



**LMPO TRANSPORTATION POLICY BOARD  
REGULAR MEETING  
April 2, 2024 @ 11:00AM  
212 SW 9<sup>TH</sup> STREET  
CITY HALL- 3<sup>RD</sup> FLOOR CONFERENCE ROOM**

**AGENDA**

- 1. Call meeting to order and establish Quorum.**
- 2. Verify posting of meeting.**
- 3. Introductions.**

**BUSINESS**

- 4. Receive a presentation from WSB (formerly EST), consider adopting the draft final report for the Traffic Flow Study, and provide feedback as necessary.**
- 5. Consider approving the Transit Master Plan for Lawton and if needed receive a presentation from HTG of the recent changes to the Plan after public comments over the last month.**
- 6. Receive a presentation of the draft final report for the Downtown Parking Study, consider acceptance of the draft final report, and provide feedback as necessary.**
- 7. Consider approving the updated Memorandum of Understanding between the Oklahoma Department of Transportation, the City of Lawton Transit Trust, and the Lawton Metropolitan Planning Organization.**
- 8. Consider approving the 5303 agreement with the Oklahoma Department of Transportation and authorize the Chairman to sign.**
- 9. Consider approving changes to the membership of the LMPO Air Quality Stakeholder Advisory Committee.**
- 10. Consider approving boundary changes to the Lawton Metropolitan Area Urbanized Area boundary and authorizing Staff to submit the revised to State and Federal agencies for approval.**

- 11. Select a project or projects for the Carbon Reduction Grant consider providing direction to Staff regarding the local match for the grant, and consider authorizing Staff to pursue the grant for the selected project or projects.**
- 12. Receive a presentation from ODOT regarding the allowed uses and intent of CMAQ funds, discuss the use of CMAQ funding allocated to the LMPO and provide direction to Staff.**
- 13. Consider providing recommendations and direction to Staff regarding projects for the FY25 Unified Planning Work Program.**
- 14. Discuss LMPO funding for traffic control and provide direction to Staff.**
- 15. Reports or Comments.**
  - a. Federal Highways
  - b. ODOT
  - c. Fort Sill
  - d. Lawton Fort Sill Regional Airport
  - e. LMPO Director
  - f. LMPO Finances
  - g. City of Lawton Engineering
- 16. Comments from the public.**
- 17. Adjournment.**

“The City of Lawton encourages participation from all of its citizens. If individuals with disabilities who require accessible alternative formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in the meeting, 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) or translation services for LEP individuals are not the necessary accommodation.”

**LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Receive a presentation from WSB (formerly EST), consider adopting the draft final report for the Traffic Flow Study, and provide feedback as necessary.

**INITIATOR:** Charlotte Brown, LMPO Director

**STAFF INFORMATION SOURCE:** Charlotte Brown, LMPO Director  
Jonathan Stone, Assistant LMPO Director

**BACKGROUND:** At the February 1, 2022, meeting of the Transportation Policy Board, the Board authorized the issuing of the Request for Qualifications (RFQ) for a Traffic Flow Study and authorized a committee of Staff and Transportation Technical Committee members to select a firm and bring a contract to the Policy Board for approval. The firm selected was EST.

On November 7, 2022, representatives from the Oklahoma Department of Transportation met with MPO Staff to discuss changes that will be required for the UPWP including the Traffic Flow Study.

After further discussion and clarifications with ODOT Staff, MPO Staff recommended limiting the Traffic Flow Study to a section of Gore Boulevard between West 7th Street and Lawrie Tatum Road.

At the January 3, 2023 meeting the Policy Board authorized the Director to execute the contract with EST after legal review.

At the November 14, 2023 meeting EST presented a draft final report and received feedback from this committee.

WSB (formerly EST) is ready to present to the Policy Board the results of the study with included revisions made from prior recommendations.

**EXHIBITS:** Draft final report

**KEY ISSUES:** N/A

**FUNDING SOURCE:** 80% CMAQ Funds; 20% Local Match

**RECOMMENDED ACTION:** Receive a presentation from WSB (formerly EST), adopt the draft final report for the Traffic Flow Study, and provide feedback as necessary.



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## Memo # 3: Traffic Flow Improvement – Operational and Safety Analysis

**To:** Charlotte Brown  
**From:** Hamideh Etemadnia, PE, PTOE  
**Date:** October 25, 2023

Reference: **Gore Blvd. & 7th Street to Gore Blvd & Lawrie Tatum Street**  
The City of Lawton, OK

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# 1 Introduction

## 1.1 Study Area

The City of Lawton intends to improve intersections and corridor operations and safety along Gore Blvd. The study area is bounded by the intersection of Gore Blvd. & 7<sup>th</sup> Street to the west and by the intersection of Gore Blvd & Lawrie Tatum Street to the east, encompassing approximately 1.5 miles of Gore Blvd. **Figure 1** shows the study area boundaries.



Figure 1 - Map of Study Area

## 1.2 Study Purpose

The purpose of this study is to evaluate the need for traffic flow improvements through individual intersection improvement as well as corridor improvement.



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## 2 Design Traffic Volume

The design traffic volumes were generated based on the adjusted 2023 traffic counts and received approval from the City of Lawton on 6/23/2023. The methodology to develop design traffic maps has been presented in a separate memorandum, Memo #2: Traffic Data Development and Design Traffic Data (see **Appendix A**). 2023 Design Traffic Volumes can be seen in **Figure 2 and Figure 3**; 2045 Design Traffic Volumes can be seen in **Figure 4 and Figure 5**.

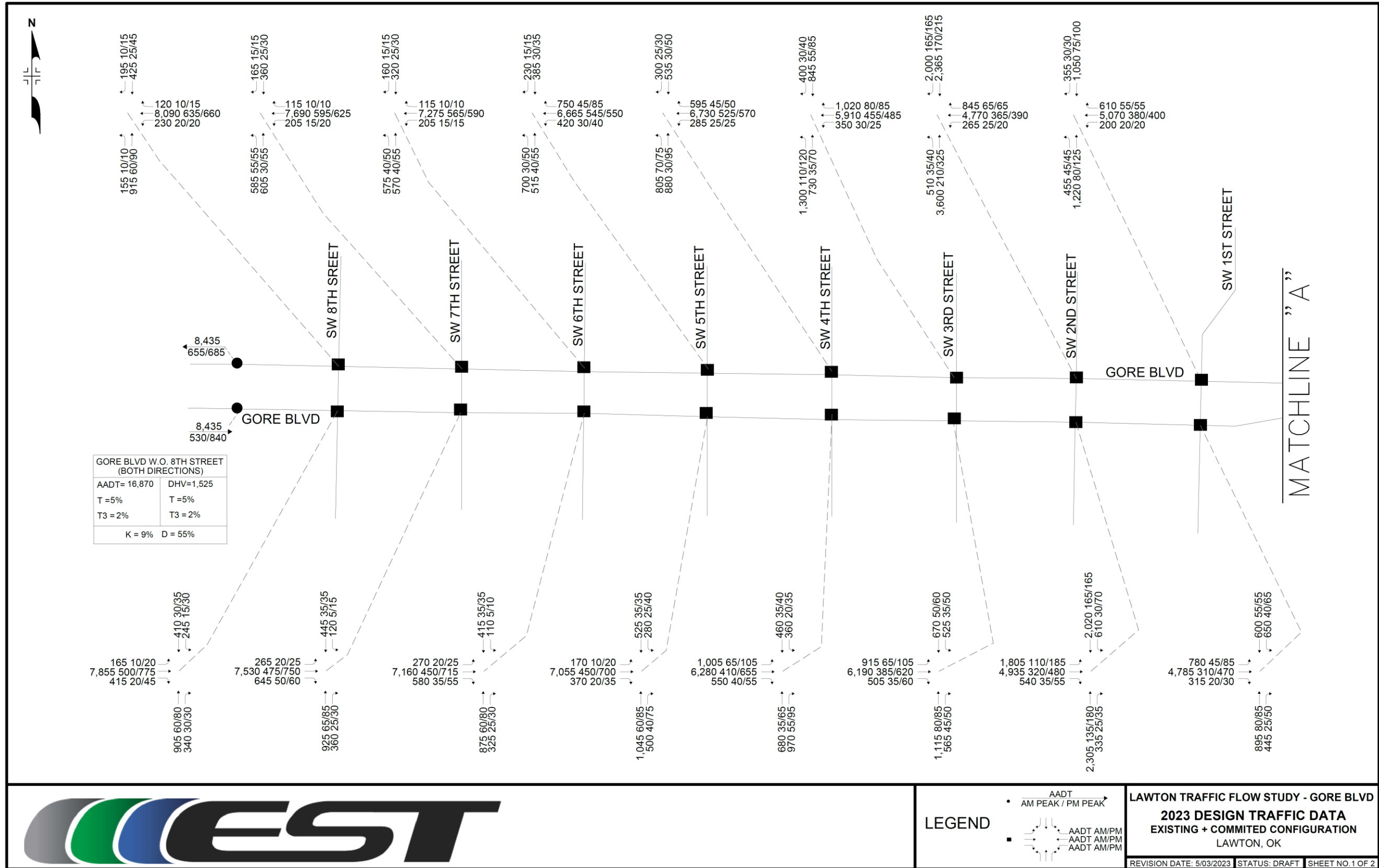


Figure 2 - 2023 Design Traffic Map (1/2)

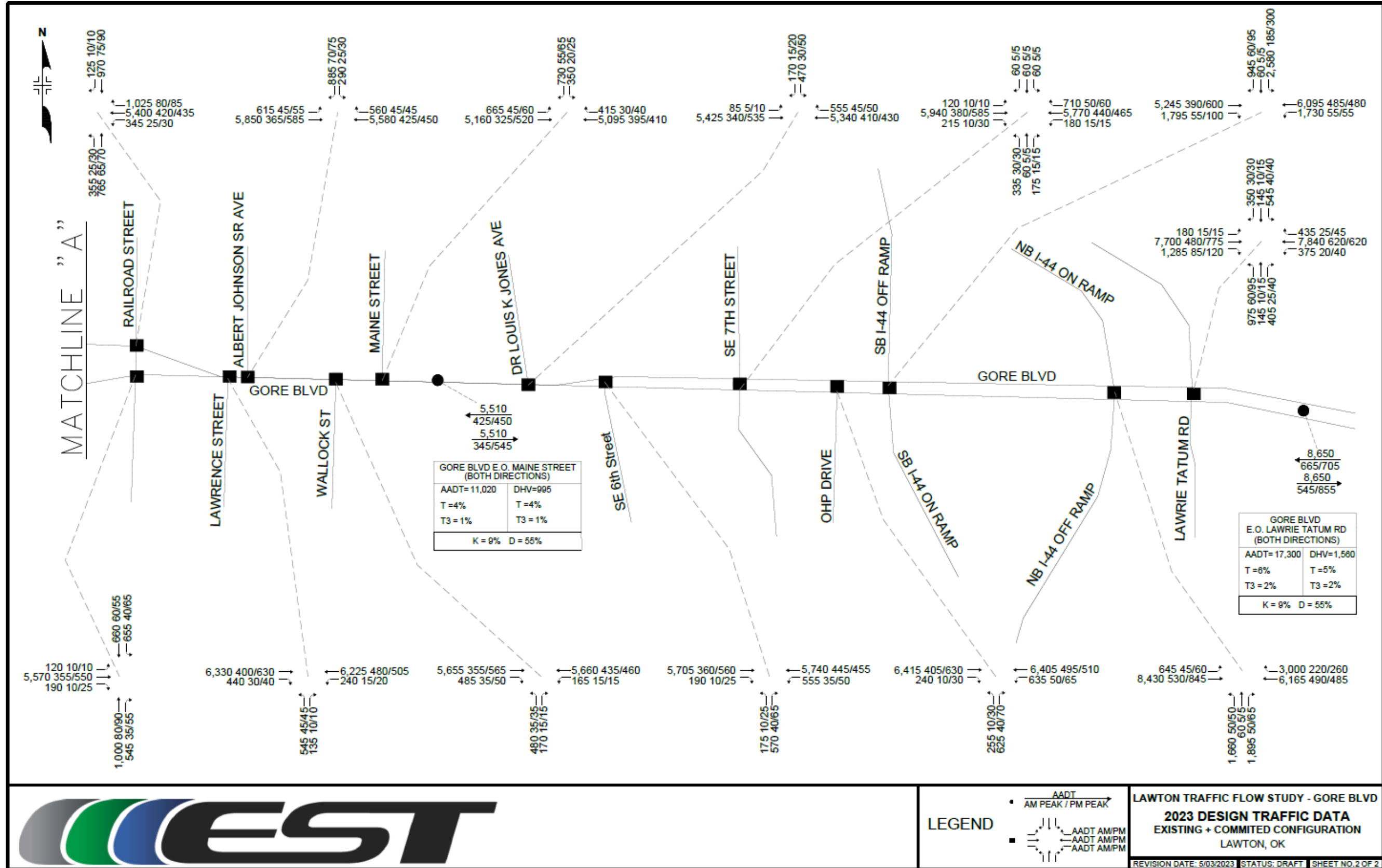


Figure 3 - 2023 Design Traffic Map (2/2)



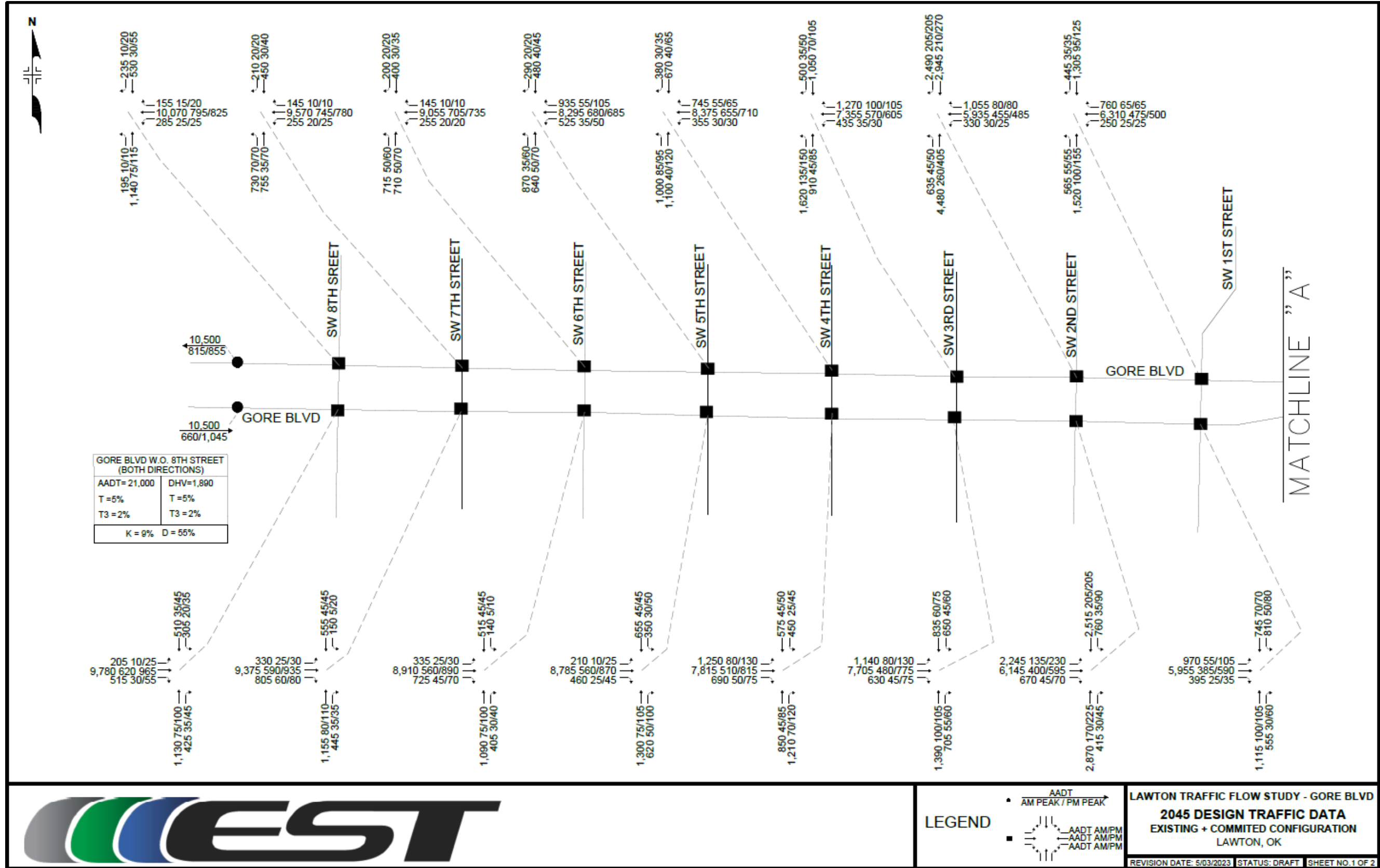


Figure 4 - 2045 Design Traffic Map (1/2)

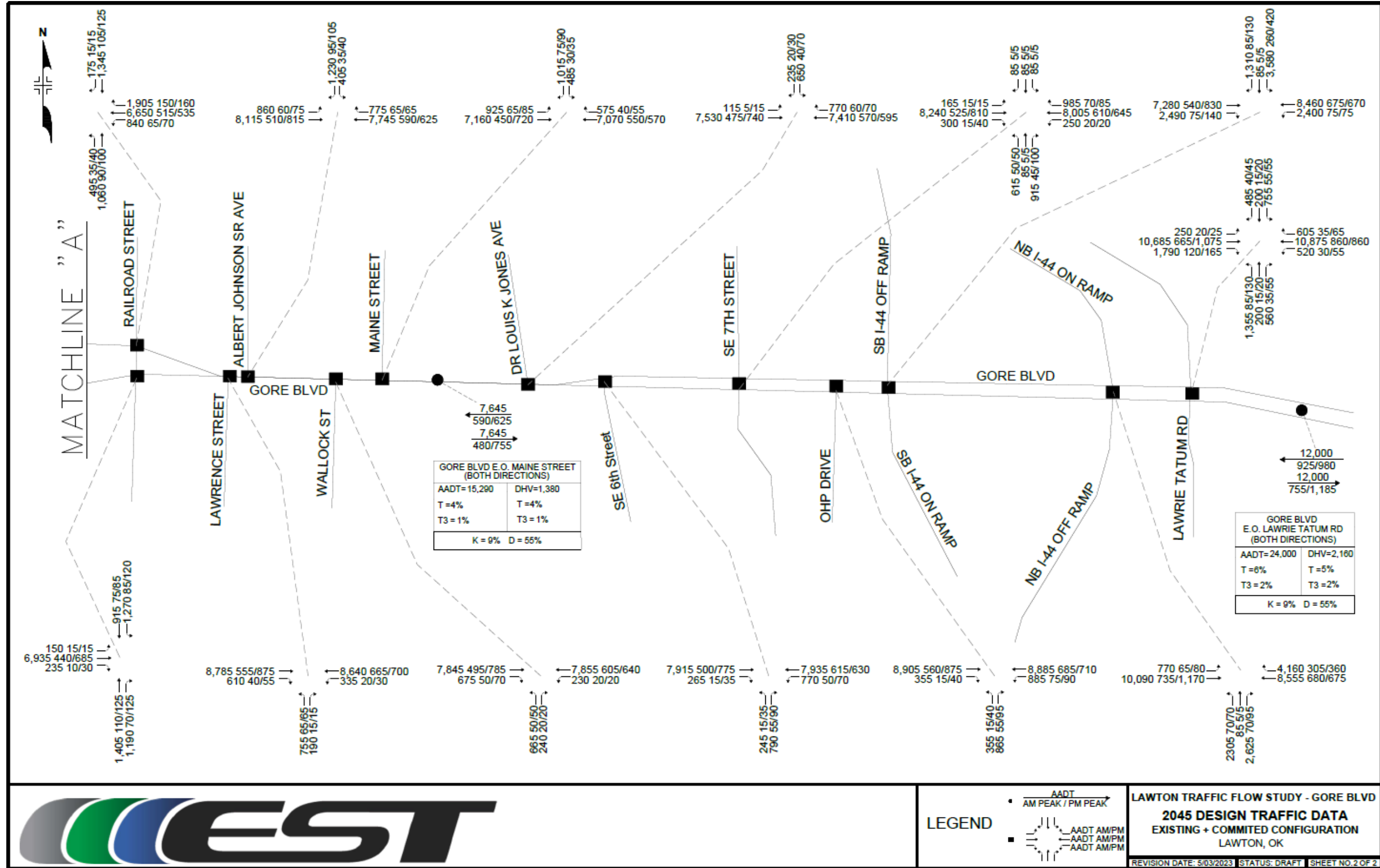
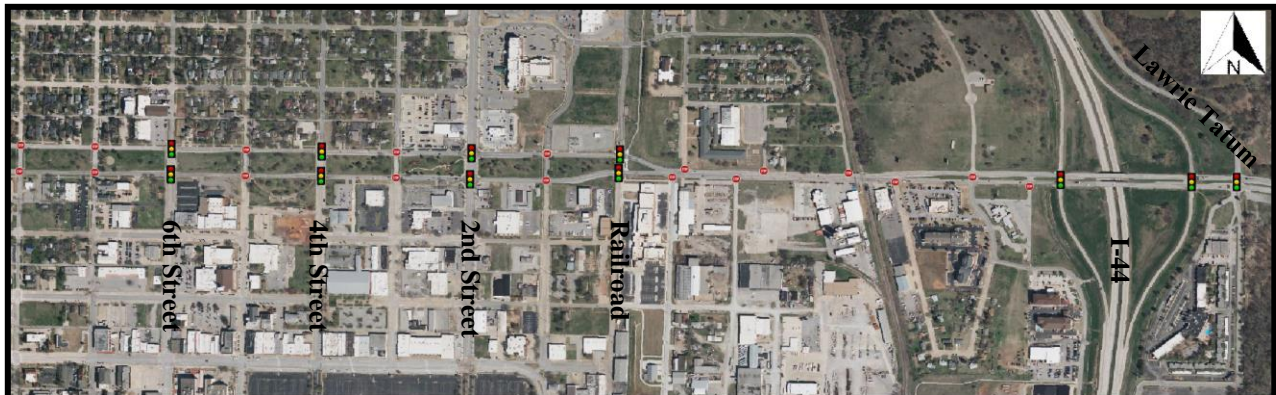


Figure 5 - 2045 Design Traffic Map (2/2)

### 3 Existing Condition

Gore Blvd. is divided between Railroad Street and 7<sup>th</sup>, with an approximately 145ft wide median. Currently, there are 7 signals along Gore Blvd. within the traffic study area. Among the signalized intersections, the intersections at 6<sup>th</sup> Street, 4<sup>th</sup> Street, 2<sup>nd</sup> Street, and Railroad Street (which intersects Gore Blvd at two intersections due to the wide median) are grouped as clustered intersections that operate under a single controller at each crossing. There are 11 unsignalized intersections with stop-controlled north/south traffic and free east/west traffic on Gore Blvd.

Based on our conversation with the City staff, and field engineer, and according to anecdotal information, it appears that under the current network conditions, along with the existing signal phasing and timing plans, there is a traffic congestion issue occurring on Gore Blvd at the intersection of Gore Blvd and Railroad Street, particularly for westbound traffic. This congestion results in a queue that stretches in the direction towards the I-44 ramp intersection to the east. **Figure 6** illustrates the type of traffic control devices currently utilized at each intersection.



**Figure 6 - Existing Traffic Control Types**

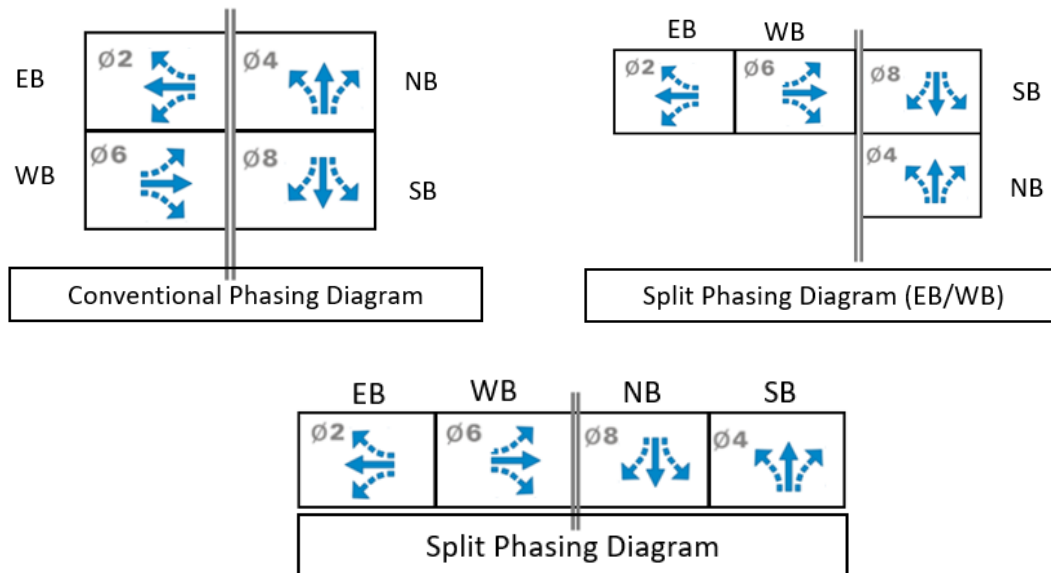
The current signal phasing at the intersections of Gore Blvd at Lawrie Tatum, I-44 NB Ramps, I-44 SB Ramps, 4<sup>th</sup> Street, and 6<sup>th</sup> Street is conventional phasing. The signal phasing at the intersection of Gore Blvd & Railroad is a split phasing for EB/WB under two Barriers but the same ring and the NB/SB approaches go together under the same barrier but two different rings. The intersection of Gore Blvd & 2<sup>nd</sup> Street is split phasing on all approaches.

**Table 1** shows the existing phasing and cycle length at the signal controllers in the study area.

**Table 1 – Existing Signal Phasing and Cycle Length**

Intersection Location	Cycle Length (Sec)	Phasing*
Gore Blvd. & Lawrie Tatum	120	Conventional
Gore Blvd. & I-44 NB Ramps	120	Conventional
Gore Blvd. & I-44 SB Ramps	120	Conventional
Gore Blvd. & Railroad	120	Split (EB/WB)
Gore Blvd. & 2nd	120	Split (All Approaches)
Gore Blvd. & 4th	100	Conventional
Gore Blvd. & 6th	100	Conventional

\*Phasing Diagrams are shown in **Figure 7**



**Figure 7 - Diagram Illustrating Split and Conventional Signal Phasing Schemes**

**Split phase** signal timing refers to the division of the signal cycle into phases that give a green phase for all vehicle movements of one direction followed by a phase for all movements of the opposite direction. **Conventional phase** signal timing consists of having two opposite approaches with concurrent timing.

**Issues Associated with Current Signal Phasing, Timing, and Operation**

- Signal phasing inconsistency between intersections along Gore Blvd. (Conventional vs. Split)
- Lack of overlap phasing in split phasing intersections.
- Varied cycle lengths at different intersections within the corridor.
- Lack of signal coordination throughout the corridor.
- The Railroad crossing intersection lacks left-turn pockets for westbound and eastbound left-turn traffic movements in both directions.

### 3.1 Operational Analysis – 2023 Design Hour Volume

For the existing operational analysis, PM Peak Hour Volumes from the “2023 Design Traffic Data” (as shown in **Figure 2** and **Figure 3**) were used as the Design Hour Volume (DHV).

#### 3.1.1 Intersection Analysis

The Level of Service (LOS) for movements at signalized and unsignalized intersections are determined by the amount of wait time or delay a vehicle experiences. The delay includes the time from when a vehicle joins a queue or is the first to start a queue, and the time stops when the vehicle can complete the movement. **Table 2** and **Table 3**, respectively summarize the LOS criteria for signalized and unsignalized intersections based on HCM 6th edition.

**Table 2 – LOS Criteria for Signalized Intersections -Motorized Vehicle Mode**

Control Delay(s/veh)	LOS by Volume-to-Capacity Ratio	
	≤ 1.0	>1.0
≤ 10	A	F
>10-20	B	F
>20-35	C	F
>35-55	D	F
>55-80	E	F
>80	F	F

Source: HCM 6th edition – Exhibit 19-8

**Table 3 – LOS Criteria for Unsignalized Intersections -Motorized Vehicle Mode**

Control Delay(s/veh)	LOS by Volume-to-Capacity Ratio	
	≤ 1.0	>1.0
0-10	A	F
>10-15	B	F
>15-25	C	F
>25-35	D	F
>35-50	E	F
>50	F	F

Source: HCM 6th edition – Exhibit 20-2

For intersection analysis along the study corridor, Synchro 11 software based on the Highway Capacity Manual (HCM), 6th Edition (Transportation Research Board [TRB], 2016) has been utilized for all signalized/unsignalized intersections except the clustered intersections at 6<sup>th</sup>, 4<sup>th</sup>, 2<sup>nd</sup>, and Railroad streets. Since HCM, 6<sup>th</sup> edition does not support analyzing clustered intersections in Synchro, HCM 2000 edition has been used for the operational analysis at those intersections. The results of the LOS analysis for the signalized intersections and approach LOS for unsignalized intersections are summarized in **Figure 8** and **Figure 9**. Detailed analysis of individual intersections and the Synchro Reports are documented in **Appendix B**.

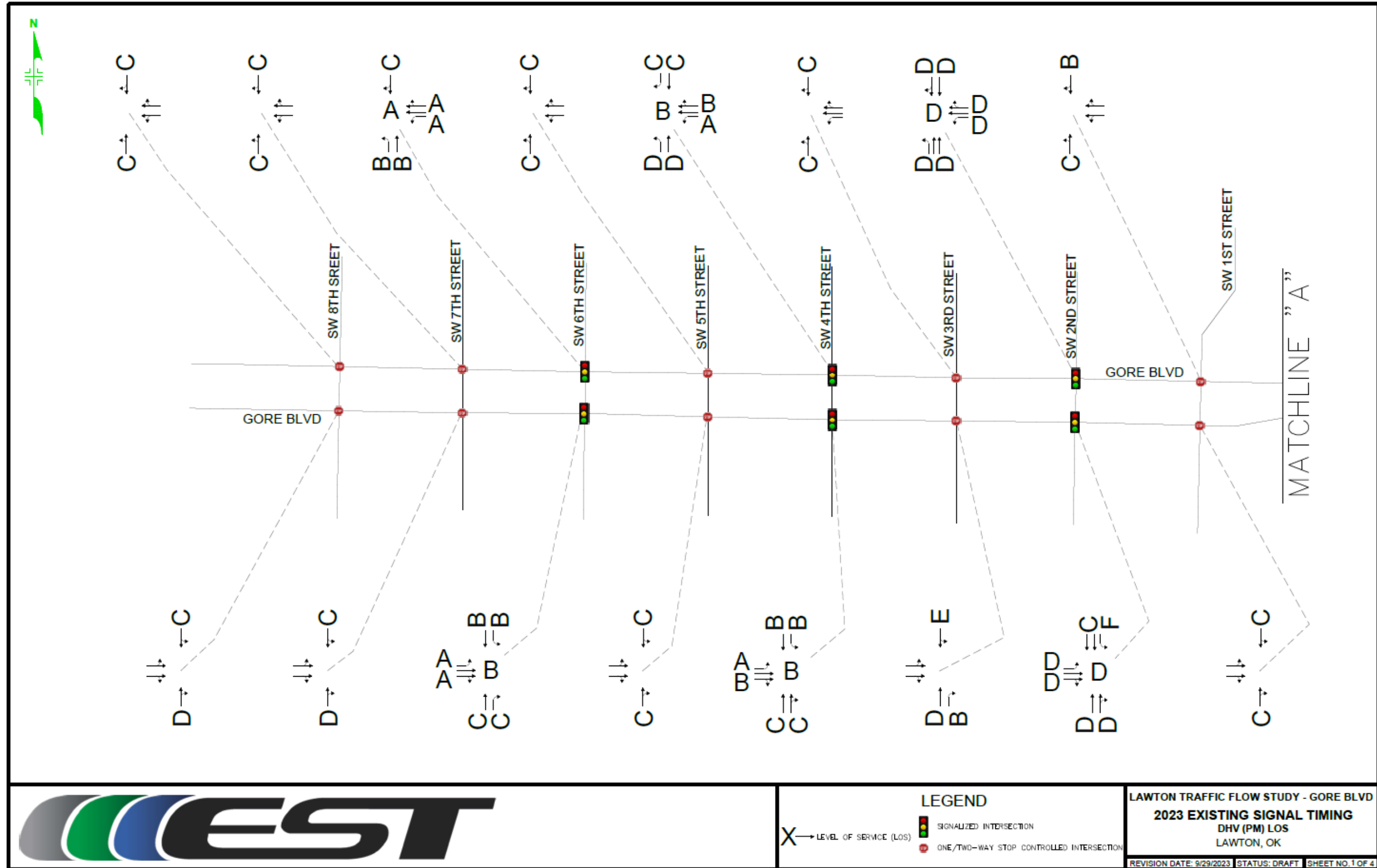


Figure 8 - 2023 LOS for DHV - Existing Conditions (1/2)

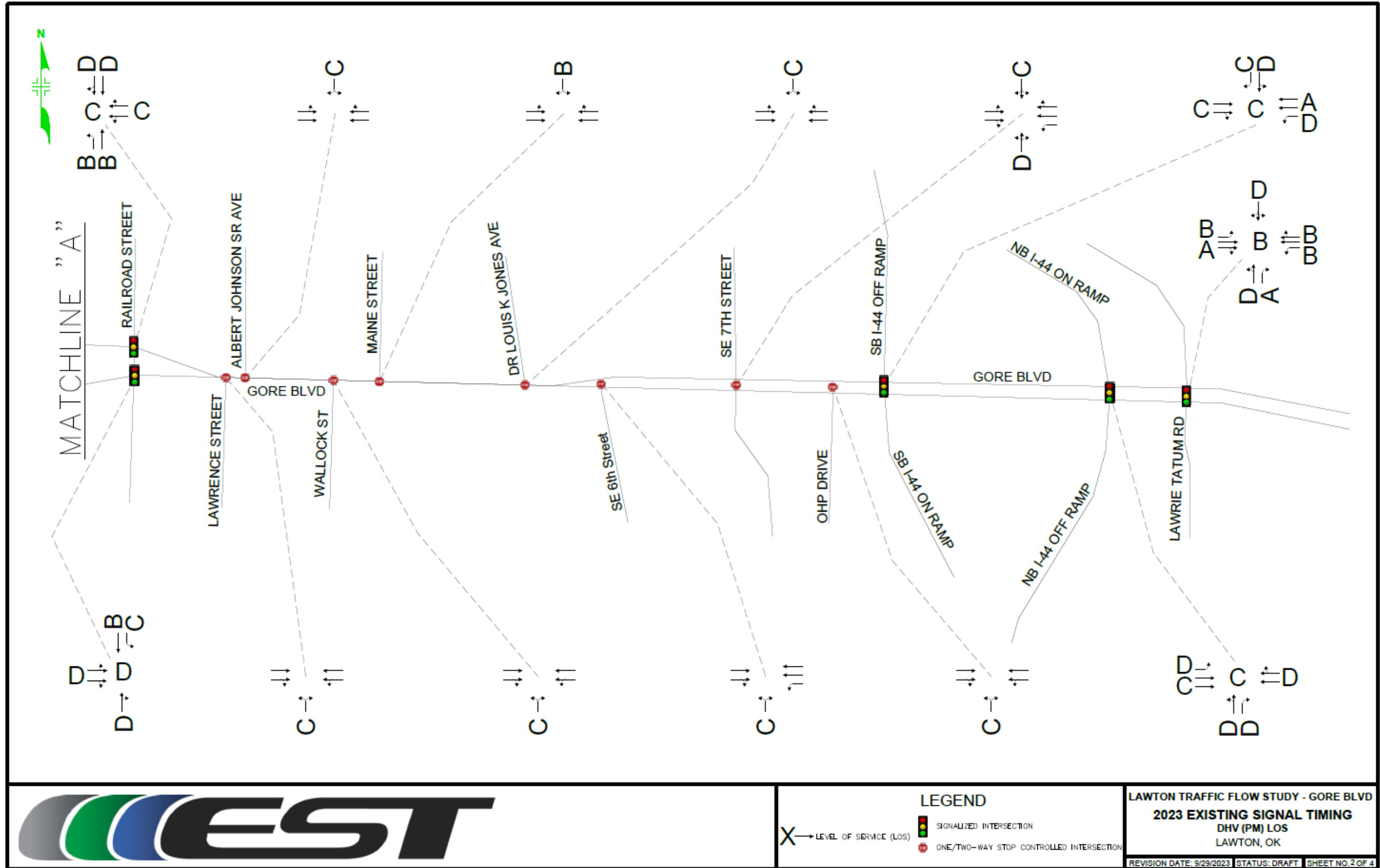


Figure 9 – 2023 LOS for DHV - Existing Conditions (Cont. 2/2)

### 3.1.2 Corridor Analysis

Sim Traffic 11 software based on the Highway Capacity Manual (HCM), 6th Edition (Transportation Research Board [TRB], 2016) has been utilized to analyze the corridor. **Table 4** shows Measures of Effectiveness (MOE) results for the existing corridor based on the Sim Traffic Analysis and considering 2023 design traffic volumes.

**Table 4 – Sim Traffic Results (MOE) for the 2023 Existing Network– Sim Traffic Simulation Period (10 min)**

2023 Network MOE Results (Peak Hour)	
Total Delay (Veh-hr.)	16.5
Total Del/Veh (s)	57.3
Stop Delay (hr.)	12.5
Stop Del/Veh (s)	43.3
Total Stops	1584
Stop/Veh	1.5
Travel Dist. (mi)	473.1
Travel Time (hr.)	31.8
Avg Speed (mph)	15
Network-wide Queuing Penalty	201

*Note: Sim Traffic Results assumptions: Avg of 10 Run / Seeding Duration: 3 Min / Recording Duration: 10 Min*

### 3.2 Safety/Crash Analysis of the Existing Condition - 2019-2023 (August)

The Lawton Police Department supplied nearly five years' worth of historical crash data on 08/15/2023, through the City of Lawton. However, the specific types of crashes were not included in the provided data. These data show the total number of Non-Injury, Injury, and Fatal crashes between 2019 to August 2023. There were a total of 118 crashes in the entire study area between 2019 and August 2023. There was only one fatal crash which happened at the intersection of 4<sup>th</sup>.

**Table 5** shows Crash data from 2019 - 2023 (August). Based on the provided crash data, intersections of Gore Blvd. with 4<sup>th</sup>, 2<sup>nd</sup>, Railroad, and Lawrie Tatum are noted for having higher total crash numbers. It's important to note that these totals reflect the number of crashes over a period of nearly five years.



**Table 5 – Crash data January 2019 -August 2023 (4 years & 8 months)**

	Non-Injury	Injury	Police	Fatality	HitnRun	Total
W 7th	2	0	0	0	0	2
W 6th	3	3	0	0	0	6
W 5th	2	0	0	0	0	2
W 4th	4	3	0	1	2	10
W 3rd	7	0	1	0	0	8
W 2nd	6	2	0	0	5	13
W 1st	2	3	0	0	0	5
Railroad	8	8	0	0	2	18
Wallock	1	0	0	0	1	2
Louis K	5	0	0	0	1	6
E 6th	1	0	0	0	1	2
E 7th	7	1	0	0	1	9
Lawrie T.	9	6	0	0	4	19
i44	3	4	0	0	0	7
OHP Dr	1	1	0	0	1	3
Maine	4	1	0	0	0	5
Albert J.	1	0	0	0	0	1
Total Stop Controlled	33	6	1	0	5	45
Total Signalized	33	26	0	1	13	73
<b>Total</b>	<b>66</b>	<b>32</b>	<b>1</b>	<b>1</b>	<b>18</b>	<b>118</b>

**Note:**

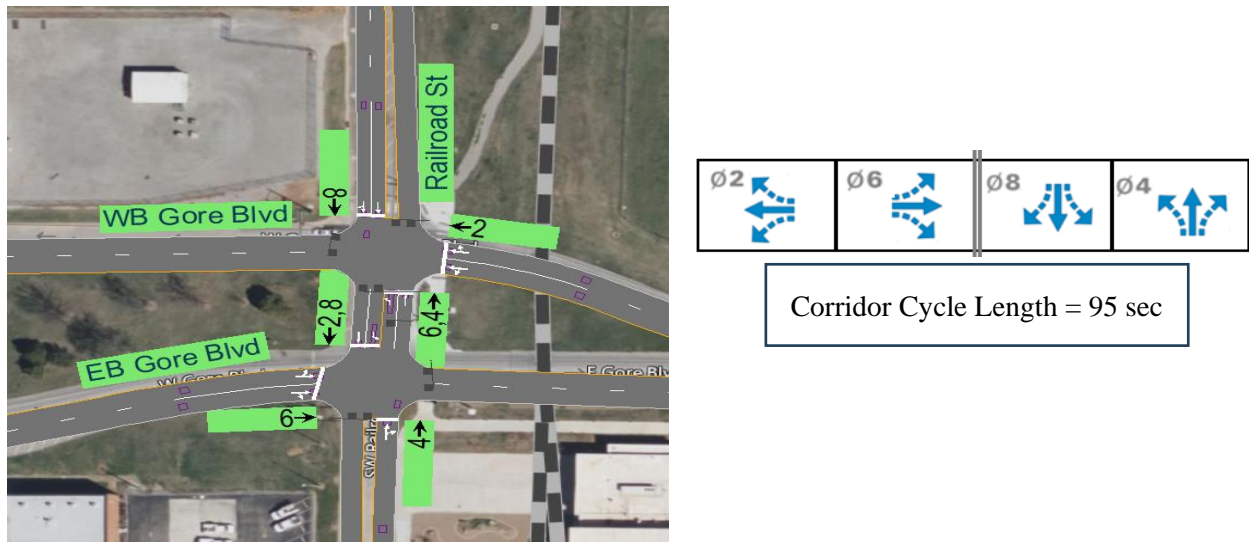
- The provided crash data does not specify the exact start date of the collected data in 2019 – January is assumed .
- There is a lack of detailed information on the crash patterns, hindering the ability to effectively address mitigation strategies.
- No safety/crash baseline data was provided by the City/ODOT in order to determine the significance of the crashes in comparison to the baseline.

## 4 Recommended Operational Improvement Options

To enhance operational efficiency on Gore Blvd, several recommended improvement options were presented. All figures pertaining to these recommendation options show the modifications made to the intersection of Gore Blvd. & Railroad Street. This intersection is the focus of the operational enhancement. In each option explained below, signal phasing has been modified only for the section of Gore Blvd divided by the median. Signal phasing for intersections of Gore Blvd. with I-44 Ramps and with Lawrie Tatum Road has remained as existing phasing (conventional phasing) and only the signal timing, cycle length, and split phasing have been optimized and coordinated with the rest of the network.

### Option 1 – Existing Network Configuration/ Split Phase Signal Timing on All Approaches (EB/WB/NB/SB) at the Clustered Signalized Intersections

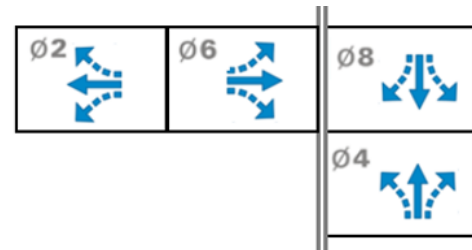
This option recommends dividing the signal cycle at all clustered intersections into four distinct phases. **Figure 10** shows Signal Phasing at the Intersection of Gore Blvd. & Railroad. All other Clustered intersections in the study area follow the same signal-phasing diagram.



**Figure 10 – Split Signal Phasing at the Intersection of Gore Blvd. & Railroad (Option 1)**

**Option 2 – Existing Network Configuration/ Split Phase Signal Timing on EB/WB Approaches of Clustered Signalized Intersections**

Figure 11 shows the Signal Phasing at the Intersection of Gore Blvd. & Railroad. All other Clustered intersections in the study area follow the same signal-phasing diagram.



Corridor Cycle Length = 95 sec

Figure 11 - Split Signal Phasing on EB/WB at the Intersection of Gore Blvd. & Railroad (Option 2)

**Option 3 – Close the Median at Gore Blvd. & Railroad Intersection/Traffic Redistribution/ Add Signal at Gore Blvd & 1st St. Intersection. Implement Split Phase Signal Timing on all Approaches of Clustered Signalized Intersections**

Figure 12 shows all changes that have been proposed to the intersections of Gore Blvd. with Railroad, 1<sup>st</sup>, and Larrance streets. Changes to the crossing of Larrance Street are limited to traffic volume. The traffic at the crossing of Railroad St has been redistributed through 1<sup>st</sup> and Larrance crossings based on engineering judgment. The intersection of Gore Blvd and 1<sup>st</sup> Street has been equipped with a traffic signal controller to accommodate the added traffic redistributed from Railroad crossing to this intersection. All Clustered intersections in the study area follow split-phase signal timing. Accommodation of emergency vehicle access should be considered in the evaluation and design of this option.



