



City of Lawton

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

Processes Oversight Committee

Special Meeting Agenda

Wednesday, November 19, 2025

1:00 PM

Lawton City Hall
Wayne Gilley Auditorium
Conference Room

Recommending Body

"Official action can only be taken on items listed on the agenda. As a recommending body, the Committee may review and discuss agenda items, propose and enact floor amendments, and then choose to make a recommendation to the City Council or provide direction to the City Manager. The Committee may also defer items for further review, refer matters to the City Attorney, or send items to standing committees, boards, commissions, or authorities for additional study. In some cases, items may be postponed to a later date or removed from the agenda entirely."

Meeting Called to Order

Statement of Compliance with Oklahoma Open Meeting Act, 25 O.S. 301-314

Roll Call

Introduction of Guests

Business Items

1. Review and take action as deemed necessary on a Project Development Agreement between the City of Lawton and Johnson Controls, Inc., to develop facility Improvement Measures for various City-owned facilities.
2. Discuss the application processes within the License and Permits Division, including the causes of paused applications, and take action as deemed necessary.
3. Discuss a reported programming error in a water meter and take action as deemed necessary.

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:

Review and take action as deemed necessary on a Project Development Agreement between the City of Lawton and Johnson Controls, Inc., to develop facility Improvement Measures for various City-owned facilities.

Initiator: Willie Whisenhunt, Director, John Ratliff, City Manager

Information Source: Willie Whisenhunt, Director

Background:

The proposed agreement of Johnson Controls, Inc (JCI). provides for the development of Facility Improvement Measures at several city-owned facilities and will provide energy cost savings, operational cost savings and/or future capital expenditure avoidance and, where possible, assist the City by providing additional improvements to reduce the City's deferred maintenance backlog or other desired facility improvement measures not affordable otherwise.

Below is a preliminary list of those improvements that will be investigated:

- HVAC Improvements, Large and Small Mechanical
- HVAC Controls Upgrades
- LED Lighting Upgrades
- Building Envelope Upgrades
- Central Plaza Domestic Water Improvements
- HVAC Service Partnership Plan

Upon completion of project development, Johnson Controls, Inc. shall deliver to the City:

- a. A written description of each FIM proposed to be implemented
- b. A preliminary schedule for construction and implementation of the project.
- c. A summary of the Measurement & Verification plan, that will be used for each FIM.
- d. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings that affect the project outcome, such as financing, M&V, energy cost savings, operational cost savings and future capital expenditure avoidance.
- e. A firm offer by JCI to implement the project in compliance with Oklahoma State §62-318.

The committee directed staff to contact references to be provided by Johnson Controls. Johnson Control provided information on several projects. The references contacted were mixed on performance and support on the O&M side. One of the projects is in litigation. It appears that some of the problems the City of Lawton has experienced in the past are still occurring on some of the referenced projects. Johnson Controls was asked to bring a presentation to the committee on what measures that they were putting in place to assure that the support would be their for the long term and what kind of guarantees they could provide.

Correlation to the True North Statement:

This agreement would increase efficiency of critical facilities within the City.

Exhibit:

Agreement, Attachment 1

Key Issues:

Does the Committee wish to make a recommendation to the City Council on entering into a contract with Johnson Controls Inc.

Funding Source:**Recommended Action:**

Send to the City Council for their decision on the development of facility improvement measures for various City-owned facilities by Johnson Controls Inc.

ATTACHMENTS:

1. Lawton and JCI Development Agreement
2. Attachment 1

PROJECT DEVELOPMENT AGREEMENT BETWEEN

**City of Lawton
212 SW 9th St
Lawton, OK 73501**

AND

**Johnson Controls, Inc.
2835 S. Utah Ave.
Oklahoma City, OK 73108**

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls, Inc. (JCI) and City of Lawton (Customer) to develop an Energy Savings Performance Contract (ESPC). This agreement will provide the basis of the scope of the PDA, the obligations of both parties, and the intended outcomes and timeline.

1. Overview

Johnson Controls has performed a preliminary evaluation of the City of Lawton's facilities. Based on JCI's review, the potential reduction in utility and operational avoided costs will annually generate savings to reduce the cost of upgrades over a performance contract period.

