



City of Lawton

City Council

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

Agenda

Tuesday, October 28, 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

Proclamation

1. Extra Mile Day
2. Clean Sweep Award — The Light of the World Church

Presentations

3. Receive the annual report from the Lawton Enhancement Trust Authority (LETA).

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 the following tort claim recommended for denial: Charlton Roach in the amount of \$280.53.
5. Consider the following tort claim recommended for approval: Sandra Brown in the amount of \$1,997.61, and approve the resolution authorizing the filing of a Friendly Suit and confessing judgment in said amount.
6. Consider adopting a resolution approving the joint petition settlement in the amount of \$14,256.00 and making payment in the workers' compensation claim of Chance Mullins.

7. Consider approving a Professional Services Agreement between the City of Lawton and the Honorable Jari Askins for the position of Interim City Attorney.
8. Consider granting an overhead right-of-way easement to PSO for the Lake Ellsworth Dam Project and authorizing the Mayor to execute the easement document.
9. Consider approving a resolution amending the City of Lawton FYE26 budget, as amended, to appropriate \$87,340.00 to the Cellular Fee Fund to fund up-front costs associated with the Oklahoma 911 Management Authority grant.
10. Per the recommendation of the Council Fee Committee, consider approving a resolution amending Appendix A, 19-1, General Lake and Recreation, and Appendix A, Chapter A-19, Article A-19-5, Buildings in Lake Areas, Schedule of Fees and Charges, Lawton City Code 2015, by removing the cents from camper/trailer/RV/Dry/Wet Stalls annual lease amounts, removing cents from the boathouse lease amounts, and changing rates for dry storage units to be consistent based on the unit size.
11. Consider and take action in awarding a contract in the amount of \$14,693,000 to Walters-Morgan Construction, Inc., for the construction of SEWTP Dewatering Improvements project PU2414 for construction of a solids handling facility at the Southeast Water Treatment Plant (SEWTP) that removes the loading from the Wastewater Treatment Plant (WWTP)
12. Consider approving final Change Order No. 1 with an overall deduction of - \$127,920.95 from the original contract amount of \$1,851,666.36 with K&R Builders, Inc. for Project EN2112 — Rehabilitation of Cache Rd Wolf Creek Bridges M09-1 & M09-2, thereby placing the Maintenance Bond into effect.
13. Consider awarding project EN2002C, the rehabilitation of Lee Blvd between 38th Street and 52nd Street, to T&G Construction.
14. Consider approving task order for managing the Lee Blvd project EN2002C to WSB in the amount of \$150,285.00.
15. Consider accepting the as-builts and maintenance bond for the offsite improvements for the installation of the new traffic control system at NW 50th Street and NW Cache Road.
16. Consider approving an Agreement for Limited Support between the Museum of the Great Plains Trust Authority and the City of Lawton to fund the continued operation of the Museum, contingent upon the Museum of the Great Plains Trust Authority approving the agreement, and authorize the Mayor and City Clerk to execute the Agreement.

17. Consider approving an all-way stop sign at the intersection of SW 69th and SW 70th Streets.
18. Consider approving the installation of an all-way stop at the intersection of SW Dove Creek and SW 54th Streets.
19. Consider approving an amendment to Council Policy 01-06, Council Rules of Procedure, in order to: replace references to “Legistar” with “CivicPlus”; add that items requesting the use of CIP funds show that the request was expressly included within the scope and cost parameters of the project when the original Resolution of Intent was approved; move "Audience Participation" to the end of the meeting; prohibit the removal of boards, commission, and committee appointments from the consent agenda for discussion by the public; allow for the use of an electronic voting system during City Council meetings; and direct Council members not to nominate or reappoint individuals in a manner that would result in more than nine consecutive years of service on the same board or committee without a break in service of one term, or to make appointments that would extend beyond their own term of office.
20. Contingent upon approval of a budget amendment, approve a resolution authorizing the Communications Department to apply for a grant through the Oklahoma 9-1-1 Management Authority, with the intent of receiving 100% reimbursement for eligible expenses.
21. Consider approving the Annual Meeting Notice for Calendar Year 2026.
22. Consider approving a resolution rescheduling the regularly scheduled council meetings in November and December 2025.
23. Consider approving a resolution rescheduling the regularly scheduled council meetings in November and December 2026.
24. Consider approving the claims list from October 11, 2025, through October 24, 2025.
25. Consider approving the minutes of the October 14, 2025 Council meeting.
26. Consider approving proposed appointments to boards and commissions.

Business Items

27. Approve a resolution of support for a funding agreement between the Lawton Economic Development Authority and the Oklahoma Development Finance Authority in an amount not to exceed \$22 million.
28. Consider approving a Funding Agreement between the Oklahoma Development Finance Authority and the Fires Innovation and Science

Technology Accelerator (FISTA) Development Trust Authority.

29. Consider holding a public hearing, considering an ordinance for a change of zoning request for the 320-acre parcel of vacant land owned by the Comanche County Industrial Development Authority, being the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M, located west of NW 97th Street/NW Goodyear Blvd, east of NW 112th St and north of what would be the extension of W Gore Blvd for Firehawk Aerospace, and considering a Use Permitted on Review on a portion thereof, and take appropriate action as deemed necessary.
30. Consider and take action in accepting the final report of the Ellsworth Dam and Lawtonka Dam Gate Operations Study conducted by Jacobs Engineering and adopting the updated gate operations policy.
31. Consider and provide direction on action on Wedgewood Water Association due to delinquent water bill payment overages and continued revenue losses.
32. Consider a proposal to implement an EMS Mutual Aid Transport Plan and direct staff to take action as necessary, to include obtaining a transport license.

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:

Extra Mile Day

Initiator: Stan Booker, Mayor

Information Source: Stan Booker, Mayor

Background:

Extra Mile Day is a nationwide initiative that celebrates individuals and organizations who make a positive impact in their communities through volunteerism and service. Observed annually on November 1, the event encourages citizens to “go the extra mile” in supporting others and strengthening their cities.

2025 marks the 17th year of the Extra Mile Day campaign, which the City of Lawton has participated in several times. Last year, 517 mayors and community leaders across the country took part in recognizing their local “extra-mile heroes.” Through this proclamation, the City of Lawton continues to honor the spirit of volunteerism and community service that keeps our city vibrant, resilient, and connected.

Correlation to the True North Statement:

The Citizen

Exhibit:

Proclamations

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Proclamations Only: No action needed.

ATTACHMENTS:

1. 2025 Extra Mile Day - Jeannette Klein
2. 2025 Extra Mile Day - Max Sasseen
3. 2025 Extra Mile Day - Joslyn Wood

City of Lawton, Oklahoma **Proclamation**

Whereas, Lawton, Oklahoma, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

Whereas, Lawton, Oklahoma is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, Lawton, Oklahoma is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

Whereas, Lawton, Oklahoma acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2025.

Now, Therefore, I, Stan Booker, Mayor, City of Lawton, Oklahoma, do hereby proclaim November 1, 2025, to be

Extra Mile Day
with special recognition to
Jeannette Klein

I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

In witness whereof, I hereunto set my hand and cause the Official Seal of the City of Lawton, Oklahoma, to be affixed hereto this 12th day of November 2024.

Stan Booker, Mayor

City of Lawton, Oklahoma *Proclamation*

Whereas, Lawton, Oklahoma, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

Whereas, Lawton, Oklahoma is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, Lawton, Oklahoma is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

Whereas, Lawton, Oklahoma acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2025.

Now, Therefore, I, Stan Booker, Mayor, City of Lawton, Oklahoma, do hereby proclaim November 1, 2025, to be

Extra Mile Day *with special recognition to* *Max Sasseen*

I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

In witness whereof, I hereunto set my hand and cause the Official Seal of the City of Lawton, Oklahoma, to be affixed hereto this 12th day of November 2024.

Stan Booker, Mayor

City of Lawton, Oklahoma Proclamation

Whereas, Lawton, Oklahoma, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

Whereas, Lawton, Oklahoma is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, Lawton, Oklahoma is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

Whereas, Lawton, Oklahoma acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2025.

Now, Therefore, I, Stan Booker, Mayor, City of Lawton, Oklahoma, do hereby proclaim November 1, 2025, to be

Extra Mile Day
with special recognition to
Joslyn Wood

I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

In witness whereof, I hereunto set my hand and cause the Official Seal of the City of Lawton, Oklahoma, to be affixed hereto this 12th day of November 2024.

Stan Booker, Mayor

Item Title:

Clean Sweep Award — The Light of the World Church

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

Presentation Only: No Action Needed.

ATTACHMENTS:

None

Item Title:

Receive the annual report from the Lawton Enhancement Trust Authority (LETA).

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Charlotte Brown, Deputy Director

Background:

Per the annual Limited Services Agreement between the Lawton Enhancement Trust Authority (LETA) and the City of Lawton, LETA is required to provide an annual report to the City Council. The FY 2024-2025 Annual Report will be presented by Chairperson Barry Ezerski.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

2024-2025 Presentation

Key Issues:

N/A

Funding Source:

Hotel/Motel Taxes/ Municipal Fines/Grants

Recommended Action:

Receive the report from the current Chair of the Lawton Enhancement Trust Authority.

ATTACHMENTS:

1. 2024-2025 Presentation



LETA 2024-2025 Year End Report

Board Members

- Ward 1 – Vacant
- Ward 2 – Chris Rabon
- Ward 3 – Ted Symuleski
- Ward 4 – Jeremy Lohman
- Ward 5 – Dwight Tanner
- Ward 6 – Dr. Charles Owens
- Ward 7 – Addie Smith
- Ward 8 – Francis “Dwain” Baxter
- Chamber Representative – Barry Ezerski
- County Representative – Johnny Owens
- Council Representative – Vacant



Second Street Color



Trash Off



Trash Off



Trash Off



Eye Candy Award Winners

Cathy Ward
– Residential
Yard of the
Year



Eye Candy Award Winners

Anderson's
Pharmacy –
Commercial
Business of
the Year



Eye Candy Award Winners

Dory Thomas –
Champion
Volunteer



Eye Candy Award Winners

Phil Kennedy –
Visionary
Leader Award



Eye Candy Award Winners

Ronda
Norrell –
Rosemary
Bellino
Award



Eye Candy Award Winners

Cam Huynh
– Kids First
Champion
Award



Yard of the Month Winner



Yard of the Month Winner



Yard of the Month Winner





Yard of the Month Winner



Freedom Festival



Drone Show

Teen Court Beautification



Teen Court Beautification





Other notable projects

- Cinderella Carriage light display for 2025 Holiday Season
- Storage supplies for the Cultural Preservation Committee
- Lawton Art Walk approval for Hugh Bish Elementary
- Entry way flowerbeds at Elmer Thomas Park
- Rogers Lane Beautification
- Shepler Park Improvements
- Trash Off Shirts for volunteers
- Annual Tulip replanting
- Freedom Festival assistance
- Fly a Flag Program
- Annual City Hall Poinsettias
- Sheridan Road flower bed medians
- Lee Boulevard crape myrtle medians
- Flower areas at the entrance to the Airport



Item Title:

Consider the following tort claim recommended for denial: Charlton Roach in the amount of \$280.53.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Garrett Lam, Assistant City Attorney

Background:

The listed claim has been filed against the City of Lawton with the City Clerk. The claim has been investigated by the staff and a legal opinion/recommendation has been prepared by the City Attorney's Office.

Charlton Roach: Claim in the amount of \$280.53 for property damage

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

Legal Opinion/Recommendation

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Deny the claim listed above.

ATTACHMENTS:

1. DC-2025-052, Roach, Charlton Memorandum



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2025-052

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: October 13, 2025

MEETING: October 28, 2025

RE: Damage claim of Charlton Roach
6819 SW 257th Street
Indiahoma, OK 73552

Submitted in the amount of \$280.53 on September 16, 2025

RECOMMENDATION: Denial

BASIS OF CLAIM: Charlton Roach alleges on August 20, 2025, City of Lawton police officers where in high-speed pursuit that ended in his driveway, resulting in the individual locking himself in Mr. Roach's pickup. Officers had to break out the window of the pickup in order to take custody of the individual that was wanted on an outstanding warrant. Claimant has submitted an invoice from the glass doctor in the amount of \$280.53 to replace the broken window.

DATE OF DAMAGE: August 20, 2025

FACTS: On August 20, 2025, a Lawton Police officer attempted to serve a warrant on an individual when he fled the scene. The individual was pursued at high rates of speed throughout the City of Lawton and Comanche County. The individual ran out of gas in front of Mr. Roach's private drive in Indiahoma and officers chased him down the driveway until he jumped in Mr. Roach's 2011 Ford pickup and locked the doors. The officer quickly broke out the window to take custody of the individual.

LEGAL BASIS FOR DENIAL OF CLAIM: Pursuant to Title 51, Oklahoma Statutes, §151 et seq., municipalities are held accountable in the same manner as private entities or individuals for negligent acts or omissions that result in harm to others. Negligence comprehends the failure to exercise due care required by the circumstances. Berbohn v. Pinkerton, 255 P.2d 260 (Okla. 1953). The Oklahoma Governmental Tort Claims Act, Oklahoma Statutes Title 51, Section 155 also provides that a state or a political subdivision shall not be liable if a loss or claim results from:

3. Execution or enforcement of the lawful orders of any court.

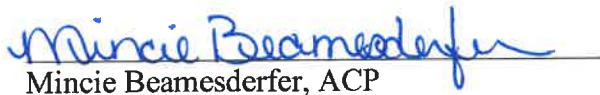
9. Entry upon any property where that entry is expressly or implied authorized by law.

This office recommends denial of this claim because:

1. In this instance, the officers had authority, by state statute, to break the window to execute the warrant. Furthermore, the officers' actions are exempt from liability under the above-listed provisions.

It is the recommendation of this office for claimant to contact the Comanche County District Attorney's Victim Witness Coordinator, Lynn Henry, to file for restitution in the case of Gaige Shiplet, CF-2025-463.

GARRETT LAM
ASSISTANT CITY ATTORNEY


Mincie Beamesderfer, ACP
Claims Investigator

Item Title:

Consider the following tort claim recommended for approval: Sandra Brown in the amount of \$1,997.61, and approve the resolution authorizing the filing of a Friendly Suit and confessing judgment in said amount.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Garrett Lam, Assistant City Attorney

Background:

The listed claim has been filed against the City of Lawton with the City Clerk. The claim has been investigated by the staff and a legal opinion/recommendation has been prepared by the City Attorney's Office.

Sandra Brown: Claim in the amount of \$1,997.61 for property damage.

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

Legal Opinion/Recommendation
Resolution No. _____

Key Issues:

N/A

Funding Source:

Sinking Fund

Recommended Action:

Approve the claim listed above and approve the resolution authorizing the filing of a Friendly Suit and confess judgment.

ATTACHMENTS:

1. DC-2025-049, Brown, Sandra - Memorandum
2. DC-2025-049, Brown, Sandra - Resolution and Warrant of Attorney



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2025-049

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: October 13, 2025

MEETING: October 28, 2025

RE: Damage claim of
Sandra Brown
1902 NW 66th Street
Lawton, Oklahoma 73505

Submitted in the amount of \$1,997.61 on August 13, 2025

RECOMMENDATION: Approval in the amount of \$1,997.61

BASIS OF CLAIM: Sandra Brown is the owner of the property at 1902 NW 66th Circle, Lawton, Oklahoma and alleges on July 14, 2025, she experienced a sewer backup, and again on July 15, 2025, when Wastewater Collections was working on the City's main. Claimant is seeking reimbursement for personal items and cleaning supplies from Sam's and Amazon and has submitted receipts in the amount of \$478.10, two days of lost wages in the amount of \$500.00, and an invoice in the amount of \$998.00 from Oklahoma Water Pro's for a backflow preventer.

FACTS: According to Wastewater Collection records, the Wastewater Collections Division received a call from claimant on July 14, 2025, at 12:17 p.m. A Wastewater Collections crew responded to the call and was only able to flush the City's main approximately 19 feet. The crew was unable to clear the blockage and attempted to find the upper lamp hole on the line to flush from. They were unable to find the upper lamp hole due to the overgrowth and debris in the backyard of 1908 NW 66th Circle. Wastewater Collections contacted Andy's Plumbing to arrange for excavation to establish flow of the City's main. Andy's Plumbing dug up a spot at the 19-foot mark on the City's main and a Wastewater Collections crew returned to flush the main 175 feet from the lower manhole. The flush did not clear the City's main past the claimant's house and her service line was still holding. Andy's Plumbing snaked her service and pulled out what appeared to be a trash bag and some non-biodegradable wipes that may have been stuck in the City's main. Once that debris came out and the collapsed main was flowing, and her service line began to flow as well.

Records of the main history show no prior history on the actual pipe segment, and history on the first, second pipe, and third pipe segment below. None of the pipe segments appear on the SSES report for replacement.

LEGAL BASIS FOR APPROVAL OF CLAIM: Pursuant to Title 51, Oklahoma Statutes, §151 et seq., municipalities are held accountable in the same manner as private entities or individuals for negligent acts or omissions that result in harm to others. However, negligence is never presumed, and the burden of proving negligence and that it was the proximate cause of the harm complained of, is on the complaining party. Oklahoma Ry. Co. v. Ivery, 204 P.2d 978 (Okla. 1949). **In the case of a defective water and sanitary sewer system, the Oklahoma Supreme Court has held that a complaining party does not meet his burden of proving negligence unless prior notice of the defective condition, actual or constructive, has been received by the entity controlling and managing the system.** City of Holdenville v. Griggs, 411 P.2d 521 (Okla. 1966). In that instance, a duty arises to abate the defect within a reasonable time. Id. at 522.

In this instance:

1. The City had prior notice of an obstruction and would therefore be liable for this claim.

Accordingly, this office recommends approval of this claim in the amount of \$1,997.61. Which is claimants out of pocket expenses for the sewer back up damages and the backflow preventer. This office typically recommends claimants go through the process to apply for a partial reimbursement of a gravity backwater valve through the City of Lawton License and Permits Division and does not recommend reimbursement for installment of backwater valves outside of this process. However, in this instance, the City has experienced prior blockages in the City's main, and wastewater collections is unable to reach the upper lamp hole. The installation of the backflow preventer may prevent further damage to Claimants' property and therefore, in this extremely limited instance, it is recommended that Claimants be reimbursed for the installation of the backflow preventer.

In the future, if Claimant experiences a problem with the sewer line at her home, it is advised that she notify Wastewater Collections/Maintenance at 581-3500 or after hours and weekends at 581-3272. The City will send a crew out to the home to check the main line immediately. It is also recommended that residents not dispose of wipes and feminine hygiene products in the toilets

GARRETT LAM
ASSITANT CITY ATTORNEY


Mincie Beamesderfer, CP
Claims Investigator

RESOLUTION NO. 25-_____

A RESOLUTION AUTHORIZING AND DIRECTING THE ASSISTANT CITY ATTORNEY TO ASSIST SANDRA BROWN IN FILING A FRIENDLY SUIT IN THE DISTRICT COURT OF COMANCHE COUNTY, OKLAHOMA, AGAINST THE CITY OF LAWTON; AND AUTHORIZING THE ASSISTANT CITY ATTORNEY TO CONFESS JUDGMENT THEREIN IN THE REDUCED AMOUNT OF ONE THOUSAND NINE HUNDRED NINETY-SEVEN AND 61/100 DOLLARS (\$1,997.61).

WHEREAS, on July 14, 2025, a sewer backup occurred at 1902 NW 66th Circle, Lawton, Oklahoma, causing damage in the amount of \$1,997.61, which was filed with the City Clerk against the City of Lawton on August 13, 2025; and,

WHEREAS, it would be in the best interest of the City of Lawton to settle the claim by filing a friendly suit in the District Court of Comanche County and confess judgment therein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, Oklahoma, that the Assistant City Attorney is hereby authorized and directed to assist Sandra Brown 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 One Thousand Nine Hundred Ninety-Seven and 61/100 Dollars (\$1,997.61); and further, **BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute a written Warrant of Attorney directing the Assistant City Attorney to confess judgment against the City in said amount.

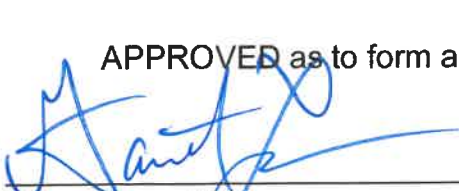
ADOPTED and **APPROVED** by the Council of the City of Lawton this 28th day of October 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 15th day of October 2025.



GARRETT LAM
ASSISTANT CITY ATTORNEY

**WARRANT OF ATTORNEY
FOR MAKING CONFESSION OF JUDGMENT**

KNOW ALL MEN BY THESE PRESENTS:

That on October 28, 2025, by Resolution, the City Council of the City of Lawton, directed the Assistant City Attorney of the City of Lawton to waive the service of summons, to make a general appearance and to confess judgment in the District Court of Comanche County case to be styled:

SANDRA BROWN vs. CITY OF LAWTON, OKLAHOMA

CASE NO. CS-2025-

in the amount of One Thousand Nine Hundred Ninety-Seven and 61/100 Dollars (\$1,997.61).

Said Resolution further directed the Mayor and City Clerk of the City of Lawton to execute this Warrant, and the execution of said Warrant by the Mayor and the attestation by the Clerk of the City of Lawton thereby authorized the Assistant City Attorney to confess aforesaid judgment in the amount of One Thousand Nine Hundred Ninety-Seven and 61/100 Dollars (\$1,997.61).

Dated this 28th day of October 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

 APPROVED as to form and legality this 15th day of October 2025.

GARRETT LAM
ASSISTANT CITY ATTORNEY

Item Title:

Consider adopting a resolution approving the joint petition settlement in the amount of \$14,256.00 and making payment in the workers' compensation claim of Chance Mullins.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Garrett Lam, Assistant City Attorney

Background:

This matter involves the workers' compensation claim of Chance Mullins, an Assistant Fire Marshall, who alleges injury to his back, the last date of exposure was 01/06/2025. Settlement has been reached subject to City Council approval with the claimant agreeing to accept the City's offer of \$14,256.00, including \$2,851.20 for attorney's fees, and a \$427.68 Multiple Injury Trust Fund Assessment payment to the Oklahoma Tax Commission.

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

Resolution No. _____

Key Issues:**Funding Source:**

Sinking Fund

Recommended Action:

Adopt a resolution approving the Joint Petition settlement of \$14,256.00 and making payment in the pending workers' compensation claim of Chance Mullins.

ATTACHMENTS:

1. Mullins WC Resolution

RESOLUTION NO. 2025-

A RESOLUTION APPROVING THE JOINT PETITION SETTLEMENT AND MAKING PAYMENT OF THE SETTLEMENT IN THE WORKERS' COMPENSATION CASE OF CHANCE MULLINS FOR THE AMOUNT OF FOURTEEN THOUSAND TWO HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$14,256.00) INCLUDING AN ATTORNEY'S FEE PAYMENT IN THE AMOUNT OF TWO THOUSAND EIGHT HUNDRED FIFTY-ONE AND 20/100 DOLLARS (\$2,851.20); DIRECTING THREE PERCENT (3%) OF SAID JUDGMENT, IN THE AMOUNT OF FOUR HUNDRED TWENTY-SEVEN AND 68/100 DOLLARS (\$427.68), 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, Chance Mullins has filed an injury claim with the Workers' Compensation Commission for disability benefits as a result of an injury to his back, which occurred on January 6, 2025, while on duty as an Assistant Fire Marshall for the City of Lawton, Fire Department; and,

WHEREAS, a Joint Petition Settlement has been reached in the amount of Fourteen Thousand Two Hundred Fifty-Six and No/100 Dollars (\$14,256.00), including an attorney's fee payment in the amount of Two Thousand Eight Hundred Fifty-One and 20/100 Dollars (\$2,851.20); 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 Four Hundred Twenty-Seven and 68/100 Dollars (\$427.68); and,

WHEREAS, the amount due to Chance Mullins will be Fourteen Thousand Two Hundred Fifty-Six and No/100 Dollars (\$14,256.00), including an attorney's fee payment in the amount of Two Thousand Eight Hundred Fifty-One and 20/100 Dollars (\$2,851.20) and including a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of Four Hundred Twenty-Seven and 68/100 Dollars (\$427.68).

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 Fourteen Thousand Two Hundred Fifty-Six and No/100 Dollars (\$14,256.00), including an attorney's fee payment in the amount of Two Thousand Eight Hundred Fifty-One and 20/100 Dollars (\$2,851.20) and a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of Four Hundred Twenty-Seven and 68/100 Dollars (\$427.68), in the workers' compensation case of Chance Mullins.

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma this 28th day of October 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

 APPROVED as to form and legality this 10th of October 2025.

GARRETT LAM, ASSISTANT CITY ATTORNEY

Item Title:

Consider approving a Professional Services Agreement between the City of Lawton and the Honorable Jari Askins for the position of Interim City Attorney.

Initiator: John Ratliff, City Manager

Information Source: John Ratliff, City Manager

Background:

At the special meeting held on October 22, 2025, the City Council directed the City Manager to negotiate a contract with the Honorable Jari Askins, to serve as Interim City Attorney. The attached Professional Services Agreement is the result of those negotiations.

Under the terms of the agreement, the Honorable Jari Askins will serve as Interim City Attorney beginning November 3, 2025, through February 3, 2026, with the option to extend the term on a month-to-month basis through June 30, 2026, upon mutual agreement of the parties.

Compensation is set at \$146.00 per hour, not to exceed a total of \$75,000.00 during the term of the contract. Ms. Askins will serve as an independent contractor and will not be eligible for employee benefits offered by the City.

As Interim City Attorney, Ms. Askins will oversee the administrative and operational functions of the City Attorney's Office, supervise staff, and provide legal counsel to the City Council and to public trusts for which the Mayor and Council serve as trustees, provided those trusts have not retained separate counsel. The agreement also outlines provisions for termination, resignation, and conflict of interest disclosure, ensuring compliance with all applicable laws and ethical standards.

Approval of this agreement will formalize Ms. Askins' appointment as Interim City Attorney under the terms negotiated by the City Manager.

Correlation to the True North Statement:

Our Pursuit of Excellence

Exhibit:

Professional Services Agreement- The Honorable Jari Askins, JD

Key Issues:**Funding Source:**

Legal's Salaries and Wages Account

Recommended Action:

Approve a Professional Services Agreement between the City of Lawton and Jari Askins for the position of Interim City Attorney.

ATTACHMENTS:

1. Professional Services Agreement for Jari Askins

**RETAINER AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES**

This Agreement is made and entered into this ____ day of _____, by and between the City of Lawton, Oklahoma, hereinafter referred to as “City” and the Honorable Jari Askins, hereinafter referred to as “Jari Askins.”

Whereas, City desires to retain Jari Askins, as an independent contractor to serve as the Interim City Attorney for the City of Lawton, Oklahoma; and

Whereas, Jari Askins desires to accept the temporary appointment subject to the terms and conditions specified hereinafter.

Now, therefore, in consideration of the mutual promises, stipulations, and covenants contained herein, the City and Jari Askins agree as follows:

I. APPOINTMENT

1.01 City hereby appoints Jari Askins to serve as Interim City Attorney the City of Lawton, Oklahoma. Jari Askins shall be deemed an independent contractor to the City and the City shall have no control over the manner, mode, or means by which Jari Askins performs the duties and responsibilities required for the position of Interim City Attorney.

1.02 Jari Askins agrees to faithfully and to the best of her ability provide administrative and operational oversight of the City Attorney’s Office as specified in, but not limited to the following: (a) Charter of the City of Lawton, Oklahoma; (b) City Code, Ordinances and Resolutions of the City of Lawton, Oklahoma; and (c) other directives of the Lawton City Council, which are not inconsistent with the Constitution, laws of the United States, State of Oklahoma, Charter, Code and Ordinances of the City and other laws. However, notwithstanding the provisions of the paragraph, it is understood and agreed by the parties that Jari Askins- as an independent contractor - shall have the autonomy to exercise the duties of Interim City Attorney in a manner she determines best.

1.03 Jari Askins, as the Interim City Attorney, will oversee the operational and administrative aspects of the office of the City Attorney to include: the supervision of office employees and serving as the City Council’s legal advisor.

1.04 In addition, as the Interim City Attorney, Jari Askins shall serve as legal counsel for all public trusts for which the Mayor and members of the Lawton City Council serve as the chairman and the entire board of trustees of such public trusts. Provided that the public trust has not retained outside counsel for legal services.

1.05 Jari Askins shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the prior written approval of the City. Neither this Agreement nor any interest conveyed herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of the City.

1.06 Jari Askins shall, at all times during her term as Interim City Attorney, remain a member in good standing of the Oklahoma Bar Association otherwise, this Agreement will terminate immediately.

II. TERM

2.01 The term of this Agreement shall begin on November 3, 2025, and shall end of February 3, 2026. This Agreement may be extended month to month, if agreed to in writing by both parties, through June 30, 2026.

III. TERMINATION AND RESIGNATION

3.01 This agreement may be terminated in the sole and absolute discretion of the City Council by at least five (5) affirmative votes of the Lawton City Council cast in open session [with the Mayor being allowed to vote], at which time Jari Askins shall immediately cease to hold the position of Interim City Attorney.

3.02 This agreement may be terminated by Jari Askins by the filing a notice of intent to resign, provided that said written notice is filed with the City Clerk of the City of Lawton at least thirty (30) days prior to the effective date of such resignation.

3.03 If this agreement has not otherwise been terminated pursuant to Paragraph 3.01 or Paragraph 3.02, this agreement will automatically terminate immediately in the event the City Council hires a City Attorney.

3.04 Upon the termination of this Agreement, Jari Askins shall immediately deliver to the office of City Attorney all pleadings, documents and materials in their possession related to his duties. Said documents shall be considered property of the City.

IV. REMUNERATIONS AND BENEFITS

4.01 During the term of this agreement, the City agrees to provide remunerations and benefits as follows:

- (a) **Remunerations.** To the extent Jari Askins performs the duties of the Interim City Attorney (approximately 20- 30 hours a week), City shall provide compensation at the rate of One Hundred Forty-Six and 00/100 Dollars (\$146.00) per hour, which will be subject to appropriate deductions. This shall be the only remuneration provided for services. Under no circumstances, shall the total paid during the contract term exceed Seventy-Five Thousand and 00/100 (\$75,000.00). It is understood and agreed that services rendered pursuant to this agreement will be performed exclusively as an independent contractor and not as an agent or employee of the City.
- (b) **Benefits.** Jari Askins will neither be eligible for nor receive any employee benefits that are otherwise available to employees of the City, including but not limited to participation in any City retirement plan, vacation pay, sick pay, health insurance or any other fringe benefit plan of the City.

4.02 Non-City Work. Jari Askins shall be allowed to engage in other work during the term of this agreement. Should Jari Askins determine her other work constitutes a conflict of interest with the City, City Council shall be notified immediately.

V. INDEMNIFICATION

Jari Askins agrees to indemnify the City, its officers, employees, and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages, to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of her duties as the Interim City Attorney.

VII. PERFORMANCE, MODIFICATION & SEVERABILITY

7.01 Jari Askins shall perform the duties required of the Interim City Attorney under the standards set by law, the Oklahoma Supreme Court and the Oklahoma Bar Association’s standards of conduct and discipline.

7.02 No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

7.03 In the event that any portion or portions of this agreement are adjudged unlawful by a court of competent jurisdiction, the judgment of such court shall not affect the validity of the remaining portions hereof, which shall be and remain in full force and effect during the term of this agreement.

In witness whereof, the parties have hereunto set their hands on the day and year first above written.

CITY OF LAWTON, OKLAHOMA,
A Municipal Corporation

BY: _____
STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK SCHERLER
CITY CLERK

BY: _____
JARI ASKINS

Approved as to form and legality for and on behalf of the City of Lawton, Oklahoma, this _____ day
of _____, 2025.

TIMOTHY WILSON
INTERIM CITY ATTORNEY

Item Title:

Consider granting an overhead right-of-way easement to PSO for the Lake Ellsworth Dam Project and authorizing the Mayor to execute the easement document.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director, Cynthia Augustine, Real Property Coordinator

Background:

PSO has requested an overhead right-of-way easement for a new electronic pole line path for the Lake Ellsworth Dam Project along NE Bonnfield Road.

This easement has been reviewed by Public Utilities and approval is recommended.

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

Easement Document

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

Grant an overhead right-of-way easement to PSO for the Lake Ellsworth Dam Project and authorize the Mayor to execute the easement document.

ATTACHMENTS:

1. PSO Easement Document- LE

PSO
2000 W. Frisco
Chickasha, OK 73018

Agent: Case Clarke/Jake Lee
W.R.#: 87188319
OK 25 3415

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **THE CITY OF LAWTON, OKLAHOMA**, a municipal corporation, of **Comanche County, State of Oklahoma**, hereinafter referred to as "Grantor(s)", for the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which as consideration for any and all direct and indirect, current damage, injury or diminution in value to the property covered by this easement, or the property of Grantor(s) adjacent thereto is hereby acknowledged, hereby grants, bargains, sells, and conveys unto **PUBLIC SERVICE COMPANY OF OKLAHOMA**, an Oklahoma corporation, its successors and assigns, hereinafter referred to as "Grantee", an easement consisting of the perpetual right, privilege and authority to construct, operate, maintain, reconstruct and remove a line or lines of structures with wires, fixtures and other equipment related thereto (whether located on the ground or on said structures) for the transmission of electrical current and other forms of energy and for the transmission or communication of data, audio and video information upon, over, under and across a portion of a tract or parcel of land owned by Grantor(s). Such tract or parcel is located in Section 28, Township 4 North, Range 11 West, I.B.&M., Comanche County, State of Oklahoma, and is described as follows:

All of the North Half of Section Twenty-eight (28), Township Four North (T4N), Range Eleven West (R11W), except the following de- scribed tract of land: Beginning at the Southeast corner of the NE of Section 28, Township 4 North, Range 11 West; thence North along the North-South Section line a distance of 720 feet; thence North 45 degrees West a distance of 848.53 feet; thence West parallel to the East-West Section line a distance of 1390 feet; thence West 30 degrees 19 minutes South a distance of 752.92 feet; thence West parallel to the East-West Section line a distance of 1470 feet; thence Southeasterly along the meander of East Cache Creek as presently located to a point on the East-West Quarter Section line; thence East a distance of 3,660 feet to the point of beginning, containing 100 acres, more or less, which said 100 acres is expressly reserved by the Grantor.

PSO
2000 W. Frisco
Chickasha, OK 73018

Section 28, T4N, R11W

The easement and right-of-way granted hereby is ten (10) feet on each side of a centerline, with the right to install anchors and downguys off right of way at points of angle and ending; more fully described and depicted on Exhibit "A", attached hereto and made a part hereof.

Said right-of-way to be twenty (20) feet in width.

For the same consideration, Grantor further grants unto said Grantee, the perpetual right, privilege and authority: to cut down, trim treat and dispose of any trees and undergrowth on said easement or on the Grantor's property contiguous thereto which, in Grantee's sole judgment, interfere or threaten to interfere with Grantee's structures, lines, fixtures and equipment, or with Grantee's ability to construct, operate, maintain, reconstruct or remove said structures, lines, fixtures and equipment; to prevent the placement of any structure within said easement; to set the necessary guy and brace poles or anchors and to attach all necessary guy wires thereto; to enter upon the said easement over, under and across the Grantor's other property adjacent to said easement for the purpose of constructing, operating, maintaining, reconstructing and removing its said structures, lines, fixtures and equipment; and to construct, operate, maintain, reconstruct, and remove such line or lines upon, over, under and across said easement.

The failure of Grantee to exercise any of the rights granted hereby, in whole or in part, for any period of time shall not be deemed to constitute a waiver, release, abandonment or limitation of such easement, right, privilege or authority. Grantor(s) hereby reserves the right to make such use of the land included within the easement as is not inconsistent with the rights, privileges and authorities granted hereby.

Grantor(s) hereby warrants unto Grantee that Grantor(s) will defend the easement and all rights, privileges and authorities hereby granted against every person or persons who may lawfully claim an interest in the property of Grantor(s) contrary thereto. Grantor(s) hereby acknowledges that this document contains the entire agreement between Grantor(s) and Grantee regarding the easement, rights, privileges and authority granted herein and that Grantor is not relying upon any oral or written representations or assurances given by Grantee in connection with the negotiations for this document. Any special agreements between Grantor(s) and Grantee shall be in writing, and signed by both parties.

PSO
2000 W. Frisco
Chickasha, OK 73018

Section 28, T4N, R11W

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

Timothy Wilson, Acting City Attorney

SIGNED AND DELIVERED this _____ day of _____, 2025.

By: _____

Title: _____

PSO
2000 W. Frisco
Chickasha, OK 73018

Section 28, T4N, R11W

(Acknowledgment)

State of Oklahoma)
)SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by **Stanley Booker** as **Mayor** of the **THE CITY OF LAWTON, OKLAHOMA, a municipal corporation, of Comanche County, State of Oklahoma**, on behalf of the corporation.

My Commission Expires: _____
My Commission Number: _____

Notary Public

(SEAL)

EXHIBIT "A"
1.613 ACRE TRACT
N 1/2, Section 28, Township 4 North, Range 11 West,
Indian Meridian, Comanche County, Oklahoma

Being a 1.613 acre (70,250 square foot) tract situated in the north 1/2 of Section 28, Township 4 North, Range 11 West, Comanche County, Oklahoma, said 1.613 acre tract being more particularly described by metes and bounds as follows:

COMMENCING, at 5/8-inch iron rod with illegible yellow plastic cap found at the southwest corner of the said north 1/2 of Section 28;

THENCE, North 00 degrees 13 minutes 42 seconds East, along the west line of Section 28, a distance of 656.48 feet to a point for corner and the **POINT OF BEGINNING**;

THENCE, North 00 degrees 13 minutes 42 seconds East, continuing along the said west line of Section 28, a distance of 20.66 feet to a point for corner, from said point a 1/2-inch iron rod in concrete found for the southwest corner of Section 16, said Township 4 North, Range 11 West bears North 00 degrees 13 minutes 42 seconds East, a distance of 7,237.73 feet;

THENCE, departing said west line, over and across said Section 28, the following twenty-nine (29) courses and distances:

North 75 degrees 42 minutes 42 seconds East, a distance of 138.77 feet to a point for corner;

North 75 degrees 39 minutes 03 seconds East, a distance of 59.82 feet to a point for corner;

North 60 degrees 19 minutes 57 seconds East, a distance of 225.06 feet to a point for corner;

North 58 degrees 39 minutes 32 seconds East, a distance of 329.91 feet to a point for corner;

North 60 degrees 44 minutes 42 seconds East, a distance of 220.15 feet to a point for corner;

North 21 degrees 28 minutes 58 seconds East, a distance of 239.28 feet to a point for corner;

North 06 degrees 22 minutes 30 seconds East, a distance of 242.85 feet to a point for corner;

South 88 degrees 54 minutes 11 seconds West, a distance of 19.08 feet to a point for corner;

J:\JOB\WFXS070A-City of Lawton - Ellsworth Power Line Easement\700 CADD\713 Survey\713.5 Easement\WFXS070AEX01.docx

EXHIBIT "A"
1.613 ACRE TRACT
N 1/2, Section 28, Township 4 North, Range 11 West,
Indian Meridian, Comanche County, Oklahoma

North 50 degrees 31 minutes 27 seconds East, a distance of 38.68 feet to a point for corner;

North 88 degrees 54 minutes 11 seconds East, a distance of 3.00 feet to a point for corner;

South 06 degrees 22 minutes 30 seconds West, a distance of 12.26 feet to a point for corner;

North 88 degrees 54 minutes 11 seconds East, a distance of 2,004.52 feet to a point for corner;

South 01 degrees 05 minutes 49 seconds East, a distance of 20.00 feet to a point for corner;

South 88 degrees 54 minutes 11 seconds West, a distance of 1,998.07 feet to a point for corner;

South 06 degrees 22 minutes 30 seconds West, a distance of 237.18 feet to a point for corner;

South 83 degrees 37 minutes 30 seconds East, a distance of 2.00 feet to a point for corner;

South 06 degrees 22 minutes 30 seconds West, a distance of 3.00 feet to a point for corner;

South 21 degrees 28 minutes 58 seconds West, a distance of 2.00 feet to a point for corner;

North 68 degrees 31 minutes 02 seconds West, a distance of 2.00 feet to a point for corner;

South 21 degrees 28 minutes 58 seconds West, a distance of 223.21 feet to a point for corner;

South 68 degrees 31 minutes 02 seconds East, a distance of 7.50 feet to a point for corner;

South 21 degrees 28 minutes 58 seconds West, a distance of 26.80 feet to a point for corner;

EXHIBIT "A"
1.613 ACRE TRACT
N 1/2, Section 28, Township 4 North, Range 11 West,
Indian Meridian, Comanche County, Oklahoma

South 60 degrees 44 minutes 42 seconds West, a distance of 23.82 feet to a point for corner;

North 29 degrees 15 minutes 18 seconds West, a distance of 7.50 feet to a point for corner;

South 60 degrees 44 minutes 42 seconds West, a distance of 206.31 feet to a point for corner;

South 58 degrees 39 minutes 32 seconds West, a distance of 329.84 feet to a point for corner;

South 60 degrees 19 minutes 57 seconds West, a distance of 228.04 feet to a point for corner;

South 75 degrees 39 minutes 03 seconds West, a distance of 62.52 feet to a point for corner;

South 75 degrees 42 minutes 42 seconds West, a distance of 143.96 feet to the **POINT OF BEGINNING** and containing 70,250 square feet or (1.613 acres) of land.

Bearing Basis being Grid North, Oklahoma Coordinate System, South Zone (3502), NAD83 (NAD83 (2011 adjustment) epoch 2010).

SURVEYOR'S CERTIFICATE

This easement exhibit meets the minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Professional Engineers and Land Surveyors.



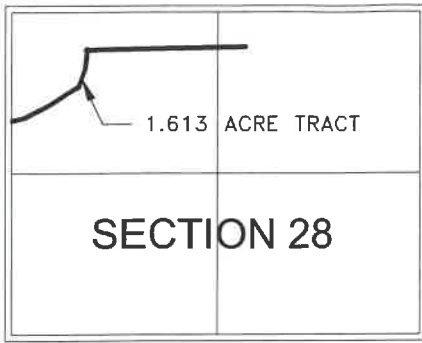
06/09/2025

Paul Daniel
PLS No. 2046
Jacobs
777 Main Street
Fort Worth, Texas 76102
Phone (817)735-6000
Fax (817)735-6148
C.O.A. No. 1435

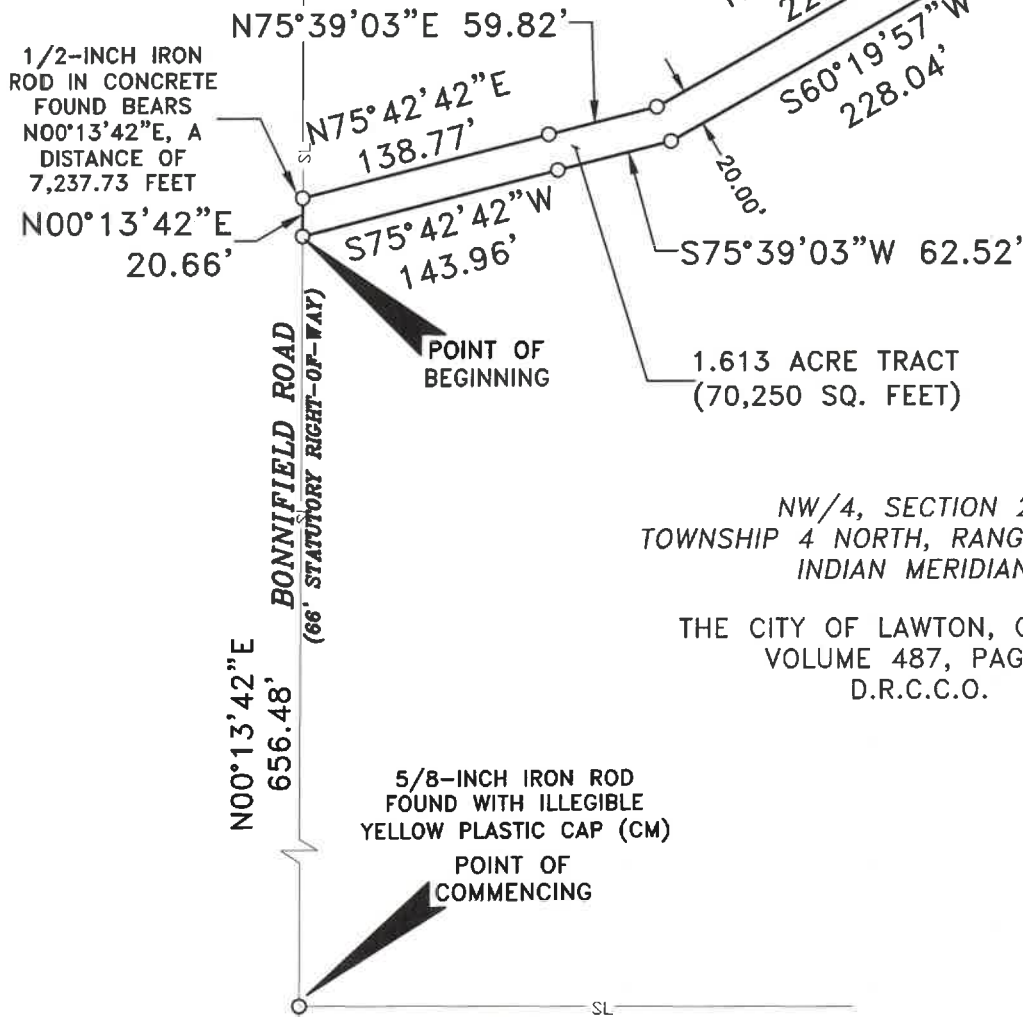
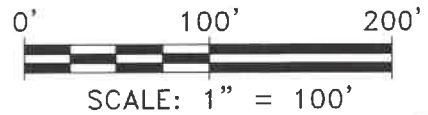


J:\JOB\WFXS070A-City of Lawton - Ellsworth Power Line Easement\700 CADD\713 Survey\713.5 Easement\WFXS070AEX01.docx

Drawing: J:\JOB\WFXSC70A-City of Lawton - Elsworth Power Line Easement\700 CADD\713 Survey\713.5 Easement\WFXSC70AEX01.dwg Saved By: DANIELPT Save Time: 6/9/2025 2:59 PM



VICINITY MAP
NOT TO SCALE



NW/4, SECTION 28
TOWNSHIP 4 NORTH, RANGE 11 WEST
INDIAN MERIDIAN

THE CITY OF LAWTON, OKLAHOMA
VOLUME 487, PAGE 5
D.R.C.C.O.

LEGEND

- D.R.C.C.O. DEED RECORDS, COMANCHE COUNTY, OKLAHOMA
O POINT FOR CORNER UNLESS OTHERWISE NOTED
— SURVEY LINE
— EASEMENT LINE

BEARING BASIS BEING GRID NORTH, OKLAHOMA COORDINATE SYSTEM, SOUTH ZONE (3502),
NAD83 (NAD83 (2011 ADJUSTMENT) EPOCH 2010).

SHEET 4 OF 7	DATE: 06/09/25
	SCALE: 1" = 100'
	DRAWN BY: BL
	CHECKED BY: PD

EXHIBIT A
1.613 ACRE TRACT

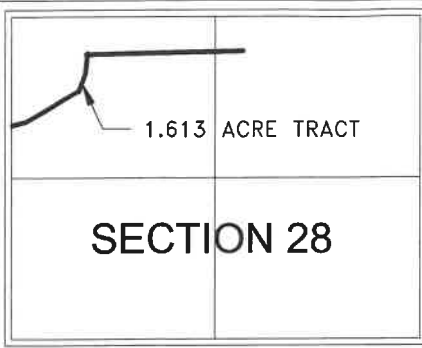
SECTION 28, TOWNSHIP 4 NORTH,
RANGE 11 WEST, INDIAN MERIDIAN,
CITY OF LAWTON, COMANCHE COUNTY, OKLAHOMA

Jacobs

777 MAIN STREET
FORT WORTH, TEXAS 76102
PHONE (817)735-6000 FAX (817)735-6148
C.O.A. NO. 1435

MATCH LINE
SHEET 5

Drawing: J:\JOB\WFS070A-City of Lawton - Ellsworth Power Line Easement\700 CAD\713 Survey\713.5 Easement\WFS070AEX01.dwg Saved By: DANIELPTI Save Time: 6/9/2025 2:59 PM



VICINITY MAP

NOT TO SCALE

0' 100' 200'

SCALE: 1" = 100'



NW/4, SECTION 28
TOWNSHIP 4 NORTH, RANGE 11 WEST
INDIAN MERIDIAN

THE CITY OF LAWTON, OKLAHOMA
VOLUME 487, PAGE 5
D.R.C.C.O.

1.613 ACRE TRACT
(70,250 SQ. FEET)

MATCH LINE
SHEET 4

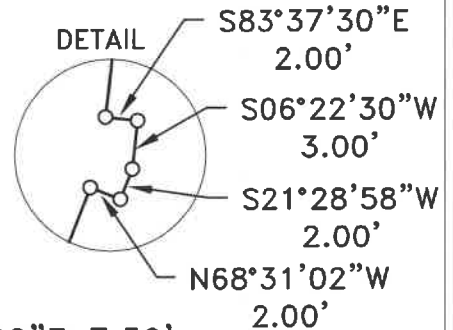
N58°39'32"E 329.91'
S58°39'32"W 329.84'
N60°44'42"E 220.15'
S60°44'42"W 206.31'
20.00'

N88°54'11"E 3.00'
N50°31'27"E 38.68'
S06°22'30"W 12.26'
N88°54'11"E 2,004.52'

S88°54'11"W 19.08'
S88°54'11"W 1,998.07'

N06°22'30"E 242.85'
S06°22'30"W 237.18'

SEE DETAIL



S68°31'02"E 7.50'

S21°28'58"W 26.80'

S60°44'42"W 23.28'

N29°15'18"W 7.50'

LEGEND

D.R.C.C.O. DEED RECORDS, COMANCHE COUNTY, OKLAHOMA
O POINT FOR CORNER UNLESS OTHERWISE NOTED
— SURVEY LINE
— EASEMENT LINE

BEARING BASIS BEING GRID NORTH, OKLAHOMA COORDINATE SYSTEM, SOUTH ZONE (3502),
NAD83 (NAD83 (2011 ADJUSTMENT) EPOCH 2010).

SHEET 5 OF 7	DATE: 06/09/25
	SCALE: 1" = 100'
	DRAWN BY: BL
	CHECKED BY: PD

EXHIBIT A
1.613 ACRE TRACT

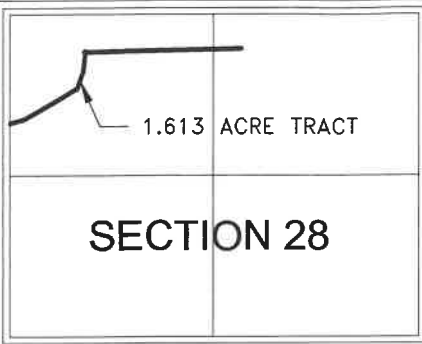
SECTION 28, TOWNSHIP 4 NORTH,
RANGE 11 WEST, INDIAN MERIDIAN,
CITY OF LAWTON, COMANCHE COUNTY, OKLAHOMA

Jacobs

777 MAIN STREET
FORT WORTH, TEXAS 76102
PHONE (817)735-6000 FAX (817)735-6148
C.O.A. NO. 1435

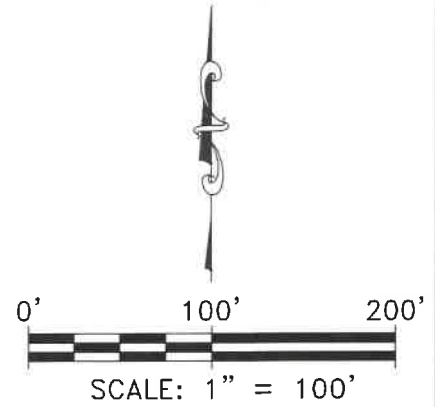
MATCH LINE
SHEET 6

Drawing: J:\JOB\WFXS070A-City of Lawton - Ellsworth Power Line Easement\700 CAD\713 Survey\713.5 Easement\WFXS070AEX01.dwg Saved By: DANIELP1 Save Time: 6/9/2025 2:59 PM



SECTION 28

VICINITY MAP
NOT TO SCALE



1.613 ACRE TRACT
(70,250 SQ. FEET)

N88°54'11"E 2,004.52'

S88°54'11"W 1,998.07'

20.00'

MATCH LINE
SHEET 5

MATCH LINE
SHEET 7

NW/4, SECTION 28
TOWNSHIP 4 NORTH, RANGE 11 WEST
INDIAN MERIDIAN

THE CITY OF LAWTON, OKLAHOMA
VOLUME 487, PAGE 5
D.R.C.C.O.

LEGEND

D.R.C.C.O. DEED RECORDS, COMANCHE COUNTY, OKLAHOMA
O POINT FOR CORNER UNLESS OTHERWISE NOTED
SURVEY LINE
EASEMENT LINE

BEARING BASIS BEING GRID NORTH, OKLAHOMA COORDINATE SYSTEM, SOUTH ZONE (3502),
NAD83 (NAD83 (2011 ADJUSTMENT) EPOCH 2010).

SHEET

6 OF 7

DATE: 06/09/25

SCALE: 1" = 100'

DRAWN BY: BL

CHECKED BY: PD

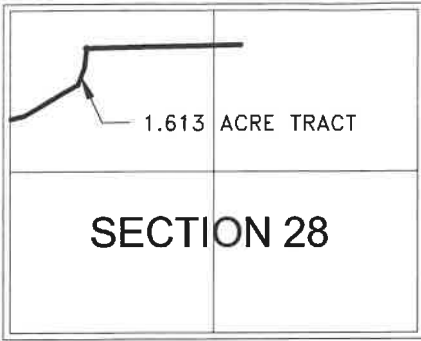
EXHIBIT A 1.613 ACRE TRACT

SECTION 28, TOWNSHIP 4 NORTH,
RANGE 11 WEST, INDIAN MERIDIAN,
CITY OF LAWTON, COMANCHE COUNTY, OKLAHOMA

Jacobs

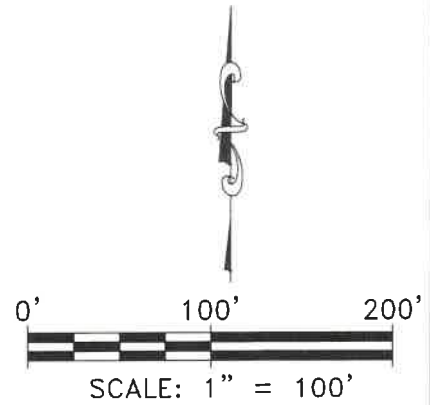
777 MAIN STREET
FORT WORTH, TEXAS 76102
PHONE (817)735-6000 FAX (817)735-6148
C.O.A. NO. 1435

Drawing: J:\JOB\WFXS070A-City of Lawton - Ellsworth Power Line Easement\700 CAD\713 Survey\713.5 Easement\WFXS070AEX01.dwg Saved By: DANIELP1 Save Time: 6/9/2025 2:59 PM



SECTION 28

VICINITY MAP
NOT TO SCALE



1.613 ACRE TRACT
(70,250 SQ. FEET)

N88°54'11"E 2,004.52'

S88°54'11"W 1,998.07'

S01°05'49"E 20.00'

20.00'

MATCH LINE
SHEET 6

NW/4, SECTION 28
TOWNSHIP 4 NORTH, RANGE 11 WEST
INDIAN MERIDIAN

THE CITY OF LAWTON, OKLAHOMA
VOLUME 487, PAGE 5
D.R.C.C.O.

NE/4, SECTION 28
TOWNSHIP 4 NORTH, RANGE 11 WEST
INDIAN MERIDIAN

THE CITY OF LAWTON, OKLAHOMA
VOLUME 487, PAGE 5
D.R.C.C.O.

THIS EASEMENT EXHIBIT MEETS THE MINIMUM
STANDARDS FOR THE PRACTICE OF LAND SURVEYING
AS ADOPTED BY THE OKLAHOMA STATE BOARD OF
PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

06/09/2025

PAUL DANIEL
PLS NO. 2046

LEGEND

D.R.C.C.O. DEED RECORDS, COMANCHE COUNTY, OKLAHOMA
O POINT FOR CORNER UNLESS OTHERWISE NOTED
— SURVEY LINE
— EASEMENT LINE

BEARING BASIS BEING GRID NORTH, OKLAHOMA COORDINATE SYSTEM, SOUTH ZONE (3502),
NAD83 (NAD83 (2011 ADJUSTMENT) EPOCH 2010).



SHEET 7 OF 7	DATE: 06/09/25
	SCALE: 1" = 100'
	DRAWN BY: BL
	CHECKED BY: PD

EXHIBIT A 1.613 ACRE TRACT

SECTION 28, TOWNSHIP 4 NORTH,
RANGE 11 WEST, INDIAN MERIDIAN,
CITY OF LAWTON, COMANCHE COUNTY, OKLAHOMA

Jacobs
777 MAIN STREET
FORT WORTH, TEXAS 76102
PHONE (817)735-6000 FAX (817)735-6148
C.O.A. NO. 1435

Item Title:

Consider approving a resolution amending the City of Lawton FYE26 budget, as amended, to appropriate \$87,340.00 to the Cellular Fee Fund to fund up-front costs associated with the Oklahoma 911 Management Authority grant.

Initiator: Chandra Young

Information Source: Chandra Young

Background:

The Oklahoma 911 Management Authority has a grant fund that will allow 911 centers in the State of Oklahoma to remediate 911 map data to meet the State of Oklahoma NG911 Addressing standards. The city will pay for the upfront cost of \$87,340.00 from the Cellular Fee Fund to be reimbursed by the Oklahoma 911 Management Authority grant. A budget amendment is needed to appropriate \$87,340.00 to the Cellular Fee Fund to fund up-front costs associated with the Oklahoma 911 Management Authority grant.

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

Resolution No. 25-_____

Key Issues:

None

Funding Source:

Cellular Fee Fund

Recommended Action:

Approve a resolution amending the City of Lawton FYE26 budget, as amended, by appropriating \$87,340.00 to the Cellular Fee Fund to fund up-front costs associated with the Oklahoma 911 Management Authority grant.

ATTACHMENTS:

1. 10.28.25 OK 911 Mgmt Auth Grant Resolution

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 25-_____**

A RESOLUTION AMENDING RESOLUTION NO. 25-147, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2025-2026 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION NO. 25-184, RESOLUTION NO. 25-191, RESOLUTION NO. 25-192, RESOLUTION NO. 25-213, RESOLUTION NO. 25-216, RESOLUTION NO. 25-237, AND RESOLUTION NO. 25-_____, TO APPROPRIATE EIGHTY-SEVEN THOUSAND THREE HUNDRED FORTY AND 00/100 DOLLARS (\$87,340.00) TO THE CELLULAR FEE FUND TO FUND UP-FRONT COSTS ASSOCIATED WITH THE OKLAHOMA 911 MANAGEMENT AUTHORITY GRANT.

WHEREAS, the City of Lawton has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the City Manager prepared a budget for the fiscal year ending June 30, 2026 (FY 2025-2026) consistent with the Act; and

WHEREAS, the Act in section 17-215 provides for the City Manager of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the budget was formally presented to the Lawton City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Lawton City Council conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

WHEREAS, Resolution No. 25-147 approved the City of Lawton, Oklahoma budget for Fiscal Year 2025-2026, and established budget amendment authority; and

WHEREAS, Council previously approved Resolution No. 25-184, amending Resolution No. 25-147 by appropriating up to One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) to the Emergency Reserve Fund for the repair of landfill cells six and seven; and

WHEREAS, Council previously approved Resolution No. 25-191, amending Resolution No. 25-147 by appropriating Five Million Seven Hundred Two Thousand Sixty-Four and 18/100 Dollars (\$5,702,064.18) to the Grant Fund for the completion of the Elmer Thomas Park Aquatic Center and Two Million Six Hundred Fifty-Nine Thousand Three Hundred Seventy-Two and 54/100 Dollars (\$2,659,372.54) to the 2019 Capital Improvement Fund for the US-62 Interchange Project; and

WHEREAS, Council previously approved Resolution No. 25-192, amending Resolution No. 25-147 by appropriating Fifty-Three Thousand and 00/100 Dollars (\$53,000.00) to the Special Revenue Fund for critical fire training programs; and

WHEREAS, Council previously approved Resolution No. 25-213, amending Resolution No. 25-147 by appropriating Sixty-Six Thousand Three Hundred Thirty-One and 39/100 Dollars (\$66,331.39) to the General Fund and Four Thousand Five Hundred Thirty-Eight and 34/100 Dollars (\$4,538.34) to the Stormwater Fund for the repair of City facilities; and

WHEREAS, Council previously approved Resolution No. 25-216, amending Resolution No. 25-147 by appropriating Forty-One Thousand Twenty-Seven and 18/100 Dollars (\$41,027.18) in forfeiture funds to the Grant Fund for the purchase of a vehicle and other allowable expenses and One Thousand Nine Hundred Twenty-Seven and 27/100 Dollars (\$1,927.27) in funds reimbursed by the Ft. Sill Apache Casino to the General Fund for police overtime expenses; and

WHEREAS, Council previously approved Resolution No. 25-237, amending Resolution No. 25-147 by appropriating One Million Two Hundred Sixty-Nine Thousand Four Hundred Three and 92/100 dollars (\$1,269,403.92) to the General Fund for the repair of city facilities, One Million Five Hundred Twenty-Five Thousand Seven Hundred Six and 00/100 Dollars (\$1,525,706.00) to the General Fund for the Elmer Thomas Park Amphitheater and Lake Helen Boardwalk design, and Eight Thousand Three Hundred Seventy-Four and 35/100 Dollars (\$8,374.35) to the 2019 Capital Improvement Fund for the payment of final invoices relating to the PW2101 Landfill Cells 6 & 7 projects; and

WHEREAS, Council previously approved Resolution No. 25-_____, amending Resolution No. 25-147 by appropriating Fourteen Thousand Three Hundred and 00/100 Dollars (\$14,300.00) to the Lakes Division's Repair and Maintenance account per paragraph B.2 of Section 19-4-411, Lawton City Code, and Thirty Million and 00/100 Dollars (\$30,000,000.00) to the 2019 Capital Improvement Fund for capital improvement projects; and

WHEREAS, the City of Lawton wishes to apply for a grant through the Oklahoma 911 Management Authority to remediate 911 map data to meet state NG911 addressing standards; and

WHEREAS, a budget amendment is needed to appropriate Eighty-Seven Thousand Three Hundred Forty and 00/100 Dollars (\$87,340.00) to the Cellular Fee Fund to fund up-front costs associated with the Oklahoma 911 Management Authority grant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. The City Council does hereby amend the FY 2025-2026 Budget originally adopted on the 27th day of May, 2025, for the purpose of increasing appropriations in

account 2558001-52025 by Eighty-Seven Thousand Three Hundred Forty and 00/100 Dollars (\$87,340.00).

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2025-2026 from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the City Council.

SECTION 3. All supplemental appropriations or decrease in the total appropriation of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

ADOPTED AND APPROVED, by the City Council of Lawton this 28th day of October, 2025.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 28th day of October, 2025.

TIMOTHY E. WILSON, INTERIM CITY ATTORNEY

Item Title:

Per the recommendation of the Council Fee Committee, consider approving a resolution amending Appendix A, 19-1, General Lake and Recreation, and Appendix A, Chapter A-19, Article A-19-5, Buildings in Lake Areas, Schedule of Fees and Charges, Lawton City Code 2015, by removing the cents from camper/trailer/RV/Dry/Wet Stalls annual lease amounts, removing cents from the boathouse lease amounts, and changing rates for dry storage units to be consistent based on the unit size.

Initiator: Larry Parks, Director

Information Source: Kelvin Ingram, Deputy Director- Parks and Recreation, James Bonnarens, Lakes - Superintendent

Background:

The City of Lawton maintains a schedule of fees and charges for the use of lake areas, recreation facilities, and related structures. Currently, certain lease amounts include cents, which creates unnecessary administrative complexity. In addition, dry storage unit rates are not fully standardized by unit size, resulting in inconsistencies. This proposal will remove cents from annual lease amounts for camper, trailer, RV, Dry and Wet stall. Remove cents from boathouse lease amounts. Lastly, adjust the dry storage unit rates to ensure consistency based on unit size. These changes are intended to simplify billing, promote fairness, and improve clarity for residents leasing City recreational facilities.

Correlation to the True North Statement:

Efficiency. We will deliver all services with efficiency and address all matters with a sense of urgency.

Exhibit:

Exhibit:

Res 25-_____

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the resolution.

ATTACHMENTS:

1. current Article_A_19_1__General_lake_and_recreation_rules. (5)
2. Fee Sched rounding leases LRA WS and DS

LAKE LOWTONKA RECREATIONAL AREAS

19-111	Camper, per unit, preferred site, Schoolhouse Slough, annually (January 1—December 31) (CA-01 thru CA-11, and CA-34 thru CA-39)	2,868.75 2024 3,585.94 2025 4,482.42 *2026
	Camper, per unit, non-preferred site, Schoolhouse Slough, annually (CA-12 thru CA-33, and CA-40 thru CA-48)	2,712.50 2024 3,390.63 2025 4,238.28 *2026
19-111	Trailer, per unit, Schoolhouse Slough, annually (January 1—December 31) (TR1-05 thru TR1-69)	3,293.75 2024 4,117.19 2025 5,146.48 *2026
19-111	Camper/trailer/RV or similar unit, per unit, preferred site in designated camping areas within the recreational area of, including, but not limited to, East Campground and Robinson's Landing, per night (There is no discount for using a tent)	30.00
	Camper/trailer/RV or similar unit, per unit preferred site in designated camping areas within the recreational areas of, including, but not limited to, East Campground and Robinson's Landing, per night, off season (October—February) (There is no discount for using a tent)	20.00
19-111	Camper/trailer/RV or similar unit, per unit, non-preferred site in designated camping areas within the recreational areas of, including, but not limited to, East Campground and Robinson's Landing, per night (There is no discount for using a tent)	25.00
	Camper/trailer/RV or similar unit, per unit, non-preferred site in designated camping areas within the recreational areas of, including, but not limited to, East Campground and Robinson's Landing, per night, off season (October—February) (There is no discount for using a tent)	15.00
19-111	65 years of age or older, disabled persons, and youth organizations at non-preferred sites (With or without electricity) (See § 19-111(C)4), per night	20.00
	65 years of age or older, disabled persons, and youth organizations at non-preferred sites (With or without electricity) (See § 19-111(C)4), per night, off season	10.00
19-111	Primitive camping per tent (No electricity), per night, in designated areas (No camper, trailers, RV or similar units allowed)	15.00
	Primitive camping, per tent (No electricity), per night, in designated areas, off season (October—February) (No camper, trailers, RV or similar units allowed)	10.00
19-111	Primitive camping for Boy Scouts/Girl Scouts and/or similar recognized youth organizations in designated areas, per tent, per night	5.00
19-111	Dry stall, Schoolhouse Slough, annually (January 1—December 31) (D1-1 thru D1-80)	1,162.50 2024 1,453.13 2025 1,816.41 *2026

Created: 2025-07-29 14:21:04 [EST]

	Dry stall, Schoolhouse Slough, annually (D1-86 and D1-93 thru D1-95)	1,237.50 2024 1,546.88 2025 1,933.59 *2026
	Dry stall, Schoolhouse Slough, annually (D1-81 thru D1-85 and D1-87 thru D1-92)	1287.50 2024 1609.38 2025 2011.72 *2026
	Dry stall, Robinson's Landing, annually	625.00 2024 781.25 2025 976.56 *2026
19-111	Wet slip, Schoolhouse Slough, annually (January 1—December 31) (WET1-1 thru WET3-2 and WET5-1 thru WET6-6)	1162.50 2024 1453.13 2025 1816.41 *2026
	Wet slip, Schoolhouse Slough, annually (WET7-7 thru WET7-11)	1287.50 2024 1609.38 2025 2011.72 *2026
	Wet slip, Schoolhouse Slough, annually (WET4-1 thru WET4-13)	1,331.25 2024 1,664.06 2025 2,080.08 *2026
19-111	Day-Use Area-picnicking fee in fee area, per vehicle, per day	5.00
19-111	Group picnicking reservation, per day	40.00
*2026 amount represents the "Full Rate". The "Full Rate" shall be applied to any spaces that become available prior to January 1, 2026.		

(Amended by Res. No. 98-45, 03/24/1998; Res. No. 98-75, 05/12/1998; Res. No. 00-25, 02/08/2000; Res. No. 00-83, 08/08/00; Res. 01-25, 02/27/2001; Res. 2008-087, Amended, 06/24/2008; Res. 2008-010, Amended, 01/22/2008; Res. 09-56, Amended, 05/26/2009; Res. No. 14-142, § 1(Exh. A), 10-28-2014; Res. No. 15-45, § 1(Exh. A), 5-26-2015, eff. 6-26-2015; Res. No. 16-14, § 1(Exh. A), 2-23-2016; Res. No. 21-121, § 1(Exh. A), 6-8-2021; Res. No. 22-93, § 1(Exh. A), 6-14-2022; Res. No. 23-177, § 1, 11-21-2023)

Article A-19-5 Buildings in lake areas.

19-501	Administrative Fee for processing documents related to the sale/transfer of boathouses	1,500.00 or 5% of the sales price whichever is greater
19-502	Boathouse space: (January 1 to December 31)	
	Ellsworth, Ralph's Resort, annually	667.00
	Lawtonka, Schoolhouse Slough, annually (SS-2 thru SS-53)	1,293.75 2024 1,617.19 2025 2,021.48 2026 3,500.00*
	Lawtonka, Schoolhouse Slough, annually (BH-02)	2,455.00 2024 2,455.00 2025 2,455.00 2026 3,500.00*
	Lawtonka, Schoolhouse Slough, annually (BH-14)	3,345.00 2024 3,345.00 2025

Created: 2025-07-29 14:21:04 [EST]

		3,345.00 2026 3,500.00*
	Lawtonka, Schoolhouse Slough, annually (BH1-01)[duplex side A]	1,425.00 2024 1,617.19 2025 2,021.48 2026 3,500.00*
	Lawtonka, Schoolhouse Slough, annually (BH1-02)[duplex side B]	1,830.00 2024 1,830.00 2025 2,021.48 2026 3,500.00*
	Lawtonka, Robinson's Landing, annually	1,042.19 2024 1,302.74 2024 1,628.42 2026 3,500.00*

(Amended by Res. No. 01-25, 02/27/2001; Res. 2006-111, Amended, 01/01/2007; Res. 2007-097, Amended, 01/02/2008; Res. 2008-087, Amended, 06/24/2008; Amended by Res. No. 09-55, 5/26/09; Amended by Res. No. 10-113, 11/23/10; Res. No. 20-32, § 1, 6-9-2020; Res. No. 22-93, § 1(Exh. A), 6-14-2022; Res. No. 23-177, § 1, 11-21-2023; Res. No. 24-008, § 1, 1-23-2024; Res. No. 24-134, § 1, 6-11-2024)

RESOLUTION NO. 25-__

A RESOLUTION AMENDING APPENDIX A, CHAPTER A-19, ARTICLE A-19-1, GENERAL LAKE AND RECREATION , AND APPENDIX A, CHAPTER A-19, ARTICLE A-19-5, BUILDINGS IN LAKE AREAS, SCHEDULE OF FEES AND CHARGES, LAWTON CITY CODE, 2015, BY REMOVING THE CENTS FROM CAMPER/TRAILER/RV/DRY/WET STALLS ANNUAL LEASE AMOUNTS, REMOVING CENTS FROM THE BOATHOUSE LEASE AMOUNTS, AND CHANGING RATES FOR DRY STORAGE UNITS TO BE CONSISTENT BASED ON THE UNIT SIZE.

WHEREAS, Section 1-2-205, Lawton City Code, 2015, authorizes that fees and charges be set by resolution.

WHEREAS, the City of Lawton Community Enrichment Department has determined that the schedule of fees and charges for Appendix A of the Lawton City Code needs to be revised to reflect removing the cents from annual lease rates in the Lake Lawtonka Recreation Area, revising boathouse annual lease rates by removing the cents from Building in lake areas, and making all 12'x40' dry storage unit the same rate.

WHEREAS, the Lawton Lakes and Lands Commission supports the changes.

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

Section 1. APPENDIX A Schedule of Fees and Charges, Lawton City Code, 2015, be as amended as set out in the attached Exhibit A.

Section 2. EFFECTIVE DATE. The provisions of this resolution shall be in full force and effective on the ____ day of _____, 2025.

PASSED and **APPROVED** by the Mayor and Council of the City of Lawton, Oklahoma, this ____ day of _____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

EXHIBIT “A”

Article A-19-1 General lake and recreation rules.

LAKE LAWTONKA RECREATIONAL AREAS

19-111	Camper, per unit, preferred site, Schoolhouse Slough, annually (January 1—December 31) (CA-01 thru CA-11, and CA-34 thru CA-39)	2,868.75 2024 3,585.9400 2025 4,482.4200 *2026
	Camper, per unit, non-preferred site, Schoolhouse Slough, annually (CA-12 thru CA-33, and CA-40 thru CA-48)	2,712.50 2024 3,390.6300 2025 4,238.2800 *2026
19-111	Trailer, per unit, Schoolhouse Slough, annually (January 1—December 31) (TR1-05 thru TR1-69)	3,293.75 2024 4,117.1900 2025 5,146.4800 *2026
19-111	Camper/trailer/RV or similar unit, per unit, preferred site in designated camping areas within the recreational area of, including, but not limited to, East Campground and Robinson's Landing, per night (There is no discount for using a tent)	30.00
	Camper/trailer/RV or similar unit, per unit preferred site in designated camping areas within the recreational areas of, including, but not limited to, East Campground and Robinson's Landing, per night, off season (October—February) (There is no discount for using a tent)	20.00
19-111	Camper/trailer/RV or similar unit, per unit, non-preferred site in designated camping areas within the recreational areas of, including, but not limited to, East Campground and Robinson's Landing, per night (There is no discount for using a tent)	25.00
	Camper/trailer/RV or similar unit, per unit, non-preferred site in designated camping areas within the recreational areas of, including, but not limited to, East Campground and Robinson's Landing, per night, off season (October—February) (There is no discount for using a tent)	15.00
19-111	65 years of age or older, disabled persons, and youth organizations at non-preferred sites (With or without electricity) (See § 19-111(C)4), per night	20.00
	65 years of age or older, disabled persons, and youth organizations at non-preferred sites (With or without electricity) (See § 19-111(C)4), per night, off season	10.00
19-111	Primitive camping per tent (No electricity), per night, in designated areas (No camper, trailers, RV or similar units allowed)	15.00
	Primitive camping, per tent (No electricity), per night, in designated areas, off season (October—February) (No camper, trailers, RV or similar units allowed)	10.00
19-111	Primitive camping for Boy Scouts/Girl Scouts and/or similar recognized youth organizations in designated areas, per tent, per night	5.00
19-111	Dry stall, Schoolhouse Slough, annually (January 1—December 31) (D1-1 thru D1-80) <u>12'x30' units</u>	1,162.50 2024 1,453.1300 2025 1,816.4100 *2026
	Dry stall, Schoolhouse Slough, annually	1,237.50 2024

	(D1-86 and D1-93 thru D1-95)	1,546.88 2025 1,933.59 *2026
	Dry stall, Schoolhouse Slough, annually (D1-81 thru D1-89 and D1-87 thru D1-92) 12'x40' units	1287.50 2024 1609.3800 2025 2011.7200 *2026
	Dry stall, Robinson's Landing, annually (New rate will be determined during construction phase of new unit)	625.00 2024 781.25 2025 976.56 *2026
19-111	Wet slip, Schoolhouse Slough, annually (January 1—December 31) (WET1-1 thru WET3-2 and WET5-1 thru WET6-6) WET1, WET2, WET5 AND WET6	1162.50 2024 1453.1300 2025 1816.4100 *2026
	Wet slip, Schoolhouse Slough, annually (WET7-7 thru WET7-11)	1287.50 2024 1609.3800 2025 2011.7200 *2026
	Wet slip, Schoolhouse Slough, annually (WET4-1 thru WET4-13)	1,331.25 2024 1,664.0600 2025 2,080.0800 *2026
19-111	Day-Use Area-picnicking fee in fee area, per vehicle, per day	5.00
19-111	Group picnicking reservation, per day	40.00
*2026 amount represents the "Full Rate". The "Full Rate" shall be applied to any spaces that become available prior to January 1, 2026.		

Article A-19-5 Buildings in lake areas.

19-501	Administrative Fee for processing documents related to the sale/transfer of boathouses	1,500 or 5% of the sales price whichever is greater
19-502	Boathouse space: (January 1 to December 31)	
	Ellsworth, Ralph's Resort, annually	667.00
	Lawtonka, Schoolhouse Slough, annually (SS-2 thru SS-53)	1,293.75 2024 1,617.1900 2025 2,021.4800 2026 3,500.00*
	Lawtonka, Schoolhouse Slough, annually (BH-02)	2,455.00 2024 2,455.00 2025 2,455.00 2026 3,500.00*
	Lawtonka, Schoolhouse Slough, annually (BH-14)	3,345.00 2024 3,345.00 2025 3,345.00 2026 3,500.00*

	Lawtonka, Schoolhouse Slough, annually (BH1-01)[duplex side A]	1,425.00 2024 1,617.19 <u>00</u> 2025 2,021.48 <u>00</u> 2026 3,500.00*
	Lawtonka, Schoolhouse Slough, annually (BH1-02)[duplex side B]	1,830.00 2024 1,830.00 2025 2,021.48 <u>00</u> 2026 3,500.00*
	Lawtonka, Robinson's Landing, annually	1,042.19 2024 1,302.74 <u>00</u> 2025 1,628.42 <u>00</u> 2026 3,500.00*

Item Title:

Consider and take action in awarding a contract in the amount of \$14,693,000 to Walters-Morgan Construction, Inc., for the construction of SEWTP Dewatering Improvements project PU2414 for construction of a solids handling facility at the Southeast Water Treatment Plant (SEWTP) that removes the loading from the Wastewater Treatment Plant (WWTP)

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

On December 4, 2020, the City of Lawton received Consent Order 20-214 from the Oklahoma Department of Environmental Quality (ODEQ) as a result of OPDES Permit violations stemming from discharges at the Wastewater Treatment Plant (WWTP). On June 22, 2021, Council awarded a contract to Garver, LLC in the amount of \$6,296,700.00 for the design of PU2103 WWTP Improvements Phase 1 Project. A new contract with Garver, LLC for design services for the WWTP Improvements Phase II project identified in the approved Engineering report and includes the sludge removal designs for the Southeast Water Treatment Plant (SEWTP) that currently cause overloading of the WWTP solids was authorized. The SEWTP Sludge handling facility design will stop the sludge being transferred to the WWTP that causes overloading of WWTP and provide for solids handling created by the treatment process used in the Alternate Water supply project.. The design was awarded to Garver, LLC, on June 27, 2023.

