



# City of Lawton

## City Council

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

### Special Meeting Agenda

Tuesday, June 30, 2026

1:30 PM

Lawton City Hall  
Wayne Gilley Auditorium

#### Meeting Called to Order with Invocation and Pledge of Allegiance

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

#### Roll Call

#### Business Items

1. Consider granting a private drainage easement, with consideration, to E.D.R. Allinn, LLC, the property owner of 1815 SW 11th Street where FedEx is located, for the private drainage facility associated with the proposed parking lot expansion project north of the existing FedEx facility, and authorizing the Mayor and City Clerk to execute the easement.
2. Consider and take possible action to: (A) suspend the rules and reconsider the June 9, 2026 council action approving Stewart Johnson's damage claim in the reduced amount of \$2,421.57; and upon reconsideration, (i) deny the claim; or (ii) adopt a resolution authorizing filing of a friendly suit and confession of judgment for \$2,421.57 (five affirmative votes required); or (iii) waive Council Policy 2-3 and authorize payment of \$2,421.57 from the General Fund.

#### Executive Session

3. Pursuant to Section 307B.3, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the potential purchase of real property, and if necessary, take appropriate action in open session.

#### 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:**

Consider granting a private drainage easement, with consideration, to E.D.R. Allinn, LLC, the property owner of 1815 SW 11th Street where FedEx is located, for the private drainage facility associated with the proposed parking lot expansion project north of the existing FedEx facility, and authorizing the Mayor and City Clerk to execute the easement.

**Initiator:** Christine James, Director

**Information Source:** Christine James, Director, Kameron Good, Planning - Senior Planner, Cynthia Augustine, Real Property Coordinator

**Background:**

FedEx has submitted a building permit for a parking lot expansion north of their existing facility located at 1815 SW 11th Street. As part of the project, drainage detention areas are proposed that require the outlet drainage pipe to cross City-owned property abutting the project site. The Lawton Urban Renewal Authority dedicated this property to the City of Lawton in 1978 to be used as open public space. The drainage pipes will be underground and will not disrupt the intent of the public open space.

Consideration for the easement was calculated using the established construction inspection fee for a communication cable or pipeline revocable permit, which staff feels is the most comparable fee. The approximate length of the private drainage pipe is 367.6 feet or 22.28 rods, with the portion being rounded up to 23 rods total. The current construction inspection fee established in A-20-4 is \$27.75 per rod. Therefore, the total consideration for the private drainage easement is recommended at \$638.25.

**Correlation to the True North Statement:**

**Exhibit:**

Private Drainage Easement  
Construction plan

**Key Issues:**

N/A

**Funding Source:**

N/A

**Recommended Action:**

Grant a private drainage easement with consideration in the amount of \$638.25, or as amended, to E.D.R. Allinn, LLC, the property owner of 1815 SW 11th Street where FedEx is located, for the private drainage facility associated with the proposed parking lot expansion project north of the existing FedEx facility, and authorize the Mayor and City Clerk to execute the easement.

**ATTACHMENTS:**

1. Private Drainage Esmt
2. Construction plan

Upon filing, please return to:  
City Clerk  
City of Lawton  
212 SW 9<sup>th</sup> Street  
Lawton, OK 73501

## PERMANENT PRIVATE DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the **City of Lawton, a municipal corporation**, of 212 SW 9th Street, Lawton, Oklahoma 73501-4059, Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, on behalf of the Grantor and said Grantor's executors, administrators, successors and assigns, hereby Grant, Bargain, Sell and Convey unto **E.D.R. ALLINN, LLC, a Colorado limited liability company**, whose address is 3855 Hill Circle, Colorado Springs, Colorado 80904, hereinafter referred to as "Grantee", its administrators, successors and assigns, a Permanent Private Drainage Easement and right-of-way in, over, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma to-wit:

Commencing at the Southeast Corner of Lot 1, Block 73, Lawton View Addition, Lawton, Oklahoma; Thence West 12.5 feet, on the South line of said Lot 1, to the Point of Beginning; Thence North 25.0 feet, parallel with the East line of said Lot 1; Thence West 250 feet parallel with the South line of said Lot 1; Thence North 62.6 feet, to a point 50 feet East of the Southwest corner of Lot 2, Woodhouse Subdivision; Thence North 25 feet; Thence West 10 feet; Thence South 97.6 feet; Thence East 239 feet; Thence South 15 feet to the South line of said Block 73; Thence East 21 feet on the South line of said Block 73, to the Point of Beginning;