Corridor Cycle Length = 95 sec

Figure 12 – Close the Median at Gore Blvd. & Railroad Intersection/Traffic Redistribution/ Add Signal at Gore Blvd & 1st St. Intersection with Split Phase Signal Timing (Option 3)

**Option 4 – Adding EB/WB Left Turn Pocket at the Intersection of Gore Blvd & Railroad/ Conventional Signal Timing at all of the Signalized Intersections.**

Figure 13 shows adding a left turn pocket and Conventional Signal Phasing at the Intersection of Gore Blvd. & Railroad. All other intersections in the study area follow the same signal-phasing diagram.

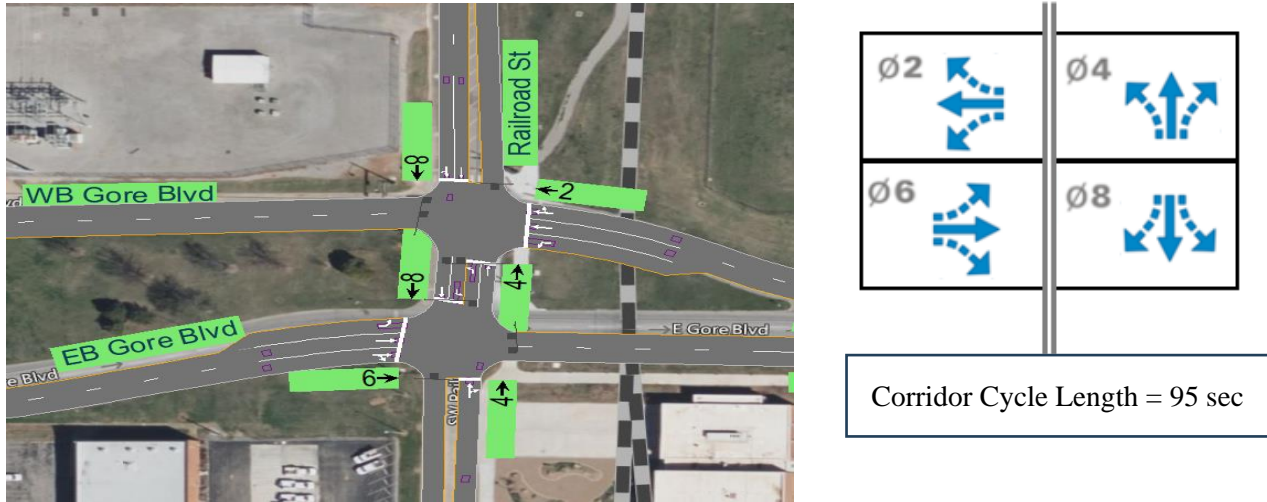


Figure 13 - Adding EB/WB Left Turn Pocket and Conventional Signal Timing at Intersection of Gore Blvd & Railroad (Option 4)

**Option 5 – Close the Median at Gore Blvd. & Railroad and Gore Blvd. & 1st Intersections/ Traffic Redistribution / Split Phase Signal Timing on all Approaches of Clustered Signalized Intersections.**

Figure 14 shows all changes that have been proposed to the intersections of Gore Blvd. with Railroad, 1st, and Larrance Street. Changes to the crossing of Larrance Street are limited to traffic volume.

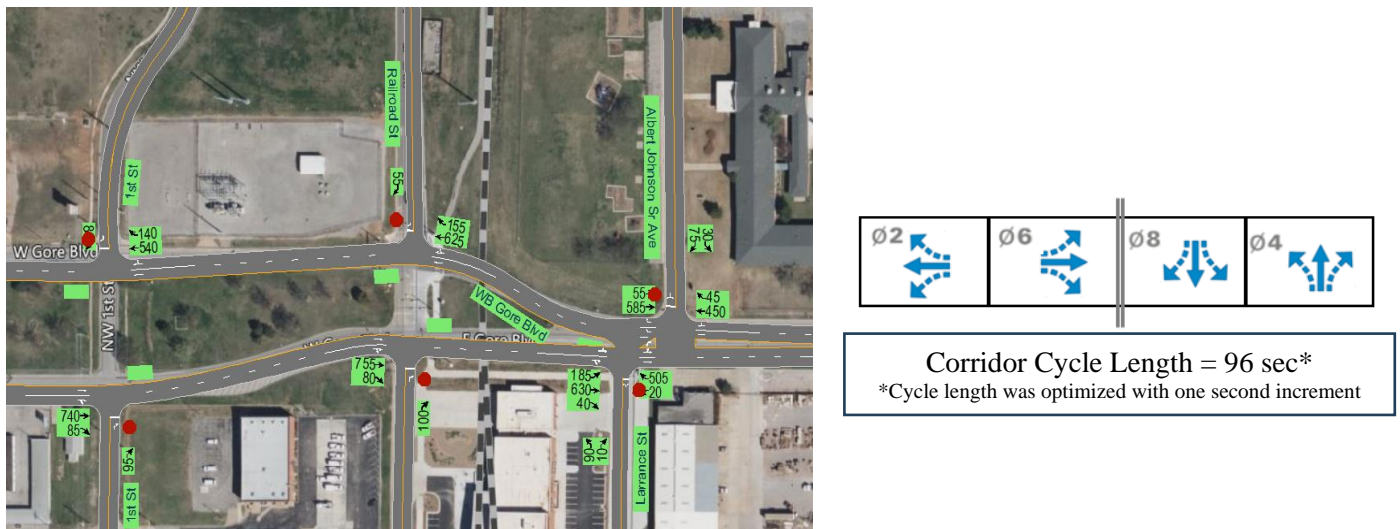
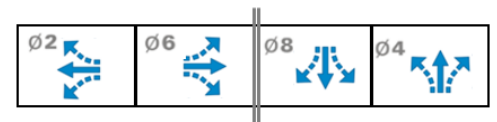
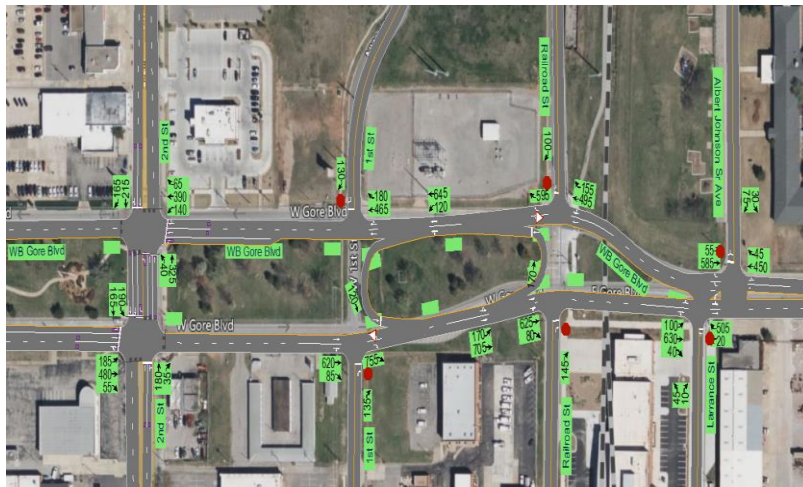


Figure 14 - Close the Median at Gore Blvd. & Railroad and Gore Blvd. & 1st Intersections/ Traffic Redistribution / Split Phase Signal Timing (Option 5)

**Option 6 – Close the Median/Add EB U-Turn at Gore Blvd. & Railroad - Close the Median/Add WB U-Turn at Gore Blvd. & 1st -Split Phase Signal Timing on all Approaches of Clustered Signalized Intersections.**

Figure 15 shows all changes that have been proposed to the intersections of Gore Blvd. with Railroad, 1st, and Larrance Street. Changes to the crossing of Larrance Street are limited to traffic volume. Accommodation of emergency vehicle access should be considered in the evaluation and design of this option.



Corridor Cycle Length = 96 sec\*  
\*Cycle length was optimized with one second increment

**Figure 15 - Close the Median/Add EB U-Turn at Gore Blvd. & Railroad - Close the Median/Add WB U-Turn at Gore Blvd. & 1st -Split Phase Signal Timing (Option 6)**

## 5 Comparison of Recommended Operational Improvement Options

Synchro and Sim Traffic 11 software based on the Highway Capacity Manual (HCM), 6th Edition (Transportation Research Board [TRB], 2016) have been utilized to assess both individual intersections and the entire corridor within the study area except the clustered intersections at 6th, 4th, 2nd and Railroad crossings. Since HCM, 6th edition does not support analyzing clustered intersections in Synchro, HCM 2000 edition has been used for those intersections. The detailed results of Synchro analysis and Synchro reports are presented in Appendix B. The detailed results of SimTraffic analysis and SimTraffic reports are presented in Appendix C.

### 5.1 2023 Design Hour Volume

#### Intersection Analysis

**Table 6** shows LOS and delay(sec/veh) for signalized intersections in the study area for the existing corridor vs. all recommended options considering the 2023 design hour volume (see **Figure 2** and **Figure 3**). As shown in this table, operational results of all recommended options show improvements for every intersection except the intersections of Gore Blvd with 6th & 4th Street and Lawrie Tatum Road. Based on the existing signal timing, these intersections are optimized individually without considering the impact on other intersections in the study area. They are not coordinated with the other signalized intersections along the corridor. These intersections operate individually as traffic is metered in other intersections which causes delays at those intersections as well as the network.

#### Network Analysis

**Table 7** shows Network Operational Performance and “Total Dealy” during design hour volume for the existing corridor vs. all recommended options considering the 2023 design hour volume. As shown in this table all options improve the Measure of Effectiveness (MOE) significantly compared to the existing condition. Option 4 saves more in terms of delay with a higher average speed. However, it requires some geometry modifications to the existing network. Option 2 on the other hand only modifies the signal timing/phasing with no change to the existing geometry. This option also shows significant improvement compared to the existing condition.



Table 6 – Comparison of Signalized Intersection LOS & Delay during Desing Hour Traffic between the Existing Condition and the Recommended Options (2023)

2023 DHV		Existing		Option 1		Option 2		Option 3		Option 4		Option 5		Option 6							
		LOS	Delay(sec/veh)	LOS	Delay(sec/veh)		LOS	Delay(sec/veh)		LOS	Delay(sec/veh)		LOS	Delay(sec/veh)		LOS	Delay(sec/veh)				
					Delay	% Imp. *		Delay	% Imp.		Delay	% Imp. *		Delay	% Imp. *		Delay	% Imp. *			
Gore Blvd & 6th St	N. Int.	A	9.9	C	21.6	No Improvement	C	23.3	No Improvement	C	29.9	No Improvement	B	12.4	No Improvement	C	30.5	No Improvement	C	30.5	No Improvement
	S. Int.	B	11.7	D	35.2	No Improvement	C	24.2	No Improvement	C	33.4	No Improvement	B	14	No Improvement	C	32.8	No Improvement	C	32.8	No Improvement
Gore Blvd & 4th St	N. Int.	B	17.2	C	40.8	No Improvement	C	38.8	No Improvement	C	27.2	No Improvement	B	12.4	0.28	C	26.9	No Improvement	C	36.9	No Improvement
	S. Int.	B	13.5	C	23.4	No Improvement	C	26.9	No Improvement	C	32	No Improvement	A	9.1	0.28	C	32.7	No Improvement	C	32.7	No Improvement
Gore Blvd & 2nd St	N. Int.	D	50.2	C	25	50%	C	21.2	58%	C	20.4	59%	B	17.5	65%	B	30.2	40%	C	28	44%
	S. Int.	D	47.5	C	32	33%	C	22.7	52%	C	32.1	32%	B	11.5	76%	C	29.2	39%	C	28.6	40%
Gore Blvd & 1st St	N. Int.	N/A		N/A		N/A		N/A		C	28.4	N/A	N/A		N/A		N/A				
	S. Int.	N/A		N/A		N/A		N/A		C	21.5	N/A	N/A		N/A		N/A				
Gore Blvd & Railroad	N. Int.	C	24.9	C	23	8%	B	16.7	33%	N/A		B	10.2	59%	N/A		N/A				
	S. Int.	D	39.4	D	35.5	10%	C	32	19%	N/A		B	12.8	68%	N/A		N/A				
Gore Blvd & I-44 SB Ramps		C	22.8	B	19.5	14%	B	19.5	14%	B	19.5	14%	B	19.5	14%	B	19.5	14%	B	19.5	14%
Gore Blvd & I-44 NB Ramps		C	32.6	A	5.1	0.84	A	5.1	0.84	A	5.1	0.84	A	5.1	0.84	A	5	0.85	A	5	0.85
Gore Blvd & Lawrie Tatum Road		B	12.9	C	23.3	No Improvement	C	23.3	No Improvement	C	23.3	No Improvement	C	23.3	No Improvement	C	23.7	No Improvement	C	23.7	No Improvement

\* % Improvements compared to the existing network



**Table 7 – Comparison of Network Operational Performance and “Total Dealy” during Desing Hour Traffic between the Existing Conditions and the Recommended Options (2023)**

2023 Design Hour Volume	Network 1-Hour Result			Sim-Traffic 10 Min Run**					
	Network Delay(veh.hr) ***			Network Queuing Penalty			Avg Speed (mph)		
	Delay(veh.hr)	Ranking	% Imp. *	Queuing Penalty	Ranking	% Imp. *	Avg Speed(mph)	Ranking	% Imp. *
<b>Option</b> <ul style="list-style-type: none"> <li>Network/Timing Modifications</li> </ul>									
<u>Existing</u>	110.51	-	-	201	-	-	15	-	-
<b>Option 1</b> <ul style="list-style-type: none"> <li>Split Phase Signal Timing on All Approaches</li> </ul>	100.22	4	5%	68	1	66%	16	3	7%
<b>Option 2</b> <ul style="list-style-type: none"> <li>Split Phase Signal Timing on EB/WB</li> </ul>	89.82	2	10%	87	2	57%	17	2	13%
<b>Option 3</b> <ul style="list-style-type: none"> <li>Close the Median at Gore Blvd. &amp; Railroad Intersection</li> <li>Traffic Redistribution</li> <li>Add Signal at Gore Blvd &amp; 1st Intersection.</li> <li>Split Phase Signal Timing on All Approaches</li> </ul>	94.86	3	8%	108	4	46%	16	3	7%
<b>Option 4</b> <ul style="list-style-type: none"> <li>Adding EB/WB Left Turn Pocket at the Intersection of Gore Blvd &amp; Railroad</li> <li>Conventional Signal Timing on All Signalized Intersections</li> </ul>	66.21	1	22%	108	4	46%	19	1	27%
<b>Option 5</b> <ul style="list-style-type: none"> <li>Close the Median at Gore Blvd. &amp; Railroad Intersection</li> <li>Close the Median at Gore Blvd. &amp; 1st Intersection</li> <li>Traffic Redistribution</li> <li>Split Phase Signal Timing on All Approaches</li> </ul>	94.14	3	8%	94	3	53%	17	2	13%
<b>Option 6</b> <ul style="list-style-type: none"> <li>Close the Median/Add EB U-Turn at Gore Blvd. &amp; Railroad Intersection</li> <li>Close the Median/ Add WB U-Turn at Gore Blvd. &amp; 1st Intersection</li> <li>Traffic Redistribution</li> <li>Split Phase Signal Timing on All Approaches</li> </ul>	90.01	2	0.1	1122	5	No Improvement	14	4	No Improvement

\* % Improvements compared to the existing network

\*\*“Network Level” Sim Traffic Results

Sim Traffic Results assumptions for all models: Avg of 10 Run / Seeding Duration: 3Min / Recording Duration:10 Min

\*\*\*Calculated based on avg movement delay for the total volume of 1 peak hour



## 5.2 2045 Design Hour Volume

### Intersection Analysis

**Table 8** shows LOS and delay (sec/veh) for signalized intersections in the study area for the existing geometry with optimized signal timing vs. options 2 & 4 considering the 2045 design hour volume (see **Figure 4 and Figure 5**). As shown in this table, option 4, shows significant improvements for intersections of Gore Blvd with 6<sup>th</sup> Street, 4<sup>th</sup> Street, 2<sup>nd</sup> Street, and Railroad. This option improves LOS from E to B at the intersection of Gore Blvd with 2<sup>nd</sup> Street, and from F to C, at the intersection of Gore Blvd with Railroad. Option 2 also improves delay and LOS in intersections of Gore Blvd with 2<sup>nd</sup> Street and Railroad. Option 2 improves LOS from E to C at the intersection of Gore Blvd with 2<sup>nd</sup> and from F to D at the intersection of Gore Blvd with Railroad.

### Network Analysis

**Table 9** shows Network Operational Performance and “Total Dealy” during design hour volume for the existing geometry with optimized signal timing vs. recommended options 2 &4 considering the 2045 design hour volume. As shown in this table both options improve MOEs significantly compared to the existing condition.

**Table 8 – Comparison of Signalized Intersection LOS & Delay during Desing Hour Traffic between the Existing Geometry (Optimized Timing) and the Recommended Options (2045)**

2045 DHV		Existing		Option 2			Option 4		
		LOS	Delay(sec/veh)	LOS	Delay(sec/veh)		LOS	Delay(sec/veh)	
					Delay	% Imp.*		Delay	% Imp.*
Gore Blvd & 6th St	N. Int.	B	12.5	C	26.8	No Improvement	B	11.8	6%
	S. Int.	B	14.8	C	27.9		B	13.7	7%
Gore Blvd & 4th St	N. Int.	B	17.2	C	25.1	No Improvement	B	13.5	22%
	S. Int.	B	14.0	C	29.4		B	10.1	28%
Gore Blvd & 2nd St	N. Int.	E	59.3	C	24.2	59%	B	18.3	69%
	S. Int.	E	62.9	C	25.7	59%	B	12.3	80%
Gore Blvd & Railroad	N. Int.	C	25.8	C	22.3	14%	B	11.6	55%
	S. Int.	F	86.8	D	35.5	59%	C	29.9	66%
Gore Blvd & I-44 SB Ramps		C	27.0	C	28.1	No Improvement	C	28.5	No Improvement
Gore Blvd & I-44 NB Ramps		A	5.8	A	5.8	0%	A	5.8	0%
Gore Blvd & Lawrie Tatum Road		B	12.9	C	26.4	No Improvement	C	25.6	No Improvement

\* % Improvements compared to the existing network (Optimized Timing)

**Table 9 – Comparison of Operational Performance and “Total Dealy” during Desing Hour Traffic between the Existing Geometry (Optimized Timing) and the Recommended Options (2045)**

2045 Design Hour Volume	Network 1-Hour Result			Sim-Traffic 10 Min Run**					
	Network Delay(veh.hr) ***			Network Queuing Penalty			Avg Speed (mph)		
	Delay(veh.hr)	Ranking	% Imp. *	Queuing Penalty	Ranking	% Imp. *	Avg Speed(mph)	Ranking	% Imp. *
<b>Option</b> <ul style="list-style-type: none"> <li>Network/Timing Modifications****</li> </ul>									
<b>Existing Network (Optimized Timing)</b> <ul style="list-style-type: none"> <li>Optimized Signal Timing</li> </ul>	170.88	-	-	683	-	-	14	-	-
<b>Option 2</b> <ul style="list-style-type: none"> <li>Split Phase Signal Timing on EB/WB</li> </ul>	151.25	2	11%	303	1	56%	15	2	7%
<b>Option 4</b> <ul style="list-style-type: none"> <li>Adding EB/WB Left Turn Pocket at the Intersection of Gore Blvd &amp; Railroad</li> <li>Split Phase Signal Timing on EB/WB</li> </ul>	124.13	1	27%	483	2	29%	17	1	21%

\* % Improvements compared to the existing network (Optimized Timing)

\*\*“Network Level” Sim Traffic Results

Sim Traffic Results assumptions for all models: Avg of 10 Run / Seeding Duration: 3Min / Recording Duration:10 Min

\*\*\*Calculated based on avg movement delay for the total volume of 1 peak hour

## 6 Roadway Geometry, Multi-Modal, Signing and Striping, Network Improvement Recommendations

As we explored the comprehensive planning level evaluation of the challenges within the corridor and identified potential areas for improvement, it has become clear that addressing these concerns is essential to enhance the overall functionality and efficiency of the corridor. This section presents sketches of the specific issues that have emerged within the corridor, along with proposed enhancements to comprehensively address them as exhibited in **Figure 16 through Figure 20**. (high-level access management recommendations are provided in **Section 7**).

Below is the list of the identified issues that were observed along the corridor.

1. Poor Pedestrian Crossing Condition
2. No Pedestrian Crossing
3. Discontinued Sidewalk
4. No Stop Bar
5. Not ADA Compliant
  - No ADA Ramp
  - Poor ADA compliance – (One ADA ramp for both directions)
  - ADA Ramp on one side does not lead to another ramp on the other side.
  - ADA Ramps missing truncated domes.
6. Poor Pavement Marking Condition
7. Discontinued and shared bike lane
8. The sidewalk does not align with Pedestrian Crossing
9. Missing Pavement marking
10. Presence of a Pedestrian Crossing along with No Pedestrian Sign

Here is a summary of the recommended improvements for the identified issues listed above.

1. Paint Pedestrian Crossing
  - At signalized intersections: where pedestrian crossing is not prohibited.
  - At Stop Controlled intersections: Add Pedestrian Crossing Signs
2. Provide a connected sidewalk network throughout the corridor (The dashed line in the issue map shows missing sidewalks)
3. Increase the width of existing sidewalks and convert to shared bike + ped lane
4. Paint Stop Bars
5. Provide curb ramps following ADA standards wherever a sidewalk or other pedestrian walkway crosses a curb.
  - Curb ramps must follow the standard slope and width.
  - Ramps need to have a detectable warning device with a raised dome surface and contrasting color.
6. Repaint Pavement Marking
7. Provide a connected bike lane network throughout the entire corridor. The bike lane should be for exclusive use by bicyclists and physically separated from motor vehicle traffic with a vertical element (Recommended bike lane: green line in the issue map).



---

## **Ped and Bike Improvements**

### ***Gore Blvd, from Railroad to 7<sup>th</sup> Street***

In line with the City's comprehensive citywide sidewalk enhancement initiative, which aims to promote a healthier and more active lifestyle while enhancing safety within the community, two recommendations have been made for bike and pedestrian facility improvements:

- 1- The expansion of existing sidewalks north and south of Gore Boulevard, including the sidewalks along the median, to a width of 10 feet to create a shared pathway that can accommodate both pedestrians and bikers.
- 2- To construct a new 10-foot lane dedicated to pedestrians and cyclists along the median, similar to the existing pedestrian lane between 2<sup>nd</sup> and 3<sup>rd</sup> streets, with connections at the crossroads.

### ***Gore Blvd, East of Railroad to the east of NE Lawrie Tatum Road***

Given the narrow bridge on I-44, currently it is advisable to prohibit pedestrian/bike crossing specially to access the Comanche Nation Casino. This would apply to three out of the four legs of each of the interchange and NE Lawrie Tatum Road Intersections at Gore Blvd. However; the City aims to improve pedestrian safety while crossing I-44, prompted by a history of fatalities and injuries. Construction plans are underway for a pedestrian bridge spanning I-44 and Gore Blvd, scheduled for the year 2024, and additional plans include the establishment of connecting sidewalks.

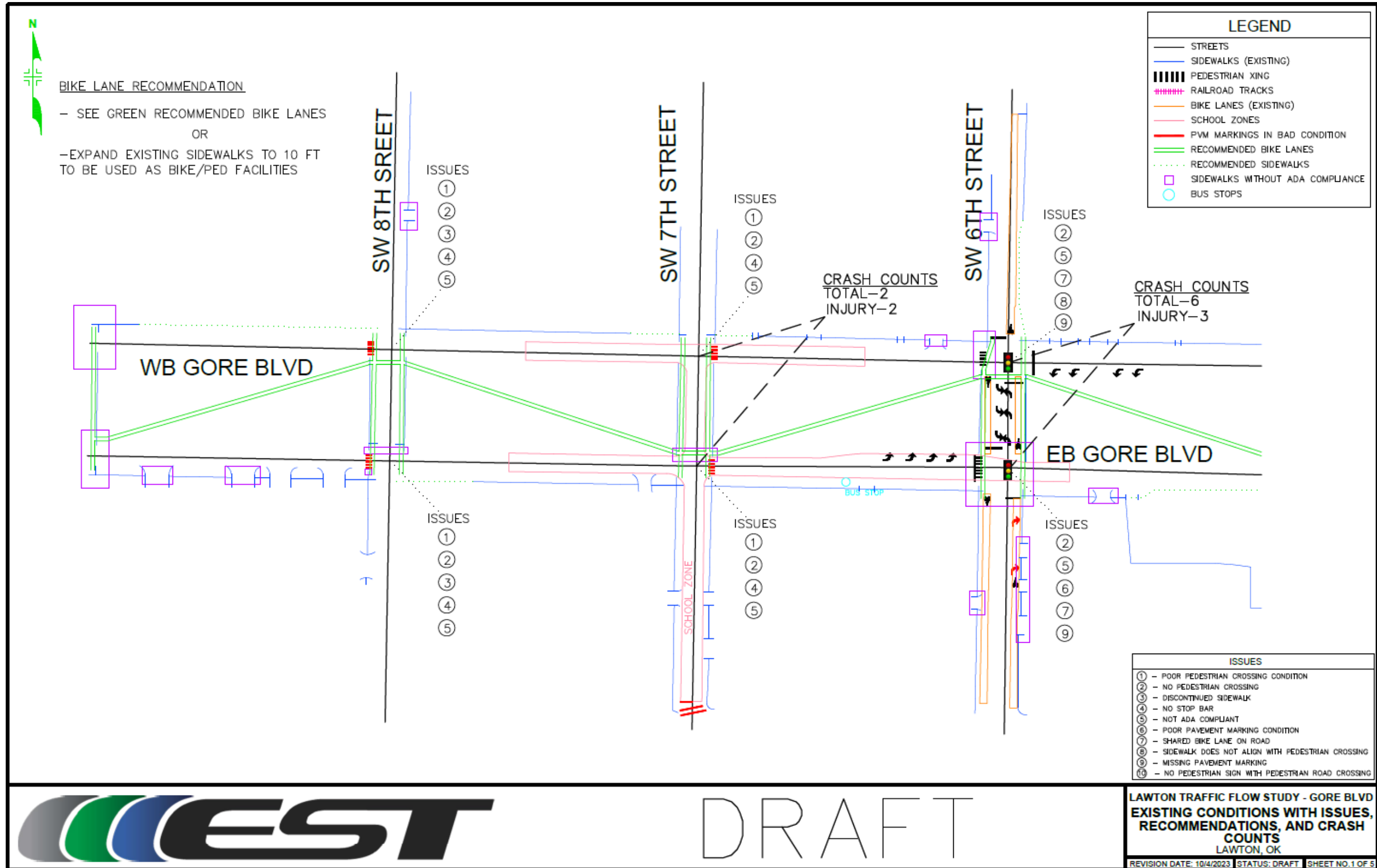


Figure 16 - Issues & Recommendations Along Corridor (page 1/5)

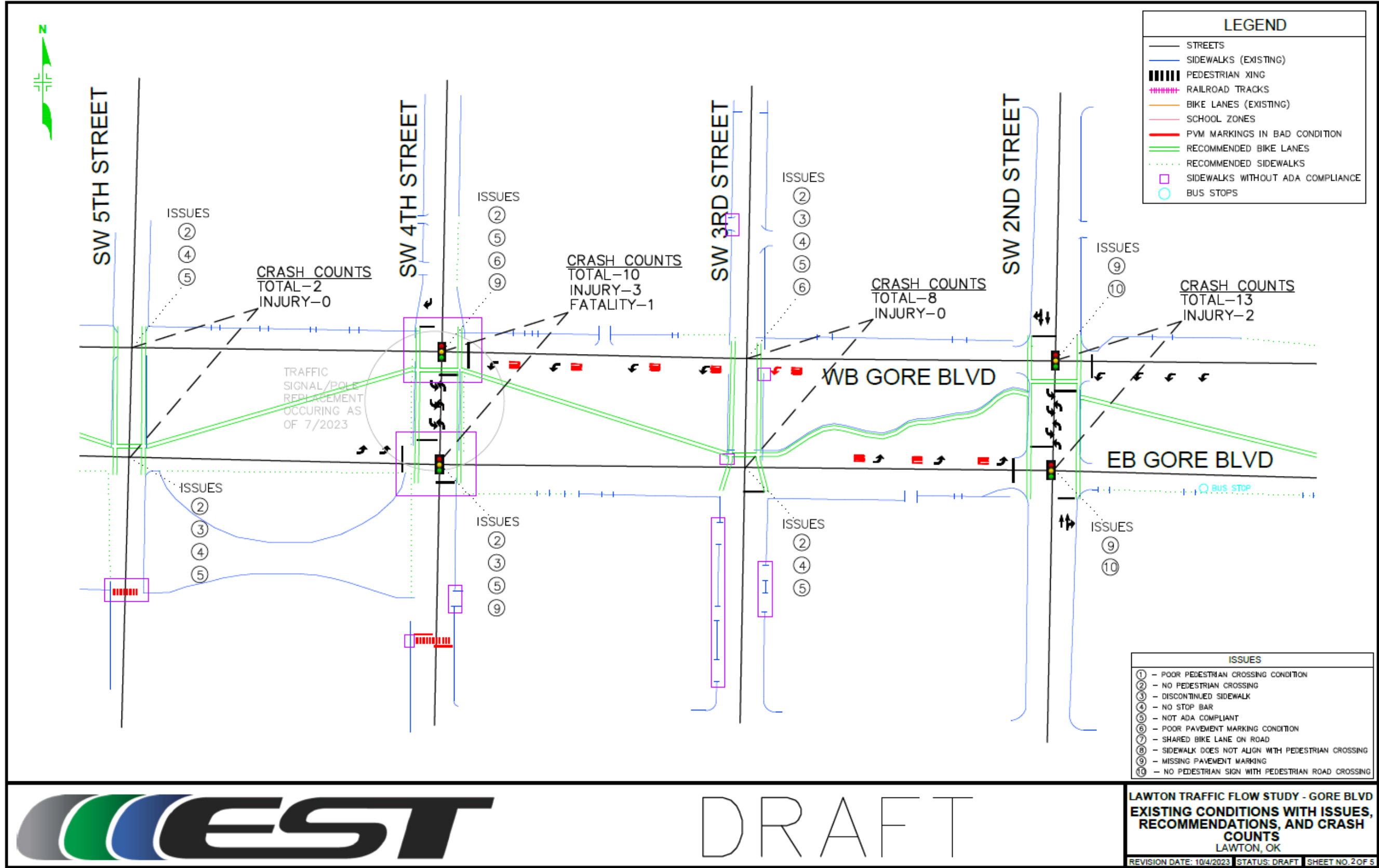


Figure 17 - Issues & Recommendations Along Corridor (page 2/5)

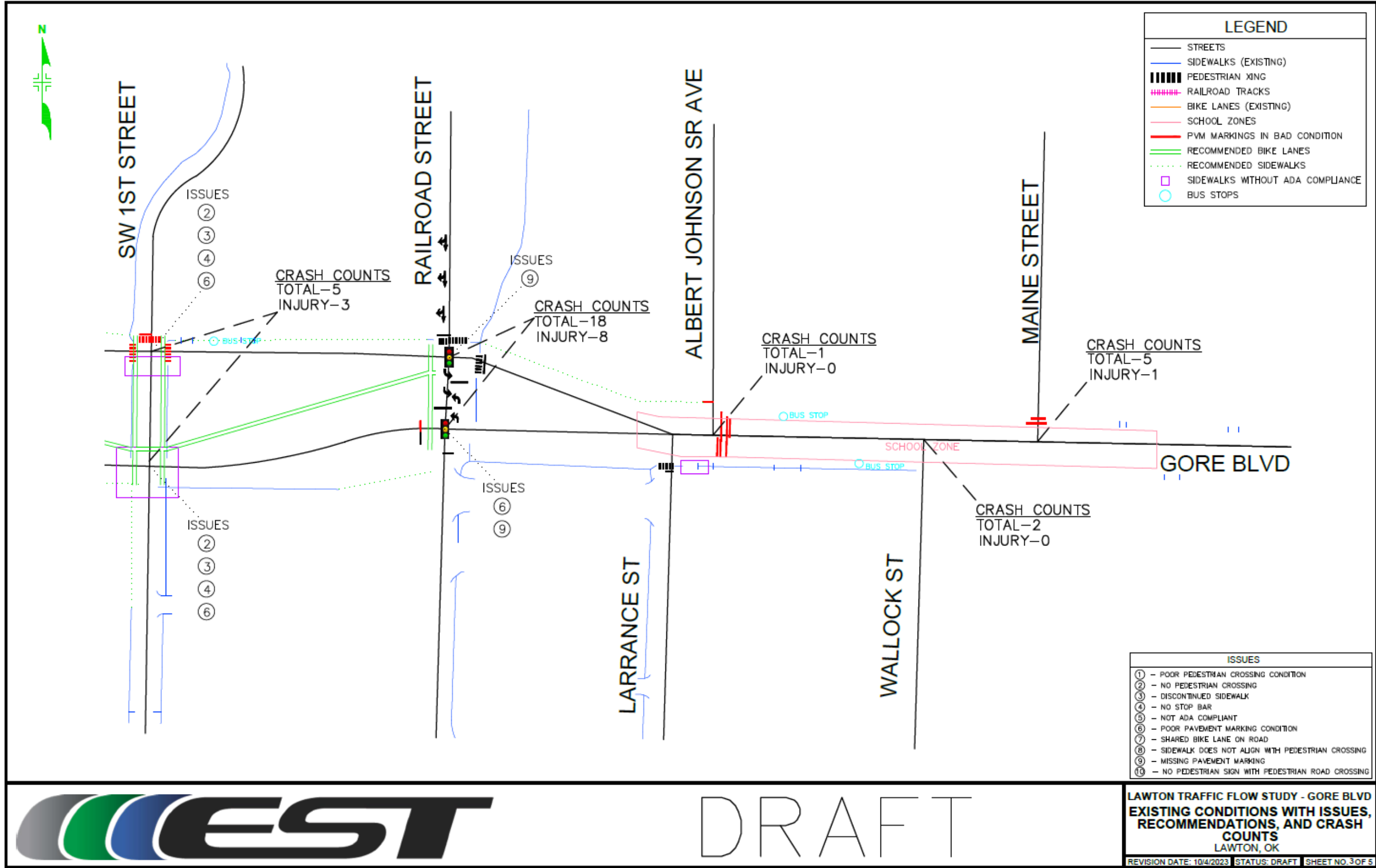


Figure 18 - Issues & Recommendations Along Corridor (page 3/5)

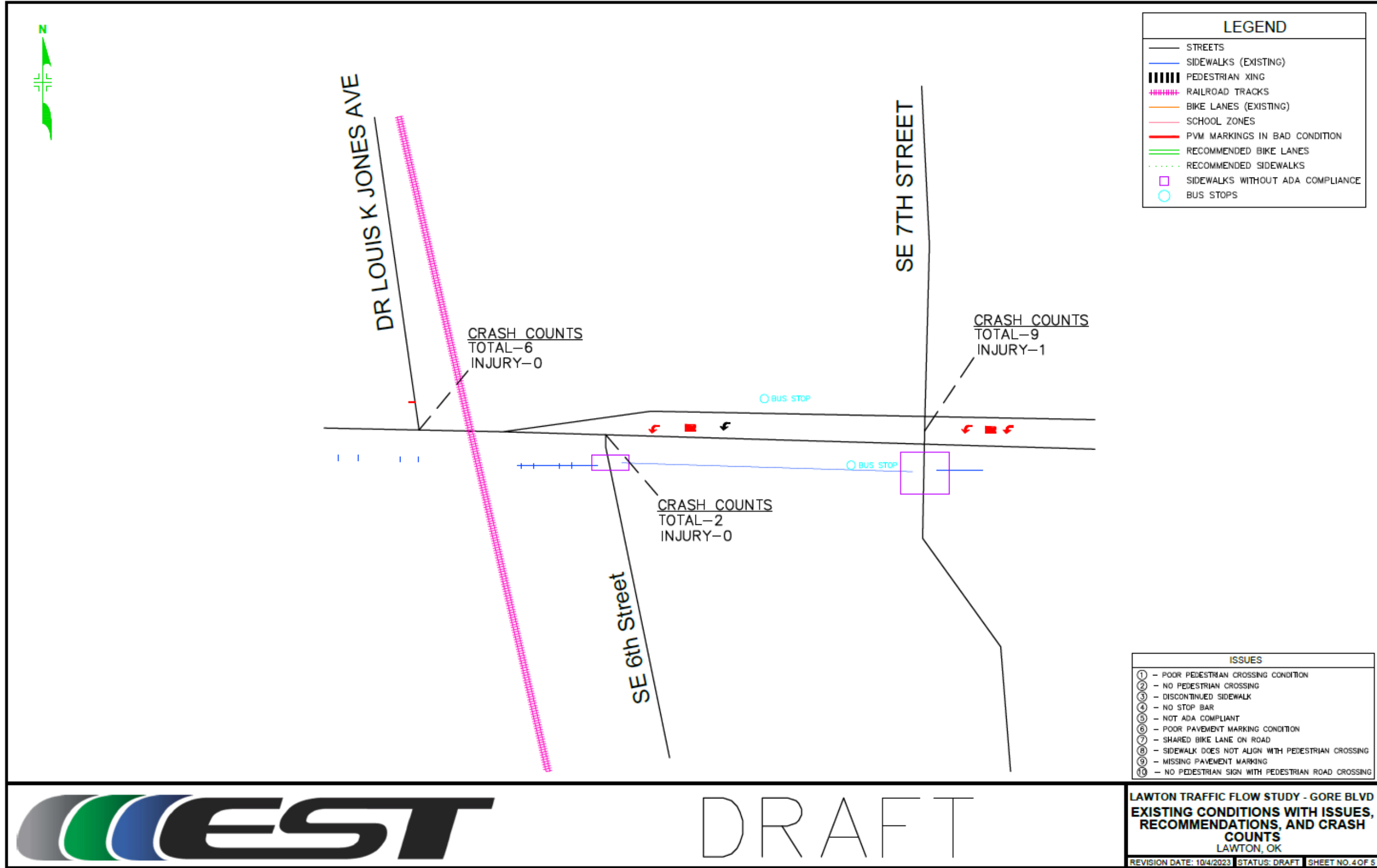


Figure 19 - Issues & Recommendations Along Corridor (page 4/5)



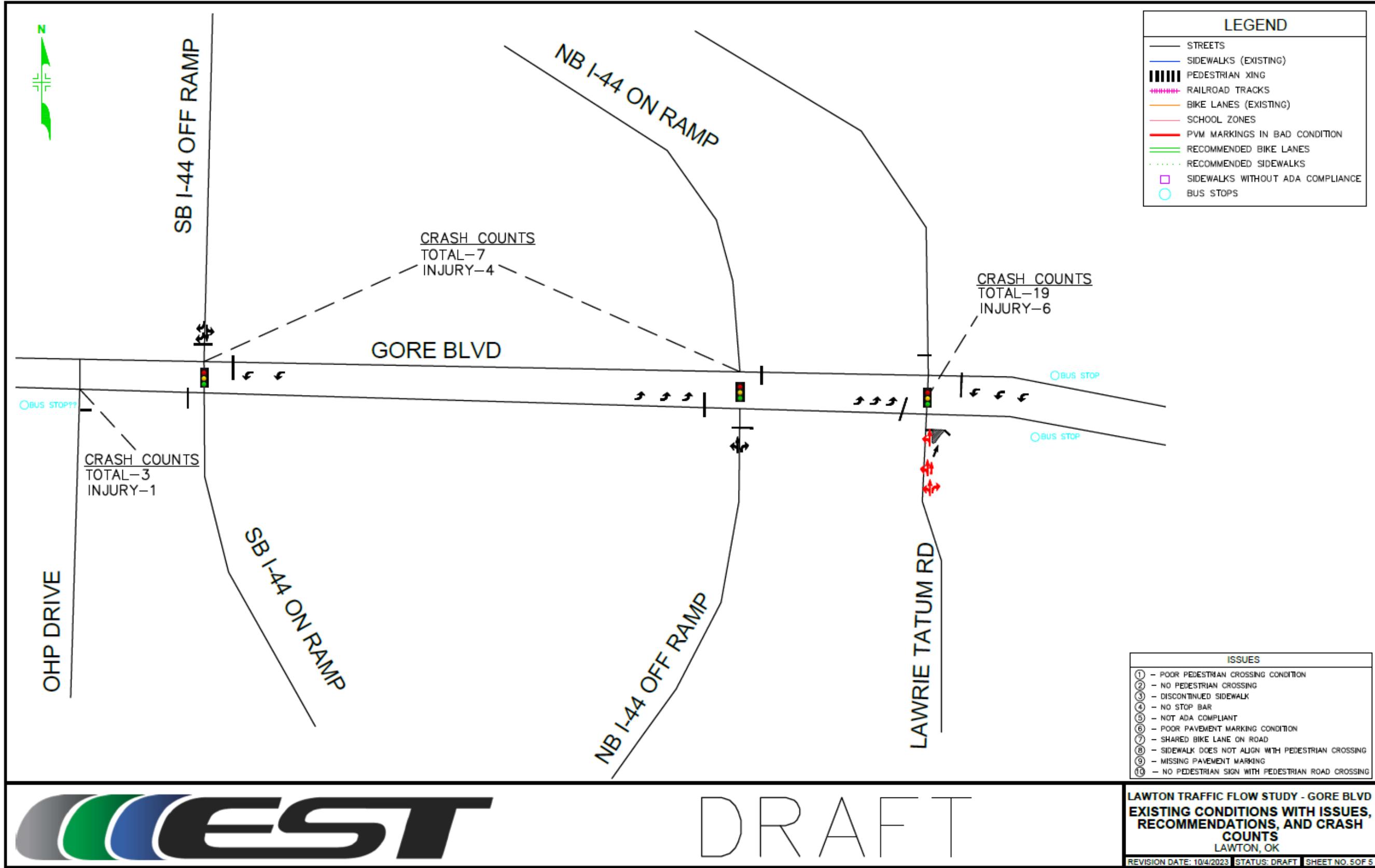


Figure 20 - Issues & Recommendations Along Corridor (page 5/5)

## 7 Access Management

A brief review of access frequency, spacing, and design was conducted. The following overall potential improvements were identified:

1. The construction of Auxiliary Lanes in both directions throughout the project corridor will substantially improve Safety, Mobility, and Capacity. This will accommodate turning movements (right in & right out) at all access points and intersections and provide an exclusive lane for bus stops and additional street parking.
2. Limited widening will accommodate turning movements (RI & RO) at selected feasible access locations (including intersections) and provide exclusive lanes for bus stops and additional street parking where space and roadway geometry would allow.
3. The damaged curb and gutters along the project corridor need to be repaired and reconstructed to eliminate all the unauthorized access locations.

See **Figure 21 through Figure 25** for access management recommendation locations on North Side Access points (NSA) and South Side Access points (SSA). If so decided, a comprehensive access review and analysis should be considered.

