



City of Lawton

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

Lawton Water Authority

Special Meeting Agenda

Tuesday, June 23, 2026

6:00 PM

Lawton City Hall
Wayne Gilley Auditorium

Meeting Called to Order

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

Roll Call

Business Items

1. Consider approving the minutes of the June 9, 2026 special meeting.
2. Consider approving a resolution establishing monetary compensation and full cost recovery, as determined by a current cost-of-service study, as the standard for agreements involving Lawton Water Authority resources provided to external entities; establishing limited exceptions requiring express findings by the Trustees of the Lawton Water Authority; preserving existing agreements; and establishing an effective date.
3. Consider authorizing the Chairman to execute a One-Year Extension of the Ahlschlager Park Lease Agreement between the City of Lawton, the Lawton Water Authority, and the Board of County Commissioners of Comanche County, Oklahoma.

Adjournment

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

Item Title:

Consider approving the minutes of the June 9, 2026 special meeting.

Initiator: Donalynn Blazek-Scherler, City Clerk

Information Source: Julia Mantzke, Council Relations Liaison

Background:

The minutes of the June 9, 2026 Lawton Water Authority Special Meeting have been drafted and are awaiting approval.

Once approved, the minutes will be posted to the City of Lawton website at www.lawtonok.gov.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Draft Minutes

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the minutes of the June 9, 2026 special meeting.

ATTACHMENTS:

- 1. 06.09.26 LWA Minutes



City of Lawton
Lawton Water Authority

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

Minutes

Tuesday, June 9, 2026

6:00 PM

**Lawton City Hall
Wayne Gilley Auditorium**

Meeting Called to Order

"Official action can be taken only on items which appear on the agenda. The Authority may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Authority may refer the matter to the City Manager or the City Attorney. The Authority 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."

Meeting called to order by Chairman Stanley Booker.

Roll Call

Present:

Trustee - Ward 1 Lane Hooton
Trustee - Ward 3 Kirby Brown
Trustee - Ward 4 Tiffiney Dimery
Trustee - Ward 5 Allan Hampton
Trustee- Ward 6 Bob Weger
Trustee - Ward 7 Sherene L Williams
Trustee - Ward 8 Randy Warren

Absent:

Trustee - Ward 2 Taron Epps

Also Present:

Stanley Booker, Mayor
John Ratliff, City Manager
Jari Askins, Interim City Attorney
Donalynn Blazek-Scherler, City Clerk

Business Items

1. Consider and take action in approving a resolution amending Appendix A, Schedule of Fees and Charges, Lawton City Code, 2025, by correcting an oversight in water base rate in Appendix A-22-113 for multi-unit users to be

the same base rate as residential and business users in Appendix A-22-111; making a correction in Appendix A-22-114 for wholesale customers lowering the water usage rate as set forth in Exhibit "A" of the resolution based on a twenty (20) year old agreement with the wholesale customers; and amending Appendix A-22-104 to reduce the dishonored check charge from \$35.00 to \$25.00 to comply with state law; and establishing two separate effective dates.

Public Utilities Director Rusty Whisenhunt presented the resolution. Whisenhunt explained that, during staff's review and cleanup of the recently adopted utility rate adjustments, several corrections were identified that required amendment to the Schedule of Fees and Charges.

Whisenhunt first explained that staff discovered the recently adopted dishonored check charge was not consistent with Oklahoma law. He stated that the proposed resolution would correct the fee by reducing the dishonored check charge from \$35.00 to \$25.00, the maximum amount permitted by state statute.

Whisenhunt next addressed the wholesale water rate correction. He explained that a 2006 settlement agreement governing the Authority's wholesale water customers provides that wholesale water rates may only be increased by the same dollar amount as the increase applied to residential customers within the City. Whisenhunt advised that four wholesale customers remain subject to that settlement agreement. He stated that the previously adopted wholesale water rate did not conform to the settlement agreement and that the proposed resolution corrected the oversight by adjusting the wholesale water rate to reflect the same dollar-for-dollar increase approved for residential customers. Whisenhunt clarified that the wholesale customers would not pay the same rate as residential customers, but instead would receive the same dollar increase authorized under the settlement agreement.

