Distribution Center - Stockton, CA**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride	Coagulation & Flocculation	600mg/L

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Vernon, CA**Ferric Chloride**

Trade Designation

Ferric Chloride

Product Function

Coagulation & Flocculation

Max Use

600mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

Product Function

Coagulation & Flocculation

Max Use

500mg/L

Facility : Distribution Center - Willow Springs, IL**Hydrofluosilicic Acid****Trade Designation**

Fluorosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Fluosilicic Acid

Fluoridation

5mg/L

Hydrofluosilicic Acid

Fluoridation

5mg/L

Facility : Distribution Center - Whippany, NJ**Hydrofluosilicic Acid****Trade Designation**

Hydrofluosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Facility : Middlesex, NC**Ammonium Sulfate****Trade Designation**

Ammonium Sulfate

Product Function

Chloramination

Max Use

55mg/L

LAS

Chloramination

55mg/L

Liquid Ammonium Sulfate

Chloramination

55mg/L

Blended Coagulation Chemicals**Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Sulfate

Trade Designation

50% Ferric Sulfate
 60% Ferric Sulfate
 Ferric Sulfate
 Penn 3202
 Poly Ferric Sulfate

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

650mg/L
 650mg/L
 650mg/L
 650mg/L
 650mg/L

Hydrofluosilicic Acid**Trade Designation**

Fluorosilicic Acid
 Fluosilicic Acid
 Hydrofluorosilicic Acid
 Hydrofluosilicic Acid

Product Function

Fluoridation
 Fluoridation
 Fluoridation
 Fluoridation

Max Use

5mg/L
 5mg/L
 5mg/L
 5mg/L

Facility : Distribution Center - Bardwell, TX**Blended Coagulation Chemicals****Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Chloride**Trade Designation**

Ferric Chloride
 Pencco 3012

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

600mg/L
 600mg/L

Ferric Sulfate**Trade Designation**

Ferric Sulfate Solution

Product Function

Coagulation & Flocculation

Max Use

650mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

 Pencco 0210

Product Function

Corrosion Control
 Coagulation & Flocculation
 Corrosion Control
 Coagulation & Flocculation

Max Use

500mg/L

 500mg/L

Hydrofluosilicic Acid**Trade Designation****Product Function****Max Use**

Fluorosilicic Acid
 Fluosilicic Acid
 Hydrofluorosilicic Acid
 Hydrofluosilicic Acid

Fluoridation 5mg/L
 Fluoridation 5mg/L
 Fluoridation 5mg/L
 Fluoridation 5mg/L

Facility : Ennis, TX

Ferric Chloride

Trade Designation

Ferric Chloride
 Pencco 3012

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

600mg/L
 600mg/L

Ferric Sulfate

Trade Designation

50% Ferric Sulfate
 60% Ferric Sulfate
 Ferric Sulfate
 Ferric Sulfate Solution
 Poly Ferric Sulfate

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

650mg/L
 650mg/L
 650mg/L
 650mg/L
 650mg/L

Ferrous Chloride

Trade Designation

Ferrous Chloride

 Pencco 0210

Product Function

Corrosion Control
 Coagulation & Flocculation
 Corrosion Control
 Coagulation & Flocculation

Max Use

500mg/L

 500mg/L

Ferrous Sulfate[1]

Trade Designation

Ferrous Sulfate
 GreenIron
 SafeIron

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

150mg/L
 150mg/L
 150mg/L

[1] Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Hydrofluosilicic Acid

Trade Designation

Fluorosilicic Acid
Fluosilicic Acid
Hydrofluorosilicic Acid
Hydrofluosilicic Acid

Product Function

Fluoridation
Fluoridation
Fluoridation
Fluoridation

Max Use

5mg/L
5mg/L
5mg/L
5mg/L

Facility : Sealy, TX**Ammonium Sulfate****Trade Designation**

Ammonium Sulfate

Product Function

Chloramination

Max Use

55mg/L

Blended Coagulation Chemicals**Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Sulfate**Trade Designation**

50% Ferric Sulfate
60% Ferric Sulfate
Ferric Sulfate
Ferric Sulfate Solution
Penn 3202
Poly Ferric Sulfate

Product Function

Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation

Max Use

650mg/L
650mg/L
650mg/L
650mg/L
650mg/L
650mg/L

Hydrofluosilicic Acid**Trade Designation**

Fluorosilicic Acid
Fluosilicic Acid
Hydrofluosilicic Acid

Product Function

Fluoridation
Fluoridation
Fluoridation

Max Use

5mg/L
5mg/L
5mg/L

Number of matching Manufacturers is 1

Number of matching Products is 75

Processing time was 1 seconds

pencco

Liquid Ammonium Sulfate

Product Data Sheet

CHARACTERISTICS

Liquid Ammonium Sulfate is an odorless, clear, faint yellow to amber colored liquid. It is an advanced inorganic product suitable for industrial and municipal water and wastewater treatment applications.

TYPICAL PROPERTIES

Formula:	Aqueous solution of ammonium sulfate		
C.A.S.	7783-20-2 (Ammonium Sulfate)		
	pH (neat)	4.0 – 8	
	Specific Gravity @ 21° C (70°F)	1.216-1.228	
	Freezing Point	Less than -12°C (10°F)	
	Density, lbs./gal., US	10.15-10.25	
	(NH ₄) ₂ SO ₄ , %	38 – 40	
	NH ₃ Equivalent, %	9.8 – 10.3	

PRODUCT USES

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chlorination. Disinfection byproduct control.

SHIPPING CONTAINERS

Bulk Transport	Bulk Car	275 US gal. one-way container	55 US gal. plastic drum
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SHIPPING REGULATIONS (US DOT / TDG)

Classification: Not regulated for transport

RQ: Not Applicable

PRODUCT SAFETY INFORMATION

Anyone procuring, using, or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the Safety Data Sheets (SDS) for these products, or you may contact Pencco at 979-885-0005. In the event of an emergency with these products, call the 24-hour Emergency Number: USA and Canada (CHEMTREC) 800-262-8200.

For additional information contact:

Pencco, Inc.
P.O. BOX 600, San Felipe, TX 77473
Phone: 979-885-0005 Fax: 979-885-3208

Emergency Contact Information
Office: 1-800-864-1742
CHEMTREC (US) 24 hr: 1-800-262-8200

Revision Date: February 29, 2024

All information, statement, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Pencco, Inc. and its affiliates (collectively, "Pencco") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill, and experience in the chemical industry. Pencco shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors, and agents.



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

BOARD OF DIRECTORS MEETING

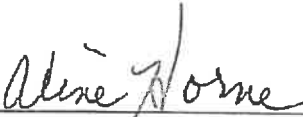
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BE IT RESOLVED that Jennifer Guajardo, Bid Supervisor, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary, and the meeting was concluded.


R. L. Horne, President


Aline Horne, Secretary



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

AFFIDAVIT OF COMPLIANCE

This is to certify that the Liquid Ammonium Sulfate supplied by our company meets AWWA Standard B302-16 or the latest revision and is certified to NSF/ANSI Standard NSF-60.

A handwritten signature in dark ink, appearing to read "RL Horne", written over a horizontal line.

Signature

RL Horne, President

Name and Title of Official

8/1/2023

Date



The Public Health and Safety Organization

NSF Product and Service Listings

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=pencco&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

PENCCO, Inc.

831 Bartlett Road

Sealy, TX 77474

United States

800-864-1742

979-885-0005

Visit this company's website

(<http://www.pencco.com>)

Facility : Distribution Center - Gadsden, AL

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Corcoran, CA**Ammonium Sulfate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate	Chloramination	40mg/L

Facility : Distribution Center - Stockton, CA**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride	Coagulation & Flocculation	600mg/L

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Vernon, CA**Ferric Chloride**

Trade Designation

Ferric Chloride

Product Function

Coagulation & Flocculation

Max Use

600mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

Product Function

Coagulation & Flocculation

Max Use

500mg/L

Facility : Distribution Center - Willow Springs, IL**Hydrofluosilicic Acid****Trade Designation**

Fluorosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Fluosilicic Acid

Fluoridation

5mg/L

Hydrofluosilicic Acid

Fluoridation

5mg/L

Facility : Distribution Center - Whippany, NJ**Hydrofluosilicic Acid****Trade Designation**

Hydrofluosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Facility : Middlesex, NC**Ammonium Sulfate****Trade Designation**

Ammonium Sulfate

Product Function

Chloramination

Max Use

55mg/L

LAS

Chloramination

55mg/L

Liquid Ammonium Sulfate

Chloramination

55mg/L

Blended Coagulation Chemicals**Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Sulfate

Trade Designation

50% Ferric Sulfate
 60% Ferric Sulfate
 Ferric Sulfate
 Penn 3202
 Poly Ferric Sulfate

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

650mg/L
 650mg/L
 650mg/L
 650mg/L
 650mg/L

Hydrofluosilicic Acid**Trade Designation**

Fluorosilicic Acid
 Fluosilicic Acid
 Hydrofluorosilicic Acid
 Hydrofluosilicic Acid

Product Function

Fluoridation
 Fluoridation
 Fluoridation
 Fluoridation

Max Use

5mg/L
 5mg/L
 5mg/L
 5mg/L

Facility : Distribution Center - Bardwell, TX**Blended Coagulation Chemicals****Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Chloride**Trade Designation**

Ferric Chloride
 Pencco 3012

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

600mg/L
 600mg/L

Ferric Sulfate**Trade Designation**

Ferric Sulfate Solution

Product Function

Coagulation & Flocculation

Max Use

650mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

 Pencco 0210

Product Function

Corrosion Control
 Coagulation & Flocculation
 Corrosion Control
 Coagulation & Flocculation

Max Use

500mg/L

 500mg/L

Hydrofluosilicic Acid**Trade Designation****Product Function****Max Use**

Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Ennis, TX

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride	Coagulation & Flocculation	600mg/L
Pencco 3012	Coagulation & Flocculation	600mg/L

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Chloride	Corrosion Control	500mg/L
	Coagulation & Flocculation	
Pencco 0210	Corrosion Control	500mg/L
	Coagulation & Flocculation	

Ferrous Sulfate[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Sulfate	Coagulation & Flocculation	150mg/L
GreenIron	Coagulation & Flocculation	150mg/L
SafeIron	Coagulation & Flocculation	150mg/L

[1] Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Hydrofluosilicic Acid

Trade Designation

Fluorosilicic Acid
Fluosilicic Acid
Hydrofluorosilicic Acid
Hydrofluosilicic Acid

Product Function

Fluoridation
Fluoridation
Fluoridation
Fluoridation

Max Use

5mg/L
5mg/L
5mg/L
5mg/L

Facility : Sealy, TX**Ammonium Sulfate****Trade Designation**

Ammonium Sulfate

Product Function

Chloramination

Max Use

55mg/L

Blended Coagulation Chemicals**Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Sulfate**Trade Designation**

50% Ferric Sulfate
60% Ferric Sulfate
Ferric Sulfate
Ferric Sulfate Solution
Penn 3202
Poly Ferric Sulfate

Product Function

Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation

Max Use

650mg/L
650mg/L
650mg/L
650mg/L
650mg/L
650mg/L

Hydrofluosilicic Acid**Trade Designation**

Fluorosilicic Acid
Fluosilicic Acid
Hydrofluosilicic Acid

Product Function

Fluoridation
Fluoridation
Fluoridation

Max Use

5mg/L
5mg/L
5mg/L

Number of matching Manufacturers is 1

Number of matching Products is 75

Processing time was 1 seconds



Liquid Ammonium Sulfate

Product Data Sheet

CHARACTERISTICS

Liquid Ammonium Sulfate is an odorless, clear, faint yellow to amber colored liquid. It is an advanced inorganic product suitable for industrial and municipal water and wastewater treatment applications.

TYPICAL PROPERTIES

Formula:	Aqueous solution of ammonium sulfate		
C.A.S.	7783-20-2 (Ammonium Sulfate)		
	pH (neat)	4.0 – 8	
	Specific Gravity @ 21° C (70°F)	1.216-1.228	
	Freezing Point	Less than -12°C (10°F)	
	Density, lbs./gal., US	10.15-10.25	
	(NH ₄) ₂ SO ₄ , %	38 – 40	
	NH ₃ Equivalent, %	9.8 – 10.3	

PRODUCT USES

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chlorination. Disinfection byproduct control.

SHIPPING CONTAINERS

Bulk Transport	Bulk Car	275 US gal. one-way container	55 US gal. plastic drum
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SHIPPING REGULATIONS (US DOT / TDG)

Classification: Not regulated for transport

RQ: Not Applicable

PRODUCT SAFETY INFORMATION

Anyone procuring, using, or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the Safety Data Sheets (SDS) for these products, or you may contact Pencco at 979-885-0005. In the event of an emergency with these products, call the 24-hour Emergency Number: USA and Canada (CHEMTREC) 800-262-8200.

For additional information contact:

Pencco, Inc.
P.O. BOX 600, San Felipe, TX 77473
Phone: 979-885-0005 Fax: 979-885-3208

Emergency Contact Information
Office: 1-800-864-1742
CHEMTREC (US) 24 hr: 1-800-262-8200

Revision Date: February 29, 2024

All information, statement, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Pencco, Inc. and its affiliates (collectively, "Pencco") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill, and experience in the chemical industry. Pencco shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors, and agents.



CITY OF LAWTON

FINANCE DEPARTMENT

October 9, 2025

Interested Vendor:

SUBJECT: Special Instructions for Submission of Bid Packet

If you desire to submit a bid for **CL26-007 LIQUID AMMONIUM SULFATE**, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications
- Price Sheet
- W-9 Form

You must include the following items in your bid submission, or your bid shall not be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized.**
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized.**
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- W-9 Form, **original properly signed.**

Please submit two (2) copies of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. Please submit any questions regarding specific information of the bid to BidSync: www.bidsync.com/bidsync-cas/. If any of the requested items are missing or if you have questions about the bid packet, email Jose Cardeans, Contract Administrator at jose.cardenas@lawtonok.gov.

Sincerely,

Jose Cardenas
Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Jose.Cardenas@lawtonok.gov</u> QUESTIONS REGARDING BID: <u>www.bidsync.com/bidsync-cas/</u>	
Date Bid Typed: 10/28/2025	Dates Bid Advertised:	No Bids Received After: 2 : 00pm	
Contract Number and Title:		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Brenntag Southwest, Inc. Gayle Tullier		Reason for No Bid:	
Mailing Address: 704 E Wintergreen Rd		Terms: 0%, Net 30 Days	
City: Lancaster State: Texas Zip: 75134	Delivery: 3 Days ARO		
Area Code and Phone Number: (972) 218-3500		Email Address: gayle.tullier@brenntag.com	
Federal Employer Identification Number or Social Security Number 75-1898378			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Texas COUNTY OF Dallas

W. Thomas Crain, Jr. 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.

W. Thomas Crain Jr.
 SIGNATURE OF AUTHORIZED AGENT

Firm: Brenntag Southwest, Inc.
 Address: 704 E Wintergreen Rd
Lancaster, Texas 75134
 (City, State, Zip)
 Phone: (972) 218-3500

W. Thomas Crain, Jr., President
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 28th day of October, 2025
[Signature]
 Notary Public
 My Commission expires: August 29, 2028

INVITATION TO BID AND CONTRACT
 PAGE 1 OF 11

FORM REVISED 2/14/22



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/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 bid opening date. 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 Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and 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, or minor specification deviation when considered to be in the best interest of the City.

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.

10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids 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 bid 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 bidder/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 or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications 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. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). 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 the 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 bidder/vendor until accepted by the ordering agency. The bidder/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 Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/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 supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor 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 invitation to bid 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, institutions and all employees of the aforementioned, 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 contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
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 on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **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:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - 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:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/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, 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 bidder/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' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid 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 bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/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 the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid 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 bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, 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 awarding of the contract:
 - a. **General Liability:** The bidder/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 bidder/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 claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/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 showing that the bidder/vendor has in place shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications 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 specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/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 specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

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

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, 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 bidder/vendor prior to submission of his bid 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 bidder/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:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/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 bidder/vendor shall take affirmative action to insure 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 bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/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 this contract 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 bidder/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 bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for 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. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.
45. **COMPANIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES:** Contractor verifies that it does not have practice, policy, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and provided in the Title 21 Section 1289.31 of the Oklahoma Statutes.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Texas

SS

COUNTY OF Dallas

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Brenntag Southwest, Inc.

Business Name / Contractor Name

W. Thomas Crain Jr.

Signed

Print : W. Thomas Crain, Jr.

Attested to before me this 28th day of October 2025.

[Signature]
Notary Public

My Commission Expires August 29 2028.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL26-007

Contract Number

Brenntag Southwest, Inc.

Name of Contractor (Print)

October 28, 2025

Date

W. Thomas Crain Jr.

Signature, Member of Firm or Officer of Corporation

President

Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-137

SPECIFICATION TITLE: Liquid Ammonium Sulfate technical grade (LAS)

APPROVAL DATE: 01-12-11

DELIVERY: Medicine Park Water Treatment Plant

82 Lake Drive

Medicine Park OK 73557

and/or

Southeast Water Treatment Plant

4596 SE 15th Street

Lawton OK 73501

- a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY: N/A

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

DESCRIPTION:

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Liquid Ammonium Sulfate (LAS) (NH ₄) ₂ SO ₄ 9.5 - 11.0% as NH ₃	X	
2	Specific gravity @ 60° F, approximately 1.20 – 1.24	X	
3	pH 4.0- 5.5 su	X	
4	Nonvolatile matter, 0.05% maximum	X	

City of Lawton: Liquid Ammonium Sulfate technical grade (LAS) Specification

Page 1 of 2

DELIVERY:

- Product must be shipped in bulk of approximately 42,000 lbs (4000 gal)
- Deliveries must be made between 8am – 4pm CT Monday thru Friday unless otherwise specified
- Vendor to state delivery time. This information will be considered during bid evaluation.
- Vendor must state urgency delivery time (ie.1-2 days ARO)
- Delivery ARO: 2-3 DAYS UPON RECEIPT OF ORDER

MISCELLANEOUS:

- Vendor is to supply security information 24 hours prior to delivery, ie., drivers name, license number, picture, trailer number, hatch seal numbers.
- Vendor to supply certified weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.
- Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.
- Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- The vendors agent (truck driver) shall provide samples for the plant operator. Plant operator will provide sample containers.
- The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

Bid Number: CL26-007

Bid Title: Liquid Ammonium Sulfate

Vendor Name: Brenntag Southwest, Inc.

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Liquid Ammonium Sulfate			
a	Medicine Park Water Treatment Plant (MPWTP)	600,000	lbs	\$0.1479/lb
b	Southeast Water Treatment Plant (SEWTP)	140,000	lbs	\$0.1479/lb

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. **WARRANTY:**
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

What is Bidnet Direct?

State and local government agencies throughout the State of Oklahoma, like the City of Lawton, utilize Bidnet Direct for distribution of solicitations - including documents and addendum, vendor management and award management. Many participating agencies also utilize the electronic bid submission option for vendors to submit responses directly online through the platform. In addition, our content team of researchers visits thousands of agency websites, newspapers, and other locations to aggregate open solicitations from non-participating agencies to alert registered vendors of matching opportunities.

How do I register on Bidnet Direct to receive City of Lawton's business opportunities?

Registration on Bidnet Direct is done online. To receive notifications of matching the City of Lawton business opportunities, simply register [here](#).

What are the registration options?

There are 4 types of registration options.

When you register, you are registering for access to not only the City of Lawton's open solicitations, but also solicitations from other participating agencies throughout Oklahoma.

Group, Statewide, and Federal options will provide you with automated notifications of participating agency matching bids and, additionally, all statewide matching government bids and/or Federal Bids.

Free registration will allow you to access documents, respond to electronic bids and more; The City of Lawton has a special arrangement where **you will receive notifications** of matching solicitations and addenda even when selecting the Free, Limited Access package.

Limited \$0	Group Agencies \$9/month <i>billed annually</i>	State & Local \$36/month <i>billed annually</i>	Federal, State & Local \$45/month <i>billed annually</i>
✓ Member agency bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids ✓ Federal bids

What information do I need to register on Bidnet Direct?

Basic registration requires key contact information for your company's main user, such as company name, address, and phone number. Once you have completed the basic registration, you will receive an email to verify your account information. After your account is verified, you will be prompted to complete additional information, including NIGP Category code selections and any applicable Disadvantage Business Enterprise (DBE) or Small Business (SB) certification information. You can start the [registration process here](#).

Will I be able to download documents?

Yes, all registered vendors can download documents from the [City of Lawton](#) along with other participating agency documents attached to matching solicitations.

I am having trouble registering or have a Bidnet Direct question, who can I contact for assistance?

Bidnet Direct's Vendor Support team is available M-F from 7 a.m. – 7 p.m. CT. You can contact us at (800) 835-4603, option 2 or support@bidnet.com.

Reservation of Rights

Our submission of a quotation in response to this bid should not be construed as an acknowledgement of our acceptance of all of the contractual terms set forth in any *subsequent* purchase order, contract, agreement, etc. to be presented at a later date to the successful bidder. Accordingly, Brenntag Southwest, Inc. reserves the right to request reasonable amendments to the contractual terms should it be the successful bidder.

CHEMICAL WARRANTY

Brenntag Southwest, Inc. warrants that upon delivery, the chemicals will meet the applicable (i) specifications, (ii) AWWA Standards and (iii) NSF/ANSI/CAN Standards for each chemical as listed in Bid Number CL26-007. Brenntag Southwest, Inc. further warrants that the chemicals will be free from all liens.

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Jose.Cardenas@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Bid Typed:	Dates Bid Advertised:	No Bids Received After: 2:00pm	
Contract Number and Title: CL26-007 Liquid Ammonium Sulfate		Requirements-type Contract: Contract Period: 12 months	
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Baker Services, Inc		Reason for No Bid:	
Mailing Address: 12404 Morton Rd		Terms: Net 30	
City: Atchison	State: KS	Zip: 66002	Delivery: 8:00AM, 2-3 day ARO; Emergency 24 hr.
Area Code and Phone Number: 913-370-0643		Email Address: jeff@bakerservicesinc.net	
Federal Employer Identification Number or Social Security Number 48-1176640			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

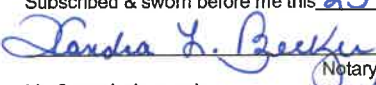
AFFIDAVIT: STATE OF Kansas COUNTY OF Atchison

Jeffrey R. Baker

of lawful age, being first duly sworn, on oath says that:

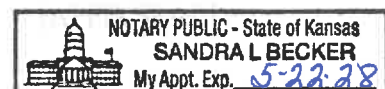
1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, 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: Baker Services Inc
 Address: 12404 Morton Rd
Atchison, KS 66002
 (City, State, Zip)
 Phone: 785-847-0109


 SIGNATURE OF AUTHORIZED AGENT
Jeffrey R. Baker, President
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 23rd day of October, 2025.

 Notary Public
 My Commission expires: 5-22-28

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/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 bid opening date. 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 Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

a. As the best interest of the City may require, the right is reserved to:

1. Award by individual item, group of items, all or none, or a combination thereof.
2. Award based upon a geographical district basis with one or more suppliers.
3. To reject any and all bids or waive any minor irregularity or technicality in bids received.

b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and 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, or minor specification deviation when considered to be in the best interest of the City.

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.

10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids 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 bid 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 bidder/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 or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications 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. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). 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 the 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 bidder/vendor until accepted by the ordering agency. The bidder/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 Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/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 supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor 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 invitation to bid 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, institutions and all employees of the aforementioned, 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 contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
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 on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. 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:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - 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:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/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, 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 bidder/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' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid 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 bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/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 the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid 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 bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, 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 awarding of the contract:
 - a. **General Liability:** The bidder/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 bidder/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 claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/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 showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications 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 specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/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 specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

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

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, 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 bidder/vendor prior to submission of his bid 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 bidder/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:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/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 bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

- b.** The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c.** In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.

- INVITATION TO BID AND CONTRACT
Page 9 of 11

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.
45. **COMPANIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES:** Contractor verifies that it does not have practice, policy, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and provided in the Title 21 Section 1289.31 of the Oklahoma Statutes.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Kansas
COUNTY OF Ottawa

SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Baker Services, Inc
Business Name / Contractor Name

Jeffrey R. Baker
Signed
Print : Jeffrey R. Baker

Attested to before me this 23rd day of October 2025.

Sandra L. Becker
Notary Public

My Commission Expires 5-22 2028

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-137

SPECIFICATION TITLE: Liquid Ammonium Sulfate technical grade (LAS)

APPROVAL DATE: 01-12-11

DELIVERY: Medicine Park Water Treatment Plant

82 Lake Drive

Medicine Park OK 73557

and/or

Southeast Water Treatment Plant

4596 SE 15th Street

Lawton OK 73501

- a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY: N/A

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

DESCRIPTION:

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Liquid Ammonium Sulfate (LAS) (NH ₄) ₂ SO ₄ 9.5 - 11.0% as NH ₃	X	
2	Specific gravity @ 60° F, approximately 1.20 – 1.24	X	
3	pH 4.0- 5.5 su	X	
4	Nonvolatile matter, 0.05% maximum	X	

City of Lawton: Liquid Ammonium Sulfate technical grade (LAS) Specification

Page 1 of 2

DELIVERY:

- Product must be shipped in bulk of approximately 42,000 lbs (4000 gal)
- Deliveries must be made between 8am – 4pm CT Monday thru Friday unless otherwise specified
- Vendor to state delivery time. This information will be considered during bid evaluation.
- Vendor must state urgency delivery time (ie.1-2 days ARO)
- Delivery ARO: 2-3 DAYS UPON RECEIPT OF ORDER

MISCELLANEOUS:

- Vendor is to supply security information 24 hours prior to delivery, ie., drivers name, license number, picture, trailer number, hatch seal numbers.
- Vendor to supply certified weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.
- Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.
- Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- The vendors agent (truck driver) shall provide samples for the plant operator. Plant operator will provide sample containers.
- The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL26-007
Contract Number

Baker Services Inc
Name of Contractor (Print)

10-22-2025
Date

Jeffrey R. Baker
Signature, Member of Firm or Officer of Corporation

President
Title

Bid Number: CL26-007

Bid Title: Liquid Ammonium Sulfate

Vendor Name: Baker Services, Inc.
(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Liquid Ammonium Sulfate			
a	Medicine Park Water Treatment Plant (MPWTP)	600,000	lbs	.148
b	Southeast Water Treatment Plant (SEWTP)	140,000	lbs	.148

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.



Baker Services, Inc.

12404 Morton Rd.

Atchison, KS 66002

785-847-0109

October 23, 2025

To: City of Lawton

Re: Bid Tabulation – CL26-007 Liquid Ammonium Sulfate

Please mail a copy of the bid tabulation in the self-addressed stamped envelope.

Thanks,

Jeffrey R Baker

President

(cell) 913-370-0643



"Providing Superior Service for 55 years"



Baker Services, Inc.

12404 Morton Rd.

Atchison, KS 66002

785-847-0109

Affidavit of Compliance – AWWA Standard B302-23

Baker Services, Inc. manufactures Ammonium Sulfate Solution per the American Water Works Association Standards. Attached is the NSF/ANSI/Can 60 certification along with a certificate of analysis of our product.

A handwritten signature in black ink that reads 'Jeffrey R. Baker'.

Jeffrey R Baker

President

(cell) 913-370-0643



"Providing Superior Service for 55 years"



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, October 23, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=Co626809&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Baker Services, Inc.

12404 Morton Road

Atchison, KS 66002

United States

785-847-0109

Facility : Atchison, KS

Ammonium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Ammonia	Chloramination	17mg/L

Ammonium Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate	Chloramination	60mg/L
Liquid Ammonium Sulfate 40%	Chloramination	60mg/L
WTM-AMS40	Chloramination	60mg/L



BAKER SERVICES, INC.

12404 Morton Rd. Atchison, KS 66002

Telephone: (785)-847-0109

Technical Data Sheet

Liquid Ammonium Sulfate 38-40%

Identification:

Name of Product: Liquid Ammonium Sulfate

Synonyms: AMS, LAS

Formula: $(\text{NH}_4)_2\text{SO}_4$

C.A.S. No.: 7783-20-2

Analysis:

Sulfuric Acid Diammonium 48-50% (wt % dry salt)

Ammonium Sulfate Solution NH_3 equivalent 9.8%-10.3%

Appearance and Odor: Clear to pale yellow, odorless liquid

pH: 4-5%

Nonvolatile matter < .005

Specific Gravity @ 60°F: 1.20-1.23

Weight Per Gallon (pounds): 10.16

Freezing Point < 10

Shipping information:

Not applicable



The information and data contained in herein is based upon facts considered to be correct as of the date hereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purpose prior to use. In no event will Baker Services, Inc. be responsible for damages of any nature whatsoever resulting from the use or reliance upon this information. No representations or warranties, either express or implied, of merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to information or the product to which this information refers.

Safety Data Sheet

Issue Date: 07-Dec-2020

Revision Date: 02-Sep-2022

Version 2



**BAKER
SERVICES, INC.**



Certified to
NSF/ANSI/CAN 60

1. IDENTIFICATION

Product identifier

Product Name Liquid Ammonium Sulfate 38-40%
WTM-AMS40

Other means of identification

SDS # BSI-001

Recommended use of the chemical and restrictions on use

Recommended Use Maximum Use Level – 60mg/L
Product Function - Chloramination

Details of the supplier of the safety data sheet

Supplier Address

Baker Services, Inc.
12404 Morton RD
Atchison, KS 66002-3272

Emergency telephone number

Company Phone Number 785-847-0109
Emergency Telephone INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

Appearance Clear, colorless liquid

Physical state Liquid

Odor Odorless

Classification

This chemical does not meet the hazardous criteria set forth by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200). However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

Other hazards

Toxic to aquatic life with long lasting effects

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical name	CAS No	Weight-%
Ammonium Sulfate	7783-20-2	40%

****If Chemical Name/CAS No is "proprietary" and/or Weight-% is listed as a range, the specific chemical identity and/or percentage of composition has been withheld as a trade secret.****

4. FIRST AID MEASURES

Description of first aid measures

Eye Contact	Get medical attention if symptoms develop and persist. Rinse immediately with plenty of water.
Skin Contact	Remove affected clothing and wash all exposed skin area with mild soap and water. Get medical attention if irritation develops or persists.
Inhalation	Move to fresh air. Get medical attention if discomfort develops or persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.

Most important symptoms and effects, both acute and delayed

Symptoms	Direct contact with eyes may cause temporary irritation.
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Indication of any immediate medical attention and special treatment needed

Notes to Physician	Treat symptomatically.
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5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Foam. Dry powder. Carbon dioxide (CO2). Water spray (fog). Sand.

Unsuitable Extinguishing Media Do not use heavy water stream.

Specific Hazards Arising from the Chemical

Not determined.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal Precautions	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation. Evacuate unnecessary personnel. Ventilate affected area.
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Environmental precautions

Environmental precautions	Avoid release to the environment. Prevent entry to sewers and public waters. See Section 12 for additional Ecological Information.
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Methods and material for containment and cleaning up

Methods for Containment	Prevent further leakage or spillage if safe to do so.
Methods for Clean-Up	Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Collect spillage. Store away from other materials.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on Safe Handling	Use personal protective equipment as required. Observe good laboratory hygiene practices.
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Conditions for safe storage, including any incompatibilities

Storage Conditions	Store in original, tightly closed container. Keep container closed when not in use.
Incompatible Materials	Strong bases. Strong acids. Oxidizing agents. Metals.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

<u>Exposure Guidelines</u>	This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies
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Appropriate engineering controls

Engineering Controls	Apply technical measures to comply with the occupational exposure limits.
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Individual protection measures, such as personal protective equipment

Eye/Face Protection	Chemical goggles or safety glasses.
Skin and Body Protection	Wear protective gloves.
Respiratory Protection	Wear appropriate respiratory equipment.

General Hygiene Considerations Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	Liquid	Odor	Odorless
Appearance	Clear, colorless liquid	Odor Threshold	Not determined
Color	Colorless		
<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>	
pH	2.7		
Melting point / freezing point	-17.8 °C / 0 °F		
Boiling point / boiling range	105 °C / 221 °F		
Flash point	Not determined		
Evaporation Rate	Not determined		
Flammability (Solid, Gas)	Liquid-Not applicable		
Flammability Limit in Air			
Upper flammability or explosive limits	Not determined		
Lower flammability or explosive limits	Not determined		
Vapor Pressure	Not determined		

Vapor Density	Not determined
Relative Density	10.25 lbs/gallon
Water Solubility	77g/100ml
Solubility in other solvents	Not determined
Partition Coefficient	Not determined
Autoignition temperature	Not determined
Decomposition temperature	Not determined
Kinematic viscosity	Not determined
Dynamic Viscosity	Not determined
Explosive Properties	Not determined
Oxidizing Properties	Not determined

10. STABILITY AND REACTIVITY

Reactivity

Not reactive under normal conditions.

Chemical stability

Stable under recommended storage conditions.

Possibility of hazardous reactions

None under normal processing.

Conditions to Avoid

Heat. Open flames. Direct sunlight. Extremely high or low temperatures.

Incompatible materials

Strong bases. Strong acids. Oxidizing agents. Metals.

Hazardous decomposition products

Fumes. Carbon monoxide. Carbon dioxide (CO₂).

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Product Information

Eye Contact	Avoid contact with eyes.
Skin Contact	Avoid contact with skin.
Inhalation	Do not inhale.
Ingestion	Do not ingest.

Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Ammonium Sulfate 7783-20-2	= 2840 mg/kg (Rat)	> 2000 mg/kg (Rat)	-

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	Please see section 4 of this SDS for symptoms.
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Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity	Based on the information provided, this product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.
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Numerical measures of toxicity

The following values are calculated based on chapter 3.1 of the GHS document .

Oral LD50	7,100.00 mg/kg
Dermal LD50	5,005.00 mg/kg

12. ECOLOGICAL INFORMATION**Ecotoxicity**

Toxic to aquatic life with long lasting effects.

Component Information

Chemical name	Algae/aquatic plants	Fish	Crustacea
Ammonium Sulfate 7783-20-2		250: 96 h Brachydanio rerio mg/L LC50 32.2 - 41.9: 96 h Oncorhynchus mykiss mg/L LC50 flow-through 18: 96 h Cyprinus carpio mg/L LC50 123 - 128: 96 h Poecilia reticulata mg/L LC50 semi- static 460 - 1000: 96 h Leuciscus idus mg/L LC50 static 420: 96 h Brachydanio rerio mg/L LC50 semi- static 480: 96 h Brachydanio rerio mg/L LC50 flow-through 126: 96 h Poecilia reticulata mg/L LC50 5.2 - 8.2: 96 h Oncorhynchus mykiss mg/L LC50 static 100: 96 h Pimephales promelas mg/L LC50	14: 48 h Daphnia magna mg/L LC50 423: 24 h Daphnia magna mg/L EC50

Persistence/Degradability

Not determined.

Bioaccumulation

There is no data for this product.

Mobility

Chemical name	Partition coefficient
Ammonium Sulfate 7783-20-2	-5.1

Other Adverse Effects

Not determined

13. DISPOSAL CONSIDERATIONS**Waste Treatment Methods****Disposal of Wastes**

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated Packaging

Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION

Note	Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.
DOT	Not regulated
IATA	Not regulated
IMDG	
Marine Pollutant	This material may meet the definition of a marine pollutant

15. REGULATORY INFORMATION

International Inventories

Chemical name	TSCA	TSCA Inventory Status	DSL/NDSL	EINECS/ELINCS	ENCS	IECSC	KECL	PICCS	AICS
Ammonium Sulfate	X	ACTIVE	X	X	X	X	X	X	X

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

US Federal Regulations

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355).

SARA 311/312 Hazard Categories

Acute Health Hazard	No
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

SARA 313

Chemical name	CAS No	Weight-%	SARA 313 - Threshold Values %
Ammonium Sulfate - 7783-20-2	7783-20-2	40%	1.0

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

US State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Chemical name	New Jersey	Massachusetts	Pennsylvania
Ammonium Sulfate 7783-20-2		X	X

16. OTHER INFORMATION

NFPA	Health Hazards	Flammability	Instability	Special Hazards
	1	0	0	Not determined
HMIS	Health Hazards	Flammability	Physical hazards	Personal Protection
	Not determined	Not determined	Not determined	Not determined

Issue Date: 07-Dec-2020
Revision Date: 02-Sep-2022
Revision Note: Updated address and phone number

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



Baker Services, Inc.

12404 Morton Rd.

Atchison, KS 66002

785-847-0109

Affidavit of Compliance – AWWA Standard B302-23

Baker Services, Inc. manufactures Ammonium Sulfate Solution per the American Water Works Association Standards. Attached is the NSF/ANSI/Can 60 certification along with a certificate of analysis of our product.

Jeffrey R Baker

President

(cell) 913-370-0643



"Providing Superior Service for 55 years"



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, October 23, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=Co626809&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Baker Services, Inc.

12404 Morton Road

Atchison, KS 66002

United States

785-847-0109

Facility : Atchison, KS

Ammonium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Ammonia	Chloramination	17mg/L

Ammonium Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate	Chloramination	60mg/L
Liquid Ammonium Sulfate 40%	Chloramination	60mg/L
WTM-AMS40	Chloramination	60mg/L



BAKER SERVICES, INC.

12404 Morton Rd. Atchison, KS 66002

Telephone: (785)-847-0109

Technical Data Sheet

Liquid Ammonium Sulfate 38-40%

Identification:

Name of Product: Liquid Ammonium Sulfate

Synonyms: AMS, LAS

Formula: $(\text{NH}_4)_2\text{SO}_4$

C.A.S. No.: 7783-20-2

Analysis:

Sulfuric Acid Diammonium 48-50% (wt % dry salt)

Ammonium Sulfate Solution NH_3 equivalent 9.8%-10.3%

Appearance and Odor: Clear to pale yellow, odorless liquid

pH: 4-5%

Nonvolatile matter < .005

Specific Gravity @ 60°F: 1.20-1.23

Weight Per Gallon (pounds): 10.16

Freezing Point < 10

Shipping information:

Not applicable



The information and data contained herein is based upon facts considered to be correct as of the date hereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purpose prior to use. In no event will Baker Services, Inc. be responsible for damages of any nature whatsoever resulting from the use or reliance upon this information. No representations or warranties, either express or implied, of merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to information or the product to which this information refers.

Safety Data Sheet

Issue Date: 07-Dec-2020

Revision Date: 02-Sep-2022

Version 2



**BAKER
SERVICES, INC.**



Certified to
NSF/ANSI/CAN 60

1. IDENTIFICATION

Product identifier

Product Name Liquid Ammonium Sulfate 38-40%
WTM-AMS40

Other means of identification

SDS # BSI-001

Recommended use of the chemical and restrictions on use

Recommended Use Maximum Use Level – 60mg/L
Product Function - Chloramination

Details of the supplier of the safety data sheet

Supplier Address

Baker Services, Inc.
12404 Morton RD
Atchison, KS 66002-3272

Emergency telephone number

Company Phone Number 785-847-0109
Emergency Telephone INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

Appearance Clear, colorless liquid

Physical state Liquid

Odor Odorless

Classification

This chemical does not meet the hazardous criteria set forth by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200). However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

Other hazards

Toxic to aquatic life with long lasting effects

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical name	CAS No	Weight-%
Ammonium Sulfate	7783-20-2	40%

****If Chemical Name/CAS No is "proprietary" and/or Weight-% is listed as a range, the specific chemical identity and/or percentage of composition has been withheld as a trade secret.****

4. FIRST AID MEASURES**Description of first aid measures**

Eye Contact	Get medical attention if symptoms develop and persist. Rinse immediately with plenty of water.
Skin Contact	Remove affected clothing and wash all exposed skin area with mild soap and water. Get medical attention if irritation develops or persists.
Inhalation	Move to fresh air. Get medical attention if discomfort develops or persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.

Most important symptoms and effects, both acute and delayed

Symptoms	Direct contact with eyes may cause temporary irritation.
-----------------	--

Indication of any immediate medical attention and special treatment needed

Notes to Physician	Treat symptomatically.
---------------------------	------------------------

5. FIRE-FIGHTING MEASURES**Suitable Extinguishing Media**

Foam. Dry powder. Carbon dioxide (CO₂). Water spray (fog). Sand.

Unsuitable Extinguishing Media Do not use heavy water stream.

Specific Hazards Arising from the Chemical

Not determined.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal Precautions	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation. Evacuate unnecessary personnel. Ventilate affected area.
-----------------------------	--

Environmental precautions

Environmental precautions	Avoid release to the environment. Prevent entry to sewers and public waters. See Section 12 for additional Ecological Information.
----------------------------------	--

Methods and material for containment and cleaning up

Methods for Containment	Prevent further leakage or spillage if safe to do so.
Methods for Clean-Up	Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Collect spillage. Store away from other materials.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on Safe Handling	Use personal protective equipment as required. Observe good laboratory hygiene practices.
--------------------------------	---

Conditions for safe storage, including any incompatibilities

Storage Conditions	Store in original, tightly closed container. Keep container closed when not in use.
Incompatible Materials	Strong bases. Strong acids. Oxidizing agents. Metals.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

<u>Exposure Guidelines</u>	This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies
-----------------------------------	--

Appropriate engineering controls

Engineering Controls	Apply technical measures to comply with the occupational exposure limits.
-----------------------------	---

Individual protection measures, such as personal protective equipment

Eye/Face Protection	Chemical goggles or safety glasses.
Skin and Body Protection	Wear protective gloves.
Respiratory Protection	Wear appropriate respiratory equipment.

General Hygiene Considerations Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	Liquid	Odor	Odorless
Appearance	Clear, colorless liquid	Odor Threshold	Not determined
Color	Colorless		
<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>	
pH	2.7		
Melting point / freezing point	-17.8 °C / 0 °F		
Boiling point / boiling range	105 °C / 221 °F		
Flash point	Not determined		
Evaporation Rate	Not determined		
Flammability (Solid, Gas)	Liquid-Not applicable		
Flammability Limit in Air			
Upper flammability or explosive limits	Not determined		
Lower flammability or explosive limits	Not determined		
Vapor Pressure	Not determined		

Vapor Density	Not determined
Relative Density	10.25 lbs/gallon
Water Solubility	77g/100ml
Solubility in other solvents	Not determined
Partition Coefficient	Not determined
Autoignition temperature	Not determined
Decomposition temperature	Not determined
Kinematic viscosity	Not determined
Dynamic Viscosity	Not determined
Explosive Properties	Not determined
Oxidizing Properties	Not determined

10. STABILITY AND REACTIVITY

Reactivity

Not reactive under normal conditions.

Chemical stability

Stable under recommended storage conditions.

Possibility of hazardous reactions

None under normal processing.

Conditions to Avoid

Heat. Open flames. Direct sunlight. Extremely high or low temperatures.

Incompatible materials

Strong bases. Strong acids. Oxidizing agents. Metals.

Hazardous decomposition products

Fumes. Carbon monoxide. Carbon dioxide (CO₂).

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Product Information

Eye Contact	Avoid contact with eyes.
Skin Contact	Avoid contact with skin.
Inhalation	Do not inhale.
Ingestion	Do not ingest.

Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Ammonium Sulfate 7783-20-2	= 2840 mg/kg (Rat)	> 2000 mg/kg (Rat)	-

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	Please see section 4 of this SDS for symptoms.
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Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity	Based on the information provided, this product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.
-----------------	---

Numerical measures of toxicity

The following values are calculated based on chapter 3.1 of the GHS document .

Oral LD50	7,100.00 mg/kg
Dermal LD50	5,005.00 mg/kg

12. ECOLOGICAL INFORMATION**Ecotoxicity**

Toxic to aquatic life with long lasting effects.

Component Information

Chemical name	Algae/aquatic plants	Fish	Crustacea
Ammonium Sulfate 7783-20-2		250: 96 h Brachydanio rerio mg/L LC50 32.2 - 41.9: 96 h Oncorhynchus mykiss mg/L LC50 flow-through 18: 96 h Cyprinus carpio mg/L LC50 123 - 128: 96 h Poecilia reticulata mg/L LC50 semi- static 460 - 1000: 96 h Leuciscus idus mg/L LC50 static 420: 96 h Brachydanio rerio mg/L LC50 semi- static 480: 96 h Brachydanio rerio mg/L LC50 flow-through 126: 96 h Poecilia reticulata mg/L LC50 5.2 - 8.2: 96 h Oncorhynchus mykiss mg/L LC50 static 100: 96 h Pimephales promelas mg/L LC50	14: 48 h Daphnia magna mg/L LC50 423: 24 h Daphnia magna mg/L EC50

Persistence/Degradability

Not determined.

Bioaccumulation

There is no data for this product.

Mobility

Chemical name	Partition coefficient
Ammonium Sulfate 7783-20-2	-5.1

Other Adverse Effects

Not determined

13. DISPOSAL CONSIDERATIONS**Waste Treatment Methods****Disposal of Wastes**

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated Packaging

Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION**Note**

Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.

DOT

Not regulated

IATA

Not regulated

IMDG

Marine Pollutant

This material may meet the definition of a marine pollutant

15. REGULATORY INFORMATION**International Inventories**

Chemical name	TSCA	TSCA Inventory Status	DSL/NDSL	EINECS/ELI NCS	ENCS	IECSC	KECL	PICCS	AICS
Ammonium Sulfate	X	ACTIVE	X	X	X	X	X	X	X

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

US Federal Regulations**CERCLA**

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SARA 311/312 Hazard Categories

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Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

SARA 313

Chemical name	CAS No	Weight-%	SARA 313 - Threshold Values %
Ammonium Sulfate - 7783-20-2	7783-20-2	40%	1.0

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

US State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Chemical name	New Jersey	Massachusetts	Pennsylvania
Ammonium Sulfate 7783-20-2		X	X

16. OTHER INFORMATION

NFPA	Health Hazards	Flammability	Instability	Special Hazards
	1	0	0	Not determined
HMIS	Health Hazards	Flammability	Physical hazards	Personal Protection
	Not determined	Not determined	Not determined	Not determined

Issue Date: 07-Dec-2020
Revision Date: 02-Sep-2022
Revision Note: Updated address and phone number

Disclaimer

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End of Safety Data Sheet

Univar Solutions USA LLC.

8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000

F 253-572-5041

www.univarsolutions.com



October 20, 2025

City of Lawton
Attn: City Clerk
212 SW 9th Street
Lawton, OK 73501
3rd Floor Conference Room

RE: CL26-007 Liquid Ammonium Sulfate

Dear City Clerk,

Univar USA Inc. is in receipt of the above Bid due Wednesday, October 29, 2025 at 2pm.

Unfortunately, we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Roise Holiday

Sr. Municipal Specialist
Univar Solutions USA LLC
206-653-5075
roise.holidayhenry@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing

Univar Solutions USA Inc.
3320 S. Council Road
Oklahoma City, OK 73179
T 405-745-2376
F 405-745-4934
www.univarsolutions.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm (CST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency phone – 24-hour response: Answering Service 405-745-2376

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: 405-745-2376
Office Fax: 405-745-4934

Customer Service/ Order Desk custSolmid-Central@univarsolutions.com

Bryan Arens - Branch Operations Manager bryan.arnes@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Roise Holiday
12720 E. US Hwy 92
Trl: 427
Dover, FL 33527
Muniteam-east@univarsolutions.com

Contacts:

Roise Holiday
Municipal Specialist
Phone: 206-653-5075
Roise.holidayhenry@univarsolutions.com

Shawnasey McCarthy
Municipal Specialist Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
Shawnasey.McCarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information – Invoice number

Standard Payment Terms:

Net 30 days



CITY OF LAWTON

FINANCE DEPARTMENT

October 9, 2025

Interested Vendor:

SUBJECT: **Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for **CL26-007 LIQUID AMMONIUM SULFATE**, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications
- Price Sheet
- W-9 Form

You must include the following items in your bid submission, or your bid shall not be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized**.
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized**.
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- W-9 Form, **original properly signed**.

Please submit two (2) copies of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. Please submit any questions regarding specific information of the bid to BidSync: www.bidsync.com/bidsync-cas/. If any of the requested items are missing or if you have questions about the bid packet, email Jose Cardeas, Contract Administrator at jose.cardenas@lawtonok.gov.

Sincerely,

Jose Cardenas
Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

X **REQUEST FOR BIDS**

(FOR PURCHASES OVER \$50,000)

 REQUEST FOR PROPOSALS

TO: Financial Services

DATE: 10/6/2025

FROM: Public Utilities (DEPARTMENT)

SEWTP/MPWTP (DIVISION)

Carl Gray

1. ITEM DESCRIPTION: Liquid Ammonium Sulfate (LAS) CL26-007/321000087

2. BUDGETED:

Yes X Amount Budgeted \$85,000 Account Number 7006509-51015 & 7006510-51015

No Estimated Amount Attach Copy of Approved Transfer Request

3. TYPE OF CONTRACT:

 One-time Purchase (Attach copy of the requisition)

 X Requirements Contract

4. PREVIOUSLY APPROVED SPECIFICATIONS:

 X Yes Specifications Number & Date Approved: M-137 1/12/11

 No Attach a copy of detailed specification for item in correct format.

5. KNOWN SOURCES OF SUPPLY: (Include all sources which have bid on similar items within the preceding three (3) years.)

FIRM:

ADDRESS:

Chemtrade Chemical, Inc. (Elizabeth Ryno) 844-204-9672 bids.chemtradelogistic.com 90 East Hasley Road Parsippany, NJ 07054

WaterTech (Darrell Rose) 918-423-4345 mcalesterorders@watertechinc.net, PO Box 1245 McAlester, OK 745023

Brenntag SW Inc (Jim Delozier) idelozier@brenntag.com 918-637-0335 RT 2 Box 352-200 Nowata, OK 740484

Chameleon Industries (Chino Garza) chino@chameleonindustriesinc.com 214-880-1493 PO Box 853027 Mesquite TX 75185-3027

Ryan Brown DPC Ind. 817-641-4712 rbrown@dxgroup.com DPC Industries, Inc. PO Box301023 Dallas, TX. 75303

Hawkins (Curtis Fleming) curtis.fleming@hawkinsinc.com 5454 S 108th E Ave Tulsa, OK 74146

Thornton, Musso, and Bellemin (Ed Ducote) ed@tmbwater.com 318-480-1784

6. COMMENTS:

Division Supervisor

Department Director

Bid Number: CL26-007

Bid Title: Liquid Ammonium Sulfate

Vendor Name: _____
(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Liquid Ammonium Sulfate			
a	Medicine Park Water Treatment Plant (MPWTP)	600,000	lbs	
b	Southeast Water Treatment Plant (SEWTP)	140,000	lbs	

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-137

SPECIFICATION TITLE: Liquid Ammonium Sulfate technical grade (LAS)

APPROVAL DATE: 01-12-11

DELIVERY: Medicine Park Water Treatment Plant

82 Lake Drive

Medicine Park OK 73557

and/or

Southeast Water Treatment Plant

4596 SE 15th Street

Lawton OK 73501

a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY: N/A

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

DESCRIPTION:

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Liquid Ammonium Sulfate (LAS) (NH ₄) ₂ SO ₄ 9.5 - 11.0% as NH ₃		
2	Specific gravity @ 60° F, approximately 1.20 – 1.24		
3	pH 4.0- 5.5 su		
4	Nonvolatile matter, 0.05% maximum		

City of Lawton: Liquid Ammonium Sulfate technical grade (LAS) Specification

Page 1 of 2

DELIVERY:

- Product must be shipped in bulk of approximately 42,000 lbs (4000 gal)
- Deliveries must be made between 8am – 4pm CT Monday thru Friday unless otherwise specified
- Vendor to state delivery time. This information will be considered during bid evaluation.
- Vendor must state urgency delivery time (ie.1-2 days ARO)
- Delivery ARO: 2-3 DAYS UPON RECEIPT OF ORDER

MISCELLANEOUS:

- Vendor is to supply security information 24 hours prior to delivery, ie., drivers name, license number, picture, trailer number, hatch seal numbers.
- Vendor to supply certified weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.
- Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.
- Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- The vendors agent (truck driver) shall provide samples for the plant operator. Plant operator will provide sample containers.
- The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.



CITY OF LAWTON

FINANCE DEPARTMENT

TO: RustyWhisenhunt, Director of Public Utilities

FROM: Jose Cardenas, Contract Administrator

SUBJECT: Contract Expiration Notification

DATE: October 06, 2025

Contract Name: **Liquid Ammonium Sulfate**

Contract Number: **CL23-009**

The above contract can no longer be extended. This contract will expire on **February 29, 2029**. You are asked to review the contract and make a recommendation on what action should be taken. Please provide your response as soon as possible or before **October 30, 2025**.

Current vendors: Brenntag Southwest, Inc.

If you decide that the contract is still necessary, action must be taken to rebid this contract. You will need to submit your department recommendation memo, gold sheet, and the specifications and price sheet. If you determine that the contract is no longer necessary, we must notify the vendor of your decision.

Please provide detailed written response to this letter.

The point of contact for this item is jose.cardenas@lawtonok.gov

Jose Cardenas

Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

Item Title:

Consider awarding contract CL26-008 Fluorosilicic Acid to Pennco, Inc.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

The City of Lawton solicited bids for contract CL26-008 Fluorosilicic Acid for use at the water treatment plant. Two (2) bids were received/. After reviewing the bids for CL26-008 Fluorosilicic Acid it is the department recommendation that the contract be awarded to Pennco, Inc., which was the best and lowest bidder, and met all specifications.

Correlation to the True North Statement:

Awarding Contract CL26-008 for Fluorosilicic Acid to Pennco, Inc. directly supports the City of Lawton's True North Statement by ensuring the continued delivery of safe, clean, and dependable drinking water to the community. This chemical is a critical component in the water treatment process, maintaining optimal fluoride levels that promote public health and regulatory compliance. Two bids were received for this solicitation, and after a thorough evaluation, Pennco, Inc. was determined to be the lowest and best bidder meeting all specifications. The department's recommendation reflects the City's ongoing commitment to transparency, fiscal responsibility, and operational excellence. This contract reinforces the True North Culture by prioritizing community safety, stewardship of public resources, and consistent delivery of high-quality municipal services to the citizens of Lawton.

Exhibit:

Single PDF Document with all contracting documents

Key Issues:

Does the City of Lawton wish to award contract CL26-008 Fluorosilicic Acid to Pennco, Inc.?

Funding Source:

Medicine Park Water Treatment Chemical Account (7006509-51015)

Recommended Action:

Award contract CL26-008 Fluorosilicic Acid to Pennco, Inc.

ATTACHMENTS:

1. CL26-008 CivicPlusUpload

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL26-008 Fluorosilicic Acid

CITY COUNCIL AUTHORIZATION:

Date Authorized: November 11, 2025

CivicPlus File ID: 2025-1464

DOCUMENTS REVIEWED AS TO:

Content:


Contract Administrator

11/3/2025

Content:


Finance Director

11/3/2025

Forms:

City Attorney

COMMENTS:

New Contract

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20_____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

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

City Attorney



City of Lawton

Department of Public Utilities

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

To: Jose Cardenas, Contract Administrator – Financial Services
From: *CG* Carl Gray, Water Plants Superintendent
Thru: Rusty Whisenhunt, Director of Public Utilities *rw*
Subject: CL26-008 Fluorosilicic Acid
Date: October 31, 2025

After reviewing the bids, it is recommended to award the contract for CL26-008 Fluorosilicic Acid to Pennco, Inc. Pennco Inc. meets all requirements and contract increases are minimal. Contract expenditures are expected to be greater than \$75,000 per year.

Funds are available in the in the Medicine Parker Water Treatment Plant and the Southeast Water Treatment Plant Division's Chemical Accounts (7006509-51015) and (7006510-51015).

If you have any questions regarding this information, please contact me.



CITY OF LAWTON

FINANCE DEPARTMENT

MEMORANDUM

To: Willie Whisenhunt, Director of Public Utilities
Thru: Carl Gray, Water Plant Supervisor
From: Jose Cardenas, Contract Administrator
Subject: **CL26-008 Fluorosilicic Acid**

Enclosed please find the bids for CL26-008 Fluorosilicic Acid following the bid opening on Wednesday, October 29, 2025.

Please review the bids and send us your vendor recommendation for this contract. Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Jose Cardenas", is written over a horizontal line.

Jose Cardenas

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *[Handwritten Signature]*

ABSTRACT OF BIDS

IFB/RFP Number CL26-008		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>1</u>	
IFB/RFP Title Fluorosillicic Acid		Date Opened: Tuesday, January 10, 2023		Pencco, Inc. Jennifer Guajardo PO Box 600 San Felipe, TX 77473 979-885-0005 jguajardo@pencco.com		Univar Solutions USA, Inc. Roise Holiday 12720 E. US Hwy 92 trl: 427 Dover, FL 33527 206-653-5075 muniteam-west@univarsolutions.com	
Jose Cardenas Contract Administrator		Number of ADDENDA Issued 1		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS.....\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:				As required Yes Yes N/A		As required Yes Yes N/A	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Fluorosillicic Acid	100,000	lbs	0.3125	--	0.32	--
2	Assay Basis			23-26%		23%	



CITY OF LAWTON

FINANCE DEPARTMENT

October 9, 2025

Interested Vendor:

SUBJECT: **Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for **CL26-008 Fluorosilicic Acid**, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments in Excess of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications
- Price Sheet
- W-9 Form

You must include the following items in your bid submission, or your bid shall not be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized.**
- Affidavit For Payments in Excess Of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized.**
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- W-9 Form, **original properly signed.**

Please submit two (2) copies of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. Please submit any questions regarding specific information of the bid to BidSync: www.bidsync.com/bidsync-cas/. If any of the requested items are missing or if you have questions about the bid packet, email Jose Cardenas, Contract Administrator at jose.cardenas@lawtonok.gov.

Sincerely,

Jose Cardenas

Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Jose.Cardenas@lawtonok.gov</u> QUESTIONS REGARDING BID: <u>www.bidsync.com/bidsync-cas/</u>	
Date Bid Typed: 10/27/2025	Dates Bid Advertised: 10/10/2025	No Bids Received After: 2 : 00pm	
Contract Number and Title: CL26-008 Fluorosilicic Acid		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Pencco, Inc Jennifer Guajardo		Reason for No Bid:	
Mailing Address: PO Box 600		Terms: 1.510, Net 30	
City: State: Zip: San Felipe, TX 77473		Delivery: 7-14 days	
Area Code and Phone Number: 979-885-0005		Email Address: jguajardo@pencco.com	
Federal Employer Identification Number or Social Security Number 74-2333384			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Texas COUNTY OF Austin

Jennifer Guajardo 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.

Jennifer Guajardo
SIGNATURE OF AUTHORIZED AGENT

Firm: Pencco, Inc

Jennifer Guajardo, Bid Supervisor
PRINT/TYPER NAME/TITLE

Address: PO Box 600 San Felipe, TX 77473

Subscribed & sworn before me this 27 day of October, 2025

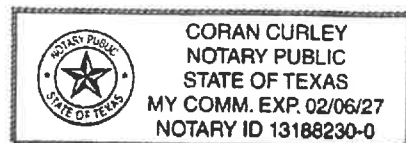
(City, State, Zip)

Phone: 979-885-0005

Coran Curley
Notary Public
My Commission expires: 2-6-27

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS
CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/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 bid opening date. 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 Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

a. As the best interest of the City may require, the right is reserved to:

1. Award by individual item, group of items, all or none, or a combination thereof.
2. Award based upon a geographical district basis with one or more suppliers.
3. To reject any and all bids or waive any minor irregularity or technicality in bids received.

b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and 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, or minor specification deviation when considered to be in the best interest of the City.

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.

10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids 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 bid 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 bidder/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 or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications 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. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). 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 the 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 bidder/vendor until accepted by the ordering agency. The bidder/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 Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/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 supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor 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 invitation to bid 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, institutions and all employees of the aforementioned, 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 contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
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 on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. 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:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - 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:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/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, 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 bidder/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' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid 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 bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/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 the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid 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 bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, 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 awarding of the contract:
 - a. **General Liability:** The bidder/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 bidder/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 claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/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 showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications 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 specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/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 specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashier's check in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

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

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, 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 bidder/vendor prior to submission of his bid 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 bidder/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:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/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 bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

- b.** The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c.** In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.

- INVITATION TO BID AND CONTRACT**
Page 9 of 11

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.
45. **COMPANIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES:** Contractor verifies that it does not have practice, policy, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and provided in the Title 21 Section 1289.31 of the Oklahoma Statutes.

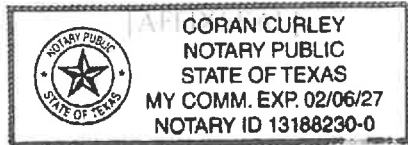
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Texas
COUNTY OF Austin SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Pencco, Inc

Business Name / Contractor Name



Jennifer Guajardo
(Signed
Print : Jennifer Guajardo

Attested to before me this 10 day of October 2025.

Coran Curley
Notary Public

My Commission Expires 2-6-27 20 .

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

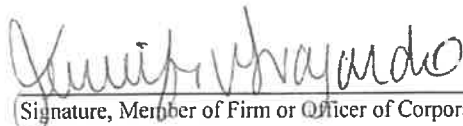
CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL26-008 Fluorosilicic Acid
Contract Number

10/27/2025
Date

Pencco, Inc
Name of Contractor (Print)


Signature, Member of Firm or Officer of Corporation

Bid Supervisor
Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-124

SPECIFICATION TITLE: Fluorosilicic Acid

APPROVAL DATE: 10-15-04

DELIVERY: City of Lawton Water Treatment Plant
S. Lake Drive & Water Street
Medicine Park OK 73557
&
City of Lawton Southeast Water Treatment Plant
4596 SE 15th Street
Lawton OK 73501

- a. Item(s) shall be delivered, FOB, to the address shown above.
- b. Item(s) shall be delivered between the hours of 8 am and 5 pm, Monday thru Friday unless otherwise agreed upon.

WARRANTY: N/A

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

DESCRIPTION:

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Fluorosilicic Acid	✓	
a	Approximately 41,000 lbs or approximately 4000 gallons per shipment per plant	✓	
b	Assay, (H ₂ SiF ₆), 23% minimum	✓	
c	Fluorine (F), 18.2% minimum	✓	
d	Heavy Metals, as Lead (Pb), .02% maximum	✓	
e	Hydrofluoric Acid (HF), less than 1.00%	✓	
f	NSF certified for use in potable water	✓	
g	Complies with all applicable requirements of the AWWA B703 std., latest revision	✓	

**SPECIFICATION
FLUOROSILICIC ACID
(cont)**

Vendor to state delivery time after placement of order. This information will be used as part of the criteria in bid evaluation.

Vendor must supply security information at least twenty-four (24) hours prior to delivery, ie; drivers name, license number and photo. Vendor must supply trailer number and have seals on all openings.

Vendor must supply certified weight and product analysis on each delivery.

Bid Number: CL 26-008

Bid Title: Fluorosilicic Acid

Vendor Name: Pencco, Inc

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Fluorosilicic Acid (Bulk Delivery) price for 1 yr guarantee	100,000	Lbs	\$0.3125
				Assay Basis
	As per specification			

Brand Bid: CL26-008 Fluorosilicic Acid

Model Bid: _____

Bulk Deliveries will be delivered to:

City of Lawton, Water Treatment Plant
82 E. Lake Drive
Medicine Park, OK 73557
580-529.2703

Questions regarding the attached specifications should be posted onto Bidsync at
www.bidsync.com/bidsync-cas/.

Contact: Carl Gray at 580.580-2703 or carl.gray@lawtonok.gov.

Notes:

1. As per accompanying Specifications.
2. This is a requirements contract.
3. There are no insurance or bond requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.

What is Bidnet Direct?

State and local government agencies throughout the State of Oklahoma, like the City of Lawton, utilize Bidnet Direct for distribution of solicitations - including documents and addendum, vendor management and award management. Many participating agencies also utilize the electronic bid submission option for vendors to submit responses directly online through the platform. In addition, our content team of researchers visits thousands of agency websites, newspapers, and other locations to aggregate open solicitations from non-participating agencies to alert registered vendors of matching opportunities.

How do I register on Bidnet Direct to receive City of Lawton's business opportunities?

Registration on Bidnet Direct is done online. To receive notifications of matching the City of Lawton business opportunities, simply register here.

What are the registration options?

There are 4 types of registration options.

When you register, you are registering for access to not only the City of Lawton's open solicitations, but also solicitations from other participating agencies throughout Oklahoma.

Group, Statewide, and Federal options will provide you with automated notifications of participating agency matching bids and, additionally, all statewide matching government bids and/or Federal Bids.

Free registration will allow you to access documents, respond to electronic bids and more; The City of Lawton has a special arrangement where **you will receive notifications** of matching solicitations and addenda even when selecting the Free, Limited Access package.

Limited \$0	Group Agencies \$9/month <i>billed annually</i>	State & Local \$36/month <i>billed annually</i>	Federal, State & Local \$45/month <i>billed annually</i>
✓ Member agency bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids ✓ Federal bids

What information do I need to register on Bidnet Direct?

Basic registration requires key contact information for your company's main user, such as company name, address, and phone number. Once you have completed the basic registration, you will receive an email to verify your account information. After your account is verified, you will be prompted to complete additional information, including NIGP Category code selections and any applicable Disadvantage Business Enterprise (DBE) or Small Business (SB) certification information. You can start the [registration process here](#).

Will I be able to download documents?

Yes, all registered vendors can download documents from the [City of Lawton](#) along with other participating agency documents attached to matching solicitations.

I am having trouble registering or have a Bidnet Direct question, who can I contact for assistance?

Bidnet Direct's Vendor Support team is available M-F from 7 a.m. – 7 p.m. CT. You can contact us at (800) 835-4603, option 2 or support@bidnet.com.



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

BOARD OF DIRECTORS MEETING

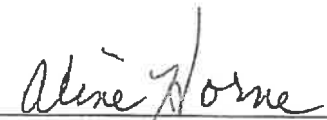
Prior notice was waived, and a meeting of the Directors was held on February 20, 2025. The following resolution was adopted in respects to the official signing of bids and contracts on behalf of Pencco, Inc.

BE IT RESOLVED that Sarah Duffy, Bid Director, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

BE IT RESOLVED that Jennifer Guajardo, Bid Supervisor, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary, and the meeting was concluded.


R. L. Horne, President


Aline Horne, Secretary



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

AFFIDAVIT OF COMPLIANCE

This is to certify that the Hydrofluorosilicic Acid supplied by our company meets AWWA Standard B703-19 or the latest revision and is certified to NSF/ANSI Standard NSF-60.

A handwritten signature in black ink, appearing to read "R. L. Horne", written over a horizontal line.

Signature

R. L. Horne, President

Name and Title of Official

4/25/2023

Date



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 27, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=pencco&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

PENCCO, Inc.

831 Bartlett Road

Sealy, TX 77474

United States

800-864-1742

979-885-0005

Visit this company's website

(<http://www.pencco.com>)

Facility : Distribution Center - Gadsden, AL

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Corcoran, CA**Ammonium Sulfate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate	Chloramination	40mg/L

Facility : Distribution Center - Stockton, CA**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride	Coagulation & Flocculation	600mg/L

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Vernon, CA**Ferric Chloride**

Trade Designation

Ferric Chloride

Product Function

Coagulation & Flocculation

Max Use

600mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

Product Function

Coagulation & Flocculation

Max Use

500mg/L

Facility : Distribution Center - Willow Springs, IL**Hydrofluosilicic Acid****Trade Designation**

Fluorosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Fluosilicic Acid

Fluoridation

5mg/L

Hydrofluosilicic Acid

Fluoridation

5mg/L

Facility : Distribution Center - Whippany, NJ**Hydrofluosilicic Acid****Trade Designation**

Hydrofluosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Facility : Middlesex, NC**Ammonium Sulfate****Trade Designation**

Ammonium Sulfate

Product Function

Chloramination

Max Use

55mg/L

LAS

Chloramination

55mg/L

Liquid Ammonium Sulfate

Chloramination

55mg/L

Blended Coagulation Chemicals**Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Sulfate

Trade Designation

50% Ferric Sulfate
 60% Ferric Sulfate
 Ferric Sulfate
 Penn 3202
 Poly Ferric Sulfate

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

650mg/L
 650mg/L
 650mg/L
 650mg/L
 650mg/L

Hydrofluosilicic Acid**Trade Designation**

Fluorosilicic Acid
 Fluosilicic Acid
 Hydrofluorosilicic Acid
 Hydrofluosilicic Acid

Product Function

Fluoridation
 Fluoridation
 Fluoridation
 Fluoridation

Max Use

5mg/L
 5mg/L
 5mg/L
 5mg/L

Facility : Distribution Center - Bardwell, TX**Blended Coagulation Chemicals****Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Chloride**Trade Designation**

Ferric Chloride
 Pencco 3012

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

600mg/L
 600mg/L

Ferric Sulfate**Trade Designation**

Ferric Sulfate Solution

Product Function

Coagulation & Flocculation

Max Use

650mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

 Pencco 0210

Product Function

Corrosion Control
 Coagulation & Flocculation
 Corrosion Control
 Coagulation & Flocculation

Max Use

500mg/L

 500mg/L

Hydrofluosilicic Acid**Trade Designation****Product Function****Max Use**

Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Ennis, TX

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride	Coagulation & Flocculation	600mg/L
Pencco 3012	Coagulation & Flocculation	600mg/L

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Chloride	Corrosion Control	500mg/L
	Coagulation & Flocculation	
Pencco 0210	Corrosion Control	500mg/L
	Coagulation & Flocculation	

Ferrous Sulfate[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Sulfate	Coagulation & Flocculation	150mg/L
GreenIron	Coagulation & Flocculation	150mg/L
SafeIron	Coagulation & Flocculation	150mg/L

[1] Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Hydrofluosilicic Acid

Trade Designation	Product Function	Max Use
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Sealy, TX

Ammonium Sulfate

Trade Designation	Product Function	Max Use
Ammonium Sulfate	Chloramination	55mg/L

Blended Coagulation Chemicals

Trade Designation	Product Function	Max Use
COAGteC PFS	Coagulation & Flocculation	200mg/L

Ferric Sulfate

Trade Designation	Product Function	Max Use
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Penn 3202	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

Trade Designation	Product Function	Max Use
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Number of matching Manufacturers is 1

Number of matching Products is 75

Processing time was 0 seconds



Technical Data

Hydrofluorosilicic Acid

Product Name: Hydrofluorosilicic Acid
Alternate Names: Fluorosilicic Acid, HFSA
25% H_2SiF_6
Industrial Grade

Chemical Analysis	Typical	Guarantee
H_2SiF_6	23.0-26.0 %	23.0
H_2SiF_6 , as F	18.2-20.6 %	
Heavy Metals	< 0.02 %	
Phosphates, as P_2O_5	0.2 %	
Lead, as Pb	1.0 ppm	
Iron, as Fe_2O_3	70 ppm	
Iodide, as I	16 ppm	
Arsenic, as As	6.0 ppm	

This product is NSF Certified to ANSI Standard 60.

Maximum dosage for potable water treatment is 5 mg/L.

Physical Data	
Appearance	Water white to straw yellow
Weight, g/mol	144.09
Weight, lbs/gal	10.3
Specific Gravity	1.23



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

BOARD OF DIRECTORS MEETING

Prior notice was waived, and a meeting of the Directors was held on February 20, 2025. The following resolution was adopted in respects to the official signing of bids and contracts on behalf of Pencco, Inc.

BE IT RESOLVED that Sarah Duffy, Bid Director, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

BE IT RESOLVED that Jennifer Guajardo, Bid Supervisor, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary, and the meeting was concluded.


R. L. Horne, President


Aline Horne, Secretary



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

AFFIDAVIT OF COMPLIANCE

This is to certify that the Hydrofluorosilicic Acid supplied by our company meets AWWA Standard B703-19 or the latest revision and is certified to NSF/ANSI Standard NSF-60.

A handwritten signature in black ink, appearing to read "R L Horne", written over a horizontal line.

Signature

R. L. Horne, President

Name and Title of Official

4/25/2023

Date



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 27, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=pencco&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

PENCCO, Inc.
831 Bartlett Road
Sealy, TX 77474
United States
800-864-1742
979-885-0005
Visit this company's website
(<http://www.pencco.com>)

Facility : Distribution Center - Gadsden, AL

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Corcoran, CA**Ammonium Sulfate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate	Chloramination	40mg/L

Facility : Distribution Center - Stockton, CA**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride	Coagulation & Flocculation	600mg/L

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Vernon, CA**Ferric Chloride**

Trade Designation

Ferric Chloride

Product Function

Coagulation & Flocculation

Max Use

600mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

Product Function

Coagulation & Flocculation

Max Use

500mg/L

Facility : Distribution Center - Willow Springs, IL**Hydrofluosilicic Acid****Trade Designation**

Fluorosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Fluosilicic Acid

Fluoridation

5mg/L

Hydrofluosilicic Acid

Fluoridation

5mg/L

Facility : Distribution Center - Whippany, NJ**Hydrofluosilicic Acid****Trade Designation**

Hydrofluosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Facility : Middlesex, NC**Ammonium Sulfate****Trade Designation**

Ammonium Sulfate

Product Function

Chloramination

Max Use

55mg/L

LAS

Chloramination

55mg/L

Liquid Ammonium Sulfate

Chloramination

55mg/L

Blended Coagulation Chemicals**Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Sulfate

Trade Designation

50% Ferric Sulfate
 60% Ferric Sulfate
 Ferric Sulfate
 Penn 3202
 Poly Ferric Sulfate

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

650mg/L
 650mg/L
 650mg/L
 650mg/L
 650mg/L

Hydrofluosilicic Acid**Trade Designation**

Fluorosilicic Acid
 Fluosilicic Acid
 Hydrofluorosilicic Acid
 Hydrofluosilicic Acid

Product Function

Fluoridation
 Fluoridation
 Fluoridation
 Fluoridation

Max Use

5mg/L
 5mg/L
 5mg/L
 5mg/L

Facility : Distribution Center - Bardwell, TX**Blended Coagulation Chemicals****Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Chloride**Trade Designation**

Ferric Chloride
 Pencco 3012

Product Function

Coagulation & Flocculation
 Coagulation & Flocculation

Max Use

600mg/L
 600mg/L

Ferric Sulfate**Trade Designation**

Ferric Sulfate Solution

Product Function

Coagulation & Flocculation

Max Use

650mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

 Pencco 0210

Product Function

Corrosion Control
 Coagulation & Flocculation
 Corrosion Control
 Coagulation & Flocculation

Max Use

500mg/L

 500mg/L

Hydrofluosilicic Acid**Trade Designation****Product Function****Max Use**

Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Ennis, TX

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride	Coagulation & Flocculation	600mg/L
Pencco 3012	Coagulation & Flocculation	600mg/L

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Chloride	Corrosion Control	500mg/L
	Coagulation & Flocculation	
Pencco 0210	Corrosion Control	500mg/L
	Coagulation & Flocculation	

Ferrous Sulfate[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Sulfate	Coagulation & Flocculation	150mg/L
GreenIron	Coagulation & Flocculation	150mg/L
SafeIron	Coagulation & Flocculation	150mg/L

[1] Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Hydrofluosilicic Acid

Trade Designation

Fluorosilicic Acid
Fluosilicic Acid
Hydrofluorosilicic Acid
Hydrofluosilicic Acid

Product Function

Fluoridation
Fluoridation
Fluoridation
Fluoridation

Max Use

5mg/L
5mg/L
5mg/L
5mg/L

Facility : Sealy, TX**Ammonium Sulfate****Trade Designation**

Ammonium Sulfate

Product Function

Chloramination

Max Use

55mg/L

Blended Coagulation Chemicals**Trade Designation**

COAGteC PFS

Product Function

Coagulation & Flocculation

Max Use

200mg/L

Ferric Sulfate**Trade Designation**

50% Ferric Sulfate
60% Ferric Sulfate
Ferric Sulfate
Ferric Sulfate Solution
Penn 3202
Poly Ferric Sulfate

Product Function

Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation

Max Use

650mg/L
650mg/L
650mg/L
650mg/L
650mg/L
650mg/L

Hydrofluosilicic Acid**Trade Designation**

Fluorosilicic Acid
Fluosilicic Acid
Hydrofluosilicic Acid

Product Function

Fluoridation
Fluoridation
Fluoridation

Max Use

5mg/L
5mg/L
5mg/L

Number of matching Manufacturers is 1

Number of matching Products is 75

Processing time was 0 seconds



Technical Data

Hydrofluorosilicic Acid

Product Name: Hydrofluorosilicic Acid
Alternate Names: Fluorosilicic Acid, HFSA
25% H_2SiF_6
Industrial Grade

Chemical Analysis	Typical	Guarantee
H_2SiF_6	23.0-26.0 %	23.0
H_2SiF_6 , as F	18.2-20.6 %	
Heavy Metals	< 0.02 %	
Phosphates, as P_2O_5	0.2 %	
Lead, as Pb	1.0 ppm	
Iron, as Fe_2O_3	70 ppm	
Iodide, as I	16 ppm	
Arsenic, as As	6.0 ppm	

This product is NSF Certified to ANSI Standard 60.

Maximum dosage for potable water treatment is 5 mg/L.

Physical Data	
Appearance	Water white to straw yellow
Weight, g/mol	144.09
Weight, lbs/gal	10.3
Specific Gravity	1.23

Univar Solutions USA LLC
8201 S. 212th
Kent, WA 98032-1994
USA

T 206-653-5075
www.univarsolutions.com



October 20, 2025

City of Lawton
Attn: City Clerk, Buyer
2nd Floor Conference Room
212 SW 9th Street
Lawton OK 73501

ORIGINAL

RE: CL26-008 Fluorosilicic Acid

Dear City Clerk,

Univar USA Inc. is pleased to offer a price quote on your Bid due Wednesday, October 29, 2025 at 2:00 P.M., and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Roise Holiday

Sr. Municipal Specialist
Central Region
Univar Solutions USA LLC
Muniteam-east@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.



CITY OF LAWTON

FINANCE DEPARTMENT

October 9, 2025

Interested Vendor:

SUBJECT: Special Instructions for Submission of Bid Packet

If you desire to submit a bid for **CL26-008 Fluorosilicic Acid**, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments in Excess of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications
- Price Sheet
- W-9 Form

You must include the following items in your bid submission, or your bid shall not be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized.**
- Affidavit For Payments in Excess Of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized.**
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- W-9 Form, **original properly signed.**

Please submit two (2) copies of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. Please submit any questions regarding specific information of the bid to BidSync: www.bidsync.com/bidsync-cas/. If any of the requested items are missing or if you have questions about the bid packet, email Jose Cardenas, Contract Administrator at jose.cardenas@lawtonok.gov.

Sincerely,

Jose Cardenas
Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Jose.Cardenas@lawtonok.gov</u> QUESTIONS REGARDING BID: <u>www.bidsync.com/bidsync-cas/</u>	
Date Bid Typed:	Dates Bid Advertised:	No Bids Received After: 2 : 00pm	
Contract Number and Title:		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Univar Solutions USA LLC Roise Holiday, 206-653-5075 roise.holidayhenry@univarsolutions.com		Reason for No Bid: n/a	
Mailing Address: 12720 E US Hwy 92 trl: 427 Dover FL 33527		Terms: 30 day net	
City:	State:	Zip:	Delivery:
206-653-5075			5 business days
Area Code and Phone Number: 206-653-5075		Email Address: Roise.HolidayHenry@univarsolutions.com	
Federal Employer Identification Number or Social Security Number 91-1347935			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF

Florida

COUNTY OF

Hillsborough

Roise Holiday

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.

Roise Holiday

SIGNATURE OF AUTHORIZED AGENT

Roise Holiday, Municipal Bid Specialist

PRINT/TYPE NAME/TITLE

Firm: _____

Address: _____

(City, State, Zip)

Phone: _____

Subscribed & sworn before me this 17th day of October, 2025

Shelley Sue Riggle

Notary Public

My Commission expires: 08-18-2028

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/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 bid opening date. 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 Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

- 7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and 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, or minor specification deviation when considered to be in the best interest of the City.
- 9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
- 10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
- 11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
- 12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids 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 bid 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 bidder/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 or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications 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. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). 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 the 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 bidder/vendor until accepted by the ordering agency. The bidder/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 Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/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 supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor 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 invitation to bid 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, institutions and all employees of the aforementioned, 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 contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
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 on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. 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:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - 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:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/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, 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 bidder/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' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid 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 bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/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 the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid 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 bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, 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 awarding of the contract:
 - a. **General Liability:** The bidder/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 bidder/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 claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/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 showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications 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 specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/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 specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

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

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, 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 bidder/vendor prior to submission of his bid 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 bidder/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:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/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 bidder/vendor shall take affirmative action to insure 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 bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
- 38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
- 39. **ADVERTISING:** In submitting a proposal, bidder/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 this contract 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 bidder/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 bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
- 41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
- 42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for 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. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.
45. **COMPANIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES:** Contractor verifies that it does not have practice, policy, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and provided in the Title 21 Section 1289.31 of the Oklahoma Statutes.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Florida
COUNTY OF Hillsborough SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Univar Solutions USA LLC
Business Name / Contractor Name

Boise Holiday
Signed
Print: Boise Holiday

Attested to before me this 17th day of October 2025

Shelley Sue Riggle
Notary Public

My Commission Expires August 18 2028

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028



CITY OF LAWTON

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL26-008 Fluorosilicic Acid

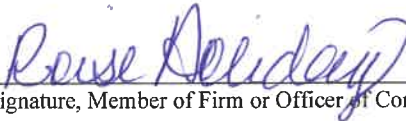
Contract Number

Univar Solutions USA LLC

Name of Contractor (Print)

10/20/2025

Date



Signature, Member of Firm or Officer of Corporation

Sr. Municipal Bid Specialist

Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-124

SPECIFICATION TITLE: Fluorosilicic Acid

APPROVAL DATE: 10-15-04

DELIVERY: **City of Lawton Water Treatment Plant**
 S. Lake Drive & Water Street
 Medicine Park OK 73557
 &
 City of Lawton Southeast Water Treatment Plant
 4596 SE 15th Street
 Lawton OK 73501

- a. Item(s) shall be delivered, FOB, to the address shown above.
- b. Item(s) shall be delivered between the hours of 8 am and 5 pm, Monday thru Friday unless otherwise agreed upon.

WARRANTY: N/A

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

DESCRIPTION:

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Fluorosilicic Acid		
a	Approximately 41,000 lbs or approximately 4000 gallons per shipment per plant	X	
b	Assay, (H ₂ SiF ₆), 23% minimum	X	
c	Fluorine (F), 18.2% minimum	X	
d	Heavy Metals, as Lead (Pb), .02% maximum	X	
e	Hydrofluoric Acid (HF), less than 1.00%	x	
f	NSF certified for use in potable water	X	
g	Complies with all applicable requirements of the AWWA B703 std., latest revision	X	

**SPECIFICATION
FLUOROSILICIC ACID
(cont)**

Vendor to state delivery time after placement of order. This information will be used as part of the criteria in bid evaluation.

Vendor must supply security information at least twenty-four (24) hours prior to delivery, ie; drivers name, license number and photo. Vendor must supply trailer number and have seals on all openings.

Vendor must supply certified weight and product analysis on each delivery.

Bid Number: CL 26-008

Bid Title: Fluorosilicic Acid

Vendor Name: Univar Solutions USA LLC

(please complete above information)

Price Bid
(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Fluorosilicic Acid (Bulk Delivery) price for 1 yr guarantee	100,000	Lbs	\$0.32/lb
				Assay Basis
	As per specification			

Brand Bid: Univar/Nutrien

Model Bid: 16141271, Fluorosilicic Acid

Bulk Deliveries will be delivered to:

City of Lawton, Water Treatment Plant
82 E. Lake Drive
Medicine Park, OK 73557
580-529.2703

Questions regarding the attached specifications should be posted onto Bidsync at
www.bidsync.com/bidsync-cas/.

Contact: Carl Gray at 580.580-2703 or carl.gray@lawtonok.gov.

Notes:

1. As per accompanying Specifications.
2. This is a requirements contract.
3. There are no insurance or bond requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.

Univar Solutions USA Inc.
3320 S. Council Road
Oklahoma City, OK 73179

T 405-745-2376
F 405-745-4934

www.univarsolutions.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm (CST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency phone – 24-hour response: Answering Service 405-745-2376

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: 405-745-2376
Office Fax: 405-745-4934

Customer Service/ Order Desk custSolmid-Central@univarsolutions.com

Bryan Arens - Branch Operations Manager bryan.arnes@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Roise Holiday
12720 E. US Hwy 92
Trl: 427
Dover, FL 33527
Muniteam-east@univarsolutions.com

Contacts:

Roise Holiday
Municipal Specialist
Phone: 206-653-5075
Roise.holidayhenry@univarsolutions.com

Shawnasey McCarthy
Municipal Specialist Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
Shawnasey.McCarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information – Invoice number

Standard Payment Terms:

Net 30 days



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2025

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
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX** (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Univar Solutions USA LLC
3075 Highland Parkway Suite 200
Downer's Grove IL 60515 USA

INSURER A: ACE American Insurance Company 22667
INSURER B: ACE Fire Underwriters Insurance Co. 20702
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 570112914239**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			XSLG48983340 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISA H11357362 Commercial Auto	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION ☐						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLRC72794515 AOS SCFC72794527 WI	06/01/2025	06/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

General Liability policy Univar Solutions USA LLC is included as Additional Insured in accordance with the policy provisions of the.

CERTIFICATE HOLDER

Univar Solutions USA LLC
3075 Highland Parkway Suite 200
Downer's Grove IL 60515 USA

CANCELLATION

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570112914239



Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC
POLICY NUMBER See Certificate Number: 570112914239		
CARRIER See Certificate Number: 570112914239	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



CERTIFICATE OF SECRETARY

I, Jumoke Onibokun, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA LLC, a Washington Limited Liability Company (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to \$2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager
Victoria Meakim - Municipal Specialist
Roise Holiday-Henry- Municipal Specialist
Jennifer Perras – Sr. Municipal Specialist
Shelley Riggle - Municipal Specialist
Stacy Ziegler- Municipal Specialist
Raven Claudio - Municipal Specialist
Ileana Caballero – Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Secretary of the Company this 4th day of January 2024.

DocuSigned by:

Jumoke Onibokun

F7B1477FB84E47D...

Jumoke Onibokun, Assistant Secretary

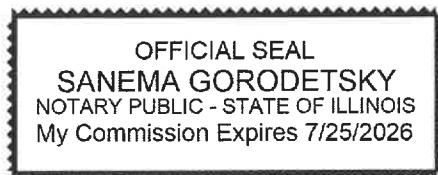
State of Illinois)

)

County of DuPage)

This Certificate of Secretary was signed and sworn before me on this 4th day of January 2024 by Jumoke Onibokun, Assistant Secretary of Univar Solutions USA LLC.

Seal



DocuSigned by:

Sanema Gorodetsky

EB3185C32E35401...

Sanema Gorodetsky

Notary Public

My commission expires July 25, 2026



Search Results

Current as of Monday, Oct 20, 2025 at 01:10 AM Eastern Time.
Always confirm this information by clicking [here](#) for the most accurate, up-to-date information.

Disclaimers

Additions shall not be made to this document without prior evaluation and acceptance by NSF.
The below content does not represent the complete listings related to this product. For complete listing details, refer to the full listing details page for each product.

The following search criteria have been applied to generate the search results:

Category = Water, Sub Category = Drinking Water Treatment Chemicals, Standard/Program = NSF/ANSI/CAN 60, Company = univar, Chemical Name = Fluorosilicic Acid

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Show results by: Products

Chemical Name	Trade Name	Function	Max Use	Company
Fluorosilicic Acid	Fluorosilicic Acid	Fluoridation	5 mg/L	Univar Solutions USA
Fluorosilicic Acid	Fluosilicic Acid	Fluoridation	5 mg/L	Univar Solutions USA
Fluorosilicic Acid	FSA	Fluoridation	5 mg/L	Univar Solutions USA
Fluorosilicic Acid	Hexafluorosilicic Acid	Fluoridation	5 mg/l	Univar Solutions USA
Fluorosilicic Acid	Hexafluorosilicic Acid	Fluoridation	5 mg/L	Univar Solutions USA
Fluorosilicic Acid	Hexafluosilicic Acid	Fluoridation	5 mg/L	Univar Solutions USA
Fluorosilicic Acid	HFS	Fluoridation	5 mg/L	Univar Solutions USA
Fluorosilicic Acid	Hydrofluorosilicic Acid	Fluoridation	5 ml/L	Univar Solutions USA
Fluorosilicic Acid	Hydrofluorosilicic Acid	Fluoridation	5 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Flucrosilicic Acid	Hydrofluosilicic Acid	Fluoridation	5 mg/L	Univar Solutions USA

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : HYDROFLUOSILICIC ACID SOLUTION

Recommended use of the chemical and restrictions on use

Recommended use : Reserved for industrial and professional use.
Restrictions on use : None known.