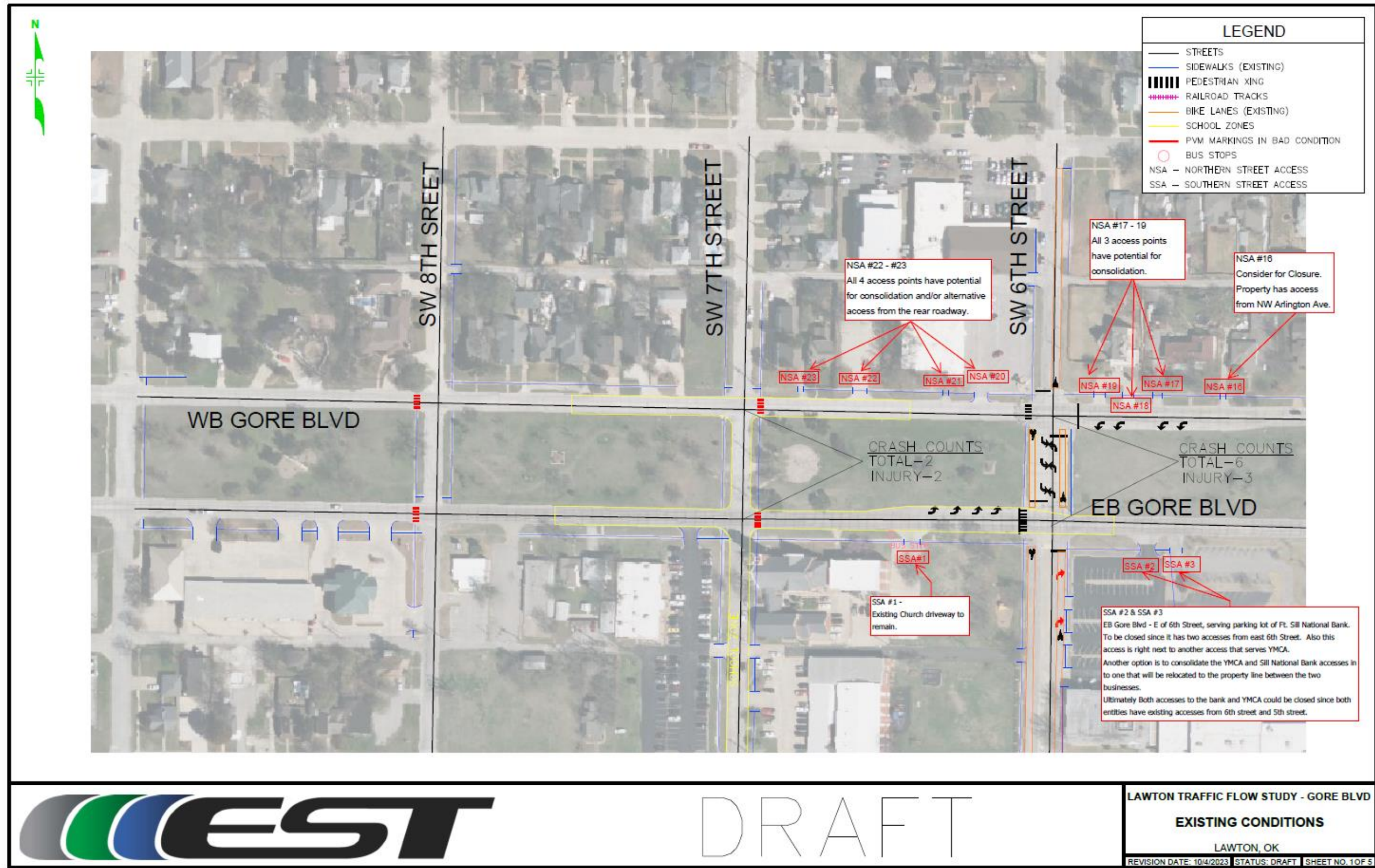


Figure 21 - Access Management Suggestions (page 1/5)

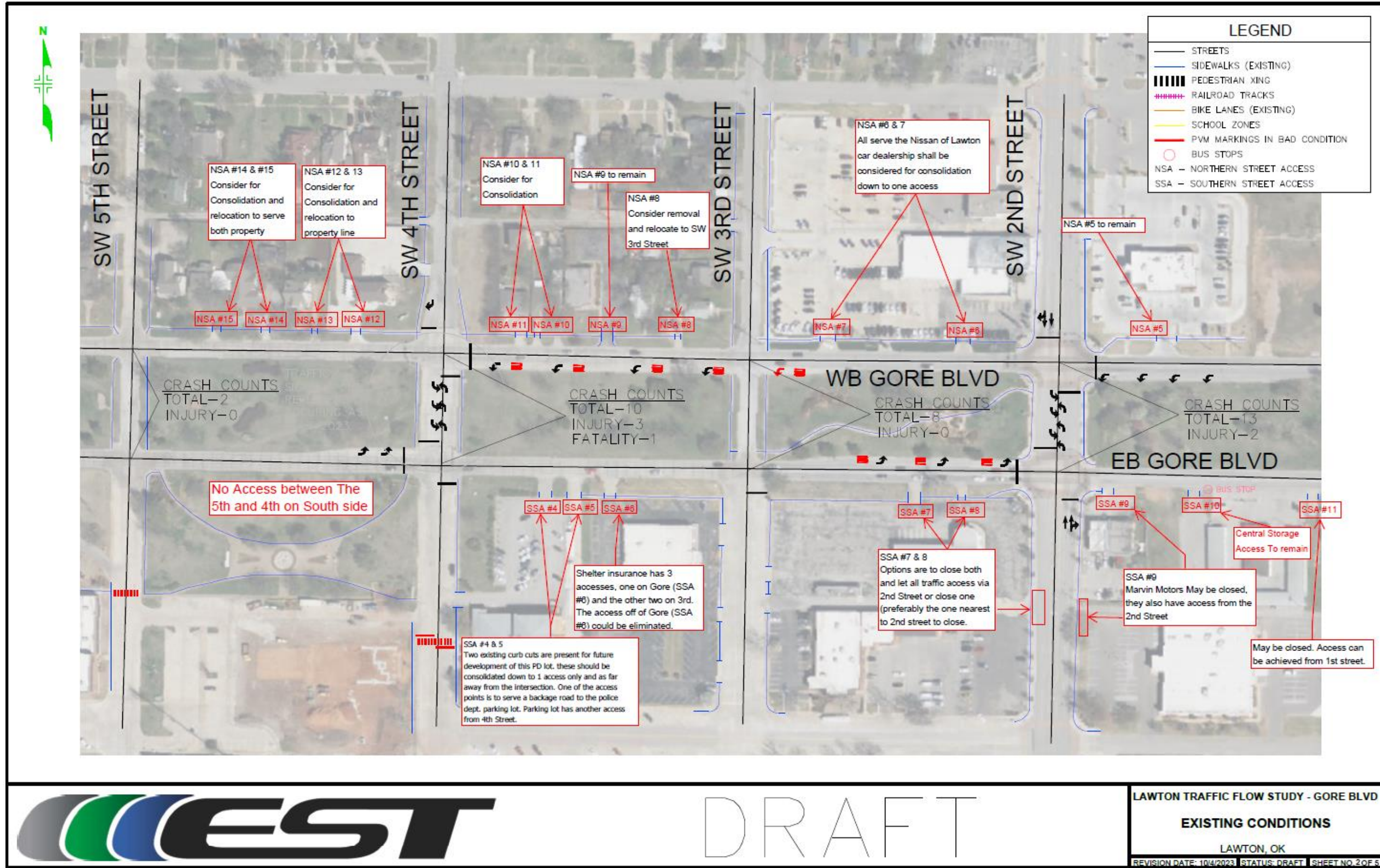


Figure 22 - Access Management Suggestions (page 2/5)

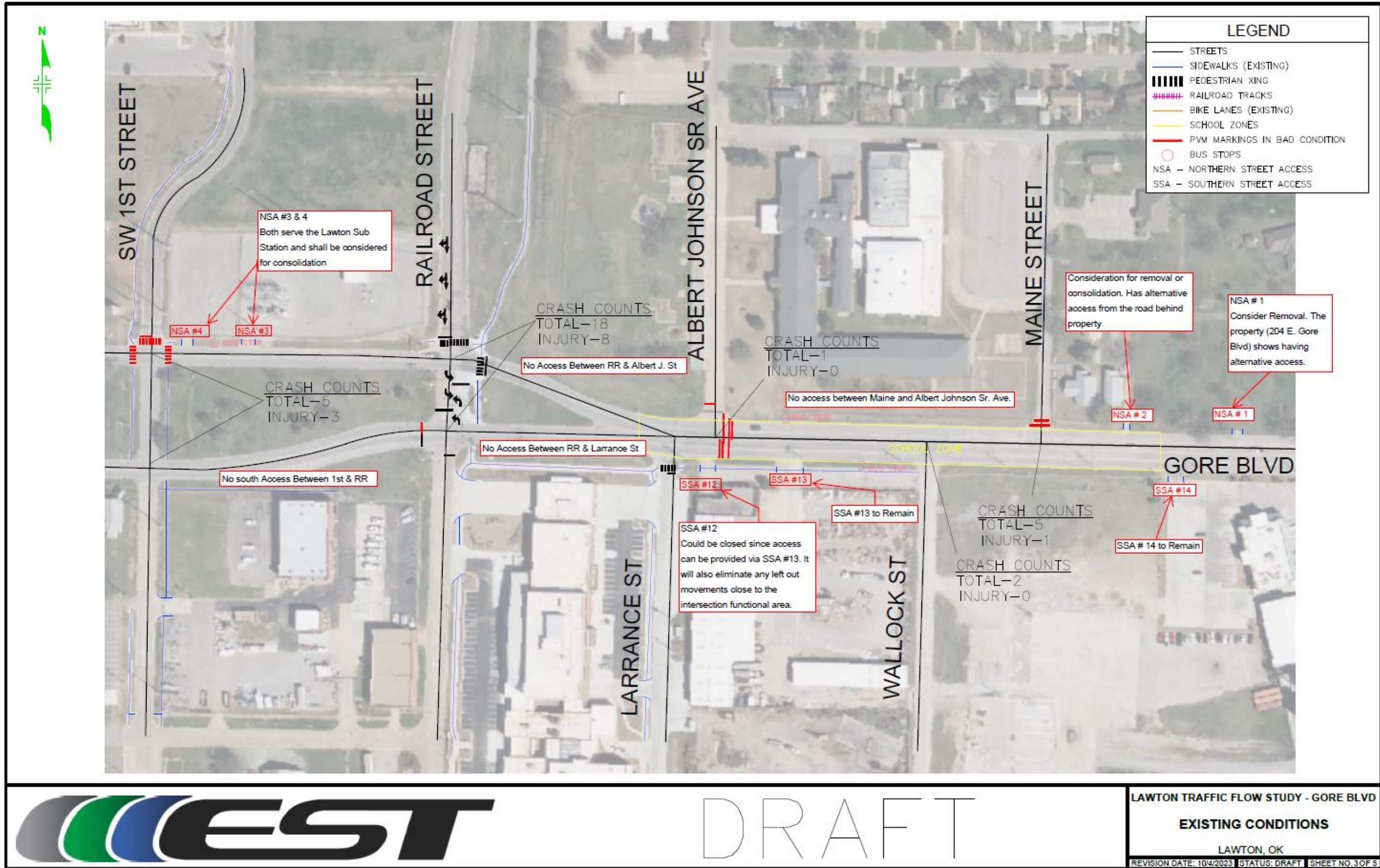


Figure 23 - Access Management Suggestions (page 3/5)

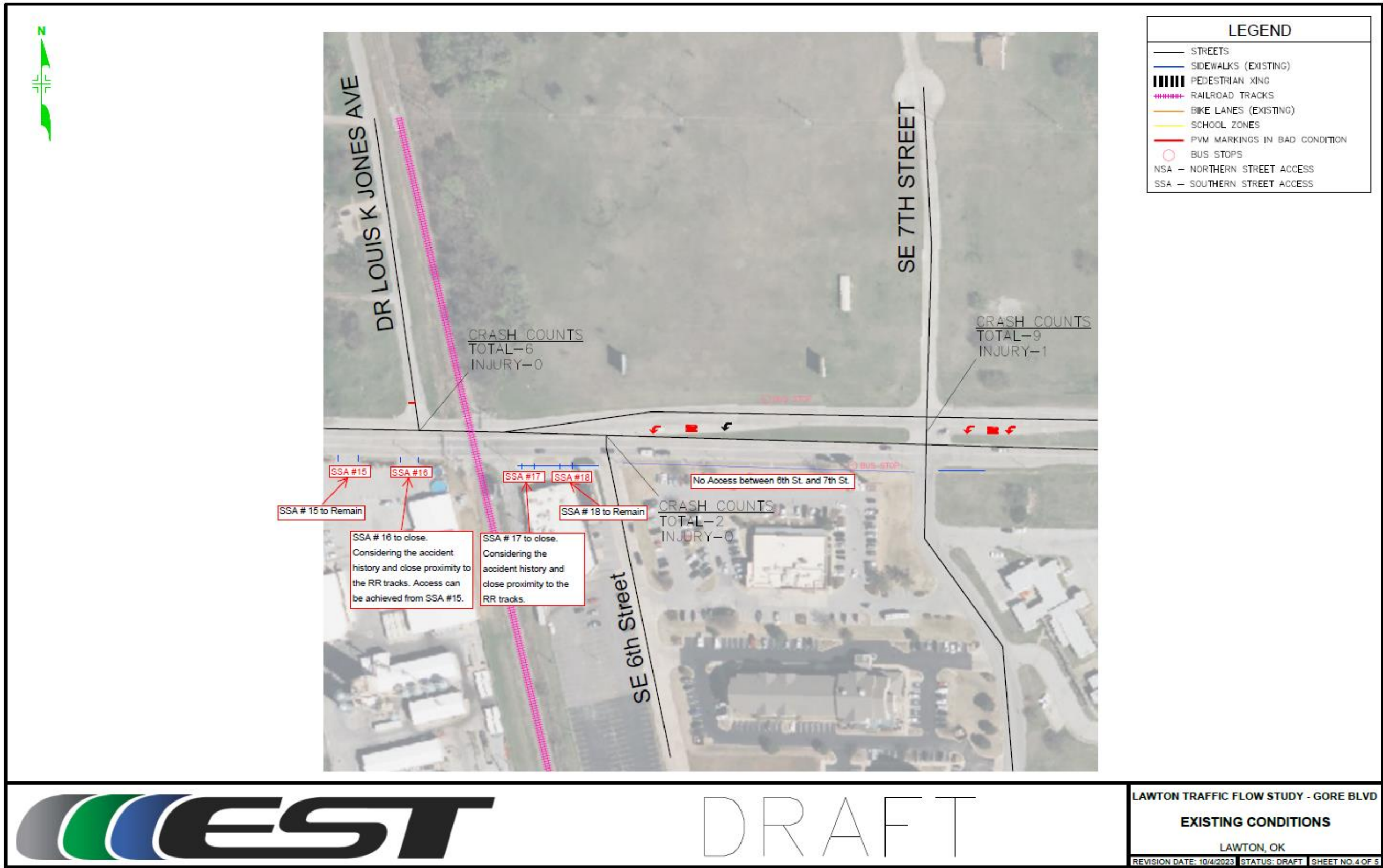


Figure 24 - Access Management Suggestions (page 4/5)



Figure 25 - Access Management Suggestions (page 5/5)

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## 7.1 Specific Location Access Management Recommendations

### 7.1.1 Closures

**SSA #2:** Access to the parking lot of Ft. Sill National Bank to be closed. It has two accesses from East 6<sup>th</sup> Street. Another option is to consolidate the YMCA and Sill National Bank access into one that will be relocated to the property line between the two businesses. Both Accesses may be removed since YMCA traffic can access it via 5<sup>th</sup> Street.

**SSA #6:** Shelter Insurance has 3 accesses: one on Gore Blvd (SSA #6) and the other two are on 3<sup>rd</sup> Street. This access off Gore could be closed.

**NSA #1 & NSA #2:** These are both serving properties with available alternative access from the back road. These access locations could be considered for removal or consolidation.

**NSA #8:** Consider removal and relocate to SW 3rd Street.

**NSA #16:** Consider removal and provide access from rear access.

### 7.1.2 Consolidation

**SSA #2 & SSA #3: Serving** parking lot of Ft. Sill National Bank may be consolidated to one access.

**SSA #4 & SSA #5:** Two existing curb cuts are present for future development of this Police Department lot. these should be consolidated down to 1 access only and as far away from the intersection. One of the access points (SSA #5) is to serve as a back road to the police dept. parking lot. The parking lot has another access from 4<sup>th</sup> Street.

**NSA #3 & NSA #4:** Both serve the Lawton Sub Station and shall be considered for consolidation.

**NSA #6 & NSA #7:** Both serve the Nissan of Lawton car dealership and should be considered for consolidation down to one.

**NSA #10 & NSA #11:** Should be considered for consolidation.

**NSA #12 & NSA #13:** Should be considered for consolidation and relocation to the shared property line (Shared Access).

**NSA #14 & NSA #15:** Should be considered for consolidation and relocation to the shared property line (Shared Access).

**NSA #17, #18, & #19:** All three access points shall be considered for consolidation and/or alternative rear access.

**NSA #20, #21, #22, & #23:** All four access points shall be considered for consolidation and/or alternative rear access.





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## 8 Cost Estimate

**Table 10** below presents cost estimates for the suggested enhancements, categorized by the type of improvement. Unit prices are based on recently historically completed projects and need to be verified at the time of design. The overall cost includes a 40% contingency allowance and additional expenses.

It is recommended that the city regularly maintains and refurbishes striping and signage across the corridor.



Table 10 – Cost Estimate for the Recommended Improvements

No	Items	Description	Measurement	Quantity	Unit	Unit Cost	Cost**	Total Cost**		
1	Signal Timing	Optimized Coordinated Signal Timing/Phasing Implementation								
2	Railroad and Gore Blvd	Adding 175ft of 12ft Left Turn Lane Pockets on Gore Blvd-WB&EB	Pavement and Subgrade @ \$125/SY X 12/9 = \$170/LF	350	LF	\$170	\$83,300	<b>\$83,300</b>		
3	Ped/Bike Facility	Adding/removal of existing shared Bike/Ped Facility in the Median from Railroad to 8th Street (including bike/ped crossing at the median intersections)	2965 LF longitudinal	3294	SY	\$100	\$461,222	<b>\$838,538</b>		
			1890 LF widening existing sidewalk along median crossing *	2100	SY		\$294,000			
			415 LF widening existing 6 ft sidewalk on the median from 2nd to 3rd St. *	461	SY		\$64,556			
			Removal of existing facility (1890 ft of 4ft sidewalk and 415 ft of 6ft sidewalk)	1117	SY	\$12	\$18,760			
		Constructing missing section of sidewalk and widening (including removal of) the existing (avg. 5ft) sidewalk to a width of 10 feet on the north and south sides of Gore Blvd to create a shared bike and pedestrian facility (Railroad to 8th street)	2395 LF Northside: longitudinal *	2661	SY	\$100	\$372,556	<b>\$1,381,840</b>		
			1205 LF Northside: missing sidewalk segment	1339	SY		\$187,444			
			1714 LF Southside: longitudinal *	1904	SY		\$266,622			
			1342 LF Southside: missing existing sidewalk	1491	SY		\$208,756			
			1890 LF widening existing sidewalk along median crossing *	2100	SY		\$294,000			
			Removal of existing facility ((2395+1714) ft of 5ft sidewalk and 1895 ft of 6ft sidewalk)	3123	SY		\$12		\$52,463	
		4	Intersection	ADA	Total of 8 crossing with 2 intersection at each crossing on Gore Blvd	64	Each	\$15,000	\$1,344,000	<b>\$1,689,174</b>
				Crosswalk***	8 Intersections	1088	SF	\$14	\$21,569	
Stop Bar ***	8 Intersections			328	SF	\$14	\$6,502			
Sign Panel (No Ped X-ing / USE CROSSWALK	8 Intersections			120	SF	\$30	\$4,961			
Sign Panel Post (No Ped X-ing / USE CROSSWALK	8 Intersections			272	LF	\$28	\$10,841			
Sign Panel (Ped Xing Symbol)	8 Intersections			288	SF	\$32	\$13,027			
Sign Panel Post (For Ped Xing Symbol Sins)	8 Intersections			352	LF	\$28	\$14,030			
Pedestrian signal heads/Push buttons at signalized intersections	Push button pole			48	Each	\$2,485	\$166,992			
	Push button sign & push button			48	Each	\$775	\$52,080			
	Ped traffic signal heads			48	Each	\$821	\$55,171			

\* Assumes removing and replacing sidewalk if less than 10 ft wide

\*\* Including 40% other cost and contingency

\*\*\* Quantity and cost are based on durable (plastic) pavement marking

Note1: Intersection and ped/bike improvements are not included in this table for the section East of the Railroad to the east of NE Lawrie Tatum Road.

Note 2: This cost estimate does not include potential access improvement.

Note 3: installation or refurbishing pavement markings other than the items noted above are not included in the cost estimate.



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## List Of Appendixes

Appendix A: Memo #2: Traffic Data Development and Design Traffic Data

Appendix B: Detailed analysis of individual intersections and Synchro Reports

Appendix C: Detailed analysis of corridor and SimTraffic Reports



**LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider approving the Transit Master Plan for Lawton and if needed receive a presentation from HTG of the recent changes to the Plan after public comments over the last month.

**INITIATOR:** HTG

**STAFF INFORMATION SOURCE:** Ryan Landers, LATS General Manager

**BACKGROUND:** In April of 2021 Hendrickson Transportation Group began working on the Transit Master Plan for the LMPO. Part of the Transit Master Plan process is to propose specific route and service changes. In July of 2021 two (2) public meetings were held, along with public surveys to determine what the public wants and needs for their public transit system. The results of those meetings along with demographic research will be shown to the public to gain more comments. Two additional public input meetings were held on March 11<sup>th</sup> and 12<sup>th</sup> to present the results from the 2 previous meetings and survey results from the public as well as the entire Transit Master Plan results.

This plan was presented to the Transportation Technical Committee on March 5<sup>th</sup> 2024, and to the Transit Trust for public comments on March 12<sup>th</sup> 2024. As of March 25<sup>th</sup> 2024, there were no changes to the plan.

**EXHIBITS:** Draft Master Plan

**KEY ISSUES:** N/A

**FUNDING SOURCE:** 80% 5303 Funds; 20% Local Match

**RECOMMENDED ACTION:** Approve the Transit Master Plan for Lawton and if needed receive a presentation from HTG of the recent changes to the Plan after public comments over the last month.





# **TRANSIT MASTER PLAN**

**Draft Report**



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## Executive Summary

### Introduction

The Lawton Metropolitan Planning Organization (LMPO) requested a transit master plan be developed for current and future needs of public transportation services in and around the Lawton community. The purpose of the transit master plan is to address improvements for the Lawton Area Transit System (LATS) for the enhancement of public transportation provided to the City of Lawton residents. The master plan provides a guiding foundation for the City of Lawton and LATS to implement transit service improvements over the next five years. This is the first transit master plan for the Lawton Area Transit System and was developed with public input from stakeholders, the community and coordination with transit agency staff and City officials.

### Key Purpose

- ▶ Informs City decision-makers of the most effective way to address public transportation needs while leveraging available funding to increase ridership and improve service reliability.
- ▶ Identifies a preferred concept for the Transfer center, Operations Facility, and Maintenance Facility located in the downtown area.
- ▶ Provide guidance for how the City of Lawton should enhance its public transportation program to best support growth and economic development.
- ▶ Serves as an educational tool to inform City officials as well as residents about future public transportation needs and projects that address those needs.

### Background

The Lawton Metropolitan Planning Organization (LMPO) is the designated transportation planning agency for the Lawton urbanized area. Part of the LMPO's responsibility is to provide planning for public transportation services operated by the Lawton Area Transit System (LATS). The LMPO contracted with Hendrickson Transportation Group to develop a transit master plan for addressing improvements to the public transportation system known as the Lawton Area Transit System. The master plan is also to be used as a tool to guide development in and around the City of Lawton and provide strategies for achieving a safe and efficient multi-modal transit system.

A major component of the scope of work for the transit master plan was to provide a preferred concept for a Downtown Transfer Center, Operations & Maintenance Facility. The City of Lawton has been evaluating facility locations for the past seven years. In September 2023, the City Transit Trust approved the City owned property just south of the current police station and north of the Creamery for the preferred location of the new Downtown Transfer Center, Operations & Maintenance Facility. The professional engineering and architectural design of the multimodal transfer center, operations and maintenance facility is currently underway and being conducted by Wendel WD Architecture.

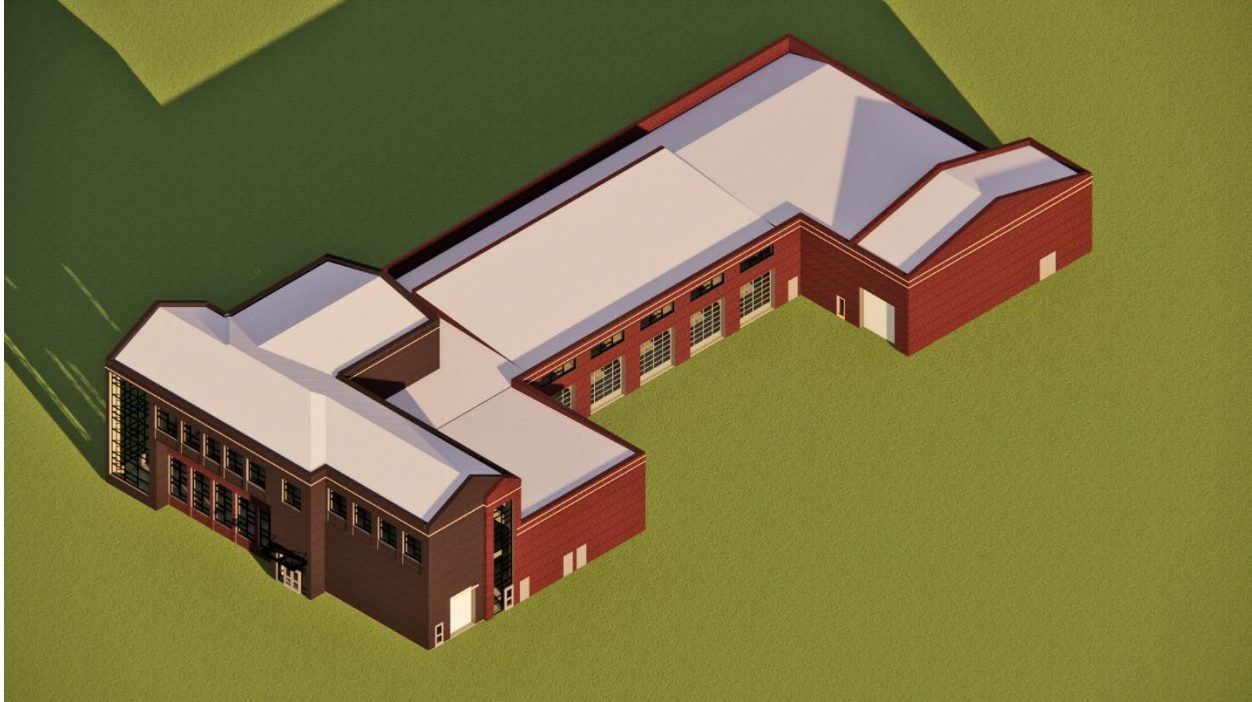
The preferred location and layout configuration would allow up to nine fixed route boarding locations, designated area for paratransit vehicles, one intercity bus boarding location, five maintenance bays,

indoor transfer center, operations and maintenance facility and a secure bus yard for all transit vehicles. The complete facility construction is estimated to be approximately 30,000 square feet. The entire site is approximately 3.25 acres. Conceptual layouts for this site and facility are shown in Figures 1 and 2.

**Approved Downtown Transfer Center, Operations & Maintenance Facility Location**



Figure 1 - Aerial image of the preferred conceptual facility layout.



The total estimated range of capital cost for this type of facility at this level of conceptual planning is between \$11,250,000.00 - \$23,250,000.00. This cost will be further refined as more detailed planning and design are completed. Also, please note that costs are contingent upon the quality and level of finishings, construction methods and any additional infrastructure needs such as drainage infrastructure.

The Transit Master Plan aligns with previous plans and studies indicating a need for a new transfer center, operations and maintenance facility at single location. New facilities will provide employees and customers with dedicated and secure amenities, a provision that has been lacking throughout the two-decade existence of transit service in the City of Lawton. The current transfer center, located at SW B Avenue between SW 4th and 5th Streets, merely consists of one bus shelter without restroom facilities. Restroom access is contingent upon the availability of the Lawton Public Library, a resource unavailable on Saturdays during regular bus service hours. This location is undersized and does not provide an optimal layout for the safe and efficient transferring of passengers between routes. The current transfer center offers limited passenger amenities and the site limits future expansion of the transit system due to its size and configuration. Additionally, the absence of adequate facilities leaves customers and employees exposed to the harsh elements of inclement weather and extreme heat, particularly during the months of July and August. The new facility will be designed with a forward-thinking approach, taking into consideration the anticipated growth of operations, type of future bus procurements, vehicle

*Figure 2 - Preferred Concept of the Transfer Center, Operations and Maintenance Facility*

maintenance requirements, and the need for an adaptable infrastructure that can support the evolving landscape of public transportation.

## **Plan Overview**

The master plan was initiated to assist the decision-making of City officials and transit staff so that resources may be allocated in the most efficient and effective manner in delivering transit services. The objectives for this project included:

- Review of past planning efforts and studies
- Assessment of current transit services and facilities
- Review of demographic indicators
- Public engagement
- Data collection
- Recommendations of future transit service and facility improvements

## **Public Involvement**

Outreach activities consisted of virtual and in-person public meetings, stakeholder discussions, online surveys, social media, press releases and media coverage. Plan recommendations were presented with the draft plan at community meetings.

A community survey was posted on the Lawton Area Transit Website in June 2020. The online survey was available on the LATS website in both English and Spanish. The overall consensus from the surveys was the need for additional passenger amenities including a downtown transfer center, extended service hours and expansion of additional services mainly to the industrial park.

## **Plan Recommendations**

### **Preferred Concept - Transfer Center, Operations and Maintenance Facility**

### **Realign Fixed Route Network**

### **Implement Vehicle Replacement Schedule**

### **Expand Service to the Industrial Park and Fort Sill**

### **Pursue Available Funding Opportunities**

## System Overview

LATS is the public transportation system serving the City of Lawton, Oklahoma. LATS has been serving the residents of Lawton for over eighteen (18) years providing fixed route and paratransit service during those years. LATS is not a department of the City of Lawton but is governed by the City Transit Trust, a body composed of the elected council members for Lawton. The City Transit Trust owns all assets pertaining to public transportation in the City of Lawton. The funding for LATS consists of fare revenue, local funds, advertising revenue, charter revenue, federal funds (section 5307 primarily) and Oklahoma State funding.



LATS normally operates a fixed route bus system and Americans with Disabilities Act (ADA) Paratransit service six (6) days a week, being closed on Sundays and major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas). LATS operates five (5) fixed routes and paratransit service from 6:00am to 7:00 pm on Monday – Friday and from 9:00 am to 6:00 pm on Saturday. The fixed route buses move in clockwise and counterclockwise direction along with the routes with a fifteen-minute separation between the directions of movement. LATS makes flag stops for passengers along the fixed routes. Bus passes, transfers, or correct fares are collected in the fare box. The system provides service to Ft. Sill, major shopping areas, grocers, medical facilities, Cameron University, Great Plains Technology Center, and a number of Lawton Public Schools—including all middle and high schools. Secondary school students and faculty are able to ride for free

with their school ID through a contract between LATS and Lawton Public Schools. Due to the 2020 Pandemic, LATS had to reduce its normal fixed route service to abide by the social distancing rules set by the City. LATS discontinued Saturday service in December 2020 due to lack of bus operators. This service went back into operation in June 2021. The City of Lawton did not have to provide a local match from April 2020 through June 2022 because of the Coronavirus Aid, Relief, and Economic Act (CARES Act) and the American Rescue Places, which provided 100% Federal match for all operational and capital expenses.

LATS has an operations facility located at 609 SW Bishop Road and maintenance facility located at 611 SW Bishop Road. The current downtown transfer center consists of one bus shelter. All fixed routes run through the downtown transfer center which is located on the north side of the 400 Block of SW B Avenue. The revenue fleet consists of thirteen fixed-route buses and eight paratransit vehicles. All revenue vehicles are ADA accessible.

As noted, LATS operates a complimentary paratransit service for persons eligible under the Americans with Disabilities Act (ADA) provisions. This service operates on an advance scheduling basis and is available anywhere that the fixed route bus system travels, including a distance of three-fourths of a mile on each side of the fixed routes. The paratransit service operates during the same hours as the fixed route service. The one-way fare for the ADA complimentary service is \$3.00.

## Current Funding Structure

The City of Lawton is the designated recipient of FTA funds for LATS. Being the designated recipient, the City of Lawton is the public body with the legal authority to receive and dispense Federal funds and currently is the direct recipient of 5307 and 5339 funds.

The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance and for transportation related planning in urbanized areas. An urbanized area is a Census-designated area with a population of 50,000 or more as determined by the U.S. Department of Commerce, Bureau of the Census. Funding is apportioned on the basis of legislative formulas. For areas of 50,000 to 199,999 in population, the formula is based on population and population density. For areas with populations of 200,000 and more, the formula is based on a combination of bus revenue vehicle miles, bus passenger miles, fixed guideway revenue vehicle miles, and fixed guideway route miles as well as population and population density.

Eligible 5307 activities include planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement of buses, overhaul of buses, rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in new and existing fixed guideway systems including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware and software. All preventive maintenance and some Americans with Disabilities Act complementary paratransit service costs are considered capital costs. For urbanized areas with populations less than 200,000, operating assistance is an eligible expense.

The Grants for Buses and Bus Facilities Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program, the Low or No-Emission Vehicle Program, provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles. Eligible Recipients include designated recipients that operate fixed route bus service or that allocate funding to fixed route bus operators; and State or local governmental entities that operate fixed route bus service that are eligible to receive direct grants under 5307 and 5311.

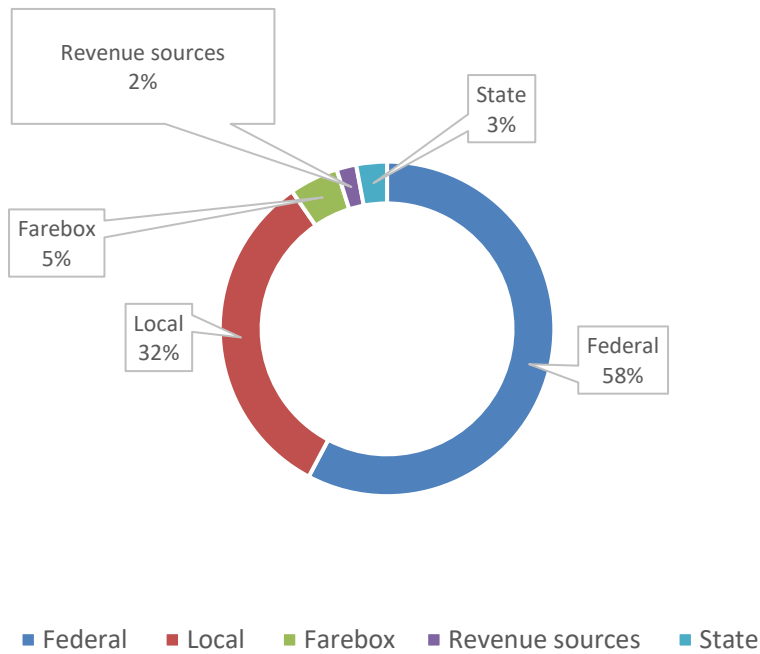
Eligible 5339 activities include capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

In order for the City of Lawton to apply and use grants they must provide a local match. This match is either a 50% (federal) & 50% (local) match for any operational expenses or 80% (federal) & 20% (local) match for any capital expenditures. Other revenues include farebox revenue, Lawton Public Schools revenue, and advertising revenue which reduces the local match by the amount collected. The City of Lawton also receives funds from the State of Oklahoma through its state revolving fund. The Oklahoma Public Transit Fund is based on the revenue miles and hours on the transit system during the previous fiscal year.

### Project FY 2023-2024 Cost Allocation Plan

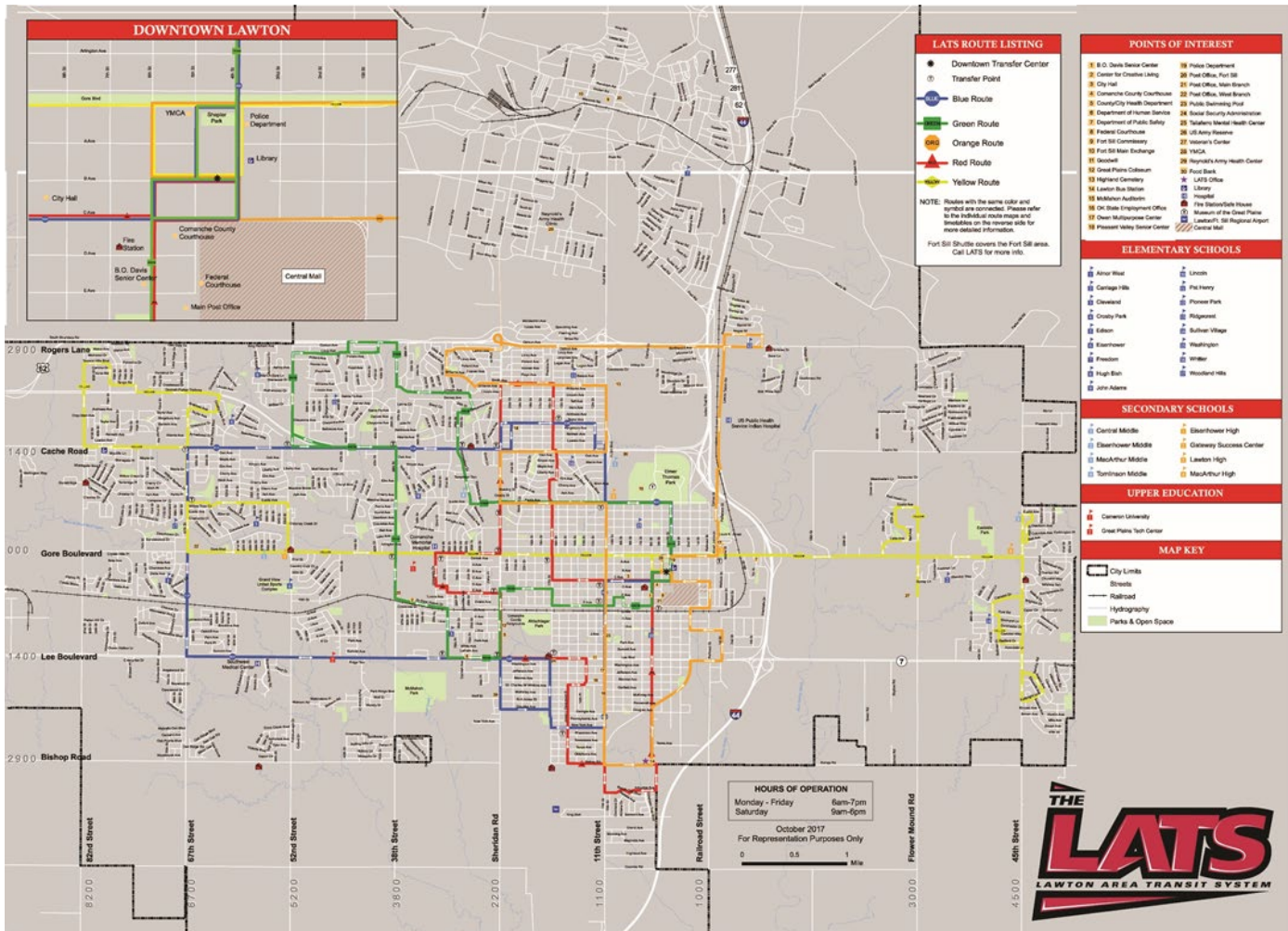
2023-2024	FTA	Local	Farebox	Other Local Income	SRF Support	Total
Capital	\$34,400.00	\$8,600.00				\$43,000.00
Capital ADA	\$120,000.00	\$30,000.00				\$150,000.00
Capital Preventative Maintenance	\$549,152.00	\$137,288.00				\$686,440.00
Capital Lease	\$57,600.00	\$14,400.00				\$72,000.00
Operating	\$1,363,823.92	\$1,009,711.92		\$70,000.00	\$109,112.00	\$2,727,647.83
Sub-Total	\$2,124,975.92	\$1,199,999.92	\$175,000.00	\$70,000.00	\$109,112.00	\$3,679,087.83
Total	\$2,124,975.92	\$1,199,999.92	\$175,000.00	\$70,000.00	\$109,112.00	\$3,679,087.83

### Annual Budget is between \$3.5 & 3.6 Million





## Existing Fixed Route System Map



The current fare structure for the fixed-route system is the indicated on the following table:

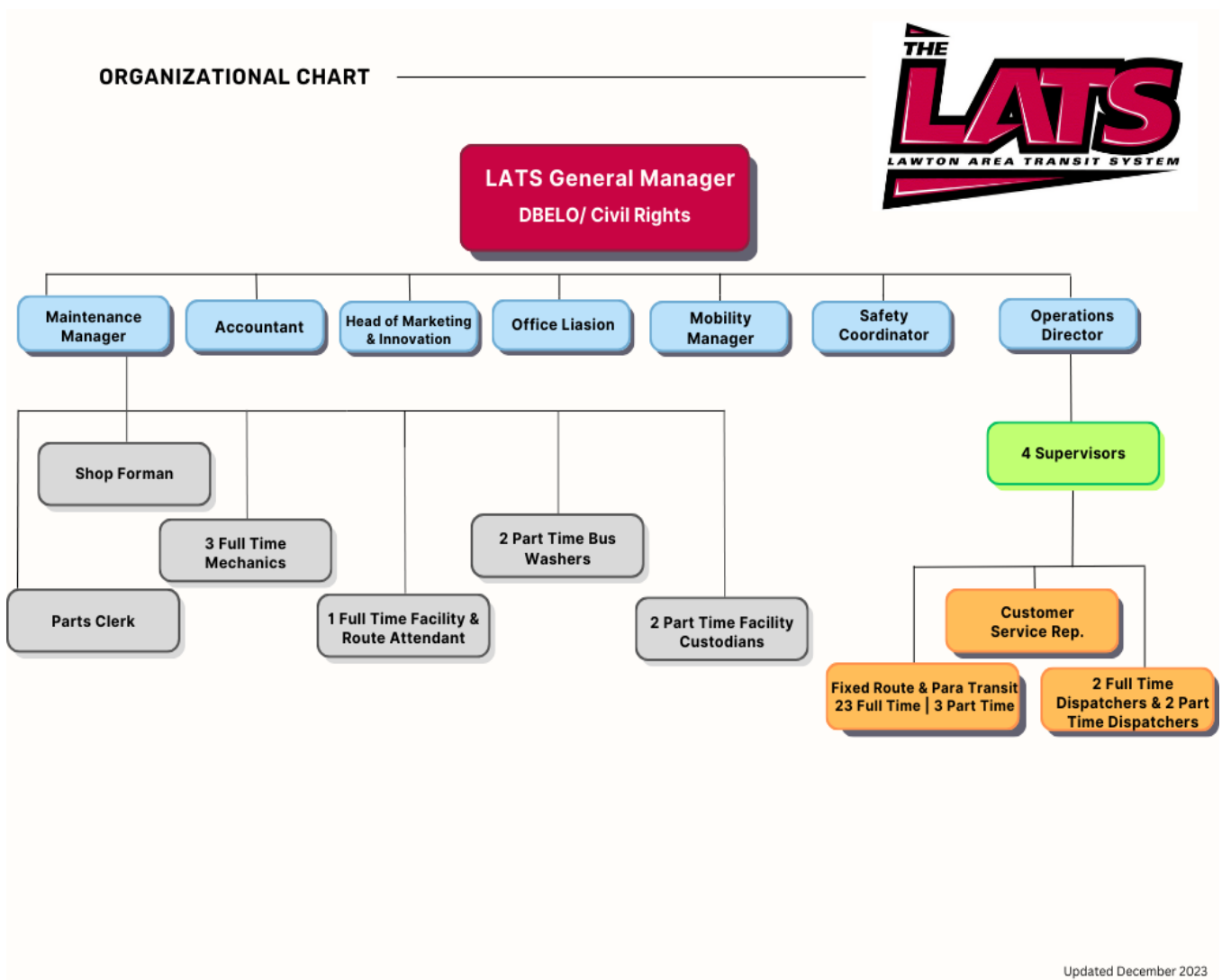
FARES	
Adults 18 and older	\$1.50
Children ages 6-17	\$1.00
Children 5 and under	FREE
Medicare recipients	\$0.75
Seniors (age 62 and older)	\$0.75
Persons with disability	\$0.75
Air Alert Fare	Half off regular price
LPS Students & Staff	FREE

PASSES	
Adult 10-ride pass	\$11.00
10-ride punch pass	\$6.75
31-Day monthly pass	\$44.00

## Governance and Organization

As stated before, LATS is not a department of the City of Lawton but is governed by the City Transit Trust. The Trust oversees the operation of public transportation systems and facilities for the comfort and accommodation within the city limits of Lawton. The Trust is comprised of eight city council members and meets on a special-called basis only.

LATS has designated the General Manager as the staff person responsible for Title VI, Disadvantaged Business Enterprise Liaison Officer (DBELO) and Equal Employment Opportunity (EEO) Officer. The General Manager reports to the Transit Trust's Liaison Officer and the City Transit Trust. LATS has fewer than 50 employees and does not submit a written EEO Program Plan to FTA.