Whisenhunt then explained that, during presentation of the utility rate adjustments, staff intended for the base rate charged to multi-unit users to be the same as the base rate charged to residential customers. He stated that the proposed resolution corrected the oversight by establishing the multi-unit base rate at \$25.00.

Finally, Whisenhunt advised that staff discovered the wholesale water rate applicable to Goodyear Tire & Rubber Company, which had been approved by the Authority in May 2025, had not been incorporated into the codified Schedule of Fees and Charges during the Municode update. He explained that the proposed resolution corrected that oversight by updating the Schedule of Fees and Charges to reflect the previously approved rate.

Motion by Sherene L Williams, Second by Randy Warren, to approve Resolution 26-03. AYE: Lane Hooton, Kirby Brown, Tiffney Dimery, Allan Hampton, Bob Weger, Sherene L Williams, Randy Warren. NAY: None. Motion Passed.

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."

Motion by Allan Hampton, Second by Tiffiney Dimery, to adjourn. AYE: Lane Hooton, Kirby Brown, Tiffiney Dimery, Allan Hampton, Bob Weger, Sherene L Williams, Randy Warren. NAY: None. Motion Passed.

There being no further business, the meeting adjourned at 6:05PM.

DRAFT

Item Title:

Consider approving a resolution establishing monetary compensation and full cost recovery, as determined by a current cost-of-service study, as the standard for agreements involving Lawton Water Authority resources provided to external entities; establishing limited exceptions requiring express findings by the Trustees of the Lawton Water Authority; preserving existing agreements; and establishing an effective date.

Initiator: Randy Warren, Councilman - Ward 8

Information Source: Randy Warren, Councilman - Ward 8

Background:

The proposed resolution establishes a policy governing agreements involving Lawton Water Authority resources provided to external entities. The resolution recognizes monetary compensation and full cost recovery, as determined by a current cost-of-service study accepted by the Trustees, as the standard for such agreements and establishes limited exceptions requiring express findings by the Trustees.

Under the proposed resolution, agreements involving Authority resources provided to external entities must be supported by specified fiscal information, including a current cost-of-service study and an evaluation of the anticipated fiscal impact to the Authority. In limited circumstances where non-monetary consideration is proposed, the Trustees must make express findings regarding the public purpose served by the agreement, the benefit to the Authority, the adequacy of the consideration received, and the potential impact on the Authority's ability to continue providing services to its customers. The resolution further prohibits the approval of agreements that provide Authority resources below the identified cost of service established by a current cost-of-service study and preserves the validity of existing agreements.

The intent of the resolution is to promote transparency, consistency, full cost recovery, and the responsible stewardship of Authority resources when evaluating future agreements involving external entities.

A companion ordinance is being considered by the City Council to establish similar standards governing City-owned, ratepayer-funded public resources that are subject to the authority of the City Council.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Proposed Resolution 26-

Key Issues:

Should the Lawton Water Authority require that Authority resources provided to external entities be compensated at no less than the identified cost of service, while permitting limited exceptions involving non-monetary consideration only upon express findings by the Trustees?

Funding Source:

N/A

Recommended Action:

Approve a resolution establishing monetary compensation and full cost recovery, as determined by a current cost-of-service study, as the standard for agreements involving Lawton Water Authority resources provided to external entities; establishing limited exceptions requiring express findings by the Trustees of the Lawton Water Authority; preserving existing agreements; and establishing an effective date.