Environmental Protection Agency Federal Communities Grants in the amounts of \$4,000,000 and \$1,125,000 and a \$2,000,000 ARPA Grant have been secured for use on the construction of the SEWTP Dewatering Improvements project. The total estimated costs of these projects are \$17.3 million.

The plans for both SEWTP Dewatering Improvements (PU2414) and SEWTP Force Main Improvements (PU2422) were approved by the City Council on August 12, 2025, and received authorization for advertisement.

The project Pu2414 SEWTP Dewatering Facility was advertised in the local newspaper on August 13th and 20th, 2025. A mandatory pre-bid conference was held on Friday, September 5th, 2025, at 9:00 am in the Public Utilities Conference Room. A Bid open was publicly held at City Hall on September 23, 2025, at 2 pm. A total of two (2) bids were received.



SEWTP Dewatering Improvements - PU2414

Tuesday, September 23, 2025

BID TAB			
	Engineer's Estimate	Downey Contracting, LLC	Walters-Morgan Construction, INC
Total Base Bid	\$17,025,000.00	\$17,997,069.00	\$14,790,000.00
Proposed NTP/Additional Time			

After reviewing the bid documents, it is recommended to award the project to Walters-Morgan Construction, Inc., who submitted the lowest responsive and responsible bid for the project. The Engineer's Estimate/Opinion of Probable Construction Cost is included in the bid tabulation and totaled \$17,025,000. Walters-Morgan Construction Inc. submitted the low base bid subtotal of \$14,790,000. This base bid price includes the "A" vendor for all owner selected equipment for the submersible pumps, progressive cavity pumps, liquid polymer feed system, circular gravity thickener and dewatering equipment. Upon review of the bids, the owner has elected to maintain the "A" vendors for all equipment except for vendor "C", KSB, for submersible pumps and vendor "C", Velodyne, for the liquid polymer feed system. The owner has chosen to keep the low bid dewatering equipment vendor, PW Tech, that was included in the base bid. With these owner selections, the awarded contract price is \$14,693,000.

Garver LLC recommends awarding a contract in the amount of \$14,693,000 to Walters-Morgan Construction, Inc., for the construction of SEWTP Dewatering Improvements project PU2414.

Correlation to the True North Statement:

These projects align with the values of a safe community and transparency and trust as put forth in the True North Culture Statement.

Exhibit:

Recommendation of Award, Bid Tabulation and Construction Contract

Key Issues:

Does City Council wish to award a contract in the amount of \$14,693,000 to Walters-Morgan Construction, Inc., for the construction of SEWTP Dewatering Improvements project PU2414?

Funding Source:

Environmental Protection Agency Federal Communities Grants in the amounts of \$4,000,000 and \$1,125,000 and a \$2,000,000 ARPA Grant and the remainder paid from FAP Loan. Total Grant funds: \$7,125,000 - 14,693,000 (Cost of this project) = \$7,568,000 (funds needed from FAP Loan)

\$36,176,690.93 (current available amount in FAP Loan contingency) - \$7,568,000 (Funds needed after grant amount) = \$28,608,690.93 (amount remaining in FAP Loan contingency)

Recommended Action:

Award a contract in the amount of \$14,693,000 to Walters-Morgan Construction, Inc., for the construction of SEWTP Dewatering Improvements project PU2414.

ATTACHMENTS:

1. Recommendation of Award SEWTP
2. Construction Contract



750 SW 24th St.
Suite 200
Moore, OK 73160
TEL 405.329.2555
FAX 405.329.3555
www.GarverUSA.com

October 14, 2025

Rusty Whisenhunt
Director of Public Utilities
212 SW 9th St.
Lawton, OK 73501

Re: City of Lawton
SEWTP Dewatering Improvements
Recommendation of Award

Dear Mr. Whisenhunt:

Bids were received for the SEWTP Dewatering Improvements project at Lawton City Hall at 2:00 PM on September 23, 2025. The bids have been checked for accuracy and for compliance with the contract documents. A total of two (2) responsive bids were received on the project and are summarized in the bid tabulation attached hereto. The two bidders were Downey Contracting LLC and Walters-Morgan Construction Inc.

The Engineer's Estimate/Opinion of Probable Construction Cost is included in the bid tabulation and totaled \$17,025,000. Walters-Morgan Construction Inc. submitted the low base bid subtotal of \$14,790,000. This base bid price includes the "A" vendor for all owner selected equipment for the submersible pumps, progressive cavity pumps, liquid polymer feed system, circular gravity thickener and dewatering equipment. Upon review of the bids, the owner has elected to maintain the "A" vendors for all equipment except for vendor "C", KSB, for submersible pumps and vendor "C", Velodyne, for the liquid polymer feed system. The owner has chosen to keep the low bid dewatering equipment vendor, PW Tech, that was included in the base bid. With these owner selections, the awarded contract price is \$14,693,000.

We believe that the bid submitted by Walters-Morgan Inc. represents a good value for the City of Lawton. Contingent upon Council Approval, Garver recommends that the construction contract for the SEWTP Dewatering Improvements project be awarded to Walters-Morgan Construction Inc.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Cole Niblett, PE
Project Manager

Attachments: Lawton SEWTP Dewatering Improvements Bid Tabulation



BID OPENING DATE: Tuesday, September 23, 2025

PROJECT: SEWTP Dewatering Improvements - PU2414

Itemized Bid Tabulations																	
Engineer's Estimate						Downey Contracting, LLC						Walters-Morgan Construction, INC					
Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total	Item #	Est. QTY	Unit	Description	Unit Price	Item Total
1	1	LS	All work as defined in the Contract Documents except those items listed below for the lump sum of:	\$15,797,600.00	\$15,797,600.00	1	1	LS	All work as defined in the Contract Documents except those items listed below for the lump sum of:	\$16,774,119.00	\$16,774,119.00	1	1	LS	All work as defined in the Contract Documents except those items listed below for the lump sum of:	\$13,556,000.00	\$13,556,000.00
2	100	SY	Additional concrete pavement including compacted base, above the quantity required by the Contract Documents.	\$120.00	\$12,000.00	2	100	SY	Additional concrete pavement including compacted base, above the quantity required by the Contract Documents.	\$80.00	\$8,000.00	2	100	SY	Additional concrete pavement including compacted base, above the quantity required by the Contract Documents.	\$130.00	\$13,000.00
3	30	SY	Additional sidewalk pavements including compacted base, above the quantity required by the Contract Documents.	\$80.00	\$2,400.00	3	30	SY	Additional sidewalk pavements including compacted base, above the quantity required by the Contract Documents.	\$65.00	\$1,950.00	3	30	SY	Additional sidewalk pavements including compacted base, above the quantity required by the Contract Documents.	\$200.00	\$6,000.00
4	4	EA	Additional bollards including excavation, concrete and backfill, above the required quantity in the Contract Documents.	\$1,000.00	\$4,000.00	4	4	EA	Additional bollards including excavation, concrete and backfill, above the required quantity in the Contract Documents.	\$1,000.00	\$4,000.00	4	4	EA	Additional bollards including excavation, concrete and backfill, above the required quantity in the Contract Documents.	\$1,500.00	\$6,000.00
5	1	LS	Cash Allowance 1 for roll-off disposal dumpsters and roll-off truck for dewatered residuals to be used solely at the discretion of the Owner and Engineer. No additional General Contractor profit and overhead will be allowed on Allowance. All unused allowance will be deducted from the final contract amount. For the lump sum of Four Hundred Thousand Dollars.	\$400,000.00	\$400,000.00	5	1	LS	Cash Allowance 1 for roll-off disposal dumpsters and roll-off truck for dewatered residuals to be used solely at the discretion of the Owner and Engineer. No additional General Contractor profit and overhead will be allowed on Allowance. All unused allowance will be deducted from the final contract amount. For the lump sum of Four Hundred Thousand Dollars.	\$400,000.00	\$400,000.00	5	1	LS	Cash Allowance 1 for roll-off disposal dumpsters and roll-off truck for dewatered residuals to be used solely at the discretion of the Owner and Engineer. No additional General Contractor profit and overhead will be allowed on Allowance. All unused allowance will be deducted from the final contract amount. For the lump sum of Four Hundred Thousand Dollars.	\$400,000.00	\$400,000.00
6	1	LS	Cash Allowance 2 for electric powered pallet jack for the sludge dewatering building to be used solely at the discretion of Owner and Engineer. No additional General Contractor profit and overhead will be allowed on allowance. All unused Allowance will be deducted from final contract amount. For the lump sum of: Nine Thousand Dollars.	\$9,000.00	\$9,000.00	6	1	LS	Cash Allowance 2 for electric powered pallet jack for the sludge dewatering building to be used solely at the discretion of Owner and Engineer. No additional General Contractor profit and overhead will be allowed on allowance. All unused Allowance will be deducted from final contract amount. For the lump sum of: Nine Thousand Dollars.	\$9,000.00	\$9,000.00	6	1	LS	Cash Allowance 2 for electric powered pallet jack for the sludge dewatering building to be used solely at the discretion of Owner and Engineer. No additional General Contractor profit and overhead will be allowed on allowance. All unused Allowance will be deducted from final contract amount. For the lump sum of: Nine Thousand Dollars.	\$9,000.00	\$9,000.00
7	1	LS	Contingency Allowance 1 for Additional Independent Testing in addition to the testing as defined within the Contract Documents (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the Owner and Engineer. Contractor markup shall not apply. No additional General Contractor profit and overhead will be allowed on the Allowance. For the lump sum of Fifty Thousand Dollars.	\$50,000.00	\$50,000.00	7	1	LS	Contingency Allowance 1 for Additional Independent Testing in addition to the testing as defined within the Contract Documents (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the Owner and Engineer. Contractor markup shall not apply. No additional General Contractor profit and overhead will be allowed on the Allowance. For the lump sum of Fifty Thousand Dollars.	\$50,000.00	\$50,000.00	7	1	LS	Contingency Allowance 1 for Additional Independent Testing in addition to the testing as defined within the Contract Documents (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the Owner and Engineer. Contractor markup shall not apply. No additional General Contractor profit and overhead will be allowed on the Allowance. For the lump sum of Fifty Thousand Dollars.	\$50,000.00	\$50,000.00
8	1	LS	Contingency Allowance 2 for work change directives required during completion of the Project to be used solely at the discretion of the Owner and Engineer. Contractor markup shall apply. No additional General Contractor profit and overhead will be allowed on the Allowance. For the lump sum of: Seven Hundred Fifty Thousand Dollars.	\$750,000.00	\$750,000.00	8	1	LS	Contingency Allowance 2 for work change directives required during completion of the Project to be used solely at the discretion of the Owner and Engineer. Contractor markup shall apply. No additional General Contractor profit and overhead will be allowed on the Allowance. For the lump sum of: Seven Hundred Fifty Thousand Dollars.	\$750,000.00	\$750,000.00	8	1	LS	Contingency Allowance 2 for work change directives required during completion of the Project to be used solely at the discretion of the Owner and Engineer. Contractor markup shall apply. No additional General Contractor profit and overhead will be allowed on the Allowance. For the lump sum of: Seven Hundred Fifty Thousand Dollars.	\$750,000.00	\$750,000.00
Bid total				\$ 17,025,000.00						\$ 17,997,069.00		\$ 14,790,000.00					
Seventeen million twenty five thousand dollars and 00/100						Seventeen million nine hundred ninety seven thousand sixty nine dollars and 00/100						Fourteen million seven hundred ninety thousand dollars and 00/100					

CONTRACT

THIS CONTRACT made and entered into this 28th day of October, 2025, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Walters-Morgan Construction, INC., party of the second part, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for

Lawton SE WTP Dewatering Improvements
City of Lawton Project # PU2414
ARPA Project No. ARP-23-0291-G
EPA Community Grant No. CG-02F85401
and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the above named Contractor to be the best responsive bidder on the above described project; and

WHEREAS, the City, has duly awarded this Contract to said Contractor at the contract unit prices bid and as specified in the Contractor's proposal, to wit:

Fourteen million six hundred ninety three thousand Dollars (\$ 14,693,000).

Said proposal of Walters-Morgan Construction, INC., is incorporated by reference into this contract. The actual amount to be paid to the Contractor will be based on the unit price in the Contractor's proposal times the unit quantities actually used and accepted for this project.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Addenda, all of which are on file in the office of the Project Manager, 2100 SW 6th Street, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

2. This project is funded by the American Rescue Plan Act (ARPA) grant program, Project No. ARP-23-0291-G, and through an EPA Community Grant, Project No. CG-02F85401-0. The following requirements and regulations must be complied with:
 - a. Davis Bacon Act wage rules shall apply. All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the funding agency funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 and subchapters 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) of Title 40, United States Code. Contractors and sub-contractors shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. For more information, please refer to <http://www.wdol.gov> and <http://www.SAM.gov>.
 - b. Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.
 - c. Each bidder must fully comply with the requirements, terms and conditions of the Environmental Protection Agency’s Disadvantaged Business Enterprise Requirements, which have been adopted for the OWRB ARPA program, and include employing the six (6) good faith efforts and soliciting disadvantaged business enterprises during the performance of this contract. Requirements are contained in OWRB’s Guidance and Procedures, ARP-267. The bidder commits itself to following the good faith efforts to solicit disadvantaged business enterprises contained herein and all other requirements, terms, and conditions of these bid conditions by submitting a properly signed bid.
 - d. Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, as well as the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
 - e. This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

- f. American Iron and Steel provisions also apply to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the “Consolidated Appropriations Act, 2014”. Sec. 436(a)(1) of the act states that “None of the funds made available by a State Water Pollution Control Revolving Fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C 1381 et seq.) or made available by a Drinking Water Treatment Revolving Loan Fund as authorized by Section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.
- g. System for Award Management (SAM) registration is required for all funding program applicants and Awardees (Entities, prime contractors, subcontractors, vendors) in order to be awarded contracts by the funding programs. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. New Applicants and awardees please go to Sam.gov to complete the registration process.

Note: In order to register in SAM, a Unique Entity Identification (UEI) number will be required. A UEI is a 12-character (alpha-numeric) code that uniquely identifies all entities. Any entity registering to do business with the government in terms of contracts or grants and assistance awards is required to have one. Unique Entity IDs are issued by SAM.gov and are a part of an entity's record in the Entity Information section of SAM.gov.

1. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the Project Manager shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment, as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY, it shall be the duty of the City Engineer/Project Manager, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under the Contract on a date specified in a written "Notice to Proceed" of the Owner, and to complete the following project milestones within the calendar days indicated in the following table.

Project Milestones

Milestone #	Description	Calendar Days
1	All Work will be substantially complete within 540 calendar days after the date when the Contract Times commence to run in accordance with the General and Supplementary Conditions.	Five-hundred and forty (540)
2	All Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 570 calendar days after the Contract Times commence to run.	Five-hundred and seventy (570)

The Contractor agrees to complete each milestone to a level of substantial completion, as defined by the General Conditions, within **the calendar days indicated in the above table**. The CONTRACTOR further agrees to pay as liquidated damages, for each milestone, the sum of **One Thousand Dollars and 00/100 (\$1,000.00) for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions. Additionally, the CONTRACTOR agrees to fully complete the project, securing the ENGINEER's recommendation of final payment as described by the General Conditions, within **five hundred and seventy-eight (570) consecutive calendar days**. The CONTRACTOR further agrees to pay as additional liquidated damages the sum of **Five Hundred Dollars and 00/100 (\$500.00) for each consecutive calendar day** thereafter. The liquidated damages for exceeding each project milestone and final completion milestone shall be additive.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

2. Discrimination. The Contractor agrees in connection with the performance of work under this contract as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, age or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor agrees to include

this non-discrimination clause in any subcontracts connected with the performance of this Contract.

- b. The Contractor and Subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Lawton setting forth the provisions of this section.
- c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

3. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.

4. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Addenda and the Contractor's Proposal.

5. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.

6. Assignment. This Contract shall not be assigned without the written consent of the CITY.

7. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

8. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.

9. Choice of Laws and Venue. This Contract shall be governed by the laws of the State of Oklahoma. Any lawsuit brought concerning this Contract shall be filed with the appropriate state court, Comanche County, Oklahoma or with the United States District Court for Western District of Oklahoma, as applicable.

10. This Contract requires proper signature and acceptance by the Contractor and approval by the Lawton City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)

Name of Corporation _____

By _____

Title _____

ATTEST:

Title _____
(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By _____

Title _____

(AFFIX SEAL-if bid is by a corporation, or limited liability company. An LLC may provide an affidavit attesting to no seal and authority of signatory. NOTARIZE – if bid is by sole proprietorship)

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this ____ day of _____, 2025, personally appeared _____, a member of the partnership/proprietorship _____ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that _____ (he/she) executed the same as _____ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

Notary Public

My Commission Expires _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

Tim Wilson, ACTING CITY ATTORNEY

I, Chandra Young, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. _____ for fourteen million six hundred ninety three thousand Dollars (\$14,693,000), and after charging account title **Lawton SEWTP Dewatering Improvements – COL Project # PU2414** with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this ____ day of _____, 2025.

Chandra Young, FINANCE DIRECTOR

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum

of _____ DOLLARS (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

Lawton SE WTP Dewatering Improvements
City of Lawton Project # PU2414
ARPA Project No. ARP-23-0291-G
EPA Community Grant No. CG-02F85401-0

all in compliance with the specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall

- (1) in all particulars, well, truly and faithfully perform and abide by said Contract, each and every covenant, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and
- (2) if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise.

then this obligation shall be null and void. **Otherwise** said obligation shall be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode or procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year above written.

Dated this _____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

By: _____

(Name & Title)

Attorney-in-Fact

By: _____

(Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title)

(Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2025

Notary: _____

My commission expires: _____

(AFFIX SEAL-if bid is by a corporation, or limited liability company. An LLC may provide an affidavit attesting to no seal and authority of signatory. NOTARIZE – if bid is by sole proprietorship)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

_____ DOLLARS
(\$_____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

Lawton SE WTP Dewatering Improvements
City of Lawton Project # PU2414
ARPA Project No. ARP-23-0291-G
EPA Community Grant No. CG-02F85401-0

all in compliance with the specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or Subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the year and day first above written.

Dated this _____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

By:

(Name & Title)

By:

Attorney-in-Fact

(Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title)

(Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2025

Notary: _____ My commission expires: _____

(AFFIX SEAL-if bid is by a corporation, or limited liability company. An LLC may provide an affidavit attesting to no seal and authority of signatory. NOTARIZE – if bid is by sole proprietorship)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

_____ DOLLARS
(\$ _____) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2025, for

Lawton SE WTP Dewatering Improvements
City of Lawton Project # PU2414
ARPA Project No. ARP-23-0291-G
EPA Community Grant No. CG-02F85401-0

all in compliance with the specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work for a period of TWO (2) years, from and after acceptance of said project by the CITY OF LAWTON and if Principal shall pay or cause to be paid all labor and materials, including the Prime Contractor and all Subcontractors; and if Principal shall save and hold the CITY OF LAWTON harmless from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of the bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Dated this _____ day of _____, 2025.

Principal:

Surety:

(Name of Contractor)

By: _____

(Name & Title)

Attorney-in-Fact

By: _____

(Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title)

(Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2025

Notary: _____ My commission expires: _____

(AFFIX SEAL-if bid is by a corporation, or limited liability company. An LLC may provide an affidavit attesting to no seal and authority of signatory. NOTARIZE – if bid is by sole proprietorship)

Item Title:

Consider approving final Change Order No. 1 with an overall deduction of -\$127,920.95 from the original contract amount of \$1,851,666.36 with K&R Builders, Inc. for Project EN2112 — Rehabilitation of Cache Rd Wolf Creek Bridges M09-1 & M09-2, thereby placing the Maintenance Bond into effect.

Initiator: Michael Jones, Engineering Director/ ADA Coordinator

Information Source: Michael Jones, Engineering Director/ ADA Coordinator

Background:

On 01/14/2025 Council awarded a construction contract to K&R Builders, Inc. on Project EN2112- Rehabilitation of Cache Rd Wolf Creek Bridges M09-1 & M09-2 to repair expansion joints, replace bearing assemblies and repaint. The final Change Order No. 1 to close out the project, amends the quantities of the contract sum from original contract amount of \$1,851,666.36 to final contract amount of \$1,723,745.41, resulting in a deduction from original contract in the amount of -\$127,920.95. The Payment Release and Maintenance Bond are on file in the Engineering Office.

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

N/A

Funding Source:

EN2112 -STREETS -GOBOND22

Recommended Action:

Approve final Change Order No. 1 with an overall deduction of -\$127,920.95 for Project EN2112 — Rehabilitation of Cache Rd Wolf Creek Bridges M09-1 & M09-2.

ATTACHMENTS:

1. Payment Cert EN2112
2. Release's EN2112
3. K&R Builders, Inc. Maint. Bond
4. EN2112 Change Order No 1

PAYMENT CERTIFICATE

TO: City of Lawton

Re: BRIDGE REHABILITATION
CACHE ROAD OVER WOLF CREEK
PROJECT NO. EN2112

I, Gary K. Rohlmeier of _____
Name of Authorized Agent and Designation

K&R Builders do hereby affirm that all claims and Company obligations incurred by me or in my behalf in connection with the performance of the above mentioned project have been fully paid and settled.

Dg K Rm
Authorized Representative
K&R Builders
Name of Company

STATE OF OKLAHOMA }
COUNTY OF COMANCHE }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 18 day of September, 2025, personally appeared Gary K. Rohlmeier, (name) to me known to be the identical person who signed the name of K&R Builders, (corporation/proprietorship/authorized agent name) an Oklahoma corporation, to the within and foregoing instrument as its President, (president/owner) and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Debbie Boers
Notary Public

My Commission Expires: 12/11/2027



CONTRACTOR'S RELEASE TO CITY

TO: City of Lawton

Re: BRIDGE REHABILITATION
CACHE ROAD OVER WOLF CREEK
PROJECT NO. EN2112

Previous: \$1,637,558.15

This is to certify that K&R Builders, by acceptance of this final payment, \$86,187.26 hereby releases the owner, City of Lawton, from all claims and all liabilities to the City of Lawton for all things done or furnished in connection with work on this project and further releases said City of Lawton from liabilities arising from any act of the owner or his agent arising in connection with this project. This release in no way operates to release the contractor or his Surety from any obligations under this contract or the bond tendered pursuant thereto.

K&R Builders

Name of Corporation

Gary K. Rohlmeier

Authorized Agent Gary K. Rohlmeier

STATE OF OKLAHOMA }
COUNTY OF COMANCHE }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 18 day of September, 2025, personally appeared Gary K. Rohlmeier, (name) to me known to be the identical person who signed the name of K&R Builders, (business/proprietorship/authorized agent name), an Oklahoma corporation/proprietorship, to the within and foregoing instrument as its President (president/owner), and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/ Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Debbie Boehs

Notary Public



My Commission Expires: 12/11/2027

Gary A Crain
Final Contract Total:
\$9,217.60

SUBCONTRACTOR'S WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned subcontractor or material/equipment supplier, in consideration of the final payment in the amount of \$, hereby waives and releases its lien, and right to claim a lien for \$9,217.60 labor, services, or materials furnished to (contractor) on the job of **BRIDGE K&R Builders REHABILITATION, CACHE ROAD OVER WOLF CREEK, PROJECT NO. EN2112** for the City of Lawton, Comanche County, Oklahoma.

The said subcontractor or material/equipment supplier has been fully satisfied and paid any and all claims for labor and materials/equipment insofar as they pertain to the "Project" in question.

In further consideration of the payment made and set forth, the undersigned certifies that all of its subcontracts or material/equipment suppliers and employees on the project have already been paid and the undersigned agrees to indemnify and hold completely harmless

K&R Builders (contractor) in the event of any claims hereafter made alleging non-payment by such subcontractors or material/equipment suppliers or employees.

Date: 9/2/25

Gary A Crain, Inc.
Subcontractor/Supplier

By: Kimberly L. Hyden (Print Name)
Kimberly L. Hyden (Signature) President (Title)

State of Oklahoma County of Lincoln

Subscribed and sworn to before me on this 2nd day of Sept., 2025

Brandi L. Gapp
Notary Public

My commissions expires: 4/25/28

My commission number: 4729



JK Industries
Final Contract Total
\$534 802 00

SUBCONTRACTOR'S WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned subcontractor or material/equipment supplier, in consideration of the final payment in the amount of \$_, hereby waives and releases its lien, and right to claim a lien for \$31,614.90 labor, services, or materials furnished to _ (contractor) on the job of **BRIDGE K&R Builders REHABILITATION, CACHE ROAD OVER WOLF CREEK, PROJECT NO. EN2112** for the City of Lawton, Comanche County, Oklahoma.

The said subcontractor or material/equipment supplier has been fully satisfied and paid any and all claims for labor and materials/equipment insofar as they pertain to the "Project" in question.

In further consideration of the payment made and set forth, the undersigned certifies that all of its subcontracts or material/equipment suppliers and employees on the project have already been paid and the undersigned agrees to indemnify and hold completely harmless

K&R Builders (contractor) in the event of any claims hereafter made alleging non-payment by such subcontractors or material/equipment suppliers or employees.

Date: 9/2/2025

JK Industries

Subcontractor/Supplier

By: Andee Martin (Print Name)

Andee Martin (Signature) Executive Assistant (Title)

State of Oklahoma County of Oklahoma

Subscribed and sworn to before me on this 2 day of September, 2024

Andee Martin
Notary Public

My commissions expires: 04/17/2029

My commission number: 25004668



Logos Construction
Final Contract Total:
\$238,962.88

SUBCONTRACTOR'S WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned subcontractor or material/equipment supplier, in consideration of the final payment in the amount of \$, hereby waives and releases its lien, and right to claim a lien for \$4,252.50 labor, services, or materials furnished to (contractor) on the job of **BRIDGE K&R Builders REHABILITATION, CACHE ROAD OVER WOLF CREEK, PROJECT NO. EN2112** for the City of Lawton, Comanche County, Oklahoma.

The said subcontractor or material/equipment supplier has been fully satisfied and paid any and all claims for labor and materials/equipment insofar as they pertain to the "Project" in question.

In further consideration of the payment made and set forth, the undersigned certifies that all of its subcontracts or material/equipment suppliers and employees on the project have already been paid and the undersigned agrees to indemnify and hold completely harmless

K&R Builders (contractor) in the event of any claims hereafter made alleging non-payment by such subcontractors or material/equipment suppliers or employees.

Date: 9-2-2025

Logos Construction
Subcontractor/Supplier

By: Richard Brosseau Jr (Print Name)

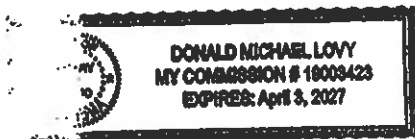
[Signature] (Signature) Managing member (Title)

State of OKLAHOMA County of CREEK

Subscribed and sworn to before me on this 2nd day of September, 2025

[Signature] My commissions expires: 4/3/2027

Notary Public My commission number: 19003423



Advanced Workzone
Final Contract Total:
\$23,860.00

SUBCONTRACTOR'S WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned subcontractor or material/equipment supplier, in consideration of the final payment in the amount of \$, hereby waives and releases its lien, and right to claim a lien for \$6,360.00 labor, services, or materials furnished to (contractor) on the job of **BRIDGE** K&R Builders **REHABILITATION, CACHE ROAD OVER WOLF CREEK, PROJECT NO. EN2112** for the City of Lawton, Comanche County, Oklahoma.

The said subcontractor or material/equipment supplier has been fully satisfied and paid any and all claims for labor and materials/equipment insofar as they pertain to the "Project" in question.

In further consideration of the payment made and set forth, the undersigned certifies that all of its subcontracts or material/equipment suppliers and employees on the project have already been paid and the undersigned agrees to indemnify and hold completely harmless

K&R Builders (contractor) in the event of any claims hereafter made alleging non-payment by such subcontractors or material/equipment suppliers or employees.

Date: 9/3/25

Advanced Workzone

Subcontractor/Supplier

By: Misty Allen (Print Name)

Misty Allen (Signature) Finance Director (Title)

State of Oklahoma County of Muskogee

Subscribed and sworn to before me on this 3 day of September, 2025

Kimberly Volles My commissions expires: 2-20-2028
Notary Public

My commission number: 20002070



MAINTENANCE BOND #100436807

KNOW ALL MEN BY THESE PRESENTS that

K & R Builders, Inc., PO Box 656, Wheatland, OK 73097 _____ as Principal, and
(full name and address)

Merchants National Bonding, Inc., 6700 Westown Parkway, West Des Moines, Iowa 50266 _____ as Surety, a
(full name and address)

corporation organized under the laws of the State of Iowa _____, and
authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto
the CITY OF LAWTON, as OWNER, in the penal sum of

**One Million Eight Hundred Fifty One Thousand Six Hundred Sixty Six & .36/100* DOLLARS
(\$ 1,851,666.36) in lawful money of the United States of America, said sum being equal to
One Hundred Percent (100%) of the Contract price, for two (2) years after completion and
acceptance of the project, payment of which, well and truly to be made, we bind ourselves and
each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and
severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written
contract with the CITY OF LAWTON, OKLAHOMA, dated on the 14th day of
January 2025, 2024, for

BRIDGE REHABILITATION **CACHE ROAD OVER WOLF CREEK** **PROJECT NO. EN2112**

all in compliance with the plans and specifications therefore, made a part of this contract and file
in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma,
73501.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON,
OKLAHOMA all damage, loss and expense which may result by reason of defective materials
and/or workmanship in connection with said work for a period of TWO (2) years, from and after
acceptance of said project by the CITY OF LAWTON and if Principal shall pay or cause to be
paid all labor and materials, including the prime contractor and all subcontractors; and if Principal
shall save and hold the CITY OF LAWTON harmless from any failure whatsoever of said
Principal, then this obligation shall be null and void, otherwise to be and remain in full force and
effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in
said Contract and no deviations from the plan or mode of procedure herein fixed shall have the
effect of releasing the sureties, or any of them, from the obligations of the bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name
and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety

has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Dated this 14th day of January, ~~2024~~ ²⁰²⁵

Principal:

K & R Builders, Inc.
(Name of Contractor)

Surety:

Merchants National Bonding, Inc.

By: [Signature]
(Name & Title) Gary K. Rohlmeier
President

By: [Signature]
Attorney-in-Fact (Affix Seal)
Lisa K. Sherman

ATTEST:

[Signature]
(Name & Title)
Gary Rohlmeier
Self Treas



Notarized on this 14 day of January, ~~2024~~ ²⁰²⁵

Notary: [Signature] commission expires: 12/11/2027





**CITY PROJECT EN2112
BRIDGE REHABILITATION PROJECT
CACHE ROAD OVER WOLF CREEK
CHANGE ORDER NO. 1/FINAL CHANGE ORDER**

Project No. EN2112

Date: October 2, 2025

PROJECT:
EN2112
Bridge Rehabilitation
Cache Road over Wolf Creek

CONTRACT INFORMATION:
Contract For: Bridge Rehabilitation
NTP Date: January 20, 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.,
6301 Waterford Blvd., Suite 310
Oklahoma City, OK 73118

CONTRACTOR:
K & R Builders, Inc.
PO Box 656
Wheatland, OK 73097

THE CONTRACT IS CHANGED AS FOLLOWS:

Change Order No. 1 amends the quantities and contract sum as shown in the attached table: EN2112 Cache Road over Wolf Creek
Pay Estimate 9 – Final Contract Quantities & Value.

Change Order Number 1:

The original Contract Sum was	\$ 1,851,666.36
The net change by previously authorized Amendments/Change Orders	\$ 0.00
The Contract Sum prior to this Amendment/Change Order	\$ 1,851,666.36
The Contract Sum will be decreased by this Amendment/Change Order in the amount of	\$ (127,920.95)
The new Contract Sum including this Amendment/Change Order will be	\$ 1,723,745.41

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

10/03/2025

DATE

K & R Builders, Inc.

CONTRACTOR

Travis Lloyd

SIGNATURE

Travis Lloyd, Project Manager

PRINTED NAME AND TITLE

10-6-25

DATE

City of Lawton

OWNER

Stan Booker

SIGNATURE

Stan Booker, Mayor

PRINTED NAME AND TITLE

DATE

COW Letting: 4-Dec-24	RE: City of Lawton EN2112 Cache Rd over Wolfe Creek in Lawton	PAY ESTIMATE: 9	K&R Job # 2418	Lawton
Contract Time 180 129.5 50.5	Notes:		Work Completed Through: September 15, 2025	
71.94%				
TL Cak's				
	</			

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

Tim Wilson, Interim CITY ATTORNEY

I, Chandra Young, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. _____ for _____ (\$ _____, _____ and _____) after _____ charging _____ account _____ title _____ with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this _____ day of _____, 2025.

Chandra Young FINANCE DIRECTOR

Item Title:

Consider awarding project EN2002C, the rehabilitation of Lee Blvd between 38th Street and 52nd Street, to T&G Construction.

Initiator: George Gill, Councilman - Ward 4

Information Source: Michael Watrous, Director

Background:

The City of Lawton solicited bids for project EN2002C, the rehabilitation of Lee Blvd between 38th Street and 52nd Street. Bid packets were sent to 10 prospective vendors, with 3 bids received. After reviewing the bid, it is the department's recommendation that the contract be awarded to T&G Construction. T&G's bid was responsive and responsible, as well as the lowest bidder and met all specifications.

Correlation to the True North Statement:

Citizen, Safety

Exhibit:

Bid Comparisons, Contract

Key Issues:

N/A

Funding Source:

LIDA S2025A Loan Proceeds

Recommended Action:

Award project EN2002C to T&G Construction.

ATTACHMENTS:

1. TANDG Contract
2. EN2002C Recommendation of Award

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2025, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and T&G Construction, Inc., party of the second part, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for

SW LEE BLVD
SW 52ND STREET TO SW 38TH STREET PROJECT NO. EN2002C

and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the above named Contractor to be the best responsive bidder on the above described project; and

WHEREAS, the City, has duly awarded this Contract (Alternate A, Base Bid + Alternate A Items) to said Contractor for the sum specified in the Contractor's proposal, to wit:

Three million six hundred sixty nine thousand three hundred forty eight dollars and forty five cents (\$3,669,348.45). Said proposal of T&G Construction, Inc. is incorporated by reference into this contract.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Plans and Addenda, all of which are on file in the office of the City Engineer, City Hall, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

2. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the City Engineer shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment, as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY, it shall be the duty of the City Engineer, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Plans and Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project within **Two Hundred and Fourty(240) consecutive calendar days**. The Contractor further agrees to pay as liquidated damages, the sum of **Two Thousand Dollars and 00/100 (\$2000.00) for each consecutive calendar day** thereafter as provided in Paragraph 18 of the General Conditions section of the Contact Documents and Technical Specifications.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

3. Discrimination. The Contractor agrees in connection with the performance of work under this contract as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor and subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Lawton setting forth provisions of this section.

b. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.

c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts

with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

4. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.

5. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Plans and Addenda and the Contractor's Proposal.

6. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.

7. Assignment. This Contract shall not be assigned without the written consent of the CITY.

8. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

9. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.

10. Venue for any action to regarding this Contract shall be in either the state district court of Comanche County, Oklahoma or the federal district court for the Western District of Oklahoma, whichever is appropriate. The Contract shall be governed by the laws of the State of Oklahoma.

11. This Contract requires proper signature and acceptance by the Contractor and approval by the Lawton City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)

T&G Construction, Inc.

Name of Corporation

By

Title President

ATTEST:

Ken' Brannon

Title Administrative Assistant

(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By

Title

COUNTY OF COMANCHE }

STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this ____ day of _____, 2025, personally appeared _____, a member of the partnership/proprietorship _____ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that _____ (he/she) executed the same as _____ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

Notary Public

My Commission Expires _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donnalyn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

Timothy Wilson, CITY ATTORNEY (Interim)

I, Chandra Young, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. _____ for _____ (\$), and after charging account title _____.

SW LEE BLVD

SW 52ND STREET TO SW 38TH STREET PROJECT NO. EN2002C

with this encumbrance there is an unencumbered balance in said account of \$ _____.

Dated this _____ day of _____, 2025.

Chandra Young, FINANCE DIRECTOR



October 21, 2025

Mr. Michael Watrous
Public Works Director
City of Lawton
212 SW 9th Street
Lawton, OK 73501

Re: Recommendation of Award EN2002C—SW Leeth Blvd from SW 52nd Street to SW 38th Street

Dear Mr. Watrous

WSB has reviewed all three (3) bids received for the above-referenced project. The following contractors submitted bids:

Bidder	Total Bid
Engineer's Estimate	\$4,980,849.50
T&G Construction, Inc.	\$3,669,348.45
Overland Construction	\$4,260,580.50
Ellsworth Construction OKC	\$3,892,726.49

After a comprehensive evaluation of all submitted proposals and careful consideration of contractor qualifications, WSB recommends awarding the construction contract for the Rehabilitation of SW Leeth Blvd from SW 52nd Street to SW 38th Street (Project No. EN2002C) to T&G Construction, Inc.

T&G Construction submitted the lowest responsible bid in the amount of \$3,669,348.45, which is both competitive and within budget. The company has a strong record of successful project delivery and has demonstrated the capability and experience necessary to complete this project efficiently and to a high standard of quality.

A detailed bid tabulation is attached for your reference

Sincerely,
Chris Serrano
WSB



BID TABULATION

BID DATE: 10/13/2025 @ 1:30 PM

PROJECT NO. EN2002C

PROJECT NAME: SW LEE BLVD FROM SW 52ND STREET TO SW 38TH STREET

				WSB		T&G				Ellsworth				Overland Corp			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	%	\$	UNIT PRICE	TOTAL PRICE	%	\$	UNIT PRICE	TOTAL PRICE	%	\$
						Difference	Difference			Difference	Difference			Difference	Difference		
202(A)2200	UNCLASSIFIED EXCAVATION	CY	3,680	\$45.00	\$165,600.00	\$30.27	\$111,393.60	67%	-\$54,206.40	\$37.99	\$139,803.20	84%	-\$25,796.80	\$27.50	\$101,200.00	61%	-\$64,400.00
221(B)2300	TEMPORARY SILT FENCE	LF	500	\$10.00	\$5,000.00	\$12.30	\$6,150.00	123%	\$1,150.00	\$13.57	\$6,785.00	136%	\$1,785.00	\$5.00	\$2,500.00	50%	-\$2,500.00
230(A)7200	SOLID SLAB SODDING	SY	4,700	\$7.00	\$32,900.00	\$4.95	\$23,265.00	71%	-\$9,635.00	\$7.01	\$32,947.00	100%	\$47.00	\$3.20	\$15,040.00	46%	-\$17,860.00
303(A)1200	AGGREGATE BASE TYPE A	CY	3,440	\$99.00	\$340,560.00	\$101.13	\$347,887.20	102%	\$7,327.20	\$94.35	\$324,564.00	95%	-\$15,996.00	\$75.00	\$258,000.00	76%	-\$82,560.00
307(K)4200	STABILIZED SUBGRADE	SY	16,890	\$13.00	\$219,570.00	\$17.36	\$293,210.40	134%	\$73,640.40	\$10.86	\$183,425.40	84%	-\$36,144.60	\$13.00	\$219,570.00	100%	
325 0100	SEPARATOR FABRIC	SY	19,150	\$7.00	\$134,050.00	\$6.28	\$120,262.00	90%	-\$13,788.00	\$3.08	\$58,982.00	44%	-\$75,068.00	\$8.50	\$162,775.00	121%	\$28,725.00
402(E)2600	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	1,000	\$48.00	\$48,000.00	\$49.90	\$49,900.00	104%	\$1,900.00	\$62.80	\$62,800.00	131%	\$14,800.00	\$52.00	\$52,000.00	108%	\$4,000.00
407(B)7300	TACK COAT	GAL	6,160	\$6.00	\$36,960.00	\$6.09	\$37,514.40	102%	\$554.40	\$5.49	\$33,818.40	92%	-\$3,141.60	\$3.50	\$21,560.00	58%	-\$15,400.00
408 8100	PRIME COAT	GAL	10,150	\$7.00	\$71,050.00	\$6.13	\$62,219.50	88%	-\$8,830.50	\$4.71	\$47,806.50	67%	-\$23,243.50	\$4.50	\$45,675.00	64%	-\$25,375.00
411(B)1300	SUPERPAVE, TYPE S3(PG 76-28 OK)	TON	2,610	\$114.00	\$297,540.00	\$124.33	\$324,501.30	109%	\$26,961.30	\$102.33	\$267,081.30	90%	-\$30,458.70	\$125.00	\$326,250.00	110%	\$28,710.00
411(B)1330	SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	5,560	\$111.00	\$617,160.00	\$102.66	\$570,789.60	92%	-\$46,370.40	\$128.88	\$716,572.80	116%	\$99,412.80	\$110.00	\$611,600.00	99%	-\$5,560.00
411(C)1400	SUPERPAVE, TYPE S4(PG 76-28 OK)	TON	5,840	\$126.00	\$735,840.00	\$117.01	\$683,338.40	93%	-\$52,501.60	\$112.56	\$657,350.40	89%	-\$78,489.60	\$125.00	\$730,000.00	99%	-\$5,840.00
412 3100	COLD MILLING PAVEMENT	SY	19,450	\$15.00	\$291,750.00	\$4.27	\$83,051.50	28%	-\$208,698.50	\$2.48	\$48,236.00	17%	-\$243,514.00	\$6.75	\$131,287.50	45%	-\$160,462.50
414(B)5300	DOWEL JOINTED P.C.C.PAVT.(PLACEMENT)	SY	150	\$70.00	\$10,500.00	\$76.93	\$11,539.50	110%	\$1,039.50	\$65.98	\$9,897.00	94%	-\$603.00	\$50.00	\$7,500.00	71%	-\$3,000.00
414(G)5800	P.C. CONCRETE FOR PAVEMENT	CY	50	\$570.00	\$28,500.00	\$176.51	\$8,825.50	31%	-\$19,674.50	\$240.34	\$12,017.00	42%	-\$16,483.00	\$600.00	\$30,000.00	105%	\$1,500.00
501(G)1810	CLSM BACKFILL	CY	250	\$207.00	\$51,750.00	\$171.89	\$42,972.50	83%	-\$8,777.50	\$285.68	\$71,420.00	138%	\$19,670.00	\$315.00	\$78,750.00	152%	\$27,000.00
509(D)0500	CLASS C CONCRETE	CY	5	\$496.00	\$2,480.00	\$1,729.40	\$8,647.00	349%	\$6,167.00	\$980.90	\$4,904.50	198%	\$2,424.50	\$1,000.00	\$5,000.00	202%	\$2,520.00
609(B)4360	2'-8" COMB.CRB.& GUT.(6" BARRIER)	LF	11,510	\$40.00	\$460,400.00	\$28.00	\$322,280.00	70%	-\$138,120.00	\$31.67	\$364,521.70	79%	-\$95,878.30	\$43.50	\$500,685.00	109%	\$40,285.00
610(A)5200	4" CONCRETE SIDEWALK	SY	50	\$200.00	\$10,000.00	\$153.35	\$7,667.50	77%	-\$2,332.50	\$100.59	\$5,029.50	50%	-\$4,970.50	\$82.50	\$4,125.00	41%	-\$5,875.00
610(B)5300	6" CONCRETE DRIVEWAY (H.E.S.)	SY	500	\$179.00	\$89,500.00	\$94.13	\$47,065.00	53%	-\$42,435.00	\$93.10	\$46,550.00	52%	-\$42,950.00	\$100.00	\$50,000.00	56%	-\$39,500.00
612(A)3200	MANHOLES ADJUST TO GRADE	EA	10	\$1,452.00	\$14,520.00	\$1,474.89	\$14,748.90	102%	\$228.90	\$1,009.59	\$10,095.90	70%	-\$4,424.10	\$1,700.00	\$17,000.00	117%	\$2,480.00
612(C)3400	INLET ADJUST TO GRADE	EA	14	\$3,150.00	\$44,100.00	\$1,189.04	\$16,646.56	38%	-\$27,453.44	\$1,337.45	\$18,724.30	42%	-\$25,375.70	\$2,250.00	\$31,500.00	71%	-\$12,600.00
612(E)3600	VALVE BOXES ADJUST TO GRADE	EA	10	\$510.00	\$5,100.00	\$589.95	\$5,899.50	116%	\$799.50	\$990.09	\$9,900.90	194%	\$4,800.90	\$750.00	\$7,500.00	147%	\$2,400.00
613(J)6400	EDGE DRAIN CONDUIT-PERFORATED	LF	2000	\$13.00	\$26,000.00	\$13.94	\$27,880.00	107%	\$1,880.00	\$15.90	\$31,800.00	122%	\$5,800.00	\$19.75	\$39,500.00	152%	\$13,500.00
613(K)6500	EDGE DRAIN OUTLET LATERAL-NONPERFORATED	LF	150	\$15.00	\$2,250.00	\$23.61	\$3,541.50	157%	\$1,291.50	\$16.01	\$2,401.50	107%	\$151.50	\$27.15	\$4,072.50	181%	\$1,822.50
613(Q)7500	OUTLET LATERAL HEADWALL	EA	6	\$1,083.00	\$6,498.00	\$1,352.44	\$8,114.64	125%	\$1,616.64	\$1,079.53	\$6,477.18	100%	-\$20.82	\$900.00	\$5,400.00	83%	-\$1,098.00
619(B)6356	REMOVAL OF CURB AND GUTTER	LF	11510	\$12.00	\$138,120.00	\$7.62	\$87,706.20	64%	-\$50,413.80	\$10.86	\$124,998.60	91%	-\$13,121.40	\$9.75	\$112,222.50	81%	-\$25,897.50
619(B)6360	REMOVAL OF CONCRETE PAVEMENT	SY	150	\$13.00	\$1,950.00	\$72.94	\$10,941.00	561%	\$8,991.00	\$22.09	\$3,313.50	170%	\$1,363.50	\$15.00	\$2,250.00	115%	\$300.00
619(B)6364	REMOVAL OF ASPHALT PAVEMENT	SY	16,570	\$7.00	\$115,990.00	\$6.45	\$106,876.50	92%	-\$9,113.50	\$5.96	\$98,757.20	85%	-\$17,232.80	\$7.40	\$122,618.00	106%	\$6,628.00
619(B)6380	REMOVAL OF CONCRETE DRIVEWAY	SY	500	\$127.00	\$63,500.00	\$43.57	\$21,785.00	34%	-\$41,715.00	\$18.99	\$9,495.00	15%	-\$54,005.00	\$10.00	\$5,000.00	8%	-\$58,500.00
220 1100	SWPPP DOCUMENTATION & MANAGEMENT	LSUM	1	\$12,750.00	\$12,750.00	\$7,351.08	\$7,351.08	58%	-\$5,398.92	\$6,624.66	\$6,624.66	52%	-\$6,125.34	\$3,500.00	\$3,500.00	27%	-\$9,250.00
641 2110	MOBILIZATION	LSUM	1	\$264,084.00	\$264,084.00	\$85,997.67	\$85,997.67	33%	-\$178,086.33	\$344,143.41	\$344,143.41	130%	\$80,059.41	\$310,000.00	\$310,000.00	117%	\$45,916.00
642(B)3300	CONSTRUCTION STAKING LEVEL II	LSUM	1	\$35,920.00	\$35,920.00	\$27,500.00	\$27,500.00	77%	-\$8,420.00	\$34,787.47	\$34,787.47	97%	-\$1,132.53	\$110,000.00	\$110,000.00	306%	\$74,080.00
805(D)3528	(PL)REMOVE & RESET EXISTING SIGNS	EA	50	\$347.00	\$17,350.00	\$302.50	\$15,125.00	87%	-\$2,225.00	\$356.96	\$17,848.00	103%	\$498.00	\$275.00	\$13,750.00	79%	-\$3,600.00
856(A)8200	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)	LF	17,500	\$2.00	\$35,000.00	\$0.70	\$12,250.00	35%	-\$22,750.00	\$0.83	\$14,525.00	42%	-\$20,475.00	\$0.64	\$11,200.00	32%	-\$23,800.00
856(A)8216	TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)	LF	1800	\$11.00	\$19,800.00	\$6.60	\$11,880.00	60%	-\$7,920.00	\$7.79	\$14,022.00	71%	-\$5,778.00	\$6.00	\$10,800.00	55%	-\$9,000.00
856(B)8304	TRAFFIC STRIPE(MULTI-POLY.)(ARROWS)	EA	35	\$247.00	\$8,645.00	\$165.00	\$5,775.00	67%	-\$2,870.00	\$194.71	\$6,814.85	79%	-\$1,830.15	\$150.00	\$5,250.00	61%	-\$3,395.00
857(F)9700	PAVEMENT MRKNG. REMOVAL(TRAFFIC STRIPE)	LF	1000	\$1.00	\$1,000.00	\$0.55	\$550.00	55%	-\$450.00	\$0.65	\$650.00	65%	-\$350.00	\$0.50	\$500.00	50%	-\$500.00
880(J)7110	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$66,358.00	\$66,358.00	\$36,300.00	\$36,300.00	55%	-\$30,058.00	\$42,835.32	\$42,835.32	65%	-\$23,522.68	\$95,000.00	\$95,000.00	143%	\$28,642.00
			CONTINGENCY (%)														

Item Title:

Consider approving task order for managing the Lee Blvd project EN2002C to WSB in the amount of \$150,285.00.

Initiator: George Gill, Councilman - Ward 4

Information Source: Michael Watrous, Director

Background:

On 13 October, bid packages were opened for Lee Blvd road rehabilitation project EN2002C. This task order is for WSB to perform project management work related to this project.

Correlation to the True North Statement:

Citizen, Safety, Transparency

Exhibit:

Task Order

Key Issues:

N/A

Funding Source:

LIDA S2025A Loan Proceeds

Recommended Action:

Approve the task order for managing the Lee Blvd project EN2002C to WSB.

ATTACHMENTS:

1. City of Lawton SW Lee Blvd

Mr. Michael Watrous
Public Works Director
City of Lawton
2100 SW 6th Street
Lawton, OK 73501

Dear Mr. Watrous,

WSB is pleased to submit the attached Task Order for your review and approval. This Task Order outlines our scope of services related to design, bidding, construction engineering and inspection, and post-construction activities for the SW Lee Blvd from SW 52nd to SW 38th Street Pavement Rehabilitation Project.

The duration of this Task Order is twelve (12) months, commencing on July 1, 2025, and encompasses the execution of the tasks described herein.

TASK 1.0 – Design

WSB will provide full-service delivery for the design and implementation of 105 pavement segments grouped into 25 coordinated projects. Services will span from initial design through post-construction, ensuring consistency, quality, and value across each phase.

The process will begin with field evaluations and data collection to inform the selection of pavement treatments based on condition assessments and performance goals. WSB will assess the feasibility, cost, and constructability of proposed alternatives, including drainage analysis, surface grading, and ADA compliance. Construction plans and technical specifications will be developed, alongside detailed engineer's estimates and QA/QC reviews to ensure accuracy and constructability.

Design Subtasks include:

- 1.1 Perform field evaluations, measurements, and gather survey data for new pavement profile to support pavement design development.
- 1.2 Select pavement treatments based on condition assessments and performance goals.
- 1.3 Evaluate feasibility, cost, and constructability of design alternatives (including alternates as needed).

- 1.4 Collect and review hydrologic and hydraulic data relevant to drainage performance.
- 1.5 Assess surface grading, flow paths, and drainage infrastructure, including catch basins and storm sewer inverts.
- 1.6 Ensure ADA and accessibility compliance in design elements.
- 1.7 Prepare construction plans and technical specifications, including QA/QC reviews.
- 1.8 Develop engineer's cost estimate and bid quantities [QA/QC].
- 1.9 Perform constructability review

TASK 2.0 – Bidding

WSB will manage the bidding process in alignment with municipal procurement policies, preparing bid documents, advertising the project, conducting pre-bid meetings, responding to contractor inquiries, and evaluating bids through detailed bid tab analysis and qualification reviews.

Bidding Subtasks include:

- 2.1 Prepare bid documents and advertise the project in accordance with municipal procurement policies.
- 2.1 Conduct pre-bid meetings and respond to contractor questions.
- 2.3 Review bids, contractor qualifications, and perform bid tab analysis

TASK 3.0 – Construction Engineering and Inspection (CE&I)

Following bidding, WSB will lead construction engineering and inspection services, beginning with pre-construction meetings and continuing through daily oversight of field activities to verify compliance with plans, specifications, traffic control, and ADA standards. WSB will review material testing reports, process contractor pay applications and change orders, track quantities, and conduct final walkthroughs and punch list inspections. Final documentation, including FQCO and payment materials, will be prepared and submitted. Throughout construction, WSB will maintain daily logs and submit weekly project status reports to City staff and City Council to ensure clear, ongoing communication

CE&I Subtasks include:

- 3.1 Conduct pre-construction meetings with contractors and stakeholders.
- 3.2 Monitor compliance with plans and specifications, including: Field inspections (placement, dimensions, materials). Traffic control implementation and revisions. ADA and utility conflict resolution during construction."
- 3.3 Review and accept material testing reports [QA/QC].
- 3.4 Process change orders, pay applications, and track quantities.
- 3.5 Conduct final walkthrough and punch list inspections
- 3.6 Prepare final quantities, FQCO, and documentation for final payment
- 3.7 Maintain daily construction logs and progress reports (Review Reports for Accuracy)
- 3.8 Draft and submit weekly project status reports to City staff and city council.

TASK 3.0 – Post Construction

Post-construction, WSB will perform follow-up performance assessments at one- and two-year intervals, update pavement condition tracking to inform future planning efforts, and ensure all project records are archived appropriately in the City's shared drive.

Subtasks include:

- 4.1 Conduct post-construction performance assessments (1-year, 2-year follow-ups).
- 4.2 Update pavement condition tracking for inclusion in future planning cycles
- 4.3 Archive project records in shared drive.

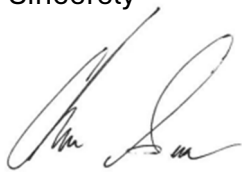
ADDITIONAL SERVICES

Additional services not specifically identified in this Task Order may be added upon written mutual agreement between the City of Lawton and WSB via an amendment.

COMPENSATION

The City of Lawton shall compensate WSB a not-to-exceed amount of \$150,285 for all services provided under this Task Order. Services shall be invoiced monthly based on hourly rates. A work breakdown structure by task can be found on Appendix A.

Sincerely



Chris Serrano
WSB

NOTICE TO PROCEED

By: _____
Signature Date

Please Print Name

Appendix A

Client:	City of Lawton	
Project:	FYE 26 Pavement Maintenance Program Lee Blvd: SW 52nd to SW 38th	
Rates:	2025 City of Lawton Master Services Agreement	
Period:	7/1/2025	TO 6/30/2026
Phase 1	Design	
	1.1 Perform field evaluations and measurements to support design development. (Survey Profile)	*** 3
	1.2 Select pavement treatments based on condition assessments and performance goals.	10
	1.3 Evaluate feasibility, cost, and constructability of design alternatives (including alternates as needed).	10
	1.4 Collect and review hydrologic and hydraulic data relevant to drainage performance.	20
	1.5 Assess surface grading, flow paths, and drainage infrastructure, including catch basins and storm sew	10
	1.6 Ensure ADA and accessibility compliance in design elements.	***
	1.7 Prepare construction plans and technical specifications, including QA/QC reviews.	10
	1.8 Develop engineer's cost estimate and bid quantities [QA/QC].	20
	1.9 Perform constructability review	***
Phase 2	Bidding	10 30
	2.1 Prepare bid documents and advertise the project in accordance with municipal procurement policies.	10 15
	2.2 Conduct pre-bid meetings and respond to contractor questions.	15
	2.3 Review bids, contractor qualifications, and perform bid tab analysis	***
	2.4	
	2.5	
	2.6	
	2.7	
	2.8	
	2.9	
Phase 3	Construction Engineering and Inspection	6 56 436
	3.1 Conduct pre-construction meetings with contractor and stakeholders.	*** 20 10
	3.2 Monitor compliance with plans and specifications, including:Field inspections (placement, dimensions	420
	3.3 Review and accept material testing reports [QA/QC].	20
	3.4 Process change orders, pay applications, and track quantities.	10
	3.5 Conduct final walkthrough and punch list inspections	4 4
	3.6 Prepare final quantities, FQCO, and documentation for final payment	2 2
	3.7 Maintain daily construction logs and progress reports	***
	3.8 Draft and submit weekly project status reports to City staff and city council.	***
	3.9	
Phase 4	Post Construction	3 5
	4.1 Conduct post-construction performance assessments (1-year, 2-year follow-ups).	3 5
	4.2 Update pavement condition tracking for inclusion in future planning cycles	***
	4.3 Archive project records in shared drive.	***
	4.4	
	4.5	
	4.6	
	4.7	
	4.8	
	4.9	

wsb

Direct Labor	Direct Labor Cost
790	\$150,285.00
244	\$56,415.00
40	\$11,400.00
498	\$80,890.00
8	\$1,580.00

*** Indicates task is included

Item Title:

Consider accepting the as-builts and maintenance bond for the offsite improvements for the installation of the new traffic control system at NW 50th Street and NW Cache Road.

Initiator: Christine James, Director

Information Source: Kameron Good, Planning - Senior Planner

Background:

McKee Enterprises, LLC, the developer of 4800 NW Cache Road, conducted a traffic impact study for the possible signalization of the intersection of NW Cache Road and NW 50th Street. Traffic Engineering Consultants (TEC) found that under current traffic, the intersection would not meet the volume warrants for signalization but would meet the crash experience signal warrant due to the 45 collisions (20 with injuries) that occurred between 2016 and 2018. However, when the future development traffic is added, the peak hour volume signal warrant is also satisfied.

On July 16, 2020, the Traffic Commission reviewed and recommended approval of the conceptual traffic signal design and on July 28, 2020, the City Council approved the proposed traffic signal design contingent upon the submittal of construction plans per Section 21-6-601 of Lawton City Code, prior to the construction of the traffic signal.

The construction plans were approved by City Council on January 12, 2021.

City Engineering has inspected and approved the traffic signal.

The maintenance bond is in the amount of \$40,896.00.

This item was recommended for approval by the City Planning Commission on September 25, 2025, subject to conditions handed out. All conditions have been met and approved by Public Works.

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

As-Built Site Plan
Maintenance Bond

Key Issues:

Conditions have been met and approved by Public Works

Funding Source:

N/A

Recommended Action:

Approve the as-builts and maintenance bond for the offsite improvements for the installation of the new traffic control system at NW 50th Street and NW Cache Road.

ATTACHMENTS:

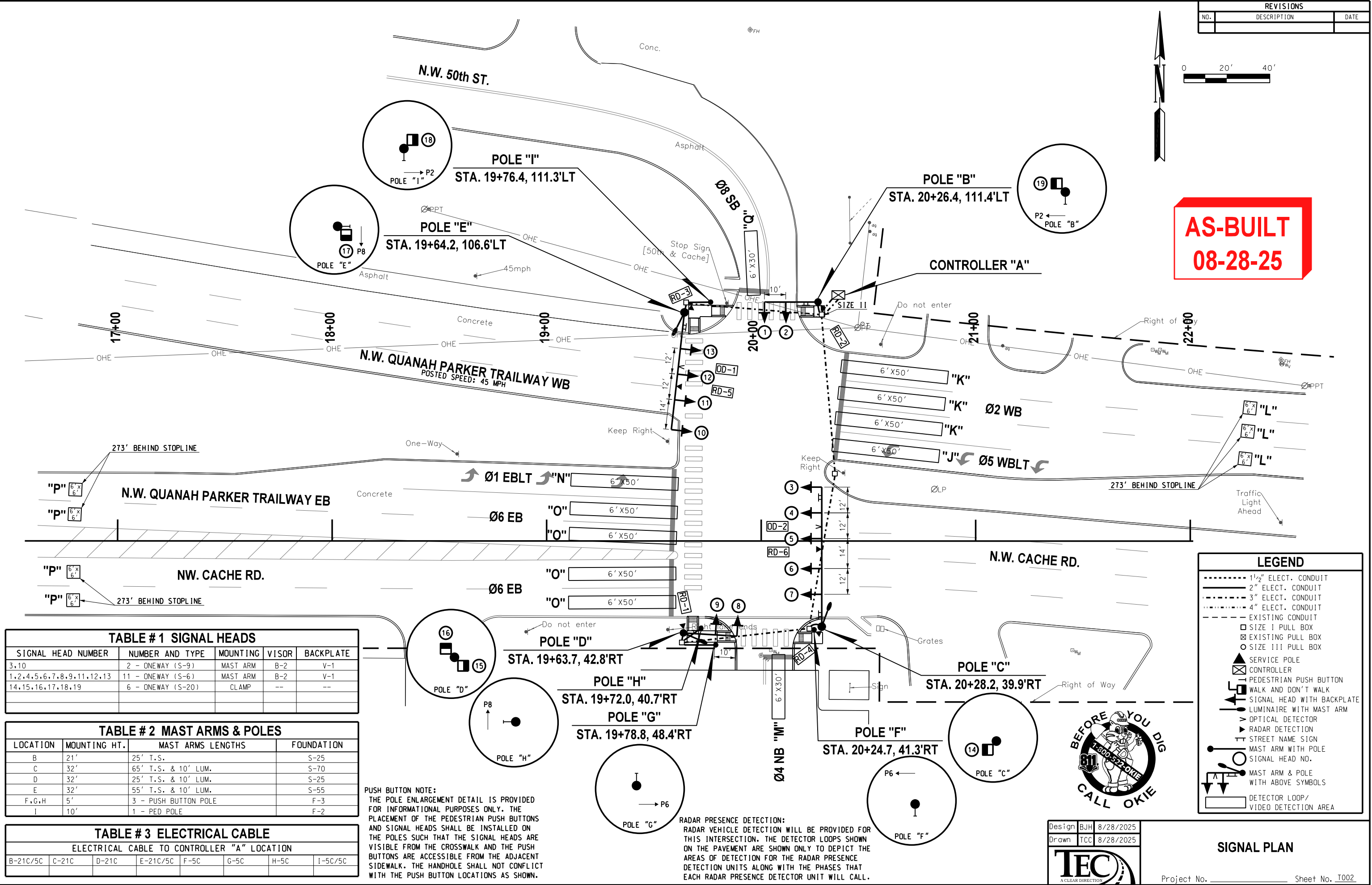
1. As-Built Drawing NW 50th & Cache Rd
2. Bond for traffic signal Cache Properties LLC

8/28/2025 G:\0\Projects\17-2808 - Design, Cache Rd. & NW 50th St. - Lawton, OK\CAD\SIG as built.dgn

REVISIONS		
NO.	DESCRIPTION	DATE

0 20' 40'

AS-BUILT
08-28-25



SUBDIVISION MAINTENANCE BOND
(Public Improvements)

Bond # F361449

KNOW ALL MEN BY THESE PRESENT:

We, the developer, Cache Properties, LLC and its contractor Traffic Signals, Inc. [if applicable] (collectively as the "Principal"), and Great American Insurance Company, a corporation organized under the State of Ohio and authorized to transact surety business in the State of Oklahoma, (as the "Surety"), are held and firmly bound unto the City of Lawton, Oklahoma, (the "City" as the Oblige), in the full and just sum of *****
*****Forty Thousand Eight Hundred Ninety Six***** dollars and 00 /100 (\$ 40,896.00), representing fifteen percent (15%) of the entire cost of materials, equipment and labor of the improvements described herein, for which payment we bind ourselves, our respective heirs, legal representatives, successors and assigns, jointly and severally.

The Principal has constructed certain improvements, including the following as indicated:

- ☐ Sanitary Sewer Facilities; ☐ Water Main Facilities; ☒ Streets and Sidewalks Facilities;
(Traffic Signals)
- ☐ Stormwater Drainage Facilities;
- ☐ See attached Exhibit A;

as an element of the Cache Road & NW 50th Street Traffic Signal Installation development/subdivision (the "Improvements").

The Principal and Surety make and furnish this bond, and the City receives the same, in consideration of the Lawton City Council accepting the dedication of these Improvements and in consideration of the Lawton City Council releasing any performance bond or other surety heretofore provided to the City for the completion of the Improvements. Accordingly, for a period of two (2) years from the final acceptance of these Improvements by Lawton City Council (the "Maintenance Period"), the Principal and Surety do hereby agree to promptly and faithfully indemnify, protect and hold harmless the City against any construction defect or other deficiency in the Improvements.

Further, this bond is offered and issued by the Principal and Surety, and accepted by the City, upon the following conditions:

1. This bond shall become effective upon acceptance of the Improvements by the Lawton City Council, as certified by resolution, which is or shall be attached hereto and made part of this instrument.
2. This bond shall not be subject to cancellation either by the Principal or by the Surety for any reason until the end of the Maintenance Period and the certification by the city engineer that the Principal and/or Surety have met all conditions of this bond.
3. The aggregate liability of the Surety under this bond shall not exceed the sum set forth above.

4. The term of this bond may be extended upon written agreement of all parties hereto.
5. This bond incorporates by reference as if fully set forth herein the provisions of Lawton City Code §21-2-207(E) styled "Maintenance of Improvements After Acceptance".
6. At the end of the Maintenance Period or any extension thereof, and upon satisfaction of all conditions of this instrument, this bond will expire.

For the giving of any notice or other communication under this bond, the mailing address, designated point of contact, telephone number, and email address for the respective parties shall be as set forth below unless written notice of a change of this information is given to the other parties:

For the City:

Planning Director, City of Lawton,
Address: 212 SW 9th Street, Lawton, OK 73501;
Attn: _____; Email _____;
Ph. _____; Fax: _____;

For the Principal/Developer/Subdivider:

Name/POC: Traffic Signals, Inc.;
Address: 6600 Boucher Dr., Edmond OK 73034;
Attn: Robert Meadors; Email tsirbm@aol.com;
Ph. 405 / 341-3101; Fax: 405 / 348-7489;

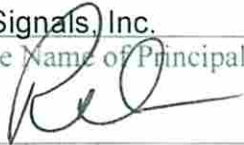
For the Surety:

Name/POC: Great American Insurance Company;
Address: 301 E. 4th Street, Cincinnati, OH 45202;
Attn: _____; Email _____;
Ph. _____; Fax: _____;

BY THESE PRESENTS, we the undersigned Principal(s) and Surety execute this instrument on the date indicated.

For the Principal/Developer/Subdivider:

Traffic Signals, Inc.
Print/Type Name of Principal


Signature
Robert Meadors - President
Print/Type Name and Title

Dated: 08 / 08 / 2025

ATTEST:


Signature
Diane R. Yannarell - witness
Print/Type Name and Title

For the Surety:

Great American Insurance Company
Print/Type Name of Principal


Signature
Wendy Hollen - Attorney-in-Fact
Print/Type Name and Title

Dated: 08 / 08 / 2025

ATTEST:


Signature
Terri Bohanan - Witness
Print/Type Name and Title

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 22566

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Susanne Cusimano	John Rogers	All of
Wendy Hollen	Mike Shannon	Oklahoma City,
Cody Michael McNeill	Lisa Sherman	Oklahoma
W.M. McNeill	Kyle D. Reser	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of July, 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

John K. Webster

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN K. WEBSTER (877-377-2405)

On this 23rd day of July, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

Steph C. B.
August 2025

Steph C. B.

Assistant Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2025

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	CONTACT NAME: Brandy Jones
Insurance Agency of Mid America Inc	PHONE (A/C, No, Ext): (405) 691-0016
10009 S. Penn, Building E	FAX (A/C, No): (405) 691-0415
P. O. Box 890300	E-MAIL ADDRESS: bjones@midamericainc.com
OKlahoma City OK 73189	INSURER(S) AFFORDING COVERAGE
	INSURER A: Continental Casualty Co
	INSURER B: Continental Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2025/2026 Casualty REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:	Y		6014187542	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Ltd Worksite Pollution \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6014187539	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6014187525	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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	6 14187556	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTH-ER 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)

re: Cache Road & NW 50th Street Traffic Signal Installation

When required by written contract, City of Lawton & Cache Properties, LLC are included as Additional Insured as respects General Liability. Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER	CANCELLATION
City of Lawton 212 SW 9th Street Lawton OK 73501-3500	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Item Title:

Consider approving an Agreement for Limited Support between the Museum of the Great Plains Trust Authority and the City of Lawton to fund the continued operation of the Museum, contingent upon the Museum of the Great Plains Trust Authority approving the agreement, and authorize the Mayor and City Clerk to execute the Agreement.

Initiator: Larry Parks, Director, Jason Poudrier, Arts & Humanities - Administrator

Information Source: Larry Parks, Director, Jason Poudrier, Arts & Humanities - Administrator

Background:

The proposed Agreement would enable the Museum of the Great Plains Trust Authority to fund the continued operation of the Museum, thereby encouraging tourism and enhancing economic development in the City. The funds requested and subsequently provided under this Agreement will not exceed the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), based on the budgeted amount approved by the City Council for the Museum in the City's Fiscal Year 2025-2026 budget.

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

Proposed Agreement; Excerpt from City's FY 2025-2026 Budget

Key Issues:

N/A

Funding Source:

1005009-52090 Museum general fund, other expenses account

Recommended Action:

Staff recommends approving an Agreement for Limited Support between the Museum of the Great Plains Trust Authority and the City of Lawton to fund the continued operation of the Museum and authorize the Mayor and City Clerk to execute the Agreement.

ATTACHMENTS:

1. Museum of GP Agreement FYE26 10.17.25
2. Museum Budget Excerpt

AGREEMENT FOR LIMITED SUPPORT

This Agreement for Limited Support is entered into by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as “City”, and the Museum of the Great Plains Authority, a public trust, hereinafter referred to as “Authority”.

Whereas, the City, through its governing body, had determined that the City should provide financial support to the Authority for the continued operation of the Museum thereby encouraging tourism and enhancing economic development in and for the City; and

Whereas, the City desires to provide limited service support to the Authority in addition to the financial assistance recited above.

Now, therefore, in consideration of the mutual obligations of the parties, the City and Authority agrees as follows:

1. City agrees:

a. To provide to the Authority the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for the continued operation, management and administration of the Museum during the 2025-2026 fiscal year. Claims for funds will be processed by the City and paid to the Authority in accordance with the City’s policies and procedures for payment of contractual claims.

b. To allow the Authority the use of the City’s fueling facility to obtain fuel for any vehicle acquired by the Authority for use in the operation, management and administration of the Museum, provided that the Authority reimburses the City for the fuel based on the cost of the fuel to the City at the time a vehicle is refueled at City’s facility.

c. To print flyers, bulletins, and other materials for the Authority which are used in the operation, management, and administration of the Museum, provided that materials from or for other entities assisting in the enhancement of the Museum will not be printed at the City’s print shop. This assistance will be made available to the Authority only while the City’s print shop is in operation, and this provision is in no way intended to create any property right or interest in the Authority to have its materials printed by the City for an indefinite period of time. The Authority will reimburse the City for the actual cost incurred by the City in printing Authority’s materials.

d. To continue providing contractual services to the Museum under the City’s contracts for the following services: pest control; copier rental; HVAC services and rental of cleaning supplies.

e. The City agrees to provide, through the Office of the City Attorney, limited legal assistance to the Authority. This legal assistance shall be limited to oral and written advice on subjects and matters for which litigation is not anticipated; documentation preparation; responses

to government agency inquiries and other matters within the areas of knowledge of the members of the City Attorney's staff.

The City shall not provide legal assistance in the following areas:

- (1) Prepare documents needed for the prosecution or defense of actual or anticipated litigation.
- (2) Preparation or review of grant application.
- (3) Representation before any board, agency or court.
- (4) Representation of or advice to the Authority on any issue occasioned by and or governed by the Oklahoma Governmental Tort Claims Act.

The Authority shall be responsible for all legal matters and if, on the determination of the City Attorney the members of his office cannot or are prohibited from representing the Authority, the Authority shall be responsible for obtaining legal assistance at its own expense without reimbursement from the City.

2. Authority agrees:

- a. To reimburse the City, based on City's billing procedures, for the fuel obtained from the City's fueling facility and for publications and printing of Authority's materials at the City's print plant. City will pay the costs and expenses for the HVAC maintenance/repair.
- b. To periodically submit to the City's accounting office claims for reimbursement for services performed in the operation, management and administration of the Museum. Such claims will be submitted in accordance with and in compliance with City's contractual claims policies and procedures.
- c. To submit to the Lawton City Council semi-annual narrative reports which will include the number of visitors to the Museum, projects and activities undertaken by the Museum during the reporting period, projects and activities planned to be undertaken by the Museum for the following six-month period, and any other information which may be of interest to the Lawton City Council. Reports will be due to the Lawton City Council by January 15, 2026 and July 15, 2026, the midpoint and end of the fiscal year, respectively.
- d. The Authority will be responsible for insuring the collection and the content in the Museum, Trading Post, and other buildings within the leased premises.
- e. Unless waived by City Council, the Authority agrees to follow City's purchasing policies as outlined in Chapter 10 of Lawton City Code and Administrative Policy 4-2.
- f. Authority agrees that neither it nor its board members will make or publish, or cause to be made or published, any statement whether written, oral, or digital that is false or defamatory against the City of Lawton, its elected officials, employees or departments.

3. The term of this agreement will begin on July 1, 2025 and expire on June 30, 2026.

In witness whereof, the parties have hereunto set their hands to this agreement this____day of____2025.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

MUSEUM OF THE GREAT PLAINS
AUTHORITY, a public trust,

By: _____
CHAIRMAN

ATTEST:

SECRETARY

Approved as to form and legality for the City of Lawton, Oklahoma, this____day of____, 2025.

TIM WILSON, INTERIM CITY ATTORNEY

COMMUNITY ENRICHMENT

DIVISION: MUSEUM

ACTIVITY NO. 5009

FUNCTION

THIS ACTIVITY IS RESPONSIBLE FOR THE OPERATION OF THE MUSEUM OF THE GREAT PLAINS. THE MUSEUM IS THE ONLY INSTITUTION OF ITS TYPE WITH A REGIONAL CONCEPT OF INTERPRETING THE RELATIONSHIP OF MAN TO A PLAINS ENVIRONMENT. SOME OF THE ACTIVITIES INCLUDE EXHIBIT DISPLAYS, EDUCATIONAL TOURS, FILMS AND DEMONSTRATIONS, COLLECTIONS AND PRESERVATION OF HISTORICAL RESEARCH MATERIALS, DOCUMENTS, PHOTOGRAPHS, ARTIFACTS, ARCHAEOLOGICAL RESEARCH IN THE PRE-HISTORY OF EARLY MAN AND A PUBLICATION THROUGH ITS TECHNICAL REPORTS AND THE SEMI-ANNUAL GREAT PLAINS JOURNAL.

COMMENTS

ACCOUNT 52025, PROFESSIONAL AND TECHNICAL SERVICES, FUNDS AN AGREEMENT BETWEEN THE CITY OF LAWTON AND THE MUSEUM TRUST AUTHORITY FOR THE OPERATIONS OF THE MUSEUM OF THE GREAT PLAINS.

PERSONNEL

CLASSIFICATION	SALARY BI-WKLY	23/24	24/25	25/26

CAPITAL OUTLAY

ACCT NO.	ITEM	A/R	QTY	BUDGET AMOUNT

FUNDING SOURCE

CLASSIFICATION	ADOPTED TOTAL 25/26	GENERAL
PERSONNEL SERVICES	0	0
MATERIALS & SUPPLIES	0	0
OTHER SERVICES & CHARGES	500,000	500,000
CAPITAL OUTLAY	0	0
TOTAL DOLLARS	<u>500,000</u>	<u>500,000</u>

Item Title:

Consider approving an all-way stop sign at the intersection of SW 69th and SW 70th Streets.

Initiator: Randy Warren, Councilman - Ward 8

Information Source: Michael Watrous, Director

Background:

This report summarizes conditions on the road segment on SW 69th Street that was requested for Public Works to study by Councilmember Warren on June 13th, 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 an approval recommendation.

Correlation to the True North Statement:

Citizen, Safety.

Exhibit:

Speed Study and Recommendations

Key Issues:

N/A

Funding Source:

1005502 51020 - Streets and Traffic Control - Repair and Maintenance - Current Balance: \$900,258.76 - Estimated Cost: \$100.

Recommended Action:

Approve an all-way stop sign at the intersection of SW 69th and SW 70th Streets.

ATTACHMENTS:

1. Traffic Calming Report - 69th

City of Lawton

Department of Public Works



Neighborhood Traffic Calming Report

SW 69th Street

Ward 8

Executive Summary

This report summarizes conditions on the road segment on SW 69th Street that was requested for Public Works to study by Councilmember Warren on June 13th, 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 an all-way stop at SW 70th Street, with a potential raised crosswalk in the future if needed.**

- The location does not meet the council policy threshold for average speed.
- The location is on a curve so vertical deflection is not recommended – a vehicle that loses control when speeding and hitting the deflection could cause the vehicle to leave the roadway on a curve and endanger pedestrians.

Other options are available in the last section of this report in order of Public Works recommendations for the specific area.

Councilmembers Recommendation

Install stop signs at SW69th and SW70th.