## **Past Planning Efforts and Studies**

The need for improving bus service and the overall transit system in Lawton is documented in several local plans and previous studies.

### **2045 Metropolitan Transportation Plan (MTP)**

The Lawton Metropolitan Planning Organization Policy Board adopted the 2045 MTP in December of 2019. The MTP is a long-range vision for the Lawton Metropolitan Area Transportation Study (LMATS) area focusing on anticipated transportation needs based on demographic and economic forecasting. The MTP includes goals, objectives, and analyses of area trends and planned improvement projects throughout the study area as well as a study of roadway, bicycle, pedestrian, and transit improvements to be incorporated within the study area. Projects identified in the MTP must be financially feasible; therefore, the MTP includes implementation cost estimates and resources. For federal funding eligibility, a transportation project must be included in the MTP.

The MTP outlines proposed service guidelines in the following areas for LATS: route expansion or new transit services, on-time performance, route directness, route structure, policy headways, service spans, and marketing. The plan also acknowledges the current Downtown Transfer Center no longer adequately meets the needs of the ridership and drivers. The LMPO hired Guernsey & Associates in 2017 to study locations near downtown Lawton and develop a design concept for a multi-modal transfer center. The proposed design concept included a ticket counter, public restrooms, vending machines, waiting area, and drivers' area. The buses would enter the site so that passengers could load/unload in a safer environment than currently exists.

### **Transportation Improvement Program**

The Transportation Improvement Program (TIP) is a cooperatively developed four-year program outlining roadway, bicycle, pedestrian, and transit improvements within the Lawton Metropolitan Area Transportation Study (LMATS) area.

The TIP is developed in accordance with Federal law that requires all metropolitan planning organizations (MPOs) to prepare a TIP for their designated study area. The Infrastructure Investment and Jobs Act (IIJA) is the most recent transportation bill and builds upon the previous transportation acts establishing federal transportation policy and funding authorizations.

Capital and non-capital projects funded by the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) are required to be listed in the TIP to be eligible for obligation of federal funds. The TIP will include descriptions (type of work, termini, length, etc.) of each project, the estimated total cost of the project, the amount of Federal funds proposed to be obligated during each program year, and identification of the agencies responsible for the project. Each project must be consistent with the 2045 Metropolitan Transportation Plan.

### **Lawton Industrial Park Transit Feasibility Study**

The feasibility study was initially prepared in 2012 to evaluate the possibilities of connecting the West Lawton Industrial Park via LATS service. A Flexible Fixed Route with a complementary carpool program was the preferred alternative that was recommended. This study found, that the service itself could be feasible with an investment from the City of Lawton and the companies in the Park. This unfortunately could not be worked out and the original plan fell through. However, in 2019, renewed and heightened

interest from the companies located in the industrial park has reinvigorated this issue. With additional financial support, the viability of a transit-centric solution as a mechanism for getting people to and from the industries of west Lawton is facing a possible shift into actualization.

### **Lawton Area Transit Service Bus Route Study**

The LMPO contracted with LSC Transportation Consultants, Inc. in 2015 to provide transit planning services to analyze the existing LATS transit service, identify and recommend improvements that should be made to the existing service, and plan future improvements to meet changing needs. The study was completed in 2017 with a recommended service plan including 10 fixed routes with designated stops, operating Monday through Friday from approximately 6:00 a.m. to 7:00 p.m., and Saturday from approximately 9:00 a.m. to 9:00 p.m. The recommended plan also included a new downtown transfer center located at SW 4th Street and Gore Boulevard, but the plan did not include any connecting service to the industrial park. The new routes were going to go into effect once the new transfer center and northern hub were built.

### **C.H. Guernsey & Company Conceptual Design and Construction Plans**

On March 14, 2017, the Transit Trust authorized staff to advertise a Request for Qualifications (RFQ) to hire a consultant to prepare the conceptual design and construction plans for a multi-modal transportation transfer center and transit hub facilities for the Lawton Area Transit System (LATS). C.H. Guernsey & Company was selected and completed a preliminary design report detailing the construction for a downtown transit hub and a smaller bus transit hub on the northwest region of the city for the Lawton Area Transit System. The City selected the original location of the Lawton Police Department as the downtown transit hub site as well as the north side of Wayne Gilley Park off NW Cheyenne Ave. as the NW transit hub site and requested conceptual site plans with alternative options for both locations. This report is supplemented by the drawings of the Downtown Transit Hub and NW Transit Hub for the City of Lawton. It outlines the descriptions and decisions that went into the analysis of the existing sites and the design for two site layout options on the Downtown Hub as well as the two site layout options on the NW Stop.

### **Lawton Area Transit System CNG Assessment & Feasibility Study**

Lawton Transit Management, Inc (LMTI), operator of Lawton Area Transit System (LATS), evaluated transitioning its bus fleet from diesel to compressed natural gas (CNG). The study considered costs, fuel options, and facility modifications. With a fleet due for replacement, CNG buses showed a \$51,000 premium but potential fuel savings. Maintenance costs, fueling options, and facility modifications were analyzed. Economic assessments factored in potential grants and rebates, resulting in positive net Total Cost of Ownership (TCO) for all scenarios. The study recommends CNG transition, citing operational parity, a nearby CNG station, lower emissions, and stable domestic gas prices, contingent on securing partial supplemental funding.

### **Lawton Zero-Emission Fleet Transition Plan**

LATS aims to transition its current diesel-powered fleet to zero-emission vehicles (ZEVs) to improve air quality and modernize its services in Lawton and Fort Sill. LATS plans to use battery electric buses (BEBs) and battery electric vehicles (BEVs) for fixed-route and demand response services. The phased transition includes acquiring demand response vans in Phase 1, deploying BEBs for fixed routes and chargers in Phase 2, and achieving a fully electrified fleet by 2031 in Phase 3. LATS is addressing the limited range of BEBs through on-route charger installations. The plan outlines anticipated capital costs for each phase, with the ultimate goal of supporting environmental sustainability and meeting future transit needs.

**Wendel WD Architecture - Professional Engineering/ Architecture of Multimodal Transfer Center with an Operations and Maintenance Facility**

On March 14, 2023, the City Transit Trust authorized the release of an RFQ for Professional Engineering/ Architecture of Multimodal Transfer Center with an Operations and Maintenance Facility. Wendel WD Architecture was the selected consultant to provide typical engineering/architectural services for the duration of the project from the concept phase to final completion of construction. The preliminary design report for the property on Railroad Street included an evaluation of the proposed Transfer Center with Operations and Maintenance facilities/structures as defined, among other items, in terms of anticipated public areas and required workspaces for employees, off-site infrastructure improvements such as water, sewer, streets, drainage, utilities etc. and a proposed cost estimate for the project.

Project Schedule:

<u>Task</u>	<u>Start Date</u>	<u>End Date</u>
Task 1 – NEPA	September 2023	November 2023
Task 2 – Survey and Geotechnical	September 2023	October 2023
Task 3 – 30% Design	September 2023	March 2024
Task 4 – Grant Assistance	March 2024	April 2024

## Existing Conditions

### Facilities and Amenities

#### Operations and Maintenance Facilities

Initially when LATS first began providing service the administration, operations and maintenance were all housed in the same facility located at 611 SW Bishop Road. In 2009, a new operations facility was constructed adjacent to the maintenance facility that includes offices for dispatchers, administration, and training. The facilities are located near the City of Lawton’s Public Works Department which is where all vehicles are fueled daily. LATS leases the operations and maintenance facilities and has no direct responsibility for any major repairs. Most major repairs for both facilities are handled by the building’s owner. The current lease is until December 31, 2028, with 2 five-year options.



Operations Facility



Maintenance Facility



### Downtown Transfer Center

The Downtown Transfer Center is located along SW B Avenue between SW 4th and 5th Streets next to the City of Lawton’s Town Hall. The Transfer Center is ADA accessible and consists of one bus shelter with a covered seating area, general bus stop signage, one trash can and solar panels for lighting. Currently, there are no public restroom facilities at the Transfer Center. Passengers generally use the Lawton Public Library or the City Annex Building to access a restroom. It is evident that the current Downtown Transfer Center no longer adequately serves the needs of the transit customers.



Downtown Transfer Center



Downtown Transfer Center



LATS ROUTE LISTING	
* (Star)	Downtown Transfer Center
Ⓜ (Transfer Point)	Transfer Point
BLUE (Blue circle)	Blue Route
GREEN (Green circle)	Green Route
ORG (Orange circle)	Orange Route
RED (Red triangle)	Red Route
YELLOW (Yellow diamond)	Yellow Route

## Amenities

Transit amenities serve as the face of any transit agency and have a variety of impacts on customer behaviors and perception. LATS offers a limited range of transit amenities to the residents of Lawton. The fixed route bus system has an assortment of bus bench facilities located along each route throughout the City. Bus facilities include bus bench seating, bus shelters or covers, concrete pads, signage, advertising, sidewalks and any related improvements to provide access, rest, information and shelter to users of the fixed-route bus system. There are 242 bus stop locations along the fixed-route system with 48 covered bus shelters with the remaining locations consisting of concrete pads or benches with no shelter.



The City Transit Trust entered into an agreement with a vendor to provide bus bench facilities on public property at designed locations on July 15, 2014. This agreement is for ten years and will continue through July 14, 2024. The agreement allows the vendor to install bus bench facilities at approved locations in accordance with facility designs that are specified in the agreement. Each bus bench facility is owned by the vendor, who is responsible for maintaining and repairing the facilities in accordance with the agreement. All bus bench facilities should be installed in accordance

with design guidelines as laid forth in the Americans with Disabilities Act (ADA). After reviewing the locations, not all bus bench facilities are ADA accessible. The only shelter provided by LATS is the Downtown Transfer Center. The agreement also allows the vendor to be the only entity that can sale and post advertisements on the bus bench facilities. All advertisements that are posted on the bus bench facilities must follow the City Transit Trust's Advertising Policy and receive approval from the Director of Community Services. Currently, LATS only sales advertisement space on revenue vehicles. Once the agreement expires or is terminated, the City Transit Trust may purchase the bus bench facilities or any portions of the facilities according to a depreciation schedule outlined in the agreement.

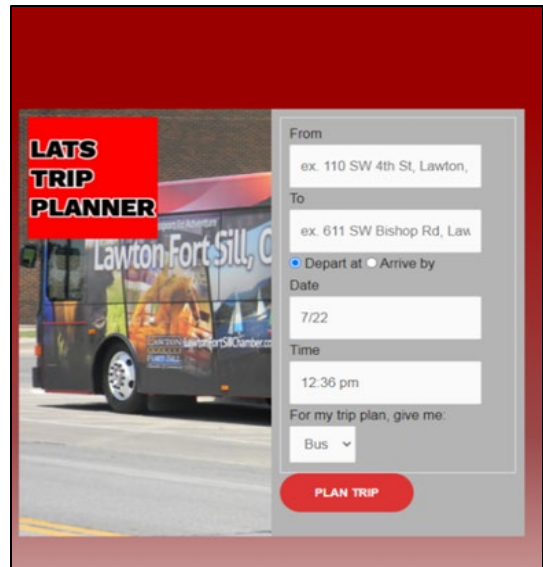
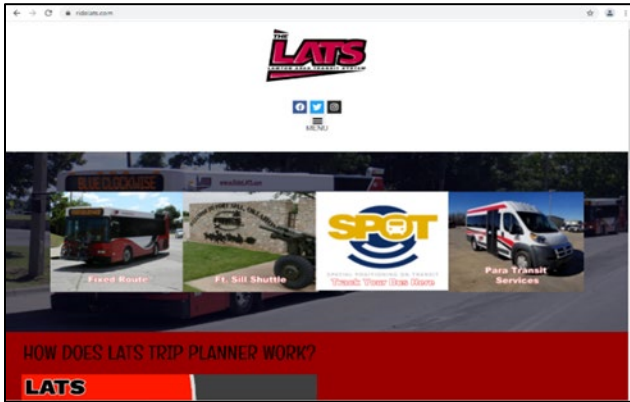
LATS provides additional amenities that include a GPS bus tracking application and a company website that has various features to aid the rider's experience and provides real time GPS bus tracking for the fixed route system and is free to download for the general public. The previous GPS application used by LATS was the ETA Spot App. This app was discontinued as of December 2023. LATS will introduce a new app through TripSpark Tech. by the spring of 2024. Previous plus additional features will be available with this



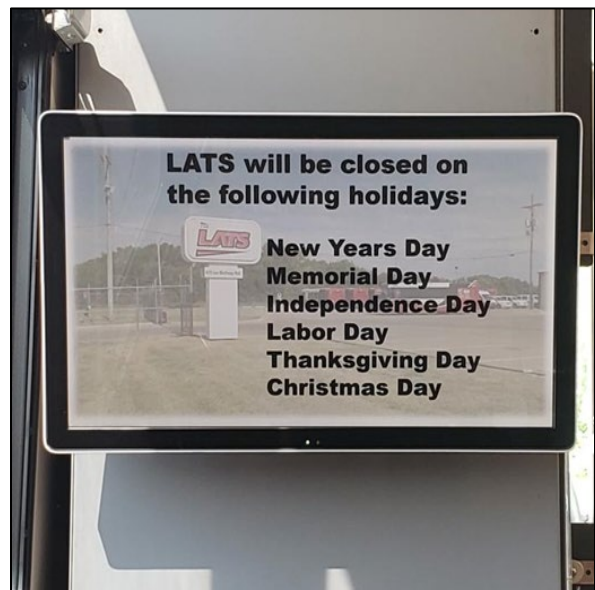
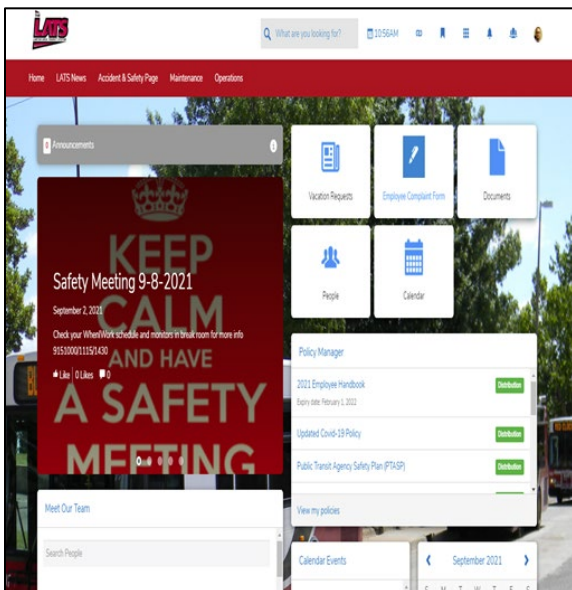


new technology.

The LATS website provides a Trip Planner feature that allows customers to plan their trips in advance and a better understanding of their specific trip details.



The LATS website also provides an employee portal which allows employees to access everything from completing daily pre-trips to requesting days off. It also contains documents, memos and safety material without the need for paper. Inside each fixed route bus are informative screens that allow for presentations, service updates, video ads from businesses, and is an eco-friendly alternative for customers.



## **Fleet and Maintenance**

LATS operates a vehicle fleet that consists of thirteen buses, ten paratransit vehicles, one staff/support vehicle, and three service trucks. The vehicles are maintained at the maintenance facility where four maintenance bays are available for servicing the vehicles. All vehicles are stored in a fenced and secure area next to the operations facility. LATS conducts a preventive maintenance program that adheres to vehicles OEM service manuals and each vehicle is placed in the Fleetio Maintenance Software for tracking. There is also a Pre and Post-Trip Inspection Policy that is strictly enforced and states all operators will perform a pre/post-trip inspection of the assigned vehicle before dispatching for daily service. Any issues found by an operator are relayed immediately to the Maintenance Department.

LATS currently follows its own Transit Asset Management Plan (TAMP) and operates as a Tier II provider as defined by FTA (49 CFR § 625.45 (b)(1)). In order to be classified as a Tier II provider, transit agencies do not operate rail fixed-guideway public transportation systems, has either 100 or fewer vehicles in revenue service during peak regular service or has 100 or fewer vehicles in general demand response service during peak regular service hours. The purpose of this TAMP is to document the condition of the various assets and prepare for replacement based on useful life.

The capital assets used in the provision of urban public transportation are included in the LATS Transit Asset Management Plan. The Asset Inventory includes:

1. Revenue Vehicles (further identified by vehicle type),
2. Equipment assets over \$50,000 in acquisition value (further categorized as Non-Revenue), and
3. Facilities (further categorized as Operations, Maintenance, Bus Wash, or Passenger Facilities).

The Federal Transit Administration (FTA) has set a default Useful Life Benchmark (ULB) for each vehicle type. ULB is the average number of years at which a vehicle would reach a 2.5 rating on the FTA Transit Economic Requirements Model (TERM) scale, assuming a standard maintenance schedule. While transit agencies can adjust their ULBs based on actual operating conditions (with approval by FTA), LATS uses the default ULBs provided by the FTA.

Revenue vehicles for LATS are identified as one of the following vehicle types:

BU – Bus

MV – Minivan

VN – Van

AO – Automobile

LATS currently has four types of revenue vehicles which are defined below:

### **Buses (BU) - Useful Life Benchmark: 14 years**

Rubber-tired passenger vehicles powered by diesel, gasoline, battery or alternative fuel engines contained within the vehicle. Vehicles in this category do not include articulated, double-decked, or school buses. Includes cutaway/body-on-chassis vehicles for urban reporting.

**Minivan (MV) - Useful Benchmark: 8 years**

A light duty vehicle having a typical seating capacity of up to seven passengers plus a driver. A minivan is smaller, lower and more streamlined than a full-sized van, but it is typically taller and has a higher floor than a passenger car. Minivans normally cannot accommodate standing passengers.

**Vans (VN) - Useful benchmark: 8 years**

An enclosed vehicle having a typical seating capacity of 8 to 18 passengers and a driver. A van is typically taller and with a higher floor than a passenger car, such as a hatchback or station wagon. Vans normally cannot accommodate standing passengers.

**Automobiles (AO) - Useful Benchmark: 8 years**

Passenger cars, up to and including station wagons in size. Excludes minivans and anything larger.

Below is the current asset portfolio for Rolling Stock, Equipment and Facilities indicating ULBs.

**Table 1- Rolling Stock – Asset List**

Asset Class	Asset Type	Fleet Group	Fleet Size	Fleet Group Age	Useful Life Benchmark	Percent that have met or exceeded ULB
LATS Revenue Vehicles	Bus	Gillig 2010	5	14	14	38%
		Gillig 2011	1	13		
		Gillig 2012	1	12		
		Gillig 2017	3	7		
		Gillig 2018	3	6		
	Van	Dodge Promaster 2017	1	7	8	17%
		Dodge Promaster 2018	4	6		
		Chevy Arboc 2011	1	13		
	Minivan	Dodge Caravan 2012	1	12	8	75%
		Chevy Uplander 2011	1	13		
		Dodge Grand Caravan 2019	1	5		
		VPG MV-1 2012	1	12		
	Automobile	Chevy Traverse 2020	1	4	8	0%
LATS Equipment	Non-Revenue Service Vehicle	GMC Shop Truck 2009	1	15	8	100%
		Dodge 1500 - 2003	2	21		
Total Fleet					44%	

Table 1 – Rolling Stock - Asset List

Source: LATS TAMP – Last updated October 2023

**Table 2 – Equipment & Facility Asset List**

Asset Class	Asset Name	Asset Owner	Age (Yrs)
Equipment	Bus Wash	LATS	12
Facility	Maintenance	LEASE	21
Facility	Operations	LEASE	13

Table 2 - Equipment & Facility Asset List

Source: LATS TAMP – Last updated October 2023

The existing fixed route fleet consists of thirteen Gillig low-floor diesel buses with each bus being 29.5 feet long, ADA accessible and equipped with a wheelchair ramp, capacity of 25 seated passengers and 10 standing passengers. Of the thirteen buses in LATS' fleet, five have met the useful life benchmark (ULB) of 14 years or 38%. The average age of the fixed route fleet is 10.4 years, and the average mileage being 346,000 miles.

The paratransit and Fort Sill shuttle services share a fleet of ten vehicles, many of which are equipped with a wheelchair lift. The fleet consists of five Dodge Promaster vans, one Dodge Caravan, one Dodge Grand Caravan, one Chevy Arboc, one Chevy Uplander and one VPG MV-1. Of these ten vehicles, four are considered to be past the end of their useful life benchmark.

The project team reviewed the last five years of capital purchases. These purchases included:

Capital Purchases	2017	2018	2019	Cost per Vehicle	Total Cost	Funds Used
Gillig Low Floor Bus	3	3		\$392,951	\$2,357,706	Funds were all local from the 2016 Capital Improvement Program. No federal funds were used.
Dodge Promaster	1	3	1	\$81,145	\$405,725	5339 Funds were used with a combination of Federal (80%) and local (20%).
Dodge Caravan			1	\$23,030	\$23,030	
Chevy Traverse			1	\$27,575	\$27,575	

## Fixed Route System, Paratransit and Shuttle Services

LATS currently offers three transit services that operate in and near Lawton. These services include the Fixed Route Bus System, Fort Sill Shuttle and ADA Complementary Paratransit Service. The funding structure of LATS consists of Federal, State and Local Funds along with farebox, advertisement and interlocal agreement revenues. Historical ridership and service data were collected and used as part of the assessment and evaluation of transit alternatives and recommendations. As part of the existing services review, the project team reviewed the effects the COVID-19 pandemic had on each of the transit services offered by LATS.

Total System Performance Metric	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Days of Service	306	307	307	307	308
Average Daily Trips	1067	965	524	583	760
Annual Passenger Trips	326,617	296,327	160,724	178,888	234,231
Annual Operating Cost	\$2,772,838	\$2,800,960	\$2,785,644	\$3,337,176	\$3,680,957
Annual Revenues	\$158,237	\$134,643	\$88,051	\$93,199	\$99,987
Annual Revenue Hours	43,115	38,777	20,644	31,866	32,067
Annual Revenue Miles	497,831	434,330	293,549	392,352	418,110
Trips per Revenue Hour	7.6	7.6	7.8	5.6	7.3
Trips per Revenue Mile	0.7	0.7	0.5	0.5	0.6
Cost per Passenger	\$8.49	\$9.45	\$17.33	\$18.66	\$15.72

### Effects of COVID-19

Global public transit ridership plummeted in early 2020 due to the COVID-19 pandemic. With governments issuing stay-at-home orders and most individuals avoiding any non-essential travel, public transit ridership saw a major decrease with some transit providers dropping by 90% or more. Like many other transit providers, LATS experienced decreased ridership and saw an overall turnover rate of 50% for bus operators during this time. One March 19, 2020, LATS reduced the fixed route bus service to one bus per route providing six total routes compared to its normal nine routes. Saturday service was discontinued on December 12, 2020, due to lack of ridership and available bus operators associated with the pandemic. Saturday service was resumed on June 26, 2021. The paratransit service and the Fort Sill Shuttle ran normal operating schedule throughout the pandemic. LATS saw the largest decrease in ridership from January 2020 – April 2020:

- Fixed Route: -56%
- Paratransit Service: -74%
- Fort Sill Shuttle: -39%

## Fixed-Route System

LATS operates five fixed-route bus lines with (average) 60-minute frequency in a traditional hub-and-spoke format. All local buses operate on single routes that travel to various neighborhoods and activity centers before looping back to the downtown transfer center, where most transfers occur. Passengers can also transfer from one bus to another bus any place where two routes cross or meet. The Green, Blue and Red routes operate on separate individual routes with the buses moving in clockwise and counterclockwise directions along the routes with a fifteen-minute separation between the directions of movement. The Orange, Yellow West and Yellow East routes travel along their dedicated routes and back to the downtown transfer center connecting with the other routes at their scheduled times. The service schedule for all routes is 6:00am - 7:00pm on Monday – Friday and from 9:00am - 6:00pm on Saturday with no Sunday service at this time. On average the fixed route system transports over 1,150 passengers per weekday and over 540 passengers per Saturday. The weekday service hours and directions for each route are as follows:



### Blue route:

- All day (6am-7pm): Counterclockwise
- Peak Hours (6am-9am and 2pm-6pm): Clockwise

### Green Route:

- All Day (6am-7pm): Counterclockwise
- Peak Hours (6am-9am and 2pm-6pm): Clockwise

### Red Route:

- All Day (6am-7pm): Counterclockwise
- Peak Hours (6am-9am and 2pm-6pm): Clockwise

### Orange Route:

- All Day (6am-7pm): Counterclockwise

### Yellow Route:

- All Day (6am-7pm): East
- All Day (6am-7pm): West

The existing bus system provides suitable service coverage throughout the City of Lawton. The majority of activity centers including employers, schools and healthcare centers are currently served by at least one transit route. LATS provides free rides to Lawton Public School students and staff through an interlocal agreement between the Lawton Board of Education and City Transit Trust. Students and staff only have to show a valid school ID in order to ride any fixed route for free. This agreement has been in place for the past six years. Fort Sill is currently not served by any fixed route but by an on-call shuttle service that connects the downtown transfer center to Fort Sill. The Industrial Park at the west end of the city does not have any transit service connectivity. The closest routes to the Industrial Park are the Blue and Yellow West routes, which are approximately two miles away.

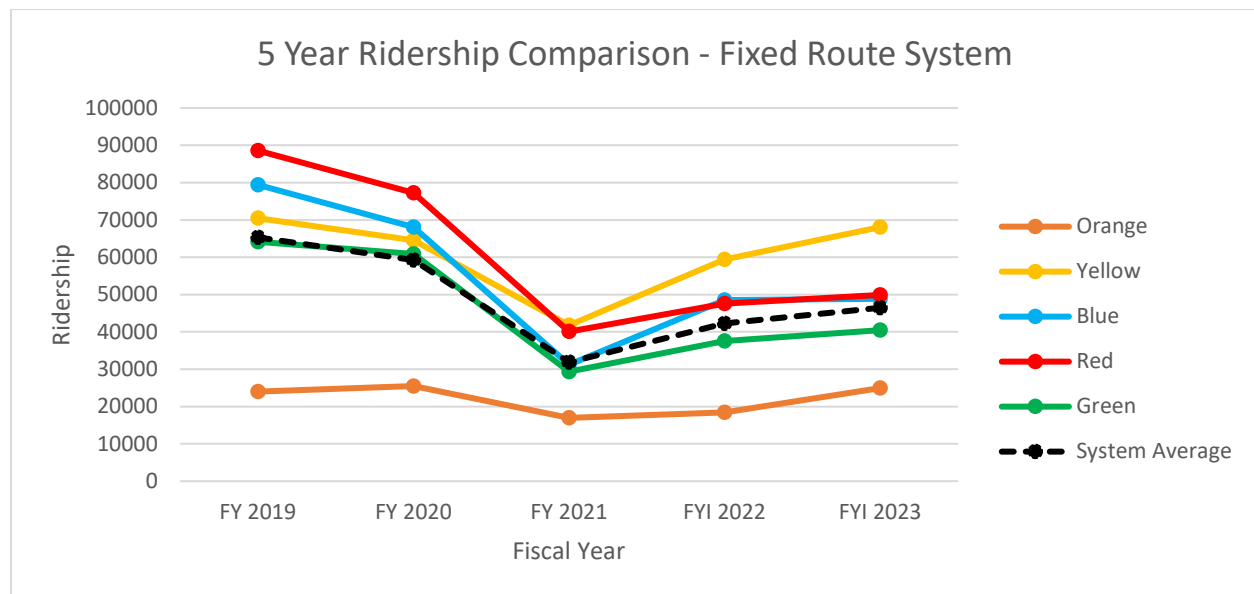
As part of the assessment of the current fixed route system, operational key performance indicators for each route were evaluated. The operational key performance indicators are based on the most recent data available from LATS related to ridership, revenue miles, and operating expenses. The estimated operating costs for each route are calculated by multiplying the average system operating cost per

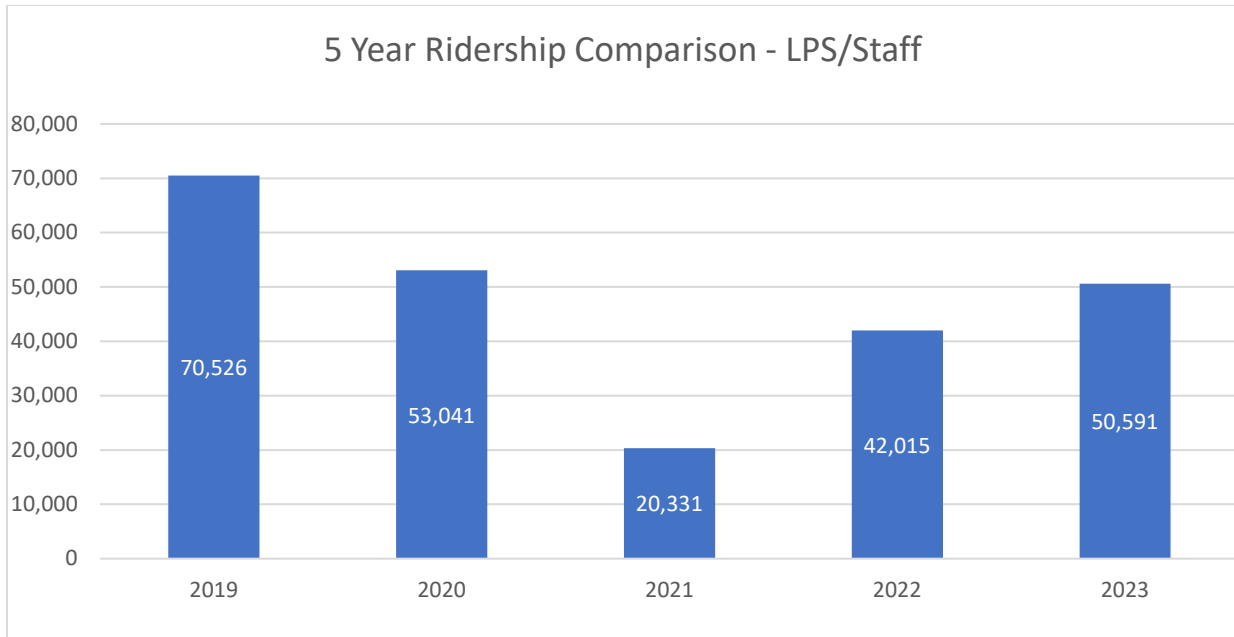
revenue hour by the annual vehicle revenue hours for each route. The operational key performance indicators are summarized in Table 3 for easier comparison:

**Table 3 – Operational Key Performance Indicators – Fixed Routes**

Based on Fiscal Year 2023 LATS Data	Orange	Green	Blue	Red	Yellow	Average
Annual Unlinked Passenger Trips	24,936	40,446	48,834	49,929	68,061	46,441
Annual Vehicle Revenue Miles	64,464	109,968	93,298	72,400	77,980	83,622
Annual Vehicle Revenue Hours	3,784	7,592	6,719	6,824	6,719	6,328
Annual Farebox per Route Farebox	\$9,468	\$25,568	\$21,551	\$23,827	\$19,573	\$19,997
Annual Estimated Operating Cost	\$306,746	\$613,493	\$613,493	\$613,493	\$613,493	\$552,144
Operating Expenses per Revenue Mile	\$4.76	\$5.58	\$6.58	\$8.47	\$7.87	\$6.65
Operating Expenses per Revenue Hour	\$81.06	\$80.81	\$91.31	\$89.90	\$91.31	\$86.88
Operating Expenses per Passenger Trip	\$12.30	\$15.17	\$12.56	\$12.29	\$9.01	\$12.27
Passengers per Revenue Hour	6.6	5.3	7.3	7.3	10.1	7
Passengers per Revenue Mile	0.4	0.4	0.5	0.7	0.9	0.6
Revenue per Revenue Mile	\$0.15	\$0.23	\$0.23	\$0.33	\$0.25	\$0.24
Revenue per Revenue Hour	\$2.50	\$3.37	\$3.21	\$3.49	\$2.91	\$3.10

Historical annual ridership trends for each fixed route are outlined in the graph below. This graph shows the total unlinked passenger trips for the past five fiscal years (Fiscal Year is July 1<sup>st</sup> – June 30<sup>th</sup>). Unlinked passenger trips include general public, Lawton Public School students and staff. The most notable decrease of ridership being 46% from FY 2020 to FY 2021 occurring from the COVID-19 pandemic. The most notable statistic seen post-pandemic was the increase in ridership on the yellow routes, mainly due to the increase in LPS students riding the bus.





**Fort Sill Shuttle and Paratransit Service**

The Fort Sill Shuttle operates as an on-call service with the same operational schedule as the fixed route system. Passengers call in advance to schedule their pick-ups and may schedule a pick-up time two hours prior to their requested pick-up time. Passengers going to Fort Sill are picked up from the downtown transfer center and transported to their destination on Fort Sill. Passengers traveling from Fort Sill to Lawton are picked up from their location on Fort Sill and dropped off at the downtown transfer center. A one-way fare for the Fort Sill Shuttle is \$1.50.



AS required by the Americans with Disabilities Act of 1990 (ADA), LATS provides complementary share ride paratransit service. This demand response transportation service is for eligible passengers (based upon criteria established by the Americans with Disabilities Act) who are unable to utilize the regular Fixed Route service. All Paratransit passengers are required to complete a Paratransit Eligibility Application and must be ADA certified by the Director of Operations before utilizing the service. The complementary paratransit service is comparable to the fixed route service, in terms of service levels and availability. Service is made available to all origins and destinations within a minimum width of ¼ of a mile on each side of each fixed route. Passengers are required to call in advance to make trip reservations between 8:00am - 5:00pm Monday-Saturday. The one-way fare for paratransit service is an exact fare of \$3.00, payable at time of boarding.

With both services requiring passengers to call in advance to make trip reservations and operating on the same service schedule, the project team collected historical service data and combined the operational key performance indicators for the Fort Sill Shuttle and Paratransit Service in the section. This allows the data to be presented in a format for comparing the two services. A summary of the operational key performance indicators is provided below using the FY 2023 data.

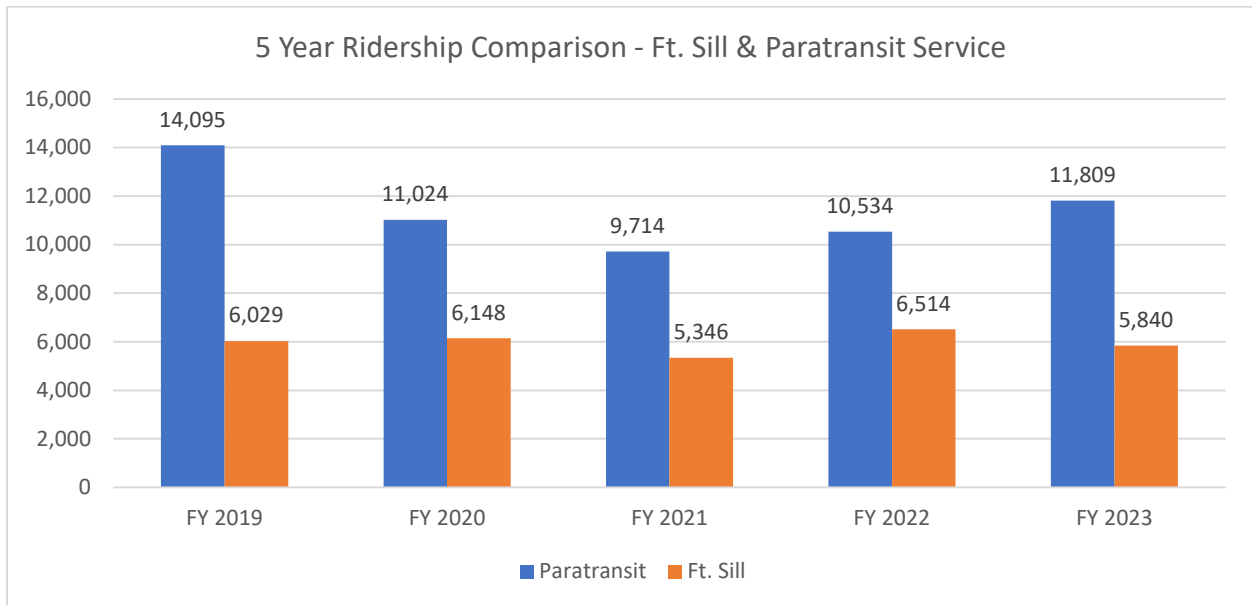


**Table 4-Operational Key Performance Indicators - Fort Sill Shuttle & Paratransit Service**

Based on Fiscal Year 2023 LATS Data	Fort Sill	Paratransit
Annual Unlinked Passenger Trips	5,840	11,832
Annual Vehicle Revenue Miles	36,777	85,801
Annual Vehicle Revenue Hours	2,963	7,537
Annual Revenue per Route	\$600	\$35,496
Annual Estimated Operating Cost	\$259,479	\$660,038
Operating Expenses per Revenue Mile	\$7.06	\$7.69
Operating Expenses per Revenue Hour	\$87.57	\$87.57
Operating Expenses per Passenger Trip	\$44.43	\$55.78
Passengers per Revenue Hour	2.0	1.6
Passengers per Revenue Mile	0.2	0.1
Revenue per Revenue Mile	\$0.02	\$0.41
Revenue per Revenue Hour	\$0.20	\$4.71

*Most Ft. Sill riders transfer or use a pass because they are transferring from the fixed route system. The Shuttle service was created as an extension of the fixed route service. This accounts for the low farebox revenue regarding the Fort Sill service.*

Paratransit ridership is a combination of citizens from the ADA and elderly communities that are unable to ride the fixed route system. During the pandemic many of these riders were unable to leave their houses and facilities because of underlying health issues. This caused a decrease in ridership for this service between FY 2020 and FY 2021.



## **Demographic Overview**

Coordinating with LATS and LMPO staff, the project team collected data to document and assess relevant conditions to familiarize themselves with the existing service area. Analyzing the current conditions provides a baseline level of data for completing additional tasks. This section describes the operating environment within the existing service area. The transit master plan study area includes most of the City of Lawton and parts of Comanche County, totaling 82 square miles in Southwestern Oklahoma.

Demographic data is monitored annually by the Metropolitan Planning Organization (MPO) and LATS to ensure that the service level and quality of service is provided fairly and equitably. The MPO has completed examination of socio-economic data shown in the 2010 U.S. Census. The 2010 data is the basis for LATS Title VI plan and the MPO's 2045 Metropolitan Transportation Plan (MTP). The level and quality of service is also monitored by route analysis and passenger surveys conducted by LATS.

The Lawton Area Transit System's primary service area is the City of Lawton, which has historically been below the required 200,000 population threshold for program-specific reporting. The population for the City of Lawton in the 2015-2019 American Community Survey 5-year estimates was reported as 93,025 as compared to 96,728 in the 2010 Census. Further demographic maps can be found in Appendix B

## Major Employers

Lawton is home to military and defense industries and has a strong presence of agriculture and ag-manufacturing businesses. The diversity of employers in Lawton includes Goodyear Tire & Rubber, Bar-S Foods, Silverline Plastics, Republic Paperboard, Cosmetic Specialty Labs, Raytheon Technologies, Lockheed Martin, Dynetics, and other prime defense contractors that support the world's largest army field artillery base at Fort Sill. The City of Lawton is the retail and distribution hub for the region's cattle, dairy and agricultural sectors as well.

Company	City	Employment	Industry
Goodyear Tire & Rubber	Lawton	2850	Manufacturing
Lawton Public Schools	Lawton	2830	Education
Army Base and services	Ft. Sill	2027	Military installation
Comanche Nation	Lawton	1276	Tribal administration
Walmart	Lawton	1019	Retail
City of Lawton	Lawton	858	Police protection
American Bankers Ins. Co.	Lawton	492	Other insurance carrier
Swanson Services, Inc	Ft. Sill	453	Food service contractor
The Geo Group, Inc	Lawton	447	Private Prison
Techrizon Llc	Lawton	346	Computer Software
Bar-S Foods	Lawton	339	Processing Manufacturing
Fort Sill Apache Nation and Casino	Lawton	335	Casino
Indian Health Service	Lawton	333	Public Health
Comanche County	Lawton	270	Police protection
ITT Corp/Systems Division	Ft. Sill	250	Navigational instruments
Republic Paperboard	Lawton	162	Manufacturing
Silverline Plastics	Lawton	150	Manufacturing
Cosmetic Specialty Labs	Lawton	75	Manufacturing

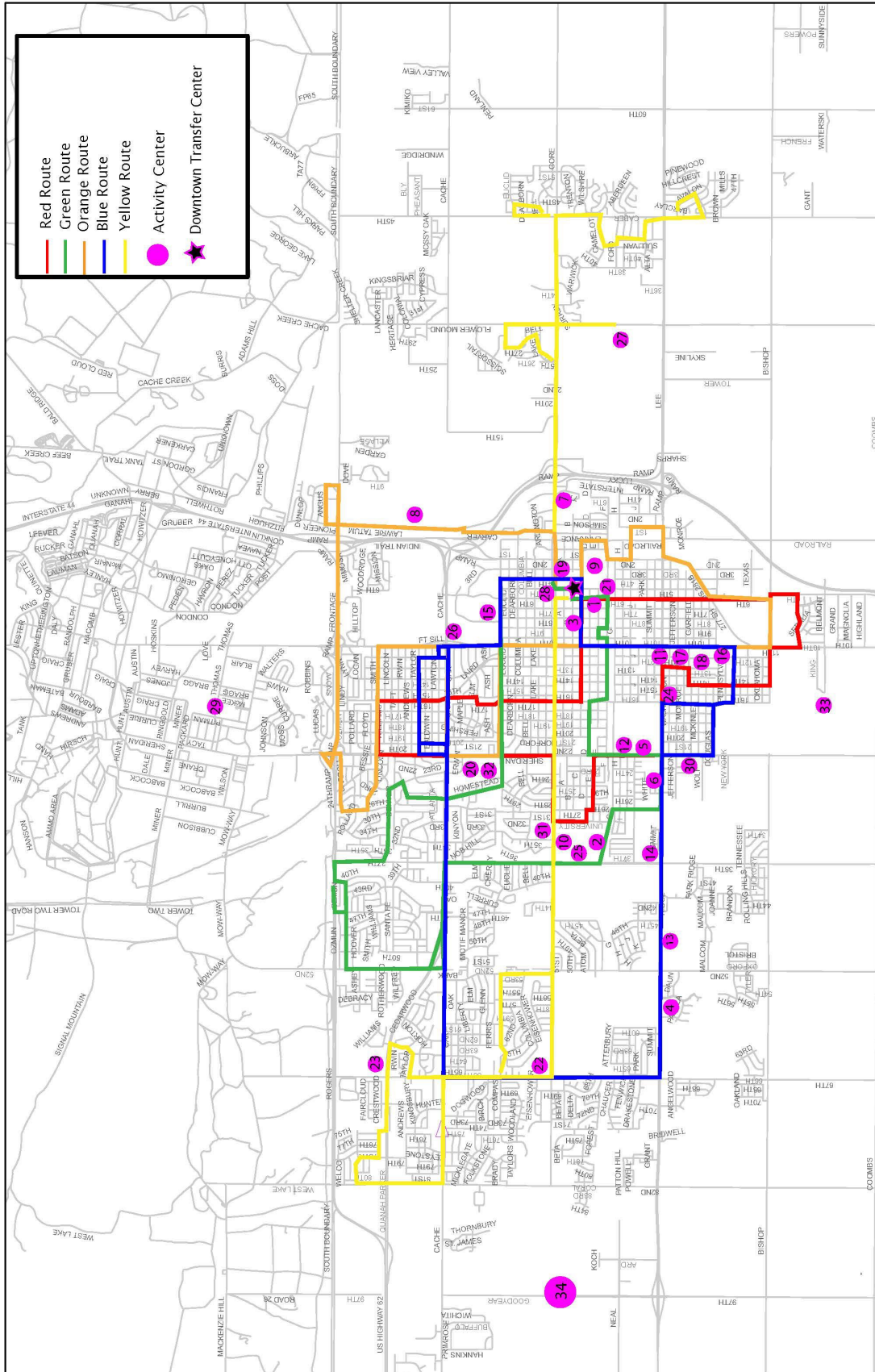
Sources: Cameron University and Lawton-Fort Sill Economic Development Corporation

## Activity Centers

Major destinations are important for trip generation, land use, connections for public transit and create additional need for transit services. Activity centers are places where people go to shop, learn, work, live and gather. These centers were identified for the fixed route system in order to better understand possible origins and destinations. Lawton has multiple activity centers that are distributed throughout the city. The current fixed bus routes directly serve 32 activity centers in the Lawton Service Area. The table below lists the activity centers along with which each route that each center is served by:

Map #	Activity Center	Served By Route(s):
1	B.O. Davis Senior Center	Red, Green
2	Center for Creative Living	Green
3	City Hall	Red, Blue
4	Southwestern Medical Center	Blue
5	County/City Health Department	Red, Green
6	Department of Human Service	Green, Blue
7	Department of Public Safety	Yellow East
8	US Public Health Service Indian Hospital	Orange
9	Lawton Central Mall	All Routes
10	Cameron University	Red, Green, Yellow West
11	Goodwill	Red, Orange, Blue
12	Great Plains Coliseum	Red, Green
13	Great Plains Tech Center	Blue
14	Walmart Neighborhood Market - Lee Blvd.	Blue
15	McMahon Auditorium	Green, Blue
16	OK State Employment Office	Orange, Blue
17	Owen Multipurpose Center	Orange, Blue
18	Pleasant Valley Senior Center	Red, Orange, Blue
19	Police Department	Green, Blue, Yellow East
20	Walmart Supercenter - Sheridan Rd.	Red, Orange
21	Post Office, Main Branch	Red, Green
22	Post Office, West Branch	Blue, Yellow West
23	Walmart Supercenter - NW Quannah Parker Trl.	Yellow West
24	Social Security Administration	Red, Blue
25	Taliaferro Mental Health Center	Green
26	US Army Reserve	Blue
27	Veteran's Center	Orange, Yellow East
28	YMCA	Green, Blue, Yellow West, Yellow East
29	Reynold's Army Health Center	No Routes
30	Food Bank	Blue
31	Comanche County Memorial Hospital	Red, Yellow West
32	Sam's Club	Red, Orange, Green
33	Lawton-Fort Sill Regional Airport	Red
34	Industrial Park	No Routes

Current Fixed Routes and Activity Centers



## Public Involvement

Public feedback efforts were conducted to engage the community and help determine the needs and preferences of the Lawton residents. This portion of the project included:

- Kick-off Meeting
- Online Surveys
- Stakeholder and Town Hall Meetings
- Transit Employee Survey
- Press Release and Media Coverage

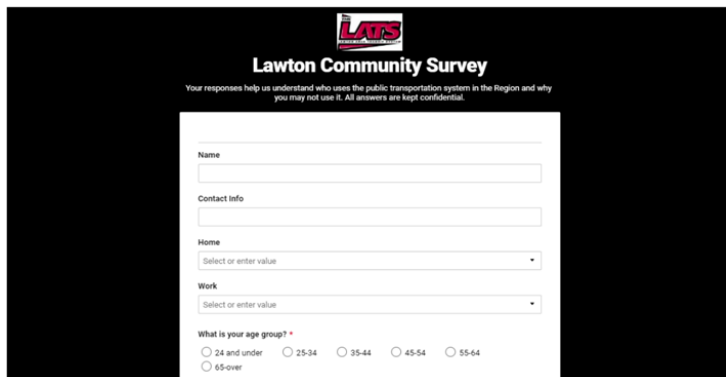
Information obtained throughout the public Involvement effort was utilized by the project team to expand on initial service concepts and in the development of final recommendations.