ATTACHMENTS:

1. 3. LWA Proposed Resolution - 6.17.26 ver

RESOLUTION NO. 26-__

A RESOLUTION OF THE LAWTON WATER AUTHORITY ESTABLISHING MONETARY COMPENSATION AND FULL COST RECOVERY, AS DETERMINED BY A CURRENT COST-OF-SERVICE STUDY, AS THE STANDARD FOR AGREEMENTS INVOLVING AUTHORITY RESOURCES PROVIDED TO EXTERNAL ENTITIES; ESTABLISHING LIMITED EXCEPTIONS REQUIRING EXPRESS FINDINGS BY THE TRUSTEES OF THE LAWTON WATER AUTHORITY; PRESERVING EXISTING AGREEMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lawton Water Authority ("Authority") is responsible for the ownership, operation, and management of water and wastewater systems and related resources held in trust for the benefit of the City of Lawton and its customers; and

WHEREAS, the Trustees recognize the importance of ensuring that Authority resources are managed in a manner that promotes transparency, accountability, and the long-term sustainability of services provided to Authority customers; and

WHEREAS, the Trustees find that monetary compensation and full cost recovery, as established through a current cost-of-service study, should serve as the standard for agreements involving Authority resources provided to external entities; and

WHEREAS, the Trustees desire to establish a consistent process governing limited circumstances in which non-monetary consideration may be determined to be in the best interest of the Lawton Water Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE LAWTON WATER AUTHORITY:

Section 1. Purpose.

The purpose of this Resolution is to promote the responsible stewardship of Authority resources and to ensure that decisions involving the provision of such resources to external entities are made with consideration of the fiscal impact to the Authority and its customers.

Section 2. Definitions.

For purposes of this Resolution, the following definitions shall apply:

1. Authority Resources means water services, wastewater services, and any other resource, facility, infrastructure, or operation under the authority of the Lawton Water Authority.
2. Current Cost-of-Service Study means a cost-of-service study prepared by qualified staff or consultants and accepted by the Trustees within the preceding five (5) years.
3. External Entity means any municipality, county, public trust, governmental entity, utility district, corporation, organization, or other person or entity that is not the Lawton Water Authority or a beneficiary of the City of Lawton.

4. In-Kind Consideration means services, labor, equipment, land, easements, credits, offsets, reciprocal arrangements, or other non-monetary consideration.

Section 3. Monetary Compensation and Full Cost Recovery Required.

Authority Resources shall be provided in exchange for monetary compensation and at rates sufficient to achieve full cost recovery, as determined by a Current Cost-of-Service Study, except in limited circumstances where the Trustees expressly find that the requirements of this Resolution have been satisfied.

No agreement involving Authority Resources and an External Entity shall be approved by the Trustees if the rates, fees, or other compensation to be received by the Authority are below the identified cost of providing the applicable Authority Resource as established by a Current Cost-of-Service Study.

The provisions of this Section shall apply to new agreements, renewals, extensions, and amendments that materially alter the rates, fees, compensation, duration, or scope of services provided.

Section 4. Fiscal Information Required.

Any agenda item seeking approval of an agreement involving Authority Resources provided to an External Entity shall include:

1. The identity of the External Entity;
2. A description of the Authority Resources to be provided;
3. The proposed rates, fees, or other compensation to be received by the Authority;
4. The proposed term of the agreement;
5. Information regarding the anticipated fiscal impact to the Authority;
6. A Current Cost-of-Service Study applicable to the services involved; and
7. Any material operational considerations identified by staff.

Section 5. Findings Required.

Prior to approving an agreement involving In-Kind Consideration, the Trustees shall make express findings that:

1. The agreement serves a lawful public purpose;
2. The Trustees have received and considered the information required by Section 4 of this Resolution;
3. The use of In-Kind Consideration, in lieu of monetary compensation, is justified by circumstances demonstrating that the arrangement provides a substantial benefit to the Authority that could not be reasonably achieved through a traditional monetary transaction;
4. The agreement is in the best interest of the Lawton Water Authority;
5. The estimated fair market value of the In-Kind Consideration has been reasonably documented and determined to constitute adequate consideration for the Authority Resource being provided; and

6. The agreement is not expected to materially impair the Authority's ability to provide services to its customers.

Such findings shall be incorporated within the approving resolution, contract approval documents, or meeting minutes.