Initial Qualification Criteria

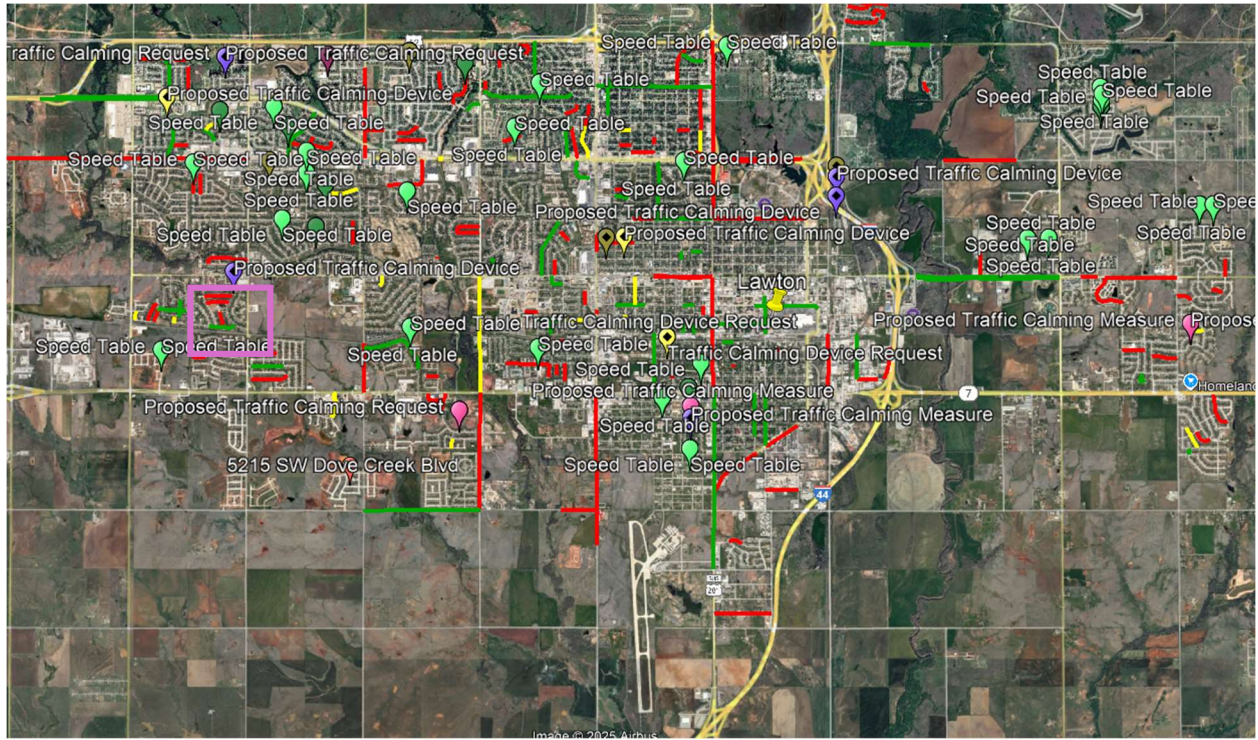
Council Policy 10-5 outlines the following criteria be met before time and resources are spent reviewing the request. This request meets all of the criteria outlined in the policy, listed below:

- 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	None noted
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 9 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.

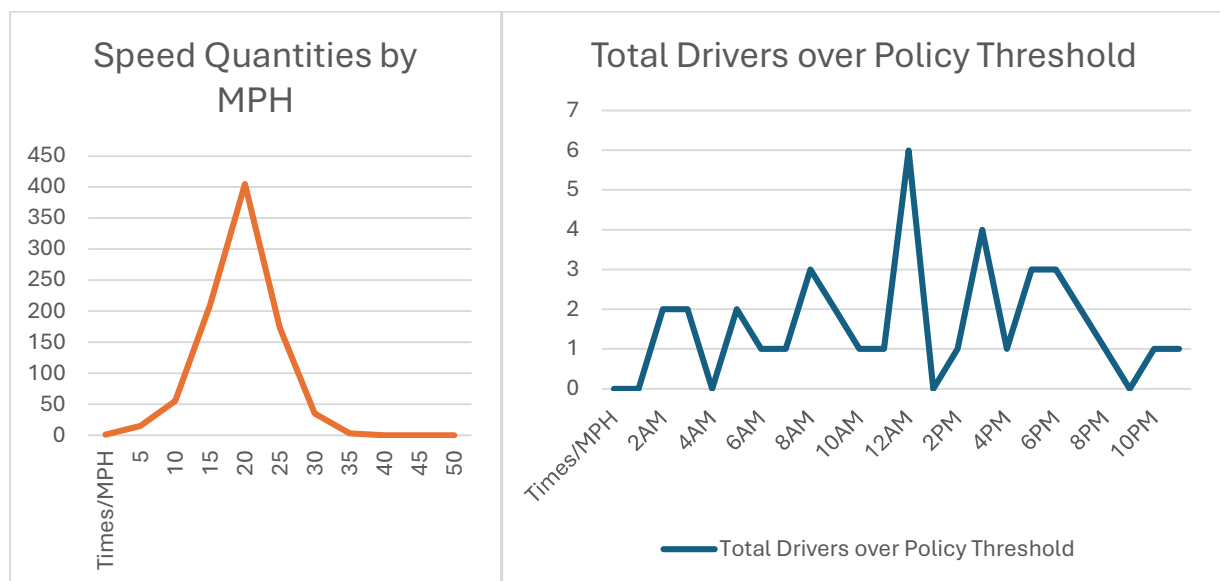
To make a recommendation, data is used from the following nationally recommended standards for speed table implementation, as well as the physical geography and roadways of the area.

- 85th percentile speed $\geq$ 8 mph over the posted speed limit
 - Criteria was not met, with an average speed of 21.5 MPH, which is at or under the (typical) speed limit for the roadway.
- ADT > 600 vehicles/day (vpd)
 - Criteria was met, with 897 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 Austin	Between SW Forest and SW 70th	22.1 MPH	21.9 MPH	27.2 MPH	25	33	897
Does Not Meet Accepted Criteria				Meets Accepted Criteria			

Quantity of Speeds Recorded



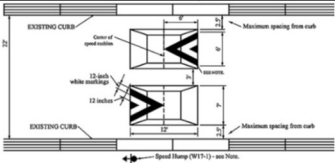
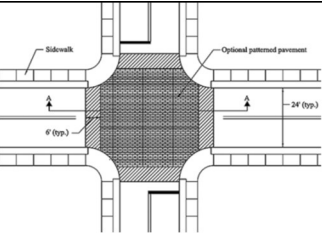
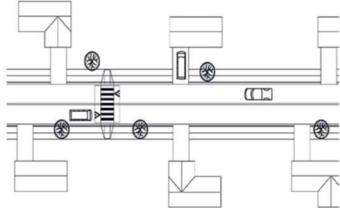
The average speed in the area is 21.9 MPH, with a median speed of 22.1 MPH and a 85th percentile speed of 27.2 MPH. This is below the threshold of the policy and generally

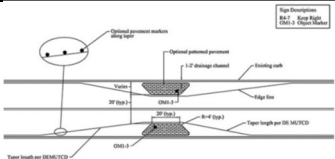
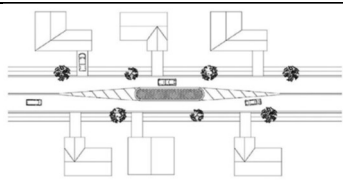
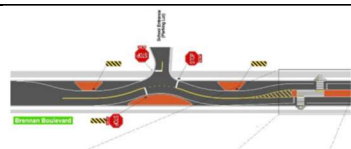
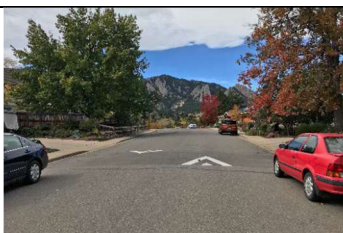
accepted standards for traffic calming, with 38 vehicles out of 897 counted (4%) above the 33 MPH standard. Note that the sensor will “hit” on vehicles with double axels, trailers, etc., showing their speed as higher than what is occurring, so it is likely that the number of speeding vehicles is below the number shown.

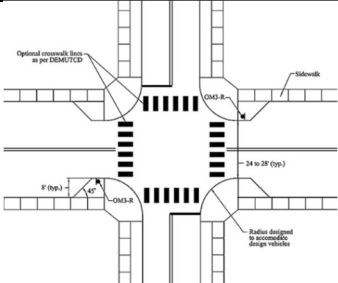
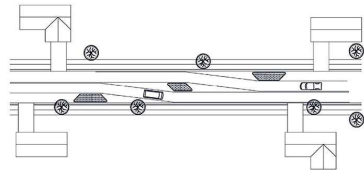
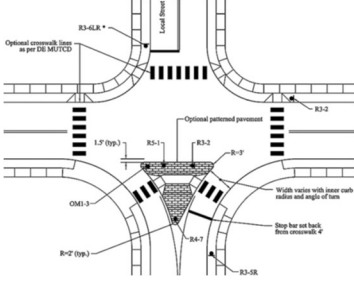
Traffic Calming Devices Reviewed

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
Stop Sign		This is a collector for the neighborhood. Stop signs at 70 th street would be the most effective measure since it completely stops a vehicle instead of slowing it down, as well as the most cost effective. It is also at a school, allowing for safer crossing of children at the intersection.	1
No Action		No action should be taken - Council Policy 10-5 and generally accepted standards do not listed this area as meeting requirements.	2
Radar Speed Signs		Radar speed signs show drivers their current speed. This serves as a reminder to those that are speeding of the speed limit and prevents “honest” drivers from speeding.	3

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. This road is a curve however, so concerns are there that would cause a vehicle to lose control when hitting the cushion, causing it to leave the roadway.	4
Raised Intersection		This is typically used for an intersection with high pedestrian numbers. This road is a curve however, so concerns are there that would cause a vehicle to lose control when hitting the cushion, causing it to leave the roadway.	5
Increased Enforcement		With the number of speeders in a school zone, increased enforcement is warranted.	6
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	7

		access. This road is a curve however, so concerns are there that would cause a vehicle to lose control when hitting the cushion, causing it to leave the roadway.	
Choker		The horizontal deflection causes vehicles to slow down but is a significant disruption to residents directly at the location.	8
Median Island		Due to the driveways on this road segment, this method would result in unnecessary disruption for residents but is feasible as only one side of the road is affected and the throughfare is maintained.	9
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. Driveways and a curve in the area do not make this a suitable option but can be done.	10
Speed Hump		This measure is designed to keep traffic between 25 MPH and 35 MPH, which is over the speed limit of the area and would have limited effect. This road	11

Corner Extension		Placing corner extensions reduces lane width, slowing traffic. There are no 4-corner intersections on this segment.	N/A
Lateral Shift		Due to the driveways on this road segment, this method would result in unnecessary disruption for residents but is feasible since only one side of the road is affected. Being on a curve presents an issue for advance warning prior to encountering.	N/A
Median Barrier/Forced Turn Island		This measure diverts traffic from going straight, slowing traffic and interrupting through traffic, primarily. Roads on this segment do not match the requirement.	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

Roundabout		This is a larger option that would require acquiring land and is not necessary for the size of vehicles in the neighborhood.	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
On-Street Parking		On-Street parking is currently allowed.	N/A
Decoratively Painted Crosswalks		The painted crosswalk option is currently under trial, prior to additional recommendations.	N/A

Item Title:

Consider approving the installation of an all-way stop at the intersection of SW Dove Creek and SW 54th Streets.

Initiator: Sherene L Williams, Councilwoman - Ward 7

Information Source: Michael Watrous, Director

Background:

This report summarizes conditions on the road segment on Dove Creek that was requested for Public Works to study by Councilmember Williams on May 27th, 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.

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: \$100

Recommended Action:

Approve the installation of an all-way stop at the intersection of SW Dove Creek and SW 54th Streets.

ATTACHMENTS:

1. Traffic Calming Report - Dove Creek

City of Lawton

Department of Public Works



Neighborhood Traffic Calming Report

NW Dove Creek

Ward 7

Executive Summary

This report summarizes conditions on the road segment on Dove Creek that was requested for Public Works to study by Councilmember Williams on May 27th, 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 does not recommend any measures be enacted for the following reasons.**

- The location does not meet the council policy threshold for average speed
- There is not a significant amount of vehicles traveling at excess speeds to warrant the cost of traffic control measures on the segment

If traffic calming is requested by the councilmember, other options are available in the last section of this report in order of Public Works recommendations for the specific area.

Councilmembers Recommendation

Install an all-way stop sign at SW Dove Creek and SW 54th Street

Initial Qualification Criteria

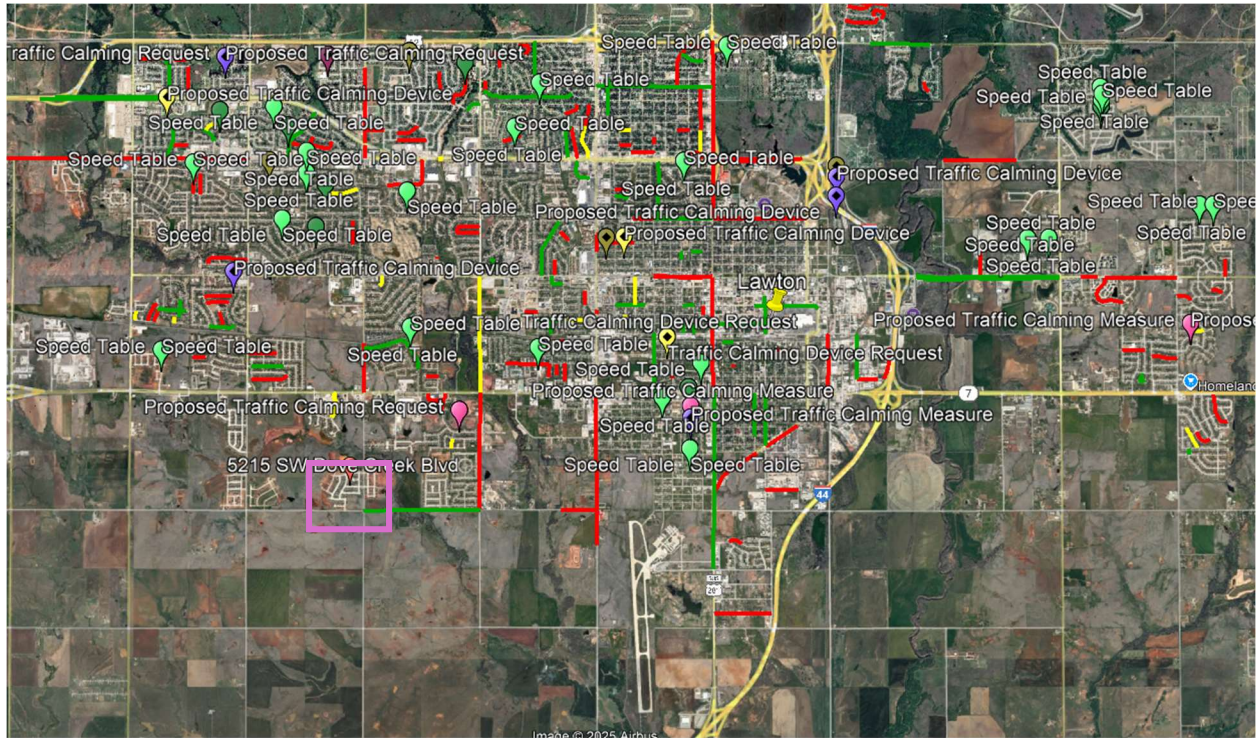
Council Policy 10-5 outlines the following criteria be met before time and resources are spent reviewing the request. This request meets all of the criteria outlined in the policy, listed below:

- 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	None noted
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 2 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.

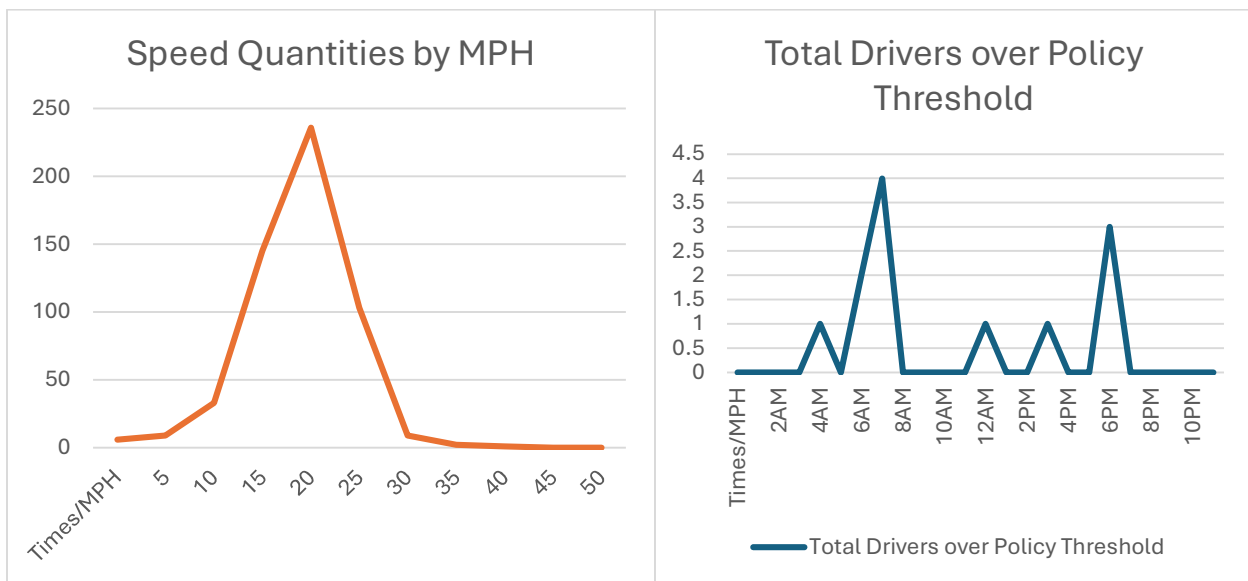
To make a recommendation, data is used from the following nationally recommended standards for speed table implementation, as well as the physical geography and roadways of the area.

- 85th percentile speed $\geq$ 8 mph over the posted speed limit
 - Criteria was not met, with an average speed of 21.5 MPH, which is at or under the (typical) speed limit for the roadway.
- ADT > 600 vehicles/day (vpd)
 - Criteria was not met, with 544 vehicles per day.

Location Specific Data

Steet	Location	Median Speed	Average Speed	85 th Percentile Speed	Posted Speed Limit	8 MPH above the posted speed	24-Hour Traffic Count
NW Austin	Between NW Hoover and NW Floyd	21.7 MPH	21.5 MPH	26.6 MPH	25	33	544
Does Not Meet Accepted Criteria				Meets Accepted Criteria			

Quantity of Speeds Recorded

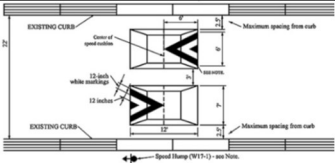
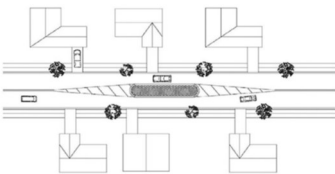
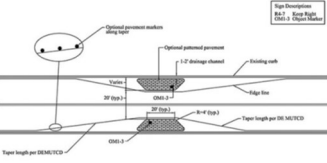


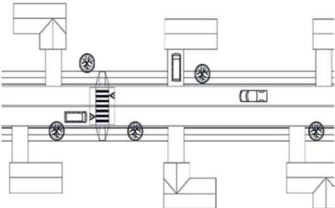
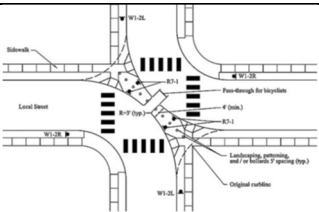
The average speed in the area is 21.5 MPH, with a median speed of 21.7 MPH and a 85th percentile speed of 26.6 MPH. This is below the threshold of the policy and generally accepted standards for traffic calming, with 12 vehicles out of 544 counted (2%) above the 33 MPH standard. Note that the sensor 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.

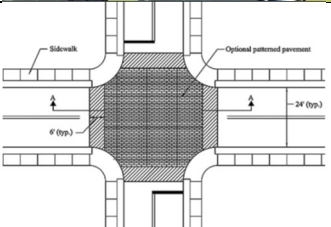
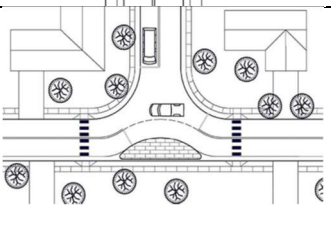
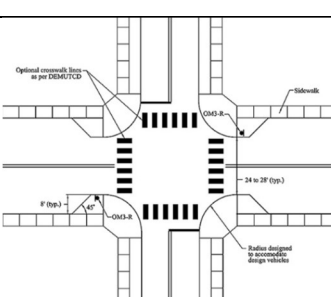
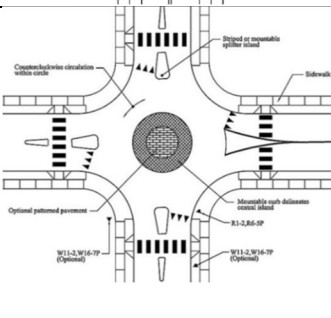
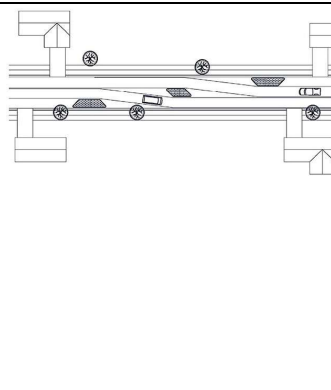
Traffic Calming Devices Reviewed

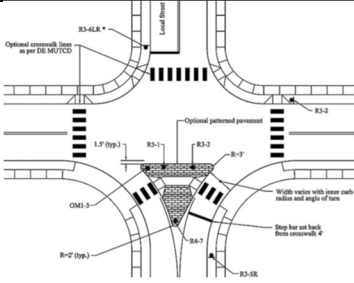
The below traffic calming measures were reviewed during this study. These measures are listed in order of Public Works recommendation. Recommendations do **NOT** consider the resources (time/money) needed to implement the measure and may be a factor to consider for the Streets and Bridges Committee or City Council.

Calming Measure	Illustration	Comments	Recommendation Order
No Action		No action should be taken - speeding is not shown as a problem in the area according to Council Policy 10-5 and generally accepted standards.	1
Radar Speed Signs		Radar speed signs show drivers their current speed. This serves as a reminder to those that are speeding of the speed limit and prevents “honest” drivers from speeding.	2
Stop Sign		This is a collector for the neighborhood. Stop signs at 54 th street would be the most effective measure since it completely stops a vehicle instead of slowing it down, as well as the most cost effective.	3

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.	4
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. Driveways and houses in the area do not make this a suitable option but can be done.	5
Median Island		Due to the driveways on this road segment, this method would result in unnecessary disruption for residents but is feasible as only one side of the road is affected and the thoroughfare is maintained.	6
Choker		The horizontal deflection causes vehicles to slow down but is a significant disruption to residents directly at the location.	7

Increased Fine Zone		The Speed Limit for the area currently matches city code for the road type. Speeding is not of a great enough quantity to warrant.	8
Speed Table/Raised Crosswalks		Speed tables are designed to keep traffic at 25-27 MPH. Speed cushions are recommended over speed tables when possible to allow better emergency vehicle access. Speeding is not in a great enough quantity to warrant.	9
Speed Hump		This measure is designed to keep traffic between 25 MPH and 35 MPH, which is over the speed limit of the area and would have limited effect. Speeding is not in a great enough quantity to warrant.	10
Diagonal Diverter		This measure diverts traffic from going straight, slowing traffic and interrupting through traffic, primarily. There are no 4-corner intersections on this segment. This would also divert traffic onto other local streets, pushing the problem elsewhere.	11

Increased Enforcement		There are very few speeding vehicles (12) in the area for enforcement to be highly effective.	12
Raised Intersection		This is typically used for an intersection with high pedestrian numbers. This does not exist on this segment.	N/A
Realigned Intersection		The horizontal deflection causes drivers to slow down. Driveways at the road intersections would not make this feasible.	N/A
Corner Extension		Placing corner extensions reduces lane width, slowing traffic. There are no 4-corner intersections on this segment.	N/A
Mini Roundabout		Similar to a traffic circle, a mini roundabout's center differs by being traversable. There are no 4-corner intersections on this segment.	N/A
Lateral Shift		Due to the driveways on this road segment, this method would result in unnecessary disruption for residents but is feasible since only one side of the road is affected. The road is not wide enough to support.	N/A

Median Barrier/Forced Turn Island		This measure diverts traffic from going straight, slowing traffic and interrupting through traffic, primarily. Roads on this segment do not match the requirement.	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
Roundabout		This is a larger option that would require acquiring land and is not necessary for the size of vehicles in the neighborhood.	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

On-Street Parking		On-Street parking is currently allowed.	N/A
Decoratively Painted Crosswalks		No painted crosswalks are in this study area	N/A

Item Title:

Consider approving an amendment to Council Policy 01-06, Council Rules of Procedure, in order to: replace references to “Legistar” with “CivicPlus”; add that items requesting the use of CIP funds show that the request was expressly included within the scope and cost parameters of the project when the original Resolution of Intent was approved; move "Audience Participation" to the end of the meeting; prohibit the removal of boards, commission, and committee appointments from the consent agenda for discussion by the public; allow for the use of an electronic voting system during City Council meetings; and direct Council members not to nominate or reappoint individuals in a manner that would result in more than nine consecutive years of service on the same board or committee without a break in service of one term, or to make appointments that would extend beyond their own term of office.

Initiator: Donalynn Blazek-Scherler, City Clerk

Information Source: Donalynn Blazek-Scherler, City Clerk, Stan Booker, Mayor

Background:

Background:

This amendment to Council Policy 01-06, Council Rules of Procedure, updates and refines several sections to reflect current practices and formal direction provided by the City Council.

Replacement of “Legistar” with “CivicPlus”:

References to “Legistar” are replaced with “CivicPlus” to align with the City’s current agenda management platform. This update ensures consistency between the policy and the City’s existing technology systems used for agenda preparation, meeting management, and public transparency.

CIP Expenditure Accountability:

The amendment strengthens financial accountability by requiring that any request to use Capital Improvement Program (CIP) funds include documentation showing that the proposed expenditure was expressly included within the scope and cost parameters approved in the original Resolution of Intent. This ensures that departments cannot seek additional or unrelated expenses under an approved project. The amendment allows for exceptions in specific circumstances and allows the City Manager to make discretionary decisions regarding exemptions.

Audience Participation Relocation:

On September 9, 2025, the City Council approved moving the Audience Participation portion of meetings to the end of the meeting. This amendment formalizes that change within the policy, improving meeting flow and allowing the Council to complete official business prior to receiving general public comments.

Consent Agenda for Appointments:

The amendment prohibits the removal of board, commission, and committee appointments from the Consent Agenda for discussion by the public. This change recognizes that such appointments are administrative in nature and are not subject to public debate during Council meetings.

Electronic Voting Authorization:

To improve meeting efficiency and transparency, the amendment authorizes the use of an electronic voting system during City Council meetings. This system will allow for accurate and timely vote recording and display of results for the Council, staff, and public.

Direction on Council Nominations and Term Limits:

On September 23, 2025, the City Council provided direction to amend the policy governing board, commission, and committee appointments. This amendment directs Council members not to nominate or reappoint individuals in a manner that would result in more than nine consecutive years of service on the same body without a break of one full term, and further prohibits making appointments that would extend beyond the Council member's own elected term of office. This change promotes equitable citizen participation, accountability, and consistency in representation across City boards and committees.

Correlation to the True North Statement:

Efficiency

Exhibit:

Council Policy 01-06, Council Rules of Procedure- Amended

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the amendments to Council Policy 01-06.

ATTACHMENTS:

1. Council Policy 1-6 10.28.25 Amendments- Track Changes
2. Council Policy 1-6 10.28.25 Amendments- Clean

Policy 1-6 COUNCIL RULES OF PROCEDURE

COUNCIL POLICY NO. 1-6

DISTRIBUTION: Mayor and City Council All Departments

SUBJECT: CITY COUNCIL RULES OF PROCEDURE

PURPOSE: To provide for orderly conduct of meetings of the Lawton City Council

BACKGROUND: Lawton City Charter, Section 2-11, provides that the City Council may determine its own rules. Rules are hereby established.

**POLICY/
PROCEDURE:** Council Policy determining rules of procedure is adopted as an exhibit and addresses the following issues:

1. Time of Meetings
2. Agenda
 - A. Preparation of Agenda
 - B. Agenda Items
 - C. Order of Business
3. Presiding Officer
4. Quorum
5. Conduct of Meetings
 - A. Discussion
 - B. Motions
 - C. Roll Call Votes
 - D. Number of Votes Required
 - E. Reconsideration of Items
 - F. Public Hearing
 - G. Absence of Council Member
 - H. Staff Attendance
 - I. Appointment of Council Committees
 - J. Advisory Non-Voting Representative/Liaison
 - K. Meeting Decorum/Maintaining Order
6. Minutes
7. Committees
 - A. Council Member Committees
 - B. Citizen Committees
 - C. Council Member/Citizen Committees

The latest revision of Roberts Rules of Order is incorporated into these rules and shall govern all matters not specifically addressed in these rules. These rules, except those required by law or charter, may be temporarily suspended for consideration of a particular subject by two-thirds (2/3) vote of the Council members present.

REFERENCES: Lawton City Charter

EFFECTIVE DATE: ~~December 10, 2024~~ October 28, 2025

**RESPONSIBLE
DEPARTMENT:** City Attorney

STANLEY BOOKER, Mayor

COUNCIL RULES OF PROCEDURE

**COUNCIL POLICY 1-6
RULES OF PROCEDURE
LAWTON CITY COUNCIL**

1. TIME OF MEETINGS

Regular meetings of the Council shall be held in the Council Chambers, Wayne Gilley Auditorium, on the second and fourth Tuesdays of each month beginning at 6:00 p.m., as of August 2024. Provided, however, that the Council may, by resolution, reschedule any of its regularly scheduled meetings. Special meetings of the Council shall be called in accordance with the provisions of the Charter. Meetings shall adjourn no later than 11:00 p.m.; except, upon majority vote of those members of the Council present, any meeting of the Council may be extended until midnight of the day of the meeting.

All meetings, regular and special, shall be open to the public, and no person shall be barred unless they are disorderly or refuses to obey the order of the presiding officer, who may order the Chief of Police or any attending police officer to eject any such person. There shall be at least one police officer present at each Council meeting. The Council may meet in executive session only as authorized by the City Charter and Oklahoma State Statute.

(Charter 2-7. Council-Meetings: The Council shall hold at least two (2) regular meetings every month, at such time as prescribed by ordinance or otherwise. The Mayor or any five (5) council members may call special meetings. All meetings of the Council shall be held and conducted as authorized by the Oklahoma Open Meeting Act. In determining the time of Council meetings, the Council shall consider the public convenience.)

2. AGENDA

A. Preparation of the Agenda.

An agenda for each meeting of the Council shall be prepared by the Mayor to ensure that City business is conducted in an efficient manner. No item shall be voted on without having been placed on the agenda, unless it meets the definition of "New Business" as defined by the Oklahoma Open Meeting Act, 25, O.S. 311 A(9), and which must be acted upon before the next regularly scheduled meeting and could not have been foreseen.

B. Agenda Items

- a. All agenda items shall be provided to the City Clerk in electronic format via ~~Legistar~~CivicPlus, with the exception of Council members who may submit their items to the City Clerk using alternative methods.
- b. Agenda items submitted to the City Clerk by a Department Director shall be launched in ~~Legistar~~CivicPlus the second Friday prior to the Council meeting at which the item is to be considered.
- c. Agenda items submitted to the City Clerk by the Mayor, a Councilmember, the City Manager or the City Attorney shall be submitted as provided above except that on matters that are of an urgent nature the City Clerk shall accept items from the Mayor, a Councilmember, the City Manager or the City Attorney through noon Tuesday, 7 days prior to the Council meeting at which the item is to be heard. Late items may be added at the sole discretion of the Mayor.
- d. Agenda items may only be submitted for placement on the agenda by the Mayor, a member of the Council, the City Manager, Deputy City Manager, City Attorney, Deputy City Attorney or Assistant City Attorney, City Clerk, Municipal Judge, or a Department Director/Deputy Director with the approval of the City Manager.

- e. Agenda items will include all available relevant data, background information, and a discussion of all reasonable options for the item being brought up while also being objective, factual, and free from any personal bias or opinions. In order to assist the Council in making the best decisions for the citizens of Lawton, the staff will make every effort to provide the most accurate and complete information available. The City Manager is responsible for reviewing all staff submitted agenda items before they are presented to the Council. If an agenda item does not meet the standards outlined in this policy, the City Manager will work with the staff member to revise and resubmit the item. Agenda items submitted by other individuals or organization shall not be accepted by the City Clerk.
- f. Agenda items that involve the discontinuance of a program or the cessation of city provided services must be placed on the agenda no later than ninety (90) days prior to the termination of the program or service.
- g. Agenda items that involve expenditures must specify the funding source. Additionally, within the item commentary the balance of the funding source must be stated, to include the remaining balance after the proposed expenditure. If the agenda item does not contain this information, it shall not be considered agenda ready. In instances of time sensitive matters, the City Manager may waive the balance requirement. The City Manager's authority to waive the balance requirement applies only to items submitted by City staff. The listing of the funding source shall not be waived. Finally, the agenda item should also state whether the planned expenditure was forecasted in the budget.
- ~~g. h.~~ -If the identified funding source on an agenda item is Capital Improvement Program (CIP) funds, the requesting department or individual must demonstrate that the proposed expenditure is expressly included within the scope and cost parameters of the project plan presented during the creation of the Resolution of Intent.-
 - a. An expenditure may be presented to the City Council for consideration if it falls outside the original scope or cost parameters due to unforeseen conditions that could not have been reasonably discovered during the planning phase, provided that the expenditure still falls within one of the project categories established by the Resolution of Intent and relates directly to a CIP project that was duly approved and presented to the public through the Resolution of Intent process or during promotion of the CIP.
 - i. Qualifying unforeseen conditions include, but are not limited to:
 - i. Hidden structural deficiencies or damage
 - ii. Previously undetected hazardous materials requiring remediation
 - iii. Undocumented utility conflicts or infrastructure issues
 - iv. Unforeseen site conditions revealed during construction
 - ii. For such exceptions, the requesting department must provide:
 - i. Documentation of the unforeseen condition and its direct relationship to the approved CIP project
 - ii. Explanation of why the condition could not have been reasonably discovered during project planning
 - iii. Revised cost estimate and impact on the overall project budget
 - iv. Recommendation for funding source (whether within existing CIP contingency, reallocation from other CIP funds, or alternative funding)
 - b. Expenditures not meeting the above criteria shall not be presented to the City Council for consideration, provided however, that in compelling circumstances, the City Manager may exercise discretion to authorize placement of an item on the Council agenda if doing so is determined to be in the best interest of the City and consistent with the resolution of intent and purpose of the Capital Improvement Program.

C. Order Of Business

The order of business shall be as follows:

- a. Call to Order
- b. Invocation, Pledge of Allegiance
- c. Roll Call
- d. Awards and Special Recognition
- e. Mayor/City Council Reports
 - Reports should be limited to matters of general interest to the entire Council.
 - Items included in this section cannot be voted on by Council, but guidance can be provided.

~~f. Audience Participation:~~

- ~~• Council shall not vote on items presented during this section of the meeting.~~
- ~~• The audience participation portion of each council meeting shall be for a maximum of thirty minutes.~~
- ~~• Each person speaking during the thirty minute period should have a maximum of three (3) minutes to state their business.~~
- ~~• Each subject should have a maximum of nine (9) minutes.~~
- ~~• To participate during audience participation, individuals must be residents of the City of Lawton and are required to fill out and submit the request to speak form. If no form is submitted, Council reserves the right to deny the request to speak.~~
- ~~• After such time as the individual or the discussion of a particular subject is completed, Council may give guidance on the item or Council may recommend to the individual or group as to what action they should take, i.e., refer situation to a particular department or person at the city offices.~~

g.f. Consent Agenda:

- Council shall act on all items in this section by a single motion and roll call vote, subject to questions, discussion, or the right of any member to remove any item for individual action.
- Items on the Consent Agenda shall include, but not be limited to consideration of the following:
 - Preliminary plans and authorization for preparation of final plans and specifications
 - Final plans and authorization for advertisement of bids
 - Acceptance of final plans and improvements
 - Easements, acceptance or dedication
 - Set dates for public hearings
 - Internal fund transfers requiring Excise Board approval and/or Supplemental Appropriates
 - Acceptance of annual audit reports
 - Annual lease agreements at city lakes
 - Acknowledge receipt of State Health Permits
 - Award bids and authorize contract execution
 - Reject bids and authorize re-advertisement
 - Mayor and Council appointments
 - Damage claims (approvals, denials)
 - Payroll claims

h.g. Unfinished Business

i.h. Business Items

- Items requiring individual action
- In setting the order of these items, the presiding officer shall give priority to:

- Public hearings
- Matters that may attract a large number of citizens or interested parties
- Matters submitted by members of Council
- Items which may require discussion or explanation
- Items where an ordinance is proposed for adoption
- Councilmembers will not exceed speaking for three (3) minutes for each time they are recognized by the presiding officer

i. Executive Session

j. Audience Participation:

- Council shall not vote on items presented during this section of the meeting.
- The audience participation portion of each council meeting shall be for a maximum of thirty minutes.
- Each person speaking during the thirty-minute period should have a maximum of three (3) minutes to state their business.
- Each subject should have a maximum of nine (9) minutes.
- To participate during audience participation, individuals must be residents of the City of Lawton and are required to fill out and submit the request to speak form. If no form is submitted, Council reserves the right to deny the request to speak.
- After such time as the individual or the discussion of a particular subject is completed, Council may give guidance on the item or Council may recommend to the individual or group as to what action they should take, i.e., refer situation to a particular department or person at the city offices.

k. Adjournment

(Charter, Sec. 2-2 a.... The Mayor ... shall prepare and propose agenda for Council meetings.)

3. PRESIDING OFFICER

The presiding officer for each meeting shall be the Mayor, or in their absence, the Mayor Pro Tern. If both the Mayor and Mayor Pro Tern are absent, the Council member most senior in service on the Council shall initially preside for the purpose of calling the meeting to order and electing a presiding officer who shall then preside over the remainder of the meeting.

(Charter, Sec. 2-2 a. The Mayor shall preside at meetings of the Council ... b The Mayor Pro Tern shall act as Mayor during the absence, disability, or suspension of the mayor)

4. QUORUM

A quorum authorized to conduct business shall consist of a majority of all members elected to and constituting the Council. Less than a quorum may adjourn from day to day.

(Charter, Sec. 2-11. A majority of all of the members of the Council shall constitute a quorum, but a smaller number may adjourn from day to day or from time to time)

5. CONDUCT OF MEETINGS

Request to speak forms shall be available for persons to indicate to the presiding officer their desire to address the Council. The presiding officer will announce that such request has been received. Council will

consider receiving public comment at that time.

A. Discussion

Discussion of agenda items shall be in the following order:

a. City Manager and/or City Staff: After the presiding officer calls the particular agenda item for consideration, the City Manager and/or staff shall present any matters in addition to the printed agenda commentary which may be pertinent to the item.

b. Public Participation: During public hearings, citizens and interested parties may address the Council subject to reasonable time limitations to expedite Council business. On all other matters, public participation shall be at the discretion of the Council.

Items regarding the appointment or reappointment of citizens to boards, commissions, and committees shall not be subject to removal for public discussion or comment. These items are administrative in nature and are not open to debate during the meeting, unless requested by a Council Member or the Mayor.

c. Council Members: After the staff and public have presented their views, the City Manager, presiding officer and Council shall proceed to discuss the merits of the issue; this portion of the discussion shall be limited to the City Manager, presiding officer and Council unless the presiding officer or Council determines additional information is needed from the staff or public at that time.

No member shall speak without recognition from the presiding officer.

Each person addressing the Council shall address remarks to the Council rather than to a specific member.

Discussion shall be limited to the matter presently before the Council. Speakers shall confine their remarks to the merits of the particular measure and avoid comments which would tend to embarrass other persons or attack their motives.

Questions may be submitted by a Council member to a speaker after their formal presentation. Questions may be submitted only through the presiding officer and shall be limited to the merits of the issue.

If Council directs staff to conduct additional research on a matter, then the affected staff member(s)/section will bring back their research within 60 days unless otherwise directed and every 30 days thereafter until the research is complete and/or Council is satisfied with staff's response.

B. Motions

After preliminary discussion of an agenda item, the presiding officer shall call the matter for determination by the Council.

a. Main Motion: Any Council member desiring to offer a motion shall request recognition from the presiding officer.

b. Seconding Motions: Any Council member desiring to second motions shall request recognition from the presiding officer.

c. Special Courtesy: Where a matter is of special concern to a particular Council member, they may, prior to the beginning of the meeting, advise the presiding officer of their desire to offer or second the motion on that particular agenda item. Absent conflicting requests, the presiding officer shall so

recognize the requesting member for the purpose of submitting the motion or second. In the event of conflicting requests, the presiding officer may recognize any one of the requesting Council members if they are unable to resolve the conflict among themselves.

d. Lack of Motion or Second: If no member offers a motion, the presiding officer shall again call for motions; if no motion is presented after the second calling, the presiding officer shall declare the item fails for lack of motion. Similarly, if no one seconds another member's motion, the presiding officer shall declare that the motion fails for lack of a second.

e. Debate of Motions: Upon a motion having been offered and seconded, the presiding officer shall state the motion and submit it for further debate by the Council if desired. Debate shall be limited to the merits of the agenda item and addressed to the presiding officer.

f. Amendments to Motions: A member may move to amend the motion, which shall require a second. An amendment must be germane to the main motion. To avoid confusion, a third amendment shall not be permitted; however, a member may, in the course of debate on the amendment, announce that if the amendment fails, he they intend to introduce another amendment and may briefly state the nature and content thereof.

g. Previous Question: A member may move the previous question (2/3 vote required-stops debate and order an immediate vote).

h. Reconsider: A member may move to reconsider the vote by which...was voted. (In order same day motion was made and mover must have voted with the majority; or, in order at next meeting if mover was absent at previous meeting and votes of absentees could affect outcome.)

i. Ordinances: A member may move to adopt an ordinance, waive reading of the ordinance, reading only the title, and declare an emergency if applicable.

(Charter, Sec. 2-13 Ordinance: Passage. Every proposed ordinance shall be read ...)

After allowing a reasonable but not unduly lengthy time for debate of the motion, the presiding officer shall put the question to a vote.

C. Roll Call Votes

The clerk shall call the roll of Council members present and record each vote or use an electronic voting system that displays the vote of each Council member publicly. Council members may vote "yes", "no", or "abstain". A Council member may not pass. The presiding officer will announce the vote, or they shall request the clerk to announce the vote. A Council member may change their vote only before the results of the vote are announced by the presiding officer. Amendments shall be voted on prior to the main motion, with secondary amendments voted on prior to primary amendments.

(Charter, Sec. 2-11. The vote on any question shall be by roll call and shall be entered in the journal. A councilmember may abstain from voting in which case the abstention shall constitute neither a negative nor affirmative vote. The passage of an ordinance or resolution shall require at least five (5) affirmative votes.)

D. Number of Votes Required

When an item requires five (5) or more affirmative votes for passage, and one or more members of the Council are absent from the meeting where the item is originally considered, if not approved, such item shall be continued or rescheduled for a vote thereon at the next meeting of the Council in the following instances:

- a. When the question requires five (5) affirmative votes and there are less than three (3) votes in opposition to the question;
- b. When the question requires six (6) affirmative votes and there are less than two (2) votes in opposition to the question.

(Charter, Sec. 2-2. When the Mayor is absent and the question before the Council requires five (5) affirmative votes for passage and the votes cast result in a tie of four (4) affirmative votes and four (4) negative votes, the matter will be continued or rescheduled for the next regular meeting of the Council when the Mayor will be in attendance.
Charter, 2-11 The passage of an ordinance or resolution shall require at least five (5) affirmative votes.)

E. Reconsideration of Items

An item previously decided by the Council may be placed on the agenda as a new item of business under the following circumstances:

- a. When the vote by the Council occurred at least six (6) months before the item again appears on the agenda.
- b. Annually, when Council members have been sworn into office and the item was voted on by the previous administration.
- c. When the vote(s) of absent Council member(s) could change the outcome of the matter previously voted on.
- d. If an agenda item is tabled indefinitely by Council. the initiator is required to come back with an update to the City Council within sixty (60) days and every thirty (30) days thereafter until the item is completed. The update will be placed on the agenda and discussed during a regular or special meeting.

F. Public Hearing

When the agenda item requires a public hearing, the presiding officer shall request staff comment, allow for questions by the council, open the public hearing for public comment, and close the public hearing. The presiding officer may call upon a member of the audience to participate during the public hearing if the individual has expertise or background information on the item.

G. Absence of Council Member

In the event that a Council member anticipates being absent from a special or regular meeting of the Council, said Council member may indicate how such member would have voted on an issue before the Council had the Council member not been absent from such meeting. In such event, a Council member who plans to miss a meeting of the Council or miss a roll call vote on an item before the Council could state, for the record, how the Council member would have voted had the Council member not missed the meeting or the roll call by giving their vote to the City Clerk before the meeting. After the results of the vote have been announced, the City Clerk will then read and enter into the record how such member would have voted had they not missed the meeting or the roll call. Provided, however, that the Council member's intended vote shall not count for the purpose of passage or non-passage of the issue before the Council for which the intended vote was entered into the record. The City Clerk shall enter into the official minutes of the Council the name of the absent Council member, the intended vote of the absent Council member, and that the intended vote was not considered in deciding the issue before the Council for which the intended vote was recorded.

H. Staff Attendance

The City Manager, City Clerk and City Attorney (or their deputy/assistants) shall attend all regular and special Council meetings. Attendance of other City personnel shall be required only when there are agenda items which affect their particular responsibility.

I. Appointment of Council Committees

On their own determination, or on a vote of Council, the Mayor may appoint a special committee of the Council to investigate and study a particular matter in depth and report its findings and recommendations to the Council. Each committee shall consist of a minimum of a chairman and two other members. If requested by the committee of the Council, the City Manager shall appoint a member of the City staff to serve in a non-voting capacity to assist the committee.

Meetings of committees are subject to compliance with the Open Meeting Law. The Committee's report shall be submitted to the Council for action.

J. Advisory Non-Voting Representative/Liaison

On motion and with approval of the majority of the entire Council, advisory non-voting representation may be extended to a representative/liaison of any government agency whose principal place of business and the conduct of its principal operations are located within the corporate limits of the City of Lawton, Oklahoma. The seating arrangement to accommodate the agency's representative/liaison to the Council shall be as determined by the Council.

The invited agency shall select its representative/liaison to attend meetings of the Council.

The agency's representative/liaison may ask to be recognized by the Mayor to participate in debate on matters of interest to the agency. The privilege does not in and of itself open the item to public discussion without the permission of the council as provided in Section 5.A.2 of these rules. The agency's representative/liaison shall not be entitled to vote on any matter before the Council nor shall the agency's representative/liaison attend or be present at any executive session of the Council.

The agency's representative/liaison will be provided an agenda packet for each Council meeting without charge. The representative/liaison may submit an agenda item for Council consideration to the Mayor or any Council member.

K. Meeting Decorum/Maintaining Order

- a. **Governing Body:** In furtherance of the stated purpose of this policy, all members of the governing body are expected to conduct themselves during Council meetings in a dignified and orderly manner. Threats, personal attacks, demeaning comments, negative comments about private business or financial matters, yelling and the like are strictly prohibited. In the event of such conduct/statements, the Mayor shall make reasonable attempts to regain control of the meeting. If the Mayor is unable to promptly do so, the meeting shall be recessed for a "cooling-off" period. After a short recess, the Mayor shall re-open the meeting and continue the conduct of business. If order in the meeting has not been restored after the "cooling-off" period, the meeting may be continued to another date and time certain upon motion and a vote of the Council. In no event will a member of the governing body be removed from the meeting area while the meeting is still in active session.
- b. **Seating in the Wayne Gilley Auditorium:** The front row of chairs in the Wayne Gilley Auditorium

is reserved for optional use by City of Lawton staff, credentialed members of the media, and guests invited by City staff for the purpose of presentations. While these individuals may choose to sit in other available seating, this reserved row is intended to provide convenient access for those who may need to participate directly in Council proceedings. All other attendees are asked to select seating beyond the front row to maintain this reserved arrangement. Additionally, individuals requiring special accommodations under the Americans with Disabilities Act (ADA) are encouraged to contact City staff in advance to ensure that appropriate seating and support are made available to meet their needs.

c. Audience: Audience participation is encouraged, but if the privilege is abused it may be forfeited in the future. Interaction between members of the governing body and the audience while a meeting is in session shall occur in accordance with the provisions of this policy, or if not addressed in this policy, in accordance with Roberts Rules of Order incorporated herein by reference. Any members of the audience making threats, engaging in personal attacks, making demeaning comments, yelling or otherwise disrupting the orderly conduct of the meeting shall be warned by the Mayor to cease and desist, or they will be removed from the meeting at the direction of the Mayor. Any audience member(s) who fails to cease and desist shall be removed. Non-verbal gestures by audience members such as shaking one's head, shrugging of the shoulders, thumbs down and the like will not be considered grounds for a warning or removal from the meeting. If any audience member is removed due to disruptive or abusive behavior, they forfeit the privilege of speaking during audience participation for a period of no less than six months. The presiding officer shall determine, at their discretion, the duration for which the offending individual's speaking privileges will be forfeited during audience participation.

d. Electronic Devices: Council members will not discuss public business with other council members or their constituents while on the dais. This includes electronic communication on all personal and city issued electronic devices.

e. Recording Devices & Associated Equipment: For safety and compliance with fire code regulations, citizens and members of the media are not permitted to set up equipment-supported recording devices in any of the aisles within the Wayne Gilley Auditorium. The use of recording devices and associated equipment is also prohibited in the immediate proximity of the dais to maintain a clear, safe pathway for all attendees. Citizens and members of the media are also prohibited from using recording devices and associated equipment on the stairs and balcony. Equipment-supported recording devices may only be used in designated areas of the Wayne Gilley Auditorium. These areas include the back of the auditorium and the east and west side sections at the back. Individuals needing sound amplification or other reasonable accommodations under the Americans with Disabilities Act (ADA) may request an exception to this policy. All requests must be submitted to the Communications and Marketing Department no less than three business days before the meeting for which the accommodations are needed. This arrangement ensures that recordings can be made without obstructing views or walkways for other attendees, while also providing support for those with specific accessibility needs. Individuals who set up equipment outside of these areas will be asked to relocate to an appropriate space. The City of Lawton's Communications & Marketing Team reserves the right to operate in areas closed to the general public if needed/required.

6. MINUTES

Minutes of each meeting of the Council shall be prepared by the Clerk and submitted at a subsequent Council meeting for approval. The minutes shall summarize the Council's deliberations and record the action of the Council on each item. The Clerk shall maintain a record of the approved minutes.

7. COMMITTEES

Committees may be created to study a particular issue or matter in depth and report their findings and recommendations to the City Council. The composition of the committee will be determined based on the nature of the subject matter being reviewed and may include Council members only, citizens only, or a combination thereof. If requested by the Council, the City Manager shall appoint a member(s) of the City staff to serve in a non-voting capacity to assist the committee. Each committee shall consist of a minimum of a chairman and two (2) other members.

A. Council Member Committees

By majority vote of the Council or on determination of the Mayor, a committee of Council members only may be formed. Members of these committees created by the Council will be nominated by the Council, and Mayoral committees will be nominated by the Mayor. All members of either committee will be approved by majority vote of the Council. All meetings of Council member committees will be preceded by public notice and conducted in compliance with the Open Meeting Act.

B. Citizen Committees

By majority vote of the Council or on determination of the Mayor, a committee of citizen members only may be formed. Each council member will by name appoint one citizen who is a bona fide resident of and registered voter in their ward. The Mayor will by name appoint one citizen who is a bona fide resident of the City and a registered voter in the City. Each citizen appointed must remain a resident of and registered voter in the ward from which they were appointed, or in the case of the Mayor's appointment the City, for the duration of their appointment. No alternate may be appointed unless an appointed citizen gives notice that he/she they will no longer be serving on the committee. In such case, an alternate will be appointed in the same manner and with the same qualifications as the original appointee. All meetings of citizen committees will be preceded by public notice and conducted in compliance with the Open Meeting Act if so, directed by the Council when the committee is formed.

Councilmembers shall not nominate or reappoint any individual to a board, commission, or committee if the appointment would cause that individual to serve more than nine (9) consecutive years in total on the same body. Service is considered consecutive unless the individual has been off that same body for at least one full term of three (3) years.

Councilmembers shall also not make a nomination for appointment or reappointment to any board, commission, or committee if the resulting term would extend beyond their own elected term of office. In those cases, the current board or committee member will continue to serve on an expired term until the newly elected official takes office and may then choose to either reappoint the current member or nominate a new individual.

C. Council Member/Citizen Committees

By majority vote of the Council or on determination of the Mayor, a committee of both one or more Council members and citizens of Lawton with specific qualifications to study a particular issue or matter may be formed. Members of these committees will be nominated by name by one or more Council members and approved by majority vote of the Council. Each citizen appointed must remain a bona fide resident of and registered voter in the City for the duration of their appointment. An alternate will be appointed if a) an appointed citizen gives notice that they will no longer be serving on the committee or b) the ordinance establishing the committee permits the appointment of alternates. In such case, appointment of an alternate

will be in the same manner and with the same qualifications as the original appointee. If more than one Council member is appointed to the committee, all meetings of the committee will be preceded by public notice and conducted in compliance with the Open Meeting Act.

Councilmembers shall not nominate or reappoint any individual to a board, commission, or committee if the appointment would cause that individual to serve more than nine (9) consecutive years in total on the same body. Service is considered consecutive unless the individual has been off that same body for at least one full term of three (3) years.

Councilmembers shall also not make a nomination for appointment or reappointment to any board, commission, or committee if the resulting term would extend beyond their own elected term of office. In those cases, the current board or committee member will continue to serve on an expired term until the newly elected official takes office and may then choose to either reappoint the current member or nominate a new individual.

(Charter, 2-6 The City Clerk shall ... serve as clerical officer of the Council. He shall keep the journal for its proceedings, ...)

(All amendments to this document should be coordinated with the City Clerk's Office, who maintains the original document on file.)

(CP 1-6 Amended, 10/28/25; CP 1-6 Amended, 12/10/24; CP 1-6 Amended, 03/28/2023; CP 1-6 Amended,12/13/2022;CP 1-6, Amended,10/11/2022; CP 1-6, Amended, 06/12/2018; CP 1-6, Amended, 04/10/2018; CP 1-6, Amended, 08/08/2006; CP 1-6, Amended, 05/11/2004; CP 1-6, Amended, 08/28/2001; CP 1-6, Amended, 02/23/1999; CP 1-6, Amended, 01/12/1999; CP 1-6, Amended, 11/10/1998; CP 1-6, Added, 05/13/1997)

Policy 1-6 COUNCIL RULES OF PROCEDURE

COUNCIL POLICY NO. 1-6

DISTRIBUTION: Mayor and City Council All Departments

SUBJECT: CITY COUNCIL RULES OF PROCEDURE

PURPOSE: To provide for orderly conduct of meetings of the Lawton City Council

BACKGROUND: Lawton City Charter, Section 2-11, provides that the City Council may determine its own rules. Rules are hereby established.

**POLICY/
PROCEDURE:** Council Policy determining rules of procedure is adopted as an exhibit and addresses the following issues:

1. Time of Meetings
2. Agenda
 - A. Preparation of Agenda
 - B. Agenda Items
 - C. Order of Business
3. Presiding Officer
4. Quorum
5. Conduct of Meetings
 - A. Discussion
 - B. Motions
 - C. Roll Call Votes
 - D. Number of Votes Required
 - E. Reconsideration of Items
 - F. Public Hearing
 - G. Absence of Council Member
 - H. Staff Attendance
 - I. Appointment of Council Committees
 - J. Advisory Non-Voting Representative/Liaison
 - K. Meeting Decorum/Maintaining Order
6. Minutes
7. Committees
 - A. Council Member Committees
 - B. Citizen Committees
 - C. Council Member/Citizen Committees

The latest revision of Roberts Rules of Order is incorporated into these rules and shall govern all matters not specifically addressed in these rules. These rules, except those required by law or charter, may be temporarily suspended for consideration of a particular subject by two-thirds (2/3) vote of the Council members present.

REFERENCES: Lawton City Charter

EFFECTIVE DATE: October 28, 2025

**RESPONSIBLE
DEPARTMENT:** City Attorney

STANLEY BOOKER, Mayor

COUNCIL RULES OF PROCEDURE

**COUNCIL POLICY 1-6
RULES OF PROCEDURE
LAWTON CITY COUNCIL**

1. TIME OF MEETINGS

Regular meetings of the Council shall be held in the Council Chambers, Wayne Gilley Auditorium, on the second and fourth Tuesdays of each month beginning at 6:00 p.m., as of August 2024. Provided, however, that the Council may, by resolution, reschedule any of its regularly scheduled meetings. Special meetings of the Council shall be called in accordance with the provisions of the Charter. Meetings shall adjourn no later than 11:00 p.m.; except, upon majority vote of those members of the Council present, any meeting of the Council may be extended until midnight of the day of the meeting.

All meetings, regular and special, shall be open to the public, and no person shall be barred unless they are disorderly or refuses to obey the order of the presiding officer, who may order the Chief of Police or any attending police officer to eject any such person. There shall be at least one police officer present at each Council meeting. The Council may meet in executive session only as authorized by the City Charter and Oklahoma State Statute.

(Charter 2-7. Council-Meetings: The Council shall hold at least two (2) regular meetings every month, at such time as prescribed by ordinance or otherwise. The Mayor or any five (5) council members may call special meetings. All meetings of the Council shall be held and conducted as authorized by the Oklahoma Open Meeting Act. In determining the time of Council meetings, the Council shall consider the public convenience.)

2. AGENDA

A. Preparation of the Agenda.

An agenda for each meeting of the Council shall be prepared by the Mayor to ensure that City business is conducted in an efficient manner. No item shall be voted on without having been placed on the agenda, unless it meets the definition of "New Business" as defined by the Oklahoma Open Meeting Act, 25, O.S. 311 A(9), and which must be acted upon before the next regularly scheduled meeting and could not have been foreseen.

B. Agenda Items

- a. All agenda items shall be provided to the City Clerk in electronic format via CivicPlus, with the exception of Council members who may submit their items to the City Clerk using alternative methods.
- b. Agenda items submitted to the City Clerk by a Department Director shall be launched in CivicPlus the second Friday prior to the Council meeting at which the item is to be considered.
- c. Agenda items submitted to the City Clerk by the Mayor, a Councilmember, the City Manager or the City Attorney shall be submitted as provided above except that on matters that are of an urgent nature the City Clerk shall accept items from the Mayor, a Councilmember, the City Manager or the City Attorney through noon Tuesday, 7 days prior to the Council meeting at which the item is to be heard. Late items may be added at the sole discretion of the Mayor.
- d. Agenda items may only be submitted for placement on the agenda by the Mayor, a member of the Council, the City Manager, Deputy City Manager, City Attorney, Deputy City Attorney or Assistant City Attorney, City Clerk, Municipal Judge, or a Department Director/Deputy Director with the approval of the City Manager.

- e. Agenda items will include all available relevant data, background information, and a discussion of all reasonable options for the item being brought up while also being objective, factual, and free from any personal bias or opinions. In order to assist the Council in making the best decisions for the citizens of Lawton, the staff will make every effort to provide the most accurate and complete information available. The City Manager is responsible for reviewing all staff submitted agenda items before they are presented to the Council. If an agenda item does not meet the standards outlined in this policy, the City Manager will work with the staff member to revise and resubmit the item. Agenda items submitted by other individuals or organization shall not be accepted by the City Clerk.
- f. Agenda items that involve the discontinuance of a program or the cessation of city provided services must be placed on the agenda no later than ninety (90) days prior to the termination of the program or service.
- g. Agenda items that involve expenditures must specify the funding source. Additionally, within the item commentary the balance of the funding source must be stated, to include the remaining balance after the proposed expenditure. If the agenda item does not contain this information, it shall not be considered agenda ready. In instances of time sensitive matters, the City Manager may waive the balance requirement. The City Manager's authority to waive the balance requirement applies only to items submitted by City staff. The listing of the funding source shall not be waived. Finally, the agenda item should also state whether the planned expenditure was forecasted in the budget.
 - a. If the identified funding source on an agenda item is Capital Improvement Program (CIP) funds, the requesting department or individual must demonstrate that the proposed expenditure is expressly included within the scope and cost parameters of the project plan presented during the creation of the Resolution of Intent. An expenditure may be presented to the City Council for consideration if it falls outside the original scope or cost parameters due to unforeseen conditions that could not have been reasonably discovered during the planning phase, provided that the expenditure still falls within one of the project categories established by the Resolution of Intent and relates directly to a CIP project that was duly approved and presented to the public through the Resolution of Intent process or during promotion of the CIP.
 - i. Qualifying unforeseen conditions include, but are not limited to:
 - i. Hidden structural deficiencies or damage
 - ii. Previously undetected hazardous materials requiring remediation
 - iii. Undocumented utility conflicts or infrastructure issues
 - iv. Unforeseen site conditions revealed during construction
 - ii. For such exceptions, the requesting department must provide:
 - i. Documentation of the unforeseen condition and its direct relationship to the approved CIP project
 - ii. Explanation of why the condition could not have been reasonably discovered during project planning
 - iii. Revised cost estimate and impact on the overall project budget
 - iv. Recommendation for funding source (whether within existing CIP contingency, reallocation from other CIP funds, or alternative funding)
 - b. Expenditures not meeting the above criteria shall not be presented to the City Council for consideration, provided however, that in compelling circumstances, the City Manager may exercise discretion to authorize placement of an item on the Council agenda if doing so is determined to be in the best interest of the City and consistent with the resolution of intent and purpose of the Capital Improvement Program.

C. Order Of Business

The order of business shall be as follows:

- a. Call to Order
- b. Invocation, Pledge of Allegiance
- c. Roll Call
- d. Awards and Special Recognition
- e. Mayor/City Council Reports
 - Reports should be limited to matters of general interest to the entire Council.
 - Items included in this section cannot be voted on by Council, but guidance can be provided.
- f. Consent Agenda:
 - Council shall act on all items in this section by a single motion and roll call vote, subject to questions, discussion, or the right of any member to remove any item for individual action.
 - Items on the Consent Agenda shall include, but not be limited to consideration of the following:
 - Preliminary plans and authorization for preparation of final plans and specifications
 - Final plans and authorization for advertisement of bids
 - Acceptance of final plats and improvements
 - Easements, acceptance or dedication
 - Set dates for public hearings
 - Internal fund transfers requiring Excise Board approval and/or Supplemental Appropriates
 - Acceptance of annual audit reports
 - Annual lease agreements at city lakes
 - Acknowledge receipt of State Health Permits
 - Award bids and authorize contract execution
 - Reject bids and authorize re-advertisement
 - Mayor and Council appointments
 - Damage claims (approvals, denials)
 - Payroll claims
- g. Unfinished Business
- h. Business Items
 - Items requiring individual action
 - In setting the order of these items, the presiding officer shall give priority to:
 - Public hearings
 - Matters that may attract a large number of citizens or interested parties
 - Matters submitted by members of Council
 - Items which may require discussion or explanation
 - Items where an ordinance is proposed for adoption
 - Councilmembers will not exceed speaking for three (3) minutes for each time they are recognized by the presiding officer
- i. Executive Session
- j. Audience Participation:
 - Council shall not vote on items presented during this section of the meeting.
 - The audience participation portion of each council meeting shall be for a

maximum of thirty minutes.

- Each person speaking during the thirty-minute period should have a maximum of three (3) minutes to state their business.
- Each subject should have a maximum of nine (9) minutes.
- To participate during audience participation, individuals must be residents of the City of Lawton and are required to fill out and submit the request to speak form. If no form is submitted, Council reserves the right to deny the request to speak.
- After such time as the individual or the discussion of a particular subject is completed, Council may give guidance on the item or Council may recommend to the individual or group as to what action they should take, i.e., refer situation to a particular department or person at the city offices.

k. Adjournment

(Charter, Sec. 2-2 a.... The Mayor ... shall prepare and propose agenda for Council meetings.)

3. PRESIDING OFFICER

The presiding officer for each meeting shall be the Mayor, or in their absence, the Mayor Pro Tern. If both the Mayor and Mayor Pro Tern are absent, the Council member most senior in service on the Council shall initially preside for the purpose of calling the meeting to order and electing a presiding officer who shall then preside over the remainder of the meeting.

(Charter, Sec. 2-2 a. The Mayor shall preside at meetings of the Council ... b The Mayor Pro Tern shall act as Mayor during the absence, disability, or suspension of the mayor)

4. QUORUM

A quorum authorized to conduct business shall consist of a majority of all members elected to and constituting the Council. Less than a quorum may adjourn from day to day.

(Charter, Sec. 2-11. A majority of all of the members of the Council shall constitute a quorum, but a smaller number may adjourn from day to day or from time to time)

5. CONDUCT OF MEETINGS

Request to speak forms shall be available for persons to indicate to the presiding officer their desire to address the Council. The presiding officer will announce that such request has been received. Council will consider receiving public comment at that time.

A. Discussion

Discussion of agenda items shall be in the following order:

- a. City Manager and/or City Staff: After the presiding officer calls the particular agenda item for consideration, the City Manager and/or staff shall present any matters in addition to the printed agenda commentary which may be pertinent to the item.
- b. Public Participation: During public hearings, citizens and interested parties may address the Council subject to reasonable time limitations to expedite Council business. On all other matters, public participation shall be at the discretion of the Council.

Items regarding the appointment or reappointment of citizens to boards, commissions, and committees shall not be subject to removal for public discussion or comment. These items are administrative in nature and are not open to debate during the meeting, unless requested by a Council Member or the Mayor.

c. Council Members: After the staff and public have presented their views, the City Manager, presiding officer and Council shall proceed to discuss the merits of the issue; this portion of the discussion shall be limited to the City Manager, presiding officer and Council unless the presiding officer or Council determines additional information is needed from the staff or public at that time.

No member shall speak without recognition from the presiding officer.

Each person addressing the Council shall address remarks to the Council rather than to a specific member.

Discussion shall be limited to the matter presently before the Council. Speakers shall confine their remarks to the merits of the particular measure and avoid comments which would tend to embarrass other persons or attack their motives.

Questions may be submitted by a Council member to a speaker after their formal presentation. Questions may be submitted only through the presiding officer and shall be limited to the merits of the issue.

If Council directs staff to conduct additional research on a matter, then the affected staff member(s)/section will bring back their research within 60 days unless otherwise directed and every 30 days thereafter until the research is complete and/or Council is satisfied with staff's response.

B. Motions

After preliminary discussion of an agenda item, the presiding officer shall call the matter for determination by the Council.

a. Main Motion: Any Council member desiring to offer a motion shall request recognition from the presiding officer.

b. Seconding Motions: Any Council member desiring to second motions shall request recognition from the presiding officer.

c. Special Courtesy: Where a matter is of special concern to a particular Council member, they may, prior to the beginning of the meeting, advise the presiding officer of their desire to offer or second the motion on that particular agenda item. Absent conflicting requests, the presiding officer shall so recognize the requesting member for the purpose of submitting the motion or second. In the event of conflicting requests, the presiding officer may recognize any one of the requesting Council members if they are unable to resolve the conflict among themselves.

d. Lack of Motion or Second: If no member offers a motion, the presiding officer shall again call for motions; if no motion is presented after the second calling, the presiding officer shall declare the item fails for lack of motion. Similarly, if no one seconds another member's motion, the presiding officer shall declare that the motion fails for lack of a second.

e. Debate of Motions: Upon a motion having been offered and seconded, the presiding officer shall state the motion and submit it for further debate by the Council if desired. Debate shall be limited to the merits of the agenda item and addressed to the presiding officer.

f. Amendments to Motions: A member may move to amend the motion, which shall require a

second. An amendment must be germane to the main motion. To avoid confusion, a third amendment shall not be permitted; however, a member may, in the course of debate on the amendment, announce that if the amendment fails, he they intend to introduce another amendment and may briefly state the nature and content thereof.

g. Previous Question: A member may move the previous question (2/3 vote required-stops debate and order an immediate vote).

h. Reconsider: A member may move to reconsider the vote by which...was voted. (In order same day motion was made and mover must have voted with the majority; or, in order at next meeting if mover was absent at previous meeting and votes of absentees could affect outcome.)

i. Ordinances: A member may move to adopt an ordinance, waive reading of the ordinance, reading only the title, and declare an emergency if applicable.

(Charter, Sec. 2-13 Ordinance: Passage. Every proposed ordinance shall be read ...)

After allowing a reasonable but not unduly lengthy time for debate of the motion, the presiding officer shall put the question to a vote.

C. Roll Call Votes

The clerk shall call the roll of Council members present and record each vote or use an electronic voting system that displays the vote of each Council member publicly. Council members may vote "yes", "no", or "abstain". A Council member may not pass. The presiding officer will announce the vote, or they shall request the clerk to announce the vote. A Council member may change their vote only before the results of the vote are announced by the presiding officer. Amendments shall be voted on prior to the main motion, with secondary amendments voted on prior to primary amendments.

(Charter, Sec. 2-11. The vote on any question shall be by roll call and shall be entered in the journal. A councilmember may abstain from voting in which case the abstention shall constitute neither a negative nor affirmative vote. The passage of an ordinance or resolution shall require at least five (5) affirmative votes.)

D. Number of Votes Required

When an item requires five (5) or more affirmative votes for passage, and one or more members of the Council are absent from the meeting where the item is originally considered, if not approved, such item shall be continued or rescheduled for a vote thereon at the next meeting of the Council in the following instances:

- a. When the question requires five (5) affirmative votes and there are less than three (3) votes in opposition to the question;
- b. When the question requires six (6) affirmative votes and there are less than two (2) votes in opposition to the question.

(Charter, Sec. 2-2. When the Mayor is absent and the question before the Council requires five (5) affirmative votes for passage and the votes cast result in a tie of four (4) affirmative votes and four (4) negative votes, the matter will be continued or rescheduled for the next regular meeting of the Council when the Mayor will be in attendance.

Charter, 2-11 The passage of an ordinance or resolution shall require at least five (5) affirmative votes.)

E. Reconsideration of Items

An item previously decided by the Council may be placed on the agenda as a new item of business under the following circumstances:

- a. When the vote by the Council occurred at least six (6) months before the item again appears on the agenda.
- b. Annually, when Council members have been sworn into office and the item was voted on by the previous administration.
- c. When the vote(s) of absent Council member(s) could change the outcome of the matter previously voted on.
- d. If an agenda item is tabled indefinitely by Council, the initiator is required to come back with an update to the City Council within sixty (60) days and every thirty (30) days thereafter until the item is completed. The update will be placed on the agenda and discussed during a regular or special meeting.

F. Public Hearing

When the agenda item requires a public hearing, the presiding officer shall request staff comment, allow for questions by the council, open the public hearing for public comment, and close the public hearing. The presiding officer may call upon a member of the audience to participate during the public hearing if the individual has expertise or background information on the item.

G. Absence of Council Member

In the event that a Council member anticipates being absent from a special or regular meeting of the Council, said Council member may indicate how such member would have voted on an issue before the Council had the Council member not been absent from such meeting. In such event, a Council member who plans to miss a meeting of the Council or miss a roll call vote on an item before the Council could state, for the record, how the Council member would have voted had the Council member not missed the meeting or the roll call by giving their vote to the City Clerk before the meeting. After the results of the vote have been announced, the City Clerk will then read and enter into the record how such member would have voted had they not missed the meeting or the roll call. Provided, however, that the Council member's intended vote shall not count for the purpose of passage or non-passage of the issue before the Council for which the intended vote was entered into the record. The City Clerk shall enter into the official minutes of the Council the name of the absent Council member, the intended vote of the absent Council member, and that the intended vote was not considered in deciding the issue before the Council for which the intended vote was recorded.

H. Staff Attendance

The City Manager, City Clerk and City Attorney (or their deputy/assistants) shall attend all regular and special Council meetings. Attendance of other City personnel shall be required only when there are agenda items which affect their particular responsibility.

I. Appointment of Council Committees

On their own determination, or on a vote of Council, the Mayor may appoint a special committee of the Council to investigate and study a particular matter in depth and report its findings and recommendations to the Council. Each committee shall consist of a minimum of a chairman and two other members. If requested by the committee of the Council, the City Manager shall appoint a member of the City staff to serve in a non-voting capacity to assist the committee.

Meetings of committees are subject to compliance with the Open Meeting Law. The Committee's report shall be submitted to the Council for action.

J. Advisory Non-Voting Representative/Liaison

On motion and with approval of the majority of the entire Council, advisory non- voting representation may be extended to a representative/liaison of any government agency whose principal place of business and the conduct of its principal operations are located within the corporate limits of the City of Lawton, Oklahoma. The seating arrangement to accommodate the agency's representative/liaison to the Council shall be as determined by the Council.

The invited agency shall select its representative/liaison to attend meetings of the Council.

The agency's representative/liaison may ask to be recognized by the Mayor to participate in debate on matters of interest to the agency. The privilege does not in and of itself open the item to public discussion without the permission of the council as provided in Section 5.A.2 of these rules. The agency's representative/liaison shall not be entitled to vote on any matter before the Council nor shall the agency's representative/liaison attend or be present at any executive session of the Council.

The agency's representative/liaison will be provided an agenda packet for each Council meeting without charge. The representative/liaison may submit an agenda item for Council consideration to the Mayor or any Council member.

K. Meeting Decorum/Maintaining Order

- a. **Governing Body:** In furtherance of the stated purpose of this policy, all members of the governing body are expected to conduct themselves during Council meetings in a dignified and orderly manner. Threats, personal attacks, demeaning comments, negative comments about private business or financial matters, yelling and the like are strictly prohibited. In the event of such conduct/statements, the Mayor shall make reasonable attempts to regain control of the meeting. If the Mayor is unable to promptly do so, the meeting shall be recessed for a "cooling-off" period. After a short recess, the Mayor shall re- open the meeting and continue the conduct of business. If order in the meeting has not been restored after the "cooling-off" period, the meeting may be continued to another date and time certain upon motion and a vote of the Council. In no event will a member of the governing body be removed from the meeting area while the meeting is still in active session.
- b. **Seating in the Wayne Gilley Auditorium:** The front row of chairs in the Wayne Gilley Auditorium is reserved for optional use by City of Lawton staff, credentialed members of the media, and guests invited by City staff for the purpose of presentations. While these individuals may choose to sit in other available seating, this reserved row is intended to provide convenient access for those who may need to participate directly in Council proceedings. All other attendees are asked to select seating beyond the front row to maintain this reserved arrangement. Additionally, individuals requiring special accommodations under the Americans with Disabilities Act (ADA) are encouraged to contact City staff in advance to ensure that appropriate seating and support are made available to meet their needs.
- c. **Audience:** Audience participation is encouraged, but if the privilege is abused it may be forfeited in the future. Interaction between members of the governing body and the audience while a meeting is in session shall occur in accordance with the provisions of this policy, or if not addressed in this policy, in accordance with Roberts Rules of Order incorporated herein by reference. Any members of the audience making threats, engaging in personal attacks, making demeaning comments, yelling or otherwise disrupting the orderly conduct of the meeting shall be warned by the Mayor to cease and desist, or they will be removed

from the meeting at the direction of the Mayor. Any audience member(s) who fails to cease and desist shall be removed. Non-verbal gestures by audience members such as shaking one's head, shrugging of the shoulders, thumbs down and the like will not be considered grounds for a warning or removal from the meeting. If any audience member is removed due to disruptive or abusive behavior, they forfeit the privilege of speaking during audience participation for a period of no less than six months. The presiding officer shall determine, at their discretion, the duration for which the offending individual's speaking privileges will be forfeited during audience participation.

d. Electronic Devices: Council members will not discuss public business with other council members or their constituents while on the dais. This includes electronic communication on all personal and city issued electronic devices.

e. Recording Devices & Associated Equipment: For safety and compliance with fire code regulations, citizens and members of the media are not permitted to set up equipment-supported recording devices in any of the aisles within the Wayne Gilley Auditorium. The use of recording devices and associated equipment is also prohibited in the immediate proximity of the dais to maintain a clear, safe pathway for all attendees. Citizens and members of the media are also prohibited from using recording devices and associated equipment on the stairs and balcony. Equipment-supported recording devices may only be used in designated areas of the Wayne Gilley Auditorium. These areas include the back of the auditorium and the east and west side sections at the back. Individuals needing sound amplification or other reasonable accommodations under the Americans with Disabilities Act (ADA) may request an exception to this policy. All requests must be submitted to the Communications and Marketing Department no less than three business days before the meeting for which the accommodations are needed. This arrangement ensures that recordings can be made without obstructing views or walkways for other attendees, while also providing support for those with specific accessibility needs. Individuals who set up equipment outside of these areas will be asked to relocate to an appropriate space. The City of Lawton's Communications & Marketing Team reserves the right to operate in areas closed to the general public if needed/required.

6. MINUTES

Minutes of each meeting of the Council shall be prepared by the Clerk and submitted at a subsequent Council meeting for approval. The minutes shall summarize the Council's deliberations and record the action of the Council on each item. The Clerk shall maintain a record of the approved minutes.

7. COMMITTEES

Committees may be created to study a particular issue or matter in depth and report their findings and recommendations to the City Council. The composition of the committee will be determined based on the nature of the subject matter being reviewed and may include Council members only, citizens only, or a combination thereof. If requested by the Council, the City Manager shall appoint a member(s) of the City staff to serve in a non-voting capacity to assist the committee. Each committee shall consist of a minimum of a chairman and two (2) other members.

A. Council Member Committees

By majority vote of the Council or on determination of the Mayor, a committee of Council members only may be formed. Members of these committees created by the Council will be nominated by the Council, and Mayoral committees will be nominated by the Mayor. All members of either committee will be approved by majority vote of the Council. All meetings of Council member committees will be preceded by public notice

and conducted in compliance with the Open Meeting Act.