### Kick-off Meeting

HTG held a kick-off meeting with Lawton MPO staff on April 22, 2021, at 9:30 a.m. to discuss the overall goal of the transit master plan and what HTG hopes to accomplish with final recommendations. Other key takeaways from this initial meeting were identifying key stakeholders, dates for public meetings, updates regarding downtown transfer center locations and presentations for the MPO and technical committee.

### Online Surveys

In June of 2020, the project team began an online survey campaign. Due to the COVID-19 pandemic, online surveys were the best way to get immediate feedback from individuals due to the social distancing guidelines. The survey card, which is shown to the right, was handed out to hundreds of people over the course of June and July 2020. The online survey was also posted on the home page of the LATS website and the City of Lawton’s website to generate more feedback.

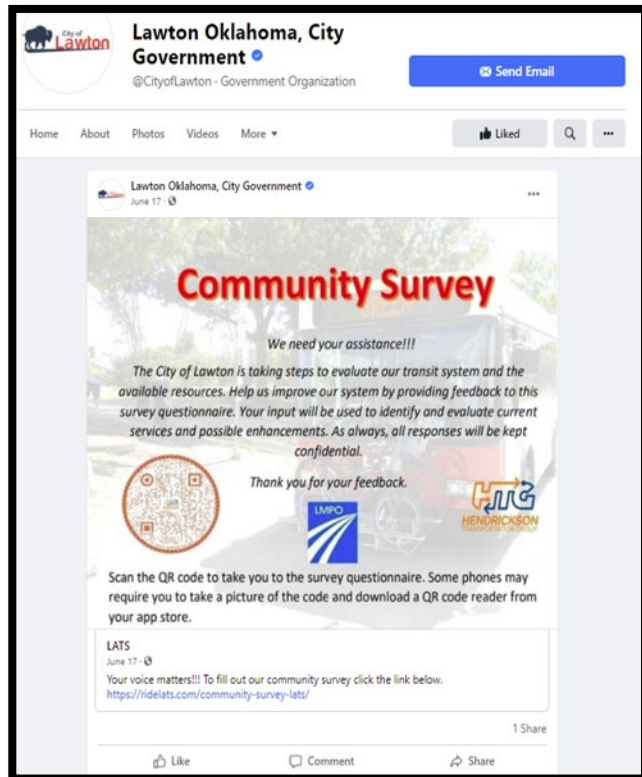
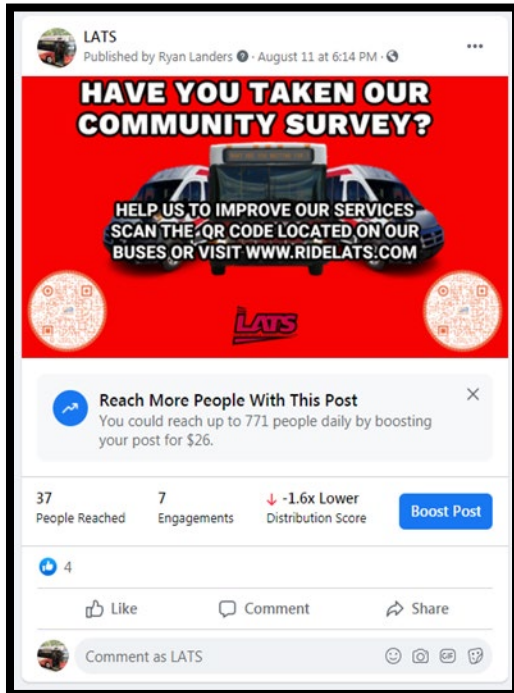
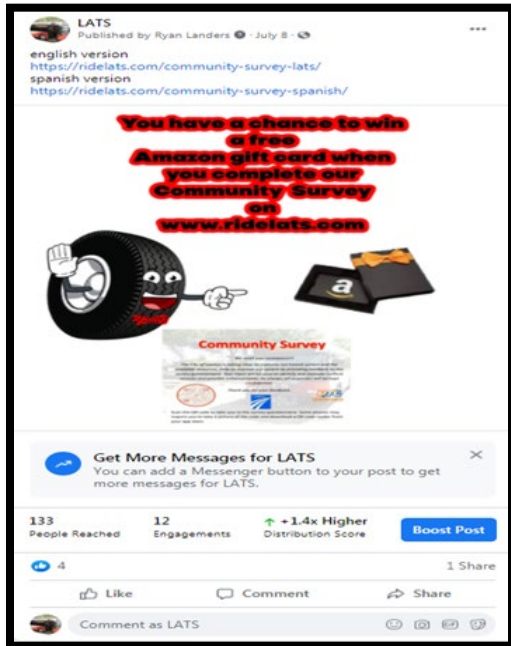



The image is a screenshot of the 'Lawton Community Survey' online form. At the top, it has the LATS logo and the title 'Lawton Community Survey'. Below the title, it says: 'Your responses help us understand who uses the public transportation system in the Region and why you may not use it. All answers are kept confidential.' The form fields include: 'Name' (text input), 'Contact Info' (text input), 'Home' (dropdown menu with 'Select or enter value'), 'Work' (dropdown menu with 'Select or enter value'), and 'What is your age group?' with radio button options: '24 and under', '25-34', '35-44', '45-54', and '65-over'.

The community survey card contained a QR code that would immediately take you to the online survey\*

\*On Appendix "A" - There is a list of all survey questions

Since the Covid-19 Pandemic was still in effect, face to face surveys were going to be difficult to obtain and social media was the best outlet for encouraging people to fill out the survey.



## Stakeholder and Town Hall Meetings

The project team held two in-person meetings. Both meetings were held on July 15, 2021, at 10:00 a.m. and 6:00 p.m. at the City of Lawton City Hall Building. The stakeholder's meeting was the first meeting with over forty invitations sent out to people and organizations/businesses. Unfortunately, due of COVID we did not generate the turn out that we were hoping for, but we were still able to have about twenty people in attendance. However, there still was some great feedback that was provided. The consensus at this meeting was a need of service connectivity to the industrial park and a new Downtown Transfer Facility. Other topics that were discussed included evening service and extended hours.



The next meeting was at 6:00 p.m. on the same day. This meeting was for the overall general public. To inform the public, notices were posted on a variety of platforms including the following:

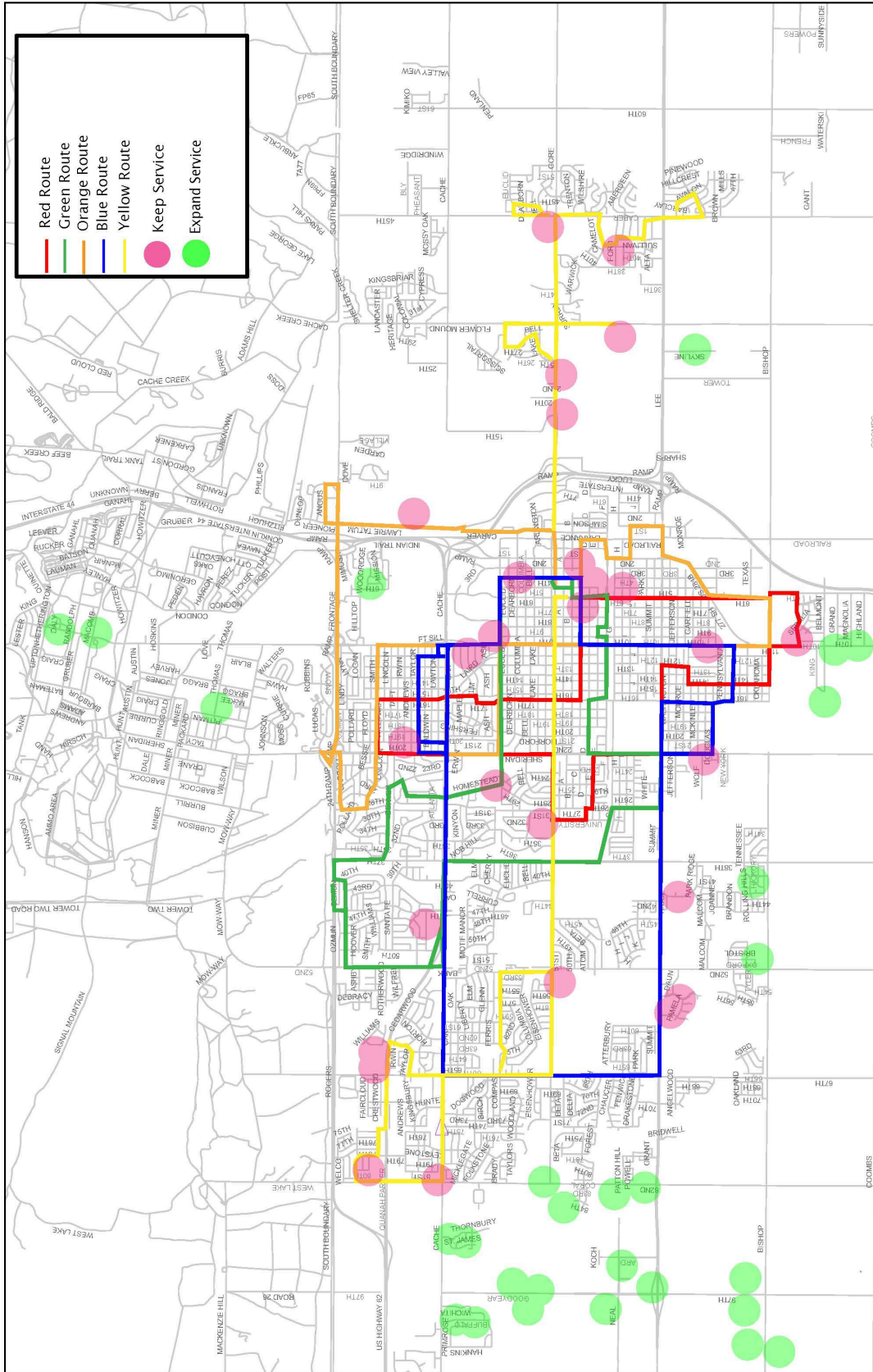
- The Lawton Constitution
- Downtown Transfer Center
- KSWO
- LATS Website
- Facebook
- All LATS buses.
- City Hall
- DHS

Again, due to COVID-19 we did not get the turnout we were hoping for but did have five people show up. As with the stakeholder meeting, the consensus for additional service LATS needed to provide was to the industrial park and there was a lot of support for a new Downtown Transfer Center Facility that would provide more passenger amenities such as public restrooms. The Stakeholder and Town Hall meetings were a great way to obtain in person feedback from citizens who had a vested interest in what the future of transit is going to play in the City of Lawton.

At both meetings we tasked the citizens to show us the exact locations they would like to make sure we keep service and other areas where we can expand. Below you find an overlay of all those locations.



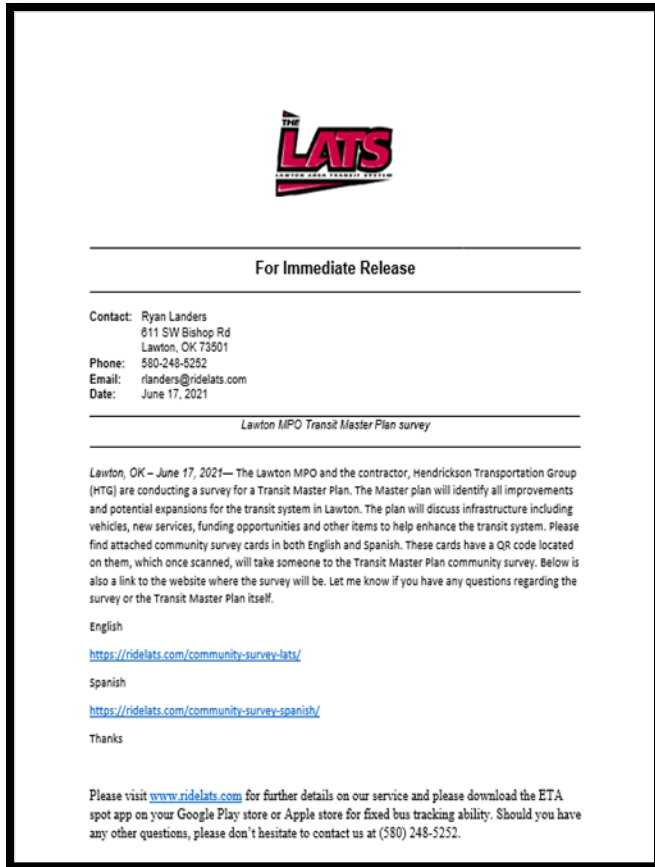
Current Fixed Routes – Areas to keep service and expand service



## Press Release and Media Coverage

On June 17, 2021, LATS posted a press release to notify residents of the available online survey. The transit master plan project was also featured on the local KSWO news station as well.

### LATS conducting survey for Transit Master Plan



LATS saw a major spike in riders over the last few months.  
 By Tyler Boydston



## Future Transit Recommendations

Future transit needs were identified through the analysis of existing conditions and public engagement that included the stakeholder meetings, virtual surveys, community surveys, and community meetings. Identified transit needs related to multiple categories from additional service to specific areas such as the Industrial Park to capital needs such as new facilities and buses. Table 5 provides a summary of future transit needs in Lawton.

**Table 5 – Summary of Future Transit Needs**

Category	Future Transit Needs
Capital Needs	<ul style="list-style-type: none"> <li>- Establish location for a downtown transfer center, operations and maintenance facility</li> <li>- Relocate/construct new transfer center</li> <li>- Relocate/construct new operations and maintenance facility</li> <li>- On-site fueling and charging stations</li> <li>- Replacement of vehicles past their ULB</li> <li>- Upgrade bus stop amenities</li> </ul>
Transit Operation	<ul style="list-style-type: none"> <li>- Extend operating hours into the evening</li> <li>- Provide additional service on Saturday</li> <li>- Provide service on Sunday</li> <li>- Improve route schedules and serve additional locations</li> <li>- Provide service to transit markets difficult to reach with fixed route system</li> <li>- Shorter route times</li> <li>- Identify areas for Micotransit service</li> </ul>
Administration	<ul style="list-style-type: none"> <li>- Improve community image of transit service</li> <li>- Increase maintenance training for staff - hybrid buses</li> </ul>
Technology	<ul style="list-style-type: none"> <li>- Implement real-time tracking application</li> <li>- Implement real-time notifications for smartphones</li> </ul>

## Capital Plan Recommendations

### LATS Transfer Center, O&M Facility – Site Selection Process

The site selection has been a lengthy process beginning in early 2017 with numerous locations throughout Lawton being reviewed. To provide insight into this extensive process, a historical timeline of events is provided below:

#### March 2017

The Transit Trust authorized staff to advertise a Request for Qualifications (RFQ) to hire a consultant to prepare the conceptual design and construction plans for a multi-modal transportation transfer center and transit hub facilities for the Lawton Area Transit System (LATS). Staff began working with TAP Architecture on July 5, 2017, but was not successful in negotiating a scope of services and contract amount. There was concern that the Transit Trust received a Federal Transit Administration grant of \$796,019 in July 2016, and had yet to award a contract. On November 17, 2017, the committee members were polled and agreed to terminate the negotiations with TAP Architecture. The committee

subsequently met on November 21, 2017, and directed Staff to begin negotiations with C.H. Guernsey & Company (Guernsey), which was the next highest rated firm. Contract with City Transit Trust and Gurnsey signed in December 2017. The original location was 17th Street and Lee Blvd for the main transfer center. There was also the design of transfer hubs located at 52nd Street and NW Cheyenne Ave & and SW 3rd Street between A Avenue and SW B Avenue.

### **Spring 2018**

After evaluation of the original location at 17th and Lee, it was determined that an alternative location would now be used as the new transfer center site with only one transfer hub at 52nd Street and NW Cheyenne Ave. The new transfer center site would be the old police station located on Gore Blvd and 4th Ave. The city owned the property, and it was determined that the value of the land could be leveraged as a local match toward future grants. The demolition of the building could also be used for local match.

### **August 2018**

The NEPA process begins for the old police station located on Gore Blvd and 4th Ave and the City of Lawton received the first estimate for the conceptual design from C.H. Guernsey. The estimate for the new facilities would be around 2.6 million.

### **November 2018**

The NEPA process is completed, and we can process grant filing. A 5339 bus and bus facilities grant was filed in spring 2018, however the City of Lawton was not awarded any federal funds.

### **January 2019**

The first preliminary design report of transfer center at the old police station and north hubs at 52<sup>nd</sup> street was given to the City of Lawton by Guernsey.

### **May 2019**

The City Transit Trust scheduled a meeting to discuss the first preliminary design report from Guernsey. At this meeting, the transfer center location became a central focal point and raised some concerns among the Trustees. At the end of the discussion, the Transit Trust decided to table the approval of the site location at the old police station. After the meeting, the Transit Trust agreed to form a transit site selection committee to discuss alternatives to the original site location.

### **October 2019**

The transit site selection committee met to discuss alternatives sites and how much space would be needed. The committee agreed that the site needed to be city owned property because the value of the land could be used as part of the local match. Some locations were discussed but nothing was finalized. A next meeting would not be set until some new locations were given to the committee.

### **March 2020**

Covid 19 Pandemic occurred and all plans for a transfer center were paused.

### **July 31, 2020**

The Transit Trust decided to reestablish a committee to review proposed site locations.

### **September 15, 2020**

HTG gives presentations regarding possible site locations. The site locations included the following:

- 2<sup>nd</sup> and B Ave and 3<sup>rd</sup> and B Ave
- F and 2<sup>nd</sup> Ave
- Old police station
- Railroad and B Ave
- 2<sup>nd</sup> and B Ave and Warren's import property

The committee discussed the idea of purchasing property as an alternative rather than using City owned property, however, nothing was finalized and HTG was requested to further explore other properties.

### **April 2021**

HTG begins Transit Master Plan Project with the Lawton Metropolitan Planning Organization.

### **October 5, 2021**

The City of Lawton sends out an RFQ for Zero-emission Study. Study was awarded to Kimely Horn. The contract begins in Spring 2022. A final study completed April 2023

### **July 2022**

HTG provided conceptual drawings for the Railroad Street location.

### **August – November 2022**

Lawton City Council met to discuss transfer center location at Railroad and other various locations multiple times.

### **November 2022**

Public meetings are held to discuss the redesigning of the fixed route system in Master Plan. In addition, the Lawton City Council identifies the four main locations for the transfer center facility:

- 1) Railroad Street Site – Railroad and B Ave
- 2) Midwest Square – Gore Blvd
- 3) Creamery Site – 411 SE Larrance St.
- 4) Old police station – 4<sup>th</sup> and Gore Ave.

### **Spring 2023**

The final sites are Midwest Square and the Railroad Street site which is just south of the current police station and north of Creamery. City Council also requested the Downtown transfer center include a new Maintenance/Administrative facility.

### **March 2023**

The City Transit Trust authorized the release of an RFQ for Professional Engineering/ Architecture of Multimodal Transfer Center with an Operations and Maintenance Facility. The selected consultant will provide typical engineering/architectural services for the duration of the project from the concept phase to final completion of construction. The preliminary design report phase shall include an evaluation of the proposed Transfer Center with Operations and Maintenance facilities/structures as defined, among other items, in terms of anticipated public areas and required workspaces for employees, off-site infrastructure improvements such as water, sewer, streets, drainage, utilities etc. and a proposed cost

estimate for the project. On June 27th the City Transit Trust authorized Staff to negotiate a scope and fee to bring back to the Trust for approval. On September 12th, the City Transit Trust approved the scope and fee with Wendel WD Architecture

### **August 2023**

The final Site is approved by Transit Trust. The final location of the LATS transfer center and administration/Maintenance facility will be located south of the new Police station

### **January 2024**

The City Transit Trust approves LATS purchasing hybrid buses with grant funding, if awarded. This approval allows Wendel WD Architecture to incorporate both fueling stations and electric bus charging stations into the preliminary engineering design. The Transit Trust agreed with the assessment with HTG that hybrid buses provided the best alternative fuel option on its way towards zero emissions for its transit operation.



**Approved Location - Downtown Transfer Center, Operations and Maintenance Facility**





## Preferred Concept



The preferred conceptual layout is designed to meet the needs of the riders and employees along with providing LATS with a centralized location for administration, operations and maintenance. It will provide an off-street facility for all routes to meet and transfer passengers more efficiently. This preferred concept will construct a two-story building with a climate-controlled passenger waiting area with restrooms and a customer service area that would be staffed by LATS to provide information and sell bus passes. Administration, operations and maintenance will be in a single-story building connected the two-story facility which would relocate administrative, operations and maintenance staff from their current home located at 611 SW Bishop Road. The bus wash, fueling station and bus parking lot will be located at the south end of the property. The conceptual site plans are displayed in Figures 2 and 3.

Figure 2 - Ariel Image of the Preferred Conceptual Facility Layout



Figure 3 - 3D Preferred Conceptual Facility Layout

In total the transfer center will provide nine boarding locations. Each boarding location will provide an awning or other form of shelter from the elements as well as lighting for early morning and evening operations to improve visibility and safety. Real-time next bus arrival information is recommended but is optional. This number of bus bays will accommodate all of the fixed bus routes currently in operation. The transfer center will operate with one general boarding area around a central island. Access to and from the main center platform from the perimeter would occur on designed pedestrian walkways. The bus bay and loading platform located along SE Larrance Street will be reserved for an anticipated intercity commuter bus. Conceptual visualizations have been developed to help envision what the new facilities could potentially look like and assist in describing the preferred concept. These conceptual visualizations are presented in the following figures.

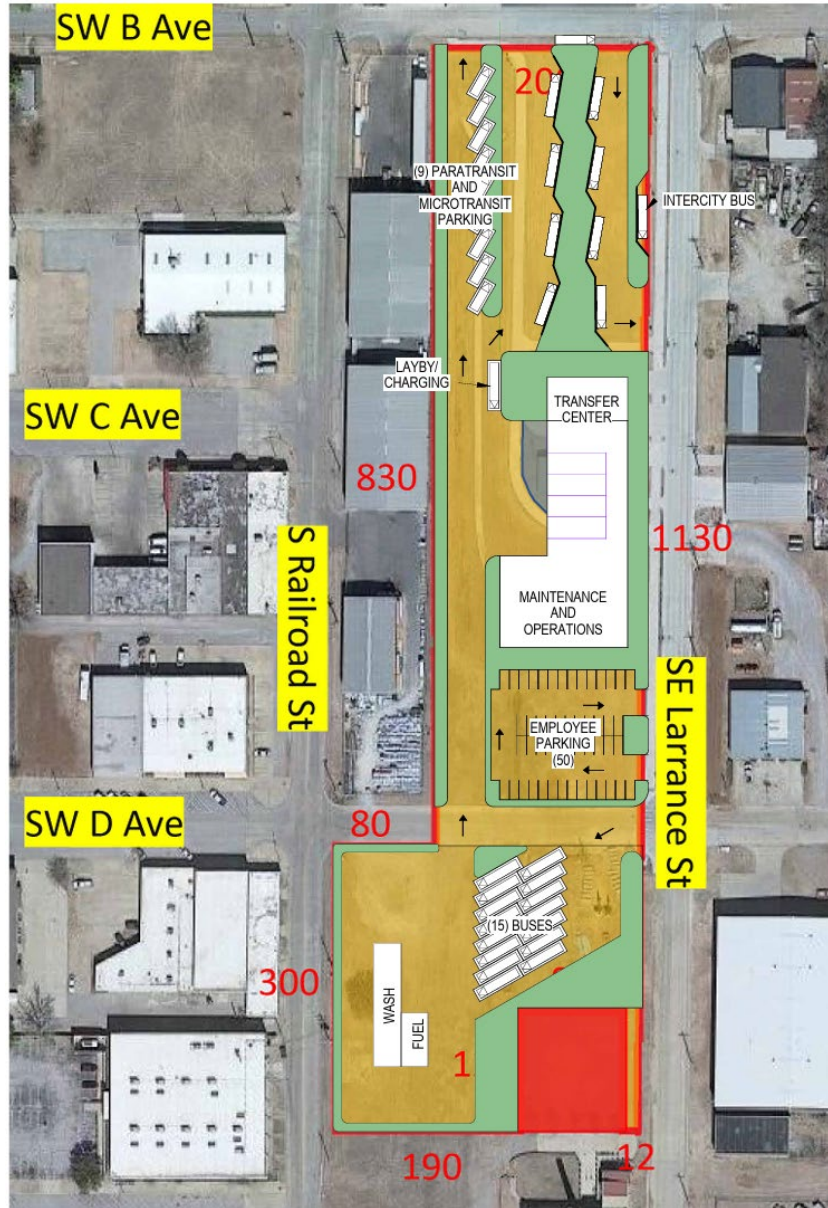
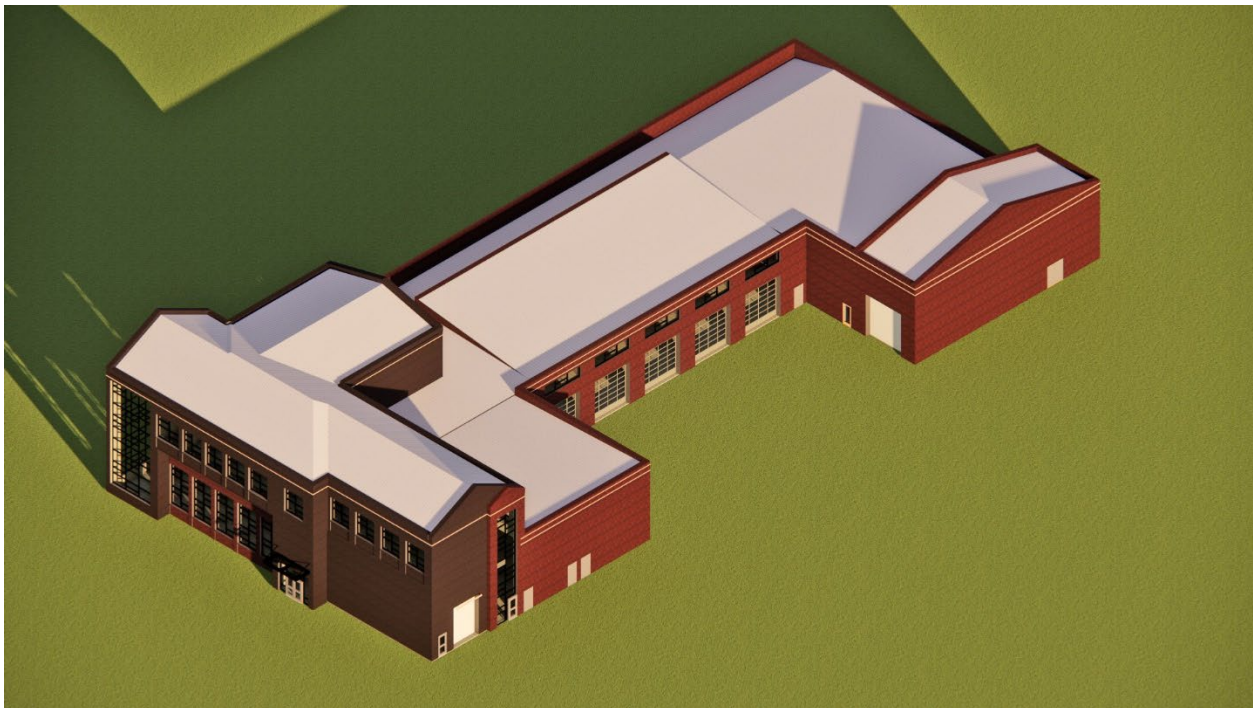
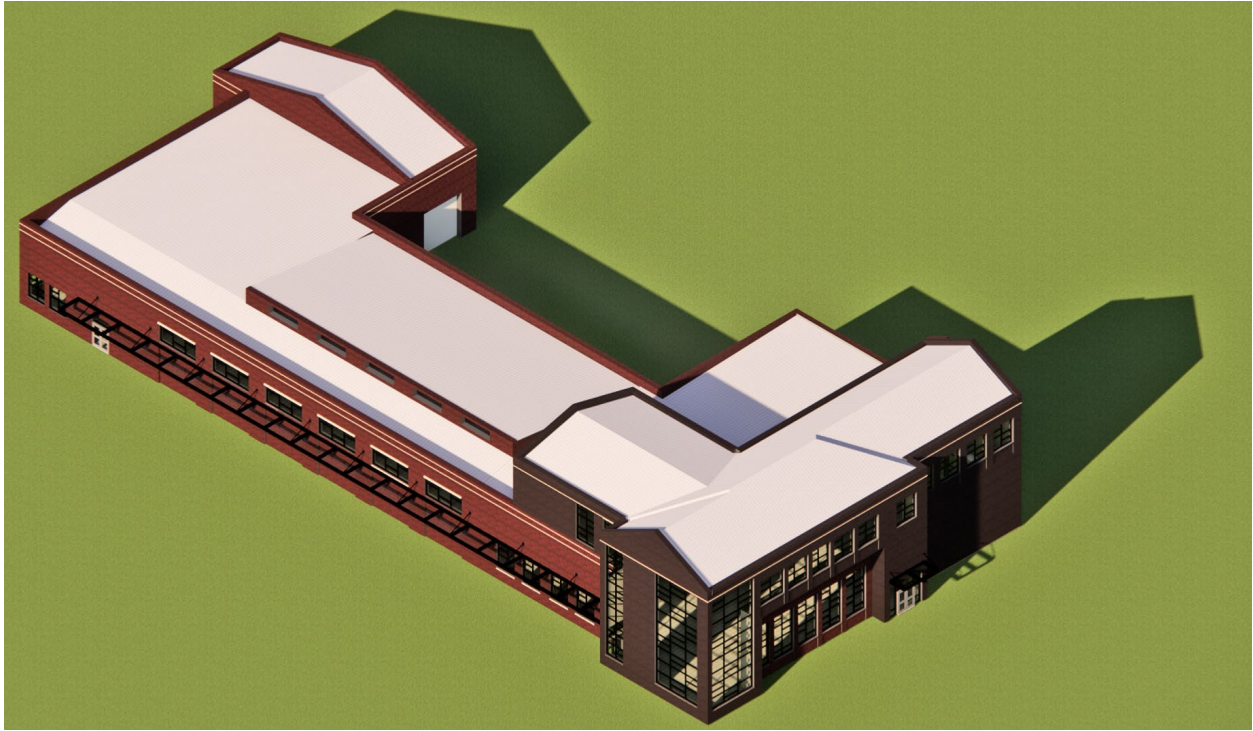


Figure 4 - Preferred Concept - Detailed Facility Layout

Figure 5 - Preferred Concept – 3D Views of Transfer Center, Operations and Maintenance Facility – Prepared by Wendel WD Architecture, Engineering, Surveying and Landscape Architecture, P.C



*Figure 6 - Preferred Concept – 3D Views of Transfer Center, Operations and Maintenance Facility – Prepared by Wendel WD Architecture, Engineering, Surveying and Landscape Architecture, P.C*



1 Northwest Corner  
SCALE:



2 Southeast Corner  
SCALE:



3 Northeast Corner  
SCALE:

*Continuation of Figure 6 - Preferred Concept – 3D Views of Transfer Center, Operations and Maintenance Facility – Prepared by Wendel WD Architecture, Engineering, Surveying and Landscape Architecture, P.C*



4 Southwest Corner  
SCALE:



5 Southwest Aerial  
SCALE:

The total estimated range of capital cost for this type of facility at this level of conceptual planning is between \$11,250,000.00 - \$23,250,000.00. This cost will be further refined as more detailed planning and design are completed. Also, please note that costs are contingent upon the quality and level of finishings, construction methods and any additional infrastructure needs such as drainage infrastructure.

Total SF	Cost per SF	Estimated Capital Cost
30,000	\$375.00	\$11,250,000.00
30,000	\$450.00	\$13,500,000.00
30,000	\$575.00	\$17,250,000.00
30,000	\$650.00	\$19,500,000.00
30,000	\$775.00	\$23,250,000.00

The Transfer Center interior is anticipated to be an air-conditioned passenger waiting area which should accommodate 30 seated and 40 standing passengers (70 total). Desired amenities include bench seating, lounge seating, TV, transit information monitors, vending, direct access to restrooms, and passenger assistance interface or staff available to assist. In addition, LATS will locate administrative functions at this facility, so necessary office functions and support spaces are to be provided. LATS bus operators will take their breaks at this facility and will require a breakroom and possibly a wellness / fitness room. The bus operator breakroom will also be available to maintenance staff at the facility. Additional passenger services should include both staffed and automated services for ticketing, route planning, and general information.

Transfer centers work to improve passenger and transit system safety by moving transfer activity off the street and consolidating pedestrian activity into a controlled area. Security can be enhanced for transit riders through design elements, lighting, cameras, and other features built into the facility design like open lines of sight. Transit centers can also improve ridership by lowering waiting times while transferring between routes and shortening overall travel times. These facilities can also enhance the image and perception of public transportation within the community, which can improve ridership trends and overall customer satisfaction.

LATS want to attract people to the proposed Transfer Center beyond transit uses. Offering a mixed-use center with a multi-modal component would be an economic development plus for this type of facility and the City of Lawton. Space for Transit Oriented Development has been set to incorporate commercial shops, office space, market areas, and general services; however, none of the uses have been quantified at this time. Additionally, there is a preference for locating a police or emergency management sub-station at this location. General services provided in the transfer center include the following:

**Restrooms:** All restrooms will have ADA accessible stalls with toilet paper accessories, paper towel dispensers, baby changing stations, and sinks. The public restrooms will be in a central and easy-to-find location and have a high-impact, durable design to limit vandalism and deterioration. Family Restrooms will also be provided at each location of public restrooms.

**Waiting Areas:** The waiting areas should be in a strategic location near pickup and drop-off areas so users can see all arrivals and departures. These waiting areas should be well lit, incorporate durable seating, tables for places to work, mobile charging stations, and trash and recycling receptacles. All

modes of transportation will require Passenger Information Display Systems (PIDS) in waiting areas. Ticketing desks, self-serve kiosks, and restrooms shall be near the waiting areas and customer services.

**Transit Staff Areas:** Breakroom areas should have lockers for staff storage, a kitchen with counter tops and ample cabinet space, a microwave, refrigerator, dishwasher, coffee machine, sink, icemaker, and seating and tables for staff. These spaces should be in proximity to exterior transit loading and unloading areas and have a quiet and relaxing environment with environmental conditioning.

**Janitorial Areas:** The janitorial closets should have a mop sink, shelves for cleaning supplies, and storage carts for mobile cleaning. They should be near restrooms for janitor convenience but hidden from public spaces if possible.

**Storage Rooms:** Storage rooms should be organized to accommodate general office supplies, marketing materials, seasonal storage, etc. These spaces should be in secure areas near office space, away from building exteriors, and environmentally conditioned.

**Multi-Purpose Rooms:** The meeting rooms should have adequate electrical outlets and storage space for chairs, tables, and benches.

**Building Maintenance/Services Rooms:** The building services spaces include electrical rooms, mechanical rooms, IT rooms, fire suppression rooms, pump rooms, etc. These spaces should accommodate the necessary equipment, panels, controls, clearances and access for maintenance, replacement of parts and services. The room should be secure, have no windows, hidden from public spaces, and be environmentally conditioned.

**Operations Facility:** Facility will include offices for the day-to-day operation, restrooms lighting, electrical, landscaping, a kitchen area for the staff, inventory space for office supplies, training room, breakroom for employees, conference room and additional parking area for employees.

**Maintenance Facility:** Facility will be attached to operation's facility but will include five maintenance bays, additional pavement area for parking of buses, landscaping, lighting, fencing, restrooms. and fueling station (electrical charging station, unleaded, and diesel)

The bus wash, fueling station and bus parking lot will be separate from the Transfer Center, Operations and Maintenance Facility.



## **Anticipated Facility Project Timeline**

\* Report Disclaimer: The Downtown Transfer Center, Operations and Maintenance Facility Project is fiscally constrained and is contingent on a variety of financial assumptions coming to fruition. These assumptions evolve as better information becomes available for various investments, and projections are updated to reflect actual results. As implementation progresses, projects included in the transit master plan will continue to be studied, and new information will continue to influence their cost and timing. Additionally, overall inflation assumptions, availability of local sources of revenue, competition for federal funding for projects and successful access to capital markets will continue to influence the overall financial outlook of the transit master plan.

It is recommended that LATS seek federal funding through the Grants for Buses and Bus Facilities Competitive Program (Section 5339) to support the construction cost of the new Downtown Transfer Center and low-emission transit buses. The Low or No Emission competitive program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses as well as acquisition, construction, and leasing of required supporting facilities. The federal share in the cost of leasing or acquiring low- or no-emission bus-related equipment and facilities is 90 percent of the net project cost. The Federal share of the cost of leasing or purchasing a low or no emission transit bus is not to exceed 85 percent of the total transit bus cost.

Eligible activities for the Low or No Emission competitive program include capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. Additionally, 0.5% of a request may be for workforce development training, and an additional 0.5% may be for training at the National Transit Institute. Applicants proposing any project related to zero-emission vehicles must also spend 5% of their award on workforce development and training as outlined in their Zero-Emission Transition Plan, unless the applicant certifies that their financial need is less.

## **Projected Timeline**

The project timeline is contingent on the Grants for Buses and Bus Facilities Competitive Program (Section 5339).

### **Late February:**

- Grant application process - gathering all necessary information for the facility and vehicles. This comprehensive effort includes:
  - Documentation of facility requirements
  - Compilation of essential information for vehicles
  - Identification of specific needs for both facility and vehicles
  - Ensuring alignment with grant application criteria

### **End of March 2024:**

- Achieve 20% completion of conceptual design
- Include NEPA approval from FTA
- About NEPA:

- Environmental Impact Statement (EIS): NEPA mandates the preparation of EISs for major Federal actions significantly impacting the human environment. The EIS is a comprehensive document outlining the transportation project's development process, considering reasonable alternatives, analyzing potential impacts, and demonstrating compliance with relevant environmental laws and executive orders. The EIS process involves steps such as Notice of Intent (NOI), draft EIS, final EIS, and record of decision (ROD).
- Environmental Assessment (EA): A concise document aiding the agency's compliance with NEPA, providing evidence and analysis to determine whether an environmental impact statement or a finding of no significant impact is necessary. The EA includes discussions of the proposal's need, required alternatives, environmental impacts, and a list of consulted agencies and individuals.

**April 25th, 2024:**

- Submit grant to FTA for funding for facilities and vehicles (7 hybrid heavy-duty buses)

**Summer/Fall 2024:**

- Progress through final design and engineering

**Fall 2024:**

- Receive grant award. The City of Lawton will release an RFP for 7 heavy-duty hybrid buses.

**Fall 2025:**

- Engage in permitting and bidding activities.

**Winter 2024-Early 2025:**

- Prepare for construction.

**Spring 2025:**

- Commence construction.

**Spring 2027:**

- Complete construction and initiate occupancy

## **Fleet**

To support local air quality improvement goals, modernize its fleet, prepare for the future, and plan for new transit facilities, LATS is working to transition its fixed route and demand response fleet to zero-emission vehicles. This transition plan sets forth a path for LATS to make the shift from the current diesel and gasoline fleet to a lower-cleaner technology. LATS also has a unique opportunity to design and build a new transfer center, operations and maintenance facility that integrates battery electric infrastructure. On January 9<sup>th</sup>, 2024 the City of Lawton decided that the best way forward towards transitioning to zero-emission vehicles is to start with the following:

- 1) Apply for 7 hybrid electric vehicles
- 2) Apply for 2 on-demand full electric vehicles
- 3) Apply for 2 on-demand gas-powered vehicles

## **Workforce Development**

Demand for skilled and experienced workers will increase rapidly as new clean transportation policies and programs take effect and numerous agencies begin fleet transitions. Aligning workforce development activities with the fleet transition ensures that a qualified workforce is ready and available to support a successful deployment. Existing mechanics and operators should be either initially trained or refreshed on training as new hybrid and/or electric buses come into service. At a broad level, it is expected that all LATS technicians will be impacted to some degree by the transition from diesel buses to hybrid buses.

The existing staff of technicians will need to be evaluated to determine who already holds ASE Transit Bus certifications for Electrical/Electronic Systems (H6), or similar certifications from the automobile and heavy-truck sectors. In addition to those with standardized certifications, LATS should plan to recognize and account for training provided internally, as well as from technical schools, previous employment, and third-party training providers.

It is recommended that LATS work with the bus manufacturers and contractors to develop the criteria for foundational E/E skills and establish the baseline for deciding which workers need the additional training and in which skill area depending on workforce structure.

Maintenance staff can be classified by their expected level of training required based on job requirements:

- Basic E/E Training
- Multiplex Training
- Advanced E/E Training

LATS should consider developing E/E skills across the entire workforce of technicians with the understanding that these skills are widely transferrable and can assist in the repair of traditional buses. To ensure that the workforce scales efficiently and cost-effectively, LATS should implement training strategies that support additional zero-emission vehicle deployments in the future. This will require additional OEM-specific training.

## Operational Plan Recommendations

### Redesign of Fixed Route System

A key component of the Transit Master Plan is the proposed fixed route network. After receiving public input and completing a comprehensive review of the existing system, unmet rider needs were identified. These needs include the following:

- 1) Revamped routes to encourage more riders.
- 2) Routes that stayed on the main arterial roads that have access to sidewalks.
- 3) Limiting travel through neighborhood streets to improve reliability.
- 4) Further improved access for the public schools and businesses
- 5) Create a route system that won't be disrupted by adverse weather conditions.
- 6) Create simple options for the Night and Sunday service.