2. Scope of Work

- a. It is the Parties' mutual understanding that this Project Development Agreement will:

Provide for the development of Facility Improvement Measures (FIMs) at the Facilities listed in Attachment 1 that will provide energy cost savings, operational cost savings and/or future capital expenditure avoidance and, where possible, assist the Customer by providing additional improvements to reduce Customer's deferred maintenance backlog or other desired facility improvement measures not affordable otherwise.

Below is a preliminary list of those improvements that will be investigated:

- HVAC Improvements, Large and Small Mechanical
- HVAC Controls Upgrades
- LED Lighting Upgrades
- Building Envelope Upgrades
- Central Plaza Domestic Water Improvements
- HVAC Service Partnership Plan

- b. Obligations of Customer:

To work with JCI in a diligent and timely manner according to the co-authored Timeline to develop the project engineering. Provide open disclosure of information required to do an accurate assessment and properly position JCI with any other pertinent data to ensure a cooperative and successful effort. Failure of the customer to meet the agreed upon milestones in Section 3 "Development Schedule" does not void JCI's claim on the PDA cost.

3. Development Schedule

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others to work diligently under their direction toward meeting the following timeline. A detailed project schedule will be provided to Customer within two weeks of the initial site visit once this agreement is signed. The initial milestones to start this project include:

Milestone*	Completion Date
City of Lawton approval of this Project Development Agreement	October 2025
Project development kick-off meeting	October 2025
Initial JCI site visits for detailed audit of the City's facilities	October 2025
Preliminary FIM Workshop (reduce or add scope possible at this time)	November 2025
Contractor walks for pricing	November 2025
Final FIM & Scope Selection Workshop	December 2025
Customer to decide on preferred financing type, term and cash flow requirements	December 2025
Contract Terms & Conditions agreed and approved by Customer and JCI legal departments	December 2025
Present Final Contract & Firm Offer	January 2026
Release Financing Partner RFP	January 2026
Customer and JCI to present Project and Financing to Approval Authority	January 2026
Customer to approve JCI Contract	February 2026

***Note – These milestones may be modified by subsequent work plans mutually agreed upon by both parties.**

4. Deliverables

Upon completion of project development, JCI shall deliver to the Customer:

- a. A written description of each FIM proposed to be implemented.
- b. A preliminary schedule for construction and implementation of the project.
- c. A summary of the Measurement & Verification plan, that will be used for each FIM.
- d. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings that affect the project outcome such as financing, M&V, energy cost savings, operational cost savings and future capital expenditure avoidance.
- e. A firm offer by JCI to implement the project in compliance with Oklahoma State §62-318.

5. Records and Data

During the Study, Customer will furnish to JCI upon its request, accurate and complete data concerning current costs, budgets, facilities requirements, future projected loads, facility operating requirements, collective bargaining agreements, etc. JCI will provide a separate document with the required information and Customer shall make every effort to provide that information within 5 days of request.

6. Preparation of Implementation Contract

Along with the other Scope of Work required under this Agreement, JCI will develop the framework of the subsequent Implementation Agreement and the Financing Agreement if applicable. These Agreements shall be co-developed by JCI and Customer during the PDA. These documents will vary dependent on the Customer desired structure, but, where possible, shall be standardized JCI documents for most expedient delivery.

7. Price and Payment Terms

a. Performance Contract Project Development Engineering:

Customer agrees to the cost for JCI to provide project development services identified here in is **one hundred eighty thousand dollars and no cents (\$180,000)** within 60 days after the delivery to the Customer of the Deliverables outlined in Section 4 of this Agreement.

b. Emergency Equipment Replacements:

The Development Agreement will enable the addition of engineering, design and materials procurement for equipment replacements reasonably within the specified Scope of Work as laid out in Section 2 that need to be completed immediately during the development period. Upon written approval of the final design, pricing and construction documents by Customer, Johnson Controls will procure the necessary materials to begin construction of said equipment replacements as soon as possible.

The proposed price for the project engineering and procurement of equipment replacements shall be determined and agreed upon in an amendment to this document prior to the procurement of any equipment. This amendment will clearly define the equipment being purchased, the price of this purchase, and the payment terms.

c. Customer will have no obligation to pay for cost items 7.a if JCI and the Customer enter into the Implementation Agreement (outlined in Paragraph 6) within 60 days after JCI provides the Deliverables. Costs for project development and equipment replacements will be transferred to the total cost of the Implementation Contract and be subject to the payment terms outlined in the Contract.