Manufacturer or supplier's details

Company : Univar Solutions USA
Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)

Emergency telephone number:

Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1
Acute toxicity (Oral) : Category 4
Acute toxicity (Dermal) : Category 3
Skin corrosion : Category 1
Serious eye damage : Category 1

GHS label elements

Hazard pictograms



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
H302 Harmful if swallowed.
H311 Toxic in contact with skin.
H314 Causes severe skin burns and eye damage.

Precautionary statements : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

Response:

P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.
P362 Take off contaminated clothing and wash before reuse.
P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.
P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
16961-83-4	Fluorosilicic Acid	20 - 25
7664-39-3	Hydrofluoric acid	0.1 - 1

Actual concentration is withheld as a trade secret
Any Concentration shown as a range is due to batch variation.

Synonyms : HFS; Fluorosilicic Acid; Hydrofluorosilicic Acid,

SECTION 4. FIRST AID MEASURES

- General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Symptoms of poisoning may appear several hours later.
Do not leave the victim unattended.
- If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.
- In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

In case of eye contact	Take victim immediately to hospital. If on skin, rinse well with water. If on clothes, remove clothes. Small amounts splashed into eyes can cause irreversible tissue damage and blindness. In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice. Continue rinsing eyes during transport to hospital. Remove contact lenses. Protect unharmed eye. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist.
If swallowed	Take victim immediately to hospital. Keep respiratory tract clear. Do not induce vomiting without medical advice. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	Carbon dioxide (CO₂) Foam Dry powder Water mist
Unsuitable extinguishing media	High volume water jet
Specific hazards during fire-fighting	Do not allow run-off from fire fighting to enter drains or water courses.
Hazardous combustion products	No hazardous combustion products are known
Further information	Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for firefighters	Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	Use personal protective equipment.
Environmental precautions	Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for	Neutralize with chalk, alkali solution or ammonia.

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion : Normal measures for preventive fire protection.

Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage : Prevent unauthorized access.
Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Materials to avoid : Do not store near acids.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
7664-39-3	Hydrofluoric acid	TWA	0.5 ppm (Fluorine)	ACGIH
		C	2 ppm (Fluorine)	ACGIH
		TWA	3 ppm 2.5 mg/m3	NIOSH REL
		C	6 ppm 5 mg/m3	NIOSH REL
		TWA	3 ppm	OSHA Z-2
		TWA	3 ppm (Fluorine)	OSHA P0
		STEL	6 ppm (Fluorine)	OSHA P0
		TWA	0.5 ppm (Fluorine)	ACGIH
		C	2 ppm (Fluorine)	ACGIH
		TWA	3 ppm	OSHA P0

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

			(Fluorine)	
		STEL	6 ppm (Fluorine)	OSHA P0
		PEL	0.4 ppm 0.33 mg/m3 (Fluorine)	CAL PEL
		STEL	1 ppm 0.83 mg/m3 (Fluorine)	CAL PEL

Personal protective equipment

Respiratory protection

- General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

Remarks

- The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection

- Eye wash bottle with pure water
Tightly fitting safety goggles
Wear face-shield and protective suit for abnormal processing problems.

Skin and body protection

- Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures

- Avoid contact with skin, eyes and clothing.
When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and immediately after handling the product.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: Clear, colorless, Straw color
Odour	: pungent
Odour Threshold	: No data available
pH	: 1 - 2
Freezing Point (Melting point/freezing point)	: -20 °C (-4 °F)
Boiling Point (Initial boiling point and boiling range)	: 136 - 163 °C (277 - 325 °F)
Flash point	: does not flash
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.2 @ 25 °C (77 °F) Reference substance: (water = 1)
Density	: 10.17 lb/gal @ 20 °C (68 °F)
Solubility(ies)	
Water solubility	: Miscible
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: Keep away from heat, flame, sparks and other ignition sources.
Incompatible materials	: glass Strong oxidizing agents

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Product:

Acute oral toxicity	: Acute toxicity estimate: 500.1 mg/kg
Acute inhalation toxicity	: Acute toxicity estimate: 50.01 mg/l Exposure time: 4 h Test atmosphere: vapour
Acute dermal toxicity	: Acute toxicity estimate: 500.05 mg/kg

Components:

7664-39-3:

Acute oral toxicity	: Assessment: The component/mixture is highly toxic after single ingestion. Remarks: No data available
---------------------	---

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

Acute inhalation toxicity : LC50 (Rat): 1610 ppm
Assessment: The component/mixture is highly toxic after short term inhalation.

Acute dermal toxicity : Assessment: The component/mixture is extremely toxic after single contact with skin.
Remarks: No data available

Skin corrosion/irritation

Product:

Remarks: Extremely corrosive and destructive to tissue.

Components:

16961-83-4:

Species: Rat

Result: Causes burns.

7664-39-3:

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation

Product:

Remarks: May cause irreversible eye damage.

Components:

7664-39-3:

Species: Rabbit

Result: Risk of serious damage to eyes.

Germ cell mutagenicity

Components:

7664-39-3:

Genotoxicity in vitro

: Test Type: Ames test
Species: Salmonella typhimurium
Result: negative

Genotoxicity in vivo

: Test Type: In vivo micronucleus test
Species: Mouse
Result: negative

Germ cell mutagenicity -
Assessment

: Tests on bacterial or mammalian cell cultures did not show mutagenic effects.

Carcinogenicity

Components:

7664-39-3:

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

Species: Rat
NOAEL: 25 mg/kg bw/day

Carcinogenicity - Assessment
IARC

: Not classifiable as a human carcinogen.

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity

Components:

7664-39-3:

Reproductive toxicity - Assessment

Fertility classification not possible from current data.

Teratogenicity - Assessment

: Embryotoxicity classification not possible from current data.

Further information

Product:

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Components:

7664-39-3:

Toxicity to fish

: Remarks: No data available

Toxicity to daphnia and other aquatic invertebrates

: EC50 (Daphnia magna (Water flea)): 97 mg/l
Exposure time: 48 h

Toxicity to algae

: Remarks: No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Safety Data Sheet
HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

Mobility in soil

No data available

Other adverse effects**Product:**

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION**DOT (Department of Transportation):**

UN1778, Fluorosilicic acid, 8, II

IATA (International Air Transport Association):

UN1778, Fluorosilicic acid, 8, II

IMDG (International Maritime Dangerous Goods):

UN1778, FLUOROSILICIC ACID, 8, II

SECTION 15. REGULATORY INFORMATION**EPCRA - Emergency Planning and Community Right-to-Know Act****CERCLA Reportable Quantity**

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Hydrofluoric acid	7664-39-3	100	10001
Hydrochloric acid	7647-01-0	5000	*

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 304 Extremely Hazardous Substances Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Hydrofluoric acid	7664-39-3	100	10001
Hydrochloric acid	7647-01-0	5000	*

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 311/312 Hazards : Corrosive to metals
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

7647-01-0 Hydrochloric acid

7664-39-3 Hydrofluoric acid

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

7647-01-0 Hydrochloric acid

7664-39-3 Hydrofluoric acid

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

16961-83-4 Fluorosilicic Acid

7647-01-0 Hydrochloric acid

7664-39-3 Hydrofluoric acid

Pennsylvania Right To Know

7732-18-5 Water

16961-83-4 Fluorosilicic Acid

7647-01-0 Hydrochloric acid

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

7664-39-3

Hydrofluoric acid

California Prop 65

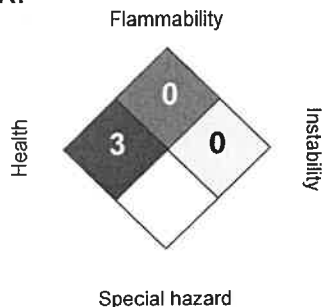
: This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA	: On TSCA Inventory
DSL	: All components of this product are on the Canadian DSL
AICS	: On the inventory, or in compliance with the inventory
NZIoC	: On the inventory, or in compliance with the inventory
ENCS	: On the inventory, or in compliance with the inventory
KECI	: On the inventory, or in compliance with the inventory
PICCS	: On the inventory, or in compliance with the inventory
IECSC	: On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3/
FLAMMABILITY	0
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date

: 11/13/2023

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

Material number:

16166001, 16176538, 16170213, 16171091, 16145665, 16144609, 16151122, 16148601, 16159674, 16166531, 16141271, 16148010, 16145666, 16143932, 16147890, 16140484

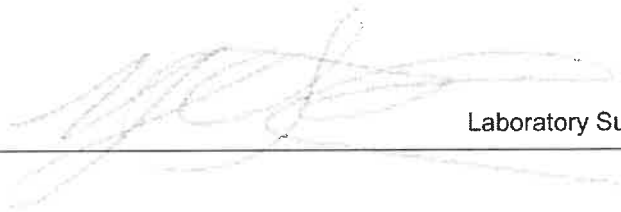
Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		



PCS SALES (USA) INC.

Certificate Of Analysis

SWIFT CREEK Division - Florida, USA

Shipment Number: 9371745-1	Car Number: SHPX209328	Train Number:	Date Shipped: 09 Sep 2025																																	
Sold To: UNIVAR SOLUTIONS USA, INC. ACCOUNTS PAYABLE 6000 PARKWOOD PLACE DUBLIN, OH 43016		Ship To: BUCKEYE TRANSFER LLC 41738 ESTERLY DRIVE COLUMBIANA, OH 44408																																		
Sold To PO: 4527783072		Ship To PO: 4622015243																																		
Product: HFSA		Quantity: 96.150 ST																																		
Product Description: 23 PCT FLUOSILICIC ACID (HFSA)		Gross Weight: 252800 Tare Weight: 60500 Net Weight: 192300 LB																																		
<table><thead><tr><th>Analytical</th><th>Value</th><th>Units</th></tr></thead><tbody><tr><td>H2SIF6</td><td>23.9276</td><td>%</td></tr><tr><td>APHA COLOR</td><td>36.0000</td><td>apha</td></tr><tr><td>AS</td><td>39.1000</td><td>ppm</td></tr><tr><td>HF</td><td>0.5865</td><td>%</td></tr><tr><td>AS</td><td>38.3000</td><td>ppm</td></tr><tr><td>PB</td><td>0.8000</td><td>ppm</td></tr><tr><td>SOLIDS</td><td>PASS</td><td></td></tr><tr><td>SP.GR.</td><td>1.2250</td><td></td></tr><tr><td>TEMP</td><td>71.0000</td><td>F</td></tr><tr><td>P205</td><td>0.0100</td><td>%</td></tr></tbody></table>				Analytical	Value	Units	H2SIF6	23.9276	%	APHA COLOR	36.0000	apha	AS	39.1000	ppm	HF	0.5865	%	AS	38.3000	ppm	PB	0.8000	ppm	SOLIDS	PASS		SP.GR.	1.2250		TEMP	71.0000	F	P205	0.0100	%
Analytical	Value	Units																																		
H2SIF6	23.9276	%																																		
APHA COLOR	36.0000	apha																																		
AS	39.1000	ppm																																		
HF	0.5865	%																																		
AS	38.3000	ppm																																		
PB	0.8000	ppm																																		
SOLIDS	PASS																																			
SP.GR.	1.2250																																			
TEMP	71.0000	F																																		
P205	0.0100	%																																		
 Certified to NSF/ANSI/CAN 60  Laboratory Supervisor																																				
Remarks:																																				

Bid Number: CL 26-008

Bid Title: Fluorosilicic Acid

Vendor Name: _____
(please complete above information)

Price Bid
(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Fluorosilicic Acid (Bulk Delivery) price for 1 yr guarantee	100,000	Lbs	
				Assay Basis
	As per specification			

Brand Bid: _____ **Model Bid:** _____

Bulk Deliveries will be delivered to: City of Lawton, Water Treatment Plant 82 E. Lake Drive Medicine Park, OK 73557 580-529.2703
--

**Questions regarding the attached specifications should be posted onto Bidsync at
www.bidsync.com/bidsync-cas/.**

Contact: Carl Gray at 580.580-2703 or carl.gray@lawtonok.gov.

Notes:

1. As per accompanying Specifications.
2. This is a requirements contract.
3. There are no insurance or bond requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.



CITY OF LAWTON

FINANCE DEPARTMENT

TO: RustyWhisenhunt, Director of Public Utilities

FROM: Jose Cardenas, Contract Administrator

SUBJECT: Contract Expiration Notification

DATE: October 06, 2025

Contract Name: **Fluorosilicic Acid**

Contract Number: **CL23-008**

The above contract can no longer be extended. This contract will expire on **February 29, 2029**. You are asked to review the contract and make a recommendation on what action should be taken. Please provide your response as soon as possible or before **October 30, 2025**.

Current vendors: Univar Solutions USA, Inc.

If you decide that the contract is still necessary, action must be taken to rebid this contract. You will need to submit your department recommendation memo, gold sheet, and the specifications and price sheet. If you determine that the contract is no longer necessary, we must notify the vendor of your decision.

Please provide detailed written response to this letter.

The point of contact for this item is jose.cardenas@lawtonok.gov

Jose Cardenas

Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328
WWW.LAWTONOK.GOV

X REQUEST FOR BIDS
(FOR PURCHASES OVER \$50,000)
REQUEST FOR PROPOSALS

TO: Financial Services

DATE: 10/6/2025

FROM: Public Utilities (DEPARTMENT)

SEWTP/MPWTP (DIVISION)

Carl Gray (POINT OF CONTACT)

1. ITEM DESCRIPTION: Fluorosilicic Acid

2. BUDGETED:

Yes ☒ Amount Budgeted \$80,000 Account Number 7006509-51015 and 7006510-51015

No ☐ Estimated Amount Attach Copy of Approved Transfer Request

3. TYPE OF CONTRACT:

☐ One-time Purchase (Attach copy of the requisition)

☒ Requirements Contract

4. PREVIOUSLY APPROVED SPECIFICATIONS:

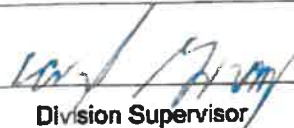
☒ Yes Specifications Number & Date Approved: M-124 10/15/04

☐ No Attach a copy of detailed specification for item in correct format. Liquid Ammonium Sulfate (Tech Grade)

5. KNOWN SOURCES OF SUPPLY: (Include all sources which have bid on similar items within the preceding three (3) years.)

FIRM:	PHONE:	ADDRESS:
Chemtrade Chemical, Inc. sales@chemtradelogistics.com	800-631-8050	90 East Halsey Road Parsippany, NJ 07054
WaterTech (Darrell Rose) wtmbids@watertechinc.net		PO Box 1245 McAlester, OK 745023
Brenntag SW Inc. (Jim Delozier) jdelozier@brenntag.com		RT 2 Box 352-200 Nowata, OK 740484
Chameleon Industries (Chino Garza) chino@chameleonindustriesinc.com	972-880-1493	PO Box 853027 Mesquite TX 75185-3027
Harcros Chemical, Inc. (Lee Haff) lhaff@harcros.com		3909 S Meridian Ave. Oklahoma City, OK 73119
Hawkins (Curtis Fleming) curtis.fleming@hawkinsinc.com		5454 S 108 th E Ave Tulsa, OK 74146
Pencco (Sarah) sarah@pencco.com	979-987-7979	PO Box 600 San Felipe, TX 77473
TR International Trading Co. (Karen Wheaton) info@trichemicals.com	206-505-3500	22817 102 nd Pl Edmonds, WA 98020
Univar Solutions USA Inc. (Roise Holiday) roise.holidayhenry@univarsolutions.com	253-872-5068	8201 S 212 th St. Kent, WA 98032
Gaschem International LLC	Pemberton Crescent Dr. Houston, TX 77025	713-900-5046 9509 charu@gaschem.com

6. COMMENTS:


Division Supervisor


Department Director

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-124

SPECIFICATION TITLE: Fluorosilicic Acid

APPROVAL DATE: 10-15-04

DELIVERY: **City of Lawton Water Treatment Plant**
 S. Lake Drive & Water Street
 Medicine Park OK 73557
 &
 City of Lawton Southeast Water Treatment Plant
 4596 SE 15th Street
 Lawton OK 73501

- a. Item(s) shall be delivered, FOB, to the address shown above.
- b. Item(s) shall be delivered between the hours of 8 am and 5 pm, Monday thru Friday unless otherwise agreed upon.

WARRANTY: N/A

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

DESCRIPTION:

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Fluorosilicic Acid		
a	Approximately 41,000 lbs or approximately 4000 gallons per shipment per plant		
b	Assay, (H ₂ Sif ₆), 23% minimum		
c	Fluorine (F), 18.2% minimum		
d	Heavy Metals, as Lead (Pb), .02% maximum		
e	Hydrofluoric Acid (HF), less than 1.00%		
f	NSF certified for use in potable water		
g	Complies with all applicable requirements of the AWWA B703 std., latest revision		

**SPECIFICATION
FLUOROSILICIC ACID
(cont)**

Vendor to state delivery time after placement of order. This information will be used as part of the criteria in bid evaluation.

Vendor must supply security information at least twenty-four (24) hours prior to delivery, ie; drivers name, license number and photo. Vendor must supply trailer number and have seals on all openings.

Vendor must supply certified weight and product analysis on each delivery.

Item Title:

Consider awarding contract (CL26-009) Sodium Hydroxide to Petra Chemical Company, LLC.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

The City of Lawton solicited bids for contract (CL26-009) Sodium Hydroxide. Bid packets were mailed to six (7) prospective vendors. One (1) bids and one (1) no bid were received. After reviewing the bids for (CL26-009) Sodium Hydroxide it is the department recommendation that the contract be awarded to Petra Chemical Company, LLC. of Tx. Petra Chemical Company, LLC. was the best and lowest bidder and met all specifications.

Correlation to the True North Statement:

Awarding Contract CL26-009 for Sodium Hydroxide to Petra Chemical Company, LLC of Texas supports the City of Lawton's True North Statement by ensuring the continued delivery of safe, clean, and reliable drinking water to our citizens. Sodium Hydroxide is an essential chemical used in the water treatment process to control pH levels and maintain compliance with all state and federal water quality standards. The City issued bid packets to seven prospective vendors, resulting in one responsive bid and one no-bid submission. After a thorough review, Petra Chemical Company, LLC was determined to be the lowest and best bidder meeting all contract specifications. The department's recommendation demonstrates transparency, due diligence, and fiscal responsibility in the stewardship of public funds. This action reflects the City's True North Culture by prioritizing public health, accountability, and excellence in service — ensuring the citizens of Lawton continue to receive clean and safe water in support of a thriving community.

Exhibit:

PDF Document with all contracting documents for review

Key Issues:

Does the City of Lawton wish to award contract (CL26-009) Sodium Hydroxide to Petra Chemical Company, LLC. 2929 Storey Lane, Dallas, TX. 75228?

Funding Source:

Medicine Park and Southeast Water Treatment Plants' Chemical Accounts (7006509-51015 and 7006510-51015).

Recommended Action:

Award contract (CL26-009) Sodium Hydroxide to Petra Chemical Company, LLC. 2929 Storey Lane, Dallas, TX. 75228, in the estimated amount of \$1,244,000 annually.

ATTACHMENTS:

1. CL26-009 CivcPlusUpload

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL26-009 Sodium Hydroxide

CITY COUNCIL AUTHORIZATION:

Date Authorized: 11/11/2025

Legistar File ID: 2025-1465

DOCUMENTS REVIEWED AS TO:

Content:	 Contract Administrator	<u>11/3/2025</u>
Content:	 Finance Director	<u>11/3/2025</u>
Forms:	City Attorney	

COMMENTS:

New Contract

Contract: CL26-009 Sodium Hydroxide
Vendor(s): Petra Chemical Company, LLC.

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20_____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

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

City Attorney



City of Lawton

Department of Public Utilities

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

To: Jose Cardenas, Contract Administrator – Financial Services
From:  Carl Gray, Water Plants Superintendent
Thru: Rusty Whisenhunt, Director of Public Utilities 
Subject: CL26-009 Sodium Hydroxide
Date: October 31, 2025

After reviewing the bids, it is recommended to award the contract for CL26-009 Sodium Hydroxide to Petra Chemical Company, LLC. Petra Chemical, LLC. meets all requirements and contract increases are minimal. Contract expenditures are expected to be greater than \$75,000 per year.

Funds are available in the Medicine Park Water Treatment Plant and the Southeast Water Treatment Plant Division's Chemical Accounts (7006509-51015) and (7006510-51015).

If you have any questions regarding this information, please contact me.



CITY OF LAWTON

FINANCE DEPARTMENT

MEMORANDUM

To: Willie Whisenhunt, Director of Public Utilities
Thru: Carl Gray, Water Plant Supervisor
From: Jose Cardenas, Contract Administrator
Subject: **CL26-009 Sodium Hydroxide**

Enclosed please find the bids for CL26-009 Sodium Hydroxide following the bid opening on Wednesday, October 29, 2025.

Please review the bids and send us your vendor recommendation for this contract. Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Jose A. Cardenas", is written over a horizontal line.

Jose Cardenas

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

ABSTRACT OF BIDS

IFB/RFP Number CL26-009		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number <u>2</u>				
Signature: 		Date Opened: 10/29/2025		Univar Solutions USA Inc. Roise Holiday 8201 S 212th St Kent, WA 98032 253-872-5000 rosie.holiday@univarsolutions.com		Petra Chemical Company, LLC Jeremy Dutcher 2929 Storey Lane Dallas, TX 75228 972-224-1469 jdutcher@pvschemicals.com		Brenntag Southwest, Inc. Gayle Tullier 704 E. Wintergreen Rd. Lancaster, TX 75134 972-218-3500 gayle.tullier@brenntag.com		Pencco Jennifer Guarjardo ATTN: Jennifer Guarjardo PO Box 600, San Felipe, TX 77473 979-385-0005 jguarado@pencco.com		
Contract Administrator Jose Cardenas		Number of ADDENDA Issued None		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A		
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:		As required N/A N/A N/A		As required Yes Yes N/A		As required Yes Yes N/A		As required Yes Yes N/A		As required Yes Yes N/A		
Item No.	Description of Bid Item	Est. Qty	Unit	Unit	Price	Amount / Remarks	Unit	Price	Amount / Remarks	Unit	Price	Amount / Remarks
1	Sodium Hydroxide	4.2 M	wet pounds	\$ 0.2115	\$ 0.2115	LB	\$ 0.1890	\$ 0.1890	LB	\$ 0.2445	\$ 0.2445	LB
3	a. 50% solution price for 365 day guarantee		wet pounds	\$ 0.2115	\$ 0.2115	LB	\$ 0.1890	\$ 0.1890	LB	\$ 0.2445	\$ 0.2445	LB
4	b. 50% solution price for 180 day guarantee		wet pounds	\$ 0.2115	\$ 0.2115	LB	\$ 0.1890	\$ 0.1890	LB	\$ 0.2445	\$ 0.2445	LB
	25% solution (Bulk Delivery) Price annual		wet pounds	\$ 0.1242	\$ 0.1242	LB	\$ 0.1137	\$ 0.1137	LB	\$ 0.1808	\$ 0.1808	LB

Univar Solutions USA LLC
8201 S. 212th
Kent, WA 98032-1994
USA

T 206-653-5075
www.univarsolutions.com



October 21, 2025

City of Lawton
Attn: Purchasing
212 SW 9th Street
Lawton OK 73501
3rd Floor Conference Room

RE: CL26-009, Sodium Hydroxide

Dear Purchasing,

Univar USA Inc. is pleased to offer a price quote on your Bid due Wednesday, October 29, 2025 at 2:00 P.M., and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Roise Holiday

Sr. Municipal Specialist
Central Region
Univar Solutions USA LLC
Muniteam-east@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.



CITY OF LAWTON

FINANCE DEPARTMENT

October 09, 2025

Interested Vendor:

SUBJECT: **Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for **CL26-009 SODIUM HYDROXIDE**, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications
- Price Sheet
- W-9 Form

You must include the following items in your bid submission, or your bid shall not be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized.**
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized.**
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- W-9 Form, **original, properly signed.**

Please submit two (2) copies of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. Please submit any questions regarding specific information of the bid to BidSync: www.bidsync.com/bidsync-cas/. If any of the requested items are missing or if you have questions about the bid packet, email Jose Cardenas, Contract Administrator at jose.cardenas@lawtonok.gov.

Sincerely,

Jose Cardenas
Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Jose.Cardenas@lawtonok.gov</u> QUESTIONS REGARDING BID: <u>www.bidsync.com/bidsync-cas/</u>	
Date Bid Typed:	Dates Bid Advertised:	No Bids Received After: 2 : 00pm	
Contract Number and Title:		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Univar Solutions Roise Holiday		Reason for No Bid: -0-	
Mailing Address: 12720 EUS Hwy 92 #1427 Dover Fl 33527		Terms: 30 day net	
City:	State:	Zip:	Delivery: 5 business days
Area Code and Phone Number: 206-653-5075		Email Address: Roise.Holiday@UnivarSolutions.com	
Federal Employer Identification Number or Social Security Number 91-1347935			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF

Florida

COUNTY OF

Hillsborough

Roise Holiday

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.

Roise Holiday

SIGNATURE OF AUTHORIZED AGENT

Roise Holiday municipal Bid Specialist

PRINT/TYPE NAME/TITLE

Firm: _____

Address: _____

(City, State, Zip)

Phone: _____

Subscribed & sworn before me this 17th day of October, 20 25

Shelley Sue Riggle
 Notary Public
 My Commission expires: 08-18-2028

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



Shelley Sue Riggle
 Notary Public, State of Ohio
 My Commission Expires:
 08/18/2028

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/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 bid opening date. 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 Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

- 7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and 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, or minor specification deviation when considered to be in the best interest of the City.
- 9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
- 10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
- 11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
- 12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids 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 bid 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 bidder/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 or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications 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. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). 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 the 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 bidder/vendor until accepted by the ordering agency. The bidder/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 Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/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 supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor 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 invitation to bid 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, institutions and all employees of the aforementioned, 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 contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
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 on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **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:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - 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:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/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, 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 bidder/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' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid 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 bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/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 the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid 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 bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, 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 awarding of the contract:
 - a. **General Liability:** The bidder/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 bidder/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 claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/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 showing that the bidder/vendor has in place shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications 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 specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/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 specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

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

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, 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 bidder/vendor prior to submission of his bid 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 bidder/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:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/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 bidder/vendor shall take affirmative action to insure 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 bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
- 38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
- 39. **ADVERTISING:** In submitting a proposal, bidder/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 this contract 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 bidder/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 bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
- 41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
- 42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for 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. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.
45. **COMPANIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES:** Contractor verifies that it does not have practice, policy, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and provided in the Title 21 Section 1289.31 of the Oklahoma Statutes.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Florida
COUNTY OF Hillsborough SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Univar Solutions
Business Name / Contractor Name

Raise Holaday
Signed
Print: Raise Holaday

Attested to before me this 17th day of October 2025

Shelley Sue Riggle
Notary Public

My Commission Expires August 18 2028

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

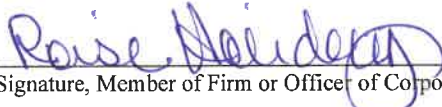
CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL-26-009, Sodium Hydroxide
Contract Number

10/21/2025
Date

Univar Solutions USA LLC
Name of Contractor (Print)


Signature, Member of Firm or Officer of Corporation

Roise Holiday
Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-123

SPECIFICATION TITLE: Sodium Hydroxide (Diaphram Grade)

APPROVAL DATE: 10-15-03 (revised 08-05-10 & 12/12)

**DELIVERY: City of Lawton Water Treatment Plant
Medicine Park, OK 73557
and/or
City of Lawton, Southeast Water Treatment Plant
4596 SE 15th Street
Lawton OK 73501**

- a. Item(s) shall be delivered, FOB, to the address's shown above.
- b. Item(s) shall be delivered between the hours of 8 am and 4 pm, Monday thru Friday, except in an emergency situation or unless otherwise agreed upon.

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

DESCRIPTION:

- a. The following specifications are the minimum acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Sodium Hydroxide (NaOH)		
a	Delivered in bulk loads between 45,000 to 48,000 pounds per load. If a load is needed outside these parameters, it would not be subject to contract pricing and will be subject to spot bidding.	Y	
b	Sodium Hydroxide (NaOH) %, 50%, 25% when requested	Y	
c	NSF certified	Y	
d	Meets AWWA Standard B501-98	Y	
e	Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.	Y	

**SPECIFICATION
SODIUM HYDROXIDE
(continued)**

ITEM	REQUIREMENTS / ADDITIONAL INFORMATION	COMPLY	
		Y	N
1	Vendor is to show cost for both 50% and 25% solutions. 25% solution may be used during winter months.	Y	
2	Vendor to supply security information at least twenty-four (24) hours prior to delivery, ie; drivers name, license number, picture, trailer number hatch seal number via fax.	Y	
3	Vendor to supply certified empty and full weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.	Y	
4	Vendor to state delivery lead time. This information will be used as part of the criteria in bid evaluation.	Y	
5	Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.	Y	
6	Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA Standard B501-98. Plant operator will provide sample containers.	Y	
7	The City shall retain one sample from EACH shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.	Y	
8	All delivery charges are to be included in the unit cost and no additional delivery charges will be paid.	Y	
9	The approximate annual usage for the Medicine Park plant is 2,700,000 pounds per year. The approximate annual usage for the Southeast Plant is 1,500,000 pounds per year.	Y	
10	This contract is to be bid in pounds, not gallons	Y	

Bid Number: CL 26-009

Bid Title: Sodium Hydroxide

Vendor Name: Univar Solutions USA LLC

(please complete above information)

Price Bid
(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Sodium Hydroxide (Bulk Delivery)	4.2 M	Wet pounds	\$0.2115/lb
a.	50% solution (Bulk Delivery) price for 365-day guarantee	-----	Wet pounds	\$0.2115/lb
3.	50% solution (Bulk Delivery) price for 180-day guarantee	-----	Wet pounds	\$0.2115/lb
4.	25% solution (Bulk Delivery) price annual		Wet pounds	\$0.1242/lb

Brand Bid: Univar Solutions USA LLC

Model Bid: 50%: 16140382, 25%: 16142009

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant 82 E. Lake Drive Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 th Street Lawton, OK 73501

Questions regarding the attached specifications should be posted onto Bidsync at www.bidsync.com/bidsync-cas/.

Contact: Carl Gray at 580.529.2703 or carl.gray@lawtonok.gov

Estimated annual usage per plant:

Medicine Park Plant – 2,700,000 pounds

Southeast Plant -- 1,500,000 pounds

Notes:

1. This is a requirements contract.
2. There are no insurance or bond requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

Bid Number: CL 26-009

Bid Title: Sodium Hydroxide

4. WARRENTY:

- a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
- b) The vendor must also provide details, including prices, on any available extended or optional warranties.
- c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

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

Univar Solutions USA Inc.
3320 S. Council Road
Oklahoma City, OK 73179

T 405-745-2376
F 405-745-4934

www.univarsolutions.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm (CST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency phone – 24-hour response: Answering Service 405-745-2376

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: 405-745-2376
Office Fax: 405-745-4934

Customer Service/ Order Desk

custSolmid-Central@univarsolutions.com

Bryan Arens - Branch Operations Manager

bryan.arnes@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Roise Holiday
12720 E. US Hwy 92
Trl: 427
Dover, FL 33527
Muniteam-east@univarsolutions.com

Contacts:

Roise Holiday
Municipal Specialist
Phone: 206-653-5075
Roise.holidayhenry@univarsolutions.com

Shawnasey McCarthy
Municipal Specialist Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
Shawnasey.McCarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information – Invoice number

Standard Payment Terms:

Net 30 days



CERTIFICATE OF SECRETARY

I, Jumoke Onibokun, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA LLC, a Washington Limited Liability Company (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to \$2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager

Victoria Meakim - Municipal Specialist

Roise Holiday-Henry- Municipal Specialist

Jennifer Perras – Sr. Municipal Specialist

Shelley Riggle - Municipal Specialist

Stacy Ziegler- Municipal Specialist

Raven Claudio - Municipal Specialist

Ileana Caballero – Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Secretary of the Company this 4th day of January 2024.

DocuSigned by:

Jumoke Onibokun

EB3185C32E35401...

Jumoke Onibokun, Assistant Secretary

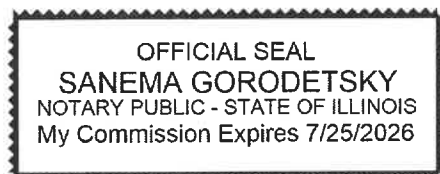
State of Illinois)

)

County of DuPage)

This Certificate of Secretary was signed and sworn before me on this 4th day of January 2024 by Jumoke Onibokun, Assistant Secretary of Univar Solutions USA LLC.

Seal



DocuSigned by:

Sanema Gorodetsky

EB3185C32E35401...

Sanema Gorodetsky

Notary Public

My commission expires July 25, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2025

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 Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Fire Underwriters Insurance Co.	20702	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570112914239**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			XSLG48983340 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISA H11357362 Commercial Auto	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION ☐						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLRC72794515 AOS SCFC72794527 WI	06/01/2025	06/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570112914239

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

General Liability policy Univar Solutions USA LLC is included as Additional Insured in accordance with the policy provisions of the.

CERTIFICATE HOLDER**CANCELLATION**

Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA	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 <i>Aon Risk Services Central, Inc.</i>
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ACORD 25 (2016/03)

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Page _ of _

Safety Data Sheet

CAUSTIC SODA 50%

Version 1.11

Revision Date: 10/08/2025

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : CAUSTIC SODA 50%

Recommended use of the chemical and restrictions on use

Recommended use : Reserved for industrial and professional use.

Manufacturer or supplier's details

Company : Univar Solutions USA

Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)

Emergency telephone number:
Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1

Acute toxicity (Oral) : Category 4

Skin corrosion : Category 1A

Serious eye damage : Category 1

Specific target organ toxicity - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms



Signal word

: Danger

Hazard statements

: H290 May be corrosive to metals.
H302 Harmful if swallowed.
H314 Causes severe skin burns and eye damage.
H335 May cause respiratory irritation.

Precautionary statements

: **Prevention:**
P234 Keep only in original container.
P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash skin thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.
P271 Use only outdoors or in a well-ventilated area.

Safety Data Sheet

CAUSTIC SODA 50%

Version 1.11

Revision Date: 10/08/2025

P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.

P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.

P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
1310-73-2	Sodium hydroxide	50 - 70

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

Synonyms : SODIUM HYDROXIDE,

SECTION 4. FIRST AID MEASURES

- General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.
- If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.
- In case of skin contact : Immediate medical treatment is necessary as untreated

Safety Data Sheet

CAUSTIC SODA 50%

Version 1.11

Revision Date: 10/08/2025

	wounds from corrosion of the skin heal slowly and with difficulty. If on skin, rinse well with water. If on clothes, remove clothes.
In case of eye contact	: Small amounts splashed into eyes can cause irreversible tissue damage and blindness. In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice. Continue rinsing eyes during transport to hospital. Remove contact lenses. Protect unharmed eye. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist. Take victim immediately to hospital.
If swallowed	: Keep respiratory tract clear. Do NOT induce vomiting. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	: Carbon dioxide (CO ₂) Foam Dry powder
Unsuitable extinguishing media	: High volume water jet
Specific hazards during fire-fighting	: Do not allow run-off from fire fighting to enter drains or water courses.
Hazardous combustion products	: No hazardous combustion products are known
Further information	: Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for firefighters	: Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	: Use personal protective equipment.
Environmental precautions	: Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for	: Soak up with inert absorbent material (e.g. sand, silica gel,

Safety Data Sheet

CAUSTIC SODA 50%

Version 1.11

Revision Date: 10/08/2025

containment and cleaning up

acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion : Normal measures for preventive fire protection.

Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Recommended storage temperature : 16 - 65 °C

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	C	2 mg/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0
		C	2 mg/m3	CAL PEL

Personal protective equipment

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

Safety Data Sheet

CAUSTIC SODA 50%

Version 1.11

Revision Date: 10/08/2025

Remarks	: The suitability for a specific workplace should be discussed with the producers of the protective gloves.
Eye protection	: Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: No data available
Odour	: No data available
Odour Threshold	: No data available
pH	: 14
Freezing Point (Melting point/freezing point)	: 12 - 15 °C (54 - 59 °F)
Boiling Point (Boiling point/boiling range)	: 140 - 145 °C (284 - 293 °F)
Flash point	: does not flash
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.5298
Density	: 12.76 lb/gal
Water solubility	: No data available
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: Corrosive to metals Exothermic reaction with acids.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: Freezing temperatures.

Safety Data Sheet
CAUSTIC SODA 50%

Version 1.11

Revision Date: 10/08/2025

Incompatible materials	:	Heat Acids Metals Oxidizing agents Halogenated compounds organic nitro compounds Zinc
Hazardous decomposition products	:	Hydrogen

SECTION 11. TOXICOLOGICAL INFORMATION**Skin corrosion/irritation****Components:****1310-73-2:**

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation**Components:****1310-73-2:**

Species: Rabbit

Result: Risk of serious damage to eyes.

Carcinogenicity**IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

STOT - single exposure**Product:**

Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 3 with respiratory tract irritation.

Further information**Product:**

Remarks: No data available

Safety Data Sheet
CAUSTIC SODA 50%

Version 1.11

Revision Date: 10/08/2025

SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity****Components:****1310-73-2:**Toxicity to fish : LC50 (Gambusia affinis (Mosquito fish)): 125 mg/l
Exposure time: 96 hToxicity to daphnia and other : EC50 (Ceriodaphnia dubia): 40.38 mg/l
aquatic invertebrates : Exposure time: 48 h
Test Type: Immobilization**Persistence and degradability**

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects**Product:**Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

Safety Data Sheet

CAUSTIC SODA 50%

Version 1.11

Revision Date: 10/08/2025

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):

UN1824, Sodium hydroxide solution, 8, II

IMDG (International Maritime Dangerous Goods):

UN1824, SODIUM HYDROXIDE SOLUTION, 8, II

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sodium hydroxide	1310-73-2	1000	2000

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation
Acute toxicity (any route of exposure)
Specific target organ toxicity (single or repeated exposure)

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

Safety Data Sheet CAUSTIC SODA 50%

Version 1.11

Revision Date: 10/08/2025

1310-73-2 Sodium hydroxide

Pennsylvania Right To Know

1310-73-2 Sodium hydroxide

7732-18-5 Water

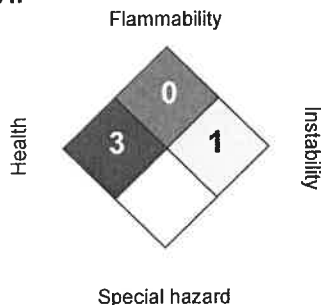
California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA	: On TSCA Inventory
DSL	: All components of this product are on the Canadian DSL
AICS	: On the inventory, or in compliance with the inventory
NZIoC	: On the inventory, or in compliance with the inventory
ENCS	: On the inventory, or in compliance with the inventory
KECI	: On the inventory, or in compliance with the inventory
PICCS	: On the inventory, or in compliance with the inventory
IECSC	: On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3/
FLAMMABILITY	0
PHYSICAL HAZARD	4

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661)

Safety Data Sheet

CAUSTIC SODA 50%

Version 1.11

Revision Date: 10/08/2025

SDSNA@univarsolutions.com.

Revision Date : 10/08/2025

Material number:

16228231, 16227550, 16225752, 16224786, 16224337, 16222990, 16222124, 16221457, 16221456, 16221455, 16221454, 16221453, 16221452, 16223098, 16223074, 16222665, 16221351, 16220991, 16219862, 16219987, 16219472, 16219468, 16219014, 16218962, 16218656, 16217898, 16217074, 16214866, 16214865, 16214891, 16214634, 16214633, 16214631, 16214628, 16212043, 16212039, 16212038, 16210888, 16149051, 16210426, 16208930, 16208441, 16207958, 16207089, 16206212, 16206172, 16203117, 16193663, 16191539, 16188943, 16188859, 16188905, 40509, 16144372, 85833, 16187875, 16187706, 16187503, 16187172, 16184289, 16184571, 16183215, 16183115, 16181535, 16174812, 16176162, 16176725, 16175550, 16177057, 16176719, 16176286, 16175611, 16175549, 16177342, 16174633, 16176146, 16175652, 16175317, 16174795, 16174563, 16176924, 16180636, 16169042, 16168322, 16168270, 16168140, 16168139, 16179411, 16169006, 16168617, 16150547, 16162842, 16162538, 16144429, 16173515, 16168911, 16162950, 16162022, 16144216, 16143594

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AIRC	Australian Inventory of Industrial Chemicals	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act

Safety Data Sheet
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Revision Date: 10/08/2025

KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

Univar Solutions
Material: 16140382
Batch: 0823Q99897
By: Nicole Barker
Date: 10/16/2025

221 Boston Post Road East
Suite 220

Marlborough, MA 01752
Tel: 508 251 6925

CERTIFICATE OF ANALYSIS
50% Liquid Caustic Soda - Membrane Grade
Nustar Energy LP TANK 1501
Vancouver, WA

Customer: _____

Order Number: _____

<u>Property</u>	<u>Unit</u>	<u>Result</u>
Sodium Hydroxide (NaOH)	Wt %	49.96
Sodium Oxide (Na ₂ O)	Wt%	38.71
Sodium Chloride (NaCl)	PPM	12
Sodium Carbonate (Na ₂ CO ₃)	Wt%	0.03
Sodium Chlorate (NaClO ₃)	PPM	5.7
Sodium Sulfate (Na ₂ SO ₄)	PPM	20
Iron (Fe)	PPM	0.8
Color / Appearance		Clear and Bright
Specific Gravity @ 60F		1.5300
Pounds per Gallon @ 60F	lbs/gal	12.756
Copper (Cu)	PPM	<0.100
Nickel (Ni)	PPM	<0.500
Silicon (Si)	PPM	< 1.050

Effective Date: 8/20/2025

Replaces: 7/30/2025

Testing Company: Bureau Veritas

Survey Number: USVAN-25-00683

Shipment Information: Panagia Thalassini V.2504

Lot Number:

4527708201BatchNo.0830Q99935

Signature: Jackie Scalzi

Print Name: Jackie Scalzi

Job Title: Vessel Logistics Mgr.



Certified to
NSF/ANSI CAN 60

Maximum Use Level: 100 mg/L (50% Sodium Hydroxide)

When tested, this product meets the testing requirements of the Food Chemicals Codex, Monograph (FCC), current edition.
This product is Kosher certified.

Consult the SDS for additional information.

All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar Solutions USA LLC. ("Univar") makes no representation or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar's standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar makes no additional representations or warranties, express or implied, as to the Product.

QA 6.20 x 4: 8/19/2015

Safety Data Sheet

CAUSTIC SODA 25%

Version 1.12

Revision Date: 03/27/2025

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : CAUSTIC SODA 25%

Recommended use of the chemical and restrictions on use

Recommended use : Reserved for industrial and professional use.

Restrictions on use : None known.

Manufacturer or supplier's details

Company : Univar Solutions USA
Address : 3075 Highland Pkwy Suite 200
 Downers Grove, IL 60515
 United States of America (USA)

Emergency telephone number:

Transport North America: CHEMTREC (1-800-424-9300)

CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
 E-mail: SDSNA@univarsolutions.com
 SDS Requests: 1-855-429-2661
 Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1

Acute toxicity (Oral) : Category 4

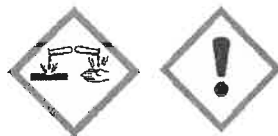
Skin corrosion : Category 1A

Serious eye damage : Category 1

Specific target organ toxicity - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
 H302 Harmful if swallowed.
 H314 Causes severe skin burns and eye damage.
 H335 May cause respiratory irritation.

Precautionary statements : **Prevention:**
 P234 Keep only in original container.
 P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
 P264 Wash skin thoroughly after handling.
 P270 Do not eat, drink or smoke when using this product.

Safety Data Sheet
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Revision Date: 03/27/2025

P271 Use only outdoors or in a well-ventilated area.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.
P363 Wash contaminated clothing before reuse.
P390 Absorb spillage to prevent material damage.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
P405 Store locked up.
P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
1310-73-2	Sodium hydroxide	20 - 30

Actual concentration is withheld as a trade secret
Any Concentration shown as a range is due to batch variation.

Synonyms : Sodium Hydroxide,

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

Safety Data Sheet

CAUSTIC SODA 25%

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- | | |
|-------------------------|---|
| In case of skin contact | : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
If on skin, rinse well with water.
If on clothes, remove clothes. |
| In case of eye contact | : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
Take victim immediately to hospital. |
| If swallowed | : Keep respiratory tract clear.
Do not induce vomiting without medical advice.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital. |

SECTION 5. FIREFIGHTING MEASURES

- | | |
|---|---|
| Suitable extinguishing media | : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. |
| Unsuitable extinguishing media | : High volume water jet |
| Specific hazards during fire-fighting | : Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | : No hazardous combustion products are known |
| Further information | : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
| Special protective equipment for firefighters | : Wear self-contained breathing apparatus for firefighting if necessary. |

SECTION 6. ACCIDENTAL RELEASE MEASURES

- | | |
|---|---|
| Personal precautions, protective equipment and emergency procedures | : Use personal protective equipment. |
| Environmental precautions | : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities. |
| Methods and materials for | : Neutralise with acid. |

Safety Data Sheet

CAUSTIC SODA 25%

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Revision Date: 03/27/2025

containment and cleaning up

Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion

: Normal measures for preventive fire protection.

Advice on safe handling

: Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage

: Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Recommended storage temperature

: > 10 °C

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	C	2 mg/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0
		C	2 mg/m3	CAL PEL

Personal protective equipment

Respiratory protection

: General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

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Remarks	: The suitability for a specific workplace should be discussed with the producers of the protective gloves.
Eye protection	: Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: colourless
Odour	: odourless
Odour Threshold	: No data available
pH	: 14 @ 20 - 25 °C (68 - 77 °F)
Freezing Point (Freezing Point)	: -18 °C (-0.40 °F)
Boiling Point	: No data available
Flash point	: 94 °C (201 °F) No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.27 - 1.28 @ 20 - 25 °C (68 - 77 °F) Reference substance: (water = 1)
Density	: No data available
Water solubility	: No data available
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
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Safety Data Sheet
CAUSTIC SODA 25%

Version 1.12

Revision Date: 03/27/2025

Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: Keep away from heat, flame, sparks and other ignition sources.
Incompatible materials	: Acids Halogenated compounds Metals organic nitro compounds Zinc

SECTION 11. TOXICOLOGICAL INFORMATION**Acute toxicity****Product:**

Acute oral toxicity : Acute toxicity estimate: 1,961 mg/kg

Skin corrosion/irritation**Product:**

Result: Causes burns.

Components:**1310-73-2:**

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation**Components:****1310-73-2:**

Species: Rabbit

Result: Risk of serious damage to eyes.

Carcinogenicity**IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

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Revision Date: 03/27/2025

STOT - single exposure**Product:**

Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 3 with respiratory tract irritation.

Further information**Product:**

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity****Components:****1310-73-2:**

Toxicity to fish : LC50 (Gambusia affinis (Mosquito fish)): 125 mg/l
Exposure time: 96 h

Toxicity to daphnia and other : EC50 (Ceriodaphnia dubia): 40.38 mg/l
aquatic invertebrates Exposure time: 48 h
Test Type: Immobilization

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects**Product:**

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

Safety Data Sheet

CAUSTIC SODA 25%

Version 1.12

Revision Date: 03/27/2025

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues

- ☐ Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Contaminated packaging

- : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):

UN1824, Sodium hydroxide solution, 8, II

IMDG (International Maritime Dangerous Goods):

UN1824, SODIUM HYDROXIDE SOLUTION, 8, II, Flash Point: 94 °C (201 °F)

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sodium hydroxide	1310-73-2	1000	3921

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards

- : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation
Acute toxicity (any route of exposure)
Specific target organ toxicity (single or repeated exposure)

SARA 302

- : This material does not contain any components with a section 302 EHS TPQ.

SARA 313

- : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Safety Data Sheet

CAUSTIC SODA 25%

Version 1.12

Revision Date: 03/27/2025

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMII Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

1310-73-2 Sodium hydroxide

Pennsylvania Right To Know

7732-18-5 Water

1310-73-2 Sodium hydroxide

California Prop 65

: This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : On TSCA Inventory

DSL : All components of this product are on the Canadian DSL

AICS : Not in compliance with the inventory

NZIoC : Not in compliance with the inventory

ENCS : On the inventory, or in compliance with the inventory

KECI : On the inventory, or in compliance with the inventory

PICCS : On the inventory, or in compliance with the inventory

IECSC : On the inventory, or in compliance with the inventory

None known.

Safety Data Sheet

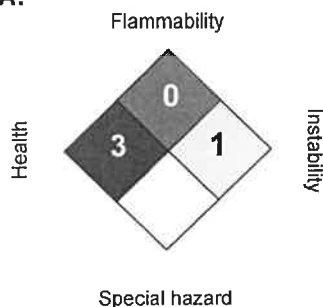
CAUSTIC SODA 25%

Version 1.12

Revision Date: 03/27/2025

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3
FLAMMABILITY	0
PHYSICAL HAZARD	4

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date

03/27/2025

Material number:

16224415, 16221451, 16221450, 16221449, 16221448, 16221447, 16221446, 16217001, 16214886, 16214622, 16214617, 16214616, 16214613, 16215333, 16212546, 16212036, 16209256, 16197210, 16206616, 16206171, 16181533, 16192173, 16192016, 16132255, 16158399, 16146684, 16182270, 16148128, 16162026, 16188797, 16145004, 16188640, 16163721, 16162553, 16147855, 16151729, 16147016, 16002081, 16002153, 16163814, 16181444, 16185708, 16185366, 16178437, 16176600, 16176259, 16175654, 16175444, 16175415, 16174721, 16176744, 16170086, 16169860, 16169683, 16146335, 16146334, 16143884, 16145401, 16145323, 16145278, 16145243, 16145242, 16125921, 16116103, 16113730, 755848, 650799, 546389, 70561, 53072, 574261, 53570, 16150734, 16149350, 16149457, 16144981, 16145777, 16147137, 16163653, 102698, 16160832, 16137556, 16137474, 16137324, 16152197, 16152426, 16144481, 16147885, 16159715, 16143521, 16160487, 16160771, 16160572, 16160486, 16147888, 16147884, 16147854, 16147799, 16148872, 16144724

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AIIC	Australian Inventory of Industrial Chemicals	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health

Safety Data Sheet

CAUSTIC SODA 25%

Version 1.12

Revision Date: 03/27/2025

CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

CERTIFICATE OF ANALYSIS



Univar Solutions
8201 S. 212th Street
Kent WA 98032
PH 253-872-5000
FAX 253-872 5041
www.univarsolutions.com

MANUFACTURE DATE: October 14, 2025
PRODUCT: 25% SODIUM HYDROXIDE, LOW CHLORIDE
PRODUCT GRADE: Technical
UNIVAR PRODUCT CODE: 16142009
UNIVAR LOT NUMBER: 0823Q01290

<u>TEST</u>	<u>RESULT</u>	<u>SPECIFICATIONS</u>
APPEARANCE	PASS	CLEAR, NEARLY COLORLESS
ASSAY, % NaOH	25.5%	24.0% - 26.0%
ASSAY, % Na ₂ O	19.7%	18.6% - 20.2%

Univar USA Inc.

Nicole Barker (Signature)
Nicole Barker (Print Name)
Chemist (Job Title)

Note:

Consult the SDS for additional information.
All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar Solutions makes no representation or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar Solutions is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product. QA 6.20 x 4: 03/05/2019 Page 1



Search Results

Current as of Tuesday, Oct 21, 2025 at 01:10 AM Eastern Time.
Always confirm this information by clicking [here](#) for the most accurate, up-to-date information.

Disclaimers

Additions shall not be made to this document without prior evaluation and acceptance by NSF.
The below content does not represent the complete listings related to this product. For complete listing details, refer to the full listing details page for each product.

The following search criteria have been applied to generate the search results:

Category = **Water**, Sub Category = **Drinking Water Treatment Chemicals**, Standard/Program = **NSF/ANSI/CAN 60**, Company = **univar**, Chemical Name = **Sodium Hydroxide**

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Show results by: **Products**

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Basicphresh 50 - Caustic Soda 50% NaOH Bulk	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Basicphresh 50 - Caustic Soda 50% NaOH Bulk	pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Basicphresh 50 - Caustic Soda 50% NaOH Bulk	Corrosion Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda - 25%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda - 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 10%	Corrosion & Scale Control, pH Adjustment	500 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 10%	pH Adjustment	500 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 10% Solution	Corrosion & Scale Control, pH Adjustment	500 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 10% Solution	Corrosion & Scale Control, pH Adjustment	500 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Caustic Soda 12.5%	Corrosion & Scale Control, pH Adjustment	400 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 13%	pH Adjustment	384 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 15%	Corrosion & Scale Control	333 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 15%	Corrosion & Scale Control, pH Adjustment	333 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 15%	Corrosion Control, pH Adjustment	333 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 15%	pH Adjustment	333 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 17%	pH Adjustment	294 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 18%	pH Adjustment	277 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 19%	pH Adjustment	263 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 20%	Corrosion & Scale Control	250 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 20%	Corrosion & Scale Control, pH Adjustment	250 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 20%	Corrosion & Scale Control, pH Adjustment	250 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 20%	Corrosion Control, pH Adjustment	250 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 20%	pH Adjustment	250 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Caustic Soda 20% Solution	Corrosion & Scale Control, pH Adjustment	250 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 20% Solution	Corrosion & Scale Control, pH Adjustment	500 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 25%	Corrosion & Scale Control	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 25%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA Inc. DBA Univar USA Inc.
Sodium Hydroxide	Caustic Soda 25%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 25%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 25%	Corrosion & Scale Control, Sequestering	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 25%	Corrosion Control, pH Adjustment	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 25%	pH Adjustment	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 25% Solution	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 25% Solution	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 25%, Commercial Grade	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 25%, Membrane Grade	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 27%	Corrosion & Scale Control, pH Adjustment	185 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Caustic Soda 3%	pH Adjustment	1667 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 30%	Corrosion & Scale Control	165 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 30%	Corrosion & Scale Control, pH Adjustment	165 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 30%	Corrosion & Scale Control, pH Adjustment	167 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 30%	Corrosion Control, pH Adjustment	165 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 30%	pH Adjustment	165 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 30% Solution	Corrosion & Scale Control, pH Adjustment	165 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 30% Solution	Corrosion & Scale Control, pH Adjustment	166 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 30% Solution	Corrosion & Scale Control, pH Adjustment	333 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 32%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA Inc. DBA Univar USA Inc.
Sodium Hydroxide	Caustic Soda 32%	Corrosion & Scale Control, pH Adjustment	156 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 32%	Corrosion & Scale Control, pH Adjustment	156 mg/L	Univar Solutions USA Inc. DBA Univar USA Inc.
Sodium Hydroxide	Caustic Soda 32%	Corrosion Control, pH Adjustment	156 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 32%	pH Adjustment	156 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Caustic Soda 33%	Corrosion & Scale Control	152 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 35%	Corrosion & Scale Control	143 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 35%	Corrosion & Scale Control, pH Adjustment	143 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 35%	pH Adjustment	143 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 35% Solution	Corrosion & Scale Control, pH Adjustment	143 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 40%	Corrosion & Scale Control, pH Adjustment	125 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 50%	Corrosion & Scale Control	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA Inc. DBA Univar USA Inc.
Sodium Hydroxide	Caustic Soda 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA Inc. DBA Univar USA Inc.
Sodium Hydroxide	Caustic Soda 50%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 50%	Corrosion & Scale Control, Sequestering	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 50%	Corrosion Control, pH Adjustment	100 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Caustic Soda 50%	pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 50% - Diaphragm	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	CAUSTIC SODA 50% COMMERCIAL GRADE	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	CAUSTIC SODA 50% MEMBRANE GRADE	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 50% Solution	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 50% Solution	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Caustic Soda 50% Solution	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	CAUSTIC SODA 50% SOLUTION	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	CAUSTIC SODA 50% SOLUTION COMMERCIAL GRADE	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	CAUSTIC SODA 50% SOLUTION MEMBRANE GRADE	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 50%, Commercial Grade	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	CAUSTIC SODA 50%, MEMBRANE	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 50%, Membrane Grade	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda 7%	Corrosion & Scale Control	700 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Caustic Soda Micropearls	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA Inc.
Sodium Hydroxide	Caustic Soda Solution 15%	Corrosion & Scale Control, pH Adjustment	333 mg/L	Univar USA Inc.
Sodium Hydroxide	Caustic Soda Solution 20%	Corrosion & Scale Control, pH Adjustment	250 mg/L	Univar USA Inc.
Sodium Hydroxide	Caustic Soda Solution 25%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar USA Inc.
Sodium Hydroxide	Caustic Soda Solution 30%	Corrosion & Scale Control, pH Adjustment	166 mg/L	Univar USA Inc.
Sodium Hydroxide	Caustic Soda Solution 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar USA Inc.
Sodium Hydroxide	Caustic Soda Solution 50%, Commercial Grade	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Caustic Soda Solution 50%, Membrane Grade	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	NaOH 20%	Corrosion & Scale Control, pH Adjustment	250 mg/L	Univar Solutions USA
Sodium Hydroxide	NaOH 25%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions USA
Sodium Hydroxide	NaOH 30%	Corrosion & Scale Control, pH Adjustment	165 mg/L	Univar Solutions USA
Sodium Hydroxide	NaOH 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide - 25%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Sodium Hydroxide - 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 10%	Corrosion & Scale Control, pH Adjustment	500 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 10%	pH Adjustment	500 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 13%	pH Adjustment	394 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 15%	Corrosion & Scale Control	333 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 15%	Corrosion & Scale Control, pH Adjustment	333 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 15%	Corrosion & Scale Control, pH Adjustment	333 mg/L	Univar USA Inc.
Sodium Hydroxide	Sodium Hydroxide 15%	pH Adjustment	333 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 17%	pH Adjustment	284 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 18%	pH Adjustment	277 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 20%	Corrosion & Scale Control	250 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 20%	Corrosion & Scale Control, pH Adjustment	250 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 20%	Corrosion & Scale Control, pH Adjustment	250 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 20%	Corrosion & Scale Control, pH Adjustment	250 mg/L	Univar USA Inc.

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Sodium Hydroxide 20%	Corrosion Control, pH Adjustment	250 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 20%	pH Adjustment	250 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 20%	pH Adjustment, Scale Control	250 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 20% Solution	Corrosion & Scale Control, pH Adjustment	250 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 25%	Corrosion & Scale Control	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 25%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 25%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 25%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar USA Inc.
Sodium Hydroxide	Sodium Hydroxide 25%	Corrosion & Scale Control, Sequestering	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 25%	Corrosion Control, pH Adjustment	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 25%	pH Adjustment	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 25% Solution	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA Inc. DBA Univar USA Inc.
Sodium Hydroxide	Sodium Hydroxide 25% Solution	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 27%	Corrosion & Scale Control, pH Adjustment	185 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Sodium Hydroxide 3%	pH Adjustment	1667 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 30-49%	Corrosion Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 30%	Corrosion & Scale Control	165 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 30%	Corrosion & Scale Control, pH Adjustment	165 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 30%	Corrosion & Scale Control, pH Adjustment	166 mg/L	Univar USA Inc.
Sodium Hydroxide	Sodium Hydroxide 30%	Corrosion & Scale Control, pH Adjustment	167 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 30%	Corrosion Control, pH Adjustment	165 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 30%	pH Adjustment	165 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 30% Solution	Corrosion & Scale Control, pH Adjustment	166 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 30% Solution	Corrosion & Scale Control, pH Adjustment	333 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 32%	Corrosion & Scale Control, pH Adjustment	156 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 32%	Corrosion & Scale Control, pH Adjustment	156 mg/L	Univar Solutions USA Inc. DBA Univar USA Inc.
Sodium Hydroxide	Sodium Hydroxide 32%	Corrosion Control, pH Adjustment	156 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 32%	pH Adjustment	156 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	Sodium Hydroxide 32% Solution	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA Inc. DBA Univar USA Inc.
Sodium Hydroxide	Sodium Hydroxide 33%	pH Adjustment	152 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 35%	Corrosion & Scale Control, pH Adjustment	143 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 35%	pH Adjustment	143 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 50%	Corrosion & Scale Control	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA Inc. DBA Univar USA Inc.
Sodium Hydroxide	Sodium Hydroxide 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar USA Inc.
Sodium Hydroxide	Sodium Hydroxide 50%	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 50%	Corrosion & Scale Control, Sequestering	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 50%	Corrosion Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 50%	pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide 50%	pH Adjustment	165 mg/L	Univar Solutions USA

Chemical Name	Trade Name	Function	Max Use	Company
Sodium Hydroxide	SODIUM HYDROXIDE 50% SOLUTION	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 50% Solution	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 50% Solution	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA Inc. DBA Univar USA Inc.
Sodium Hydroxide	Sodium Hydroxide 50% Solution	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Sodium Hydroxide 7%	Corrosion & Scale Control, pH Adjustment	700 mg/L	Univar Solutions USA
Sodium Hydroxide	Sodium Hydroxide Solution	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions USA
Sodium Hydroxide	Vanblend Caustic Soda 50%	Corrosion & Scale Control, pH Adjustment	100 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Vanblend LP 1422	Corrosion & Scale Control	200 mg/L	Univar Solutions USA
Sodium Hydroxide	Vanblend LP 1422 (Caustic Soda 25% Solution)	Corrosion & Scale Control, pH Adjustment	200 mg/L	Univar Solutions Canada Ltd. DBA Univar Canada Ltd.
Sodium Hydroxide	Weak Caustic	Corrosion Control, pH Adjustment	100 mg/L	Univar Solutions USA



CITY OF LAWTON

FINANCE DEPARTMENT

October 09, 2025

Interested Vendor:

SUBJECT: **Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for **CL26-009 SODIUM HYDROXIDE**, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications
- Price Sheet
- W-9 Form

You must include the following items in your bid submission, or your bid shall not be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized.**
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized.**
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- W-9 Form, **original, properly signed.**

Please submit two (2) copies of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. Please submit any questions regarding specific information of the bid to BidSync: www.bidsync.com/bidsync-cas/. If any of the requested items are missing or if you have questions about the bid packet, email Jose Cardenas, Contract Administrator at jose.cardenas@lawtonok.gov.

Sincerely,

Jose Cardenas
Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: <u>Jose.Cardenas@lawtonok.gov</u> QUESTIONS REGARDING BID: <u>www.bidsync.com/bidsync-cas/</u>	
Date Bid Typed:	Dates Bid Advertised:	No Bids Received After: 2 : 00pm	
Contract Number and Title:		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Petra Chemical Company, LLC		Reason for No Bid:	
Mailing Address: 2929 Storey Lane		Terms:	
City: State: Zip: Dallas, TX 75220		Delivery:	
Area Code and Phone Number: 214-352-1900		Email Address: Jeremy Dutcher (jdutcher@pvschemicals.com)	
Federal Employer Identification Number or Social Security Number 75-2598433			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

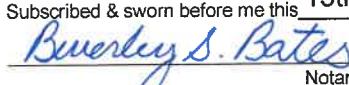
AFFIDAVIT: STATE OF Texas COUNTY OF Harris

Connie O'Guynn 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.

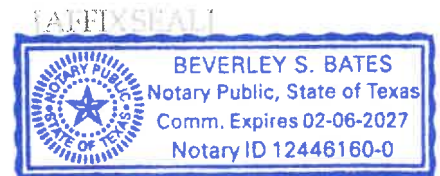

SIGNATURE OF AUTHORIZED AGENT

Firm: Petra Chemical Company, LLC
Address: 2929 Storey Lane
Dallas, TX 75220
(City, State, Zip)
Phone: 214-352-1900

Connie O'Guynn, Assistant Secretary
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 15th day of October, 2025

Notary Public
My Commission expires: 02/06/2027

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/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 bid opening date. 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 Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and 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, or minor specification deviation when considered to be in the best interest of the City.

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.

10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids 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 bid 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 bidder/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 or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications 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. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). 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 the 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 bidder/vendor until accepted by the ordering agency. The bidder/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 Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/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 supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor 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 invitation to bid 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, institutions and all employees of the aforementioned, 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 contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
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 on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. 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:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMENTS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - 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:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/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, 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 bidder/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' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid 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 bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/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 the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid 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 bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, 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 awarding of the contract:
 - a. **General Liability:** The bidder/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 bidder/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 claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/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 showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications 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 specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/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 specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

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

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, 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 bidder/vendor prior to submission of his bid 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 bidder/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:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/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 bidder/vendor shall take affirmative action to insure 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 bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/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 this contract 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 bidder/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 bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for 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. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.
45. **COMPANIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES:** Contractor verifies that it does not have practice, policy, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and provided in the Title 21 Section 1289.31 of the Oklahoma Statutes.

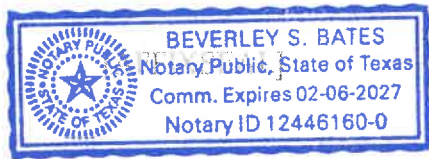
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Texas

SS

COUNTY OF Harris

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Petra Chemical Company, LLC

Business Name / Contractor Name

Connie O'Guynn

Signed
Print : Connie O'Guynn, Assistant Secretary

Attested to before me this 15th day of October 2025.

Beverley S. Bates
Notary Public

My Commission Expires February 6 2027.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

Contract Number

10/15/25

Date

Petra Chemical Company, LLC

Name of Contractor (Print)



Signature, Member of Firm or Officer of Corporation

Connie O'Guynn, Assistant Secretary

Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-123

SPECIFICATION TITLE: Sodium Hydroxide (Diaphram Grade)

APPROVAL DATE: 10-15-03 (revised 08-05-10 & 12/12)

DELIVERY: City of Lawton Water Treatment Plant

Medicine Park, OK 73557

and/or

City of Lawton, Southeast Water Treatment Plant

4596 SE 15th Street

Lawton OK 73501

- a. Item(s) shall be delivered, FOB, to the address's shown above.
- b. Item(s) shall be delivered between the hours of 8 am and 4 pm, Monday thru Friday, except in an emergency situation or unless otherwise agreed upon.

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

DESCRIPTION:

- a. The following specifications are the minimum acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Sodium Hydroxide (NaOH)		
a	Delivered in bulk loads between 45,000 to 48,000 pounds per load. If a load is needed outside these parameters, it would not be subject to contract pricing and will be subject to spot bidding.	X	
b	Sodium Hydroxide (NaOH) %, 50%, 25% when requested	X	
c	NSF certified	X	
d	Meets AWWA Standard B501-98	X	
e	Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.	X	

**SPECIFICATION
SODIUM HYDROXIDE
(continued)**

ITEM	REQUIREMENTS / ADDITIONAL INFORMATION	COMPLY	
		Y	N
1	Vendor is to show cost for both 50% and 25% solutions. 25% solution may be used during winter months.	X	
2	Vendor to supply security information at least twenty-four (24) hours prior to delivery, ie; drivers name, license number, picture, trailer number hatch seal number via fax.	X	
3	Vendor to supply certified empty and full weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.	X	
4	Vendor to state delivery lead time. This information will be used as part of the criteria in bid evaluation.	X	
5	Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.	X	
6	Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA Standard B501-98. Plant operator will provide sample containers.	X	
7	The City shall retain one sample from EACH shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.	X	
8	All delivery charges are to be included in the unit cost and no additional delivery charges will be paid.	X	
9	The approximate annual usage for the Medicine Park plant is 2,700,000 pounds per year. The approximate annual usage for the Southeast Plant is 1,500,000 pounds per year.	X	
10	This contract is to be bid in pounds, not gallons	X	

Bid Number: CL 26-009

Bid Title: Sodium Hydroxide

Vendor Name: Petra Chemical Company, LLC

(please complete above information)

Price Bid
(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Sodium Hydroxide (Bulk Delivery)	4.2 M	Wet pounds	\$.1890
a.	50% solution (Bulk Delivery) price for 365-day guarantee	-----	Wet pounds	\$.1890
3.	50% solution (Bulk Delivery) price for 180-day guarantee	-----	Wet pounds	\$.1890
4	25% SOLUTION (BULK DELIVERY)	-----	WET POUNDS	\$.1137

Brand Bid: _____

Model Bid: _____

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant 82 E. Lake Drive Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 th Street Lawton, OK 73501

Questions regarding the attached specifications should be posted onto Bidsync at
www.bidsync.com/bidsync-cas/.

Contact: Carl Gray at 580.529.2703 or carl.gray@lawtonok.gov

Estimated annual usage per plant:

Medicine Park Plant – 2,700,000 pounds
Southeast Plant -- 1,500,000 pounds

Notes:

1. This is a requirements contract.
2. There are no insurance or bond requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

Bid Number: CL 26-009

Bid Title: Sodium Hydroxide

4. WARRENTY:

- a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
- b) The vendor must also provide details, including prices, on any available extended or optional warranties.
- c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

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



P.O. Box 24600
Houston, Texas 77229-4600
281-457-4888
www.dxgroup.com

PRODUCT SPECIFICATIONS

SODIUM HYDROXIDE LIQUID 50% DIAPHRAGM **Caustic Soda Liquid 50% Diaphragm**

PROPERTY	MINIMUM	MAXIMUM
Sodium Hydroxide (NaOH), Wt. %	49.00	51.50
Sodium Oxide (Na ₂ O), Wt. %	38.00	40.00
Sodium Carbonate, Wt. % Max.	—	0.30
Sodium Chloride, Wt. % Max.	—	1.10
Sodium Sulfate, ppm Wt. % Max.	—	600.00
Iron, ppm Max.	—	7.00





P.O. Box 24600
Houston, Texas 77229-4600
281-457-4888
www.dxgroup.com

PRODUCT SPECIFICATIONS

SODIUM HYDROXIDE LIQUID 50% MEMBRANE Caustic Soda Liquid 50% Membrane

PROPERTY	MINIMUM	MAXIMUM
Sodium Hydroxide (NaOH), Wt. %	49.00	51.50
Sodium Oxide (Na ₂ O), Wt. %	38.00	40.00
Sodium Carbonate, Wt. % Max.	—	0.10
Sodium Chloride, ppm Wt. % Max.	—	100.00
Sodium Chlorate, ppm Wt. %	—	65.00
Sodium Sulfate, ppm Wt. % Max.	—	100.00
Iron, ppm Max.	—	5.00



Safety Data Sheet

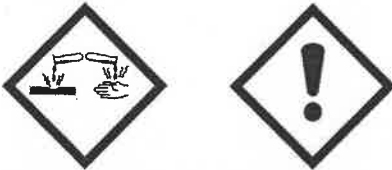
1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: **Caustic Soda (All Grades)**
Synonyms: Caustic Soda Solution, Sodium Hydroxide Solution
Intended use: pH neutralizer , Pulping and Bleaching, Detergent, Soaps
Uses Advised Against: None known

Company Identification: PVS DX Inc.
 Petra Chemical
 1919 Jacintoport Blvd
 Houston , TX 77015

Emergency :
CHEMTREC (USA) (800) 424-9300
24 hour Emergency Telephone No. (281) 457-4888
 www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Corrosive to metals	Category 1
Health hazards	Acute toxicity, oral Causes severe skin burns and eye damage Causes serious eye damage	Category 4 Category 1A Category 1
Environmental hazards	Hazardous to the aquatic environment, acute hazard.	Category 3
Label elements Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.		
		
Signal Word	Danger	
Hazard Statements	Causes severe skin burns and eye damage. May be corrosive to metals. Harmful if swallowed.	
Precautionary Statements		
Prevention	Keep only in original container. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Do not breathe the mist or vapor. Wash thoroughly after handling. Avoid release to the environment.	
Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN: Take off immediately all contaminated clothing. Rinse skin with shower/ water. Wash contaminated clothing before reuse. IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. Immediately call a POISON CENTER or doctor / physician. Collect spillage.	
Storage	Store locked up.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

3. Composition/information on ingredients

Synonyms: Caustic Soda Solution, Sodium Hydroxide Solution

Ingredient	CAS Number	Weight %	
Sodium hydroxide	1310-73-2	10 - 52	Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.
Sodium chloride	7647-14-5	1.0 - 10	Substance classified with a health or environmental hazard.

Safety Data Sheet

4. First aid measures

General	Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult. Call emergency medical care.
Eyes	Irrigate copiously with clean fresh water for at least 10 minutes, holding the eyelids apart and seek medical attention. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Skin	Remove contaminated clothing. Wash skin thoroughly with water for at least 15-20 minutes. Get medical attention immediately! Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes.
Ingestion	If accidentally swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting. Immediately rinse mouth and drink plenty of water. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Never give anything by mouth to an unconscious person. Do not use mouth-to-mouth method if victim ingested the substance.

Most important symptoms and effects, both acute and delayed

Overview	Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed. Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result. Symptoms may include stinging, tearing, redness, swelling, and blurred vision.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Symptoms may be delayed. Keep victim under observation. EYES: Causes serious eye damage. SKIN: May be harmful in contact with skin. Causes severe skin burns and eye damage.

5. Fire-fighting measures

Extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media appropriate for surrounding area.
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire. Do not use halogenated extinguishing agents.
Special hazards arising from the substance or mixture	Sodium oxide. Decomposition by reaction with certain metals releases flammable and explosive hydrogen gas. Do not breathe mist / vapors / spray.
Special protective equipment and precautions for firefighters	Fire fighters should enter the area only if they are protected from all contact with the material. Full protective clothing, including self-contained breathing apparatus, coat, pants, gloves, boots and bands around legs, arms, and waist, should be worn. No skin surface should be exposed
Advice for fire-fighters	Fire fighters should enter the area only if they are protected from all contact with the material. Full protective clothing, including self-contained breathing apparatus, coat, pants, gloves, boots and bands around legs, arms, and waist, should be worn. No skin surface should be exposed. Move containers from fire area if you can do so without risk. Use water spray to cool containers. ERG Guide No. 154

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe mist or vapor. Use only with adequate ventilation. Wear appropriate personal protective equipment. Transfer and storage systems should be compatible and corrosion resistant. Observe good industrial hygiene practices. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Local authorities should be advised if significant spillages cannot be contained
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Safety Data Sheet

6. Accidental release measures (Cont.)

Environmental precautions	Avoid discharge into drains, waterways or onto ground. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb spill with inert material (e.g., dry sand or earth), then place in a chemical waste container. Following product recovery, flush area with water. Small Spills: Absorb spill with vermiculite or other inert material. Clean surface thoroughly to remove residual contamination. Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS.
Methods and material for containment and cleaning up	CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover. As an immediate precautionary measure, isolate spill or leak area in all directions. Keep unauthorized personnel away. Stay upwind. Keep out of low areas. Ventilate enclosed areas.

7. Handling and storage

Precautions for safe handling	Use caution when combining with water; DO NOT add water to caustic; ALWAYS add caustic to water while stirring to minimize heat generation. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe mist or vapor. Use only with adequate ventilation. Wear appropriate personal protective equipment. Transfer and storage systems should be compatible and corrosion resistant. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Keep container tightly closed. Store in a cool, dry, well-ventilated place. Store in corrosive resistant container with a resistant inner liner. Store away from incompatible materials (Reacts with water, acids, metals and reducing sugars (fructose)). Store at temperatures not exceeding 40°C/104°F. Compatible storage materials may include, but not be limited to, the following: nickel and nickel alloys, steel, plastics, plastic or rubber-lined steel, FRP, or Derakane vinyl ester resin. Do not allow material to freeze.

8. Exposure controls and personal protection

Control Parameters

Occupational Exposure Limits

CAS No.	Ingestion	Source	Value
1310-73-2	Sodium hydroxide	OSHA	TWA 2 mg/m3
		ACGIH	Ceiling: 2 mg/m3
		NIOSH	Ceiling 2 mg/m3
7647-14-5	Sodium chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Exposure controls

Eyes	Wear chemical goggles and/or face shield.
Skin	Chemical impervious gloves. Wear chemical resistant clothing.
Respiratory protection	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level, an approved respirator must be worn. Respirator type: Chemical respirator with organic vapor cartridge and full facepiece.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse. Routinely wash work clothing and protective equipment to remove contaminants.
Engineering Controls	Good general ventilation should be considered. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Safety Data Sheet

9. Physical and chemical properties

Physical State	Liquid
Appearance	Colorless to Slightly Hazy Liquid
Odor	Odorless
Odor threshold	Not Measured
pH	14
Melting point / freezing point	50 - 53 °F (10 - 11.67 °C) (50% solution)
Initial boiling point and boiling range	266 - 284 °F (130 - 140 °C) (50% solution)
Flash Point	Not Applicable
Evaporation rate	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Not Measured
Vapor pressure (Pa)	23.76 mm Hg (approximately) (77 °F (25 °C))
Relative Density	1.525 (50% solution)
Specific Gravity	1.11 - 1.53
Solubility in Water	Complete
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured

Other information

Molecular formula	NaOH
Molecular weight	40.1 g/mol

10. Stability and reactivity

Reactivity	Contact with metal may release flammable hydrogen gas.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Reacts violently with strong acids. This product may react with oxidizing agents. Do not mix with other chemicals. Corrosive to aluminum, tin, zinc, copper and most alloys in which they are present including brass and bronze. Corrosive to steels at elevated temperatures above 40°C (104°F).
Incompatible materials	Oxidizing agents. Acids. Phosphorus. Aluminum. Zinc. Tin. Initiates or catalyzes violent polymerization of acetaldehyde, acrolein or acrylonitrile.
Hazardous decomposition products	Contact with metals (aluminum, zinc, tin) and sodium tetrahydroborate liberates hydrogen gas.

11. Toxicological information

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LD50, mg/L/4hr	Inhalation Dust/Mist LD50, mg/L/4hr	Inhalation Gas LD50, ppm
Sodium hydroxide - (1310-73-2)	6,600.00, Mouse - Category: NA	1,350.00, Rabbit - Category: 4	600.00, Mouse - Category: NA	No data available	No data available
Sodium chloride - (7647-14-5)	1,350.00, Rabbit - Category: 4	100.00, Rat - Category: 2	40.00, Mouse - Category: NA	10,500.00, Rat - Category: NA	No data available

Ingestion	Causes digestive tract burns. Harmful if swallowed.
Inhalation	May cause irritation to the respiratory system.
Skin contact	Causes severe skin burns.
Eye contact	Causes severe eye burns. Causes serious eye damage.

Safety Data Sheet

11. Toxicological information (Cont.)

Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result.
Acute toxicity	Harmful if swallowed
Acute Toxicity (mouth)	Not Applicable
Acute Toxicity (skin)	May be harmful in contact with skin.
Acute Toxicity (inhalation)	Not Applicable
Skin corrosion/irritation	Causes severe skin burns and eye damage.
Eye damage/irritation	Causes serious eye damage.
Sensitization (respiratory)	Not Applicable
Sensitization (skin)	Not Applicable
Germ toxicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
Reproductive Toxicity	No data available
Specific target organ systemic toxicity (single exposure)	Not available
Specific target organ systemic Toxicity (repeated exposure)	Not available
Aspiration hazard	Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia.
Chronic effects	Prolonged exposure may cause chronic effects.

12. Ecological information

Toxicity - Harmful to aquatic life.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Sodium hydroxide - (1310-73-2)	196.00, Poecilia reticulata	40.38, Ceriodaphnia dubia	Not Available
Sodium chloride - (7647-14-5)	1,100.00, Freshwater Fish	3,310.00, Daphnia magna	Not Available

Persistence and degradability	Expected to degrade rapidly in air.
Bioaccumulative potential	The product is not expected to bioaccumulate.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Waste treatment methods:	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Waste from material:	The waste code should be assigned in discussion between the user, the producer and the waste disposal company. Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner.
Container Management:	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

Safety Data Sheet

14. Transport information

Transport hazard class(es)	
UN / NA Number:	UN1824
UN Proper shipping name	Sodium hydroxide solution
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Sodium hydroxide solution
DOT Hazard Class	8
DOT Label:	8
DOT Packing Group:	II
CERCLA/DOT RQ:	1000 lbs.
Environmental hazards:	IMDG Marine Pollutant: No
Special precautions for user:	Read safety instructions, SDS and emergency procedures before handling.

15. Regulatory information

Regulatory Overview:	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.	
US EPA Tier II Hazards:	Fire:	No
	Sudden Release of Pressure:	No
	Reactive:	Yes
	Immediate (Acute):	Yes
	Delayed (Chronic):	No
SARA 302 Extremely Hazardous Substance:		No
SARA 311/312 Chemicals :		Yes
SARA 313 (TRI)		No
CAA Section 112 Hazardous Air Pollutant		No
CAA Section 112R Risk Management Plan		No
State Regulations:	N.J. RTK Substances (>1%)	Not listed
	Penn RTK Substances (>1%)	Listed
	California Prop 65	Not listed

16. Other information

NSF Maximum Use Level (STD 60): Check BOL for facility Data. (100 to 250 mg/L)

Revision Information: 1/1/2017 – Section 3. Sodium hydroxide - Weight % corrected (10 – 52%).

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.

PRODUCT SPECIFICATIONS

SODIUM HYDROXIDE LIQUID 50% DIAPHRAGM Caustic Soda Liquid 50% Diaphragm

PROPERTY	MINIMUM	MAXIMUM
Sodium Hydroxide (NaOH), Wt. %	49.00	51.50
Sodium Oxide (Na ₂ O), Wt. %	38.00	40.00
Sodium Carbonate, Wt. % Max.	—	0.30
Sodium Chloride, Wt. % Max.	—	1.10
Sodium Sulfate, ppm Wt. % Max.	—	600.00
Iron, ppm Max.	—	7.00



PRODUCT SPECIFICATIONS

SODIUM HYDROXIDE LIQUID 50% MEMBRANE Caustic Soda Liquid 50% Membrane

PROPERTY	MINIMUM	MAXIMUM
Sodium Hydroxide (NaOH), Wt. %	49.00	51.50
Sodium Oxide (Na ₂ O), Wt. %	38.00	40.00
Sodium Carbonate, Wt. % Max.	—	0.10
Sodium Chloride, ppm Wt. % Max.	—	100.00
Sodium Chlorate, ppm Wt. %	—	65.00
Sodium Sulfate, ppm Wt. % Max.	—	100.00
Iron, ppm Max.	—	5.00



Safety Data Sheet

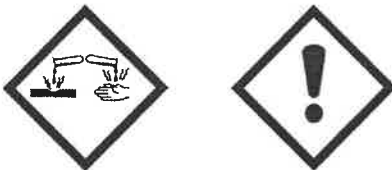
1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: Caustic Soda (All Grades)
Synonyms: Caustic Soda Solution, Sodium Hydroxide Solution
Intended use: pH neutralizer , Pulping and Bleaching, Detergent, Soaps
Uses Advised Against: None known

Company Identification: PVS DX Inc.
 Petra Chemical
 1919 Jacintoport Blvd
 Houston , TX 77015

Emergency :
CHEMTREC (USA) (800) 424-9300
24 hour Emergency Telephone No. (281) 457-4888
www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Corrosive to metals	Category 1
Health hazards	Acute toxicity, oral Causes severe skin burns and eye damage Causes serious eye damage	Category 4 Category 1A Category 1
Environmental hazards	Hazardous to the aquatic environment, acute hazard.	Category 3
Label elements Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.		
		
Signal Word	Danger	
Hazard Statements	Causes severe skin burns and eye damage. May be corrosive to metals. Harmful if swallowed.	
Precautionary Statements		
Prevention	Keep only in original container. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Do not breathe mist or vapor. Wash thoroughly after handling. Avoid release to the environment.	
Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN: Take off immediately all contaminated clothing. Rinse skin with shower/ water. Wash contaminated clothing before reuse. IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. Immediately call a POISON CENTER or doctor / physician. Collect spillage.	
Storage	Store locked up.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

3. Composition/information on ingredients

Synonyms: Caustic Soda Solution, Sodium Hydroxide Solution

Ingredient	CAS Number	Weight %	
Sodium hydroxide	1310-73-2	10 - 52	Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.
Sodium chloride	7647-14-5	1.0 - 10	Substance classified with a health or environmental hazard.

Safety Data Sheet

4. First aid measures

General	Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult. Call emergency medical care.
Eyes	Irrigate copiously with clean fresh water for at least 10 minutes, holding the eyelids apart and seek medical attention. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Skin	Remove contaminated clothing. Wash skin thoroughly with water for at least 15-20 minutes. Get medical attention immediately! Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes.
Ingestion	If accidentally swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting. Immediately rinse mouth and drink plenty of water. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Never give anything by mouth to an unconscious person. Do not use mouth-to-mouth method if victim ingested the substance.

Most important symptoms and effects, both acute and delayed

Overview	Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed. Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result. Symptoms may include stinging, tearing, redness, swelling, and blurred vision.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Symptoms may be delayed. Keep victim under observation. EYES: Causes serious eye damage. SKIN: May be harmful in contact with skin. Causes severe skin burns and eye damage.

5. Fire-fighting measures

Extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media appropriate for surrounding area.
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire. Do not use halogenated extinguishing agents.
Special hazards arising from the substance or mixture	Sodium oxide. Decomposition by reaction with certain metals releases flammable and explosive hydrogen gas. Do not breathe mist / vapors / spray.
Special protective equipment and precautions for firefighters	Fire fighters should enter the area only if they are protected from all contact with the material. Full protective clothing, including self-contained breathing apparatus, coat, pants, gloves, boots and bands around legs, arms, and waist, should be worn. No skin surface should be exposed
Advice for fire-fighters	Fire fighters should enter the area only if they are protected from all contact with the material. Full protective clothing, including self-contained breathing apparatus, coat, pants, gloves, boots and bands around legs, arms, and waist, should be worn. No skin surface should be exposed. Move containers from fire area if you can do so without risk. Use water spray to cool containers. ERG Guide No. 154

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe mist or vapor. Use only with adequate ventilation. Wear appropriate personal protective equipment. Transfer and storage systems should be compatible and corrosion resistant. Observe good industrial hygiene practices. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Local authorities should be advised if significant spillages cannot be contained
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Safety Data Sheet

6. Accidental release measures (Cont.)

Environmental precautions	Avoid discharge into drains, waterways or onto ground. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb spill with inert material (e.g., dry sand or earth), then place in a chemical waste container. Following product recovery, flush area with water. Small Spills: Absorb spill with vermiculite or other inert material. Clean surface thoroughly to remove residual contamination. Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS.
Methods and material for containment and cleaning up	CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover. As an immediate precautionary measure, isolate spill or leak area in all directions. Keep unauthorized personnel away. Stay upwind. Keep out of low areas. Ventilate enclosed areas.

7. Handling and storage

Precautions for safe handling	Use caution when combining with water; DO NOT add water to caustic; ALWAYS add caustic to water while stirring to minimize heat generation. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe mist or vapor. Use only with adequate ventilation. Wear appropriate personal protective equipment. Transfer and storage systems should be compatible and corrosion resistant. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Keep container tightly closed. Store in a cool, dry, well-ventilated place. Store in corrosive resistant container with a resistant inner liner. Store away from incompatible materials (Reacts with water, acids, metals and reducing sugars (fructose)). Store at temperatures not exceeding 40°C/104°F. Compatible storage materials may include, but not be limited to, the following: nickel and nickel alloys, steel, plastics, plastic or rubber-lined steel, FRP, or Derakane vinyl ester resin. Do not allow material to freeze.

8. Exposure controls and personal protection

Control Parameters

Occupational Exposure Limits

CAS No.	Ingestion	Source	Value
1310-73-2	Sodium hydroxide	OSHA	TWA 2 mg/m3
		ACGIH	Ceiling: 2 mg/m3
		NIOSH	Ceiling 2 mg/m3
7647-14-5	Sodium chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Exposure controls

Eyes	Wear chemical goggles and/or face shield.
Skin	Chemical impervious gloves. Wear chemical resistant clothing.
Respiratory protection	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level, an approved respirator must be worn. Respirator type: Chemical respirator with organic vapor cartridge and full facepiece.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse. Routinely wash work clothing and protective equipment to remove contaminants.
Engineering Controls	Good general ventilation should be considered. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Safety Data Sheet

9. Physical and chemical properties

Physical State	Liquid
Appearance	Colorless to Slightly Hazy Liquid
Odor	Odorless
Odor threshold	Not Measured
pH	14
Melting point / freezing point	50 - 53 °F (10 - 11.67 °C) (50% solution)
Initial boiling point and boiling range	266 - 284 °F (130 - 140 °C) (50% solution)
Flash Point	Not Applicable
Evaporation rate	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Not Measured
Vapor pressure (Pa)	23.76 mm Hg (approximately) (77 °F (25 °C))
Relative Density	1.525 (50% solution)
Specific Gravity	1.11 - 1.53
Solubility in Water	Complete
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured

Other information

Molecular formula	NaOH
Molecular weight	40.1 g/mol

10. Stability and reactivity

Reactivity	Contact with metal may release flammable hydrogen gas.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Reacts violently with strong acids. This product may react with oxidizing agents. Do not mix with other chemicals. Corrosive to aluminum, tin, zinc, copper and most alloys in which they are present including brass and bronze. Corrosive to steels at elevated temperatures above 40°C (104°F).
Incompatible materials	Oxidizing agents. Acids. Phosphorus. Aluminum. Zinc. Tin. Initiates or catalyzes violent polymerization of acetaldehyde, acrolein or acrylonitrile.
Hazardous decomposition products	Contact with metals (aluminum, zinc, tin) and sodium tetrahydroborate liberates hydrogen gas.