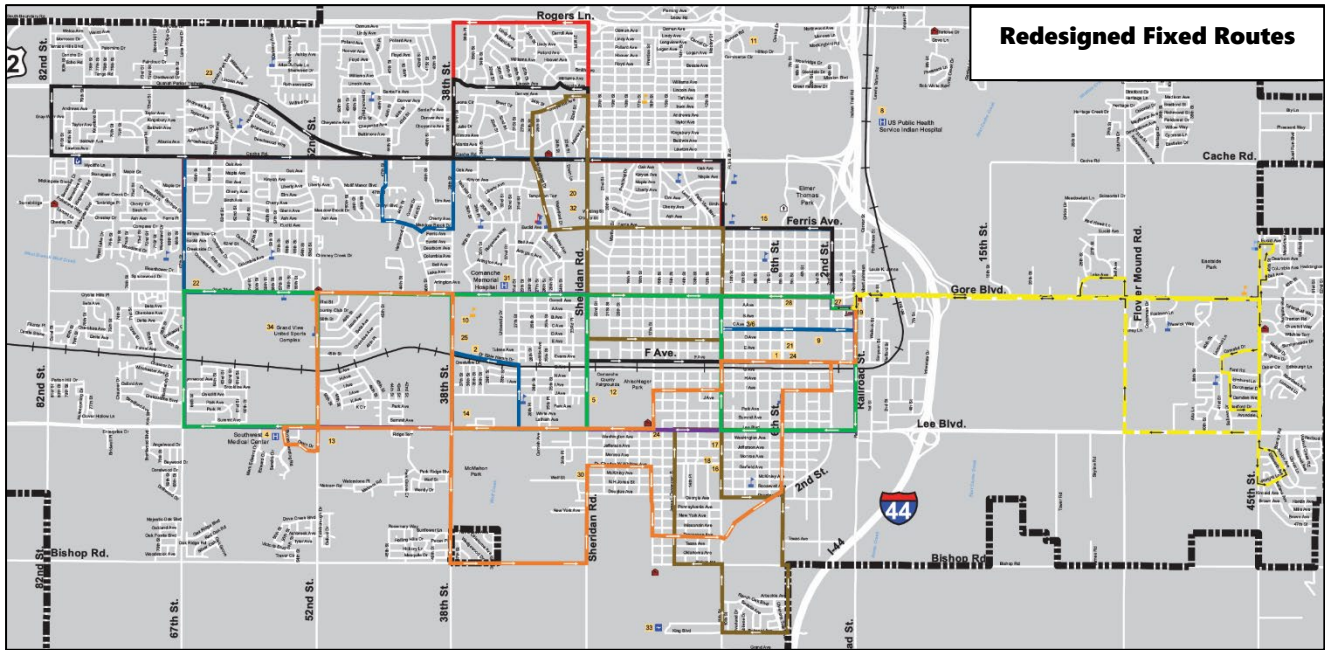
The objective of the fixed route system redesign is to improve routes and provide a foundation for future expansion. The recommended route network improves access to places riders want to go such as grocery stores, shopping centers, and recreation centers by streamlining routes and reducing inconvenient loops.

The recommended route network redesign does not require any additional buses, however, an increase of 4,500 annual service hours is required to extend service hours and operate all eight routes on Saturday and four routes on Sunday.

### Recommended Fixed Route System Span of Service

Route	Weekday		Saturday		Sunday	
	Service Hours	Frequency (Minutes)	Service Hours	Frequency (Minutes)	Service Hours	Frequency (Minutes)
Route 1	6:00am-7:00pm	60	9:00am-6:00pm	60	-	-
Route 2	6:00am-7:00pm	60	9:00am-6:00pm	60	-	-
Route 3	6:00am-10:00pm	60	9:00am-9:00pm	60	10:00am-5:00pm	60
Route 4	6:00am-10:00pm	60	9:00am-9:00pm	60	10:00am-5:00pm	60
Route 5	6:00am-10:00pm	60	9:00am-9:00pm	60	10:00am-5:00pm	60
Route 6	6:00am-7:00pm	60	9:00am-6:00pm	60	-	-
Route 7	6:00am-7:00pm	60	9:00am-6:00pm	60	-	-
Route 8 Peak	6:00am-10:00am & 2:00pm-6pm	60	9:00am-6:00pm	60	10:00am-5:00pm	60
Peak 8 Non-Peak	10:00am-2:00pm & 6:00pm-10:00pm	30	9:00am-6:00pm			

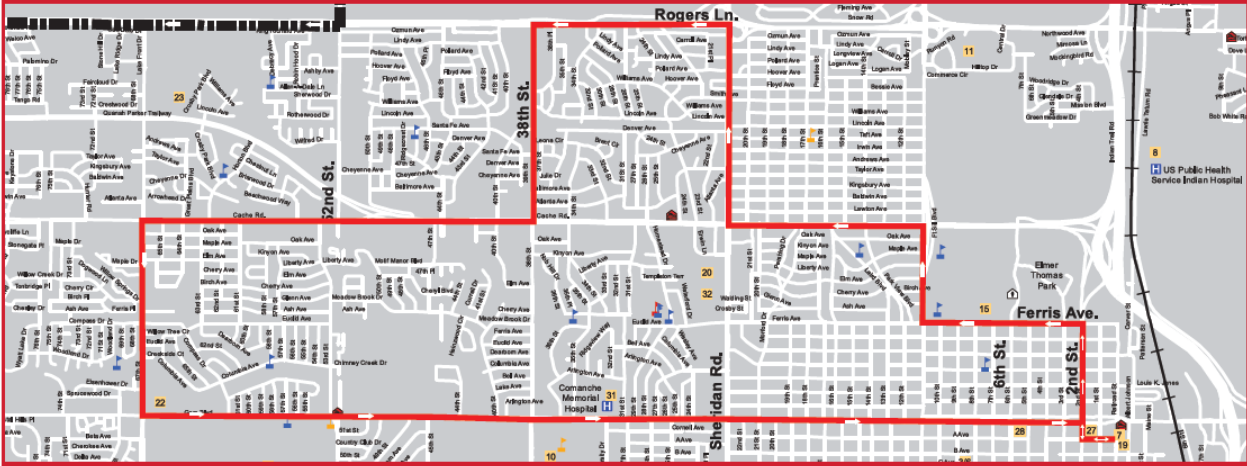
**Recommended Fixed Route System**



Route	New points of interest served by new routes.
Route 1	Eastside Haircutz, Lawton Beauty Supply, Bootleggers, Best Cleaners, Olympics Barber Shop,
Route 2	Just 4-K9s & Critters pet store, New Haven church, Allesio Apartments, Meadowbrook neighborhood
Route 3	Waynes Drive Inn, Taco Bell, McDonalds, Phillips Music Store, Sheridan Express Pharmacy
Route 4	Lawton Regional Airport, CVS, Pats Wash Tub Laundromat and car wash, Mount Calvary Baptist, Dollar General, El Rodeo Meat Market, Sixth and Lee Plaza shopping center, Lawton Community Health Center, Arandas Mexican Grill, Green Aid Society
Route 5	CVS, Pats Wash Tub Laundromat and car wash, Mount Calvary Baptist, Dollar General, El Rodeo Meat Market, Sixth and Lee Plaza shopping center, Lawton Community Health Center, Arandas Mexican Grill, Green Aid Society, Eisenhower Elementary School, Six 10 District Apartment complex, Wichita Mountain Medical, Allstate on 52nd,
Route 6	Sooner Dialysis, Dr. Aryan Kadivar Family Medicine, H2 Health, Smile Lawton, QTC Health Services, Southwestern Home Health, Weaver clinics, Physical Therapy Central, Comanche County Tag Agency
Route 7	Comanche Nation Prevention and Recovery, Women and Children shelter, Cali Burrito, Jackson Laundromat, Hungry Hearts Feeding Ministry, Merry Detty Youth, Family Promise, LPS bus barn, Oklahoma Dental Implants and Oral Surgery, Oklahoma Pet Center, Southwestern Hospital, Lawton Community Health Center, Eisenhower Elementary School, Six 10 District Apartment complex, Wichita Mountain Medical, Allstate on 52nd , Taco Bell, McMahon Baseball Park, Parkridge neighborhood Sycamore Trail Mobil Homes Park, rolling Hills Community, Bishop Elementary School
Peak 8	Eastside Pharmacy, Ten Oaks Senior Living Center, Lawton Community Health Eastside Clinic, CN Assisted Living Center, First Baptist East, Arvest Bank, Pats Car Wash

## ROUTE 1

Transfer center	15th & Cache	38th & Lincoln	Rogers Ln & 38th	Gore & 67th	Gore & Sheridan	6th & Gore	Transfer center
<b>START TIME MONDAY - FRIDAY</b>							
6:00 AM	6:10 AM	6:15 AM	6:20 AM	6:30 AM	6:40 AM	6:45 AM	6:50 AM
7:00 AM	7:10 AM	7:15 AM	7:20 AM	7:30 AM	7:40 AM	7:45 AM	7:50 AM
8:00 AM	8:10 AM	8:15 AM	8:20 AM	8:30 AM	8:40 AM	8:45 AM	8:50 AM
<b>START TIME SATURDAY</b>							
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10:00 AM	10:10 AM	10:15 AM	10:20 AM	10:30 AM	10:40 AM	10:45 AM	10:50 AM
11:00 AM	11:10 AM	11:15 AM	11:20 AM	11:30 AM	11:40 AM	11:45 AM	11:50 AM
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3:00 PM	3:10 PM	3:15 PM	3:20 PM	3:30 PM	3:40 PM	3:45 PM	3:50 PM
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<b>END TIME SATURDAY</b>							
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<b>END TIME MONDAY - FRIDAY</b>							
6:00 PM	6:10 PM	6:15 PM	6:20 PM	6:30 PM	6:40 PM	6:45 PM	6:50 PM



**Bus Shelters**

Route	Location	Status
<b>Route 1 Red</b>		
	Gore & 12th	New
	NW 38th & NW 40th	New
	EHS on Gore (West Bound)	New
	67th & Eisenhower Dr. (Across the Street)	New
	67th & Maple Dr. (Across the Street)	Existing
	67th & Oak (Apartments)	New
	Old Cache Road Cinemas	Existing
	Camden Apartments	New
	Sheridan & Smith Ave	New
	2nd & Arlington	New
	7th & Cache	New
	LHS	New
	7th & Ferris	New
	2nd & Arlington	New

## ROUTE 2

Transfer Center	Sheridan & Gore	LC Hamm & 38th	EHS	47th & Cache	Cache & 11th	Ferris & 2nd	Transfer Center
<b>START TIME MONDAY - FRIDAY</b>							
6:00 AM	6:10 AM	6:15 AM	6:25 AM	6:35 AM	6:40 AM	6:45 AM	6:50 AM
7:00 AM	7:10 AM	7:15 AM	7:25 AM	7:35 AM	7:45 AM	7:45 AM	7:50 AM
8:00 AM	8:10 AM	8:15 AM	8:25 AM	8:35 AM	8:45 AM	8:45 AM	8:50 AM
<b>START TIME SATURDAY</b>							
9:00 AM	9:10 AM	9:15 AM	9:25 AM	9:35 AM	9:45 AM	9:45 AM	9:50 AM
10:00 AM	10:10 AM	10:15 AM	10:25 AM	10:35 AM	10:45 AM	10:45 AM	10:50 AM
11:00 AM	11:10 AM	11:15 AM	11:25 AM	11:35 AM	11:45 AM	11:45 AM	11:50 AM
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**Bus Shelters**

Route	Location	Status
<b>Route 2 Blue</b>		
	City Hall (West Bound)	New
	Gore & 12th	New
	J Ave & Sheridan	New
	Department of Human Services	Existing
	SW 27th & Cleveland Elementary	New
	Cameron University (LC Hamm)	Existing
	38th & McMahon Field	New
	40th & Gore	New
	Country Club View Apartments	Existing
	67th & Eisenhower Dr. (Across the Street)	New
	67th & Maple Dr. (Across the Street)	Existing
	67th & Oak (Apartments)	New
	61st & Cache (All American Car Wash)	New
	Old Cache Road Cinemas	Existing
	47th & Alessio Apartments	New
	38th Kids Zone Greer Park	Existing
	Pershing Dr & Cache	New
	City Hall (East Bound)	New

## ROUTE 3

Transfer center	11th & Cache	38th & Cache	Walmart Quannah	82nd & Cache	Sheridan & Cache	Transfer Center
<b>START TIME MONDAY - FRIDAY</b>						
6:00 AM	6:10 AM	6:20 AM	6:25 AM	6:30 AM	6:40 AM	6:50 AM
7:00 AM	7:10 AM	7:20 AM	7:25 AM	7:30 AM	7:40 AM	7:50 AM
8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:30 AM	8:40 AM	8:50 AM
<b>START TIME SATURDAY</b>						
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<b>START TIME SUNDAY</b>						
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<b>END TIME SUNDAY</b>						
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<b>END TIME SATURDAY</b>						
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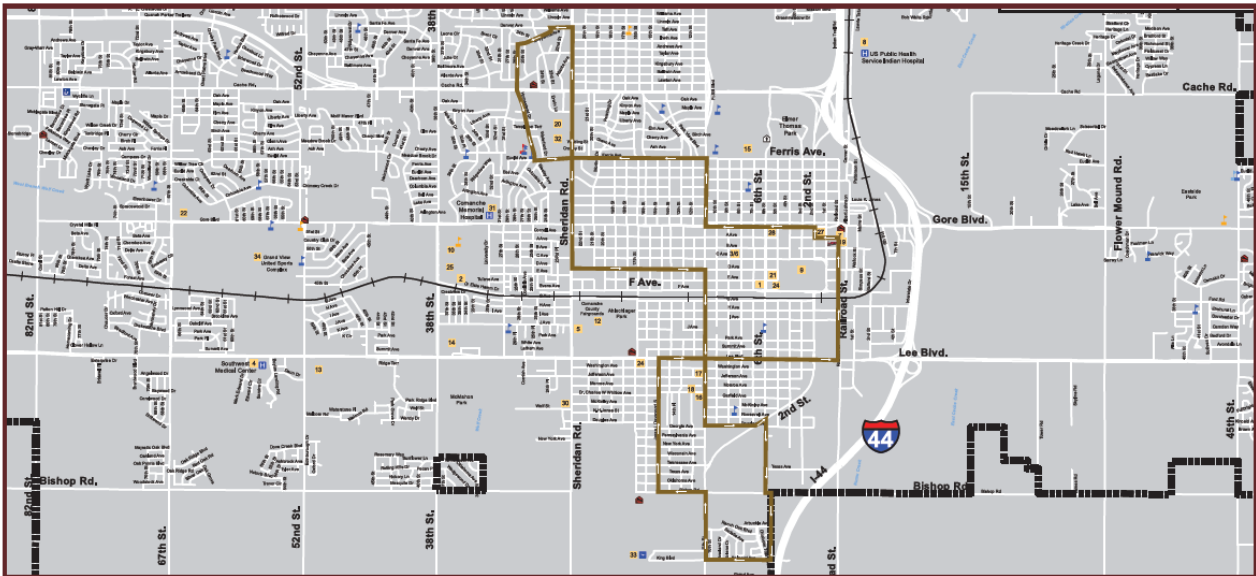


**Bus Shelters**

<b>Route</b>	<b>Location</b>	<b>Status</b>
<b>Route 3 Black</b>		
	7th & Ferris	Existing
	14th & Cache	New
	Sheridan & Smith Ave	New
	NW 38th & NW 40th	New
	Quannah Parker Walmart	Existing
	Quannah & Terrace Hills	New
	82nd Shopping Center	New
	Dollar Tree on 6748 NW Cache	Existing
	61st & Cache (All American Car Wash)	New
	Old Cache Road Cinemas	Existing
	EZ Go 3160 NW Cache	New
	Golden Corral	New
	Sheridan Rd Walmart	Existing
	Ross Dress for Less on Sheridan	Existing
	Sheridan & E Ave	New
	F Ave & 15th	Existing
	F Ave & 7th	New

## ROUTE 4

Transfer Center	Sheridan & Ferris	Sheridan & Denver	Life Readiness Center	Sheridan & D ave	11th & Douglas	Jesse Davenport & Lee	Transfer Center
<b>START TIME MONDAY - FRIDAY</b>							
6:00 AM	6:15 AM	6:20 AM	6:25 AM	6:30 AM	6:40 AM	6:45 AM	6:50 AM
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<b>START TIME SATURDAY</b>							
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<b>START TIME SUNDAY</b>							
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<b>END TIME SUNDAY</b>							
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<b>END TIME SATURDAY</b>							
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**Bus Shelters**

<b>Route</b>	<b>Location</b>	<b>Status</b>
<b>Route 4 Brown</b>		
	LRC	Existing
	Goodwill on Ferris	New
	Ross Dress for Less on Sheridan	Existing
	11th & I Ave	New
	Unemployment Office	Existing
	9th & Douglas	New
	Bishop & 6th	Existing
	6th & Arbuckle	New
	Belmont & Abilene	New
	Ranch Oraks & 11th Ave	New
	Jesse Davenport & Wisconsin	New
	Lee & 14th (Across from Discount Foods)	New
	CVS on Lee	New

## ROUTE 5

Transfer Center	11th & Gore	38th & Gore	52nd & Lee	67th & Gore	Gore & Sheridan	Transfer Center
<b>START TIME MONDAY - FRIDAY</b>						
6:00 AM	6:10 AM	6:20 AM	6:30 AM	6:35 AM	6:45 AM	6:50 AM
7:00 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:50 AM
8:00 AM	8:10 AM	8:20 AM	8:30 AM	8:35 AM	8:45 AM	8:50 AM
<b>START TIME SATURDAY</b>						
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<b>START TIME SUNDAY</b>						
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11:00 AM	11:10 AM	11:20 AM	11:30 AM	11:35 AM	11:45 AM	11:50 AM
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<b>END TIME SUNDAY</b>						
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<b>END TIME SATURDAY</b>						
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<b>END TIME MONDAY - FRIDAY</b>						
9:00 PM	9:10 PM	9:20 PM	9:30 PM	9:35 PM	9:45 PM	9:50 PM

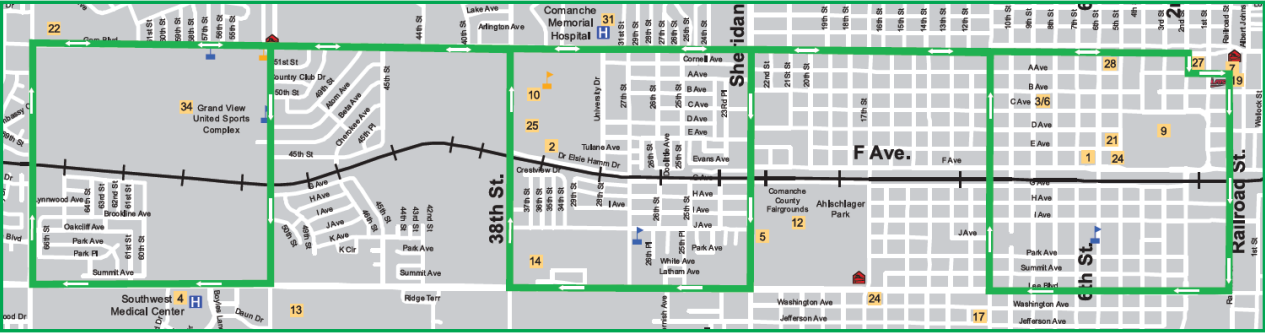


**Bus Shelters**

Route	Location	Status
Route 5 Purple		
	11th & I Ave	New
	Discount Foods	New
	Comanche County Health	Existing
	Burger King	New
	24th & Gore	New
	Comanche County Memorial	Existing
	Neighborhood Walmart on Lee	New
	BZ Distributors Gas Station	New
	District Six Ten Apartments (North Bound)	New
	EHS on Gore (West Bound)	New
	6401 W Gore	New
	Southwestern Hospital	Existing
	Great Plains Tech. Center	Existing
	Taco Bell (Across from Walmart)	New
	2608 SW Lee (Across from Department of Human Services)	New
	Lee & 14th (Across from Discount Foods)	New
	CVS on Lee	New

## ROUTE 6

Transfer Center	Lee & 11th	Gore & Sheridan	38th & Lee	52nd & Gore	67th & Lee	38th & Lee	11th & Lee	Transfer Center
<b>START TIME MONDAY - FRIDAY</b>								
6:00 AM	6:10 AM	6:15 AM	6:25 AM	6:30 AM	6:35 AM	6:40 AM	6:45 AM	6:50 AM
7:00 AM	7:10 AM	7:15 AM	7:25 AM	7:30 AM	7:35 AM	7:40 AM	7:45 AM	7:50 AM
8:00 AM	8:10 AM	8:15 AM	8:25 AM	8:30 AM	8:35 AM	8:40 AM	8:45 AM	8:50 AM
<b>START TIME SATURDAY</b>								
9:00 AM	9:10 AM	9:15 AM	9:25 AM	9:30 AM	9:35 AM	9:40 AM	9:45 AM	9:50 AM
10:00 AM	10:10 AM	10:15 AM	10:25 AM	10:30 AM	10:35 AM	10:40 AM	10:45 AM	10:50 AM
11:00 AM	11:10 AM	11:15 AM	11:25 AM	11:30 AM	11:35 AM	11:40 AM	11:45 AM	11:50 AM
12:00 PM	12:10 PM	12:15 PM	12:25 PM	12:30 PM	12:35 PM	12:40 PM	12:45 PM	12:50 PM
1:00 PM	1:10 PM	1:15 PM	1:25 PM	1:30 PM	1:35 PM	1:40 PM	1:45 PM	1:50 PM
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3:00 PM	3:10 PM	3:15 PM	3:25 PM	3:30 PM	3:35 PM	3:40 PM	3:45 PM	3:50 PM
4:00 PM	4:10 PM	4:15 PM	4:25 PM	4:30 PM	4:35 PM	4:40 PM	4:45 PM	4:50 PM
<b>END TIME SATURDAY</b>								
5:00 PM	5:10 PM	5:15 PM	5:25 PM	5:30 PM	5:35 PM	5:40 PM	5:45 PM	5:50 PM
<b>END TIME MONDAY - FRIDAY</b>								
6:00 PM	6:10 PM	6:15 PM	6:25 PM	6:30 PM	6:35 PM	6:40 PM	6:45 PM	6:50 PM





**Bus Shelters**

Route	Location	Status
<b>Route 6 Green</b>		
	11th & I Ave	New
	Gore & 12th	New
	Sheridan & E Ave	New
	J Ave & Sheridan	New
	Department of Human Services	Existing
	Neighborhood Walmart on Lee	New
	Taliferro on 38th & L C Hamm	New
	38th & McMahon Field	New
	40th & Gore	New
	Country Club View Apartments	Existing
	EHS on 52nd	New
	District Six Ten Apartments (South Bound)	New
	EHS on Gore (East Bound)	New
	Cameron University on Gore	Existing
	Gore & 9th (Cash Saver)	New

## ROUTE 7

Transfer Center	F ave & 11th	52nd & Lee	52nd & Gore	Sheridan & Bishop	Charles Whitlow & 17th	6th & Lee	Transfer Center
<b>START TIME MONDAY - FRIDAY</b>							
6:00 AM	6:05 AM	6:15 AM	6:20 AM	6:30 AM	6:35 AM	6:40 AM	6:45 AM
7:00 AM	7:05 AM	7:15 AM	7:20 AM	7:30 AM	7:35 AM	7:40 AM	7:45 AM
8:00 AM	8:05 AM	8:15 AM	8:20 AM	8:30 AM	8:35 AM	8:40 AM	8:45 AM
<b>START TIME SATURDAY</b>							
9:00 AM	9:05 AM	9:15 AM	9:20 AM	9:30 AM	9:35 AM	9:40 AM	9:45 AM
10:00 AM	10:05 AM	10:15 AM	10:20 AM	10:30 AM	10:35 AM	10:40 AM	10:45 AM
11:00 AM	11:05 AM	11:15 AM	11:20 AM	11:30 AM	11:35 AM	11:40 AM	11:45 AM
12:00 PM	12:05 PM	12:15 PM	12:20 PM	12:30 PM	12:35 PM	12:40 PM	12:45 PM
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2:00 PM	2:05 PM	2:15 PM	2:20 PM	2:30 PM	2:35 PM	2:40 PM	2:45 PM
3:00 PM	3:05 PM	3:15 PM	3:20 PM	3:30 PM	3:35 PM	3:40 PM	3:45 PM
4:00 PM	4:05 PM	4:15 PM	4:20 PM	4:30 PM	4:35 PM	4:40 PM	4:45 PM
<b>END TIME SATURDAY</b>							
5:00 PM	5:05 PM	5:15 PM	5:20 PM	5:30 PM	5:35 PM	5:40 PM	5:45 PM
<b>END TIME MONDAY - FRIDAY</b>							
6:00 PM	6:05 PM	6:15 PM	6:20 PM	6:30 PM	6:35 PM	6:40 PM	6:45 PM

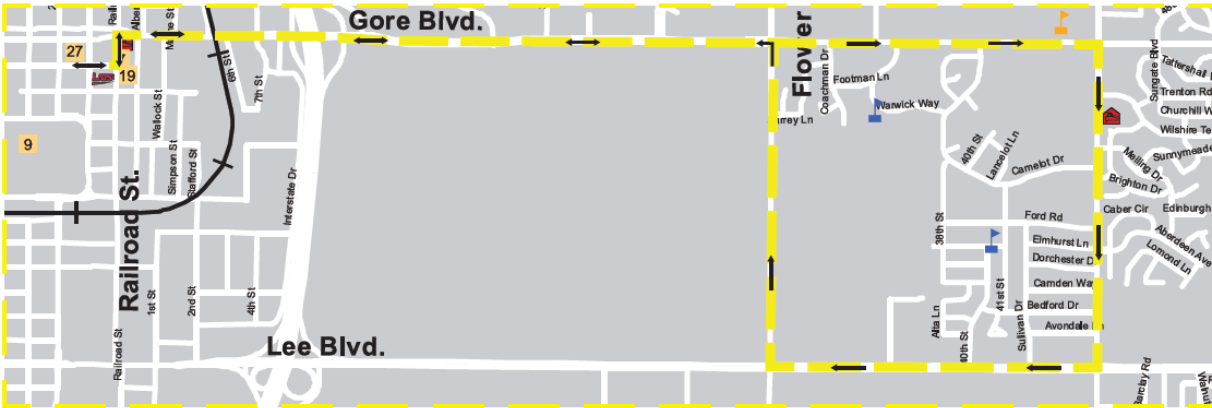


**Bus Shelters**

Route	Location	Status
<b>Route 7 Orange</b>		
	7th & F Ave	New
	11th & I Ave	New
	Department of Human Services	Existing
	Neighborhood Walmart on Lee	New
	BZ Distributors Gas Station	New
	SW Boyles Landing Rd SW Hospital	New
	District Six Ten Apartments (North Bound)	New
	Neighborhood Walmart on Lee (South Bound)	New
	Grandview Sports Complex on 38th	New
	Bishop Schools	New
	Sanders Heights Apartments on Tennessee	New

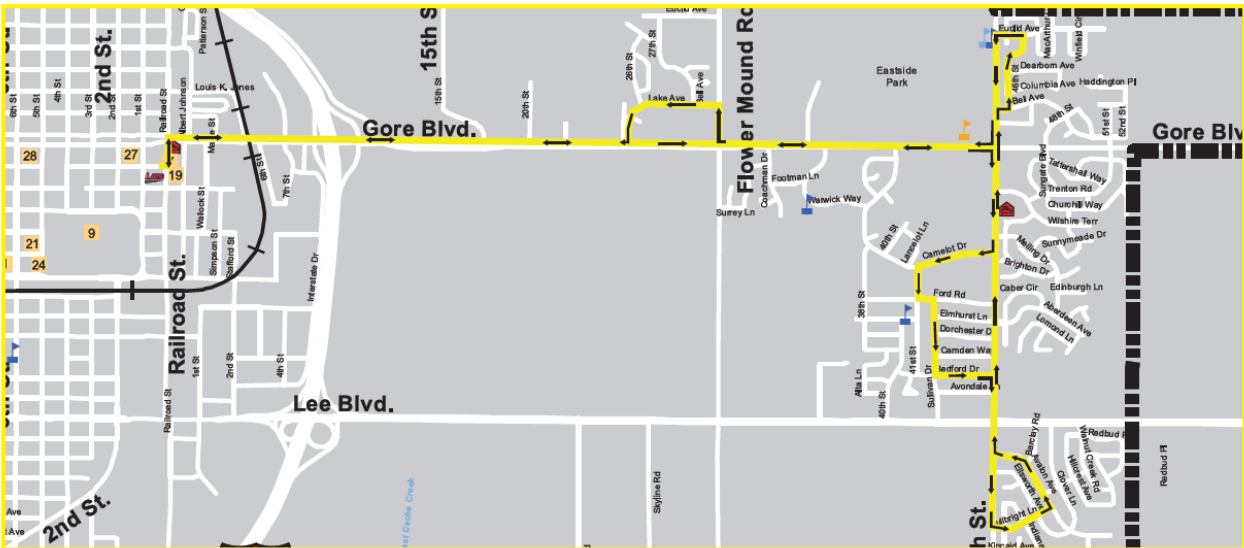
**ROUTE 8 NON- Peak**

Transfer Center	Apache Casino	Gore & 45th	Lee & Flowermound	Flowermound & Gore	Transfer Center
<b>START TIME MONDAY - FRIDAY</b>					
6:00 AM	6:10 AM	6:15 AM	6:20 AM	6:25 AM	6:30 AM
7:00 AM	7:10 AM	7:15 AM	7:20 AM	7:25 AM	7:30 AM
8:00 AM	8:10 AM	8:15 AM	8:20 AM	8:25 AM	8:30 AM
<b>START TIME SATURDAY</b>					
9:00 AM	9:10 AM	9:15 AM	9:20 AM	9:25 AM	9:30 AM
<b>START TIME SUNDAY</b>					
10:00 AM	10:10 AM	10:15 AM	10:20 AM	10:25 AM	10:30 AM
11:00 AM	11:10 AM	11:15 AM	11:20 AM	11:25 AM	11:30 AM
12:00 PM	12:10 PM	12:15 PM	12:20 PM	12:25 PM	12:30 PM
1:00 PM	1:10 PM	1:15 PM	1:20 PM	1:25 PM	1:30 PM
2:00 PM	2:10 PM	2:15 PM	2:20 PM	2:25 PM	2:30 PM
3:00 PM	3:10 PM	3:15 PM	3:20 PM	3:25 PM	3:30 PM
<b>END TIME SUNDAY</b>					
4:00 PM	4:10 PM	4:15 PM	4:20 PM	4:25 PM	4:30 PM
<b>END TIME SATURDAY</b>					
5:00 PM	5:10 PM	5:15 PM	5:20 PM	5:25 PM	5:30 PM
6:00 PM	6:10 PM	6:15 PM	6:20 PM	6:25 PM	6:30 PM
7:00 PM	7:10 PM	7:15 PM	7:20 PM	7:25 PM	7:30 PM
8:00 PM	8:10 PM	8:15 PM	8:20 PM	8:25 PM	8:30 PM
<b>END TIME MONDAY - FRIDAY</b>					
9:00 PM	9:10 PM	9:15 PM	9:20 PM	9:25 PM	9:30 PM



## ROUTE 8 Peak

Transfer Center	Apache Casino	Bedford & 45th St.	Fulbright & Avalon	MHS	Gore & Lake	Comanche Casino	Transfer Center
<b>START TIME MONDAY - FRIDAY</b>							
6:00 AM	6:10 AM	6:20 AM	6:25 AM	6:35 AM	6:40 AM	6:50 AM	6:55 AM
7:00 AM	7:10 AM	7:20 AM	7:25 AM	7:35 AM	7:40 AM	7:50 AM	7:55 AM
8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:35 AM	8:40 AM	8:50 AM	8:55 AM
<b>START TIME SATURDAY</b>							
9:00 AM	9:10 AM	9:20 AM	9:25 AM	9:35 AM	9:40 AM	9:50 AM	9:55 AM
<b>START TIME SUNDAY</b>							
10:00 AM	10:10 AM					10:50 AM	10:55 AM
11:00 AM	11:10 AM					11:50 AM	11:55 AM
12:00 PM	12:10 PM					12:50 PM	12:55 PM
1:00 PM	1:10 PM					1:50 PM	1:55 PM
2:00 PM	2:10 PM	2:20 PM	2:25 PM	2:35 PM	2:40 PM	2:50 PM	2:55 PM
3:00 PM	3:10 PM	3:20 PM	3:25 PM	3:35 PM	3:40 PM	3:50 PM	3:55 PM
<b>END TIME SUNDAY</b>							
4:00 PM	4:10 PM	4:20 PM	4:25 PM	4:35 PM	4:40 PM	4:50 PM	4:55 PM
<b>END TIME SATURDAY</b>							
5:00 PM	5:10 PM	5:20 PM	5:25 PM	5:35 PM	5:40 PM	5:50 PM	5:55 PM
<b>END TIME MONDAY - FRIDAY</b>							
6:00 PM	6:10 PM	6:20 PM	6:25 PM	6:35 PM	6:40 PM	6:50 PM	6:55 PM



**Bus Shelters**

Route	Location	Status
<b>Route 8 Yellow (Peak &amp; Non-Peak)</b>		
	Comanche Casino on Gore	New
	Apache Casino	Existing
	NE 34th & E Gore	New
	SE Camelot	Existing
	SE 45th & Dollar General	Existing
	SE 45th & Bedford (Non-Peak)	New
	Flower Mound (Before NW Lake - Peak)	New
	Braum's	Existing
	NE Maine St & Gore	New

## Financial Plan

### OPERATIONAL COSTS

An hourly rate of \$100 is assumed for each hour of contracted fixed-route and paratransit service. This hourly rate also includes costs for maintenance to be performed on the vehicles.

#### Projected Fixed-Route and Paratransit Operational Capital Costs

Phase	Fixed-Route Annual Hours	Paratransit and Ft. Sill Shuttle Annual Hours	Total Hours	Total Cost
1) Existing Service	24,700	12,000	36,700	\$3,679,088
2) Existing Service with new routes	23,500	12,000	35,500	\$3,550,000
3) Night Service	3,700	1,800	5,500	\$550,000
4) Sunday Service	1500	750	2250	\$225,000
5) Additional Micro Transit service to industrial park		2,200	2,200	\$220,000

*\*The existing service with new routes is lower because the new system would consist of 8 routes instead of the current 9 routes. However, the routes would run from 6:00 am till 7:00 pm with all 8 routes running. The current service has peak and off-peak service where the clockwise routes will not run from 9:00 am till 2:00 pm.*

## CAPITAL COSTS

### Fleet Replacement

The following information will detail the fleet replacement schedule and costs associated with the current and future services.

- New 35' buses to replace retiring fixed routes buses.
- New cutaways or vans to replace retiring paratransit and Ft. Sill shuttle vehicles.
- New cutaways, vans, or cars for the upgrading of new services for new micro-transit services

### Projected Fleet Replacement Costs

Asset Category	Asset Type	Fleet Group	Fleet Size	Fleet Group Age	Useful Life Benchmark	2024		2025		2026		2027		2028	
						Quantity	Cost in \$2024	Quantity	Cost in \$2025	Quantity	Cost in \$2026	Quantity	Cost in \$2027	Quantity	Cost in \$2028
LATS Revenue Vehicles	Bus	Gillig 2010	5	14	14	0	\$0.00	0	\$0.00	2	\$1,049,064.00	3	\$1,620,804.00	0	\$0.00
		Gillig 2011	1	13	14	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$750,000.00
		Gillig 2012	1	12	14	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$750,000.00
		Gillig 2017	3	7	14	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
		Gillig 2018	3	6	14	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Van	Dodge Promaster 2017	1	7	8	0	\$0.00	0	\$0.00	1	\$114,913.00	0	\$0.00	0	\$0.00
		Dodge Promaster 2018	4	6	8	0	\$0.00	0	\$0.00	1	\$114,913.00	1	\$114,913.00	2	\$229,826.00
		Chevy Arboc 2011	1	13	8	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Minivan	Dodge Caravan 2012	1	12	8	0	\$0.00	1	\$35,000.00	0	\$0.00	0	\$0.00	0	\$0.00
		Chevy Uplander 2011	1	13	8	0	\$0.00	1	\$0.00	1	\$35,000.00	0	\$0.00	0	\$0.00
		Dodge Grand Caravan 2019	1	5	8	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
		VPG MV-1 2012	1	12	8	0	\$0.00	1	\$0.00	1	\$90,000.00	0	\$0.00	0	\$0.00
Automobile	Chevy Traverse 2020	1	4	8	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
LATS Equipment	Non-Revenue Service Vehicle	GMC Shop Truck 2009	1	15	8	0	\$0.00	1	\$81,216.00	0	\$0.00	0	\$0.00	0	\$0.00
		Dodge 1500 - 2003	2	21	8	0	\$0.00	2	\$61,824.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>Replacement Cost per Year</b>						<b>\$0.00</b>	<b>\$178,040.00</b>	<b>\$1,403,890.00</b>	<b>\$1,735,717.00</b>	<b>\$1,729,826.00</b>					

Cost data for these calculations comes from the Bureau of Labor Statistics' Consumer Price Index (CPI)

### Additional information regarding fleet

- 1) RFP process will start in fall of 2024 as long as federal funds are awarded. The building of the buses will take at least 1.5 to 2 years.
- 2) All the vans, minivans, automobiles, and non-service vehicles are on state contract, so we don't have to go through an RFP process. However, delivery of vehicles ranges from 3 to 6 months depending on type of vehicle.
- 3) All prices are estimates from 2024, prices may increase or decrease by the time the RFP and award are given at the end of 2024. However, based on 2024 numbers an estimated price for a 35' low-floor, heavy-duty hybrid electric bus, which has an average life span of 12 years would be about \$750,000, and a cutaway, light-duty bus, which has an average life span of 7 years would be \$120,000.



### Bus Stop Amenities

The recommended redesign of the fixed route system requires the installation of 83 new bus stops. A typical unit cost of \$1,000 is assumed bus stop. This cost includes a pole, signage, and minor concrete flatwork.

Since the new routes in the future will require the addition of new bus stops, it is also recommended that the City of Lawton also invest in city-owned benches & shelters. There are about 15-20 locations that would benefit from additional passenger amenities. An average for a shelter would be around \$10,000 and a bench about \$5,000. This cost would cover the purchase and installation of these amenities.

Additionally, we recommend that the City of Lawton also takes complete control of all bus stops, benches, and shelters, both new and old. Currently, an advertising firm manages these stops. However, LATS does the day-to-day maintenance of all stops including the weeding and mowing, while the advertising firm is responsible for the shelters and benches if they are damaged.

Phase	New Bus Stops	Bus Stop Cost	New Shelters	Shelter cost	New benches	Benches Cost	Total Cost
Existing Service with new routes	83	\$83,000	5	\$50,000	15	\$75,000	\$208,000

## Existing Funding Sources

<u>Funding Source</u>	<u>Description</u>	<u>FTA Share</u>
FTA Section 5307 and 5339 Formula Funds	Funding for transit capital and operating assistance.	Not to exceed 80% of the net project cost for capital expenditures.  Not to exceed 50% of the net project cost of operating assistance.
ODOT Public Transit Revolving Funds	Funding for establishing, expanding, improving, and maintaining rural and urban public transit services.	Must spend 50% of the award on services for the elderly and disabled persons.
Coronavirus Aid, Relief, and Economic Security (CARES) Act	Funding to support operating, capital, and planning expenses to prevent, prepare for, and respond to COVID-19.	No match is required.
American Rescue Plan (ARP) Act	Funding to support operating, capital, and planning expenses to prevent, prepare for, and respond to COVID-19.	No match is required.
Local Funding	Funding is allocated from the City General Fund and Capital Fund to support transit operations and capital expenditures.  Funding allocated from City of Lawton Sales Tax (2016 & 2019)	N/A

## Potential Funding Sources

<u>Funding Source</u>	<u>Description</u>	<u>FTA Share</u>
FTA Section 5339 Bus and Bus Facilities Discretionary Program	Funding for replacement, purchase, or rehabilitation of buses, bus-related equipment, and bus facilities.	Not to exceed 80% of the net project cost for capital expenditures.
FTA 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Formula Funds	Funding to improve mobility and remove barriers to transportation for seniors.	Not to exceed 80% of the net project cost for capital expenditures.  Not to exceed 50% of the net project cost of operating assistance.
FTA 5339 Low or No Emissions Bus Discretionary Program	Funding for replacement, purchase, or rehabilitation of buses, bus-related equipment, and bus facilities.	Not to exceed 80% of the net project cost for capital expenditures.
Accelerating Innovative Mobility	Accelerating Innovative Mobility (AIM) will highlight FTA's commitment to support and advance innovation in the transit industry.	Not to exceed 80% of the net project cost for capital expenditures.
Better Utilizing Investments to Leverage Development (BUILD) Transportation Grants Program (formerly TIGER)	US DOT's Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program funds investments in transportation infrastructure, including transit.	Not to exceed 80% of the net project cost for capital expenditures.
Flexible Funding Programs - Congestion Mitigation and Air Quality Program - 23 USC 149	CMAQ provides funding to areas in nonattainment or maintenance for ozone, carbon monoxide, and/or particulate matter.	Not to exceed 80% of the net project cost for capital expenditures.

## STAFFING

### Operations

Additional staffing for the day-to-day operation has already commenced within the LATS organization with the additions of the following jobs.

- 1) Customer service Representative
- 2) Mobility Manager
- 3) Travel trainer
- 4) Dispatchers for the new Tripspark software for the fixed route and on-demand services.
- 5) Human Resources and Organizational Development
- 6) Supervisors

Staffing will expand with the new services if approved by the City Transit Trust. This will include the following:

- 1) Drivers – This will include CDL (commercial driver’s licenses are required to drive the fixed route vehicles) operators and non-CDL operators
- 2) Dispatchers
- 3) Supervisors
- 4) EEO officer – once a business goes over 50 employees an EEO officer is required by law.

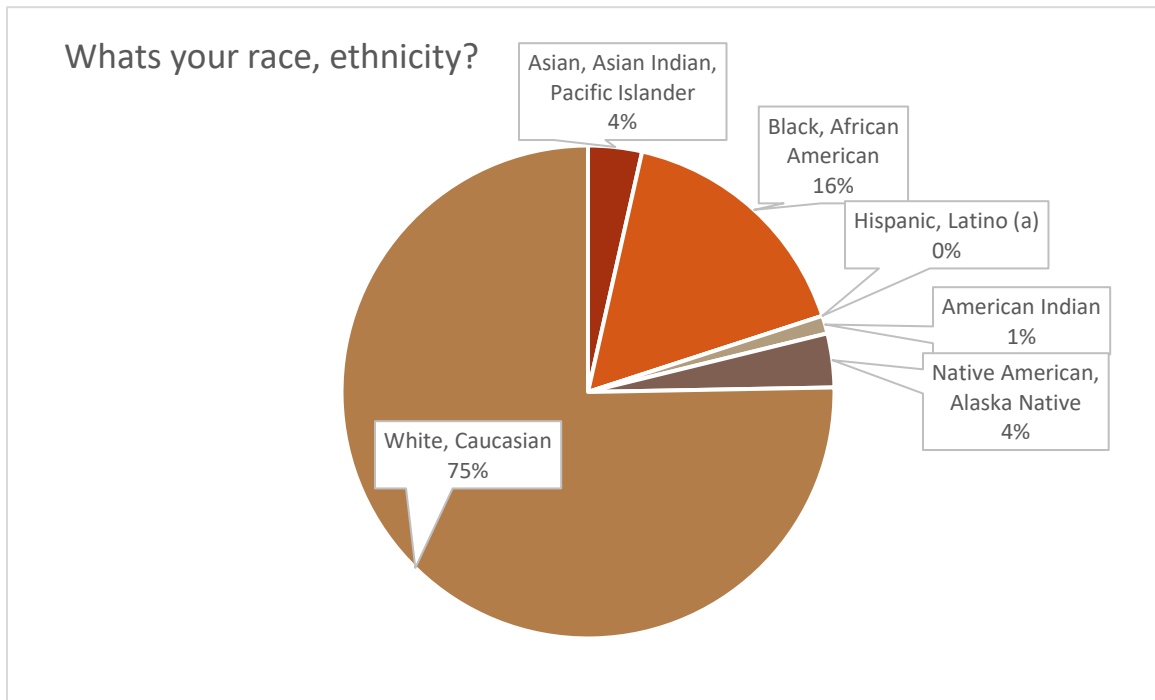
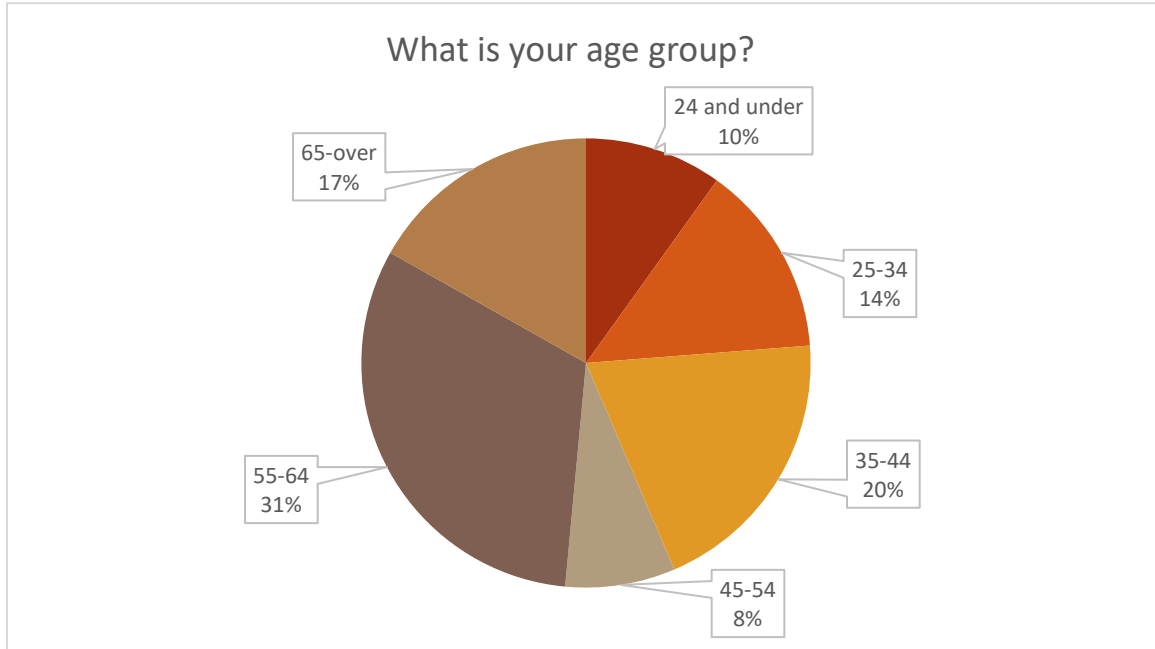
### Maintenance

The Current fleet staff currently can maintain the existing services, however as the age of the vehicles continues to climb without the influx of new equipment, the staff will struggle. With that said additional mechanics are recommended to help maintain the aging fleet until new vehicles can be purchased. It is also recommended that the LATS increase mechanics if additional services are added.