B. Citizen Committees

By majority vote of the Council or on determination of the Mayor, a committee of citizen members only may be formed. Each council member will by name appoint one citizen who is a bona fide resident of and registered voter in their ward. The Mayor will by name appoint one citizen who is a bona fide resident of the City and a registered voter in the City. Each citizen appointed must remain a resident of and registered voter in the ward from which they were appointed, or in the case of the Mayor's appointment the City, for the duration of their appointment. No alternate may be appointed unless an appointed citizen gives notice that he/she they will no longer be serving on the committee. In such case, an alternate will be appointed in the same manner and with the same qualifications as the original appointee. All meetings of citizen committees will be preceded by public notice and conducted in compliance with the Open Meeting Act if so, directed by the Council when the committee is formed.

Councilmembers shall not nominate or reappoint any individual to a board, commission, or committee if the appointment would cause that individual to serve more than nine (9) consecutive years in total on the same body. Service is considered consecutive unless the individual has been off that same body for at least one full term of three (3) years.

Councilmembers shall also not make a nomination for appointment or reappointment to any board, commission, or committee if the resulting term would extend beyond their own elected term of office. In those cases, the current board or committee member will continue to serve on an expired term until the newly elected official takes office and may then choose to either reappoint the current member or nominate a new individual.

C. Council Member/Citizen Committees

By majority vote of the Council or on determination of the Mayor, a committee of both one or more Council members and citizens of Lawton with specific qualifications to study a particular issue or matter may be formed. Members of these committees will be nominated by name by one or more Council members and approved by majority vote of the Council. Each citizen appointed must remain a bona fide resident of and registered voter in the City for the duration of their appointment. An alternate will be appointed if a) an appointed citizen gives notice that they will no longer be serving on the committee or b) the ordinance establishing the committee permits the appointment of alternates. In such case, appointment of an alternate will be in the same manner and with the same qualifications as the original appointee. If more than one Council member is appointed to the committee, all meetings of the committee will be preceded by public notice and conducted in compliance with the Open Meeting Act.

Councilmembers shall not nominate or reappoint any individual to a board, commission, or committee if the appointment would cause that individual to serve more than nine (9) consecutive years in total on the same body. Service is considered consecutive unless the individual has been off that same body for at least one full term of three (3) years.

Councilmembers shall also not make a nomination for appointment or reappointment to any board, commission, or committee if the resulting term would extend beyond their own elected term of office. In those cases, the current board or committee member will continue to serve on an expired term until the newly elected official takes office and may then choose to either reappoint the current member or nominate a new individual.

(Charter, 2-6 The City Clerk shall ... serve as clerical officer of the Council. He shall keep the journal for its proceedings, ...)

(All amendments to this document should be coordinated with the City Clerk's Office, who maintains the original document on file.)

(CP 1-6 Amended, 10/28/25; CP 1-6 Amended, 12/10/24; CP 1-6 Amended, 03/28/2023; CP 1-6 Amended,12/13/2022;CP 1-6, Amended,10/11/2022; CP 1-6, Amended, 06/12/2018; CP 1-6, Amended, 04/10/2018; CP 1-6, Amended, 08/08/2006; CP 1-6, Amended, 05/11/2004; CP 1-6, Amended, 08/28/2001; CP 1-6, Amended, 02/23/1999; CP 1-6, Amended, 01/12/1999; CP 1-6, Amended, 11/10/1998; CP 1-6, Added, 05/13/1997)

Item Title:

Contingent upon approval of a budget amendment, approve a resolution authorizing the Communications Department to apply for a grant through the Oklahoma 9-1-1 Management Authority, with the intent of receiving 100% reimbursement for eligible expenses.

Initiator: Judy Franco, IT Director

Information Source: Judy Franco, IT Director

Background:

The Oklahoma 911 Management Authority has a grant fund that will allow 911 centers in the State of Oklahoma to remediate 911 map data to meet the State of Oklahoma NG911 Addressing standards. The city will pay for the upfront cost of \$87,340.00 from the Cellular Fee Fund to be reimbursed by the Oklahoma 911 Management Authority grant.

Correlation to the True North Statement:

The Oklahoma 9-1-1 Management Authority's grant program offers the City a strategic opportunity to improve the accuracy and compliance of its 9-1-1 map data in alignment with the State's NG9-1-1 Addressing Standards. By allocating \$87,340 from the 9-1-1 fund as an upfront investment—pending full reimbursement—the City reaffirms its commitment to delivering services with efficiency and urgency.

Exhibit:

Proposal for Services from DATAMARK; Resolution No. 25-_____

Key Issues:**Funding Source:**

Cellular Fee Fund: Cost = \$87,340.00

Recommended Action:

Approve a resolution authorizing the Communications Department to apply for the grant funding.

ATTACHMENTS:

1. SOW_Comanche Co_NG911_DataMark
2. NG911_GRANT_RESOLUTION_2025-1299

October 10, 2025

Judy Franco, GIS Manager
Comanche County, Oklahoma
4500 SW Lee Blvd., Lawton, OK 73505

RE: Proposal for NG9-1-1 GIS Data Remediation and GIS Managed Services

Dear Ms. Franco,

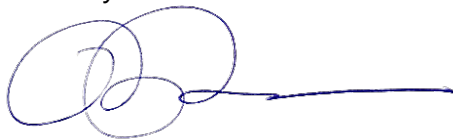
The DATAMARK® team of Michael Baker International, Inc. is pleased to submit this proposal for services to remediate Comanche County's GIS data to meet Oklahoma's NG9-1-1 GIS standards and GIS managed services for ongoing maintenance, validation, and submission to the state NG9-1-1 GIS repository. We are committed to Comanche County's success and leveraging industry leading experience to deliver GIS solutions to local, state, and federal government agencies.

Our team comprises the largest technical services organization in the nation supporting public safety. GIS and public safety subject matter experts offer verifiable experience managing GIS for NG9-1-1 and 9-1-1 at national, state, and local levels, focused on GIS data normalization and NENA standards development.

DATAMARK's proposed services are provided through our statewide contract with Oklahoma through OMES, as described in the Scope of Work exhibit below.

We look forward to exceeding Comanche County's expectations through our expertise, innovation, and collaborative engagement to solve complex geospatial challenges.

Sincerely,



Rich Riemann
Business Development Manager
rich.riemann@mbakerintl.com | 636-485-6317

Proposal Summary

This proposal, including Scope of Work and Pricing, is a firm offer valid for 60 days after submission to Comanche County. Terms and conditions for DATAMARK’s Professional Services are provided in their respective Scope of Work exhibit.

Scope of Work

DATAMARK’s Scope of Work includes the following professional services. Implementation of the proposed professional services follows the comprehensive Project Management Methodology provided after the Scope of Work exhibit.

Professional Services

- GIS Data Remediation to Meet Oklahoma NG9-1-1 GIS Standards with MSAG and ALI Analysis
- GIS Managed Services (Two Years): Data Updates, Validation, Submission to Statewide Database

Pricing

The table below shows the total pricing for the professional services included in Exhibit A. Line-item pricing for each of DATAMARK’s Professional Services is provided in their respective Scope of Work exhibit.

Scope of Work Exhibit	Price
Exhibit A: Scope of Work for Professional Services	\$87,340
GRAND TOTAL	\$87,340

EXHIBIT A: SCOPE OF WORK FOR PROFESSIONAL SERVICES

This Scope of Work is attached to and made part of the Oklahoma Statewide Contract #5931 (SW1177), by and through OMES, with DATAMARK, the public safety division of Michael Baker International, Inc.

DATAMARK's Scope of Work includes the following Professional Services:

- GIS Data Remediation to Meet Oklahoma NG9-1-1 GIS Standards with MSAG and ALI Analysis
- GIS Managed Services (Two Years): Data Updates, Validation, Submission to Statewide Database

A-1: Professional Services Pricing

DATAMARK will invoice Comanche County on a monthly basis for services as they are rendered, following execution of an agreement for services, not to exceed the total fixed price shown below.

Professional Service	Price
GIS Data Remediation Oklahoma NG9-1-1 GIS Standards with MSAG and ALI Analysis	\$56,200
GIS Managed Services Data Updates, Validation, Submission to Statewide Database Two Years	\$31,140
EXHIBIT A TOTAL	\$87,340

Detailed descriptions of these services begin on the following page.

A-2: Professional Services Descriptions

Project Assumptions

The following project assumptions are based on recent discussions with Comanche County regarding the lack of existing street information and address point values in its current GIS environment that are required to remediate and manage GIS datasets to support NG9-1-1 call routing and location.

Current Maintenance and Integration of Comanche County GIS Data

DATAMARK understands that Fort Sill currently maintains their portion of Comanche County's GIS data. Prior to initiation of this project, Fort Sill staff will integrate the county's road centerlines and address points into the dataset to be remediated for NG9-1-1 compliance. This includes the addition of missing house number values and street attribute information.

Backlog of Missing Addresses

DATAMARK understands that Comanche County's GIS staff is incorporating its current backlog of missing address points into the GIS layers to be remediated, and that the GIS layers submitted for remediation will include the missing address points.

GIS Data Remediation to Meet Oklahoma NG9-1-1 GIS Standards

DATAMARK will assess Comanche County's NG9-1-1 GIS data and correct anomalies, errors, and discrepancies in each of Oklahoma's required NG9-1-1 GIS feature classes to maintain compliance with *The State of Oklahoma Geographic Information NG911 and Addressing Standard*.

Address Points

Road Centerlines

PSAP Boundaries

Emergency Service Boundaries (Fire, Law, EMS)

Emergency Service Zone (ESZ) Boundaries

Discrepancy Agency Boundaries

Remediation is performed by experienced GIS professionals who are focused on the overall accuracy, completeness, and quality of your data and have an expert understanding of how the Oklahoma NG9-1-1 GIS Toolkit is used to develop and maintain public safety GIS data.

Remediation of Existing NG9-1-1 GIS Layers

GIS Data Assessment, Analysis, and Inspection

DATAMARK uses a combination of automated validations and manual reviews to inspect Comanche County's GIS and 9-1-1 datasets for data health issues such as errors, discrepancies, and anomalies, and document them in a Data Field Mapping spreadsheet for correction.

This process compares existing data fields against the NENA NG9-1-1 GIS Data Model, the Oklahoma State Schema, and state-specific field requirements, and describes whether they meet all requirements, require update or correction, or need to be created within their respective layers.

The Data Field Mapping spreadsheet provides an initial view of the current state of the GIS dataset and outlines how DATAMARK will remediate data to improve NG9-1-1 GIS readiness.

Remediation of Road Centerlines, Address Points, and Boundary Feature Classes

DATAMARK will use the Oklahoma NG9-1-1 GIS Toolkit to run validations on Comanche County's NG9-1-1 GIS data to identify errors, discrepancies, and anomalies, then make corrections in the data to maintain conformance with Oklahoma's NG9-1-1 GIS standards.

Validations are based on the NENA NG9-1-1 GIS Data Model and include the results of individual error checks, QC checks, and validations run on each feature class. Remediation includes the required corrections to each feature class to resolve all issues identified in Oklahoma's required road centerline, address point, and boundary layers.

DATAMARK will review validation results with Comanche County to discuss and confirm authoritative decisions and direction for resolving errors, discrepancies, and anomalies identified in each feature class. Topology errors identified in the required boundary layers and their approved corrections will be discussed and documented.

Any required changes to the Discrepancy Agency and PSAP boundaries will be discussed beforehand with Comanche County and follow the communication pathway defined by the State, as the State actively maintains the authoritative Discrepancy Agency and PSAP boundary feature classes.

Once the errors, discrepancies, and anomalies identified in the GIS data have been corrected, DATAMARK will submit the standards-compliant remediated datasets into the Oklahoma State Repository on behalf of Comanche County, as described in the GIS Managed Services Tasks below.

Errors Requiring Additional Verification

DATAMARK will document remaining errors in the GIS data that require additional investigation or field verification to resolve. These errors will be marked with an 'N' for submission to the State and will be the responsibility of Comanche County to resolve. Common scenarios and guidance will be documented in the Client Verify Guide section of the Data Remediation Report, which is provided by DATAMARK during final data delivery.

Comparison of Remediated RCL and AP Data Against MSAG and ALI Records

Following remediation of the Road Centerline and Address Point layers, DATAMARK will perform a comparison of the final remediated GIS data against Comanche County's MSAG and ALI records to identify any potential discrepancies between these datasets.

This task identifies changes that are required in the Comanche County's GIS data or MSAG and ALI tables to improve synchronization between its remediated GIS and legacy 9-1-1 datasets. DATAMARK will provide a report that identifies issues in the GIS, MSAG or ALI records and includes the recommended corrections to be made by personnel who are authorized to edit MSAG and ALI datasets.

Final Data Delivery and Review

DATAMARK will deliver the remediated GIS datasets along with a Data Remediation Report that describes errors that were corrected, errors requiring further investigation or field verification, and errors identified during final validations which may require additional action to resolve.

Delivery of Final Remediated NG9-1-1 GIS Datasets

Final remediated NG9-1-1 GIS datasets will be provided to Comanche County as an Esri file geodatabase (.gdb) that complies with Oklahoma NG9-1-1 standards.

GIS Data Remediation Report

DATAMARK will provide Comanche County with a GIS Data Remediation Report to document conformance to Oklahoma's NG9-1-1 GIS data standards and describe the errors, discrepancies, and anomalies corrected in the NG9-1-1 GIS feature classes.

The Data Remediation Report includes totals of the errors identified prior to remediation along with totals for errors that were resolved or marked as 'N' for submission into the statewide data repository. Additional data specifics documented in the report will be reviewed with Comanche County.

Client Verify Guide

The Data Remediation Report includes a Client Verify Guide that describes anomalies and data scenarios marked 'N' for submission requiring additional research or field verification. This section of the report describes the scenario, the potential cause, and recommended steps to resolve it.

Data Maintenance Guide

The Data Remediation Report includes a Data Maintenance Guide written specifically to Comanche County's data to facilitate proper field maintenance and layer management to maintain compliance with Oklahoma NG9-1-1 GIS standards, following the completion of Data Remediation tasks.

Virtual Review of Remediated Datasets and Data Remediation Report

Following delivery of the final remediated datasets, DATAMARK will conduct a virtual meeting to review and discuss the Data Remediation Report along with the results of the remediation project. During this meeting, our team will review any anomalies remaining in the remediated GIS feature classes that require additional research, field verification, or correction after delivery to resolve.

Field verification and correction of anomalies in the final remediated NG9-1-1 feature classes shall be completed by Comanche County unless additional data services or field verification solutions have been contracted with DATAMARK.

NG9-1-1 GIS Data Remediation Tasks, Responsibilities, and Deliverables

Comanche County Tasks and Responsibilities

- Provide required GIS dataset(s) to DATAMARK
- Provide authoritative decisions for address point, road centerline, and boundary remediation tasks
- Review and accept final remediated GIS data layers

DATAMARK Deliverables

- Final remediated dataset with NG9-1-1 road centerline, address point, and boundary feature classes

- Data Field Mapping spreadsheet
- Final Data Remediation Report
- MSAG/ALI Discrepancy Report
- Successful submission of remediated NG9-1-1 feature classes into the Oklahoma State Repository

GIS Managed Services: NG9-1-1 GIS Data Update, Validation, and Submission

DATAMARK will provide Comanche County with GIS Managed Services for a period of **two years** at the fixed price shown in the pricing table to develop and maintain NG9-1-1 GIS data that meets Oklahoma's NG9-1-1 GIS standards and data requirements for local 9-1-1 applications.

GIS Managed Services provide a trusted partner to achieve long-term GIS objectives as well as resolve GIS data issues requiring immediate attention. Our team of experienced public safety GIS professionals serves local, regional, and state level GIS authorities that require additional personnel, resources, or support to develop and maintain standards-compliant GIS data for NG9-1-1 and 9-1-1 applications.

GIS Managed Services tasks performed for Comanche County by DATAMARK are described in detail below and include:

- Monthly NG9-1-1 GIS data updates
- Monthly validations of NG9-1-1 GIS layers using the Oklahoma NG9-1-1 GIS Toolkit
- Quarterly submissions of local NG9-1-1 GIS layers to the State of Oklahoma to maintain compliance with Oklahoma NG9-1-1 GIS standards and data requirements.

GIS Managed Services Tasks

GIS Managed Services Tasks to be performed for Comanche County are described below.

DATAMARK will confirm the GIS Managed Services tasks to achieve GIS data development and management needs with Comanche County during project kickoff, document the frequency of GIS Managed Services tasks to be performed in the project plan, and implement technology solutions that may be required to complete them.

GIS Managed Services tasks are performed by skilled GIS professionals located across the United States with experience developing GIS data used in public safety and government applications using purpose-built data solutions to validate, edit, provision, and aggregate NG9-1-1 GIS datasets.

All work is performed during regular business hours, and our project team will work with Comanche County to obtain GIS datasets, access GIS data environments, and onboard GIS datasets into our GIS data management solutions prior to beginning work on individual GIS managed services tasks.

GIS managed services commence upon execution of an agreement for services, expire at the end of the contract period, are not transferrable to a subsequent period, and are not transferrable to other clients.

Monthly Updates to Locally Managed NG9-1-1 GIS Data

Comanche County will provide DATAMARK with monthly and periodic updates to their authoritative GIS data. The following updates will be incorporated into Comanche County's GIS data:

- New Address Points
- Updated Address Points
- New Road Centerline Segments
- Updated Road Centerline Segments
- Updates to existing Boundaries (Discrepancy Agency, PSAP, Fire, Law, EMS, ESZ)

All added features will be incorporated and formatted to meet Oklahoma and NG9-1-1 data standards. Upon receipt, DATAMARK will maintain and improve Comanche County's GIS data within 30 days, or at least once per month.

Monthly Validations Using the Oklahoma NG9-1-1 GIS Toolkit

DATAMARK will perform monthly validation of updated authoritative GIS datasets using the Oklahoma NG9-1-1 GIS Toolkit (version 6.1 or the most current version supplied by the State) and resolve errors and notices produced.

DATAMARK will review any discrepancies with Comanche County to obtain authoritative decisions and direction for correction and remediation throughout the process on an as-needed basis.

Quarterly NG9-1-1 GIS Data Submission into Oklahoma Statewide Repository

DATAMARK will submit Comanche County's authoritative GIS layers to the Oklahoma State repository on a quarterly basis. Data will be submitted within approved format required by the State of Oklahoma.

GIS Data Managed Service Tasks, Responsibilities, and Deliverables

Comanche County Tasks and Responsibilities

- Review and approve GIS Managed Services tasks and task scheduling
- Provide DATAMARK staff with access to GIS data and GIS data environments, as required to complete GIS Managed Services tasks
- Provide input and authoritative decisions for the remediation of anomalies, discrepancies, and errors in local address point, road centerline, and boundary layer datasets
- Perform corrections, updates, or additions to GIS data where further investigation is needed, and resolve issues marked as 'N' for submission

DATAMARK Deliverables

- Document GIS managed services tasks and task scheduling in the project plan
- Perform GIS managed services tasks as defined including monthly GIS updates and quarterly submissions to the OK State repository
- Provide updated GIS data on a monthly basis following Comanche County's input and authoritative decisions made for the address point, road centerline, and boundary layers

EXHIBIT B: PROJECT MANAGEMENT METHODOLOGY

Michael Baker's project management methodology has been used for more than 80 years to effectively manage project plans, schedules, budgets, and contracting. DATAMARK will manage each phase of this project in close collaboration with Comanche County throughout the term of the contract for services.

Project Startup

Following execution of an agreement for services, DATAMARK will perform project startup tasks which include setting up budget management, developing the project plan, and scheduling a project kickoff meeting for project stakeholders.

DATAMARK uses Smartsheet, an end-to-end project management application, to manage project planning, scheduling, tasks, communications, and risk management. Smartsheet provides project team members and stakeholders with a web-based dashboard to track project and task status as well as review the schedule, communications plan, risk register, and change log through the life of the project.

Project Kickoff Meeting

DATAMARK will conduct a virtual project kickoff meeting to introduce project team members, define team member roles, and discuss the project's milestones, objectives, timeline, and approach. Topics discussed during the kickoff meeting will be documented in the project plan.

Project Management Plan

The Project Manager will create a Project Management Plan (PMP) to document project operations, budget, contracts, and quality, based on Comanche County's project specifications and the finalized scope of work.

The PMP includes the reporting schedule and communication processes established during kickoff along with a risk register to track risks and mitigation plans. Throughout the project, the PMP will be used to document and track:

- Project stakeholders and their project responsibilities
- Project approach and objectives
- Project communication processes
- Risk and decision management
- Project schedule, budget, and progress tracking
- Progress tracking of project milestones and deliverables

The PMP is updated by the Project Manager and updates are communicated to the project team and stakeholders through the life of the project. The most current version of the PMP can be viewed by the project team and stakeholders through the Smartsheet project portal.

Scope, Schedule, and Budget Tracking

DATAMARK's Project Manager will use Smartsheet to track the project's scope, schedule, and budget from startup through completion. The Project Manager will provide regular communication with the project team to maintain focus, manage workflow efficiency, and monitor progress toward task completion.

Project Status Reporting

The Project Manager will provide regular project status reports to the project team and stakeholders following a schedule developed during the project kickoff meeting. Project status reports include a Project Summary, Action Items, Work Completed, and a list of Issues and Risks. Project stakeholders will be provided access to Smartsheet's web portal to view project status in real time and review the most current project schedule, communications plan, risks, tasks, and project change log.

Project Invoicing

The Project Manager will deliver invoices to Comanche County on a monthly, quarterly, or annual basis, or by project milestone, as agreed to during contracting. Invoicing will adhere to all applicable terms and conditions outlined in the project's Services Statement of Work and/or SaaS Agreement.

Project Management Tasks, Responsibilities, and Deliverables

Comanche County Tasks and Responsibilities

- Participate in project kickoff meeting
- Review and approve the project plan, schedule, invoices, and other project documents

DATAMARK Deliverables

- Schedule and conduct the project kickoff meeting
- Schedule project status meetings and provide project status reports
- Deliver the PMP, schedule, and other project documents
- Deliver invoices to Comanche County

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 25-_____**

A RESOLUTION AUTHORIZING THE COMMUNICATIONS DEPARTMENT TO APPLY FOR A GRANT THROUGH THE STATE OF OKLAHOMA 9-1-1 MANAGEMENT AUTHORITY.

WHEREAS, the City of Lawton Communications Department takes Emergency 911 calls for the citizens of Comanche County Oklahoma; and

WHEREAS, the City of Lawton Communications Department wants to improve emergency dispatch and 911 service for the residents of Comanche County; and

WHEREAS, the City of Lawton Communications Department has determined that a 911 mapping update is needed to meet the requirements of the State of Oklahoma Geographic Information NG911 and Addressing Standard; and

WHEREAS, the City of Lawton Communications Department needs additional funding to implement the mapping data update; and

WHEREAS, the Oklahoma 911 Management Authority has grant funding available for the remediation of the 911 map data to be compliant with the State of Oklahoma Geographic Information NG911 and Addressing Standard; and

WHEREAS, the City of Lawton Communications Department Board has agreed to apply for grant funds through the Oklahoma 911 Management Authority for map remediation and updates; and

WHEREAS, the City of Lawton Communications Department agrees to pay for the full amount of the project up front which will be reimbursed 100% by the Oklahoma 911 Management Authority; the GIS grant has no local match required under the state guidelines.

NOW THEREFORE, BE IT RESOLVED by the City of Lawton Communications Department Board, that it affirms a commitment to the citizens of Comanche County, and through application to the State of Oklahoma 911 Management Authority, certifies that local funding is available to meet the requirements of the grant.

Adopted this 28th day of October, 2025 at a Regular Meeting of the City of Lawton Council Meeting.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 28th day of October, 2025.

TIMOTHY E. WILSON, INTERIM CITY ATTORNEY

Item Title:

Consider approving the Annual Meeting Notice for Calendar Year 2026.

Initiator: Donalynn Blazek-Scherler, City Clerk

Information Source: Donalynn Blazek-Scherler, City Clerk

Background:

Each year, the City of Lawton is required to establish and publish its schedule of regular meetings for the City Council and its boards, commissions, and committees in accordance with the Oklahoma Open Meeting Act. The annual meeting notice lists the dates, times, and locations of regular meetings for the upcoming calendar year and must be filed with the City Clerk's Office and posted for public access.

The City Council holds its regular meetings on the second and fourth Tuesday of each month, except for November and December, when meetings are held on the first and second Tuesday to accommodate the holiday schedule. Approval of this item authorizes the publication and filing of the 2026 Annual Meeting Notice.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

2026 Annual Meeting Notice- City Council

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the Annual Meeting Notice for Calendar Year 2026.

ATTACHMENTS:

1. 2026 CC ANNUAL MEETING NOTICE

ANNUAL MEETING NOTICE - 2026
NOTICE OF MEETING

LAWTON CITY COUNCIL
(Name of municipal public body)

DATE	TIME	PLACE OF MEETING
January 13, 2026	6:00PM	Lawton City Hall 212 SW 9 th Street Wayne Gilley Auditorium Lawton, OK 73501
January 27, 2026	“	“
February 10, 2026	“	“
February 24, 2026	“	“
March 10, 2026	“	“
March 24, 2026	“	“
April 14, 2026	“	“
April 28, 2026	“	“
May 12, 2026	“	“
May 26, 2026	“	“
June 9, 2026	“	“
June 23, 2026	“	“
July 14, 2026	“	“
July 28, 2026	“	“
August 11, 2026	“	“
August 25, 2026	“	“
September 8, 2026	“	“
September 22, 2026	“	“
October 13, 2026	“	“
October 27, 2026	“	“
November 4, 2026	“	“
November 10, 2026	“	“
December 1, 2026	“	“
December 8, 2026	“	“

To be completed by person filing notice:

Name: Stanley Booker
Title: Mayor
Address: 212 SW 9th Street
Phone: (580) 581-3301

Filed in the office of the municipal clerk at _____ a.m./p.m. on _____.

Signed: _____
City Clerk

Item Title:

Consider approving a resolution rescheduling the regularly scheduled council meetings in November and December 2025.

Initiator: Donalynn Blazek-Scherler, City Clerk

Information Source: Donalynn Blazek-Scherler, City Clerk

Background:

Section 2-1-1-102A of the Lawton City Code establishes that regular meetings of the City Council are held on the second and fourth Tuesday of each month at 6:00 p.m. The Code also allows the Council, by resolution, to reschedule any of its regularly scheduled meetings.

In compliance with the Oklahoma Open Meeting Act, the Annual Meeting Notice for 2025 was posted with the City Clerk's Office prior to December 15, 2024. That notice identified November 4, 2025, and December 2, 2025, as the regular meeting dates for those months to accommodate the holiday schedule.

To remain consistent with that notice, this resolution formally sets the regular Council meetings for November 4, 2025, and December 2, 2025, and cancels the regularly scheduled meetings on November 25, 2025, and December 23, 2025. Approval of this resolution formalizes the adjusted meeting dates for the 2025 calendar year.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Res 25-____; Reschedule Meeting Notices; 2025 Annual Meeting Notice

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve a resolution rescheduling the regularly scheduled council meetings in November and December 2025.

ATTACHMENTS:

1. Meeting Change Res 2025
2. City Council Annual Meeting Notice 2025
3. 11.04.25 Reschedule Meeting Notice
4. 12.02.25 Reschedule Meeting Notice

RESOLUTION NO. 25-__

A RESOLUTION RESCHEDULING THE REGULARLY SCHEDULED COUNCIL MEETINGS IN NOVEMBER AND DECEMBER 2025.

WHEREAS, Section 2-1-1-102A, Lawton City Code, 2015, provides that regular Council meetings of the City Council, of the City of Lawton, be held on the second and fourth Tuesdays of each month beginning at 6:00 p.m.; and further provides that the Council may, by resolution, reschedule any of its regularly scheduled meetings; and

WHEREAS, the City Council of the City of Lawton, Oklahoma, desires to reschedule its second meetings in November and December 2025.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lawton, Oklahoma, to set November 4, 2025 and December 2, 2025 as regular meetings for the months of November and December and cancel the regular meetings of November 25, 2025 and December 23, 2025.

ADOPTED and APPROVED by the Mayor and City Council of the City of Lawton this 28th day of October 2025.

Stanley Booker, Mayor

ATTEST:

Donalynn Blazek-Scherler, City Clerk

Approved as to form and legality this ____ day of October, 2025.

Timothy Wilson, Interim City Attorney

ANNUAL MEETING NOTICE - 2025
NOTICE OF MEETING

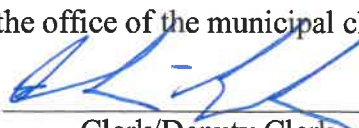
LAWTON CITY COUNCIL
(Name of municipal public body)

DATE	TIME	PLACE OF MEETING
January 14, 2025	6:00PM	Lawton City Hall 212 SW 9 th Street Wayne Gilley Auditorium Lawton, OK 73501
January 28, 2025	"	"
February 11, 2025	"	"
February 25, 2025	"	"
March 11, 2025	"	"
March 25, 2025	"	"
April 8, 2025	"	"
April 22, 2025	"	"
May 13, 2025	"	"
May 27, 2025	"	"
June 10, 2025	"	"
June 24, 2025	"	"
July 8, 2025	"	"
July 22, 2025	"	"
August 12, 2025	"	"
August 26, 2025	"	"
September 9, 2025	"	"
September 23, 2025	"	"
October 14, 2025	"	"
October 28, 2025	"	"
November 4, 2025	"	"
November 11, 2025	"	"
December 2, 2025	"	"
December 9, 2025	"	"

To be completed by person filing notice:

Name: Stanley Booker
Title: Mayor
Address: 212 SW 9th Street
Phone: (580) 581-3301

Filed in the office of the municipal clerk at 8:47 a.m./p.m. on 12/11/24.

Signed: 
Clerk/Deputy Clerk

NOTICE OF MEETING

CITY COUNCIL

RESCHEDULED REGULAR MEETING

Regular Meeting*	()	Rescheduled Regular Meeting***	(X)
Special Meeting**	()	Continued or Reconvened Meeting	()
Emergency Meeting	()		

DATE	TIME	PLACE OF MEETING
From: November 25, 2025	6:00PM	Lawton City Hall Wayne Gilley Auditorium 212 SW 9 th Street Lawton, OK 73501
To: November 4, 2025	6:00PM	Lawton City Hall Wayne Gilley Auditorium 212 SW 9 th Street Lawton, OK 73501

To be completed by person filing the notice:

Name: Stan Booker
Title: Mayor
Address: 212 SW 9th Street, Lawton, OK 73501
Phone: 580-581-3305

Filed in the office of the municipal clerk at 11:32 a.m. on 10/21/25.

Signed: *Donalynn Blazek-Scherler*
City Clerk

- * The notice and the agenda of the meeting are to be posted at the principal office of the public body (City Hall) or, if there is not principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays and holidays.
- ** The notice of the special meeting shall be given in writing, in person or by telephone at least 48 hours before the meeting. The notice and the agenda of the special meeting are to be posted at the principal office of the public body (City Hall) or, if there is no principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays and holidays.
- *** Notice of any change in the date, time or place of a rescheduled, regular meeting shall be given not less than 10 days prior to the implementation of such change.

NOTICE OF MEETING

CITY COUNCIL

RESCHEDULED REGULAR MEETING

Regular Meeting*	()	Rescheduled Regular Meeting***	(X)
Special Meeting**	()	Continued or Reconvened Meeting	()
Emergency Meeting	()		

DATE	TIME	PLACE OF MEETING
From: December 23, 2025	6:00PM	Lawton City Hall Wayne Gilley Auditorium 212 SW 9 th Street Lawton, OK 73501
To: December 2, 2025	6:00PM	Lawton City Hall Wayne Gilley Auditorium 212 SW 9 th Street Lawton, OK 73501

To be completed by person filing the notice:

Name: Stan Booker
Title: Mayor
Address: 212 SW 9th Street, Lawton, OK 73501
Phone: 580-581-3305

Filed in the office of the municipal clerk at 12:02 p.m. on 10/21/25.

Signed: *Donalynn Blazek-Scherler*
City Clerk

- * The notice and the agenda of the meeting are to be posted at the principal office of the public body (City Hall) or, if there is not principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays and holidays.
- ** The notice of the special meeting shall be given in writing, in person or by telephone at least 48 hours before the meeting. The notice and the agenda of the special meeting are to be posted at the principal office of the public body (City Hall) or, if there is no principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays and holidays.
- *** Notice of any change in the date, time or place of a rescheduled, regular meeting shall be given not less than 10 days prior to the implementation of such change.

Item Title:

Consider approving a resolution rescheduling the regularly scheduled council meetings in November and December 2026.

Initiator: Donalynn Blazek-Scherler, City Clerk

Information Source: Donalynn Blazek-Scherler, City Clerk

Background:

Section 2-1-1-102A of the Lawton City Code establishes that regular meetings of the City Council are held on the second and fourth Tuesday of each month at 6:00 p.m. The Code also allows the Council, by resolution, to reschedule any of its regularly scheduled meetings.

To accommodate the holiday schedule, the City Council customarily adjusts its meeting dates in November and December. This resolution sets the regular Council meetings for November 3, 2026, and December 1, 2026, and cancels the regularly scheduled meetings on November 24, 2026, and December 22, 2026. Approval of this resolution formalizes the adjusted meeting dates for the 2026 calendar year.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Res 25-____; Reschedule Meeting Notices

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve a resolution rescheduling the regularly scheduled council meetings in November and December 2026.

ATTACHMENTS:

1. Meeting Change Res 2026
2. 11.03.26 Reschedule Meeting Notice
3. 12.02.26 Reschedule Meeting Notice

RESOLUTION NO. 25-__

A RESOLUTION RESCHEDULING THE REGULARLY SCHEDULED COUNCIL MEETINGS IN NOVEMBER AND DECEMBER 2026.

WHEREAS, Section 2-1-1-102A, Lawton City Code, 2015, provides that regular Council meetings of the City Council, of the City of Lawton, be held on the second and fourth Tuesdays of each month beginning at 6:00 p.m.; and further provides that the Council may, by resolution, reschedule any of its regularly scheduled meetings; and

WHEREAS, the City Council of the City of Lawton, Oklahoma, desires to reschedule its second meetings in November and December 2026.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lawton, Oklahoma, to set November 3, 2026 and December 1, 2026 as regular meetings for the months of November and December and cancel the regular meetings of November 24, 2026 and December 22, 2026.

ADOPTED and APPROVED by the Mayor and City Council of the City of Lawton this 28th day of October 2025.

Stanley Booker, Mayor

ATTEST:

Donalynn Blazek-Scherler, City Clerk

Approved as to form and legality this ____ day of October, 2025.

Timothy Wilson, Interim City Attorney

NOTICE OF MEETING

CITY COUNCIL

RESCHEDULED REGULAR MEETING

Regular Meeting*	()	Rescheduled Regular Meeting***	(X)
Special Meeting**	()	Continued or Reconvened Meeting	()
Emergency Meeting	()		

DATE	TIME	PLACE OF MEETING
From: November 24, 2026	6:00PM	Lawton City Hall Wayne Gilley Auditorium 212 SW 9 th Street Lawton, OK 73501
To: November 3, 2026	6:00PM	Lawton City Hall Wayne Gilley Auditorium 212 SW 9 th Street Lawton, OK 73501

To be completed by person filing the notice:

Name: Stan Booker
Title: Mayor
Address: 212 SW 9th Street, Lawton, OK 73501
Phone: 580-581-3305

Filed in the office of the municipal clerk at ____ .m. on _____.

Signed: _____
City Clerk

- * The notice and the agenda of the meeting are to be posted at the principal office of the public body (City Hall) or, if there is not principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays and holidays.
- ** The notice of the special meeting shall be given in writing, in person or by telephone at least 48 hours before the meeting. The notice and the agenda of the special meeting are to be posted at the principal office of the public body (City Hall) or, if there is no principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays and holidays.
- *** Notice of any change in the date, time or place of a rescheduled, regular meeting shall be given not less than 10 days prior to the implementation of such change.

NOTICE OF MEETING

CITY COUNCIL

RESCHEDULED REGULAR MEETING

Regular Meeting*	()	Rescheduled Regular Meeting***	(X)
Special Meeting**	()	Continued or Reconvened Meeting	()
Emergency Meeting	()		

DATE	TIME	PLACE OF MEETING
From: December 23, 2026	6:00PM	Lawton City Hall Wayne Gilley Auditorium 212 SW 9 th Street Lawton, OK 73501
To: December 2, 2026	6:00PM	Lawton City Hall Wayne Gilley Auditorium 212 SW 9 th Street Lawton, OK 73501

To be completed by person filing the notice:

Name: Stan Booker
Title: Mayor
Address: 212 SW 9th Street, Lawton, OK 73501
Phone: 580-581-3305

Filed in the office of the municipal clerk at ____ .m. on _____.

Signed: _____
City Clerk

- * The notice and the agenda of the meeting are to be posted at the principal office of the public body (City Hall) or, if there is not principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays and holidays.
- ** The notice of the special meeting shall be given in writing, in person or by telephone at least 48 hours before the meeting. The notice and the agenda of the special meeting are to be posted at the principal office of the public body (City Hall) or, if there is no principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays and holidays.
- *** Notice of any change in the date, time or place of a rescheduled, regular meeting shall be given not less than 10 days prior to the implementation of such change.

Item Title:

Consider approving the claims list from October 11, 2025, through October 24, 2025.

Initiator: Kristin Huntley, Interim Director

Information Source: Kristin Huntley, Interim Director

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 lists

Recommended Action:

Approve the claims lists from October 11, 2025, through October 24, 2025.

ATTACHMENTS:

None

Item Title:

Consider approving the minutes of the October 14, 2025 Council meeting.

Initiator: Donalynn Blazek-Scherler, City Clerk

Information Source: Donalynn Blazek-Scherler, City Clerk

Background:

The minutes of the October 14, 2025 Council meeting have been drafted and are awaiting approval.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

10/14/25 draft minutes are on file in the City Clerk's Office

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the minutes.

ATTACHMENTS:

None

Item Title:

Consider approving proposed appointments to boards and commissions.

Initiator: Stan Booker, Mayor

Information Source: Julia Mantzke, Council Relations Liaison

Background:

It is recommended that the persons nominated as shown be approved for appointments to the following boards and commissions:

COUNCIL FEES COMMITTEE:

Lane Hooton-Mayoral Appointment
212 SW 9th St.
Lawton, OK 73507
Council Term

ENGINEERING SELECTION COUNCIL COMMITTEE:

Lane Hooton-Mayoral Appointment
212 SW 9th St.
Lawton, OK 73507
Council Term

PARKS & RECREATION COMMISSION:

Vince Cambron – Ward 5 Appointment
701 NW Columbia Avenue
Lawton, OK 73507
01/01/2028

Dennis Clippinger – Ward 6 Appointment
7513 NW Willow Creek Drive
Lawton, OK 73505
01/01/2028

Correlation to the True North Statement:

Transparency & Trust

Exhibit:

Proposed appointments

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the appointments to boards and commissions.

ATTACHMENTS:

1. Board Appointments- 10.28.2025-1



Office of the Mayor

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3305

October 28, 2025

COUNCIL FEES COMMITTEE:

Lane Hooton-Mayoral Appointment
212 SW 9th St.
Lawton, OK 73507
Council Term

ENGINEERING SELECTION COUNCIL COMMITTEE:

Lane Hooton-Mayoral Appointment
212 SW 9th St.
Lawton, OK 73507
Council Term

PARKS & RECREATION COMMISSION:

Vince Cambron – Ward 5 Appointment
701 NW Columbia Avenue
Lawton, OK 73507
01/01/2028

Dennis Clippinger – Ward 6 Appointment
7513 NW Willow Creek Drive
Lawton, OK 73505
01/01/2028

Item Title:

Approve a resolution of support for a funding agreement between the Lawton Economic Development Authority and the Oklahoma Development Finance Authority in an amount not to exceed \$22 million.

Initiator: Timothy Wilson, Interim City Attorney

Information Source: Timothy Wilson, Interim City Attorney

Background:

On May 28th 2025, LEDA was awarded a Pooled Finance Act grant from the Oklahoma Development Finance Authority in the aggregate amount of \$18 million. Later that same day, the Governor announced that Firehawk Aerospace had chosen Lawton, Oklahoma for their new manufacturing facility and the 320-acre parcel located west of Goodyear Blvd, north of the extension of Gore Blvd is the preferred location for that facility. The cost of constructing the project has been estimated at \$22 million.

During the October 23rd LEDA meeting, the potential for the amount to increase from \$18 million to \$22 million was announced. Therefore, LEDA approved the agreement for an amount not to exceed \$22 million. Although not a party to the agreement, the City of Lawton supports and approves of the agreement and the project it is to fund.

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

Resolution and Agreement

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the resolution.

ATTACHMENTS:

1. Agreement Approval Resolution
2. P3 Agreement

RESOLUTION NO. 25-__

A RESOLUTION OF SUPPORT FOR A FUNDING AGREEMENT BETWEEN THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY AND THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY, ENTITLED LAWTON ECONOMIC DEVELOPMENT AUTHORITY PROJECT, SERIES 2025, AS PART OF THE OKLAHOMA BUSINESS EXPANSION INCENTIVE PROGRAM.

WHEREAS, On May 28th, 2025, the Lawton Economic Development Authority (LEDA) was awarded a Pooled Finance Act grant from the Oklahoma Development Finance Authority in the aggregate amount of \$18 million.

WHEREAS, on October 23rd, 2025, LEDA approved the agreement between LEDA and the Oklahoma Development Finance Authority in an amount not to exceed \$22 million.

WHEREAS, although not a party to the agreement, the City of Lawton approves of the agreement and project it is to fund.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Lawton, Oklahoma that the City hereby adopts this resolution of support signifying its approval of the agreement between LEDA and the Oklahoma Development Finance Authority, in an amount not to exceed \$22 million.

PASSED and **APPROVED** by the Mayor and Council of the City of Lawton, Oklahoma, this ____ day of _____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

TIMOTHY WILSON, INTERIM CITY ATTORNEY

FUNDING AGREEMENT

Between

**THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY,
Authority,**

And

**Lawton Economic Development Authority (LEDA),
Public Entity**

Relating to:

\$18,000,000

**The Oklahoma Development Finance Authority
Community Economic Development Pooled Finance Act
Oklahoma Business Expansion Incentive Program
Public-Private Partner Development Infrastructure Pool
(City of Lawton – Infrastructure P3 Project)
Series 2025**

Dated as of July1, 2025

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS.....	2
Section 1.01 Definitions.....	2
ARTICLE II. FUNDING AGREEMENT	4
Section 2.01 Funding Agreement	4
Section 2.02 Source of Award Payment	4
Section 2.03 Costs.....	4
Section 2.04 Change fo Circumstances	4
Section 2.05 Termination of Funding Agreement	4
ARTICLE III. REVOLVING FUND.....	5
Section 3.01 Purpose of Revolving Fund	5
Section 3.02 Deposits to Revolving Fund.....	5
Section 3.03 Corporate Income Tax Exception.....	5
Section 3.04 Application of Moneys in the Revolving Fund.....	5
ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY.....	5
Section 4.01 Representations and Warranties of the Authority	5
ARTICLE V. REPRESENTATIONS AND WARRANTIES OF THE PUBLIC ENTITY.....	6
Section 5.01 Representations and Warranties of the Public Entity	6
ARTICLE VI. COVENANTS, CONDITIONS AND RESTRICTIONS	7
Section 6.01 Performance of Obligations	7
Section 6.02 Use of Award Proceeds.....	7
Section 6.03 Information	7
Section 6.04 Transfer of Facility	7
Section 6.05 Payment of Taxes.....	8
Section 6.06 Double Dipping.....	8
Section 6.07 Withholding Taxes.....	8
Section 6.08 Compliance with Laws	9
Section 6.09 Further Assurances.....	9
ARTICLE VII. GENERAL PROVISIONS.	9
Section 7.01 Expenses	9
Section 7.02 Hold Harmless	9
Section 7.03 Notices	9
Section 7.04 Construction; Applicable Law	10
Section 7.05 Binding Effect; Severability.....	10
Section 7.06 Entire Agreement; Conflicting Provisions	10
Section 7.07 Amendment and Assignment	10
Section 7.08 Counterpart Execution	10

FUNDING AGREEMENT

(OKLAHOMA BUSINESS EXPANSION INCENTIVE PROGRAM)

(LAWTON ECONOMIC DEVELOPMENT AUTHORITY (LEDA) PROJECT, SERIES 2025)

THIS FUNDING AGREEMENT (this "*Funding Agreement*") is made and entered into as of July 1, 2025, by and between **THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY**, a public trust and instrumentality of the State of Oklahoma (the "*Authority*"), and **Lawton Economic Development Authority (LEDA)**, an Oklahoma public trust the ("*Public Entity*").

RECITALS

A. The Authority was organized pursuant to Title 60, Oklahoma Statutes 2021, Section 176 *et seq.*, as amended, and Title 74, Oklahoma Statutes 2021, Section 5062.1 *et seq.*, as amended (collectively, the "*ODFA Act*"), and is authorized and empowered, *inter alia*, to foster economic development within the State of Oklahoma (the "*State*"), by providing financing and other assistance to its citizens, including, but not limited to, issuing bonds, notes or other obligations and utilizing the proceeds thereof in furtherance of its mission.

B. The Authority is authorized under the Oklahoma Community Economic Development Pooled Finance Act, Title 62, Oklahoma Statutes 2021, Sections 891.1 *et seq.*, as amended (the "*Act*"), to administer various pooled finance programs pursuant to the provisions of the Act, and is designated to function as a "conduit issuer," within the meaning of the Act, which provides that the Authority shall act for the benefit of either a combination of local government entities or a local government entity or entities in conjunction with a for-profit business entity or entities for authorized economic development and infrastructure projects.

C. Specifically, in accordance with the Act, there has been created a Public-Private Partner Development Infrastructure Pool within the Oklahoma Business Expansion Incentive Program (the "*Program*") that is designed to be used for infrastructure projects in the State that benefit the private sector and where the infrastructure is owned by a Public Entity. The incentive offered by this Program targets job creation and retention, together with infrastructure development. The incentive is available to public entities of the States that enlist the support of existing for-profit businesses in the State, to develop or expand infrastructure that would benefit the community and area businesses. The financial incentive available to the Public Entity is in the form of a periodic cash payment (the "*Award*"), which is funded by the Oklahoma Tax Commission's (the "*Tax Commission*") capture of certain eligible employee withholding taxes (the "*Eligible Employee Withholding Taxes*") paid to the State with respect to new jobs or existing jobs associated with the Federal Employer Identification Number ("*FEIN*") of the participating for-profit business entities that elect to partner with and support the Public Entity's infrastructure project.

D. Section 891.18B of the Act permits an eligible Public Entity, in partnership with one or more for-profit business that would otherwise qualify to receive or benefit from proceeds of obligations issued by the Authority for the Public-Private Partner Development Infrastructure Pool, to seek from the Oklahoma Department of Commerce ("**ODOC**"), a determination letter (the "**ODOC Award Letter**"), notifying the Public Entity that the proposed infrastructure project described in its application will result in a positive net economic benefit to the State, using the methodology described in the Act.

E. If ODOC makes a determination that a positive net economic benefit exists with respect to a particular application, the applying Public Entity shall be allowed an Award, as a financial incentive under the Program. The amount of the Award, together with the terms and conditions associated therewith, if any, that must be observed or satisfied in connection with the capture of the Eligible Employee Withholding Taxes and the distribution of the Award to the Public Entity are set forth in the ODOC Award Letter. The Act mandates that such letter be distributed to an authorized representative of the Public Entity applicant, and that copies be sent to the Oklahoma Tax Commission (the "**Tax Commission**") and the Authority.

F. A determination has been made by ODOC that the infrastructure development project(s) described by the Public Entity in the application it submitted to ODOC (collectively, the "**Project**"), together with the support and participation of each private sector, for-profit business entity listed in the ODOC Award Letter (each, a "**Partner**") will result in a positive net economic benefit to the State in accordance with the Act. As a result, the Project qualifies for an incentive Award under the Act, which shall be funded from the capture of Eligible Employee Withholding Taxes for the Public-Private Partner Development Infrastructure Pool Revolving Fund-Lawton Economic Development Authority (LEDA) Project, Series 2025 (the "**Revolving Fund**"), established by the State Treasurer pursuant to the Act. The Act further directs the Tax Commission to segregate and deposit to the Revolving Fund that percentage of the Eligible Employee Withholding Taxes associated with each Partner's FEIN, in accordance with the ODOC Award Letter which is attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Public Entity agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings set forth below unless the context or use clearly indicates otherwise.

.1 "Act" means the Oklahoma Community Economic Development Pooled Finance Act, Title 62, Oklahoma Statutes 2021, Sections 891.1 *et seq.*, as it may be amended from time to time.

.2 "Authority" means The Oklahoma Development Finance Authority, a public trust and instrumentality of the State, and its successors and assigns.

FUNDING AGREEMENT

Between

**THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY,
Authority,**

And

**Lawton Economic Development Authority (LEDA),
Public Entity**

Relating to:

\$18,000,000

**The Oklahoma Development Finance Authority
Community Economic Development Pooled Finance Act
Oklahoma Business Expansion Incentive Program
Public-Private Partner Development Infrastructure Pool
(City of Lawton – Infrastructure P3 Project)
Series 2025**

Dated as of July1, 2025

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS.....	2
Section 1.01 Definitions.....	2
ARTICLE II. FUNDING AGREEMENT	4
Section 2.01 Funding Agreement	4
Section 2.02 Source of Award Payment	4
Section 2.03 Costs.....	4
Section 2.04 Change fo Circumstances	4
Section 2.05 Termination of Funding Agreement	4
ARTICLE III. REVOLVING FUND.....	5
Section 3.01 Purpose of Revolving Fund	5
Section 3.02 Deposits to Revolving Fund.....	5
Section 3.03 Corporate Income Tax Exception.....	5
Section 3.04 Application of Moneys in the Revolving Fund.....	5
ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY.....	5
Section 4.01 Representations and Warranties of the Authority	5
ARTICLE V. REPRESENTATIONS AND WARRANTIES OF THE PUBLIC ENTITY.....	6
Section 5.01 Representations and Warranties of the Public Entity	6
ARTICLE VI. COVENANTS, CONDITIONS AND RESTRICTIONS	7
Section 6.01 Performance of Obligations	7
Section 6.02 Use of Award Proceeds.....	7
Section 6.03 Information	7
Section 6.04 Transfer of Facility	7
Section 6.05 Payment of Taxes.....	8
Section 6.06 Double Dipping.....	8
Section 6.07 Withholding Taxes.....	8
Section 6.08 Compliance with Laws	9
Section 6.09 Further Assurances.....	9
ARTICLE VII. GENERAL PROVISIONS.....	9
Section 7.01 Expenses	9
Section 7.02 Hold Harmless	9
Section 7.03 Notices	9
Section 7.04 Construction; Applicable Law	10
Section 7.05 Binding Effect; Severability.....	10
Section 7.06 Entire Agreement; Conflicting Provisions.....	10
Section 7.07 Amendment and Assignment.....	10
Section 7.08 Counterpart Execution	10

FUNDING AGREEMENT

(OKLAHOMA BUSINESS EXPANSION INCENTIVE PROGRAM)

(LAWTON ECONOMIC DEVELOPMENT AUTHORITY (LEDA) PROJECT, SERIES 2025)

THIS FUNDING AGREEMENT (this "**Funding Agreement**") is made and entered into as of July 1, 2025, by and between **THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY**, a public trust and instrumentality of the State of Oklahoma (the "**Authority**"), and **Lawton Economic Development Authority (LEDA)**, an Oklahoma public trust the ("**Public Entity**").

RECITALS

A. The Authority was organized pursuant to Title 60, Oklahoma Statutes 2021, Section 176 *et seq.*, as amended, and Title 74, Oklahoma Statutes 2021, Section 5062.1 *et seq.*, as amended (collectively, the "**ODFA Act**"), and is authorized and empowered, *inter alia*, to foster economic development within the State of Oklahoma (the "**State**"), by providing financing and other assistance to its citizens, including, but not limited to, issuing bonds, notes or other obligations and utilizing the proceeds thereof in furtherance of its mission.

B. The Authority is authorized under the Oklahoma Community Economic Development Pooled Finance Act, Title 62, Oklahoma Statutes 2021, Sections 891.1 *et seq.*, as amended (the "**Act**"), to administer various pooled finance programs pursuant to the provisions of the Act, and is designated to function as a "conduit issuer," within the meaning of the Act, which provides that the Authority shall act for the benefit of either a combination of local government entities or a local government entity or entities in conjunction with a for-profit business entity or entities for authorized economic development and infrastructure projects.

C. Specifically, in accordance with the Act, there has been created a Public-Private Partner Development Infrastructure Pool within the Oklahoma Business Expansion Incentive Program (the "**Program**") that is designed to be used for infrastructure projects in the State that benefit the private sector and where the infrastructure is owned by a Public Entity. The incentive offered by this Program targets job creation and retention, together with infrastructure development. The incentive is available to public entities of the States that enlist the support of existing for-profit businesses in the State, to develop or expand infrastructure that would benefit the community and area businesses. The financial incentive available to the Public Entity is in the form of a periodic cash payment (the "**Award**"), which is funded by the Oklahoma Tax Commission's (the "**Tax Commission**") capture of certain eligible employee withholding taxes (the "**Eligible Employee Withholding Taxes**") paid to the State with respect to new jobs or existing jobs associated with the Federal Employer Identification Number ("**FEIN**") of the participating for-profit business entities that elect to partner with and support the Public Entity's infrastructure project.

D. Section 891.18B of the Act permits an eligible Public Entity, in partnership with one or more for-profit business that would otherwise qualify to receive or benefit from proceeds of obligations issued by the Authority for the Public-Private Partner Development Infrastructure Pool, to seek from the Oklahoma Department of Commerce ("**ODOC**"), a determination letter (the "**ODOC Award Letter**"), notifying the Public Entity that the proposed infrastructure project described in its application will result in a positive net economic benefit to the State, using the methodology described in the Act.

E. If ODOC makes a determination that a positive net economic benefit exists with respect to a particular application, the applying Public Entity shall be allowed an Award, as a financial incentive under the Program. The amount of the Award, together with the terms and conditions associated therewith, if any, that must be observed or satisfied in connection with the capture of the Eligible Employee Withholding Taxes and the distribution of the Award to the Public Entity are set forth in the ODOC Award Letter. The Act mandates that such letter be distributed to an authorized representative of the Public Entity applicant, and that copies be sent to the Oklahoma Tax Commission (the "**Tax Commission**") and the Authority.

F. A determination has been made by ODOC that the infrastructure development project(s) described by the Public Entity in the application it submitted to ODOC (collectively, the "**Project**"), together with the support and participation of each private sector, for-profit business entity listed in the ODOC Award Letter (each, a "**Partner**") will result in a positive net economic benefit to the State in accordance with the Act. As a result, the Project qualifies for an incentive Award under the Act, which shall be funded from the capture of Eligible Employee Withholding Taxes for the Public-Private Partner Development Infrastructure Pool Revolving Fund-Lawton Economic Development Authority (LEDA) Project, Series 2025 (the "**Revolving Fund**"), established by the State Treasurer pursuant to the Act. The Act further directs the Tax Commission to segregate and deposit to the Revolving Fund that percentage of the Eligible Employee Withholding Taxes associated with each Partner's FEIN, in accordance with the ODOC Award Letter which is attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Public Entity agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings set forth below unless the context or use clearly indicates otherwise.

.1 "**Act**" means the Oklahoma Community Economic Development Pooled Finance Act, Title 62, Oklahoma Statutes 2021, Sections 891.1 *et seq.*, as it may be amended from time to time.

.2 "**Authority**" means The Oklahoma Development Finance Authority, a public trust and instrumentality of the State, and its successors and assigns.

.3 **"Award"** means the award authorized to be made to the Public Entity by ODOC, pursuant to the ODOC Award Letter and this Funding Agreement.

.4 **"Eligible Employee Withholding Taxes"** means, as to each Partner, the amount of its eligible State employee withholding taxes with respect to all new or existing jobs in the State associated with the Partner's FEIN that are required to be collected and deposited in the Revolving Fund by the Oklahoma Tax Commission, in accordance with the terms of the ODOC Award Letter and the Act.

.5 **"FEIN"** means the Federal Employer Identification Number of each Partner, set forth in the ODOC Award Letter.

.6 **"Facility"** means, collectively, the Public Entity's infrastructure projects in Oklahoma, for the Lawton Economic Development Authority (LEDA), as more particularly described in its application to ODOC and in the ODOC Award Letter.

.7 **"Funding Agreement"** means this Funding Agreement, dated as of July 1, 2025, between the Authority and the Public Entity, as the same may be amended and/or supplemented from time to time.

.8 **"ODFA Act"** means, collectively, Title 60, Oklahoma Statutes 2021, Section 176 *et seq.*, as amended, and Title 74, Oklahoma Statutes 2021, Section 5062.1 *et seq.*, as amended.

.9 **"ODOC"** means the Oklahoma Department of Commerce.

.10 **"ODOC Award Letter"** means the letter issued by ODOC that notifies the Public Entity that its analysis of the Project resulted in a determination that a positive net economic benefit to the State exists, lists each Partner and describes the terms and conditions of any Award to the Public Entity.

.11 **"Partner"** means each for-profit business entity that has agreed to allow its Eligible Employee Withholding Taxes to be captured and invested in the infrastructure Project proposed by the Public Entity, in the percentage and for the duration described in the ODOC Award Letter.

.12 **"Program"** means the Public-Private Partner Development Infrastructure Pool, created within the Oklahoma Business Expansion Incentive Program pursuant to the Act, to foster infrastructure development within the State.

.13 **"Project"** means, collectively, the Public Entity's infrastructure development projects in Oklahoma, for the Lawton Economic Development Authority (LEDA), as more particularly described in its application to ODOC and in the ODOC Award Letter.

.14 **"Public Entity"** means Lawton Economic Development Authority (LEDA), Oklahoma, an Oklahoma public trust, and its successors and assigns.

.15 **"Revolving Fund"** means the subaccount established by this Funding Agreement for the Public-Private Partner Development Infrastructure Pool within the revolving fund created

in the Oklahoma State Treasury for the Authority by the Act, i.e., the Community Economic Development Pooled Finance Act Revolving Fund -OBEIP LAWTON ECONOMIC DEVELOPMENT AUTHORITY (LEDA), Series 2025.

.16 *"State"* means the State of Oklahoma.

.17 *"Tax Commission"* means the Oklahoma Tax Commission.

ARTICLE II. FUNDING AGREEMENT

Section 2.01 Funding Agreement. The Public Entity has received an ODOC Award Letter notifying it that it has received an Award, the amount of the Award and the terms and conditions thereof. To the extent of available monies in the Revolving Fund, the Award shall be paid quarterly, commencing on or about October 15, 2025, and continuing quarterly thereafter, to and including July 15, 2028 or such earlier date the amount thereof shall be paid in full, all in accordance with the terms hereof and the ODOC Award Letter.

Section 2.02 Source of Award Payment. All Eligible Employee Withholding Taxes deposited to the credit of the Revolving Fund by the Tax Commission have been appropriated pursuant to the Act and will be budgeted and expended by the Authority for the payment of the Award and other costs associated therewith.

Section 2.03 Costs. The Public Entity shall bear the costs of the Program associated with its Award, including the following: (i) at closing a fee payable to the Authority in the amount of \$20,000, which includes the acceptance fee of the Authority and the costs and expenses incurred by the Authority, including its legal fees and expenses, payable from the Revolving Fund at such time sufficient funds are available and (ii) an annual fee in the amount of \$18,000, payable to the Authority on July 15, 2026, and each anniversary thereof, which amounts shall be payable from the Revolving Fund at such time as sufficient funds are available.

Section 2.04 Change of Circumstances. If following the execution and delivery of this Funding Agreement, the Public Entity elects to terminate, reduce or alter its capital investment in the State or the scope and nature of the Project, the Authority and ODOC shall be promptly notified of such change of circumstances. If the proposed changes to its capital investment or the Project result in fewer jobs being created or retained or if the average of the wages associated with such jobs is reduced, ODOC shall conduct a review of its initial determination of the net positive economic benefit of the Project to the State and advise the Authority and the Public Entity whether a reduced Award will result from such change of circumstances. If the Award for the Project is reduced, the Public Entity may elect to accept such reduced Award and the parties hereto shall amend the Public Entity's signature page hereto to reflect such change. If the Public Entity elects not to accept the reduced Award or if the Public Entity elects to terminate the Project, the parties shall execute a rescission agreement to evidence the termination of the Award.

Section 2.05 Termination of Funding Agreement. This Funding Agreement shall terminate, as between the Public Entity and the Authority, on the first to occur of one of the

following events: (i) the date the Public Entity elects to terminate this Funding Agreement, in accordance with Section 2.04 above, (ii) the date on which the Public Entity's Award has been paid in full, or (iii) at 12:01 a.m. on July 16, 2028.

ARTICLE III. REVOLVING FUND

Section 3.01 Purpose of Revolving Fund. The purpose of the Revolving Fund established by the State Treasurer pursuant to the Act is to receive certain Eligible Employee Withholding Taxes attributable to the income of new or existing jobs of employees in the State associated with each Partner's FEIN, which amounts shall be used by the Authority to pay the Award and other costs pursuant to the Act.

Section 3.02 Deposits to Revolving Fund. The Tax Commission is required by the Act to determine the amount of Eligible Employee Withholding Taxes attributable to the wages and other compensation of employees in the State associated with each Partner's FEIN and to deposit such amounts to the credit of the Revolving Fund.

Section 3.03 Corporate Income Tax Exception. Partners that participate in the Program will not be subject to corporate income tax associated with the segregation and payment of withholding taxes to local government entities when such payment is made for the purpose of infrastructure development under the Program.

Section 3.04 Application of Moneys in the Revolving Fund. The Authority is authorized by the Act to budget and expend amounts in the Revolving Fund for the purpose of paying such incentive Awards and other costs associated therewith. The Authority agrees that it shall budget and expend all Eligible Employee Withholding Taxes deposited to the Revolving Fund to the payment of the Award and other costs associated therewith. Pursuant to the Act, the Authority agrees to file a claim quarterly with the Office of the Oklahoma State Treasurer and take such other actions as are necessary to transfer all such Eligible Employee Withholding Taxes then on deposit in the Revolving Fund to pay the Award and other costs associated therewith.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

Section 4.01 Representations and Warranties of the Authority. The Authority represents and warrants that:

(a) **Existence; Authorization.** The Authority is duly organized and validly existing as a public trust and instrumentality organized under the laws of the State with the State as its beneficiary and has the power and authority to execute and deliver this Funding Agreement and perform the duties contemplated of it thereunder. The Authority has duly adopted a resolution authorizing the execution and delivery of this Funding Agreement and making the Award to the Public Entity hereunder.

(b) **Binding Agreements.** This Funding Agreement is the legal, valid and binding obligation of the Authority, enforceable against it in accordance with its terms,

except that the enforceability thereof may be limited by laws relating to the bankruptcy or insolvency of the Authority or other similar laws affecting creditors' rights generally or by general principles of equity.

(c) No Default. The execution and delivery of this Funding Agreement and the consummation of the transactions contemplated hereby will not conflict with, or constitute a breach of, or default by it under its declaration of trust, bylaws, or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties.

(d) Litigation. There are no actions, suits or proceedings of any type whatsoever pending or, to the best of its knowledge threatened against the Authority, seeking to prevent the execution and delivery of this Funding Agreement or affecting it or its assets, properties or operations which, if determined adversely to it or its interests, could have a material adverse effect upon its assets, properties or operations or the transactions contemplated hereby.

(e) Survival of Representations and Warranties. All covenants, representations and warranties of the Authority made herein shall survive the making of the execution of this Funding Agreement.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF THE PUBLIC ENTITY

Section 5.01 Representations and Warranties of the Public Entity. The Public Entity represents and warrants that:

(a) Existence. The Public Entity is duly organized and validly existing public trust of the State of Oklahoma in good standing in the State and has full legal right, power and authority to execute and deliver this Funding Agreement and to carry out and consummate all transactions contemplated thereby. It has, by proper action duly taken, authorized the execution and delivery of this Funding Agreement.

(b) Binding Agreements. This Funding Agreement is the legal, valid and binding obligation of the Public Entity, enforceable against the Public Entity in accordance with its terms, except that the enforceability thereof may be limited by laws relating to the bankruptcy or insolvency of the Public Entity or other similar laws affecting creditors' rights generally or by general principles of equity.

(c) No Default. The execution and delivery of this Funding Agreement and the consummation of the transactions contemplated thereby, including the application of the proceeds of the Award, will not conflict with, or constitute a breach of, or default by it under its certificate of formation, or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule

or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties.

(d) Litigation. There are no actions, suits or proceedings of any type whatsoever pending or, to its knowledge, threatened against the Public Entity, seeking to prevent the execution and delivery of this Funding Agreement or affecting it, the Facility or its other assets, properties or operations as to which there is a reasonable possibility of an adverse determination and that if determined adversely to it or its interests could have a material adverse effect upon the Facility, or the financial condition, assets, properties or operations of the Public Entity.

(e) Compliance with Applicable Laws. To its knowledge, the Public Entity has not violated and is not now in violation of any applicable statute, regulation, rule or ordinance of the United States of America or any foreign country, or of any state, municipality or any other jurisdiction, or of any agency thereof, in any respect materially adversely affecting the business, property, assets, operations or condition, financial or otherwise, of the Public Entity and its consolidated subsidiaries, taken as a whole.

(f) Survival of Representations and Warranties. All covenants, representations and warranties of the Public Entity made herein shall survive the making of the Award hereunder and the execution and delivery of this Funding Agreement.

ARTICLE VI. COVENANTS, CONDITIONS AND RESTRICTIONS

Until payment in full of the Award and the performance of all obligations owing to the Authority under this Funding Agreement, unless the Authority shall otherwise consent in writing, the Public Entity covenants and agrees as follows:

Section 6.01 Performance of Obligations. The Public Entity will promptly and punctually perform all of its obligations under the terms of this Funding Agreement.

Section 6.02 Use of Award Proceeds. The Public Entity will not use or permit any person, association or entity to use any funds advanced to the Public Entity under this Funding Agreement to (a) defray living expenses, (b) anticipate profit, or (c) defray any other item not directly connected with the Project and payable to unrelated third parties.

Section 6.03 Information. The Public Entity will promptly furnish, or cause to be furnished, to the Authority all reasonably requested information concerning the Project and the financial status of the Public Entity.

Section 6.04 Transfer of Facility. The Public Entity (a) shall give the Authority and ODOC thirty (30) days' prior written notice of any proposed sale, transfer or conveyance of all or any portion of the Facility, and (b) shall not sell, transfer or convey all or any portion of the Facility to a person or entity other than an affiliate of the Public Entity, without the prior written consent of ODOC which consent shall not be unreasonably withheld. To enable ODOC to make a determination, the Public Entity shall provide, and it shall cause the proposed transferee to provide, to ODOC such information as ODOC determines to be relevant for the analysis, as

contemplated by Section 891.12 of the Act, including, but not limited to, the nature of the proposed transferee's business, its ownership and financial stability and its post-transfer plans for the Project. ODOC shall review its initial determinations with respect to the Project and conduct an additional review to make a determination that the net positive economic benefit of the Project to the State will not be lessened by the transfer. In the event of an adverse determination by ODOC, the Public Entity shall elect one of the remedial options set forth in Section 2.04, hereof. Notwithstanding the foregoing, the Public Entity may transfer or dispose of equipment included in the Facility which is obsolete or no longer used or useful in connection with the Public Entity's business, and the Public Entity may replace equipment included in the Facility in the ordinary course of business.

Section 6.05 Payment of Taxes. All taxes, assessments and governmental charges or levies imposed on the Public Entity or on the Public Entity's assets, income or profits, will be paid prior to the date on which penalties attach thereto. Notwithstanding the foregoing, the Public Entity shall not be required to pay any tax, assessment, charge or levy which is being contested in good faith by proper proceedings.

Section 6.06 Double Dipping.

(a) The Credit Enhancement Reserve Fund shall not be utilized in support of any pooled financing obligations issued pursuant to this Act, prior to the full use of any revenues committed to the repayment of any such pooled obligations.

(b) A Partner may not receive or continue to receive incentive payments pursuant to the Oklahoma Quality Jobs Program Act or claim any investment tax credits otherwise authorized pursuant to Section 2357.4 of Title 68, Oklahoma Statutes 2021, during the period of time that any withholding taxes attributable to the payroll of such Partner are being paid to the Revolving Fund.

Section 6.07 Withholding Taxes.

(a) The Public Entity and each Partner shall enter into such agreements as may be reasonably required by the Authority and the Tax Commission to provide for the segregation of withholding taxes attributable to new direct jobs created or existing payroll retained by the Public Entity and each Partner. The Authority shall be provided such information by the Public Entity and each Partner as may be reasonably required in order to determine the necessary amount of segregated withholding taxes attributable to new direct jobs or existing payroll.

(b) The Tax Commission shall determine, with respect to the withholding taxes attributable to the income of employees engaged in new direct jobs or existing jobs for each Partner, the amount of such withholding taxes required to be deposited to the Revolving Fund, and each Partner shall provide the Tax Commission such information as may be reasonably required to make such determination.

Section 6.08 **Compliance with Laws.** The Public Entity will comply with all statutes, laws, rules and regulations to which the Public Entity is subject or by which its properties are bound or affected, including, without limitation, those pertaining or relating to (a) environmental standards and controls, (b) occupational health and safety standards, (c) equal employment and credit practices and civil rights, and (d) the Facility and the ownership, operation and use thereof, except where the failure to do so would not be reasonably likely to have a material adverse effect on the Public Entity and its consolidated subsidiaries, taken as a whole.

Section 6.09 **Further Assurances.** The Public Entity will, from time to time, promptly cure any defects or omissions in the execution and delivery of or the compliance with this Funding Agreement or the conditions described herein, including the execution and delivery of additional documents reasonably required by the Authority.

ARTICLE VII. GENERAL PROVISIONS.

Section 7.01 **Expenses.** The Public Entity agrees to pay the following fees, expenses and charges in respect to the Award: (a) fees and expenses involved in the closing and administration of the Award, as set forth in Section 2.03, hereof; (b) the reasonable fees and expenses of counsel employed by the Authority in regard to any litigation arising out of or relating to this transaction; and (c) the fees and expenses payable by the Authority which are incidental to the enforcement or defense of this Funding Agreement or any instrument executed pursuant hereto.

Section 7.02 **Hold Harmless.** Except for a successful claim against the Authority by the Public Entity or in the case of the Authority's willful misconduct or gross negligence, the Public Entity will indemnify and hold the Authority harmless from all liability, loss, damages or expense, including reasonable attorney's fees, that the Authority may incur in good faith as a result of entering into this Funding Agreement or making the Award, or in compliance with or in the enforcement of the terms thereof.

Section 7.03 **Notices.** All notices, requests and demands shall be served by first class mail, by overnight delivery or e-mail, as follows:

To the Authority:	The Oklahoma Development Finance Authority 9220 N. Kelley Avenue Oklahoma City, OK 73131 Attn: President E-mail: mdavis@okfinance.com
-------------------	---

To the Public Entity:	See Public Entity's signature page hereto.
-----------------------	--

or at such other address as any party hereto shall designate for such purpose in a written notice to the other party hereto. Any notice, request or demand given (i) by first class mail shall be effective and deemed given three business days after being deposited in the United States mail, postage prepaid, (ii) by overnight delivery shall be effective and deemed given on the next business day after being picked up by or delivered to the overnight delivery service, and (iii) by

e-mail shall be effective and deemed given on the date sent, if a business day and sent before 5:00 p.m. local time; otherwise, it shall be effective and deemed given on the next business day.

Section 7.04 Construction; Applicable Law. This Funding Agreement shall be deemed to be a contract made under the laws of the State and shall be construed in accordance with the laws of the State. Nothing in this Funding Agreement shall be construed to constitute the Authority as a joint venturer with the Public Entity or to constitute a partnership. The descriptive headings of the paragraphs of this Funding Agreement are for convenience only and shall not be used in the construction of the content of this Funding Agreement.

Section 7.05 Binding Effect; Severability. This Funding Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. In the event any one or more of the provisions contained in this Funding Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect and in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the remaining provisions shall remain in full force and effect.

Section 7.06 Entire Agreement; Conflicting Provisions. This Funding Agreement constitutes the entire agreement of the parties hereto with respect to the Award and all matters arising out of or related thereto, and there are no agreements, understandings, warranties or representations between the parties regarding the financing of the Project other than those set forth herein. In the event of any conflict between or among the provisions of this Funding Agreement and any other agreement between the parties, the provisions of this Funding Agreement shall control.

Section 7.07 Amendment and Assignment. This Funding Agreement may not be amended or modified in any way, except by an instrument in writing executed by the parties hereto; provided, however, the Authority may, in writing: (a) extend the time for performance of any of the obligations of the Public Entity; (b) waive any default by the Public Entity; and (c) waive the satisfaction of any condition that is precedent to the performance of the Authority's obligations under this Funding Agreement. This Funding Agreement shall not be assignable by the Public Entity without the written consent of the Authority and ODOC.

Section 7.08 Counterpart Execution. This Funding Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the day and year first above written.

**THE OKLAHOMA DEVELOPMENT
FINANCE AUTHORITY**

By: _____
Name: Michael D. Davis
Title: President

ODFA Signature Page to this Funding Agreement

PUBLIC ENTITY: Lawton Economic Development Authority (LEDA)
AWARD AMOUNT: \$18,000,000
PUBLIC ENTITY ADDRESS: 302 W. Gore Blvd., Lawton, OK 73501
PUBLIC ENTITY CONTACT: Richard Rogalski, PE
CONTACT E-MAIL: richard@lawtonedc.com

**Lawton Economic Development Authority
(LEDA),**

By: _____
Name _____
Title: _____

NOTICE ADDRESS:
302 W. Gore Blvd.
Lawton, OK 73501
Attn: Richard Rogalski, PE

Public Entity Signature Page to this Funding Agreement

EXHIBIT A

Determination Letter dated May 20, 2025



May 20, 2025

Michael Davis; President & CEO
Oklahoma Development Finance Authority
9220 North Kelley Avenue
Oklahoma City, OK 73131

Carol Schovanec, CPA
Manager of Apportionment and Revenue
Oklahoma Tax Commission
Oklahoma City, OK 73194

Re: Determination Letter – Positive Net Benefit for the Economic Development Pool

Mr. Davis and Ms. Schovanec:

Pursuant to 62 O.S. § 891.12(B), the Oklahoma Department of Commerce has made a review of the information submitted by the Lawton Economic Development Association (LEDA), a public trust whose beneficiary is the city of Lawton, in support of its application to the P3 Development Pool. The review by the Oklahoma Department of Commerce has determined that there is a positive net benefit to the state of Oklahoma and strengthens the linkage of U.S. Department of Defense to the private sector in the state.

The review by the Oklahoma Department of Commerce has determined that there is a positive net benefit associated with Lawton constructing a facility at the Lawton Industrial Park for the location of a company to manufacture rocket fuel and rocket engines used by the U.S. Department of Defense and identified as critical to the nation's security in securing the supply chain for kinetic capabilities. The U.S. Department of Defense has indicated that the acquisition of chemicals critical to the production of kinetic systems, including explosives and propellants, are affected by fragile suppliers, sole-source dependencies, foreign sourcing, and limited supply chain visibility. The US DoD has indicated that it is focused on addressing these vulnerabilities in the near term, and the indirect impacts associated with the expansion include strengthening the supply chain for critical materials in the state and increasing the public and private sector linkages in Oklahoma to the US DoD. The direct impacts associated with this expansion results in new state revenue and the positive benefit determination were based on the following information supplied by LEDA:

1. New job creation of 100 jobs with new payroll of \$9.3 million by 2028; and
2. Total investment of more than \$40 million, of which \$22 million is associated with the construction of a facility to be owned by the Lawton public trust, and nearly \$12.95 million to be associated with machinery and equipment.

Oklahoma Department of Commerce
900 N. Stiles Ave.
Oklahoma City, OK 73104



The positive net benefit to the state is based on projected future state revenues being greater than projected future state expenditures related to the above project parameters. State revenues include state sales and income taxes. State expenditures include, but are not limited to, state expenditures for education, highway, health, public welfare and police protection.

Due to the positive net benefit, if LEDA performs the construction for the benefit of Firehawk and the U.S. Department of Defense, the city of Lawton through LEDA will be allowed to capture, on a quarterly basis, state withholding taxes from the U.S. Department of Defense under the Defense Finance and Accounting Services (DFAS) FEI. DFAS reports withholding taxes to the Oklahoma Tax Commission under DFAS' FEI is 34-0727612. The percentage of withholdings from DFAS that should be associated with this award is 15%, which is the current proportion of US DoD employees associated with Fort Sill. The award is \$18 million.

This award will expire in 180 days if the recipient has not executed Pooled Finance incentive documents with ODFA. If you have any questions, please contact Jon Chlappe, of this office at 405.815.5210.

Sincerely,

A handwritten signature in black ink, appearing to read "Evan Brown", written over a light blue horizontal line.

Evan Brown
Executive Director | EDGE, Oklahoma Department of Commerce

Cc: Lawton Economic Development Authority
U.S. Department of Defense

Item Title:

Consider approving a Funding Agreement between the Oklahoma Development Finance Authority and the Fires Innovation and Science Technology Accelerator (FISTA) Development Trust Authority.

Initiator: Dewayne Burk, Deputy City Manager

Information Source: Dewayne Burk, Deputy City Manager, Dr. Krista Ratliff, President and CEO of FISTA

Background:

The proposed Funding Agreement between the Oklahoma Development Finance Authority (ODFA) and the Fires Innovation and Science Technology Accelerator (FISTA) Development Trust Authority establishes the terms and conditions under which ODFA will provide funding to FISTA. The purpose of this funding is to support projects that promote economic development, job creation, and technological advancement in the State of Oklahoma.