(The above-described tract is located within public open space which was dedicated to the City of Lawton by a Deed of Dedication from the Lawton Urban Renewal Authority filed in Book 1014, Pages 209-210 on June 10, 1978.)

with the right of ingress and egress to and from the same for the purpose of installing, constructing, operating, maintaining, repairing and replacing in, over, through, and upon the said property as described a private underground drainage pipe, along with the further right to operate, maintain, repair or replace the same, so long as the surface is returned to like new condition. If for any reason, said private drainage pipe is no longer needed, Grantee shall remove all piping and associated fixtures and release this easement within thirty (30) days of abandonment of the drainage pipe.

Signed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF LAWTON,  
a municipal corporation

\_\_\_\_\_  
Stanley Booker

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA    )  
  )  
COUNTY OF COMANCHE)       SS

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_ day of July, 2026, personally appeared Stanley Booker, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
My commission number:

\_\_\_\_\_  
APPROVED as to form and legality on behalf of the City of Lawton this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Jari Askins, Interim City Attorney



**Item Title:**

Consider and take possible action to: (A) suspend the rules and reconsider the June 9, 2026 council action approving Stewart Johnson’s damage claim in the reduced amount of \$2,421.57; and upon reconsideration, (i) deny the claim; or (ii) adopt a resolution authorizing filing of a friendly suit and confession of judgment for \$2,421.57 (five affirmative votes required); or (iii) waive Council Policy 2-3 and authorize payment of \$2,421.57 from the General Fund.

**Initiator:** Jari Askins, Interim City Attorney

**Information Source:** Jari Askins, Interim City Attorney, Timothy Wilson, Deputy City Attorney

**Background:**

On June 9, 2026, Stewart Johnson’s damage claim [filed January 19, 2026] was approved by a 4-3 vote in the reduced amount of \$2,421.57 against the recommendation of City Attorney’s Office. Council Policy 2-3 states that claims in the amount of \$400 or more will be paid by confession of judgment, i.e. placed on the sinking fund. Claims of less than \$400 are paid “by the appropriate budget activity within the budget adopted by City Council.” When a claim of \$400 or more is approved for confession of judgment, that authorization comes by the approval of a resolution. Charter Section 2-11 states that five votes are required for approval of a resolution. Hence, in order to pay the claim in the reduced amount of \$2,421.57, council must either: (1) approve a resolution by a vote of five members authorizing the filing of a friendly suit and confession of judgment, or (2) waive Council Policy 2-3 and authorize payment from the general fund. Absent a desire to do either of these options, council could also vote to reconsider the matter and deny the claim.

**Correlation to the True North Statement:**

**Exhibit:**

February 25, 2026 claims memorandum; June 9, 2026 claims memorandum; draft resolution (if proceeding with option (ii) above).

**Key Issues:**

N/A

**Funding Source:**

If Resolution adopted (confession of judgment  $\geq$ \$400): Sinking Fund; If Policy 2-3 waived: General Fund

**Recommended Action:**

Vote to suspend the rules, reconsider the June 9, 2026 action approving the claim in the reduced amount of \$2,421.57 and in lieu of approval, deny the claim.

**ATTACHMENTS:**

- 1. 2.25.26 Memo


2. 6.2.26 Memo
3. Resolution



# OFFICE OF THE CITY ATTORNEY

## CLAIMS MEMORANDUM #DC-2026-004

**TO:** Mayor and Council

**FROM:** Garrett Lam  
Assistant City Attorney 

**DATE:** February 25, 2026

**MEETING:** March 24, 2026

**RE:** Damage claim of  
Stewart Johnson  
307 NW 33<sup>rd</sup> Place  
Lawton, OK 73505

Submitted in the amount of \$4,843.14 on January 19, 2026

**RECOMMENDATION:** Denial

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**BASIS OF CLAIM:** Stewart Johnson is the owner of the property at 307 NW 33<sup>rd</sup> Place, Lawton Oklahoma, and alleges on April 5, 2025, a water main break occurred causing damage to the brick wall and landscaping. Claimant is seeking reimbursement for removal, replacement and repair of landscaping and irrigation and water filters. Mr. Johnson has filed a claim in the amount of \$4,843.14 and submitted an invoice from Juan O Dominguez in the amount of \$800.00 for cleaning bricks and rebuilding the brick landscaping wall, an invoice from Culligan of Lawton in the amount of \$243.14 to replace water filters, and an invoice from Helping Hands Lawncare LLC. in the amount of \$3,800.00 to repair the irrigation system, replace soil, mulch, focal tree and bed plants, clean up and remove and dispose of debris.