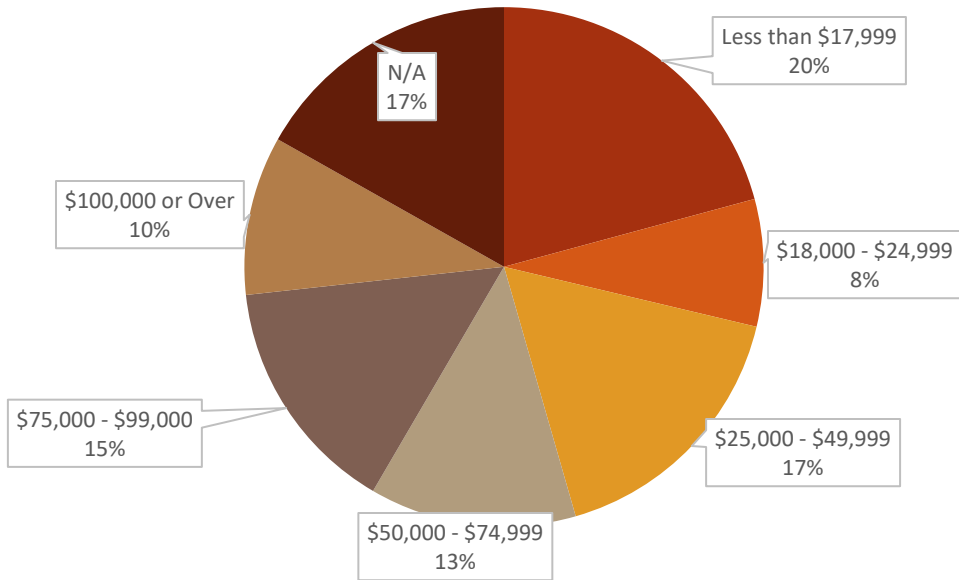


## Appendix A

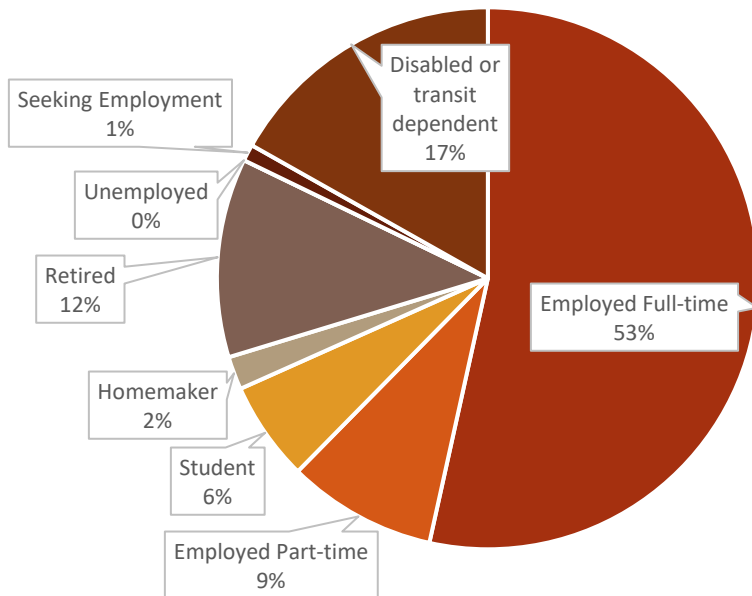
A community survey was posted on the Lawton Area Transit Website in June 2020. The online survey was provided in English and Spanish. Survey results are posted below:

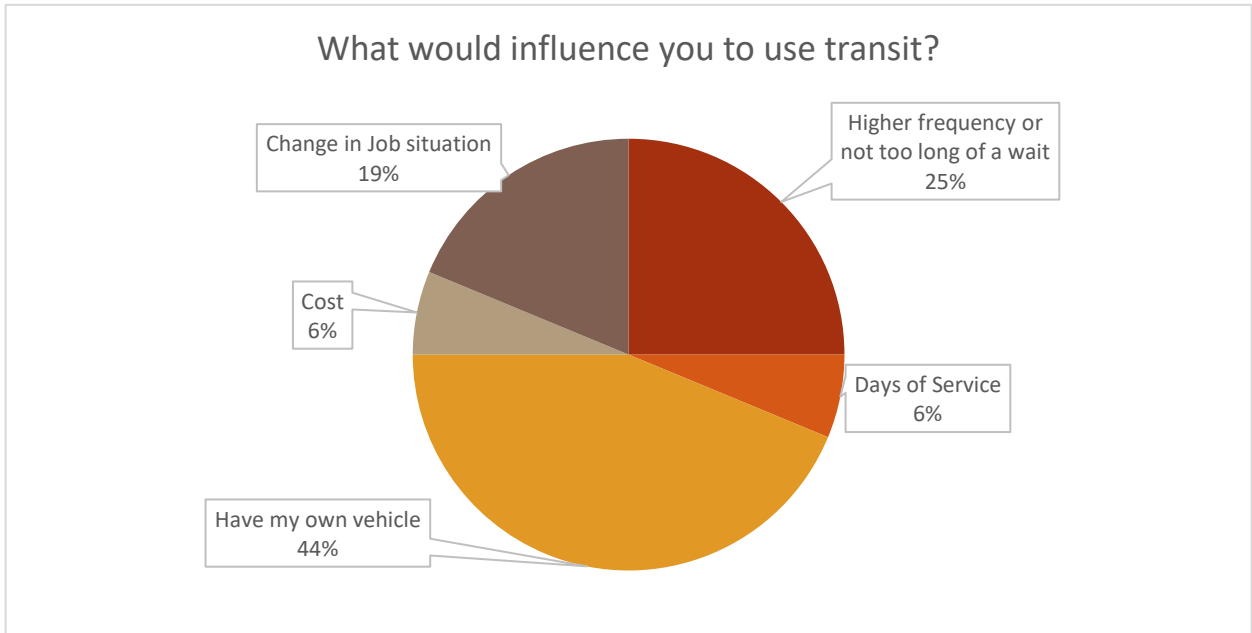
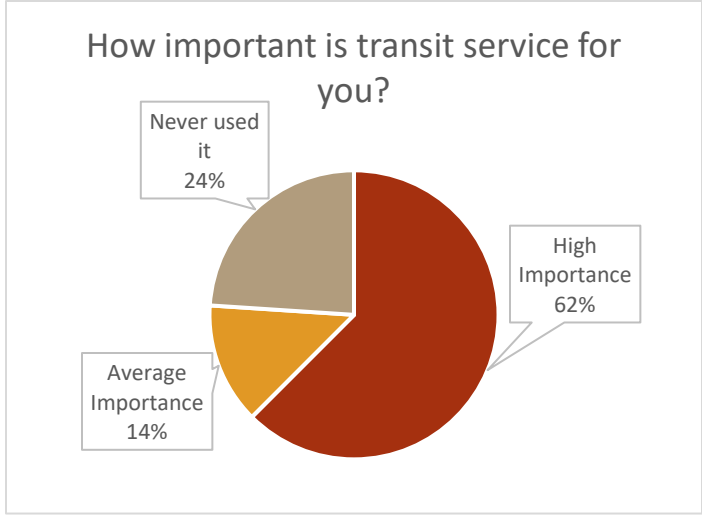
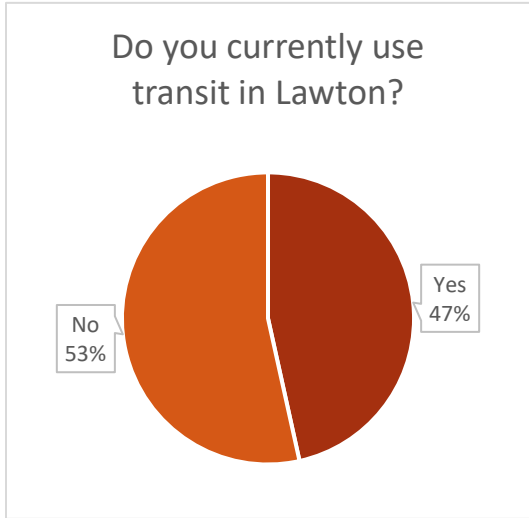


### What is your total household income?

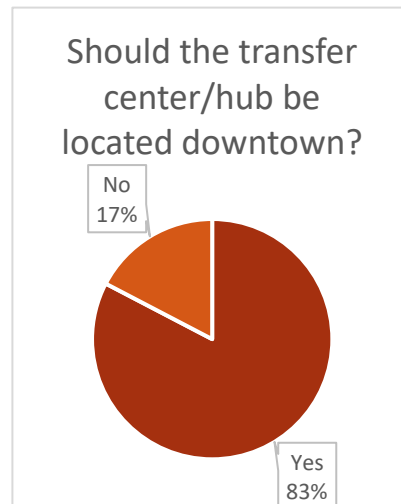
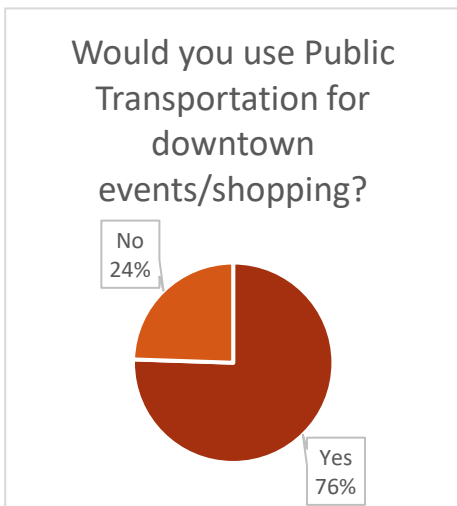
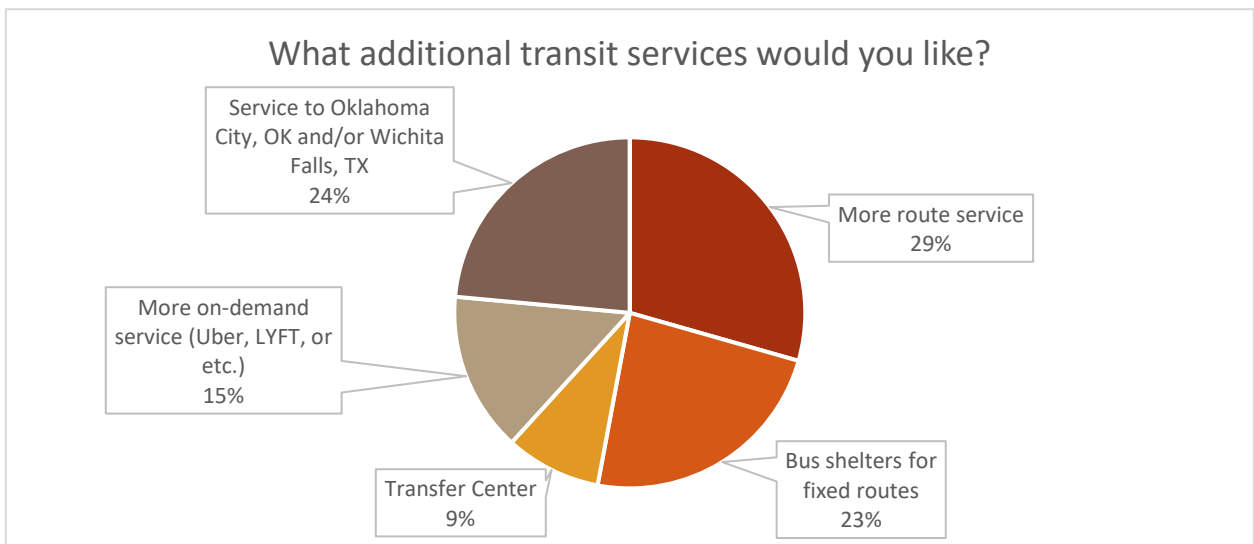
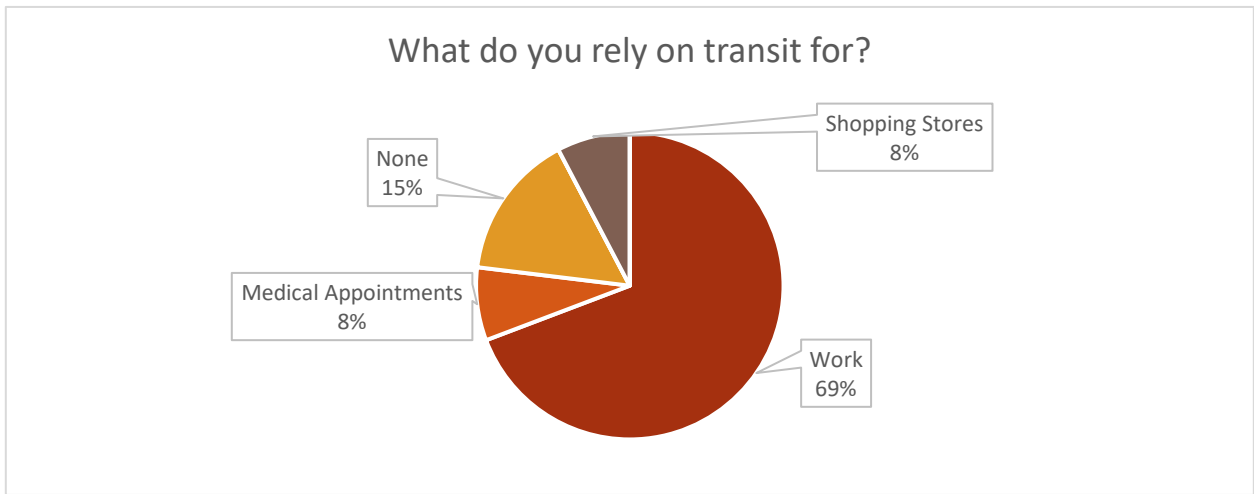


### What is your current status?



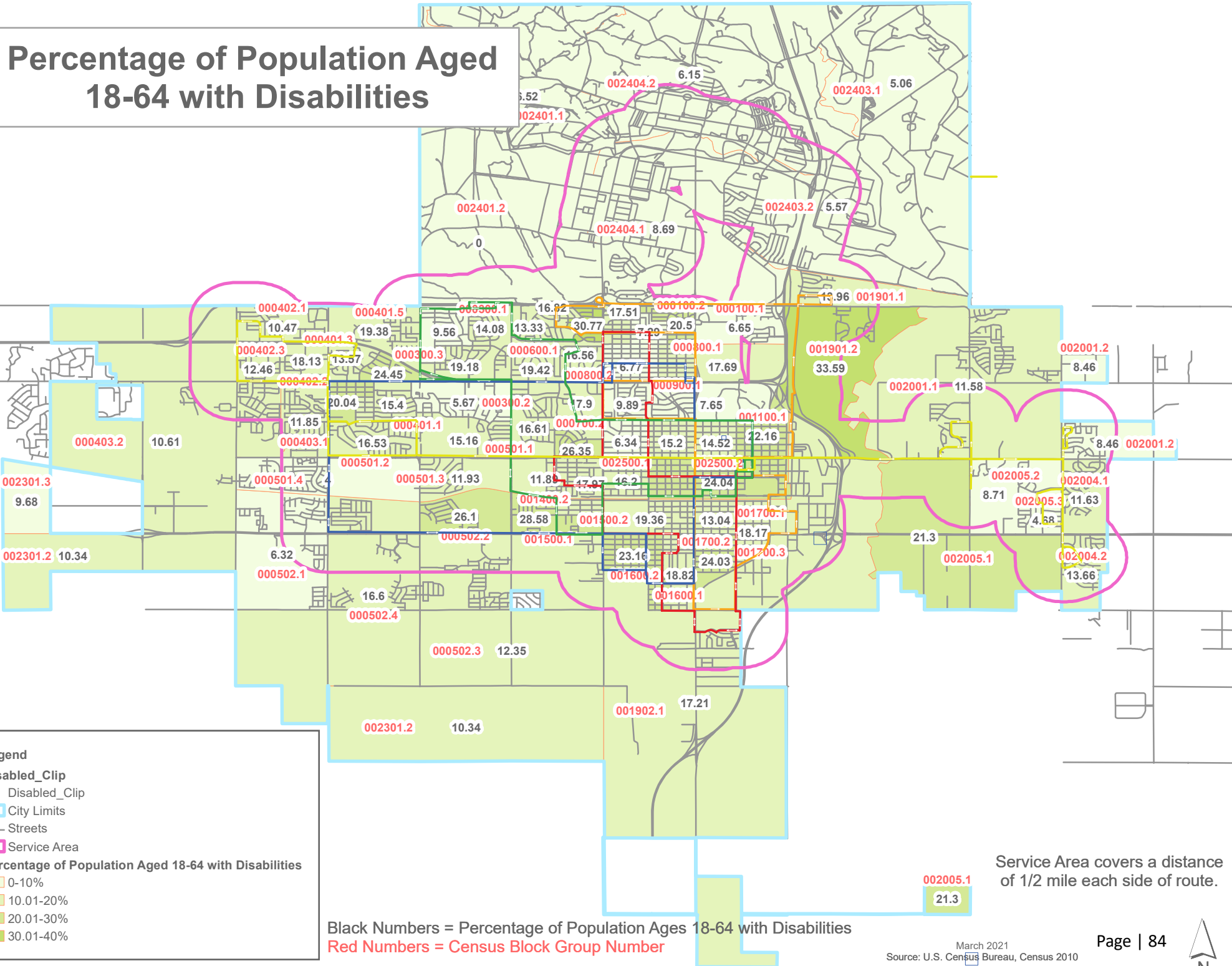






## **Appendix B – Demographics maps**

# Percentage of Population Aged 18-64 with Disabilities



**Legend**

**Disabled\_Clip**  
 Disabled\_Clip

**City Limits**  
 City Limits

**Streets**  
 Streets

**Service Area**  
 Service Area

**Percentage of Population Aged 18-64 with Disabilities**

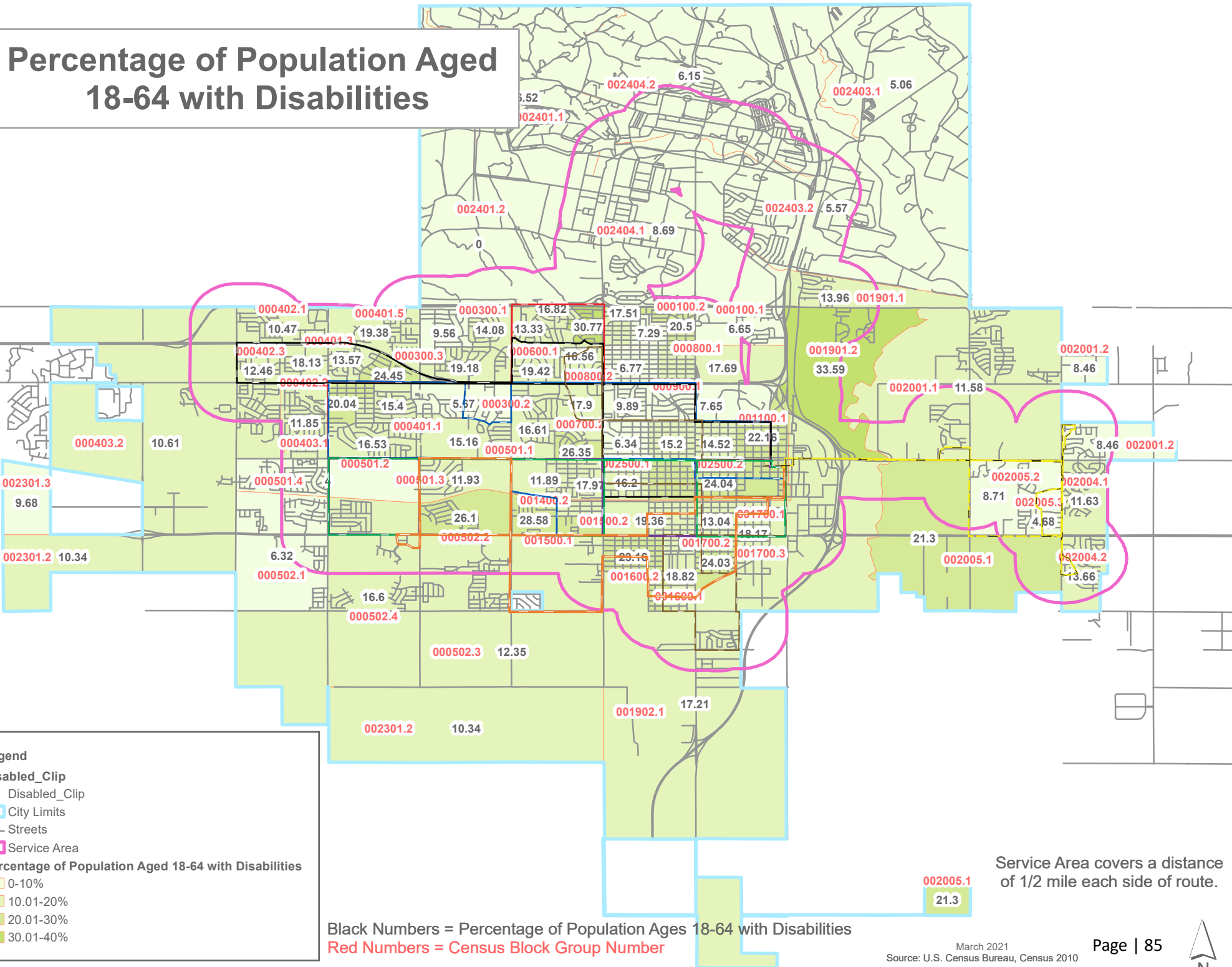
- 0-10%
- 10.01-20%
- 20.01-30%
- 30.01-40%

**Black Numbers = Percentage of Population Ages 18-64 with Disabilities**  
**Red Numbers = Census Block Group Number**

Service Area covers a distance of 1/2 mile each side of route.



# Percentage of Population Aged 18-64 with Disabilities



Black Numbers = Percentage of Population Ages 18-64 with Disabilities  
 Red Numbers = Census Block Group Number

Service Area covers a distance of 1/2 mile each side of route.

**Legend**

**Disabled\_Clip**





- Disabled\_Clip
- City Limits
- Streets
- Service Area

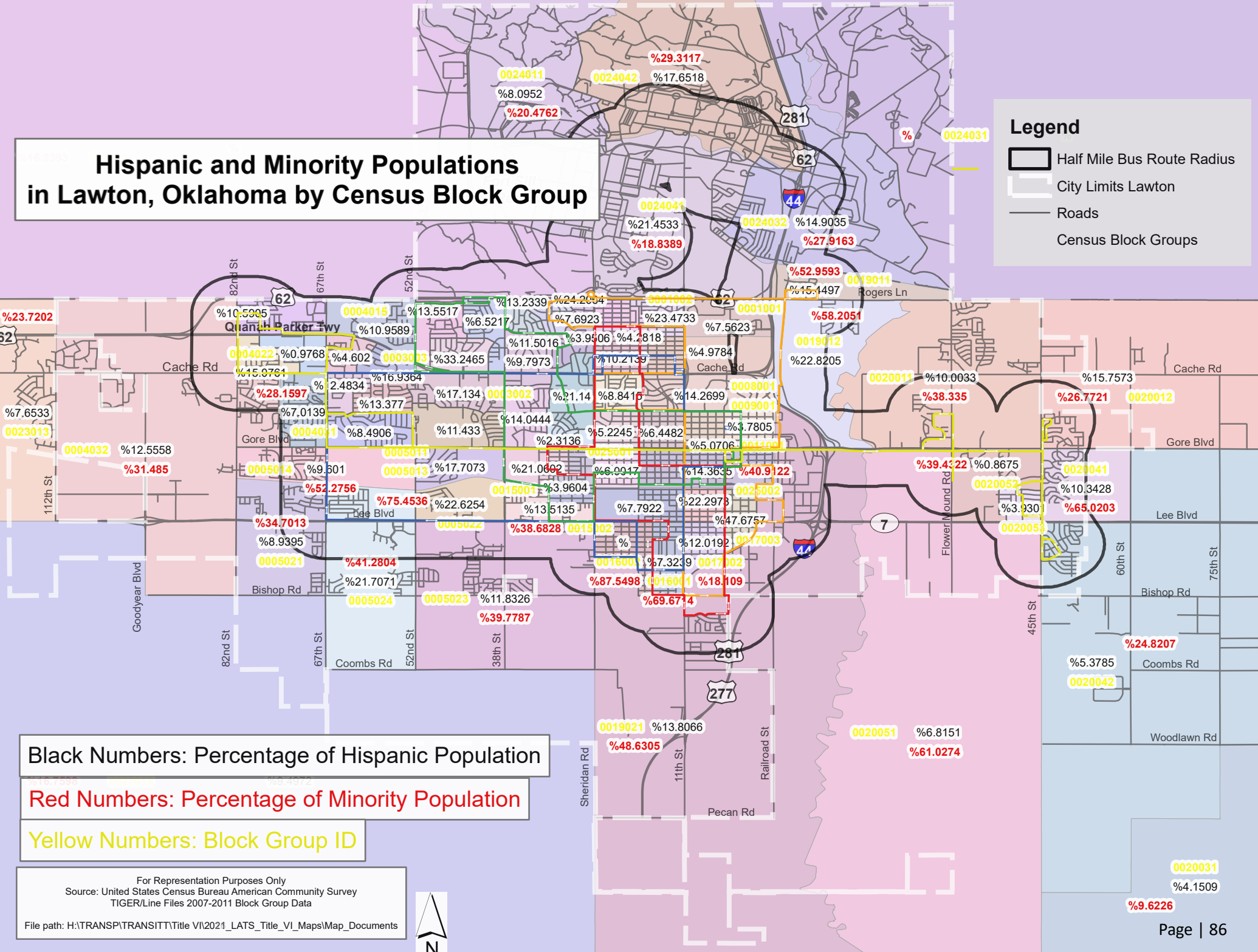
**Percentage of Population Aged 18-64 with Disabilities**

- 0-10%
- 10.01-20%
- 20.01-30%
- 30.01-40%

# Hispanic and Minority Populations in Lawton, Oklahoma by Census Block Group

## Legend

-  Half Mile Bus Route Radius
-  City Limits Lawton
-  Roads
-  Census Block Groups



**Black Numbers: Percentage of Hispanic Population**

**Red Numbers: Percentage of Minority Population**

**Yellow Numbers: Block Group ID**

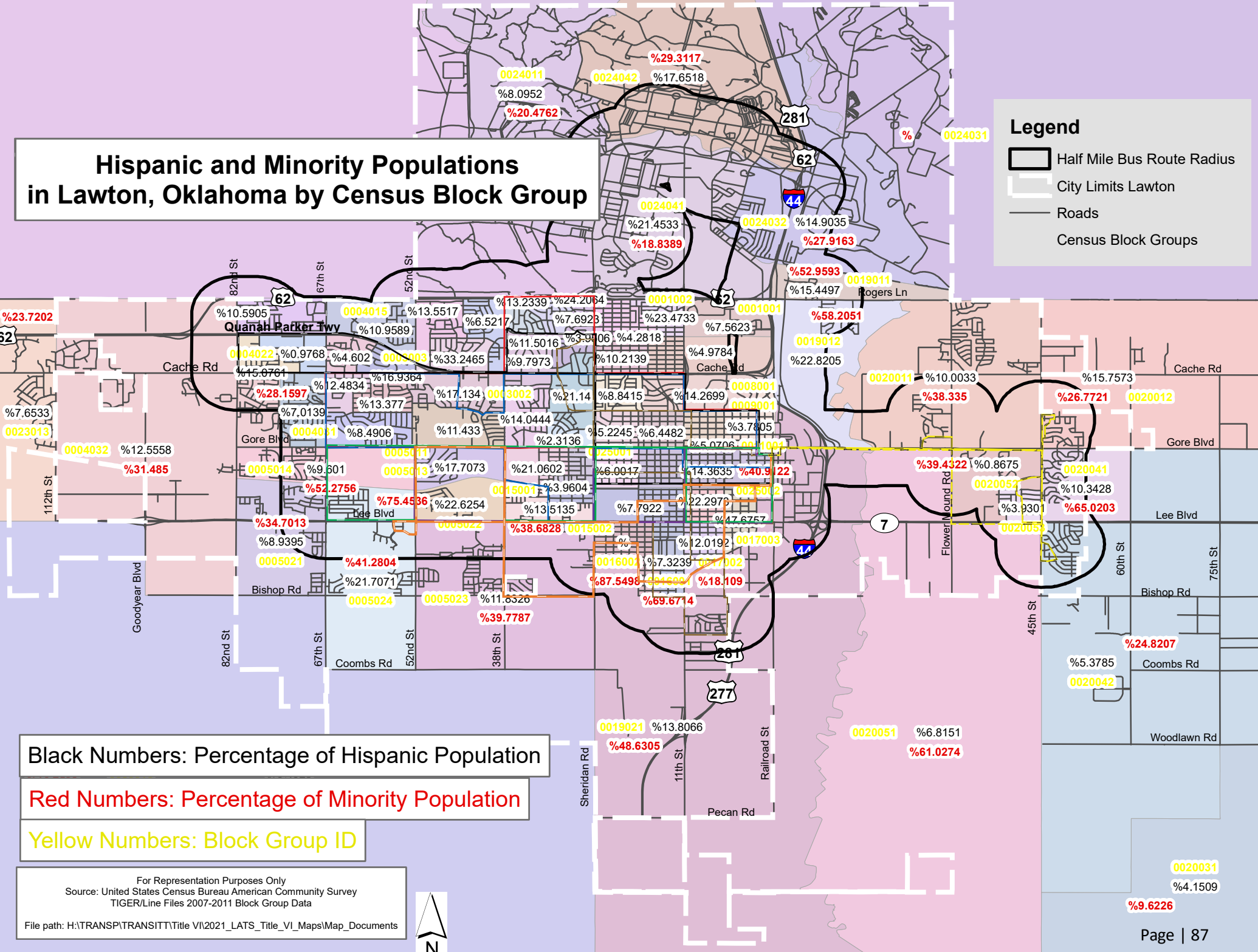
For Representation Purposes Only  
 Source: United States Census Bureau American Community Survey  
 TIGER/Line Files 2007-2011 Block Group Data  
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# Hispanic and Minority Populations in Lawton, Oklahoma by Census Block Group

### Legend

- Half Mile Bus Route Radius
- City Limits Lawton
- Roads
- Census Block Groups



**Black Numbers: Percentage of Hispanic Population**

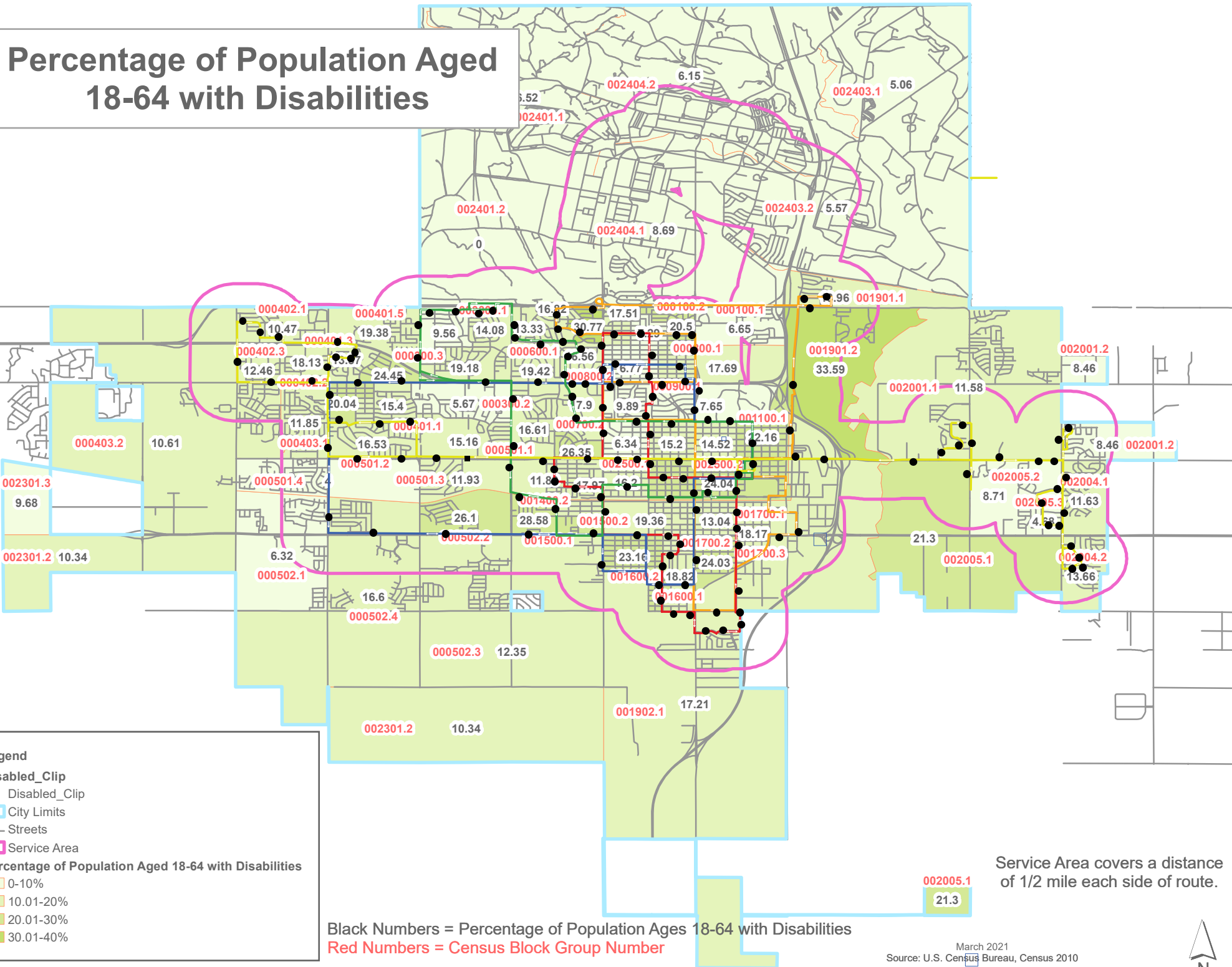
**Red Numbers: Percentage of Minority Population**

**Yellow Numbers: Block Group ID**

For Representation Purposes Only  
 Source: United States Census Bureau American Community Survey  
 TIGER/Line Files 2007-2011 Block Group Data  
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# Percentage of Population Aged 18-64 with Disabilities



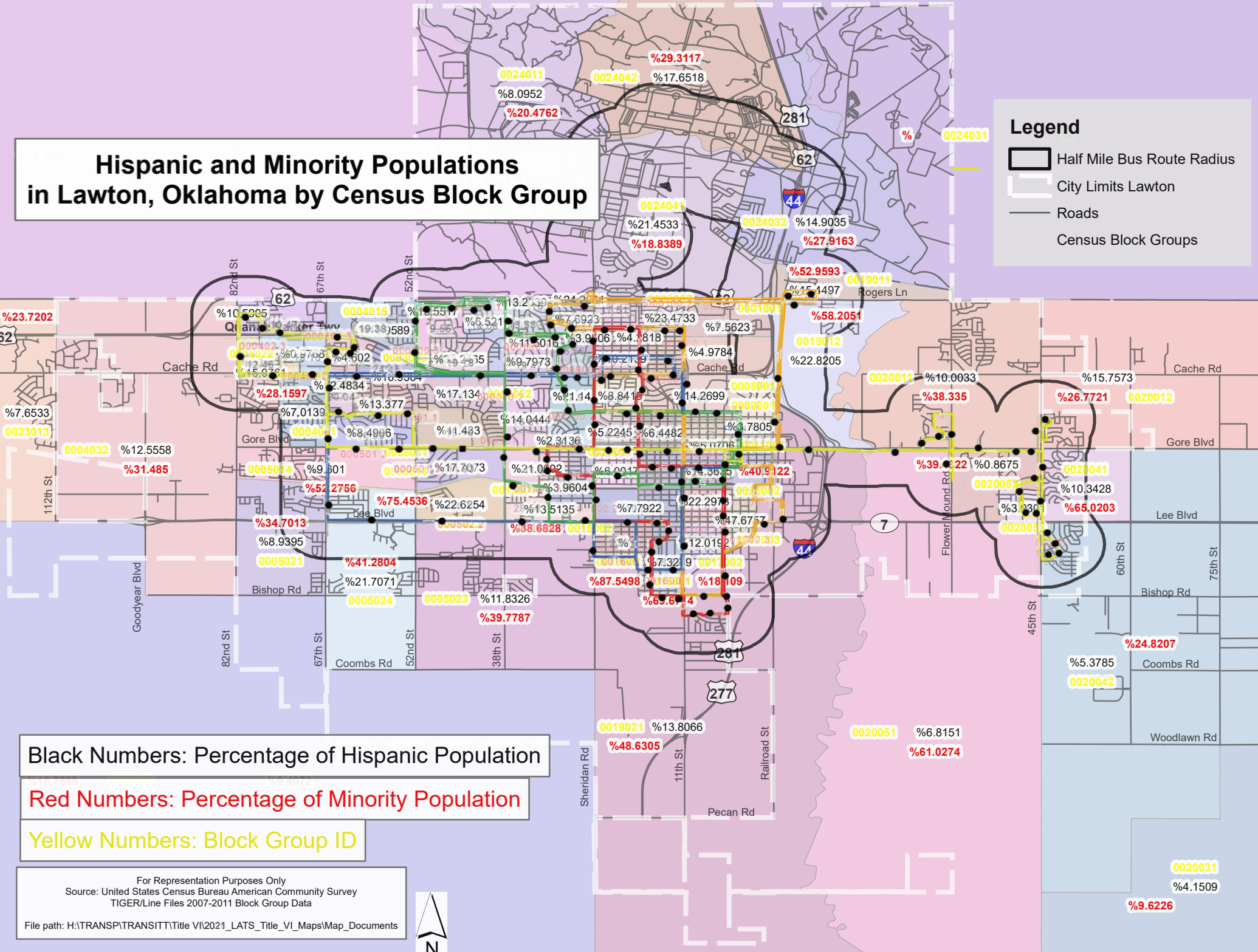
Black Numbers = Percentage of Population Ages 18-64 with Disabilities  
 Red Numbers = Census Block Group Number



# Hispanic and Minority Populations in Lawton, Oklahoma by Census Block Group

**Legend**

- Half Mile Bus Route Radius
- City Limits Lawton
- Roads
- Census Block Groups



**Black Numbers: Percentage of Hispanic Population**

**Red Numbers: Percentage of Minority Population**

**Yellow Numbers: Block Group ID**

For Representation Purposes Only  
 Source: United States Census Bureau American Community Survey  
 TIGER/Line Files 2007-2011 Block Group Data  
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**LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Receive a presentation of the draft final report for the Downtown Parking Study, consider acceptance of the draft final report, and provide feedback as necessary.

**INITIATOR:** Charlotte Brown, LMPO Director

**STAFF INFORMATION SOURCE:** Candace Smith, Transportation Planner

**BACKGROUND:** The FY24 UPWP included a study of parking in downtown Lawton. Staff has conducted this study over several months to comprehensively assess the current parking situation in downtown Lawton.

Staff is ready to present to the transportation technical committee the Downtown Parking Study.

**EXHIBITS:** Draft Downtown Parking Study

**KEY ISSUES:** N/A

**FUNDING SOURCE:** 80% PL Funds; 20% Local Match

**RECOMMENDED ACTION:** Receive a presentation of the draft final report for the Downtown Parking Study, accept the draft final report, and provide feedback as necessary.

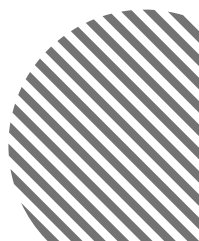




Lawton Downtown  
Parking Study  
March 2024

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## EXECUTIVE SUMMARY

The parking study conducted in Lawton's downtown overlay districts examines the current parking landscape, beginning with a focus on the historic downtown area. Observations revealed challenges such as congestion in high-traffic areas, sub-optimal space utilization, visibility issues with signage, and broken streetlights, and inadequately marked parking areas. Future phases of the study will extend to other key districts, including the Commercial Central, Medium Intensity Residential, and Public Overlay Districts. Through systematic analysis and strategic enhancements, Lawton strives to enhance parking accessibility across its diverse urban areas, fostering continued growth and prosperity within the city.

## PURPOSE

The purpose of our parking study is to comprehensively assess the current parking situation in Lawton's downtown area. By conducting this study, we aim to identify existing parking challenges, such as inadequate space, overutilization, and safety concerns, in order to develop effective solutions tailored to the specific needs of each district. Our goal is to enhance the overall parking experience for residents, visitors, and businesses alike by improving accessibility, efficiency, and safety. Through data-driven analysis and community engagement, we seek to create a strategic plan that addresses the diverse parking needs of Lawton's downtown districts while promoting economic vitality and enhancing the quality of life for all stakeholders.

## OBJECTIVES

- Evaluate the current parking infrastructure in Lawton's downtown district to identify deficiencies and areas for improvement.
- Analyze parking utilization patterns to determine peak usage times and areas of high demand.
- Develop recommendations and strategies to optimize parking availability, enhance efficiency, and improve safety within the downtown area.



# PRIMARY OBSERVATIONS

## **Lack of Parking Enforcement**

An issue noted in the downtown area was the minimal enforcement of parking regulations, with few to no citations issued for violations. Instead, verbal warnings were primarily used to address parking issues as they arose. This lenient approach to enforcement might contribute to recurring parking problems and could affect overall management of parking availability and compliance in the downtown district.

## **Congestion for On-Street Parking**

There is congestion for on-street parking along C and D Avenues, from 7th to 3rd Street, due to the concentration of essential amenities in the area. The presence of the city jail, courthouse, small businesses, mall, and restaurants leads to high demand for on street parking spaces.

## **Underutilization of Off-Street Public Parking**

A notable challenge identified in the district under study is the significant underutilization of off-street public parking spaces. Many parking lots lack clear markings and painted guidelines, particularly around closed businesses. These lots often serve as overflow parking areas for nearby businesses' employees, complicating the availability of parking. The absence of proper markings contributes to confusion and inefficiency, necessitating improved management and enforcement strategies to address parking demands in the vicinity.