11. Toxicological information

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LD50, mg/L/4hr	Inhalation Dust/Mist LD50, mg/L/4hr	Inhalation Gas LD50, ppm
Sodium hydroxide - (1310-73-2)	6,600.00, Mouse - Category: NA	1,350.00, Rabbit - Category: 4	600.00, Mouse - Category: NA	No data available	No data available
Sodium chloride - (7647-14-5)	1,350.00, Rabbit - Category: 4	100.00, Rat - Category: 2	40.00, Mouse - Category: NA	10,500.00, Rat - Category: NA	No data available

Ingestion	Causes digestive tract burns. Harmful if swallowed.
Inhalation	May cause irritation to the respiratory system.
Skin contact	Causes severe skin burns.
Eye contact	Causes severe eye burns. Causes serious eye damage.

Safety Data Sheet

11. Toxicological information (Cont.)

Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result.
Acute toxicity	Harmful if swallowed
Acute Toxicity (mouth)	Not Applicable
Acute Toxicity (skin)	May be harmful in contact with skin.
Acute Toxicity (inhalation)	Not Applicable
Skin corrosion/irritation	Causes severe skin burns and eye damage.
Eye damage/irritation	Causes serious eye damage.
Sensitization (respiratory)	Not Applicable
Sensitization (skin)	Not Applicable
Germ toxicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
Reproductive Toxicity	No data available
Specific target organ systemic toxicity (single exposure)	Not available
Specific target organ systemic Toxicity (repeated exposure)	Not available
Aspiration hazard	Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia.
Chronic effects	Prolonged exposure may cause chronic effects.

12. Ecological information

Toxicity - Harmful to aquatic life.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Sodium hydroxide - (1310-73-2)	196.00, Poecilia reticulata	40.38, Ceriodaphnia dubia	Not Available
Sodium chloride - (7647-14-5)	1,100.00, Freshwater Fish	3,310.00, Daphnia magna	Not Available

Persistence and degradability	Expected to degrade rapidly in air.
Bioaccumulative potential	The product is not expected to bioaccumulate.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Waste treatment methods:	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Waste from material:	The waste code should be assigned in discussion between the user, the producer and the waste disposal company. Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner.
Container Management:	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

Safety Data Sheet

14. Transport information

Transport hazard class(es)	
UN / NA Number:	UN1824
UN Proper shipping name	Sodium hydroxide solution
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Sodium hydroxide solution
DOT Hazard Class	8
DOT Label:	8
DOT Packing Group:	II
CERCLA/DOT RQ:	1000 lbs.
Environmental hazards:	IMDG Marine Pollutant: No
Special precautions for user:	Read safety instructions, SDS and emergency procedures before handling.

15. Regulatory information

Regulatory Overview:	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.	
US EPA Tier II Hazards:	Fire:	No
	Sudden Release of Pressure:	No
	Reactive:	Yes
	Immediate (Acute):	Yes
	Delayed (Chronic):	No
SARA 302 Extremely Hazardous Substance:		No
SARA 311/312 Chemicals :		Yes
SARA 313 (TRI)		No
CAA Section 112 Hazardous Air Pollutant		No
CAA Section 112R Risk Management Plan		No
State Regulations:	N.J. RTK Substances (>1%)	Not listed
	Penn RTK Substances (>1%)	Listed
	California Prop 65	Not listed

16. Other information

NSF Maximum Use Level (STD 60): Check BOL for facility Data. (100 to 250 mg/L)

Revision Information: 1/1/2017 – Section 3. Sodium hydroxide - Weight % corrected (10 – 52%).

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.



CITY OF LAWTON

FINANCE DEPARTMENT

October 09, 2025

Interested Vendor:

SUBJECT: Special Instructions for Submission of Bid Packet

If you desire to submit a bid for **CL26-009 SODIUM HYDROXIDE**, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications
- Price Sheet
- W-9 Form

You must include the following items in your bid submission, or your bid shall not be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized.**
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized.**
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- W-9 Form, **original, properly signed.**

Please submit two (2) copies of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. Please submit any questions regarding specific information of the bid to BidSync: www.bidsync.com/bidsync-cas/. If any of the requested items are missing or if you have questions about the bid packet, email Jose Cardenas, Contract Administrator at jose.cardenas@lawtonok.gov.

Sincerely,

Jose Cardenas
Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Jose.Cardenas@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Bid Typed: 10/28/2025	Dates Bid Advertised:	No Bids Received After: 2 : 00pm	
Contract Number and Title:		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Brenntag Southwest, Inc. Gayle Tullier		Reason for No Bid:	
Mailing Address: 704 E. Wintergreen Rd.		Terms: 0%, Net 30 Days	
City: State: Zip: Lancaster Texas 75134		Delivery: 3 Days ARO	
Area Code and Phone Number: (972) 218-3500		Email Address: gayle.tullier@brenntag.com	
Federal Employer Identification Number or Social Security Number 75-1898372			

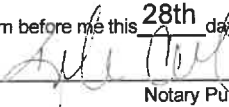
THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Texas COUNTY OF Dallas

W. Thomas Crain, Jr. of lawful age, being first duly sworn, on oath says that:

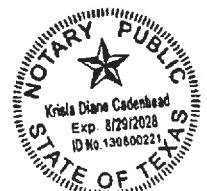
1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, 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: Brenntag Southwest, Inc.
 Address: 704 E. Wintergreen Rd.
Lancaster, Texas 75134
 (City, State, Zip)
 Phone: (972) 218-3500


 SIGNATURE OF AUTHORIZED AGENT
W. Thomas Crain, Jr., President
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 28th day of October, 2025.

 Notary Public
 My Commission expires: August 29, 2028

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/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 bid opening date. 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 Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

- 7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and 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, or minor specification deviation when considered to be in the best interest of the City.
- 9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
- 10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
- 11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
- 12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids 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 bid 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 bidder/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 or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications 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. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). 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 the 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 bidder/vendor until accepted by the ordering agency. The bidder/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 Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/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 supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor 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 invitation to bid 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, institutions and all employees of the aforementioned, 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 contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
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 on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. 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:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - 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:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/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, 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 bidder/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' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid 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 bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/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 the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid 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 bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, 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 awarding of the contract:
 - a. **General Liability:** The bidder/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 bidder/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 claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/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 showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications 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 specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/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 specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

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

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, 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 bidder/vendor prior to submission of his bid 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 bidder/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:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/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 bidder/vendor shall take affirmative action to insure 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 bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/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 this contract 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 bidder/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 bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for 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. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.
45. **COMPANIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES:** Contractor verifies that it does not have practice, policy, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or trade association as defined and provided in the Title 21 Section 1289.31 of the Oklahoma Statutes.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Texas

SS

COUNTY OF Dallas

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Brenntag Southwest, Inc.

Business Name / Contractor Name

W. Thomas Crain Jr.

Signed

Print: W. Thomas Crain, Jr.

Attested to before me this 28th day of October 2025.

[Signature]
Notary Public

My Commission Expires August 29 2028.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL26-009

Contract Number

W. Thomas Crain, Jr.

Name of Contractor (Print)

October 28, 2025

Date

W. Thomas Crain Jr.

Signature, Member of Firm or Officer of Corporation

President

Title

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-123

SPECIFICATION TITLE: Sodium Hydroxide (Diaphram Grade)

APPROVAL DATE: 10-15-03 (revised 08-05-10 & 12/12)

DELIVERY: City of Lawton Water Treatment Plant

Medicine Park, OK 73557

and/or

City of Lawton, Southeast Water Treatment Plant

4596 SE 15th Street

Lawton OK 73501

- a. Item(s) shall be delivered, FOB, to the address's shown above.
- b. Item(s) shall be delivered between the hours of 8 am and 4 pm, Monday thru Friday, except in an emergency situation or unless otherwise agreed upon.

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

DESCRIPTION:

- a. The following specifications are the minimum acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Sodium Hydroxide (NaOH)		
a	Delivered in bulk loads between 45,000 to 48,000 pounds per load. If a load is needed outside these parameters, it would not be subject to contract pricing and will be subject to spot bidding.	X	
b	Sodium Hydroxide (NaOH) %, 50%, 25% when requested	X	
c	NSF certified	X	
d	Meets AWWA Standard B501-98	X	
e	Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.	X	

**SPECIFICATION
SODIUM HYDROXIDE
(continued)**

ITEM	REQUIREMENTS / ADDITIONAL INFORMATION	COMPLY	
		Y	N
1	Vendor is to show cost for both 50% and 25% solutions. 25% solution may be used during winter months.	X	
2	Vendor to supply security information at least twenty-four (24) hours prior to delivery, ie; drivers name, license number, picture, trailer number hatch seal number via fax.	X	
3	Vendor to supply certified empty and full weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.	X	
4	Vendor to state delivery lead time. This information will be used as part of the criteria in bid evaluation.	X	
5	Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.	X	
6	Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA Standard B501-98. Plant operator will provide sample containers.	X	
7	The City shall retain one sample from EACH shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.	X	
8	All delivery charges are to be included in the unit cost and no additional delivery charges will be paid.	X	
9	The approximate annual usage for the Medicine Park plant is 2,700,000 pounds per year. The approximate annual usage for the Southeast Plant is 1,500,000 pounds per year.	X	
10	This contract is to be bid in pounds, not gallons	X	

Bid Number: CL 26-009

Bid Title: Sodium Hydroxide

Vendor Name: Brenntag Southwest, Inc.

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Sodium Hydroxide (Bulk Delivery)	4.2 M	Wet pounds	
a.	50% solution (Bulk Delivery) price for 365-day guarantee	-----	Wet pounds	\$0.2445/lb*
3.	50% solution (Bulk Delivery) price for 180-day guarantee	-----	Wet pounds	\$0.2345/lb*

* 25% Solution (Bulk Delivery) price for 365 day guarantee is \$0.1808/lb and price for 180 day guarantee is \$0.1708/lb.

Brand Bid: Brenntag

Model Bid: Sodium Hydroxide 50% and Sodium Hydroxide 25%

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant 82 E. Lake Drive Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 th Street Lawton, OK 73501

Questions regarding the attached specifications should be posted onto Bidsync at www.bidsync.com/bidsync-cas/.

Contact: Carl Gray at 580.529.2703 or carl.gray@lawtonok.gov

Estimated annual usage per plant:

Medicine Park Plant – 2,700,000 pounds
Southeast Plant -- 1,500,000 pounds

Notes:

1. This is a requirements contract.
2. There are no insurance or bond requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

Bid Number: CL 26-009

Bid Title: Sodium Hydroxide

4. WARRENTY:

- a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
- b) The vendor must also provide details, including prices, on any available extended or optional warranties.
- c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

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

What is Bidnet Direct?

State and local government agencies throughout the State of Oklahoma, like the [City of Lawton](#), utilize Bidnet Direct for distribution of solicitations - including documents and addendum, vendor management and award management. Many participating agencies also utilize the electronic bid submission option for vendors to submit responses directly online through the platform. In addition, our content team of researchers visits thousands of agency websites, newspapers, and other locations to aggregate open solicitations from non-participating agencies to alert registered vendors of matching opportunities.

How do I register on Bidnet Direct to receive City of Lawton's business opportunities?

Registration on Bidnet Direct is done online. To receive notifications of matching the City of Lawton business opportunities, simply register [here](#).

What are the registration options?

There are 4 types of registration options.

When you register, you are registering for access to not only the [City of Lawton's](#) open solicitations, but also solicitations from other participating agencies throughout Oklahoma.

Group, Statewide, and Federal options will provide you with automated notifications of participating agency matching bids and, additionally, all statewide matching government bids and/or Federal Bids.

Free registration will allow you to access documents, respond to electronic bids and more; The City of Lawton has a special arrangement where **you will receive notifications** of matching solicitations and addenda even when selecting the Free, Limited Access package.

Limited \$0	Group Agencies \$9/month <i>billed annually</i>	State & Local \$36/month <i>billed annually</i>	Federal, State & Local \$45/month <i>billed annually</i>
✓ Member agency bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids	✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids ✓ Federal bids

What information do I need to register on Bidnet Direct?

Basic registration requires key contact information for your company's main user, such as company name, address, and phone number. Once you have completed the basic registration, you will receive an email to verify your account information. After your account is verified, you will be prompted to complete additional information, including NIGP Category code selections and any applicable Disadvantage Business Enterprise (DBE) or Small Business (SB) certification information. You can start the [registration process here](#).

Will I be able to download documents?

Yes, all registered vendors can download documents from the [City of Lawton](#) along with other participating agency documents attached to matching solicitations.

I am having trouble registering or have a Bidnet Direct question, who can I contact for assistance?

Bidnet Direct's Vendor Support team is available M-F from 7 a.m. – 7 p.m. CT. You can contact us at (800) 835-4603, option 2 or support@bidnet.com.

Reservation of Rights

Our submission of a quotation in response to this bid should not be construed as an acknowledgement of our acceptance of all of the contractual terms set forth in any *subsequent* purchase order, contract, agreement, etc. to be presented at a later date to the successful bidder. Accordingly, Brenntag Southwest, Inc. reserves the right to request reasonable amendments to the contractual terms should it be the successful bidder.

CHEMICAL WARRANTY

Brenntag Southwest, Inc. warrants that upon delivery, the chemicals will meet the applicable (i) specifications, (ii) AWWA Standards and (iii) NSF/ANSI/CAN Standards for each chemical as listed in Bid Number CL26-009. Brenntag Southwest, Inc. further warrants that the chemicals will be free from all liens.



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

23 October 2025

Jose Cardenas
City Hall
212 SW 9th Street
Lawton, OK 73501

RE: CL 26-009 Sodium Hydroxide

To whom it may concern:

Thank you for this opportunity. Unfortunately, we are not able to submit a proposal for the above referenced chemical bid. However, we would like to remain on your vendor list as we are a supplier of various water and wastewater treatment chemicals; our contact information is listed below. Hopefully next year we will be able to submit a bid that meets your requirements.

PENCCO, INC.
ATTN: Jennifer Guajardo
P.O. Box 600
San Felipe, TX 77473

Also, I would like to request a copy of the bid results. If possible, please email the results to jguajardo@pencco.com ; otherwise, my fax number is 979.885.3208.

If you have any questions, please call me at 979.885.0005.

Sincerely,

Jennifer Guajardo

Jennifer Guajardo
Bid Supervisor

/lb

Bid Number: CL 26-009

Bid Title: Sodium Hydroxide

Vendor Name: Pencco, Inc.

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Sodium Hydroxide (Bulk Delivery)	4.2 M	Wet pounds	no bid
a.	50% solution (Bulk Delivery) price for 365-day guarantee	-----	Wet pounds	no bid
3.	50% solution (Bulk Delivery) price for 180-day guarantee	-----	Wet pounds	no bid

Brand Bid: _____

Model Bid: _____

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant 82 E. Lake Drive Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 th Street Lawton, OK 73501

Questions regarding the attached specifications should be posted onto Bidsync at
www.bidsync.com/bidsync-cas/.

Contact: Carl Gray at 580.529.2703 or carl.gray@lawtonok.gov

Estimated annual usage per plant:

Medicine Park Plant -- 2,700,000 pounds
Southeast Plant -- 1,500,000 pounds

Notes:

1. This is a requirements contract.
2. There are no insurance or bond requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.



CITY OF LAWTON

FINANCE DEPARTMENT

TO: Rusty Whisenhunt, Director of Public Utilities

FROM: Jose Cardenas, Contract Administrator

SUBJECT: Contract Expiration Notification

DATE: October 06, 2025

Contract Name: **Sodium Hydroxide**

Contract Number: **CL23-010**

The above contract can no longer be extended. This contract will expire on **February 29, 2029**. You are asked to review the contract and make a recommendation on what action should be taken. Please provide your response as soon as possible or before **October 30, 2025**.

Current vendors: Petra Chemical Company, LLC

If you decide that the contract is still necessary, action must be taken to rebid this contract. You will need to submit your department recommendation memo, gold sheet, and the specifications and price sheet. If you determine that the contract is no longer necessary, we must notify the vendor of your decision.

Please provide detailed written response to this letter.

The point of contact for this item is jose.cardenas@lawtonok.gov

Jose Cardenas

Contract Administrator, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328
WWW.LAWTONOK.GOV

Bid Number: CL 26-009

Bid Title: Sodium Hydroxide

Vendor Name: _____
(please complete above information)

Price Bid
(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Sodium Hydroxide (Bulk Delivery)	4.2 M	Wet pounds	
a.	50% solution (Bulk Delivery) price for 365-day guarantee	-----	Wet pounds	
3.	50% solution (Bulk Delivery) price for 180-day guarantee	-----	Wet pounds	

Brand Bid: _____ **Model Bid:** _____

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant 82 E. Lake Drive Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 th Street Lawton, OK 73501

**Questions regarding the attached specifications should be posted onto Bidsync at
www.bidsync.com/bidsync-cas/.**

Contact: Carl Gray at 580.529.2703 or carl.gray@lawtonok.gov

Estimated annual usage per plant:

Medicine Park Plant – 2,700,000 pounds
Southeast Plant -- 1,500,000 pounds

Notes:

1. This is a requirements contract.
2. There are no insurance or bond requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

4. WARRENTY:

- a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
- b) The vendor must also provide details, including prices, on any available extended or optional warranties.
- c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

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

X **REQUEST FOR BIDS**
(FOR PURCHASES OVER \$50,000)
 REQUEST FOR PROPOSALS

TO: Financial Services

DATE: 10/6/2025

FROM: Public Utilities (DEPARTMENT)

SEWTP/MPWTP (DIVISION) Carl Gray (POINT OF CONTACT)

1. ITEM DESCRIPTION: Sodium Hydroxide

2. BUDGETED:

Yes X Amount Budgeted \$1,029,000 Account Number 7006509-51015 and 7006510-51015

No Estimated Amount Attach Copy of Approved Transfer Request

3. TYPE OF CONTRACT:

 One-time Purchase (Attach copy of the requisition)

 X Requirements Contract

4. PREVIOUSLY APPROVED SPECIFICATIONS:

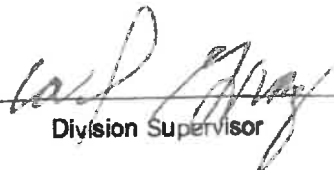
 X Yes Specifications Number & Date Approved: M-123 8/5/10 & 12/12

 No Attach a copy of detailed specification for item in correct format.

5. KNOWN SOURCES OF SUPPLY: (Include all sources which have bid on similar items within the preceding three (3) years.)

FIRM:	ADDRESS:	EMAIL:
Petra Chemical Co.	2929 Storey Ln. Dallas, TX 75220	214-352-1900 pctrans-blendsales@petrachem.com
Brenntag SW Inc. (Chris Sweden)	RT 2 Box 352-200 Nowata, OK 740484	chris.sweeden@brenntag.com
Chameleon Industries Inc. (Chino Garza)	PO Box 853027 Mesquite, TX 75185	972-880-1493 chino@chameleonindustriesinc.com
Penco (Sarah)	PO Box 600 San Felipe, TX 77473	979-987-7979 sarah@penco.com
TR International Trading Co.	102nd Pl Edmonds, WA 98020	206-505-3500 karen.wheaton@trichemicals.com
DPC Industries (Ryan Brown)	PO Box 59 Cleburn, TX 76033	956-345-9445 rbrown@dkygroup.com
Chemtrade Logistics	155 Gordon Baker Rd. North York, ON M2H #n5, Canada	844 204 9672 bids.chemtrade.logistics.com
Gasochem International Lic	Pemberton Crescent Dr. Houston, TX 77025	713-900-5046 9509 charu@gasochem.com
Univar Solutions USA Inc (Dewey Vickroy)	dewey.vickroy@univarsolutions.com	918-370-5506 8201 S 212th St. Kent, WA 98032

6. COMMENTS:


Division Supervisor


Department Director

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-123

SPECIFICATION TITLE: Sodium Hydroxide (Diaphram Grade)

APPROVAL DATE: 10-15-03 (revised 08-05-10 & 12/12)

DELIVERY: City of Lawton Water Treatment Plant

Medicine Park, OK 73557

and/or

City of Lawton, Southeast Water Treatment Plant

4596 SE 15th Street

Lawton OK 73501

- a. Item(s) shall be delivered, FOB, to the address's shown above.
- b. Item(s) shall be delivered between the hours of 8 am and 4 pm, Monday thru Friday, except in an emergency situation or unless otherwise agreed upon.

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

DESCRIPTION:

- a. The following specifications are the minimum acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Sodium Hydroxide (NaOH)		
a	Delivered in bulk loads between 45,000 to 48,000 pounds per load. If a load is needed outside these parameters, it would not be subject to contract pricing and will be subject to spot bidding.		
b	Sodium Hydroxide (NaOH) %, 50%, 25% when requested		
c	NSF certified		
d	Meets AWWA Standard B501-98		
e	Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.		

**SPECIFICATION
SODIUM HYDROXIDE
(continued)**

ITEM	REQUIREMENTS / ADDITIONAL INFORMATION	COMPLY	
		Y	N
1	Vendor is to show cost for both 50% and 25% solutions. 25% solution may be used during winter months.		
2	Vendor to supply security information at least twenty-four (24) hours prior to delivery, ie; drivers name, license number, picture, trailer number hatch seal number via fax.		
3	Vendor to supply certified empty and full weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.		
4	Vendor to state delivery lead time. This information will be used as part of the criteria in bid evaluation.		
5	Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.		
6	Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA Standard B501-98. Plant operator will provide sample containers.		
7	The City shall retain one sample from EACH shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.		
8	All delivery charges are to be included in the unit cost and no additional delivery charges will be paid.		
9	The approximate annual usage for the Medicine Park plant is 2,700,000 pounds per year. The approximate annual usage for the Southeast Plant is 1,500,000 pounds per year.		
10	This contract is to be bid in pounds, not gallons		

Item Title:

Consider approving the renewal of the Hartford Crimeshield Advanced Policy, in the amount of \$9,408.00, effective January 1, 2026.

Initiator: Jari Askins, Interim City Attorney

Information Source: Timothy Wilson, Interim City Attorney

Background:

The City has a current Hartfield Crimeshield Advanced Policy in place. Coverage includes \$1 Million in employee theft subject to a \$10,000 deductible, \$1 Million in faithful performance coverage subject to a \$10,000 deductible, \$50,000 coverage for money orders and counterfeit Currency, \$25,000 coverage for investigative expenses, \$25,000 coverage for Computer Systems Restoration Expenses subject to a \$1,000 deductible and \$25,000 coverage for Identity Recovery Expenses Reimbursement. Virtual currency is included with a sublimit of \$15,000 per occurrence, subject to a \$5,000 deductible. There is not change in premium with the renewal. Renewal quote is attached.

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

Renewal Quote and Current Policy

Key Issues:

N/A

Funding Source:**Recommended Action:**

Approve renewal of the Hartford Crimeshield Advanced Policy.

ATTACHMENTS:

1. FA 022810826Q1_Quote
2. Crime Policy

Hartford Financial Products RENEWAL QUOTATION



11/2/2025

To: **KIMBERLY BOURLAND**

Firm: INSURICA INSURANCE SERVICES LLC
Address: PO BOX 25928
City/State: OKLAHOMA CITY, OK 73125
Tel: 580-585-4022
E-mail: KIMBERLY.BOURLAND@INSURICA.COM

From: **MADISON JOHNSON**

Department: Middle Market Executive Liability
Address:
City/State:
Tel: 1-469-287-1070
E-mail: MADISON.JOHNSON@THEHARTFORD.COM

Please read this document carefully. This temporary and conditional Quote of Insurance contains time sensitive requirements to bind coverage.

Insured Name: CITY OF LAWTON
212 SW 9TH STREET
LAWTON, OK 73501

Proposed Renewal of Policy Number: 38 FA 0228108-25

Proposed Policy Period: 01/01/2026 - 01/01/2027

Policy Form: THE HARTFORD CRIMESHIELD ADVANCED POLICY - CA00H00300 0909

Insuring Company: HARTFORD FIRE INSURANCE CO., an **Admitted** Company

Payment Terms: Within 30 days, and no later than 01/31/2026

Commission percentages shown are for direct commission only and do not include any applicable contingent commission or other forms of compensation.

Based upon the information provided regarding the above captioned account, we are pleased to provide you with the following temporary and conditional Quote for Insurance on behalf of the HARTFORD FIRE INSURANCE CO. **HARTFORD FIRE INSURANCE CO. is a member of The Hartford Insurance Group and is rated A+ (Superior), XV (\$2 billion or more in capital and surplus and conditional reserves) by A.M. Best.**

Please note that this Insurer is admitted to provide this coverage in the state of OK. It is your agency's/brokerage's responsibility to conform with the Laws & Regulations of the applicable jurisdiction, including, but not limited to, payment of premium taxes, procuring of affidavits and compliance with surplus lines laws.

Please be advised in those jurisdictions where countersignature is required, The Hartford will use its designated countersignature agent unless you request and receive authorization from The Hartford for use of an alternative countersignature agent. Responsibility for fees will be borne by you.

The Field Fidelity Department is an underwriting unit of Hartford Financial Products (HFP), one of the largest domestic providers of management liability insurance. HFP is a division of the member companies of The Hartford Financial Services Group, Inc. (NYSE:HIG). Through our individual underwriting units we offer a host of insurance products for management and professional liability including **Directors & Officers, Cyber Liability, Fiduciary/Fidelity, General Partnership, Errors and Omissions, and Employment Practices**. HFP is among the market leaders in providing innovative financial products including **Representations & Warranties**. If you would like to inquire further about any coverage listed above, please do not hesitate to contact us or to explore our web site at [The Hartford](#).

We appreciate this opportunity to work with you and look forward to discussing this temporary and conditional quote in further detail.

This quote is valid for 30 days from 11/2/2025 or until the inception date of the Proposed Policy Period, whichever date first arrives.

Option 1	CrimeSHIELD Advanced	Limit of Insurance*	Deductible**
	IA1 - EMPLOYEE THEFT	\$1,000,000	\$10,000
	IA2 - EMPLOYEE THEFT CLIENT PREMISES	N/A	N/A
	IA3 - COMPUTER AND FUNDS TRANSFER FRAUD	N/A	N/A
	IA4 - INSIDE THE PREMISES - MONEY, SECURITIES AND OTHER PROPERTY	N/A	N/A
	IA5 - OUTSIDE THE PREMISES - MONEY, SECURITIES AND OTHER PROPERTY	N/A	N/A
	IA6 - DEPOSITORS FORGERY OR ALTERATION	N/A	N/A
	IA7 - CREDIT, DEBIT OR CHARGE CARD FORGERY	N/A	N/A
	IA8 - MONEY ORDERS AND COUNTERFEIT CURRENCY	\$50,000	\$0
	IA9 - INVESTIGATIVE EXPENSES	\$25,000	\$0

IA10 - COMPUTER SYSTEMS RESTORATION EXPENSES	\$25,000	\$1,000
IA11 IDENTITY RECOVERY EXPENSES REIMBURSEMENT	\$25,000	N/A
ANNUAL PREMIUM:***	\$9,408	

* *LIMIT OF INSURANCE: In excess of the primary attachment point or primary deductible.*

** *ATTACHMENT POINT / DEDUCTIBLE: Each Claim.*

*** *Statutory taxes, fees and/or guarantee fund taxes and other applicable state specific premium surcharges are separate and in addition to the indicated premium.*

POLICY BILLING INFORMATION
Type: Broker Bill Return Remittance to: Via Check (Made payable to Hartford Fire Insurance Company) Hartford Fire Insurance Company C/O Bank of America 3793 Collection Center Dr. Chicago, IL 60693 Via Wire Transfer ABA Number: 026-009-593 For Account: Hartford Fire Ins. Co. Account Number: 375-157-7481 Reference: 00 38 FA 0228108-25 25 CITY OF LAWTON For billing inquiries email us at HFP-Billing@thehartford.com.

ENDORSEMENTS, EXCLUSIONS AND LIMITATIONS

Form Number	Name	Applicable to Option #
CA00H12601	<u>BOND BILLING STATEMENT</u>	1
CA00H00200	<u>CRIMESHIELD ADVANCED POLICY DECLARATIONS</u>	1
CA00H00300	<u>THE HARTFORD CRIMESHIELD ADVANCED POLICY</u>	1
CA00H10000	<u>ADD FAITHFUL PERFORMANCE OF DUTY - WITH SUBLIMIT</u>	1
HG00H00901	<u>AMEND MAILING ADDRESS FOR NOTICE ENDORSEMENT</u>	1
CA00H09300	<u>AMENDMENT FOR GOVERNMENTAL ENTITIES</u>	1
CA00H15500	<u>DECEPTION FRAUD ENDORSEMENT</u>	1
CA00H15600	<u>INCLUDE COVERAGE FOR VIRTUAL CURRENCY - SUBLIMITED</u>	1
CA00H00700	<u>JOINT INSURED</u>	1
CA00H07800	<u>JOINT LOSS PAYABLE</u>	1
CA35H00400	<u>OKLAHOMA AMENDATORY ENDORSEMENT</u>	1
CA35H00500	<u>OKLAHOMA CANCELLATION AND NONRENEWAL ENDORSEMENT</u>	1
HG00H12900	<u>U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")</u>	1
HR00H09300	<u>PRODUCER COMPENSATION NOTICE</u>	1

Note: Endorsement titles are used for ease of reference only. If you have questions regarding the scope of the above endorsements, please request a specimen copy using the corresponding form number above.

SUBJECTIVITIES

This quote is subject to the underwriter's receipt review and acceptance of the following prior to binding:

N/A

This group of subjectivities is required **prior to binding**, and in the event that they are not received, reviewed and accepted, The Hartford fully reserves its rights to amend the Policy. In addition, we do not waive any rights or defenses we may have in connection with the Policy, nor are we estopped from asserting all or any defenses that we may have available to us under the Policy.

This is a temporary and conditional quote and is conditioned upon underwriter's **receipt, review and acceptance** of the additional information specified above. If any such information is not received, reviewed and accepted by The Hartford, then we will take any and all action appropriate and allowed under state law, including but not limited to voiding *ab initio* and/or canceling this temporary and conditional quote and any binder issued pursuant thereto.

Please be aware that if prior to the effective date of binding coverage there is: a) any material change in the information requested by and/or submitted to The Hartford, or b) any material change in the hazard or risk contemplated in this quotation, the applicant must advise The Hartford immediately

and prior to the effective date of the policy period. The Hartford fully reserves its rights with respect to the acceptance or denial of this risk in the event of any of the above.

Additionally, please be aware that if prior to the effective date of binding coverage there is any claim made against any insured or any notice of potential claim, occurrence, circumstance or wrongful act given under the expiring policy (if applicable), then we will take any and all action appropriate and allowed under state law, including but not limited to voiding *ab initio* and/or canceling this temporary and conditional quote and binder issued pursuant thereto.



HARTFORD FIRE INSURANCE CO.

Date: 11/2/2025

Producer Code: 38383643

INSURICA INSURANCE SERVICES LLC
221 C AVENUE
LAWTON, OK 73501

Producer's Advice of Premium for Fidelity

Insured: CITY OF LAWTON
Policy #: 38 FA 0228108-25
Policy Term: 01/01/2026 - 01/01/2027
Type of Policy: CRIMESHIELD ADVANCED
Billing Term: ANNUAL
Billing Type: HFP BILL
Transaction Type: RENEWAL

Premium
\$ 9,408

Comments:

PLEASE NOTE THAT THIS IS A PRODUCER'S ADVICE OF PREMIUM ONLY. AN ORIGINAL INVOICE WILL BE SENT DIRECTLY TO YOUR ACCOUNTING DEPARTMENT.

SPECIMEN

**THE HARTFORD CRIMESHIELDSM ADVANCED
DECLARATIONS**



HARTFORD FIRE INSURANCE CO.
Hartford Plaza, Hartford, CT 06115,
A stock insurance company, herein called the Insurer

Policy Number: 38 FA 0228108-25

ITEM 1. Named Insured:

CITY OF LAWTON

Producer: Code, Name and Address:

38383643
INSURICA INSURANCE SERVICES LLC
221 C AVENUE
LAWTON, OK 73501

ITEM 2. Address

212 SW 9TH STREET
LAWTON, OK 73501

ITEM 3. Policy Period: From 12:01 a.m. on 01/01/2026 Inception Date To 12:01 a.m. on 01/01/2027 Expiration Date
(Standard Time at your mailing address)

ITEM 4. Coverages, Limits of Insurance and Deductibles: Only Those **Insuring Agreements** That Are Designated With An "X" Are Included Under This Policy

	Limit of Insurance	Deductible Amount
☒ Insuring Agreement 1 Employee Theft	\$1,000,000	\$10,000
☐ Insuring Agreement 2 Employee Theft Client Premises	\$N/A	\$N/A
☐ Insuring Agreement 3 Computer And Funds Transfer Fraud	\$N/A	\$N/A
☐ Insuring Agreement 4 Inside The Premises Money, Securities and Other Property	\$N/A	\$N/A
☐ Insuring Agreement 5 Outside The Premises Money, Securities and Other Property	\$N/A	\$N/A
☐ Insuring Agreement 6 Depositors Forgery or Alteration	\$N/A	\$N/A
☐ Insuring Agreement 7 Credit, Debit Or Charge Card Forgery	\$N/A	\$N/A
☒ Insuring Agreement 8 Money Orders And Counterfeit Currency	\$50,000	\$0
☒ Insuring Agreement 9 Investigative Expenses	\$25,000	\$0
☒ Insuring Agreement 10 Computer Systems Restoration Expenses	\$25,000	\$1,000
☒ Insuring Agreement 11 Identity Recovery Expenses Reimbursement	\$25,000	\$N/A

ITEM 5. Form numbers of Endorsements Forming Part of this Policy When Issued:

ITEM 6. Cancellation of Prior Insurance: By acceptance of this **Policy** the "Insured" gives the Insurer notice cancelling prior policies or bonds numbered: FA 02281082501 the cancellations to be effective at the time this **Policy** becomes effective.

ITEM 7. ADDRESS FOR NOTICES TO THE INSURER

(A) For Claims:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPClaims@thehartford.com

Fax: (917) 464-6000

(B) For other than Claims:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPEXpress@thehartford.com

Fax: (866) 586-4550



Authorized Representative

11/02/2025

Date

THE HARTFORD CRIMESHIELDSM ADVANCED

I. CONSIDERATION CLAUSE

In exchange for the payment of premium and subject to the Declarations, Insuring Agreements, Exclusions, General Conditions, Definitions and terms of this Policy, the Insurer and "Insured" agree as follows:

ONLY THOSE INSURING AGREEMENTS THAT ARE DESIGNATED WITH AN "X" ON THE POLICY DECLARATIONS PAGE ARE INCLUDED UNDER THIS POLICY.

II. INSURING AGREEMENTS

INSURING AGREEMENT 1. - EMPLOYEE THEFT

The Insurer will pay for loss of or damage to "money", "securities" and "other property" incurred by the "Insured" which results directly from "theft" by an "employee", whether or not identifiable, while acting alone or in collusion with other persons.

INSURING AGREEMENT 2. - EMPLOYEE THEFT CLIENT PREMISES

The Insurer will pay for loss of or damage to "money", "securities" and "other property" sustained by the "Insured's" "client" when such loss results directly from "theft" on said "client's premises" by the "Insured's" identified "employee".

INSURING AGREEMENT 3. - Computer And Funds Transfer Fraud

1. The Insurer will pay for loss of and loss from damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of such "money", "securities" and "other property" from inside the "premises" or "banking premises":
 - a. to a person (other than a "messenger") outside those "premises"; or
 - b. to a place outside those "premises".
2. The Insurer will pay for loss of "money" or "securities" through "funds transfer fraud" resulting directly from "fraudulent transfer instructions" communicated to a "financial institution" and instructing such institution to pay, deliver, or transfer "money" or "securities" from the "Insured's" "transfer account".

INSURING AGREEMENT 4. - INSIDE THE PREMISES *Money, Securities and Other Property*

1. The Insurer will pay for loss of "money" and "securities" inside the "premises" or "banking premises" resulting directly from "theft", disappearance or destruction.
2. The Insurer will pay for loss of or damage to "other property":
 - a. inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
 - b. inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
3. The Insurer will pay for loss from damage to the "premises" or its exterior resulting from an actual or attempted:
 - a. "theft" of "money" or "securities"; or
 - b. "robbery" or "safe burglary" of "other property"if the "Insured" is the owner of the "premises" or is liable for damage to it.

4. The Insurer will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" or unlawful entry into those containers.

INSURING AGREEMENT 5. - OUTSIDE THE PREMISES *Money, Securities and Other Property*

1. The Insurer will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
2. The Insurer will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

INSURING AGREEMENT 6. - DEPOSITORS FORGERY OR ALTERATION

1. The Insurer will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - a. made or drawn upon the "Insured"; or
 - b. made or drawn by one acting as the "Insured's" agent and drawn on the "Insured's" account or that are purported to have been so made or drawn.
2. The Insurer will treat mechanically or electronically produced or reproduced signatures the same as handwritten signatures.
3. If the "Insured" is sued for refusing to pay any instrument in 1. above, on the basis that it has been forged or altered and the "Insured" has the Insurer's written consent to defend against that suit, the Insurer will pay for any reasonable legal expenses that the "Insured" incurs and pays in such defense. The amount that the Insurer will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement. If a Deductible Amount applies to this Insuring Agreement, the Insurer will also apply it to the amount of legal expenses incurred in this Insuring Agreement.
4. The "Insured" must include with the "Insured's" proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss and describing both sides of said instrument.

INSURING AGREEMENT 7. - CREDIT, DEBIT OR CHARGE CARD FORGERY

The Insurer will pay for loss which results directly from forgery or alteration of written instruments required in conjunction with any credit, debit, or charge card issued to the "Insured" or any "employee" for business use.

INSURING AGREEMENT 8. - MONEY ORDERS AND COUNTERFEIT CURRENCY

1. The Insurer will pay for loss resulting directly from the "Insureds" having accepted in good faith and in the regular course of business, in exchange for merchandise, "money" or services:
 - a. money orders issued by any post office, express company or bank in any country that are not paid upon presentation; or
 - b. "counterfeit" paper currency of any country that is acquired during the regular course of business.

Unless otherwise shown in the Declarations, the Limit of Insurance under this Insuring Agreement is \$50,000 and there is no deductible applying to loss covered under this Insuring Agreement.

INSURING AGREEMENT 9 - INVESTIGATIVE EXPENSES

The Insurer will pay for reasonable "investigative expenses" incurred and paid by the "Insured" per "occurrence" to establish the existence and determine the amount of loss covered under Insuring Agreements 1. through 8. if elected, provided that the amount of direct covered loss exceeds the Deductible Amount applicable to such covered loss.

INSURING AGREEMENT 10. - COMPUTER SYSTEMS RESTORATION EXPENSES

The Insurer will pay for "computer systems restoration expense" resulting directly from any loss covered under INSURING AGREEMENT 1. - EMPLOYEE THEFT, INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES or INSURING AGREEMENT 3. - COMPUTER AND FUNDS TRANSFER FRAUD incurred by the "Insured" but only if such covered loss is in excess of the Deductible applicable to such covered loss.

INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT

The Insurer will provide reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft" provided that all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the "policy period" for which this Identity Recovery Expenses Reimbursement coverage is applicable; and
3. Such "identity theft" is reported to the Insurer as soon as practicable but in no event later than 60 days after it is first discovered by the "identity recovery insured."

III. LIMIT OF INSURANCE

- A. The most that the Insurer will pay for loss and expense in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.
- B. INSURING AGREEMENT 11. IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage is subject to the limit set forth on the Declarations page.
 1. Legal costs as provided under paragraph d. of the definition of "identity recovery expenses" are part of, and not in addition to, the INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage limit.
 2. Lost Wages and Child and Elder Care Expenses as provided under paragraphs 5. and 6. of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$250 per day, not to exceed \$5,000 in total. This sublimit is part of, and not in addition to, the INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage limit. Coverage is limited to lost wages and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
 3. Mental Health Counseling as provided under paragraph 7. of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

IV. DEDUCTIBLE

The Insurer will not pay for loss or expense in any one "occurrence" unless the amount of the loss or expense exceeds the Deductible Amount shown in the Declarations. The Insurer will then pay the amount of loss or expense in excess of the Deductible Amount, up to the Limit of Insurance. In the event that more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount will be applied.

V. DEFINITIONS

- A. *"Banking premises"* means the interior portion of that part of any building occupied by a banking institution or similar safe depository.
- B. *"Client"* means any entity for which the "Insured" provides goods or services as specified in a written agreement, but only while the written agreement is in effect.
- C. *"Client's premises"* means the interior of that portion of any building that the "Insured's" "client" occupies in conducting its business.
- D. *"Computer System"* means: a computer and all input, output, processing, storage, off line media library and communication facilities which are connected to such computer, provided that such computer and facilities are:
1. under the direct operation and control of the "Insured";
 2. at an "electronic data processor" with whom the "Insured" has contracted for data processing services (including other financial institutions); or
 3. at an automated clearing house (including a Federal Reserve Bank), or other electronic communications system including but not limited to Fedwire, Clearing House Interbank Payment System (CHIPS) and Society for Worldwide International Financial Telecommunications (SWIFT);
- E. *"Computer Systems Restoration Expenses"* means reasonable expenses, incurred by the "Insured" with the Insurer's prior written consent, to reproduce or duplicate damaged or destroyed "data" or computer programs. If such "data" or computer programs cannot be duplicated from other "data" or computer programs, then "computer systems restoration expense" shall also include reasonable costs incurred for computer time, computer programmers, technical experts or consultants to restore such "data" or computer programs to substantially the same level of operational capability existing immediately before the covered loss. "Computer systems restoration expenses" shall not include 1) expenses incurred by any "client" 2) "Investigative Expenses" and 3) the "Insured's" internal corporate costs, including salaries.
- F. *"Controlled Partnership"* means a limited partnership in which and so long as the "Named Insured" owns or controls, directly or indirectly, more than 50% of the limited partnership interest and is the sole general partner.
- G. *"Counterfeit"* means an imitation of an actual valid original which is intended to deceive and to be taken as an original.
- H. *"Custodian"* means the "Insured", or any of the "Insured's" partners, an "LLC Manager", "LLC Member" or any "employee" while having the care and custody of "money", "securities" or "other property" inside the "premises", excluding any person while acting as a "watchperson" or janitor.
- I. *"Data"* means a representation of information, knowledge, facts, concepts or instructions which are processed and stored in a "computer system".
- J. *"Electronic Data Processor"* means a natural person, partnership or corporation authorized by the "Insured" to perform services as a data processor of the "Insured's" checks or other accounting records (not including preparation or modification of computer software or programs). A Federal Reserve Bank or clearinghouse shall not be construed to be an "electronic data processor".
- K. *"Employee"* means
1. a natural person:
 - a. while in the "Insured's" service or for 90 days after termination of such service; and
 - b. whom the "Insured" compensates directly by salary, wages, commissions; and
 - c. whom the "Insured" has the right to direct and control while performing services for the "Insured"

2. a natural person who is:
 - a. a trustee, officer, employee, administrator or manager of any "Employee Benefit Plan(s)" insured under this Policy; or
 - b. the "Insured's" director or trustee while that person is handling "money" or "securities" or "other property" of "Employee Benefit Plan(s)" insured under this Policy;
3. a natural person who is a director or trustee of the "Insured" while performing acts coming within the scope of the usual duties of an "employee" or while acting as a member of any of the "Insured's" elected or appointed committees to perform on the "Insured's" behalf, specific, as distinguished from general, directorial acts; or
4. a natural person who is furnished temporarily to the "Insured" by a temporary employment service firm to substitute for a permanent "employee" as defined in sub-paragraph (1) above, who is on leave, or to meet seasonal or short-term work load conditions and for whom the "Insured" has the right to direct and control while performing services for the "Insured"; provided, however, such persons are excluded while having care and custody of "other property" outside the "premises".
5. a natural person who is leased to the "Insured" under a written agreement between the "Insured" and a labor leasing firm, to perform duties related to the conduct of the "Insured's" business;
6. a natural person who is a non-compensated officer of the "Insured";
7. a natural person who is a volunteer of the "Insured's" who is not compensated, other than one who is a fund solicitor, while performing services for the "Insured" that are usual to the duties of an "Employee"; or
8. a natural person who is a former "employee", director, partner, member or trustee of the "Insured" retained as a consultant while performing services for the "Insured"; or
9. a natural person who is a guest student or intern of the "Insured" while pursuing studies or duties with the guidance or direction of the "Insured"; or
10. a natural person who is the "Insured's" partner, "LLC Manager" or "LLC Member", but the Insurer will not pay for loss caused by any partner, "LLC Manager" or "LLC Member", unless the amount of the loss exceeds the sum of:
 - a. any amounts the "Insured" owes that partner, "LLC Manager" or "LLC Member"; and
 - b. the value of that partner's partnership interest, or that "LLC Manager's" or "LLC Member's" ownership interest determined by the closing of the "Insured" organization's books on the date of discovery of the loss by the "Insured" organization by anyone not in collusion with the person causing the loss, and
 - c. any applicable Deductible Amount;

then the Insurer will pay the amount of loss excess of that sum, up to the Limit of Insurance applicable to INSURING AGREEMENT 1. - EMPLOYEE THEFT.

The foregoing notwithstanding, "employee" does NOT mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character.

- L. *"Employee Benefit Plan(s)"* means any welfare or pension Plan that is subject to the Employee Retirement Income Security Act (ERISA) of 1974, as amended, and which is sponsored by one or more of the "Insureds".
- M. *"Financial institution"* means a bank, savings bank, savings and loan association or similar thrift institution, a stockbroker, mutual fund, liquid assets fund, or similar investment institution in which the "Insured" maintains a "transfer account".

- N. *"Forgery"* means the signing of the name of another person or organization with intent to deceive; provided, however, that it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any reason.
- O. *"Fraudulent transfer instructions"* means:
1. fraudulent electronic, telegraphic, facsimile, cable, teletype or telephone instructions to a "financial institution" to debit a "transfer account" and to pay, transfer or deliver "money" or "securities" from such account and which instructions purport to have been authorized by the "Insured" but which have been fraudulently transmitted by another; or
 2. fraudulent written instructions to a "financial institution" to debit a "transfer account" and to pay, transfer or deliver "money" or "securities" from such account through an electronic funds transfer system at specified times or under specified conditions and which instructions purport to have been duly authorized by the "Insured" but which have been fraudulently issued, forged or altered by another.
- P. *"Funds transfer fraud"* means "theft" of "money" or "securities" from any of the "Insured's" "transfer accounts" at a "financial institution" and occurring through "fraudulent transfer instructions" communicated to such "financial institution".
- Q. *"Identity Recovery Expenses"* means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "identity theft":
1. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
 2. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "Insured's" efforts to report an "identity theft" or amend or rectify records as to the "Insured's" true name or identity as a result of an "identity theft."
 3. Costs for up to twelve (12) credit reports from established credit bureaus dated within 12 months after the "Insured's" knowledge or discovery of an "identity theft".
 4. Legal Costs for reasonable attorney fees incurred, with the Insurer's prior written consent, for:
 - a. defending any civil suit brought against an "identity recovery insured" by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an "identity theft"; and
 - b. removing any civil judgment wrongfully entered against an "identity recovery insured" as a result of the "identity theft."
 - c. costs for challenging the accuracy or completeness of any information in a consumer credit report.
 5. Lost Wages

Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
 6. Child and Elder Care Expenses

Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

7. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

R. *"Identity Recovery Insured"* means a member of the board of directors, member of the board of trustees, officer, risk manager, in-house general Counsel, "LLC Manager", or "LLC Member". An "identity recovery insured" must always be an individual person. The entity insured under this policy is not an "identity recovery insured."

S. *"Identity Theft"* means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

T. *"Insured"* means the "Named Insured", any "Employee Benefit Plan(s)", any "non-ERISA" plan(s) and any "subsidiary" in existence as of the inception date of this Policy or formed by the "Insured" during the Policy Period.

U. *"Investigative Expenses"* means reasonable expenses incurred and paid by the "Insured", with the Insurer's prior written consent, in establishing the existence and amount of any direct loss covered under Insuring Agreements 1. through 8. within this Policy. The reasonableness of such expenses shall be determined by the Insurer and shall not include any of the "Insured's" internal corporate obligations such as "employee" wages or any other internal costs. "Investigative expenses" shall not include expenses incurred by any "client".

V. *"LLC Manager"* means any natural person who was is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

W. *"LLC Member"* means any natural person who has an ownership interest in a limited liability company.

X. *"Messenger"* means the "Insured", any "LLC Member" or "LLC Manager" or any "employee" while having care and custody of "money", "securities" and "other property" outside the "premises".

Y. *"Money"* means currency, coins and bank notes in current use and having a face value; and traveler's checks, register checks and money orders held for sale to the general public.

Z. *"Named Insured"* means any entity named in ITEM 1 of the Declarations of this Policy.

AA. *"Non-ERISA Plan(s)"* means any plan solely sponsored by any "Insured" that is not subject to the terms of ERISA.

BB. *"Occurrence"* means:

1. as respects INSURING AGREEMENT 1. - EMPLOYEE THEFT and INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES, all loss caused by, or involving, one or more "employees", whether the result of a single act or a series of acts.
2. as respects INSURING AGREEMENT 6. - DEPOSITORS FORGERY OR ALTERATION, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
3. as respects INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage, all acts incidental to an "identity theft", any series of "identity thefts" and all "identity thefts" arising from the same method of operation, whether committed by one or more persons, shall be deemed to arise out of one act and shall be treated as one "identity theft". If an act causes a covered expense under INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage, to more than one "identity recovery insured", the limit of insurance and deductible for INSURING AGREEMENT 11. - IDENTITY RECOVERY

EXPENSES REIMBURSEMENT set forth on the Declaration page shall be the most the Insurer shall pay for all covered loss in the aggregate.

4. as respects all other Insuring Agreements, an act or series of related acts involving one or more persons; or an act or event or a series of related acts or events not involving any person.

CC. *"Other Property"* means any tangible property other than "money" or "securities" that has intrinsic value but does not include any property excluded under this Policy.

DD. *"Policy Period"* means the period from the Inception Date to the Expiration Date set forth in ITEM 3. of the Declarations at the local time of the address set forth in ITEM 2. of the Declarations, or any earlier termination date.

EE. *"Premises"* means the interior of that portion of any building which the "Insured" occupies in conducting the "Insured's" business.

FF. *"Robbery"* means the unlawful taking of "other property" from the care and custody of a person by one who has caused or threatened to cause that person bodily harm, or, committed an obviously unlawful act witnessed by that person, to the deprivation of the "Insured".

GG. *"Safe burglary"* means the unlawful taking of "other property" from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior, or, the taking of a safe or vault from inside the "premises".

HH. *"Securities"* means negotiable or non-negotiable instruments or contracts representing either "money" or "other property" and includes tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use and evidences of debt issued in connection with credit or charge cards, which cards are not issued by the "Insured"; but "securities" do not include "money".

II. *"Subsidiary"* means any:

1. corporation in which and so long as any "Named Insured" owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;
2. limited liability company in which and so long as the "Named Insured" owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity's managers;
3. corporation operated as a joint venture in which and so long as the "Named Insured" owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the "Named Insured" solely controls the management and operation of such corporation; or
4. a "Controlled Partnership"

With respect to any "subsidiary" which is a joint venture, limited liability company or "Controlled Partnership", loss occurring as a result of "theft" by "employee(s)" shall apply only if such loss results directly from "theft" by "employee(s)" of the "Insured". Loss occurring as a result of "theft" by "employee(s)" of other joint venture, limited liability company or limited partnership participants is not covered under INSURING AGREEMENT 1. EMPLOYEE THEFT of this Policy.

JJ. *"Theft"* means:

1. the unlawful taking of "money", "securities" or "other property" to the deprivation of the "Insured";
2. solely for the purposes of INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES, the unlawful taking of "money", "securities" or "other property" to the deprivation of the "client".

KK. *"Transfer account"* means an account maintained by the "Insured" at a "financial institution" from which the "Insured" or the "Insured's" authorized representative may cause the payment, transfer or delivery of "money" or "securities" by any means described in the "fraudulent transfer instructions" definition.

LL. *"Watchperson"* means any person whom the "Insured" retains specifically to have the care and custody of "other property" inside the "premises" and who has no other duties.

VI. EXCLUSIONS (Applying To All Insuring Agreements Unless Otherwise Specified)

This Policy Does Not Apply To And The Insurer Will Not Pay For:

A. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

B. Acts Committed By A Named Insured Sole Practitioner

Loss resulting from "theft", or any other dishonest or criminal act committed by the "Named Insured" if such "Named Insured" is a sole practitioner, whether acting alone or in collusion with others.

C. Acts of Employees, Managers, Directors, Trustees or Representatives

Loss resulting from "theft" or any other dishonest or criminal act committed by any of the "Insured's" "employees", managers, directors, trustees or representatives whether acting alone or in collusion with other persons or while performing services for the "Insured" or otherwise except when covered under INSURING AGREEMENT 1. - EMPLOYEE THEFT or INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES.

D. Employee Cancelled Under Prior Insurance

Loss caused by any "employee" of the "Insured" or by any "employee" of a predecessor in interest of the "Insured", for whom similar prior insurance has been cancelled and not reinstated since the last cancellation.

E. Exchanges or Purchases

Loss resulting from the giving or surrendering of "money", "securities" or "other property" in any exchange or purchase.

F. Fire

Loss from damage to the "premises" resulting from fire, however caused, except for loss of or damage to "money" or "securities" and loss from damage to a safe or vault under INSURING AGREEMENT 4. - INSIDE THE PREMISES MONEY, SECURITIES AND OTHER PROPERTY.

G. Identity Recovery Insured Fraud, Dishonest or Criminal Acts

Loss resulting from any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "Insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

H. Governmental Action

Loss resulting from seizure or destruction of "money", "securities" or "other property" by order of governmental authority.

I. Indirect Loss

Loss that is an indirect result of any act or "occurrence" covered by this Policy including but not limited to loss resulting from:

1. the "Insured's" inability to realize income that the "Insured" would have realized had there been no loss of or damage to "money", "securities" or "other property".
2. payment or damages of any type for which the "Insured" is legally liable. But the Insurer will pay compensatory damages arising directly from a loss covered under this Policy.
3. payment of costs, fees or other expenses the "Insured" incurs in establishing either the existence of or the amount of loss under this Policy, unless covered under INSURING AGREEMENT 9. - INVESTIGATIVE EXPENSES.

J. Intellectual Property, Confidential Information And Electronic Data

Loss resulting directly or indirectly from any "theft", disappearance, damage, destruction or disclosure of any intangible property including:

1. trade secrets, proprietary information, confidential information or any copyrights, patents, trademarks, proprietary manufacturing or processing procedures; or
2. secret or confidential information, including but not limited to credit card numbers, bank account numbers or any similar information, unless covered under INSURING AGREEMENT 11. IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage; or
3. "Data" unless covered under INSURING AGREEMENT 10. - COMPUTER SYSTEMS RESTORATION EXPENSES.

K. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

1. any computation or comparison which involves in any manner a profit and loss computation; or
2. an inventory computation. However, where the "Insured" establishes wholly apart from such inventory computations that the "Insured" has sustained a loss covered under this Policy, then the "Insured" may offer the "Insured's" inventory records and actual physical count of inventory in support of the amount of loss claimed.

L. Legal Expenses

Expenses related to any legal action; provided however that this shall not apply to expenses covered under INSURING AGREEMENT 6. - DEPOSITORS FORGERY OR ALTERATION or INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT that meet the conditions set forth in **VII. GENERAL CONDITIONS, Q. LEGAL EXPENSES.**

M. Money Operated Devices

Loss of "money" and "other property" contained in any money operated device unless the amount of any "money" deposited in it is recorded by a continuous recording instrument in the device.

N. Motor Vehicles or Equipment And Accessories

Loss of or damage to motor vehicles, trailers, or semi-trailers or equipment or accessories attached to them. This exclusion shall apply only to INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property.*

O. Noncompliance With Credit, Debit Or Charge Card Issuer's Requirements

Loss resulting from any credit, debit or charge card if the "Insured" has not complied fully with the provisions, conditions or other terms under which the card was issued.

P. Nuclear

Loss resulting from nuclear reaction, nuclear radiation, or radioactive contamination, or any related act or incident.

Q. Professional or Business Identity Theft.

Loss resulting from "theft" of any professional or business identity.

R. Risks Inherent in Insurance Operations

Loss resulting directly or indirectly from contractual or extra contractual liability sustained by the "Insured" in connection with the issuance of contracts or purported contracts of insurance, indemnity or suretyship.

S. Subcontractor and Other Representatives

Loss resulting directly or indirectly by any agent, broker, factor, commission merchant, consignee, contractor, independent contractor, subcontractor or other similar representative. This exclusion shall only apply to INSURING AGREEMENT 1. -EMPLOYEE THEFT AND INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES.

T. Trading Losses

Loss resulting directly or indirectly from any authorized or unauthorized trading of "money", "securities" or "other property", whether in the "Insured's" name or in a genuine or fictitious account.

U. Transfer or Surrender of Money, Securities or Other Property

Loss of or damage to "money", "securities" or "other property" after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

1. on the basis of unauthorized instructions; or
2. as a result of a threat to do bodily harm to any person; or
3. as a result of a threat to do damage to any "money", "securities" or "other property".

But this Exclusion does not apply under INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property* to loss of "money", "securities" and "other property" while outside the "premises" or "banking premises" in the care and custody of a "messenger" if the "Insured":

1. had no knowledge of any threat at the time that the conveyance began; or
2. had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

V. Vandalism

Loss from damages to the "premises" or to the exterior of any safe, vault, cash box, cash drawer or, cash register by vandalism or mischief.

W. Voluntary Parting of Title To or Possession of Money, Securities or Other Property

Loss resulting from the "Insured", or anyone acting on the "Insured's" express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any "money", "securities" or "other property". This exclusion shall only apply to INSURING AGREEMENT 4. - INSIDE THE PREMISES - *Money, Securities and Other Property* and INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property*.

X. War and Similar Actions

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion, or revolution, or any related act or incident.

VII. GENERAL CONDITIONS

A. ARMORED MOTOR VEHICLE COMPANIES

Under INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property*, the Insurer will pay only for the amount of loss the "Insured" cannot recover:

1. under the "Insured's" contract with the armored motor vehicle company; and
2. from any insurance or indemnity carried by or for the benefit of customers of the armored motor vehicle company, or from the armored motor vehicle company.

B. CANCELLATION OF POLICY

1. The first "Named Insured" shown in the Declarations may cancel this Policy by mailing or delivering to the Insurer advance written notice of cancellation.
2. The Insurer may cancel this Policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if the Insurer cancels for non-payment of premium; or
 - b. 60 days before the effective date of cancellation if the Insurer cancels for any other reason.
3. The Insurer will mail or deliver its notice to the first "Named Insured's" last mailing address known to the Insurer.
4. Notice of cancellation will state the effective date of cancellation. The "Policy Period" will end on that date.
5. If this Policy is cancelled, the Insurer will send the first "Named Insured" any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first "Named Insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. CANCELLATION AS TO ANY EMPLOYEE

INSURING AGREEMENT 1. - EMPLOYEE THEFT and INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES are cancelled as to any "employee":

1. immediately upon discovery by a member of the Risk Management Department or any officer, manager, or supervisor of the "Insured" not in collusion with the "employee" of "theft" or any other fraudulent or dishonest act in excess of \$25,000 committed by the "employee" whether before or after becoming employed by the "Insured"; or
2. on the date specified in a notice mailed to the "Insured". The date will be at least 30 days after the date of the mailing. The mailing of notice to the "Insured" at the last mailing address known to the Insurer will be sufficient proof of notice. Delivery of notice is the same as mailing.

D. CHANGES

This Policy contains all of the agreements between the "Insured" and the Insurer concerning the insurance afforded. The first "Named Insured" shown in the Declarations is authorized to make changes in the terms of this Policy with the Insurer's consent. This Policy's terms can be amended or waived only by endorsement issued by the Insurer and made a part of this Policy.

E. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy is void in any case of fraud by the "Insured" as it relates to this Policy at any time. It is also void if the "Insured", at any time intentionally conceals or misrepresents a material fact, whether in the application or otherwise, concerning:

1. this Policy;
2. the "money", "securities" or "other property" covered under this Policy;
3. the "Insured's" interest in the "money", "securities" or "other property" covered under this Policy; or
4. a claim under this Policy.

F. CHANGE IN CONTROL

1. Mergers and Acquisitions

If, during the "Policy Period", any "Insured":

- a. merges with another entity such that the "Insured" is the surviving entity; or
- b. acquires a "Subsidiary",

then coverage shall be provided for such newly merged or acquired entity and its "Subsidiary(ies)" after the effective date of such merger or acquisition.

If the revenues of any newly merged or acquired entity or new "Subsidiary" exceed 15% of the total revenues of the "Named Insured" as reflected in its most recent consolidated audited financial statements prior to such merger or acquisition, the "Insureds" shall give the Insurer full details of the transaction in writing as soon as practicable, but in no event later than ninety (90) days after the date of such merger or acquisition and the Insurer shall be entitled to impose such additional terms, conditions, and premium as the Insurer, in its absolute discretion, chooses. There shall be no coverage for any newly merged or acquired entity or any of its subsidiaries unless the "Insureds" comply with the terms of this provision.

2. Takeover Of Named Insured

If the "Named Insured" merges into or consolidates with another entity such that the "Named Insured" is not the surviving entity; or

- a. all, or substantially all of the assets of the "Named Insured" are acquired by another person or entity, group of persons or entities, or persons and entities acting in concert such that the "Named Insured" is not the surviving entity; or
- b. more than 50% of the securities representing the right to vote for the "Named Insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall immediately terminate as of the date of such transaction and any loss occurring upon or after such date shall not be covered hereunder.

G. DISCOVERY

1. The Insurer will pay for loss which the "Insured" sustains through acts or events committed or occurring at any time and which are discovered by the "Insured" during the "Policy Period" or during the period provided in **VII. GENERAL CONDITIONS, L. EXTENDED PERIOD TO DISCOVER LOSS.**
2. Discovery of loss occurs when a member of the Risk Management Department or any officer, manager, or supervisor of the "Insured" first becomes aware of facts which would cause a reasonable person to assume that a loss covered by this Policy has been, or may be incurred even though the exact amount or the details of the loss may not then be known.
3. Discovery also occurs when the "Insured" receives notice of an actual or potential claim against the "Insured" alleging facts, which if true, would constitute a covered loss under this Policy.
4. No coverage will be available under this Policy for any loss which the "Insured" is aware of prior to the inception date of this Policy.
5. Regardless of the number of claims, the applicable limit of insurance set forth on the Declarations for INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT is the most the Insurer will pay per "occurrence" for the total of all loss or expense arising out of all "identity thefts" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

H. DISCOVERY SUPERSEDING LOSS SUSTAINED COVERAGE LIABILITY FOR PRIOR LOSSES

1. If this Policy has replaced similar prior insurance written by a company other than the Insurer, and such other insurance provided a period of time to discover loss occurring prior to the termination or cancellation of that coverage, and a loss is discovered within the period provided by prior insurance to discover losses, the Insurer will not pay for such loss unless the amount exceeds the Limit of Insurance under said prior Policy. The Insurer will then only pay the "Insured" for any excess loss subject to the Insuring Agreements, Exclusions and General Conditions of this Policy.
2. Any payment that the Insurer makes to the "Insured" under this insurance shall not exceed the difference between the amount of insurance under the "Insured's" prior Policy and the Limit of Insurance shown in the Declarations and the Insurer will not apply its Deductible Amount to any excess loss payment.

I. DUTIES IN THE EVENT OF LOSS

After a member of the Risk Management Department or an officer, manager or supervisor of the "Insured" discovers a loss or a situation which may result in a loss of or damage to "money", "securities" or "other property", the "Insured" must:

1. notify the Insurer as soon as possible but no later than 90 days after discovery of loss.
2. submit to examination under oath at the Insurer's request and give the Insurer a signed statement.
3. give the Insurer a detailed, sworn proof of loss within 120 days.
4. cooperate with the Insurer in the investigation and settlement of any claim.
5. with respect to INSURING AGREEMENT 4. - INSIDE THE PREMISES - *Money, Securities and Other Property* and INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property* notify the police if the "Insured" has reason to believe that the "Insured's" loss involves a violation of law.

6. with respect to INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage, the "identity recovery insured" must send to the Insurer, within 60 days after its request, receipts, bills or other records that support the "Insured's" claim for "identity recovery expenses."

J. EMPLOYEE BENEFIT PLANS

In compliance with certain provisions of the Employee Retirement Income Security Act (ERISA):

1. The Insurer will pay for loss of or damage to "money", "securities" or "other property" of any "Employee Benefit Plan(s)" sponsored exclusively by the "Insured" resulting directly from "theft" by an "employee".

In no event shall coverage for any "Employee Benefit Plan(s)" be more than the Limit of Insurance shown on the Declarations under ITEM 4., INSURING AGREEMENT 1. - EMPLOYEE THEFT. Such limit shall be a part of and not in addition to the Limit of Insurance for INSURING AGREEMENT 1. - EMPLOYEE THEFT stated on the Declarations.

2. If any one or more "Employee Benefit Plans" are insured jointly with any other entity under this Policy, the "Insured" or the plan administrator must select a Limit of Insurance for INSURING AGREEMENT 1. - EMPLOYEE THEFT that is sufficient to provide a Limit of Insurance for each "Employee Benefit Plans" which is at least equal to that required if each Plan were separately insured.
3. Any payments the Insurer makes to the "Named Insured" for loss sustained by any "Employee Benefit Plan" will be held by that "Named Insured" for the use and benefit of the "Employee Benefit Plan" sustaining the loss.
4. If two or more "Employee Benefit Plans" are insured under this Policy, any payment which the Insurer makes for loss sustained by two or more "Employee Benefit Plans", or of commingled funds or "other property" of two or more "Employee Benefit Plans", which arises out of one "occurrence", is to be shared by each "Employee Benefit Plan" sustaining loss in the proportion that the Limit of Insurance required for each "Employee Benefit Plan bears to the total of those limits.
5. The Deductible provision which applies to INSURING AGREEMENT 1. - EMPLOYEE THEFT shall not apply to loss which is sustained by any "Employee Benefit Plan(s)" subject to ERISA and which plan is covered under this insurance.

K. EXAMINATION OF The Insured'S BOOKS AND RECORDS

1. The Insurer may examine and audit the "Insured's" books and records as they relate to this Policy at any time during the "Policy Period" and up to three years afterward.
2. The Insurer may also examine and audit the books and records of any organization which the "Insured" newly acquired and that is deemed to be an "Insured" under this Policy.

L. EXTENDED PERIOD TO DISCOVER LOSS

The Insurer will pay for loss which the "Insured" sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by the "Insured":

1. no later than 60 days from the date of the termination, cancellation or non-renewal; and
2. as respects any "Employee Benefit Plan(s)", no later than 1 year from the date of that termination, cancellation or non-renewal.

However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by the "Insured" to replace, in whole or in part, the insurance afforded by this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

M. FACSIMILE SIGNATURES

The Insurer will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

N. INSPECTION AND SURVEYS

1. The Insurer has the right but is not obligated to:
 - a. make inspections and surveys at any time;
 - b. give the "Insured" reports on the conditions the Insurer finds; and
 - c. recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or the safety of workers or the public. And, the Insurer does not warrant that conditions:
 - a. are safe or healthful; or
 - b. comply with laws, regulations, codes or standards.
3. This condition applies not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

O. JOINT INSURED

1. If more than one "Named Insured" is named in the Declarations, the first "Named Insured" will act for itself and for every other "Insured" for all purposes of this Policy. If the first "Named Insured" ceases to be covered, then the next "Insured" will become the first "Named Insured".
2. If any "Insured", "LLC Manager" or "LLC Member" or officer of an "Insured" has knowledge of any information relevant to this Policy, that knowledge is considered to be knowledge of every "Insured".
3. An "employee" of any "Insured" is considered to be an "employee" of every "Insured".
4. If this Policy or any of its Insuring Agreements is cancelled, terminated or non-renewed as to any "Insured", loss sustained by that "Insured" is covered only if discovered by the "Insured" during the period of time provided in **VII. GENERAL CONDITIONS, L. EXTENDED PERIOD TO DISCOVER LOSS**. This extended period to discover loss also terminates in accordance with paragraph 2 of that condition.
5. The Insurer will not pay a greater amount for loss sustained by more than one "Insured" than the Insurer would pay if all of the loss had been sustained by one "Insured".

P. LEGAL ACTION AGAINST US

The "Insured" may not bring any legal action against the Insurer involving loss:

1. unless the "Insured" has complied with all the terms of this Policy; and
2. until 90 days after the "Insured" has filed proof of loss with the Insurer; and
3. unless such action is brought within 2 years from the date that the "Insured" discovers such loss.

Q. LEGAL EXPENSES

The "Insured" shall immediately notify the Insurer of any claim or suit generating such expenses and shall not settle such claim or suit, or incur any related costs or expenses, without the Insurer's prior written authorization, nor shall

the "Insured" admit liability in any such claim or suit. The Insurer shall have no duty to defend any such claim or suit, but shall have the right to investigate, negotiate or settle any such claim or suit or to take over the conduct of the defense thereof. Moreover, if, in the Insurer's discretion, the Insurer advances payments for such suit, the Insurer may require a written undertaking, on its terms and conditions, guaranteeing the repayment of any expenses it pays that are determined to be not covered hereunder.

R. LOSS COVERED UNDER MORE THAN ONE INSURING AGREEMENT OF THIS POLICY

If two or more Insuring Agreements of this Policy apply to the same loss, the Insurer will pay the lesser of:

1. the actual amount of loss; or
2. the sum of the Limits of Insurance applicable to those Insuring Agreements.

S. NON ACCUMULATION OF LIMIT OF INSURANCE

Regardless of the number of years this Policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or "Policy Period" to "Policy Period".

T. OTHER INSURANCE

1. This Policy does not apply to loss recoverable or recovered under other insurance or indemnity. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this Policy will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity.
2. However, this Policy will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

U. OWNERSHIP OF PROPERTY; INTERESTS COVERED

1. Solely for purposes of INSURING AGREEMENT 1. - EMPLOYEE THEFT and INSURING AGREEMENTS 3. through 8., the property covered under this Policy is limited to "money", "securities" or "other property":
 - a. that the "Insured" owns or leases; or
 - b. that is owned by the "Insured's" "client" and which the "Insured" holds on its "premises"; or
 - c. which is in the custody of one acting as the "Insured's" "messenger" and while such "money", "securities" or "other property" is in transit; or
 - d. for which the "Insured" is legally liable, except for loss covered under INSURING AGREEMENT 2. EMPLOYEE THEFT - CLIENT PREMISES

Provided that the Insurer's liability will not apply to damage to the "premises" unless the "Named Insured" is the owner of such "premises" or is legally liable for such damage.

Notwithstanding the above, this Policy is for the "Insured's" benefit alone and no other person or organization has any rights or benefits. Any claim for a loss of "client" "money", "securities" or "other property" occurring on the "Insured's" "premises" or while in transit in the custody of a "messenger" may only be made by the "Insured" in the "Insured's" proof of loss.

2. Solely for purposes of INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES, the property covered under this Policy is limited to "money", "securities" and "other property":
 - a. that the "Insured's" "client" owns or leases; or

- b. that is owned or leased by a customer of the "Insured's" "client" or
- c. for which the "Insured's" "client" is legally liable;

but only for "theft" that occurs and causes loss during the time the "Insured's" identified "employee" is engaged pursuant to a written agreement to perform services on the "client's premises".

Notwithstanding the above, this Policy is for the "Insured's" benefit alone and no other person or organization has any rights or benefits, including the "client". Any claim for loss of "money", "securities" or "other property" sustained by the "client" or customer of such "client" and caused by "theft" by an "employee" shall be made by the "Insured" in the "Insured's" proof of loss.

V. PREMIUMS

The first "Named Insured" is responsible for the payment of all premiums and will be the payee for all return premiums the Insurer pays.

W. RECORDS

The "Insured" must keep records of all "money", "securities" and "other property" covered under this Policy so the Insurer can verify the existence, cause and amount of any loss.

X. RECOVERIES

1. Any recoveries made before the resolution of all or any part of a claim under this Policy shall be distributed/applied in the following order of priority:
 - a. to the party (either the "Insured" or the Insurer) to reimburse it for the reasonable and necessary costs of obtaining the recovery; and then
 - b. to the "Insured" to reduce the amount of covered loss.
2. Any recoveries made after the resolution of all or any part of a claim under this Policy shall be distributed/applied in the following order of priority:
 - a. to reimburse the party (either the "Insured" or the Insurer) for the reasonable and necessary costs of obtaining the recovery; and then
 - b. to the "Insured", until reimbursed for any excess covered loss sustained that exceeds the Limit of Insurance and the Deductible Amount, if any; and then
 - c. to the Insurer, until reimbursed for the amount paid; and then
 - d. to the "Insured", until reimbursed for that part of the loss equal to the Deductible Amount, if any; and then
 - e. to the "Insured" for any loss not covered.
3. Recoveries do not include any recovery:
 - a. from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit; or
 - b. of original securities after duplicates of them have been issued.

Y. SPECIAL LIMIT OF INSURANCE FOR SPECIFIED PROPERTY (Insuring Agreement 4.)

The Insurer will pay no more than \$25,000. for any one "occurrence" of loss of or damage to:

1. precious metals, precious or semi-precious stones, pearls, furs or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
2. manuscripts, drawings or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

Z. TERRITORY

this Policy covers acts committed or events occurring anywhere in the world pursuant to **VII. GENERAL CONDITIONS, F. CHANGE IN CONTROL.**

AA. TRANSFER OF THE INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

1. The "Insured's" rights and duties under this Policy may not be transferred without the Insurer's written consent except in the case of death of an individual "Insured".
2. If the "Insured" dies, the "Insured's" rights and duties will be transferred to the "Insured's" legal representative but only while acting within the scope of duties as the "Insured's" legal representative. Until the "Insured's" legal representative is appointed, anyone having proper temporary custody of the "Insured's" "money", "securities" and "other property" will have the "Insured's" rights and duties but only with respect to that "money", "securities" and "other property".

BB. TRANSFER OF THE INSURED'S RIGHTS OF RECOVERY AGAINST OTHERS TO US

The "Insured" must transfer to the Insurer all the "Insured's" rights of recovery against any person or organization for any loss the "Insured" sustained and for which the Insurer has paid or settled. The "Insured" must also do everything necessary to secure those rights and do nothing after loss to impair them.

CC. VALUATION

1. Subject to the applicable Limit of Insurance, The Insurer will pay for:
 - a. loss of "money" but only up to and including its face value. The Insurer may, at its option, pay for a loss of "money" issued by any country other than the United States of America in either the face value in the "money" issued in that country, or, in the United States of America dollar equivalent determined by the rate of exchange as stated in The Wall Street Journal on the day that the loss occurred.
 - b. loss of "securities" but only up to and including their value as stated in The Wall Street Journal at the close of business on the day that the loss was discovered. But, the Insurer may, at its option, 1) pay the value of such "securities", 2) replace them in kind in which event the "Insured" must assign to the Insurer all the "Insured's" rights, title and interest in and to those "securities" or 3) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, the Insurer will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of:
 - i. the value of the "securities" as stated in The Wall Street Journal at the close of the business on the day the loss was discovered; or
 - ii. the Limit of Insurance.
 - c. loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the "other property" without deduction for depreciation, subject to 2. below. However, the Insurer will not pay for more than the lesser of :
 - i. the Limit of Insurance applicable to the lost or damaged "other property"; or
 - ii. the cost to replace the lost or damaged "other property" with "other property" of comparable material and quality and used for the same purpose; or

- iii. the amount that the “Insured” actually spends that is necessary to repair or replace the lost or damaged “other property”.
2. The Insurer will not pay on a replacement cost basis for any loss or damage:
- a. until the lost or damaged “other property” is actually repaired or replaced; and
 - b. unless the repair or replacement is made as soon as reasonably possible after the loss or damage.
- If the lost or damaged “other property” is not repaired or replaced, the Insurer will pay based on actual cash value.
3. The Insurer may, at its option, pay for loss of or damage to “other property” other than “money” in the “money” of the country in which the loss occurred; or in the United States of America dollar equivalent of the “money” of the country where the loss occurred determined by the rate of exchange on the day the loss was discovered. Any “other property” that the Insurer pays for or replaces becomes “other property” of the Insurer.

SPECIMEN

This endorsement, effective 12:01 am, 01/01/2026
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD FAITHFUL PERFORMANCE OF DUTY - WITH SUBLIMIT

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

A. SCHEDULE

INSURING AGREEMENT	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT
☒ 1. Employee Theft	\$1,000,000	\$10,000
☐ 12. Employee Theft - Per Employee	\$	\$

B. 1. The following is added to the Insuring Agreement(s) checked above:

The Insurer will also pay for loss which is caused by the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the "Insured's" "money", "securities" and "other property".

The Insurer will indemnify any of the "Insured's" officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the "Insured's" "money", "securities" and "other property".

2. The following **EXCLUSION** is added:

DEPOSITORY FAILURE

Loss resulting from the failure of any entity acting as a depository for the "Insured's" "money", "security" or "other property" for which the "Insured" is responsible.

3. Section **VII. GENERAL CONDITIONS, C. CANCELLATION AS TO ANY EMPLOYEE**, paragraph 1..is deleted and replaced by the following:

1. Immediately upon discovery by the "Insured" or any official or "employee" authorized to manage, govern or control the "Insured's" "employees" of any act on the part of an "employee" whether before or after becoming employed by the "Insured" which would constitute a loss covered under the terms of the Insuring Agreement, as amended by this endorsement.

4. The most the Insurer will pay for loss in any one "occurrence" under the Insuring Agreements shown in the **SCHEDULE** and as modified by this endorsement, is the **LIMIT OF INSURANCE** shown in the **SCHEDULE** and its **DEDUCTIBLE AMOUNT**. That **LIMIT OF INSURANCE** is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the **EMPLOYEE THEFT INSURING AGREEMENT(s)** checked above.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'A. Morris Tooker', is positioned above the printed name.

A. Morris Tooker, President

SPECIMEN

This endorsement, effective 12:01 am, 01/01/2026
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND MAILING ADDRESS FOR NOTICE ENDORSEMENT

I. Notice of Claim or Wrongful Act

A. A notice of any **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPClaims@thehartford.com
Fax: (917) 464-6000

B. Where it is stated in the policy or declarations page that a notice of any **Claim** or **Wrongful Act** shall be given in writing to The Hartford, Hartford Plaza, Hartford CT 06115, it shall be deleted and replaced with the following:

Notice of any **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPClaims@thehartford.com
Fax: (917) 464-6000

II. All Other Notices

A. All notices other than a notice of **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPEXpress@thehartford.com
Fax: (866) 586-4550

- B.** With the exception of notice of a **Claim** or **Wrongful Act**, where it is stated in the policy or declarations page that a notice shall be given in writing to The Hartford, Hartford Plaza, Hartford CT 06115 shall be deleted and replaced with the following:

All notices other than a notice of **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPEXpress@thehartford.com

Fax: (866) 586-4550

All other terms and conditions remain unchanged.



A. Morris Tooker, President

SPECIMEN

This endorsement, effective 12:01 am, 01/01/2026
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT FOR GOVERNMENTAL ENTITIES

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

A. The following exclusions are added to Section VI. EXCLUSIONS:

Bonded Employee

Loss caused by any "employee" required by law to be individually bonded.

Damages

Damages for which the "Insured" is legally liable as a result of:

1. the deprivation or violation of the civil rights of any person by an "employee"; or
2. the tortious conduct of an "employee" except conversion of property of other parties held by the "Insured" in any capacity.

Treasurer or Tax Collector

Loss caused by a treasurer or tax collector by whatever name known.

B. The following general conditions are added to Section VII. GENERAL CONDITIONS:

INDEMNIFICATION

The Insurer will indemnify any of the "Insured's" officials who are required by law to give bonds for the faithful performance of their service against loss through "theft" by an "employee" who serves under them, subject to the Limit of Insurance.

SOLE BENEFIT

This insurance is for the "Insured's" sole benefit. No legal proceeding of any kind to recover on account of loss under this Policy may be brought by anyone but the "Insured".

All other terms and conditions remain unchanged.



A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2026
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DECEPTION FRAUD ENDORSEMENT

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELD® ADVANCED POLICY

I. Section II. **INSURING AGREEMENTS**, is amended by the addition of the following:

DECEPTION FRAUD

The Insurer will pay for loss of "money" or "securities" resulting from "deception fraud," subject to the Limit of Insurance and Deductible stated in the SCHEDULE below.

Deception Fraud SCHEDULE

Limit of Insurance	\$15,000	Retention	\$5,000
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The above Limit of Insurance and Deductible apply per "occurrence."

II. Section V. **DEFINITIONS**, is amended by the addition of the following:

- "*Deception Fraud*" means the intentional misleading of a person to induce the "Insured" to part with "money" or "securities" by someone pretending to be an "employee," owner of the "Insured" or one of the following business relations:
 1. A "vendor;"
 2. A "customer;"
 3. A "custodian;" or
 4. A "messenger."
- "*Customer*" means a natural person or entity for whom the "Insured" provides goods or services.
- "*Vendor*" means a business entity that sells goods or services to the "Insured."

III. Section VI. **EXCLUSIONS**, is amended in the following manner:

1. Exclusion **C.** is deleted and replaced with the following:

Loss resulting from "theft," "deception fraud" or any other dishonest or criminal act committed by any of the "Insured's" "employees", managers, directors, trustees or representatives whether acting alone or in collusion with other persons or while performing services for the "Insured" or otherwise except when covered under INSURING AGREEMENT 1. – EMPLOYEE THEFT or INSURING AGREEMENT 2. – EMPLOYEE THEFT – CLIENT PREMISES.

2. Exclusion **E.** is amended to include the following:

This exclusion shall not apply to the Deception Fraud Insuring Agreement.

3. The following exclusions are added:

- Loss or damage resulting directly or indirectly from “deception fraud.” This exclusion shall not apply to the Deception Fraud Insuring Agreement.
- Loss or damage:
 1. resulting from “theft” by an “employee;”
 2. resulting from “forgery” or alteration of:
 - a. checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in “money;” or
 - b. written instruments required in conjunction with any credit, debit or charge card;
 3. directly related to the use of any computer to fraudulently cause a transfer of “money” or “securities” from inside the “premises” or “banking premises;”
 4. resulting from “funds transfer fraud;”
 5. resulting from the “Insureds” having accepted in good faith and in the regular course of business, in exchange for merchandise, “money” or services:
 - a. money orders issued by any post office, express company or bank in any country that are not paid upon presentation; or
 - b. “counterfeit” paper currency of any country;
 6. resulting from any investments in “securities” or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
 7. resulting from the failure, malfunction, inadequacy or illegitimacy of any product or service, including in the advertisement or labelling thereof;
 8. resulting from the failure of any party to perform, in whole or in part, under a contract;
 9. resulting from gambling, game of chance, lottery or similar game; and
 10. resulting from any party’s use or acceptance of any credit card, debit or similar instrument, whether or not genuine.

This exclusion shall only apply to the Deception Fraud Insuring Agreement.

- Loss of or damage to “other property.” This exclusion shall only apply to the Deception Fraud Insuring Agreement.
- Loss of “money” or “securities”:
 1. outside the “premises” in the care and custody of a “messenger” or an armored motor vehicle company; or
 2. inside the “premises” or “banking premises” resulting directly from disappearance or destruction.

This exclusion shall only apply to the Deception Fraud Insuring Agreement.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'A. Morris Tooker', written in a cursive style.

A. Morris Tooker, President

SPECIMEN

This endorsement, effective 12:01 am, 01/01/2026
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE COVERAGE FOR VIRTUAL CURRENCY - SUBLIMITED

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

I. Section III. LIMIT OF INSURANCE, A. is amended by the addition of the following:

Any coverage for loss of "virtual currency" under this Policy is subject to a sublimit of \$15,000 per "occurrence," which sublimit is part of and not in addition to any other Limit of Insurance applicable under this Policy.

II. Section IV. DEDUCTIBLE, is amended by the addition of the following:

The foregoing notwithstanding, any coverage for loss of "virtual currency" under this Policy is subject to a Deductible Amount of \$5,000 per "occurrence."

III. Section V. DEFINITIONS, Y. "Money" is amended by the addition of the following:

"Money" shall also include "virtual currency".

IV. Section V. DEFINITIONS, is amended by the addition of the following:

"Virtual currency" means a virtual or digital representation of value that is not issued by a central bank or a public authority, but may be accepted as a means of payment and can be transferred, stored or traded electronically, whether or not it is recognized as, or exchangeable for, legal tender.

V. Section VII. GENERAL CONDITIONS, CC. VALUATION, is amended by the addition of the following:

- The foregoing notwithstanding, in the event of loss of "virtual currency" covered under this Policy, the Insurer may, at its option:
 - (1) tender the value of the "virtual currency" in actual currency of the country in which the loss was sustained, or in the United States of America dollar equivalent, by taking the weighted average of the values of "virtual currency" in such actual currency as posted on the three largest relevant "virtual currency" exchanges, based on the volume of "virtual currency" exchanged, as of 12:00 PM EST on the day the loss is discovered; or
 - (2) replace the quantity of "virtual currency" of such loss.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'A. Morris Tooker', written in a cursive style.

A. Morris Tooker, President

SPECIMEN

This endorsement, effective 12:01 am, 01/01/2026
of policy number 38 FA 0228108-25

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issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

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JOINT INSURED

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

- ☒ Insuring Agreement 1 - Employee Theft
- ☐ Insuring Agreement 2 - Employee Theft Client Premises
- ☐ Insuring Agreement 3 - Computer And Funds Transfer Fraud
- ☐ Insuring Agreement 4 - Inside The Premises *Money, Securities and Other Property*
- ☐ Insuring Agreement 5 - Outside The Premises *Money, Securities and Other Property*
- ☐ Insuring Agreement 6 - Depositors Forgery or Alteration
- ☐ Insuring Agreement 7 - Credit, Debit Or Charge Card Forgery
- ☐ Insuring Agreement 8 - Money Orders And Counterfeit Currency
- ☐ Insuring Agreement 9 - Investigative Expenses
- ☐ Insuring Agreement 10 - Computer Systems Restoration Expenses
- ☐ Insuring Agreement 11 - Identity Recovery Expenses Reimbursement

Solely with respect to the Insuring Agreements indicated above, the Policy is amended as follows:

The following is/are added as a "Named Insured":

City of Lawton Water Authority

All other terms and conditions remain unchanged.



A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2026
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT LOSS PAYABLE

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

This endorsement applies to the Insuring Agreements designated below:

This endorsement applies only to **INSURING AGREEMENT 1.** ☒

INSURING AGREEMENT 2. ☐

- A.** The "Insured" agrees that any loss payable under the Insuring Agreement(s) indicated above shall be paid jointly to the "Insured" and the Loss Payee(s) designated below with an interest in such "money", "securities" or "other property":

OKLAHOMA WATER RESOURCES BOARD
(Name(s) of Loss Payee(s))

3800 N. CLASSEN BLVD., OKLAHOMA CITY, OK 73118
(Address(es) of Loss Payee(s))

and any such payment shall constitute payment to the "Insured". The Insurer agrees that it will make all such payments jointly to the "Insured" and the Loss Payee(s), and the Insurer will not make any payment solely to the "Insured" unless it receives a request in writing from the Loss Payee(s) to make such payment to the Insured.

- B.** Nothing herein shall be construed as providing limits of liability per Loss Payee.
- C.** No rights or benefits are bestowed on the Loss Payee(s) other than payment of loss as set forth herein.
- D.** This endorsement applies only to loss payable under the designated Insuring Agreement(s) involving "money", "securities" and "other property" belonging to the Loss Payee(s) named above.