Under the agreement, FISTA is responsible for using the funds solely for eligible project purposes as outlined by ODFA, maintaining appropriate accounting and recordkeeping, and submitting progress and expenditure reports as required. FISTA must also comply with all applicable state and federal laws, ensure funds are used for the intended economic development objectives, and cooperate with ODFA for any required monitoring, auditing, or verification of performance.

Approval of this item would formally acknowledge the funding arrangement between ODFA and the FISTA Development Trust Authority and authorize the Mayor and City Clerk to execute any necessary acknowledgments or related documents on behalf of the City as the beneficiary of the trust.

Note: Sections 7.01 "Expenses" and 7.02 "Hold Harmless" are clauses that require the City and FISTA to pay certain fees/expenses in certain circumstances. This is being pointed out in case there are any questions from the council.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

FISTA-OK Dev Finance Auth. Funding Agreement

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve a Funding Agreement between the Oklahoma Development Finance Authority and the Fires Innovation and Science Technology Accelerator (FISTA) Development Trust Authority.

ATTACHMENTS:

1. FISTA- OK Dev Finance Auth. Funding Agr

FUNDING AGREEMENT

Between

**THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY,
Authority,**

And

**City of Lawton and FISTA,
Public Entities**

Relating to:

\$2,500,000

**The Oklahoma Development Finance Authority
Community Economic Development Pooled Finance Act
Oklahoma Business Expansion Incentive Program
Public-Private Partner Development Infrastructure Pool
(City of Lawton and FISTA – Infrastructure P3 Project)
Series 2025**

Dated as of October 1, 2025

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS.....	2
Section 1.01 Definitions.....	2
ARTICLE II. FUNDING AGREEMENT	43
Section 2.01 Funding Agreement	4
Section 2.02 Source of Award Payment	4
Section 2.03 Costs.....	4
Section 2.04 Change fo Circumstances	4
Section 2.05 Termination of Funding Agreement	54
ARTICLE III. REVOLVING FUND.....	54
Section 3.01 Purpose of Revolving Fund	54
Section 3.02 Deposits to Revolving Fund.....	5
Section 3.03 Corporate Income Tax Exception.....	5
Section 3.04 Application of Moneys in the Revolving Fund.....	5
ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY.....	5
Section 4.01 Representations and Warranties of the Authority	5
ARTICLE V. REPRESENTATIONS AND WARRANTIES OF THE PUBLIC ENTITIES.....	6
Section 5.01 Representations and Warranties of the Public Entities	6
ARTICLE VI. COVENANTS, CONDITIONS AND RESTRICTIONS	7
Section 6.01 Performance of Obligations	7
Section 6.02 Use of Award Proceeds.....	7
Section 6.03 Information	7
Section 6.04 Transfer of Facility	7
Section 6.05 Payment of Taxes.....	87
Section 6.06 Double Dipping.....	8
Section 6.07 Withholding Taxes.....	8
Section 6.08 Compliance with Laws	98
Section 6.09 Further Assurances.....	98
ARTICLE VII. GENERAL PROVISIONS.	98
Section 7.01 Expenses	98
Section 7.02 Hold Harmless	9
Section 7.03 Notices	9
Section 7.04 Construction; Applicable Law	109
Section 7.05 Binding Effect; Severability.....	109
Section 7.06 Entire Agreement; Conflicting Provisions.....	109
Section 7.07 Amendment and Assignment	10
Section 7.08 Counterpart Execution	1140

FUNDING AGREEMENT

(OKLAHOMA BUSINESS EXPANSION INCENTIVE PROGRAM)

(CITY OF LAWTON AND FISTA PROJECT, SERIES 2025)

THIS FUNDING AGREEMENT (this "**Funding Agreement**") is made and entered into as of October 1, 2025, by and between **THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY**, a public trust and instrumentality of the State of Oklahoma (the "**Authority**"), and **City of Lawton**, an Oklahoma municipal corporation and **FISTA**, a public trust ("**Public Entities**").

RECITALS

A. The Authority was organized pursuant to Title 60, Oklahoma Statutes 2021, Section 176 *et seq.*, as amended, and Title 74, Oklahoma Statutes 2021, Section 5062.1 *et seq.*, as amended (collectively, the "**ODFA Act**"), and is authorized and empowered, *inter alia*, to foster economic development within the State of Oklahoma (the "**State**"), by providing financing and other assistance to its citizens, including, but not limited to, issuing bonds, notes or other obligations and utilizing the proceeds thereof in furtherance of its mission.

B. The Authority is authorized under the Oklahoma Community Economic Development Pooled Finance Act, Title 62, Oklahoma Statutes 2021, Sections 891.1 *et seq.*, as amended (the "**Act**"), to administer various pooled finance programs pursuant to the provisions of the Act, and is designated to function as a "conduit issuer," within the meaning of the Act, which provides that the Authority shall act for the benefit of either a combination of local government entities or a local government entity or entities in conjunction with a for-profit business entity or entities for authorized economic development and infrastructure projects.

C. Specifically, in accordance with the Act, there has been created a Public-Private Partner Development Infrastructure Pool within the Oklahoma Business Expansion Incentive Program (the "**Program**") that is designed to be used for infrastructure projects in the State that benefit the private sector and where the infrastructure is owned by a Public Entities. The incentive offered by this Program targets job creation and retention, together with infrastructure development. The incentive is available to public entities of the States that enlist the support of existing for-profit businesses in the State, to develop or expand infrastructure that would benefit the community and area businesses. The financial incentive available to the Public Entities is in the form of a periodic cash payment (the "**Award**"), which is funded by the Oklahoma Tax Commission's (the "**Tax Commission**") capture of certain eligible employee withholding taxes (the "**Eligible Employee Withholding Taxes**") paid to the State with respect to new jobs or existing jobs associated with the Federal Employer Identification Number ("**FEIN**") of the participating for-profit business entities that elect to partner with and support the Public Entities' infrastructure project.

D. Section 891.18B of the Act permits an eligible Public Entities, in partnership with one or more for-profit business that would otherwise qualify to receive or benefit from proceeds of obligations issued by the Authority for the Public-Private Partner Development Infrastructure Pool, to seek from the Oklahoma Department of Commerce ("**ODOC**"), a determination letter (the "**ODOC Award Letter**"), notifying the Public Entities that the proposed infrastructure project described in its application will result in a positive net economic benefit to the State, using the methodology described in the Act.

E. If ODOC makes a determination that a positive net economic benefit exists with respect to a particular application, the applying Public Entities shall be allowed an Award, as a financial incentive under the Program. The amount of the Award, together with the terms and conditions associated therewith, if any, that must be observed or satisfied in connection with the capture of the Eligible Employee Withholding Taxes and the distribution of the Award to the Public Entities are set forth in the ODOC Award Letter. The Act mandates that such letter be distributed to an authorized representative of the Public Entities applicant, and that copies be sent to the Oklahoma Tax Commission (the "**Tax Commission**") and the Authority.

F. A determination has been made by ODOC that the infrastructure development project(s) described by the Public Entities in the application it submitted to ODOC (collectively, the "**Project**"), together with the support and participation of each private sector, for-profit business entity listed in the ODOC Award Letter (each, a "**Partner**") will result in a positive net economic benefit to the State in accordance with the Act. As a result, the Project qualifies for an incentive Award under the Act, which shall be funded from the capture of Eligible Employee Withholding Taxes for the Public-Private Partner Development Infrastructure Pool Revolving Fund-City of Lawton and FISTA Project, Series 2025 (the "**Revolving Fund**"), established by the State Treasurer pursuant to the Act. The Act further directs the Tax Commission to segregate and deposit to the Revolving Fund that percentage of the Eligible Employee Withholding Taxes associated with each Partner's FEIN, in accordance with the ODOC Award Letter which is attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Public Entities agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings set forth below unless the context or use clearly indicates otherwise.

.1 "**Act**" means the Oklahoma Community Economic Development Pooled Finance Act, Title 62, Oklahoma Statutes 2021, Sections 891.1 *et seq.*, as it may be amended from time to time.

.2 "**Authority**" means The Oklahoma Development Finance Authority, a public trust and instrumentality of the State, and its successors and assigns.

.3 **"Award"** means the award authorized to be made to the Public Entities by ODOC, pursuant to the ODOC Award Letter and this Funding Agreement.

.4 **"Eligible Employee Withholding Taxes"** means, as to each Partner, the amount of its eligible State employee withholding taxes with respect to all new or existing jobs in the State associated with the Partner's FEIN that are required to be collected and deposited in the Revolving Fund by the Oklahoma Tax Commission, in accordance with the terms of the ODOC Award Letter and the Act.

.5 **"FEIN"** means the Federal Employer Identification Number of each Partner, set forth in the ODOC Award Letter.

.6 **"Facility"** means, collectively, the Public Entities' infrastructure projects in Oklahoma, for the City of Lawton and FISTA, as more particularly described in its application to ODOC and in the ODOC Award Letter.

.7 **"Funding Agreement"** means this Funding Agreement, dated as of October 1, 2025, between the Authority and the Public Entities, as the same may be amended and/or supplemented from time to time.

.8 **"ODFA Act"** means, collectively, Title 60, Oklahoma Statutes 2021, Section 176 *et seq.*, as amended, and Title 74, Oklahoma Statutes 2021, Section 5062.1 *et seq.*, as amended.

.9 **"ODOC"** means the Oklahoma Department of Commerce.

.10 **"ODOC Award Letter"** means the letter issued by ODOC that notifies the Public Entities that its analysis of the Project resulted in a determination that a positive net economic benefit to the State exists, lists each Partner and describes the terms and conditions of any Award to the Public Entities.

.11 **"Partner"** means each for-profit business entity that has agreed to allow its Eligible Employee Withholding Taxes to be captured and invested in the infrastructure Project proposed by the Public Entities, in the percentage and for the duration described in the ODOC Award Letter.

.12 **"Program"** means the Public-Private Partner Development Infrastructure Pool, created within the Oklahoma Business Expansion Incentive Program pursuant to the Act, to foster infrastructure development within the State.

.13 **"Project"** means, collectively, the Public Entities' infrastructure development projects in Oklahoma, for the City of Lawton and FISTA, as more particularly described in its application to ODOC and in the ODOC Award Letter.

.14 **"Public Entities"** mean the City of Lawton, an Oklahoma municipal corporation and FISTA, a public trust with the City of Lawton, Oklahoma, as its beneficiary, and its successors and assigns.

.15 "Revolving Fund" means the subaccount established by this Funding Agreement for the Public-Private Partner Development Infrastructure Pool within the revolving fund created in the Oklahoma State Treasury for the Authority by the Act, i.e., the Community Economic Development Pooled Finance Act Revolving Fund -OBEIP CITY OF LAWTON AND FISTA, Series 2025.

.16 "State" means the State of Oklahoma.

.17 "Tax Commission" means the Oklahoma Tax Commission.

ARTICLE II. FUNDING AGREEMENT

Section 2.01 Funding Agreement. The Public Entities have received an ODOC Award Letter notifying it that it has received an Award, the amount of the Award and the terms and conditions thereof. To the extent of available monies in the Revolving Fund, the Award shall be paid quarterly, commencing on or about January 15, 2026, and continuing quarterly thereafter, to and including October 15, 2027 or such earlier date the amount thereof shall be paid in full, all in accordance with the terms hereof and the ODOC Award Letter.

Section 2.02 Source of Award Payment. All Eligible Employee Withholding Taxes deposited to the credit of the Revolving Fund by the Tax Commission have been appropriated pursuant to the Act and will be budgeted and expended by the Authority for the payment of the Award and other costs associated therewith.

Section 2.03 Costs. The Public Entities shall bear the costs of the Program associated with its Award, including the following: (i) at closing a fee payable to the Authority in the amount of \$12,500, which includes the acceptance fee of the Authority and the costs and expenses incurred by the Authority, including its legal fees and expenses, payable from the Revolving Fund at such time sufficient funds are available and (ii) an annual fee in the amount of \$2,500, payable to the Authority on October 15, 2026, and each anniversary thereof, which amounts shall be payable from the Revolving Fund at such time as sufficient funds are available.

Section 2.04 Change of Circumstances. If following the execution and delivery of this Funding Agreement, the Public Entities elect to terminate, reduce or alter its capital investment in the State or the scope and nature of the Project, the Authority and ODOC shall be promptly notified of such change of circumstances. If the proposed changes to its capital investment or the Project result in fewer jobs being created or retained or if the average of the wages associated with such jobs is reduced, ODOC shall conduct a review of its initial determination of the net positive economic benefit of the Project to the State and advise the Authority and the Public Entities whether a reduced Award will result from such change of circumstances. If the Award for the Project is reduced, the Public Entities may elect to accept such reduced Award and the parties hereto shall amend the Public Entities' signature page hereto to reflect such change. If the Public Entities elect not to accept the reduced Award or if the Public Entities elect to terminate the Project, the parties shall execute a rescission agreement to evidence the termination of the Award.

Section 2.05 **Termination of Funding Agreement.** This Funding Agreement shall terminate, as between the Public Entities and the Authority, on the first to occur of one of the following events: (i) the date the Public Entities elect to terminate this Funding Agreement, in accordance with Section 2.04 above, (ii) the date on which the Public Entities' Award has been paid in full, or (iii) at 12:01 a.m. on October 16, 2027.

ARTICLE III. REVOLVING FUND

Section 3.01 **Purpose of Revolving Fund.** The purpose of the Revolving Fund established by the State Treasurer pursuant to the Act is to receive certain Eligible Employee Withholding Taxes attributable to the income of new or existing jobs of employees in the State associated with each Partner's FEIN, which amounts shall be used by the Authority to pay the Award and other costs pursuant to the Act.

Section 3.02 **Deposits to Revolving Fund.** The Tax Commission is required by the Act to determine the amount of Eligible Employee Withholding Taxes attributable to the wages and other compensation of employees in the State associated with each Partner's FEIN and to deposit such amounts to the credit of the Revolving Fund.

Section 3.03 **Corporate Income Tax Exception.** Partners that participate in the Program will not be subject to corporate income tax associated with the segregation and payment of withholding taxes to local government entities when such payment is made for the purpose of infrastructure development under the Program.

Section 3.04 **Application of Moneys in the Revolving Fund.** The Authority is authorized by the Act to budget and expend amounts in the Revolving Fund for the purpose of paying such incentive Awards and other costs associated therewith. The Authority agrees that it shall budget and expend all Eligible Employee Withholding Taxes deposited to the Revolving Fund to the payment of the Award and other costs associated therewith. Pursuant to the Act, the Authority agrees to file a claim quarterly with the Office of the Oklahoma State Treasurer and take such other actions as are necessary to transfer all such Eligible Employee Withholding Taxes then on deposit in the Revolving Fund to pay the Award and other costs associated therewith.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

Section 4.01 **Representations and Warranties of the Authority.** The Authority represents and warrants that:

(a) **Existence: Authorization.** The Authority is duly organized and validly existing as a public trust and instrumentality organized under the laws of the State with the State as its beneficiary and has the power and authority to execute and deliver this Funding Agreement and perform the duties contemplated of it thereunder. The Authority has duly adopted a resolution authorizing the execution and delivery of this Funding Agreement and making the Award to the Public Entities hereunder.

(b) Binding Agreements. This Funding Agreement is the legal, valid and binding obligation of the Authority, enforceable against it in accordance with its terms, except that the enforceability thereof may be limited by laws relating to the bankruptcy or insolvency of the Authority or other similar laws affecting creditors' rights generally or by general principles of equity.

(c) No Default. The execution and delivery of this Funding Agreement and the consummation of the transactions contemplated hereby will not conflict with, or constitute a breach of, or default by it under its declaration of trust, bylaws, or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties.

(d) Litigation. There are no actions, suits or proceedings of any type whatsoever pending or, to the best of its knowledge threatened against the Authority, seeking to prevent the execution and delivery of this Funding Agreement or affecting it or its assets, properties or operations which, if determined adversely to it or its interests, could have a material adverse effect upon its assets, properties or operations or the transactions contemplated hereby.

(e) Survival of Representations and Warranties. All covenants, representations and warranties of the Authority made herein shall survive the making of the execution of this Funding Agreement.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF THE PUBLIC ENTITIES

Section 5.01 Representations and Warranties of the Public Entities. The Public Entities represents and warrants that:

(a) Existence. The Public Entities are duly organized and validly existing municipal corporation of the State of Oklahoma or a public trust, both in good standing in the State and have full legal right, power and authority to execute and deliver this Funding Agreement and to carry out and consummate all transactions contemplated thereby. They have, by proper action duly taken, authorized the execution and delivery of this Funding Agreement.

(b) Binding Agreements. This Funding Agreement is the legal, valid and binding obligation of the Public Entities, enforceable against the Public Entities in accordance with its terms, except that the enforceability thereof may be limited by laws relating to the bankruptcy or insolvency of the Public Entities or other similar laws affecting creditors' rights generally or by general principles of equity.

(c) No Default. The execution and delivery of this Funding Agreement and the consummation of the transactions contemplated thereby, including the application of the proceeds of the Award, will not conflict with, or constitute a breach of, or default by it under its certificate of formation, or any statute, indenture, mortgage, deed of trust,

lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties.

(d) Litigation. There are no actions, suits or proceedings of any type whatsoever pending or, to its knowledge, threatened against the Public Entities, seeking to prevent the execution and delivery of this Funding Agreement or affecting it, the Facility or its other assets, properties or operations as to which there is a reasonable possibility of an adverse determination and that if determined adversely to it or its interests could have a material adverse effect upon the Facility, or the financial condition, assets, properties or operations of the Public Entities.

(e) Compliance with Applicable Laws. To its knowledge, the Public Entities have not violated and are not now in violation of any applicable statute, regulation, rule or ordinance of the United States of America or any foreign country, or of any state, municipality or any other jurisdiction, or of any agency thereof, in any respect materially adversely affecting the business, property, assets, operations or condition, financial or otherwise, of the Public Entities and its consolidated subsidiaries, taken as a whole.

(f) Survival of Representations and Warranties. All covenants, representations and warranties of the Public Entities made herein shall survive the making of the Award hereunder and the execution and delivery of this Funding Agreement.

ARTICLE VI. COVENANTS, CONDITIONS AND RESTRICTIONS

Until payment in full of the Award and the performance of all obligations owing to the Authority under this Funding Agreement, unless the Authority shall otherwise consent in writing, the Public Entities covenant and agree as follows:

Section 6.01 Performance of Obligations. The Public Entities will promptly and punctually perform all of its obligations under the terms of this Funding Agreement.

Section 6.02 Use of Award Proceeds. The Public Entities will not use or permit any person, association or entity to use any funds advanced to the Public Entities under this Funding Agreement to (a) defray living expenses, (b) anticipate profit, or (c) defray any other item not directly connected with the Project and payable to unrelated third parties.

Section 6.03 Information. The Public Entities will promptly furnish, or cause to be furnished, to the Authority all reasonably requested information concerning the Project and the financial status of the Public Entities. The Public Entities will furnish, or cause to be furnished, to the Authority and ODOC an invitation to all events located at The Fires Innovation Science & Technology Accelerator (FISTA).

Section 6.04 Transfer of Facility. The Public Entities (a) shall give the Authority and ODOC thirty (30) days' prior written notice of any proposed sale, transfer or conveyance of all or

any portion of the Facility, and (b) shall not sell, transfer or convey all or any portion of the Facility to a person or entity other than an affiliate of the Public Entities, without the prior written consent of ODOC which consent shall not be unreasonably withheld. To enable ODOC to make a determination, the Public Entities shall provide, and it shall cause the proposed transferee to provide, to ODOC such information as ODOC determines to be relevant for the analysis, as contemplated by Section 891.12 of the Act, including, but not limited to, the nature of the proposed transferee's business, its ownership and financial stability and its post-transfer plans for the Project. ODOC shall review its initial determinations with respect to the Project and conduct an additional review to make a determination that the net positive economic benefit of the Project to the State will not be lessened by the transfer. In the event of an adverse determination by ODOC, the Public Entities shall elect one of the remedial options set forth in Section 2.04, hereof. Notwithstanding the foregoing, the Public Entities may transfer or dispose of equipment included in the Facility which is obsolete or no longer used or useful in connection with the Public Entities' business, and the Public Entities may replace equipment included in the Facility in the ordinary course of business.

Section 6.05 Payment of Taxes. All taxes, assessments and governmental charges or levies imposed on the Public Entities or on the Public Entities' assets, income or profits, will be paid prior to the date on which penalties attach thereto. Notwithstanding the foregoing, the Public Entities shall not be required to pay any tax, assessment, charge or levy which is being contested in good faith by proper proceedings.

Section 6.06 Double Dipping.

(a) The Credit Enhancement Reserve Fund shall not be utilized in support of any pooled financing obligations issued pursuant to this Act, prior to the full use of any revenues committed to the repayment of any such pooled obligations.

(b) A Partner may not receive or continue to receive incentive payments pursuant to the Oklahoma Quality Jobs Program Act or claim any investment tax credits otherwise authorized pursuant to Section 2357.4 of Title 68, Oklahoma Statutes 2021, during the period of time that any withholding taxes attributable to the payroll of such Partner are being paid to the Revolving Fund.

Section 6.07 Withholding Taxes.

(a) The Public Entities and each Partner shall enter into such agreements as may be reasonably required by the Authority and the Tax Commission to provide for the segregation of withholding taxes attributable to new direct jobs created or existing payroll retained by the Public Entities and each Partner. The Authority shall be provided such information by the Public Entities and each Partner as may be reasonably required in order to determine the necessary amount of segregated withholding taxes attributable to new direct jobs or existing payroll.

(b) The Tax Commission shall determine, with respect to the withholding taxes attributable to the income of employees engaged in new direct jobs or existing jobs for each Partner, the amount of such withholding taxes required to be deposited to the Revolving Fund, and each Partner shall provide the Tax Commission such information as may be reasonably required to make such determination.

Section 6.08 **Compliance with Laws.** The Public Entities will comply with all statutes, laws, rules and regulations to which the Public Entities are subject or by which its properties are bound or affected, including, without limitation, those pertaining or relating to (a) environmental standards and controls, (b) occupational health and safety standards, (c) equal employment and credit practices and civil rights, and (d) the Facility and the ownership, operation and use thereof, except where the failure to do so would not be reasonably likely to have a material adverse effect on the Public Entities and its consolidated subsidiaries, taken as a whole.

Section 6.09 **Further Assurances.** The Public Entities will, from time to time, promptly cure any defects or omissions in the execution and delivery of or the compliance with this Funding Agreement or the conditions described herein, including the execution and delivery of additional documents reasonably required by the Authority.

ARTICLE VII. GENERAL PROVISIONS.

Section 7.01 **Expenses.** The Public Entities agrees to pay the following fees, expenses and charges in respect to the Award: (a) fees and expenses involved in the closing and administration of the Award, as set forth in Section 2.03, hereof; (b) the reasonable fees and expenses of counsel employed by the Authority in regard to any litigation arising out of or relating to this transaction; and (c) the fees and expenses payable by the Authority which are incidental to the enforcement or defense of this Funding Agreement or any instrument executed pursuant hereto.

Section 7.02 **Hold Harmless.** Except for a successful claim against the Authority by the Public Entities or in the case of the Authority's willful misconduct or gross negligence, the Public Entities will indemnify and hold the Authority harmless from all liability, loss, damages or expense, including reasonable attorney's fees, that the Authority may incur in good faith as a result of entering into this Funding Agreement or making the Award, or in compliance with or in the enforcement of the terms thereof.

Section 7.03 **Notices.** All notices, requests and demands shall be served by first class mail, by overnight delivery or e-mail, as follows:

To the Authority:

The Oklahoma Development Finance Authority
9220 N. Kelley Avenue
Oklahoma City, OK 73131
Attn: President
E-mail: mdavis@okfinance.com

To the Public Entities:

See Public Entities' signature page hereto.

or at such other address as any party hereto shall designate for such purpose in a written notice to the other party hereto. Any notice, request or demand given (i) by first class mail shall be effective and deemed given three business days after being deposited in the United States mail, postage prepaid, (ii) by overnight delivery shall be effective and deemed given on the next business day after being picked up by or delivered to the overnight delivery service, and (iii) by e-mail shall be effective and deemed given on the date sent, if a business day and sent before 5:00 p.m. local time; otherwise, it shall be effective and deemed given on the next business day.

Section 7.04 Construction; Applicable Law. This Funding Agreement shall be deemed to be a contract made under the laws of the State and shall be construed in accordance with the laws of the State. Nothing in this Funding Agreement shall be construed to constitute the Authority as a joint venturer with the Public Entities or to constitute a partnership. The descriptive headings of the paragraphs of this Funding Agreement are for convenience only and shall not be used in the construction of the content of this Funding Agreement.

Section 7.05 Binding Effect; Severability. This Funding Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. In the event any one or more of the provisions contained in this Funding Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect and in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the remaining provisions shall remain in full force and effect.

Section 7.06 Entire Agreement; Conflicting Provisions. This Funding Agreement constitutes the entire agreement of the parties hereto with respect to the Award and all matters arising out of or related thereto, and there are no agreements, understandings, warranties or representations between the parties regarding the financing of the Project other than those set forth herein. In the event of any conflict between or among the provisions of this Funding Agreement and any other agreement between the parties, the provisions of this Funding Agreement shall control.

Section 7.07 Amendment and Assignment. This Funding Agreement may not be amended or modified in any way, except by an instrument in writing executed by the parties hereto; provided, however, the Authority may, in writing: (a) extend the time for performance of any of the obligations of the Public Entities; (b) waive any default by the Public Entities; and (c) waive the satisfaction of any condition that is precedent to the performance of the Authority's obligations under this Funding Agreement. This Funding Agreement shall not be assignable by the Public Entities without the written consent of the Authority and ODOC.

Section 7.08 Counterpart Execution. This Funding Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the day and year first above written.

**THE OKLAHOMA DEVELOPMENT
FINANCE AUTHORITY**

By: 

Name: Michael D. Davis

Title: President

ODFA Signature Page to this Funding Agreement

PUBLIC ENTITIES: City of Lawton and FISTA
AWARD AMOUNT: \$2,500,000
PUBLIC ENTITIES ADDRESS: 200 SW C Ave, Lawton, OK 73501
PUBLIC ENTITIES CONTACT: Krista Ratliff
CONTACT E-MAIL: krista@thefista.com

City of Lawton

By: _____
Name: _____
Title: _____

FISTA

By: Mark Brace
Name: Mark Brace
Title: Chairman

NOTICE ADDRESS:
200 SW C Ave, Lawton, OK 73501
Attn: Krista Ratliff

Public Entities Signature Page to this Funding Agreement

EXHIBIT A

Determination Letter dated August 19, 2025



August 19, 2025

Michael Davis; President & CEO
Oklahoma Development Finance Authority
9220 North Kelley Avenue
Oklahoma City, OK 73131

Carol Schovanec, CPA
Manager of Apportionment and Revenue
Oklahoma Tax Commission
Oklahoma City, OK 73194

Re: Determination Letter – Positive Net Benefit for the P3 Development Pool

Mr. Davis and Ms. Schovanec:

The state of Oklahoma supports the City of Lawton's infrastructure development project that will expand the capabilities of The Fires Innovation Science & Technology Accelerator (FISTA) in Lawton and support Fort Sill through the continued development of interaction between private sector defense companies and Fort Sill at FISTA. FISTA operates in the former Central Mall in Lawton, and with demand for retail space evaporating in recent years due to an increase in online shopping, the City of Lawton purchased Central Mall and began converting it to collaborative and research space intended to benefit Ft. Sill and the defense industry.

Pursuant to 62 O.S. § 891.18, the Oklahoma Department of Commerce has made a review of the information submitted by the city of Lawton and FISTA Innovation Park to the P3 Development Pool. FISTA is a public trust whose beneficiary is the city of Lawton and is eligible as an applicant to the P3 program. The review by the Oklahoma Department of Commerce has determined that there is a positive net benefit to the state of Oklahoma associated with renovating the current space to allow higher value activities to occur in FISTA. Information submitted by the city of Lawton and FISTA include:

- Total renovation and construction costs in excess of \$7.5 million for lighting and FISTA renovation and construction, of which funding will be utilized from the local and federal governments.
- Buildout of Additional Incubator Accelerator Suites providing dedicated spaces for startups and emerging businesses focused on defense-related technologies. FISTA is currently at 119% capacity with multiple partners renting temporary spaces until new Incubator Accelerator Suites can be constructed. This initiative fosters innovation and accelerates the commercialization of military technologies.

The positive net benefit to the state is based on projected future state revenues being greater than projected future state expenditures related to the above project parameters. State revenues include state sales and

Oklahoma Department of Commerce
900 North Stiles Avenue
Oklahoma City, OK 73104



OKLAHOMA

income taxes. State expenditures include, but are not limited to, state expenditures for education, highway, health, public welfare and police protection.

The city of Lawton owns the building that is operated by FISTA, and is a city-owned building, it is a qualifying P3 project where the funds will be utilized for renovation and construction of the facility and may not be used for operations. Regarding the lighting, the city-owned infrastructure will enhance the safety and security of personnel that travel to Fort Sill.

Due to the positive net benefit, if the City of Lawton performs the capital investment for the previously mentioned projects benefitting Fort Sill, the City of Lawton and FISTA will be allowed to capture, on a quarterly basis, state withholding taxes from the U.S. Department of Defense under the Defense Finance and Accounting Services (DFAS) FEI totaling \$2,500,000 over two years. DFAS reports withholding taxes to the Oklahoma Tax Commission under DFAS' FEI is 34-0727612. The percentage of withholdings from DFAS that should be associated with this award is 8%, which is the current proportion of federal civilian employees at Fort Sill compared to the state as a whole.

Commerce will request receipts from FISTA. If there are excess funds remaining on a specific project after the completion of its renovation or construction, then ODFA may return the collected funds back to the general revenue fund.

This award will expire in 180 days if recipient has not executed Pooled Finance Incentive documents with ODFA. If you have any questions, please contact Jon Chiappe, of this office at 405.815.5210.

Sincerely,

Heather Turner

Deputy CEO & Executive Director | CORE, Oklahoma Department of Commerce

Cc: City of Lawton and FISTA

Oklahoma Department of Commerce
900 North Stiles Avenue
Oklahoma City, OK 73104

Item Title:

Consider holding a public hearing, considering an ordinance for a change of zoning request for the 320-acre parcel of vacant land owned by the Comanche County Industrial Development Authority, being the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., located west of NW 97th Street/NW Goodyear Blvd, east of NW 112th St and north of what would be the extension of W Gore Blvd for Firehawk Aerospace, and considering a Use Permitted on Review on a portion thereof, and take appropriate action as deemed necessary.

Initiator: Christine James, Director

Information Source: Christine James, Director

Background:

On May 28, 2025, the Lawton Economic Development Authority was awarded a Pooled Finance Act grant in the aggregate amount of \$18 million. Later that same day the Governor announced that Firehawk Aerospace had chosen Lawton, Oklahoma for their new manufacturing facility and the forementioned 320-acre parcel would be preferred location for that facility. Lawton has always been a community that supports our military and the necessary defense of our Nation. Firehawk Aerospace already has a presence within the FISTA, and we are thrilled that they are working on a permanent manufacturing facility within the Lawton/Fort Sill community. This is an important step in establishing Southwest Oklahoma as a location of choice for the defense industry. More importantly however, is that Firehawk Aerospace is actively working to strengthen the US supply chain in the area of missile systems and advanced missile technologies. These capabilities are essential for conducting combat operations and are integral to the nation's defense strategy and the fortification of the nation's supply chain for national security.

Comanche County Industrial Development Authority (CCIDA) and the Lawton Economic Development Authority (LEDA) have since been working with Firehawk Aerospace to secure their investment within the Lawton-Ft. Sill area. Representatives from Firehawk, CCIDA, LEDA, and the City were invited to a neighborhood meeting on July 9, 2025 to answer questions and concerns of the adjacent residents. After the neighborhood discussion and Firehawk agreed that I-4 zoning would not be necessary for the entire 320 tract. Therefore the rezoning request was modified to divided the property into three tracts each with their own zoning designation.

Tract 1 described below is requesting to go from the A-1 General Agricultural District to I-1 Restricted Manufacturing and Warehouse District; Tract 2 described below from the A-1 General Agricultural District to I-3 Light Industrial District; Tract 3 described below from the A-1 General Agricultural District to I-4 Heavy Industrial District zoning classifications; and Tract 3 is also requesting a Use Permitted on Review (UPOR) to allow energetics manufacturing, assembly, and compliance verification. Below are the legal descriptions for the requested area:

Tract 1 I-1

The West One Thousand (1,000) feet of the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, approximately 60 acres.

Tract 2 I-3

The North One Thousand (1,000) feet of the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the West One Thousand (1,000) feet, therefore Tract 2 is approximately 100 acres.

Tract 3 I-4 and Use Permitted on Review

The South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the West One Thousand (1,000) feet and North One Thousand (1,000) feet, therefore Tract 3 is approximately 160 acres.

The Zoning of the surrounding area is:

North - A-1 & Not in City Limits
South - A-1
East - A-1
West - Not in City Limits

The Land Use Plan for the surrounding area

North - Industrial & Not in City Limits
South - Industrial
East - Agriculture
West - Not in City Limits

The City Planning Commission held a public hearing on September 25, 2025 and voted to recommend approval with a vote of 6-0.

The Notice of Public Hearing was mailed to 68 owners of property within 300 feet of the requested area on October 3, 2025, and proper notice was published in *The Lawton Constitution* on October 5, 2025.

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

Ordinance 25-_____
Use Permitted on Review Certificate
Site Plan
Location Map
Public Hearing Notices

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve Ordinance 25-_____, waive the reading of the ordinance, read the title only and approve a Use Permitted on Review Certificate.

ATTACHMENTS:

1. Ordinance No. 25-
2. UPOR Certificate_Firehawk
3. Firehawk_site plan
4. Firehawk_location map
5. Executed Notice CC Firehawk Rezone
6. Executed Newspaper CC Firehawk Rezone

ORDINANCE NO. 2025-__

AN ORDINANCE CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE A-1 GENERAL AGRICULTURE DISTRICT TO I-1 RESTRICTED MANUFACTURING AND WAREHOUSE DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1) HEREOF; CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE A-1 GENERAL AGRICULTURE DISTRICT TO I-3 LIGHT INDUSTRIAL DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION TWO (2) HEREOF; AND CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE A-1 GENERAL AGRICULTURE DISTRICT TO I-4 HEAVY INDUSTRIAL DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION THREE (3) HEREOF; AND AUTHORIZING CHANGES TO BE MADE UPON THE OFFICIAL ZONING MAP IN ACCORDANCE WITH THIS ORDINANCE

WHEREAS, the zoning changes to be made by this ordinance have been recommended for approval by the City Planning Commission; and

WHEREAS, legal notice has been given and a public hearing held regarding the said changes.

NOW, THEREFORE, be it ordained by the Council of the City of Lawton, Oklahoma, that:

SECTION 1. The following described tract of land, to-wit:

The West One Thousand (1,000) feet of the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, approximately 60 acres,

be and the same hereby is changed from the existing classification of the A-1 General Agriculture District to I-1 Restricted Manufacturing and Warehouse District zoning classification.

SECTION 2. The following described tract of land, to-wit:

The North One Thousand (1,000) feet of the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the West One Thousand (1,000) feet, approximately 100 acres,

be and the same hereby is changed from the existing classification of the A-1 General Agriculture District to I-3 Light Industrial District zoning classification.

SECTION 3. The following described tract of land, to-wit:

The South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the West One Thousand (1,000) feet and North One Thousand

(1,000) feet, approximately 160 acres,

be and the same hereby is changed from the existing classification of the A-1 General Agriculture District to I-4 Heavy Industrial District zoning classification.

SECTION 4. The changes be made upon the Official Zoning Map and/or sheets thereof reflecting the changes described in this ordinance and the Mayor and City Clerk are hereby authorized to execute the entry on said Official Zoning Map describing the nature of the changes.

PASSED and APPROVED by the Mayor and Council of the City of Lawton this 28th day of October, 2025.

ATTEST:

STANLEY BOOKER, MAYOR

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 CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE A-1 GENERAL AGRICULTURE DISTRICT TO I-1 RESTRICTED MANUFACTURING AND WAREHOUSE DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1) HEREOF; CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE A-1 GENERAL AGRICULTURE DISTRICT TO I-3 LIGHT INDUSTRIAL DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION TWO (2) HEREOF; AND CHANGING THE EXISTING ZONING CLASSIFICATION FROM THE A-1 GENERAL AGRICULTURE DISTRICT TO I-4 HEAVY INDUSTRIAL DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION THREE (3) HEREOF; AND AUTHORIZING CHANGES TO BE MADE UPON THE OFFICIAL ZONING MAP IN ACCORDANCE WITH THIS ORDINANCE

Brief Gist

This ordinance changes the zoning classification of the property located west of NW 97th Street/NW Goodyear Blvd, east of NW 112th St and north of what would be W Gore Blvd from A-1 General Agriculture District to I-1 Restricted Manufacturing and Warehouse District (approximately 60 acres), to I-3 Light Industrial District (approximately 100 acres), to I-4 Heavy Industrial District (approximately 160 acres). The City of Lawton is administratively requesting this change that includes approximately 320 acres total. The City Planning Commission held a public hearing on September 25, 2025, and recommended approval to the request.

PASSED and APPROVED by the Council of the City of Lawton, Oklahoma, this 28th day of October, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in *The Lawton Constitution* this _____ day of _____)

, 2025.)

CERTIFICATE
CITY COUNCIL
APPROVAL OF A USE PERMITTED ON REVIEW

I, Stanley Booker, Mayor of the City of Lawton, County of Comanche, State of Oklahoma, do hereby certify that on the _____ day of _____, 2025, the Lawton City Council approved a Use Permitted on Review pursuant to Section 18-1-1-113, Chapter 18, Lawton City Code, 2015 for the property more specifically described below:

The South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the West One Thousand (1,000) feet and North One Thousand (1,000) feet, approximately 160 acres,

Approved Use: energetics manufacturing, assembly, and compliance verification

The attached approved site plan is binding and made part of this Use Permitted on Review and shall only be revised in accordance with Section 18-1-1-114.1, Lawton City Code, 2015.

The above listed approved use must be established within five (5) years after the council approval. In any case where the use permitted on review is not activated within the specified time limit or where the use permitted on review has been discontinued for one year, then the authority for such use permitted on review ceases to exist, and the owner must reapply in order to establish or re-establish said use permitted on review.

CITY OF LAWTON,
a Municipal Corporation

Stanley Booker, Mayor

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2025, personally appeared Stanley Booker to me known to be the identical person who executed the within and 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 of such corporation for the uses and purposes therein set forth.

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

SEAL

NOTARY PUBLIC

Commission Expires: _____

Commission Number: _____

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

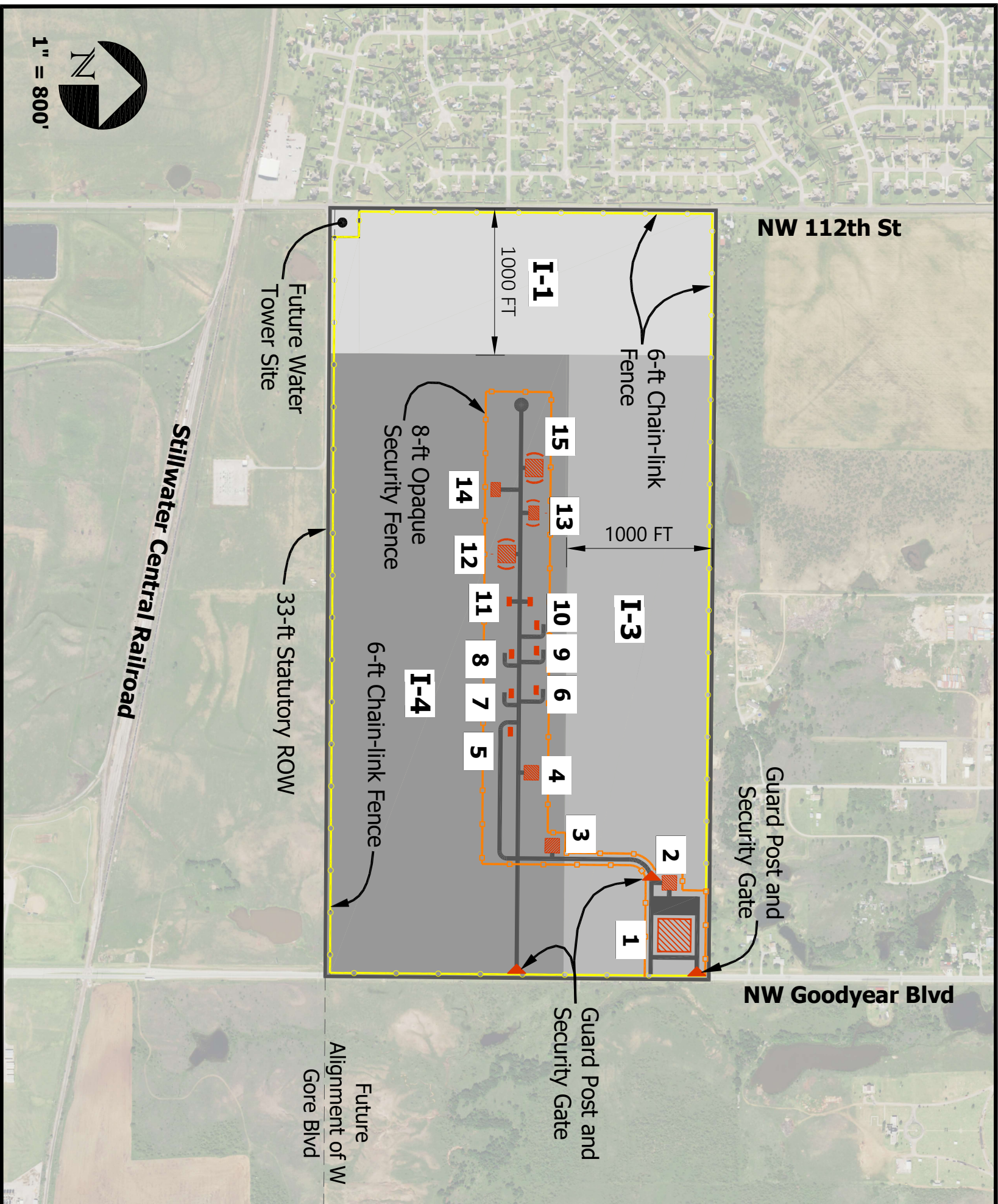
Timothy Wilson, Interim CITY ATTORNEY

Firehawk Aerospace

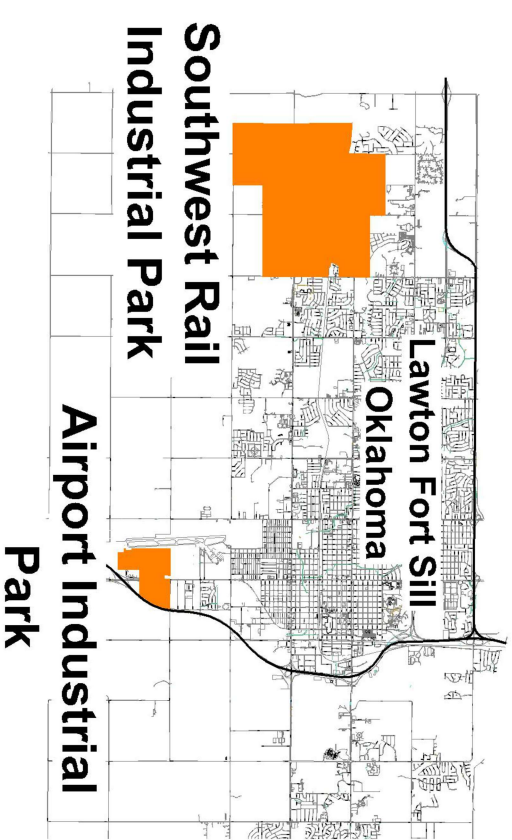
Southwest Rail Industrial Park, Lawton-Fort Sill, Oklahoma

Legal Description of Property: The South $\frac{1}{2}$ of Section 25, T2N, R13W, I.M.

Uses within the I-4 Zoning District: Energetics Manufacturing, Assembly, and Compliance Verification; to include a laboratory, shipping and receiving of energetic materials, storage of raw, process, and energetic materials, quality control/batch testing, processing of energetic materials and additive manufacturing, and assembly of the propellant and rocket casings.



Building Schedule		
#	Name	Size (W x L x H)(Max Bldg Area)
1	Main Building	225' x 225' x 50' (50,625 sq. ft)
2	Control Room	100' x 100' x 30' (10,000 sq. ft)
3	Energetics Lab	100' x 100' x 30' (10,000 sq. ft)
4	Energetics Shipping/Receiving	100' x 100' x 50' (10,000 sq. ft)
5	ECM 1	30' x 60' x 13' (1,800 sq. ft)
6	ECM 2	30' x 60' x 13' (1,800 sq. ft)
7	ECM 3	30' x 60' x 13' (1,800 sq. ft)
8	ECM 4	30' x 60' x 13' (1,800 sq. ft)
9	AGM 1	30' x 60' x 10' (1,800 sq. ft)
10	AGM 2	30' x 60' x 10' (1,800 sq. ft)
-	ECM (Optional)	30' x 60' x 10' (1,800 sq. ft)
11	Test Stands (2)	30' x 60' x 20' (1,800 sq. ft)
12	Assembly Building	125' x 125' x 40' (15,625 sq. ft)
13	Extruder Building	75' x 100' x 40' (7,500 sq. ft)
14	AP Grinder Building	60' x 100' x 40' (6,000 sq. ft)
15	Printer Building	125' x 125' x 40' (15,625 sq. ft)

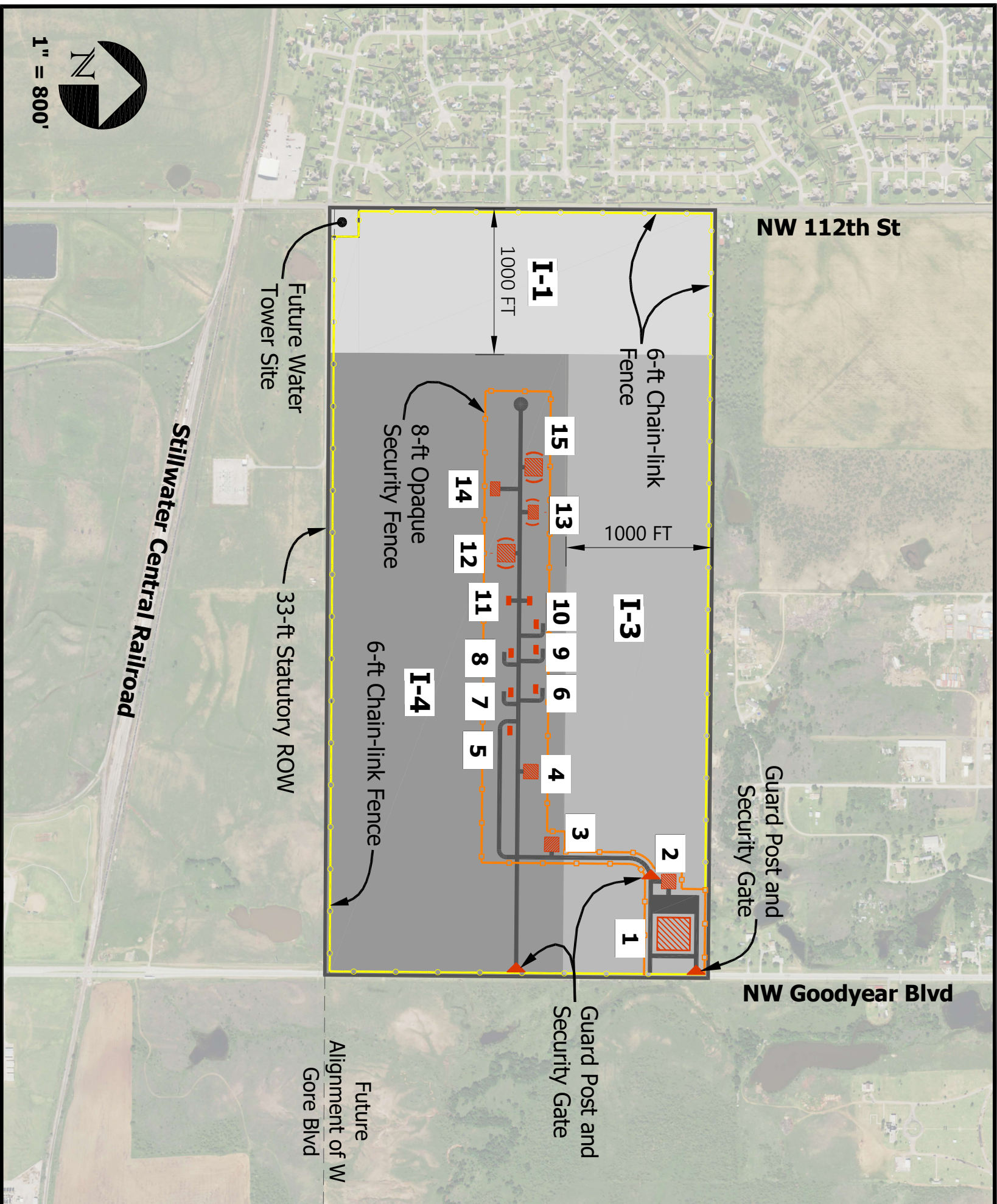


Firehawk Aerospace

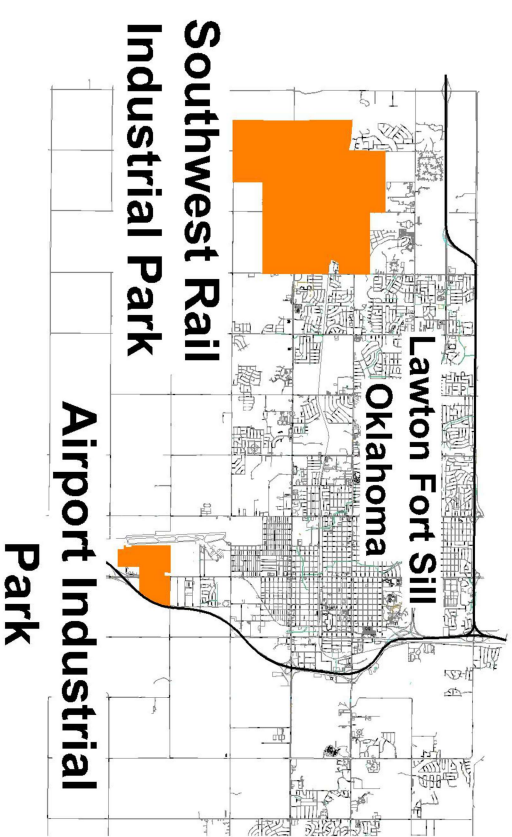
Southwest Rail Industrial Park, Lawton-Fort Sill, Oklahoma

Legal Description of Property: The South $\frac{1}{2}$ of Section 25, T2N, R13W, I.M.

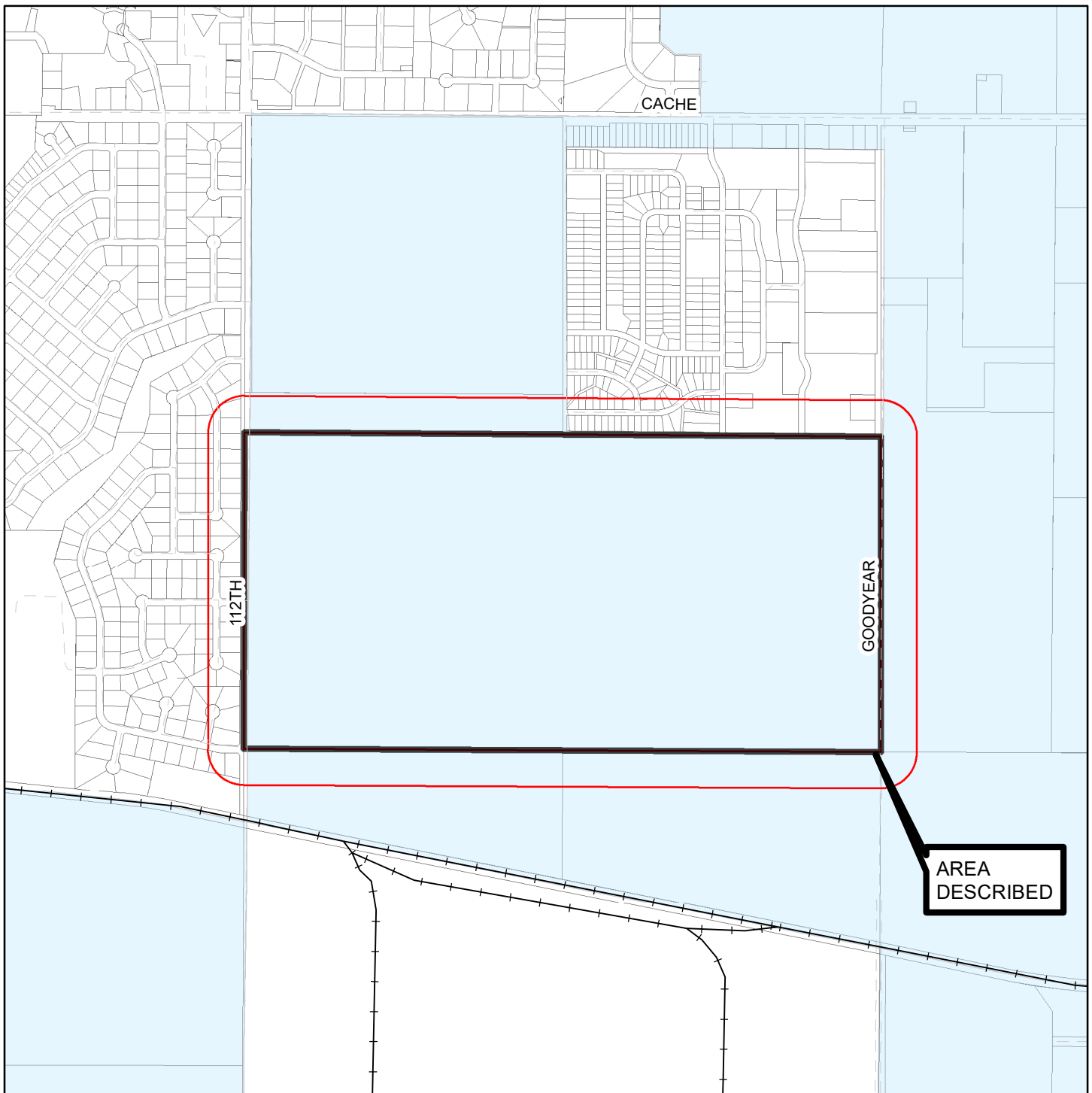
Uses within the I-4 Zoning District: Energetics Manufacturing, Assembly, and Compliance Verification; to include a laboratory, shipping and receiving of energetic materials, storage of raw, process, and energetic materials, quality control/batch testing, processing of energetic materials and additive manufacturing, and assembly of the propellant and rocket casings.



Building Schedule		
#	Name	Size (W x L x H)(Max Bldg Area)
1	Main Building	225' x 225' x 50' (50,625 sq. ft)
2	Control Room	100' x 100' x 30' (10,000 sq. ft)
3	Energetics Lab	100' x 100' x 30' (10,000 sq. ft)
4	Energetics Shipping/Receiving	100' x 100' x 50' (10,000 sq. ft)
5	ECM 1	30' x 60' x 13' (1,800 sq. ft)
6	ECM 2	30' x 60' x 13' (1,800 sq. ft)
7	ECM 3	30' x 60' x 13' (1,800 sq. ft)
8	ECM 4	30' x 60' x 13' (1,800 sq. ft)
9	AGM 1	30' x 60' x 10' (1,800 sq. ft)
10	AGM 2	30' x 60' x 10' (1,800 sq. ft)
-	ECM (Optional)	30' x 60' x 10' (1,800 sq. ft)
11	Test Stands (2)	30' x 60' x 20' (1,800 sq. ft)
12	Assembly Building	125' x 125' x 40' (15,625 sq. ft)
13	Extruder Building	75' x 100' x 40' (7,500 sq. ft)
14	AP Grinder Building	60' x 100' x 40' (6,000 sq. ft)
15	Printer Building	125' x 125' x 40' (15,625 sq. ft)



Rezoning S/2 of 25-2N-13W



Legend

- Street Centerline
-  S/2 25-2N-13W Parcel
-  300ft
-  City Limits



0 600 1,200 2,400 Feet



CITY OF LAWTON PLANNING DEPARTMENT

212 SW 9th Street, Lawton, Oklahoma 73501
Phone (580) 581-3375 • www.lawtonok.gov

October 1, 2025

NOTICE OF PUBLIC HEARING FOR A REZONING REQUEST AND A USE PERMITTED ON REVIEW

The City of Lawton desires to administratively change the zoning and request a Use Permitted on Review for the 320-acre parcel of vacant land located west of NW 97th Street/NW Goodyear Blvd, east of NW 112th St and north of what would be W Gore Blvd.

The Lawton City Council (CC) will conduct a public hearing at 6:00 p.m. on **Tuesday, October 28, 2025**, in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma to consider a change of zoning of Tract 1 described below from the A-1 General Agricultural District to I-1 Restricted Manufacturing and Warehouse District; consider a change of zoning of Tract 2 described below from the A-1 General Agricultural District to I-3 Light Industrial District; consider a change of zoning of Tract 3 described below from the A-1 General Agricultural District to I-4 Heavy Industrial District zoning classifications; and a Use Permitted on Review to allow energetics manufacturing, assembly, and compliance verification upon Tract 3. Below are the legal descriptions for the requested area:

Tract 1 I-1

The West One Thousand (1,000) feet of the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, approximately 60 acres.

Tract 2 I-3

The North One Thousand (1,000) feet of the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the West One Thousand (1,000) feet, approximately 100 acres.

Tract 3 I-4 and Use Permitted on Review

The South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the West One Thousand (1,000) feet and North One Thousand (1,000) feet, approximately 160 acres.

The above-described properties are shown on the attached map as the "Area Described." Also attached is a proposed site plan for the Use Permitted on Review (UPOR) request.

You are receiving this notice because your property is located within 300 feet of the requested area. If you desire to make a statement for or against said request at this location, you are invited to appear in person, by petition, or by attorney to state your position to the City Council on the above date.

The CPC held a public hearing on September 25, 2025, and voted to recommend approval of the above requests as presented. Their recommendation will be presented to the Lawton City Council. If you wish to submit a petition to the City Council, it must be submitted to the City Clerk at least three (3) days prior to the public hearing. If you have any questions regarding this notice, please call the Planning Department at (580) 581-3375.

CITY OF LAWTON, OKLAHOMA

Tammy Branstetter - for -
DONALYNN BLAZEK-SCHERLER, CITY CLERK

Attachments – Location Map
UPOR Site Plan



NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Title 11, Oklahoma State Statutes, and Sections 18-1-1-113 and 18-1-1-114, Chapter 18, Lawton City Code, 2015, that the Lawton City Council will conduct a public hearing at 6:00 p.m. on the 28th day of October, 2025, in the Wayne Gilley Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma, for the following purpose:

To consider a change of zoning of Tract 1 described below from the A-1 General Agricultural District to I-1 Restricted Manufacturing and Warehouse District; consider a change of zoning of Tract 2 described below from the A-1 General Agricultural District to I-3 Light Industrial District; consider a change of zoning of Tract 3 described below from the A-1 General Agricultural District to I-4 Heavy Industrial District zoning classifications; and a Use Permitted on Review to allow energetics manufacturing, assembly, and compliance verification upon Tract 3. Below are the legal descriptions for the requested area:

Tract 1

The West One Thousand (1,000) feet of the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, approximately 60 acres.

Tract 2

The North One Thousand (1,000) feet of the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the West One Thousand (1,000) feet, approximately 100 acres.

Tract 3

The South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the West One Thousand (1,000) feet and North One Thousand (1,000) feet, approximately 160 acres.

Said changes are being requested administratively and were recommended for approval by the City Planning Commission.

Any parties having an interest and any citizens desiring to be heard shall be afforded an opportunity to be heard at said public hearing.

CITY OF LAWTON, OKLAHOMA

 -for-
DONALYNN BLAZEK-SCHERLER, CITY CLERK



(Published in *The Lawton Constitution* this 5th day of October, 2025.)

Item Title:

Consider and take action in accepting the final report of the Ellsworth Dam and Lawtonka Dam Gate Operations Study conducted by Jacobs Engineering and adopting the updated gate operations policy.

Initiator: Willie Whisenhunt, Director

Information Source: Willie Whisenhunt, Director

Background:

The City of Lawton undertook an initiative to develop a gate operation policy such that it would meet specific dam safety, water supply, and downstream discharge and inundation duration criteria. As part of the ongoing Ellsworth Spillway analysis conducted by Jacobs Engineering, an evaluation of the existing spillway gate operations was performed. To facilitate developing an updated gate operations policy for both Lake Lawtonka and Lake Ellsworth, Public Utilities Department submitted an application to be considered for the Oklahoma Water Resources Board FEMA High Hazard Potential Dams (HHPD) Grant FY21 in August 2022. The Grant is a 65% FEMA/35% Local match program. On August 31, 2022, the Department of Public Utilities was notified by OWRB that the Lawtonka and Ellsworth Gate Operation Policies Project was approved by FEMA and the City of Lawton has been awarded two grants to support updating both Gate Operation Policies. The City Council approved the original agreement, and it was executed on September 13, 2022. An updated agreement was executed on April 25, 2023.

The study is now complete, and the Final Report has been submitted. The Final Report includes an update to the Gate Operations Policy for Ellsworth Dam and Lawtonka Dam.

Total funds used came to \$239,435.81, which broke down to \$155,633.17 paid through grant funds and \$83,802.64 in matching funds paid through the 2019 CIP 1/2 cent Water/Wastewater Funds.

Correlation to the True North Statement:

This study relates to the value of Safe Community in the True North Culture Statement.

Exhibit:

Recommendation to Accept, 2025 Gate Operations Study Final Report

Key Issues:

Does City Council wish to adopt the updated gate operations policy for Ellsworth Dam and Lawtonka Dam?

Funding Source:

Project is paid for: Total funds used came to \$239,435.81, which broke down to \$155,633.17 paid through grant funds and \$83,802.64 in matching funds paid through the 2019 CIP 1/2 cent Water/Wastewater Funds.

Recommended Action:

Accept the final report of the Ellsworth Dam and Lawtonka Dam Gate Operations Study conducted by Jacobs Engineering and adopt the updated gate operations policy for Ellsworth Dam and Lawtonka Dam.

ATTACHMENTS:

1. Ellsworth and Lawtonka Gate Operations Study-FINAL
2. Recommendation to Accept

Ellsworth Dam and Lawtonka Dam 2025 Gate Operations Study

City of Lawton Public Utilities Department

Ellsworth Dam and Lawtonka Dam Gate Operations Study
August 20, 2025



Ellsworth Dam and Lawtonka Dam 2025 Gate Operations Study

Client Name: City of Lawton Public Utilities Department
Project Name: Ellsworth Dam and Lawtonka Dam Gate Operations Study
Client Reference: Lawton MSA **Project No.:** WFXS0700
Document No.: 01 **Project Manager:** Lisa Cox
Version: Draft **Prepared By:** Ken Hansen, P.E.
Shinjiro Miyawaki
Patrick Gervais, P.E.
Date: August 20, 2025 **File Name:** Ellsworth and Lawtonka Gate
Operations Study_Katie Draft.docx

Document History and Status

Version	Date	Description	Author	Checked	Reviewed	Approved
0	10/10/2025	Final	K. Hansen S. Miyawaki P. Gervais		K. Nielsen	

Distribution of Copies

Version	Issue approved	Date issued	Issued to	Comments

Jacobs Engineering Inc.

401 S. Boston Avenue
Suite 330
Tulsa, OK 740103
United States

T +1.918.583.3057
www.jacobs.com

© Copyright 2025 Jacobs Engineering Inc. All rights reserved. The content and information contained in this document are the property of the Jacobs group of companies ("Jacobs Group"). Publication, distribution, or reproduction of this document in whole or in part without the written permission of Jacobs Group constitutes an infringement of copyright. Jacobs, the Jacobs logo, and all other Jacobs Group trademarks are the property of Jacobs Group.

NOTICE: This document has been prepared exclusively for the use and benefit of Jacobs Group client. Jacobs Group accepts no liability or responsibility for any use or reliance upon this document by any third party.

Executive Summary

This report details the development of an update to the gate operations for the spillways of Ellsworth Dam and Lawtonka Dam, that are located near Lawton, Oklahoma. A review of the gate operating policies during the design of Lake Ellsworth Spillway Repair by Jacobs in 2017 revealed deficiencies that could cause unsafe operations of the spillway gates. The main deficiency is that there are combinations of gate opening and lake elevation with the spillway gates attempting to regulate flow with openings that are too large relative to the upstream water height above the spillway crest or insufficient submergence of the gate opening. Operating in these zones has the potential for unstable flow and potentially spillway surge that could damage the spillway gates so they could not open to the fully raised height and compromise the spillway capacity for passing flood flows. At Ellsworth, this potential flow instability would happen at approximately a 10-foot gate opening. The gate is capable of a 17-foot gate opening when fully raised. At Lawtonka, this flow instability currently happens at approximately an 8-foot gate opening as well with gate being capable of a 10-foot opening when fully raised. The other deficiencies are providing gate freeboard to reduce the potential of overtopping gates and the current estimate of spillway flow capacity not being correct. CFD modeling of the spillways was performed to inform the hydraulic capacity and flow characteristics. At Ellsworth's spillway, the CFD model also provided the lake elevation when flow may transition from ogee flow to orifice flow.

This study examines the current gate operations of both dams and proposes modifications to develop a 2025 Gate Operating Policy that mitigates the deficiencies while maintaining the criteria of the current gate operation policy. The current gate operation policy adopted in 2001 was developed by the City of Lawton to meet specific water supply, reduce downstream flood discharges, meet inundation duration criteria, and achieve dam safety for passing the inflow design flood (IDF). The 2025 Gate Policy adopted and integrated these policies while implementing different strategies of opening the spillway gates to not have the noted deficiencies.

Figure ES-1 presents a comparison of the current and 2025 gate operation policy at different lake elevations for Ellsworth spillway. The significant changes in gate operation policy for Ellsworth Dam to mitigate deficiencies are:

1. For initial gates openings of less than approximately 1-foot, to open the gates more relative to the lake elevation to increase the gate freeboard from 0 to provide approximately 5 inches.
2. Maintain a near similar relationship of reservoir stage to reservoir flow releases (stage-discharge) as the current gate policy up to a gate opening of 8-foot that corresponds to a spillway flow of approximately 41,000 cfs.
3. For lake elevations between 1239.25 and 1246, sequentially open all 15 of the spillway gates to the fully raised position (17-foot gate opening) with the flow changing from orifice flow to ogee flow. A fully raised gate provides the highest potential for the spillway to pass flood events.
4. The spillway will be operating in ogee flow up to lake elevation 1246 with a flow of almost 116,000 cfs when the water surface will impact the bottom of the raised gate, the flow will potentially be unstable as it transitions back to orifice flow as the lake elevation approaches 1250.

The City of Lawton had Jacobs investigate the cost to increase the gate opening from 17-foot to approximately 22-foot at Ellsworth spillway gate to avoid the unstable flow and potential damage to the gates. The conclusion was that the cost was prohibitive for a low probability of high flood event that may

damage the gates and lose the ability to close gates for water supply. The risk was acceptable provided the spillway can still pass the IDF without overtopping the dam.

Figure ES-1. Comparison of Gate Openings for the 2025 Gate Operation Policy at Ellsworth Dam over the Operating Range of Lake Elevations

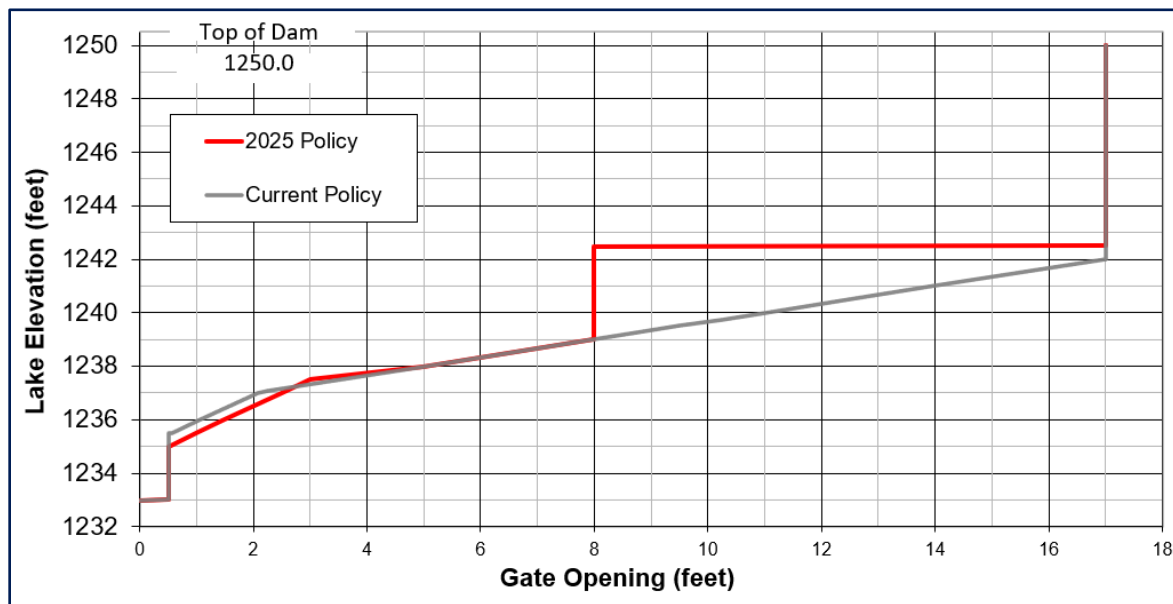
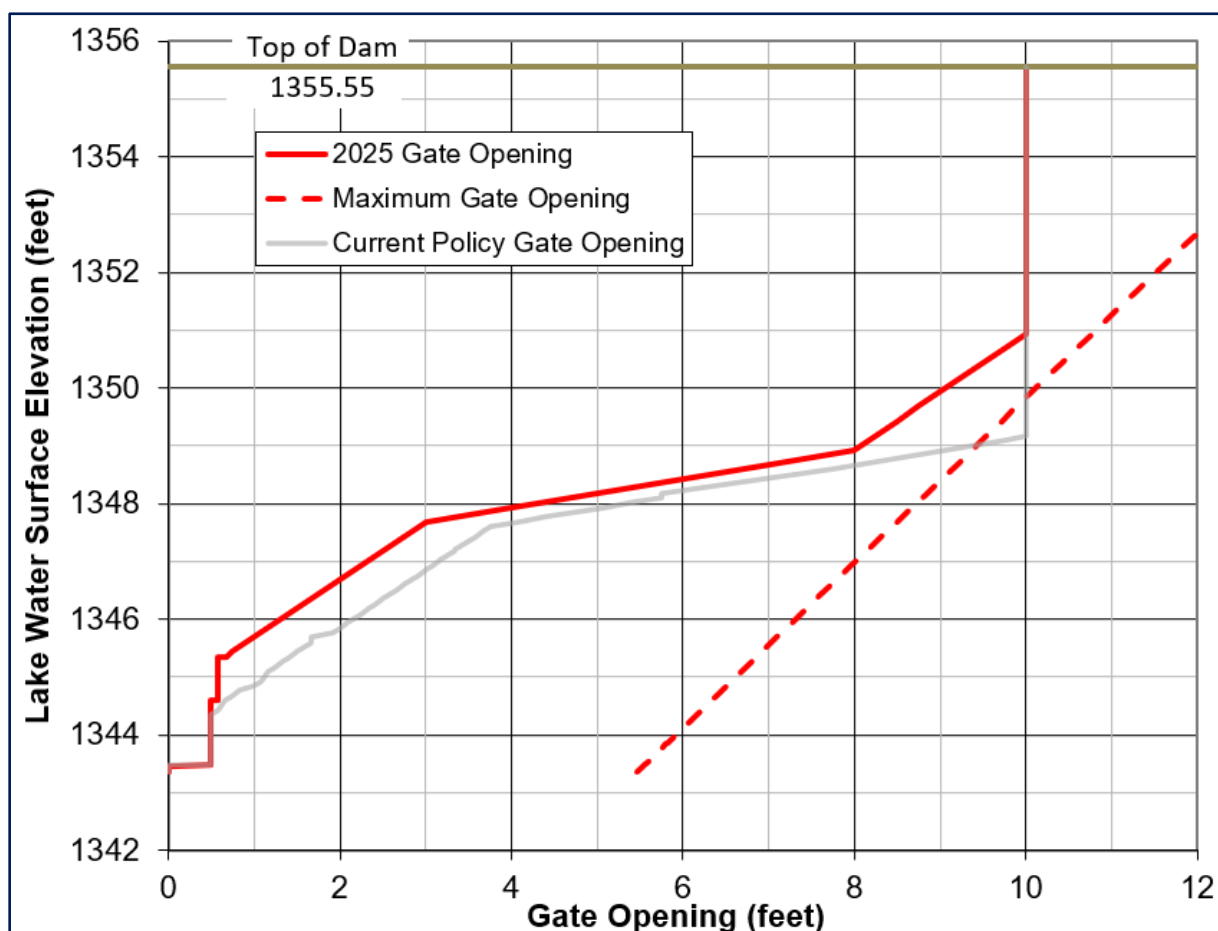


Figure ES-2 presents a comparison of the current and 2025 gate operation policy at different lake elevations for Lawtonka spillway. The significant changes in gate operation policy for Lawtonka Dam to mitigate deficiencies are:

1. The City of Lawton identified that at the initial opening of the gates (less than 1 foot) there is an opportunity to reduce the opening and store flood flows to have less impact to downstream interests. Per the City of Lawton, when the gate openings are greater than approximately 9 inches they start getting issues downstream. The gate freeboard was decreased from approximately 20 inches to 10 inches to allow the lake elevation to rise before opening the gates past approximately 8 inches. Having 10 inches of gate freeboard is practical for safe operation of the gates while also providing additional attenuation of flood flows to further mitigate impacts to downstream interests.
2. Maintain a similar relationship of reservoir stage to reservoir flow releases (stage-discharge) as the current gate policy up to a gate opening of 8-foot that corresponds to a lake elevation of 1349 and spillway flow of approximately 23,000 cfs.
3. Above lake elevation 1349, the potential for operating in the unstable region of regulating flows is eliminated by reducing the rate of opening the gate from 4 times the rise of the lake elevation to being the same rate as the rise of the lake elevation until it is fully raised with a gate opening of 10 feet.

Figure ES-2. Comparison of Gate Openings for the 2025 Gate Operation Policy at Lawtonka Dam over the Operating Range of Lake Elevations



To meet the dam safety criteria, the gate operations require the routing of the Inflow Design Flood (IDF) through the reservoirs. Both dams are large high, hazard dams built before June 13, 1973, and therefore the required IDF is defined as 75% of the computed Probable Maximum Flood (PMF). The requirement is promulgated under Oklahoma Administrative Code, §785:25-3-6. Additional flood modeling was performed to provide the magnitude of PMF for a dam crest flood (DCF) to inform what magnitude of PMF has a lake elevation that reaches the dam crest elevation. In addition, it was informative for Ellsworth Dam to determine the magnitude of the PMF when the ogee water surface would hit the bottom of the fully raised gates and potentially trigger a flow reduction with orifice flow (1246 Lake Elevation Flood).

An update to the PMF was performed for Ellsworth Lake. A hydrology report prepared by Jacobs (Jacobs 2024) provides details on the calculation of the PMP and PMF for inflows to Lake Ellsworth. The current PMF inflows were used for Lake Lawtonka obtained from the HEC-1 input file from the 2000 gate policy evaluation. The 2000 evaluation cites the PMF inflows came from the Phase I Inspection Report for Lake Lawtonka (USACE and OWRB 1978).

The hydrographs were routed through each reservoir in separate models to simulate the lake hydraulics. The routing for Ellsworth Dam was completed in HEC-HMS v 4.11 (USACE 2024), in the same model that was used to develop the PMF analysis. The routing for Lawtonka Dam was done using HEC-1 and the same HEC-1 input file updated with the stage-discharge relationship from the 2025 gate operation policy. Table ES-1 summarizes the flood routing results for Lake Ellsworth, and Table ES-2 summarizes the flood

routing results for Lake Lawtonka. A relative comparison of the updated and previous 1978 PMF was performed for Ellsworth Dam using the 2025 gate operation policy. The results demonstrated the 1978 PMF had a higher peak lake elevation of 1248.77 indicating it was likely a more conservative PMF.

Table ES-1. Lake Ellsworth Routing Results

Routed Flood Event	Fraction of PMF	Peak Stage (feet, NGVD29)	Peak Storage (acre-feet)	Peak Inflow Rate (cfs)	Peak Outflow Rate (cfs)
IDF	75%	1248.39	174,564	238,163	115,619
DCF	82.5%	1250.0	188,926	261,979	121,248
1246 Foot Peak Lake Elevation	63%	1246.0	152,934	203,232	115,709

IDF: Inflow Design Flood; DCF: Design Crest Flood; PMF: Probable Maximum Flood; cfs: cubic-feet-per-second

Table ES-2. Lake Lawtonka Routing Results

Routed Flood Event	Fraction of PMF	Peak Stage (feet, NGVD29)	Peak Storage (acre-feet)	Peak Inflow Rate (cfs)	Peak Outflow Rate (cfs)
IDF	75%	1355.24	84,720	101,894	36,669
DCF	77%	1355.55	85,661	104,611	37,126

IDF: Inflow Design Flood; DCF: Design Crest Flood; PMF: Probable Maximum Flood; cfs: cubic-feet-per-second

The recommendation is that the 2025 gate operation policy be accepted by OWRB and implemented by the City of Lawton. The tables for the 2025 gate operation policy for Ellsworth Dam and Lawtonka Dam are presented in Appendix A and Appendix B, respectively.