**DATE OF DAMAGE:** April 5, 2025

**FACTS:** According to City of Lawton Water Distribution records, on April 5, 2025, at 3:50 a.m., Water Distribution received a call reporting a water main break, shooting water into the air at 307 NW 33<sup>rd</sup> Place. Water Distribution responded to the call and arrived at 4:10 a.m. The crew shut down the City's water main and Emergency Underground Locates were requested in accordance with the Underground Facilities Damage Prevention Act (UFDPA) and Oklahoma Statutes, Title 63, Section 142.1 *et seq.*

Underground lines in the area were located and marked prior to beginning excavation. After approximately three (3) hours on scene, a Water Distribution crew began excavation at 8:30 a.m. to reach the City's main and completed the repair at 10:15 p.m. the same day. The location of the water main break was in the island flowerbed bed that included a brick mailbox in the circle driveway, which was located in the utility easement on 33<sup>rd</sup> Place. Water Distribution researched their records and have verified that no prior history

exists on the water main segment in question. In this emergency situation, the City is not liable for damages to encroachments placed in the utility easement.

**LEGAL BASIS FOR DENIAL OF CLAIM:** A tort is a legal wrong, independent of contract, involving violation of a duty imposed by general law, statute, the Constitution of the State of Oklahoma, or otherwise, resulting in a loss to any person, association or corporation as the proximate result of an act or omission of a political subdivision or the state or an employee acting within the scope of employment.<sup>1</sup>

A municipality's tort liability is governed by the Oklahoma Governmental Tort Claims Act (GTCA), 51 O.S. § 151 *et seq.* Under the GTCA, a municipality is liable for its torts or the torts of its employees acting within the scope of their employment, subject to the limitations of the GTCA, and only in matters where a private person or entity would be liable for damages under the laws of the State.<sup>2</sup>

Under Oklahoma law, a person is guilty of negligence and liable for damages when the person (1) owes a duty of care to a plaintiff, (2) the person breaches that duty, and (3) the breach was the proximate cause of the plaintiff's injury.<sup>3</sup>

As to the damage to the Claimant's landscaping and irrigation, in multiple areas of Section 20-1-101 of the Lawton City Code, the Code states that the placement of encroachments in or upon the public utility easement will not diminish the City's rights, or impede its authorized entities' rights for repairing, maintaining, and replacing public utilities.<sup>4</sup>

State law provides:

The municipal governing body may appoint and employ all engineers and other officers to superintend and operate waterworks both during and after the construction of the same as may be necessary. *The governing body may do all acts it deems necessary for the erection or operation, alteration and repair of the waterworks.*<sup>5</sup>

Lawton City Council Policy 5-3, Regulations Governing the Use and Access to Utility Easements, adopted on February 15, 2007, provides as follows:

"1. To reduce the maintenance, repair and installation costs of utilities to all consumers, the City shall not restore nor pay any restoration or replacement costs for any encroachment placed upon a public utility easement or right-of-way that is removed after notice has been given to the property owner to remove the encroachment and grant access for utility service, except under the limited circumstances provided in Section 20-1-101, Lawton City Code

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1 Okla. Stat. tit. 51 § 152 (17).

2 Okla. Stat. tit. 51 § 153 (A) & (B).

3 *Kamphaus v. Town of Granite*, 2022 OK 46, ¶ 8; *Miller v. David Grace, Inc.*, 2009 OK 49, ¶ 11.

4 See Lawton City Code, 20-1-101 §§ (A)(1), (A)(2)(a), (A)(2)(b), and (B)(1).

5 Okla. Stat. tit. 11 § 37-108

2005.”

Here, despite the situation constituting an emergency under the Act which requires no notice prior to excavation. City is not liable for damages because the non-negligent actions of the City occurred during the repair of a water line in an emergency situation.