All other terms and conditions remain unchanged.



A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2026
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

- I. Section VII. **GENERAL CONDITIONS**, paragraph E. **CONCEALMENT, MISREPRESENTATION OR FRAUD**, is deleted and replaced with the following:

E. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy does not provide coverage in any case of fraud by the "Insured" as it relates to this Policy at any time. It also does not provide coverage if the "Insured", at any time intentionally conceals or misrepresents a material fact, whether in the application or otherwise, concerning:

1. this Policy;
2. the "money", "securities" or "other property" covered under this Policy;
3. the "Insured's" interest in the "money", "securities" or "other property" covered under this Policy; or
4. a claim under this Policy.

- II. The following statement is added to the Policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance Policy, containing any false, incomplete or misleading information, is guilty of a felony.

All other terms and conditions remain unchanged.



A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2026
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

I. Section VII. **GENERAL CONDITIONS** is amended by the following:

A. Section VII. **GENERAL CONDITIONS**, B. **CANCELLATION OF POLICY**, paragraph 2., is deleted and replaced by the following:

2. The Insurer may cancel this Policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if the Insurer cancels for any other reason.

After coverage has been in effect for more than 45 days business days or after the effective date of a renewal of this Policy, no notice of cancellation will be issued by the Insurer unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation in the procurement of the insurance of with respect to any claims submitted under it;
- (3) Discovery of willful or reckless acts or omissions by the "Insured" that increase any hazard insured against;
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed.
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- (6) A determination by the Insurance Commissioner that the continuation of the Policy would place the Insurer in violation of the insurance laws of this state;
- (7) The "Insured's" conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- (8) Loss of or substantial changes in applicable reinsurance.

B. Section VII. GENERAL CONDITIONS, paragraph B. CANCELLATION OF POLICY, is amended by addition of the following:

NONRENEWAL

1. If the Insurer elects not to renew this Policy, the Insurer will mail or deliver written notice of nonrenewal to the first "Named Insured" at least 45 days before:
 - a. The expiration date of this Policy; or
 - b. An anniversary date of this Policy, if it is written for a term longer than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to the first "Named Insured" at the last mailing address known to the Insurer.
3. If notice is mailed.
 - a. It will be considered to have been given to the first "Named Insured" on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.
4. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this Policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring Policy.
5. The Insurer will **not** provide notice of nonrenewal if:
 - a. The Insurer, or another company within the same insurance group, has offered to issue a renewal Policy; or
 - b. The "Insured" has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
6. If the Insurer has provided the required notice of nonrenewal as described in **B.2.** above, and thereafter extends the Policy for a period of 90 days or less, the Insurer will **not** provide an additional nonrenewal notice with respect to the period of extension.

PREMIUM OR COVERAGE CHANGES AT RENEWAL

1. If the Insurer elects to renew this Policy, the Insurer will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first "Named Insured", at the last mailing address known to the Insurer.
2. Any such notice will be mailed or delivered to the first "Named Insured" at least 45 days before:
 - a. The expiration date of this Policy; or
 - b. An anniversary date of this Policy, if it is written for a term longer than one year or with no fixed expiration date.
3. If notice is mailed:
 - a. It will be considered to have been given to the first "Named Insured" on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.

4. If the first "Named Insured" accepts the renewal, the premium increase or coverage changes will be effective the day following the prior Policy's expiration or anniversary date.
5. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this Policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - a. 45 days after notice is given; or
 - b. The effective date of replacement coverage obtained by the insured;
whichever occurs first.

If the first "Named Insured" then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring Policy.

6. The Insurer will not provide notice of the following:
 - a. changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business; or
 - b. changes based upon the altered nature or extent of the risk insured; or
 - c. changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business

All other terms and conditions remain unchanged.



A. Morris Tooker, President



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at — <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



Producer Compensation Notice

You can review and obtain information on The Hartford's producer compensation practices at www.thehartford.com or at 1-800-592-5717.

SPECIMEN



HARTFORD FIRE INSURANCE CO.

Date: 12/30/2024

Producer Code: 38383643

INSURICA INSURANCE SERVICES LLC
221 C AVENUE
LAWTON, OK 73501

Producer's Advice of Premium for Fidelity

Insured: CITY OF LAWTON
Policy #: 38 FA 0228108-25
Policy Term: 01/01/2025 - 01/01/2026
Type of Policy: CRIMESHIELD ADVANCED
Billing Term: ANNUAL
Billing Type: HFP BILL
Transaction Type: RENEWAL

Premium
\$ 9,408

Comments:

PLEASE NOTE THAT THIS IS A PRODUCER'S ADVICE OF PREMIUM ONLY. AN ORIGINAL INVOICE WILL BE SENT DIRECTLY TO YOUR ACCOUNTING DEPARTMENT.

**THE HARTFORD CRIMESHIELDSM ADVANCED
DECLARATIONS**



HARTFORD FIRE INSURANCE CO.
Hartford Plaza, Hartford, CT 06115,
A stock insurance company, herein called the Insurer

Policy Number: 38 FA 0228108-25

ITEM 1. Named Insured:

CITY OF LAWTON

Producer: Code, Name and Address:

38383643
INSURICA INSURANCE SERVICES LLC
221 C AVENUE
LAWTON, OK 73501

ITEM 2. Address

212 SW 9TH STREET
LAWTON, OK 73501

ITEM 3. Policy Period: From 12:01 a.m. on 01/01/2025 Inception Date To 12:01 a.m. on 01/01/2026 Expiration Date
(Standard Time at your mailing address)

ITEM 4. Coverages, Limits of Insurance and Deductibles: Only Those **Insuring Agreements** That Are Designated With An "X" Are Included Under This **Policy**

	Limit of Insurance	Deductible Amount
☒ Insuring Agreement 1 Employee Theft	\$1,000,000	\$10,000
☐ Insuring Agreement 2 Employee Theft Client Premises	\$N/A	\$N/A
☐ Insuring Agreement 3 Computer And Funds Transfer Fraud	\$N/A	\$N/A
☐ Insuring Agreement 4 Inside The Premises Money, Securities and Other Property	\$N/A	\$N/A
☐ Insuring Agreement 5 Outside The Premises Money, Securities and Other Property	\$N/A	\$N/A
☐ Insuring Agreement 6 Depositors Forgery or Alteration	\$N/A	\$N/A
☐ Insuring Agreement 7 Credit, Debit Or Charge Card Forgery	\$N/A	\$N/A
☒ Insuring Agreement 8 Money Orders And Counterfeit Currency	\$50,000	\$0
☒ Insuring Agreement 9 Investigative Expenses	\$25,000	\$0
☒ Insuring Agreement 10 Computer Systems Restoration Expenses	\$25,000	\$1,000
☒ Insuring Agreement 11 Identity Recovery Expenses Reimbursement	\$25,000	\$N/A

ITEM 5. Form numbers of Endorsements Forming Part of this Policy When Issued:

CA 00 H002 00 0909

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ITEM 6. Cancellation of Prior Insurance: By acceptance of this **Policy** the "Insured" gives the Insurer notice cancelling prior policies or bonds numbered: FA 02281082401 the cancellations to be effective at the time this **Policy** becomes effective.

ITEM 7. ADDRESS FOR NOTICES TO THE INSURER

(A) For Claims:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPClaims@thehartford.com

Fax: (917) 464-6000

(B) For other than Claims:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPEXpress@thehartford.com

Fax: (866) 586-4550



Authorized Representative

12/30/2024

Date

ENDORSEMENT

This endorsement, effective on 01/01/2025 at 12:01 A.M standard time, forms a part of

Policy No. 38 FA 0228108-25 of the HARTFORD FIRE INSURANCE CO.

Issued to CITY OF LAWTON



A. Morris Tooker, President

SCHEDULE

	CA00H12601	2/15	BOND BILLING STATEMENT
	CA00H00200	9/09	CRIMESHIELD ADVANCED POLICY DECLARATIONS
	CA00H00300	9/09	THE HARTFORD CRIMESHIELD ADVANCED POLICY
	RN00U00100	5/93	IN WITNESS PAGE
1	CA00H10000	9/09	ADD FAITHFUL PERFORMANCE OF DUTY - WITH SUBLIMIT
2	HG00H00901	7/08	AMEND MAILING ADDRESS FOR NOTICE ENDORSEMENT
3	CA00H09300	9/09	AMENDMENT FOR GOVERNMENTAL ENTITIES
4	CA00H15500	10/14	DECEPTION FRAUD ENDORSEMENT
5	CA00H15600	10/14	INCLUDE COVERAGE FOR VIRTUAL CURRENCY - SUBLIMITED
6	CA00H00700	9/09	JOINT INSURED
7	CA00H07800	9/09	JOINT LOSS PAYABLE
8	CA35H00400	10/10	OKLAHOMA AMENDATORY ENDORSEMENT
9	CA35H00500	10/10	OKLAHOMA CANCELLATION AND NONRENEWAL ENDORSEMENT
	HG00H12900	10/16	U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
	HR00H09300	2/07	PRODUCER COMPENSATION NOTICE

THE HARTFORD CRIMESHIELDSM ADVANCED

I. CONSIDERATION CLAUSE

In exchange for the payment of premium and subject to the Declarations, Insuring Agreements, Exclusions, General Conditions, Definitions and terms of this Policy, the Insurer and "Insured" agree as follows:

ONLY THOSE INSURING AGREEMENTS THAT ARE DESIGNATED WITH AN "X" ON THE POLICY DECLARATIONS PAGE ARE INCLUDED UNDER THIS POLICY.

II. INSURING AGREEMENTS

INSURING AGREEMENT 1. - EMPLOYEE THEFT

The Insurer will pay for loss of or damage to "money", "securities" and "other property" incurred by the "Insured" which results directly from "theft" by an "employee", whether or not identifiable, while acting alone or in collusion with other persons.

INSURING AGREEMENT 2. - EMPLOYEE THEFT CLIENT PREMISES

The Insurer will pay for loss of or damage to "money", "securities" and "other property" sustained by the "Insured's" "client" when such loss results directly from "theft" on said "client's premises" by the "Insured's" identified "employee".

INSURING AGREEMENT 3. - Computer And Funds Transfer Fraud

1. The Insurer will pay for loss of and loss from damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of such "money", "securities" and "other property" from inside the "premises" or "banking premises":
 - a. to a person (other than a "messenger") outside those "premises"; or
 - b. to a place outside those "premises".
2. The Insurer will pay for loss of "money" or "securities" through "funds transfer fraud" resulting directly from "fraudulent transfer instructions" communicated to a "financial institution" and instructing such institution to pay, deliver, or transfer "money" or "securities" from the "Insured's" "transfer account".

INSURING AGREEMENT 4. - INSIDE THE PREMISES *Money, Securities and Other Property*

1. The Insurer will pay for loss of "money" and "securities" inside the "premises" or "banking premises" resulting directly from "theft", disappearance or destruction.
2. The Insurer will pay for loss of or damage to "other property":
 - a. inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
 - b. inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
3. The Insurer will pay for loss from damage to the "premises" or its exterior resulting from an actual or attempted:
 - a. "theft" of "money" or "securities"; or
 - b. "robbery" or "safe burglary" of "other property"if the "Insured" is the owner of the "premises" or is liable for damage to it.

4. The Insurer will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" or unlawful entry into those containers.

INSURING AGREEMENT 5. - OUTSIDE THE PREMISES *Money, Securities and Other Property*

1. The Insurer will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
2. The Insurer will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

INSURING AGREEMENT 6. - DEPOSITORS FORGERY OR ALTERATION

1. The Insurer will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - a. made or drawn upon the "Insured"; or
 - b. made or drawn by one acting as the "Insured's" agent and drawn on the "Insured's" account or that are purported to have been so made or drawn.
2. The Insurer will treat mechanically or electronically produced or reproduced signatures the same as handwritten signatures.
3. If the "Insured" is sued for refusing to pay any instrument in 1. above, on the basis that it has been forged or altered and the "Insured" has the Insurer's written consent to defend against that suit, the Insurer will pay for any reasonable legal expenses that the "Insured" incurs and pays in such defense. The amount that the Insurer will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement. If a Deductible Amount applies to this Insuring Agreement, the Insurer will also apply it to the amount of legal expenses incurred in this Insuring Agreement.
4. The "Insured" must include with the "Insured's" proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss and describing both sides of said instrument.

INSURING AGREEMENT 7. - CREDIT, DEBIT OR CHARGE CARD FORGERY

The Insurer will pay for loss which results directly from forgery or alteration of written instruments required in conjunction with any credit, debit, or charge card issued to the "Insured" or any "employee" for business use.

INSURING AGREEMENT 8. - MONEY ORDERS AND COUNTERFEIT CURRENCY

1. The Insurer will pay for loss resulting directly from the "Insureds" having accepted in good faith and in the regular course of business, in exchange for merchandise, "money" or services:
 - a. money orders issued by any post office, express company or bank in any country that are not paid upon presentation; or
 - b. "counterfeit" paper currency of any country that is acquired during the regular course of business.

Unless otherwise shown in the Declarations, the Limit of Insurance under this Insuring Agreement is \$50,000 and there is no deductible applying to loss covered under this Insuring Agreement.

INSURING AGREEMENT 9 - INVESTIGATIVE EXPENSES

The Insurer will pay for reasonable "investigative expenses" incurred and paid by the "Insured" per "occurrence" to establish the existence and determine the amount of loss covered under Insuring Agreements 1. through 8. if elected, provided that the amount of direct covered loss exceeds the Deductible Amount applicable to such covered loss.

INSURING AGREEMENT 10. - COMPUTER SYSTEMS RESTORATION EXPENSES

The Insurer will pay for "computer systems restoration expense" resulting directly from any loss covered under INSURING AGREEMENT 1. - EMPLOYEE THEFT, INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES or INSURING AGREEMENT 3. - COMPUTER AND FUNDS TRANSFER FRAUD incurred by the "Insured" but only if such covered loss is in excess of the Deductible applicable to such covered loss.

INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT

The Insurer will provide reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft" provided that all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the "policy period" for which this Identity Recovery Expenses Reimbursement coverage is applicable; and
3. Such "identity theft" is reported to the Insurer as soon as practicable but in no event later than 60 days after it is first discovered by the "identity recovery insured."

III. LIMIT OF INSURANCE

- A. The most that the Insurer will pay for loss and expense in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.
- B. INSURING AGREEMENT 11. IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage is subject to the limit set forth on the Declarations page.
 1. Legal costs as provided under paragraph d. of the definition of "identity recovery expenses" are part of, and not in addition to, the INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage limit.
 2. Lost Wages and Child and Elder Care Expenses as provided under paragraphs 5. and 6. of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$250 per day, not to exceed \$5,000 in total. This sublimit is part of, and not in addition to, the INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage limit. Coverage is limited to lost wages and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
 3. Mental Health Counseling as provided under paragraph 7. of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

IV. DEDUCTIBLE

The Insurer will not pay for loss or expense in any one "occurrence" unless the amount of the loss or expense exceeds the Deductible Amount shown in the Declarations. The Insurer will then pay the amount of loss or expense in excess of the Deductible Amount, up to the Limit of Insurance. In the event that more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount will be applied.

V. DEFINITIONS

- A. *"Banking premises"* means the interior portion of that part of any building occupied by a banking institution or similar safe depository.
- B. *"Client"* means any entity for which the "Insured" provides goods or services as specified in a written agreement, but only while the written agreement is in effect.
- C. *"Client's premises"* means the interior of that portion of any building that the "Insured's" "client" occupies in conducting its business.
- D. *"Computer System"* means: a computer and all input, output, processing, storage, off line media library and communication facilities which are connected to such computer, provided that such computer and facilities are:
 - 1. under the direct operation and control of the "Insured";
 - 2. at an "electronic data processor" with whom the "Insured" has contracted for data processing services (including other financial institutions); or
 - 3. at an automated clearing house (including a Federal Reserve Bank), or other electronic communications system including but not limited to Fedwire, Clearing House Interbank Payment System (CHIPS) and Society for Worldwide International Financial Telecommunications (SWIFT);
- E. *"Computer Systems Restoration Expenses"* means reasonable expenses, incurred by the "Insured" with the Insurer's prior written consent, to reproduce or duplicate damaged or destroyed "data" or computer programs. If such "data" or computer programs cannot be duplicated from other "data" or computer programs, then "computer systems restoration expense" shall also include reasonable costs incurred for computer time, computer programmers, technical experts or consultants to restore such "data" or computer programs to substantially the same level of operational capability existing immediately before the covered loss. "Computer systems restoration expenses" shall not include 1) expenses incurred by any "client" 2) "Investigative Expenses" and 3) the "Insured's" internal corporate costs, including salaries.
- F. *"Controlled Partnership"* means a limited partnership in which and so long as the "Named Insured" owns or controls, directly or indirectly, more than 50% of the limited partnership interest and is the sole general partner.
- G. *"Counterfeit"* means an imitation of an actual valid original which is intended to deceive and to be taken as an original.
- H. *"Custodian"* means the "Insured", or any of the "Insured's" partners, an "LLC Manager", "LLC Member" or any "employee" while having the care and custody of "money", "securities" or "other property" inside the "premises", excluding any person while acting as a "watchperson" or janitor.
- I. *"Data"* means a representation of information, knowledge, facts, concepts or instructions which are processed and stored in a "computer system".
- J. *"Electronic Data Processor"* means a natural person, partnership or corporation authorized by the "Insured" to perform services as a data processor of the "Insured's" checks or other accounting records (not including preparation or modification of computer software or programs). A Federal Reserve Bank or clearinghouse shall not be construed to be an "electronic data processor".
- K. *"Employee"* means
 - 1. a natural person:
 - a. while in the "Insured's" service or for 90 days after termination of such service; and
 - b. whom the "Insured" compensates directly by salary, wages, commissions; and
 - c. whom the "Insured" has the right to direct and control while performing services for the "Insured"

2. a natural person who is:
 - a. a trustee, officer, employee, administrator or manager of any "Employee Benefit Plan(s)" insured under this Policy; or
 - b. the "Insured's" director or trustee while that person is handling "money" or "securities" or "other property" of "Employee Benefit Plan(s)" insured under this Policy;
3. a natural person who is a director or trustee of the "Insured" while performing acts coming within the scope of the usual duties of an "employee" or while acting as a member of any of the "Insured's" elected or appointed committees to perform on the "Insured's" behalf, specific, as distinguished from general, directorial acts; or
4. a natural person who is furnished temporarily to the "Insured" by a temporary employment service firm to substitute for a permanent "employee" as defined in sub-paragraph (1) above, who is on leave, or to meet seasonal or short-term work load conditions and for whom the "Insured" has the right to direct and control while performing services for the "Insured"; provided, however, such persons are excluded while having care and custody of "other property" outside the "premises".
5. a natural person who is leased to the "Insured" under a written agreement between the "Insured" and a labor leasing firm, to perform duties related to the conduct of the "Insured's" business;
6. a natural person who is a non-compensated officer of the "Insured";
7. a natural person who is a volunteer of the "Insured's" who is not compensated, other than one who is a fund solicitor, while performing services for the "Insured" that are usual to the duties of an "Employee"; or
8. a natural person who is a former "employee", director, partner, member or trustee of the "Insured" retained as a consultant while performing services for the "Insured"; or
9. a natural person who is a guest student or intern of the "Insured" while pursuing studies or duties with the guidance or direction of the "Insured"; or
10. a natural person who is the "Insured's" partner, "LLC Manager" or "LLC Member", but the Insurer will not pay for loss caused by any partner, "LLC Manager" or "LLC Member", unless the amount of the loss exceeds the sum of:
 - a. any amounts the "Insured" owes that partner, "LLC Manager" or "LLC Member"; and
 - b. the value of that partner's partnership interest, or that "LLC Manager's" or "LLC Member's" ownership interest determined by the closing of the "Insured" organization's books on the date of discovery of the loss by the "Insured" organization by anyone not in collusion with the person causing the loss, and
 - c. any applicable Deductible Amount;

then the Insurer will pay the amount of loss excess of that sum, up to the Limit of Insurance applicable to INSURING AGREEMENT 1. - EMPLOYEE THEFT.

The foregoing notwithstanding, "employee" does NOT mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character.

- L. *"Employee Benefit Plan(s)"* means any welfare or pension Plan that is subject to the Employee Retirement Income Security Act (ERISA) of 1974, as amended, and which is sponsored by one or more of the "Insureds".
- M. *"Financial institution"* means a bank, savings bank, savings and loan association or similar thrift institution, a stockbroker, mutual fund, liquid assets fund, or similar investment institution in which the "Insured" maintains a "transfer account".

- N. *"Forgery"* means the signing of the name of another person or organization with intent to deceive; provided, however, that it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any reason.
- O. *"Fraudulent transfer instructions"* means:
1. fraudulent electronic, telegraphic, facsimile, cable, teletype or telephone instructions to a "financial institution" to debit a "transfer account" and to pay, transfer or deliver "money" or "securities" from such account and which instructions purport to have been authorized by the "Insured" but which have been fraudulently transmitted by another; or
 2. fraudulent written instructions to a "financial institution" to debit a "transfer account" and to pay, transfer or deliver "money" or "securities" from such account through an electronic funds transfer system at specified times or under specified conditions and which instructions purport to have been duly authorized by the "Insured" but which have been fraudulently issued, forged or altered by another.
- P. *"Funds transfer fraud"* means "theft" of "money" or "securities" from any of the "Insured's" "transfer accounts" at a "financial institution" and occurring through "fraudulent transfer instructions" communicated to such "financial institution".
- Q. *"Identity Recovery Expenses"* means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "identity theft":
1. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
 2. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "Insured's" efforts to report an "identity theft" or amend or rectify records as to the "Insured's" true name or identity as a result of an "identity theft."
 3. Costs for up to twelve (12) credit reports from established credit bureaus dated within 12 months after the "Insured's" knowledge or discovery of an "identity theft".
 4. Legal Costs for reasonable attorney fees incurred, with the Insurer's prior written consent, for:
 - a. defending any civil suit brought against an "identity recovery insured" by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an "identity theft"; and
 - b. removing any civil judgment wrongfully entered against an "identity recovery insured" as a result of the "identity theft."
 - c. costs for challenging the accuracy or completeness of any information in a consumer credit report.
5. Lost Wages
- Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
6. Child and Elder Care Expenses
- Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

7. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

R. *"Identity Recovery Insured"* means a member of the board of directors, member of the board of trustees, officer, risk manager, in-house general Counsel, "LLC Manager", or "LLC Member". An "identity recovery insured" must always be an individual person. The entity insured under this policy is not an "identity recovery insured."

S. *"Identity Theft"* means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

T. *"Insured"* means the "Named Insured", any "Employee Benefit Plan(s)", any "non-ERISA" plan(s) and any "subsidiary" in existence as of the inception date of this Policy or formed by the "Insured" during the Policy Period.

U. *"Investigative Expenses"* means reasonable expenses incurred and paid by the "Insured", with the Insurer's prior written consent, in establishing the existence and amount of any direct loss covered under Insuring Agreements 1. through 8. within this Policy. The reasonableness of such expenses shall be determined by the Insurer and shall not include any of the "Insured's" internal corporate obligations such as "employee" wages or any other internal costs. "Investigative expenses" shall not include expenses incurred by any "client".

V. *"LLC Manager"* means any natural person who was is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

W. *"LLC Member"* means any natural person who has an ownership interest in a limited liability company.

X. *"Messenger"* means the "Insured", any "LLC Member" or "LLC Manager" or any "employee" while having care and custody of "money", "securities" and "other property" outside the "premises".

Y. *"Money"* means currency, coins and bank notes in current use and having a face value; and traveler's checks, register checks and money orders held for sale to the general public.

Z. *"Named Insured"* means any entity named in ITEM 1 of the Declarations of this Policy.

AA. *"Non-ERISA Plan(s)"* means any plan solely sponsored by any "Insured" that is not subject to the terms of ERISA.

BB. *"Occurrence"* means:

1. as respects INSURING AGREEMENT 1. - EMPLOYEE THEFT and INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES, all loss caused by, or involving, one or more "employees", whether the result of a single act or a series of acts.
2. as respects INSURING AGREEMENT 6. - DEPOSITORS FORGERY OR ALTERATION, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
3. as respects INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage, all acts incidental to an "identity theft", any series of "identity thefts" and all "identity thefts" arising from the same method of operation, whether committed by one or more persons, shall be deemed to arise out of one act and shall be treated as one "identity theft". If an act causes a covered expense under INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage, to more than one "identity recovery insured", the limit of insurance and deductible for INSURING AGREEMENT 11. - IDENTITY RECOVERY

EXPENSES REIMBURSEMENT set forth on the Declaration page shall be the most the Insurer shall pay for all covered loss in the aggregate.

4. as respects all other Insuring Agreements, an act or series of related acts involving one or more persons; or an act or event or a series of related acts or events not involving any person.

CC. *"Other Property"* means any tangible property other than "money" or "securities" that has intrinsic value but does not include any property excluded under this Policy.

DD. *"Policy Period"* means the period from the Inception Date to the Expiration Date set forth in ITEM 3. of the Declarations at the local time of the address set forth in ITEM 2. of the Declarations, or any earlier termination date.

EE. *"Premises"* means the interior of that portion of any building which the "Insured" occupies in conducting the "Insured's" business.

FF. *"Robbery"* means the unlawful taking of "other property" from the care and custody of a person by one who has caused or threatened to cause that person bodily harm, or, committed an obviously unlawful act witnessed by that person, to the deprivation of the "Insured".

GG. *"Safe burglary"* means the unlawful taking of "other property" from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior, or, the taking of a safe or vault from inside the "premises".

HH. *"Securities"* means negotiable or non-negotiable instruments or contracts representing either "money" or "other property" and includes tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use and evidences of debt issued in connection with credit or charge cards, which cards are not issued by the "Insured"; but "securities" do not include "money".

II. *"Subsidiary"* means any:

1. corporation in which and so long as any "Named Insured" owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;
2. limited liability company in which and so long as the "Named Insured" owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity's managers;
3. corporation operated as a joint venture in which and so long as the "Named Insured" owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the "Named Insured" solely controls the management and operation of such corporation; or
4. a "Controlled Partnership"

With respect to any "subsidiary" which is a joint venture, limited liability company or "Controlled Partnership", loss occurring as a result of "theft" by "employee(s)" shall apply only if such loss results directly from "theft" by "employee(s)" of the "Insured". Loss occurring as a result of "theft" by "employee(s)" of other joint venture, limited liability company or limited partnership participants is not covered under INSURING AGREEMENT 1. EMPLOYEE THEFT of this Policy.

JJ. *"Theft"* means:

1. the unlawful taking of "money", "securities" or "other property" to the deprivation of the "Insured";
2. solely for the purposes of INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES, the unlawful taking of "money", "securities" or "other property" to the deprivation of the "client".

KK. *"Transfer account"* means an account maintained by the "Insured" at a "financial institution" from which the "Insured" or the "Insured's" authorized representative may cause the payment, transfer or delivery of "money" or "securities" by any means described in the "fraudulent transfer instructions" definition.

LL. *"Watchperson"* means any person whom the "Insured" retains specifically to have the care and custody of "other property" inside the "premises" and who has no other duties.

VI. EXCLUSIONS (Applying To All Insuring Agreements Unless Otherwise Specified)

This Policy Does Not Apply To And The Insurer Will Not Pay For:

A. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

B. Acts Committed By A Named Insured Sole Practitioner

Loss resulting from "theft", or any other dishonest or criminal act committed by the "Named Insured" if such "Named Insured" is a sole practitioner, whether acting alone or in collusion with others.

C. Acts of Employees, Managers, Directors, Trustees or Representatives

Loss resulting from "theft" or any other dishonest or criminal act committed by any of the "Insured's" "employees", managers, directors, trustees or representatives whether acting alone or in collusion with other persons or while performing services for the "Insured" or otherwise except when covered under INSURING AGREEMENT 1. - EMPLOYEE THEFT or INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES.

D. Employee Cancelled Under Prior Insurance

Loss caused by any "employee" of the "Insured" or by any "employee" of a predecessor in interest of the "Insured", for whom similar prior insurance has been cancelled and not reinstated since the last cancellation.

E. Exchanges or Purchases

Loss resulting from the giving or surrendering of "money", "securities" or "other property" in any exchange or purchase.

F. Fire

Loss from damage to the "premises" resulting from fire, however caused, except for loss of or damage to "money" or "securities" and loss from damage to a safe or vault under INSURING AGREEMENT 4. - INSIDE THE PREMISES MONEY, SECURITIES AND OTHER PROPERTY.

G. Identity Recovery Insured Fraud, Dishonest or Criminal Acts

Loss resulting from any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "Insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

H. Governmental Action

Loss resulting from seizure or destruction of "money", "securities" or "other property" by order of governmental authority.

I. Indirect Loss

Loss that is an indirect result of any act or "occurrence" covered by this Policy including but not limited to loss resulting from:

1. the "Insured's" inability to realize income that the "Insured" would have realized had there been no loss of or damage to "money", "securities" or "other property".
2. payment or damages of any type for which the "Insured" is legally liable. But the Insurer will pay compensatory damages arising directly from a loss covered under this Policy.
3. payment of costs, fees or other expenses the "Insured" incurs in establishing either the existence of or the amount of loss under this Policy, unless covered under INSURING AGREEMENT 9. - INVESTIGATIVE EXPENSES.

J. Intellectual Property, Confidential Information And Electronic Data

Loss resulting directly or indirectly from any "theft", disappearance, damage, destruction or disclosure of any intangible property including:

1. trade secrets, proprietary information, confidential information or any copyrights, patents, trademarks, proprietary manufacturing or processing procedures; or
2. secret or confidential information, including but not limited to credit card numbers, bank account numbers or any similar information, unless covered under INSURING AGREEMENT 11. IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage; or
3. "Data" unless covered under INSURING AGREEMENT 10. - COMPUTER SYSTEMS RESTORATION EXPENSES.

K. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

1. any computation or comparison which involves in any manner a profit and loss computation; or
2. an inventory computation. However, where the "Insured" establishes wholly apart from such inventory computations that the "Insured" has sustained a loss covered under this Policy, then the "Insured" may offer the "Insured's" inventory records and actual physical count of inventory in support of the amount of loss claimed.

L. Legal Expenses

Expenses related to any legal action; provided however that this shall not apply to expenses covered under INSURING AGREEMENT 6. - DEPOSITORS FORGERY OR ALTERATION or INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT that meet the conditions set forth in **VII. GENERAL CONDITIONS, Q. LEGAL EXPENSES.**

M. Money Operated Devices

Loss of "money" and "other property" contained in any money operated device unless the amount of any "money" deposited in it is recorded by a continuous recording instrument in the device.

N. Motor Vehicles or Equipment And Accessories

Loss of or damage to motor vehicles, trailers, or semi-trailers or equipment or accessories attached to them. This exclusion shall apply only to INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property.*

O. Noncompliance With Credit, Debit Or Charge Card Issuer's Requirements

Loss resulting from any credit, debit or charge card if the "Insured" has not complied fully with the provisions, conditions or other terms under which the card was issued.

P. Nuclear

Loss resulting from nuclear reaction, nuclear radiation, or radioactive contamination, or any related act or incident.

Q. Professional or Business Identity Theft.

Loss resulting from "theft" of any professional or business identity.

R. Risks Inherent in Insurance Operations

Loss resulting directly or indirectly from contractual or extra contractual liability sustained by the "Insured" in connection with the issuance of contracts or purported contracts of insurance, indemnity or suretyship.

S. Subcontractor and Other Representatives

Loss resulting directly or indirectly by any agent, broker, factor, commission merchant, consignee, contractor, independent contractor, subcontractor or other similar representative. This exclusion shall only apply to INSURING AGREEMENT 1. -EMPLOYEE THEFT AND INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES.

T. Trading Losses

Loss resulting directly or indirectly from any authorized or unauthorized trading of "money", "securities" or "other property", whether in the "Insured's" name or in a genuine or fictitious account.

U. Transfer or Surrender of Money, Securities or Other Property

Loss of or damage to "money", "securities" or "other property" after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

1. on the basis of unauthorized instructions; or
2. as a result of a threat to do bodily harm to any person; or
3. as a result of a threat to do damage to any "money", "securities" or "other property".

But this Exclusion does not apply under INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property* to loss of "money", "securities" and "other property" while outside the "premises" or "banking premises" in the care and custody of a "messenger" if the "Insured":

1. had no knowledge of any threat at the time that the conveyance began; or
2. had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

V. Vandalism

Loss from damages to the "premises" or to the exterior of any safe, vault, cash box, cash drawer or, cash register by vandalism or mischief.

W. Voluntary Parting of Title To or Possession of Money, Securities or Other Property

Loss resulting from the "Insured", or anyone acting on the "Insured's" express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any "money", "securities" or "other property". This exclusion shall only apply to INSURING AGREEMENT 4. - INSIDE THE PREMISES - *Money, Securities and Other Property* and INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property*.

X. War and Similar Actions

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion, or revolution, or any related act or incident.

VII. GENERAL CONDITIONS

A. ARMORED MOTOR VEHICLE COMPANIES

Under INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property*, the Insurer will pay only for the amount of loss the "Insured" cannot recover:

1. under the "Insured's" contract with the armored motor vehicle company; and
2. from any insurance or indemnity carried by or for the benefit of customers of the armored motor vehicle company, or from the armored motor vehicle company.

B. CANCELLATION OF POLICY

1. The first "Named Insured" shown in the Declarations may cancel this Policy by mailing or delivering to the Insurer advance written notice of cancellation.
2. The Insurer may cancel this Policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if the Insurer cancels for non-payment of premium; or
 - b. 60 days before the effective date of cancellation if the Insurer cancels for any other reason.
3. The Insurer will mail or deliver its notice to the first "Named Insured's" last mailing address known to the Insurer.
4. Notice of cancellation will state the effective date of cancellation. The "Policy Period" will end on that date.
5. If this Policy is cancelled, the Insurer will send the first "Named Insured" any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first "Named Insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. CANCELLATION AS TO ANY EMPLOYEE

INSURING AGREEMENT 1. - EMPLOYEE THEFT and INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES are cancelled as to any "employee":

1. immediately upon discovery by a member of the Risk Management Department or any officer, manager, or supervisor of the "Insured" not in collusion with the "employee" of "theft" or any other fraudulent or dishonest act in excess of \$25,000 committed by the "employee" whether before or after becoming employed by the "Insured"; or
2. on the date specified in a notice mailed to the "Insured". The date will be at least 30 days after the date of the mailing. The mailing of notice to the "Insured" at the last mailing address known to the Insurer will be sufficient proof of notice. Delivery of notice is the same as mailing.

D. CHANGES

This Policy contains all of the agreements between the "Insured" and the Insurer concerning the insurance afforded. The first "Named Insured" shown in the Declarations is authorized to make changes in the terms of this Policy with the Insurer's consent. This Policy's terms can be amended or waived only by endorsement issued by the Insurer and made a part of this Policy.

E. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy is void in any case of fraud by the "Insured" as it relates to this Policy at any time. It is also void if the "Insured", at any time intentionally conceals or misrepresents a material fact, whether in the application or otherwise, concerning:

1. this Policy;
2. the "money", "securities" or "other property" covered under this Policy;
3. the "Insured's" interest in the "money", "securities" or "other property" covered under this Policy; or
4. a claim under this Policy.

F. CHANGE IN CONTROL

1. Mergers and Acquisitions

If, during the "Policy Period", any "Insured":

- a. merges with another entity such that the "Insured" is the surviving entity; or
- b. acquires a "Subsidiary",

then coverage shall be provided for such newly merged or acquired entity and its "Subsidiary(ies)" after the effective date of such merger or acquisition.

If the revenues of any newly merged or acquired entity or new "Subsidiary" exceed 15% of the total revenues of the "Named Insured" as reflected in its most recent consolidated audited financial statements prior to such merger or acquisition, the "Insureds" shall give the Insurer full details of the transaction in writing as soon as practicable, but in no event later than ninety (90) days after the date of such merger or acquisition and the Insurer shall be entitled to impose such additional terms, conditions, and premium as the Insurer, in its absolute discretion, chooses. There shall be no coverage for any newly merged or acquired entity or any of its subsidiaries unless the "Insureds" comply with the terms of this provision.

2. Takeover Of Named Insured

If the "Named Insured" merges into or consolidates with another entity such that the "Named Insured" is not the surviving entity; or

- a. all, or substantially all of the assets of the "Named Insured" are acquired by another person or entity, group of persons or entities, or persons and entities acting in concert such that the "Named Insured" is not the surviving entity; or
- b. more than 50% of the securities representing the right to vote for the "Named Insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall immediately terminate as of the date of such transaction and any loss occurring upon or after such date shall not be covered hereunder.

G. DISCOVERY

1. The Insurer will pay for loss which the "Insured" sustains through acts or events committed or occurring at any time and which are discovered by the "Insured" during the "Policy Period" or during the period provided in **VII. GENERAL CONDITIONS, L. EXTENDED PERIOD TO DISCOVER LOSS.**
2. Discovery of loss occurs when a member of the Risk Management Department or any officer, manager, or supervisor of the "Insured" first becomes aware of facts which would cause a reasonable person to assume that a loss covered by this Policy has been, or may be incurred even though the exact amount or the details of the loss may not then be known.
3. Discovery also occurs when the "Insured" receives notice of an actual or potential claim against the "Insured" alleging facts, which if true, would constitute a covered loss under this Policy.
4. No coverage will be available under this Policy for any loss which the "Insured" is aware of prior to the inception date of this Policy.
5. Regardless of the number of claims, the applicable limit of insurance set forth on the Declarations for INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT is the most the Insurer will pay per "occurrence" for the total of all loss or expense arising out of all "identity thefts" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

H. DISCOVERY SUPERSEDING LOSS SUSTAINED COVERAGE LIABILITY FOR PRIOR LOSSES

1. If this Policy has replaced similar prior insurance written by a company other than the Insurer, and such other insurance provided a period of time to discover loss occurring prior to the termination or cancellation of that coverage, and a loss is discovered within the period provided by prior insurance to discover losses, the Insurer will not pay for such loss unless the amount exceeds the Limit of Insurance under said prior Policy. The Insurer will then only pay the "Insured" for any excess loss subject to the Insuring Agreements, Exclusions and General Conditions of this Policy.
2. Any payment that the Insurer makes to the "Insured" under this insurance shall not exceed the difference between the amount of insurance under the "Insured's" prior Policy and the Limit of Insurance shown in the Declarations and the Insurer will not apply its Deductible Amount to any excess loss payment.

I. DUTIES IN THE EVENT OF LOSS

After a member of the Risk Management Department or an officer, manager or supervisor of the "Insured" discovers a loss or a situation which may result in a loss of or damage to "money", "securities" or "other property", the "Insured" must:

1. notify the Insurer as soon as possible but no later than 90 days after discovery of loss.
2. submit to examination under oath at the Insurer's request and give the Insurer a signed statement.
3. give the Insurer a detailed, sworn proof of loss within 120 days.
4. cooperate with the Insurer in the investigation and settlement of any claim.
5. with respect to INSURING AGREEMENT 4. - INSIDE THE PREMISES - *Money, Securities and Other Property* and INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property* notify the police if the "Insured" has reason to believe that the "Insured's" loss involves a violation of law.

6. with respect to INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage, the "identity recovery insured" must send to the Insurer, within 60 days after its request, receipts, bills or other records that support the "Insured's" claim for "identity recovery expenses."

J. EMPLOYEE BENEFIT PLANS

In compliance with certain provisions of the Employee Retirement Income Security Act (ERISA):

1. The Insurer will pay for loss of or damage to "money", "securities" or "other property" of any "Employee Benefit Plan(s)" sponsored exclusively by the "Insured" resulting directly from "theft" by an "employee".

In no event shall coverage for any "Employee Benefit Plan(s)" be more than the Limit of Insurance shown on the Declarations under ITEM 4., INSURING AGREEMENT 1. - EMPLOYEE THEFT. Such limit shall be a part of and not in addition to the Limit of Insurance for INSURING AGREEMENT 1. - EMPLOYEE THEFT stated on the Declarations.

2. If any one or more "Employee Benefit Plans" are insured jointly with any other entity under this Policy, the "Insured" or the plan administrator must select a Limit of Insurance for INSURING AGREEMENT 1. - EMPLOYEE THEFT that is sufficient to provide a Limit of Insurance for each "Employee Benefit Plans" which is at least equal to that required if each Plan were separately insured.
3. Any payments the Insurer makes to the "Named Insured" for loss sustained by any "Employee Benefit Plan" will be held by that "Named Insured" for the use and benefit of the "Employee Benefit Plan" sustaining the loss.
4. If two or more "Employee Benefit Plans" are insured under this Policy, any payment which the Insurer makes for loss sustained by two or more "Employee Benefit Plans", or of commingled funds or "other property" of two or more "Employee Benefit Plans", which arises out of one "occurrence", is to be shared by each "Employee Benefit Plan" sustaining loss in the proportion that the Limit of Insurance required for each "Employee Benefit" Plan bears to the total of those limits.
5. The Deductible provision which applies to INSURING AGREEMENT 1. - EMPLOYEE THEFT shall not apply to loss which is sustained by any "Employee Benefit Plan(s)" subject to ERISA and which plan is covered under this insurance.

K. EXAMINATION OF The Insured'S BOOKS AND RECORDS

1. The Insurer may examine and audit the "Insured's" books and records as they relate to this Policy at any time during the "Policy Period" and up to three years afterward.
2. The Insurer may also examine and audit the books and records of any organization which the "Insured" newly acquired and that is deemed to be an "Insured" under this Policy.

L. EXTENDED PERIOD TO DISCOVER LOSS

The Insurer will pay for loss which the "Insured" sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by the "Insured":

1. no later than 60 days from the date of the termination, cancellation or non-renewal; and
2. as respects any "Employee Benefit Plan(s)", no later than 1 year from the date of that termination, cancellation or non-renewal.

However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by the "Insured" to replace, in whole or in part, the insurance afforded by this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

M. FACSIMILE SIGNATURES

The Insurer will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

N. INSPECTION AND SURVEYS

1. The Insurer has the right but is not obligated to:
 - a. make inspections and surveys at any time;
 - b. give the "Insured" reports on the conditions the Insurer finds; and
 - c. recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or the safety of workers or the public. And, the Insurer does not warrant that conditions:
 - a. are safe or healthful; or
 - b. comply with laws, regulations, codes or standards.
3. This condition applies not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

O. JOINT INSURED

1. If more than one "Named Insured" is named in the Declarations, the first "Named Insured" will act for itself and for every other "Insured" for all purposes of this Policy. If the first "Named Insured" ceases to be covered, then the next "Insured" will become the first "Named Insured".
2. If any "Insured", "LLC Manager" or "LLC Member" or officer of an "Insured" has knowledge of any information relevant to this Policy, that knowledge is considered to be knowledge of every "Insured".
3. An "employee" of any "Insured" is considered to be an "employee" of every "Insured".
4. If this Policy or any of its Insuring Agreements is cancelled, terminated or non-renewed as to any "Insured", loss sustained by that "Insured" is covered only if discovered by the "Insured" during the period of time provided in **VII. GENERAL CONDITIONS, L. EXTENDED PERIOD TO DISCOVER LOSS**. This extended period to discover loss also terminates in accordance with paragraph 2 of that condition.
5. The Insurer will not pay a greater amount for loss sustained by more than one "Insured" than the Insurer would pay if all of the loss had been sustained by one "Insured".

P. LEGAL ACTION AGAINST US

The "Insured" may not bring any legal action against the Insurer involving loss:

1. unless the "Insured" has complied with all the terms of this Policy; and
2. until 90 days after the "Insured" has filed proof of loss with the Insurer; and
3. unless such action is brought within 2 years from the date that the "Insured" discovers such loss.

Q. LEGAL EXPENSES

The "Insured" shall immediately notify the Insurer of any claim or suit generating such expenses and shall not settle such claim or suit, or incur any related costs or expenses, without the Insurer's prior written authorization, nor shall

the "Insured" admit liability in any such claim or suit. The Insurer shall have no duty to defend any such claim or suit, but shall have the right to investigate, negotiate or settle any such claim or suit or to take over the conduct of the defense thereof. Moreover, if, in the Insurer's discretion, the Insurer advances payments for such suit, the Insurer may require a written undertaking, on its terms and conditions, guaranteeing the repayment of any expenses it pays that are determined to be not covered hereunder.

R. LOSS COVERED UNDER MORE THAN ONE INSURING AGREEMENT OF THIS POLICY

If two or more Insuring Agreements of this Policy apply to the same loss, the Insurer will pay the lesser of:

1. the actual amount of loss; or
2. the sum of the Limits of Insurance applicable to those Insuring Agreements.

S. NON ACCUMULATION OF LIMIT OF INSURANCE

Regardless of the number of years this Policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or "Policy Period" to "Policy Period".

T. OTHER INSURANCE

1. This Policy does not apply to loss recoverable or recovered under other insurance or indemnity. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this Policy will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity.
2. However, this Policy will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

U. OWNERSHIP OF PROPERTY; INTERESTS COVERED

1. Solely for purposes of INSURING AGREEMENT 1. - EMPLOYEE THEFT and INSURING AGREEMENTS 3. through 8., the property covered under this Policy is limited to "money", "securities" or "other property":
 - a. that the "Insured" owns or leases; or
 - b. that is owned by the "Insured's" "client" and which the "Insured" holds on its "premises"; or
 - c. which is in the custody of one acting as the "Insured's" "messenger" and while such "money", "securities" or "other property" is in transit; or
 - d. for which the "Insured" is legally liable, except for loss covered under INSURING AGREEMENT 2. EMPLOYEE THEFT - CLIENT PREMISES

Provided that the Insurer's liability will not apply to damage to the "premises" unless the "Named Insured" is the owner of such "premises" or is legally liable for such damage.

Notwithstanding the above, this Policy is for the "Insured's" benefit alone and no other person or organization has any rights or benefits. Any claim for a loss of "client" "money", "securities" or "other property" occurring on the "Insured's" "premises" or while in transit in the custody of a "messenger" may only be made by the "Insured" in the "Insured's" proof of loss.

2. Solely for purposes of INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES, the property covered under this Policy is limited to "money", "securities" and "other property":
 - a. that the "Insured's" "client" owns or leases; or

- b. that is owned or leased by a customer of the "Insured's" "client" or
- c. for which the "Insured's" "client" is legally liable;

but only for "theft" that occurs and causes loss during the time the "Insured's" identified "employee" is engaged pursuant to a written agreement to perform services on the "client's premises".

Notwithstanding the above, this Policy is for the "Insured's" benefit alone and no other person or organization has any rights or benefits, including the "client". Any claim for loss of "money", "securities" or "other property" sustained by the "client" or customer of such "client" and caused by "theft" by an "employee" shall be made by the "Insured" in the "Insured's" proof of loss.

V. PREMIUMS

The first "Named Insured" is responsible for the payment of all premiums and will be the payee for all return premiums the Insurer pays.

W. RECORDS

The "Insured" must keep records of all "money", "securities" and "other property" covered under this Policy so the Insurer can verify the existence, cause and amount of any loss.

X. RECOVERIES

1. Any recoveries made before the resolution of all or any part of a claim under this Policy shall be distributed/applied in the following order of priority:
 - a. to the party (either the "Insured" or the Insurer) to reimburse it for the reasonable and necessary costs of obtaining the recovery; and then
 - b. to the "Insured" to reduce the amount of covered loss.
2. Any recoveries made after the resolution of all or any part of a claim under this Policy shall be distributed/applied in the following order of priority:
 - a. to reimburse the party (either the "Insured" or the Insurer) for the reasonable and necessary costs of obtaining the recovery; and then
 - b. to the "Insured", until reimbursed for any excess covered loss sustained that exceeds the Limit of Insurance and the Deductible Amount, if any; and then
 - c. to the Insurer, until reimbursed for the amount paid; and then
 - d. to the "Insured", until reimbursed for that part of the loss equal to the Deductible Amount, if any; and then
 - e. to the "Insured" for any loss not covered.
3. Recoveries do not include any recovery:
 - a. from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit; or
 - b. of original securities after duplicates of them have been issued.

Y. SPECIAL LIMIT OF INSURANCE FOR SPECIFIED PROPERTY (Insuring Agreement 4.)

The Insurer will pay no more than \$25,000. for any one "occurrence" of loss of or damage to:

1. precious metals, precious or semi-precious stones, pearls, furs or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
2. manuscripts, drawings or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

Z. TERRITORY

this Policy covers acts committed or events occurring anywhere in the world pursuant to **VII. GENERAL CONDITIONS, F. CHANGE IN CONTROL.**

AA. TRANSFER OF THE INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

1. The "Insured's" rights and duties under this Policy may not be transferred without the Insurer's written consent except in the case of death of an individual "Insured".
2. If the "Insured" dies, the "Insured's" rights and duties will be transferred to the "Insured's" legal representative but only while acting within the scope of duties as the "Insured's" legal representative. Until the "Insured's" legal representative is appointed, anyone having proper temporary custody of the "Insured's" "money", "securities" and "other property" will have the "Insured's" rights and duties but only with respect to that "money", "securities" and "other property".

BB. TRANSFER OF THE INSURED'S RIGHTS OF RECOVERY AGAINST OTHERS TO US

The "Insured" must transfer to the Insurer all the "Insured's" rights of recovery against any person or organization for any loss the "Insured" sustained and for which the Insurer has paid or settled. The "Insured" must also do everything necessary to secure those rights and do nothing after loss to impair them.

CC. VALUATION

1. Subject to the applicable Limit of Insurance, The Insurer will pay for:
 - a. loss of "money" but only up to and including its face value. The Insurer may, at its option, pay for a loss of "money" issued by any country other than the United States of America in either the face value in the "money" issued in that country, or, in the United States of America dollar equivalent determined by the rate of exchange as stated in The Wall Street Journal on the day that the loss occurred.
 - b. loss of "securities" but only up to and including their value as stated in The Wall Street Journal at the close of business on the day that the loss was discovered. But, the Insurer may, at its option, 1) pay the value of such "securities", 2) replace them in kind in which event the "Insured" must assign to the Insurer all the "Insured's" rights, title and interest in and to those "securities" or 3) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, the Insurer will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of:
 - i. the value of the "securities" as stated in The Wall Street Journal at the close of the business on the day the loss was discovered; or
 - ii. the Limit of Insurance.
 - c. loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the "other property" without deduction for depreciation, subject to 2. below. However, the Insurer will not pay for more than the lesser of :
 - i. the Limit of Insurance applicable to the lost or damaged "other property"; or
 - ii. the cost to replace the lost or damaged "other property" with "other property" of comparable material and quality and used for the same purpose; or

- iii. the amount that the “Insured” actually spends that is necessary to repair or replace the lost or damaged “other property”.
2. The Insurer will not pay on a replacement cost basis for any loss or damage:
- a. until the lost or damaged “other property” is actually repaired or replaced; and
 - b. unless the repair or replacement is made as soon as reasonably possible after the loss or damage.
- If the lost or damaged “other property” is not repaired or replaced, the Insurer will pay based on actual cash value.
3. The Insurer may, at its option, pay for loss of or damage to “other property” other than “money” in the “money” of the country in which the loss occurred; or in the United States of America dollar equivalent of the “money” of the country where the loss occurred determined by the rate of exchange on the day the loss was discovered. Any “other property” that the Insurer pays for or replaces becomes “other property” of the Insurer.



IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

HARTFORD FIRE INSURANCE CO.
HOME OFFICE – HARTFORD, CONNECTICUT
ADMINISTRATIVE OFFICES - HARTFORD, CONNECTICUT
(A STOCK INSURANCE COMPANY MEMBER OF THE HARTFORD)

Kevin Barnett, Secretary

A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2025
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD FAITHFUL PERFORMANCE OF DUTY - WITH SUBLIMIT

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

A. SCHEDULE

INSURING AGREEMENT	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT
☒ 1. Employee Theft	\$1,000,000	\$10,000
☐ 12. Employee Theft - Per Employee	\$	\$

B. 1. The following is added to the Insuring Agreement(s) checked above:

The Insurer will also pay for loss which is caused by the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the "Insured's" "money", "securities" and "other property".

The Insurer will indemnify any of the "Insured's" officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the "Insured's" "money", "securities" and "other property".

2. The following **EXCLUSION** is added:

DEPOSITORY FAILURE

Loss resulting from the failure of any entity acting as a depository for the "Insured's" "money", "security" or "other property" for which the "Insured" is responsible.

3. Section **VII. GENERAL CONDITIONS, C. CANCELLATION AS TO ANY EMPLOYEE**, paragraph 1..is deleted and replaced by the following:

1. Immediately upon discovery by the "Insured" or any official or "employee" authorized to manage, govern or control the "Insured's" "employees" of any act on the part of an "employee" whether before or after becoming employed by the "Insured" which would constitute a loss covered under the terms of the Insuring Agreement, as amended by this endorsement.

4. The most the Insurer will pay for loss in any one "occurrence" under the Insuring Agreements shown in the **SCHEDULE** and as modified by this endorsement, is the **LIMIT OF INSURANCE** shown in the **SCHEDULE** and its **DEDUCTIBLE AMOUNT**. That **LIMIT OF INSURANCE** is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the **EMPLOYEE THEFT INSURING AGREEMENT(s)** checked above.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'A. Morris Tooker', written in a cursive style.

A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2025
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND MAILING ADDRESS FOR NOTICE ENDORSEMENT

I. Notice of Claim or Wrongful Act

A. A notice of any **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPClaims@thehartford.com

Fax: (917) 464-6000

B. Where it is stated in the policy or declarations page that a notice of any **Claim** or **Wrongful Act** shall be given in writing to The Hartford, Hartford Plaza, Hartford CT 06115, it shall be deleted and replaced with the following:

Notice of any **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPClaims@thehartford.com

Fax: (917) 464-6000

II. All Other Notices

A. All notices other than a notice of **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPExpress@thehartford.com

Fax: (866) 586-4550

- B.** With the exception of notice of a **Claim** or **Wrongful Act**, where it is stated in the policy or declarations page that a notice shall be given in writing to The Hartford, Hartford Plaza, Hartford CT 06115 shall be deleted and replaced with the following:

All notices other than a notice of **Claim** or **Wrongful Act** shall be given in writing to the following:

The Hartford
Hartford Financial Lines
One Hartford Plaza
Hartford, CT 06115

HFPEXpress@thehartford.com

Fax: (866) 586-4550

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'A. Morris Tooker', is positioned above the printed name.

A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2025
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT FOR GOVERNMENTAL ENTITIES

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

A. The following exclusions are added to Section VI. EXCLUSIONS:

Bonded Employee

Loss caused by any "employee" required by law to be individually bonded.

Damages

Damages for which the "Insured" is legally liable as a result of:

1. the deprivation or violation of the civil rights of any person by an "employee"; or
2. the tortious conduct of an "employee" except conversion of property of other parties held by the "Insured" in any capacity.

Treasurer or Tax Collector

Loss caused by a treasurer or tax collector by whatever name known.

B. The following general conditions are added to Section VII. GENERAL CONDITIONS:

INDEMNIFICATION

The Insurer will indemnify any of the "Insured's" officials who are required by law to give bonds for the faithful performance of their service against loss through "theft" by an "employee" who serves under them, subject to the Limit of Insurance.

SOLE BENEFIT

This insurance is for the "Insured's" sole benefit. No legal proceeding of any kind to recover on account of loss under this Policy may be brought by anyone but the "Insured".

All other terms and conditions remain unchanged.



A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2025
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DECEPTION FRAUD ENDORSEMENT

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELD® ADVANCED POLICY

I. Section II. **INSURING AGREEMENTS**, is amended by the addition of the following:

DECEPTION FRAUD

The Insurer will pay for loss of "money" or "securities" resulting from "deception fraud," subject to the Limit of Insurance and Deductible stated in the SCHEDULE below.

Deception Fraud SCHEDULE

Limit of Insurance	\$15,000	Retention	\$5,000
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The above Limit of Insurance and Deductible apply per "occurrence."

II. Section V. **DEFINITIONS**, is amended by the addition of the following:

- "*Deception Fraud*" means the intentional misleading of a person to induce the "Insured" to part with "money" or "securities" by someone pretending to be an "employee," owner of the "Insured" or one of the following business relations:
 1. A "vendor;"
 2. A "customer;"
 3. A "custodian;" or
 4. A "messenger."
- "*Customer*" means a natural person or entity for whom the "Insured" provides goods or services.
- "*Vendor*" means a business entity that sells goods or services to the "Insured."

III. Section VI. **EXCLUSIONS**, is amended in the following manner:

1. Exclusion C. is deleted and replaced with the following:

Loss resulting from "theft," "deception fraud" or any other dishonest or criminal act committed by any of the "Insured's" "employees", managers, directors, trustees or representatives whether acting alone or in collusion with other persons or while performing services for the "Insured" or otherwise except when covered under INSURING AGREEMENT 1. – EMPLOYEE THEFT or INSURING AGREEMENT 2. – EMPLOYEE THEFT – CLIENT PREMISES.

2. Exclusion **E.** is amended to include the following:

This exclusion shall not apply to the Deception Fraud Insuring Agreement.

3. The following exclusions are added:

- Loss or damage resulting directly or indirectly from “deception fraud.” This exclusion shall not apply to the Deception Fraud Insuring Agreement.
- Loss or damage:
 1. resulting from “theft” by an “employee;”
 2. resulting from “forgery” or alteration of:
 - a. checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in “money;” or
 - b. written instruments required in conjunction with any credit, debit or charge card;
 3. directly related to the use of any computer to fraudulently cause a transfer of “money” or “securities” from inside the “premises” or “banking premises;”
 4. resulting from “funds transfer fraud,”
 5. resulting from the “Insureds” having accepted in good faith and in the regular course of business, in exchange for merchandise, “money” or services:
 - a. money orders issued by any post office, express company or bank in any country that are not paid upon presentation; or
 - b. “counterfeit” paper currency of any country;
 6. resulting from any investments in “securities” or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
 7. resulting from the failure, malfunction, inadequacy or illegitimacy of any product or service, including in the advertisement or labelling thereof;
 8. resulting from the failure of any party to perform, in whole or in part, under a contract;
 9. resulting from gambling, game of chance, lottery or similar game; and
 10. resulting from any party’s use or acceptance of any credit card, debit or similar instrument, whether or not genuine.

This exclusion shall only apply to the Deception Fraud Insuring Agreement.

- Loss of or damage to “other property.” This exclusion shall only apply to the Deception Fraud Insuring Agreement.
- Loss of “money” or “securities”:
 1. outside the “premises” in the care and custody of a “messenger” or an armored motor vehicle company; or
 2. inside the “premises” or “banking premises” resulting directly from disappearance or destruction.

This exclusion shall only apply to the Deception Fraud Insuring Agreement.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'A. Morris Tooker', written in a cursive style.

A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2025
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE COVERAGE FOR VIRTUAL CURRENCY - SUBLIMITED

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

I. Section III. LIMIT OF INSURANCE, A. is amended by the addition of the following:

Any coverage for loss of "virtual currency" under this Policy is subject to a sublimit of \$15,000 per "occurrence," which sublimit is part of and not in addition to any other Limit of Insurance applicable under this Policy.

II. Section IV. DEDUCTIBLE, is amended by the addition of the following:

The foregoing notwithstanding, any coverage for loss of "virtual currency" under this Policy is subject to a Deductible Amount of \$5,000 per "occurrence."

III. Section V. DEFINITIONS, Y. "Money" is amended by the addition of the following:

"Money" shall also include "virtual currency".

IV. Section V. DEFINITIONS, is amended by the addition of the following:

"Virtual currency" means a virtual or digital representation of value that is not issued by a central bank or a public authority, but may be accepted as a means of payment and can be transferred, stored or traded electronically, whether or not it is recognized as, or exchangeable for, legal tender.

V. Section VII. GENERAL CONDITIONS, CC. VALUATION, is amended by the addition of the following:

- The foregoing notwithstanding, in the event of loss of "virtual currency" covered under this Policy, the Insurer may, at its option:
 - (1) tender the value of the "virtual currency" in actual currency of the country in which the loss was sustained, or in the United States of America dollar equivalent, by taking the weighted average of the values of "virtual currency" in such actual currency as posted on the three largest relevant "virtual currency" exchanges, based on the volume of "virtual currency" exchanged, as of 12:00 PM EST on the day the loss is discovered; or
 - (2) replace the quantity of "virtual currency" of such loss.

All other terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'A. Morris Tooker', with a stylized flourish at the end.

A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2025
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT INSURED

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

- ☒ Insuring Agreement 1 - Employee Theft
- ☐ Insuring Agreement 2 - Employee Theft Client Premises
- ☐ Insuring Agreement 3 - Computer And Funds Transfer Fraud
- ☐ Insuring Agreement 4 - Inside The Premises *Money, Securities and Other Property*
- ☐ Insuring Agreement 5 - Outside The Premises *Money, Securities and Other Property*
- ☐ Insuring Agreement 6 - Depositors Forgery or Alteration
- ☐ Insuring Agreement 7 - Credit, Debit Or Charge Card Forgery
- ☐ Insuring Agreement 8 - Money Orders And Counterfeit Currency
- ☐ Insuring Agreement 9 - Investigative Expenses
- ☐ Insuring Agreement 10 - Computer Systems Restoration Expenses
- ☐ Insuring Agreement 11 - Identity Recovery Expenses Reimbursement

Solely with respect to the Insuring Agreements indicated above, the Policy is amended as follows:

The following is/are added as a "Named Insured":

City of Lawton Water Authority

All other terms and conditions remain unchanged.



A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2025
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT LOSS PAYABLE

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

This endorsement applies to the Insuring Agreements designated below:

This endorsement applies only to **INSURING AGREEMENT 1.** ☒
INSURING AGREEMENT 2. ☐

- A.** The "Insured" agrees that any loss payable under the Insuring Agreement(s) indicated above shall be paid jointly to the "Insured" and the Loss Payee(s) designated below with an interest in such "money", "securities" or "other property":

OKLAHOMA WATER RESOURCES BOARD
(Name(s) of Loss Payee(s))

3800 N. CLASSEN BLVD., OKLAHOMA CITY, OK 73118
(Address(es) of Loss Payee(s))

and any such payment shall constitute payment to the "Insured". The Insurer agrees that it will make all such payments jointly to the "Insured" and the Loss Payee(s), and the Insurer will not make any payment solely to the "Insured" unless it receives a request in writing from the Loss Payee(s) to make such payment to the Insured.

- B.** Nothing herein shall be construed as providing limits of liability per Loss Payee.
C. No rights or benefits are bestowed on the Loss Payee(s) other than payment of loss as set forth herein.
D. This endorsement applies only to loss payable under the designated Insuring Agreement(s) involving "money", "securities" and "other property" belonging to the Loss Payee(s) named above.

All other terms and conditions remain unchanged.



A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2025
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

- I. Section VII. **GENERAL CONDITIONS**, paragraph E. **CONCEALMENT, MISREPRESENTATION OR FRAUD**, is deleted and replaced with the following:

E. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy does not provide coverage in any case of fraud by the "Insured" as it relates to this Policy at any time. It also does not provide coverage if the "Insured", at any time intentionally conceals or misrepresents a material fact, whether in the application or otherwise, concerning:

1. this Policy;
2. the "money", "securities" or "other property" covered under this Policy;
3. the "Insured's" interest in the "money", "securities" or "other property" covered under this Policy; or
4. a claim under this Policy.

- II. The following statement is added to the Policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance Policy, containing any false, incomplete or misleading information, is guilty of a felony.

All other terms and conditions remain unchanged.



A. Morris Tooker, President

This endorsement, effective 12:01 am, 01/01/2025
of policy number 38 FA 0228108-25

forms part

issued to: CITY OF LAWTON

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

THE HARTFORD CRIMESHIELDSM ADVANCED POLICY

I. Section VII. **GENERAL CONDITIONS** is amended by the following:

A. Section VII. **GENERAL CONDITIONS**, B. **CANCELLATION OF POLICY**, paragraph 2., is deleted and replaced by the following:

2. The Insurer may cancel this Policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if the Insurer cancels for any other reason.

After coverage has been in effect for more than 45 days business days or after the effective date of a renewal of this Policy, no notice of cancellation will be issued by the Insurer unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3) Discovery of willful or reckless acts or omissions by the "Insured" that increase any hazard insured against;
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed.
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- (6) A determination by the Insurance Commissioner that the continuation of the Policy would place the Insurer in violation of the insurance laws of this state;
- (7) The "Insured's" conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- (8) Loss of or substantial changes in applicable reinsurance.

B. Section VII. GENERAL CONDITIONS, paragraph B. CANCELLATION OF POLICY, is amended by addition of the following:

NONRENEWAL

1. If the Insurer elects not to renew this Policy, the Insurer will mail or deliver written notice of nonrenewal to the first "Named Insured" at least 45 days before:
 - a. The expiration date of this Policy; or
 - b. An anniversary date of this Policy, if it is written for a term longer than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to the first "Named Insured" at the last mailing address known to the Insurer.
3. If notice is mailed.
 - a. It will be considered to have been given to the first "Named Insured" on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.
4. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this Policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring Policy.
5. The Insurer will **not** provide notice of nonrenewal if:
 - a. The Insurer, or another company within the same insurance group, has offered to issue a renewal Policy; or
 - b. The "Insured" has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
6. If the Insurer has provided the required notice of nonrenewal as described in B.2. above, and thereafter extends the Policy for a period of 90 days or less, the Insurer will **not** provide an additional nonrenewal notice with respect to the period of extension.

PREMIUM OR COVERAGE CHANGES AT RENEWAL

1. If the Insurer elects to renew this Policy, the Insurer will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first "Named Insured", at the last mailing address known to the Insurer.
2. Any such notice will be mailed or delivered to the first "Named Insured" at least 45 days before:
 - a. The expiration date of this Policy; or
 - b. An anniversary date of this Policy, if it is written for a term longer than one year or with no fixed expiration date.
3. If notice is mailed:
 - a. It will be considered to have been given to the first "Named Insured" on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.

4. If the first "Named Insured" accepts the renewal, the premium increase or coverage changes will be effective the day following the prior Policy's expiration or anniversary date.
5. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this Policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - a. 45 days after notice is given; or
 - b. The effective date of replacement coverage obtained by the insured;whichever occurs first.

If the first "Named Insured" then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring Policy.

6. The Insurer will not provide notice of the following:
 - a. changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business; or
 - b. changes based upon the altered nature of extent of the risk insured; or
 - c. changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business

All other terms and conditions remain unchanged.



A. Morris Tooker, President



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at — <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



Producer Compensation Notice

You can review and obtain information on The Hartford's
producer compensation practices at www.thehartford.com
or at 1-800-592-5717.

Item Title:

Consider accepting and entering into a right of entry agreement with Stillwater Central Railroad, LLC, as part of the Map 39 Waterline Replacement Project PU2408 as the waterline crosses under the existing railroad.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

On March 28, 2023, City Council was given a presentation on Public Utilities' Water and Wastewater system conditions and a plan of improvements with a means of funding the improvements. On June 27, 2023, City Council approved the Master Service Agreement with Jacobs Engineering Group, INC. Amendment No. 3 to the MSA was approved by Council on September 26, 2023, and included a scope of services and fee to provide Professional Engineering services for water system rehabilitation defined in work package #3. The Plans and Specifications and authorization for advertisement was approved by council on June 25, 2024. The rehabilitation project will incorporate new public water service lines and meter sets. The project advertised for construction on July 3rd and 17th, 2024, with a non-mandatory pre-bid conference July 26th, 2024, at 10:00 a.m. in the Public Utilities Conference room. A Bid opening was publicly held August 13th, 2024, at 2:00pm at City Hall. A total of three (3) bids were received. City Council awarded a contract contract in the amount of \$6,425,000.00 to Stampede Utility Construction LLC, for the construction of Map 39 Waterline Replacement Project PU2408 on September 10, 2024.

A section of this waterline project crosses under the railroad, requiring cooperation between contractors, City of Lawton, and the Stillwater Central Railroad, LLC.

Correlation to the True North Statement:

The project benefits The Citizen by preventing outage and providing safe drinking water to meet the goals of Safe Community and Our Pursuit of Excellence in the True North Culture.

Exhibit:

Right of Entry Agreement

Key Issues:

Does City Council wish to approve right of entry with Stillwater Central Railroad, LLC, for the installation of a water line under?

Funding Source:

NA

Recommended Action:

Accept and approve the Mayor to sign the right of entry agreement with Stillwater Central Railroad, LLC, as part of the Map 39 Waterline Replacement Project PU2408 as the waterline crosses under the existing railroad.

ATTACHMENTS:

1. 20251104 - Right of Entry - City of Lawton - for signature

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is dated as of _____, (“Effective Date”) by and between the following:

Railroad

Railroad:	Stillwater Central Railroad, L.L.C.
Entity:	a Delaware limited liability company
Mailing Address:	315 West 3rd Street
City, State, Zip:	Pittsburg, Kansas 66762

And

Licensee

Licensee:	City of Lawton
Entity:	an Oklahoma municipality
Mailing Address:	212 SW 9th Street
City, State, Zip:	Lawton, Oklahoma 73501-3944

WHEREAS, Licensee has requested permission to enter upon the property of Railroad; and

WHEREAS, Railroad is willing to grant a temporary Agreement for such entry, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, Railroad and Licensee, intending to be legally bound, agree as follows:

1. PERMISSION, LOCATION & ACCESS:

Railroad hereby grants to Licensee, an agreement to enter upon Railroad property for the purpose of abandoning an existing underground transverse pipeline crossing consisting of one (1) 12-inch uncased cast iron water pipeline and install one (1) 12-inch PVC water pipeline encased within a 24-inch steel pipe at Mile Post 635.51. more particularly described and shown on said Application for Right of Entry Agreement and site map marked **Exhibit A** and incorporated by reference herein, located in the City of Lawton, Comanche County, Oklahoma.

2. LIABILITY:

Licensee hereby releases and will protect, defend, indemnify and save harmless, Railroad and its subsidiaries, and their officers, agents and employees, against all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages and expenses of every character whatsoever (hereinafter collectively referred to as “Claims”) for injury (including death) sustained by the officers, agents and employees of Railroad and its subsidiaries, Licensee and any officers, agents and employees of Licensee, and all other persons whomsoever, and for damage to or loss or destruction of property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the entry or presence of Licensee and its officers, agents and employees on Railroad property or incidental to or appertaining thereto, and whether or not such injury (including death) and such damage to or loss or destruction of property are due to or chargeable to, in whole or in part, any alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation by Railroad or any subsidiary, including their officers, agents and employees. As a result of any such Claims, Licensee will assume at its own expense, on behalf of Railroad and its subsidiaries, and their officers, agents and employees, the defense of any such Claims which may be brought against said parties and pay on behalf of said parties the amount of any settlement agreed upon, judgment that may be entered, and any other amounts assessed in connection therewith, plus all costs and expenses involved as aforementioned.

3. ALL EXPENSES TO BE BORNE BY LICENSEE

The Licensee shall bear any, and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad’s property shall be performed in a manner satisfactory to the representative local General Manager or the Railroad or their authorized representative.

4. CONSIDERATION

Licensee will pay to Railroad, the sum of \$1,750.00 as a one-time document processing fee and \$2,000.00 as a one-time fee.

5. ENTRY UPON PROPERTY

Licensee shall enter the Railroad's Property in any given instance only pursuant to an approved Application. Prior commencement of any work on or about Railroad's Property shall be deemed trespassing, Licensee shall notify Railroad (contact information outlined below), at least fourteen (14) working days in advance to review necessity and availability of protection services for the proposed work before entering upon or starting any work upon Railroad property. No entry or use of Railroad property will be permitted until this Agreement is executed by Railroad, charges hereunder paid, evidence of any insurance coverage required under Exhibit B hereof has been received and accepted by Railroad, and permission received from the Real Estate Department.

Railroad Representative Contact Information

Railroad Flagging Department Email: flaggingapplication@watco.com

6. RAILROAD OPERATIONS / FLAGGING

- a. No work or operations of Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property, facilities and operations of the Railroad, its lessees, licensees, or others, unless specifically permitted under this agreement, or specifically authorized in advance by Railroad. Nothing shall be done or suffered to be done by the Licensee at any time that could in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track. If in the opinion of the Railroad, conditions warrant at any time, Railroad will provide flag protection, signal/communication line protection and engineering inspection and/or observation at the sole expense of Licensee and Licensee will pay to Railroad the full cost and expense, therefore.
- b. In no event shall equipment or material be transported across Railroad track or tracks without special permission and with advance notice of at least fourteen (14) days so that Railroad may arrange for necessary flag protection. Such permission shall be obtained from Railroad Real Estate Department or their designated representative. Licensee agrees not to enter upon or foul track until given signal to do so by Railroad's flagman. When Licensee has persons and equipment working within 25 feet on either side of the Railroad track centerline, Federal Regulations mandate protection must be provided by qualified Railroad flagman. Equipment with extensions, such as a crane boom, that are near enough to reach within 25 feet of the track also require the proper protection. Contractor agrees to notify Railroad Roadmaster at least 72 hours in advance of Contractor commencing its work and at least 48 hours in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet of any track or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon actual receipt of such notice, the Railroad representative will determine the necessity and availability of flagmen and inform the Licensee whether a flagman will be present and whether the Licensee will implement any special protective or safety measures. Licensee must contact the Railroad a minimum of 48 hours prior to entry on Railroad's Property, unless stipulated in order to schedule and receive approval from the Railroad Roadmaster to provide the protection.
- c. All operations of Licensee shall be carried on in such a manner so as not to interfere with Railroad property and operations or the use of any Railroad facilities. If in the opinion of the Real Estate Department or their designated representative, conditions warrant at any time, Railroad will provide flag protection, signal/communication line protection, monitors, observers and engineering inspection at the expense of Licensee and Licensee will pay to Railroad, the full cost and expense, therefore.

7. CLEARANCES

All equipment working on or material in use upon the property of Railroad shall be kept at all times not less than 15 feet from the nearest rail of any track, or as subsequently modified in writing by Railroad Real Estate Department or their designated representative. Licensee shall conduct its operations so that no part of its equipment shall foul an operating track, transmission, signal or communication line, or any other structure of Railroad.

8. RESTORATION OF PREMISES

During the term of this agreement, and before termination, Railroad property shall be kept and restored by Licensee to its original condition or, left in a condition satisfactory to Railroad Operations Department and Railroad Real Estate

Department, or their designated representative. No conditions shall be created or allowed to exist which would be adverse to Railroad's property. This includes, without limitation, immediate restoration of any fences removed.

9. CORRECTIVE MEASURES

If Licensee fails to take any corrective measures requested by Railroad in a timely manner, or if an emergency situation is presented which, in Railroad's judgment, requires immediate repairs to the Facilities, Railroad, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

10. ENVIRONMENTAL MATTERS

Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances, or other requirements of federal, state and local governmental authorities relating to (a) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of Railroad's property pursuant to this Agreement.

11. TERM OF AGREEMENT

Railroad reserves the right to revoke this Agreement at any time. Unless modified or earlier terminated, this Agreement will expire 90 days from the date hereof. Licensee will notify Railroad Real Estate Department when use of the property or work is completed. Under NO Circumstances shall this Agreement be construed as granting Licensee any right, title or interest of any kind or character in or about the land or premises of Railroad.

12. INSURANCE

In addition to any other forms of insurance or bonds required under this Agreement and except to the extent that any of the requirements of this section are expressly waived or revised in writing by Railroad, Licensee, prior to the commencement of any work pursuant to this Agreement and throughout the term of this Agreement, shall at its own cost and expense, fully comply, or cause its contractor(s) to comply with and maintain insurance of the following kinds and amounts to deliver to Railroad Real Estate Department satisfactory evidence of such insurance as outlined in **Exhibit B**.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of Railroad and Licensee and supersedes any prior understanding or agreement between Railroad and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

14. NOTICES

Any Notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Stillwater Central Railroad, L.L.C.
315 West 3rd Street
Pittsburg, KS 66762
Attn: Manager – Real Estate

To Licensee: City of Lawton
212 SW 9th Street
Lawton, OK 73501
Attn: Rusty Whisenhunt

or at such other address as the respective parties may from time to time give notice of.

15. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

16. CONSTRUCTION OBSERVATION

Furthermore, Railroad may require Licensee and/or its Contractor to secure construction observation through Railroad's approved observer named below during all construction and installation work. Licensee is to directly contact and coordinate services with Railroad's approved observer.

CDL Electric – On Track Safety Division

Email: utilities@cdl-electric.com

Phone: (620) 231-6420

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth on the first page.

STILLWATER CENTRAL RAILROAD, L.L.C.
(as Railroad)

CITY OF LAWTON
(as Licensee)

By: _____

By: _____

Name: Justin Mahr

Name: Stanley Booker

Title: Director Public Projects & Utility Infrastructure

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: City Clerk

Date: _____

APPROVED:

By: _____

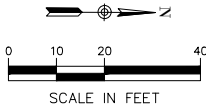
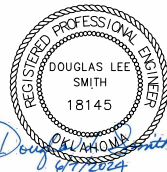
Name: Jari Askins, Esquire

Title: Interim City Attorney

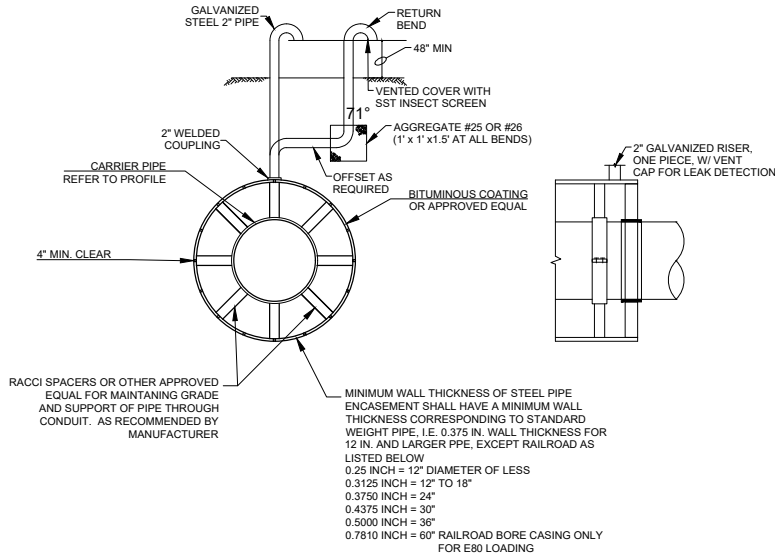
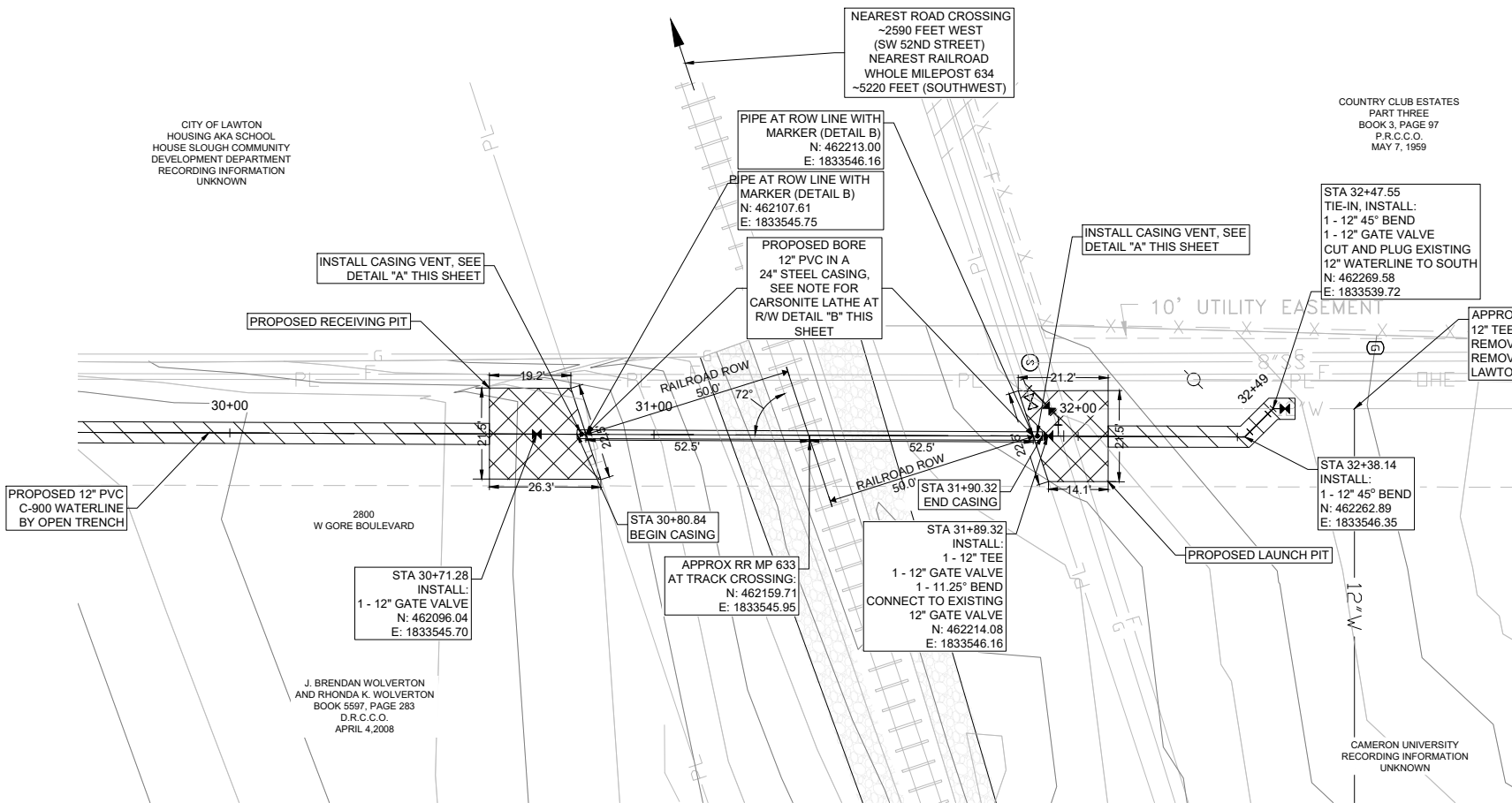
Date: _____

Case Number: 74258

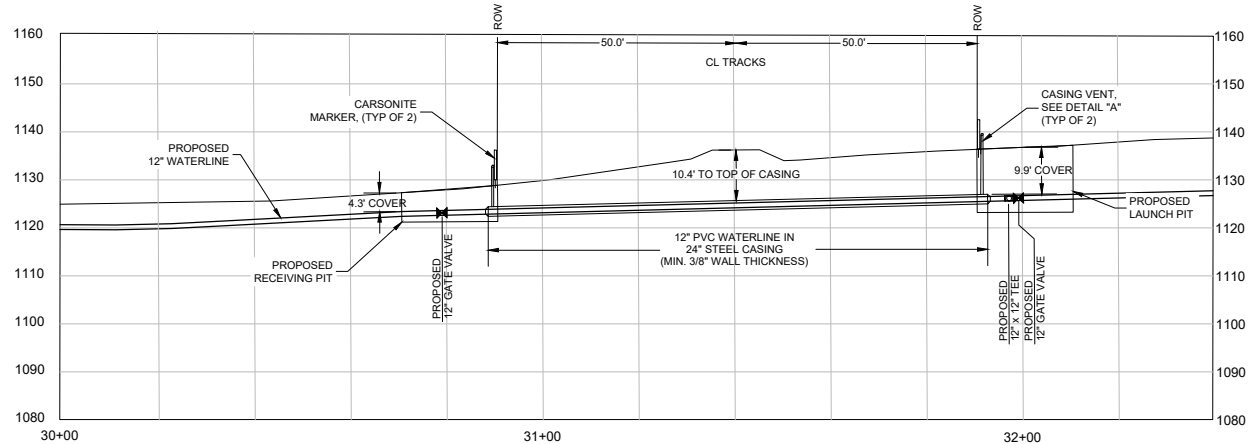
SLWC530772



NOTES:
1. NO KNOWN RAILROAD SIGNAL FACILITIES IN THIS LOCATON.

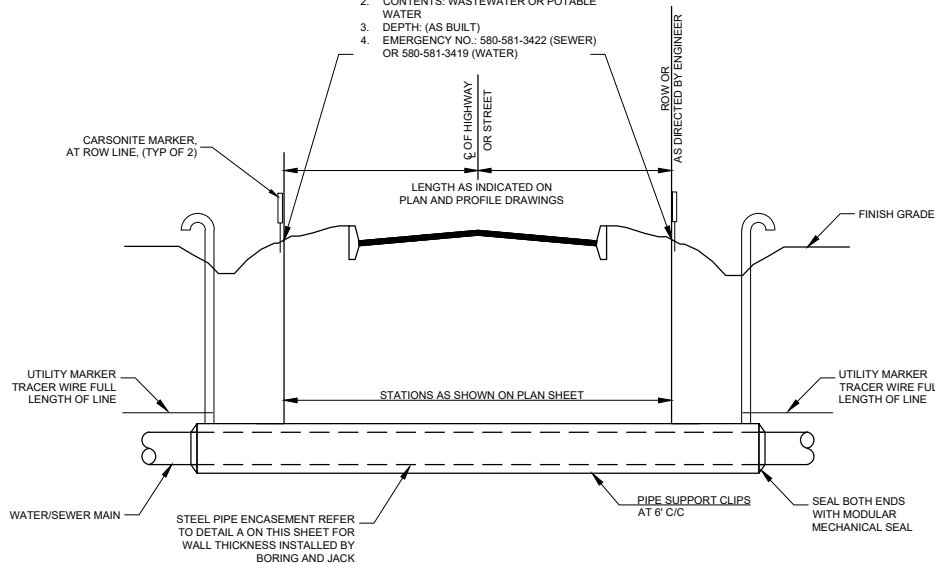


CONDUIT SECTION (A)
NOT TO SCALE



WHEN REQUIRED INSTALL CITY OF LAWTON 6" CARSONITE LATHE AT ROW GREEN (SEWER) OR BLUE (WATER) LISTING THE FOLLOWING:

1. OTHER, CITY OF LAWTON 212 SE 9TH ST LAWTON, OK 73501
2. CONTENTS: WASTEWATER OR POTABLE WATER
3. DEPTH: (AS BUILT)
4. EMERGENCY NO.: 580-581-3422 (SEWER) OR 580-581-3419 (WATER)



UTILITY LINE CASING & VENTING (B)
NOT TO SCALE

3800 NW 135TH STREET
OKLAHOMA CITY, OK 73134 (405)810-8254
DOUGLAS L. SMITH
seal name

WATERLINE REPLACEMENT PROJECT
MAP 39
CITY OF LAWTON PUBLIC UTILITIES
LAWTON, OKLAHOMA

CIVIL
12-INCH WATERLINE PLAN & PROFILE
RAIL ROAD XING 12 INCH WATERLINE
STA 30+00 TO STA 32+47.55

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE JUNE 2024
PROJ WFXS0703
DWG 39-PP-121
SHEET 27 of 40

TENDER / BID DOCUMENT
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF JACOBS AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACOBS.
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61615-23.004, F.A.C.