Section 6. Existing Agreements.

Nothing in this Resolution shall impair the obligations of any valid contract existing on the effective date of this Resolution. Existing agreements shall remain in effect according to their terms unless otherwise amended, renewed, or terminated in accordance with applicable law.

Section 7. Effective Date.

This Resolution shall become effective thirty days after passage.

ADOPTED AND APPROVED by the Trustees of the Lawton Water Authority this 23rd day of June, 2026.

STANLEY BOOKER, CHAIRMAN

ATTEST:

DONALYNN BLAZEK-SCHERLER, SECRETARY

APPROVED as to form and legality this 23rd day of June, 2026:

JARI ASKINS, INTERIM CITY ATTORNEY

Item Title:

Consider authorizing the Chairman to execute a One-Year Extension of the Ahlschlager Park Lease Agreement between the City of Lawton, the Lawton Water Authority, and the Board of County Commissioners of Comanche County, Oklahoma.

Initiator: Larry Parks, Director

Information Source: Larry Parks, Director

Background:

On July 12, 2016, the City of Lawton, the Lawton Water Authority, and the Board of County Commissioners of Comanche County entered into a Lease Agreement for the use of Ahlschlager Park for youth sports programs, recreational activities, tournaments, and related purposes. The lease conditions commenced July 1, 2016, and is scheduled to expire June 30, 2026. Ahlschlager Park continues to serve as an important recreational facility for the City of Lawton Parks and Recreation Department and the community. Extending the agreement will allow for the uninterrupted operation, maintenance, and programming of the facility while the parties continue their longstanding cooperative relationship regarding the use of the property. The proposed extension will continue the lease for an additional one-year term, from July 1, 2026, through June 30, 2027, under the same terms and conditions currently in effect unless otherwise amended by mutual agreement of the parties.

Correlation to the True North Statement:

This item supports the City's True North Statement by enhancing quality of life through the continued provision of recreational opportunities, youth sports programming, and community activities. The extension preserves access to a valuable public recreational asset and promotes stewardship of public resources through continued intergovernmental cooperation.

Exhibit:

One-Year Extension of the Ahlschlager Park Lease Agreement.

Key Issues:

Does the Lawton Water Authority wish to approve a One-Year Extension of the Ahlschlager Park Lease Agreement?

Funding Source:

General Fund Existing operational and maintenance expenses will continue to be funded through the Parks and Recreation Department budget.

Recommended Action:

Staff recommends approval of the One-Year Extension of the Ahlschlager Park Lease Agreement between the City of Lawton, the Lawton Water Authority, and the Board of County Commissioners of Comanche County, Oklahoma, and authorize the Chairman to execute all necessary documents extending the agreement through June 30, 2027.

ATTACHMENTS:

1. Ahlschlager Park Lease Agreement 2016

LEASE AGREEMENT

THIS AGREEMENT is entered into this 12th day of July, 2016 by and between the City of Lawton, Oklahoma, a municipal corporation (hereinafter called the "City"), and The Lawton Water Authority (hereinafter called the "AUTHORITY"), and The Board of County Commissioners of the County of Comanche, Oklahoma (herein after called the "COUNTY")

WHEREAS, the COUNTY is the owner of certain property located generally at 17th Street and G Avenue in Lawton Oklahoma, a portion of which property is known as Ahlschlager Park (PARK) and used for ball fields for youth programs in the CITY; and

WHEREAS, the CITY has organized, sponsored and conducted athletic activities at the PARK for many years. The use of the PARK by the CITY is done so under a lease agreement with the COUNTY for the premises; and