Denial of this claim is recommended for the following reasons:

1. The City had no prior notice of an issue with the City’s water main on the segment in question.
2. There is no evidence to suggest the City of Lawton acted negligently when performing necessary emergency repairs to the City’s water main.

Accordingly, this office recommends denial of this claim in full.

GARRETT LAM  
ASSISTANT CITY ATTORNEY



***Mincie Beamesderfer, ACP***

***Claims Investigator***

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## OFFICE OF THE CITY ATTORNEY

### AMENDED CLAIMS MEMORANDUM #DC-2026-004

**TO:** Mayor and Council

**FROM:** Garrett Lam  
Assistant City Attorney

**THROUGH:** Jari Askins  
Interim City Attorney

**DATE:** June 2, 2026

**MEETING:** June 9, 2026

**RE:** Damage claim of  
Stewart Johnson  
307 NW 33<sup>rd</sup> Place  
Lawton, Oklahoma 73501

A handwritten signature in blue ink, appearing to be "Garrett Lam", is written over the "FROM:" field.

Submitted in the amount of \$4,843.14 on January 19, 2026.

**RECOMMENDATION:** Denial

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**BASIS OF CLAIM:** Stewart Johnson is the owner of the property at 307 NW 33<sup>rd</sup> Place, Lawton Oklahoma, and alleges on April 5, 2025, a water main break occurred causing damage to the brick wall and landscaping. Claimant is seeking reimbursement for removal, replacement and repair of landscaping and irrigation and water filters. Mr. Johnson has filed a claim in the amount of \$4,843.14 and submitted an invoice from Juan O. Dominguez in the amount of \$800.00 for cleaning bricks and rebuilding the brick landscaping wall, an invoice from Culligan of Lawton in the amount of \$243.14 to replace water filters, and an invoice from Helping Hands Lawncare LLC. in the amount of \$3,800.00 to repair the irrigation system, replace soil, mulch, focal tree and bed plants, clean up and remove and dispose of debris.

**DATE OF DAMAGE:** April 5, 2025

**FACTS:** The claim was presented to the City Council on March 24, 2026, with a recommendation for denial. The claim was pulled from Consent Agenda so that Mr. Johnson could address the Council regarding the denial. Mr. Johnson falsely claimed locates were not done on the Council Floor. Councilman Kirby Brown tabled the claim because he requested more information regarding locates that were called in at the time of the damage. Per Okie811's records of ticket number 25040504350002, it was created on an emergency basis by a CoL Water employee. The ticket states the following in the remarks: "There is an obvious blowhole in the bushes in front of the house". The following entities successfully responded to the request for locates: AT&T at 6:05 AM, Fidelity Communications at 6:05 AM, PSO at 8:11 AM, Summit Utilities at 4:52 AM, and Dobson Fiber at 6:05 AM on April 5, 2025. The Okie811 Ticket is attached.

Mr. Johnson also falsely accused the City of digging up too much of his property when the crew was looking for the water main to repair. Public Utilities Superintendent Rusty Whisenhunt confirms the City of Lawton crew tried NOT to dig up the flowerbed. They dug in the driveway to attempt to repair the City's main without disturbing the flowerbed. The GIS map shows the water main pipe segment terminates directly under the flowerbed. The Water Distribution crew had no other choice than to dig where the water main was located. The City of Lawton returned to repair the driveway.

Also of note, the recommendation for denial was also based on Council Policy 5-3 which states:

"1. To reduce the maintenance, repair and installation costs of utilities to all consumers, the City shall not restore nor pay any restoration or replacement costs for any encroachment placed upon a public utility easement or right-of-way that is removed after notice has been given to the property owner to remove the encroachment and grant access for utility service, except under the limited circumstances provided in Section 20-1-101, Lawton City Code 2025."

No notice was required based on this emergent situation with the water main break.

City Code, Section 20-1-101 A.1. states:

"No person may obstruct any street, avenue, alley, crosswalk, sidewalk, right-of-way, easement or public ground in the city by placing, erecting, constructing or maintaining any structure over, upon or across any such area or by placing any bush, hedge or fence on such area or by blocking by any means except as authorized in this code. Provided, however, that any obstruction or constructions in or upon any city right-of-way existing prior to December 14, 1994, is hereby permitted so long as the city's right to the use of said easements or rights of way is not impaired or diminished. Provided further that certain limited encroachments as described below may be granted administratively through the building permit process and by the city council upon the issuance of a revocable permit."