NOTE #1

Blue

INSTALL CITY OF LAWTON
~~GREEN~~ 6' CARSONITE LATHES
LISTING THE FOLLOWING

1. OWNER: CITY OF LAWTON
212 SW 9TH STREET
LAWTON, OK 73501
2. CONTENTS: ~~SANITARY~~
~~SEWER~~ *water*
3. PRESSURE: ~~60~~ PSI
4. DEPTH: 3 FT
5. EMERGENCY NO: (580)
581-3422

PIPE DATA

	Carrier	Casing
Contents to be handled:	Potable water	Potable Water
Normal operating pressure:	40-60	N/A
Outside diameter:	13.2 inch	24 inch
Inside diameter:	11.7 inch	23.25 inch
Wall thickness:	0.733 inch	.375
Weight per foot:	19.56 lbs per foot	94.71 lbs per foot
Material:	PVC	Steel
Process of manufacture:		
Specification:	C900 DR 18	ASTM A-139 Grade B
Grade or class:	235	Grade B
Test pressure:	150	150
Type of joint:	Restrained gasketed joint	Welded
Type of coating:	None	Black Bituminous
Details of cathodic protection:	none	none
Details of seal or protection at ends of casing:	Modular mechanical seal at	Modular mechanical seal at
Method of installation:	Pushed into Casing w/spacers	Jack and Bore
Character of subsurface material at the crossing location:	Soils in location are typical clays; PI approximately 15-20	
Approximate ground water level:	Not present	
Source of information on subsurface conditions (borings, test pits or other):	Recent local waterline installations; not on property	



EXHIBIT B

INSURANCE REQUIREMENTS FOR: RIGHT OF ENTRY		
Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the insurance coverage identified below. Licensee must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.		
<u>COVERAGE TYPE</u>	<u>></u>	<u>MINIMUM COVERAGE</u>
Commercial General Liability (CGL)	>	\$5,000,000 Per Occurrence
Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to: · Bodily injury and property damage · Fire legal liability · Pollution liability (sudden and accidental) · Emergency evacuation · The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of rail property, if applicable. · Any exclusions related to the explosion, collapse and underground hazards shall be removed. · No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement.		
All Risk Property	>	Replacement Value
All risks property insurance covering all of Licensee's property including property in the care, custody or control of Licensee. Coverage shall include the following: · Issued on a replacement cost basis. · Include a standard loss payable endorsement naming Railroad as the loss payee as its interests may appear.		
Automobile Liability	>	\$2,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract. If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.		
Workers' Compensation	>	Statutory Limits where Services are to be performed
Employers Liability	>	\$1,000,000 Each Occurrence
	>	\$1,000,000 Disease Per Employee
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable.		
Pollution Liability	>	\$5,000,000 Per Occurrence
Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time. The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage, and clean-up cost caused by pollution conditions resulting from actions taken under this contract. If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.		
Railroad Protective Liability	>	\$2,000,000 Per Occurrence
	>	\$6,000,000 Aggregate

**An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits.

Insurance Requirements continued on following page

Certificate Holder and Endorsement Requirements

1. Railroad shall be listed as Certificate Holder as follows: Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762.
2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Railroad.
3. If any policies are purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Railroad, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Railroad or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Licensee is conducting business.
2. Licensee shall notify Railroad in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.
3. Failure to provide evidence as required shall entitle, but not require, Railroad to terminate immediately.
4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Licensee's obligations hereunder.
5. Licensee is not allowed to have a self-insure greater than \$250,000 without prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention or other financial responsibility for claims.
6. If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Railroad herein.
7. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to terminate this agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
8. The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

Item Title:

Consider approving the Property Damage Release form from Sewell Bros., Inc. for Project EN2204-Construction of 11th St Bridges M94-2 & M94-3 for damages resulting from an accident that occurred on or about 06/28/2025 at or near SW 11th St.

Initiator: Michael Jones, Engineering Director/ ADA Coordinator

Information Source: Michael Jones, Engineering Director/ ADA Coordinator

Background:

Sewell Bros., Inc. is the contractor working on Project EN2204—Construction of 11th ST Bridges M94-2 & M94-3. On or about 06/28/2025, at a point during the middle of the night, someone crawled onto the piece of equipment that had been left by the contractor on site, and proceeded to dig in the ground, causing damage to a waterline in the area. Public Utilities hired a sub-contractor to repair the waterline damage, and Sewell Bros., Inc turned the incident into their Insurance Company for reimbursement to Public Utilities in the amount of twelve thousand dollars and zero/100 dollars (\$12,000.00).

The attached Property Damage Release form has been reviewed by the Legal Department, and once signed, reimbursement will be sent by the Insurance Company to Public Utilities in the amount of \$12,000.

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

Property Damage Release Form, Sewell Bros., Inc. Construction Contract-Project EN2204.

Key Issues:

N/A

Funding Source:

No Funding Needed. This is a reimbursement. Original cost was paid by: Water Distribution Division Repair & Maintenance Account. No 7006505-51020

Recommended Action:

Review and approve the Property Damage Release form from Sewell Bros., Inc. for Project EN2204-Construction of 11th St Bridges M94-2 & M94-3 for damages resulting from an accident that occurred on or about 06/28/2025 at or near 212 SW 9th St.

ATTACHMENTS:

1. 5a. Final W2C73035 City of Lawton Release

Property Damage Release

Claim Number: W2C73035 JJ

FOR AND IN CONSIDERATION of the payment to City of Lawton at this time of the sum of twelve thousand dollars and zero /100 Dollars (\$12,000), and upon receipt of said sum , I/we being lawful of age, do hereby release, acquit and forever discharge Sewell Bros Inc, -, Transportation Insurance Company, their agents and our employees and all other persons, firms and corporations who might be liable of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way of growing out of, any and all known and unknown property damage resulting or to result from accident that occurred on or about 06/28/2025 at or near 11th street bridge (SW 11th St) Lawton, OK 73501-3944,

I/we hereby declare and represent that the property damage sustained is permanent and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I/we rely wholly upon my/our own judgment, belief and knowledge of the nature, extent and duration of said property damage, and that I/we have not been influenced to any extent whatever in making this release by any representations or statements regarding said property damage, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any person or persons representing him or them.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of Sewell Bros Inc, -, Transportation Insurance Company, their agents and/or employees by whom liability is expressly denied.

This release contains the ENTIRE AGREEMENT between the parties hereto, and terms of this release are contractual and not mere recital. This release shall be effective upon City of Lawton receiving the aforementioned \$12,000.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

Property Damage Release

Claim Number: W2C73035 JJ

_____(Signature)

CAUTION: READ BEFORE SIGNING

_____(Signature)

Date _____

_____(Signature)

STATE OF _____COUNTY OF _____

This instrument was acknowledged before me on the _____day of _____

20_____, by _____

Notary Public (SEAL)

Item Title:

Consider approving the installation of a Speed Table on NW 35th street between W Gore and NW Arlington.

Initiator: Linda Chapman, Councilwoman - Ward 3

Information Source: Michael Watrous, Director

Background:

This report summarizes conditions on the road segment on NW 35th Street that was requested for Public Works to study by Councilmember Chapman on June 30th, 2025. In this report, the conditions of the roadway, such as speed and traffic flow are presented, as well as traffic-calming options that were reviewed and recommendations for each type of measure. This study utilized the 2 sets of criteria outlined in Council Policy 10-5 as a basis for recommendations.

This item met the Streets, Bridges and Building Development Committee on 6 October with a recommendation for approval. Notice was sent on 8 October 2025 to residents within 150 feet of the proposed locations IAW Council Policy 10-5.

Correlation to the True North Statement:

Citizen

Exhibit:

Speed Study and Recommendations

Key Issues:

N/A

Funding Source:

Streets and Traffic Control, Repair and Maintenance 1005502 51020 - Current Balance: 900,258.76 Expected Cost: \$10,000

Recommended Action:

Approve the installation of 1 permanent Speed Tables on NW 35th street between W Gore and NW Arlington.

ATTACHMENTS:

1. Traffic Calming Report - 35th

City of Lawton

Department of Public Works



Neighborhood Traffic Calming Report

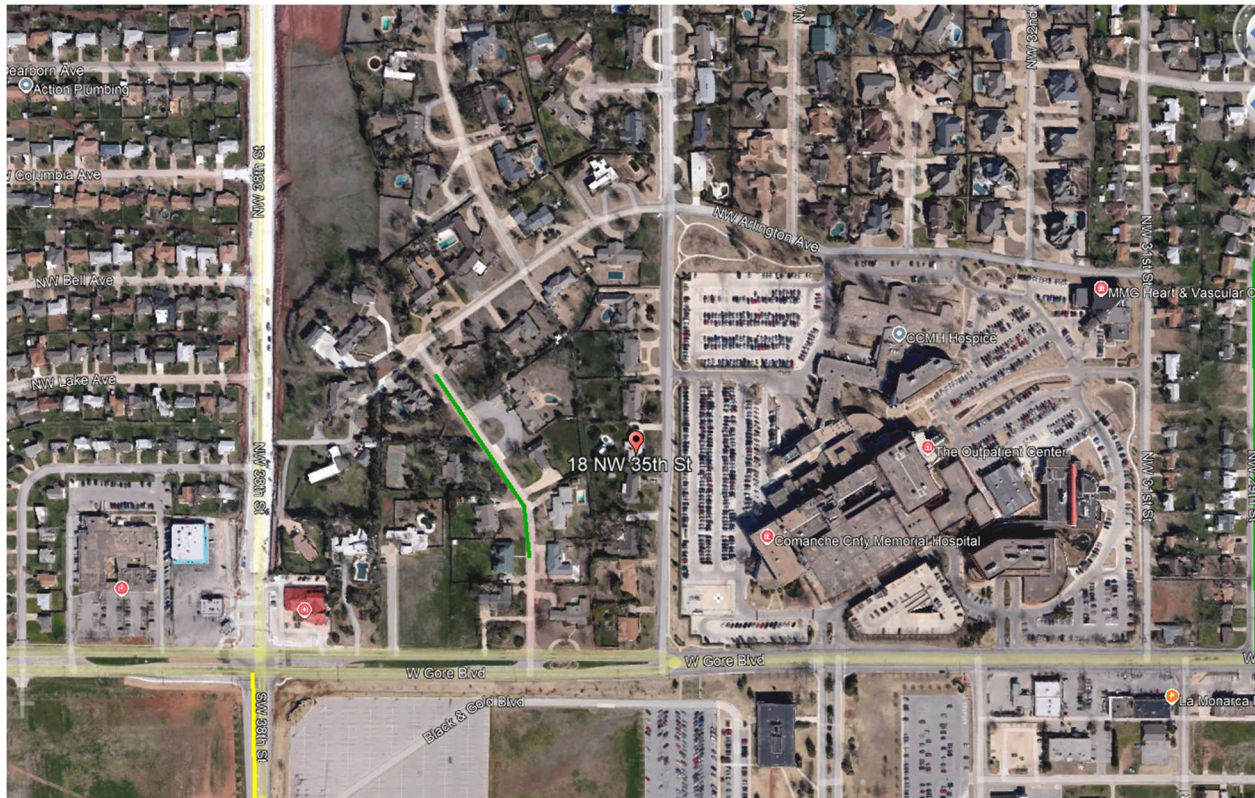
NW 35th Street

Ward 3

Executive Summary

This report summarizes conditions on the road segment on NW 35th Street that was requested for Public Works to study by Councilmember Chapman on June 30th, 2025. In this report, the conditions of the roadway, such as speed and traffic flow are presented, as well as traffic calming options that were reviewed and recommendations for each type of measure. This study utilized the 2 sets of criteria outlined in Council Policy 10-5 as a basis for recommendations.

Location of Request



Based on the information gathered on the area, **Public Works recommends 2 permanent speed tables**

- The location does not meet the council policy threshold for average speed.

Other options are available in the last section of this report in order of Public Works recommendations for the specific area.

Councilmembers Recommendation

- Agreed with Public Works Recommendations

Initial Qualification Criteria

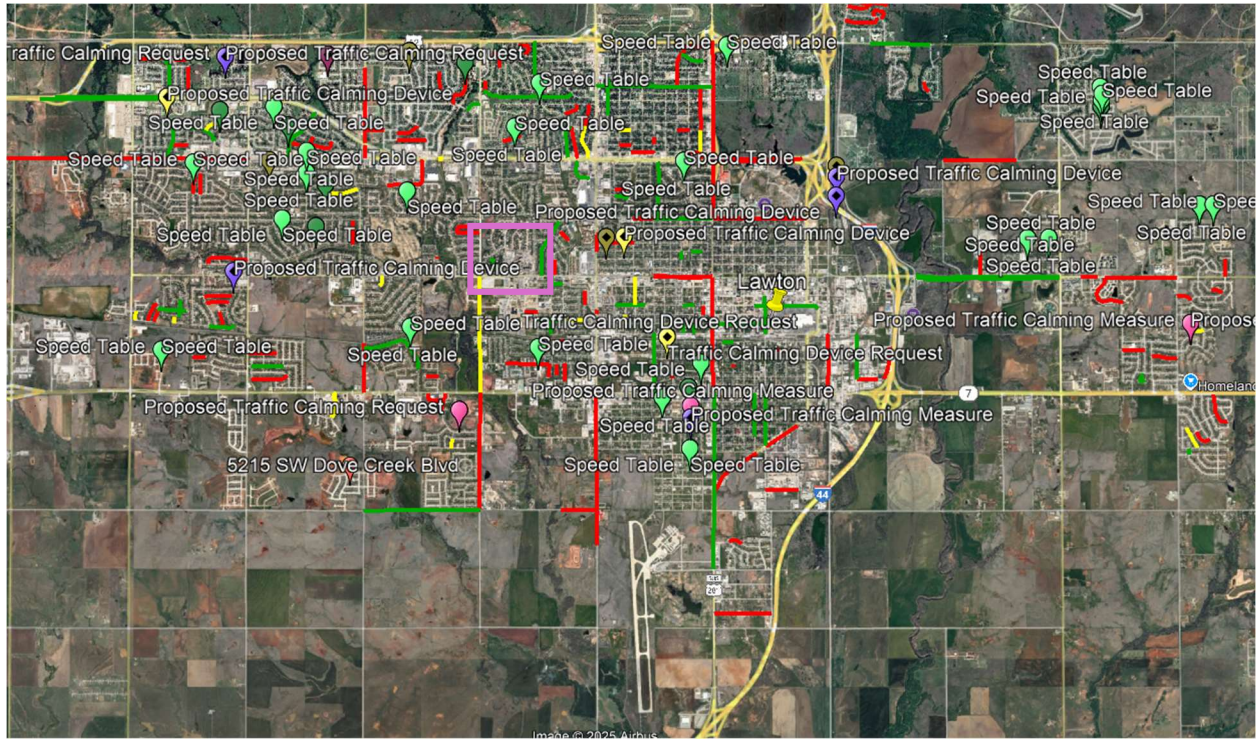
Council Policy 10-5 outlines the following criteria be met before time and resources are spent reviewing the request. This request meets all of the criteria outlined in the policy, listed below:

- The same or similar request hasn't been rejected in the past 10 years
- Road is not planned for major work (rehabilitation, reconstruction) within the next 2 years
- Is not on a roadway with a speed limit of 40 MPH or higher (Arterial)
- Will not interfere with major public or emergency services
- No other traffic measures are in place that deem the request as highly unlikely to meet speed criteria

Traffic Calming Initial Criteria

Criteria	Met/Not Met	Comments
The same or similar request hasn't been rejected in the past 10 years	Met	No record of this request being rejected is on file.
Road is not planned for major work (rehabilitation, reconstruction) within the next 2 years	Met	This section of road is not currently listed on the 105 in '25 list. Additional future years plans are being created but were not available at the time of this study.
Is not on a roadway with a speed limit of 40 MPH or higher (Arterial)	Met	This section has a speed limit of 25 MPH and is not on an arterial section of roadway.
Will not interfere with major public or emergency facilities	Met	No expected issues with emergency vehicles access
No other traffic measures are in place that deem the request as highly unlikely to meet speed criteria	Met	No other traffic measures are in place in this neighborhood.

Locations of Planned Road Construction and Approved and Requested Traffic Calming Measures, Citywide



Speed Tables Installed			
Ward	Total Installed	FY 26 Installed	FY26 - Processing
1	3	0	3
2	2	0	1
3	3	0	1
4	8	0	3
5	2	0	2
6	4	0	2
7	4	0	5
8	5	0	1

Speed Study

A speed study was performed on the area to determine traffic conditions so that the best recommendation is made for the roadway and citizen concerns. The City of Lawton Public Works Department conducted a traffic study on 11 September 2025, gathering a 24-hour period of data for the requested location. This study evaluated the traffic speed and Average Daily Traffic (ADT) in this location, using Lawton City Council Policy 10-5: Neighborhood Traffic Calming Procedures as guidance. This policy was created based on generally accepted traffic engineering standards for the placement of speed tables.

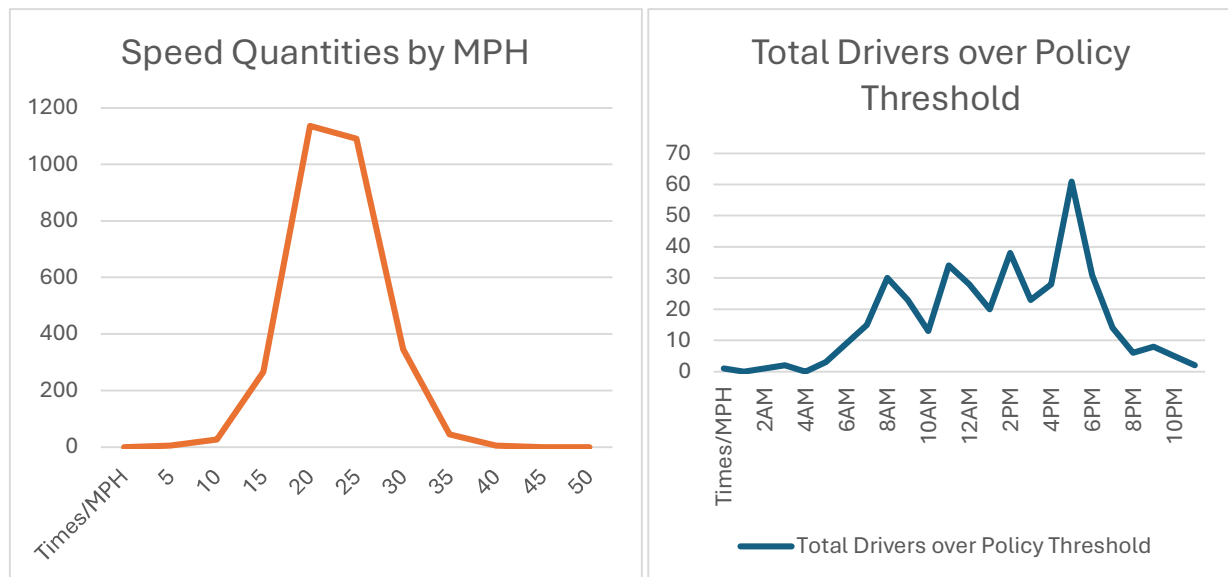
To make a recommendation, data is used from the following nationally recommended standards for speed table implementation, as well as the physical geography and roadways of the area.

- 85th percentile speed $\geq$ 8 mph over the posted speed limit
 - Criteria was not met, with an 85th percentile speed of 29.8 MPH
- ADT > 600 vehicles/day (vpd)
 - Criteria was met, with 2917 vehicles per day.

Location Specific Data

Street	Location	Median Speed	Average Speed	85 th Percentile Speed	Posted Speed Limit	8 MPH above the posted speed	24-Hour Traffic Count
NW 46 th Street	Between NW Lindy and NW Hoover	25.1 MPH	25.2 MPH	29.8 MPH	25	33	2917
Does Not Meet Accepted Criteria				Meets Accepted Criteria			

Quantity of Speeds Recorded



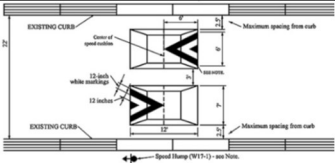
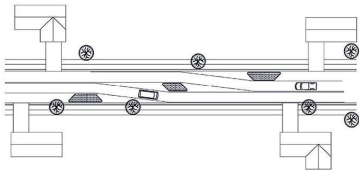
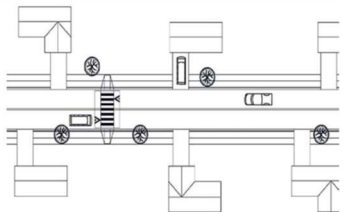
The average speed in the area is 25.2 MPH, with a median speed of 25.1 MPH and a 85th percentile speed of 29.8 MPH. This is below the threshold of the policy and generally accepted standards for traffic calming, with 395 vehicles out of 2917 counted (14%) above

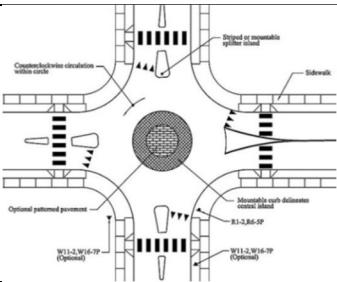
the 33 MPH standard. Note that the sensor will “hit” on vehicles with double axels, trailers, etc., showing their speed as higher than what is occurring, so it is likely that the number of speeding vehicles is below the number shown.

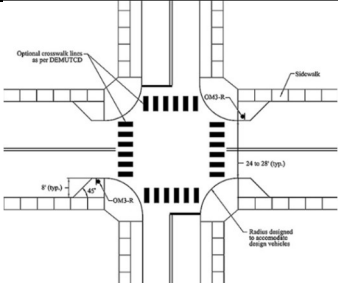
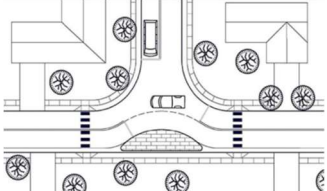
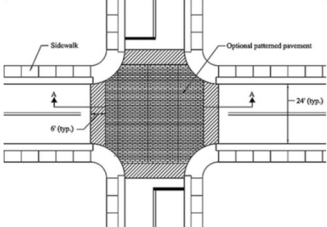
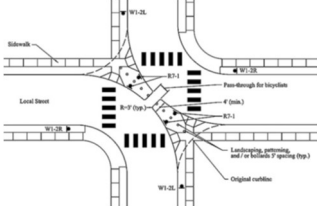
Traffic Calming Devices Reviewed

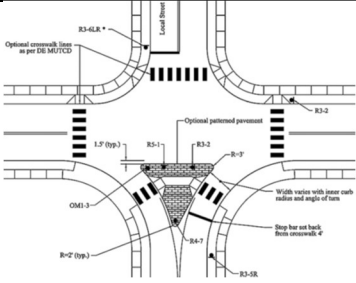
The below traffic calming measures were reviewed during this study. These measures are listed in order of Public Works recommendation. Recommendations do **NOT** consider the resources (time/money) needed to implement the measure and may be a factor to consider for the Streets and Bridges Committee or City Council.

Calming Measure	Illustration	Comments	Recommendation Order
Chicane		A chicane causes vehicles to perform an “S” maneuver, better known as a chicane. This abrupt change in directions causes drivers to slow down but is very restrictive to residents in the area. One side of the street is “no parking” which makes this a good option at several locations.	1
Radar Speed Signs		Having the speed limit sign along with radar would likely be an effective measure for those unaware of their speed, but the number of speeders warrants a stronger solution.	2

Speed Cushion		Speed cushions are designed to keep traffic at 20-25 MPH. This is preferred over a speed table as the road is a thoroughfare in the neighborhood for emergency vehicles responding, which typically results in a delay of response 5.7 to 9.4 seconds per speed table. The number of vehicles on this stretch would cause a speed cushion to wear faster than average.	3
Lateral Shift		Shifting of traffic horizontally reduces lane width and requires drivers to be active and slow down in the area. This is a permanent solution.	4
Speed Table/Raised Crosswalks		These are designed to keep traffic at 25-27 MPH. Speed cushions are recommended over speed tables when possible to allow better emergency vehicle access. The number of vehicles on this section would cause a speed table to wear at a faster rate than average.	5

Increased Enforcement		Speeding occurs throughout the day, making it difficult to target specific timeframes. The number of vehicles traveling at excessive speeds is high though.	10
On-Street Parking		On-Street parking is currently not allowed on the east side of the roadway but is not recommended due to the hospital.	11
Stop Sign		This stretch of roadway does not have an intersection. Majority of traffic is hospital-bound traffic, stopping before an intersection.	N/A
Mini Roundabout		No intersection is in the studied area.	N/A
Traffic Circle		Similar to a mini roundabout, this is designed for local streets, but the center of a traffic circle is not traversable. Mini roundabouts are preferred on narrow local streets to allow better movement for larger vehicles, like school busses and fire engines.	N/A

Corner Extension		Placing corner extensions reduces lane width, slowing traffic. No intersections are in the studied area.	N/A
Realigned Intersection		The horizontal deflection causes drivers to slow down. No intersections are in the studied area.	N/A
Raised Intersection		This is typically used for an intersection with high pedestrian numbers. No intersections are in the studied area.	N/A
Roundabout		This is a larger option that would require acquiring land and is not necessary for the size of vehicles in the neighborhood. No intersections are in the studied area.	N/A
Diagonal Diverter		This measure diverts traffic from going straight, slowing traffic and interrupting through traffic, primarily. No intersections are in the studied area.	N/A
Increased Fine Zone		The Speed Limit for the area currently matches city code for the road type.	N/A

Median Barrier/Forced Turn Island		This measure diverts traffic from going straight, slowing traffic and interrupting through traffic, primarily. No intersections are in the studied area.	N/A
Closure		Closing of this throughfare is not a feasible option, as it is primary route through the neighborhood.	N/A
Speed Limit Reduction		The speed limit is at the default speed limit for residential streets and lowering it is not recommended	N/A
Road Diet		This measure restricts lane widths, which do not exist on this segment of roadway.	N/A
Decoratively Painted Crosswalks		The painted crosswalk option is currently under trial, prior to additional recommendations.	N/A

Item Title:

Consider approving the claims list from October 25, 2025, through November 7, 2025.

Initiator: Chandra Young

Information Source: Chandra Young

Background:

In accordance with Section 10-1-126 of the City of Lawton Code of Ordinances, the process for reviewing, approving, and reporting the payment of invoices is designed to ensure compliance with all applicable laws and policies. Invoices that meet all requirements under state and local regulations are approved for payment on a weekly basis. To maintain transparency and accountability, a list of all invoices proposed for payment is distributed to the city manager, city clerk, and internal auditor at least 24 hours before payments are issued. This list is also made available for review by the city council and the public in the city clerk's office. Additionally, the finance director provides the city council with a comprehensive list of all invoices paid since the last council meeting. This ensures council members are informed of financial transactions and can address any concerns or exceptions. The attached claims list complies with these procedures and is submitted for council review as part of the regular agenda.

Correlation to the True North Statement:

Transparency and trust

Exhibit:

Claims lists are on file in the City Clerk's Office

Key Issues:

None

Funding Source:

Documented separately on the claims list

Recommended Action:

Approve the claims lists from October 25, 2025, through November 7, 2025.

ATTACHMENTS:

None

Item Title:

Consider approving the minutes of the October 28, 2025 meeting.

Initiator: Donalynn Blazek-Scherler, City Clerk

Information Source: Donalynn Blazek-Scherler, City Clerk

Background:

The minutes of the October 28, 2025 City Council meeting have been drafted and are awaiting approval.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Minutes are on file in the City Clerk's Office

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the minutes of the October 28, 2025 meeting.

ATTACHMENTS:

None

Item Title:

Consideration and action upon a resolution of the City of Lawton, Oklahoma, (the “City”) approving and authorizing the incurring of indebtedness by the trustees of the Lawton Industrial Development Authority (the “Authority”) to be accomplished by the issuance of its Sales Tax Revenue Bonds, or other evidences of indebtedness in one or more series either in series names or others determined as needed on a tax-exempt or taxable basis, at a premium or discount, in the aggregate principal par amount of not to exceed Ninety-Five Million and No/100 Dollars (\$95,000,000.00) (the “Bonds”) for the purpose of financing all or a portion of the costs of acquisition, construction, equipping, renovating and improving certain streets and capital improvement projects which are expected to include, but are not limited to, a portion of or all of the costs of the construction and or improvements to the Lawton Youth Sports Facility, Elmer Thomas Park, the discovery zone, and other acquisitions, repairs and improvements relating to City capital projects all for the benefit of the City; and pay costs of issuance related thereto; providing that the organizational document creating the Authority is subject to the provisions of the Bond Indenture authorizing the issuance of said Bonds; approving the award of the sale of said Bonds on a negotiated basis, approving the waiver of competitive bidding with regard to the sale of said Bonds; and approving the proceedings of the Authority pertaining to the sale of said Bonds; approving and authorizing a sales tax agreement (the “Sales Tax Agreement”) by and between the City and the Authority pertaining to a year-to-year pledge of certain sales tax revenues; and all matters related thereto, including execution of all related documents thereto.

Initiator: John Ratliff, City Manager

Information Source: John Ratliff, City Manager, Timothy Wilson, Interim City Attorney

Background:

The City desires to make certain capital improvements for the benefit of the City. This resolution authorizes and approves the incurring of indebtedness by the trustees of the Lawton Industrial Development Authority (herein the “Authority”) to be accomplished by the issuance of its Sales Tax Revenue Bonds, or other evidences of indebtedness in one or more series either in these series names or others determined as needed on a tax-exempt or taxable basis, at a premium or discount, in the aggregate principal par amount of not to exceed Ninety-Five Million and No/100 Dollars (\$95,000,000.00) (the “Bonds”) for the purpose of financing all or a portion of the costs of acquisition, construction, equipping, renovating and improving certain streets and capital improvement projects which are expected to include, but are not limited to, a portion of or all of the costs of the construction and or improvements to the Lawton Youth Sports Facility, Elmer Thomas Park, the discovery zone and other acquisitions, repairs and improvements relating to City capital projects all for the benefit of the City; and pay costs of issuance related thereto; providing that the organizational document creating the Authority is subject to the provisions of the indenture authorizing the issuance of said Bonds; approving the award of the sale of said Bonds on a negotiated basis, approving the waiver of competitive bidding with respect to the sale of said Bonds; and approving the proceedings of the Authority pertaining to the sale of said Bonds; approving and authorizing a Sales Tax Agreement (the “Sales Tax Agreement”) by and between the City and the Authority pertaining to the year-to-year pledge of certain sales tax revenues; and all matters related thereto, including execution of all related documents thereto.

Correlation to the True North Statement:
Community of Choice Where Families Thrive.

Exhibit:
Resolution No. 25-

Key Issues:
Does City Council approve of the Authority accepting the terms of the loan?

Funding Source:
This is a new bond issuance which will be paid from the PROPEL CIP Sales Tax receipts.

Recommended Action:
Approve the resolution authorizing the Authority to authorize a new loan for new projects in the total aggregate principal par amount of not to exceed \$95,000,000.00.

ATTACHMENTS:
1. City Council Resolution revised v2 11.04.25

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF LAWTON, STATE OF OKLAHOMA MET IN REGULAR MEETING AT THE CITY COUNCIL CHAMBERS, 212 S.W. 9TH, LAWTON, OKLAHOMA, ON THE 11TH DAY OF NOVEMBER, 2025, AT 6:00 P.M.

COUNCILMEMBERS PRESENT:

COUNCILMEMBERS ABSENT:

(Other Proceedings)

Thereupon, a resolution was introduced and the title was read in full by the Mayor. Councilmember _____ moved passage of the resolution, and Councilmember _____ seconded the motion. The motion, carrying with it the approval of said resolution, was approved by the following vote:

AYE:

NAY:

The resolution so approved was as follows:

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY OF LAWTON, OKLAHOMA, (THE “CITY”) APPROVING AND AUTHORIZING THE INCURRING OF INDEBTEDNESS BY THE TRUSTEES OF THE LAWTON INDUSTRIAL DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO BE ACCOMPLISHED BY THE ISSUANCE OF ITS SALES TAX REVENUE BONDS, OR OTHER EVIDENCES OF INDEBTEDNESS IN ONE OR MORE SERIES EITHER IN SERIES NAMES OR OTHERS DETERMINED AS NEEDED ON A TAX-EXEMPT OR TAXABLE BASIS, AT A PREMIUM OR DISCOUNT, IN THE AGGREGATE PRINCIPAL PAR AMOUNT OF NOT TO EXCEED NINETY-FIVE MILLION AND NO/100 DOLLARS (\$95,000,000.00) (THE “BONDS”) FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF ACQUISITION, CONSTRUCTION, EQUIPPING, RENOVATING AND IMPROVING CERTAIN STREETS AND CAPITAL IMPROVEMENT PROJECTS WHICH ARE EXPECTED TO INCLUDE, BUT ARE NOT LIMITED TO, A PORTION OF OR ALL OF THE COSTS OF THE CONSTRUCTION AND OR IMPROVEMENTS TO THE LAWTON YOUTH SPORTS FACILITY, ELMER THOMAS PARK, THE DISCOVERY ZONE AND OTHER ACQUISITIONS, REPAIRS AND IMPROVEMENTS RELATING TO CITY CAPITAL PROJECTS ALL FOR

THE BENEFIT OF THE CITY; AND PAY COSTS OF ISSUANCE RELATED THERETO; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE BOND INDENTURE AUTHORIZING THE ISSUANCE OF SAID BONDS; APPROVING THE AWARD OF THE SALE OF SAID BONDS ON A NEGOTIATED BASIS, APPROVING THE WAIVER OF COMPETITIVE BIDDING WITH REGARD TO THE SALE OF SAID BONDS; AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID BONDS; APPROVING AND AUTHORIZING A SALES TAX AGREEMENT (THE "SALES TAX AGREEMENT") BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUES; AND ALL MATTERS RELATED THERETO, INCLUDING EXECUTION OF ALL RELATED DOCUMENTS THERETO.

WHEREAS, the Lawton Industrial Development Authority, a public trust (the "Authority"), has been created by a Trust Indenture for the use and benefit of the City of Lawton, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176-180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Trustees of the Authority have determined upon a financing plan consisting of providing funds for the purpose of financing all or a portion of the costs of acquisition, construction, equipping, renovating, and improving of certain streets and certain capital improvement projects for the benefit of the City and to pay costs of issuance related thereto (collectively, the "Project"); and

WHEREAS, in order to effect the said financing, the Trustees of the Authority intend to incur indebtedness in the total aggregate principal par amount of not to exceed Ninety-Five Million and No/100 Dollars (\$95,000,000.00), said indebtedness to be evidenced by the issuance of its Sales Tax Revenue Bonds, or other evidences of indebtedness, in one or more series in series names or others determined as needed on a tax-exempt or taxable basis, at a premium or discount (the "Bonds"), of the Authority pursuant to the terms and conditions contained in a Bond Indenture securing the Bonds (the "Bond Indenture");

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. The aforesaid plan and the financing thereof, as submitted, will provide funds for the purpose of financing all or a portion of the costs of acquisition, construction, equipping, renovating and improving certain streets and capital improvement projects which are expected to include, but are not limited to, a portion of or all of the costs of the construction and or improvements to the Lawton Youth Sports Facility, Elmer Thomas Park, the discovery zone and other acquisitions, repairs and improvements relating to City capital projects all for the benefit of the City and to pay costs of issuance related thereto (the "Project"). The aforesaid Project will serve the public purposes of the City and hereby is expressly determined to be in furtherance of the public purposes for which the Authority was created.

SECTION 2. The incurring of indebtedness by the Trustees of the Lawton Industrial Development Authority in the aggregate principal par amount of not to exceed Ninety-Five Million and No/100 Dollars (\$95,000,000.00) in one or more series on a tax-exempt or taxable basis, at a premium or discount, for the purpose of financing all or a portion of the costs of acquisition, construction, equipping, renovating and improving certain streets and capital improvement projects which are expected to include, but are not limited to, a portion of or all of the costs of the construction and or improvements to the Lawton Youth Sports Facility, Elmer Thomas Park, the discovery zone and other acquisitions, repairs and improvements relating to City capital projects all for the benefit of the City and to pay costs of issuance related thereto is hereby consented to, authorized and approved according to the terms and conditions of the Bond Indenture, provided that said Bonds shall never constitute a debt of the City. Further, the City Council hereby approves, by a three-fourths (3/4) or greater vote, the waiver of competitive bidding with regard to the award of the sale of the Bonds to either a financial institution or underwriter (the "Underwriter") as designated in a bond purchase agreement on a negotiated basis. Competitive bidding upon the Bonds evidencing said indebtedness hereby is expressly waived and negotiated sale of the Bonds evidencing said indebtedness to Underwriter is hereby approved.

SECTION 3. Pursuant to the requirement of 60 O.S. Section 176(F), the City Council of the City of Lawton, Oklahoma, by a two-thirds (2/3) or greater vote, hereby approves and authorizes the incurring of indebtedness by the Lawton Industrial Development Authority (herein the "Authority") in a maximum aggregate principal par amount of up to Ninety-Five Million and No/100 Dollars (\$95,000,000.00) said indebtedness to be evidenced by the issuance of the Authority's Sales Tax Revenue Bonds, or other evidences of indebtedness, in one or more series in series names or others determined as needed on a tax-exempt or taxable basis, at a premium or discount (the "Bonds"), of the Authority pursuant to the terms and conditions contained in a Bond Indenture securing the Bonds, such Bonds being described and authorized by the Resolution of the Authority of November 11, 2025.

SECTION 4. The pledging of certain sales tax revenues, on a year-to-year basis in connection with soliciting the sale of the Bonds and the Sales Tax Agreement by and between the City and the Authority and its execution, is hereby approved. It is further affirmed that the organizational document creating the Authority will be subject to the provisions of the Bond Indenture authorizing the issuance of said Bonds.

SECTION 5. The Mayor, Mayor Pro Tem, Clerk, or Deputy City Clerk of the City representing the City at the closing of the above-referenced Bond issue are hereby authorized to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Bonds, as directed by Bond Counsel.

SECTION 6. By reason of the need for the benefit to the citizens of the City that can be realized with the Project and for the immediate preservation of the public peace, health and safety, this Resolution shall be effective immediately upon its adoption.

SECTION 7. In all other respects all the actions of the Authority taken on November 11, 2025, with respect to the issuance of the Bonds and otherwise are hereby and by these presents expressly approved, confirmed, and ratified in all respects.

This resolution shall become effective immediately.

THIS RESOLUTION PASSED AND APPROVED by the City Council of the City of Lawton, Oklahoma this 11th day of November, 2025.

CITY OF LAWTON, OKLAHOMA

Stan Booker, Mayor

ATTEST:

Donalynn Blazek-Scherler, City Clerk

(SEAL)

APPROVED as to form and legality this 11th day of November, 2025.

Timothy Wilson, Deputy City Attorney

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Lawton, Oklahoma.

I further certify that the City Council of the City of Lawton, Oklahoma, held a Regular Meeting at 6:00 P.M. on November 11, 2025, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Councilmembers present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS NOVEMBER 11, 2025.

CITY OF LAWTON, OKLAHOMA

(SEAL)

City Clerk

Item Title:

Hold a public hearing and receive a presentation regarding the proposed Third Amended Lawton Downtown Economic Development Project Plan (“Third Amended Project Plan”) for the purpose of providing information, including an analysis of potential positive or negative impacts, receiving questions and comments from the public regarding the proposed Third Amended Project Plan, and announcing that a second public hearing on the proposed Third Amended Project Plan will be held on December 2, 2025.

Initiator: Stan Booker, Mayor

Information Source: Richard Rogalski- LEDA Executive Director

Background:

The Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, was enacted by the Oklahoma Legislature to empower cities, towns, and counties to help finance the public costs of economic development in areas which would otherwise be difficult or impossible, due to economic stagnation and decline.

Downtown Lawton is an area that historically has struggled with such conditions. On May 9, 2006, the City Council of the City of Lawton adopted Ordinance No. 2006-15, approving the Lawton Downtown Economic Development Project Plan, a project plan as defined under the Local Development Act, and creating Increment District No. 1, City of Lawton. The project plan was subsequently amended on June 10, 2010, by Ordinance No. 10-22, creating Increment District No. 2, City of Lawton, and by a minor amendment on August 21, 2012, through Ordinance No. 12-27.

Since that time, significant investment and improvements have occurred – including the Hilton Garden Inn, the Lawton Town Center, and the FISTA Innovation Park – yet downtown Lawton continues to experience economic stagnation and underutilized property.

On October 14, 2025, City Council adopted Resolution No. 25-256 directing the preparation of a proposed Third Amended Project Plan under the Local Development Act. The purpose of the amendment is to reverse economic decline, stimulate new investment and employment, and strengthen the City’s tax base.

On October 24, 2025, the Review Committee – comprised of representatives of the City, Planning Commission, the affected taxing jurisdictions, and three members of the public at large (including one retailer representative) - unanimously recommended approval of the proposed Third Amended Project Plan.

On November 6, 2025, the City Planning Commission adopted a resolution determining that the proposed Third Amended Project Plan conforms with the City’s Comprehensive Land Use (Master) Plan and recommending approval by the City Council.

NEXT STEPS:

Under the Local Development Act, the City Council must hold two public hearings prior to

adopting an Ordinance approving the proposed Third Amended Project Plan:

- First public hearing (November 11): Provide information and answer questions about the proposed Third Amended Project Plan.
- Second public hearing (December 2): Provide opportunity for any interested persons to express their views on the proposed Third Amended Project Plan.

Following the second public hearing, the City Council may consider adoption of an Ordinance approving the Third Amended Lawton Downtown Economic Development Project Plan.

KEY PLAN UPDATES:

1. Authorization for Two New Increment Districts.

Removes two undeveloped parcels from Increment District No. 2 and authorizes two new 25-year increment districts:

- TIF “A” - proposed grocery store and fuel station development.
- TIF “B” - reserved for future retail or mixed-use development.

2. Expansion of Project Area.

Expands the Project Area to include Elmer Thomas Park, Central Middle School, and Lawton High School, allowing future TIF revenues support public facilities and school improvements.

3. Updated Budget of Project Costs.

Reflects increased costs for public improvements and strengthens the City’s ability to pay future project costs, including debt service and public assistance for the new developments.

4. STEM Support.

Allocates ten percent (10%) of new increment revenues from the two new TIF districts to support the City’s STEM Strategic Plan.

Correlation to the True North Statement:

Exhibit:

Proposed Third Amended Lawton Downtown Economic Development Project Plan; Review Committee Findings and Recommendations

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

1. Hold first public hearing to provide information and answer questions regarding the proposed Third Amended Lawton Downtown Economic Development Project Plan.
2. Announce December 2, 2025, as the date of the Second Public Hearing, at which time any interested persons shall have the opportunity to be heard in support of or opposition to the proposed Third Amended Lawton Downtown Economic Development Project Plan prior to any Council action.

ATTACHMENTS:

1. Third Amended Project Plan 10.16.2025C
2. Review Committee Findings and Rec - Approved & Executed

THIRD AMENDED LAWTON DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN



PREPARED BY:

THE CITY OF LAWTON

Stanley Booker, Mayor
Lane Hooten– Ward 1
Taron Epps – Ward 2
Linda Chapman – Ward 3
George Gill – Ward 4
Allan Hampton – Ward 5
Robert Weger – Ward 6
Sherene L. Williams – Ward 7
Randy Warren – Ward 8

John Ratliff, City Manager

With the Assistance and Support of



**CENTER FOR ECONOMIC
DEVELOPMENT LAW**

301 North Harvey, Suite 200
Oklahoma City, Oklahoma 73102
(405) 232-4606
www.econlaw.com

THIRD AMENDED LAWTON DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN

I. DESCRIPTION OF PROJECT

A. INTRODUCTION AND BACKGROUND.

On May 9, 2006, the City Council of Lawton (“City Council”) adopted Ordinance No. 2006-15, approving the Lawton Downtown Economic Development Project Plan, a project plan as defined under the Local Development Act, 62 O.S. §850, et seq., and creating Increment District No. 1, City of Lawton. On June 10, 2010, City Council adopted Ordinance No. 10-22 approving the Amended Lawton Downtown Economic Development Project Plan and creating Increment District No. 2, City of Lawton. On August 21, 2012, City Council adopted Ordinance No. 12-27 approving a minor amendment to the Amended Downtown Economic Development Project Plan to amend the period of apportionment of occupancy tax increments to be concurrent with the apportionment of other tax increments and correct a typographical error, collectively the Project Plan as amended is referred to herein as the “Original Project Plan.”

This Third Amended Lawton Downtown Economic Development Project Plan (“Third Amended Project Plan” or “Project Plan”) amends the Original Project Plan. The purpose of this Third Amended Project Plan is to modify the boundaries of Increment District No. 2, City of Lawton, to remove two undeveloped lots and establish two new increment districts and to expand the Project Area by the addition of the Elmer Thomas Park, in order to stimulate new development.

The City has previously adopted a STEM Strategic Plan to support programs and initiatives focused on job skills training, internships and STEM education, through partnerships with local, state, and federal partners, including public schools within the City of Lawton municipal limits providing K-12 education, Great Plains Technology Center, Cameron University, the Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust (“FISTA”), and others as may be determined appropriate and necessary by the City from time to time (herein, the “STEM Strategic Plan”). This Third Amended Project Plan reaffirms the City’s commitment to establishing Lawton as a thriving hub for STEM education, innovation, and economic growth, enhancing educational and training opportunities for both adults and children.

B. THE PROJECT.

The project is an economic development project which contemplates the revitalization of downtown Lawton in order to make possible additional development, attract new businesses, create new employment, and stimulate further private investment (the “Project”). The enhancement of the downtown area (“Project Area”) under an economic development plan will allow for revitalization and stimulation of increased future development.

The City of Lawton (“City”) has been impacted by the continuing decline in its downtown and near downtown commercial and residential areas and the cumulative impacts of military growth resulting from the mandates of the Base Realignment and Closure Commission (“BRAC”). The combination of these conditions dictates the need for a thoughtful and effective response for revitalization and enhancement of the downtown area.

The City and the Lawton Urban Renewal Authority (“LURA”) have been involved in creating the vision for the Project. The goals and guiding principles for downtown Lawton were originally laid out in the City of Lawton Downtown Revitalization Plan, prepared at the request of LURA by Tetra Tech FHC, Wilbur Smith Associates, and Howard Fairbairn Site Design Inc. (“Revitalization Plan”). That strategic plan, whose stated purpose is to “restore and expand the commercial and residential viability in Downtown Lawton,” identifies the need for enhancement strategies and revitalization actions. Improvements to the overall appearance and function of the Project Area are needed in order to make downtown a vibrant and economically viable area. By filling in the currently vacant lots and rehabilitating vacant structures, a safer and aesthetically connected area can be developed.

The Original Project Plan has been a substantial step in implementing the recommendations and responding to the findings contained in the Fort Sill Regional Growth Management Plan. In particular, the Project Plan provides for substantial actions to counter the decline and vulnerability of downtown districts which particularly occurs in primary impact area communities, such as Lawton. The major commercial redevelopment components have added significantly to quality of life, implemented key land use recommendations, and have enhanced the likelihood of infill commercial and residential revitalization in the area.

The vision of the Revitalization Plan for Downtown Lawton is that it be “a unique, economically viable, pedestrian friendly environment that promotes a healthy ‘live/work’ lifestyle where residents and visitors can enjoy a variety of experiences, in a safe, comfortable, and attractive atmosphere.” This Project Plan is an enhancement strategy for a significant financial component necessary to implement the vision of the Revitalization Plan.

The approval of a project plan containing specific public improvement objectives and the establishment of an increment district to assist in funding those objectives is intended to induce private investment in an area. This Third Amended Project Plan provides the public financing authorizations needed to create a continuing economic stimulus for revitalization and new private development in the Project Area. With the assistance of tax increment financing and this Third Amended Project Plan, the necessary financing is available to assist in the revitalization of downtown Lawton.

The Project will include the development of new infrastructure for utilities and drainage, renovation and restoration of existing buildings in downtown Lawton, especially along 2nd Street and C Avenue as key corridors into the area. These public improvements and investments will stimulate corresponding private investment in the area. By creating an intensity of development in the heart of Lawton, the entire community will benefit.

As outlined in the Original Project Plan, the commercial mixed-use development at 2nd Street and Gore in downtown Lawton, together with needed public infrastructure, is a priority pursuant to the D-6 Urban Renewal Plan. This mixed-use shopping center has been implemented under development agreements as authorized by the Original Project Plan. The center has been largely successful, however, the COVID-19 pandemic presented challenges for the viability of retailers and for the continued expansion of the shopping center located within the existing boundaries of Increment District No. 2, City of Lawton. The approval of new tax increment districts will stimulate additional growth surrounding the shopping center and to downtown Lawton.

The Project will help implement the STEM Strategic Plan to support job skills training, internships, and STEM Education, and also supports the continued conversion of portions of the Central Mall that had been vacated by the big box retailers, to the Fires Innovation Science and Technology Accelerator (FISTA) creating a space for innovation and collaboration between top defense contractors and supporting sub-contractors, high tech companies, academic institutions and innovators. The FISTA also includes an advanced STEM lab for these innovators and scientists to share knowledge and vision with local students, creating current and future job opportunities for bright and talented individuals in our community and the surrounding area.

The Project will be financed from a combination of public and private sources, including apportionment of ad valorem and sales tax increments from the increment districts established in connection with the Project.

II. BOUNDARIES OF PROJECT AREA AND INCREMENT DISTRICTS

The Project Area is the area in which Project activities will take place. The Increment Districts shall be designated Increment District No. 1, City of Lawton, Increment

District No. 2, City of Lawton, and two (2) additional increment districts temporarily designated as Increment District No. “A” and Increment District No. “B,” (collectively, the “Increment Districts”). The Project Area and Increment District boundaries are depicted on Exhibit A. Legal descriptions of the Project Area and the Increment Districts are contained in Exhibit B.

III. ELIGIBILITY OF PROJECT AND PROJECT AREA

The Project Area and Increment Districts are in an enterprise area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, because they are located within a state-designated Enterprise Zone, which was approved and made effective pursuant to rules promulgated by the Oklahoma Department of Commerce.

The Project Area and Increment Districts are in a reinvestment area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, because it is an area requiring public improvements to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment, to attract major investment in the area or to preserve or enhance the tax base.

The City is a military growth impact community which is experiencing primary impacts from the BRAC mandate. The mixed-use center initially developed in Increment District No. 2, to include new development in Increment Districts “A” and “B,” is a military growth impact project which supports and responds to the needs and quality of life issues resulting from the military growth impacts.

IV. OBJECTIVES

The principal objectives of the Project and the Increment Districts are:

- A. To make possible revitalization and beautification efforts in downtown Lawton, including improvements to streetscapes.
- B. To create a cohesive and connected area, including business, retail, and restaurants, that attracts daytime and evening foot traffic.
- C. To stimulate private commitments to invest and reinvest in the Project Area.
- D. To reverse economic stagnation and decline, to serve as a catalyst for retaining or expanding employment, and to attract major investment in the area.

- E. To preserve and enhance the tax base and make possible investment, development, and economic growth that would otherwise be difficult without the Project and the apportionment of incremental tax revenues.
- F. To implement recommendations of the Fort Sill Regional Growth Management Plan especially with respect to land use, planning, and quality of life issues.
- G. To advance STEM education, increase high school graduation rates, promote post-secondary STEM training, grow the STEM workforce, and drive economic development in the City of Lawton and the broader Southwest Oklahoma region.

V. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for the Project, including all necessary, appropriate and supportive steps, will consist of the following:

- A. Construction and repair of public improvements, streets, streetscapes, and infrastructure for utilities in order to increase the density of development.
- B. Landscape and streetscape improvements, including lighting, signage, and sidewalks, in downtown Lawton, especially along 2nd Street and C Avenue, in order to create a safe and connected development.
- C. Site assembly, land acquisition, and environmental remediation for infill construction and renovation of vacant structures to create a cohesive and vibrant downtown.
- D. Improvements and/or resources to one or more public schools in the Project Area.
- E. Assistance in development financing for housing.
- F. Assistance in development financing for redevelopment, business location, relocation, or expansion and job creation.

VI. ESTABLISHMENT OF INCREMENT DISTRICTS

A. Increment District No. 1, City of Lawton, an ad valorem tax increment district, was previously created pursuant to Ordinance 2006-15 adopted by City Council on May 6, 2005, the boundaries of which were thereafter reduced effective July 1, 2010, with the City Council's adoption of Ordinance No. 10-22. Increment District No. 2, City

of Lawton, an ad valorem, sales and use tax, and occupancy tax increment, was created effective July 1, 2010, pursuant to Ordinance No. 10-22.

B. The ad valorem increment is the ad valorem revenue in excess of the revenue generated by the base assessed value of the increment district (*i.e.*, the new revenue attributable to increases in the value of the increment district). Pursuant to the Amended Project Plan approved on June 10, 2010, the size of Increment District No. 1 was reduced by the deletion of the area for Increment District No. 2; accordingly, the base assessed value within Increment District No. 1 was thereby reduced. Notwithstanding such reduction (and to render unnecessary a determination of the amount of such reduction), the increment of ad valorem taxes from Increment District No. 1 generated by values in excess of the base assessed value up to an equalized assessed value of \$23,043,212 has been allocated to the affected taxing jurisdictions in proportion to their respective annual levies. 62 O.S. §853 (9) and (14)(i); §854(4). The increment of ad valorem taxes from Increment District No. 1 in excess of the ad valorem taxes generated by an equalized assessed value of \$23,043,212 for the increment district may be used to pay Project Costs authorized by Section VIII of this Project Plan for a period not to exceed twenty-five (25) years, as provided by law, or the period required for the payment of the Project Costs authorized by Section VIII, whichever is less. During the period of apportionment, the ad valorem apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

C. The sales tax increment from Increment District No. 2 is the City's annual undedicated sales tax, and the use tax attributable to investment and development in Increment District No. 2 in excess of such tax revenue for the fiscal year ended June 30, 2010. The increment of the sales taxes generated by Increment District No. 2, City of Lawton, as determined herein and as may be supplemented by resolution of the City Council in accordance with the Local Development Act, may be used to pay Project Costs authorized by Section VIII of this Project Plan, for the lesser of: (A) a period not to exceed twenty-five (25) years from the effective date of Increment District No. 2, City of Lawton, as provided by law, or (B) the period required for payment of the Project Costs. During the period of apportionment, the sales tax apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

D. The increment of ad valorem taxes from Increment District No. 2 in excess of the revenues generated by the base assessed value of the increment district may be used to pay Project Costs authorized by Section VIII of this Project Plan for a period not to exceed twenty-five (25) years from the effective date of Increment District No. 2, as provided by law, or the period required for payment of the Project Costs authorized by

Section VIII, whichever is less. During the period of apportionment, the ad valorem apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

E. The occupancy tax increment from Increment District No. 2 is the City's annual occupancy tax attributable to investment and development in Increment District No. 2 in excess of such occupancy tax revenue for the fiscal year ended June 30, 2010. The increment of the occupancy taxes generated by Increment District No. 2, determined as provided herein and as may be supplemented by resolution of the City Council in accordance with the Local Development Act, may be used to pay Project Costs authorized by Section VIII of this Project Plan for the lesser of: (A) a period not to exceed twenty-five (25) years from the effective date of Increment District No. 2, as provided by law; or (B) the period required for payment of the Project Costs authorized by Section VIII. During the period of apportionment, the occupancy tax apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

F. Increment Districts temporarily designated as Increment District No. "A" and "B", both of which are ad valorem and sales tax increment districts, are hereby approved with the adoption of this Third Amended Project Plan and shall each have an effective creation date on the dates established by an ordinance adopted by the City Council within ten (10) years following the date of approval of this Third Amended Project Plan. Once the effective creation date of each of Increment Districts No. "A" and "B" is determined, that Increment District shall be numerically designated as "Increment District Number ___, City of Lawton," as appropriate, by assigning the next consecutive number for increment districts of the City of Lawton in accordance with 62 O.S. § 856(3). Each Increment District shall be implemented in the sequence that development commitments are obtained and shall be sequentially numbered accordingly.

G. The boundaries of Increment District No. 2 will be reduced by the deletion of the area within Increment Districts No. "A" and "B", and the base assessed value of Increment District No. 2 will be decreased by the valuation assigned to each site at the time the base assessed value was determined by the Comanche County Assessor, as certified on October 26, 2010.

H. The increment of ad valorem taxes from each of the Increment Districts authorized herein, in excess of the base assessed value of each such increment district may be apportioned from time to time to pay Project Costs authorized by Section VIII of this Third Amended Project Plan for a period not to exceed twenty-five (25) fiscal years, as

provided by law, or the period required for the payment of such Project Costs, whichever is less.

I. The increment of Lawton sales and use taxes generated by investment and development in Increment Districts No. “A” and “B”, as determined by a formula to be approved by resolution of the City Council in accordance with the Local Development Act, may be used to pay Project Costs authorized pursuant to Section VIII of this Third Amended Project Plan, for a period not to exceed twenty-five (25) fiscal years from the respective effective dates of each of Increment Districts No. “A” and “B”, as provided by law, or the period required for payment of the Project Costs authorized pursuant to Section VIII of this Third Amended Project Plan, whichever is less.

J. During the period of apportionment, the apportionment fund shall constitute special funds of the Lawton Economic Development Authority, a public trust, and shall not be subject to annual appropriation as a part of the general fund of the City of Lawton.

K. In the event of any litigation challenging directly or indirectly the validity of this Project Plan, any Increment District authorized hereunder, or challenging directly or indirectly any apportionment of disbursement, the time period for any such Increment District or any apportionment or disbursement shall be tolled for a period of time equal to the pendency of any such litigation as permitted under 62 O.S. § 861(A).

L. The Lawton Economic Development Authority, a public trust, or another entity subsequently designated by the City of Lawton, is authorized, subject to approval by the City, to issue tax apportionment bonds or notes, or both, and to incur Project Costs pursuant to Section VIII of this Project Plan, and, in addition, to incur costs of issuance of such bonds or notes and to accumulate appropriate reserves, if any, in connection therewith.

VII. PROJECT AND INCREMENT DISTRICT AUTHORIZATIONS

A. The City of Lawton is designated and authorized as the principal public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto as provided in the Local Development Act, 62 O.S. § 854.

B. The Lawton Economic Development Authority, a public trust, or another public entity designated by the City pursuant to Section VI, is authorized and designated to carry out those provisions of the Project related to issuance of bonds or notes as provided in 62 O.S. §§ 854(B) and 863 of the Local Development Act, subject to approval of the governing body of the City of any specific notes or bonds. Such public entity of the City of Lawton is authorized to assist in carrying out this Project Plan and to exercise all powers necessary or appropriate thereto pursuant Sections 854, Title 62 of the Oklahoma Statutes, except for approval of this Project Plan and those powers enumerated in paragraphs 1, 4,

7, 13 and 16 of Section 854, Title 62. As a public entity designated by the City of Lawton, the Lawton Economic Development Authority, a public trust, or another public entity designated by the City is authorized to: (1) issue tax apportionment bonds or notes, or both; (2) incur Project Costs, pursuant to Section VIII of this Project Plan; (3) provide funds to or reimburse the City of Lawton and the Lawton Urban Renewal Authority for the payment of Project Costs and other costs incurred in support of the implementation of the Project; and (4) incur the cost of issuance of bonds for payment of such costs and to accumulate appropriate reserves, if any, in connection with them. Project Costs shall mean (a) the public costs authorized to be paid by apportioned tax increments pursuant to Section VIII of this Project Plan, and (b) costs necessary or appropriate to implement this Project Plan other than costs authorized by Section VIII, which may be authorized without amendment to this Project Plan.

C. The City Manager, John Ratliff, his successor in office, or his designee shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in this Project Plan. The City Manager, his successor in office, or his designee is authorized to empower one or more designees to exercise responsibilities in connection with Project implementation.

D. Within the boundaries of urban renewal project areas approved by the City of Lawton, the Lawton Urban Renewal Authority is authorized as a public entity to carry out and administer the provisions of this Project Plan with respect to private development and redevelopment in accordance with this Project Plan and urban renewal plans approved by the City of Lawton, as authorized by the Oklahoma Urban Redevelopment Law, Section 38-101, *et seq.*, Title 11 of the Oklahoma Statutes. As a public entity designated by the City of Lawton, the Lawton Urban Renewal Authority is authorized to: (1) incur Project Costs pursuant to Section VIII of this Project Plan, (2) be reimbursed for such costs, and (3) assist in carrying out this Project Plan and exercise all powers necessary or appropriate thereto pursuant Sections 854, Title 62 of the Oklahoma Statutes, except for approval of this Project Plan and those powers enumerated in paragraphs 1, 4, 7, 13 and 16 of Section 854, Title 62.

VIII. BUDGET OF ESTIMATED PROJECT COSTS TO BE FINANCED BY TAX INCREMENTS APPORTIONED FROM THE INCREMENT DISTRICTS

The estimated Budget of Project Costs on page 11 of this Project Plan represents the maximum costs to be financed by increment revenues expected from development in the Increment Districts and is reflected in seven (7) basic categories of Project Costs. Additional eligible Project Costs may be financed by a combination of sources, in part by the apportionment of ad valorem and sales and use tax increments from the Increment Districts, other public funds, and by state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Act, 62 O.S. § 840, *et*

seq. The budget allocations for each category represent the anticipated uses of increment revenues, but may be combined or reallocated among categories and Increment Districts as deemed necessary for the Project.

A. Public Improvements. An allocation, in the amounts set forth in the budget below, may be utilized for public improvements, including water, sanitary sewer, storm drainage, roadway, sidewalks, streetscapes, walkways, lighting, landscaping, signage, and other infrastructure and utilities as may be necessary or desirable to serve the Project or attract new business development.

B. Redevelopment, including Land Acquisition and Remediation, and Assistance in Development Financing (Project Support for Redevelopment). An allocation, in the amounts set forth in the budget below, may be utilized, as assistance in public financing, as may be necessary to attract and support new business, relocation and/or expansion of existing business, and job creation. Such project support will be provided pursuant to executed economic development agreements to ensure delivery of each development.

C. School Improvements. An allocation, in the amounts set forth in the budget below, as such funding becomes available, may be utilized for capital improvements and related facilities for the public schools located in the Project Area, which may include construction, renovation, expansion, or modernization of school buildings; acquisition of furnishings, fixtures, equipment, and technology; site and safety improvements; and related infrastructure and utility work necessary to support educational services.

D. Other Public Facilities. An allocation, in the amounts set forth in the budget below, may be utilized for other public facilities and improvements, including without limitation, parks and public space facilities and amenities.

E. Project Implementation and Administrative Costs. An allocation, in the amounts set forth in the budget below, may be utilized for project implementation and administrative costs, including planning, legal, consulting, and engineering costs incurred or to be incurred by the City and/or LEDA. Such costs include, but are not limited to, payment and/or reimbursement of costs in connection with the preparation and approval of the Project, the Project Plan, implementing agreements, economic development agreements, other definitive agreements, professional fees, and financing costs and fees (to the extent financing is authorized by the City Council).

F. STEM Strategic Plan. Ten percent (10%) of the total increment revenue generated from Increment Districts temporarily designated as Increment District No. “A” and “B”, both of which are ad valorem and sales tax increment districts, will be allocated for implementing the STEM Strategic Plan to support programs, and initiatives focused on STEM Education, jobs training, and internship programs. Such programs and initiatives

may include partnership, implementation, and support agreements, as determined in the City's discretion, with the public schools providing K-12 education, FISTA, Great Plains Technology Center, Cameron University, and other with local organizations, local schools, educational institutions, academic organizations, local industry partners, state and federal entities, nonprofits, public trusts, and other entities, organizations, and partners as may be determined appropriate and necessary by the City from time to time.

- G. Miscellaneous and Contingencies. An allocation, in the amounts set forth in the budget below, may be utilized for contingencies, including incidental and unforeseen costs and expenses incurred in any Project Cost category.

Estimated Budget of Project Costs (in millions of dollars)								
Increment District No.	Project Cost Category							Total for Increment District
	A	B	C	D	E	F	G	
1	\$9.50	\$7.50	\$3.50	\$3.00	\$0.75	n/a	\$0.75	\$25.00
2	\$15.60	\$12.30	\$5.80	\$4.90	\$1.25	n/a	\$1.25	\$41.10
A	\$9.40	\$4.90	\$3.40	\$3.00	\$0.80	\$2.50	\$0.80	\$24.80
B	\$4.90	\$2.60	\$1.90	\$1.60	\$0.40	\$1.30	\$0.40	\$13.10
Total	\$39.40	\$27.30	\$14.60	\$12.50	\$3.20	\$3.80	\$3.20	\$104.00

Project Cost Categories

- A Public Improvements
- B Project Support for Redevelopment
- C School Improvements
- D Other Public Facilities
- E Project Implementation and Administration
- F STEM Strategic Plan
- G Miscellaneous and Contingencies

Plus any financing costs, costs of issuance, necessary or appropriate reserves, and interest on repayment of Project Costs, including, where authorized, interest on assistance in development financing.

For all Increment Districts, all Project Cost Categories other than Project Cost Category F (for STEM Strategic Plan) may be combined and allocated as deemed necessary for the Project. Furthermore, previously unpledged or uncommitted increment revenues from a Project Cost Category for any Increment District may be pledged to the repayment of financing or payment of Project Costs authorized from the same Project Cost Category for any other Increment District.

Additional Financial Authorizations.

Advances, guaranties, loans, and repayments between any Increment Districts approved by the City of Lawton are authorized under this Project Plan, provided the aggregate budgets for the respective Increment Districts are not exceeded. Project Costs remaining upon the expiration of an Increment District may be paid from increments of any remaining Increment Districts.

Additional Project Costs.

Additional costs necessary or appropriate to implementing this Project Plan which are to be financed by other than apportioned tax increments may be approved by the City at any time. The provisions of this Section VIII are not a limitation on Project related costs to be financed by sources other than apportioned tax increments.

IX. PROJECT PLAN FINANCING

A. Financing Authorizations.

The implementation of the Project Plan shall be financed in accordance with financial authorizations, including both fund and asset transfers, authorized from time to time by the City Council.

Some Project Costs, in anticipation of private investment, may be financed and funded by the City from apportioned tax increments or from sources other than apportioned tax increments, through the issuance of tax apportionment revenue notes, which may be repaid once increment is generated by the development within an Increment District. Private developers within the Project Area may be required to construct the necessary improvements for specific projects at their initial expense, and the financing of such private developments will be provided by private sources. Other Project Costs incurred in connection with the implementation of this Project Plan will be financed on a pay-as-you-go basis.

B. Financing Revenue Sources.

The revenue sources expected to finance Project Costs authorized by Section VIII are the apportioned increments generated by the Increment Districts. Project Costs will be paid by the City and/or the Lawton Economic Development Authority, a public trust, as authorized from time to time by City Council.

C. Financial Reports and Audits.

The redevelopment activities undertaken by the City, pursuant to this Project Plan, shall be accounted for and reported by the appropriate and necessary annual fiscal year audits and reports.

D. Community Development Block Grant Funds.

To the extent that community development funds or other funds of the City are required to finance the Project, they may be provided on an incremental basis.

E. Other Necessary and Supporting Costs.

The Lawton Economic Development Authority, a public trust, or another public entity designated by the City pursuant to Section VI, is authorized to issue bonds and notes and to apply for and obtain grants from other sources for costs incurred or to be incurred in connection with the Project and the construction of facilities therein in addition to Project Costs to be financed pursuant to Section VIII.

X. ESTIMATED PRIVATE AND PUBLIC INVESTMENTS STIMULATED BY THE PROJECT

A. Private and Public Investments Expected from the Project and Increment District No. 1.

The total estimated private investment ranges from \$150 Million to \$175 Million, in addition to an estimated \$50,000,000 in aggregate public investment. Private investment in the area is expected to consist of retail, hotel, and new business development. Public investment will include infrastructure improvements, landscape and streetscape improvements, infill construction, and renovation and revitalization of existing buildings and structures to create enhanced space for retail and mixed uses.

B. Public Revenue Estimated to Accrue from the Project and Increment District No. 1 and Increment District No. 2.

The estimated incremental increases in ad valorem and sales tax revenue, which will serve as the revenue source for financing the Project Costs authorized by Section VIII, is the public revenue directly attributable to the Project defined by establishment of the tax increment district. Both the City and the State will experience increases in sales tax revenues that are not a part of the increment. Ad valorem taxing entities will experience additional revenues from increasing values near and adjacent to the Project.

Incremental ad valorem tax revenues are estimated to range between \$84,000 annually in the near term and \$1,200,000 annually over the longer term. It is also estimated that incremental sales tax revenues will be between \$200,000 annually in the near term and \$2,900,000 annually over the longer term. The economic impact of the Project on public revenue outside of Increment Districts No. 1 and 2 is expected to be positive.

C. Private and Public Investments Expected and Public Revenue Estimated to Accrue from Increment District No. “A”.

The total private investment is estimated to be between \$16 million and \$20 million, in addition to an estimated \$1 million in public investments. Private investment in the area is expected to consist of a full-service grocery store and fuel station development. Public investment may include infrastructure improvements, landscape and streetscape improvements, infill construction, and site remediation.

Incremental ad valorem tax revenues are estimated to range between \$190,000 annually in the near term and \$300,000 annually over the longer term. It is also estimated that incremental sales tax revenues will be between \$200,000 annually in the near term and \$400,000 annually over the longer term.

D. Private and Public Investments Expected and Public Revenue Estimated to Accrue from Increment District No. “B”.

The total private investment is estimated to be between \$8 million and \$10 million. Private investment in the area is expected to consist of retail or mixed-use development. Public investment may include infrastructure improvements, landscape and streetscape improvements, infill construction, and site remediation.

Incremental ad valorem tax revenues are estimated to range between \$100,000 annually in the near term and \$160,000 annually over the longer term. It is also estimated that incremental sales tax revenues will be between \$100,000 annually in the near term and \$200,000 annually over the longer term.

E. Economic Impacts on Business Activities and Financial Impacts on Taxing Jurisdictions. Implementation of the Project is expected to generate positive economic

impacts within the Project Area and the community as a whole. These benefits will be reinforced through the strategic investment of eligible Project Costs designed to catalyze business activity, expand the local tax base, and advance the objectives of this Project Plan. The Project is not expected to result in a measurable increase in demand for services by, or in costs to, the affected taxing jurisdictions. The Project is anticipated to yield favorable fiscal and economic outcomes for the affected taxing jurisdictions by promoting sustained commercial growth, supporting job creation, and encouraging complementary private investment. Collectively, these impacts are expected to enhance the vitality of the Project Area and contribute to long-term economic development consistent with the objectives set forth in Section IV of this Plan.

XI. LAND USE

No changes in the zoning of the City of Lawton are necessary to accommodate this Project. This Third Amended Project Plan complies with the objectives and priorities of the Comprehensive Plan of the City of Lawton, as amended.

Existing uses and conditions of real property in the Project Area are shown on the map attached as Exhibit C. The proposed improvements to and proposed uses of the real property in the Project Area are shown on Exhibit D.

Exhibit A

Project Area and Increment District Boundary Map

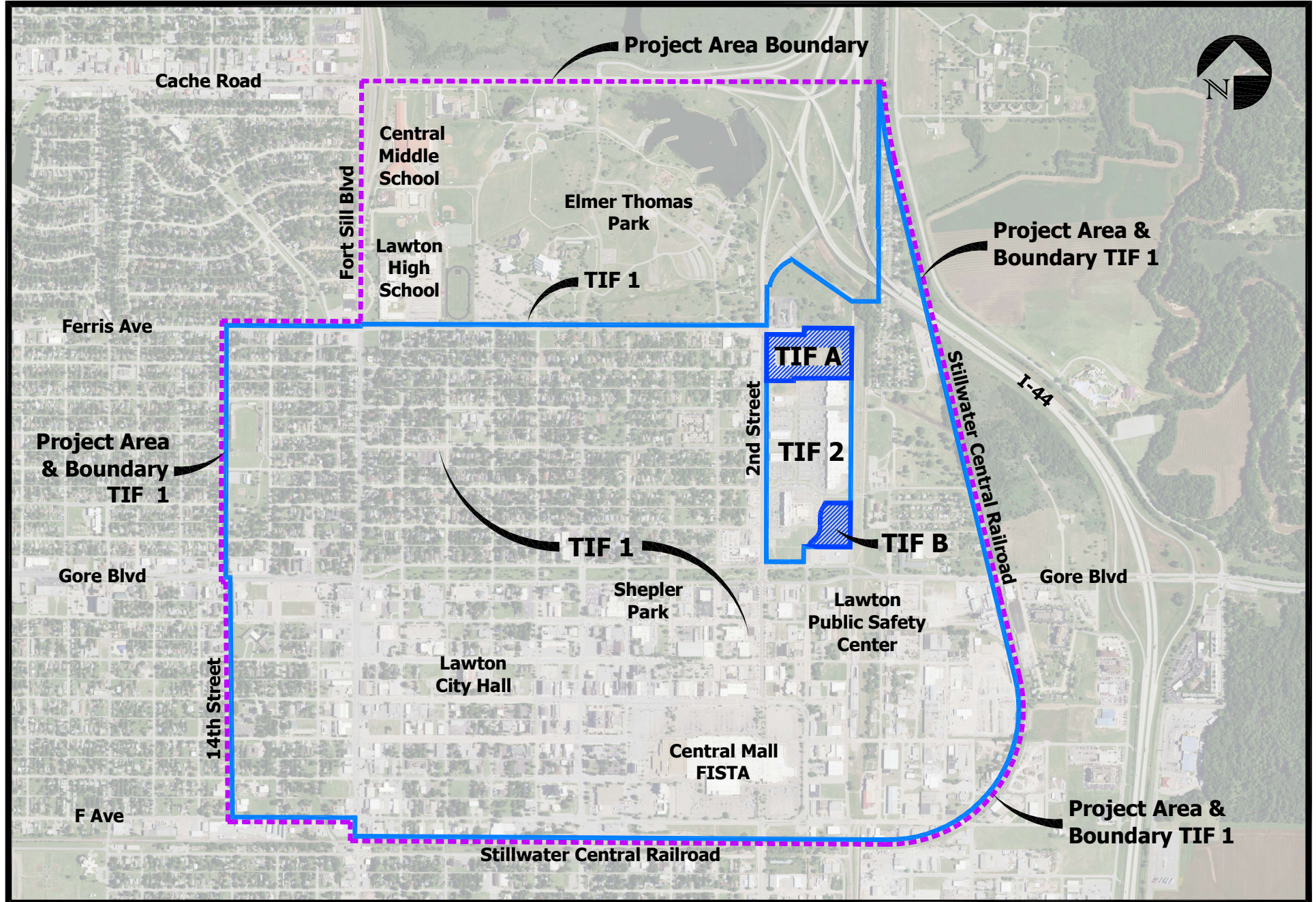


EXHIBIT B

Project Area Boundary Description

That portion of the City of Lawton lying within a line described as Beginning at a point where the extension of the north right-of-way line of NW Ferris Avenue intersects the west line of Section 30, T2N-R11W; thence westerly along the north right-of-way line of NW Ferris Avenue to its intersection with the west right-of-way line of NW 14th Street extended; thence southerly along the west right-of-way line of NW 14th Street to its intersection with the south right-of-way line of SW F Avenue; thence easterly along the south right-of-way line of SW F Avenue to its intersection with the west right-of-way line of SW 11th Street; thence southerly along the west right-of-way line of SW 11th Street to its intersection with the north right-of-way line of the Burlington-Northern Railroad; thence easterly and northerly along the north and west right-of-way line of the Burlington-Northern Railroad to its intersection with the east right-of-way line of the Oklahoma-Kansas-Texas Railroad; thence northerly along the east right-of-way line of the Oklahoma-Kansas-Texas Railroad to its intersection with the north line of Section 29, T2N-R11W; thence westerly along the north line of said Section 29 to the northwest corner of said section; thence westerly along the north line of Section 30, T2N-R11W, to the northwest corner of said Section 30; thence southerly along the west line of said Section 30 to the Point of Beginning.

Increment District No. 1 Boundary Description

That portion of the City of Lawton lying within a line described as beginning at a point where the East right-of-way line of Business Highway 281 intersects the North right-of-way line of NW Ferris Avenue; thence westerly along the North right-of-way line of NW Ferris Avenue to its intersection with the West right-of-way line of NW 14th Street extended; thence southerly along the West right-of-way line of NW 14th Street to its intersection with the South right-of-way line of SW F Avenue; thence easterly along the South right-of-way line of SW F Avenue to its intersection with the West right-of-way line of SW 11th Street; thence southerly along the West right-of-way line of SW 11th Street to its intersection with the North right-of-way line of the Burlington-Northern Railroad; thence easterly and northerly along the North and West right-of-way line of the Burlington-Northern Railroad to its intersection with the East right-of-way line of the Oklahoma-Kansas-Texas Railroad; thence southerly along the East right-of-way line of the Oklahoma-Kansas-Texas Railroad to its intersection with the South right-of-way line of Interstate 44; thence northwesterly along the Southwest right-of-way line of Interstate 44 to its intersection with the East right-of-way line of Business Highway 281; thence southwesterly along the East right-of-way line of Business Highway 281 to the point of beginning. EXCLUDING: All of Lots One (1) – Eight (8), Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County,

Oklahoma, including all right, title and interest in and to vacated streets and alleys abutting thereon.

Increment District No. 2 Boundary Description

Lot Three (3), Block 1, Lawton Downtown Center, Part 1, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, together with all of Lots One (1), Two (2), Four (4), Five (5), Six (6), and (7), all inclusive, Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma, including all right, title and interest in and to vacated streets and alleys abutting thereon.

Increment District No. "A" Boundary Description

Lot Eight (8), Block One (1), Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma.

Increment District No. "B" Boundary Description

Lot Three (3), Block One (1), Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma.

Exhibit C

Existing Uses and Conditions

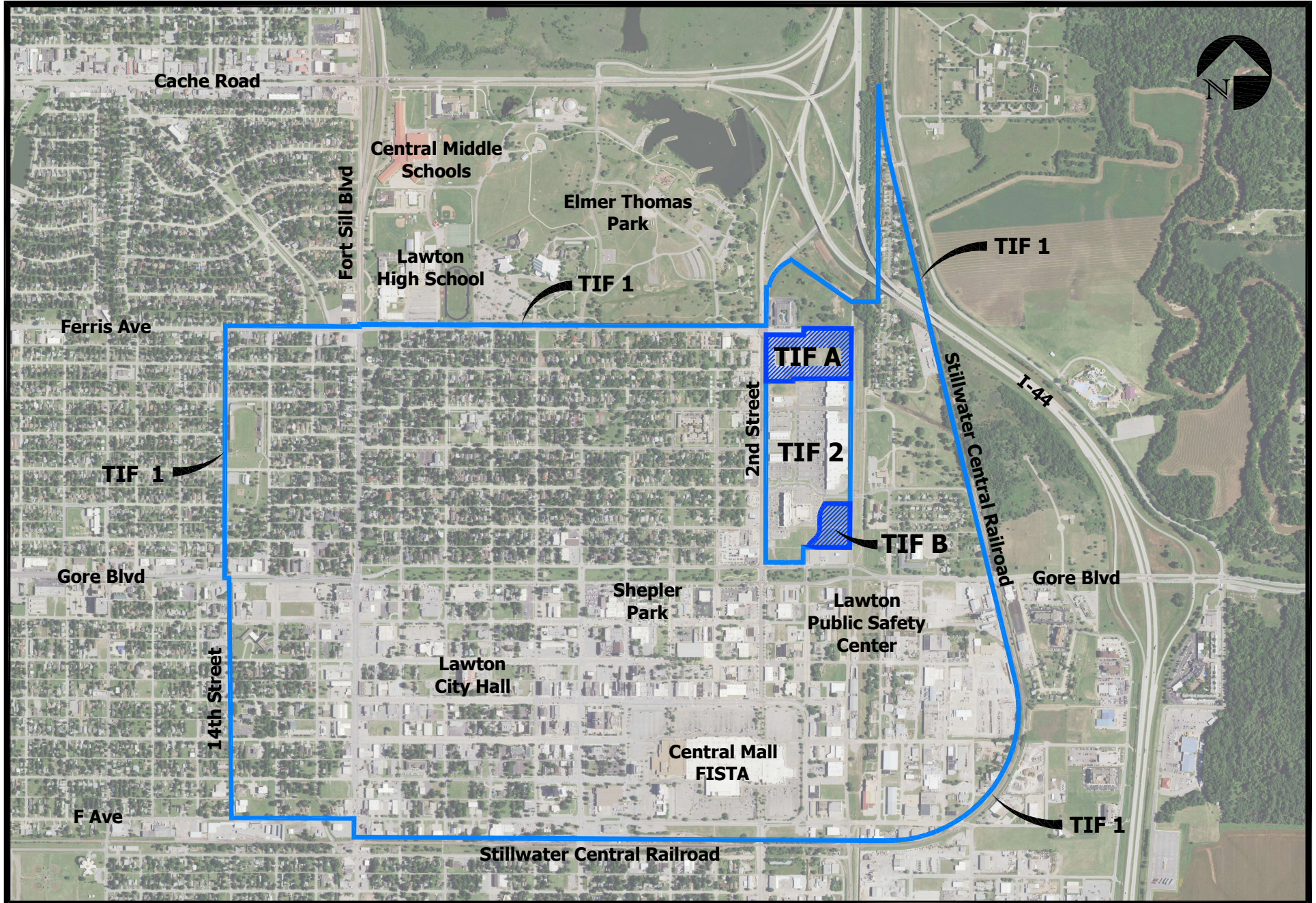


Exhibit D

Proposed Land Use Map

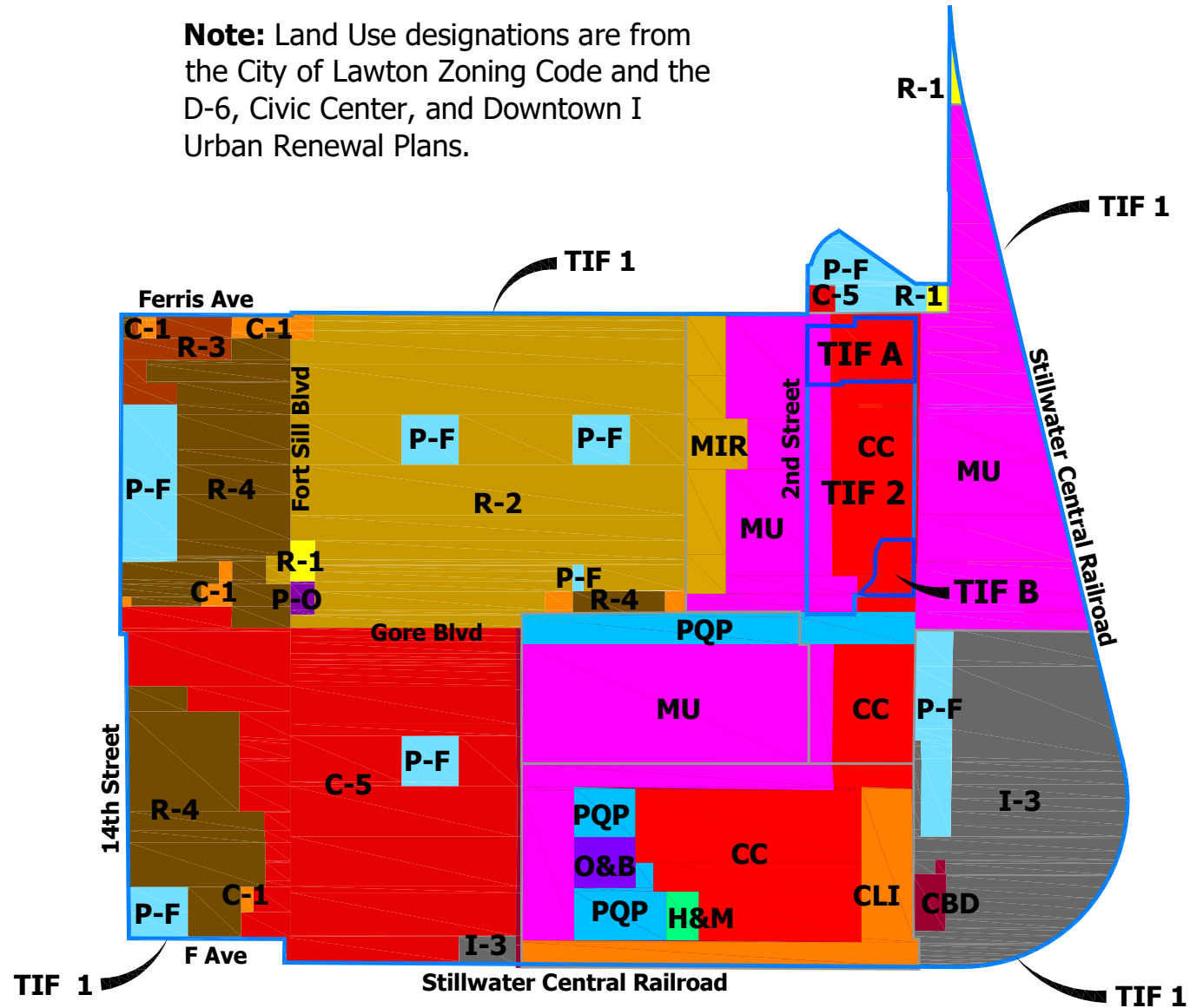
City of Lawton Zoning Uses:

C-1	Local Commercial District
C-5	General Commercial District
CBD	Central Business District
P-F	Public Facilities District
P-O	Professional Office District
R-1	Single-Family Dwelling District
R-2	Two-Family Dwelling District
R-3	Multiple-Family Dwelling District
R-4	High-Density Apartment District
I-3	Light Industrial District

Urban Renewal Plan Uses:

CC	Commercial Central
CLI	Commercial Light Industrial
H&M	Hotel and Motel
MIR	Medium Intensity Residential
MU	Mixed Use
O&B	Office and Banking
PQP	Public – Quasi Public

Note: Land Use designations are from the City of Lawton Zoning Code and the D-6, Civic Center, and Downtown I Urban Renewal Plans.



**FINDINGS AND RECOMMENDATION OF THE
DOWNTOWN PROJECT PLAN TIF REVIEW COMMITTEE FOR THE THIRD
AMENDED LAWTON DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN**

After review of the Third Amended Lawton Downtown Economic Development Project Plan (“Third Amended Project Plan”), its proposed creation of two (2) tax increment districts temporarily designated and identified as Increment Districts No. “A,” and “B,” City of Lawton, both of which will be ad valorem and sales tax increment districts (the “Increment Districts”), and other relevant information, the Downtown Project Plan TIF Review Committee (“Review Committee”) makes the following findings:

A. Findings Regarding Eligibility of the Proposed Project Area and Increment Districts

1. The proposed Project Area and Increment Districts lie within state-designated enterprise zones, and as such meet the definition of an “enterprise area” under the Local Development Act (62 O.S. § 853(5), (6)). Enterprise Areas qualify for use of the tools of the Oklahoma Local Development Act pursuant to 62 O.S. §856(B)(4)(a).
2. The proposed Project Area and Increment Districts qualify as “reinvestment areas” under the Local Development Act (62 O.S. § 853(17)) due to the fact that the area lacks public improvements necessary to reverse economic stagnation and to attract major investment in the area. Reinvestment Areas qualify for use of the tools of the Oklahoma Local Development Act pursuant to 62 O.S. §856(B)(4)(a).
3. The level of investment, development, and economic growth desired by the City of Lawton is difficult, but possible, within the proposed Project Area and Increment Districts if the provisions of the Local Development Act are utilized.
4. Tax increment financing is a necessary component in stimulating reinvestment in the proposed Project Area and Increment Districts.
5. Tax increment financing will be used to supplement and not supplant or replace normal public functions and services in the proposed Project Area and Increment Districts.
6. Tax increment financing will be used in conjunction with existing programs and efforts and other locally implemented economic development efforts.
7. Where possible, the Third Amended Project Plan emphasizes conservation, preservation, and rehabilitation.

B. Findings Regarding Financial Impact on the Affected Taxing Jurisdictions and Business Activities Within the Proposed Project Area and Increment Districts

1. The anticipated private development will generate tax increments sufficient to pay

the authorized project costs of the project proposed by the Third Amended Project Plan. Without the proposed Third Amended Project Plan and Increment Districts, the additional retail business development desired by the City and the resulting increases in tax revenues would not occur.

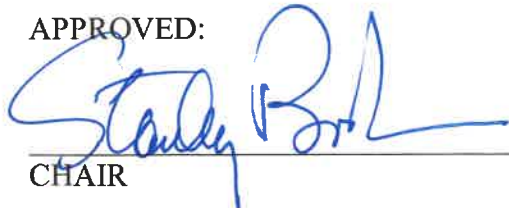
2. The additional developments anticipated under the proposed Third Amended Project Plan will not result in a measurable increase in demand for services by or in costs to the affected taxing entities.
3. Implementation of the Third Amended Project Plan will require public expenditures, but those public sector costs will be substantially defrayed from apportioned tax increments as provided in the proposed Third Amended Project Plan.
4. The public revenue anticipated to result from the additional developments contemplated by the Third Amended Project Plan includes increased tax revenue from economic growth and benefits both inside and outside the existing and proposed Increment Districts.
5. The economic benefits of the proposed Third Amended Project Plan for the affected taxing jurisdictions and the community as a whole offset the adverse financial impacts, if any, of the proposed Third Amended Project Plan on the affected taxing jurisdictions.
6. The aggregate impacts on the affected taxing jurisdictions and on business activities from implementation of the Third Amended Development Project Plan are expected to be positive and include the achievement of the objectives set forth in Section IV of the proposed Third Amended Project Plan.

C. Recommendation.

Based on the findings made and approved in Paragraphs A and B above, the Review Committee hereby recommends that the City Council of the City of Lawton approve and adopt the Third Amended Lawton Downtown Economic Development Project Plan, including the establishment of the proposed Increment Districts.

ADOPTED by the Downtown Project Plan TIF Review Committee this 24th day of October, 2025, and **SIGNED** by its Chair.