Contents

Executive Summary.....	ES-1
Acronyms and Abbreviations.....	iv
1. Introduction	1-1
1.1 Objective	1-1
1.2 Background	1-1
1.3 Overview of Current Gate Operation Policy	1-1
1.4 Limitations	1-1
2. Hydraulic Deficiencies of Current Gate Operations	2-1
2.1 Descriptions.....	2-1
2.1.1 Gate Freeboard	2-1
2.1.2 Large Gate Openings	2-2
2.1.3 Hydraulic Capacity	2-4
2.2 Ellsworth Dam	2-4
2.3 Lawtonka Dam.....	2-7
3. Hydraulic Capacity Evaluation	3-1
3.1 CFD Modeling	3-1
3.2 Ellsworth Dam	3-1
3.3 Lawtonka Dam.....	3-3
4. 2025 Gate Operation Policy.....	4-1
4.1 Adapted Criteria from 2000 Gate Policy.....	4-1
4.1.1 Maintaining Current Water Supply.....	4-1
4.1.2 Discharge Criteria for Lawton.....	4-1
4.1.3 Inundation Criteria at Walters	4-1
4.1.4 Maintaining Dam Safety	4-2
4.2 Hydraulic Criteria.....	4-2
4.3 Ellsworth Dam Policy Modifications	4-3
4.4 Lawtonka Dam Policy Modifications.....	4-6
5. Flood Modeling	5-1
5.1 Ellsworth Dam	5-1
5.1.1 Probable Maximum Flood Hydrology.....	5-1
5.1.2 Stage-Volume Relationship.....	5-1
5.1.3 Percentage of PMF Inflows.....	5-2
5.1.4 Inflow Design Flood Routing Results	5-2
5.1.5 Dam Crest Flood Routing Results.....	5-3

5.1.6	1246 Lake Elevation Flood Results	5-4
5.2	Lawtonka Dam.....	5-4
5.2.1	Probable Maximum Flood Hydrology.....	5-4
5.2.2	Stage-Volume Relationship.....	5-6
5.2.3	Stage-Discharge.....	5-6
5.2.4	IDF Routing Results.....	5-8
5.2.5	DCF Routing Results	5-9
6.	References	6-1

Appendices

A	Ellsworth Dam 2025 Gate Policy Tables
B	Lawtonka Dam 2025 Gate Policy Tables
C	Ellsworth Dam Spillway Computational Fluid Dynamics Analysis
D	Lawtonka Dam Spillway Computational Fluid Dynamics Analysis
E	Lawtonka HEC-1 Input File

Tables

ES-1	Lake Ellsworth Routing Results.....	ES-4
ES-2	Lake Lawtonka Routing Results	ES-4
4-1	Hydraulic Criteria for Developing the 2025 Gate Operation Policy	4-2
5-1	Lake Ellsworth Stage-Volume Relationship	5-1
5-2	IDF Routing Results for Ellsworth Dam.....	5-3
5-3	Dam Crest Flood (82.5% PMF) Routing Results for Ellsworth Dam.....	5-3
5-4	Results of a 1246 Elevation Flood from a 63% PMF Routing Results for Ellsworth Dam.....	5-4
5-5	Lake Lawtonka PMF Inflows.....	5-4
5-6	Lake Lawtonka Stage-Volume Values	5-6
5-7	Lake Lawtonka Stage-Discharge Values.....	5-7
5-8	IDF Routing Results.....	5-8
5-9	IDF Routing Results.....	5-9

Figures

ES-1	Comparison of Gate Openings for the 2025 Gate Operation Policy at Ellsworth Dam over the Operating Range of Lake Elevations	ES-2
ES-2	Comparison of Gate Openings for the 2025 Gate Operation Policy at Lawtonka Dam over the Operating Range of Lake Elevations	ES-3
2-1	Cross-Section of Spillway Illustrating Gate Freeboard	2-2
2-2	Illustration of Orifice and Ogee Flow Regimes at Large Gate Openings.....	2-3
2-3	Illustration of the Different Flow Regions of Ellsworth Spillway.....	2-3
2-4	Parameters Related to Gate Operating Using the Current Ellsworth Gate Operation Policy Over the Operating Range of Lake Elevations.....	2-5
2-5	Gate Openings for the Current Ellsworth Gate Operation Policy being in Multiple Flow Regimes Over the Operating Range of Lake Elevations.....	2-6
2-6	Ellsworth Spillway Flow for the Current Ellsworth Gate Operation Policy	2-6
2-7	Gate Openings for the Current Lawtonka Gate Operation Policy being in Multiple Flow Regimes Over the Operating Range of Lake Elevations.....	2-7
2-8	Lawtonka Spillway Flow for the Current Gate Operation Policy.....	2-8
3-1	Construction detail for the Bottom of the Spillway Gates at Ellsworth Dam and Lawtonka Dam..	3-1
3-2	Ellsworth Spillway Gate Flow Rating with Regulating Flow (d is height of gate opening)	3-2
3-3	Ellsworth Spillway Gate Flow Rating with Regulating Flow for Interior Spillway Gate and Exterior Spillway Gate	3-2
3-4	Lawtonka Spillway Gate Flow Rating with Regulating Flow (d is height of gate opening).....	3-3
4-1	Parameters and Flow Zones for the 2025 Gate Operation Policy at Ellsworth Dam over the Operating Range of Lake Elevations	4-4
4-2	Comparison of Gate Openings for the 2025 Gate Operation Policy at Ellsworth Dam over the Operating Range of Lake Elevations	4-5
4-3	Illustration of sequentially fully opening gates per the 2025 Gate Policy at Ellsworth Dam for lake elevations between 1239.25 and 1246.0	4-5
4-4	Comparison of Spillway Flow at Ellsworth Dam with the 2025 and Current Gate Operating Policy at Different Lake Elevations	4-6
4-5	Comparison of Gate Openings for the 2025 Gate Operation Policy at Lawtonka Dam over the Operating Range of Lake Elevations	4-7
4-6	Comparison of Spillway Flow at Lawtonka Dam with the 2025 and Current Gate Operating Policy at Different Lake Elevations	4-8
5-1	Lake Ellsworth Stage-Volume-Discharge Relationship.....	5-2
5-2	Inflow and Outflow Hydrographs and Stage for the IDF for Ellsworth Dam	5-3
5-3	Lake Lawtonka Stage-Volume-Discharge Relationship	5-8
5-4	Inflow and Outflow Hydrographs and Stage for the Lake Lawtonka IDF	5-9

Acronyms and Abbreviations

ac-ft	acre-feet
AWA	Applied Weather Associates
cfs	cubic feet per second
CN	runoff curve number
DCF	Dam Crest Flood
HMR-51	Hydrometeorological Report 51
HMR-52	Hydrometeorological Report 52
HSG	hydrologic soil group
IDF	Inflow Design Flood
K _n	Watershed Lag Factor representing the average Manning's "n" value for the principal watercourses in the drainage basin
LiDAR	light detection and ranging
MRLC	Multi-Resolution Land Characteristic Consortium
NED	National Elevation Dataset
NLCD	National Land Cover Database
NOAA	National Oceanic and Atmospheric Administration (inclusive of the National Weather Service)
NRCS	Natural Resources Conservation Service
OWRB	Oklahoma Water Resources Board
PMF	Probable Maximum Flood
PMP	Probable Maximum Precipitation
SSURGO	State Soil Survey Geodatabase
UH	unit hydrograph
USACE	U.S. Army Corps of Engineers
USBR	U.S. Bureau of Reclamation
USGS	U.S. Geological Survey

1. Introduction

1.1 Objective

The objective of the current evaluation is to analyze and if needed modify current gate operations policy using appropriate gate hydraulics that will safely achieve the gate policy criteria established and be accepted by OWRB.

1.2 Background

During the design of Lake Ellsworth Spillway Repair by Jacobs, the spillway gate hydraulic calculations in the gate operation policy were found to require additional analysis for large gate openings. Jacobs has been contracted by City of Lawton to further evaluate gate operations policy at both Lake Ellsworth and Lake Lawtonka. During the evaluation and review of criteria for developing a new gate operation policy with OWRB, it was decided to update the PMF for Lake Ellsworth. The analysis developed the inflows to the reservoir but did not include reservoir routing given changes in the gate operations policy would change the stage-discharge relationship. Reservoir routing of the updated PMF at Ellsworth Dam and reservoir routing of the existing PMF at Lawtonka is performed as part of this analysis.

1.3 Overview of Current Gate Operation Policy

In approximately the year 2000, the City of Lawton undertook an initiative to develop a gate operation policy such that it would meet specific dam safety, water supply, and downstream discharge and inundation duration criteria. Some of the specifics include:

- Considering downstream interests to avoid a sudden increase in spillway flow
- Increasing spillway flow with more gates opened if the water level continues to rise in the reservoir to avoid overtopping the gates and the dam embankment.

Multiple hydrologic modeling runs with evaluating nine alternatives of gate operation and reservoir flow releases were performed to satisfy these criteria. A final report "Evaluation of Alternative Gate Operations at Lake Ellsworth and Lake Lawtonka" dated January 2000 was prepared and provided to Oklahoma Water Resource Board (OWRB). The report recommended an Alternative 7. Subsequently, the City forwarded supplementary data and analysis to OWRB proposing to revise Alternative 7. The revised Alternative 7 maintains gate operations identical to Alternative 7 up to a 100-year frequency storm event and eliminated opening gates abruptly during storm events in excess of a 100-year frequency. Upon review of these documents, OWRB staff in a letter dated January 17, 2001 stated that the Revised Alternative Policy No. 7 could meet Dam Safety requirements. Currently the adopted and gate operation policy used is the Revised Alternative Policy No. 7.

1.4 Limitations

Jacobs prepared this analysis with the assumption that the gates are in good working order and capable of performing as presented in the current gate policy. Jacobs provides no warranty (express or implied) of the gates structural, mechanical, or electrical function of the gates. This analysis and report are of the hydraulic performance and have been prepared for exclusive use of the City of Lawton and OWRB.

2. Hydraulic Deficiencies of Current Gate Operations

The following is a summary of the general deficiencies of the current gate policy.

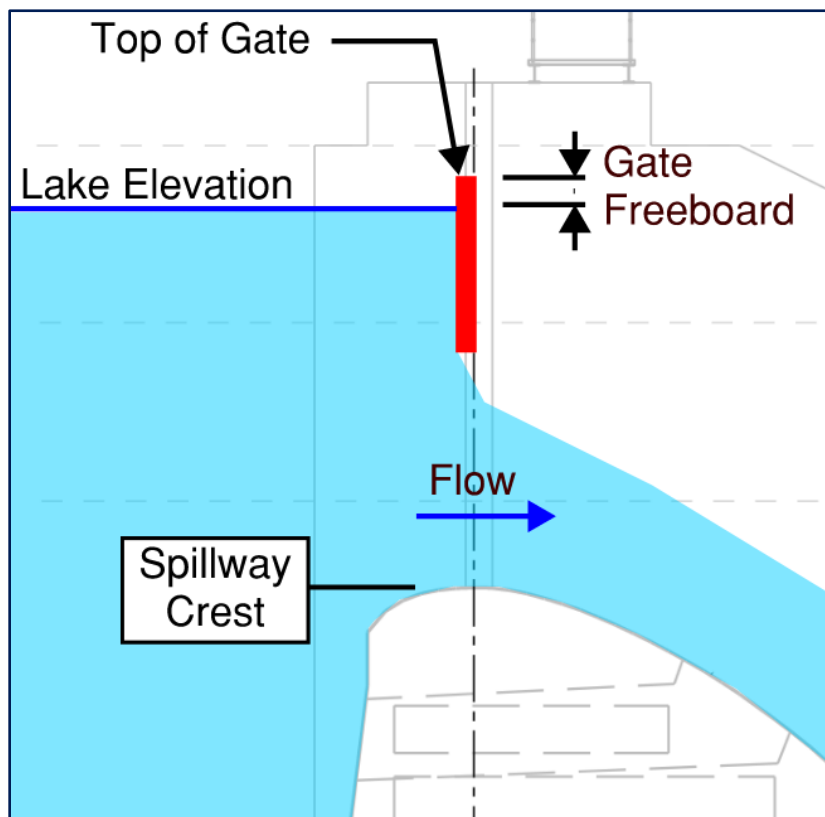
2.1 Descriptions

The following is a description of the general deficiencies in the current gate operation policy for Ellsworth Dam and Lawtonka Dam. Section 2.2 and Section 2.3 will be specific about how the deficiency applies at Ellsworth Dam and Lawtonka Dam, respectively.

2.1.1 Gate Freeboard

Gate freeboard is the distance from the top of the gate to the lake water elevation as illustrated in Figure 2-1. The gates at both Lawtonka and Ellsworth are 10-feet in height, which is relatively short for the flood operating range of lake water levels that flows releases could potentially be regulated. The range from normal full pool to potential flood pool or dam crest is 17.5 feet and 12.2 feet at Ellsworth and Lawtonka dams, respectively. When the gates are closed, the top of the gates are 2.5 feet and 2.2 feet above the normal high pool at Ellsworth and Lawtonka dams, respectively. The result is the gates need to rise as the lake elevation rises to avoid overtopping. It is desirable to avoid overtopping. Particularly with no venting of the nappe while flow is also passing under the gate at the same time as it will result in dynamic loads on the gates that are challenging to estimate. Having some gate freeboard reduces the potential for overtopping while also making it practical for operation of the gate to provide some tolerance for making changes in gate openings as the lake elevation rises.

Figure 2-1. Cross-Section of Spillway Illustrating Gate Freeboard



2.1.2 Large Gate Openings

It is desirable to have the spillway gates either regulate flow as an orifice or are raised high enough that flow passes under the gate being controlled by the ogee crest of the spillway. For an orifice to control and have stable flow it needs to be submerged by the upstream water level. The recommended maximum gate opening for which a gate will provide stable control of the discharge is 0.625 times the height of water above the invert of the gate opening or spillway crest (USACE 1992). Other factors can also change the maximum gate opening, such as how far the pier extends upstream of the gate, width of the gate and the shape of the gate such as vertical versus radial. Given the gates are vertical, a gate that regulates flow with an opening less than 0.7 times the height of the upstream water level above the spillway or ogee crest (H_1) is assumed to be operating in the gate regulating zone. For ogee flow to occur, the gate needs to be raised up high enough that the water surface which will be drawn down as it approaches and goes over the ogee crest, passes under the gate unobstructed. The spillway is operating in the ogee zone with the gate opening larger than approximately 0.81 times H_1 .

At large gate openings greater than 0.7 times H_1 and less than 0.81 times H_1 the gate is operating in an unstable zone. The orifice flow has the potential to transition to be controlled by weir hydraulics of the ogee crest instead of the gate opening or orifice flow controlling. If ogee flow develops, the flow and depth will then increase to where the water surface will impact the bottom of the gate causing a restriction and the flow regime cycles back to orifice flow. The flow regime cycle is illustrated in Figure 2-2 with showing both flow regimes for the same gate opening. Figure 2-3 illustrates the zones for spillway flow at Ellsworth Dam. As the flow cycles between the flow regimes, an unsteady phenomenon of slug flow occurs. Slug flow will result in an undesirable transient condition referred to as "spillway surge". The phenomenon

creates oscillating loads on and off the gate as well as changes in the flow and can alternate in spillway bays. Exposure to the load dynamics should be avoided as the gate could be damaged and be inoperable to open more to pass more flow and increase the potential for compromising dam safety. The condition is avoided by not trying to regulate in the unstable region and continuing raising the gate without stopping when transitioning from orifice to ogee flow. The same is done when transitioning from ogee to orifice flow by continuing lower the gate without stopping until a smaller gate opening is obtained.

Figure 2-2. Illustration of Orifice and Ogee Flow Regimes at Large Gate Openings

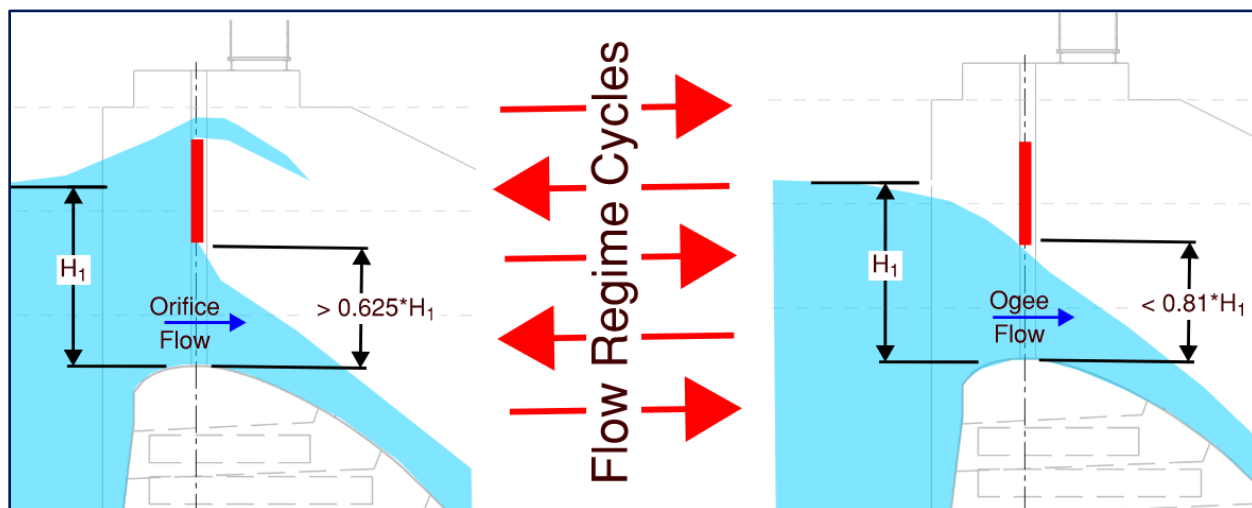
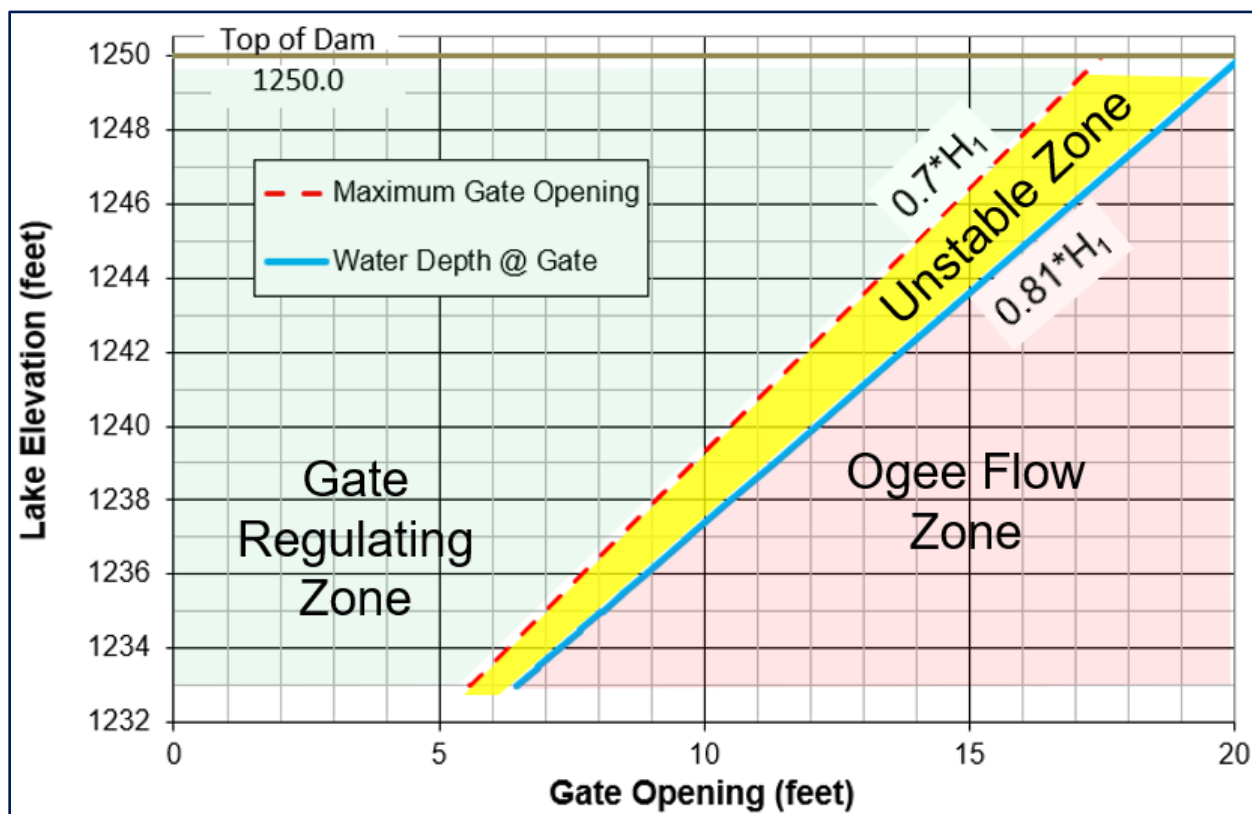


Figure 2-3. Illustration of the Different Flow Regions of Ellsworth Spillway



2.1.3 Hydraulic Capacity

The current spillway rating was provided by the City of Lawton in a spreadsheet. The equations and references used were included in the header with tabulated calculations for flow. The equation used for estimating the flow is from the second edition of *Design of Small Dams* (USBR 1974). The equations use a different form of the orifice equation that is not typical with current dam practice. The C-value (discharge coefficient) used also represents averages for type of gates, geometry of the approach and downstream conditions. The final words presented in the USBR reference is that the curve “is sufficiently reliable for determining discharges for small spillway structures.” The third edition of the *Design of Small Dams* changes the equation to the more typical form of the orifice equation and the method to determine C is a function of the angle of the approach to the opening (angle between the gate seat on the spillway sill and the bottom of the gate).

The other issue found is that the orifice equations are being applied for larger gate openings beyond the limits or zone of when a gate can control and maintain an orifice flow regime. Some of the orifice flow calculations are performed with the bottom of the gate equal to the upstream water level which is not possible as the flow regime will change to ogee flow with water surface being drawn down and passing under the gate at a flow greater than the orifice flow calculation.

2.2 Ellsworth Dam

Figure 2-4 shows the primary parameters of the gates following the current gate policy over the range of gate operations. The primary parameters being the lake elevation, top and bottom of gate, maximum gate opening to maintain orifice flow, and the water surface under the gate with ogee flow. Figure 2-5 show the gate opening over the lake operating range relative to the different operating zones. Figure 2-6 shows the spillway flow rating. The following observations are made relative to potential deficiencies of the current gate policy:

- **Gate Freeboard** – There is no gate freeboard at the initial gate openings presenting challenges for operators to avoid overtopping the gates.
- **Large Gate Openings** –When following the current gate operations, the potential unstable flow occurs when the lake elevation exceeds approximately 1240 with a gate opening of approximately greater than 10 feet. The gate attempting to regulate flow will result in unstable flow and spillway surge occurring with dynamic loads that could damage the gates and potentially make them inoperable to open further. The potential flow restriction at a relatively small gate opening compromises dam safety.

With the maximum height of the gate opening being limited to 17 feet, the potential for spillway surge cannot be avoided if the reservoir water level rises above approximately 1246. A gate damaged at this position is passing flow at its potential given the gate opening limitation.

- **Hydraulic Capacity** – Under the current gate operating policy, if the gates continue to function, the spillway flow gate is operating in multiple zones instead of regulating flow only in the orifice zone as the current gate policy assumed. The CFD modeling provided an accurate estimate of the flow for both the gates regulating flow (orifice flow) and unregulated flow (ogee flow) to develop a “corrected” estimate of spillway flow. The transition of all the spillway gates to ogee flow causes a relative sudden increase flow that may have greater impact on downstream interests. Though the comparison of the spillway flow with having ogee flow shows the potential for modifying the gate operations to have greater capacity to pass flood events.

Figure 2-4. Parameters Related to Gate Operating Using the Current Ellsworth Gate Operation Policy Over the Operating Range of Lake Elevations

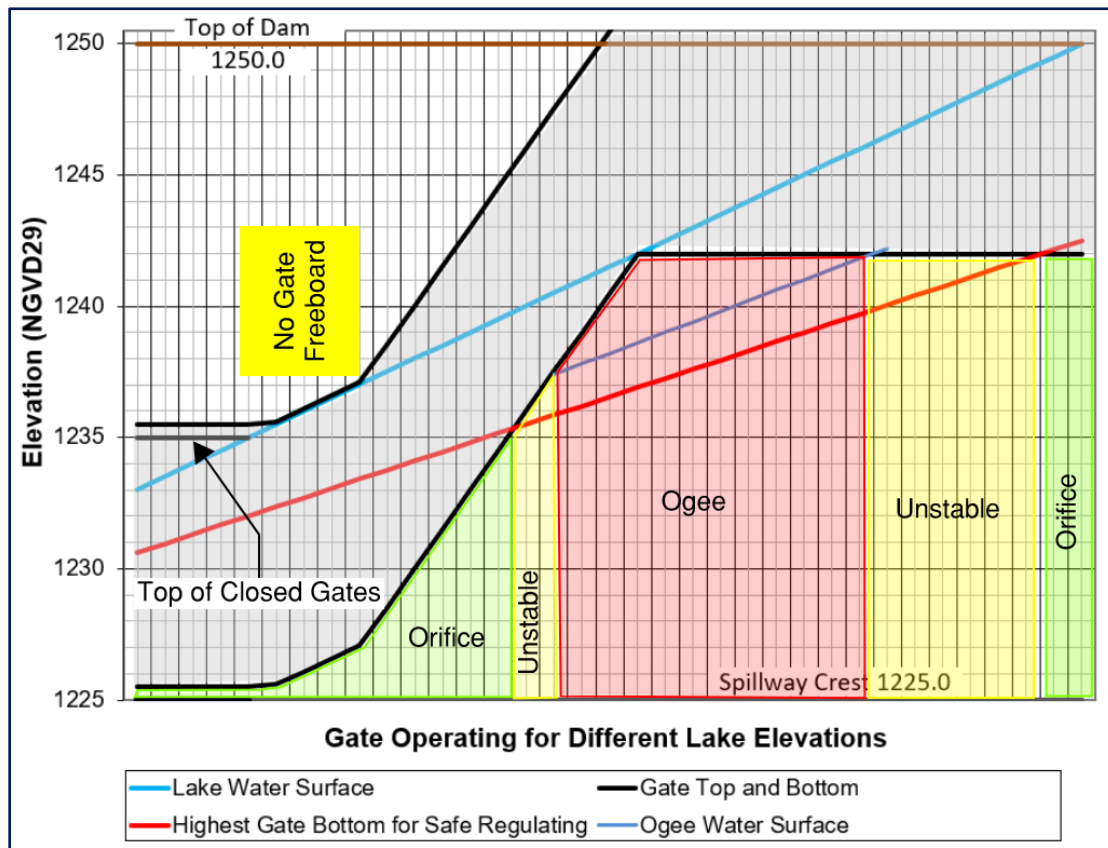


Figure 2-5. Gate Openings for the Current Ellsworth Gate Operation Policy being in Multiple Flow Regimes Over the Operating Range of Lake Elevations

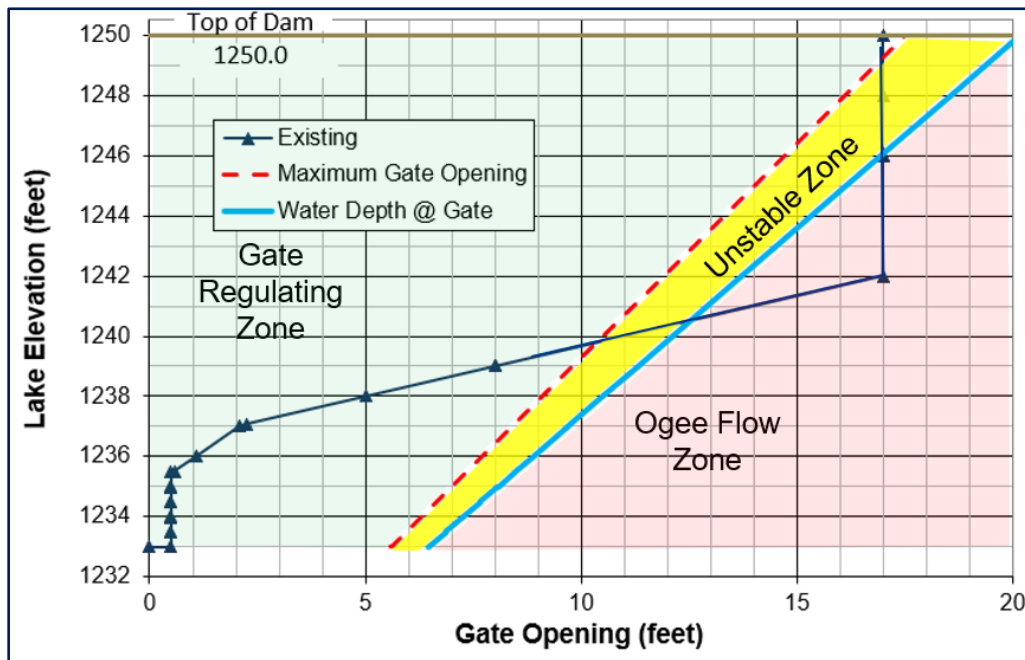
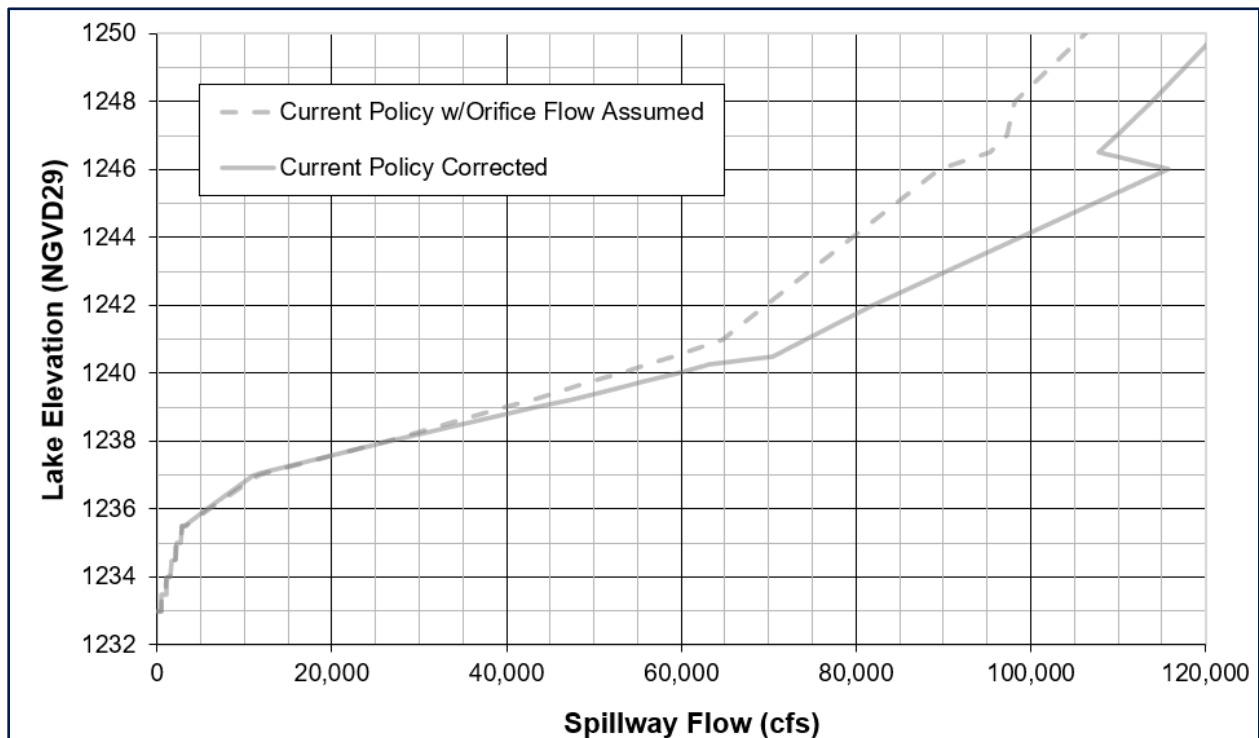


Figure 2-6. Ellsworth Spillway Flow for the Current Ellsworth Gate Operation Policy



2.3 Lawtonka Dam

The primary parameters being the lake elevation, top and bottom of gate, and maximum gate opening to maintain orifice flow. Figure 2-7 show the gate opening over the lake operating range relative to the different operating zones. Figure 2-8 shows the spillway flow rating. The following observations are made relative to potential deficiencies of the current gate policy:

- **Gate Freeboard** – There is gate freeboard over the operating range to provide opportunity for operators to avoid overtopping the gates. The City of Lawton identified that at the initial opening of the gates (less than 1 foot) there is an opportunity to reduce the opening and store flood flows to have less impact to downstream interests. The gate freeboard was decreased from approximately 19 inches to 10 inches which is sufficient for safe operation.
- **Large Gate Openings** –When following the current gate operations, the potential unstable flow occurs when the lake elevation exceeds approximately 1349 with a gate opening greater than approximately 8.5 feet (102 inches). The gate attempting to regulate flow will result in unstable flow and spillway surge occurring with dynamic loads that could damage the gates and potentially make them inoperable to open further. The potential flow restriction at anything less than full open compromises dam safety.
- **Hydraulic Capacity** –The CFD modeling provided an accurate estimate of the gates regulating flow (orifice flow).

Figure 2-7. Gate Openings for the Current Lawtonka Gate Operation Policy being in Multiple Flow Regimes Over the Operating Range of Lake Elevations

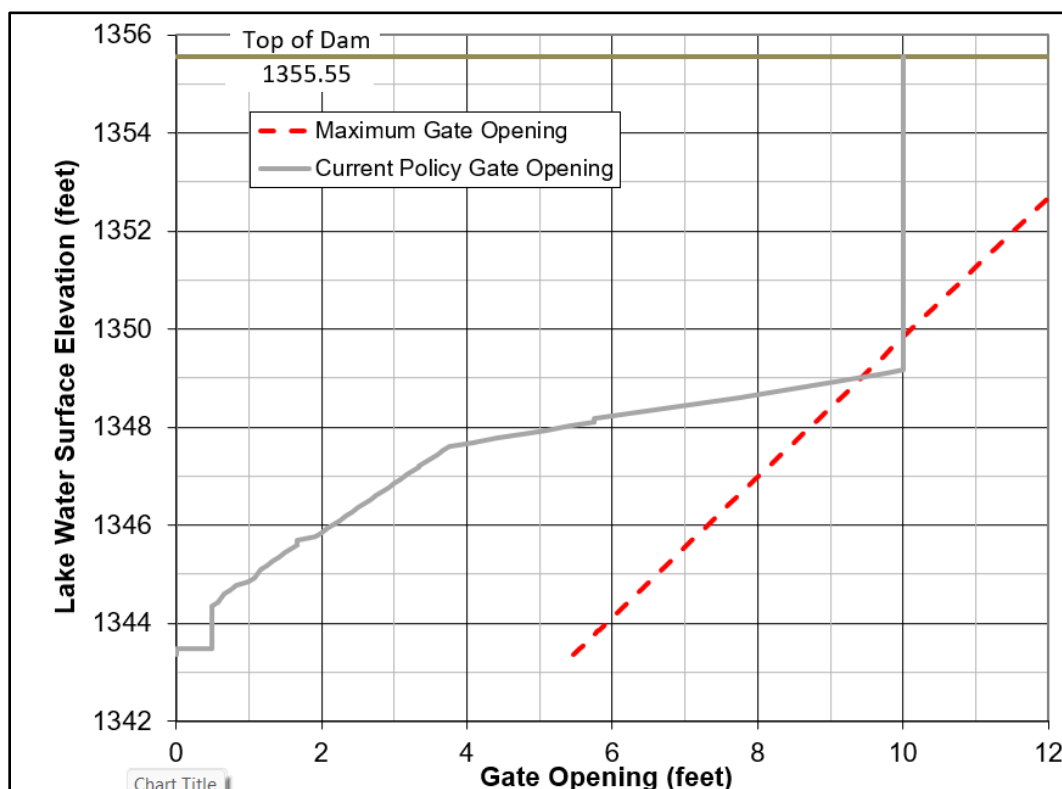
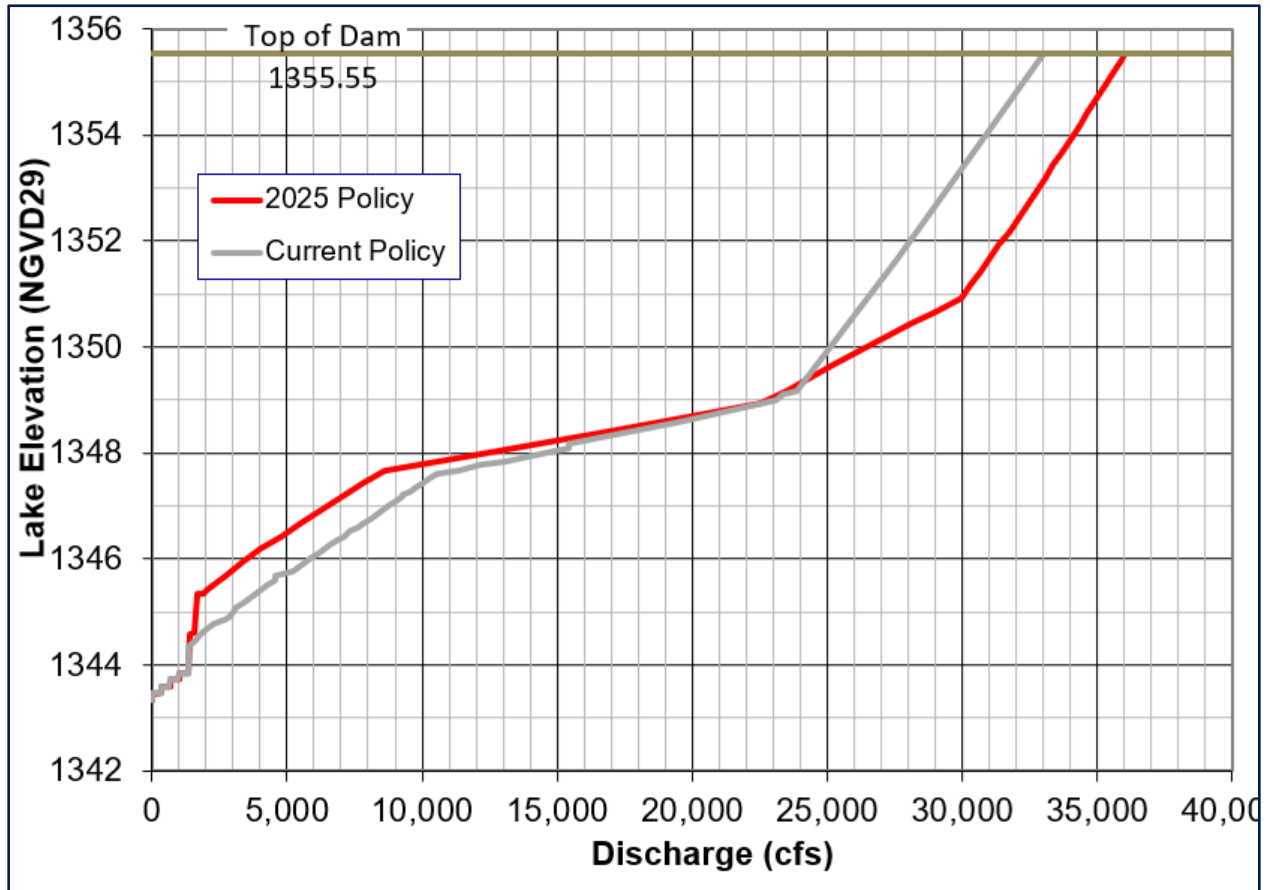


Figure 2-8. Lawtonka Spillway Flow for the Current Gate Operation Policy

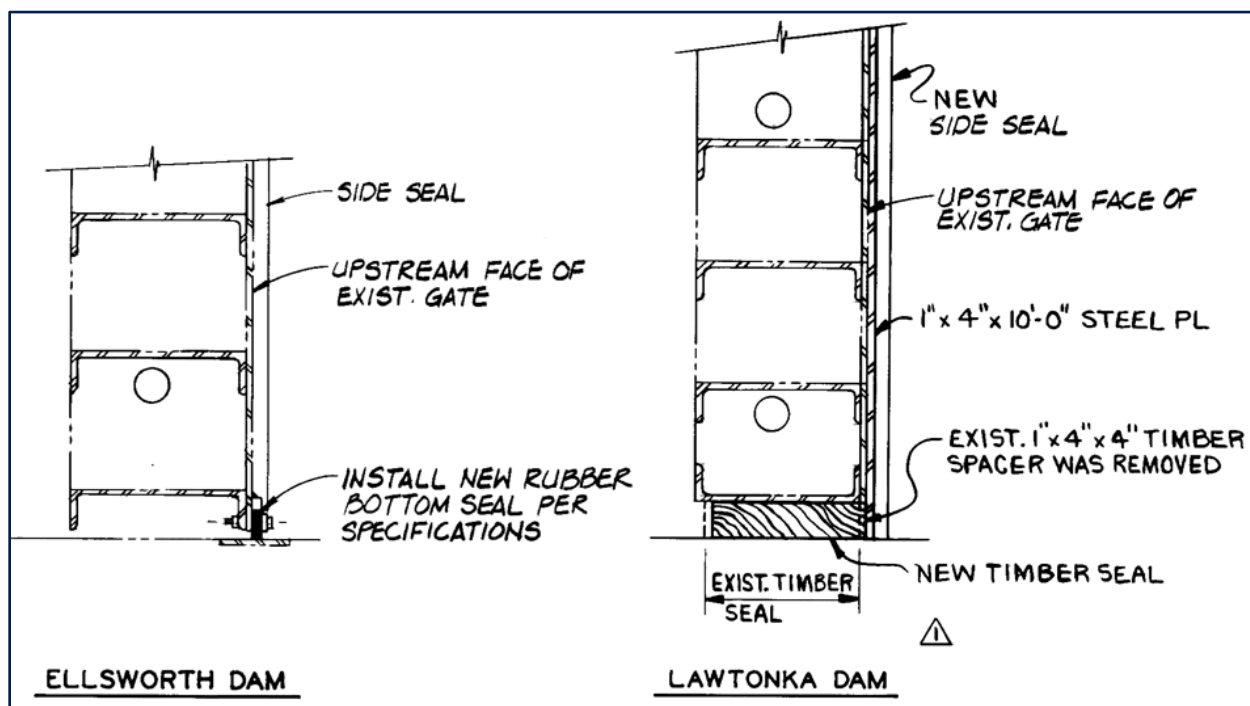


3. Hydraulic Capacity Evaluation

3.1 CFD Modeling

Computational Fluid Dynamics (CFD) modeling was performed of both Ellsworth and Lawtonka spillways. Details about the analysis is presented in Appendix C for Ellsworth Dam and Appendix D for Lawtonka Dam. CFD provides detailed 3-dimensional simulation of evaluating complex fluid flow phenomena specific to the project detailed geometries. Some particulars were the bottom width of the gates shown in Figure 3-1 be relatively large that may be influencing the increase in flow efficiency at low gate openings. Many simulations of different gate openings from 6-inches to fully raised with ogee flow and at multiple lake elevations were performed to develop a flow rating of the spillways. The investigation performed using CFD to develop an accurate flow rating for the spillway would have required physical modeling.

Figure 3-1. Construction detail for the Bottom of the Spillway Gates at Ellsworth Dam and Lawtonka Dam



3.2 Ellsworth Dam

The CFD modeling provided an accurate estimate of the flow for both gate regulating flow (orifice) as shown in Figure 3-2 and unregulated flow (ogee) shown in Figure 3-3. The exterior bays with ogee flow have a reduction in flow efficiency due to the contraction of flow on the sides. An exterior ogee bay is not just spillway bays 1 and 15 as a exterior ogee bay occurs when the adjacent bay does not have ogee flow. This occurs in the 2025 gate operations as fully raised gates with ogee flow happen sequentially starting in the center and working outward so there always an exterior ogee flow on both sides of the interior bays having ogee flow.

Figure 3-2. Ellsworth Spillway Gate Flow Rating with Regulating Flow (d is height of gate opening)

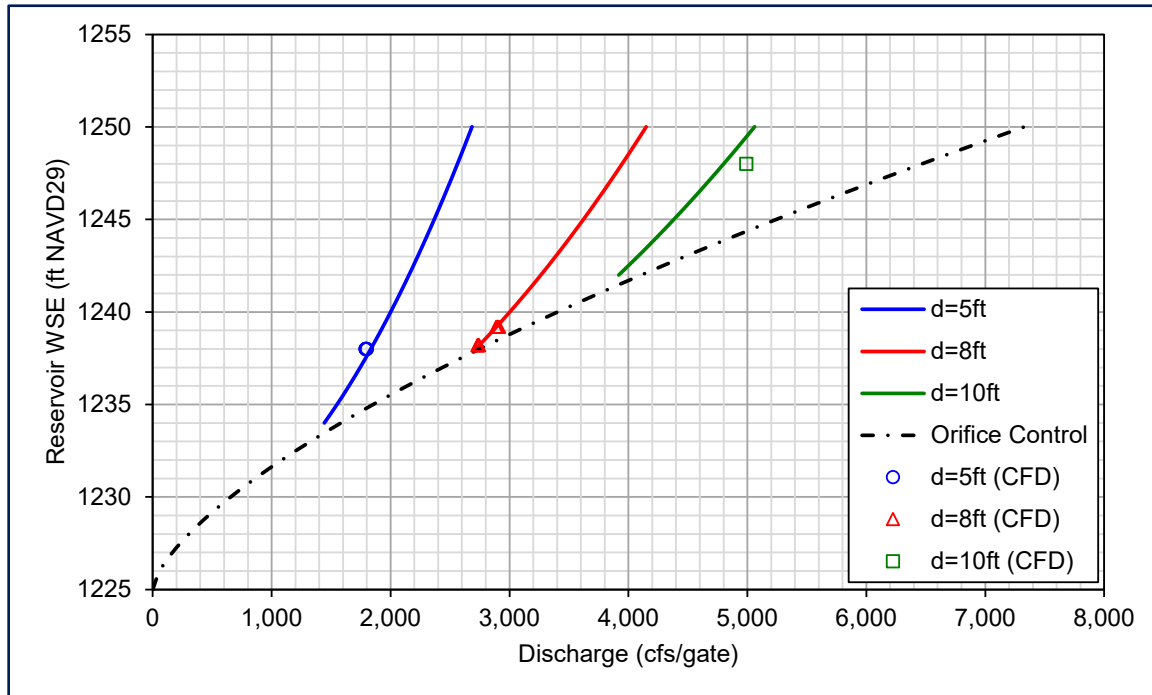
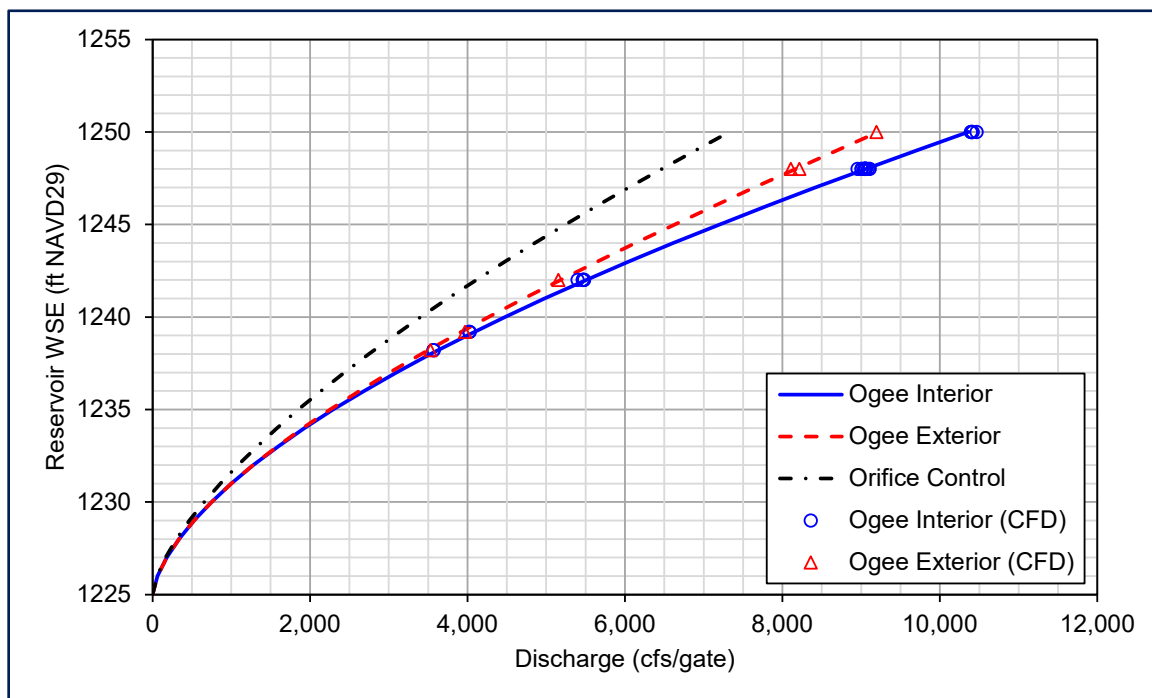


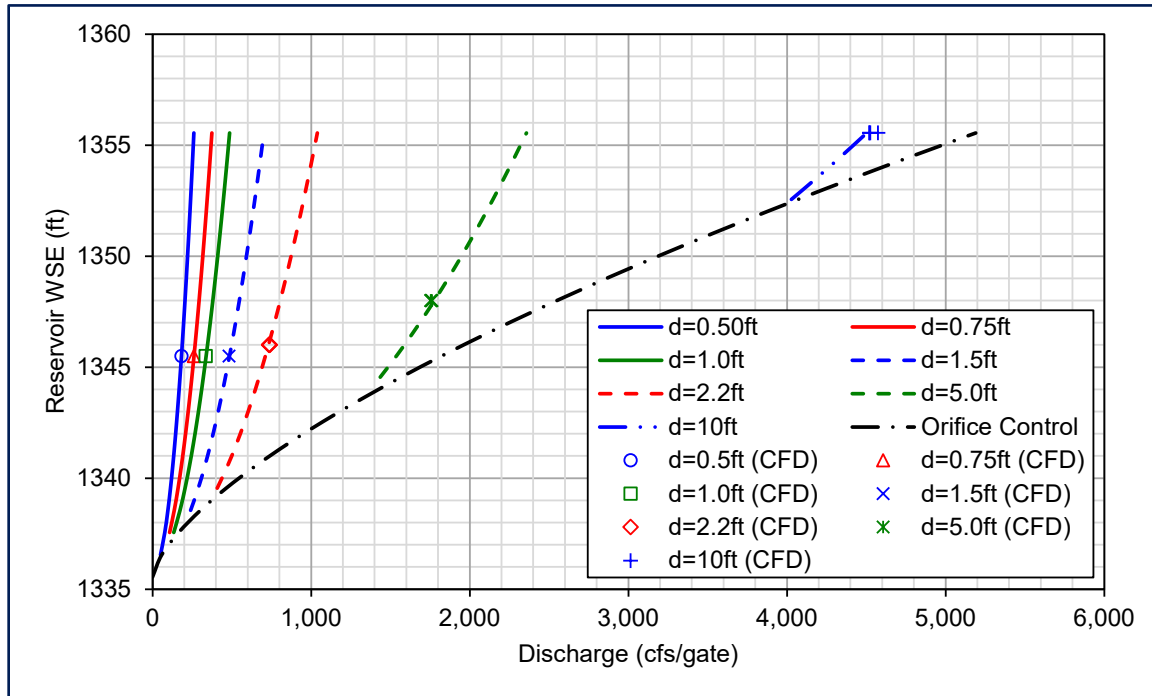
Figure 3-3. Ellsworth Spillway Gate Flow Rating with Regulating Flow for Interior Spillway Gate and Exterior Spillway Gate



3.3 Lawtonka Dam

Similar to Ellsworth, the CFD modeling provided an accurate estimate of the gate regulating flow (orifice) as shown in Figure 3-4.

Figure 3-4. Lawtonka Spillway Gate Flow Rating with Regulating Flow (d is height of gate opening)



4. 2025 Gate Operation Policy

4.1 Adapted Criteria from 2000 Gate Policy

Following is the summary of the gate operations criteria established in 2000 and the assumption to be used by Jacobs in developing the 2025 gate operations policy.

4.1.1 Maintaining Current Water Supply

Criteria

- Lake Ellsworth normal high lake elevation of 1232.50
- Lake Lawtonka normal high lake elevation of 1343.35

Assumptions

- No change with the initial reservoir water level or prior to the flood routing.

4.1.2 Discharge Criteria for Lawton

Criteria

- "Maintain peak flow rates in East Cache Creek in the City of Lawton at current levels (damage discharge of 14,000 cfs)"
- The 10-year peak flow rate at Rogers Lane is 12,319 cfs with combined flow releases from Lawtonka and Ellsworth.
- The 100-year peak flow rate at Rogers Lane is 26,554 cfs with combined flow releases from Lawtonka and Ellsworth.

Assumptions

- Minor changes to gate operations at low spillway flows (less than 6000 cfs) do not impact downstream interests.
- The 100-year flood impacts to downstream interests are not impacted if gate operations changes maintain near similar relationship of reservoir flow releases to reservoir stage (stage-discharge) of 30,000 cfs at Ellsworth Dam and 20,000 cfs at Lawtonka Dam.

4.1.3 Inundation Criteria at Walters

Criteria

- Duration of overbank flooding in agricultural land upstream of Highway 53 near Walter, OK is less than Pre-Dam Conditions

Assumptions

- Same as the discharge criteria to not diminish flood mitigation by maintaining near similar relationship of reservoir flow releases to reservoir stage (stage-discharge) of 30,000 cfs at Ellsworth Dam and 20,000 cfs at Lawtonka Dam.

4.1.4 Maintaining Dam Safety

Criteria

- Gate operations will hydraulically pass the IDF or 75% PMF.

Assumptions

- Use the HEC-HMS model to perform the reservoir modeling from the recently updated PMF for Lake Ellsworth (Jacobs 2024).
- Use the HEC-1 input file used for the gate operation policy evaluation in 2000 obtained from the City of Lawton and that reproduces the same results. The 2000 Gate Policy state the source of the PMF inflows from the Phase I Inspection Report for Lake Lawtonka (Corps; OWRB 1978). The HEC-1 file states "PMF INFLOW HYDROGRAPH DATA FURNISHED BY OWRB".
- Flood routing of PMF events for each dam is performed independent of the other dam.

4.2 Hydraulic Criteria

The hydraulic criteria used in development of the 2025 gate operation policy is summarized in Table 4-1.

Table 4-1. Hydraulic Criteria for Developing the 2025 Gate Operation Policy

Parameter	Criteria	Value	Additional Information
Vertical Datum	NGVD29	NGVD29	Consistent with current policy and familiar to operators
Minimum Gate Freeboard at Ellsworth	4 to 6 inches	5 inches	Increased from 0 inches
Minimum Gate Freeboard at Lawtonka	4 to 6 inches	10 inches	Decreased from 20 inches to attenuate flows that impact downstream interest with gate openings greater than 8 to 9 inches
Submergence of Orifice Flow at Ellsworth	< 0.7 times H_1	< 0.57 times H_1	Conservative recognizing that an adjacent spillway may be operating in ogee flow
Submergence of Orifice Flow at Lawtonka	< 0.7 times H_1	< 0.65 times H_1	Recognizes spillway is operating in orifice flow
Ogee Flow Depth below Gate to Trigger Orifice Flow	> 0.8 times H_1	> 0.8 times H_1	Flow depth under gates from CFD model results
Operating in Unstable Flow Zone at Ellsworth	Only with gate fully raised	Lake Elevations greater than 1246 with gates fully raised	Unstable flow may damage the gate and not be operational which does not compromise dam safety if damaged when fully raised
Operating in Unstable Flow Zone at Lawtonka	Only with gate fully raised	None	

NGVD29: National Geodetic Vertical Datum of 1929

4.3 Ellsworth Dam Policy Modifications

The 2025 gate operation policy is illustrated in Figure 4-1 and tables in Appendix A for gate positions for both lake elevations rising and falling. A comparison of the gate openings for the 2025 and existing gate policies is shown in Figure 4-2. A comparison of the spillway flow for the 2025 and existing gate policies are shown at different lake elevation in Figure 4-4. The following is a summary of the modifications to mitigate the deficiencies of the existing gate policy:

- **Gate Freeboard** – With direction provided by the City of Lawton, it was decided to not have less than 4 to 6 inches of freeboard at the top of the gates which current have inch to no freeboard for lake elevations of 1234.0 to 1237.0. This was done by reducing the lake elevation increment from 0.5 to 0.4 feet for the initial sequence of opening the gates. The gates also continued to open between the lake elevations from 1235.0 to 1235.5 where the existing policy the gate opening stay at 6 inches and let the water elevation reach the top of the gates.
- **Large Gate Openings** – Operating in the unstable region of regulating flows is eliminated by stop incrementally raising the gates to a gate opening of 96-inches and then to incrementally open individual gates to the full height in one step. Opening a gate that is safely regulating flow to full open without stopping movement of the gate will minimize or eliminate the potential for spillway surge. All the gates will achieve fully raised and a 17-foot gate opening while maintaining a minimum gate freeboard of 6-inches and with gate openings having a submergence of 0.46 to 0.57 which is less than the maximum of 0.7. Opening the 15 gates to fully raised position starts at the center gate (gate 8) then followed by adjacent gates (gates 7 and 9) after an increment of 3-inches rise of the lake elevation. The gate opening and both gates with ogee and regulated orifice flow are illustrated in Figure 4-3. A fully raised gate provides the highest potential for the spillway to pass flood events.

As previously stated, the gates are limited to a 17-foot gate opening when in the fully raised position. The bottom of a fully raised gate is at elevation 1242.0. The result is the ogee water surface will impact the bottom of the gate if the lake elevation rises above 1246.0. With flow impacting the bottom of the gate, the flow regime will likely change from ogee flow to an unstable orifice flow with a reduction in flow capacity. In addition, spillway surge is likely to happen at lake elevations above 1246.0 with the potential to damage the gates while still passing flow.

The City of Lawton had Jacobs investigate the cost to increase the gate opening from 17-foot to approximately 22-foot. The conclusion was that the cost was prohibitive compared to the risk of the gates being damaged in the fully raised position and they may not lower. The City of Lawton understands they may lose the ability to store water if a high flood event occurs and it is acceptable if the IDF can still pass without overtopping the dam.

- **Hydraulic Capacity** – The CFD modeling provided an accurate estimate of the flow for both gate regulating flow (orifice) and unregulated flow (ogee). The stair-step pattern in the spillway discharge relationship is fully raising individual gates sequentially to avoid a condition of unstable flow discharging through the spillway while also avoiding a sudden increase spillway flow release. At an elevation of 1246.5 feet, the spillway discharge relationship transitions to orifice flow, which causes the curve to drop.

Figure 4-1. Parameters and Flow Zones for the 2025 Gate Operation Policy at Ellsworth Dam over the Operating Range of Lake Elevations

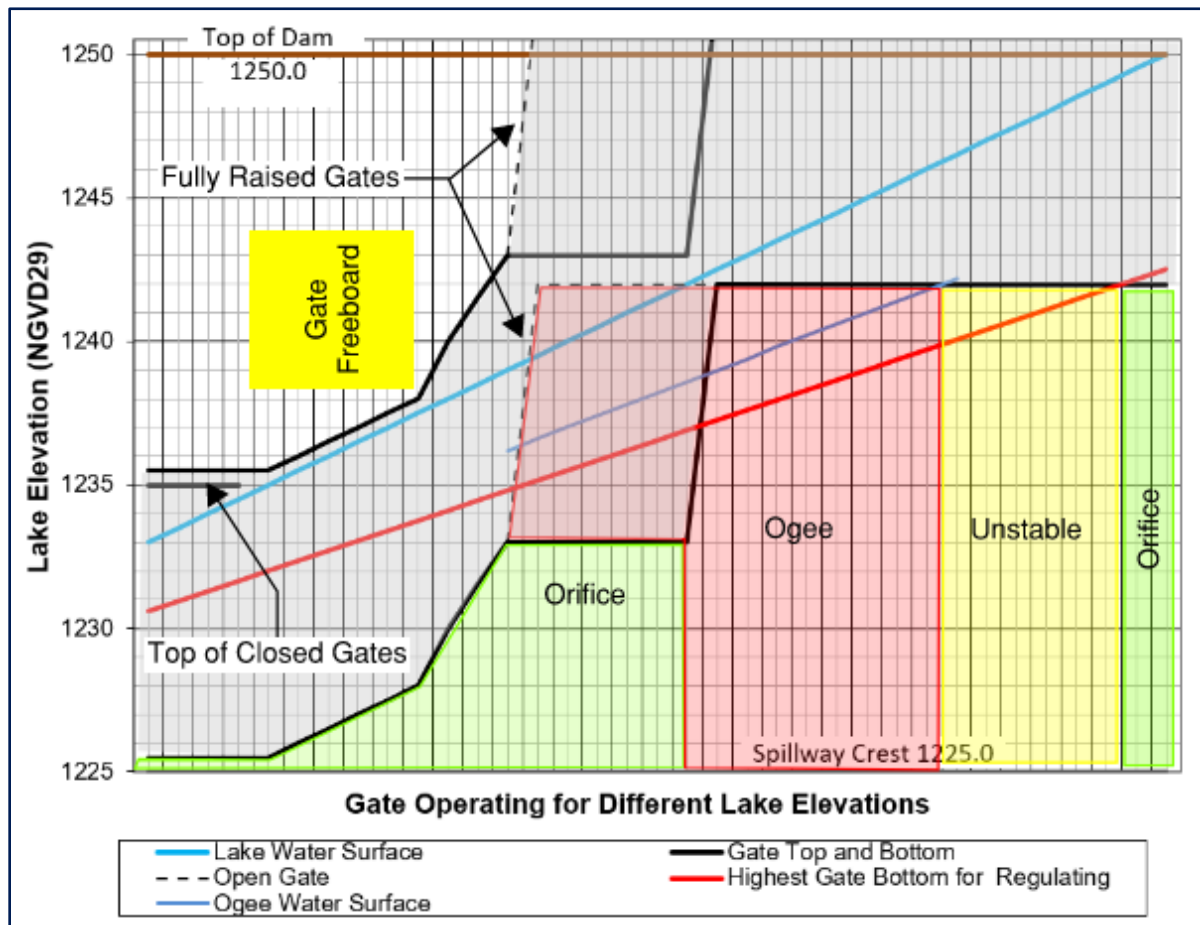


Figure 4-2. Comparison of Gate Openings for the 2025 Gate Operation Policy at Ellsworth Dam over the Operating Range of Lake Elevations

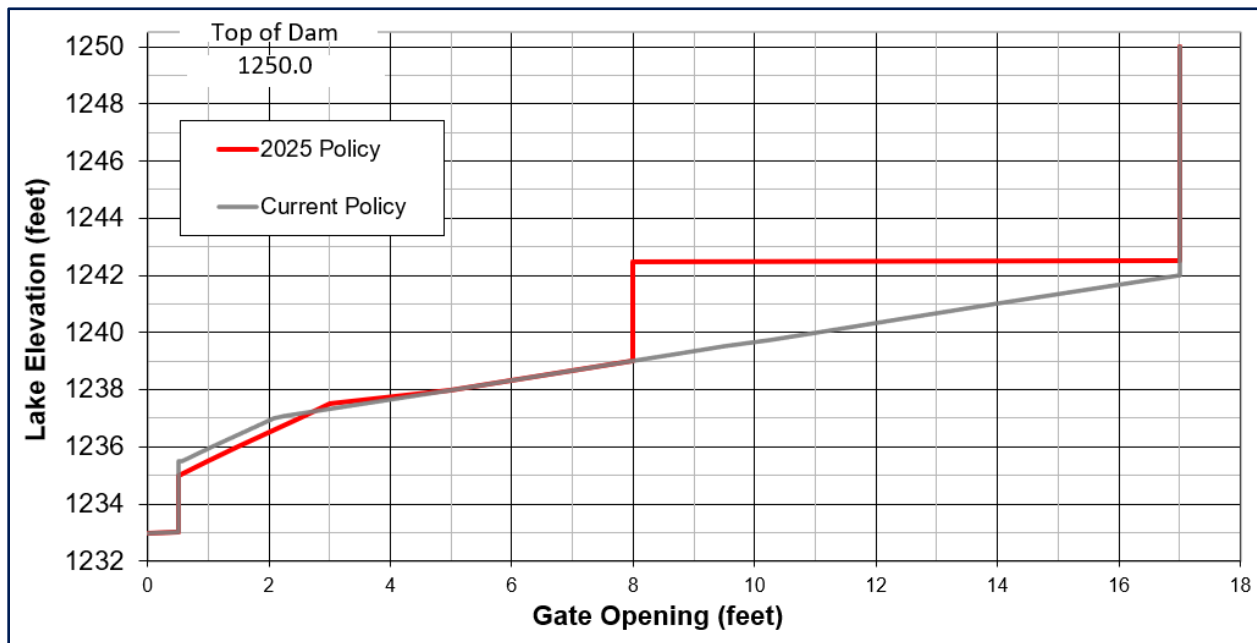


Figure 4-3. Illustration of sequentially fully opening gates per the 2025 Gate Policy at Ellsworth Dam for lake elevations between 1239.25 and 1246.0

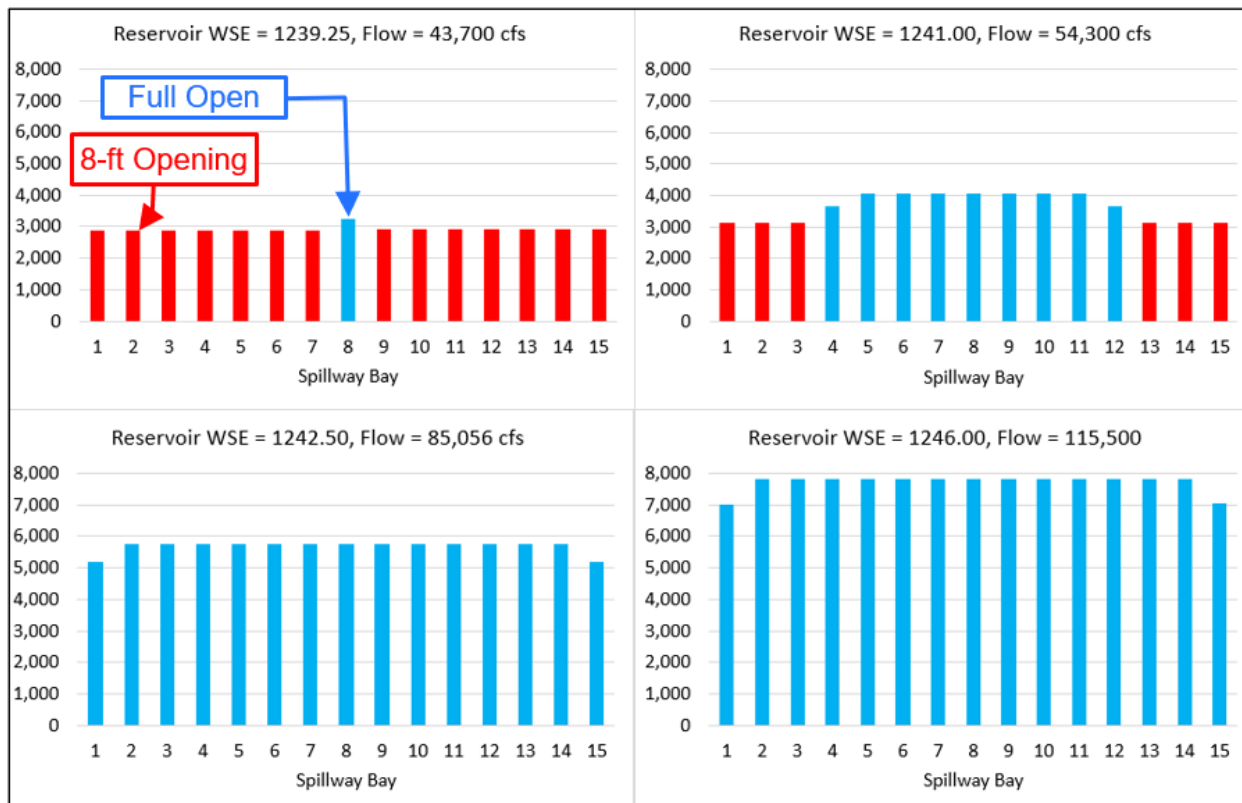
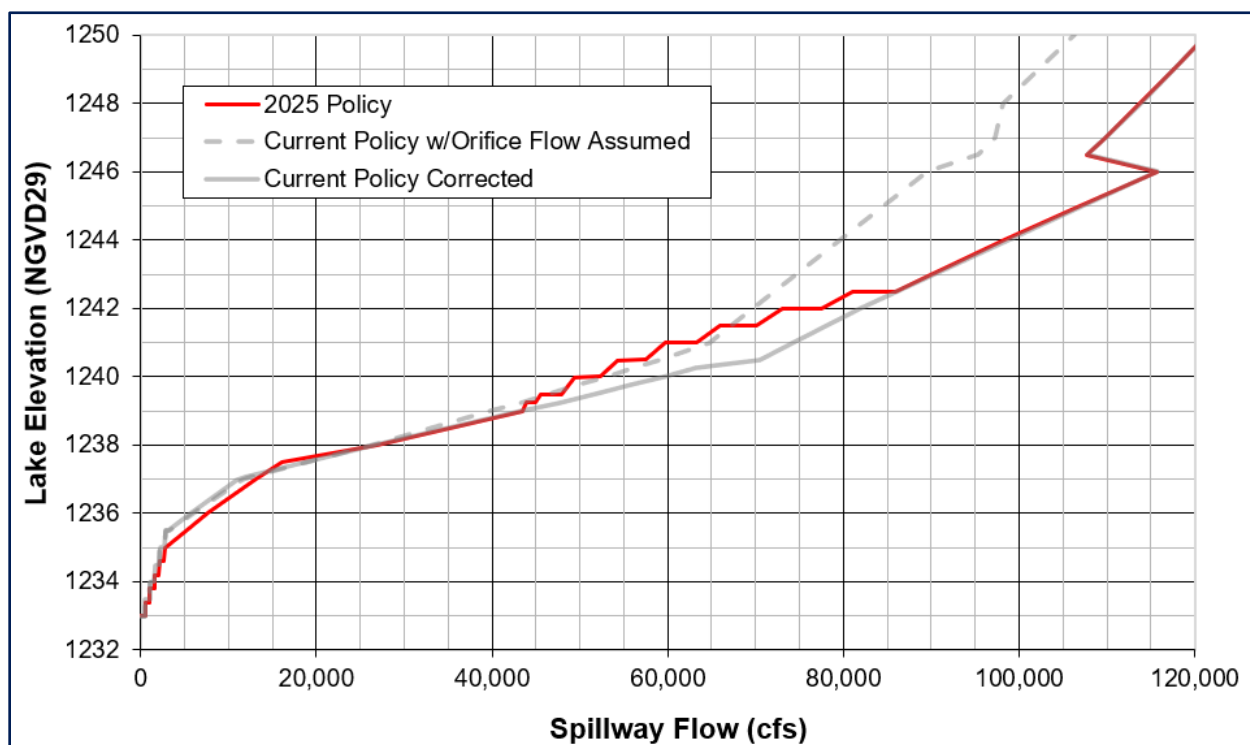


Figure 4-4. Comparison of Spillway Flow at Ellsworth Dam with the 2025 and Current Gate Operating Policy at Different Lake Elevations



4.4 Lawtonka Dam Policy Modifications

Tables for the 2025 gate operation policy is in Appendix B for gate positions for both lake elevations rising and falling. A comparison of the gate openings for 2025 and existing gate policies is shown in Figure 4-2. A comparison of the spillway flow for the 2025 and existing gate policies are shown at different lake elevation in Figure 4-4. The following is a summary of the modifications to mitigate the deficiencies of the existing gate policy:

- **Gate Freeboard** – The City of Lawton identified that at the initial opening of the gates (less than 1 foot) there is an opportunity to reduce the opening and store flood flows to have less impact to downstream interests. Per the City of Lawton, when the gate openings are greater than approximately 9 inches they start getting issues downstream. The gate freeboard was decreased from approximately 20 inches to 10 inches to allow the lake elevation to rise before opening the gates past approximately 8 inches. Having 10 inches of gate freeboard is practical for safe operation of the gates while also providing additional attenuation of flood flows to further mitigate impacts to downstream interests.
- **Large Gate Openings** – Large gate openings relative to the upstream height above the spillway crest is not a potential issue until the lake elevation reaches approximately 1349 which is a rise of almost 6 feet and the spillway flows are greater than 23,000 cfs. The potential for operating in the unstable region of regulating flows is eliminated by reducing the rate of opening the gate from 4 times the rise of the lake elevation to being the same rate as the rise of the lake elevation at a lake elevation of approximately 1349. The gate opening is 8-feet or 96-inches when the opening rate is reduced. The gate continues to open at the rate of lake elevation rise until maximum gate opening of 10-feet is achieved. All the gates will achieve fully raised and a 10-foot gate opening with gate openings having a submergence less than 0.65 which is less than the maximum of 0.70.

- **Hydraulic Capacity** – The CFD modeling provided an accurate estimate of the gate regulating flow (orifice) to update the spillway flow capacity.

Figure 4-5. Comparison of Gate Openings for the 2025 Gate Operation Policy at Lawtonka Dam over the Operating Range of Lake Elevations

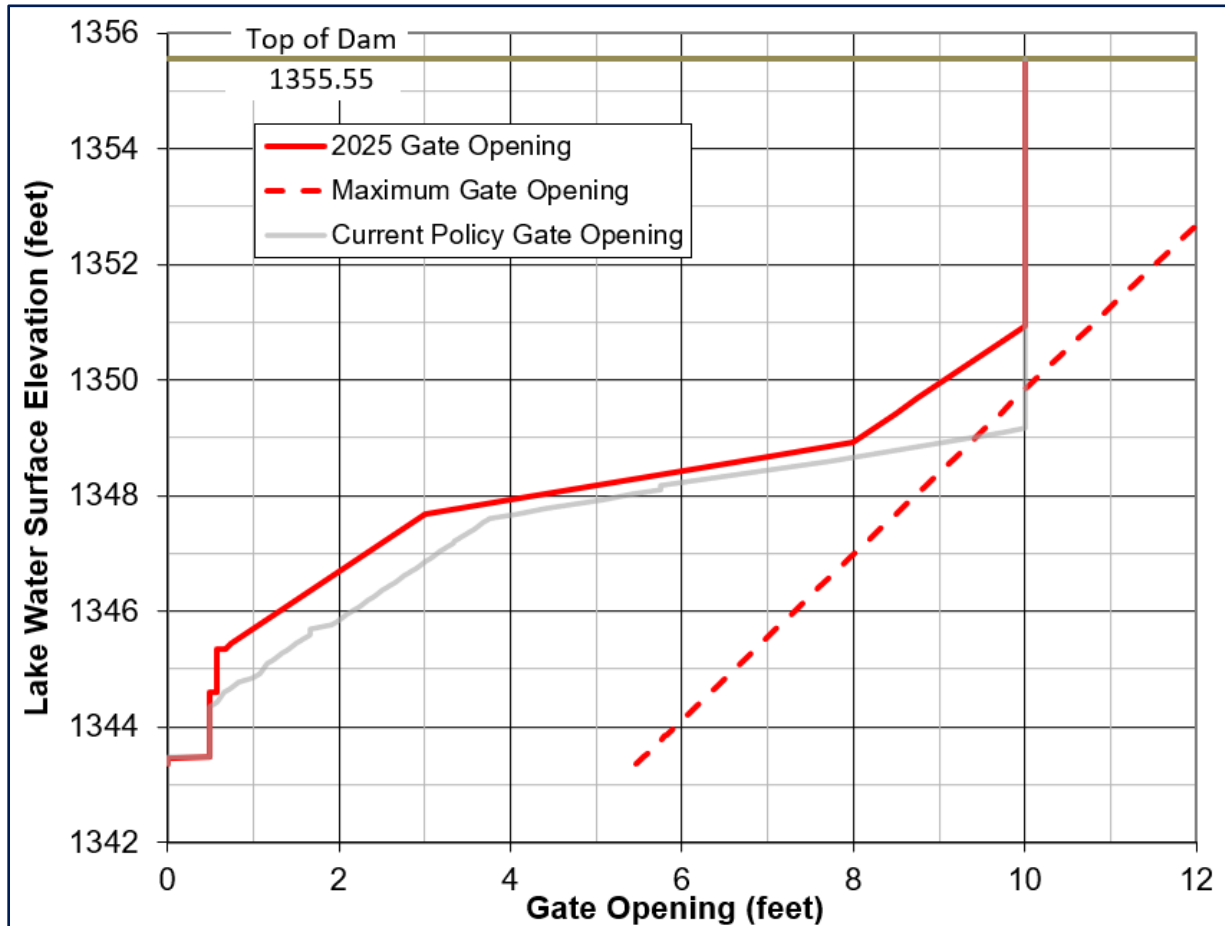
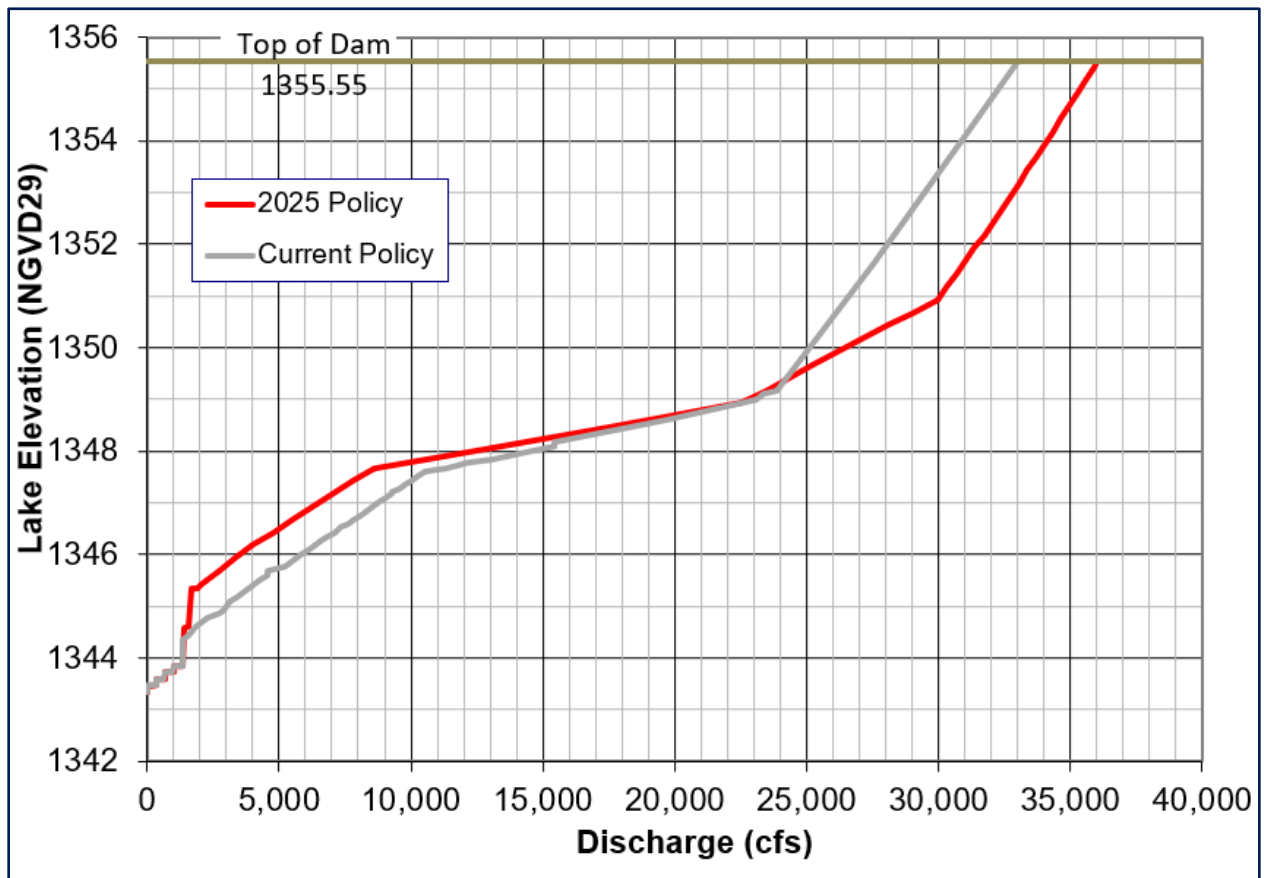


Figure 4-6. Comparison of Spillway Flow at Lawtonka Dam with the 2025 and Current Gate Operating Policy at Different Lake Elevations



5. Flood Modeling

Both Ellsworth and Lawtonka are classified as large high hazard dams. Ellsworth Dam was constructed in 1962 and Lawtonka Dam was the dam was originally constructed in 1905 and expanded in 1938-1939. With both dams being built prior to June 13, 1973, the required IDF is defined as 75% of the computed PMF (Oklahoma Administrative Code, §785:25-3-6). The following sections determine the outflow and high lake elevation to pass the IDF. Additional flood modeling is performed to provide the magnitude of PMF for a DCF to inform what magnitude of PMF has a lake elevation that reaches the dam crest elevation. In addition for Ellsworth Dam, the magnitude of the PMF when the ogee water surface would hit the bottom of the fully raised gates and potentially trigger a flow reduction with orifice flow (1246 Lake Elevation Flood) was of interest.