City Code Section 20-1-101 B.5 gives instructions on how to obtain this permit, which states:

"Any obstruction or structure located in or upon a city right-of-way or easement existing prior to December 14, 1994, or any other previously permitted encroachment upon public easement or right-of-way which require maintenance or reconstruction in the same location may be permitted by the code official through the permit procedure and the filing of an administrative revocable permit in the county clerk's records after payment of the cost of recording same at the county clerk's office. Said maintenance and reconstruction shall not include any expansion of the encroachment."

License and Permits (L&P) does not have a record of a permit that was pulled to replace the flower bed in 2025 or 2026. The most recent permit L&P has on record is an abandoned driveway replacement from July 2020. The inspection that was done in September 2021, showed the driveway was not complete and was not in compliance with City Code. That permit was later abandoned on February 2, 2022. Further, there was no revokable permit filed with the District Court of Comanche County. As such, the flower bed is currently not in compliance with City Code. Our recommendation remains unchanged and still recommends denial of the claim in full.

**LEGAL BASIS FOR DENIAL OF CLAIM:**

This office recommends denial of this claim in full because in this instance:

1. The proper locates were performed and documented correctly, as evidenced in the attached Okie811 ticket, even though the City is not required in an emergency situation.
2. The amount of excavation to find the water line was not excessive – it was done to prevent further damage to the property, and the driveway was restored to its previous state by the City.
3. The City has the right to access the utility right-of-way and will not be responsible for restoring encroachments on the utility right-of-way.
4. A special revokable permit is required for the encroachment to be placed in the City's right-of-way, and no permit has been issued. It should also be noted that if the permit was issued, that does not absolve the property owner of paying for any damage to the encroachment. The City would still not pay for the restoration or replacement costs of the encroachment, regardless of a permit.

  
\_\_\_\_\_  
Garrett Lam  
ASSISTANT CITY ATTORNEY

RESOLUTION NO. 26-\_\_\_\_

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO ASSIST STEWART JOHNSON IN FILING A FRIENDLY SUIT IN THE DISTRICT COURT OF COMANCHE COUNTY, OKLAHOMA, AGAINST THE CITY OF LAWTON; AND AUTHORIZING THE CITY ATTORNEY TO CONFESS JUDGMENT THEREIN IN THE AMOUNT OF TWO THOUSAND FOUR HUNDRED TWENTY-ONE AND 57/100 DOLLARS (\$2,421.57).**

**WHEREAS**, on April 5, 2025, a City of Lawton water main break occurred at 307 NW 33<sup>rd</sup> Place, Lawton, Oklahoma, causing damage in the alleged amount of \$4,843.14, as stated in his claim, which was filed with the City Clerk against the City of Lawton on January 19, 2026; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Lawton, Oklahoma, that the City Attorney is hereby authorized and directed to assist Stewart Johnson in bringing suit in the District Court of Comanche County, Oklahoma, against the City of Lawton and to confess judgment therein in the reduced amount of Two Thousand Four Hundred Twenty-One and 57/100 Dollars (\$2,421.57); and further, **BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute a written Warrant of Attorney directing the City Attorney to confess judgment against the City in said amount.

**ADOPTED and APPROVED** by the Council of the City of Lawton this 30<sup>th</sup> day of June 2026.

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form this \_\_\_\_ day of June 2026.

\_\_\_\_\_  
GARRETT LAM  
ASSISTANT CITY ATTORNEY

**Item Title:**

Pursuant to Section 307B.3, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the potential purchase of real property, and if necessary, take appropriate action in open session.

**Initiator:** Dewayne Burk, Deputy City Manager

**Information Source:** Dewayne Burk, Deputy City Manager

**Background:**

Section 307B.3 of Title 25 of the Oklahoma Statutes permits a public body to enter into executive session for the purpose of discussing the purchase or appraisal of real property. This provision allows the council to deliberate privately in order to protect the integrity of potential negotiations and ensure the City's best interests are maintained. Following the executive session, any necessary action will be taken in open session in compliance with the Oklahoma Open Meeting Act.

**Correlation to the True North Statement:**

Safe Community; Quality of Life

**Exhibit:**

None.

**Key Issues:**

N/A

**Funding Source:**

N/A

**Recommended Action:**

Take any action deemed necessary in open session.

**ATTACHMENTS:**

None