APPROVED:



CHAIR

I, Tammy Branstetter, Acting Secretary of the Downtown Project Plan TIF Review Committee ("Review Committee"), certify that the foregoing resolution detailing the findings and recommendation of the Review Committee was duly adopted at a special meeting of the Review Committee, held at the City of Lawton City Hall, Third Floor Conference Room, 212 S.W. 9th Street, Lawton, Oklahoma, on the 24th day of October, 2025; that said meeting was held in accordance with the Open Meeting Act of the State of Oklahoma; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during such meeting; and that said resolution was adopted by a majority of those present.

Tammy Branstetter
ACTING SECRETARY

Item Title:

Receive a presentation summarizing the 2025 Spirit of Survival event and consider accepting a donation in the amount of \$5,000.00 from the Cancer Centers of Southwest Oklahoma in appreciation for the City's continued support of the event.

Initiator: John Ratliff, City Manager

Information Source: John Ratliff, City Manager

Background:

The annual Spirit of Survival event was held on October 4–5, 2025. This event is co-sponsored by the City of Lawton in partnership with the Cancer Centers of Southwest Oklahoma. In appreciation of the City's continued support, the Cancer Centers of Southwest Oklahoma have offered a \$5,000.00 donation to be allocated to the Lawton Police Department's budget. Additionally, the Cancer Centers of Southwest Oklahoma submitted a reimbursement check to the City of Lawton Finance Department in October 2025 in the amount of \$4,654.13 to cover expenses related to City personnel and equipment utilized during the event.

Angelina Baker, Oncology Program Manager with the Cancer Centers of Southwest Oklahoma, will be giving a presentation summarizing the 2025 event.

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

PowerPoint Presentation on file in the City Clerk's Office

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Receive a presentation summarizing the 2025 Spirit of Survival event and accept a donation in the amount of \$5,000.00 from the Cancer Centers of Southwest Oklahoma in appreciation for the City's continued support of the event.

ATTACHMENTS:

None

Item Title:

Hold a public hearing and consider approving the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs' activities and accomplishments for Federal Fiscal Year 2024.

Initiator: Charlotte Brown, Deputy Director

Information Source: Robert Burns, Housing Administrator

Background:

HUD requires grantees to submit a Consolidated Annual Performance and Evaluation Report (CAPER), which reports on the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs' activities and accomplishments during the previous program year. This CAPER covers the program year July 1, 2024, through June 30, 2025. The Citizen Participation Plan requires a public hearing before the City Council to consider performance reports. The public hearing is to obtain input from citizens and the City Council for development of the CAPER.

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

FFY 2024 Consolidated Annual Performance and Review (CAPER)

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Hold a public hearing for the purpose of obtaining public input and approve the Consolidated Annual Performance and Evaluation Report (CAPER) for Federal Fiscal Year 2024, for submission to HUD, and authorize the Mayor to sign all necessary documents required to submit the approved CAPER.

ATTACHMENTS:

1. 2024CAPER



FFY 2024 CAPER
Community Development Block
Grant and HOME Investment
Partnership Program

Prepared by Housing and Community
Development

A solid black horizontal bar used to redact information, likely a name or title, located below the text "Prepared by Housing and Community Development".

Public Review for the
FFY 2024 CONSOLIDATED ANNUAL
PERFORMANCE and EVALUATION
REPORT (CAPER)

The public review period begins on Wednesday, September 10, 2025 and ends Wednesday, September 24 2025.

1 Print Name: _____ Address: _____
Comments: _____

2 Print Name: _____ Address: _____
Comments: _____

3 Print Name: _____ Address: _____
Comments: _____

4 Print Name: _____ Address: _____
Comments: _____

5 Print Name: _____ Address: _____
Comments: _____

6 Print Name: _____ Address: _____
Comments: _____

7 Print Name: _____ Address: _____
Comments: _____

8 Print Name: _____ Address: _____
Comments: _____

Public Review for the
FFY 2024 CONSOLIDATED ANNUAL
PERFORMANCE and EVALUATION
REPORT (CAPER)

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Comments: _____

7 Print Name: _____ Address: _____
Comments: _____

8 Print Name: _____ Address: _____
Comments: _____

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City is making progress toward the established goals of the strategic plan. Our rehabilitation projects have increased dramatically, doubling last year's output. While completed 2 Whole Home Rehabilitations in FFY 2022, we have 8 more processing at this time. We continue to push forward and spend possible at-risk funds first. Our public facilities and infrastructure goals have not been reached yet, the HC King kitchen project was delayed due to a contractor winning the bid and then failing to start. Subsequent bids have more than doubled. The Veterans Resource Center, which was scheduled to open on Veterans Day, November 11, 2022, after many obstacles opened the doors on March 6, 2023. The City of Lawton is excited about the future of this program and the positive changes the VRC will provide.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Administration	CDBG: \$ / HOME: \$	Other	Other	1	1	100.00%	1	1	100.00%

Affordable Housing Construction and Development	Affordable Housing	HOME: \$	Rental units constructed	Household Housing Unit	1	0	0.00%	1	0	0.00%
Affordable Housing Construction and Development	Affordable Housing	HOME: \$	Rental units rehabilitated	Household Housing Unit	4	0	0.00%			
Affordable Housing Retention and Rehabilitation	Affordable Housing Public Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	10	0	0.00%	2	0	0.00%
Affordable Housing Retention and Rehabilitation	Affordable Housing Public Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	170	34	20.00%	34	24	70.59%
Elimination of Slum and Blight	Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	20000	13248	66.24%	4000	4128	103.20%
Homebuyer Financial Assistance	Affordable Housing	HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	5	0	0.00%	1	0	0.00%
Prevention and Elimination of Homelessness	Homeless	CDBG: \$ / HOME: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	50	20	40.00%	10	20	200.00%

CAPER

2

Prevention and Elimination of Homelessness	Homeless	CDBG: \$ / HOME: \$	Homeless Person Overnight Shelter	Persons Assisted	10250	3448	33.64%	2050	2580	125.85%
Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	8000	8595	107.44%	8000	8595	107.44%
Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	100	21	21.00%	50	0	0.00%
Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	20	33	165.00%	0	13	
Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	2	2	100.00%	2	2	100.00%
Public Services	Affordable Housing Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	29125	12062	41.41%	5825	6384	109.60%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

CAPER

3

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City continues to use funds to address the housing needs of our community. CDBG funds are used in a variety of ways including providing funds to eight public service organizations that help promote well being and assistance to help low and middle income families attain permanent housing and live better lives. CDBG funds are also used to eliminate slum and blight throughout the community through our Homeowner Rehabilitation Program, Exterior Housing Improvement Program, Emergency Repair Program, and Code Enforcement Project. Using funds provided through the CDBG grant, code enforcement officers were able to write 4000+ citations with 86% compliance. CDBG funds are continuing to be used towards the payback of the Section 108 Guaranteed Loan through bi-annual payments totaling \$142,812 in FFY 2022.

CAPER

4

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	2,812	1
Black or African American	2,618	0
Asian	8	0
American Indian or American Native	156	0
Native Hawaiian or Other Pacific Islander	0	0
Total	5,594	1
Hispanic	279	0
Not Hispanic	5,315	1

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,624,034	998,729
HOME	public - federal	1,818,318	64,605

Table 3 - Resources Made Available

Narrative

The City of Lawton continues to spend our oldest funds first. We have been able to assist all applicants that have qualified for our programs.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Lawton Downtown Economic Development Project Area	5	10.29	
Lawton Heights (Zone One)	15	26.25	
Lawton View	60	41.55	

Table 4 – Identify the geographic distribution and location of investments

Narrative

Projects funded will be conducted for the benefit of low- and moderate-income persons and families throughout the city. No specific area is targeted but most of the assistance provided is to homeowners in older homes and therefore most assistance is concentrated in the central and south central parts of Lawton.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Several private financial institutions are available to provide funding for housing developments throughout Lawton. There are also not-for-profit groups like the McMahon Foundation and the United Way of Southwest Oklahoma that provide funding to local projects such as the New Directions Shelter for Battered Woman, Habitat for Humanity, Family Promise and the C Carter Crane Homeless Shelter. CDBG and HOME Program funds are provided to eight different public service organizations by this office. All of the public service organizations we provide assistance to leverage our funding with other private donations and additional grants.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	10	0
Number of Non-Homeless households to be provided affordable housing units	47	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	57	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	10	0
Number of households supported through The Production of New Units	4	0
Number of households supported through Rehab of Existing Units	21	0
Number of households supported through Acquisition of Existing Units	0	0
Total	35	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's numbers doubled with regard to Emergency Repairs and Exterior Improvements during the first year following Covid-19 pandemic and there were 2 Whole Home Rehab and 0 CHDO's performed during 2022 CAPER. Our Tenant Based Rental Assistance agreement with the Lawton Housing Authority is under way and we have been able to provide assistance to 20 households for several months with in assistance.

Discuss how these outcomes will impact future annual action plans.

The City has resumed Whole Home Rehabs in order to help as many qualifying applicants as possible. Council members representing low-income neighborhoods are helping to spread the word about our programs. We anticipate that our rehabilitation numbers will continue to grow. The city is also anticipating that a CHDO will step up and resume rehabilitating their outdated and substandard rental units. Our tenant based rental assistance (TBRA) agreement with the Lawton Housing Authority has been renewed and those accomplishments will be recorded in the 2023 CAPER.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	12	0
Low-income	13	0
Moderate-income	2	0
Total	27	0

Table 13 – Number of Households Served

Narrative Information

The City has resumed Whole Home Rehabs in order to help as many qualifying applicants as possible. Council members representing low-income neighborhoods are helping to spread the word about our programs. We anticipate that our rehabilitation numbers will continue to grow. The city is also anticipating that a CHDO will continue rehabilitating their outdated and substandard rental units. Our tenant based rental assistance (TBRA) agreement with the Lawton Housing Authority has been renewed and those accomplishments will be recorded in the 2022 CAPER.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Lawton continues to support C. Carter Crane, an affiliate of the Great Plains Improvement Foundation. Quest, as the lead agency for the SW Oklahoma Continuum of Care conducted their first point in time count to annually to evaluate the number of homeless individuals and/or families within the community. Through this point in time count, they can pass along information on services and assistance available to the homeless. Several public service organizations are registered through the Continuum of Care and provide services on a regular basis. Our office participated in the preparation meetings leading up to the PIT Count in January of 2023 and will continue to assist in the future. The 2023 count was the most reliable count since the beginning of COVID.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Consolidated Plan's goal is to provide assistance with all available resources, local public, and private agencies' efforts to address homelessness in the community. The Lawton Housing Authority (LHA), provides assistance to the homeless with the aid of CDBG public service funds, to families and individuals during the year. In addition, the agency provides a continuum of care function in the City of Lawton, providing for temporary shelter, job counseling, housing counseling, and credit counseling for families and individuals. The agency also assisted in arranging job interviews, coaching, and dressing for success to include providing clothes necessary to present a professional appearance at a job interview. The temporary transitional housing shelters available assist in helping the homeless families and individuals take a critical step along the continuum of care ladder to independent living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Quest (MIGHT) has completely and successfully accepted the lead roll in development and implementation of the CoC throughout southwest Oklahoma. The Southwest Oklahoma Continuum of Care (SWOCOC) consists of 16 counties served by five (5) southwest Oklahoma Community Action Agencies (CAAs), which provide a wide range of housing and public services within their respective areas of responsibility.

Quest developed and the SWOKCoC membership approved a ten-year plan for the continuum. Additionally, Quest developed and approved an organizational structure for the CoC with an Executive Committee and has developed functioning committees to address the needs of the 16 county region.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Lawton provided \$94,701.25 in CDBG funding to seven (7) different public service organizations during FFY 2022. With the CDBG and other funds available by local and private agencies, the seven (7) public service organizations were able to help just under ten thousand individuals. These individuals were either homeless or at risk of becoming homeless. The public service organizations in some cases, not only provide temporary shelter, they provide job training, drug and alcohol counseling, stress and depression counseling, and housing counseling including preparing a housing budget. Several factors can lead to homelessness or put someone at risk of being homeless. Each public service organization's goal is to lead these individuals to self-sufficiency.

Worst-case housing needs are defined as low-income renter households who pay more than half of their income for rent, live in seriously substandard housing, which includes homeless people, or have been involuntarily displaced. Persons in this category have priority considerations for assistance leading to permanent, affordable housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Lawton Housing Authority receives its funding under the Capital Program Fund Allocation Funding. The authority's efforts continue to focus on improvement and modernization of its housing resources.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Lawton Housing Authority (LHA) continues to implement policies and procedures and to improve programs that support and encourage resident initiatives to create self-sufficiency opportunities.

a. The LHA supports and encourages resident councils' participation in managing and operating public housing developments. Active resident councils are established at each residential community and meet on a monthly basis. They play an important role in establishing maintenance and modernization priorities as well as in developing programs to benefit residents. The councils provide valuable input for development of the Competitive Grant and the Annual and Five (5) Year Agency Plans by soliciting residents' input and ideas for modernization improvements to their living quarters and for opportunities that will lead to resident development opportunities and improvements.

b. The LHA has had a Family Self-Sufficiency Plan for Public Housing and recently received a new grant for a Section 8 Family Self-Sufficiency Coordinator. This plan will assist public housing residents and Section 8 clients with opportunities to develop functional families, to learn useful skills and trades, and to gain employment. Additionally, the plan provides opportunities for residents to begin savings programs to prepare for future home ownership.

c. Other initiatives aimed at involving residents and promoting self-sufficiency includes:

- (1) Adult Education Programs
- (2) Youth Computer / Tutoring Center
- (3) Scouting Programs
- (4) Lawton View Police Sub-Station
- (5) Probation and Parole Sub-Station
- (6) Oklahoma Parents as Teachers (OPAT)
- (7) The Family Self-Sufficiency Program Coordinating Committee

(8) Comanche County Summer Feeding Program

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The greatest barrier to home ownership in Lawton is the high cost of housing relative to low incomes in the area. This barrier to affordable housing is being addressed in several ways. First, an Overall Economic Development Plan was developed and implemented to attract businesses to the community to expand job opportunities and raise income levels in the community. Second, the housing programs described in the Consolidated Plan and addressed in this report were developed to address the problem of near term affordability of housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Responding to the need to target the creation of jobs, the Lawton Chamber of Commerce, using hotel/motel tax funds, hired a Director of Economic Development. The director's position, along with a director of tourism and convention development and a director of government affairs/military affairs encourages, promotes, and fosters conventions, tourism, and industrial and economic development for the City of Lawton. Additionally, Cameron University, using part of hotel/motel tax funds, continues to fund a Director of Technological Economic Development. The director's position advances and cultivates economic development in the technology field in association with other entities in the City of Lawton.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Housing & Community Development (HCD) staff is keenly aware of the hazards posed by lead-based paint (LBP). HCD continues its current procedures for notification, inspection, testing, and control of LBP hazards in the FTHB, homeowner rehabilitation, rental rehabilitation and CHDO activities, including the CHDO's transitional housing. The staff uses HUD LBP hazard brochures and pamphlets to inform assisted homeowners or homebuyers of the dangers and warning signs of the presence of lead-based paint. To date, neither the Department of Human Services nor the Comanche County Health Department has reported any cases of lead-based paint poisoning.

LBP testing is conducted in accordance with HUD (CFR 24) and EPA guidelines (CFR 40). Quarterly reports are submitted to the Oklahoma Department of Environmental Quality (ODEQ) as prescribed by the above regulations. All pre-1978 dwellings that receive assistance through the HAD are tested for LBP as required. Any pre-1978 property that undergoes rehabilitation is also cleared upon completion of rehabilitation if testing indicated the presence of lead paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

In 2008, the City was awarded a Section 108 Guaranteed Loan and a Brownfield Economic Development Initiative (BEDI) for the 2nd Street Improvement Project. From that project, it is estimated that four hundred (400) low- and moderate-income jobs were created. A few anchor stores have been completed and are open for business along with several other smaller stores. The development also includes a large hotel and convention center. This past year, the development opened a new sit down restaurant. The City is currently making bi-annual payments towards that loan.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Quest (MIGHT) has an intake coordinator that submits information in HMIS. Through this program, applicants can be tracked and managed from beginning to end. The City provides information for all of the programs on their website along with applications.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Lawton Housing Authority (LHA) receives its funding under the Capital Program Fund Allocation Funding. The authority's efforts continue to focus on improvement and modernization of its housing resources. The LHA has had a Family Self-Sufficiency Plan for Public Housing and receives a grant for a Section 8 Family Self-Sufficiency Coordinator. This plan will assist public housing residents and Section 8 clients with opportunities to develop functional families, to learn useful skills and trades, and to gain employment. Additionally, the plan provides opportunities for residents to begin savings programs to prepare for future home ownership.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Lawton's analysis of Impediments to Fair Housing Choice, which was prepared by RKG Associates INC in August of 2021, and identified numerous impediments to affordable housing within the City of Lawton. While the availability of affordable housing has not improved markedly in the 2 years since the analysis was completed, the City of Lawton is continuing it's efforts to address the impediments identified in the analysis and is working to increase fair housing education and encourage real estate sales and property management companies to include fair housing language in real estate listings.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure compliance with applicable program requirements HCD staff routinely reviews all requisitions for CDBG and HOME program fund expenditures. Consolidated Planning is accomplished in accordance with 24 CFR Part 91, Consolidated Submission for Community Planning and Development Programs; Final Rule. The Consolidated Plan, the Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER) are subject to review and discussion at neighborhood meetings and public hearings. The specific consolidated planning requirements and the planning process are outlined in the City of Lawton Citizen Participation Plan for Housing and Community Development.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The CAPER provides an assessment of the community's progress in carrying out its strategic plan and its action plan. There are no changes in the jurisdiction's program objectives in spite of the many challenges that we continue to face.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

Yes

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Brownfield's Economic Development Initiative (BEDI) Grant. Along with the Section 108 Loan Guarantee Program funds, the City also was awarded a Brownfield's Economic Development Initiative (BEDI) Grant for \$ 1,000,000. The BEDI Agreement with HUD was executed on June 12, 2008. \$ 500,000.00 of the grant is set-aside as a debt service reserve for the Section 108 Guaranteed loan (Reserved). The remaining \$ 500,000.00 was used to purchase Brownfield's properties in Lawton Urban Renewal Authority's Phase I Downtown Redevelopment Project area. Clean-up of the site was covered by an Association of South Central Oklahoma Governments' Revolving Loan Fund, which is funded by the Environmental Protection Agency (EPA). The property was sold to a developer for redevelopment of the downtown area, the progress of which was reported above in the Section 108 loan guarantee section. Demolition and clean up of the former Coke-a-Cola Distribution Plant site was completed in late August 2011.

The businesses created as a result of this project employ 400 employees annually. The final payment of the Section 108 Loan is scheduled to be August 1, 2028.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Five years ago, Great Plains Improvement Foundation (GPIF) rehabilitated seven of their rental homes with HOME funds. Our office was very involved with the monitoring and inspecting of the properties during the rehabilitations. GPIF provides our office with tenant information for each new tenant that resides in the homes funded by HOME funds. Staff reviews the eligibility of each tenant before filing. On-site inspections have resumed and we will identify compliance with housing codes and other applicable regulations based upon the schedule in 24 CFR 92.504(d). While no inspections were documented in FFY 2022, inspections will be documented from this point forward.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

Affirmative marketing consists of actions to provide information and otherwise attract eligible persons to available housing without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. During the City of Lawton's HOME Monitoring Session in January of 2023, weaknesses were identified in the City of Lawton's Affirmative Marketing Plan. City Staff is currently updating the Affirmative Marketing Plan to include HUD recommendations and requirements. This is one step to address Fair Housing problems identified in the August 2021 Analysis of Impediments to Fair Housing. In the meantime, the City continues to support Lawton Housing Authority (LHA) and often refer perspective renters and homeowners for a variety of housing related issues, including Fair Housing to the LHA. Access to affordable housing in Lawton, OK continues to be an issue.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

\$4755.09 PI was used on a homeowner whole home rehabilitation, owner was single, african american male, non-senior, 80% median income.

\$234.14 PI was used on a homeowner whole home rehabilitation, owner was single, african american female, non-senior, 30% median income.

\$1598.10 PI was used on a home reconstruction, which has not been sold and has no occupants.

**Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k)
(STATES ONLY: Including the coordination of LIHTC with the development of affordable
housing). 24 CFR 91.320(j)**

We provided the Great Plains Improvement Foundation rehabilitation assistance to rehab seven of their rental homes five years ago. These homes will remain rental housing for at least the next 10 years providing an affordable housing option. We continue to look for additional CHDO's that are willing to build or rehabilitate homes. During the COVID Pandemic, CHDO's stopped working and have not resumed following the national recovery. In August, our office had productive conversations with Lawton Housing Authority regarding the effort to find available rental properties. Staff reviews the eligibility of each tenant before filing. On-site inspections have resumed and we will identify compliance with housing codes and other applicable regulations based upon the schedule in 24 CFR 92.504(d). While no inspections were documented in FFY 2022, inspections will be documented from this point forward.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

Attachment

FFY 2022 Sec 3 Report

	U.S. Department of Housing and Urban Development Office of Community Planning and Development Integrated Disbursement and Information System Section 3 Report Fiscal Office:	DATE: 06-29-23 TIME: 12:12 PAGE: 1
REPORT FOR CPD PROGRAM: CDBG HOME		
PGM YR: 2022		
No data returned for this view. This might be because the applied filter excludes all data.		

	U.S. Department of Housing and Urban Development Office of Community Planning and Development Integrated Disbursement and Information System Section 3 Report Fiscal Office:	DATE: 06-29-23 TIME: 12:12 PAGE: 2
Section 3 Details By Program, Program Year & Activity		
No data returned for this view. This might be because the applied filter excludes all data.		

Legend

- A Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- B Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- C Direct on the job training (including apprenticeships)
- D Indirect training such as arranging for, contracting for, or paying tuition for, off-site training
- E Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- F Outreach efforts to identify and secure bids from Section 3 business concerns
- G Technical assistance to help Section 3 business concerns understand and bid on contracts
- H Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- I Provided or connected residents with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- J Held one-on-one job fairs
- K Provided or connected residents with supportive services that can provide direct services or referrals
- L Provided or connected residents with supportive services that provide one or more of the following: work readiness, health screenings, interview coaching, uniforms, and fees/transportation
- M Assisted residents with finding child care
- N Assisted residents to apply for or attend community college or a two-year educational institution
- O Assisted residents to apply for or attend vocational/technical training
- P Assisted residents to obtain financial literacy training and/or coaching
- Q Bonding assistance, guarantees, or other efforts to support viable bids from Section 3 business concerns
- R Provided or connected residents with training on computer use or online technologies



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Section 3 Report
Field Office:

DATE: 03-26-21
TIME: 12:17
PAGE: 3

- S Facilitating the use of a business registry designed to create opportunities for disadvantaged and small businesses.
- T Outreach, engagement, or referral with the state one-stop system, as designed in Section 171(e)(2) of the Workforce Innovation and Opportunity Act
- U Other

2022 CAPER Public Notice

PUBLIC NOTICE

Public Hearing

Consolidated Annual Performance Review of HUD Programs

TO ALL INTERESTED PERSONS, AGENCIES AND GROUPS:

The City of Lawton hereby announces that the City of Lawton Consolidated Annual Performance and Evaluation Report (CAPER) for the FFY 2022 consolidated plan year will be on file for citizen review and comment from September 5, 2023, through September 25, 2023. The report evaluates performance of Community Development Block Grant (CDBG), the Section 108 loan guarantee, and HOME Investment Partnerships (HOME) programs' activities for the plan year, which began July 1, 2022, and ended June 30, 2023.

The draft report will be available at various locations in Lawton for citizens to review and provide comments for consideration in development of the final report. The CAPER will be available at the following locations and other locations specified in the Citizen Participation Plan for Housing and Community Development (HCD):

Lawton Public Library	110 SW 4 th Street
Housing and Community Development	1405 SW 11 th Street
Lawton City Clerk's Office	212 SW 9 th Street
H.C. King Community Center	1705 NW 20 th Street
Patterson Community Center	4 NE Arlington Avenue

Citizens have fifteen (15) days to review and provide comments. Comments should be submitted in writing to the Housing and Community Development Administrator, 1405 SW 11th Street, Lawton, OK 73501 or by email housing@lawtonok.gov.

A public hearing to discuss the Consolidated Annual Performance and Evaluation Report (CAPER) for FFY 2022 will be held before the Lawton City Council at 2:00 p.m. on September 26, 2023, at City Hall located at 212 SW 9th Street, Lawton, OK 73501.

The City of Lawton will take reasonable measures to provide copies of the reports in formats accessible to persons with disabilities upon request. However, there may be a delay in provision of the appropriate format required. For assistance, call the HCD office at 581-3347 or email housing@lawtonok.gov.

AVISO PÚBLICO

Audiencia pública

Revisión anual consolidada del rendimiento de los programas HUD

A TODAS LAS PERSONAS, AGENCIAS Y GRUPOS INTERESADOS:

Por la presente, la Ciudad de Lawton anuncia que el Informe Anual Consolidado de Desempeño y Evaluación (CAPER) de la Ciudad de Lawton para el año del plan consolidado del año fiscal 2021 estará archivado para su revisión y comentarios ciudadanos desde el 5 de septiembre de 2023 hasta el 26 de septiembre de 2023. El informe evalúa el rendimiento de Community Development Block Grant (CDBG y CDBG-CV), la garantía de préstamos de la Sección 108 y las actividades de los programas HOME Investment Partnerships (HOME) para el año del plan, que comenzó el 1 de julio de 2022 y terminó el 30 de junio de 2023.

El proyecto de informe estará disponible en varios lugares de Lawton para que los ciudadanos lo revisen y proporcionen comentarios para su consideración en el desarrollo del informe final. El CAPER estará disponible en los siguientes lugares y otros lugares especificados en el Plan de Participación Ciudadana para la Vivienda y el Desarrollo Comunitario (HCD):

Biblioteca Pública de Lawton 110 SW 4th Street

Vivienda y desarrollo comunitario 1405 SW 11th Street

Oficina del secretario de Lawton City 212 SW 9th Street

H.C. King Community Center 1705 NW 20th Street

Patterson Community Center 4 NE Arlington Avenue

Los ciudadanos tienen quince (15) días para revisar y hacer comentarios. Los comentarios deben enviarse por escrito al Administrador de Vivienda y Desarrollo Comunitario, 1405 SW 11th Street, Lawton, OK 73501.

Se llevará a cabo una audiencia pública para discutir el Informe Anual Consolidado de Desempeño y Evaluación (CAPER) para FFY 2022 ante el Ayuntamiento de Lawton a las 2:00 p.m. del 26 de septiembre de 2023, en el Ayuntamiento ubicado en 212 SW 9th Street, Lawton, OK 73501.

La ciudad de Lawton tomará medidas razonables para proporcionar copias de los informes en formatos accesibles para las personas con discapacidad que lo soliciten. Sin embargo, puede haber un retraso en la provisión del formato apropiado requerido. Para obtener ayuda, llame a la oficina de HCD al 581-3347.

FFY 2022 PR26

	Office of Community Planning and Development	DATE: 09/30/21
	U.S. Department of Housing and Urban Development	TITLE: 6820
	Integrated Disbursement and Information System	PAGE: 1
	PD05 - CDBG Financial Summary Report	
Program Year 2022		
LAW/209 - OK		

PART I: SUMMARY OF CDBG RESOURCES		
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR		917,451.89
02 ENTITLEMENT GRANT		721,546.00
03 SURPLUS URBAN RENEWAL		0.00
04 SECTION 108 GUARANTEED LOAN FUNDS		0.00
05 CURRENT YEAR PROGRAM INCOME		0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SL TYPE)		0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT		0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT		2,080.56
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE		1,641,078.45
08 TOTAL AVAILABLE (SUM, LINES 01-07)		
PART II: SUMMARY OF CDBG EXPENDITURES		
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION		787,405.68
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT		0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)		787,405.68
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION		77,287.83
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS		134,035.69
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES		0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)		996,729.20
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)		642,349.25
PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD		
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS		0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING		0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES		502,127.69
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT		94,263.70
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)		596,331.39
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)		75.73%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS		
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:	0.00
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION		0.00
25 CUMULATIVE EXPENDITURES BENEFITTING LOW/MOD PERSONS		0.00%
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)		
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS		
27 DISBURSED IN IDIS FOR PUBLIC SERVICES		62,106.39

28	PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29	PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30	ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31	TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	82,106.39
32	ENTITLEMENT GRANT	721,546.00
33	PRIOR YEAR PROGRAM INCOME	12,979.80
34	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35	TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	734,525.80
36	PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	11.16%
PART V: PLANNING AND ADMINISTRATION (PA) CAP		
37	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	77,287.83
38	PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39	PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40	ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41	TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	77,287.83
42	ENTITLEMENT GRANT	721,546.00
43	CURRENT YEAR PROGRAM INCOME	0.00
44	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45	TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	721,546.00
46	PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	10.71%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

FY	AMTD	AMTD	VOUCHER	Activity Name	FUNDING	PROGRAM	Drawn Amount
2021	10	2434	667803	Liberty Lake Pump Project	03F	LMJF	\$7,187.80
2021	10	2434	6687803	Liberty Lake Pump Project	03F	LMJF	\$867.88
					03F	Matrix Code	\$8,055.68
2021	7	2411	6650622	PSO-Center for Creative Living	03Z	LMC	\$823.91

2022	8	2446	6710464	PSO-Center for Creative Living	03Z	LMC	\$5,636.70
2022	8	2446	6723843	PSO-Center for Creative Living	03Z	LMC	\$1,127.34
2022	8	2446	6732284	PSO-Center for Creative Living	03Z	LMC	\$1,127.34
2022	8	2446	6742262	PSO-Center for Creative Living	03Z	LMC	\$1,127.34
2022	8	2446	6770744	PSO-Center for Creative Living	03Z	LMC	\$1,127.34
2022	8	2446	6786660	PSO-Center for Creative Living	03Z	LMC	\$1,127.34
							03Z Matrix Code \$12,097.31
2022	8	2445	6713157	PSO-Teen Court	05D	LMC	\$13,528.75
							05D Matrix Code \$13,528.75
2021	7	2406	6660622	PSO-New Direction, Marie Doty	05G	LMC	\$2,572.29
2022	8	2444	6777974	PSO-New Directions, Marie Doty	05G	LMC	\$12,453.97
2022	8	2444	6780977	PSO-New Directions, Marie Doty	05G	LMC	\$234.65
							05G Matrix Code \$15,260.91
2021	8	2449	6742262	PSO-Christian Family Counseling	05O	LMC	\$7,320.00
2021	8	2449	6753739	PSO-Christian Family Counseling	05O	LMC	\$1,320.00
2022	8	2449	6767975	PSO-Christian Family Counseling	05O	LMC	\$1,860.00
2022	8	2449	6777974	PSO-Christian Family Counseling	05O	LMC	\$1,980.00
							05O Matrix Code \$12,480.00
2021	7	2402	6666239	PSO-Lawton Support Services	05Z	LMC	\$3,476.56
2021	7	2405	6660622	PSO-C. Carole Crane	05Z	LMC	\$13,326.52
2022	8	2447	6780977	PSO-Lawton Support Services	05Z	LMC	\$18,504.90
2022	8	2448	6748159	PSO-Family Promise	05Z	LMC	\$13,528.75
							05Z Matrix Code \$40,836.73
2020	3	2381	6671191	EHIP-2415 SW C Avenue	14A	LMH	\$1,700.00
2021	2	2426	6673994	EHIP-1312 NW Smith Avenue	14A	LMH	\$9,274.73
2021	2	2427	6716261	EHIP-1732 SW 14 Place	14A	LMH	\$10,904.76
2021	2	2428	6671191	EHIP-4 SW H Street	14A	LMH	\$2,010.38
2021	2	2430	6671191	EHIP-1317 NW Bessie Avenue	14A	LMH	\$13,867.50
2021	2	2431	6677324	EHIP-2706 SW 23rd Place	14A	LMH	\$7,650.00
2021	2	2432	6704181	EHIP-1415 NW Lincoln	14A	LMH	\$8,397.00
2021	2	2433	6678429	EHIP-908 SW 37th Street	14A	LMH	\$1,255.12
2021	2	2433	6683848	EHIP-908 SW 37th Street	14A	LMH	\$3,584.41
2021	2	2433	6707882	EHIP-908 SW 37th Street	14A	LMH	\$330.00
2021	2	2437	6689384	EHIP-1215 SW Jefferson	14A	LMH	\$5,814.06
2021	3	2429	6660622	ER-611 SW Washington Avenue	14A	LMH	\$5,800.00
2021	3	2435	6680793	ER-927 SW 37th Street	14A	LMH	\$5,500.00
2021	3	2436	6680793	ER-1207 SW 24th Street	14A	LMH	\$1,811.16
2021	3	2436	6689785	ER-1207 SW 24th Street	14A	LMH	\$499.50
2022	3	2441	6704181	EHIP-611 Washington	14A	LMH	\$7,563.87
2022	3	2450	6701953	EHIP-927 SW 37th Street	14A	LMH	\$5,348.67
2022	3	2450	6704181	EHIP-927 SW 37th Street	14A	LMH	\$480.00
2022	3	2458	6754385	EHIP-2619 SW J Avenue	14A	LMH	\$8,431.19
2022	3	2464	6762857	EHIP-1808 NW Osmon Avenue	14A	LMH	\$17,000.00
2022	3	2465	6737276	EHIP-2101 NW Denver Avenue	14A	LMH	\$16,140.00

2022	3	2473	6748159	EHJP 1110 SW 45th Street	14A	LHH	\$16,950.75
2022	3	2476	6756446	EHJP 1603 SW Taft Avenue	14A	LHH	\$16,954.43
2022	3	2478	6775836	EHJP-2819 SW H Avenue	14A	LHH	\$12,500.00
2022	3	2481	6767975	EHJP-1738 SW 14th Place	14A	LHH	\$10,095.00
2022	3	2482	6770744	EHJP-6047 SW Atterbury	14A	LHH	\$16,400.00
2022	3	2483	6770744	EHJP 4807 NW Pollard Avenue	14A	LHH	\$8,439.46
2022	3	2483	6783344	EHJP 4807 NW Pollard Avenue	14A	LHH	\$1,661.11
2022	3	2485	6770744	EHJP-908 SW Monroe Avenue	14A	LHH	\$7,628.98
2022	3	2486	6767975	EHJP-4901 NW Lindy Avenue	14A	LHH	\$10,275.08
2022	4	2439	6683848	ER-719 SW 45th Street	14A	LHH	\$1,485.00
2022	4	2456	6699219	ER 1311 SW Pennsylvania Avenue	14A	LHH	\$7,000.00
2022	4	2457	6696498	ER-1917 NW Lindy Avenue	14A	LHH	\$6,300.00
2022	4	2467	6710464	ER-1209 SW 1 Avenue	14A	LHH	\$2,000.00
2022	4	2468	6723843	ER-1738 SW 14th Place	14A	LHH	\$2,900.00
2022	4	2471	6723843	ER-2619 SW 1 Avenue	14A	LHH	\$5,685.00
2022	4	2472	6734858	ER 1730 SW 14th	14A	LHH	\$2,900.00
2022	4	2472	6770744	ER-1730 SW 14th	14A	LHH	\$4,100.00
2022	4	2474	6723843	ER-1738 SW 14th Place	14A	LHH	\$1,115.52
2022	4	2475	6732284	ER 1801 NW Belknap Ave	14A	LHH	\$3,685.00
2022	4	2477	6737236	ER-1732 14th Place	14A	LHH	\$1,680.50
2022	4	2480	6745365	ER-6047 SW Atterbury	14A	LHH	\$1,272.47
2022	4	2488	6770744	ER-1423 NW Hoover Avenue	14A	LHH	\$6,170.00
2022	4	2490	6770744	ER-4534 SW Cherokee Avenue	14A	LHH	\$8,875.00
2022	4	2493	6780977	ER-1112 NW Bell Avenue	14A	LHH	\$1,500.00
							Matrix Code
2017	15	2214	6785871	CDRG Housing Rehabilitation (HAD Delivery Costs) Project	14H	LHC	\$3,135.01
2019	15	2328	6655895	HAD Delivery Costs	14H	LHH	\$4,076.65
2019	15	2328	6659041	HAD Delivery Costs	14H	LHH	\$4,101.46
2019	15	2328	6665544	HAD Delivery Costs	14H	LHH	\$3,863.05
2019	15	2328	6666429	HAD Delivery Costs	14H	LHH	\$65.30
2019	15	2328	6670165	HAD Delivery Costs	14H	LHH	\$1,136.61
2019	15	2328	6670165	HAD Delivery Costs	14H	LHH	\$61.50
2020	15	2362	6657550	HAD Delivery Costs	14H	LHH	\$274.28
2020	15	2362	6660622	HAD Delivery Costs	14H	LHH	\$22.50
2020	15	2362	6666239	HAD Delivery Costs	14H	LHH	\$27.96
2020	15	2362	6666743	HAD Delivery Costs	14H	LHH	\$953.34
2020	15	2362	6670165	HAD Delivery Costs	14H	LHH	\$57.50
2020	15	2362	6671191	HAD Delivery Costs	14H	LHH	\$121.00
2020	15	2362	6677324	HAD Delivery Costs	14H	LHH	\$52.05
2020	15	2362	6678116	HAD Delivery Costs	14H	LHH	\$43.00
2020	15	2362	6680793	HAD Delivery Costs	14H	LHH	\$79.74
2020	15	2362	6694100	HAD Delivery Costs	14H	LHH	\$82.00
2020	15	2362	6699219	HAD Delivery Costs	14H	LHH	\$27.24
2020	15	2362	6701953	HAD Delivery Costs	14H	LHH	\$27.24
2020	15	2362	6710464	HAD Delivery Costs	14H	LHH	\$27.24

2020	15	2362	6721677	HAD Delivery Costs	14H	LMH	\$57.00
2020	15	2362	6726603	HAD Delivery Costs	14H	LMH	\$714.21
2022	14	2454	6707384	HAD Delivery Costs	14H	LMH	\$28,643.44
2022	14	2454	6709952	HAD Delivery Costs	14H	LMH	\$4,170.69
2022	14	2454	6711146	HAD Delivery Costs	14H	LMH	\$390.05
2022	14	2454	6711162	HAD Delivery Costs	14H	LMH	\$1.87
2022	14	2454	6713157	HAD Delivery Costs	14H	LMH	\$86.64
2022	14	2454	6715289	HAD Delivery Costs	14H	LMH	\$4,089.75
2022	14	2454	6719707	HAD Delivery Costs	14H	LMH	\$3,558.61
2022	14	2454	6721677	HAD Delivery Costs	14H	LMH	\$790.00
2022	14	2454	6723643	HAD Delivery Costs	14H	LMH	\$113.31
2022	14	2454	6723843	HAD Delivery Costs	14H	LMH	\$113.97
2022	14	2454	6724411	HAD Delivery Costs	14H	LMH	\$4,107.22
2022	14	2454	6726603	HAD Delivery Costs	14H	LMH	\$66.29
2022	14	2454	6728150	HAD Delivery Costs	14H	LMH	\$4,308.12
2022	14	2454	6732284	HAD Delivery Costs	14H	LMH	\$290.00
2022	14	2454	6734858	HAD Delivery Costs	14H	LMH	\$14.90
2022	14	2454	6735309	HAD Delivery Costs	14H	LMH	\$27.00
2022	14	2454	6739535	HAD Delivery Costs	14H	LMH	\$39.49
2022	14	2454	6742733	HAD Delivery Costs	14H	LMH	\$8,179.92
2022	14	2454	6743735	HAD Delivery Costs	14H	LMH	\$4,095.70
2022	14	2454	6750428	HAD Delivery Costs	14H	LMH	\$4,095.49
2022	14	2454	6763873	HAD Delivery Costs	14H	LMH	\$8,280.19
2022	14	2454	6763877	HAD Delivery Costs	14H	LMH	\$32.50
2022	14	2454	6776826	HAD Delivery Costs	14H	LMH	\$45.00
2022	14	2454	6780414	HAD Delivery Costs	14H	LMH	\$7.50
2022	14	2454	6780862	HAD Delivery Costs	14H	LMH	\$12,428.67
2022	14	2454	6785871	HAD Delivery Costs	14H	LMH	\$1,009.68
Total							\$502,127.69

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27									
PLAN	ALLO	ALLO	VOUCHER	ACTIVITY TO	Activity Name	Grant Number	FUND	PERCENT	Drawn Amount
2022	8	2445	6713157	No	PSO Teen Court	B22MC400001	EN	050	LMC
								050	Matrix Code
									\$13,528.75
2021	7	2406	6660622	No	PSO-New Direction, Marie Dettly	B22MC400001	EN	05G	LMC
2022	8	2444	6777974	No	PSO-New Directions, Marie Dettly	B22MC400001	EN	05G	LMC
2022	8	2444	6780977	No	PSO-New Directions, Marie Dettly	B22MC400001	EN	05G	LMC
								05G	Matrix Code
									\$19,280.91
2022	8	2449	6742267	No	PSO-Christian Family Counseling	B22MC400001	EN	050	LMC
2022	8	2449	6753739	No	PSO-Christian Family Counseling	B22MC400001	EN	050	LMC
2022	8	2449	6767975	No	PSO-Christian Family Counseling	B22MC400001	EN	050	LMC
2022	8	2449	6777974	No	PSO-Christian Family Counseling	B22MC400001	EN	050	LMC

2021	7	2402	6666239	No	PSO Lawton Support Services	B20MC400001	FN	05Z	LMC	Matrix Code	\$12,480.00
2021	7	2405	6660622	No	PSO-C. Carter Crane	B18MG400001	EN	05Z	LMC		\$3,476.56
2021	7	2405	6660622	No	PSO-C. Carter Crane	B21MC400001	EN	05Z	LMC		\$9,368.55
2022	8	2447	6780877	No	PSO-Lawton Support Services	B22MC400001	EN	05Z	LMC		\$3,957.97
2022	8	2448	6748199	No	PSO Family Promise	B22MC400001	EN	05Z	LMC		\$10,504.96
										Matrix Code	\$13,528.75
											\$40,836.73
No Activity to prevent, prepare for, and respond to Coronavirus											\$82,106.39
Total											\$82,106.39

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan	FY13	FY14	Voucher	Activity Name	FISCAL	FISCAL	Drawn Amount
					Code	Code	
2021	11	2399	6655895	CDRG Administration	21A		\$2,508.12
2021	11	2399	6657550	CDRG Administration	21A		\$57.72
2021	11	2399	6659041	CDRG Administration	21A		\$2,623.90
2021	11	2399	6660622	CDRG Administration	21A		\$59.86
2021	11	2399	6663427	CDRG Administration	21A		\$187.30
2021	11	2399	6665544	CDRG Administration	21A		\$7,415.54
2021	11	2399	6666239	CDRG Administration	21A		\$189.00
2021	11	2399	6666429	CDRG Administration	21A		\$61.38
2021	11	2399	6667737	CDRG Administration	21A		\$192.68
2021	11	2399	6670165	CDRG Administration	21A		\$2,401.21
2021	11	2399	6673994	CDRG Administration	21A		\$17.00
2021	11	2399	6675586	CDRG Administration	21A		\$2,401.21
2021	11	2399	6678116	CDRG Administration	21A		\$65.04
2021	11	2399	6678429	CDRG Administration	21A		\$649.74
2021	11	2399	6680237	CDRG Administration	21A		\$2,401.21
2021	11	2399	6680793	CDRG Administration	21A		\$200.84
2021	11	2399	6687803	CDRG Administration	21A		\$36.00
2021	11	2399	6689384	CDRG Administration	21A		\$48.61
2021	11	2399	6691583	CDRG Administration	21A		\$67.00
2021	11	2399	6696498	CDRG Administration	21A		\$99.50
2021	11	2399	6699879	CDRG Administration	21A		\$97.85
2021	11	2399	6705482	CDRG Administration	21A		\$35.00
2021	11	2399	6707384	CDRG Administration	21A		\$12,006.05
2021	11	2399	6707882	CDRG Administration	21A		\$282.00
2021	11	2399	6709952	CDRG Administration	21A		\$2,428.12
2021	11	2399	6710464	CDRG Administration	21A		\$190.83
2021	11	2399	6711146	CDRG Administration	21A		\$195.03
2021	11	2399	6711162	CDRG Administration	21A		\$0.93
2021	11	2399	6713157	CDRG Administration	21A		\$54.88
2021	11	2399	6715289	CDRG Administration	21A		\$2,401.21
2021	11	2399	6716261	CDRG Administration	21A		\$39.50

2021	11	2399	6719207	CD&G Administration	21A	\$2 415.54
2021	11	2399	6719798	CD&G Administration	21A	\$96.50
2021	11	2399	6723643	CD&G Administration	21A	\$45.52
2021	11	2399	6724411	CD&G Administration	21A	\$2 368.21
2021	11	2399	6728150	CD&G Administration	21A	\$3 352.81
2021	11	2399	6732284	CD&G Administration	21A	\$45.52
2021	11	2399	6734856	CD&G Administration	21A	\$39.50
2021	11	2399	6742733	CD&G Administration	21A	\$5 047.20
2021	11	2399	6743735	CD&G Administration	21A	\$2 523.86
2021	11	2399	6745365	CD&G Administration	21A	\$112.78
2021	11	2399	6750428	CD&G Administration	21A	\$7 453.60
2021	11	2399	6753739	CD&G Administration	21A	\$16.24
2021	11	2399	6763873	CD&G Administration	21A	\$5 047.20
2021	11	2399	6775457	CD&G Administration	21A	\$1 199.00
2021	11	2399	6777974	CD&G Administration	21A	\$80.00
2021	11	2399	6780862	CD&G Administration	21A	\$140.07
2022	12	2451	6743735	CD&G Admin-Finance Position	21A	\$8 000.00
2022	13	2452	6713157	CD&G Administration	21A	\$150.38
2022	13	2452	6719798	CD&G Administration	21A	\$261.38
2022	13	2452	6721677	CD&G Administration	21A	\$148.38
2022	13	2452	6723643	CD&G Administration	21A	\$56.80
2022	13	2452	6726603	CD&G Administration	21A	\$200.00
2022	13	2452	6729148	CD&G Administration	21A	\$411.00
2022	13	2452	6732284	CD&G Administration	21A	\$203.00
2022	13	2452	6734856	CD&G Administration	21A	\$30.00
2022	13	2452	6739535	CD&G Administration	21A	\$243.04
2022	13	2452	6742262	CD&G Administration	21A	\$187.24
2022	13	2452	6745365	CD&G Administration	21A	\$38.90
2022	13	2452	6750760	CD&G Administration	21A	\$263.44
2022	13	2452	6753739	CD&G Administration	21A	\$179.14
2022	13	2452	6756446	CD&G Administration	21A	\$123.00
2022	13	2452	6762857	CD&G Administration	21A	\$39.50
2022	13	2452	6763026	CD&G Administration	21A	\$74.00
2022	13	2452	6767975	CD&G Administration	21A	\$187.00
2022	13	2452	6773703	CD&G Administration	21A	\$79.00
2022	13	2452	6775457	CD&G Administration	21A	\$391.04
2022	13	2452	6777974	CD&G Administration	21A	\$174.18
2022	13	2452	6780862	CD&G Administration	21A	\$3 711.13
2022	13	2452	6785871	CD&G Administration	21A	\$2 511.25
Total					21A Matrix Code	\$77,287.83

Item Title:

Hold a public hearing and adopt a resolution declaring the properties located at 206 NW Ferris Ave main structure and accessory structure pole sign, 925 SW 2nd Street main structure and all secondary structures, 1501 SW Lee Blvd main structure and all secondary structures, 1516 SW Lee Blvd main structure, 2334 W Gore Blvd main structure and accessory structure pole sign, to be dilapidated pursuant to Section 6-5-1 Lawton City Code, ordering the owner to abate the nuisance, authorizing summary abatement, and authorizing the City Attorney to commence legal action in District Court to abate the nuisance.

Initiator: Josh White, Neighborhood Services - Deputy Supervisor, Jonathan Jernigan, Neighborhood Services - Supervisor

Information Source: Jonathan Jernigan, Neighborhood Services - Supervisor, Larry Parks, Director

Background:

This is in accordance with the True North Culture Statement for a Safe Community. We will be relentless in our efforts to provide a safe environment for our citizens to thrive. The structures located at Ward 3: 2334 W Gore Blvd main structure and secondary pole structure; Ward 5: 206 NW Ferris Ave, main structure and secondary structure pole sign: 925 SW 2nd Street, main structure and all secondary structures; 1501 SW Lee Blvd, main structure and all secondary structures; Ward 7: 1516 SW Lee Blvd, main structure; have been inspected and found to meet the criteria to be declared dilapidated pursuant to Lawton City Code, Division 6-5-1. Said structures are in an obvious state of neglect and disrepair such that they are detrimental to the health, safety and welfare of the public and a blighting influence on the Lawton community. The attached resolutions provide that the structures on the above listed properties are declared to be dilapidated and direct that they be remodeled or demolished by the property owner in compliance with the City's building code requirements. The property owners and any mortgage holders have been notified of this public hearing by mail, with a receipt of mailing obtained from the post office. A Notice of Hearing was also posted on each property. Summary documents, including supporting photographs, reports from the Fire Marshal and City Inspectors, and case histories are on file within the Neighborhood Services Division.

Correlation to the True North Statement:

This is in accordance with the True North Culture Statement for a Safe Community.

Exhibit:

Resolutions
Exhibit A's
Photo's of structures

Key Issues:

Absolve the public of a continued threat to public safety

Funding Source:

Clean and Safe Neighborhoods Abatement and Demolition Funds

Recommended Action:

Adopt Resolutions declaring the structure and noted secondary structures to be dilapidated pursuant to Section 6-5-1 Lawton City Code, ordering the owner to abate the nuisance, authorizing summary abatement, and authorizing the City Attorney to commence legal action in District Court to abate the nuisance.

ATTACHMENTS:

1. Exhibit A
2. 11.11.25
3. Resolutions



EXHIBIT A
SAFE AND CLEAN NEIGHBORHOOD SERVICES DIVISION
1405 SW 11th St.
Lawton, Oklahoma 73501
(580) 581-3467 FAX (580) 581-3510
PROPERTY MAINTENANCE EVALUATION WORKSHEET

The following property is in violation of Lawton City Code 6-5-1; Existing Structures Code, as described in this attachment:

Inspection Date: October 29, 2025

Address: 206 NW Ferris Ave.

Type of Occupancy: No Water Account Found

Vacant structures and premises are not maintained in a clean, safe, secure and sanitary condition, creating blight problem or adversely affecting the public health and safety. (IPMC 301.3)

Insect and rodent harborage and/or infestation (IPMC 302.5 & 308.1)

Exterior surface lacks protective treatment from the elements, decay and rust; peeling, flaking and chipped paint; missing, cracked or broken siding. (IPMC 304.2)

Exterior walls have holes, breaks, or other loose or rotting materials (IPMC 304.6)

Roof, roof drains, gutters, and downspouts in disrepair, inadequate to prevent dampness or deterioration in walls and interior portion of the structure; roof water discharging in a manner that creates a public nuisance. (IPMC 304.7)

Decorative features (cornices, trim, wall facings, etc.) in disrepair, improperly anchored, unsafe. (IPMC 304.8)

Every exterior stairway, deck, porch and balcony and all appurtenances attached thereto, shall be maintained structurally sound. (IPMC 304.10)

Doors, door assemblies and hardware in poor condition, unlocked, poor condition (IPMC 304.15)

Interior surfaces poorly maintained unclean, unsanitary, decayed wood, peeling paint, cracked or loose plaster. (IPMC 305.3)

Exterior property and premises, and the interior of every structure not free of any accumulation of rubbish and garbage. (IPMC 307.1)

NOTES: VACANT STRUCTURE. THIS STRUCTURE IS NOT HABITABLE AND THERE ISN'T AN ACTIVE WATER ACCOUNT.

Inspected By: Joshua White

This inspection sheet is not intended to be all-inclusive, and additional items may be identified and corrected to bring the property in compliance with the Lawton City Code.



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1405 SW 11th St.
Lawton, Oklahoma 73501
(580) 581-3467 FAX (580) 581-3510
PROPERTY MAINTENANCE EVALUATION WORKSHEET

The following property is in violation of Lawton City Code 6-5-1; Existing Structures Code, as described in this attachment:

Inspection Date: October 29, 2025

Address: 925 SW 2nd St.

Type of Occupancy: No Water Account Found

Vacant structures and premises are not maintained in a clean, safe, secure and sanitary condition, creating blight problem or adversely affecting the public health and safety. (IPMC 301.3)

Insect and rodent harborage and/or infestation (IPMC 302.5 & 308.1)

Exterior surface lacks protective treatment from the elements, decay and rust; peeling, flaking and chipped paint; missing, cracked or broken siding. (IPMC 304.2)

Exterior walls have holes, breaks, or other loose or rotting materials (IPMC 304.6)

Roof, roof drains, gutters, and downspouts in disrepair, inadequate to prevent dampness or deterioration in walls and interior portion of the structure; roof water discharging in a manner that creates a public nuisance. (IPMC 304.7)

Decorative features (cornices, trim, wall facings, etc.) in disrepair, improperly anchored, unsafe. (IPMC 304.8)

Every exterior stairway, deck, porch and balcony and all appurtenances attached thereto, shall be maintained structurally sound. (IPMC 304.10)

Doors, door assemblies and hardware in poor condition, unlocked, poor condition (IPMC 304.15)

Interior surfaces poorly maintained unclean, unsanitary, decayed wood, peeling paint, cracked or loose plaster. (IPMC 305.3)

Exterior property and premises, and the interior of every structure not free of any accumulation of rubbish and garbage. (IPMC 307.1)

NOTES: VACANT STRUCTURE. THIS STRUCTURE IS NOT HABITABLE AND THERE ISN'T AN ACTIVE WATER ACCOUNT.

Inspected By: Joshua White

This inspection sheet is not intended to be all-inclusive, and additional items may be identified and corrected to bring the property in compliance with the Lawton City Code.



EXHIBIT A
SAFE AND CLEAN NEIGHBORHOOD SERVICES DIVISION
1405 SW 11th St.
Lawton, Oklahoma 73501
(580) 581-3467 FAX (580) 581-3510
PROPERTY MAINTENANCE EVALUATION WORKSHEET

The following property is in violation of Lawton City Code 6-5-1; Existing Structures Code, as described in this attachment:

Inspection Date: October 29, 2025

Address: 1501 SW Lee Blvd.

Fire Date 8/25/25 and 09/30/25

Type of Occupancy: Inactive Water Account Since 01/20/2024

Vacant structures and premises are not maintained in a clean, safe, secure and sanitary condition, creating blight problem or adversely affecting the public health and safety. (IPMC 301.3)

Insect and rodent harborage and/or infestation (IPMC 302.5 & 308.1)

Exterior surface lacks protective treatment from the elements, decay and rust; peeling, flaking and chipped paint; missing, cracked or broken siding. (IPMC 304.2)

Exterior walls have holes, breaks, or other loose or rotting materials (IPMC 304.6)

Roof, roof drains, gutters, and downspouts in disrepair, inadequate to prevent dampness or deterioration in walls and interior portion of the structure; roof water discharging in a manner that creates a public nuisance. (IPMC 304.7)

Decorative features (cornices, trim, wall facings, etc.) in disrepair, improperly anchored, unsafe. (IPMC 304.8)

Every exterior stairway, deck, porch and balcony and all appurtenances attached thereto, shall be maintained structurally sound. (IPMC 304.10)

Doors, door assemblies and hardware in poor condition, unlocked, poor condition (IPMC 304.15)

Interior surfaces poorly maintained unclean, unsanitary, decayed wood, peeling paint, cracked or loose plaster. (IPMC 305.3)

Exterior property and premises, and the interior of every structure not free of any accumulation of rubbish and garbage. (IPMC 307.1)

NOTES: VACANT STRUCTURE. THIS STRUCTURE IS NOT HABITABLE AND THERE ISN'T AN ACTIVE WATER ACCOUNT.

Inspected By: Joshua White

This inspection sheet is not intended to be all-inclusive, and additional items may be identified and corrected to bring the property in compliance with the Lawton City Code.



EXHIBIT A
SAFE AND CLEAN NEIGHBORHOOD SERVICES DIVISION
1405 SW 11th St.
Lawton, Oklahoma 73501
(580) 581-3467 FAX (580) 581-3510
PROPERTY MAINTENANCE EVALUATION WORKSHEET

The following property is in violation of Lawton City Code 6-5-1; Existing Structures Code, as described in this attachment:

Inspection Date: October 29, 2025

Address: 1516 SW Lee Blvd.

Type of Occupancy: Inactive Water Account Since 12/12/2012

Vacant structures and premises are not maintained in a clean, safe, secure and sanitary condition, creating blight problem or adversely affecting the public health and safety. (IPMC 301.3)

Insect and rodent harborage and/or infestation (IPMC 302.5 & 308.1)

Exterior surface lacks protective treatment from the elements, decay and rust; peeling, flaking and chipped paint; missing, cracked or broken siding. (IPMC 304.2)

Exterior walls have holes, breaks, or other loose or rotting materials (IPMC 304.6)

Roof, roof drains, gutters, and downspouts in disrepair, inadequate to prevent dampness or deterioration in walls and interior portion of the structure; roof water discharging in a manner that creates a public nuisance. (IPMC 304.7)

Decorative features (cornices, trim, wall facings, etc.) in disrepair, improperly anchored, unsafe. (IPMC 304.8)

Every exterior stairway, deck, porch and balcony and all appurtenances attached thereto, shall be maintained structurally sound. (IPMC 304.10)

Doors, door assemblies and hardware in poor condition, unlocked, poor condition (IPMC 304.15)

Interior surfaces poorly maintained unclean, unsanitary, decayed wood, peeling paint, cracked or loose plaster. (IPMC 305.3)

Exterior property and premises, and the interior of every structure not free of any accumulation of rubbish and garbage. (IPMC 307.1)

NOTES: VACANT STRUCTURE. THIS STRUCTURE IS NOT HABITABLE AND THERE ISN'T AN ACTIVE WATER ACCOUNT.

Inspected By: Joshua White

This inspection sheet is not intended to be all-inclusive, and additional items may be identified and corrected to bring the property in compliance with the Lawton City Code.



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Lawton, Oklahoma 73501
(580) 581-3467 FAX (580) 581-3510
PROPERTY MAINTENANCE EVALUATION WORKSHEET

The following property is in violation of Lawton City Code 6-5-1; Existing Structures Code, as described in this attachment:

Inspection Date: October 29, 2025

Address: 2334 W Gore Blvd.

Type of Occupancy: Inactive Water Account Since 05/20/2022

Vacant structures and premises are not maintained in a clean, safe, secure and sanitary condition, creating blight problem or adversely affecting the public health and safety. (IPMC 301.3)

Insect and rodent harborage and/or infestation (IPMC 302.5 & 308.1)

Exterior surface lacks protective treatment from the elements, decay and rust; peeling, flaking and chipped paint; missing, cracked or broken siding. (IPMC 304.2)

Exterior walls have holes, breaks, or other loose or rotting materials (IPMC 304.6)

Roof, roof drains, gutters, and downspouts in disrepair, inadequate to prevent dampness or deterioration in walls and interior portion of the structure; roof water discharging in a manner that creates a public nuisance. (IPMC 304.7)

Decorative features (cornices, trim, wall facings, etc.) in disrepair, improperly anchored, unsafe. (IPMC 304.8)

Every exterior stairway, deck, porch and balcony and all appurtenances attached thereto, shall be maintained structurally sound. (IPMC 304.10)

Doors, door assemblies and hardware in poor condition, unlocked, poor condition (IPMC 304.15)

Interior surfaces poorly maintained unclean, unsanitary, decayed wood, peeling paint, cracked or loose plaster. (IPMC 305.3)

Exterior property and premises, and the interior of every structure not free of any accumulation of rubbish and garbage. (IPMC 307.1)

NOTES: VACANT STRUCTURE. THIS STRUCTURE IS NOT HABITABLE AND THERE ISN'T AN ACTIVE WATER ACCOUNT.

Inspected By: Joshua White

This inspection sheet is not intended to be all-inclusive, and additional items may be identified and corrected to bring the property in compliance with the Lawton City Code.



Dilapidated and Dangerous Structures November 11, 2025

206 NW Ferris Ave Ward 5



10/29/2025 09:34

206 NW Ferris Ave Ward 5



206 NW Ferris Ave Ward 5



206 NW Ferris Ave Ward 5



206 NW Ferris Ave Ward 5



206 NW Ferris Ave Ward 5



206 NW Ferris Ave Ward 5



206 NW Ferris Ave Ward 5



206 NW Ferris Ave Ward 5



206 NW Ferris Ave Ward 5



206 NW Ferris Ave Ward 5



206 NW Ferris Ave Ward 5



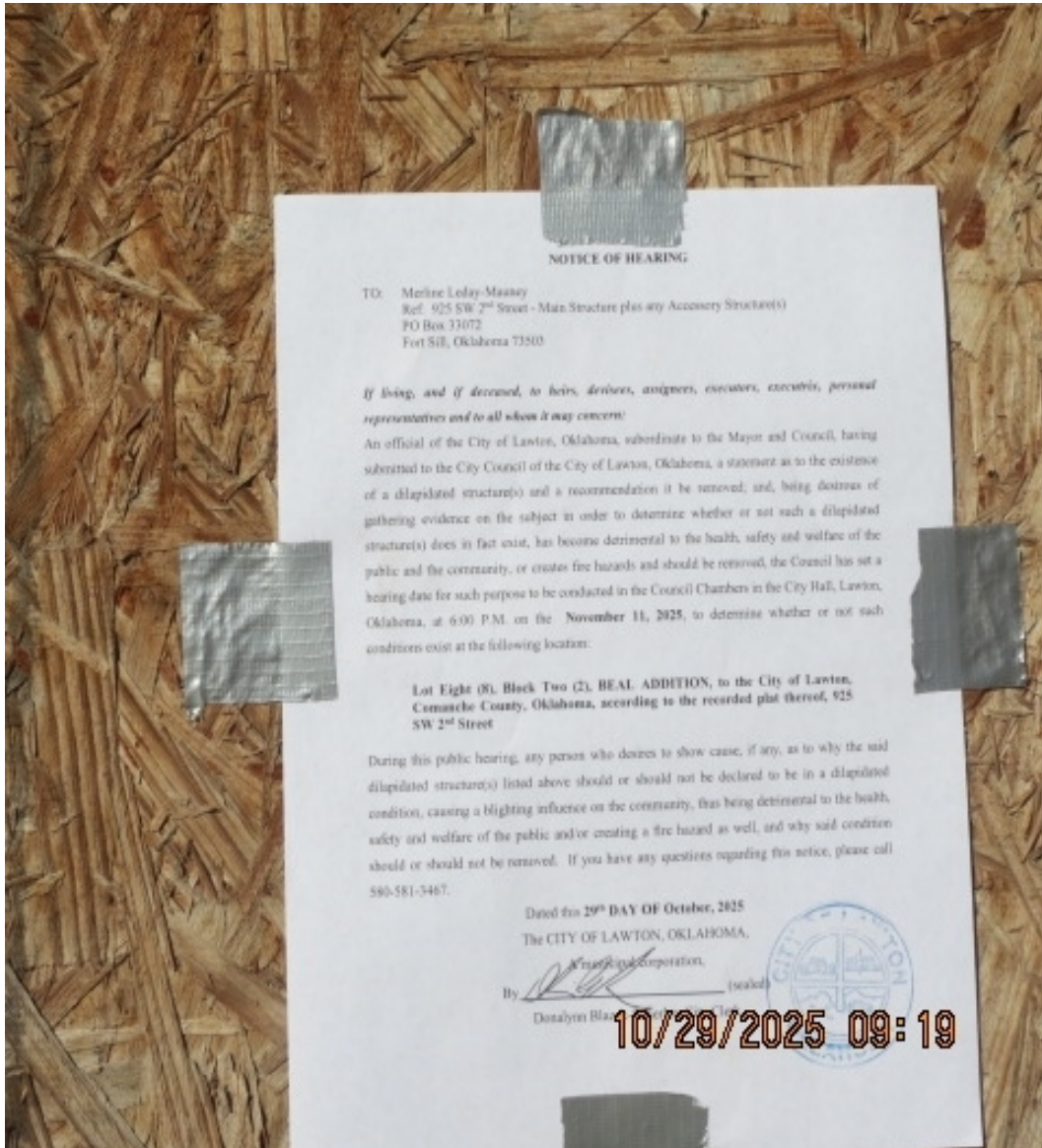
206 NW Ferris Ave Ward 5



925 SW 2nd St. Ward 5



925 SW 2nd St. Ward 5



925 SW 2nd St.
Ward 5



925 SW 2nd St.
Ward 5



925 SW 2nd St. Ward 5



925 SW 2nd St. Ward 5



925 SW 2nd St. Ward 5



925 SW 2nd St. Ward 5



925 SW 2nd St. Ward 5



925 SW 2nd St.
Ward 5



925 SW 2nd St.
Ward 5



925 SW 2nd St. Ward 5



1501 SW Lee Blvd. Ward 5



[illegible]

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1501 SW Lee Blvd. Ward 5



1501 SW Lee Blvd. Ward 5



1501 SW Lee Blvd. Ward 5



1501 SW Lee Blvd. Ward 5



1501 SW Lee Blvd. Ward 5



1501 SW Lee Blvd. Ward 5



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1501 SW Lee Blvd. Ward 5



1501 SW Lee Blvd. Ward 5



1501 SW Lee Blvd. Ward 5



1501 SW Lee Blvd. Ward 5



1501 SW Lee Blvd. Ward 5



1516 SW Lee Blvd. Ward 7



1516 SW Lee Blvd. Ward 7



1516 SW Lee Blvd. Ward 7



1516 SW Lee Blvd. Ward 7



1516 SW Lee Blvd. Ward 7



1516 SW Lee Blvd. Ward 7



1516 SW Lee Blvd. Ward 7



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1516 SW Lee Blvd. Ward 7



1516 SW Lee Blvd. Ward 7



1516 SW Lee Blvd. Ward 7



1516 SW Lee Blvd. Ward 7



1516 SW Lee Blvd. Ward 7



2334 W Gore Blvd.
Ward 3



2334 W Gore Blvd. Ward 3



NOTICE OF HEARING

TO: Henry J & Rosalinda R Harris
Rt: 2334 W Gore Blvd. - Main Structure plus any Accessory Structure(s)
1100 SE Clinton Memorial Road
Lawton, Oklahoma 73501

If living, and if deceased, to heirs, devisees, assignees, executors, etc., or personal representatives and to all whom it may concern.

An official of the City of Lawton, Oklahoma, subordinate to the Mayor and Council, having submitted to the City Council of the City of Lawton, Oklahoma, a statement as to the existence of a dilapidated structure(s) and a recommendation if be removed; and, being desirous of gathering evidence on the subject in order to determine whether or not such a dilapidated structure(s) does, in fact exist, has become detrimental to the health, safety and welfare of the public and the community, or creates fire hazards and should be removed, the Council has set a hearing date for each purpose to be conducted in the Council Chambers in the City Hall, Lawton, Oklahoma, at 6:00 P.M. on the **November 11, 2025**, to determine whether or not such conditions exist at the following location:

Lot 5 (Section 18) and Twenty (20) Block One (1) West Highland Addition to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 2334 W Gore Blvd.

During this public hearing, any person who desires to show cause, if any, as to why the said dilapidated structure(s) listed above should or should not be declared to be in a dilapidated condition, causing a blighting influence on the community, thus being detrimental to the health, safety and welfare of the public and/or creating a fire hazard as well, and why said condition should or should not be removed. If you have any questions regarding this notice, please call 580-541-1387.

Dated this 29th DAY OF October, 2025

The CITY OF LAWTON, OKLAHOMA,

By:  (initial)

Doreen Black-Scholes, City Clerk



10/29/2025 09:04

2334 W Gore Blvd. Ward 3



2334 W Gore Blvd. Ward 3



2334 W Gore Blvd. Ward 3



2334 W Gore Blvd. Ward 3



2334 W Gore Blvd.
Ward 3



2334 W Gore Blvd.
Ward 3



2334 W Gore Blvd. Ward 3



2334 W Gore Blvd. Ward 3



2334 W Gore Blvd. Ward 3



2334 W Gore Blvd. Ward 3



RESOLUTION NO. 25 - _____

A RESOLUTION DECLARING CERTAIN STRUCTURE(S) AND ACCESSORY STRUCTURE POLE SIGN TO BE DILAPIDATED, DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE CITY OF LAWTON AND ITS INHABITANTS, A BLIGHTING INFLUENCE, AND A PUBLIC NUISANCE; DIRECTING THE OWNER(S) TO OBTAIN A REMODEL OR DEMOLITION PERMIT WITHIN THIRTY (30) DAYS AND ABATE THE NUISANCE; AUTHORIZING SUMMARY ABATEMENT SHOULD THE OWNER(S) FAIL TO ABATE THE NUISANCE; AND ALTERNATIVELY AUTHORIZING THE CITY ATTORNEY TO COMMENCE LEGAL ACTION IN COMANCHE COUNTY DISTRICT COURT TO ABATE SUCH NUISANCE IF SUMMARY ABATEMENT IS NOT ECONOMICALLY PRACTICAL.

WHEREAS, the condition of the structure(s) on the property located at:

Lots Three (3), Four (4), Five (5), Six (6) and the East Three (3) feet of the South Thirty-two (32) feet of Lot Seven (7), Block Three (3), NORTH ADDITION, City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 206 NW Ferris Avenue - Main Structure and Accessory Structure Pole Sign

has become dilapidated and detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and the property therewith has therefore become a public nuisance; and

WHEREAS, as required by statutes of the State of Oklahoma and the ordinances of the City of Lawton, a City official caused more than ten (10) days' notice to be given to the following-named property owner(s), recorded mortgage holders, lienholders or other persons who may assert a claim thereto:

Title Holder: Joseph A & Cynthia L Zuspann
Ref: 206 NW Ferris Avenue
PO Box 6481
Lawton, Oklahoma 73506

Mortgage: None

Lienholders: None

Other: None

by mailing a copy of said notice by certified mail to each of the aforementioned interested parties on October 29, 2025;

by posting a copy of said notice on the property on October 29, 2025;

and by publishing a copy of said notice in the Lawton Constitution on October 29, 2025;

notifying them that on a day certain the City Council of the City of Lawton, Oklahoma, would hold a public hearing, be presented with evidence concerning the condition of the said structure(s) and accessory structure pole sign and then determine whether said structure(s) should be declared dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and a public nuisance; and

WHEREAS, such notice being given, and said public hearing being held, the Council of the City of Lawton, Oklahoma, determined and found the structure(s) and accessory structure Pole Sign located on the following-described real property:

Lots Three (3), Four (4), Five (5), Six (6) and the East Three (3) feet of the South Thirty-two (32) feet of Lot Seven (7), Block Three (3), NORTH ADDITION, City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 206 NW Ferris Avenue - Main Structure and Accessory Structure Pole Sign

to be dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence, and a public nuisance; and

WHEREAS, the Council of the City of Lawton, Oklahoma, further found that the dilapidated structure(s) and accessory structure pole sign must, at the expense of the property owner, either be repaired and brought up to the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or be torn down and removed by the property owner.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawton, State of Oklahoma, that:

SECTION 1: The Council of the City of Lawton, Oklahoma, after a public hearing held and evidence being heard, finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, determines the structure(s) and accessory structure pole sign located upon the real property hereinbefore described is/are dilapidated, detrimental to the health, safety, or welfare of the community, a blighting influence, and a public nuisance.

SECTION 2: The property owner of said dilapidated structure(s) and accessory structure pole sign shall have forty-five (45) days from the date of the adoption of this resolution, at said owner's expense, to obtain a permit either (1) to remodel and bring the dilapidated structure(s) within the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or (2) to tear down and remove such dilapidated structure(s) and accessory structure pole sign. No such work shall begin or be done by the owner or said owner's agents without a permit therefor. Any work authorized under a permit to remodel and bring the dilapidated structure(s) and accessory structure within the standards of the City's building code must be completed as outlined in Paragraph D, Section 6-1-1-108, Article One, Chapter 6, of the Lawton City Code. Should the property owner fail to remodel and bring the dilapidated structure(s) and accessory structure pole sign within the applicable code standards within the time prescribed in Section 6-1-1-108, said property owner shall then obtain a demolition permit within seven (7) days of the expiration

of the time period outlined in Section 6-1-1-108 and demolish and remove the dilapidated structure(s) and accessory structure pole sign within four (4) weeks of the issuance of the demolition permit. Further, until all such work is completed and for so long as the structure(s) and secondary structure(s) remain deemed dilapidated and the real property deemed a public nuisance, the owner or said owner's agents shall not allow the premises to be occupied.

SECTION 3: In the event the property owner either (1) fails to obtain a permit as directed in Section 2 of this Resolution or (2) fails to perform in accordance with the conditions of the permit issued, then the City's agents are authorized to enter upon the property, to abate the nuisance thereon, and to otherwise demolish, dismantle and remove the dilapidated structure(s) and accessory structure pole sign. Further, Neighborhood Services is authorized to solicit bids to raze and remove the dilapidated structure(s).

SECTION 4: In conjunction with or in lieu of any such abatement, as provided in Section 3 of this Resolution, the City Attorney is hereby authorized, should the same be deemed necessary, to abate the nuisance by the initiation, prosecution, and/or settlement of litigation in Comanche County District Court, pursuant to the provisions of Title 11 O.S. §22-112, Title 50 O.S. §17, and/or any other applicable law. In addition to the property owner, the City Attorney shall be authorized to name as a party to such litigation any individual or entity having an interest in the property, to include mortgage and lien holders. In lieu of or in conjunction with any such litigation, the City Attorney is authorized to allow a demolition permit to be issued to any individual with legally valid ownership claim to the property.

SECTION 5: All of the costs borne by the City in abating the nuisance shall be charged to the owner of the property as a personal obligation and to the real property itself as provided by law. These costs will include the following: (1) the cost of litigation to include attorney fees, (2) the cost of any notice, mailing, filing, and all administrative and professional expenses incurred, (3) the actual cost of the labor, maintenance and equipment required for the dismantling and removal of the dilapidated structure(s) and secondary structures(s), and (4) any other expenses that may be necessary in conjunction with the demolition, dismantling and removal of the structure(s) and secondary structure(s) and otherwise abating the public nuisance on the property.

SECTION 6: All persons having an interest in property are notified that, pursuant to Title 11 O.S. §22-112, any action to challenge this Resolution must be filed within thirty (30) business days.

ADOPTED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this 11th day of November 2025.

ATTEST:

Stanley Booker, Mayor

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 11th day of November 2025.

Timothy Wilson, Acting City Attorney

RESOLUTION NO. 25 - _____

A RESOLUTION DECLARING CERTAIN STRUCTURE(S) AND ALL SECONDARY STRUCTURES TO BE DILAPIDATED, DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE CITY OF LAWTON AND ITS INHABITANTS, A BLIGHTING INFLUENCE, AND A PUBLIC NUISANCE; DIRECTING THE OWNER(S) TO OBTAIN A REMODEL OR DEMOLITION PERMIT WITHIN THIRTY (30) DAYS AND ABATE THE NUISANCE; AUTHORIZING SUMMARY ABATEMENT SHOULD THE OWNER(S) FAIL TO ABATE THE NUISANCE; AND ALTERNATIVELY AUTHORIZING THE CITY ATTORNEY TO COMMENCE LEGAL ACTION IN COMANCHE COUNTY DISTRICT COURT TO ABATE SUCH NUISANCE IF SUMMARY ABATEMENT IS NOT ECONOMICALLY PRACTICAL.

WHEREAS, the condition of the structure(s) on the property located at:

Lot Eight (8), Block Two (2), BEAL ADDITION, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 925 SW 2nd Street - Main Structure plus any Accessory Structure(s)

has become dilapidated and detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and the property therewith has therefore become a public nuisance; and

WHEREAS, as required by statutes of the State of Oklahoma and the ordinances of the City of Lawton, a City official caused more than ten (10) days' notice to be given to the following-named property owner(s), recorded mortgage holders, lienholders or other persons who may assert a claim thereto:

Title Holder: Merline Leday-Mauney
Ref: 925 SW 2nd Street
PO Box 33072
Fort Sill, Oklahoma 73503

Mortgage: None

Lienholders: None

Other: None

by mailing a copy of said notice by certified mail to each of the aforementioned interested parties on October 29, 2025;

by posting a copy of said notice on the property on October 29, 2025;

and by publishing a copy of said notice in the Lawton Constitution on October 29, 2025;

notifying them that on a day certain the City Council of the City of Lawton, Oklahoma, would hold a public hearing, be presented with evidence concerning the condition of the said structure(s) and secondary structure(s) and then determine whether said structure(s) should be declared dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and a public nuisance; and

WHEREAS, such notice being given, and said public hearing being held, the Council of the City of Lawton, Oklahoma, determined and found the structure(s) and secondary structure(s) located on the following-described real property:

**Lot Eight (8), Block Two (2), BEAL ADDITION, to the City of Lawton,
Comanche County, Oklahoma, according to the recorded plat thereof, 925 SW
2nd Street**

to be dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence, and a public nuisance; and

WHEREAS, the Council of the City of Lawton, Oklahoma, further found that the dilapidated structure(s) and secondary structure(s) must, at the expense of the property owner, either be repaired and brought up to the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or be torn down and removed by the property owner.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawton, State of Oklahoma, that:

SECTION 1: The Council of the City of Lawton, Oklahoma, after a public hearing held and evidence being heard, finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, determines the structure(s) and secondary structure(s) located upon the real property hereinbefore described is/are dilapidated, detrimental to the health, safety, or welfare of the community, a blighting influence, and a public nuisance.

SECTION 2: The property owner of said dilapidated structure(s) and secondary structure(s) shall have forty-five (45) days from the date of the adoption of this resolution, at said owner's expense, to obtain a permit either (1) to remodel and bring the dilapidated structure(s) within the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or (2) to tear down and remove such dilapidated structure(s) and secondary structure(s). No such work shall begin or be done by the owner or said owner's agents without a permit therefor. Any work authorized under a permit to remodel and bring the dilapidated structure(s) and secondary

structure(s) within the standards of the City's building code must be completed as outlined in Paragraph D, Section 6-1-1-108, Article One, Chapter 6, of the Lawton City Code. Should the property owner fail to remodel and bring the dilapidated structure(s) and secondary structure(s) within the applicable code standards within the time prescribed in Section 6-1-1-108, said property owner shall then obtain a demolition permit within seven (7) days of the expiration of the time period outlined in Section 6-1-1-108 and demolish and remove the dilapidated structure(s) and secondary structure(s) within four (4) weeks of the issuance of the demolition permit. Further, until all such work is completed and for so long as the structure(s) and secondary structure(s) remain deemed dilapidated and the real property deemed a public nuisance, the owner or said owner's agents shall not allow the premises to be occupied.

SECTION 3: In the event the property owner either (1) fails to obtain a permit as directed in Section 2 of this Resolution or (2) fails to perform in accordance with the conditions of the permit issued, then the City's agents are authorized to enter upon the property, to abate the nuisance thereon, and to otherwise demolish, dismantle and remove the dilapidated structure(s) and secondary structure(s). Further, Neighborhood Services is authorized to solicit bids to raze and remove the dilapidated structure(s).

SECTION 4: In conjunction with or in lieu of any such abatement, as provided in Section 3 of this Resolution, the City Attorney is hereby authorized, should the same be deemed necessary, to abate the nuisance by the initiation, prosecution, and/or settlement of litigation in Comanche County District Court, pursuant to the provisions of Title 11 O.S. §22-112, Title 50 O.S. §17, and/or any other applicable law. In addition to the property owner, the City Attorney shall be authorized to name as a party to such litigation any individual or entity having an interest in the property, to include mortgage and lien holders. In lieu of or in conjunction with any such litigation, the City Attorney is authorized to allow a demolition permit to be issued to any individual with legally valid ownership claim to the property.

SECTION 5: All of the costs borne by the City in abating the nuisance shall be charged to the owner of the property as a personal obligation and to the real property itself as provided by law. These costs will include the following: (1) the cost of litigation to include attorney fees, (2) the cost of any notice, mailing, filing, and all administrative and professional expenses incurred, (3) the actual cost of the labor, maintenance and equipment required for the dismantling and removal of the dilapidated structure(s) and secondary structures(s), and (4) any other expenses that may be necessary in conjunction with the demolition, dismantling and removal of the structure(s) and secondary structure(s) and otherwise abating the public nuisance on the property.

SECTION 6: All persons having an interest in property are notified that, pursuant to Title 11 O.S. §22-112, any action to challenge this Resolution must be filed within thirty (30) business days.

ADOPTED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this 11th day of November, 2025.

ATTEST:

Stanley Booker, Mayor

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 11th day of November, 2025.

Timothy Wilson, Acting City Attorney

RESOLUTION NO. 25 - _____

A RESOLUTION DECLARING CERTAIN STRUCTURE(S) AND ALL SECONDARY STRUCTURES TO BE DILAPIDATED, DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE CITY OF LAWTON AND ITS INHABITANTS, A BLIGHTING INFLUENCE, AND A PUBLIC NUISANCE; DIRECTING THE OWNER(S) TO OBTAIN A REMODEL OR DEMOLITION PERMIT WITHIN THIRTY (30) DAYS AND ABATE THE NUISANCE; AUTHORIZING SUMMARY ABATEMENT SHOULD THE OWNER(S) FAIL TO ABATE THE NUISANCE; AND ALTERNATIVELY AUTHORIZING THE CITY ATTORNEY TO COMMENCE LEGAL ACTION IN COMANCHE COUNTY DISTRICT COURT TO ABATE SUCH NUISANCE IF SUMMARY ABATEMENT IS NOT ECONOMICALLY PRACTICAL.

WHEREAS, the condition of the structure(s) on the property located at:

The East 110 feet of Lot Four (4), in Block Forty-one (41), WALDMAN ADDITION to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof; and the following described tract of land, to-wit: Beginning at a point on the South line of said Lot 4, said point being North 89°57' West, 110 Feet from the Southeast Corner of said Lot 4; Thence North 0°5' West a distance of 57 feet Thence Southwesterly a distance of 67.6 feet to a point on the South Line of said Lot 4 Thence East along the South line of said Lot 4, a distance of 35.62 feet to the place of beginning. 1501 SW Lee Blvd - Main Structure plus any Accessory Structure(s)

has become dilapidated and detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and the property therewith has therefore become a public nuisance; and

WHEREAS, as required by statutes of the State of Oklahoma and the ordinances of the City of Lawton, a City official caused more than ten (10) days' notice to be given to the following-named property owner(s), recorded mortgage holders, lienholders or other persons who may assert a claim thereto:

Title Holder: Harold Crow
c/o Steven Crow
13108 Cloverleaf Lane
Oklahoma City, Oklahoma 73170

Mortgage: None

Lienholders: None

Other: None

by mailing a copy of said notice by certified mail to each of the aforementioned interested parties on October 29, 2025;

by posting a copy of said notice on the property on October 29, 2025;

and by publishing a copy of said notice in the Lawton Constitution on October 29, 2025;

notifying them that on a day certain the City Council of the City of Lawton, Oklahoma, would hold a public hearing, be presented with evidence concerning the condition of the said structure(s) and secondary structure(s) and then determine whether said structure(s) should be declared dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and a public nuisance; and

WHEREAS, such notice being given, and said public hearing being held, the Council of the City of Lawton, Oklahoma, determined and found the structure(s) and secondary structure(s) located on the following-described real property:

The East 110 feet of Lot Four (4), in Block Forty-one (41), WALDMAN ADDITION to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof; and the following described tract of land, to-wit: Beginning at a point on the South line of said Lot 4, said point being North 89°57' West, 110 Feet from the Southeast Corner of said Lot 4; Thence North 0°5' West a distance of 57 feet Thence Southwesterly a distance of 67.6 feet to a point on the South Line of said Lot 4 Thence East along the South line of said Lot 4, a distance of 35.62 feet to the place of beginning. 1501 SW Lee Blvd - Main Structure plus any Accessory Structure(s)

to be dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence, and a public nuisance; and

WHEREAS, the Council of the City of Lawton, Oklahoma, further found that the dilapidated structure(s) and secondary structure(s) must, at the expense of the property owner, either be repaired and brought up to the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or be torn down and removed by the property owner.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawton, State of Oklahoma, that:

SECTION 1: The Council of the City of Lawton, Oklahoma, after a public hearing held and evidence being heard, finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, determines the structure(s) and secondary structure(s) located upon the real property hereinbefore described is/are dilapidated, detrimental to the health, safety, or welfare of the community, a blighting influence, and a public nuisance.

SECTION 2: The property owner of said dilapidated structure(s) and secondary structure(s) shall have forty-five (45) days from the date of the adoption of this resolution, at said owner's expense, to obtain a permit either (1) to remodel and bring the dilapidated structure(s) within the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or (2) to tear

down and remove such dilapidated structure(s) and secondary structure(s). No such work shall begin or be done by the owner or said owner's agents without a permit therefor. Any work authorized under a permit to remodel and bring the dilapidated structure(s) and secondary structure(s) within the standards of the City's building code must be completed as outlined in Paragraph D, Section 6-1-1-108, Article One, Chapter 6, of the Lawton City Code. Should the property owner fail to remodel and bring the dilapidated structure(s) and secondary structure(s) within the applicable code standards within the time prescribed in Section 6-1-1-108, said property owner shall then obtain a demolition permit within seven (7) days of the expiration of the time period outlined in Section 6-1-1-108 and demolish and remove the dilapidated structure(s) and secondary structure(s) within four (4) weeks of the issuance of the demolition permit. Further, until all such work is completed and for so long as the structure(s) and secondary structure(s) remain deemed dilapidated and the real property deemed a public nuisance, the owner or said owner's agents shall not allow the premises to be occupied.

SECTION 3: In the event the property owner either (1) fails to obtain a permit as directed in Section 2 of this Resolution or (2) fails to perform in accordance with the conditions of the permit issued, then the City's agents are authorized to enter upon the property, to abate the nuisance thereon, and to otherwise demolish, dismantle and remove the dilapidated structure(s) and secondary structure(s). Further, Neighborhood Services is authorized to solicit bids to raze and remove the dilapidated structure(s).

SECTION 4: In conjunction with or in lieu of any such abatement, as provided in Section 3 of this Resolution, the City Attorney is hereby authorized, should the same be deemed necessary, to abate the nuisance by the initiation, prosecution, and/or settlement of litigation in Comanche County District Court, pursuant to the provisions of Title 11 O.S. §22-112, Title 50 O.S. §17, and/or any other applicable law. In addition to the property owner, the City Attorney shall be authorized to name as a party to such litigation any individual or entity having an interest in the property, to include mortgage and lien holders. In lieu of or in conjunction with any such litigation, the City Attorney is authorized to allow a demolition permit to be issued to any individual with legally valid ownership claim to the property.

SECTION 5: All of the costs borne by the City in abating the nuisance shall be charged to the owner of the property as a personal obligation and to the real property itself as provided by law. These costs will include the following: (1) the cost of litigation to include attorney fees, (2) the cost of any notice, mailing, filing, and all administrative and professional expenses incurred, (3) the actual cost of the labor, maintenance and equipment required for the dismantling and removal of the dilapidated structure(s) and secondary structures(s), and (4) any other expenses that may be necessary in conjunction with the demolition, dismantling and removal of the structure(s) and secondary structure(s) and otherwise abating the public nuisance on the property.

SECTION 6: All persons having an interest in property are notified that, pursuant to Title 11 O.S. §22-112, any action to challenge this Resolution must be filed within thirty (30) business days.

ADOPTED and APPROVED by the Mayor and Council of the City of Lawton,
Oklahoma, this 11th day of November, 2025.

ATTEST:

Stanley Booker, Mayor

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 11th day of November, 2025.

Timothy Wilson, Acting City Attorney

RESOLUTION NO. 25 - _____

A RESOLUTION DECLARING CERTAIN STRUCTURE(S) TO BE DILAPIDATED, DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE CITY OF LAWTON AND ITS INHABITANTS, A BLIGHTING INFLUENCE, AND A PUBLIC NUISANCE; DIRECTING THE OWNER(S) TO OBTAIN A REMODEL OR DEMOLITION PERMIT WITHIN THIRTY (30) DAYS AND ABATE THE NUISANCE; AUTHORIZING SUMMARY ABATEMENT SHOULD THE OWNER(S) FAIL TO ABATE THE NUISANCE; AND ALTERNATIVELY AUTHORIZING THE CITY ATTORNEY TO COMMENCE LEGAL ACTION IN COMANCHE COUNTY DISTRICT COURT TO ABATE SUCH NUISANCE IF SUMMARY ABATEMENT IS NOT ECONOMICALLY PRACTICAL.