5.1 Ellsworth Dam

5.1.1 Probable Maximum Flood Hydrology

An updated Probable Maximum Flood (PMF) study was prepared for Lake Ellsworth to inform this overall study of the gate operations. The analysis was based on updated Probable Maximum Precipitation (PMP) estimates that were developed by Applied Weather Associates (AWA) as part of a regional PMP study completed for Oklahoma, Arkansas, Louisiana, and Mississippi (AWA 2019).

The PMF analysis concluded that the updated PMF for Ellsworth Lake should be based on the AWA tropical storm PMP with the intended pairing of the NRCS UH and NRCS CN loss rate methods. These methods are well accepted and the least subjective of those that were evaluated and yielded confirmed conservative estimates of the PMF. Although the general storm results in a slightly larger peak inflow rate to the reservoir, the tropical storm is recommended due to its larger increase in inflow volume. The recommended PMF inflow design hydrograph has a peak flow rate of **317,550 cfs** and a total inflow volume of **345,917 acre-feet**.

5.1.2 Stage-Volume Relationship

The routing parameters for the dam were provided to the model as a storage-discharge curve. The storage component of this relationship was obtained from the original PMF study, listed as the Elevation vs. Storage Volume curve shown in Table 5-1. This data was interpolated for intermediate stage values of the 2025 stage-discharge curve. All calculations were completed using the National Geodetic Vertical Datum of 1929 (NGVD29). The flood routing through the lake assumes a starting elevation of 1232.99 feet, NGVD29.

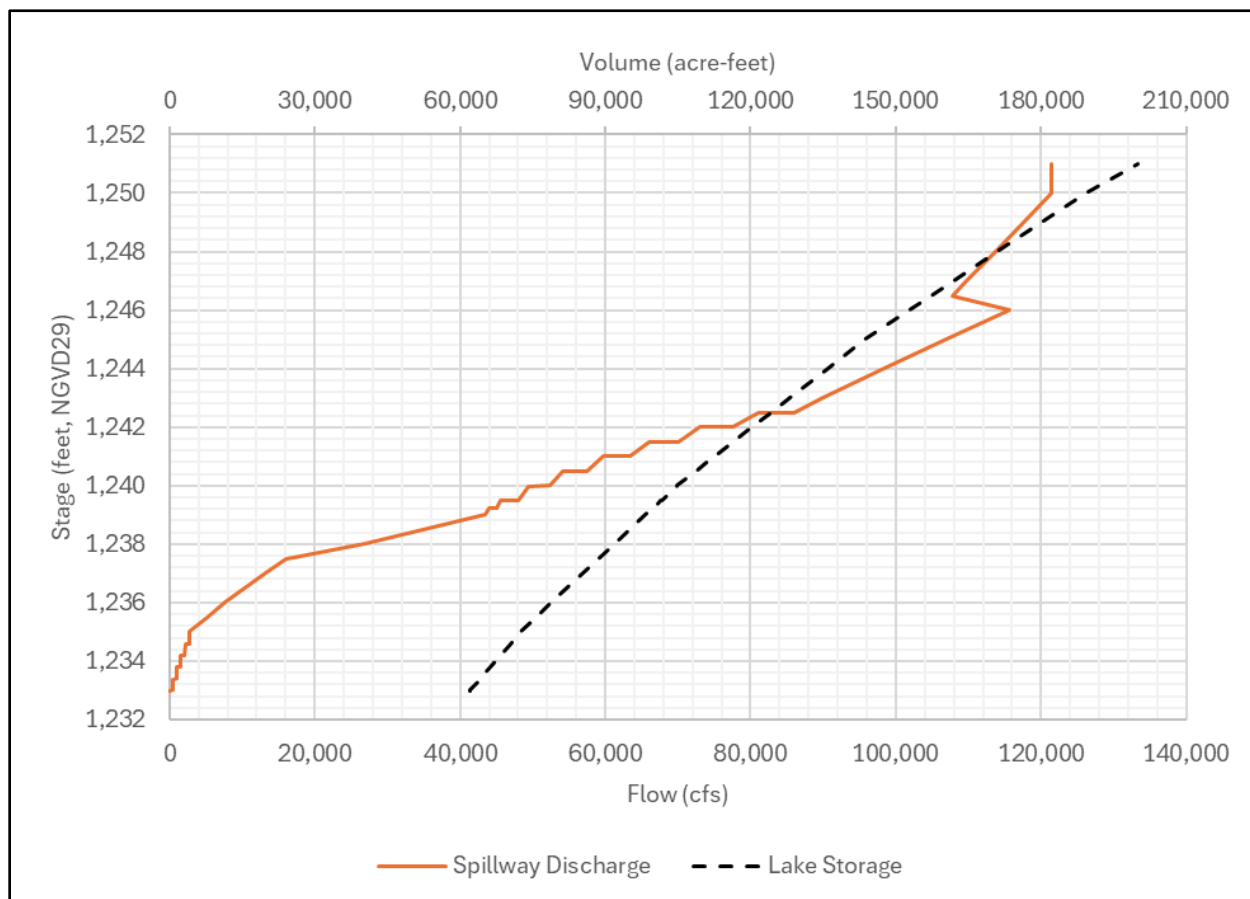
Table 5-1. Lake Ellsworth Stage-Volume Relationship

Stage (feet, NGVD29)	Volume (acre-feet)
1,230	46,450
1,235	72,490
1,240	104,800
1,245	143,700
1,250	189,200
1,255	242,500
1,260	304,700

NGVD29: National Geodetic Vertical Datum of 1929

cfs: cubic-feet-per-second

Figure 5-1. Lake Ellsworth Stage-Volume-Discharge Relationship



The stair-step pattern in the spillway discharge relationship shown in Figure 5-1 is caused by successive opening for spillway gates which is done to avoid a condition of unstable flow discharging through the spillway while also avoiding a sudden increase spillway flow release. At an elevation of 1246.5 feet, the spillway discharge relationship transitions to orifice flow, which causes the curve to drop.

5.1.3 Percentage of PMF Inflows

A revised version of the HMS model was developed to route a specified percentage of the PMF inflow through the Lake Ellsworth Reservoir. For example, for the IDF the percentage was 75%. Each ordinate of the computed full PMF was multiplied by the percentage and the resulting hydrograph was specified as the inflow hydrograph to the storage node representing the lake in the model.

5.1.4 Inflow Design Flood Routing Results

Table 5-2 summarizes the peak inflow and outflow flow rates, and peak stage for the routing of the IDF. The results are shown graphically in Figure 5-2.

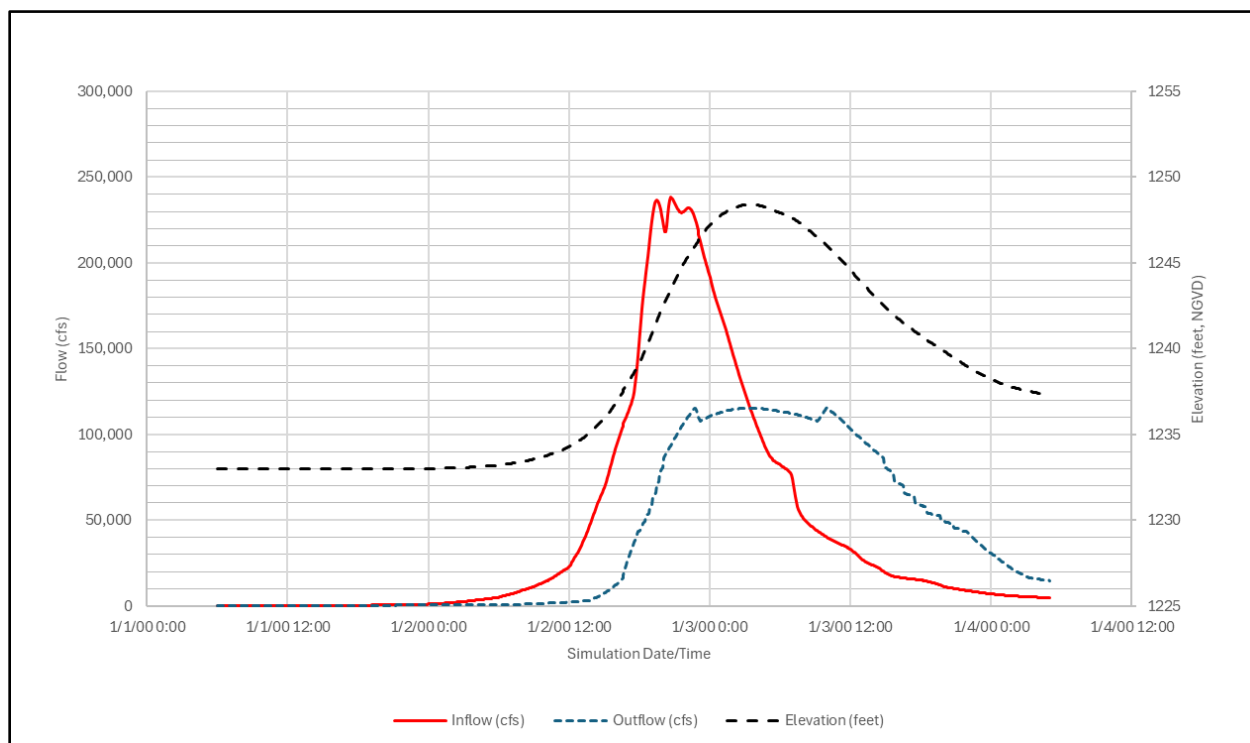
Table 5-2. IDF Routing Results for Ellsworth Dam

Peak Stage (feet, NGVD29)	Peak Storage (acre-feet)	Peak Inflow Rate (cfs)	Peak Outflow Rate (cfs)
1248.39	174,564	238,163	115,619

NGVD29 = National Geodetic Vertical Datum of 1929

cfs = cubic feet per second

Figure 5-2. Inflow and Outflow Hydrographs and Stage for the IDF for Ellsworth Dam



5.1.5 Dam Crest Flood Routing Results

The dam crest flood (DCF) iterations are trial-and-error runs with the model to estimate the percentage of inflow PMF that would cause the peak reservoir water surface to be equal to the top of the dam crest elevation, which is 1250 feet, NGVD29. The model iterations found that fraction to be 82.5%. Table 5-3 summarizes the peak inflow and outflow flow rates, and peak stage for the DCF Routing.

Table 5-3. Dam Crest Flood (82.5% PMF) Routing Results for Ellsworth Dam

Peak Stage (feet, NGVD29)	Peak Storage (acre-feet)	Peak Inflow Rate (cfs)	PMF Peak Outflow Rate (cfs)
1250.0	188,926	261,979	121,248

NGVD29 = National Geodetic Vertical Datum of 1929

cfs = cubic feet per second

5.1.6 1246 Lake Elevation Flood Results

A similar iterative approach was performed to estimate the percentage of the PMF which would result in a peak reservoir water surface elevation of 1246 feet, NGVD29. The model iterations found that 63% of the PMF inflow. Table 5-4 summarizes the peak inflow and outflow flow rates, and peak stage for the 1246 Routing.

Table 5-4. Results of a 1246 Elevation Flood from a 63% PMF Routing Results for Ellsworth Dam

Peak Stage (feet, NGVD29)	Peak Storage (acre-feet)	Peak Inflow Rate (cfs)	PMF Peak Outflow Rate (cfs)
1246.0	152,934	203,232	115,709

NGVD29 = National Geodetic Vertical Datum of 1929

cfs = cubic feet per second

5.2 Lawtonka Dam

5.2.1 Probable Maximum Flood Hydrology

The PMF inflows to Lake Lawtonka were obtained using information from the evaluation in 2000 to develop the current gate operation policy. The 2000 evaluation cites the PMF inflows came from the Phase I Inspection Report for Lake Lawtonka (USACE and OWRB 1978). To inform the 2000 evaluation, flood routing for PMF events was performed with HEC-1 modeling of Lawtonka dam independent of Ellsworth Dam. The HEC-1 input file for Lawtonka (LPMF-A7R.DAT) has the PMF hydrology with PMF inflows to Lake Lawtonka as shown in Table 5-5.

Table 5-5. Lake Lawtonka PMF Inflows

Date/Time	IDF Inflow (cfs)
1/1/1999 19:00	0
1/1/1999 20:00	15
1/1/1999 21:00	132
1/1/1999 22:00	402
1/1/1999 23:00	684
1/2/1999 0:00	824
1/2/1999 1:00	973
1/2/1999 2:00	1384
1/2/1999 3:00	2005
1/2/1999 4:00	2664
1/2/1999 5:00	3352
1/2/1999 6:00	4040
1/2/1999 7:00	4668
1/2/1999 8:00	5314
1/2/1999 9:00	5992
1/2/1999 10:00	6457

Ellsworth Dam and Lawtonka Dam 2025 Gate Operations Study

Date/Time	IDF Inflow (cfs)
1/2/1999 11:00	6478
1/2/1999 12:00	6163
1/2/1999 13:00	6024
1/2/1999 14:00	6539
1/2/1999 15:00	7562
1/2/1999 16:00	9599
1/2/1999 17:00	13899
1/2/1999 18:00	19785
1/2/1999 19:00	28336
1/2/1999 20:00	56237
1/2/1999 21:00	105114
1/2/1999 22:00	135859
1/2/1999 23:00	124221
1/3/1999 0:00	94690
1/3/1999 1:00	70891
1/3/1999 2:00	52659
1/3/1999 3:00	38271
1/3/1999 4:00	27603
1/3/1999 5:00	20175
1/3/1999 6:00	15049
1/3/1999 7:00	11513
1/3/1999 8:00	9102
1/3/1999 9:00	7483
1/3/1999 10:00	6356
1/3/1999 11:00	5461
1/3/1999 12:00	4608
1/3/1999 13:00	3390
1/3/1999 14:00	2726
1/3/1999 15:00	2019
1/3/1999 16:00	1403
1/3/1999 17:00	968
1/3/1999 18:00	680
1/3/1999 19:00	477
1/3/1999 20:00	334
1/3/1999 21:00	231

Date/Time	IDF Inflow (cfs)
1/3/1999 22:00	159
1/3/1999 23:00	108
1/4/1999 0:00	71
1/4/1999 1:00	45
1/4/1999 2:00	26
1/4/1999 3:00	14
1/4/1999 4:00	6

5.2.2 Stage-Volume Relationship

The stage versus volumes values for Lake Lawtonka were obtained from the HEC-1 input files from the original PMF study and verified by the City of Lawton to be current. Table 5-6 lists the stage-volume values. All calculations were completed using the National Geodetic Vertical Datum of 1929 (NGVD29). The flood routing through the lake assumes a starting elevation of 1343.35 feet, NGVD29.

Table 5-6. Lake Lawtonka Stage-Volume Values

Stage (feet, NGVD29)	Volume (acre-feet)
1340	47328
1345	58327
1350	69842
1355	83992
1360	99162
1340	47328
1345	58327
1350	69842
1355	83992
1360	99162

NGVD29 = National Geodetic Vertical Datum of 1929

5.2.3 Stage-Discharge

The stage storage values were obtained from the HEC-1 input files from the original PMF study and verified by the City of Lawton to be current. Table 5-6 lists the stage-volume values used for the revised gate operations for Lake Lawtonka. All calculations were completed using the National Geodetic Vertical Datum of 1929 (NGVD29). The flood routing through the lake assumes a starting elevation of 1343.35 feet, NGVD29. Figure 5-3 shows the Stage-Volume-Discharge relationship that was used for the IDF routing for Lake Lawtonka.

Table 5-7. Lake Lawtonka Stage-Discharge Values

Stage (feet, NGVD29)	2025 Gate Operations Discharge (cfs)
1343.35	0
1343.46	0
1343.47	325
1343.59	327
1343.60	655
1343.72	660
1343.73	990
1343.84	997
1343.85	1,330
1344.59	1,390
1344.60	1,588
1345.34	1,654
1345.35	1,881
1347.68	8,444
1348.93	22,447
1350.93	30,198
1355.55	36,302

NGVD29 = National Geodetic Vertical Datum of 1929

cfs = cubic feet per second

Figure 5-3. Lake Lawtonka Stage-Volume-Discharge Relationship



5.2.4 IDF Routing Results

Table 5-8 summarizes the peak inflow and outflow flow rates, and peak stage for the routing of the IDF. The results are shown graphically in Figure 5-4.

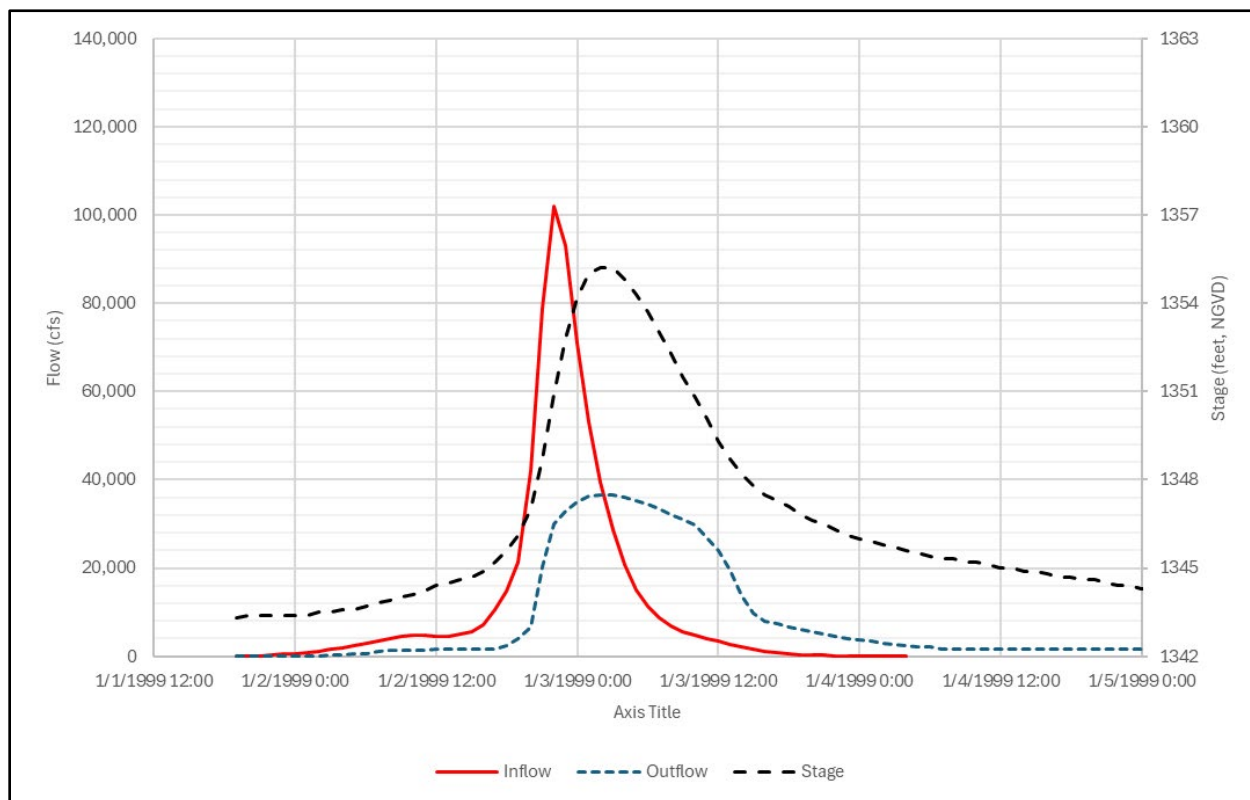
Table 5-8. IDF Routing Results

Peak Stage (feet, NGVD29)	Peak Storage (acre-feet)	Peak Inflow Rate (cfs)	Peak Outflow Rate (cfs)
1355.24	84,720	101,894	36,669

NGVD29 = National Geodetic Vertical Datum of 1929

cfs = cubic feet per second

Figure 5-4. Inflow and Outflow Hydrographs and Stage for the Lake Lawtonka IDF



5.2.5 DCF Routing Results

Table 5-9 summarizes the peak inflow and outflow flow rates, and peak stage for the routing of the DCF.

Table 5-9. IDF Routing Results

Peak Stage (feet, NGVD29)	Peak Storage (acre-feet)	Peak Inflow Rate (cfs)	Peak Outflow Rate (cfs)
1355.55	85,661	104,611	37,126

NGVD29 = National Geodetic Vertical Datum of 1929

cfs = cubic feet per second

6. References

Jacobs Engineering Group. 2024. *Lake Ellsworth Probably Maximum Flood Analysis and Update*. Tulsa, OK. May.

Applied Weather Associates (AWA). 2019. *Regional Probable Maximum Precipitation Study for Oklahoma, Arkansas, Louisiana, and Mississippi – Final Report*. Monument, Colorado. August.

U.S. Army Corps of Engineers. 1998. HEC-1 Flood Hydrograph Package. Washington D.C. June.

Appendix A

Ellsworth Dam 2025 Gate Policy Tables



LAKE ELLSWORTH

10-Aug-25

2025 GATE OPERATION POLICY - LAKE LEVEL RISING

LAKE ELEVATION	GATE OPENING (INCHES)	FLOW (CFS)
1232.99	15 Closed	0
1233.00	3 @ 6	489
1233.40	6 @ 6	1,004
1233.80	9 @ 6	1,542
1234.20	12 @ 6	2,104
1234.60	15 @ 6	2,688
1235.00	6	2,745
1235.08	7	3,164
1235.17	8	3,579
1235.25	9	3,992
1235.33	10	4,401
1235.42	11	4,809
1235.50	12	5,215
1235.58	13	5,620
1235.67	14	6,023
1235.75	15	6,425
1235.83	16	6,827
1235.92	17	7,228
1236.00	18	7,631
1236.08	19	8,079
1236.17	20	8,531
1236.25	21	8,984
1236.33	22	9,441
1236.42	23	9,900
1236.50	24	10,362
1236.58	25	10,826
1236.67	26	11,293
1236.75	27	11,763
1236.83	28	12,235
1236.92	29	12,709
1237.00	30	13,187
1237.08	31	13,667
1237.17	32	14,149
1237.25	33	14,634
1237.33	34	15,122
1237.42	35	15,613
1237.50	36	16,106
1237.58	40	17,900
1237.67	44	19,695
1237.75	48	21,489
1237.83	52	23,283
1237.92	56	25,076
1238.00	60	26,868

LAKE ELEVATION	GATE OPENING (INCHES)	FLOW (CFS)
1238.08	63	28,759
1238.17	66	30,132
1238.25	69	31,501
1238.33	72	32,867
1238.42	75	34,231
1238.50	78	35,590
1238.58	81	36,947
1238.67	84	38,300
1238.75	87	39,649
1238.83	90	40,994
1238.92	93	42,335
1239.00	96	43,672
1239.25	14 @ 96, 1 @ 204	45,008
Gates Raised= 8		
1239.50	12 @ 96, 3 @ 204	47,966
Gates Raised= 7 8 9		
1240.00	10 @ 96, 5 @ 204	52,358
Gates Raised= 6 7 8 9 10		
1240.50	8 @ 96, 7 @ 204	57,490
Gates Raised= 5 6 7 8 9 10 11		
1241.00	6 @ 96, 9 @ 204	25,515
Gates Raised= 4 5 6 7 8 9 10 11 12		
1241.50	4 @ 96, 11 @ 204	70,051
Gates Raised= 3 4 5 6 7 8 9 10 11 12 13		
1242.00	2 @ 96, 13 @ 204	77,539
Gates Raised= 2 3 4 5 6 7 8 9 10 11 12 13 14		
1242.50	15 @ 204	85,966
Gates Raised= 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		
1243.00	15 @ 204	89,985
1244.00	15 @ 204	98,301
1245.00	15 @ 204	106,882
1246.00	15 @ 204	115,711
1247.00	15 @ 204	109,775
1248.00	15 @ 204	113,768
1249.00	15 @ 204	117,626
1250.00	15 @ 204	121,361

Note: 204-inch gate opening is the fully raised position
At no time should water be allowed to overtop the gates

LAKE ELLSWORTH

10-Aug-25

2025 GATE OPERATION POLICY - LAKE LEVEL FALLING

LAKE ELEVATION	GATE OPENING (INCHES)	FLOW (CFS)
1250.00	15 @ 204	121,361
1249.00	15 @ 204	117,626
1248.00	15 @ 204	113,768
1247.00	15 @ 204	109,775
1246.00	15 @ 204	115,711
1245.00	15 @ 204	106,882
1244.00	15 @ 204	98,301
1243.00	15 @ 204	89,985
1242.50	15 @ 204	85,966
Gates Raised= 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15		
1242.00	2 @ 96, 13 @ 204	77,539
Gates Raised= 2 3 4 5 6 7 8 9 10 11 12 13 14		
1241.50	4 @ 96, 11 @ 204	70,051
Gates Raised= 3 4 5 6 7 8 9 10 11 12 13		
1241.00	6 @ 96, 9 @ 204	25,515
Gates Raised= 4 5 6 7 8 9 10 11 12		
1240.50	8 @ 96, 7 @ 204	57,490
Gates Raised= 5 6 7 8 9 10 11		
1240.00	10 @ 96, 5 @ 204	52,358
Gates Raised= 6 7 8 9 10		
1239.50	12 @ 96, 3 @ 204	47,966
Gates Raised= 7 8 9		
1239.25	14 @ 96, 1 @ 204	45,008
Gates Raised= 8		
1239.00	96	43,672
1238.92	93	42,335
1238.83	90	40,994
1238.75	87	39,649
1238.67	84	38,300
1238.58	81	36,947
1238.50	78	35,590
1238.42	75	34,231
1238.33	72	32,867
1238.25	69	31,501
1238.17	66	30,132
1238.08	63	28,759

Note: 204-inch gate opening is the fully raised position
At no time should water be allowed to overtop the gates.

LAKE ELEVATION	GATE OPENING (INCHES)	FLOW (CFS)
1238.00	60	26,868
1237.92	56	25,076
1237.83	52	23,283
1237.75	48	21,489
1237.67	44	19,695
1237.58	40	17,900
1237.50	36	16,106
1237.42	35	15,613
1237.33	34	15,122
1237.25	33	14,634
1237.17	32	14,149
1237.08	31	13,667
1237.00	30	13,187
1236.92	29	12,709
1236.83	28	12,235
1236.75	27	11,763
1236.67	26	11,293
1236.58	25	10,826
1236.50	24	10,362
1236.42	23	9,900
1236.33	22	9,441
1236.25	21	8,984
1236.17	20	8,531
1236.08	19	8,079
1236.00	18	7,631
1235.92	17	7,228
1235.83	16	6,827
1235.75	15	6,425
1235.67	14	6,023
1235.58	13	5,620
1235.50	12	5,215
1235.42	11	4,809
1235.33	10	4,401
1235.25	9	3,992
1235.17	8	3,579
1235.08	7	3,164
1235.00	6	2,745
1234.60	12 @ 6	2,104
1234.20	9 @ 6	1,542
1233.80	6 @ 6	1,004
1233.40	3 @ 6	489
1232.50	15 Closed	0

Appendix B

Lawtonka Dam 2025 Gate Policy Tables



LAKE LAWTONKA

12-Aug-25

2025 GATE OPERATION POLICY - LAKE LEVEL RISING

LAKE ELEVATION	GATE OPENING (INCHES)	FLOW (CFS)
1343.35	8 Closed	0
1343.48	2 @ 6	325
1343.60	4 @ 6	655
1343.73	6 @ 6	990
1343.85	8 @ 6	1,330
1344.60	7	1,588
1345.35	8	1,881
1345.43	9	2,089
1345.52	10	2,295
1345.60	11	2,525
1345.68	12	2,730
1345.77	13	2,934
1345.85	14	3,161
1345.93	15	3,364
1346.02	16	3,567
1346.10	17	3,793
1346.18	18	3,996
1346.27	19	4,223
1346.35	20	4,477
1346.43	21	4,706
1346.52	22	4,937
1346.60	23	5,195
1346.68	24	5,429
1346.77	25	5,664
1346.85	26	5,927
1346.93	27	6,164
1347.02	28	6,403
1347.10	29	6,670
1347.18	30	6,912
1347.27	31	7,155
1347.35	32	7,426
1347.43	33	7,672
1347.52	34	7,920
1347.60	35	8,195
1347.68	36	8,445

LAKE ELEVATION	GATE OPENING (INCHES)	FLOW (CFS)
1347.77	40	9,376
1347.85	44	10,333
1347.93	48	11,264
1348.02	52	12,193
1348.10	56	13,149
1348.18	60	14,077
1348.27	64	15,005
1348.35	68	15,957
1348.43	72	16,882
1348.52	76	17,806
1348.60	80	18,754
1348.68	84	19,675
1348.77	88	20,594
1348.85	92	21,536
1348.93	96	22,451
1349.02	97	22,749
1349.10	98	23,073
1349.18	99	23,374
1349.27	100	23,676
1349.35	101	24,005
1349.43	102	24,310
1349.52	103	24,616
1349.60	104	24,949
1349.68	105	25,259
1349.77	106	25,570
1349.85	107	25,907
1349.93	108	26,221
1350.02	109	26,536
1350.10	110	26,879
1350.18	111	27,197
1350.27	112	27,516
1350.35	113	27,863
1350.43	114	28,186
1350.52	115	28,510
1350.60	116	28,861
1350.68	117	29,188
1350.77	118	29,516
1350.85	119	29,872
1350.93	120	30,203
1353.00	120	33,073
1354.00	120	34,375
1355.55	120	36,302

LAKE LAWTONKA

12-Aug-25

2025 GATE OPERATION POLICY - LAKE LEVEL FALLING

LAKE ELEVATION	GATE OPENING (INCHES)	FLOW (CFS)
1355.55	120	36,302
1354.00	120	34,375
1353.00	120	33,073
1350.93	120	30,203
1350.85	119	29,872
1350.77	118	29,516
1350.68	117	29,188
1350.60	116	28,861
1350.52	115	28,510
1350.43	114	28,186
1350.35	113	27,863
1350.27	112	27,516
1350.18	111	27,197
1350.10	110	26,879
1350.02	109	26,536
1349.93	108	26,221
1349.85	107	25,907
1349.77	106	25,570
1349.68	105	25,259
1349.60	104	24,949
1349.52	103	24,616
1349.43	102	24,310
1349.35	101	24,005
1349.27	100	23,676
1349.18	99	23,374
1349.10	98	23,073
1349.02	97	22,749
1348.93	96	22,451
1348.85	92	21,536
1348.77	88	20,594
1348.68	84	19,675
1348.60	80	18,754
1348.52	76	17,806
1348.43	72	16,882
1348.35	68	15,957
1348.27	64	15,005
1348.18	60	14,077
1348.10	56	13,149
1348.02	52	12,193
1347.93	48	11,264
1347.85	44	10,333
1347.77	40	9,376

LAKE ELEVATION	GATE OPENING (INCHES)	FLOW (CFS)
1347.68	36	8,445
1347.60	35	8,195
1347.52	34	7,920
1347.43	33	7,672
1347.35	32	7,426
1347.27	31	7,155
1347.18	30	6,912
1347.10	29	6,670
1347.02	28	6,403
1346.93	27	6,164
1346.85	26	5,927
1346.77	25	5,664
1346.68	24	5,429
1346.60	23	5,195
1346.52	22	4,937
1346.43	21	4,706
1346.35	20	4,477
1346.27	19	4,223
1346.18	18	3,996
1346.10	17	3,793
1346.02	16	3,567
1345.93	15	3,364
1345.85	14	3,161
1345.77	13	2,934
1345.68	12	2,730
1345.60	11	2,525
1345.52	10	2,295
1345.43	9	2,089
1345.35	8	1,881
1344.60	7	1,588
1343.85	8 @ 6	1,330
1343.73	6 @ 6	990
1343.60	4 @ 6	655
1343.48	2 @ 6	325
1343.35	8 Closed	0

Note: 120-inch gate opening is the fully raised position
At no time should water be allowed to overtop the gates.

Appendix C

Ellsworth Dam Spillway

Computational Fluid Dynamics Analysis



Ellsworth Dam Spillway Gates - a Computational Fluid Dynamics (CFD) Analysis

Date: July 25, 2025
Project Name: Ellsworth Dam
Project No.: WFXR8200.A.PN.OE.E-4
Prepared By: Shinjiro Miyawaki/CVO
Reviewed By: Ken Hansen/CVO

Jacobs Engineering Inc.
1100 NE Circle Blvd
Suite 300
Corvallis, OR 97330
United States
T +1.541.752.4271
F +1.541.752.0276
www.jacobs.com

1. Introduction

This technical memorandum summarizes the evaluation of the spillway gates for the Ellsworth Dam in Elgin, OK, using Computational Fluid Dynamics (CFD). Figure 1-1 shows an isometric view of overall model geometry. Approximately 154,000 cubic feet per second (cfs) of water in the reservoir flows through 15 fully open gates on the spillway crest when the reservoir water surface is 25 feet above the crest. Net length of each gate is 20 feet, the crest is Ogee-shaped, and outlet structure is located at both ends of the spillway. The objective of the analysis was to estimate the discharges through the gates at different reservoir water surface elevations (WSEs) and during different gate operations.

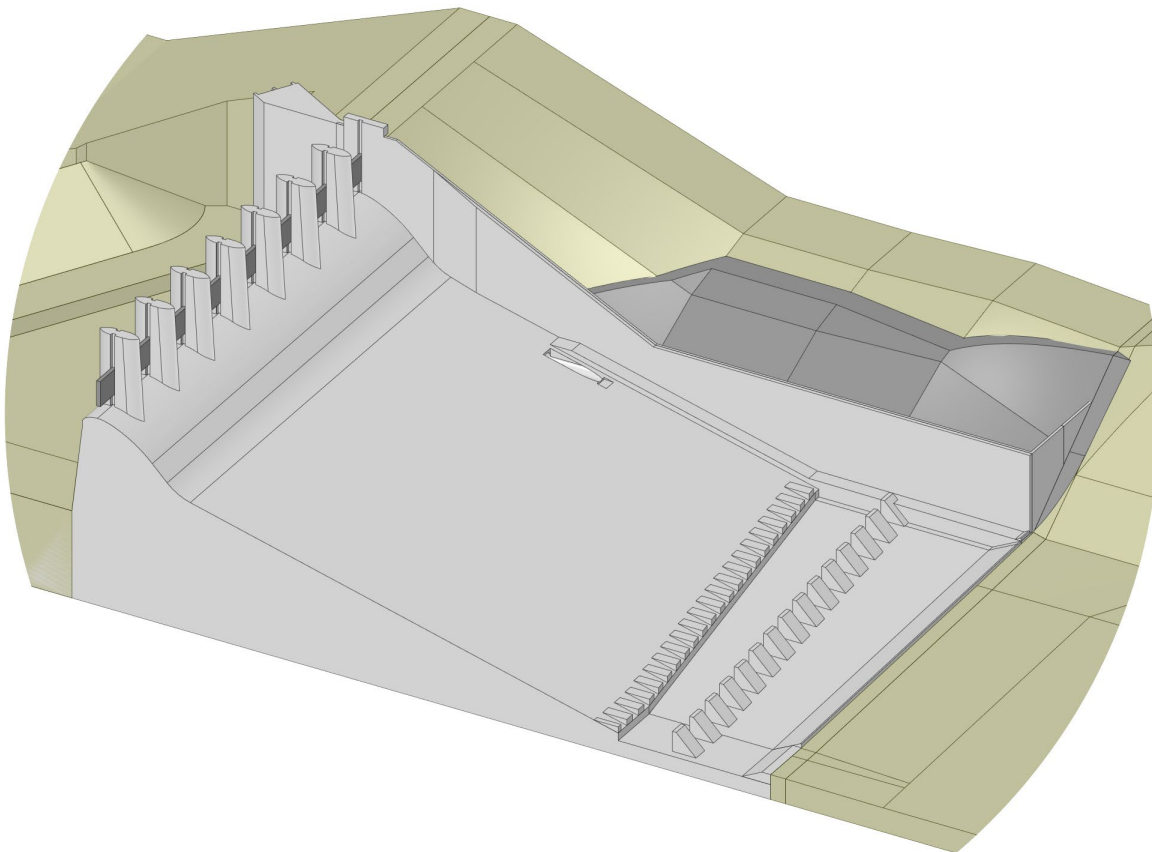


Figure 1-1. Isometric view of overall model geometry.

2. Overview of CFD

Computational Fluid Dynamics (CFD) provides detailed 3-dimensional simulation of fluid flow. The set of governing equations such as conservation of mass, momentum, and energy are simultaneously solved using finite-volume elements. CFD modeling provides a means of evaluating complex fluid flow phenomena coupled with other equations describing the related flow physics such as turbulence. These equations can be solved for detailed geometries representing real-world problems and can be applied for both steady-state and transient conditions. Numerical and graphical results assist in predicting and understanding velocity distribution and flow patterns. Many problems that in the past required physical modeling can now be investigated using CFD.

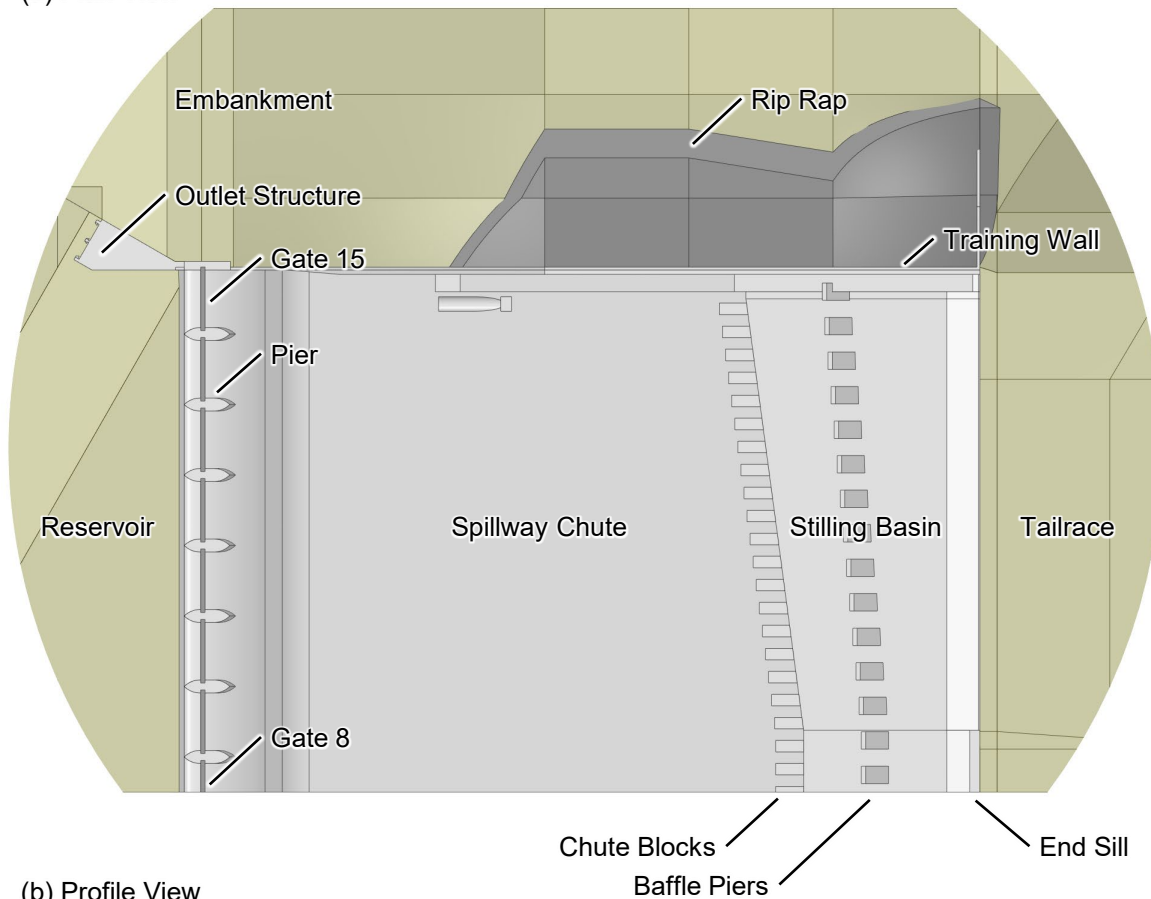
A CFD model requires the development of a 3-dimensional solids model that represents the fluid flow space. After development of the fluid model, a suitable finite-volume mesh is created and boundary conditions are established. Mesh refinement techniques are often implemented to resolve computations to a high degree of accuracy in regions where the flow parameters change rapidly. After the volume mesh is created, fluid modeling parameters along with boundary condition information must be assigned. Assignments include things such as fluid viscosity, density profiles, velocity profiles, or other important parameters that influence the flow characteristics being modeled.

The information presented in this technical memorandum is for the evaluation of alternatives and model estimates of flow parameters and results. Specific flow characteristics typically require calibration of the CFD model with detailed field observations or physical model data which are not available for engineering analyses. The results presented here are based on best practice assumptions and are generally accurate for the specific focus of the analysis.

3. Model Description

Figure 3-1 shows a schematic view of the model with primary features. This analysis only considered the area around the spillway crest because discharges through the gates were of only interest. We considered only half of the entire spillway for an efficient analysis. Details of the geometry with dimensions are presented in Appendix A.

(a) Plan View



(b) Profile View

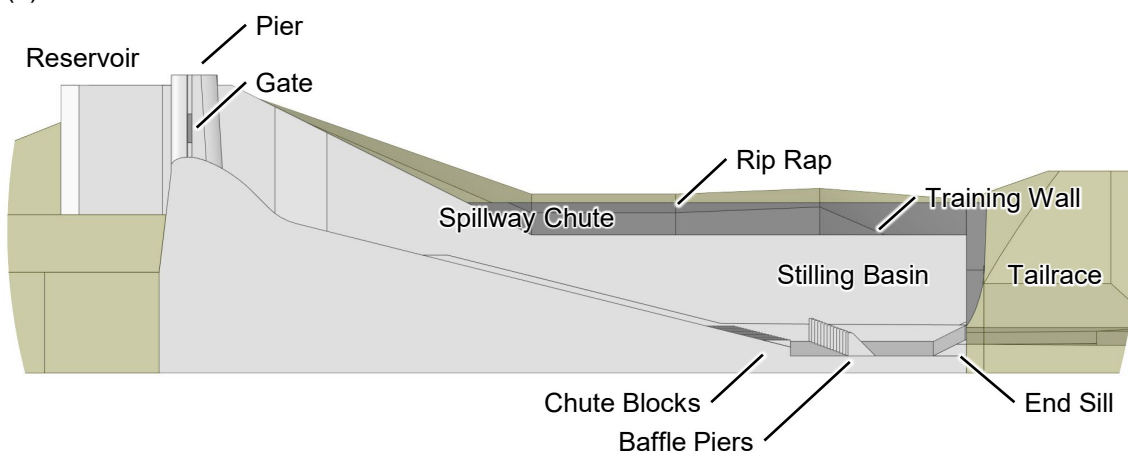


Figure 3-1. Schematic view of the model with primary features.

4. Boundary Conditions and Modeling Parameters

Boundary conditions applied to the model included reservoir WSE and gate opening height. We considered seven scenarios with different reservoir WSEs and gate operations summarized in Table 4-1.

Table 4-1. Summary of scenarios for CFD simulations.

Spillway crest elevation = 1225.00 ft NAVD29.

Scenario	Reservoir WSE (ft NAVD29)	Gates 8 through 10 Opening Height (ft)	Gates 11 through 14 Opening Height (ft)	Gate 15 Opening Height (ft)
1	1238.00	5	5	5
2	1242.00	Fully Open	Fully Open	Fully Open
3	1248.00	Fully Open	Fully Open	Fully Open
4	1248.00	Fully Open	Fully Open	10
5	1239.20	Fully Open	8	8
6	1250.00	Fully Open	Fully Open	Fully Open
7	1238.20	Fully Open	8	8

ANSYS CFX, version 20.2, CFD software was used for the hydraulic simulation. The fluid domain was modeled using an inhomogeneous, volume of fluid (VOF) approach. Turbulence was modeled using the Shear Stress Transport (SST) model.

5. Discharge Estimation

5.1 Orifice Flow

When the upstream side of a gate bottom is submerged, an orifice flow forms at the gate. Discharge Q , gate opening height d , and orifice head H are related as follows:

$$Q = C_d A \sqrt{2gH} \quad 5-1$$

where Q = discharge per gate, C_d = orifice discharge coefficient, A = net area of the opening per gate = $d \cdot L'$, L' = net width of the opening per gate = 20 ft for this spillway, g = gravitational acceleration, H = orifice head between reservoir WSE and the center elevation of the opening. We obtained C_d for each gate with orifice flow using a prescribed H and a CFD-calculated Q in scenarios 5 and 7, when the opening height was eight feet, and calculated the average value over all gates in both scenarios. We considered only an opening height of eight feet because that is the maximum opening height to be used for orifice flow.

5.2 Ogee Flow

When the upstream side of a gate bottom is not submerged, an Ogee flow forms at the gate. Discharge Q and actual head H_e are related as follows:

$$Q = CLH_e^{3/2} \quad 5-2$$

where C = Ogee discharge coefficient, and L = effective width of each gate. U.S. Army Corps of Engineers (USACE, 1992) presented a relationship between C , H_e/H_d , and P/H_d , where H_d = design head and P = spillway crest height. For this spillway, P = 20 feet, and we estimated H_d to be 16.67 feet, i.e., estimated

$P/H_d = 1.20$. We interpolated the relationship presented by USACE for $P/H_d = 1.20$ to obtain the following polynomial:

$$C = -3.435841 \times 10^{-1} \left(\frac{H_e}{H_d} \right)^2 + 1.221896 \left(\frac{H_e}{H_d} \right) + 3.075122 \quad 5-3$$

In this analysis, the gates with Ogee flow are classified into interior and exterior gates. An exterior gate is the gate adjacent to either a closed gate, a gate with orifice flow, or an end of the spillway. The other gates are interior gates. The L for an interior gate L_{int} can be calculated as follows:

$$L_{int} = L' - 2K_p H_e \quad 5-4$$

where K_p = pier contraction coefficient. USACE presented a relationship between K_p , H_e/H_d , and type of pier. The shape of the piers for this spillway is more similar to Type 4 than Type 3 because the piers for this spillway are sharper than Type 3. We obtained the following polynomial for Type 4 based on the relationship presented by USACE:

$$K_p = 2.511173 \times 10^{-2} \left(\frac{H_e}{H_d} \right)^2 - 7.199558 \times 10^{-2} \left(\frac{H_e}{H_d} \right) + 2.535547 \times 10^{-2} + e_{Kp} \quad 5-5$$

where e_{Kp} = offset from the relationship presented by USACE to account for that the pier shape is not exactly Type 4. We adjusted e_{Kp} so all Q_s for gates with Ogee flow best matched corresponding CFD-calculated Q_s . The L for an exterior gate L_{ext} can be calculated as follows:

$$L_{ext} = L' - (K_p + K_a) H_e \quad 5-6$$

where K_a = abutment contraction coefficient. It was assumed that the gates would not be operated in a way that both sides of a gate are closed gates, gates with orifice flow, and/or an end of spillway. USACE presented a relationship between K_a and H_e/R , where R = radius of abutment. We obtained the following polynomial for the suggested design curve:

$$K_a = 9.347264 \times 10^{-5} \left(\frac{H_e}{R} \right)^3 - 2.76929 \times 10^{-3} \left(\frac{H_e}{R} \right)^2 + 2.873594 \times 10^{-2} \left(\frac{H_e}{R} \right) - 7.407346 \times 10^{-3} \quad 5-7$$

We adjusted R so all discharges for gates with Ogee flow best matched corresponding CFD-calculated Q_s because this spillway does not have a radius for abutment and some exterior gates can be adjacent to a closed gate or a gate with orifice flow.

6. Results

6.1 Orifice Flow

Orifice flow formed at the gates that were not fully open. Average C_d in Equation 5-1 for gates 11 through 14 in scenarios 5 and 7 was 0.705. Figure 6-1 and Figure 6-2 compare CFD-adjusted Q_s calculated with Equation 5-1 and CFD-calculated Q_s , which show reasonably good agreement. The difference between the two was largest at a gate opening height of 10 feet because the maximum gate opening height to be used for orifice flow is 8 feet and we only considered that gate opening height to obtain C_d discharges calculated by CFD.

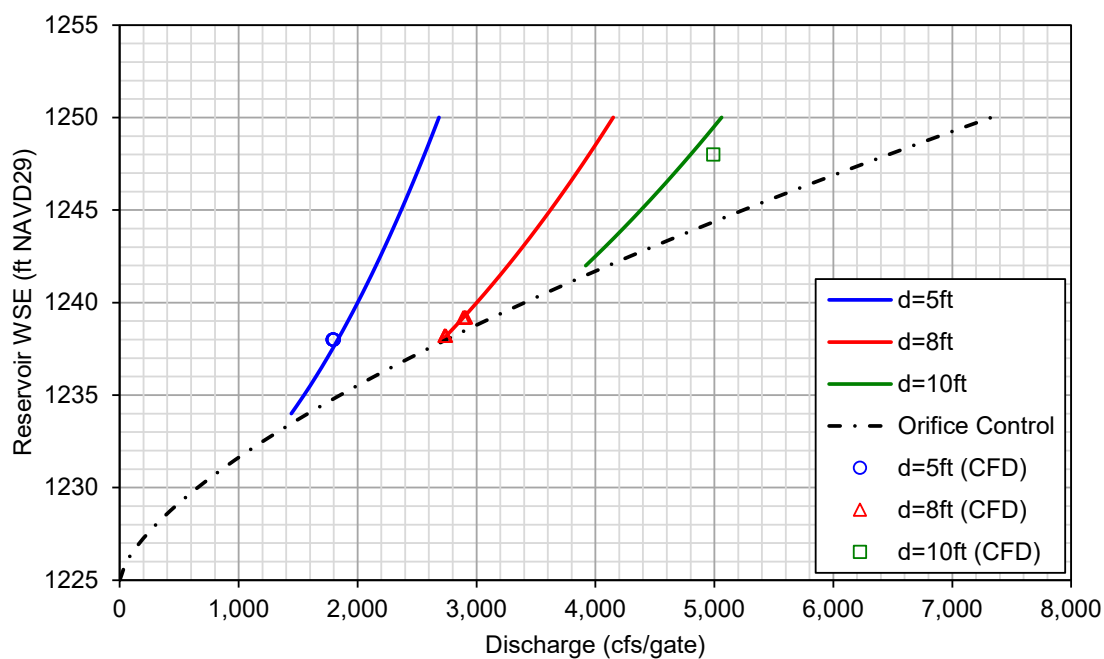


Figure 6-1. Relationship between reservoir WSE and Q for Orifice flow.

Without "(CFD)" = CFD-adjusted Q and with "(CFD)" = CFD-calculated Q. "Orifice Control" = orifice Q for $d/H_e = 0.625$ with $C_d = 0.705$.

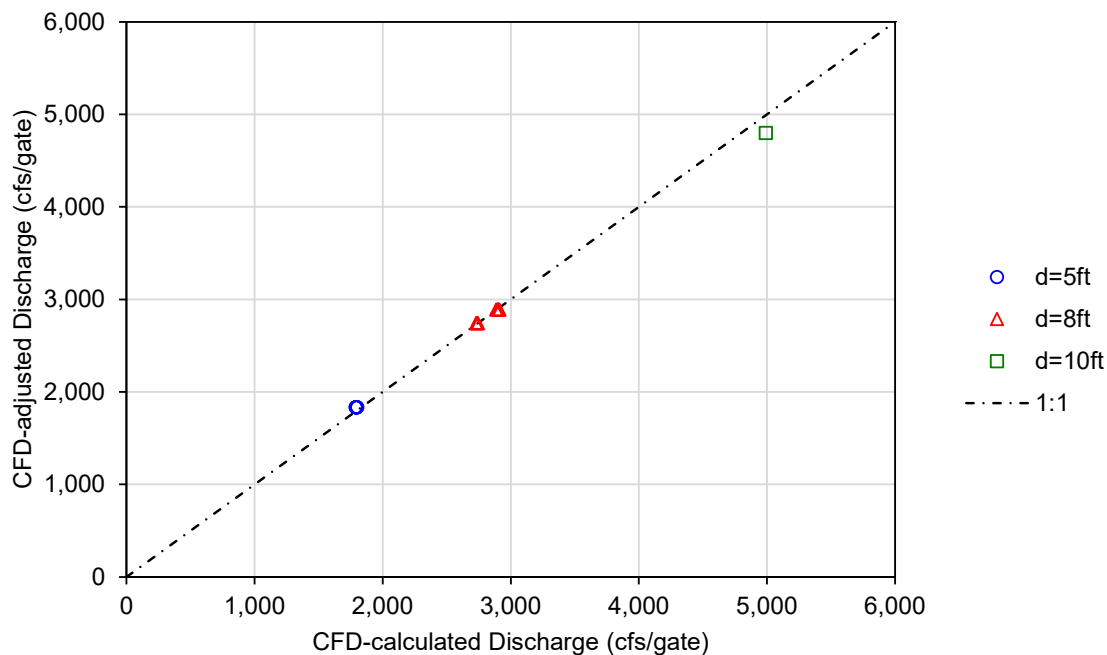


Figure 6-2. Comparison between CFD-adjusted and CFD-calculated Qs for gates with orifice flow.

6.2 Ogee Flow

Ogee flow formed at the gates that were fully open. The e_{Kp} in Equation 5-5 and the R in Equation 5-7 that resulted in the smallest difference between CFD-adjusted and CFD-calculated Q_s were 0.0263 and 3.82 feet, respectively, which are reasonable. The shape of piers for this spillway is most similar to Type 4 presented by USACE but also similar to Type 3. The K_p for Type 3 is larger than that for Type 4, so e_{Kp} of positive 0.0263 is reasonable as shown in Figure 6-3. The abutment radii presented by USACE are 4, 4, 5, 5, and 8, so R of 3.82 is reasonable.

CFD-adjusted Q_s calculated with Equation 5-2 and CFD-calculated Q_s agreed reasonably well across the entire range of Q considered for both interior and exterior gates in this analysis as shown in Figure 6-4 and Figure 6-5. The agreement was reasonably good for both interior and exterior gates because we adjusted e_{Kp} and R , instead of C , using CFD-calculated Q_s .

Water surface profiles at the exterior gates were different from those at the interior gates as shown in Figure 6-6 and Figure 6-7. The difference was smaller at a smaller head, which is reasonable because K_a increases with increasing H_e/R in Equation 5-7. Based on that CFD-adjusted Q_s for exterior gates agreed reasonably well with the corresponding CFD-calculated Q_s , the difference in effective width of gate opening between interior and exterior gates due to abutment contraction reflects the difference in water surface profiles between the two types of gates.

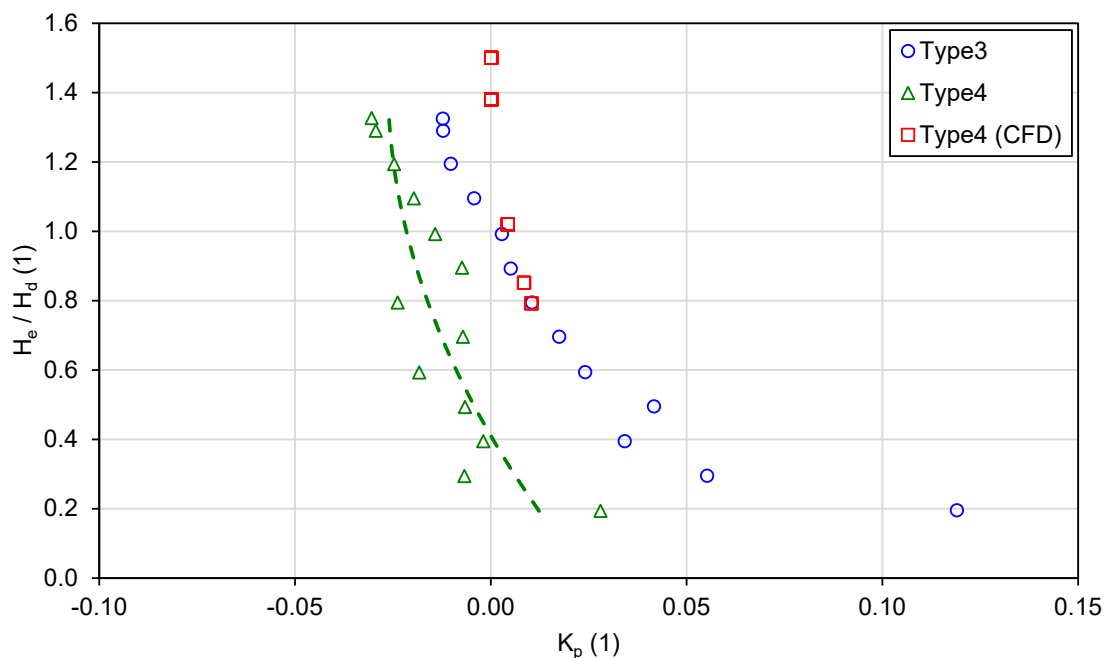


Figure 6-3. Relationship between reservoir H_e/H_d and K_p for Ogee flow.

Without "(CFD)" = original K_p and with "(CFD)" = CFD-adjusted K_p . Dashed line for Type 4 by Equation 5-5 with $e_{Kp} = 0$.

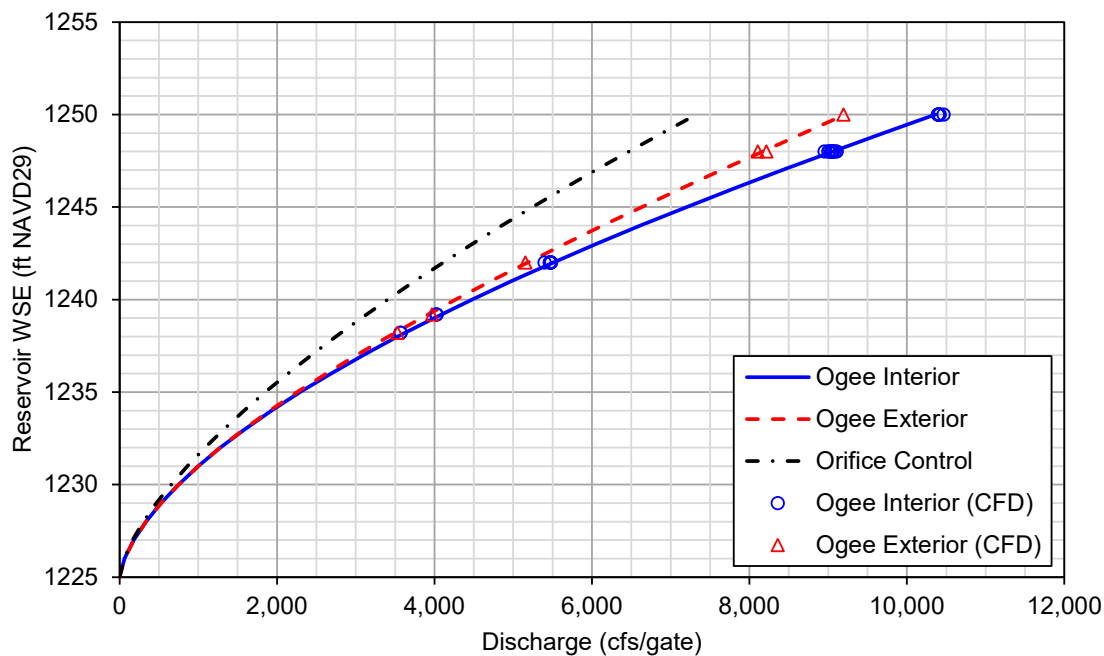


Figure 6-4. Relationship between reservoir WSE and Q for Ogee flow.

Without "(CFD)" = CFD-adjusted Q and with "(CFD)" = CFD-calculated Q. "Orifice Control" = orifice Q for $d/H_e = 0.625$ with $C_d = 0.705$.

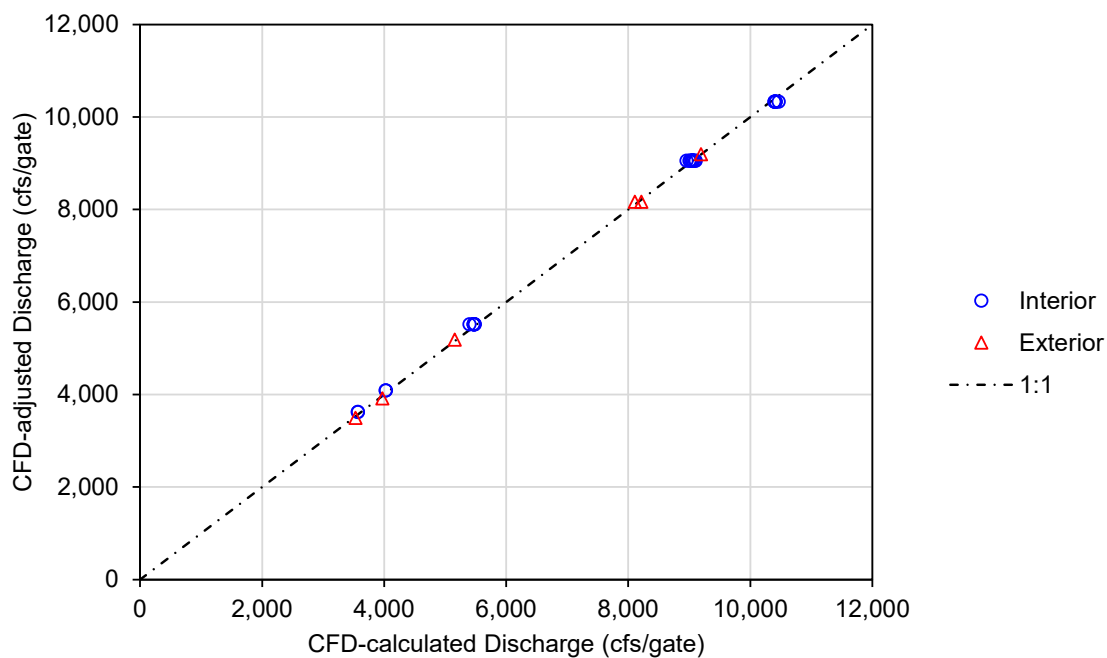


Figure 6-5. Comparison between CFD-adjusted and CFD-calculated Qs for gates with Ogee flow.

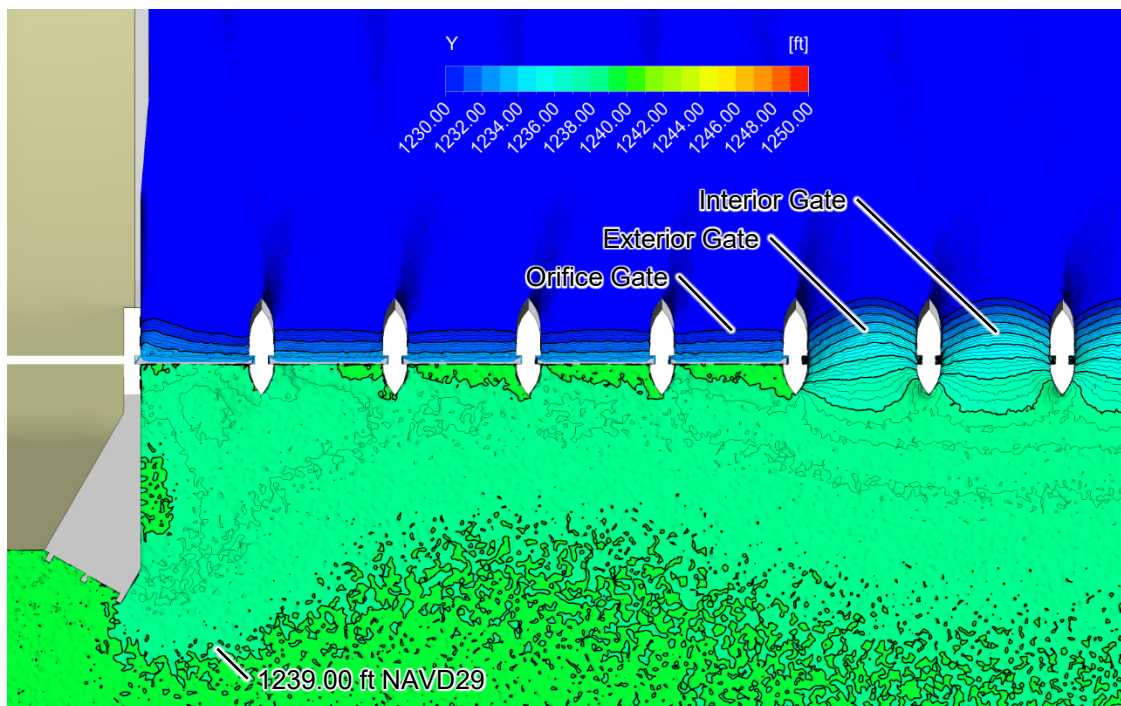


Figure 6-6. Water surface elevation around the gates in scenario 5.
Thick contour lines every foot. Elevation in NAVD29.

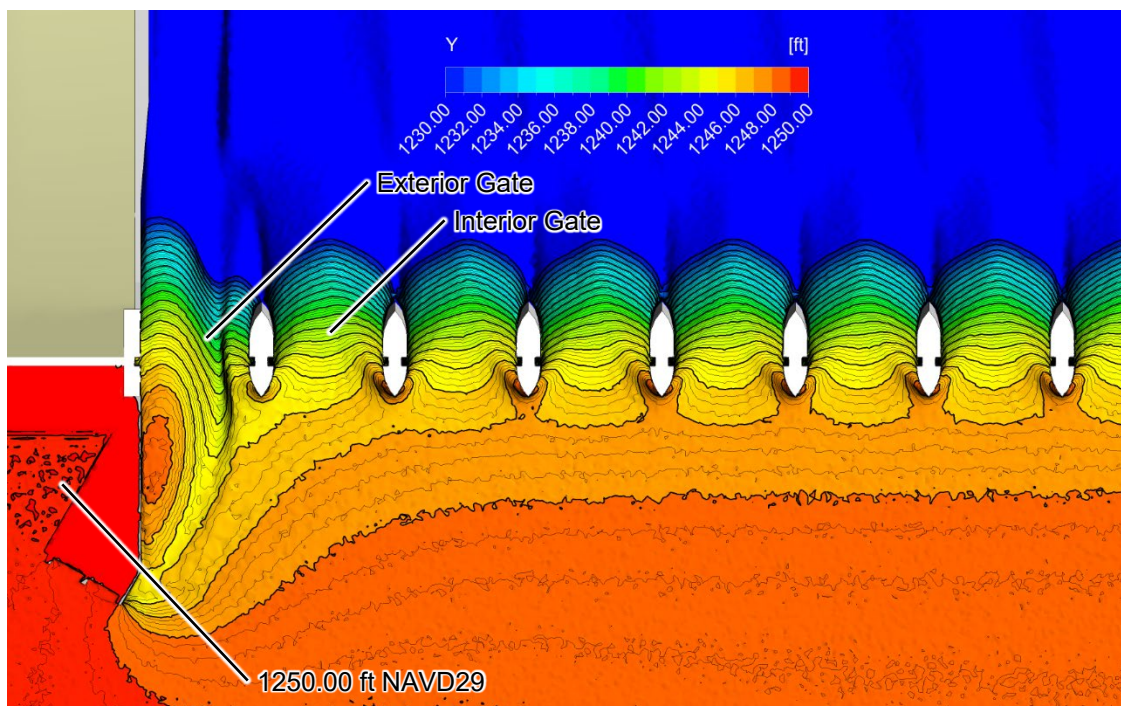


Figure 6-7. Water surface elevation around the gates in scenario 6.
Thick contour lines every foot. Elevation in NAVD29.

7. Conclusions and Recommendations

We evaluated the spillway gates for the Ellsworth Dam using CFD analysis. Seven scenarios with different reservoir WSEs and gate operations showed orifice flows through gates and Ogee flows through gates adjacent to an end of spillway, a gate with orifice flow, and a gate with Ogee flow. Gate discharges for orifice and Ogee flows calculated by analytical equations with the key empirical coefficients adjusted using CFD-calculated discharges agreed reasonably well with CFD-calculated discharges. The key empirical coefficients adjusted using CFD-calculated discharges are summarized as follows:

- Orifice flow discharge coefficient C_d in Equation 5-1 = 0.705
- Offset e_{kp} from the relationship for pier contraction coefficient presented by USACE in Equation 5-5 = 0.0263
- Abutment radius R in the relationship for abutment contraction coefficient presented by USACE in Equation 5-7 = 3.82 feet

8. References

U.S. Army Corps of Engineers. Hydraulic Design of Spillways. Engineering Manual 1110-2-1608. 1992.

Appendix A. Geometry with Dimensions

Figure A-1 through Figure A-4 show the model geometry with dimensions.

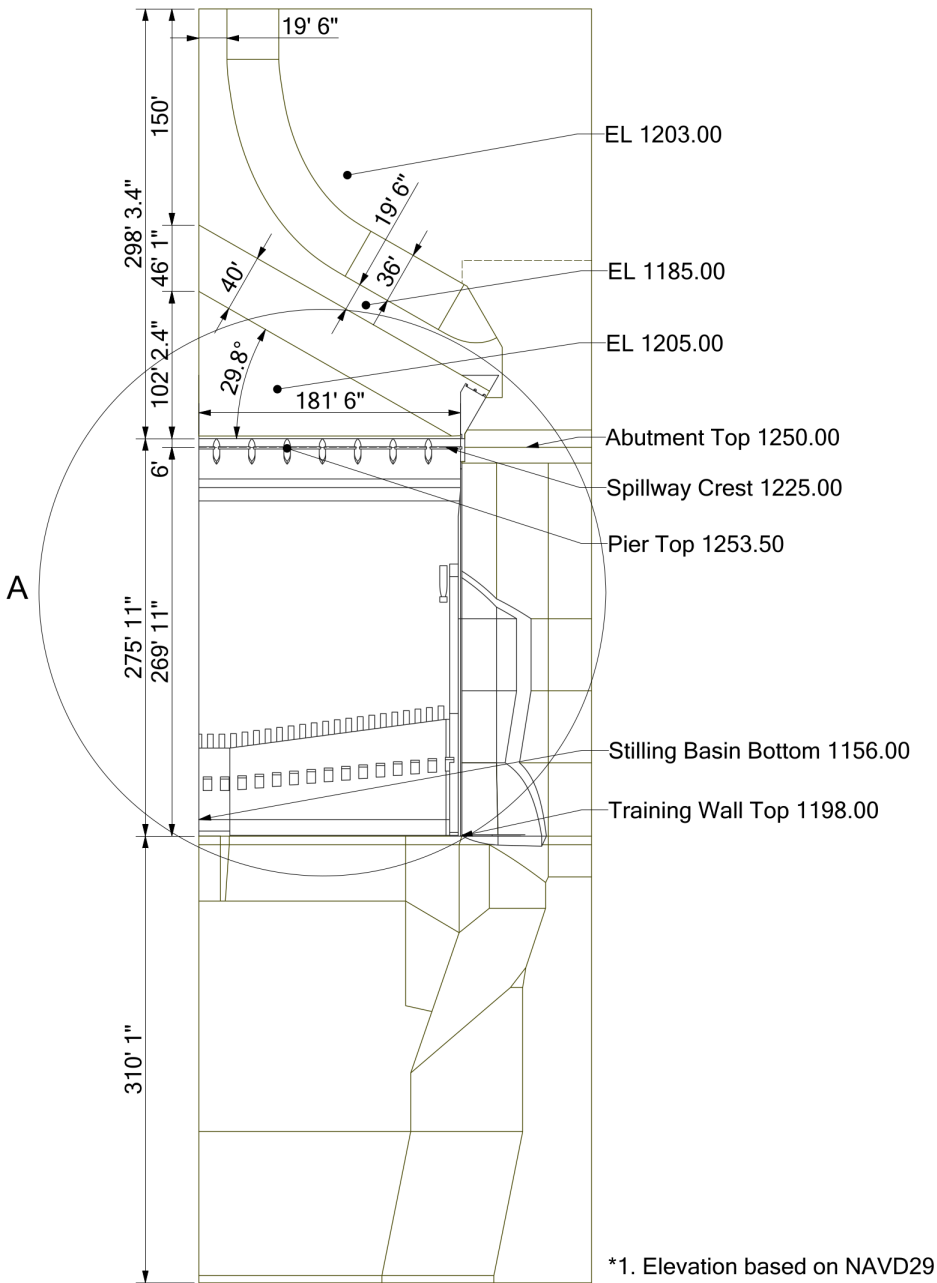


Figure A-1. Plan view of overall model geometry with dimensions.

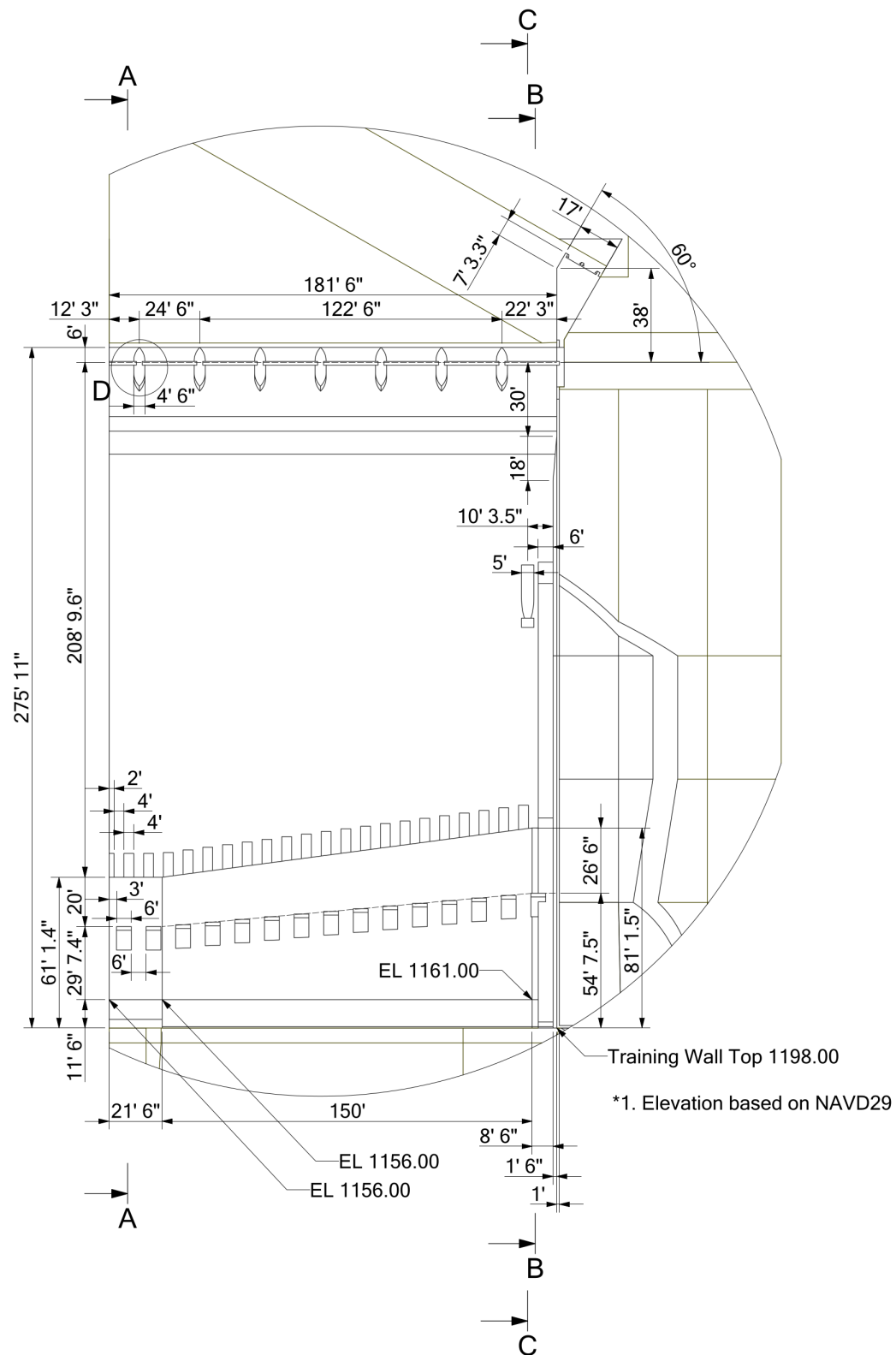


Figure A-2. Detail A in Figure A-1.