WHEREAS, the CITY and COUNTY previously entered into several lease agreements for the PARK (as early as February, 1972) the last of which was entered on January 18, 2000, for a term of ten (10) years with one (1) five-year option to renew. The CITY and COUNTY then entered into an Amended Lease Agreement on December 12, 2000. Said agreements provided in part, that as consideration for the use of the property, the CITY will furnish and supply water to the Great Plains Coliseum and the Comanche County Health Department, without charge; and

WHEREAS, the Lawton Water Authority, a public trust (AUTHORITY), controls and provides for the treatment and distribution of water with in the CITY and should be a party to this lease agreement; and

WHEREAS, the purpose of this agreement is to provide for an exchange of services between the parties and it is in the best interest of the parties and the public that this agreement is made; and

WHEREAS, the prior lease agreement and amended lease agreement have now expired;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the CITY the AUTHORITY and COUNTY agree as follows:

A. **LEASE:**

The COUNTY does hereby lease and let to the CITY and the AUTHORITY the following described real properties, together with the improvements situated thereon, and described as:

That property located to the Southwest of 17th Street and "G" Avenue in the City of Lawton, Comanche County, and previously designated as baseball and softball fields and commonly known as Ahlschlager Park. This lease shall also include the facilities and improvements presently located on, and which may hereinafter be placed on the premises. The premises being leased shall not extend beyond that area previously used by the CITY for these purposes.

In the event the lease terminates, for any reason, prior to the expiration date of this agreement, the CITY at its discretion, may remove improvements to the facility, specifically, any scoreboard(s) and lights and any other equipment and property installed at the facility. Should the CITY decide to remove the scoreboard(s) and lights, they must be removed within 45 days of the termination of the agreement.

2. **USE:**

The leased premises shall be used for the City of Lawton Parks & Recreation Department's youth sports programs and recreational activities. These uses may include activities similar to those conducted at other recreational facilities owned and operated by the CITY. The premises may also be used for private tournaments and events consistent with the use mentioned. Any extraordinary use of the premises may be done only by written agreement of the parties. The CITY may operate or cause to be operated concessions on the premises.

3. **CONSIDERATION:**

In consideration of the lease and use of the premises in question, the CITY and AUTHORITY agree to provide, without charge, an adequate supply of treated water for the use and operation of the Great Plains Coliseum and the Comanche County Health Department. The COUNTY shall not sell the water provided by the CITY and AUTHORITY to a third party, provided that such water may be used by concessionaires for use on the premise in the ordinary course of business.

4. **RESPONSIBILITIES:**

The CITY and AUTHORITY do not assume maintenance obligations or responsibilities for any water lines for which the CITY and AUTHORITY would not otherwise be responsible without this Agreement. The CITY and AUTHORITY shall be solely responsible for the upkeep, maintenance and operation of the leased premises and improvements thereon. The CITY and AUTHORITY agree to work together to make improvements to the facility as needed. The CITY and AUTHORITY shall defend, hold harmless and indemnify the COUNTY from any and all personal injuries including death, and property damages arising from the use of the promises under this Agreement. None of the parties waive any defenses or limitations of liability as provided by the Oklahoma Governmental Tort Claim Act, 51 O.S. 151 et seq.

5. **TERM:**

The term of this lease shall be for a period of ten (10) years, having commenced on July 1, 2016, and will terminate on June 30, 2026.

6. **ORGANIZATION:**

This Agreement does not contemplate the creation of any separate legal entities. The COUNTY, the CITY and AUTHORITY shall act together to administer the Agreement. The authority of the COUNTY over the subject property and ball fields comprising the purpose of this Agreement and the authority of the CITY and AUTHORITY to otherwise charge and collect money for water services provided are not diminished or altered in any way

7. **FUNDING:**

There will be no common account and no monies will accumulate as the result of this Agreement

8. **UTILITIES:**

All utility services to the leased premises, including water, sewer, garbage, natural gas and electricity, shall be provided by, and be the responsibility of the CITY and AUTHORITY.