WHEREAS, the condition of the structure(s) on the property located at:

LOTS TWELVE (14), FIFTEEN (15), SIXTEEN (16), BLOCK FIVE (5), LAWTON VIEW ADDITION, TO THE CITY OF LAWTON, COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, 1516 SW Lee Blvd. - Main Structure

has become dilapidated and detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and the property therewith has therefore become a public nuisance; and

WHEREAS, as required by statutes of the State of Oklahoma and the ordinances of the City of Lawton, a City official caused more than ten (10) days' notice to be given to the following-named property owner(s), recorded mortgage holders, lienholders or other persons who may assert a claim thereto:

Title Holder: Amiee E Davis
Aka Aimee E Davis, aka Aimee E Matheson
1305 NW Ash Avenue
Lawton, Oklahoma 73507

Mortgage: None

Lienholders: None

Other: None

by mailing a copy of said notice by certified mail to each of the aforementioned interested parties on October 29, 2025;

by posting a copy of said notice on the property on October 29, 2025;

and by publishing a copy of said notice in the Lawton Constitution on October 29, 2025;

notifying them that on a day certain the City Council of the City of Lawton, Oklahoma, would hold a public hearing, be presented with evidence concerning the condition of the said structure(s) and then determine whether said structure(s) should be declared dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and a public nuisance; and

WHEREAS, such notice being given, and said public hearing being held, the Council of the City of Lawton, Oklahoma, determined and found the structure(s) located on the following-described real property:

**LOTS FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), BLOCK FIVE (5),
LAWTON VIEW ADDITION, TO THE CITY OF LAWTON, COMANCHE
COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT
THEREOF, 1516 SW Lee Blvd. - Main Structure**

to be dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence, and a public nuisance; and

WHEREAS, the Council of the City of Lawton, Oklahoma, further found that the dilapidated structure(s) must, at the expense of the property owner, either be repaired and brought up to the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or be torn down and removed by the property owner.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawton, State of Oklahoma, that:

SECTION 1: The Council of the City of Lawton, Oklahoma, after a public hearing held and evidence being heard, finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, determines the structure(s) located upon the real property hereinbefore described is/are dilapidated, detrimental to the health, safety, or welfare of the community, a blighting influence, and a public nuisance.

SECTION 2: The property owner of said dilapidated structure(s) shall have forty-five (45) days from the date of the adoption of this resolution, at said owner's expense, to obtain a permit either (1) to remodel and bring the dilapidated structure(s) within the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or (2) to tear down and remove such dilapidated structure(s). No such work shall begin or be done by the owner or said owner's agents without a permit therefor. Any work authorized under a permit to remodel and bring the dilapidated structure(s)

within the standards of the City's building code must be completed as outlined in Paragraph D, Section 6-1-1-108, Article One, Chapter 6, of the Lawton City Code. Should the property owner fail to remodel and bring the dilapidated structure(s) and secondary structure(s) within the applicable code standards within the time prescribed in Section 6-1-1-108, said property owner shall then obtain a demolition permit within seven (7) days of the expiration of the time period outlined in Section 6-1-1-108 and demolish and remove the dilapidated structure(s) within four (4) weeks of the issuance of the demolition permit. Further, until all such work is completed and for so long as the structure(s) remain deemed dilapidated and the real property deemed a public nuisance, the owner or said owner's agents shall not allow the premises to be occupied.

SECTION 3: In the event the property owner either (1) fails to obtain a permit as directed in Section 2 of this Resolution or (2) fails to perform in accordance with the conditions of the permit issued, then the City's agents are authorized to enter upon the property, to abate the nuisance thereon, and to otherwise demolish, dismantle and remove the dilapidated structure(s). Further, Neighborhood Services is authorized to solicit bids to raze and remove the dilapidated structure(s).

SECTION 4: In conjunction with or in lieu of any such abatement, as provided in Section 3 of this Resolution, the City Attorney is hereby authorized, should the same be deemed necessary, to abate the nuisance by the initiation, prosecution, and/or settlement of litigation in Comanche County District Court, pursuant to the provisions of Title 11 O.S. §22-112, Title 50 O.S. §17, and/or any other applicable law. In addition to the property owner, the City Attorney shall be authorized to name as a party to such litigation any individual or entity having an interest in the property, to include mortgage and lien holders. In lieu of or in conjunction with any such litigation, the City Attorney is authorized to allow a demolition permit to be issued to any individual with legally valid ownership claim to the property.

SECTION 5: All of the costs borne by the City in abating the nuisance shall be charged to the owner of the property as a personal obligation and to the real property itself as provided by law. These costs will include the following: (1) the cost of litigation to include attorney fees, (2) the cost of any notice, mailing, filing, and all administrative and professional expenses incurred, (3) the actual cost of the labor, maintenance and equipment required for the dismantling and removal of the dilapidated structure(s), and (4) any other expenses that may be necessary in conjunction with the demolition, dismantling and removal of the structure(s) and otherwise abating the public nuisance on the property.

SECTION 6: All persons having an interest in property are notified that, pursuant to Title 11 O.S. §22-112, any action to challenge this Resolution must be filed within thirty (30) business days.

ADOPTED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this 11th day of November, 2025.

ATTEST:

Stanley Booker, Mayor

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 11th day of November, 2025.

Timothy Wilson, Acting City Attorney

RESOLUTION NO. 25 - _____

A RESOLUTION DECLARING CERTAIN STRUCTURE(S) AND ACCESSORY STRUCTURE POLE SIGN TO BE DILAPIDATED, DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE CITY OF LAWTON AND ITS INHABITANTS, A BLIGHTING INFLUENCE, AND A PUBLIC NUISANCE; DIRECTING THE OWNER(S) TO OBTAIN A REMODEL OR DEMOLITION PERMIT WITHIN THIRTY (30) DAYS AND ABATE THE NUISANCE; AUTHORIZING SUMMARY ABATEMENT SHOULD THE OWNER(S) FAIL TO ABATE THE NUISANCE; AND ALTERNATIVELY AUTHORIZING THE CITY ATTORNEY TO COMMENCE LEGAL ACTION IN COMANCHE COUNTY DISTRICT COURT TO ABATE SUCH NUISANCE IF SUMMARY ABATEMENT IS NOT ECONOMICALLY PRACTICAL.

WHEREAS, the condition of the structure(s) on the property located at:

Lots Nineteen (19) and Twenty (20) Block One (1) West Highland Addition to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 2334 W Gore Blvd. - Main Structure and Accessory Structure Pole Sign

has become dilapidated and detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and the property therewith has therefore become a public nuisance; and

WHEREAS, as required by statutes of the State of Oklahoma and the ordinances of the City of Lawton, a City official caused more than ten (10) days' notice to be given to the following-named property owner(s), recorded mortgage holders, lienholders or other persons who may assert a claim thereto:

Title Holder: Henry J & Rizalina R Herzig
Ref: 2334 W Gore Blvd.
1102 SE Flower Mound Road
Lawton, Oklahoma 73501

Mortgage: None

Lienholders: None

Other: None

by mailing a copy of said notice by certified mail to each of the aforementioned interested parties on October 29, 2025;

by posting a copy of said notice on the property on October 29, 2025;

and by publishing a copy of said notice in the Lawton Constitution on October 29, 2025;

notifying them that on a day certain the City Council of the City of Lawton, Oklahoma, would hold a public hearing, be presented with evidence concerning the condition of the said structure(s) and accessory structure pole sign and then determine whether said structure(s) should be declared dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and a public nuisance; and

WHEREAS, such notice being given, and said public hearing being held, the Council of the City of Lawton, Oklahoma, determined and found the structure(s) and accessory structure pole sign located on the following-described real property:

Lots Nineteen (19) and Twenty (20) Block One (1) West Highland Addition to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 2334 W Gore Blvd. - Main Structure and accessory structure pole sign

to be dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence, and a public nuisance; and

WHEREAS, the Council of the City of Lawton, Oklahoma, further found that the dilapidated structure(s) and accessory structure pole sign must, at the expense of the property owner, either be repaired and brought up to the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or be torn down and removed by the property owner.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawton, State of Oklahoma, that:

SECTION 1: The Council of the City of Lawton, Oklahoma, after a public hearing held and evidence being heard, finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, determines the structure(s) and accessory structure pole sign located upon the real property hereinbefore described is/are dilapidated, detrimental to the health, safety, or welfare of the community, a blighting influence, and a public nuisance.

SECTION 2: The property owner of said dilapidated structure(s) and secondary structure(s) shall have forty-five (45) days from the date of the adoption of this resolution, at said owner's expense, to obtain a permit either (1) to remodel and bring the dilapidated structure(s) within the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or (2) to tear down and remove such dilapidated structure(s) and accessory structure pole sign. No such work shall begin or be done by the owner or said owner's agents without a permit therefor. Any work authorized under a permit to remodel and bring the dilapidated structure(s) and accessory

Structure pole sign within the standards of the City's building code must be completed as outlined in Paragraph D, Section 6-1-1-108, Article One, Chapter 6, of the Lawton City Code. Should the property owner fail to remodel and bring the dilapidated structure(s) and accessory structure pole sign within the applicable code standards within the time prescribed in Section 6-1-1-108, said property owner shall then obtain a demolition permit within seven (7) days of the expiration of the time period outlined in Section 6-1-1-108 and demolish and remove the dilapidated structure(s) and accessory structure pole sign within four (4) weeks of the issuance of the demolition permit. Further, until all such work is completed and for so long as the structure(s) and accessory structure pole sign remain deemed dilapidated and the real property deemed a public nuisance, the owner or said owner's agents shall not allow the premises to be occupied.

SECTION 3: In the event the property owner either (1) fails to obtain a permit as directed in Section 2 of this Resolution or (2) fails to perform in accordance with the conditions of the permit issued, then the City's agents are authorized to enter upon the property, to abate the nuisance thereon, and to otherwise demolish, dismantle and remove the dilapidated structure(s) and accessory structure pole sign. Further, Neighborhood Services is authorized to solicit bids to raze and remove the dilapidated structure(s).

SECTION 4: In conjunction with or in lieu of any such abatement, as provided in Section 3 of this Resolution, the City Attorney is hereby authorized, should the same be deemed necessary, to abate the nuisance by the initiation, prosecution, and/or settlement of litigation in Comanche County District Court, pursuant to the provisions of Title 11 O.S. §22-112, Title 50 O.S. §17, and/or any other applicable law. In addition to the property owner, the City Attorney shall be authorized to name as a party to such litigation any individual or entity having an interest in the property, to include mortgage and lien holders. In lieu of or in conjunction with any such litigation, the City Attorney is authorized to allow a demolition permit to be issued to any individual with legally valid ownership claim to the property.

SECTION 5: All of the costs borne by the City in abating the nuisance shall be charged to the owner of the property as a personal obligation and to the real property itself as provided by law. These costs will include the following: (1) the cost of litigation to include attorney fees, (2) the cost of any notice, mailing, filing, and all administrative and professional expenses incurred, (3) the actual cost of the labor, maintenance and equipment required for the dismantling and removal of the dilapidated structure(s) and accessory structure pole sign, and (4) any other expenses that may be necessary in conjunction with the demolition, dismantling and removal of the structure(s) and accessory structure pole sign and otherwise abating the public nuisance on the property.

SECTION 6: All persons having an interest in property are notified that, pursuant to Title 11 O.S. §22-112, any action to challenge this Resolution must be filed within thirty (30) business days.

ADOPTED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this 11th day of November, 2025.

ATTEST:

Stanley Booker, Mayor

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 11th day of November, 2025.

Timothy Wilson, Acting City Attorney

Item Title:

Consider a request from the property owner for additional time to complete remodeling of the main structure and all secondary structures located at 803 SW D Avenue, pursuant to Lawton City Code Section 6-1-1-508(D), which limits the maximum time for reconstruction, remodel, or repair of a dilapidated structure to one hundred eighty (180) days without specific authorization by the City Council.

Initiator: Larry Parks, Director

Information Source: Jonathan Jernigan, Neighborhood Services - Supervisor

Background:

The main structure and all secondary structures located at 803 SW D Avenue were declared dilapidated pursuant to Lawton City Code, Division 6-5-1 on October 22, 2024.

Pursuant to Lawton City Code Section 6-1-1-108(D), a permit for the reconstruction, remodel, or repair of a structure deemed dilapidated expires ninety (90) days from the date of issuance. One (1) additional ninety-day extension may be granted by the City Manager or designee if satisfactory progress is determined through inspection, for a total maximum of one hundred eighty (180) days. Any request for additional time beyond this 180-day period requires specific authorization by the City Council.

The property owner is requesting another 180 days. The permit expired on October 16, 2025. There have been no inspections on this property nor has there been any work done to the property.

Staff feels that they have not made substantial progress on the structure.

Correlation to the True North Statement:

Safe Community

Exhibit:

Photos

Key Issues:

Has the property owner shown substantial improvement.

Funding Source:

None

Recommended Action:

Consider denying the property owner to continue remodeling the structure located at 803 SW D Avenue per Section 6-1-1-108 Section D.

ATTACHMENTS:

1. 803 SW D Photos(2)



Dilapidated and Dangerous Structures Permit Renewal

803 SW D Ave
Ward 5



No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5



10/09/2024 15:11

No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5



No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5

No water Acct Since 2023
Fire date 11/25/2023

10/09/2024 15:12

803 SW D Ave
Ward 5



No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5



10/09/2024 15:13

No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5



No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5



No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5



No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5



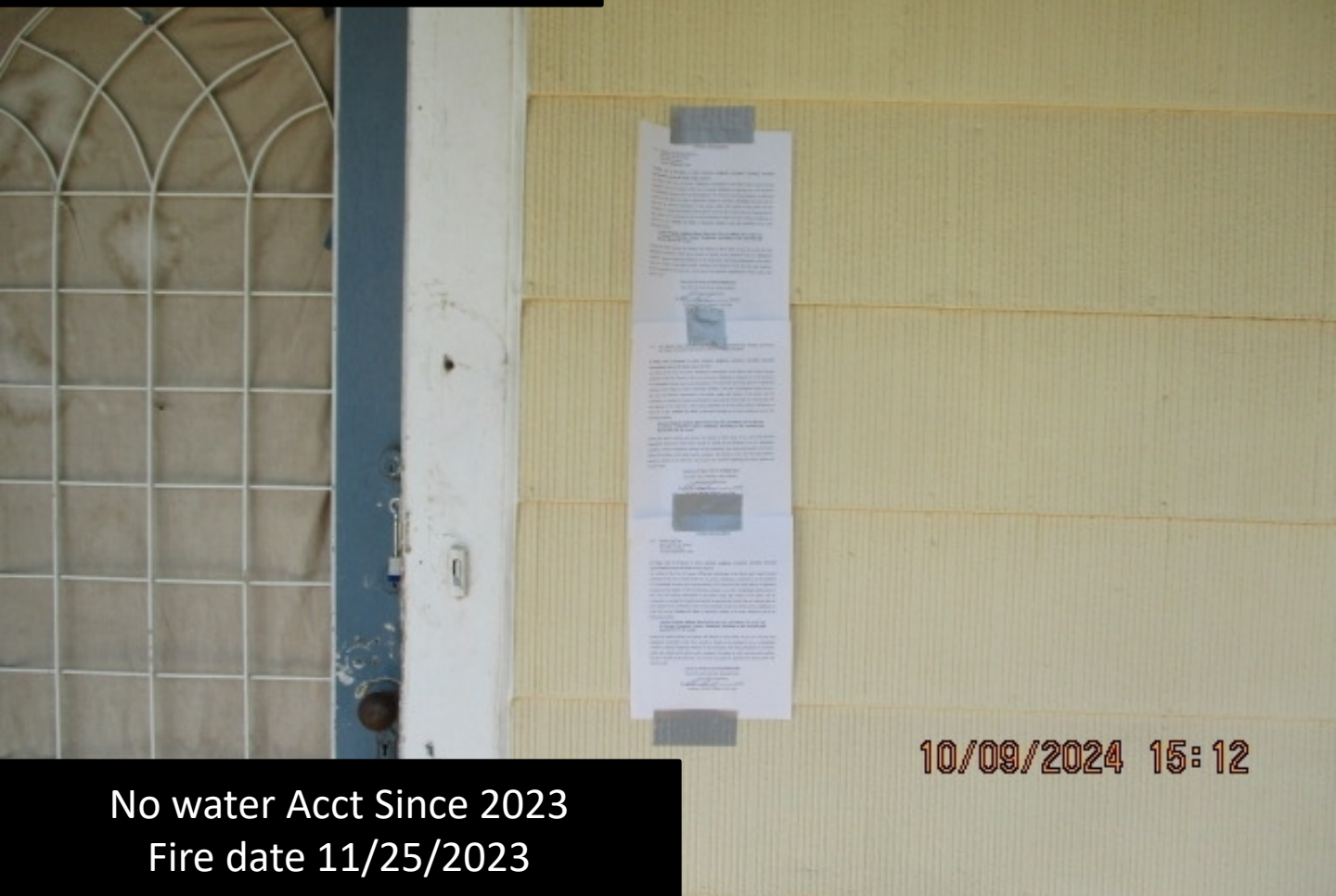
No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5



No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5



No water Acct Since 2023
Fire date 11/25/2023

803 SW D Ave
Ward 5



Questions?

803 SW D Avenue Ward 5



803 SW D Avenue Ward 5



803 SW D Avenue Ward 5



803 SW D Avenue Ward 5



803 SW D Avenue Ward 5



803 SW D Avenue Ward 5



803 SW D Avenue Ward 5



803 SW D Avenue Ward 5



Item Title:

Consider a request from the property owner for additional time to remodel the main structure and all secondary structures located at 1508 SW Oklahoma Avenue, pursuant to Lawton City Code Section 6-1-1-508(D), which limits the maximum time for reconstruction, remodel, or repair of a dilapidated structure to one hundred eighty (180) days without specific authorization by the City Council.

Initiator: Larry Parks, Director

Information Source: Jonathan Jernigan, Neighborhood Services - Supervisor

Background:

The main structure and all secondary structures located at 1508 SW Oklahoma Avenue were declared dilapidated pursuant to Lawton City Code, Division 6-5-1 on February 25, 2025.

Pursuant to Lawton City Code Section 6-1-1-108(D), a permit for the reconstruction, remodel, or repair of a structure deemed dilapidated expires ninety (90) days from the date of issuance. One (1) additional ninety-day extension may be granted by the City Manager or designee if satisfactory progress is determined through inspection, for a total maximum of one hundred eighty (180) days. Any request for additional time beyond this 180-day period requires specific authorization by the City Council.

The property owner is requesting another 180 days. The permit expired on October 15, 2025. There have been no inspections on this property.

Staff feels that they have not made substantial progress on the structure.

Correlation to the True North Statement:

Safe Community

Exhibit:

Photos

Key Issues:

Has the property owner shown substantial improvement.

Funding Source:

None

Recommended Action:

Consider denying the property owner to continue remodeling the structure located at 1508 SW Oklahoma Avenue per Section 6-1-1-108 Section D.

ATTACHMENTS:

1. 1508 SW Oklahoma Avenue



Dilapidated and Dangerous Structures Permit Renewal

1508 SW Oklahoma Avenue
Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



1508 SW Oklahoma Avenue Ward 7



Item Title:

An ordinance pertaining to Offenses and Crimes, amending Section 16-5-1-506, Division 16-5-1, Article 16-5, Chapter 16, Lawton City Code, 2015, for the purpose of adding certain content-neutral time, place and manner regulations on panhandling and solicitation activities; providing for severability, and establishing an effective date.

Initiator: Stan Booker, Mayor

Information Source: Timothy Wilson, Interim City Attorney

Background:

The proposed amendment adds various safety-related regulations to panhandling and solicitation activities, to include: (1) placing limitations on panhandling/solicitation activities around streets and highways with posted speed limit of 35 mph or greater, to include (a) prohibiting panhandling/solicitation activities within five feet of the edge of the street curb or (b) after dark absent the wearing of a reflective vest; (2) prohibiting panhandling/solicitation activities within twenty-five feet of a designated mass transportation stop between 6am and 6pm, Monday through Sunday; (3) prohibiting panhandling/solicitation activities on or within five feet of a sidewalk's curb ramp where such activity causes an obstruction making the curb ramp unusable for pedestrians; (4) prohibiting panhandling/solicitation activities on any public right of way within fifty feet of a school consisting of grades Kindergarten through 12th grade from one hour before classes are scheduled to begin until one hour after classes are scheduled to end; (5) prohibiting panhandling/solicitation activities near the entrance to city buildings when such activity disrupts the normal operations of the building or obstructs entry and exit from such buildings; and (7) prohibits panhandling/solicitation activities by an adult upon minors less than 16 years of age.

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

Ordinance 25-

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Adopt Ordinance 2025-_____, waive the reading of the ordinance, and read the title only.

ATTACHMENTS:

1. ORD 25- (11.6.25) (1) (8)

ORDINANCE NO 25-____

AN ORDINANCE PERTAINING TO OFFENSES AND CRIMES, AMENDING SECTION 16-5-1-506, DIVISION 16-5-1, ARTICLE 16-5, CHAPTER 16, LAWTON CITY CODE, 2015, FOR THE PURPOSE OF ADDING CERTAIN CONTENT-NEUTRAL TIME, PLACE AND MANNER REGULATIONS ON PANHANDLING AND SOLICITATION ACTIVITIES; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA THAT:

SECTION 1. Section 16-5-1-506 is hereby amended to read as follows:

16-5-1-506 Panhandling & Solicitation:; Content-neutral time, place and manner regulations.
~~soliciting on or near public streets and highways.~~

A. Legislative findings.

The Council of the City of Lawton hereby makes the following findings:

1. The City of Lawton has a duty to protect the rights of all people to exercise their First Amendment rights safely. The City has a compelling governmental interest in imposing certain reasonable time, place and manner regulations on expressive activities relating to panhandling and solicitation, that occur on streets, highways, sidewalks, walkways, and other venues within the City.
2. This section does not limit any person from exercising their constitutional right to solicit funds, picket, protest or engage in constitutionally protected activities. The provisions are narrowly tailored to protect the rights of all and ensure safety for participants and non-participants. The City recognizes the need to ensure public safety, including safety for children and maintain the orderly flow of pedestrian and motor vehicle traffic within its jurisdiction.
3. The City has determined that certain panhandling and solicitation activities occurring on or near certain public streets and highways, pose risks to pedestrians and motorists, thus necessitating additional regulation.
4. It is necessary to amend Section 16-6-1-506 of the Lawton City Code, 2015, to include further prohibitions on panhandling and solicitation activities that obstruct pedestrian pathways, including curb ramps, and interfere with the safe operation of public transportation systems.

5. The City is committed to protecting vulnerable populations, including minors and individuals using mobility devices, from undue influence and obstruction caused by aggressive or obstructive panhandling and solicitation activities.
6. The City seeks to balance the rights of individuals to solicit donations with the community's interest in maintaining public order, safety and access particularly in areas surrounding educational institutions, designated mass transportation stops and municipal buildings.
7. The City finds that panhandling and solicitation after dark along high-speed traffic areas (35mph or greater), absent visible safety measures, presents public safety risks.
8. The City finds private property owners, lawful occupants and their agents retain the rights to control panhandling and solicitation activities on their property.
9. These time, place and manner restrictions shall apply equally to all panhandling and solicitation activities, regardless of the content or viewpoint expressed.
10. Enforcement is based solely on the conduct and circumstances specified, not the identity, status, or perceived status of the participant.

B. Purpose and Intent.

The public purpose of this section is to protect the rights of all to exercise their First Amendment rights, as well as to safeguard the people and/or property of those who choose not to participate in expressive activity.

C. Definitions.

For purpose of this section, the below terms shall be defined as follows:

A.—1. ~~For the purpose of this section, "Panhandling" panhandling~~ means ~~any~~ a solicitation made by knowingly approaching, accosting or stopping another person for an immediate donation of money, or other gratuity from the other person, and includes but is not limited to seeking donations where the person being solicited receives an item of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation. Panhandling also includes "passive panhandling," which is the act of passively standing or sitting with a sign or other indication that a donation is being sought, without any vocal request other than in response to an inquiry by a person.

2. ~~Panhandling shall not include the act of passively standing or sitting with a sign or other indication that a donation is being sought, without any vocal request other than in response to an inquiry by another person.~~

2. "Solicitation" refers to the act of requesting, asking, or seeking something from another person, typically involving a direct or indirect appeal for money, goods, services, or support. This can include:

- a. Verbal Requests: Directly asking for donations, contributions, or assistance.

b. Written Appeals: Displaying signs, distributing flyers, or using other written materials to request support.

c. Non-Verbal Actions: Gestures or behaviors intended to communicate a request for aid or contributions.

3. “Educational Institution” means any public or private school serving students in grades kindergarten through 12th grade, or any combination thereof. This definition shall include elementary schools, middle schools and high schools.

4. “Designated Mass Transportation Stop” means the loading/unloading zones at Lawton Area Transit System's transfer center, or any bus stop designated by sign.

5. A “curb ramp” or “curb cut” is a sloped section of a sidewalk that allows people using wheelchairs, mobility devices [e.g. walkers, scooters, etc.] or pushing strollers to easily transition between the sidewalk and the street.

6. “After dark” shall mean the time from one-half hour before sunset to one-half hour after sunrise.

7. “Aggressive Manner” means panhandling conduct directed at or in the presence of another person that involves objectively threatening or coercive behaviors, as demonstrated by clear, observable actions. “Aggressive Manner” includes the following specific actions:

a. Intentionally touching another person without their consent during solicitation.

b. Intentionally blocking, obstructing, or interfering with a person’s path of travel, including by physically positioning one’s body or belongings so as to impede passage on sidewalks, doorways, entryways, or other pedestrian pathways.

c. Following or pursuing a person after they have declined solicitation or attempted to walk away.

d. Using gestures or movements directed at a specific person that are objectively threatening (such as raising a fist, making a sudden lunge, or moving aggressively into a person’s personal space after being asked to maintain distance).

e. Making statements or using language that includes explicit threats of violence or illegal acts, accompanied by threatening physical conduct, abusive, profane, or threatening language directed at a specific person, coupled with conduct described above, that would cause a reasonable person to fear harm or feel compelled to comply.

Expressive activity that consists solely of nonthreatening verbal communication, without accompanying conduct listed above, does not constitute an Aggressive Manner.

8. "Obstructs the Normal Operations" means any act or omission causing significant interference with or deviation from the functioning of a facility, program, or service, leading to substantial delay, suspension, curtailment, or alteration of regular operations.

D. Prohibited panhandling and solicitation activities around streets and highways, regardless of posted speed limit.

B.—1. In order to protect public safety, as well as help ensure the continued flow of traffic and pedestrians, it shall be unlawful for any person to panhandle or to solicit employment, business contributions or sales of any kind, or to collect money for the same, directly from the occupant of any vehicle traveling upon any public street or highway when:

a. Such panhandling, solicitation or collection involves persons performing the activity of entering to enter onto the traveled portion of a public street or to complete the transaction, including, without limitation, entering onto bike lanes, street gutters or vehicle parking areas; or

b. The persons performing the activity is are located such that vehicles cannot move into a legal parking area to safely complete the transaction.

2. Notwithstanding the foregoing, it shall be unlawful for any person to panhandle or to solicit or attempt to solicit employment, business, or contributions of any kind directly from the occupant of any vehicle on any highway included in the interstate or state highway system, including any entrance to or exit from such highway.

E. Additional regulations for panhandling and solicitation activities around streets and highways with posted speed limit of 35mph or greater.

1. To protect public safety and ensure the continued flow of traffic and pedestrians, panhandling – including passive panhandling as specifically set forth in this section – and other forms of solicitation are prohibited within five feet of the edge of the street curb of any public street of highway with a posted speed limit of 35 mph or greater.

2. To further protect public safety, panhandling – including passive panhandling – and other forms of solicitation are prohibited after dark along such street absent the wearing of a reflective vest by the individual engaged in such activity.
3. The purpose of these restrictions is to address heightened public safety risks and the orderly flow of traffic, applying equally to all forms of panhandling and solicitation activity. The necessity of these distance and location restrictions is grounded in the City's determination that such activity on or adjacent to high-speed roads creates heightened public safety risks – both by increasing the potential for pedestrian-vehicle conflicts [including dangers to individuals involved in such activity from vehicles on high-speed roads] and by affecting the orderly flow of traffic. The City's purpose is to narrowly tailor the limits set forth in Paragraph E to situations where the dangers are most acute, specifically along roads posted at 35 mph or greater – where curbs do not deter vehicles from leaving the traveled way at higher speeds, while balancing public order and individual rights. A five-foot buffer width for arterial or major streets is consistent with the recommendations in the American Association of State Highway and Transportation Officials [AASHTO] Guide for the Planning, Design, and Operation of Pedestrian Facilities.

C.F. In order to further facilitate public safety, it shall be unlawful to engage in an act of panhandling or solicitation when either the panhandler/solicitor or the person being solicited is located anywhere within the city at any of the following locations:

1. In a restroom;
2. In any public transportation vehicle; ~~or~~
3. At an automatic teller machine while in use by the person being solicited;
4. Within twenty-five feet of any designated mass transportation stop between the hours of 6:00 am and 6:00 pm, Monday through Saturday, said prohibition being to maintain safety, order and the uninterrupted pedestrian and traffic flow in such areas while the transit system is in operation;
5. On or within five feet of a sidewalk's curb ramp, where such activity causes an obstruction making the curb ramp unusable for pedestrians, including individuals using a wheelchair, mobility device [e.g. a walker, scooter, etc.] or pushing a stroller, and thereby impeding the flow of pedestrian traffic;
6. On any public right of way within fifty feet of an educational institution, beginning one hour from when class is scheduled to begin and continuing until one hour from when class is scheduled to end, said prohibition to be for the purpose of protecting children, maintaining public safety, order and uninterrupted pedestrian and traffic flow around such educational institutions during school hours; or
7. Inside or near the entrance to City buildings when such activity disrupts the normal operations of the building or obstructs entry and exit.

D.G. Aggressive Panhandling and Solicitation. It shall be unlawful at any location within the city to engage in an act of panhandling or solicitation in an aggressive manner as defined in subsection C.7. , which includes, but is not limited to, panhandling by using any of the following methods:

1. — Touching the solicited person without the solicited person's consent;
2. — ~~Acting in such a manner that the person panhandling obstructs a sidewalk, doorway, entryway, or other passage way in a public place used by pedestrians or obstructs the passage of the person solicited or requires the person solicited to take evasive action to avoid physical contact with the person panhandling or with any other person;~~
3. — Blocking the path of a person being solicited to any vehicle;
4. — Following behind, ahead or alongside a person who walks away from the panhandler after being solicited;
5. — Using profane or abusive language, either during the solicitation or following a refusal to make a donation; , or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled;
6. — Engaging in conduct towards the person solicited that is intimidating, threatening, coercive, or obscene and that causes the person solicited to reasonably fear for his or her safety.

H. Minors. Panhandling or solicitation by adults (16 or older) directed at minors (under 16) is prohibited to prevent improper influence or fear.

EI. Private Property Rights. Property owners, lawful occupants and their authorized agents retain the right to control panhandling and solicitation on their property, to the extent not otherwise prohibited in this section, including the right to condition, limit, or prohibit such activity, and to require any person engaged in activity to vacate the premises. Noncompliance may result in enforcement of trespass laws ; It it shall be unlawful to engage in an act of panhandling, under any circumstance, on residential property without express permission from the property owner.

F. — Except as otherwise prohibited in paragraphs B,C, and D, panhandling on commercial property open to the public is permitted, but only with the express permission of the property owner or manager.

J. Preservation of Alternative Channels.

The restrictions in this section do not serve as a blanket ban; panhandling and solicitation activity remain lawful in public places not falling within the specifically regulated areas set forth herein, thereby preserving alternative channels for constitutionally protected speech or conduct.

~~GK.~~ Violations. Each act of panhandling prohibited by this section shall constitute a public nuisance and a separate violation of this Code. Each violation shall be punishable as provided in Section 1-1-119 of this Code.

SECTION 2. Severability Clause. If any section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

SECTION 3. Effective Date. The provisions of this ordinance shall become effective thirty (30) days after the date of the ordinance's passage.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this ____ day of November 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of November 2025.

JARI ASKINS, INTERIM CITY ATTORNEY

ORDINANCE NO 25-____

AN ORDINANCE PERTAINING TO OFFENSES AND CRIMES, AMENDING SECTION 16-5-1-506, DIVISION 16-5-1, ARTICLE 16-5, CHAPTER 16, LAWTON CITY CODE, 2015, FOR THE PURPOSE OF ADDING CERTAIN CONTENT-NEUTRAL TIME, PLACE AND MANNER REGULATIONS ON PANHANDLING AND SOLICITATION ACTIVITIES; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

Brief Gist

The ordinance adds various safety-related regulations to panhandling and solicitation activities, to include: (1) placing limitations on panhandling/solicitation activities around streets and highways with posted speed limit of 35 mph or greater, to include (a) prohibiting panhandling/solicitation activities within five feet of the edge of the street curb or (b) after dark absent the wearing of a reflective vest; (2) prohibiting panhandling/solicitation activities within twenty-five feet of a designated mass transportation stop between 6am and 6pm, Monday through Sunday; (3) prohibiting panhandling/solicitation activities on or within five feet of a sidewalk's curb ramp where such activity causes an obstruction making the curb ramp unusable for pedestrians; (4) prohibiting panhandling/solicitation activities on any public right of way within fifty feet of a school consisting of grades Kindergarten through 12th grade from one hour before classes are scheduled to begin until one hour after classes are scheduled to end; (5) prohibiting panhandling/solicitation activities near the entrance to city buildings when such activity disrupts the normal operations of the building or obstructs entry and exit from such buildings; and (7) prohibits panhandling/solicitation activities by an adult upon minors less than 16 years of age.

ADOPTED and APPROVED by the Council of the City of Lawton, this ____ day of November 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in The Lawton Constitution this ____ day of _____, 2025)

Item Title:

Discuss the creation of the Library of Tomorrow Committee, approved by City Council on November 3, 2025, in order to establish the mission of creating the best library plan for the future of the Lawton/Fort Sill community, appoint members to the committee, and take any other action as deemed necessary.

Initiator: Stan Booker, Mayor, Randy Warren, Councilman - Ward 8

Information Source: Stan Booker, Mayor, Randy Warren, Councilman - Ward 8

Background:

At the November 3, 2025, City Council meeting, Councilman Randy Warren presented a call for strategic vision regarding the future of the Lawton Public Library and proposed forming a committee to study the City's options before proceeding with major repair expenditures. The Council approved the formation of the committee, which has since been titled the Library of Tomorrow Committee.

Councilman Warren emphasized that the existing library, constructed in 1973, has exceeded its 50-year service life and no longer meets modern efficiency, accessibility, or technological standards. He encouraged the City to pause immediate repairs and instead conduct a comprehensive evaluation of all available options, including renovation, modernization, or relocation, to ensure a long-term, fiscally responsible solution for the community.

The committee's mission is to create the best library plan for the future of the Lawton/Fort Sill community by developing a strategic path that addresses design, funding, and implementation for a modern library that reflects the educational, cultural, and technological needs of citizens. Among the key concepts outlined in Councilman Warren's remarks were:

Evaluating life-cycle costs for repair, modernization, or new facility options.

Exploring synergies with existing City and FISTA investments at Central Plaza to leverage infrastructure and create a potential combined library-STEM learning campus.

Recognizing that maintaining separate facilities for the library and FISTA may create a duplication of STEM-related services and that co-location could enhance collaboration and resource sharing.

Identifying operational efficiencies and energy savings through shared utilities, maintenance, and security.

Pursuing external funding opportunities through federal, state, and philanthropic grant programs.

Aligning the library's vision with the City's Kids First and Passion for Progress initiatives under the True North Culture Statement.

The proposed membership of the Library of Tomorrow Committee is as follows:

Councilman Randy Warren, Chairperson

Patty Neuwirth, Chairperson, Library Board

Councilman George Gill

Councilman Allan Hampton

Councilman Bob Weger

Dr. Krista Ratliff, President and CEO, FISTA

Kristin Herr, Library Director (Ex-Officio)

Dewayne Burk, Deputy City Manager (Ex-Officio)

The committee will be tasked with returning to City Council within 120 days with a comprehensive recommendation that positions Lawton/Fort Sill for a 21st-century library that fosters education, innovation, and community engagement for generations to come.

This initiative aligns with the City's long-term vision under PROPEL 2040, which seeks to reinvest in vital community infrastructure, encourage public-private partnerships, and strengthen the economic and cultural core of downtown Lawton. A modern library integrated with STEM and educational programming would further this goal by serving as a community anchor, promoting lifelong learning, and enhancing quality of life for all residents.

The central question before the Library of Tomorrow Committee is not simply how to repair a building, but how to redefine what a library can be for the next fifty years. The traditional model of a library as a repository of books is rapidly evolving into a model centered on people, technology, and collaboration. The committee's work will focus on designing a facility that reflects this transformation—one that combines literacy and learning with innovation and hands-on discovery.

A library of the future must serve as both a community gathering place and a hub for lifelong learning. It must integrate digital access, makerspaces, collaborative study areas, and flexible classrooms to support STEM education, workforce development, and creative exploration. It should invite partnerships with local schools, universities, and FISTA to expand educational opportunities and eliminate duplication of services. It must also model environmental sustainability through energy-efficient systems and adaptive spaces that evolve with the community's needs.

Creating a library of the future means thinking beyond walls and shelves. It means designing a facility that embodies Lawton's True North values—serving the citizen through transparency, innovation, and excellence—and creating a space that inspires every generation to learn, explore, and connect.

This initiative aligns with the City’s long-term vision under PROPEL 2040, which seeks to reinvest in vital community infrastructure, encourage public-private partnerships, and strengthen the economic and cultural core of downtown Lawton. A modern library integrated with STEM and educational programming would further this goal by serving as a community anchor, promoting lifelong learning, and enhancing quality of life for all residents.

Correlation to the True North Statement:

A Community of Choice Where Families Thrive.

Exhibit:

11/3/25 Narrative from Councilman Warren

Key Issues:

How do we create a library of the future?

Funding Source:

N/A

Recommended Action:

Discuss the creation of the Library of Tomorrow Committee, approved by City Council on November 3, 2025, in order to establish the mission of creating the best library plan for the future of the Lawton/Fort Sill community, appoint members to the committee, and take any other action as deemed necessary.

ATTACHMENTS:

1. Library Modernization

Library Modernization: A Call for Strategic Vision

November 2025

I do not oppose progress, I champion it. And I don't oppose the Library I support it. I would simply like to ask the Council to pause—just pause—before we commit taxpayer dollars to a decision that could define our city's future for the next half-century.

The Facts We Cannot Ignore

Our Municipal Library, built in 1973, has served us faithfully for 52 years. But let's be honest about where we stand: this building has exceeded its 50-year accounting life. The roof, the ceiling, the HVAC system, the electrical infrastructure—all of these critical systems are operating at roughly half the efficiency of modern standards. They're not just old; they're obsolete.

The staff has asked us to approve repairs to the ceiling and HVAC systems. I don't question their sincerity or their dedication to serving our community. But I do question whether a quick patch—a 5 to 10-year band-aid—is the right use of limited public funds when we stand at a crossroads that demands strategic thinking.

The Choice Before Us

We have three paths forward, and Council, we owe it to the people who elected us to examine all three with open eyes:

First, we can patch the current building—fix the ceiling, replace some HVAC units, and limp along for another 5 to 10 years with a facility that will still consume energy like a 1973 Lincoln Continental,

still constrain our ability to serve modern library users, and still require another round of expensive decisions before this decade is out.

Second, we can modernize in place—invest substantial capital in replacing major systems, reconfiguring the interior, bringing the building up to code. This gives us 25 to 35 years of useful life, but it still locks us into a 1970s shell with all its inherent limitations.

Or third, we can think bigger. We can ask ourselves: what if we leveraged the Millions this city and the FISTA has already invested in renovating and updating Central Plaza

Why Central Plaza Changes Everything

Let me paint you a picture of what's possible.

Fiscal Responsibility: Central Plaza has a brand-new roof. State-of-the-art facade work. Modern systems. We've already made that investment. Why would we spend more money duplicating those upgrades at the old library when we could use what we've already built?

The numbers tell the story: a modern building envelope provides 30 to 50 percent energy savings compared to 1970s construction. We're talking about reducing annual utility costs by \$1 per square foot—year after year after year. That's not speculation; that's documented by the U.S. Department of Energy and proven in library renovations across Oklahoma and Texas.

Educational Synergy: But the real opportunity here goes beyond dollars and cents. FYSI (**FISTA Youth And Science Museum**) will sit right there in Central Plaza—a facility dedicated to STEM education,

to inspiring young minds, to hands-on learning. Imagine combining that with our library services. Imagine a child moving seamlessly from story time to a robotics workshop. Imagine a teenager researching a science project in our digital resources and then building that project in a makerspace down the hall.

This isn't some far-fetched dream. This is what modern 21st-century learning looks like. This is what Kids First really means—creating a safe, inspiring, accessible environment where reading and science come together, where families can spend an afternoon exploring ideas instead of just checking out books.

Operational Efficiency: When we co-locate services, we share utilities. We share maintenance staff. We share security.

Conservative estimates suggest we could reduce annual operating costs by 15 to 20 percent through these efficiencies. That's money that could go toward programming, toward digital collections, toward the services our citizens actually use.

Downtown Revitalization: And let's not forget the bigger picture: our downtown. We've invested in FISTA. We've invested in Plaza redevelopment. A modern library-STEM learning campus doesn't just serve families—it becomes an anchor, a destination that brings people downtown, that supports local businesses, that shows the world Lawton is serious about its future.

The Changing Reality of Libraries

Council, I want to address the elephant in the room. In-person library visits have declined 25 to 35 percent nationwide since 2019. That's not a Lawton problem; that's a reality of our digital age.

Meanwhile, digital checkouts and online services continue record growth.

Does that mean we don't need libraries? Absolutely not. But it does mean we need to be smart about what a library should be in 2025 and beyond. We need flexible spaces for collaboration and learning, not just endless stacks of books. We need maker spaces where kids can create. We need study areas where students can work together. We need meeting rooms where community organizations can gather.

The 1973 building was designed for a world where 60 percent of the floor space was dedicated to book stacks. Modern libraries allocate only 25 to 35 percent for stacks because we've learned that libraries are about people and programs, not just printed volumes.

The Grant Opportunity We Cannot Squander

Here's something the patch-and-repair approach ignores entirely: funding leverage.

A joint library-STEM learning campus makes us competitive for grants and endowments we could never access with a stand-alone library renovation. We're talking about:

- The Institute of Museum and Library Services Accelerating Promising Practices program
- National Science Foundation Informal STEM Education grants
- State Library Construction funding
- Corporate endowments from Boeing, Google, Gates Foundation, Oklahoma Community Foundation

Philanthropic organizations want to fund innovative, cross-disciplinary projects that serve multiple generations and demonstrate measurable impact. A literacy-STEM hub checks every box. A new ceiling in an old building checks none.

Passion for Progress, Kids First

Mayor, you've spoken eloquently about Lawton's commitment to Passion for Progress and Kids First. Tonight, I'm asking this Council to prove those aren't just slogans—they're our governing principles.

Kids First means creating spaces where children and families feel safe, inspired, and empowered to learn. It means thinking about what our students will need not just next year, but in 2040, in 2060.

Passion for Progress means having the courage to question conventional wisdom. It means looking at a repair estimate and asking: "Is this the smartest use of public funds, or are we just doing what's easiest?"

Kids First provides the purpose. Passion for Progress provides the momentum. Together, they define why Lawton should build smarter, safer, and stronger—for the next generation.

The Motion I Urge You to Support

I'm not asking this Council to make a final decision tonight. I'm asking you to make an informed one.

The motion I would like to make is straight forward:

Direct the City Manager to defer any major maintenance or repairs and replacements at the Main Library until such time as a committee formed by the Mayor has had an opportunity to look at

all the opportunities and options available and brings back to this council within 120 days a recommended path forward.

120 days. That's all we're asking. Four months to examine:

- Life-cycle costs for all three options
- Community impact assessments
- Grant and funding opportunities
- Energy savings projections
- Operational efficiencies

Let's compare apples to apples. Let's quantify the benefits. Let's explore every possibility before we commit to a path we can't reverse.

A Building Should Last Longer Than a Car

Council, we expect our personal vehicles to last 10 to 15 years. Are we really going to make a public investment that gives us only 5 to 10 years of useful life? Are we going to settle for half-measures when we have the opportunity—right now, today—to create something with a 30 to 40-year functional life?

Our children and grandchildren will judge us by the decisions we make tonight. They'll ask whether we had vision or whether we just kicked the can down the road. They'll ask whether we spent their tax dollars wisely or whether we took the easy path.

The Time to Act Thoughtfully Is Now

I've heard some say, "We need to move fast. The library needs repairs." And yes, it does. But friends, we've operated this building

for 52 years. 120 more days of thoughtful study won't bring the roof crashing down. What might crash down is our credibility if we rush into a major capital expenditure without proper due diligence.

The Central Plaza facility isn't going anywhere. FYSI is in the planning stages as we speak and would be ready for collaborating when designing and building phases begin if that is the final decision. The grant opportunities are available now. This is the perfect time—the only time—to make this decision with our eyes wide open.

The Question We Must Answer

Here's what it comes down to: Do we want to repair an outdated building, or do we want to create a 21st-century learning environment that serves multiple generations, saves taxpayer money, revitalizes downtown, and positions Lawton as a forward-thinking community?

Do we want to spend limited capital dollars on systems that will be obsolete before they're paid off, or do we want to leverage existing investments and create something extraordinary?

Do we want to tell our children that we did what was convenient, or that we did what was right?

A Personal Appeal

Mayor, Council Members:

I know some of you may feel pressure to approve the repairs tonight. I know staff has worked hard on these plans. I know there's an institutional desire to move forward.

But I'm asking you— as a fellow servant of this community, as someone who cares deeply about Lawton's future—to take a breath. To ask for more information. To demand the comprehensive analysis that a decision of this magnitude deserves.

Vote yes on the study. Give the Committee 120 days to bring us real data, real cost comparisons, and real alternatives. Give us the information we need to make a choice we can be proud of for the next 50 years.

Conclusion

In 1973, when our current library was built, personal computers didn't exist. The internet was years away. Digital books were science fiction. The leaders who built that facility did the best they could with what they knew.

Now it's our turn. We know things they didn't. We have options they didn't. We have an opportunity to create something that reflects not just where libraries have been, but where they're going.

Let's not squander that opportunity with a hasty decision. Let's not settle for adequate when we could achieve excellent. Let's not patch when we could transform.

I urge you to support the motion for a comprehensive study. Let's give ourselves and this community the gift of thoughtful, strategic planning.

Our children are watching. Our grandchildren will inherit what we build—or what we fail to build—today.

Let's make them proud.

Item Title:

Consider approving an ordinance pertaining to Utilities, Amending Sections 22-4-1-410 And 22-4-1-412 , both in Division 22-4-1, Article 22-4, Chapter 22, Lawton City Code 2015 by adding provisions for abandoned shopping carts to be considered bulk waste, clarifying bulk waste terminology and setting fees as such, providing for severability and establishing an effective date.

Initiator: Michael Watrous, Director, Stan Booker, Mayor

Information Source: Michael Watrous, Director

Background:

The attached ordinance amends Sections 22-4-1-410 and 22-4-1-412 of the Lawton City Code to address the handling of abandoned shopping carts within the city. The amendment designates abandoned shopping carts as bulky waste for the purpose of collection and disposal, establishing related service fees within the existing solid waste fee schedule. In addition, the ordinance updates terminology to ensure consistency between “premium bulky waste” and “special collection” language used throughout the code. These revisions aim to improve service efficiency, support cleaner public spaces, and provide a clear mechanism for cost recovery associated with the removal of abandoned shopping carts.

Correlation to the True North Statement:

Safe Community

Exhibit:

Ordinance 25-

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the ordinance, waive the reading of the ordinance, and read the title only.

ATTACHMENTS:

1. Chap 22 SHOPPING CART ORDINANCE (1)(10.31.25)

ORDINANCE NO. 2025-__

AN ORDINANCE PERTAINING TO UTILITIES, AMENDING SECTIONS 22-4-1-410 AND 22-4-1-412 , BOTH IN DIVISION 22-4-1, ARTICLE 22-4, CHAPTER 22, LAWTON CITY CODE 2015 BY ADDING PROVISIONS FOR ABANDONED SHOPPING CARTS TO BE CONSIDERED BULK WASTE, CLARIFYING BULK WASTE TERMINOLOGY, AND SETTING FEES AS SUCH, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. Section 22-4-1-410 is hereby amended in Chapter 22 of the Lawton City Code to read as follows:

22-4-1-410 - Bulky waste collection service.

A. Bulky waste collection services will be provided to one- and two-family residential utility account customers once monthly. Each of the collections shall be limited to a maximum volume of four (4) cubic yards. Length, width, and height values of bulky waste materials for the purpose of calculating volume shall be measured at the greatest dimension of the waste. Fees shall be assessed for any additional residential bulky waste set out beyond four (4) cubic yards up to a maximum of eight (8) cubic yards at the rates established in the fee schedule. Bulky waste volumes set out for collection in excess of eight (8) cubic yards significantly delay overall collection services and may not be collected on the regularly scheduled day but shall automatically be arranged to be collected at the City's convenience subject to the special collection ~~premium~~ bulky waste collection rate established in the fee schedule.

B. For special collection ~~premium~~ bulky waste collection fees as stated in the fee schedule, non-residential utility account customers, including multi-family accounts, may schedule bulky waste collection. One- and two- family residential utility account customers may also request bulky waste collection services at times other than the regularly scheduled collection date for this special collection ~~premium~~ fee.

C. Fees for special collection ~~premium~~ bulky waste collection services shall be charged to the monthly utility bill for the address of the property or property frontage containing the waste.

D. Specific waste materials eligible for collection as bulky waste are as identified in the Solid Waste Set Out Guide.

E. Any item identified in the solid waste set out guide as non-collectible waste may not be collected on the regularly scheduled day but shall automatically be arranged to be collected at the city's convenience subject to the special collection ~~premium~~ bulky waste collection rate established in the fee schedule.

F. All bulky waste items shall be set within ten (10) feet of the street curb or edge of pavement, in the street right-of-way, but outside of the street pavement, on the frontage of the property being

served, at least five (5) feet away from obstacles such as mailboxes, fences, water and gas meters, parked cars, power poles, guy wires, fire hydrants, and signs to allow for mechanized pickup. Items also shall not be placed under trees, power lines, or other overhead obstacles. The city assumes no responsibility to repair lawns or landscaping damaged by collection of bulky waste set out for collection. Placement of bulky waste materials at locations where obstructions impede the delivery of service may not be collected on the regularly scheduled day but shall automatically be arranged to be collected at the city's convenience subject to the special collection ~~premium~~ bulky waste collection rate established in the fee schedule. Determining whether bulky waste collection is impeded by obstacles will be made at the discretion of the waste management crew on site.

G. Bulky waste materials shall be placed at curbside not later than 7:00 A.M. on the day of and no sooner than three (3) days prior to the designated collection date. Placement of bulky waste materials at curbside other than during these specified times shall automatically result in a special collection ~~premium~~ bulky waste collection subject to additional charges as established in the fee schedule.

H. Abandoned shopping carts declared as a nuisance shall be considered bulky waste and collected and charged a fee, in accordance with the fee schedule.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

SECTION 3. Effective Date. The provisions of this ordinance shall become 30 days after its passage.

ADOPTED AND APPROVED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA THIS ____ DAY OF ____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:
(SEAL)

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____ 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

ORDINANCE NO. 2025-__

AN ORDINANCE PERTAINING TO UTILITIES, AMENDING SECTIONS 22-4-1-410 AND 22-4-1-412 , BOTH IN DIVISION 22-4-1, ARTICLE 22-4, CHAPTER 22, LAWTON CITY CODE 2015 BY ADDING PROVISIONS FOR ABANDONED SHOPPING CARTS TO BE CONSIDERED BULK WASTE, CLARIFYING BULK WASTE TERMINOLOGY, AND SETTING FEES AS SUCH, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance updated the wording of “premium bulky waste” to match the fee working of “special collection” and includes provisions for a bulky waste fee for abandoned shopping carts.

ADOPTED and APPROVED by the City Council of Lawton, Oklahoma this
____ day of _____ 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this ____ day of _____, 2025.)

Item Title:

Consider approving an ordinance pertaining to Nuisance and Health, amending Divisions 15-1-101, 15-1-118, and 15-1-119, and creating Division 15-1-120, all in Article 15-1, Chapter 15, Lawton City Code 2015 by adding definitions, changing numbering, adding shopping cart provisions concerning unlawful possession, and requiring retailers to play an active role in the public nuisance of abandoned shopping carts within the city, providing for codification, providing for severability and establishing an effective date.

Initiator: Michael Watrous, Director, Stan Booker, Mayor

Information Source: Michael Watrous, Director

Background:

The attached ordinance amends multiple divisions within Article 15-1, Chapter 15 of the Lawton City Code to strengthen the City's ability to address the public nuisance of abandoned shopping carts. The amendment adds new definitions for "abandoned cart," "retailer," and "shopping cart," reorganizes existing code sections, and creates Division 15-1-120 to establish clear procedures and responsibilities for nuisance abatement.

The ordinance requires retailers to take an active role in preventing the abandonment of shopping carts by marking carts with the retailer's name, posting signage prohibiting cart removal, and promptly retrieving carts once notified by City staff. Failure to retrieve carts may result in the City classifying them as bulk waste under Chapter 22 and charging the associated removal fees.

These updates aim to reduce urban blight, improve public safety, and ensure that retailers share in the responsibility of maintaining clean and orderly public spaces throughout the community.

Correlation to the True North Statement:

Safe Community

Exhibit:

Ordinance 25-

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the ordinance, waive the reading of the ordinance, and read the title only.

ATTACHMENTS:

1. Chap 15 SHOPPING CART ORDINANCE (10.31.25)

ORDINANCE NO. 2025-__

AN ORDINANCE PERTAINING TO NUISANCE AND HEALTH, AMENDING DIVISIONS 15-1-101, 15-1-118, AND 15-1-119, AND CREATING DIVISION 15-1-120, ALL IN ARTICLE 15-1, CHAPTER 15, LAWTON CITY CODE 2015 BY ADDING DEFINITIONS, CHANGING NUMBERING, ADDING SHOPPING CART PROVISIONS CONCERNING UNLAWFUL POSSESSION, AND REQUIRING RETAILERS TO PLAY AN ACTIVE ROLE IN THE PUBLIC NUISANCE OF ABANDONED SHOPPING CARTS WITHIN THE CITY, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. Section 15-1-101 is hereby amended in Chapter 15 of the Lawton City Code to read as follows:

15-1-101 - Definitions.

A. As used in this chapter, the following terms shall have the meanings respectively ascribed to them herein. This section shall not apply to preexisting agricultural activities

1." Abandoned Cart" means any shopping cart located off the premises of the retailer to whom it belongs, and not in the possession of the retailer's employee or authorized agent.

2. 4. Abandoned sign" - see definition in Section 18-9-1-902 of this code.

3.-2. "Administrative officer" means the building official/code official of the city, as defined in Chapter 1 of this code, or his designee.

4.-3. "Antique or classic vehicle" means any motor vehicle twenty-five (25) years of age or older, based upon the date of manufacture thereof, that is valued in excess of two thousand five hundred dollars (\$2,500.00) as established by the National Automobile Dealers Association Official Guide Average Retail Price of the vehicle and shall be in operable condition including but not limited to having a current registration.

5.-4. "Blighting influence" means the maintaining of the exterior of a building or structure in a condition that, if not corrected, would or could cause surrounding buildings and structures to become likewise maintained leading to an overall deterioration of the surrounding area. Such a condition would include failing to remove, allowing to remain or permitting graffiti on the exterior of any building or structure.

6.-5. "Cleaning" means the removal of trash or weeds, or both, from property.

7.-6. "Dead tree limb" means any tree limb, branch or twig which is dead or in such an advanced state of disease that a reasonable question exists regarding the tree limb's ability to remain aloft and attached to the tree and which creates a safety hazard to persons or vehicles standing or passing beneath such limb.

8.-7. "Dilapidated sign" - see definition in Section 18-9-1-902 of this code.

9.-8. "Hearing officer" means the city manager or his designee.

~~10.-9.~~ "Junk " means every kind of previously used or secondhand rags, sacks, bottles, cans, paper, machinery, vehicles, vehicle parts, rubber goods, metal and all other similar articles of whatsoever nature or kind.

~~11.-10.~~ "Junk vehicle" means any vehicle, as defined herein, which is wrecked, dismantled, partially dismantled, inoperative, deteriorated, decayed, lacks parts or maintenance necessary for operation, abandoned, bearing no state registration or bearing a state registration that is more than three (3) months out of date, or having a value less than one thousand dollars (\$1,000.00) as established by the National Automobile Dealers Association Official Guide adjusted for the condition of the vehicle.

~~12.-11.~~ "Low hanging limb" means any limb, branch, twig, or tree foliage situated eight (8) feet or less above any sidewalk or fourteen (14) feet or less above any street, alley, public way or utility easement. Suspected low hanging limbs are herein defined are measured from a point on the low tree limb closest to the ground perpendicular to the public property or public way immediately below.

~~13.-12.~~ "Major overhaul" means repair of a vehicle when components are removed for overhaul or repair such as, but not limited to, the engine, transmission, rear end suspension assembly, or body components.

~~14.-13.~~ "Nuisance" means unlawfully doing an act, or omitting to perform a duty, which act or omission either:

- a. Unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace, or safety of others; or
- b. Unlawfully interferes with, obstructs or tends to obstruct or render dangerous for passage, any lake or navigable river, stream, canal or basin, or any public park, square, street or other public property; or
- c. In any way renders other persons insecure in life or in the use of property, provided; or
- d. Offends decency.

~~This section shall not apply to preexisting agricultural activities~~

~~15.-14.~~ "Owner" or "property owner" means the owner of record as shown by the most current tax rolls of the county treasurer.

~~16.-15.~~ "Park or parking" means a temporary placement of a vehicle when not in use.

~~17. "Premises" means the parcel of property owned, leased or operated by the retailer, including parking areas.~~

~~18.-16.~~ "Private property" means any real property which is not a public way or public property.

~~19.-17.~~ "Private nuisance" means any nuisance not otherwise meeting the criteria of a public nuisance.

~~20.-18.~~ "Public nuisance" means a nuisance which affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon the individuals may be unequal.

~~21.-19.~~ "Public place" means any enclosed indoor area where individuals other than employees are invited or permitted. Private residences, homes, or apartments shall not be considered a public place.

~~22.-20.~~ "Public property" or "public right-of-way" means that real property over which the state or any subdivision of the state exercises control and dominion or which the state or any subdivision of the state has beneficial interest.

~~23.-21.~~ "Public way" means any sidewalk, street, alley, right-of-way or easement.

~~24.~~ "Retailer" means any business that makes shopping carts available to customers.

~~25.-22.~~ "Shopping Cart" means a basket or wheeled device provided by a retail establishment for customer use in transporting goods.

~~26.-22.~~ Sign" shall have all of the meanings for the various types of signs as defined in Section [18-9-1-902](#) of this code.

~~27.-23.~~ "Smoking" means the carrying or possession by a person of a lighted cigar, cigarette, pipe or other lighted smoking device.

~~28.-24.~~ "Store or storage" means the placement of a vehicle on private property in excess of seventy-two (72) hours.

~~29.-25.~~ "Tattoo" means to insert pigment under the surface of the skin of a human being, by pricking with a needle or otherwise, so as to produce a permanent indelible mark or figure visible on the skin. Provided, however, that the provisions hereof shall not apply to any act performed by a licensed practitioner of the healing arts.

~~30.-26.~~ "Trash" means any refuse, litter, ashes, leaves, broken, dead or detached limbs and branches, cut or uprooted vegetation, debris, paper, combustible materials, rubbish, offal, waste, junk or matter of any kind or form which is uncared for, discarded or abandoned.

~~31.-27.~~ "Vehicle" means a device in, upon, or by which any person or property is or may be transported, except devices designed to be moved by human power or used exclusively upon stationary rails or tracks, the term shall include, but not be limited to, automobiles, buses, motorbikes, motorcycles, motor scooters, trucks, tractors, go-carts, boats, trailers, and campers.

~~32.-28.~~ "Vehicle owner" means the most current title holder of a vehicle as recorded pursuant to applicable state recording statutes..

~~33.-29.~~ "Weeds" includes all vegetation at any stage of maturity which:

a. Exceeds twelve (12) inches in height, except healthy trees, shrubs or produce for human consumption or vegetation in a tended and cultivated garden unless such vegetation by its density or location constitutes a detriment to the health, benefit and welfare of the public and interferes with the mowing of said weeds;

b. Regardless of height, harbors, conceals or invites deposits or accumulation of refuse or trash;

- c. Harbors rodents or vermin;
- d. Gives off unpleasant or noxious odors;
- e. Constitutes a fire or traffic hazard; or
- f. Is dead or diseased.

The term "weed" does not include tended crops on land zoned for agricultural use which are planted more than one hundred fifty (150) feet from a parcel zoned for other than agricultural use

SECTION 2. Division 15-1-118 is hereby amended in Chapter 15 of the Lawton City Code to read as follows:

~~15-1-118 – Abatement by suit in district court.~~

~~In cases where it is deemed impractical to summarily abate a nuisance, the city may bring suit in the district court.~~

15-1-118 – Shopping Carts

Abandoned shopping carts on public and private property constitute a public nuisance, create traffic and safety hazards, contribute to urban blight, and impose unnecessary costs upon the City. The purpose of this Article is to establish reasonable regulations for the identification, containment, and retrieval of shopping carts, to place responsibility on retailers to prevent abandonment, and to provide for cost recovery when the City is required to abate the nuisance.

1. Cart Removal

a. It is unlawful for any person to cause or permit any cart to be abandoned on or upon any sidewalk, street or other public area, or any private property, other than the premises of the owner of such cart.

b. It is unlawful for any person, either temporarily or permanently, to remove a cart from the premises of the owner of such cart, or to be in possession of a cart that has been removed from the premises of the owner of such cart, which is properly marked in conformity with this article, without the written consent of the owner or otherwise exempted by city code. This section shall not apply to carts removed from the premises, with the consent of the owner, for the purposes of repair, maintenance or disposal.

2. Retailer's Responsibility

a. All shopping carts shall be marked with the retailer's name by the owning retailer.

b. Retailers shall post conspicuous signs at store exits notifying customers that removal of carts from the premises is unlawful.

c. Retailers shall be responsible to retrieve abandoned carts collected by the city at least monthly, paying such retrieval and storage fees as applicable.

d. Impounded carts shall be held for 30 days, after which the shopping carts may be disposed of in a manner decided by the City Manager.

e. Violations. Each violation of this section shall constitute a public nuisance and a separate violation of this Code. Each violation shall be punishable as provided in Section 1-1-119 of this Code.

SECTION 3. Division 15-1-119 is hereby amended in Chapter 15 of the Lawton City Code to read as follows:

15-1-119 – Procedure cumulative.

~~The procedures for abating nuisance prescribed by this chapter and by other provisions of law and ordinance shall be cumulative one to the other. The city may elect to follow any such procedure which is applicable in abating any particular nuisance.~~

15-1-119 - Abatement by suit in district court.

In cases where it is deemed impractical to summarily abate a nuisance, the city may bring suit in the district court.

SECTION 4. Division 15-1-120 is hereby created in Chapter 15 of the Lawton City Code to read as follows:

15-1-120 - Procedure cumulative.

The procedures for abating nuisance prescribed by this chapter and by other provisions of law and ordinance shall be cumulative one to the other. The city may elect to follow any such procedure which is applicable in abating any particular nuisance.

SECTION 5. Codification. Division 15-1-120 shall be codified in Article 15-1, Chapter 15, Lawton City Code, 2015.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

SECTION 7. Effective Date. The provisions of this ordinance shall become 30 days after its passage.

ADOPTED AND APPROVED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA THIS ____ DAY OF ____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:
(SEAL)

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____ 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

ORDINANCE NO. 2025-__

AN ORDINANCE PERTAINING TO NUISANCE AND HEALTH, AMENDING DIVISIONS 15-1-101, 15-1-118, AND 15-1-119, AND CREATING DIVISION 15-1-120, ALL IN ARTICLE 15-1, CHAPTER 15, LAWTON CITY CODE 2015 BY ADDING DEFINITIONS, CHANGING NUMBERING, ADDING SHOPPING CART PROVISIONS CONCERNING UNLAWFUL POSSESSION, AND REQUIRING RETAILERS TO PLAY AN ACTIVE ROLE IN THE PUBLIC NUISANCE OF ABANDONED SHOPPING CARTS WITHIN THE CITY, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance reaffirms that the theft of shopping carts is illegal, but also that retail establishments also have a role in the shopping cart nuisance throughout the city and establishes minimum requirements on such establishments to define their role.

ADOPTED and APPROVED by the City Council of Lawton, Oklahoma this _____ day of _____ 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2025.)

Item Title:

Receive a report from the Housing & Community Development Administrator regarding the current status of a Tenant Based Rental Assistance (TBRA) with the Lawton Housing Authority (LHA) and take action as deemed necessary.

Initiator: Larry Parks, Director, Charlotte Brown, Deputy Director

Information Source: Robert Burns, Housing Administrator, Kristy Dement, Housing Development Specialist

Background:

In consideration of tasks performed by Lawton Housing Authority (LHA), and between the dates of 1 February 2024 and 30 June 2024, LHA is seeking to recover \$86,029.

While in preparation of asking for this reimbursement, the Housing & Community Development (HCD) office discovered that:

- There was no Agreement from which such claim could be drawn against: the agreement previous to these dates between the City of Lawton and Lawton Housing Authority (LHA) was executed in 2019 and expired in 2021. (See the attached email thread)
- From September 2022 to December 2023, HCD has records of payments made to LHA absent an agreement.
- The latest Agreement between LHA and the City of Lawton was signed 3 October 2024, with one amendment signed 6 June 2025, having no bearing on the above request.
- LHA has requested that the \$86,029 be refunded for the time frame of 1 February 2024 thru 30 June 2024.
- No agreement has been approved or started for FY26 due to the fact that the HOME funds have not yet been received by the City of Lawton.

Correlation to the True North Statement:

Transparency

Exhibit:

Agreement to Administer and Operate an Affordable Housing Project dated August 8, 2019, with one amendment (unsigned)

Affidavits for Payments from September 2022 to December 2023

Email Thread from Anan Richmond, LHA Executive Director

Key Issues:

Does Council want to approve an agreement to reimburse the TBRA during the time frame of February 2024 to June 2024?

Funding Source:

HOME Funding

Recommended Action:

Receive the report from the Housing and Community Development Administrator and take action as deemed necessary to include directing staff to create a new agreement to recover or reimburse \$86,029 to Lawton Housing Authority from 2024 that was never paid.

ATTACHMENTS:

1. Exhibits

**AGREEMENT TO ADMINISTER AND OPERATE AN AFFORDABLE RENTAL
HOUSING PROJECT BY A SUBRECIPIENT**

WHEREAS, the City of Lawton, Oklahoma deems it desirable to enter into an agreement with the Lawton Housing Authority, named herein, for administration and operation of an affordable rental housing project for very low-income families;

NOW, THEREFORE, in consideration of the payments to be made by the City of Lawton to the Lawton Housing Authority, the services to be performed by the Housing Authority of the City of Lawton, Oklahoma, and the mutual obligations set forth, herein, the parties mutually agree as follows:

This Agreement is made and entered into this 8th day of August, 2019, between the City of Lawton, Oklahoma, a Municipal Corporation, having a principal place of business at 212 SW 9th, Lawton, Oklahoma, hereinafter referred to as "CITY", and the Lawton Housing Authority, having a principal place of business at 609 SW "F" Avenue, Lawton, Oklahoma 73501, hereinafter referred to as "AGENCY", for the administration and operation of an affordable tenant-based rental assistance housing project, hereinafter referred to as "TBRA".

1. AVAILABILITY, FUNDING AND USE OF HOME FUNDS

- A. All payments to the AGENCY contemplated by this Agreement are to be made only from HOME Program funds made available to CITY by the U.S. Department of Housing and Urban Development (HUD) for use in the HOME Program. Notwithstanding any other provisions of this Agreement, payments to be made to the AGENCY pursuant to this Agreement are subject to the continued availability of such HOME Program funds. The CITY shall be the final authority as to the availability of HOME Program funds.
- B. It is expressly understood by the AGENCY that the national objective to be accomplished under this Agreement and the terms of the National Housing Act is to direct benefit to families of very low-income as they are defined in 24 CFR §92.203 to the exclusion of all others. Income limits will not exceed HUD'S published very-low income limits based on the limits in force and effect at the time of qualification of the applicant. Current HUD income limits are available at the Housing and Community Development (HCD) office.
- C. This Agreement provides both rental assistance funds in accordance with 24 CFR §92.209 and administrative funds in accordance with 24 CFR §92.207 for an affordable HOME TBRA housing project.
- D. The AGENCY is receiving HOME Program funds in the form of a grant. The AGENCY is acting as a sub recipient in accordance with the definition at 24 CFR §92.2. The AGENCY has been selected by the CITY to administer the CITY'S HOME TBRA project under this Agreement.
- E. In consideration of the tasks to be performed by the AGENCY under the terms of this Agreement, and subject to funding availability, the CITY shall allocate to the AGENCY an amount of rental assistance funds not to exceed One Hundred Ninety-Three Thousand and no/100 Dollars (\$193,000.00) and an amount of administrative funds not to exceed Seven Thousand and no/100 Dollars (\$7,000.00). Administrative funds' payments shall be three and one half (3.5) percent of the actual drawdown of total rental assistance funds based on the receipt of the monthly request for HOME TBRA checks.

- (1) AGENCY agrees that all expenditures of HOME Program funds provided to the AGENCY by the CITY pursuant to this Agreement shall be made solely in accordance with the budgets set forth below.

RENTAL ASSISTANCE BUDGET

Activity	Amount
Rental Administration	\$7,000.00
Rental Assistance	\$193,000.00
TOTAL	\$200,000.00

- (2) It is expressly understood that the AGENCY may not initiate any action, which would require an increase in the allocations provided in this Agreement. The AGENCY shall submit a written request for any increase in the allocations. The CITY must authorize and approve requests for any additional funds.
- F. The AGENCY shall in a satisfactory and proper manner, as determined by the CITY, undertake applicable tasks to be performed as described below utilizing the rental assistance funds in this Agreement in accordance with the terms and conditions as set forth herein and 24 CFR §92.209. It shall be the goal of this project to assist approximately forty-eight (48) families during the term of this Agreement. The quarterly goal will be six (6) eligible families. The allocated rental assistance funds shall be for the sole use of providing HOME TBRA to eligible families. None of the rental assistance funds shall be used for security or utility deposit assistance or for administrative purposes. Administrative cost has been set-aside and maybe applied towards Rental Assistance. The AGENCY shall:
- (1) Provide HOME TBRA only to very low-income families who reside or may wish to reside within the corporate limits of the City of Lawton beginning on August 1, 2019 and ending on July 31, 2021, unless this Agreement is renewed or extended by the CITY.
- (2) Provide HOME TBRA to eligible families selected in accordance with the AGENCY'S written tenant selection policies and criteria consistent with the following:
- (a) Ensure that at least 50 percent of assisted families qualify under one of three federal preferences listed below.
- i. Occupying substandard housing, including families that are homeless or living in a homeless shelter for families; or
 - ii. Paying more than 50 percent of their annual income for rent; or
 - iii. Are involuntarily displaced.

- (b) Ensure that assisted families qualify under the CITY'S established preferences for specific category or special needs to receive benefits.
 - i. The specific category includes families with abandoned spouses, displaced homemakers, welfare to work families, and displaced workers pursuing an education or job training.
 - ii. Special needs are defined as persons with disabilities, victims of domestic violence, homeless, and displaced persons.
- (3) Determine the annual family income in accordance with 24 CFR § 5.609 and adjusted gross income in accordance with 24 CFR §5.611 before assistance is provided. Income determinations are valid for up to six (6) months after determination of eligibility. During the period of assistance, the AGENCY must at least annually reexamine the family income, size and composition for eligibility.
- (4) Expend HOME TBRA subsidies only on units owned by private landowners. HOME TBRA will not be used to assist tenants in payments of fees charged or assessed in cooperative units.
- (5) Ensure that the program provides TBRA through a contract with the owner that leases a unit to an assisted family. The AGENCY must review and approve the lease as set forth in 24 CFR § 92.209 and § 92.253 (b).
- (6) Disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units in the CITY or the lease contains any of the prohibited provisions set forth in 24 CFR §§92.209 and § 92.253 (b).
- (7) Ensure that the monthly assistance provided complies with the requirements set forth in 24 CFR §92.209. The minimum tenant contribution to rent shall be Fifty and no/100 Dollars (\$50.00).
- (8) Ensure that the maximum subsidy for rent complies with the requirements set forth in 24 CFR §92.209. The CITY establishes for each unit size that the rent standard may not be less than 80 percent of the published Section 8 existing housing Fair Market Rent (FMR) nor more than the FMRs based on the limits in force and effect at the time. The City establishes for each unit size, that the rent standard may not be less than 80 percent of the published existing housing fair market rent (FMR) nor more than the FMR's based on the limits in force and effect at the time.
- (9) Ensure that housing occupied by HOME TBRA recipients meet the housing quality standards (HQS) as set forth in 24 CFR §982.401. The AGENCY must inspect the housing at the time of application and re-inspect the housing at least annually.
- (10) Ensure that the AGENCY assists potential clients of this project from the established AGENCY Section 8 waiting list as set forth in 24 CFR §92.209.

- G. The AGENCY shall in a satisfactory and proper manner, as determined by the CITY, undertake applicable tasks to be performed as described below in this Agreement in accordance with the terms and conditions as set forth herein and 24 CFR §92.207. The AGENCY shall administer the project in accordance with the "Section 8 Voucher Program Model" and provide such equipment and services as are necessary to operate it for the period specified in this Agreement. Funding shortages prohibit the allowance of administrative funds.
- H. The AGENCY is solely responsible for insuring that the use of all HOME Program funds released pursuant to this Agreement comply with all applicable federal, state, and municipal statutes, regulations and/or other legal authorities, as may be modified or amended during the term of this Agreement, or extension thereof, relating to the expenditure or use of said HOME Program funds.

2. PROGRAM INCOME

- A. The AGENCY shall comply with the program income requirements of 24 CFR § 92.503. Program income is defined at 24 CFR §92.2 as gross income received by the AGENCY, which is directly generated from the use of HOME Program funds. If the AGENCY receives such program income, the AGENCY will record and track program income receipts, if any, as part of the financial transactions of the project. The AGENCY agrees that program income along with interest earned, if any, generated using HOME Program funds shall be returned to CITY within thirty (30) working days of receipt.
- B. Any program income and/or any interest thereon on hand when the Agreement is terminated or expires, or which is received after the Agreement's termination or expiration, shall be paid to the CITY. Such payment shall be made by the AGENCY within (30) working days after termination or expiration of the Agreement, or in the case of receipts after termination or expiration, within (30) working days after such termination, expiration, or receipt.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. The AGENCY shall comply with the Uniform Administrative Requirements, as applicable, set forth in 24 CFR §92.505 and the audit requirements in 24 CFR §92.506.

(1) 24 CFR Part 85 requirements:

- (a) 85.6, Additions and exceptions.
- (b) 85.12, Special grant or sub grant conditions for "high-risk" grantees.
- (c) §85.20, Standards for financial management systems.
- (d) §85.22, Allowable costs.
- (e) §85.26, Non-federal audit.
- (f) §85.32, Equipment.
- (g) §85.34, Copyrights.
- (h) §85.36, Procurement.
- (i) §85.43, Termination for cause
- (j) §85.44, Termination for convenience,
- (k) §85.51, Later disallowances and adjustments.

(1) §85.52, Collection of amounts due.

- (2) The AGENCY shall comply with the applicable requirements of OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", OMB Circular A-87 establishes principles and standards to provide a uniform approach for determining costs and to promote effective program delivery, efficiency, and better relationships between governmental units. The principles are for determining allowable costs only. They are not intended to identify the circumstances or to dictate the extent of federal and governmental unit participation in the financing of a particular award.
- (3) The AGENCY shall comply with the applicable requirements of OMB circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Profit Organization". OMB Circular A-133, set forth standards for obtaining consistency and uniformity for the audit of non-federal entities expending federal awards. The AGENCY shall submit to the CITY a copy of any audit reports [within thirty (30) days of receipt] pertaining to the use of HOME Program funds. In the event an audit results in the determination that the AGENCY has expended funds on disallowed costs, the CITY shall require the AGENCY to reimburse the CITY in full for any and all such costs.
- (4) OMB Circulars referenced in this section may be obtained from:

Executive Office of the President
Publication Services
725 17th Street, N.W. Suite G-2200
Washington, DC 20503

4. OTHER PROGRAM REQUIREMENTS

The AGENCY shall comply with the "Other Federal Requirements" of 24 CFR Part 92.614.

- (1) Nondiscrimination: No person shall on the grounds of race, color, national origin, religion, age, sex, sexual orientation, status as a parent, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Program funds.
- (2) Lobbying: No federal funds may be expended by the recipient of a cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, and employee of a Member of Congress or an official or employee of the CITY in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (3) Debarment and Suspension: The AGENCY shall comply with the non-procurement debarment and suspension common rule in accordance with 24 CFR §85.35. This common rule restricts contracts with certain parties that are debarred, suspended, or

otherwise excluded from or ineligible for participation in federal assistance programs or activities.

- (4) Drug-Free Workplace: The AGENCY shall comply with the requirements of the Drug-Free Workplace Act of 1988.
- (5) Minority Outreach: The AGENCY shall establish procedures acceptable to the CITY for a minority outreach program to encourage the inclusion of minorities and women, and entities owned by minorities and women in all contracts entered into by the AGENCY with such persons or entities in order to facilitate the activities of the AGENCY to provide affordable housing.
- (6) Displacement and relocation: The AGENCY shall ensure that it takes all reasonable steps to minimize the displacement of persons because of a project assisted with HOME Program funds.
- (7) Lead-based paint: The AGENCY shall comply with the applicable requirements of the Lead-Based Paint Poisoning Prevention Act.
- (8) Conflict of Interest: The AGENCY shall comply with the requirements of 24 CFR §92.356.
 - a. In the procurement of supplies, equipment, and services by the AGENCY, the conflict of interest requirements in 24 CFR §85.36 shall apply. In all cases not governed by 24 CFR §85.36, the requirements of 24 CFR §92.356 apply.
 - b. No governing board member, director, officer, agent, consultant, employee, contractor or subcontractor of the AGENCY who exercises, or who is in a position to participate in the decision-making process, or gain inside information may obtain any interest, direct or indirect, in the HOME project covered by this Agreement or the proceeds thereunder, either for the enumerated persons or those with whom they have family or business ties during their tenure or for one year thereafter. If the AGENCY becomes aware of any of the enumerated person having a prohibited interest in or is receiving any benefit from HOME-assisted activities, HOME Program funds and HOME project covered by this Agreement, the AGENCY shall immediately notify the CITY.

5. REQUEST FOR DISBURSEMENT OF FUNDS

- A. No costs or use of HOME Program funds shall be incurred or disbursed in connection with the HOME TBRA project until the AGENCY has received a written "Notice to Proceed" from the CITY'S Housing and Community Development (HCD) office.

- B. The AGENCY agrees not to request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- C. The CITY shall not be liable to the AGENCY for any cost incurred by the AGENCY that are ineligible costs, as set for the in 24 CFR §92.214.
- D. The AGENCY will submit periodic claims for reimbursement using the formats as prescribed by the HCD office. An official authorized in writing by the AGENCY'S governing body must sign the claim forms. The following report formats can be acquired at the CITY'S HCD office and shall be followed:
 - 1. Request For Administrative Payment
 - 2. Request For Assistance Checks
 - 3. Affidavit, Required for Claims Of \$1,000.00 or More
 - 4. Rent Assistance Checks Request Attachment

6. REVERSION OF ASSETS

Upon the expiration or termination of the Agreement the AGENCY shall transfer to the CITY any HOME Program funds, including program income, on hand at the time of expiration, any accounts receivable attributable to the use of HOME Program funds, and any equipment under the AGENCY'S control that was acquired or improved in whole or in part with HOME Program funds.

7. RECORDS, REPORTS, AND MONITORING

- A. The AGENCY shall furnish to the CITY'S HCD all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions. The AGENCY shall provide other reports deemed reasonably necessary by HCD.
- B. The AGENCY shall furnish a quarterly report during the term of this Agreement to the CITY'S HCD. The report format shall be the same as the Tenant-Based Rental Assistance Project Set-Up Report (HUD Form 40095 at <http://www.hud.gov/offices/adm/hudclips/forms/files/40095.pdf> or a similar form that captures the same data. The CITY shall use such data and information to evaluate the impact of the AGENCY'S service to very low-income families. This information shall be mailed to: City of Lawton, Housing and Community Development, ATTN: Administrator, 1405 SW 11th Street, Lawton, OK. 73501.
- C. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the AGENCY'S performance and operation of the HOME-assisted project to be performed under this Agreement. The AGENCY shall provide timely access to all of the mentioned entities, which shall have the right to inspect any and all records, books, documents, or papers of the AGENCY and the contractors of the AGENCY, for the purpose of making audit examination.

- D. CITY shall, throughout the term of the Agreement and any extension thereof, monitor and evaluate the financial feasibility and progress of the AGENCY'S project and the AGENCY'S continuing fiscal responsibility and the AGENCY'S compliance with HOME Program requirements and terms and conditions of the Agreement. Such monitoring and evaluation shall not in any manner, relieve or waive any obligations of the AGENCY under this Agreement or pursuant to applicable state and federal statutes, city ordinances, regulations and rules. Any representation to the contrary by the AGENCY to any third party is strictly prohibited and may be grounds for the termination of this Agreement by the CITY.
- E. The AGENCY shall establish an accurate, complete, and orderly system of record keeping pursuant to 24 CFR §92.508 including but not limited to:
- (1) Administrative Records;
 - (2) Financial Records;
 - (3) Debarment Records;
 - (4) Description and location of the activity assisted with HOME funds;
 - (5) Documentation that the project meets a national objective;
 - (6) Eligibility determination for each recipient of the project.

8. ENFORCEMENT OF AGREEMENT

- A. This Agreement commences on August 1, 2019 and shall terminate July 31, 2021, unless this agreement is renewed or extended by the CITY, or this Agreement is terminated as specified below.
- B. This Agreement may be terminated or suspended in whole or in part at any time by the written agreement of the parties pursuant to 24 CFR §85.44. This Agreement may be terminated or suspended by the CITY, in whole or in part, for cause on accordance with the requirements of 24 CFR §85.43, after notice and an opportunity for the AGENCY to present reasons why such action should not be taken. Grounds constituting causes include, but are not limited to: the AGENCY fails to comply with the requirements of this Agreement or with any applicable laws, regulations, guidelines, or procedures, or is unduly dilatory in executing its commitments under this Agreement or a prior Agreement with CITY, including, but not limited to, submission of required reports due, resolution of monitoring findings, and monitoring results; purposes for the HOME funds have not been or will not be fulfilled or would be illegal to carry out; and the AGENCY has submitted incorrect or incomplete documentation pertaining to this Agreement.
- C. In the event CITY must initiate proceedings to enforce the terms and conditions of this Agreement or seek redress for damages caused by the AGENCY'S breach of this Agreements CITY shall be entitled to recover all costs, including without limitation, court costs and attorneys fees, incurred in such proceedings.
- D. If the AGENCY fails to demonstrate to the CITY'S satisfaction that it has met the requirements of this Agreement, the City may take any or all corrective or remedial action as described below or allowed under law or equity.
1. The AGENCY shall prepare and follow a schedule of actions that are approved by the CITY for carrying out the affected activities, consisting

- of schedules, timetables, and milestones necessary to implement the project.
2. The AGENCY shall establish and follow a management plan that assigns responsibilities that is approved by the CITY for carrying out the remedial actions.
 3. CITY may cancel or revise activities likely to be affected by the performance deficiency.
 4. The AGENCY shall reimburse HOME Program funds to the CITY in any amount not used in accordance with the requirements of this Agreement.
 5. CITY may take necessary actions to suspend disbursement of HOME Program funds for affected activities.

9. WRITTEN AGREEMENTS

- A. The AGENCY shall execute a written agreement with the owner of rental housing for the use of HOME TBRA funds. The written agreement shall include the following:

1. The lease between a tenant and the owner of rental housing must be for not less than one year, unless by mutual agreement between the tenant and owner.
2. The terms of the rental assistance contract shall begin on the first day of the term of the lease and shall not exceed 24 months.
3. A rental assistance contract with the owner must terminate on the termination of the lease.
4. The tenant share of the rent, the AGENCY share of the rent, and payment condition shall be included.
5. The owner may not terminate the tenancy or refuse to renew the lease except for serious or repeated violation of the terms of the lease; for violation of applicable federal, state, or local laws; or for other good cause. The owner shall serve written notice to the tenant at least 30 days before the termination date.
6. The owner shall agree to maintain the unit to provide decent, safe, and sanitary housing that meets the HQS; the AGENCY shall have the right to inspect the unit at least annually; and the AGENCY shall have the right to terminate the rental assistance contract if the unit fails to meet HQS.
7. The agreement must contain the following requirements:
 - a. Nondiscrimination and compliance reviews.
 - b. Access to owner records for audits and examinations.
 - c. Rights of the AGENCY if the owner breaches contract.
 - d. The AGENCY'S relationship to third parties.
 - e. Conflict of interest provisions.

- f. Transfer of contract.
- g. Modification to contract.
- h. Warranty of legal capacity and condition of the unit.

- 8. The written agreement format at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_17092.pdf; or a similar format that captures the same data shall be used. A copy of the written agreement format is also available at the HCD office.

10. PERSONNEL POLICIES AND INTERNAL PROCEDURES

- A. Personnel policies and operating procedures of the AGENCY shall be the responsibility of and determined by the AGENCY; such policies and procedures shall be in accordance with applicable laws and regulations. Copies of such policies and internal operating procedures, including any amendments thereto, shall be furnished to the CITY.
- B. The AGENCY may enter into contracts for necessary assistance in completing the tasks to be performed under this Agreement. Such contracts shall be in accordance with applicable law and regulations; and further, the AGENCY shall be responsible for the work performed by such contractors and for all expenditures made under such contracts

11. INDEPENDENT CONTRACTOR STATUS

- A. The AGENCY is an independent contractor, notwithstanding any provisions of this Agreement, and shall be fully responsible for and shall have the sole and exclusive control of the AGENCY employees, contractors/subcontractors, and agents in the means and methods required in fulfilling obligation of the AGENCY under this Agreement.
- B. The AGENCY agrees to conduct itself in a manner consistent with such status and further agrees that it will neither hold itself out as nor claim to be an officer, employee or agent of the CITY by reason of the Agreement, and that it will not by reason of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer, employee or agent of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

12. INSURANCE

- A. General Liability: The AGENCY shall procure and maintain in full force and effect, for the term of this Agreement, a policy or policies under a comprehensive form, naming the CITY, as coinsured, covering the AGENCY and the AGENCY employees and the HOME project of the type and in the amounts required by this Agreement. The AGENCY shall have, during term of this Agreement, insurance in the minimum amount of Twenty-Five Thousand Dollars (\$25,000.00) for any claim or to any claimant who has more that one claim for loss of property arising out of a single act, accident or occurrence, One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to any claimant for their claim for any loss arising out of a single act, accident, or occurrence, and One Million (\$1,000,000.00) for any number of claims arising out of a single occurrence, accident. Liability insurance policy or policies shall be issued by an insurance company, duly licensed to do business in the State of Oklahoma and shall hold harmless and indemnify the CITY, its departments, boards, commissions, agencies, institutions and all the employees hereinbefore mentioned.

- B. **Workers' Compensation:** THE AGENCY shall procure and maintain in full force and effect, for the term of this Agreement, full workers' compensation insurance as required by state law protecting the AGENCY and its employees. If applicable, the AGENCY may provide a current certificate showing exemption from this requirement in lieu of proof of insurance coverage.
- C. **Proof of Insurance:** The AGENCY shall furnish the CITY with proofs of insurance showing the types, amounts and classes of operations covered, effective dates and dates of expiration of the policies. Such proof of insurance shall contain substantially the following statement: "The insurance covered by this certification will not be cancelled or materially altered, except after ten (10) days written notice has been received by the CITY."

13. INDEMNIFICATION AND HOLD HARMLESS

- A. The AGENCY understands and agrees while it is performing under this Agreement that it will hold harmless and indemnify the CITY, its officials, and employees against all claims and actions and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the AGENCY or its agents or employees.