8. Indemnity

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

9. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. If the parties are unable to resolve the dispute, they may then by agreement proceed to non-binding mediation. Each party shall pay its respective costs for mediation. In the event the parties are unable to resolve their dispute, the dispute may be litigated in either the Federal District for the Western District of Oklahoma, or State District Court of Comanche County Oklahoma, whichever is appropriate.

10. Confidentiality

This agreement creates a confidential relationship between JC and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the party ("Proprietary Information"). Except as authorized in writing both parties agree to keep all Proprietary Information confidential to the extent allowed under the Oklahoma Open Records Act. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this

Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary other Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer, JCI will be notified in writing of any changes in the designated Customer representative. JCI understands that Customer, as a public entity, is required to comply with the Oklahoma Open Records Act. To the extent the requirements of this Agreement conflict with those of the Open Records Act, the requirements of the Open Records Act shall control.

11. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

JOHNSON CONTROLS, INC.

By: _____
Signature: _____
Title: _____
Date: _____

CITY OF LAWTON

By: _____
Signature: _____
Title: _____
Date: _____

ATTACHMENT 1

Facilities to be included in the Project Development are as follows:

Sites	Address	Sqft
Airport Terminal	3401 SW 11th St	32,000
Central Fire Station	626 SW D Ave	11,000
Central Plaza	200 SW C Ave	526,484
City Hall	212 SW 9th St	135,000
Fire Station 1	Attached to Public Safety Center	-
Fire Station 2	2735 SW 17th St	8,000
Fire Station 3	901 NE Rogers Ln	5,000
Fire Station 4	2409 NW Cache Rd	6,120
Fire Station 5	1 NW 53rd St	12,600
Fire Station 6	312 SE 45th St	5,750
Fire Station 7	801 NW 82nd St	7,500
Fire Station 8	6006 SW Bishop Rd	7,500
Great Plains Museum	601 NW Ferris Ave	55,000
King Community Center	1705 NW 20th St	13,500
Library	110 SW 4th St & 1304 NW Kingswood Rd	49,000
McMahon Auditorium	801 NW Ferris Ave	45,000
Medicine Park WTP	82 E Lake Dr	65,000
Owen Community Center	1405 SW 11th St	21,500
Patterson Community Center	4 NE Arlington Dr	12,250
Public Safety Center	100 SW Railroad St	106,778
SEWTP	4596 SE 15th St	37,250
Total		1,162,232

Item Title:

Discuss the application processes within the License and Permits Division, including the causes of paused applications, and take action as deemed necessary.

Initiator: Stan Booker, Mayor

Information Source: Larry Parks, Director, Charlotte Brown, Deputy Director

Background:

The License and Permits Division will provide an explanation regarding the number of permit applications currently paused. The purpose of this discussion is to better understand what factors are contributing to these delays, what types of information, if any, applicants are commonly failing to provide, and whether there are any trends or procedural issues that may be affecting timely processing.

This information will help the committee determine whether additional guidance, process adjustments, or other actions may be needed to support clearer communication with applicants and reduce delays in the permitting process.

Correlation to the True North Statement:

Efficiency; Open for Business; Our Pursuit of Excellence; World Class Customer

Exhibit:

None.

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Discuss the application processes within the License and Permits Division, including the causes of paused applications, and take action as deemed necessary.

ATTACHMENTS:

None

Item Title:

Discuss a reported programming error in a water meter and take action as deemed necessary.

Initiator: Stan Booker, Mayor

Information Source: Willie Whisenhunt, Director

Background:

A citizen reported concerns regarding their water meter, feeling that their issue was not being taken seriously. After inspection, staff identified a programming error caused by selection of an incorrect meter profile. The Public Utilities Director has confirmed this was human error and noted that programmers have been counseled to pay closer attention moving forward. The department has updated meter programming profiles and continues to learn new profiles as technology evolves. While no additional cases have been identified, this agenda item will allow the committee to receive an update on the issue, ask questions, and determine if any further direction is needed.

Correlation to the True North Statement:

Transparency and Trust; World Class Customer Service

Exhibit:

None

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Discuss a reported programming error in a water meter and take action as deemed necessary.

ATTACHMENTS:

None