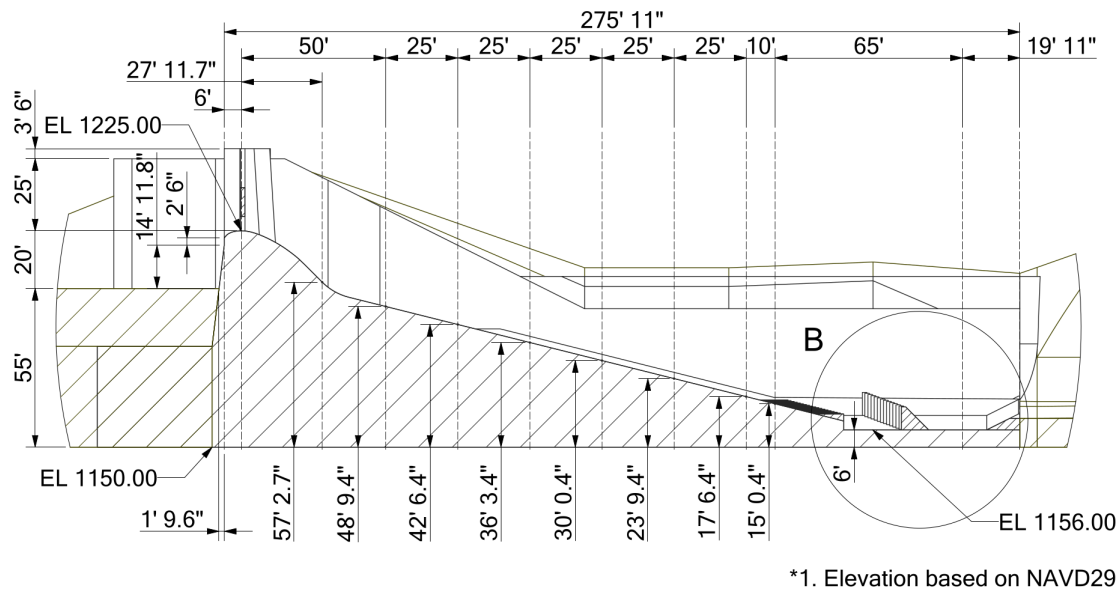


Figure A-3. Section A in Figure A-2.

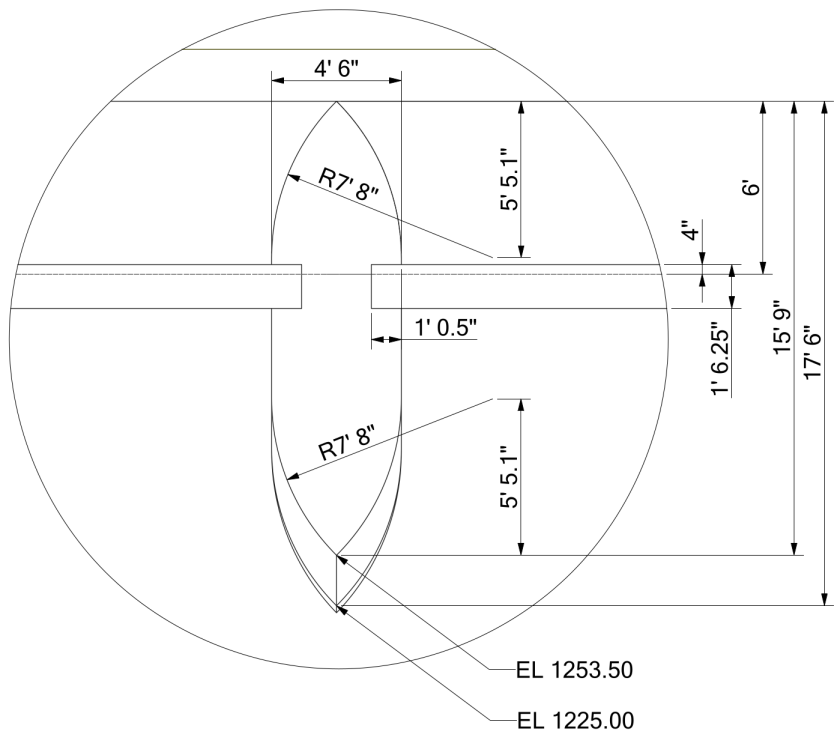


Figure A-4. Detail D in Figure A-2.

Appendix D

Lawtonka Dam Spillway

Computational Fluid Dynamics Analysis



Lawtonka Dam Spillway - a Computational Fluid Dynamics (CFD) Analysis

Date: July 25, 2025
Project Name: Lawtonka Dam
Project No.: WFXR8200.A.PN.OE.L-5
Prepared By: Shinjiro Miyawaki/CVO
Reviewed By: Ken Hansen/SLC

Jacobs Engineering Inc.
1100 NE Circle Blvd
Suite 300
Corvallis, OR 97330
United States
T +1.541.752.4271
F +1.541.752.0276
www.jacobs.com

1. Introduction

This technical memorandum summarizes the evaluation of the spillway for the Lawtonka Dam in Lawton, OK, using Computational Fluid Dynamics (CFD). Figure 1-1 shows an isometric view of overall model geometry. Approximately 36,000 cubic feet per second (cfs) of water in the reservoir flows through 8 gates with an opening height of 10 feet on the spillway crest when the reservoir water surface is 20 feet above the crest. Net length of each gate is 20 feet and the crest is Ogee-shaped. The main objective of the analysis was to estimate the discharges through the gates at different reservoir water surface elevations (WSEs) and during different gate operations. We also evaluated potential for cavitation on the spillway chute and buckets and potential for scour on the bottom of the tailrace.

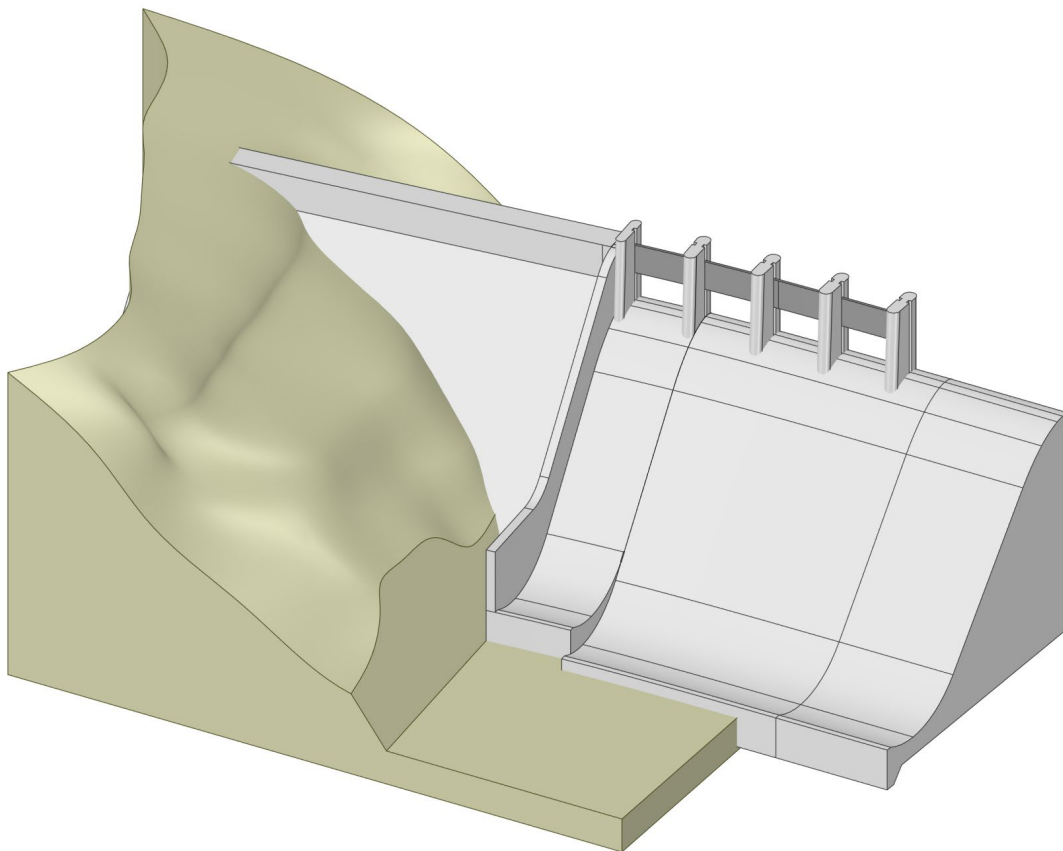


Figure 1-1. Isometric view of overall model geometry.

2. Overview of CFD

Computational Fluid Dynamics (CFD) provides detailed 3-dimensional simulation of fluid flow. The set of governing equations such as conservation of mass, momentum, and energy are simultaneously solved using finite-volume elements. CFD modeling provides a means of evaluating complex fluid flow phenomena coupled with other equations describing the related flow physics such as turbulence. These equations can be solved for detailed geometries representing real-world problems and can be applied for both steady-state and transient conditions. Numerical and graphical results assist in predicting and understanding velocity distribution and flow patterns. Many problems that in the past required physical modeling can now be investigated using CFD.

A CFD model requires the development of a 3-dimensional solids model that represents the fluid flow space. After development of the fluid model, a suitable finite-volume mesh is created and boundary conditions are established. Mesh refinement techniques are often implemented to resolve computations to a high degree of accuracy in regions where the flow parameters change rapidly. After the volume mesh is created, fluid modeling parameters along with boundary condition information must be assigned. Assignments include things such as fluid viscosity, density profiles, velocity profiles, or other important parameters that influence the flow characteristics being modeled.

The information presented in this technical memorandum is for the evaluation of alternatives and model estimates of flow parameters and results. Specific flow characteristics typically require calibration of the CFD model with detailed field observations or physical model data which are not available for engineering analyses. The results presented here are based on best practice assumptions and are generally accurate for the specific focus of the analysis.

3. Model Description

Figure 3-1 shows a schematic view of the model with primary features. We considered only half of the entire spillway with gates 5 through 8 for an efficient analysis. Details of the geometry with dimensions are presented in Appendix A.

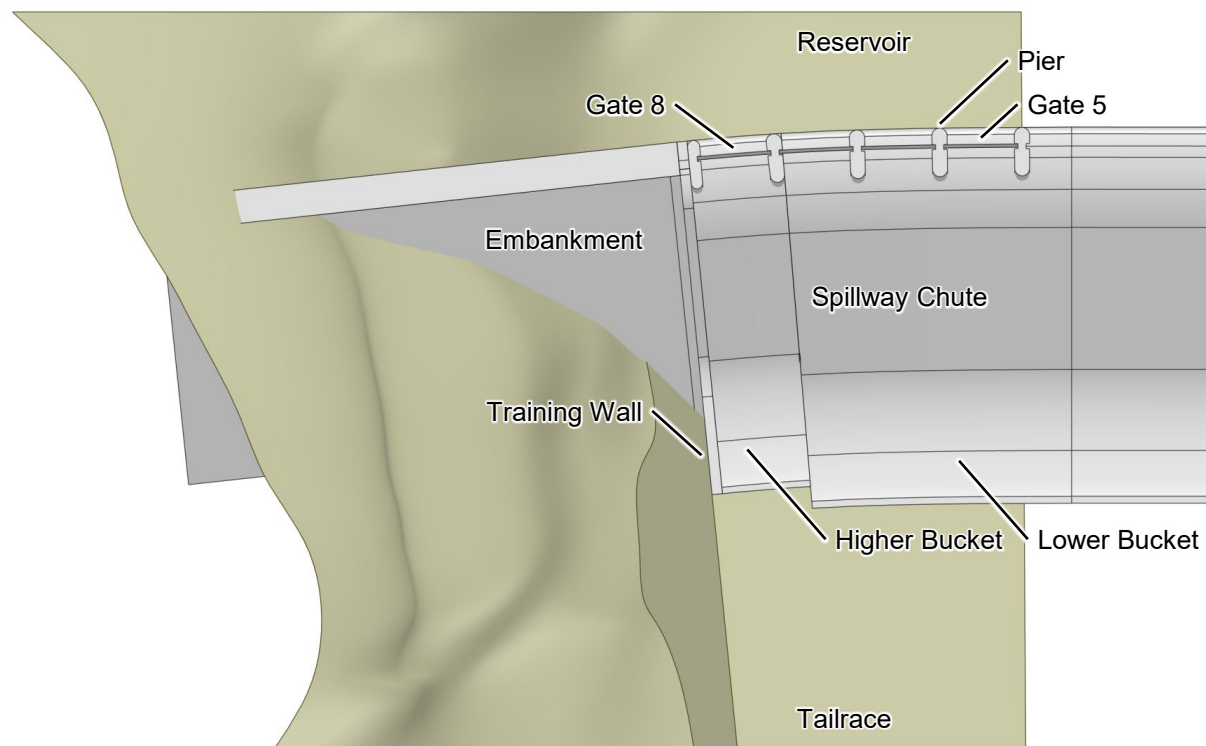


Figure 3-1. Schematic view of the model with primary features and flow directions.

4. Boundary Conditions and Modeling Parameters

Boundary conditions applied to the model included reservoir WSE and gate opening height. We considered four scenarios with different reservoir WSEs and gate operations summarized in Table 4-1.

Table 4-1. Summary of scenarios for CFD simulations.

Spillway crest elevation = 1335.55 feet.

Scenario	Reservoir WSE (ft)	Gate 5 Opening Height (ft)	Gate 6 Opening Height (ft)	Gate 7 Opening Height (ft)	Gate 8 Opening Height (ft)
1	1355.55	10	10	10	10
2	1348.00	5.0	5.0	5.0	5.0
3	1346.00	2.2	2.2	2.2	2.2
4	1345.50	1.5	1.0	0.75	0.50

ANSYS CFX, versions 19.2 and 20.2, CFD software was used for the hydraulic simulation. The fluid domain was modeled using an inhomogeneous, volume of fluid (VOF) approach. Turbulence was modeled using the Shear Stress Transport (SST) model.

5. Gate Discharge Estimation

When the upstream side of a gate bottom is submerged, an orifice flow forms at the gate. Discharge Q , gate opening height d , and orifice head H are related as follows:

$$Q = C_d A \sqrt{2gH} \quad 5-1$$

where Q = discharge per gate, C_d = orifice discharge coefficient, A = net area of the opening per gate = $d \cdot L'$, L' = net width of the opening per gate = 20 ft for this spillway, g = gravitational acceleration, H = orifice head between reservoir WSE and the center elevation of the opening. We obtained C_d for each gate opening height using a prescribed H and a CFD-calculated Q .

6. Results

6.1 Gate Discharge

Orifice flow formed at all gates in all scenarios, and C_d for each opening height is summarized in Figure 6-1. Average C_d over the range of d considered was 0.70. More detailed relationship between C_d and d can be expressed as the following piecewise power function:

$$C_d = \max(0.685d^{-0.0925}, 0.653d^{0.0450}) \quad 6-1$$

The d at the intersection of the two power functions was approximately 1.5 feet, or 18 inches. On the other hand, the width of a gate slot in the streamwise direction is 18 inches. Therefore, it is possible that the gate slots affected gate discharge when d was very smaller. Figure 6-2 compares CFD-adjusted Q_s calculated using Equation 5-1 and Equation 6-1 with CFD-calculated Q_s , which show reasonably good agreement.

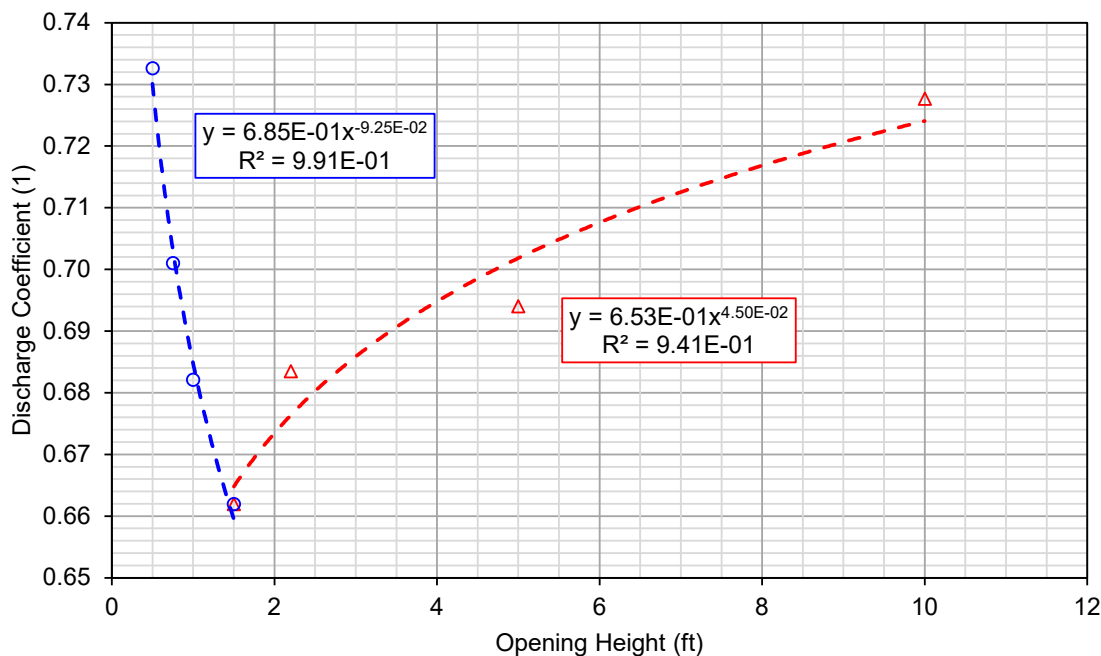


Figure 6-1. Relationship between orifice discharge coefficient and gate opening height.

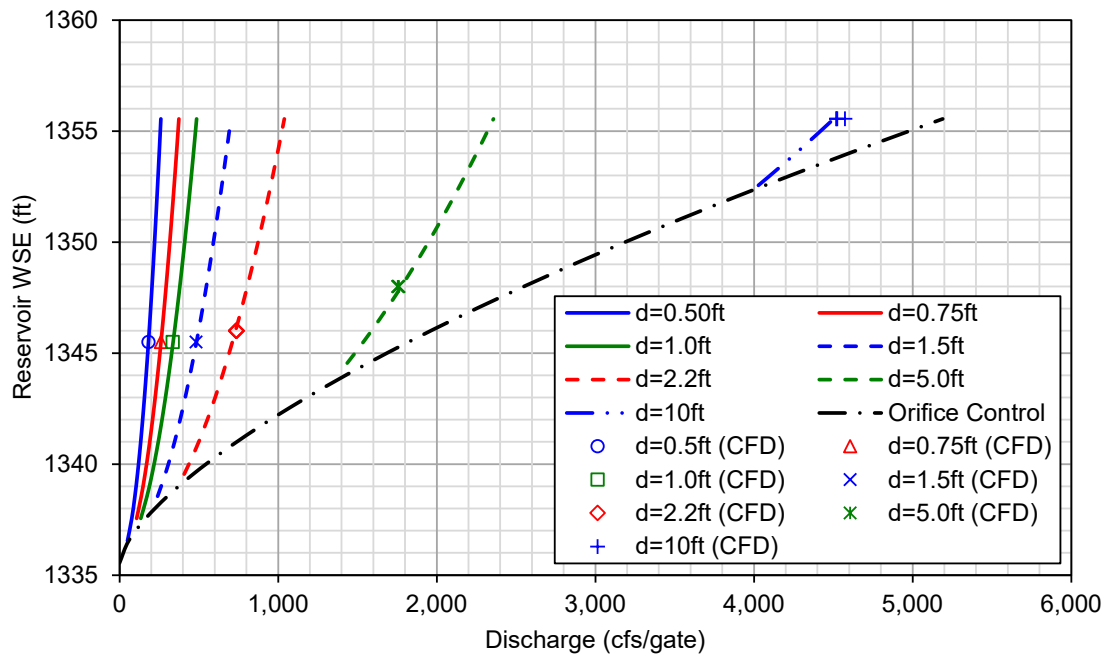


Figure 6-2. Relationship between reservoir WSE and Q for orifice flow.

Without "(CFD)" = CFD-adjusted Q and with "(CFD)" = CFD-calculated Q. "Orifice Control" = orifice Q for $d/H_e = 0.625$ with $C_d = 0.70$, where H_e = head above the spillway crest.

6.2 Cavitation Potential

Velocity reached 75 ft/s at the bottom of the spillway chute and 80 ft/s at the downstream end of the lower bucket in scenario 1 as shown in Figure 6-3. Velocity was larger downstream of gate 6 compared to gate 8 because of the lower elevation of the former. The minimum cavitation index at the bottom of the spillway chute was 0.4 as shown in Figure 6-4. Specific offset type of interest was not defined, but several types of offsets have an incipient cavitation index of 0.4 or larger according to Falvey (1990), which implies potential for cavitation is high at the bottom of the spillway chute. The jet over the lower bucket did not form nappe, or the downstream end of the bucket was not ventilated, due to the high elevation of tailwater relative to the elevation of the lower bucket. Pressure reached vapor pressure at the downstream end of the lower bucket because of high velocity and lack of ventilation as shown in Figure 6-5. This means potential for cavitation is high at the downstream end of the lower bucket. The jet over the higher bucket did not form nappe either, thus potential for cavitation at the downstream end of the higher bucket was similar to the potential for the lower bucket.

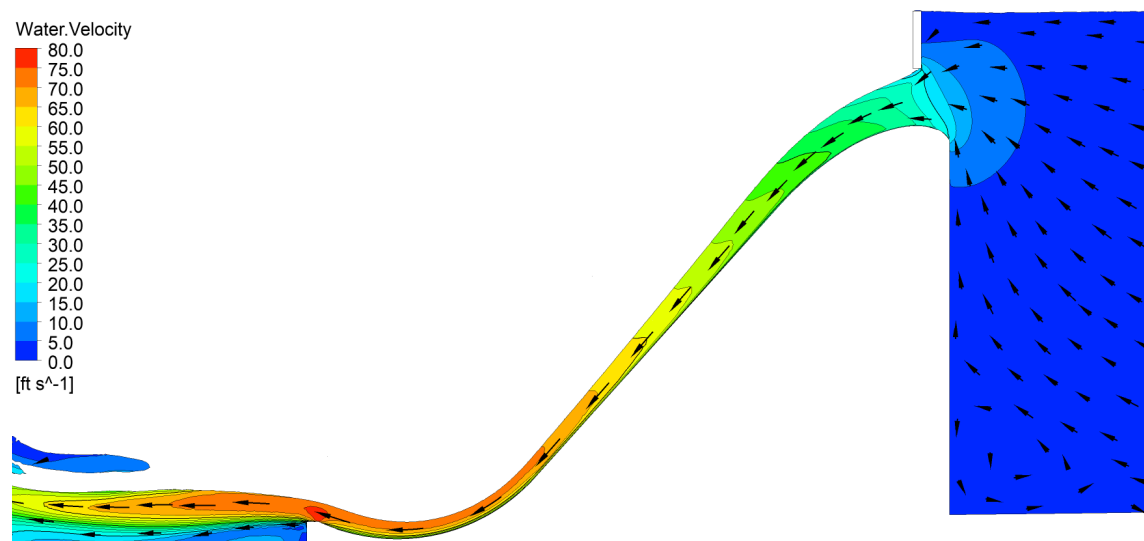


Figure 6-3. Velocity distribution in a vertical slice through gate 6 in scenario 1.

Thick contour lines every 20 ft/s.

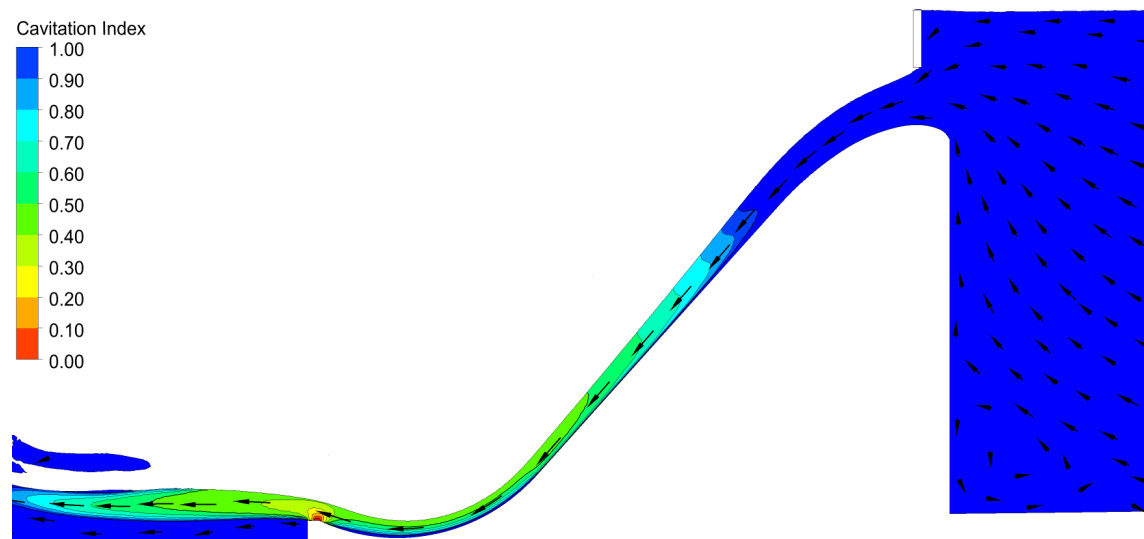


Figure 6-4. Cavitation-index distribution in a vertical slice through gate 6 in scenario 1.

Thick contour lines every 0.5.

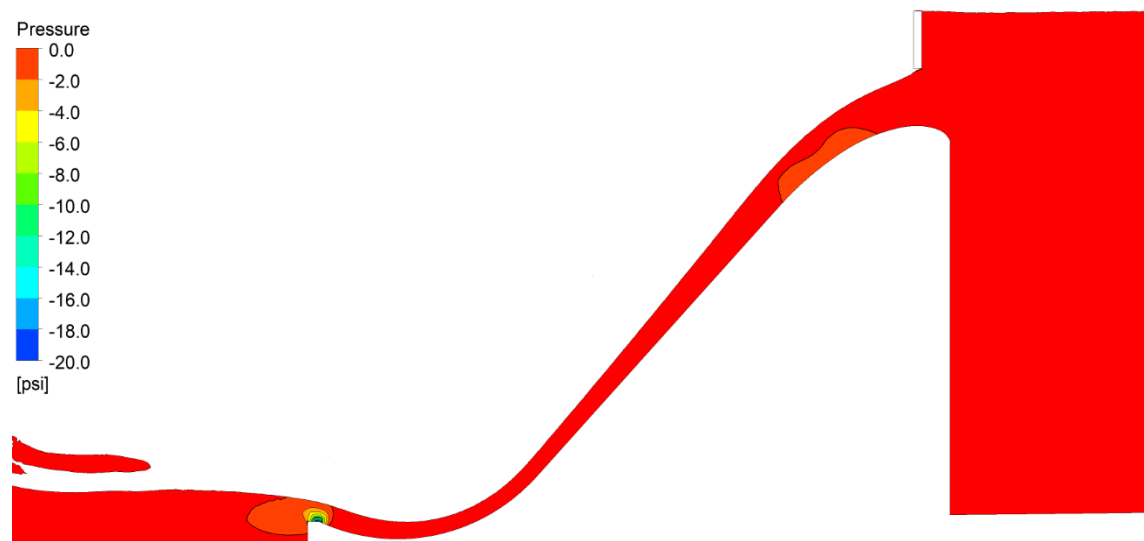


Figure 6-5. Pressure distribution in a vertical slice through gate 6 in scenario 1.
Thick contour lines every 10 psi.

6.3 Scour Potential

The maximum velocity near the bottom of the tailrace was 60 ft/s, which was found where the two jets over the lower and higher buckets collided, as shown in Figure 6-6. The maximum velocity near the right bank, looking downstream, was 25 ft/s.

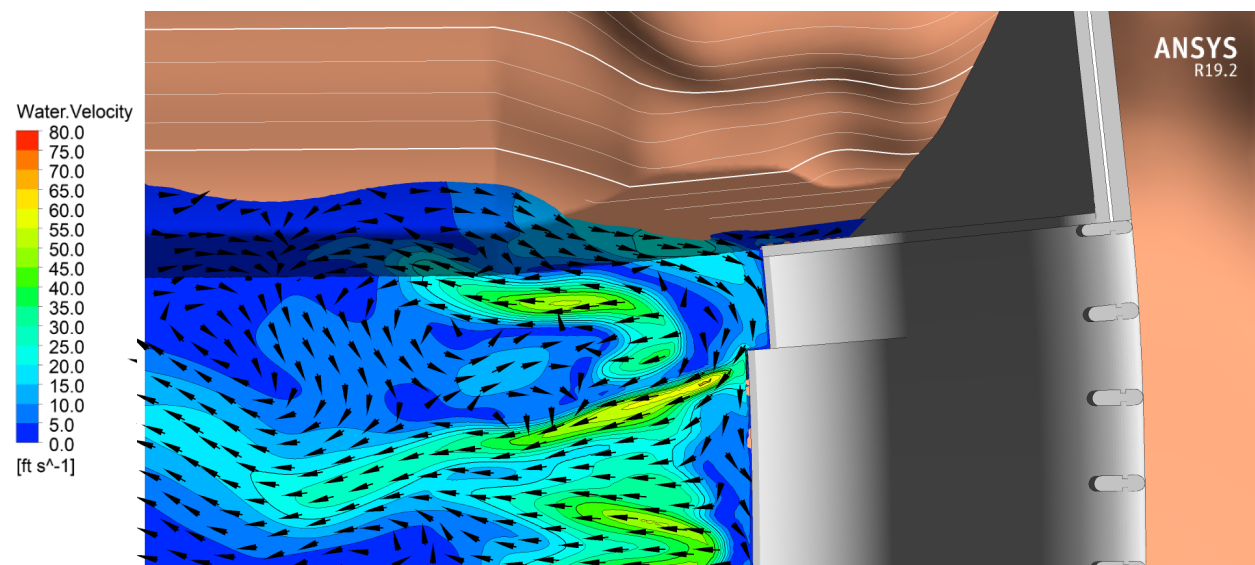


Figure 6-6. Velocity distribution near the bottom of the tailrace in scenario 1.
Two feet away from the bottom. Thick contour lines every 20 ft/s.

7. Conclusions and Recommendations

We evaluated the spillway for the Lawtonka Dam using CFD analysis. We considered four scenarios with different reservoir WSEs and gate openings to mainly evaluate gate discharge but also cavitation potential

for spillway chute, cavitation potential for the buckets, and scour potential for the tailrace. The results from the simulations showed the following:

- CFD-adjusted gate discharge agreed reasonably well with CFD-calculated gate discharge for gate openings ranging from 0.5 to 10 feet.
- Potential for cavitation is high on the spillway chute and the buckets.
- Velocity reached 60 ft/s near the bottom of the tailrace.

8. References

Falvey, H.T. Cavitation in Chutes and Spillways. Engineering Monograph No. 42, A Water Resources Technical Publication, United States Department of the Interior, Bureau of Reclamation, April 1990.

Appendix A. Geometry with Dimensions

Figure A-1 through Figure A-7 show the model geometry with dimensions.

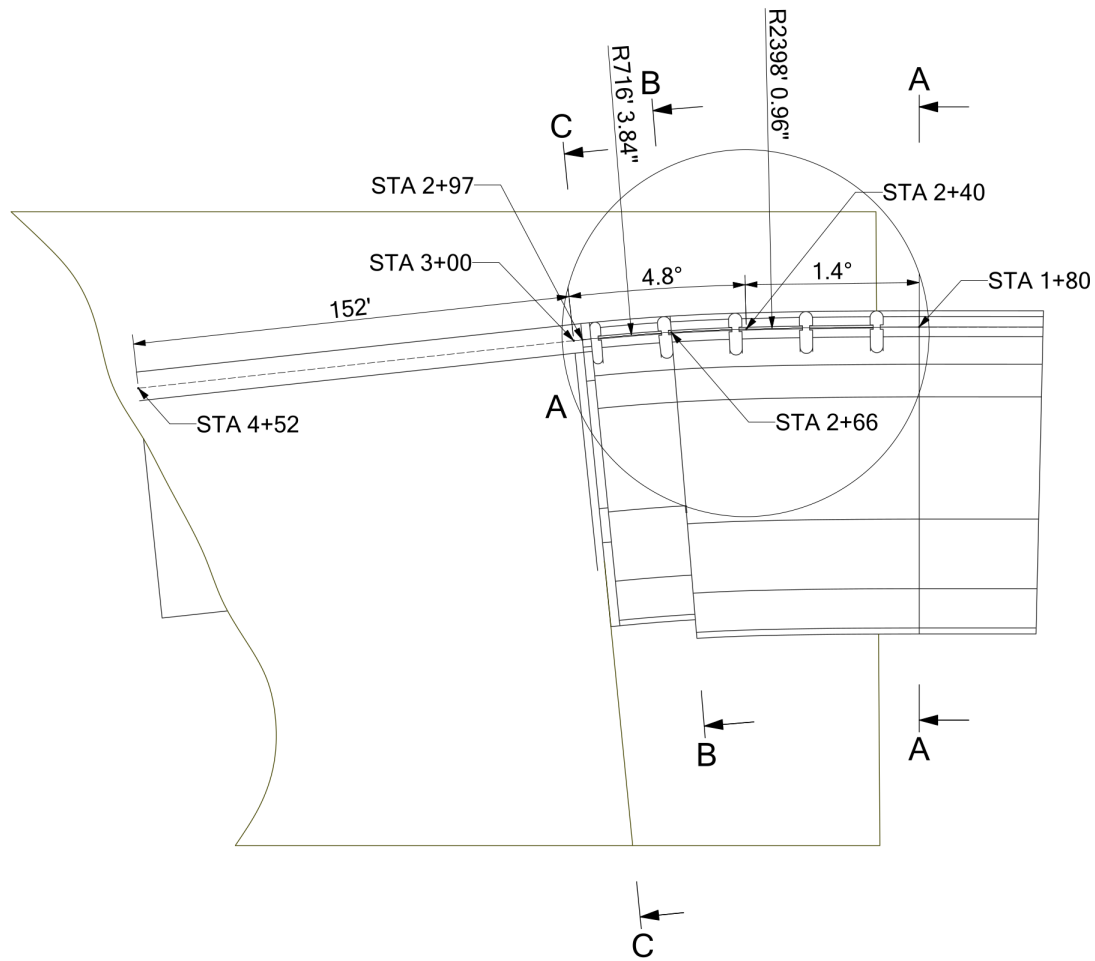


Figure A-1. Plan view of overall model geometry with dimensions.

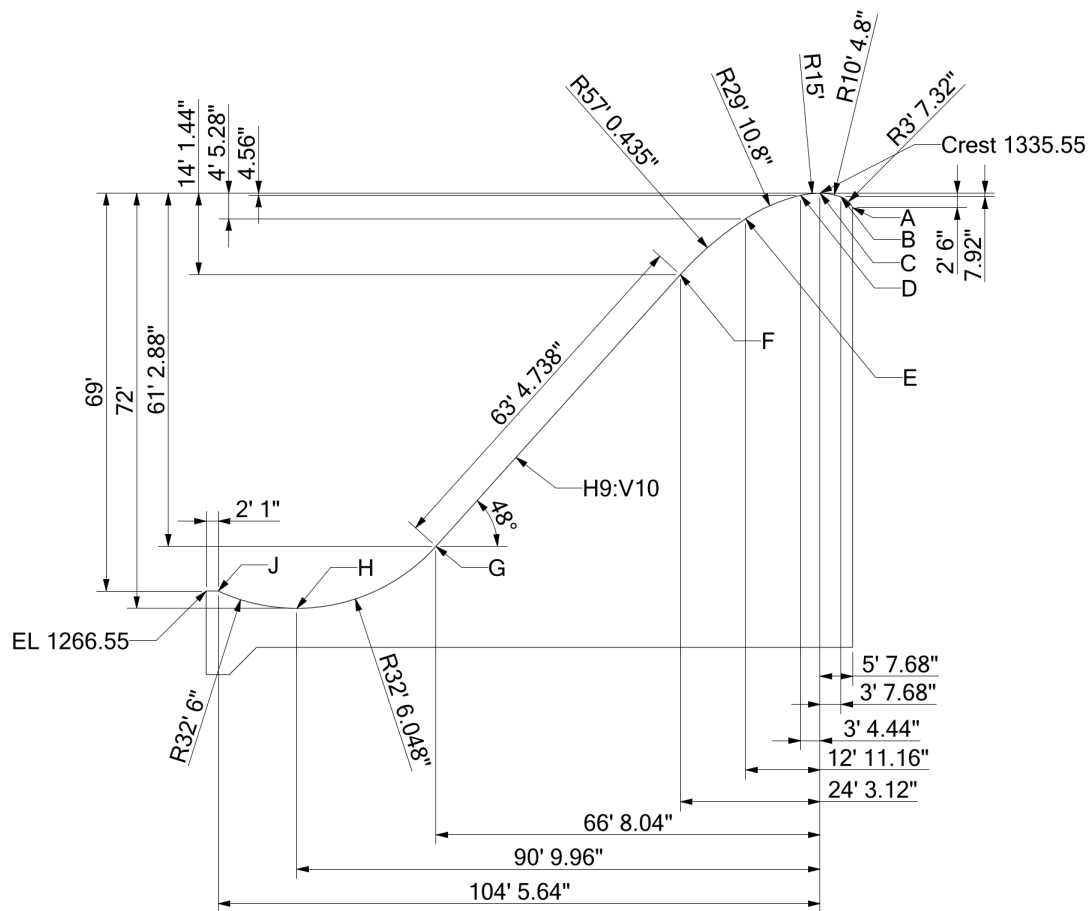


Figure A-2. Section A in Figure A-1.

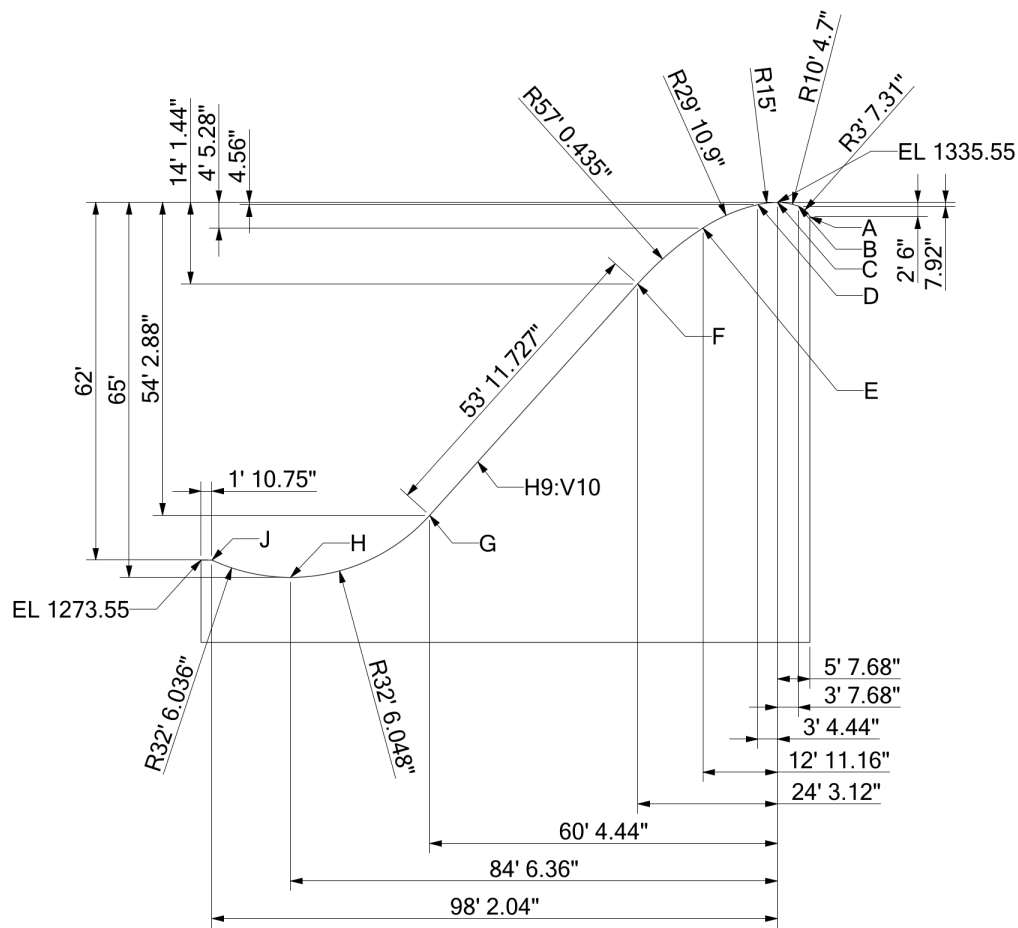


Figure A-3. Section B in Figure A-1.

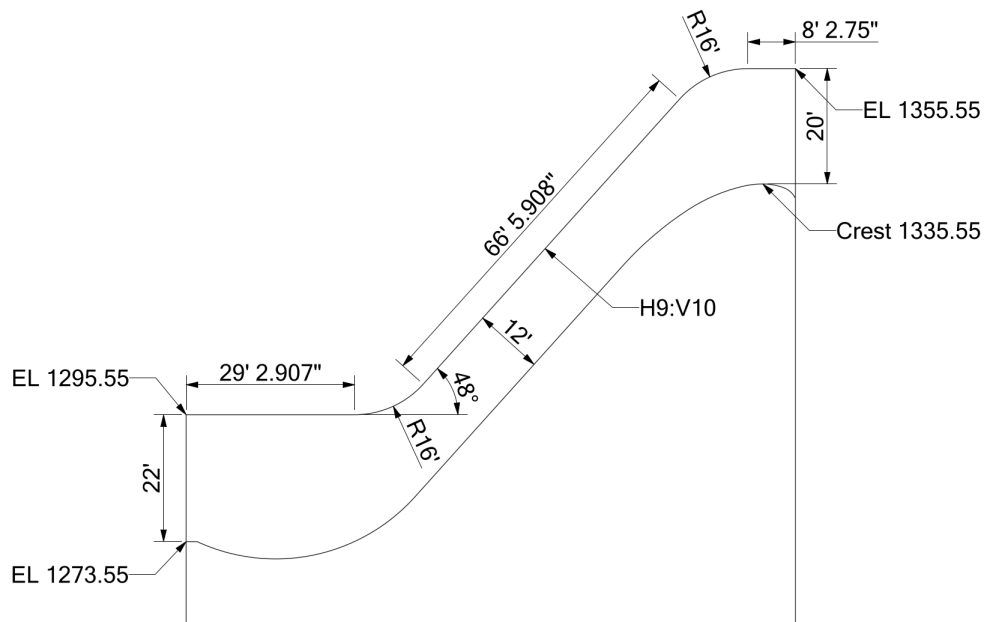


Figure A-4. Section C in Figure A-1.

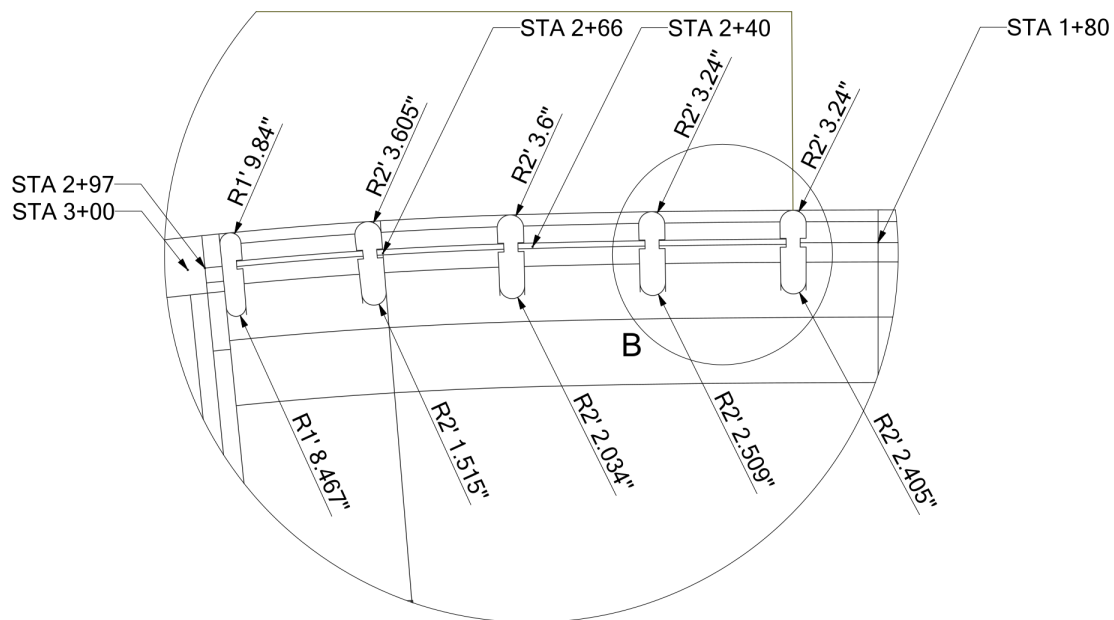


Figure A-5. Detail A in Figure A-1.

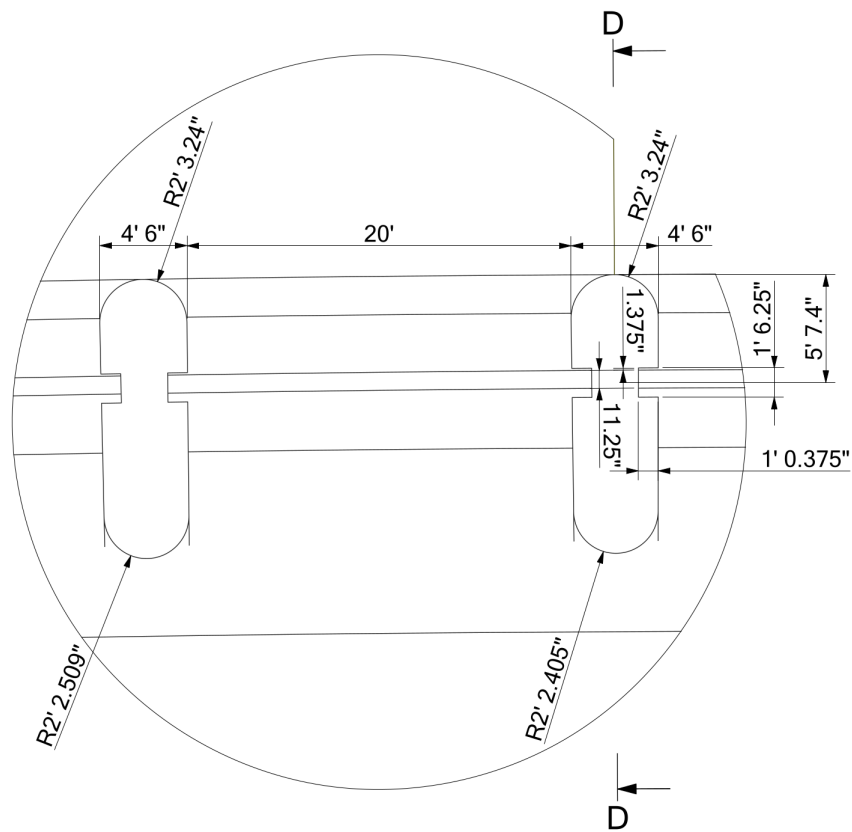


Figure A-6. Detail B in Figure A-5.

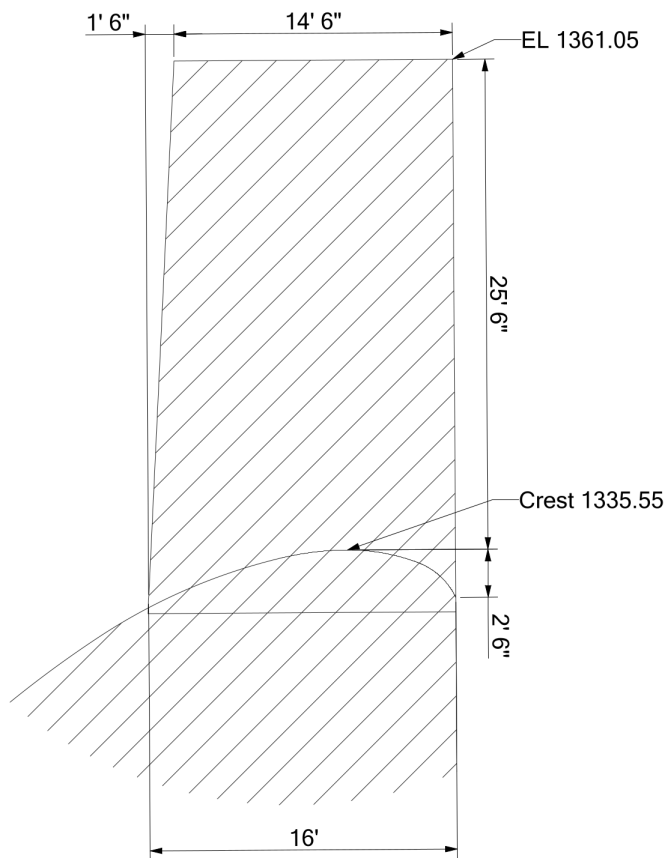


Figure A-7. Section D in Figure A-6.

Appendix E

Lawtonka HEC-1 Input File



ID LAKE LAWTONKA - PMF ROUTING THROUGH SPILLWAY & GATE
 ID SPILLWAY EL. 1335.55 ; 8-20'W X 10'H MOVABLE GATES
 ID TOP OF GATES EL. 1345.55(CLOSED COND.); TOP OF DAM EL. 1355.55
 ID NORMAL POOL EL. 1343.35
 ID PMF INFLOW HYDROGRAPH DATA FURNISHED BY OWRB
 ID PERFORMED BY AZIM, CITY OF LAWTON
 ID AUGUST, 2000; FILE : LPMF-A7R.DAT
 *FREE
 IT 60 01JAN99 1900 200
 IO 4 0
 * RATIO PMF 75%PMF 77%PMF(DCF)
 JR FLOW .75 .77
 KK LAKE LAWTONKA
 KM RUNOFF TRIBUTARY TO LAKE LAWTONKA
 BA 92
 * PMF INFLOW HYDROGRAPH FURNISHED BY OWRB
 QI 0 15 132 402 684 824 973 1384 2005 2664
 QI 3352 4040 4668 5314 5992 6457 6478 6163 6024 6539
 QI 7562 9599 13899 19785 28336 56237 105114 135859 124221 94690
 QI 70891 52659 38271 27603 20175 15049 11513 9102 7483 6356
 QI 5461 4608 3390 2726 2019 1403 968 680 477 334
 QI 231 159 108 71 45 26 14 6
 KK LAKE-ROUTING
 KM ROUTE THROUGH LAKE OUTLET - NORMAL POOL EL. 1343.35
 RS 1 ELEV 1343.35
 SV 47328 58327 69842 83992 99162
 SE 1340 1345 1350 1355 1360
 *
 * RATING TABLE FILE : LAWTONKA DISCHARGE RATES_MODIFIED.XLM in worksheet "LAWTONKA
 MOD-Flow Releases"
 SQ 0 0 325 327 655 660 990 997 1330 1390
 SQ 1588 1654 1881 8444 22447 30198 30198 30198 30198 36302
 SE 1343.35 1343.46 1343.47 1343.59 1343.60 1343.72 1343.73 1343.84 1343.85 1344.59
 SE 1344.60 1345.34 1345.35 1347.68 1348.93 1350.93 1350.93 1350.93 1350.93 1355.55
 *
 ZZ



City of Lawton

Department of Public Utilities

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

Mailing Address: 212 Southwest 9th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

October 13, 2025

RE: Ellsworth Dam and Lawtonka Dam Gate Operations Study
Final Report for Approval

On August 20, 2025, Jacobs Engineering Group, Inc. finalized the gate operations study for both Ellsworth Dam and Lawtonka Dam. The attached report summarizes the study and makes recommendations for changes in the gate operations at both dams to minimize deficiencies in operation while maintaining the design criteria for flow during various operating scenarios. I have reviewed the report and recommend it for city council approval.

Regards,

A handwritten signature in blue ink, appearing to read "W. Rusty Whisenhunt", is written over the "Regards," text.

W. Rusty Whisenhunt
Public Utilities Director

City Council Approval: _____

Date: _____

Item Title:

Consider and provide direction on action on Wedgewood Water Association due to delinquent water bill payment overages and continued revenue losses.

Initiator: Willie Whisenhunt, Director, John Ratliff, City Manager

Information Source: Willie Whisenhunt, Director

Background:

The Wedgewood Water Association is located in a County Subdivision located at Bishop and Sw 38th street. The Wedgewood Sub-division is surrounded by the City of Lawton City Limits. The Association has an outside water sales agreement with the City of Lawton. The Association has a private water line that is in very poor condition. The number of accounts authorized is 9, but only 7 service accounts are active. The amount owed is \$17,867 for overages for overage due to individual meters and the master meter. The old main has a number of leaks that keep adding up additional charges. The seven individuals each pay the amount on the individual meters. There is a potential that some unauthorized taps have been made that are not metered. The bill has reached a point where the seven remaining water services cannot pay the overage amount.

The association is currently in arrears of \$28,833.31 to the City of Lawton Utility Services Division as of October 8, 2025. \$8,779.70 of this cost is due to repair costs for time and materials provided by the City. \$1,937.93 of this cost is due to Late fees. The table below shows the total outstanding charges.

Description	Delinquent
WATER - OUTSIDE	\$17,367.54
PUMPING FEE	\$240.44
CAPOUT	\$241.50
WAURIKA - OUTSIDE	\$266.20
REPLACE METER EQUIPMENT	\$8,779.70
LATE FEE	\$1,937.93
WATER BAL FWD	\$0.00
CAPOUT BAL FWD	\$0.00
WAURIKA BAL FWD	\$0.00
Total	\$28,833.31

There have been several discussions on how to deal with water loss and how to solve the problem moving forward. The City has and continues to lose money on due to the condition of the line.

A solution is to place a new 4" PVC Public water main located on the Public Right of Way. The main would be a Public City of Lawton water main and controlled by the City of Lawton. Each service would have to establish an individual outside water sales agreement with the City of Lawton. The new main would eliminate the un-metered services, water leaks and the continued loss of water revenue.

Materials needed to replace the existing water main would be approximately \$30,000 - \$40,000. Labor estimated at \$25,000 would be provided in-house through the Public Utilities Department

operating budget. This is the best and least expensive solution to the continued loss of revenue.

Correlation to the True North Statement:

This project contributes to our goals of providing a safe community and providing world class customer service to the citizen as stated in the True North Culture Statement.

Exhibit:

Weedgewood Plat, Water line improvement plans

Key Issues:

Funding Source:

Material is paid for by the City Manager's contingency account and labor and equipment from the Public Utilities operating budget.

Recommended Action:

Authorized the installation of the 4" water main in Public Right of Way that will belong to and under control of the City of Lawton that will service the Wedgewood Subdivision.

ATTACHMENTS:

1. Wedgewood Subdivision Plat
2. WEDGEWOOD WATERLINE MAP
3. Wedgewood Water Association

DEED OF DEDICATION

Know, all men by these presents:

That I, Floyd J. Freeman, President of Freeman Inc., owners in fee simple title to the following described real estate, to-wit:

Beginning at the Southwest Corner of Section 23 Township 1 North, Range 12 West, Indian Meridian. Thence, from said point of beginning, N 00°11'00" E a distance of 1318.00 Feet; thence S 89°45'00" E a distance of 1815 Feet; thence S 00°11'00" W a distance of 1318 Feet; thence N 89°45'00" W a distance of 1815 Feet to the point of beginning, containing 55 acres more or less.

have caused the same to be surveyed, stated, and platted into blocks, lots, and streets and have caused the same to be named and designated as "Wedgewood Addition" and we do hereby dedicate for public use all the streets, alleys, and easements, as designated and shown on the adjacent plat for the purpose of providing an orderly development of the entire tract and for the purpose of providing adequate restrictive covenants for our mutual benefit and for our successors in title to the subdivision of said tract, hereafter referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent upon our successors to adhere, to-wit:

RESTRICTIONS AND COVENANTS

1. The lots in said tract shall be conveyed and sold subject to the following restrictions and covenants which shall be deemed to be a part of all lots in block 1 and all lots in block 2 on any of which either residential or business structures may be erected, maintained, and used subject to the applicable restrictions and provisions herein after stated; and no structure shall be erected on any residential lot other than one single-family dwelling not to exceed two stories in height and a garage for not more than two cars.

2. No residential structure shall be erected or permitted on any lot whether residential or business, which shall have less than 672 square feet and all structures shall be of substantial construction of normal architecture without unusual characteristics, shall be constructed of new outside material, shall have at least two coats of paint on all outside wood work. All buildings upon a lot shall be sided with weatherboarding, drop siding, brick, stucco, concrete block, tile, or shingle, but if sided with tile, the same shall be stuccoed over in a neat and workmanlike manner. No wallboard, sheet metal, roll siding, or paper, or roofing paper shall be used for outside wall coverings or roofs. This restriction shall, however, not preclude erection of any manufactured steel or metal residences.

3. The walls of any enclosed portion of any buildings upon any lot in this subdivision shall not be erected or maintained closer to the street line than the set back line shown on the plat, nor shall any part of any such building be erected or maintained closer than five (5) feet to the side lot line, nor shall any fence, hedge, or other construction which will obstruct view be erected or maintained closer to the street line or to the side lot line of any such lot than the building set back line shown on the plat.

4. No noxious or offensive practices, trade, enterprises shall be carried on upon any lot, nor shall anything be done on any lot which may be or may become a nuisance to the neighborhood.

5. No basement, tent, shack, garage, or barn, or other out building erected in the tract shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted. And no horse trailer or mobile home shall be moved onto and maintained on any lot of said subdivision. All lots in this subdivision may be used for garden crops. No horses, cattle, hogs, pigs, goats, or other livestock may be kept upon any lot in this plat. This restriction does not preclude household pets of a domestic nature.

6. No buildings or improvements shall be moved from other locations onto any lot in said subdivision without the written approval of the Seller or the Seller's Agent. Septic tanks or other city approved disposal systems will be used exclusively. Outdoor toilets are expressly forbidden by this agreement.

7. No sod, earth, sand, gravel, or shrubbery shall be removed from any lot in said subdivision except as unavoidably necessary in the construction of improvements thereon.

8. No lot in said subdivision shall be used for the storage of junk, disabled automobiles, trucks, or other vehicles, machinery, lumber, or other solid materials, nor shall any structure, building, or other structure be erected or maintained on an unsightly appearance, and each lot shall at all times be maintained in a reasonably neat and attractive condition.

9. These covenants and restrictions are to run with the land and shall be binding on all owners, their successors or assigns or persons claiming under them, until 1986, at which time said covenants shall continue for a period of ten years unless the same are lifted or modified by a vote of the owners of a majority of the property in said plat; provided, however, that these restrictions and covenants shall continue for like periods of ten (10) years each until the same are so modified by a written instrument signed by the owners of a majority of the property in said plat area, which instrument shall be filed on record in the County Clerk's office of Comanche County, Oklahoma.

10. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained while the same are in force, it shall be lawful for any other person or persons owning any other lot in said developments or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing

to recover damages or other dues for such violation as may under the circumstances be equitable.

11. The easements, streets, and ways shown on the recorded plat are hereby reserved and dedicated to public use. No residential lot shall be subdivided into smaller building plots than shown on the recorded plat, nor more than one platted lot may be used for a building plot.

12. Invalidity of any one of these covenants or parts of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Floyd J. Freeman

Floyd J. Freeman, President, Freeman Inc.

State of Oklahoma ss
County of Comanche

Before me, the undersigned, a Notary Public in and for said County and state, on this 1st day of July, 1964, personally appeared Floyd J. Freeman, President of Freeman Inc., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Edgar W. Mark
Notary Public

My commission expires MARCH 1, 1964

ENGINEER'S CERTIFICATE

I, Maynard G. Fuller, a registered professional Engineer in the State of Oklahoma and a competent Surveyor, hereby certify that I have made a careful and accurate survey of the foregoing described property, designated "Wedgewood Addition", Comanche County, Oklahoma, and that the foregoing plat is a correct representation of said survey.

Witness my hand and seal this 1st day of July, 1964

Maynard G. Fuller
Maynard G. Fuller

State of Oklahoma ss
County of Comanche

Before me, the undersigned, a Notary Public in and for the State of Oklahoma personally appeared Maynard G. Fuller, to me known to be the identical person who executed the above and foregoing certificate and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein stated.

Witness my hand and official seal at Lawton, State of Oklahoma, this 1st day of July, 1964.

Edgar W. Mark
Notary Public

My commission expires MARCH 1, 1964

TREASURER'S CERTIFICATE

State of Oklahoma ss
County of Comanche

I, Lillian Waid, County Treasurer of Comanche County, Oklahoma, do hereby certify that all taxes for all previous years on the lands embraced and described in the within and foregoing plat of "Wedgewood Addition", Comanche County, Oklahoma, have been paid, that the owners of the land in said subdivision have made a cash deposit with me of an amount equal to the sum charged upon the last tax rolls in my office against the tracts or parcels of land involved in said tract plus 25% additional as insurance against increases of tax charges for the current taxable year.

Dated this 2nd day of July, 1964

Lillian Waid
County Treasurer

State of Oklahoma ss
County of Comanche

This instrument was filed on the 3rd day of July, 1964, A.D. at 3:50 PM duly recorded in Book 2, Page 143.

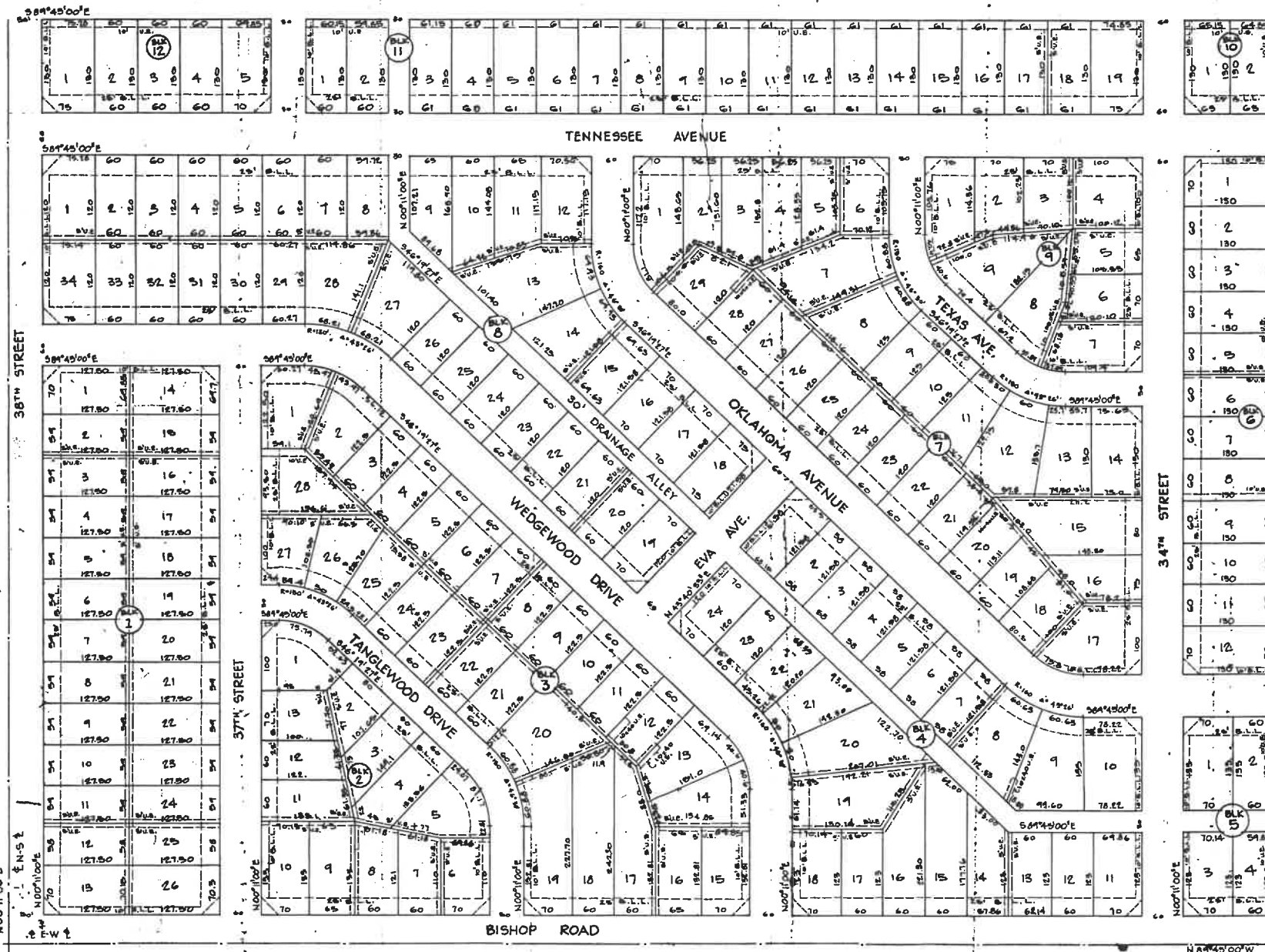
Phil Gafford, County Clerk
By: *Phil Gafford*
Deputy

State of Oklahoma ss
County of Comanche

I, Phil Gafford, County Clerk of Comanche County, Oklahoma, do hereby certify that this is a true and correct copy of a like instrument as appears on record in this office on this 1st day of July, 1964.

Phil Gafford, County Clerk
By: *Phil Gafford*
Deputy

WEDGEWOOD ADDITION COMANCHE COUNTY, OKLAHOMA



A-7-371

1-12" GV
1-12"x12"x4" TEE
1-12" SLEEVE
1-4" GV

1-4"x4"x4" TEE
1-4"GV
PLUG OR CAP

1-4"x4"x4" TEE
1-4" GV
PLUG OR CAP
SERVICE SADDLE
WITH METER SET

3407
SW TEXAS AVE

1-4"x4"x4" TEE
1-4" GV
PLUG OR CAP

SERVICE SADDLE
WITH METER SET

2408
SW 34TH ST

1-4" GV
1-2" FLUSHING CONNECTION

3402
SW TEXAS AVE

SERVICE SADDLE
WITH METER SET

SERVICE SADDLE
WITH METER SET

2702
SW 34TH ST

2704
SW 34TH ST

SERVICE SADDLE
WITH METER SET

SERVICE SADDLE
WITH METER SET

3412
SW OKLA AVE

1-4" 45° BENDS

3402
SW OKLA AVE

1-4"x4"x4" TEE
2-4" GV
PLUG OR CAP

SERVICE SADDLE
WITH METER SET

- LIST OF MATERIALS
- 1 - 12" GV
 - 1 - 12" SLEEVE
 - 1 - 12"x12"x4" TEE
 - 4 - 4"x4"x4" TEE'S
 - 7 - 4" GV'S
 - 4 - 4" PLUGS
 - 3 - 4" 45 BENDS
 - 7 - 1" SERVICE SADDLES
 - 7 - 1" CAPS
 - 7 - 1"x3/4" ANGLE VALVES
 - 7 - 3/4" METER SETS
 - 7 - METER BOXES
 - 3000 FT - 4" C900 PVC
 - 800 FT - 1" HDPE
 - 5000 FT - TRACER WIRE
 - 8 - VALVE BOXES
 - 1 - FLUSH VALVE



4" WATERLINE PROJECT
WEDGEWOOD ADDITION

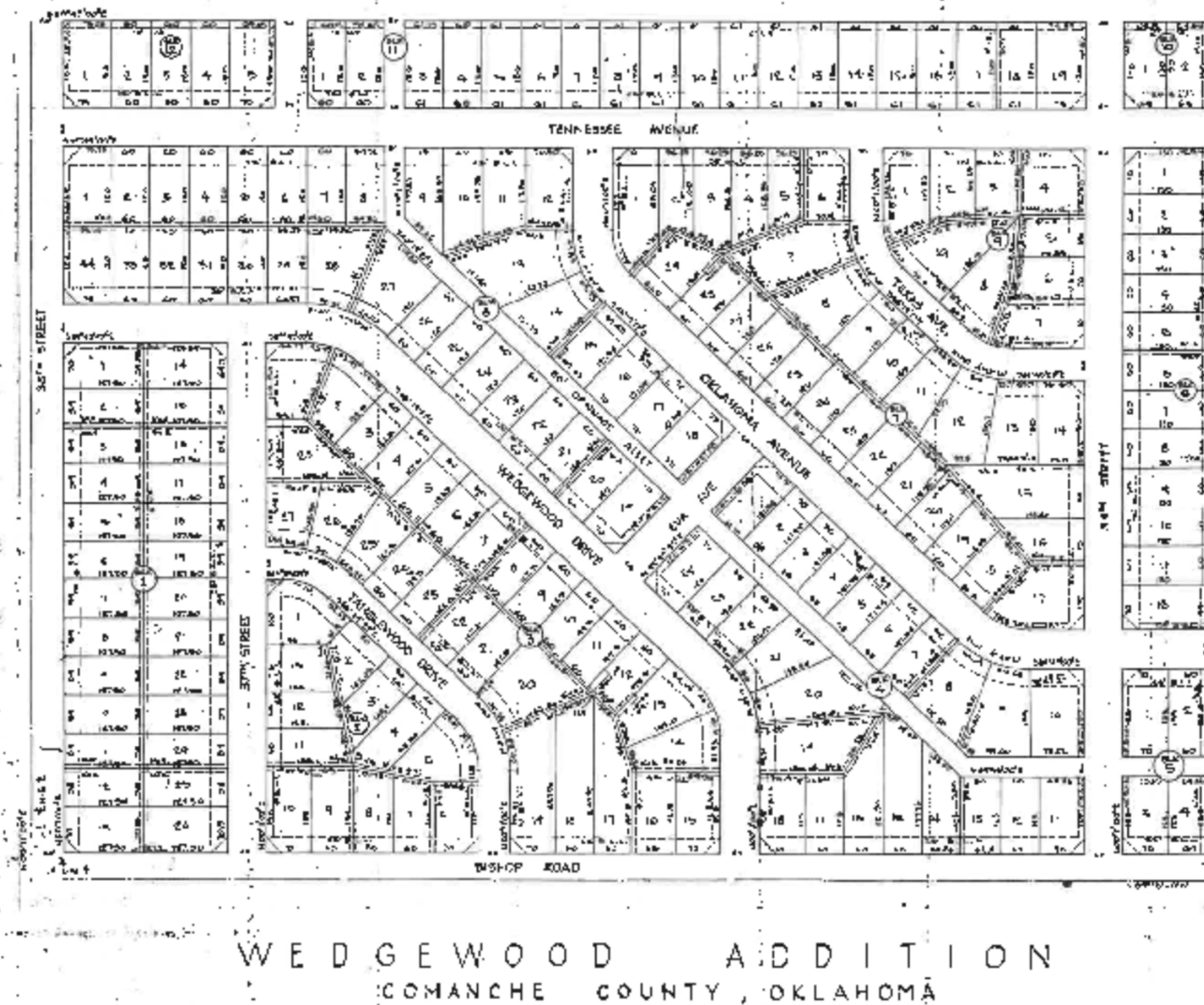
DESIGN BY: RW	SCALE: 1" = 200'	PROJECT #
DRAWN BY: LM	DATE: MAR 10 2025	Page 359 of 363
CHECKED BY: RW		

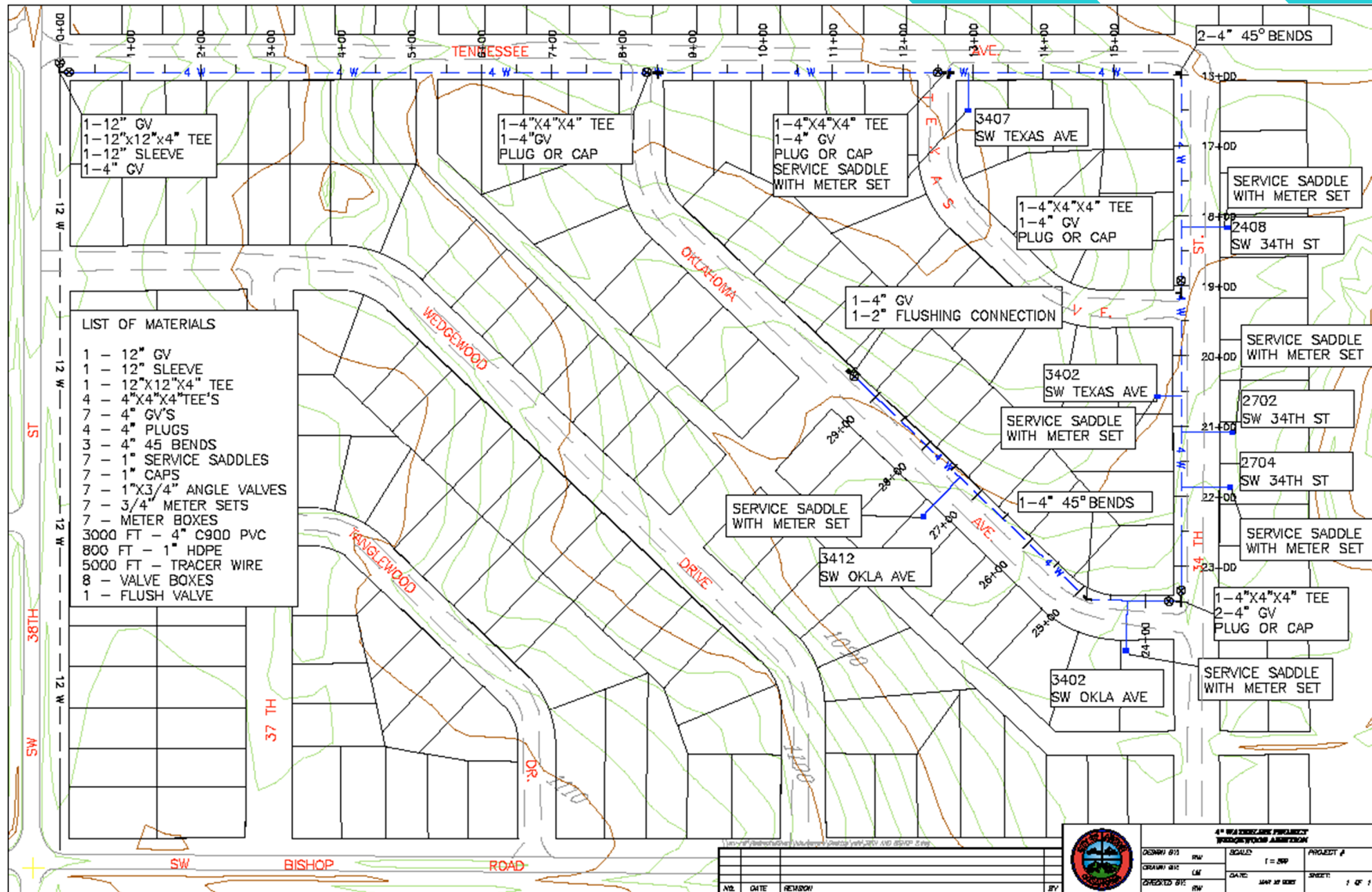
NO.	DATE	REVISION	BY



Wedgewood Water Association

Wedgewood Addition Plat





Proposed Waterline Replacement

Item Title:

Consider a proposal to implement an EMS Mutual Aid Transport Plan and direct staff to take action as necessary, to include obtaining a transport license.

Initiator: Jared Williams, Operations - Chief

Information Source: Jared Williams, Operations - Chief

Background:

The City of Lawton is currently served by two ambulance services that provide 911 emergency medical response and transport. Our existing EMS model functions effectively and continues to meet the emergency needs of our citizens. However, as demonstrated by the Minco, OK school bus crash on September 8th—where seven patients were transported, including four ejected occupants—any EMS system can become overwhelmed during a mass casualty incident (MCI). Lawton Public Schools transports thousands of students daily, and the city is home to a regional airport offering multiple daily flights to Dallas—Fort Worth. In addition, Interstate 44 carries thousands of travelers through our city limits each day. While Lawton has not recently experienced a large-scale mass casualty event, the potential for such an incident clearly exists.

Correlation to the True North Statement:

This mutual aid capability acts as an insurance policy—a contingency measure designed to supplement our EMS system during extraordinary events. It reflects the City’s “True North” principle that “We exist solely to serve the Citizen” and supports the Kids First Initiative, prioritizing the safety of Lawton’s children.

Exhibit:**Key Issues:**

Does the City of Lawton wish to implement an EMS Mutual Aid Transport Plan?

Funding Source:

1007501-52055 Dues and Memberships for \$600 Transport License

Recommended Action:

Direct staff to implement the Lawton Fire Department Mutual Aid Transport Plan and obtain a transport license.

ATTACHMENTS:

None