14. MISCELLANEOUS

- A. **Interpretation and Enforceability:** should it become necessary to determine the meaning or otherwise interpret any word, phrase or requirement of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity, it is expressly agreed that except where definitions are provided by federal law then the laws of the state of Oklahoma shall control same.
- B. **Non-Waiver of Defaults:** any failure by the CITY, at any time, to enforce or require the performance of any of the terms or conditions of this Agreement, or to exercise a right hereunder, or to make payment or reimbursement to the AGENCY, shall not, nor shall it be construed to constitute a waiver or limitation of any terms, conditions or rights of the CITY or HUD hereunder or at law.
- C. **Binding Effect:** the terms and conditions of this Agreement shall extend and inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, trustees, successors, and assigns.
- D. **Ability and Experience:** The AGENCY certifies that it possesses experience, knowledge, and ability in conducting and performing the project, which is the subject of this Agreement and agrees to use such experience, knowledge, and ability in its prosecution and completion of this Agreement for the benefit of very low-income families. The AGENCY agrees to put forth its best efforts on behalf of very low-income families and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.
- E. **Agreement Composition:** This Agreement constitutes the entire agreement between the parties.

F. General: The captions and headings used in this Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

G. Points of Contact:

1. In the case of the AGENCY, the address is as follows:

Lawton Housing Authority
Attn: Rita Love, Executive Director
609 SW "F" Avenue
Lawton, Oklahoma 73501

2. In the case of the CITY, the address is as follows:

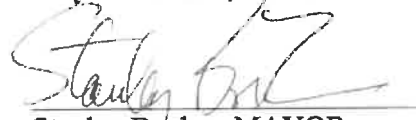
City of Lawton
Housing & Community Development
Attn: Administrator
1405 SW 11th Street
Lawton, Oklahoma 73501

15. MODIFICATION OR AMENDMENTS TO AGREEMENT

- A. Written agreement required: This Agreement may be extended, renewed or otherwise modified or amended only by the written agreement of the duly-authorized representatives of the CITY and AGENCY.
- B. Prior approval of CITY required: All proposed modifications or amendments to this Agreement, including the waiver of any provision herein, must be submitted to the CITY, in writing, and approved by the CITY prior to the desired effective date of the amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands this date and year first above written.

City of Lawton, Oklahoma


Stanley Booker, MAYOR

ATTEST:


Traci Hushbeck, CITY CLERK

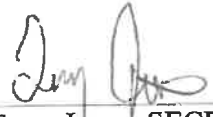
Approved as to Form and Legality on behalf of the City of Lawton this 8th day of August, 2019.


CITY ATTORNEY

Lawton Housing Authority


Lynda Bentley, CHAIRPERSON

ATTEST:


Terry Jones, SECRETARY



Hud # 2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

January 23, 2024

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of December 2023 for \$10237.43 is forwarded herewith. I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: Rita C. Love
Rita C. Love, Executive Director

Subscribed and sworn to before me this 23 day of January, 2024



Alice Meza
Notary

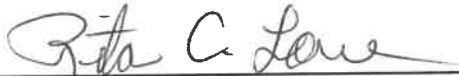
My Commission Expires: Oct. 2025
My Commission Number: 21014179

Lawton Support Services

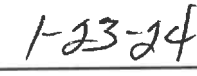
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of December 2023

Administration	\$439.43
Operations	\$9,798.00
Subtotal of Administration & Operations	\$10,237.43
Other	
Total Amount of Claim	\$10,237.43



Rita C. Love, Executive Director



Date

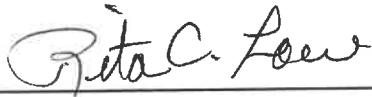


Lawton Support Services

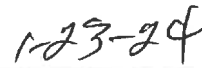
CLAIM PROCESSING SHEET

FOR THE PERIOD OF November 1, 2023 through November 30, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$350,044.40
6	Unexpended Balance	\$49,955.60
7	Amount of Current Claim	\$10,237.43
8	Remaining Unexpended Balance	\$39,718.17



Rita C. Love, Executive Director



Date



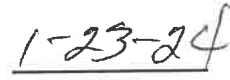
Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of December 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$9,798.00	\$346,888.00	\$386,000.00	\$39,112.00
M Admin Fee	\$439.43	\$13,393.83	\$14,000.00	\$606.17
Total	\$10,237.43	\$360,281.83	\$400,000.00	\$39,718.17


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Payment Amount: 10,237.43

data Taito RELEASED this invoice on 02/01/2024 at 16:31:02

rkflow

Bal \$32,536.04

Header

2023

22302104

Receiving

Open amount

32,536.06

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HOUSING AUTHORITY-LAWTON

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Dec 2023	Description	H
10,237.43	Status	P

date		Disc basis	.00	Check Run	
%	.000	Disc amt	.00		

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None Released 



Hand # 2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

2/2024 KD

January 23, 2024

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of November 2023 for \$10237.43 is forwarded herewith. I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director



and sworn to before me this 23 day of January, 2024

Alice M. [Signature]
Notary

My Commission Expires: Oct. 2025
My Commission Number: 21014179

Lawton Support Services

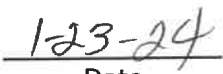
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of November 2023

Administration	\$439.43
Operations	\$9,798.00
Subtotal of Administration & Operations	\$10,237.43
Other	
Total Amount of Claim	\$10,237.43



Rita C. Love, Executive Director



Date

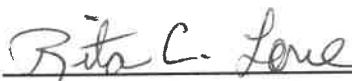


Lawton Support Services

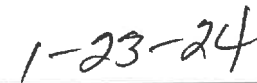
CLAIM PROCESSING SHEET

FOR THE PERIOD OF November 1, 2023 through November 30, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$339,806.97
6 Unexpended Balance	\$60,193.03
7 Amount of Current Claim	\$10,237.43
8 Remaining Unexpended Balance	\$49,955.60



Rita C. Love, Executive Director



Date

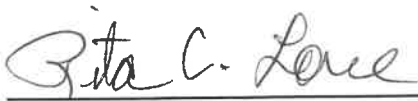


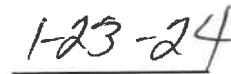
Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of November 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$9,798.00	\$337,090.00	\$386,000.00	\$48,910.00
M Admin Fee	\$439.43	\$12,954.40	\$14,000.00	\$1,045.60
Total	\$10,237.43	\$350,044.40	\$400,000.00	\$49,955.60


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Header

2023					
22302104	...	Receiving	Open amount	-	22,298.63
	...				
3064	...	HOUSING AUTHORITY-LAWTON			
0	...				
Nov	...			Description	Hud
	10,237.43			Status	Pend
date		Disc basis		Check Run	
			.00		
	...				

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02/01/2024 

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02/01/2024 



Hand # 2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

January 23, 2024

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

2-1-24
RD

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of October 2023 for \$12338.43 is forwarded herewith. I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: Rita C. Love
Rita C. Love, Executive Director

Subscribed and sworn to before me this 23 day of January, 2024



Alice Meza
Notary

My Commission Expires: Oct. 2025
My Commission Number: 21014179

Lawton Support Services

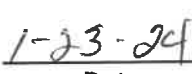
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of October 2023

Administration	\$483.43
Operations	\$11,855.00
Subtotal of Administration & Operations	\$12,338.43
Other	
Total Amount of Claim	\$12,338.43



Rita C. Love, Executive Director



Date

Lawton Support Services

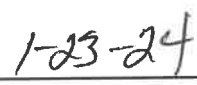
CLAIM PROCESSING SHEET

FOR THE PERIOD OF October 1, 2023 through October 31, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$327,468.54
6	Unexpended Balance	\$72,531.46
7	Amount of Current Claim	\$12,338.43
8	Remaining Unexpended Balance	\$60,193.03



Rita C. Love, Executive Director



Date


MT
1/23/24

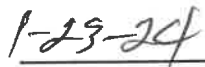
Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of October 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$11,855.00	\$327,292.00	\$386,000.00	\$58,708.00
M Admin Fee	\$483.43	\$12,514.97	\$14,000.00	\$1,485.03
Total	\$12,338.43	\$339,806.97	\$400,000.00	\$60,193.03


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Account	↑ Org	Object
1 E	HOME22 -4514-52090-	260451

Total Amount: 12,338.43 Payment Amount: 12,338.43

st Change

mata Taito RELEASED this invoice on 02/01/2024 at 16:25:31

Bal
42,773.49

orkflow

My Approvals Approve Reject Forward

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3064		HOUSING AUTHORITY-LAWTON	
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Oct 2023		Description	Hud# 23
12,338.43		Status	Pending
late	Disc basis	.00	Check Run
.000	Disc amt	.00	

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02/01/2024 

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02/01/2024 

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	751	02/08/2024	\$48,941.72

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
12/31/2023	Dec 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$10,237.43
11/30/2023	Nov	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$10,237.43
10/31/2023	Oct 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$12,338.43
09/30/2023	Sept 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$16,128.43

Gen. Ledger 2/15/24



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
829 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number
3064

Check Number
751

Check Date
02/08/2024

VOID 1 YEAR FROM DATE OF ISSUE

*** Forty-Eight Thousand Nine Hundred And Forty-One Dollars And Seventy-Two Cents ***

\$48,941.72

Pay To
The
Order Of
3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

Mayor - Stanley Booker

MP



Hud # 2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

January 23, 2024

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

2124
KP

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of September 2023 for \$16128.43 is forwarded herewith. I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

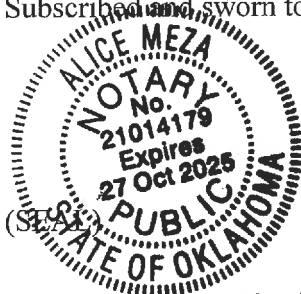
STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: Rita C. Love
Rita C. Love, Executive Director

Subscribed and sworn to before me this 23 day of January, 2024



Alice Meza
Notary

My Commission Expires: Oct. 2025
My Commission Number: 210 14179

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of September 2023

Administration	\$616.43
Operations	\$15,512.00
Subtotal of Administration & Operations	\$16,128.43
Other	
Total Amount of Claim	\$16,128.43


Rita C. Love, Executive Director

1-23-24
Date



Lawton Support Services

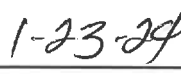
CLAIM PROCESSING SHEET

FOR THE PERIOD OF September 1, 2023 through September 30, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$311,340.11
6	Unexpended Balance	\$88,659.89
7	Amount of Current Claim	\$16,128.43
8	Remaining Unexpended Balance	\$72,531.46



Rita C. Love, Executive Director



Date



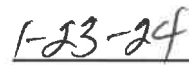
Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of September 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$15,512.00	\$315,437.00	\$386,000.00	\$70,563.00
M Admin Fee	\$616.43	\$12,031.54	\$14,000.00	\$1,968.46
Total	\$16,128.43	\$327,468.54	\$400,000.00	\$72,531.46


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Total Amount: 16,128.43 Payment Amount: 16,128.43

Last Change

Joimata Taito RELEASED this invoice on 02/01/2024 at 16:14:20

Bal \$5,111.92

Workflow

My Approvals Approve Reject Forward

8864

02/01/2024

2024

8

FEB

260

CDBG

260

10595

02/01/2024

0

Invoice Header

Year	2023		
PO	22302104	 Receiving	Open amount 55,111.92
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	751	02/08/2024	\$48,941.72

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
12/31/2023	Dec 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$10,237.43
11/30/2023	Nov	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$10,237.43
10/31/2023	Oct 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$12,338.43
09/30/2023	Sept 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$16,128.43

Gen. Ledger 2/15/24



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
829 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number
3064

Check Number
751

Check Date
02/08/2024

VOID 1 YEAR FROM DATE OF ISSUE

*** Forty-Eight Thousand Nine Hundred And Forty-One Dollars And Seventy-Two Cents ***

\$48,941.72

Pay To
The
Order Of
3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

Stanley Booker

Mayor - Stanley Booker

MP



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of August 2023 for \$18303.43 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

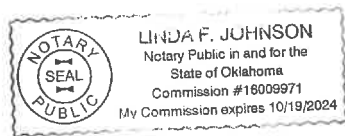
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

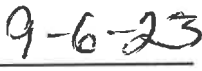
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of August 2023

Administration	\$572.43
Operations	\$17,731.00
Subtotal of Administration & Operations	\$18,303.43
Other	
Total Amount of Claim	\$18,303.43



Rita C. Love, Executive Director



Date

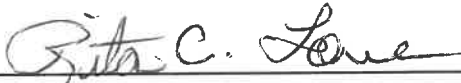
Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF August 1, 2023 through August 30, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$293,036.68
6	Unexpended Balance	\$106,963.32
7	Amount of Current Claim	\$18,303.43
8	Remaining Unexpended Balance	\$88,659.89

9/6/27
MT
KD
9.8.23



Rita C. Love, Executive Director



Date

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of August 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$17,731.00	\$299,925.00	\$386,000.00	\$86,075.00
M Admin Fee	\$572.43	\$11,415.11	\$14,000.00	\$2,584.89
Total	\$18,303.43	\$311,340.11	\$400,000.00	\$88,659.89


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

ne	PA Type	Project Account	▲ Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	18,303.

Workflow: My Approvals Approve Reject Forward Hold Approvers

 Back

 Accept

 Cancel

Invoice Information

Invoice # *

5974

Effective date *

09/08/2023

Year/Period *

2024 3 SEP

Fund *

260 ... CDBG

Cash account *

260 ... 10595 ... Cash - Liberty 604

Check Run

Check date

09/08/2023

Voice count

0

Amount total

.00

Vendor hash

0

Released?

None Released

Purchase Orders (1)



H 22302104 | Hud# 2309 TBRA agreement | Printed

Open Amount	Total Amount
\$71,240.35	\$200,000.00

Department

Community Services

HOUSING AUTHORITY-LAWTON

Rows per page:

25 ▼

1-1 of 1



\$ 1291.11



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

*Hud #
2309*

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of July 2023 for \$16270.43 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
Claim Processing Sheet
Financial Statement
Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

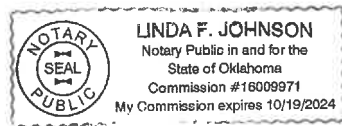
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of July 2023

Administration	\$607.43
Operations	\$15,663.00
Subtotal of Administration & Operations	\$16,270.43
Other	
Total Amount of Claim	\$16,270.43



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

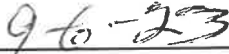
FOR THE PERIOD OF July 1, 2023 through July 31, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$276,766.25
6 Unexpended Balance	\$123,233.75
7 Amount of Current Claim	\$16,270.43
8 Remaining Unexpended Balance	\$106,963.32

9/26/23
RCL



Rita C. Love, Executive Director



Date

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of July 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$15,663.00	\$282,194.00	\$386,000.00	\$103,806.00
M Admin Fee	\$607.43	\$10,842.68	\$14,000.00	\$3,157.32
Total	\$16,270.43	\$293,036.68	\$400,000.00	\$106,963.32


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Back

Search

Browse

Add

Update

Delete

Email

Schedule

Attach

Discrepancies

Re-Liquidate

Change Lines

Quick Entry

Group Entry

PO Inquiry

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HOUSING AUTHORITY-LAWTON

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July 2023

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Normal

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Description

Status

Check Run

Invoice date *

Received date *

Due date *

Hud# 2309 TBRA agreement

Pending Approval

09/06/2023

09/08/2023

09/08/2023

Department

Work order

Work order task

Allocation

Requisition

Liq method

ACCOUNTS

ne	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	16,270.

tal Amount:

16,270.43

Payment Amount:

16,270.43

st Change

imata Taito

RELEASED this invoice on 09/08/2023 at 16:54:10

orkflow

My Approvals

Approve

Reject

Forward

Hold

Approvers

 Back

 Accept

 Cancel

Invoice Information

Invoice # *	5973		
Effective date *	09/08/2023		
Year/Period *	2024	3	SEP
Vendor *	260		CDBG
Cash account *	260		10595   Cash - Liberty 604
Check Run			
Check date	09/08/2023		
Invoice count	0		
Amount total	.00		
Vendor hash	0		
Released?	None Released		

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	744	09/14/2023	\$89,425.72

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
03/31/2023	March 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$11,975.57
04/30/2023	April 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$13,134.43
05/31/2023	May 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$14,513.43
06/30/2023	June 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$15,228.43
07/31/2023	July 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$16,270.43
08/31/2023	August 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$18,303.43

[Signature]
9/23/23



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
629 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number	Check Number	Check Date
3064	744	09/14/2023

VOID 1 YEAR FROM DATE OF ISSUE

*** Eighty-Nine Thousand Four Hundred And Twenty-Five Dollars And Seventy-Two Cents ***

\$89,425.72

Pay To
The
Order Of

3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

[Signature]
Mayor - Stanley Booker

MP

00000744 103107392150195560



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

*Hud #
2309*

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of June 2023 for \$15228.43 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

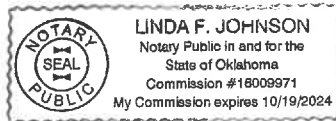
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16000971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of June 2023

Administration	\$580.43
Operations	\$14,648.00
Subtotal of Administration & Operations	\$15,228.43
Other	
Total Amount of Claim	\$15,228.43



Rita C. Love, Executive Director



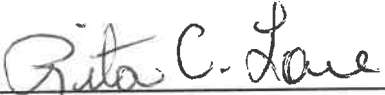
Date

Lawton Support Services

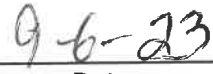
CLAIM PROCESSING SHEET

FOR THE PERIOD OF June 1, 2023 through June 30, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$261,537.82
6 Unexpended Balance	\$138,462.18
7 Amount of Current Claim	\$15,228.43
8 Remaining Unexpended Balance	\$123,233.75



Rita C. Love, Executive Director



Date

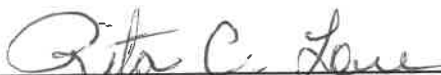
9/6/23
PTT
K.P.
9.8.23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of June 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$14,648.00	\$266,531.00	\$386,000.00	\$119,469.00
M Admin Fee	\$580.43	\$10,235.25	\$14,000.00	\$3,764.75
Total	\$15,228.43	\$276,766.25	\$400,000.00	\$123,233.75


 Rita C. Love, Executive Director

9-6-23
 Date

* Includes Current Expenses

voice

ar 2023
) 22302104 ... Receiving Open amount 105,814.21
 ntract ...
 ndor * 3064 ... HOUSING AUTHORITY-LAWTON
 ddress 0 ...
 rms

voice * June 2023 +3
 oss * 15,228.43

Description Hud# 2309 TBRA agreement
 Status Pending Approval Department
 Work order
 Work order task
 Allocation
 Requisition
 Liq method

scout date Disc basis .00
 scout % .000 Disc amt .00
 st amount 15,228.43
 yment method Normal
 eck/Wire +3

Check Run
 Invoice date * 09/06/2023
 Received date * 09/08/2023
 Due date * 09/08/2023

ACCOUNTS

ne	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	15,228.

tal Amount: 15,228.43 Payment Amount: 15,228.43

st Change

imata Taito RELEASED this invoice on 09/08/2023 at 16:51:05

orkflow

My Approvals Approve Reject Forward Hold Approvers

 Back

 Accept

 Cancel

Invoice Information

Invoice *

5972

Effective date *

09/08/2023



Year/Period *

2024

3

SEP

Vendor *

260



CDBG

Cash account *

260



10595





Cash - Liberty 604

Check Run

Effective date

09/08/2023



Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released





HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

Had #
2309

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of May 2023 for \$14,513.43 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

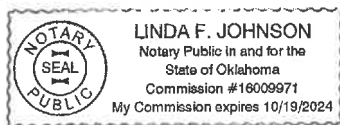
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

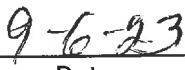
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of May 2023

Administration	\$557.43
Operations	\$13,956.00
Subtotal of Administration & Operations	\$14,513.43
Other	
Total Amount of Claim	\$14,513.43



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF May 1, 2023 thru May 31, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$247,024.39
6	Unexpended Balance	\$152,975.61
7	Amount of Current Claim	\$14,513.43
8	Remaining Unexpended Balance	\$138,462.18



Rita C. Love, Executive Director



Date

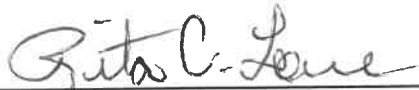
9/6/23
PT
f.d.
9.8.23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of May 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$13,956.00	\$251,883.00	\$386,000.00	\$134,117.00
M Admin Fee	\$557.43	\$9,654.82	\$14,000.00	\$4,345.18
Total	\$14,513.43	\$261,537.82	\$400,000.00	\$138,462.18



Rita C. Love, Executive Director



Date

* Includes Current Expenses

voice

ar 2023
) 22302104 ... Receiving Open amount 121,042.64
 ntract ...
 ndor * 3064 ... HOUSING AUTHORITY-LAWTON
 ddress 0 ...
 rms

voice * May 2023 +1 Description Hud# 2309 TBRA agreement
 oss * 14,513.43 Status Pending Approval Department
 count date Disc basis .00 Check Run Work order
 count % .000 Disc amt .00 Work order task
 at amount 14,513.43 Invoice date * 09/06/2023 Allocation
 yment method Normal Received date * 09/08/2023 Requisition
 eck/Wire +1 Due date * 09/08/2023 Liq method

ACCOUNTS

ne	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	14,513.

tal Amount: 14,513.43 Payment Amount: 14,513.43

st Change

imata Taito RELEASED this invoice on 09/08/2023 at 16:46:44

orkflow

My Approvals Approve Reject Forward Hold Approvers

Back

Accept

Cancel

Invoice Information

Invoice *

5971

Effective date *

09/08/2023

Year/Period *

2024

3

SEP

Vendor *

260

...

CDBG

Cash account *

260

...

10595

...

Cash - Liberty 604

Check Run

Due date

09/08/2023

Voice count

0

Amount total

.00

Vendor hash

0

Released?

None Released



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

Hud #

2309

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of April 2023 for \$13,134.43 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

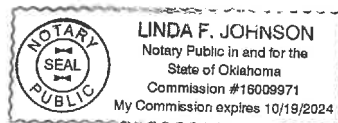
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

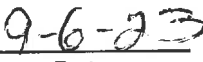
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of April 2023

Administration	\$534.43
Operations	\$12,600.00
Subtotal of Administration & Operations	\$13,134.43
Other	
Total Amount of Claim	\$13,134.43



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

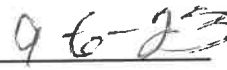
FOR THE PERIOD OF April 1, 2023 thru April 30, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$233,889.96
6 Unexpended Balance	\$166,110.04
7 Amount of Current Claim	\$13,134.43
8 Remaining Unexpended Balance	\$152,975.61

KD 9-8-23
MT
9/10/23



Rita C. Love, Executive Director



Date

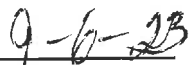
Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of April 2023

	<u>Current Expense</u>	<u>Total Expended*</u>	<u>Budget Amount</u>	<u>Balance</u>
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$12,600.00	\$237,927.00	\$386,000.00	\$148,073.00
M Admin Fee	\$534.43	\$9,097.39	\$14,000.00	\$4,902.61
Total	\$13,134.43	\$247,024.39	\$400,000.00	\$152,975.61


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

voice

ar 2023
22302104 ... Receiving Open amount 135,556.07

Contract
Vendor * 3064 ... HOUSING AUTHORITY-LAWTON
Address 0 ...
Remarks

voice * April 2023 +1
Loss * 13,134.43

Description
Status Hud# 2309 TBRA agreement
Pending Approval

Department
Work order
Work order task
Allocation
Requisition
Liq method

Discount date
Discount % .000
Discount basis Disc amt .00
Discount amount 13,134.43
Payment method Normal
Check/Wire

Check Run
Invoice date * 09/06/2023
Received date * 09/08/2023
Due date * 09/08/2023

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	13,134.

Total Amount: 13,134.43 Payment Amount: 13,134.43

Net Change

Imata Taito RELEASED this invoice on 09/08/2023 at 16:41:02

Workflow

My Approvals Approve Reject Forward Hold Approvers

 Back
  Accept
  Cancel

atch Information

atch *	5970		
ffective date *	09/08/2023		
ar/Period *	2024	3	SEP
nd *	260	...	CDBG
ish account *	260	...	10595 Cash - Liberty 604
neck Run			
je date	09/08/2023		
voice count	0		
nount total	.00		
ndor hash	0		
leased?	None Released 		

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	744	09/14/2023	\$89,425.72

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
03/31/2023	March 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$11,975.57
04/30/2023	April 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$13,134.43
05/31/2023	May 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$14,513.43
06/30/2023	June 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$15,228.43
07/31/2023	July 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$16,270.43
08/31/2023	August 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$18,303.43

[Signature]
9/23/23



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
829 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number
3064

Check Number
744

Check Date
09/14/2023

VOID 1 YEAR FROM DATE OF ISSUE

*** Eighty-Nine Thousand Four Hundred And Twenty-Five Dollars And Seventy-Two Cents ***

\$89,425.72

Pay To
The
Order Of
3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

[Signature]
MP
Mayor - Stanley Booker

⑈00000744⑈ ⑆103107392⑆50195560⑈



HOUSING AUTHORITY of LAWTON, OKLAHOMA

September 6, 2023

Hud #
2309

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of March 2023 for \$11,975.57 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF March 1, 2023 thru March 31, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$221,914.39
6 Unexpended Balance	\$178,085.61
Amount of Current Claim	\$11,975.57
8 Remaining Unexpended Balance	\$166,110.04



Rita C. Love, Executive Director



Date

KD
9-8-23
NT
9/07/23

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

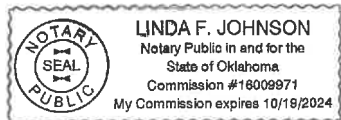
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 6 day of September, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of March 2023

Administration	\$485.57
Operations	\$11,490.00
Subtotal of Administration & Operations	\$11,975.57
Other	
Total Amount of Claim	\$11,975.57



Rita C. Love, Executive Director



Date

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of March 2023

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$11,490.00	\$225,327.00	\$386,000.00	\$160,673.00
M Admin Fee	\$485.57	\$8,562.96	\$14,000.00	\$5,437.04
Total	\$11,975.57	\$233,889.96	\$400,000.00	\$166,110.04


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

voice

ar

2023

22302104

Receiving

Open amount

148,690.50

Contract

Vendor

3064

HOUSING AUTHORITY-LAWTON

Address

0

voice

March 2023

11,975.57

Description

Status

Hud# 2309 TBRA agreement

Pending Approval

Department

Work order

Work order task

Allocation

Requisition

Liq method

Discount date

Discount %

Discount basis

Disc amt

11,975.57

Invoice date

09/06/2023

Received date

09/08/2023

Due date

09/08/2023

Payment method

Normal

Check/Wire

ACCOUNTS							Inv amount
ne	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	11,975.

Total Amount: 11,975.57 Payment Amount: 11,975.57

Status Change

Imata Taito RELEASED this invoice on 09/08/2023 at 16:32:23

Workflow

My Approvals

Approve

Reject

Forward

Hold

Approvers

Batch Information

Batch *

5969

Effective date *

09/30/2023

2024

3

SEP

End *

260

...

CDBG

Hash account *

260

...

10595

...

...

Cash - HOME

Check Run

09/08/2023

...

Due date

09/08/2023

...

Voice count

1

Amount total

11,975.57

Vendor hash

3,064

Released?

All Released

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	744	09/14/2023	\$89,425.72

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
03/31/2023	March 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$11,975.57
04/30/2023	April 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$13,134.43
05/31/2023	May 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$14,513.43
06/30/2023	June 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$15,228.43
07/31/2023	July 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$16,270.43
08/31/2023	August 2023	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$18,303.43

[Signature]
9/23/23



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
629 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number
3064

Check Number
744

Check Date
09/14/2023

VOID 1 YEAR FROM DATE OF ISSUE

*** Eighty-Nine Thousand Four Hundred And Twenty-Five Dollars And Seventy-Two Cents ***

\$89,425.72

Pay To
The
Order Of
3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

[Signature]

Mayor - Stanley Booker

MP

00000744 103107392150195560



HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 17, 2023

*Hud #
2309*

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of March 2023 for \$11909.51 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

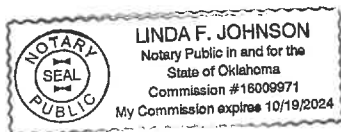
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

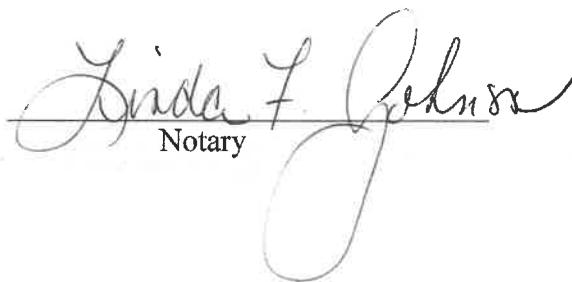
Lawton Support Services

BY: 
Rita C. Love, Executive Director

Subscribed and sworn to before me this 17 day of April, 2023

(SEAL)




Notary

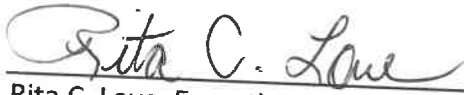
My Commission Expires: 10/19/2024
My Commission Number: 1600 9971

Lawton Support Services

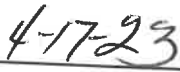
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of March 2023.

Administration	\$419.51
Operations	\$11,490.00
Subtotal of Administration & Operations	\$11,909.51
Other	
Total Amount of Claim	\$11,909.51



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF March 1, 2023 thru March 31, 2023

Should Be

1 Funds Available by Original Contract	\$200,000.00	
2 Additions to Contract	\$200,000.00	
3 Reductions from Contract	\$0.00	
4 Total Contract Amount	\$400,000.00	
5 Amount Claimed from City to Date	\$221,914.39	
6 Unexpended Balance	\$178,085.61	<i>Should be</i>
7 Amount of Current Claim	\$9,242.72	<i>11,975.57</i>
8 Remaining Unexpended Balance	\$168,842.89	<i>166,110.04</i> <i>Should be</i>


Rita C. Love, Executive Director

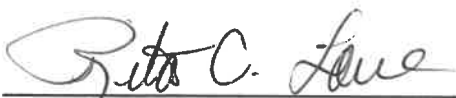
9-6-23
Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF February 1, 2023 thru February 28, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$221,914.39
6	Unexpended Balance	\$178,085.61
7	Amount of Current Claim	\$11,909.51
8	Remaining Unexpended Balance	\$166,176.10



Rita C. Love, Executive Director

4-17-23

Date

KD
4-17-23
MT
4-17-23

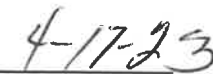
Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of March 2023.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$11,490.00	\$225,327.00	\$386,000.00	\$160,673.00
M Admin Fee	\$419.51	\$8,496.90	\$14,000.00	\$5,503.10
Total	\$11,909.51	\$233,823.90	\$400,000.00	\$166,176.10


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Tenant Based Rental Assistance (TBRA)

Mar-23

Tenant	Address	Balance Forward	HAP Check #	HAP	URP Check #	Utility Allowance	Admin Fee	Total Charges	Payment Rec'd	Ending Balance
Jackson, Isaiah	1415 SW E Avenue	\$ 2,602.02		\$ 419.00		\$ -	\$ 14.67	\$ 3,035.69		\$ 3,035.69
Harris, Eugene	2240 NW Pollard Avenue	\$ 3,744.66		\$ 511.00		\$ 92.00	\$ 21.11	\$ 4,368.77		\$ 4,368.77
Wheelock, Marvette	4456 NW Baltimore Avenue	\$ 4,895.88		\$ 785.00		\$ -	\$ 30.98	\$ 5,711.86		\$ 5,711.86
Johnson, Jasmine	405 NW 56th Street	\$ 6,617.10		\$ 829.00		\$ -	\$ 44.35	\$ 7,490.45		\$ 7,490.45
Speed, James	1307 SW E Ave., Apt. B	\$ 473.10		\$ 76.00		\$ -	\$ 2.85	\$ 551.95		\$ 551.95
Green, Javar	4002 NW Ozmun Ave. Apt. B10	\$ 1,895.70		\$ 381.00		\$ -	\$ 13.34	\$ 2,290.04		\$ 2,290.04
Jenkins, Riana	314 SW 68th St.	\$ 1,991.16		\$ 514.00		\$ -	\$ 13.79	\$ 2,518.95		\$ 2,518.95
Crubaugh, Jeffrey	2229 NW 25th St.	\$ 625.16		\$ 151.00		\$ -	\$ 5.29	\$ 781.45		\$ 781.45
Keith, Lluvia	1703 SW McKinley Ave.	\$ 3,045.00		\$ 700.00		\$ 147.00	\$ 24.50	\$ 3,916.50		\$ 3,916.50
Lippard, Glenda	2107 NW 38th St.	\$ 766.95		\$ 247.00		\$ -	\$ 8.65	\$ 1,022.60		\$ 1,022.60
Bailey, Drushunda	6111 NW Euclid Ave.	\$ 764.64		\$ 737.00		\$ -	\$ 27.64	\$ 1,529.28		\$ 1,529.28
Compian, Linda	2423 NW 28th Street	\$ 1,210.76		\$ 1,000.00		\$ 167.00	\$ 43.76	\$ 2,421.52		\$ 2,421.52
Ashby, Geraldine	2720 SW J Ave, Apt. 117	\$ 169.11		\$ 163.00		\$ -	\$ 6.11	\$ 338.22		\$ 338.22
Darville, Amanda	521 SW 70th Street	\$ 972.13		\$ 1,250.00		\$ 197.00	\$ 46.87	\$ 2,466.00		\$ 2,466.00
Butler, Sharon	4206 SE Lee Blvd.	\$ 717.95		\$ 1,291.00		\$ -	\$ 48.56	\$ 2,057.51		\$ 2,057.51
Kovach, Johnny	1910 NW Hoover Ave, Apt. 5	\$ 154.58		\$ 597.00		\$ 45.00	\$ 22.38	\$ 818.96		\$ 818.96
McKinney, John	1912 NW Hoover Ave., Apt. 1	\$ 222.02		\$ 428.00		\$ -	\$ 16.05	\$ 666.07		\$ 666.07
Williams, Jayvon	402 SW B Ave., Unit 7	\$ -		\$ 252.00		\$ -	\$ 9.45	\$ 261.45		\$ 261.45
Holland, Kirk	402 SW B Ave., Unit 6	\$ -		\$ 259.00		\$ -	\$ 9.71	\$ 268.71		\$ 268.71
Mitchell, Jayson	402 SW B Ave., Unit 8	\$ -		\$ 252.00		\$ -	\$ 9.45	\$ 261.45		\$ 261.45
Totals		\$ 30,867.92		\$ 10,842.00		\$ 648.00	\$ 419.51	\$ 11,909.51	\$ -	\$ 42,777.43

New Admission:
 Jayvon Williams, 3/20/2023
 Jayson Mitchell, 3/20/2023
 Kirk Holland, 3/13/2023

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program: TBRA
Description: HAP Recurring Mar 23
Control Group Date: 3/1/2023 **Amount:** \$10,727.00
Financial Period: March 2023 **Entry Amount:** \$10,727.00
Date/Time Created: 3/1/2023 9:59:55 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	17	HAP Expense - Recurring (Account #: 4715.1)	10,079.00
Payable Family Transactions	5	Utility Expense - Recurring (Account #: 4715.2)	648.00
Grand Total	22		10,727.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	6,513.00	3,566.00	0.00	0.00	10,079.00
Total Utility Expense - Recurring (Account #: 4715.2)	406.00	242.00	0.00	0.00	648.00
Grand Total	6,919.00	3,808.00	0.00	0.00	10,727.00

HAP Expense - Recurring (Account #: 4715.1)							
Landlord	Family	Previous	New	Change	End	Current	Total
Dave's Realty Llc	Butler, Shannon	0.00	1,291.00			1,291.00	1,291.00
Demetrius Hicks	Harris, Jr. , Eugene	511.00				511.00	511.00
GH Rental Management	Wheelock, Marvette	785.00				785.00	785.00
Happy Homes Realty, LLC	Bailey, Drushunda	737.00				737.00	
	Johnson, Jasmine	829.00				829.00	
	Kovach, Johnny	0.00	597.00			597.00	
	Lippard, Glenda	247.00				247.00	
	Mckinney, John	0.00	428.00			428.00	2,838.00
Lawton Support Services	Crubaugh, Jeffrey	151.00				151.00	
	Jackson, Isaiah	419.00				419.00	570.00
Mcshea Affordable Housing Lawton	Ashby, Geraldine	163.00				163.00	163.00
REE Investments, LLC	Compian, Linda	1,000.00				1,000.00	1,000.00
Scoggins Realty Company	Keith, Lluvia	700.00				700.00	700.00
Terra Bella Investments, LLC	Green, Javar	381.00				381.00	381.00
The Haven Houses, LLC	Darville, Amanda	0.00	1,250.00			1,250.00	1,250.00
White Glove Realty Realty	Jenkins, Riana	514.00				514.00	514.00
William Nelson, LLC	Speed, Jr., James	76.00				76.00	76.00
Total HAP Expense - Recurring (Account #: 4715.1)		6,513.00	3,566.00	0.00	0.00	10,079.00	

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Linda Compian	167.00				167.00	167.00
Amanda Darville	0.00	197.00			197.00	197.00
Eugene Harris, Jr.	92.00				92.00	92.00
Luvia Keith	147.00				147.00	147.00
Johnny Kovach	0.00	45.00			45.00	45.00
Total Utility Expense - Recurring (Account #: 4715.2)	406.00	242.00	0.00	0.00	648.00	

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 4/3/2023 **Amount:** \$252.00
Financial Period: March 2023 **Entry Amount:** \$252.00
Date/Time Created: 4/3/2023 8:28:02 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$252.00
Grand Total	1		\$252.00

Transactions				
Document #:	Date: 3/20/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: Lawton Support Services	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Williams, Jayvon	\$252.00
Project: TBRA				\$252.00

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 4/3/2023 **Amount:** \$259.00
Financial Period: March 2023 **Entry Amount:** \$259.00
Date/Time Created: 4/3/2023 8:07:48 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$259.00
Grand Total	1		\$259.00

Transactions				
Document #	Date: 3/13/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: Lawton Support Services	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Holland, Kirk	\$259.00
Project: TBRA				\$259.00

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 4/3/2023 **Amount:** \$252.00
Financial Period: March 2023 **Entry Amount:** \$252.00
Date/Time Created: 4/3/2023 7:58:52 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$252.00
Grand Total	1		\$252.00

Transactions				
Document #:	Date: 3/20/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: Lawton Support Services	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Mitchell, Jason	\$252.00
Project: TBRA				\$252.00

Invoice Entry (City of Lawton, OK)

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[Re-Liquidate](#)
[Change Lines](#)
[Quick Entry](#)
[Group Entry](#)
[PO Inquiry](#)

Invoice

Year	2023				
PO	22302104	Receiving	Open amount	160,666.07	
Contract					*****
Vendor *	3064		HOUSING AUTHORITY-LAWTON		*****
Address	0				*****
Terms					*****
Invoice *	3/23				
Gross *		11,909.51			
Discount date		Disc basis		.00	
Discount %	.000	Disc amt		.00	
Net amount			11,909.51		
Payment method	Normal				
Check/Wire					
Description					
Status					
Hud# 2309 TBRA agreement					
Pending Approval					
Department					
Work order					
Work order task					
Allocation					
Requisition					
Liq method					
Check Run					
Invoice date *	04/17/2023				
Received date *	04/26/2023				
Due date *	04/26/2023				

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	11,909.

Total Amount: 11,909.51 Payment Amount: 11,909.51

Last Change

Ioimata Taito RELEASED this invoice on 04/26/2023 at 12:39:21

Workflow

[My Approvals](#)
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[Reject](#)
[Forward](#)
[Hold](#)
[Approvers](#)



Back



Accept



Cancel

Batch Information

Batch *

3077

Effective date *

04/26/2023

Year/Period *

2023

10

APR

Fund *

260

...

CDBG

Cash account *

260

...

10595

...

Cash - Liberty 604

Check Run

Due date

04/26/2023

Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released



HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 17, 2023

*Hud #
2309*

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of February 2023 for \$9242.72 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

[Handwritten blue marks]

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

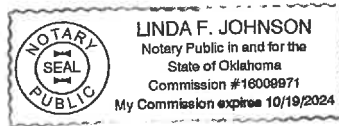
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 17 day of April, 2023

(SEAL)



Linda F. Johnson
Notary

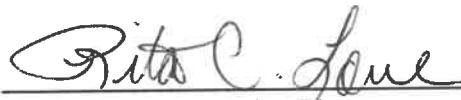
My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

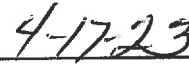
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of February 2023.

Administration	\$331.72
Operations	\$8,911.00
Subtotal of Administration & Operations	\$9,242.72
Other	
Total Amount of Claim	\$9,242.72



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF February 1, 2023 thru February 28, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$212,671.67
6	Unexpended Balance	\$187,328.33
7	Amount of Current Claim	\$9,242.72
8	Remaining Unexpended Balance	\$178,085.61



Rita C. Love, Executive Director



Date

KD
4-17-23
MT
4-17-23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of February 2023.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$8,911.00	\$213,837.00	\$386,000.00	\$172,163.00
M Admin Fee	\$331.72	\$8,077.39	\$14,000.00	\$5,922.61
Total	\$9,242.72	\$221,914.39	\$400,000.00	\$178,085.61


 Rita C. Love, Executive Director

4-17-23
 Date

* Includes Current Expenses

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment Jan 23
Control Group Date: 1/17/2023 **Amount:** \$163.00
Financial Period: January 2023 **Entry Amount:** \$163.00
Date/Time Created: 1/17/2023 10:39:05 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$163.00
Grand Total	1		\$163.00

Transactions				
Document #:	Date: 1/17/2023	Description: HAP Manual Adjustment Jan 23 -Mid Month Adj	Landlord: Mosha Affordable Housing Lawton Semi	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment Jan 23	Family: Ashby, Geraldine	\$163.00
Project: TBRA				\$163.00

Tenant Based Rental Assistance (TBRA)												
Feb-23												
Tenant	Address	Balance Forward	HAP Check #	HAP	URP Check #	Utility Allowance	Admin Fee	Total Charges	Payment Rec'd	Ending Balance		
Jackson, Isalah	1415 SW E Avenue	\$ 2,168.35		\$ 419.00		\$ -	\$ 14.67	\$ 2,602.02		\$ 2,602.02		
Harris, Eugene	2240 NW Pollard Avenue	\$ 3,120.55		\$ 511.00		\$ 92.00	\$ 21.11	\$ 3,744.66		\$ 3,744.66		
Wheelock, Marvette	4456 NW Baltimore Avenue	\$ 4,079.90		\$ 785.00		\$ -	\$ 30.98	\$ 4,895.88		\$ 4,895.88		
Johnson, Jasmine	405 NW 56th Street	\$ 5,743.75		\$ 829.00		\$ -	\$ 44.35	\$ 6,617.10		\$ 6,617.10		
Speed, James	1307 SW E Ave., Apt. B	\$ 394.25		\$ 76.00		\$ -	\$ 2.85	\$ 473.10		\$ 473.10		
Green, Javar	4002 NW Ozmun Ave. Apt. B10	\$ 1,501.36		\$ 381.00		\$ -	\$ 13.34	\$ 1,895.70		\$ 1,895.70		
Jenkins, Riana	314 SW 68th St.	\$ 1,463.37		\$ 514.00		\$ -	\$ 13.79	\$ 1,991.16		\$ 1,991.16		
Crubaugh, Jeffrey	2229 NW 25th St.	\$ 468.87		\$ 151.00		\$ -	\$ 5.29	\$ 625.16		\$ 625.16		
Keith, Lluvia	1703 SW McKinley Ave.	\$ 2,173.50		\$ 700.00		\$ 147.00	\$ 24.50	\$ 3,045.00		\$ 3,045.00		
Lippard, Glenda	2107 NW 38th St.	\$ 511.30		\$ 247.00		\$ -	\$ 8.65	\$ 766.95		\$ 766.95		
Bailey, Drushunda	6111 NW Euclid Ave.	\$ -		\$ 737.00		\$ -	\$ 27.64	\$ 764.64		\$ 764.64		
Compian, Linda	2423 NW 28th Street	\$ -		\$ 1,000.00		\$ 167.00	\$ 43.76	\$ 1,210.76		\$ 1,210.76		
Ashby, Geraldine	2720 SW J Ave, Apt. 117	\$ -		\$ 163.00		\$ -	\$ 6.11	\$ 169.11		\$ 169.11		
Darville, Amanda	521 SW 70th Street	\$ -		\$ 937.00		\$ -	\$ 35.13	\$ 972.13		\$ 972.13		
Butler, Sharon	4206 SE Lee Blvd.	\$ -		\$ 692.00		\$ -	\$ 25.95	\$ 717.95		\$ 717.95		
Kovach, Johnny	1910 NW Hoover Ave, Apt. 5	\$ -		\$ 149.00		\$ -	\$ 5.58	\$ 154.58		\$ 154.58		
McKinney, John	1912 NW Hoover Ave., Apt. 1	\$ -		\$ 214.00		\$ -	\$ 8.02	\$ 222.02		\$ 222.02		
Totals		\$ 21,625.20		\$ 8,505.00		\$ 406.00	\$ 331.72	\$ 9,242.72	\$ -	\$ 30,867.92		
New Admission:												
Amanda Darville, 2/8/2023												
Drushunda Bailey, 2/1/2023												
Shannon Butler, 2/14/2023												
Linda Compian, 1/17/2023												
John McKinney, 2/15/2023												
Johnny Kovach, 2/23/2023												

New Admission:
Amanda Darville, 2/8/2023
Drushunda Bailey, 2/1/2023
Shannon Butler, 2/14/2023
Linda Compian, 1/17/2023
John McKinney, 2/15/2023
Johnny Kovach, 2/23/2023

HAP Expense - Recurring (Account #: 4715.1)							
Landlord	Family	Previous	New	Change	End	Current	Total
Demetrius Hicks	Harris, Jr. , Eugene	511.00 ✓				511.00	511.00
GH Rental Management	Wheelock, Marvette	785.00				785.00	785.00
Happy Homes Realty, LLC	Bailey, Drushunda	0.00	737.00			737.00	
	Johnson, Jasmine	829.00				829.00	
	Lippard, Glenda	247.00				247.00	1,813.00
Lawton Support Services	Crubaugh, Jeffrey	151.00				151.00	
	Jackson, Isaiah	419.00				419.00	570.00
Mcsha Affordable Housing Lawton	Ashby, Geraldine	0.00	163.00			163.00	163.00
REE Investments, LLC	Complan, Linda	0.00	1,000.00			1,000.00	1,000.00
Scoggins Realty Company	Keith, Lluvia	700.00				700.00	700.00
Terra Bella Investments, LLC	Green, Javar	381.00				381.00	381.00
White Glove Realty Realty	Jenkins, Riana	514.00				514.00	514.00
William Nelson, LLC	Speed, Jr., James	76.00				76.00	76.00
Total HAP Expense - Recurring (Account #: 4715.1)		4,613.00	1,900.00	0.00	0.00	6,513.00	

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Linda Compian	0.00	167.00			167.00	167.00
Eugene Harris, Jr.	92.00				92.00	92.00
Lluvia Keith	147.00				147.00	147.00
Total Utility Expense - Recurring (Account #: 4715.2)	239.00	167.00	0.00	0.00	406.00	

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: Prorate Adjustment for Jan 20 new admission
Control Group Date: 2/3/2023 **Amount:** \$500.00
Financial Period: February 2023 **Entry Amount:** \$500.00
Date/Time Created: 2/3/2023 9:27:50 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$500.00
Grand Total	1		\$500.00

Transactions				
Document #:	Date: 2/3/2023	Description: Prorate Adjustment for Jan 20 new admission	Landlord: REE Investments, LLC	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: Prorate Adjustment for Jan 20 new admission	Family: Compian, Linda	\$500.00
Project: TBRA				\$500.00

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 2/27/2023 **Amount:** \$937.00
Financial Period: February 2023 **Entry Amount:** \$937.00
Date/Time Created: 2/27/2023 8:45:25 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$937.00
Grand Total	1		\$937.00

Transactions				
Document #:	Date: 2/27/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: The Haven Houses, LLC	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Darville, Amanda	\$937.00
Project: TBRA				\$937.00

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 2/27/2023 **Amount:** \$692.00
Financial Period: February 2023 **Entry Amount:** \$692.00
Date/Time Created: 2/27/2023 2:28:30 PM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$692.00
Grand Total	1		\$692.00

Transactions				
Document #:	Date:	Description:	Landlord:	Doc Total
	2/27/2023	HAP Manual Adjustment prorate new admission -Mid M	Dave's Realty Llc	
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Butler, Shannon	\$692.00
Project: TBRA				\$692.00

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: HAP Manual Adjustment prorate new admission
Control Group Date: 2/27/2023 **Amount:** \$363.00
Financial Period: February 2023 **Entry Amount:** \$363.00
Date/Time Created: 2/27/2023 3:12:31 PM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	2	HAP Expense - Adjustment (Account #: 4715.1)	\$363.00
Grand Total	2		\$363.00

Transactions				
Document #:	Date: 2/27/2023	Description: HAP Manual Adjustment prorate new admission -Mid M	Landlord: Happy Homes Realty, LLC	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: Kovach, Johnny	\$149.00
Project: TBRA				\$149.00

Document #:	Date: 2/27/2023	Description: HAP Manual Adjustment prorate new admission	Landlord: Happy Homes Realty, LLC	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: HAP Manual Adjustment prorate new admission	Family: McKinney, John	\$214.00
Project: TBRA				\$214.00

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program: TBRA
Description: HAP Recurring Feb 23
Control Group Date: 2/1/2023 **Amount:** \$6,919.00
Financial Period: February 2023 **Entry Amount:** \$6,919.00
Date/Time Created: 2/1/2023 8:00:55 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	13	HAP Expense - Recurring (Account #: 4715.1)	6,513.00
Payable Family Transactions	3	Utility Expense - Recurring (Account #: 4715.2)	406.00
Grand Total	16		6,919.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	4,613.00	1,900.00	0.00	0.00	6,513.00
Total Utility Expense - Recurring (Account #: 4715.2)	239.00	167.00	0.00	0.00	406.00
Grand Total	4,852.00	2,067.00	0.00	0.00	6,919.00

Invoice Entry [City of Lawton, OK]



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Invoice

Year	2023				
PO	22302104	Receiving	Open amount	172,575.58	
Contract					
Vendor *	3064	HOUSING AUTHORITY-LAWTON			*****
Address	0				*****
Terms					*****
Invoice *	2/23	+1	Description	Hud# 2309 TBRA agreement	
Gross *	9,242.72		Status	Pending Approval	Department
Discount date		Disc basis	Check Run		Work order
Discount %	.000	Disc amt	Invoice date *	04/13/2023	Work order task
Net amount	9,242.72		Received date *	04/26/2023	Allocation
Payment method	Normal		Due date *	04/26/2023	Requisition
Check/Wire	+1				Liq method

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	9,242.

Total Amount: 9,242.72 Payment Amount: 9,242.72

Last Change

Ioimata Taito RELEASED this invoice on 04/26/2023 at 12:30:25

Workflow

[My Approvals](#)
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[Approvers](#)

 Back
  Accept
  Cancel

Batch Information

Batch *	3076		
Effective date *	04/26/2023 		
Year/Period *	2023	10	APR
Fund *	260 ...	CDBG	
Cash account *	260 ...	10595 ...	... Cash - Liberty 604
Check Run			
Due date	04/26/2023 		
Invoice count	0		
Amount total	.00		
Vendor hash	0		
Released?	None Released ▼		



HOUSING AUTHORITY of LAWTON, OKLAHOMA

HUO#
2309

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of January 2023 for \$5051.53 is forwarded herewith.

*Partial Payment # 3443.50 PO # 22201248
22201248*

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
Claim Processing Sheet
Financial Statement
Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

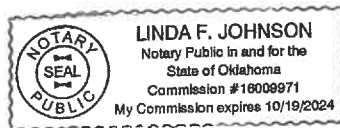
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)



Linda F. Johnson
Notary

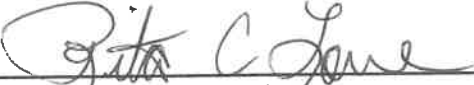
My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of January 2023.

Administration	\$179.53
Operations	\$4,872.00
Subtotal of Administration & Operations	\$5,051.53
Other	
Total Amount of Claim	\$5,051.53



Rita C. Love, Executive Director



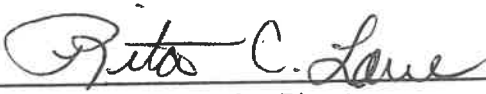
Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF January 1, 2023 thru January 31, 2023

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$207,620.14
6 Unexpended Balance	\$192,379.86
7 Amount of Current Claim	\$5,051.53
8 Remaining Unexpended Balance	\$187,328.33


Rita C. Love, Executive Director

4-17-23
Date

KD
4-17-23
MT
4/17/23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of January 2023.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$4,872.00	\$204,926.00	\$386,000.00	\$181,074.00
M Admin Fee	\$179.53	\$7,745.67	\$14,000.00	\$6,254.33
Total	\$5,051.53	\$217,723.20	\$400,000.00	\$187,328.33


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

[illegible]

Invoice Entry [City of Lawton, OK]



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[Group Entry](#)
[PO Inquiry](#)

Invoice

Year	2022		
PO	22201248	Receiving	Open amount .00
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			

Invoice *	DEC 22	Description	TBRA AGREEMENT/HUD#2309
Gross *	3,443.50	Status	Pending Approval
Discount date		Check Run	
Discount %	.000	Invoice date *	04/13/2023
Net amount	3,443.50	Received date *	04/26/2023
Payment method	Normal	Due date *	04/26/2023
Check/Wire			

Disc basis			
Disc amt			

Department	Work order
Work order task	Allocation
Requisition	Liq method

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME16 -CHDO-HOME -	2604514	52015		22201248	3,443.

Total Amount: 3,443.50 Payment Amount: 3,443.50

Last Change

Joimata Taito RELEASED this invoice on 04/26/2023 at 11:21:36

Workflow

[My Approvals](#)
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[Approvers](#)

Invoice Entry [City of Lawton, OK]



Back



Accept



Cancel

Batch Information

Batch *

3072

Effective date *

04/26/2023



Year/Period *

2023

10

APR

Fund *

260

...

CDBG

Cash account *

260

...

10595

...

Cash - Liberty 604

Check Run

Due date

04/26/2023



Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released





HOUSING AUTHORITY of LAWTON, OKLAHOMA

HUO#
2329

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of January 2023 for \$5051.53 is forwarded herewith. *[Redacted]*

Partial Payment \$1608.03 90 22302104

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

A handwritten signature in blue ink that reads "Rita C. Love".

Rita C. Love, Executive

Attached: Claim Summary
Claim Processing Sheet
Financial Statement
Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

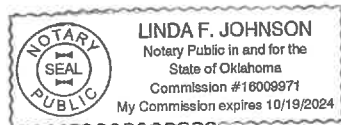
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)



Linda F. Johnson
Notary

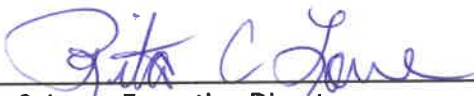
My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of January 2023.

Administration	\$179.53
Operations	\$4,872.00
Subtotal of Administration & Operations	\$5,051.53
Other	
Total Amount of Claim	\$5,051.53



Rita C. Love, Executive Director



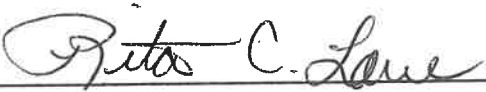
Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF January 1, 2023 thru January 31, 2023

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$207,620.14
6	Unexpended Balance	\$192,379.86
7	Amount of Current Claim	\$5,051.53
8	Remaining Unexpended Balance	\$187,328.33



Rita C. Love, Executive Director

4-17-23
Date

KD
4-17-23
MT
4/17/23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of January 2023.

	<u>Current Expense</u>	<u>Total Expended*</u>	<u>Budget Amount</u>	<u>Balance</u>
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$4,872.00	\$204,926.00	\$386,000.00	\$181,074.00
M Admin Fee	\$179.53	\$7,745.67	\$14,000.00	\$6,254.33
Total	\$5,051.53	\$217,723.20	\$400,000.00	\$187,328.33


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Page 956 of 1014

196,736.04

Department	4500	...	
Work order			..
Work order task		0	...
Allocation		0	...
Requisition	12302319		
Liq method	Line		▼

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount	1099	A	Bud	Work o
1	E	HOME22 -4514-52090-	2604514	52090		22302104	3,263.96		N	1	

loimata Taito RELEASED this invoice on 12/23/2022 at 15:13:31

My Approvals Approve Reject Forward Hold Approvers

196,736.04

Back Search Browse Add Update Delete Email Schedule Attach Discrepancies Re-Liquidate Change Lines Quick Entry Group Entry PO Inquiry View Address Journal Info Credit PO

Invoice

Year 2023
PO 22302104
Contract
Vendor 3064
Address 0
Terms
Receiving Open amount 193,153.74
HOUSING AUTHORITY-LAWTON

Invoice Gross Oct 2022 3,582.30
Description Status
Hud# 2309 TBRA agreement Pending Approval
Discount date Disc basis .00 Check Run
Discount % .000 Disc amt .00
Net amount 3,582.30
Payment method Normal
Check/Wire
Invoice date 12/12/2022
Received date 12/23/2022
Due date 12/23/2022

Department 4500
Work order
Work order task 0
Allocation 0
Requisition 12302319
Liq method Line

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount	1099	A	Bud	Work o
1	E	HOME22 -4514-52090-	2604514	52090		22302104	3,582.30		N	1	

Total Amount: 3,582.30 Payment Amount: 3,582.30

Last Change

loimata Taito RELEASED this invoice on 12/23/2022 at 15:19:26

Workflow

My Approvals Approve Reject Forward Hold Approvers

Balance

\$193,153.74

Line Items

[Back](#)
[Accept](#)
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Item

Contract

Commodity

Warehouse

Type

Description

Hud# 2309 TBRA agreemtn

Notes

Requisition

Fiscal year

Number

Line

2023

1

1230231

☐ Pick ticket
 ☐ Purchase

Additional info

Vendor

PO mailing

Delivery method

Remit

Vendor item number

1099 code

Pricing

Quantity

Amount

Gross

Allocations

HOUSING AUTHORITY-LAWTON

609 SW "F" AVENUE
LAWTON
OK
73501

73501

0

Vendor/Sourcing Notes

Manufacturer

Bid

Department

Requested by

Required by

Capital asset

Work order number

Work order task

Risk claim

Amount justification: UNKNOWN

Discount

Freight

Credit

TOTAL

1.00

200,000.00000

200,000.00

0.00

200,000.00

Seq	PA Type	Project Account	Org	Obj	Project	Description	Amount	PA Bud	GL Bu
01	Expense	HOMET4 -OTHER SVC -	2604514	52090		Other Expenses	200,000.00		
02	Expense	HOMET4 -OTHER SVC -	2604514	52090			.00		

2604514-52090

GL Available Budget

327,840.00

0 of 0

Enter the project account.

Project Ledger: Requisition Allocation - Project Accounts *Accounts ...

2

Back	Accept	Cancel	Search	Output	Print	Display	PDF	Save	Excel	Word	Project Expense Inquiry	Show GL Amounts

Budget Level	PL Account	Amount	Available Budget	Budget Code
Phase	HOME14-OTHER SVC	200,000.00	0.00	O - Over, Not Approved

User can never override project budget.
One or more project accounts are over-budget. You do not have permissions to proceed.

Search / Filter

1 of 1

Line Items

Back Accept Cancel Search Delete Budget

3

Item	Contract	96258	Description *	Hud# 2309 TBRA agreemtn	Notes	Requisition	Fiscal year	2023	1230231
Commodity	Warehouse					Line	1		
Type									

19302319

Additional Info

Vendor PO mailing Delivery method

Remit

Vendor item number

1099 code

Pricing

Quantity *	1.00
Amount	200,000.00000
Gross	200,000.00

Discount	.00	%
Freight	.00	
Credit	.00	
TOTAL	200,000.00	

Amount justification: UNKNOWN

Allocations

Seq	PA Type	Project Account	Org	Obj	Project	Description	Amount	PA Bud	GL Bu
01	Expense	HOMET14 -OTHER SVC -	2604514	52090		Other Expenses	200,000.00		

2604514-52090

GL Available Budget

327,840.00

« < 0 of 0 > »

Enter the project account.
User does not have budget override permissions.

 Workflow Status

Project Code	Description
--------------	-------------

Search / Filter

Record

Q



Go

||

Line Items



- Back
- Accept
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- Search
- Delete

Item	...	Description *	Hud# 2309 TBRA agreement	Notes
Contract	...			
Commodity	96258			
Warehouse	...			
Type	☐ Pick ticket ☐ Purchase			

Additional Info

Vendor	3064	HOUSING AUTHORITY-LAWTON	Manufacturer	
PO mailing	0	609 SW "F" AVENUE	Manufacturer item number	
Delivery method	☒ Print ☐ Fax ☐ E-Mail ☐ E-Procurement	LAWTON OK 73501	Bid	
Remit	0		Department *	4500
Vendor item number			Requested by	
1099 code			Required by	No
			Capital asset	N
			Work order number	
			Work order task	
			Risk claim	

Pricing

Quantity *	1.00	Discount	.00 %	Amount justification: UNKNOWN
Amount	200,000.00000	Freight	.00	
Gross	200,000.00	Credit	.00	
		TOTAL	200,000.00	

Allocations

Seq	PA Type	Project Account	Org	Obj	Project	Description
01	Expense	HOME14 -OTHER SVC -	2604514	52090		

4

Community Development Systems

Integrated Disbursement & Information System (IDIS)



User: B74420
Role: Grantee
Organization:
LAWTON

[- Logout](#)

Activity

- Add
- Search
- Search HOME/HTF
- Review
- CDBG Cancellation

Project

- Add
- Search
- Copy

Utilities

- Home
- Data Downloads
- Print Page
- Help

Links

- Contact Support
- Rules of Behavior
- CPD Home
- HUD Home

Plans/Projects/Activities

Funding/Drawdown

Grant

Grantee/PJ

Reports

You have **3 CDBG** activities that have been flagged. Click on the number to go to the review page.

Activity

Edit Activity

 |

*Indicates Required Field

Activity Owner:
LAWTON, OK

IDIS Activity ID:
2309

IDIS Project ID/Project Title (Program Year):
19/Tenant-Based Rental Assistance (2018)

*Activity Name:
TBRA-Lawton Housing Authority

Activity Status:
Open ▼

Completion Date: (mm/dd/yyyy)

Grantee/PJ Activity ID:

Initial Funding Date:
08/02/2019

Program	*Activity Category ⓘ	Ready to Fund	Funded	Setup Detail	Accomplishment	Completion Check
CDBG	♦ Is this activity to prevent, prepare for, and respond to coronavirus?* ☐ No ☐ Yes ♦ Does this activity use Section 108 loan? No Change answer None ▼	No	No	Add CDBG	Add CDBG Accomp.	
ESG	None	No	No			
HOME	☐ HOME-ARP Tenant-Based Rental Assistance (TBRA) ▼	Yes	Yes	Edit HOME	Add HOME Accomp.	Check HOME
HOPWA	None	No	No			
HESG	None	No	No		Grantees will enter Accomp data into e-SNAPS	
HOPWA-C	None	No	No			
HTF	None	No	No			

*Is this activity subject to Section 3 at 24 CFR Part 75? ⓘ ☐ Yes ☒ No

*Environmental Review:
COMPLETED ▼

Allow Another Organization to Access this Activity:

ⓘ

HEROS Environmental Review ID: 900000010094792

Comments: ⓘ

Activity Description:

Lawton Housing Authority will manage and operate a tenant-based rental assistance program. The total assistance is \$200,000.00 and is a 2 year agreement. An increase in the amount of \$200,000.00 has been approved and another 2 years added to complete the spending amount. Ending 2023

 Session Timeout

Invoice Entry [City of Lawton, OK]



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[Attach](#)
[Discrepancies](#)
[Re-Liquidate](#)
[Change Lines](#)
[Quick Entry](#)
[Group Entry](#)
[PO Inquiry](#)

Invoice

Year	2023		
PO	22302104	Receiving	Open amount 181,818.30
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			
Invoice *	Partial 12/22	+1	
Gross *	1,608.03		
Discount date		Disc basis	.00
Discount %	.000	Disc amt	.00
Net amount	1,608.03		
Payment method	Normal		
Check/Wire			
Description			
Status			
Check Run			
Invoice date *	04/13/2023		
Received date *	04/26/2023		
Due date *	04/26/2023		
Hud# 2309 TBRA agreement			
Pending Approval			
Department			
Work order			
Work order task			
Allocation			
Requisition			
Liq method			

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME22 -4514-52090-	2604514	52090		22302104	1,608.

Total Amount: 1,608.03 Payment Amount: 1,608.03

Last Change

loimata Taito RELEASED this invoice on 04/26/2023 at 12:23:10

Workflow

[My Approvals](#)
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 Back
  Accept
  Cancel

Batch Information

Batch *

Effective date * 

Year/Period * APR

Fund * ... CDBG

Cash account * Cash - Liberty 604

Check Run

Due date 

Invoice count

Amount total .00

Vendor hash

Released?



Hud
2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of December 2022 for \$5051.53 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

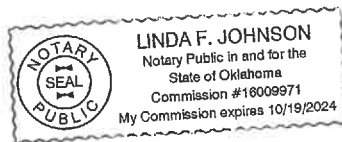
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

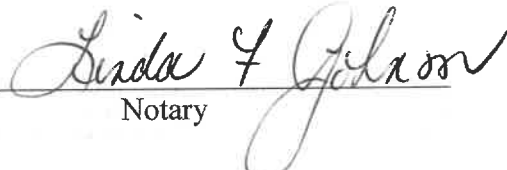
Lawton Support Services

BY: 
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)




Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

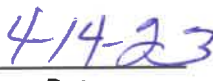
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of December 2022.

Administration	\$179.53
Operations	\$4,872.00
Subtotal of Administration & Operations	\$5,051.53
Other	
Total Amount of Claim	\$5,051.53



Rita C. Love, Executive Director



Date

Lawton Support Services

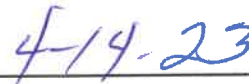
CLAIM PROCESSING SHEET

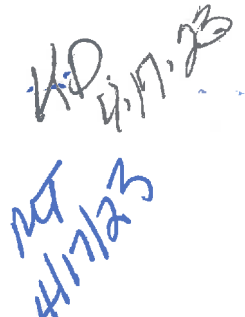
FOR THE PERIOD OF December 1, 2022 thru December 31, 2022

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$202,568.61
6	Unexpended Balance	\$197,431.39
7	Amount of Current Claim	\$5,051.53
8	Remaining Unexpended Balance	\$192,379.86



Rita C. Love, Executive Director


Date



Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of December 2022.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$4,872.00	\$200,054.00	\$386,000.00	\$185,946.00
M Admin Fee	\$179.53	\$7,566.14	\$14,000.00	\$6,433.86
Total	\$5,051.53	\$212,671.67	\$400,000.00	\$192,379.86



Rita C. Love, Executive Director



Date

* Includes Current Expenses

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program:	TBRA		
Description:	HAP Recurring Dec 22		
Control Group Date:	12/1/2022	Amount:	\$4,852.00
Financial Period:	December 2022	Entry Amount:	\$4,852.00
Date/Time Created:	12/1/2022 10:16:57 AM	Proof Amount:	\$0.00
User Created:	Richman, Anna		

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	10	HAP Expense - Recurring (Account #: 4715.1)	4,613.00
Payable Family Transactions	2	Utility Expense - Recurring (Account #: 4715.2)	239.00
Grand Total	12		4,852.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	3,852.00	761.00	0.00	0.00	4,613.00
Total Utility Expense - Recurring (Account #: 4715.2)	239.00	0.00	0.00	0.00	239.00
Grand Total	4,091.00	761.00	0.00	0.00	4,852.00

HAP Expense - Recurring (Account #: 4715.1)							
Landlord	Family	Previous	New	Change	End	Current	Total
Demetrius Hicks	Harris, Jr. , Eugene	511.00				511.00	511.00
GH Rental Management	Wheelock, Marvette	785.00				785.00	785.00
Happy Homes Realty, LLC	Johnson, Jasmine	829.00				829.00	
	Lippard, Glenda	0.00	247.00			247.00	1,076.00
Lawton Support Services	Crubbaugh, Jeffrey	151.00				151.00	
	Jackson, Isaiah	419.00				419.00	570.00
Scoggins Realty Company	Keith, Lluvia	700.00				700.00	700.00
Terra Bella Investments, LLC	Green, Javar	381.00				381.00	381.00
White Glove Realty Realty	Jenkins, Riana	0.00	514.00			514.00	514.00
William Nelson, LLC	Speed, Jr., James	76.00				76.00	76.00
Total HAP Expense - Recurring (Account #: 4715.1)		3,852.00	761.00	0.00	0.00	4,613.00	

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Eugene Harris, Jr.	92.00				92.00	92.00
Lluvia Keith	147.00				147.00	147.00
Total Utility Expense - Recurring (Account #: 4715.2)	239.00	0.00	0.00	0.00	239.00	

Invoice Entry [City of Lawton, OK]

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[Change Lines](#)
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[Group Entry](#)
[PO Inquiry](#)

Invoice

Year	2022		
PO	22201248	Receiving	Open amount 3,443.50
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			
Invoice *	12/22	+1	
Gross *	5,051.53		
Discount date		Disc basis	.00
Discount %	.000	Disc amt	.00
Net amount	5,051.53		
Payment method	Normal		
Check/Wire	+1		
Description	TBRA AGREEMENT/HUD#2309		
Status	Pending Approval		
Check Run		Department	Work order
Invoice date *	04/13/2023	Work order task	Allocation
Received date *	04/26/2023	Requisition	Liq method
Due date *	04/26/2023		

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME16 -CHDO-HOME -	2604514	52015		22201248	5,051.

Total Amount: 5,051.53 Payment Amount: 5,051.53

Last Change

Joimata Taito RELEASED this invoice on 04/26/2023 at 10:12:30

Workflow

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[Hold](#)
[Approvers](#)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	741	04/28/2023	\$42,777.43

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/13/2023	Partial 12/22	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$1,608.00
04/13/2023	9/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,263.96
04/13/2023	DEC 22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,443.50
04/13/2023	10/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,582.30
04/13/2023	11/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$4,675.88
04/13/2023	12/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$5,051.53
04/13/2023	2/23	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$9,242.72
04/17/2023	3/23	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$11,909.51



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
820 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number Check Number Check Date
3064 741 04/28/2023

VOID 1 YEAR FROM DATE OF ISSUE

*** Forty-Two Thousand Seven Hundred And Seventy-Seven Dollars And Forty-Three Cents ***

\$42,777.43

Pay To 3064
The HOUSING AUTHORITY-LAWTON
Order Of 609 SW "F" AVENUE
LAWTON, OK 73501

Stanley Booker
Mayor - Stanley Booker

MP

00000741 103107392150195560



Hud #
2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of November 2022 for \$4675.88 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

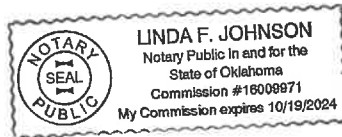
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of November 2022.

Administration	\$170.88
Operations	\$4,505.00
Subtotal of Administration & Operations	\$4,675.88
Other	
Total Amount of Claim	\$4,675.88



Rita C. Love, Executive Director



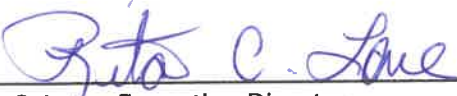
Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF November 1, 2022 thru November 30, 2022

1 Funds Available by Original Contract	\$200,000.00
2 Additions to Contract	\$200,000.00
3 Reductions from Contract	\$0.00
4 Total Contract Amount	\$400,000.00
5 Amount Claimed from City to Date	\$197,892.73
6 Unexpended Balance	\$202,107.27
7 Amount of Current Claim	\$4,675.88
8 Remaining Unexpended Balance	\$197,431.39



Rita C. Love, Executive Director



Date

MT
4/17/23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of November 2022.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$4,505.00	\$195,182.00	\$386,000.00	\$190,818.00
M Admin Fee	\$170.88	\$7,386.61	\$14,000.00	\$6,613.39
Total	\$4,675.88	\$207,244.49	\$400,000.00	\$197,431.39


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program:	TBRA		
Description:	HAP Recurring Nov 22		
Control Group Date:	11/2/2022	Amount:	\$4,091.00
Financial Period:	November 2022	Entry Amount:	\$4,091.00
Date/Time Created:	11/2/2022 7:40:35 AM	Proof Amount:	\$0.00
User Created:	Richman, Anna		

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	8	HAP Expense - Recurring (Account #: 4715.1)	3,852.00
Payable Family Transactions	2	Utility Expense - Recurring (Account #: 4715.2)	239.00
Grand Total	10		4,091.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	2,891.00	1,232.00	(271.00)	0.00	3,852.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	147.00	0.00	(167.00)	239.00
Grand Total	3,150.00	1,379.00	(271.00)	(167.00)	4,091.00

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Eugene Harris, Jr.	92.00				92.00	92.00
Jasmine Johnson	167.00			(167.00)	0.00	0.00
Lluvia Keith	0.00	147.00			147.00	147.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	147.00	0.00	(167.00)	239.00	

Invoice Entry [City of Lawton, OK]

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[Re-Liquidate](#)
[Change Lines](#)
[Quick Entry](#)
[Group Entry](#)
[PO Inquiry](#)

Invoice

Year	2022		
PO	22201248	Receiving	Open amount 8,495.03
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			

Invoice *	11/22	+1	Description	TBRA AGREEMENT/HUD#2309
Gross *	4,675.88		Status	Pending Approval
Discount date		Disc basis	Check Run	
Discount %	.000	Disc amt		
Net amount	4,675.88		Invoice date *	04/13/2023
Payment method	Normal		Received date *	04/26/2023
Check/Wire	+1		Due date *	04/26/2023

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME16 -CHDO-HOME -	2604514	52015		22201248	4,675.

Total Amount: 4,675.88 Payment Amount: 4,675.88

Last Change

Ioimata Taito RELEASED this invoice on 04/26/2023 at 10:08:01

Workflow

[My Approvals](#)
[Approve](#)
[Reject](#)
[Forward](#)
[Hold](#)
[Approvers](#)

GL account org code
The released status of the invoice was changed.



Back



Accept



Cancel

Batch Information

Batch *

3068

Effective date *

04/26/2023



Year/Period *

2023

10

APR

Fund *

260 ...

CDBG

Cash account *

260 ...

10595 ...

... ..

Cash - Liberty 604

Check Run

Due date

04/26/2023



Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released





Hud # 2309

HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of October 2022 for \$3582.30 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

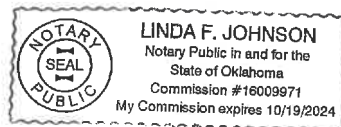
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

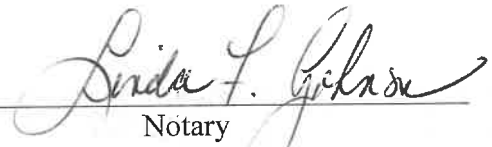
Lawton Support Services

BY: 
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)




Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of October 2022.

Administration	\$127.30
Operations	\$3,455.00
Subtotal of Administration & Operations	\$3,582.30
Other	
Total Amount of Claim	\$3,582.30



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF October 1, 2022 thru October 31, 2022

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$194,310.43
6	Unexpended Balance	\$205,689.57
7	Amount of Current Claim	\$3,582.30
8	Remaining Unexpended Balance	\$202,107.27

KD
4-17-23

MT
4/17/23



Rita C. Love, Executive Director



Date

Lawton Support Services

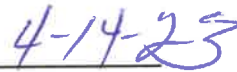
MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of October 2022.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$3,455.00	\$190,677.00	\$386,000.00	\$195,323.00
M Admin Fee	\$127.30	\$7,215.73	\$14,000.00	\$6,784.27
Total	\$3,582.30	\$197,892.73	\$400,000.00	\$202,107.27



Rita C. Love, Executive Director



Date

* Includes Current Expenses

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program:	TBRA		
Description:	HAP Recurring Sep 22		
Control Group Date:	9/6/2022	Amount:	\$3,150.00
Financial Period:	September 2022	Entry Amount:	\$3,150.00
Date/Time Created:	9/6/2022 9:38:10 AM	Proof Amount:	\$0.00
User Created:	Richman, Anna		

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	5	HAP Expense - Recurring (Account #: 4715.1)	2,891.00
Payable Family Transactions	2	Utility Expense - Recurring (Account #: 4715.2)	259.00
Grand Total	7		3,150.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	2,891.00	0.00	0.00	0.00	2,891.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	0.00	0.00	0.00	259.00
Grand Total	3,150.00	0.00	0.00	0.00	3,150.00

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Eugene Harris, Jr.	92.00				92.00	92.00
Jasmine Johnson	167.00				167.00	167.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	0.00	0.00	0.00	259.00	

Lawton Housing Authority
HAP Accounting Monthly Recurring Transactions
Posted

Program:	TBRA		
Description:	HAP Recurring Oct 22		
Control Group Date:	10/3/2022	Amount:	\$3,150.00
Financial Period:	October 2022	Entry Amount:	\$3,150.00
Date/Time Created:	10/3/2022 9:22:55 AM	Proof Amount:	\$0.00
User Created:	Jackson, Jervis		

Transaction Summary			
	Count	Transaction Description	Amount
Payable Landlord Transactions	5	HAP Expense - Recurring (Account #: 4715.1)	2,891.00
Payable Family Transactions	2	Utility Expense - Recurring (Account #: 4715.2)	259.00
Grand Total	7		3,150.00

Transaction Audit Summary					
	Previous	New	Change	End	Current
Total HAP Expense - Recurring (Account #: 4715.1)	2,891.00	0.00	0.00	0.00	2,891.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	0.00	0.00	0.00	259.00
Grand Total	3,150.00	0.00	0.00	0.00	3,150.00

HAP Expense - Recurring (Account #: 4715.1)							
Landlord	Family	Previous	New	Change	End	Current	Total
Demetrius Hicks	Harris, Jr. , Eugene	511.00				511.00	511.00
GH Rental Management	Wheelock, Marvette	785.00				785.00	785.00
Happy Homes Realty, LLC	Johnson, Jasmine	1,100.00				1,100.00	1,100.00
Lawton Support Services	Jackson, Isaiah	419.00				419.00	419.00
William Nelson, LLC	Speed, Jr., James	76.00				76.00	76.00
Total HAP Expense - Recurring (Account #: 4715.1)		2,891.00	0.00	0.00	0.00	2,891.00	

Utility Expense - Recurring (Account #: 4715.2)						
Family	Previous	New	Change	End	Current	Total
Eugene Harris, Jr.	92.00				92.00	92.00
Jasmine Johnson	167.00				167.00	167.00
Total Utility Expense - Recurring (Account #: 4715.2)	259.00	0.00	0.00	0.00	259.00	

Lawton Housing Authority
HAP Accounting Manual Adjustments Transactions
Posted

Program: TBRA
Description: New admission prorate October 22
Control Group Date: 10/11/2022 **Amount:** \$305.00
Financial Period: October 2022 **Entry Amount:** \$305.00
Date/Time Created: 10/11/2022 8:23:43 AM **Proof Amount:** \$0.00
User Created: Richman, Anna

Transaction Summary			
	Transaction Count	Transaction Description	Amount
Payable Landlord Transactions	1	HAP Expense - Adjustment (Account #: 4715.1)	\$305.00
Grand Total	1		\$305.00

Transactions				
Document #	Date: 10/7/2022	Description: New admission prorate October 22 -Mid Month Adj	Landlord: Terra Bella Investments, LLC	Doc Total
Transaction	Type: HAP Expense - Adjustment	Description: New admission prorate October 22	Family: Green, Javar	\$305.00
Project: TBRA				\$305.00

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Invoice

Year	2022		
PO	22201248	Receiving	Open amount 13,170.91
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			
Invoice *	10/22	+1	
Gross *	3,582.30		
Discount date		Disc basis	.00
Discount %	.000	Disc amt	.00
Net amount	3,582.30		
Payment method	Normal		
Check/Wire		+1	
Description	TBRA AGREEMENT/HUD#2309		
Status	Pending Approval		
Check Run			
Invoice date *	04/13/2023		
Received date *	04/26/2023		
Due date *	04/26/2023		
Department			
Work order			
Work order task			
Allocation			
Requisition			
Liq method			

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME16 -CHDO-HOME -	2604514	52015		22201248	3,582.

Total Amount: 3,582.30 Payment Amount: 3,582.30

Last Change

loimata Taito RELEASED this invoice on 04/26/2023 at 10:03:24

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Cancel

Batch Information

Batch *

3067

Effective date *

04/26/2023



Year/Period *

2023

10

APR

Fund *

260

...

CDBG

Cash account *

260

...

10595

...

Cash - Liberty 604

Check Run

Due date

04/26/2023



Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released



Hud # 2307

HOUSING AUTHORITY of LAWTON, OKLAHOMA

April 13, 2023

City of Lawton
Housing and Community Development
1405 SW 11th Street
Lawton, Oklahoma 73501

Subject: Request for Payment – CDBG Project No. 2021-2021, Tenant Based Rental Assistance Program

Dear Mr. Brooks:

This claim for the Tenant Based Rental Assistance Program for the month of September 2022 for \$3263.96 is forwarded herewith.

I have reviewed the attached claim documents and hereby certify that the claim is correct and a true representation of the income and expenses during the period to the best of my knowledge and belief.

If you have questions or need additional information, please call.

Sincerely,

Rita C. Love, Executive

Attached: Claim Summary
 Claim Processing Sheet
 Financial Statement
 Affidavit for Payment

AFFIDAVIT FOR PAYMENT
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COMANCHE COUNTY)

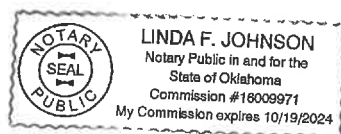
The undersigned contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state of money or any other thing of value to obtain payment.

Lawton Support Services

BY: *Rita C. Love*
Rita C. Love, Executive Director

Subscribed and sworn to before me this 14 day of April, 2023

(SEAL)



Linda F. Johnson
Notary

My Commission Expires: 10/19/2024
My Commission Number: 16009971

Lawton Support Services

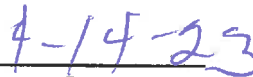
CLAIM SUMMARY

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of September 2022.

Administration	\$113.96
Operations	\$3,150.00
Subtotal of Administration & Operations	\$3,263.96
Other	
Total Amount of Claim	\$3,263.96



Rita C. Love, Executive Director



Date

Lawton Support Services

CLAIM PROCESSING SHEET

FOR THE PERIOD OF September 1, 2022 thru September 30, 2022

1	Funds Available by Original Contract	\$200,000.00
2	Additions to Contract	\$200,000.00
3	Reductions from Contract	\$0.00
4	Total Contract Amount	\$400,000.00
5	Amount Claimed from City to Date	\$191,046.47
6	Unexpended Balance	\$208,953.53
7	Amount of Current Claim	\$3,263.96
8	Remaining Unexpended Balance	\$205,689.57

KD
4-17-23



Rita C. Love, Executive Director



Date

MG
4/17/23

Lawton Support Services

MONTHLY FINANCIAL REPORT

CDBG Project No. 2021-2021, Tenant Based Rental Assistance claim for the month of September 2022.

	Current Expense	Total Expended*	Budget Amount	Balance
A Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00
B Benefits	\$0.00	\$0.00	\$0.00	\$0.00
C Consultants/Contracts	\$0.00	\$0.00	\$0.00	\$0.00
D Supplies	\$0.00	\$0.00	\$0.00	\$0.00
E Printing	\$0.00	\$0.00	\$0.00	\$0.00
F Communications	\$0.00	\$0.00	\$0.00	\$0.00
G Travel	\$0.00	\$0.00	\$0.00	\$0.00
H Utilities	\$0.00	\$0.00	\$0.00	\$0.00
I Rent	\$0.00	\$0.00	\$0.00	\$0.00
J Insurance	\$0.00	\$0.00	\$0.00	\$0.00
K Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
L Rental Assistance	\$3,150.00	\$187,222.00	\$386,000.00	\$198,778.00
M Admin Fee	\$113.96	\$7,088.43	\$14,000.00	\$6,911.57
Total	\$3,263.96	\$194,310.43	\$400,000.00	\$205,689.57


 Rita C. Love, Executive Director


 Date

* Includes Current Expenses

[illegible]

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Invoice

Year	2022		
PO	22201248	Receiving	Open amount 16,753.21
Contract			
Vendor *	3064	HOUSING AUTHORITY-LAWTON	
Address	0		
Terms			
Invoice *	9/22		
Gross *	3,263.96	Description	TBRA AGREEMENT/HUD#2309
		Status	Pending Approval
Discount date		Check Run	
Discount %	.000	Invoice date *	04/13/2023
Net amount	3,263.96	Received date *	04/26/2023
Payment method	Normal	Due date *	04/26/2023
Check/Wire			

ACCOUNTS

Line	PA Type	Project Account	Org	Object	Proj	PO	Inv amount
1	E	HOME16 -CHDO-HOME -	2604514	52015		22201248	3,263.

Total Amount: 3,263.96 Payment Amount: 3,263.96

Last Change

Isimata Taito RELEASED this invoice on 04/26/2023 at 09:53:34

Workflow

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Invoice Entry [City of Lawton, OK]



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Accept



Cancel

1

Batch Information

Batch *

3066

Effective date *

04/26/2023



Year/Period *

2023

10

APR

Fund *

260

...

CDBG

Cash account *

260

...

10595

...

Cash - Liberty 604

Check Run

Due date

04/26/2023



Invoice count

0

Amount total

.00

Vendor hash

0

Released?

None Released

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
3064	HOUSING AUTHORITY-LAWTON	741	04/28/2023	\$42,777.

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/13/2023	Partial 12/22	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$1,608.
04/13/2023	9/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,263.
04/13/2023	DEC 22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,443.
04/13/2023	10/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$3,582.
04/13/2023	11/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$4,675.
04/13/2023	12/22	TBRA AGREEMENT/HUD#2309 PO #: 22201248 - Community Services	\$5,051.
04/13/2023	2/23	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$9,242.
04/17/2023	3/23	Hud# 2309 TBRA agreement PO #: 22302104 - Community Services	\$11,909.

Stanley Booker
5/4/23



City of Lawton
212 SW 9th Street
Lawton, OK 73501-3914

LIBERTY NATIONAL BANK
829 S.W. C AVENUE
LAWTON, OKLAHOMA 73501

Vendor Number
3064

Check Number
741

Check Date
04/28/2023

VOID 1 YEAR FROM DATE OF ISSUE

*** Forty-Two Thousand Seven Hundred And Seventy-Seven Dollars And Forty-Three Cents ***

\$42,777.43

Pay To
The
Order Of
3064
HOUSING AUTHORITY-LAWTON
609 SW "F" AVENUE
LAWTON, OK 73501

Stanley Booker
Mayor - Stanley Booker

Robert Burns

From: Anna Richman <anna@lawtonhousing.org>
Sent: Tuesday, October 28, 2025 11:25 AM
To: Robert Burns
Cc: Jervis Jackson
Subject: {**EXTERNAL**}--Lawton Housing Contracts

WARNING: This email is from outside of the City of Lawton network.
****DO NOT CLICK**** on links or open attachments unless you know the content is safe.

Robert,

The \$86,000 owed is from January 2024 to June 2024. The last signed contract ended in 2022. Gary Brooks added money to the contract each year. The gap from January 2024 to June 2024 is the \$86,000 owed when he went from calendar year to fiscal year. All documents were sent to Mr. Brooks. Kristy should have copies of all necessary paperwork and claims. Jervis said you can contact him at (580)595-0636 to discuss this further.

Thank you.

***Anna Richman, Executive Director
Lawton Housing Authority
609 Southwest F Avenue
Lawton, Ok 73501
Phone: (580) 353-7392***

Item Title:

Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session to conduct the annual performance review of John Ratliff, City Manager, and, in open session, take other action as necessary.

Initiator: City Council

Information Source:

Background:

The City Council should meet in executive session to conduct the annual performance review of John Ratliff, City Manager, and take action in open session if necessary.

Correlation to the True North Statement:

Exhibit:

Key Issues:

Funding Source:

Recommended Action:

Pursuant to Section 307(B)(1), Title 25, Oklahoma Statutes, consider convening in executive session to conduct the annual performance review of John Ratliff, City Manager, and, in open session, take other action as necessary.

ATTACHMENTS:

None