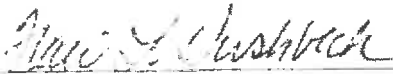
9. TERMINATION:

Upon either party's failure to perform or violation of any covenants contained herein, the other party may, at its election, in addition to, and not in lieu of the party's other remedies in law and equity declare this agreement at an end upon sixty (60) days written notice to the other party of intent to terminate. No waiver of any breach of covenant contained herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

The City of Lawton, Oklahoma
A municipal corporation


FRED L. FITCH, MAYOR

ATTEST:


TRACI L. HUSHBECK, CITY CLERK

The Lawton Water Authority


FRED L. FITCH, CHAIRMAN

ATTEST:


TRACI L. HUSHBECK, SECRETARY

Approved as to form and legality this 12th day of July, 2016


FRANK JENSEN, CITY ATTORNEY

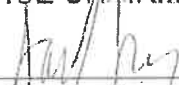
The Board of County Commissioners
of Comanche County, Oklahoma



JOHNNY OWENS
CHAIRMAN



DON HAWTHORNE
VICE CHAIRMAN



GAIL TURNER
MEMBER

ATTEST:



CARRIE TUBBS
COUNTY CLERK



Approved as to form and legality this 18 day of July, 2016



JOHN FLEUR
ASSISTANT DISTRICT ATTORNEY

CONTRACT MONITORING PROGRAM - INPUT FORM

(#07-7)

Responsible Department Parks & Recreation Dept. Contact Person Reginald Seaton

Effective Date of Contract July 1, 2015

Name of Contracting Party The Board of County Commissioners of Comanche County

Mailing Address 315 SW 5th St. Room 303 Lawton, OK 73501

Johnny Owens Telephone# (580) 353-3717

Payment Requirements:

Table with columns: Payment due to City?, Yes, No, X, Payment due from City?, Yes, No, x. Rows include Monthly, Quarterly, Semi-Annually, Annually, and Other.

First payment due (yr--mo--day):

Insurance Requirements:

Table with columns: Insurance required by contractee?, Yes, No, x, Type, Amount. Includes dollar signs for amounts.

(e.g.: general liability, property damage, personal injury, vehicle, workers compensation)

Certificate of Insurance furnished? Yes No x

Policy expiration date:

Contract's expiration date: June 30, 2016 Length, in years, of primary term: 1 year

Options to renew? Yes No X Number of options Length of option

Brief description of contract reason/details:

For the uses of the County property at 17th Street and G Ave. for the purpose of youth sports

I certify that to the best of my knowledge the above information is correct and that I have personally examined the contract specified here and find it to be valid.

Handwritten signature of Department Director

Department Director

This contract has been approved as to form and legality by the City Attorney's office.

City Attorney

Council approval date: June 23, 2015 Contract # assigned by Auditing: 803 0013

CONTRACT EXTENSION FORM


CONTRACT TITLE: **Ahlschlager Park**

CONTRACT NUMBER: **00013**

In accordance with the agreement between the City of Lawton, Oklahoma, a municipal corporation and The Board of County Commissioners of Comanche County, Oklahoma, the above-described contract is hereby modified in the following respect:

1. The contract period is extended to **June 30, 2016** by mutual agreement between the Board of County Commissioners and the City of Lawton, Oklahoma.
2. All other terms and conditions of the contract or any written modifications there to remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.


COMMANCHE COUNTY BOARD OF
COMMISSIONERS



JOHNNY OWENS, CHAIRMAN

ATTEST:





KARRIE TUBBS, COUNTY CLERK

THE CITY OF LAWTON, OKLAHOMA,
A MUNICIPAL CORPORATION

BY: 

FRED L. FITCH, MAYOR

ATTEST:



TRACI L. HUSHBECK, CITY CLERK

Approved as to form and legality this 28th day of May, 2015



FRANK JENSEN, CITY ATTORNEY