## **Visibility Issues and Maintenance Concerns**

Another issue affecting parking in the downtown area is poor visibility caused by unreadable street signs and broken lights. Faded or obstructed signage and malfunctioning streetlights make it difficult for drivers to navigate and locate parking spaces efficiently. Addressing these visibility and maintenance concerns is crucial to improving the overall parking experience and safety in the downtown district.

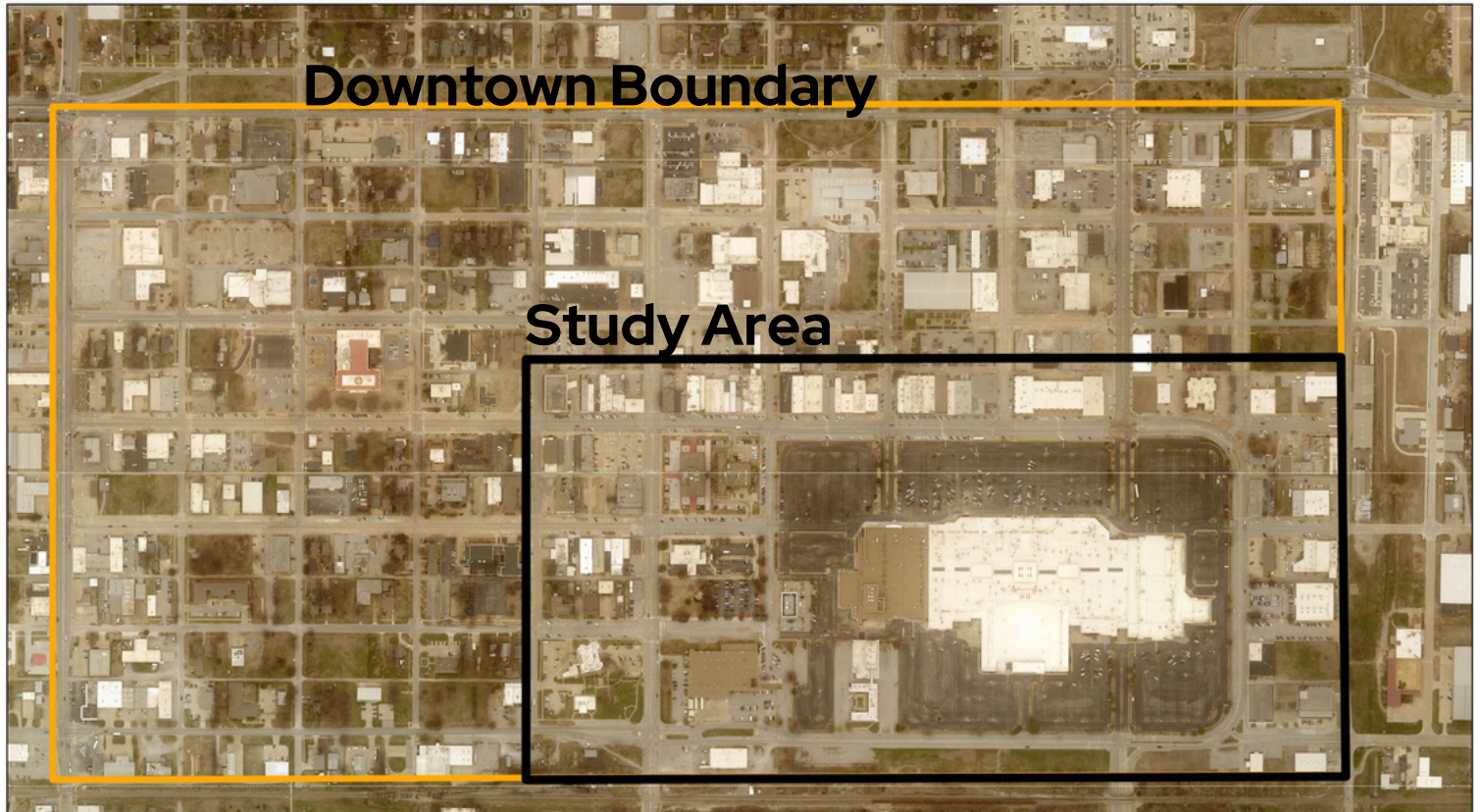
# HISTORY OF LAWTON DOWNTOWN AREA

Lawton's downtown area is a vibrant reflection of the city's storied past and ongoing development. Established in 1901 amidst the fervor of the Kiowa-Comanche-Apache lands' opening, Lawton quickly burgeoned due to its strategic positioning near Fort Sill, a cornerstone of its economic growth. Over the decades, Lawton's location along major highways like Interstate 44 and U.S. Highway 62, coupled with its robust rail connections, solidified its position as a regional epicenter for commerce, industry, and government activity.



The downtown district underwent significant transformations, including extensive urban renewal initiatives in the 1970s that reshaped its urban landscape while preserving historical landmarks. Institutions like Cameron University and the Museum of the Great Plains underscore Lawton's commitment to education and cultural preservation. Despite fluctuations in population, Lawton's narrative of growth and adaptation has been chronicled by local newspapers like the Lawton Constitution. This study endeavors to dissect the intricate parking dynamics within Lawton's downtown, examining its historical evolution, existing challenges, and future requirements.

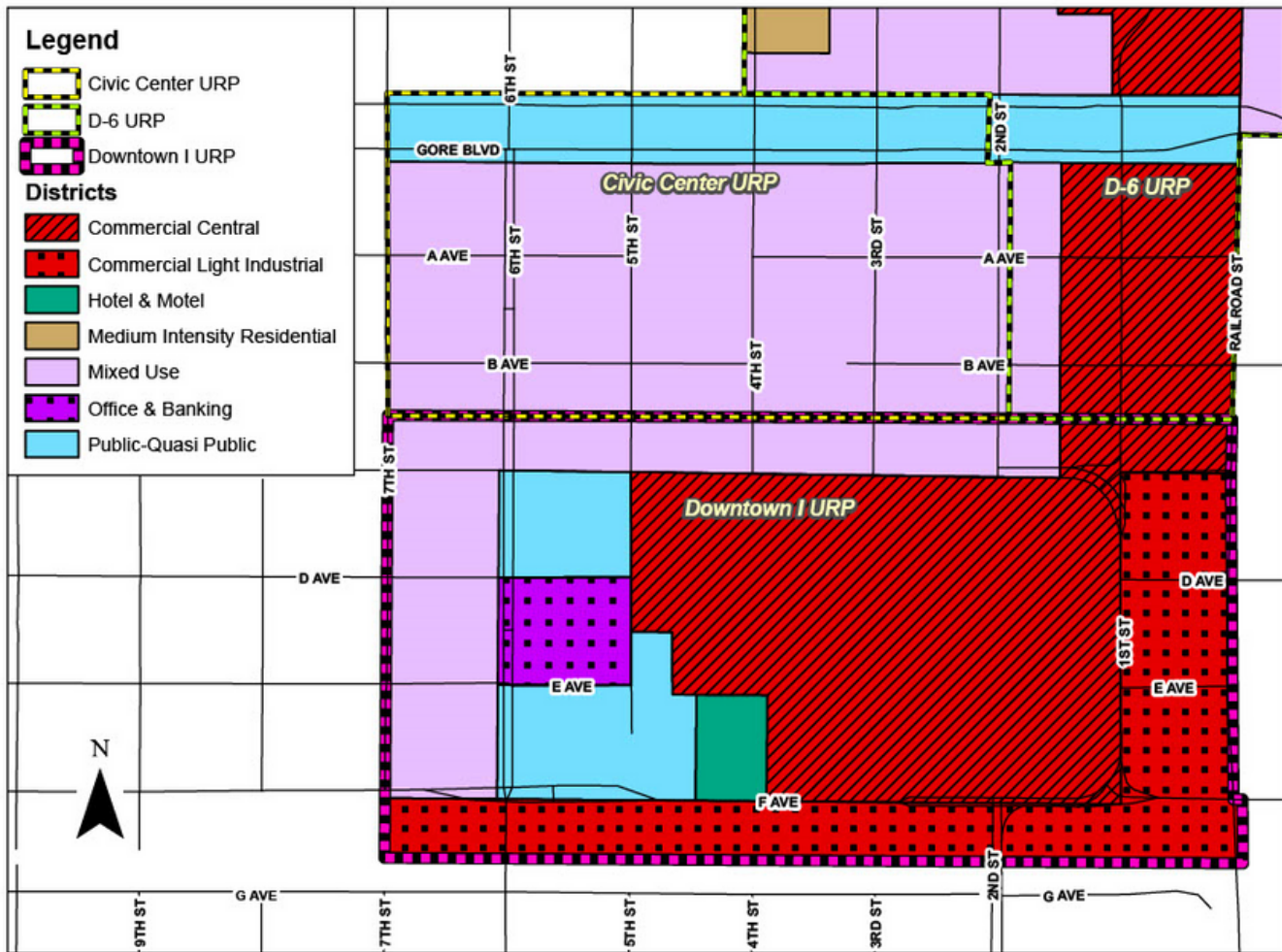
# STUDY AREA



We examined Historic downtown the region spanning from SW 7th Street and to S railroad st and encompassing the alley between B and C Avenue to F Avenue.

- The downtown area boundary is precisely defined in Lawton's city ordinances, specifically in Chapter 18-1-1-106 under the definitions section. It describes the downtown area as a designated region bordered by West Gore Boulevard to the north, extending to twenty-five feet north of the main line of the Burlington Northern Railroad to the south. Additionally, it extends twenty-five feet west of the main line of the Burlington Northern Railroad to the east and is bounded by the east right-of-way line of Southwest 11th Street to the west.

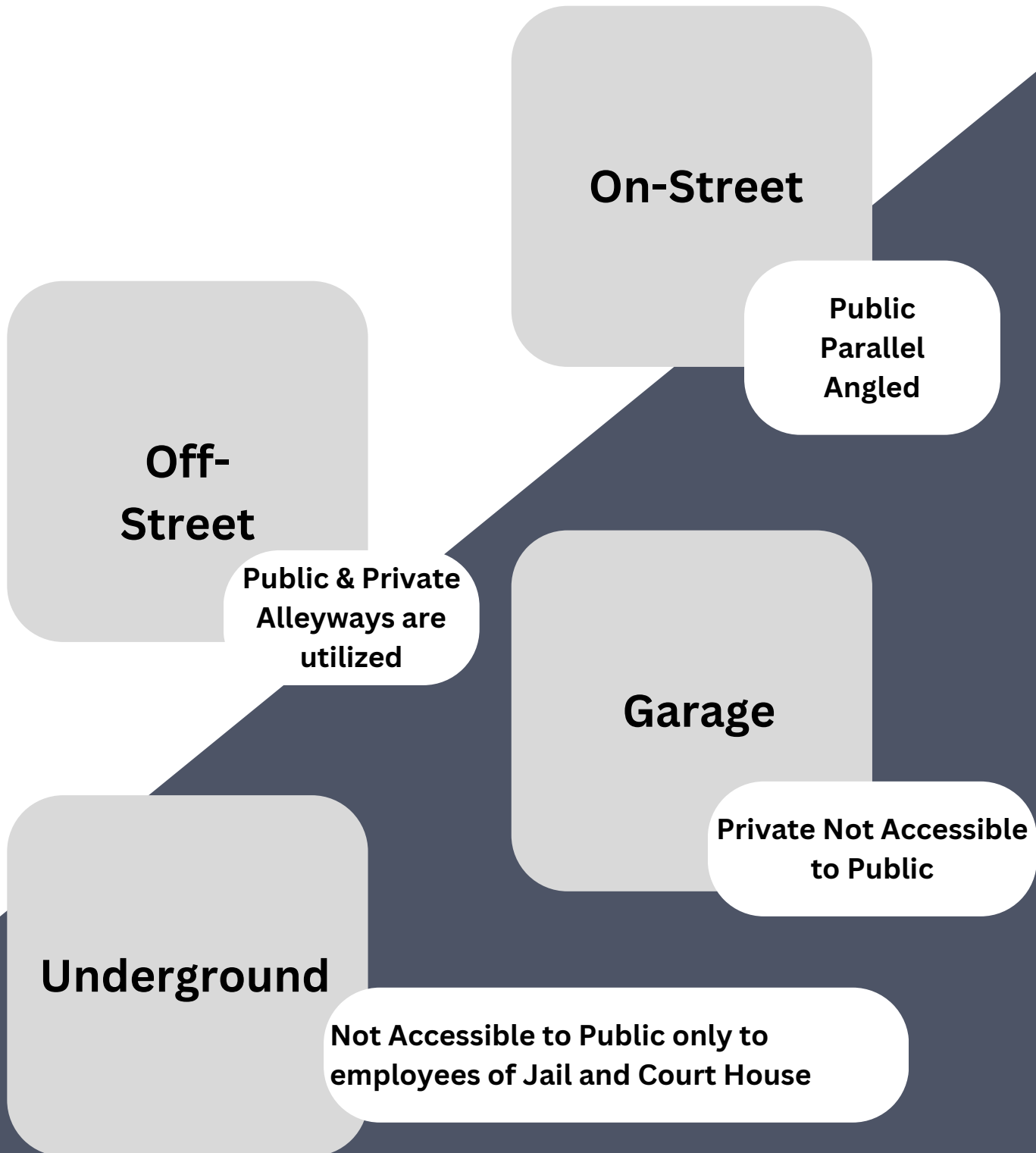




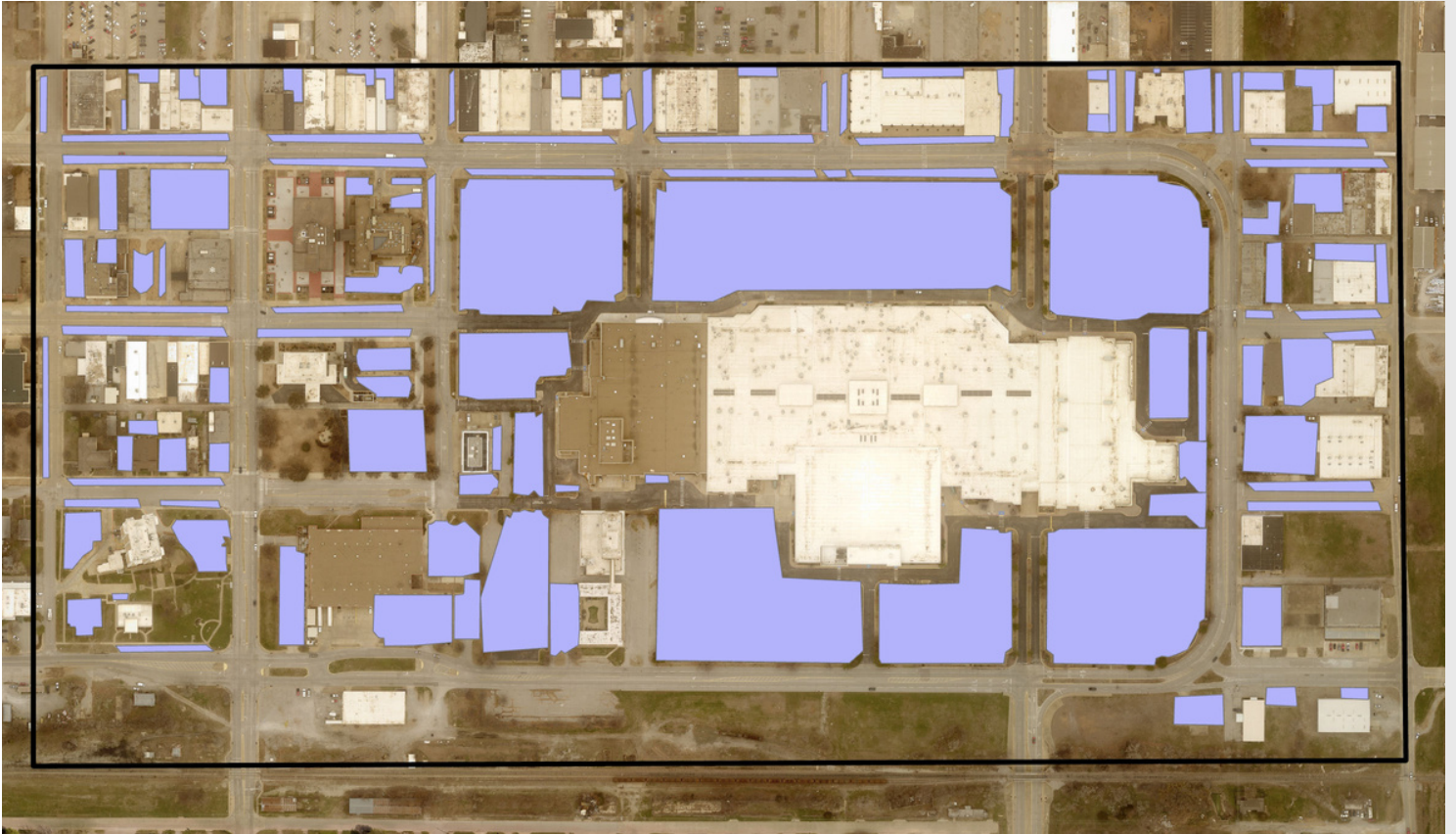
The Lawton Urban Renewal Authority (LURA) is an organization dedicated to revitalizing and redeveloping urban areas within Lawton, Oklahoma. Its primary purpose is to improve the living environment and neighborhoods, rehabilitate dilapidated buildings to prevent urban decay, preserve historical and architectural landmarks, and enhance the socio-economic and environmental fabric of urban communities. LURA works to achieve these goals through strategic planning, redevelopment projects, and partnerships with stakeholders, aiming to create vibrant and sustainable urban spaces that benefit residents and businesses alike.

The authority has demarcated Downtown 1, also known as Historic Downtown, delineating its boundaries from 7th Street to railroad stand south to the tracks, north to the alley stretching between B and C Avenues up to F Avenue. This strategic zoning aims at preserving Lawton's historical essence and architectural landmarks within the downtown vicinity. The overarching objective is to strategically rejuvenate this area, maintaining its cultural significance while fostering revitalization initiatives to enhance its economic vitality and community appeal. Through meticulous planning and strategic interventions, the goal is to invigorate this historic district, transforming it into a thriving hub that resonates with both tradition and progress.

# PARKING TYPES



# ON & OFF STREET PARKING

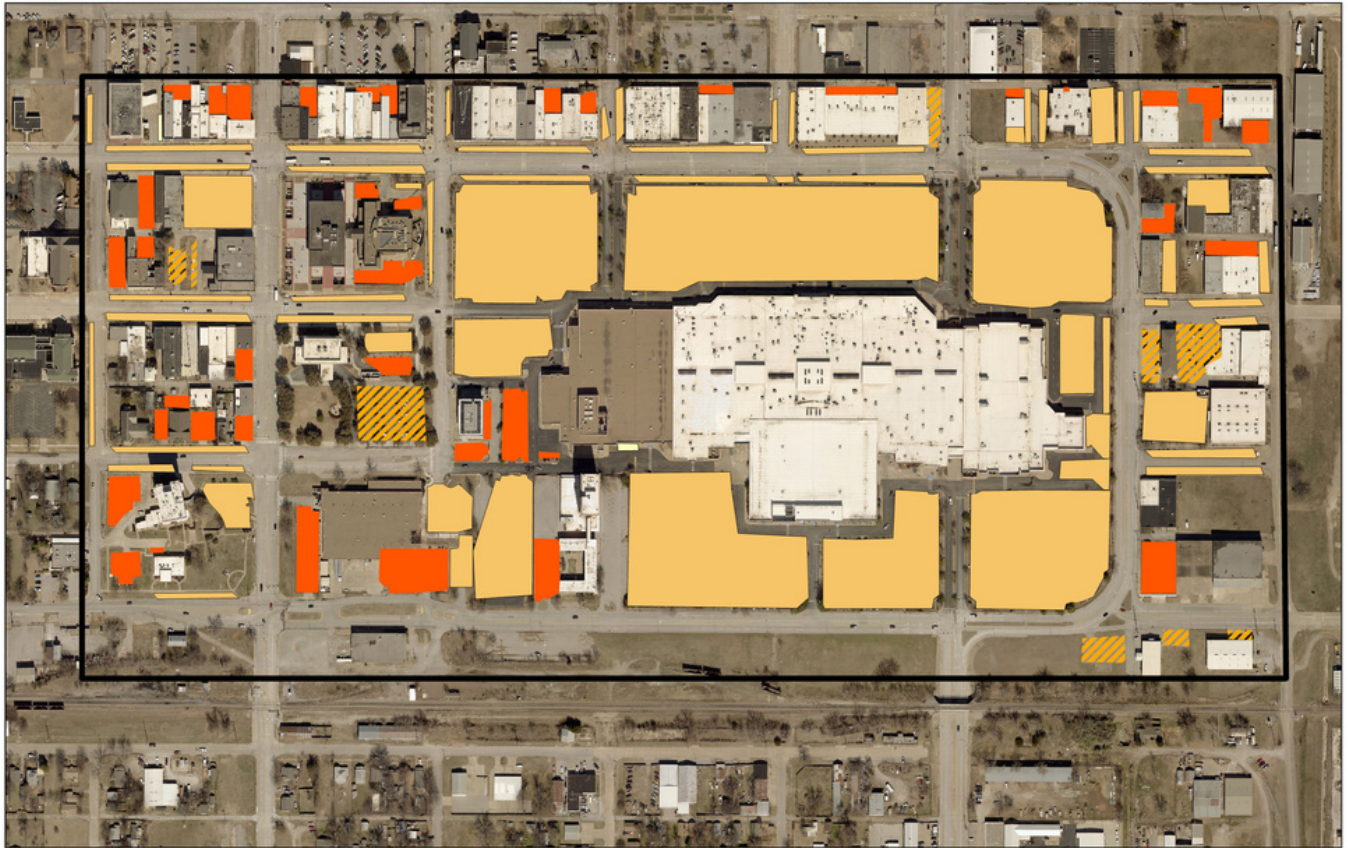


The map above shows all of the on street and off street parking available in the Historic downtown area.

**THERE ARE APPROXIMATELY  
4300 SPACES TOTAL IN  
HISTORIC DOWNTOWN**

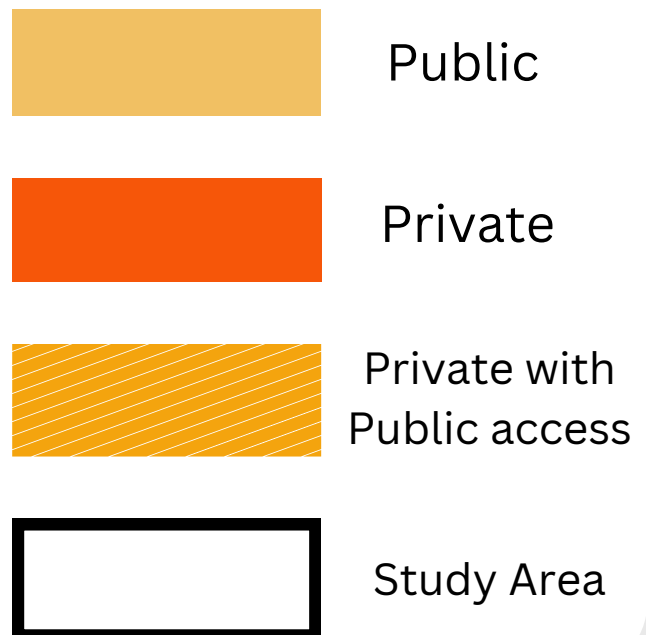
In the historic downtown region, there is a total of 4,300 parking spaces available. This ample parking capacity contributes to accommodating the parking needs of visitors and residents in the vibrant downtown area.

# ON & OFF STREET PARKING INVENTORY



The map above shows all of the on street and off street as well as public, private, and private with public access parking available in the Historic downtown area.

## Parking inventory

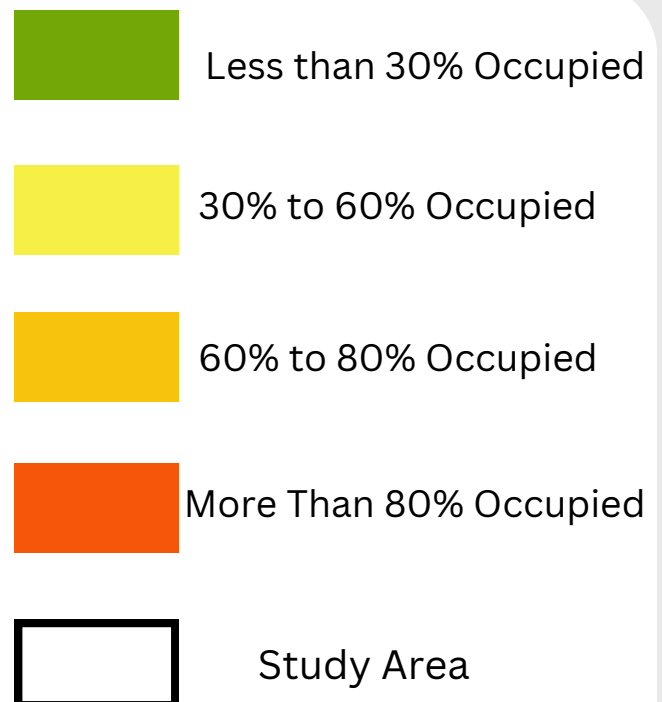


Category	Spaces
Public	3824
Private	316
Private with Public access	160

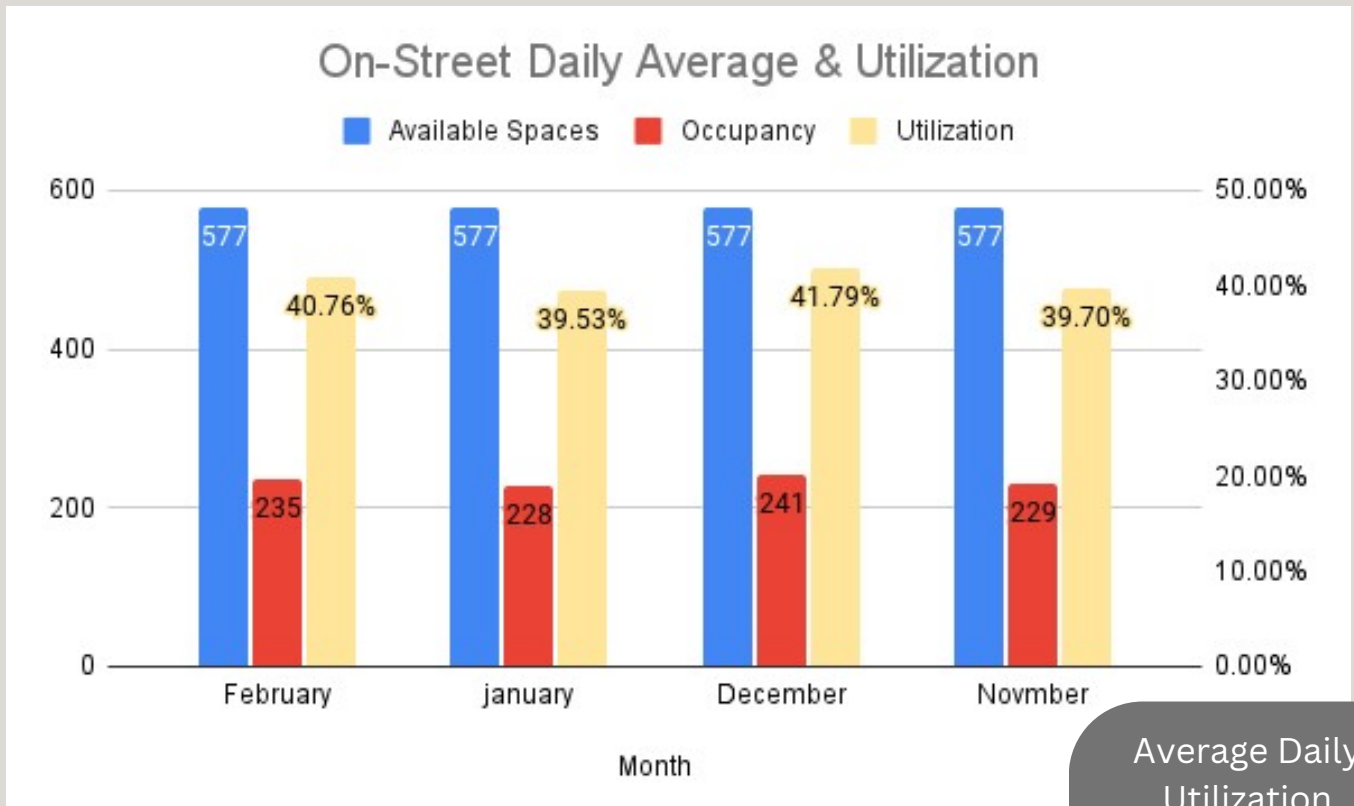
# SYSTEM PARKING OCCUPANCY



The parking utilization data was collected on typical weekdays in November, December, January, and February between the hours of 9:00 AM and 4:00 PM. Both on-street and off-street parking data were collected manually during this period.



# ON STREET PARKING MANAGEMENT



Average Daily Utilization  
 41.43%

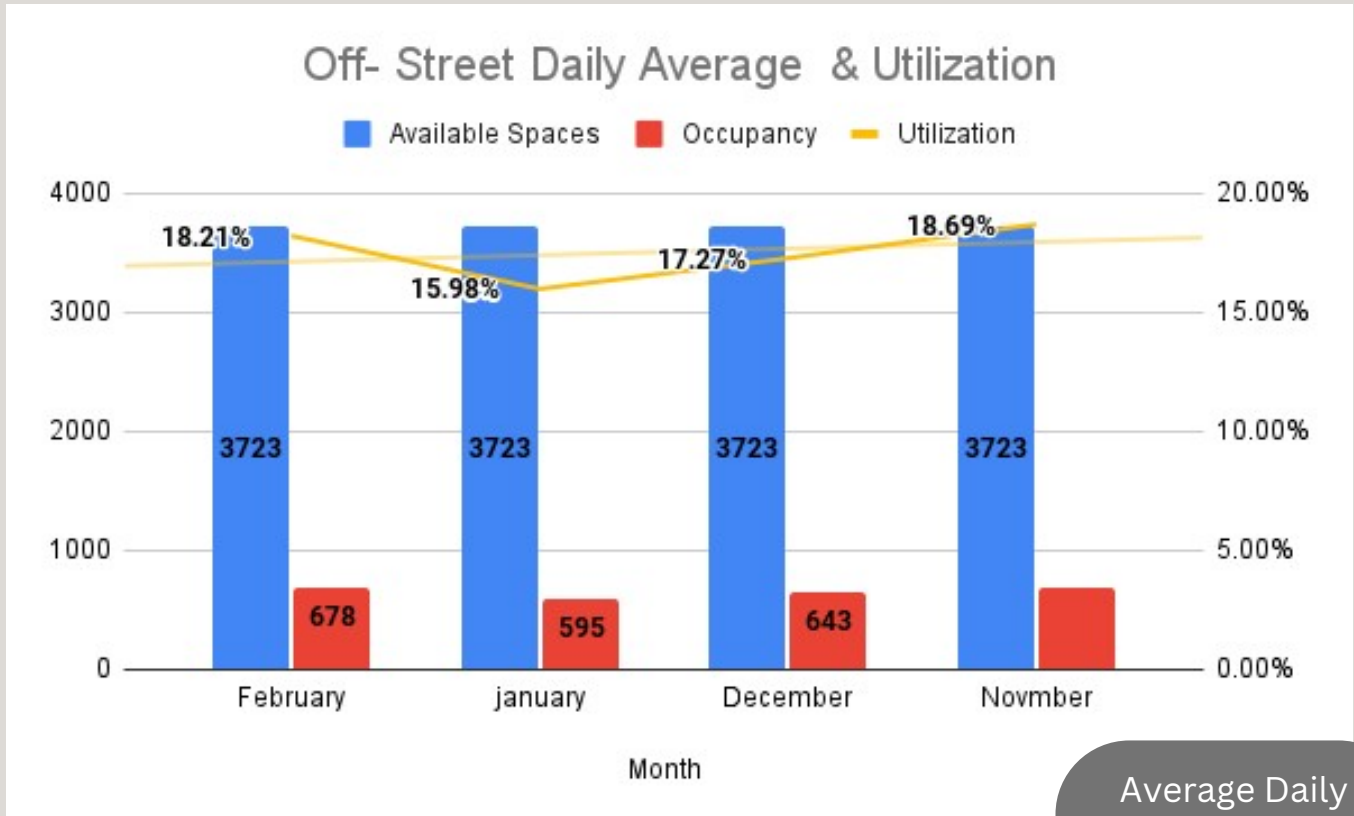
Based on the collected data for on-street parking, it is evident that there is considerable variation in utilization rates across different months. In February, the average utilization rate was approximately 41.74%, indicating a moderate level of usage. January showed a similar trend with an average utilization rate of around 40.51%. December experienced slightly higher utilization, averaging at about 42.79%, suggesting increased demand for on-street parking spaces during that month. November exhibited a utilization rate of approximately 40.68%, aligning closely with the trends observed in January and February.

Approximately  
 563  
 spaces



**NEEDS**  
 Loading/short-term parking adjacent to high-turnover uses, such as Restaurants and coffee shops

# OFF STREET PARKING MANAGEMENT



Average Daily Utilization  
17.54%

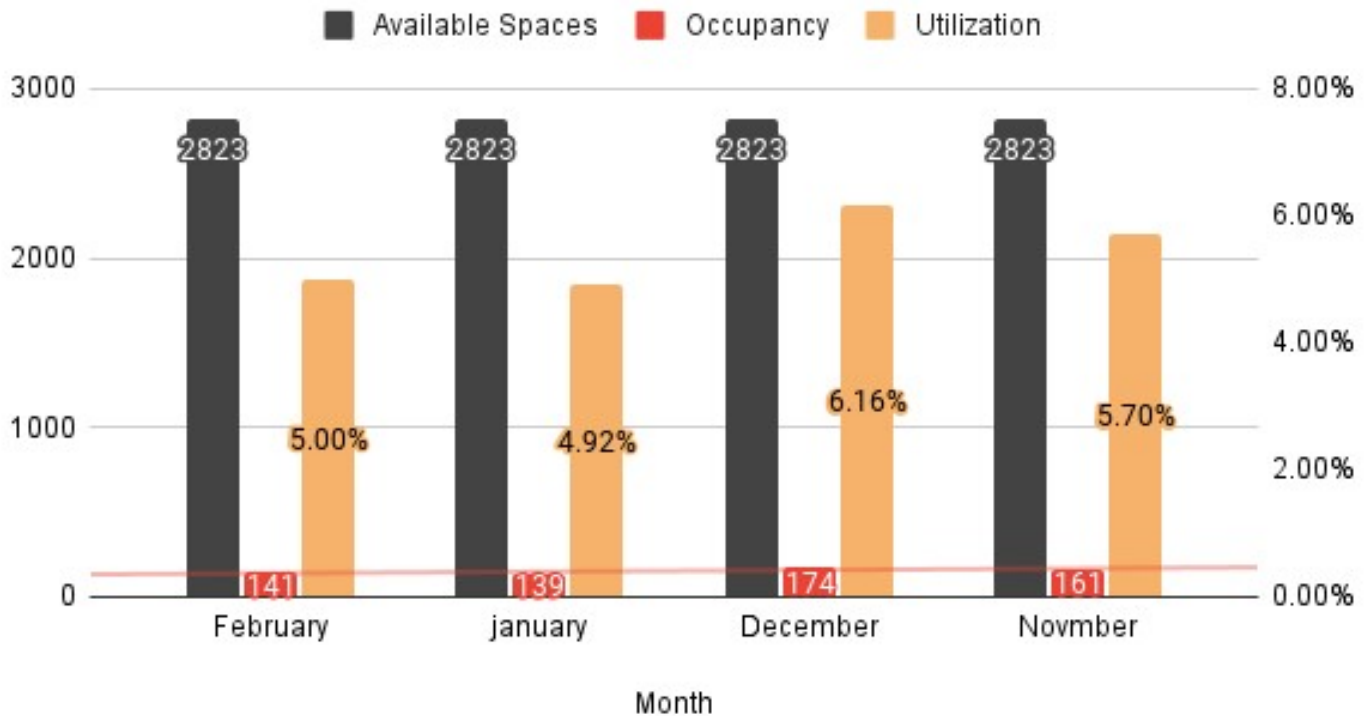
The collected data reflected fluctuations in parking demand. In February, the average utilization rate stood at approximately 18.21%, indicating a modest level of usage compared to the total available spaces. January displayed a similar trend with an average utilization rate of around 15.98%, suggesting relatively lower parking demand during that month. December experienced a slightly higher utilization rate, averaging at about 17.27%, implying increased demand for off-street parking spaces compared to January. November showcased a utilization rate of approximately 18.69%, aligning closely with the trends observed in February.

Approximately  
 3723  
 spaces



- NEEDS**
- Enhance education and communication about parking options downtown to improve accessibility and walkability for visitors.
  - Try to avoid building new surface parking lots in the future and focus on using existing spaces more efficiently.

### Mall parking Daily Average & Utilization



The parking utilization data collected from February to November highlights the varying degrees of occupancy in the mall parking area. In February, the average daily utilization stood at 5.00%, with 141 out of 2823 spaces occupied on typical weekdays. January showed a slightly lower utilization rate of 4.92%, with 139 spaces occupied on average. December experienced a higher utilization rate of 6.16%, with 174 spaces occupied daily. November saw a utilization rate of 5.70%, with 161 spaces occupied on average. These figures provide insights into the fluctuating parking demand over the months, potentially influenced by seasonal factors, events, or economic conditions impacting mall visitation.

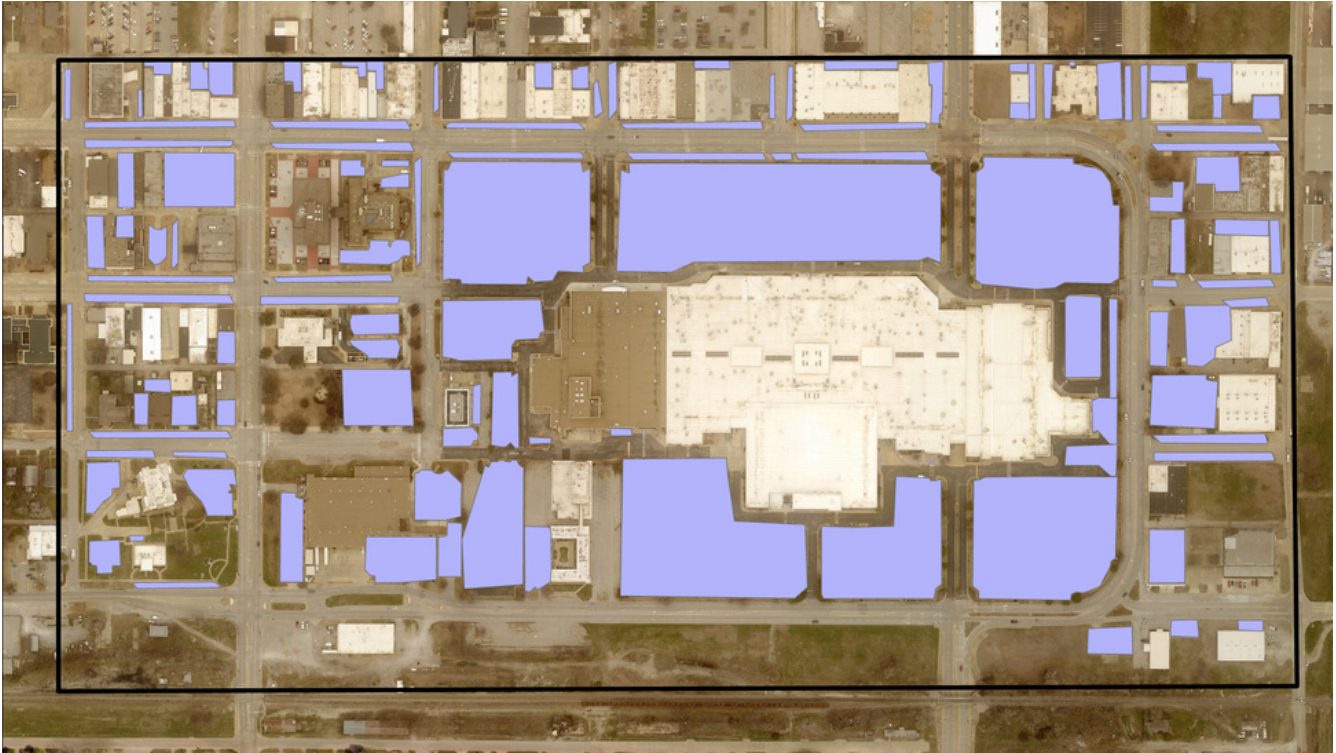
Average Daily Utilization  
 5.53%

**The largest portion of unused parking spaces is concentrated around the mall area.**





## WALKABILITY & ACCESSIBILITY



Most amenities within the downtown overlay are conveniently situated within a 5 to 10-minute walking distance from each other. Furthermore, there are ample ADA spots, with over 30 available at or near these amenities, contributing to a highly accessible downtown environment. This accessibility is further enhanced by the availability of paratransit services, ensuring that individuals with mobility needs have reliable transportation options within the downtown area.

## Parking Issues and Challenges



**Signage in the downtown area faces challenges like obscured signs due to parked cars, knocked-over poles, trees, and faded signage along key avenues.**

**Deficiencies in street parking guideline markings within parking lots contribute to confusion among drivers.**

**Faded or non-visible demarcation lines on parking spaces compromise the overall functionality and user experience of downtown parking infrastructure.**

**Verbal warnings rather than formal citations are predominantly used, potentially impacting parking availability and compliance.**

## Recommendations and Solutions

- Deficiencies identified during the study such as signage or faded lines will be addressed collaboratively by the appropriate city departments.

- Explore the possibility of introducing shorter time limits for on-street parking along C and D Avenues to encourage the use of off-street public parking options.
- This strategy aims to optimize parking availability in the downtown area and promote the utilization of existing parking facilities.

- Consider adding SE Larrance Street to the Downtown Overlay to accommodate the incoming transit center and ensure a thorough examination of parking dynamics across the downtown landscape.

- Continue with the Parking Study Extension to cover the entirety of the downtown area, including all districts to comprehensively assess parking needs and challenges.

- Conduct a stakeholder and citizen survey during the extended parking study period to gather comprehensive feedback on parking issues and challenges in the downtown area, ensuring that community input informs future planning and improvement initiatives.

- In the parking extension documentation, incorporate visual representations and detailed descriptions of LAT's (Lawton Area Transit System) new fixed routes that traverse through the downtown overlay.

## Conclusion



The analysis revealed a surplus of parking within the historic downtown districts, alongside minor visual deficiencies that could the overall effectiveness of parking Structure. Building upon these findings, our forthcoming extension aims to address these issues comprehensively. We will explore strategic plans and potential developments to repurpose surplus parking spaces, leveraging innovative approaches to enhance the downtown area's functionality and aesthetics. By engaging stakeholders and implementing targeted solutions, we seek to transform these challenges into opportunities for community development and revitalization, ensuring a more balanced and sustainable urban environment.



**END PAGE**



**LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider approving the updated Memorandum of Understanding between the Oklahoma Department of Transportation, the City of Lawton Transit Trust, and the Lawton Metropolitan Planning Organization.

**INITIATOR:** ODOT

**STAFF INFORMATION SOURCE:** Jonathan Stone, Assistant LMPO Director

**BACKGROUND:** The intent of this Memorandum of Understanding (MOU) is to carry out the comprehensive, continuing, and cooperative transportation planning process for the Lawton Metropolitan Area. Through this document the membership and responsibility of the Transportation Technical Committee and LMPO Transportation Policy Board are identified. The MOU was updated in July 2023 to reflect the change in the bylaws of Transportation Policy Board. This new update included the City of Lawton Transit Trust as a party to the agreement as this is now a requirement that staff was recently notified of.

Transportation Technical Committee will review this on April 2, and their recommendation will be provided at the meeting.

**EXHIBITS:** Memorandum of Understanding

**KEY ISSUES:**

**FUNDING SOURCE:** N/A

**RECOMMENDED ACTION:** Approve the updated Memorandum of Understanding between the Oklahoma Department of Transportation, the City of Lawton Transit Trust, and the Lawton Metropolitan Planning Organization reaffirming the transportation planning process for the Lawton Metropolitan Area.





**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE LAWTON METROPOLITAN PLANNING**  
**ORGANIZATION, OKLAHOMA DEPARTMENT OF TRANSPORTATION,**  
**AND CITY OF LAWTON TRANSIT TRUST**

WHEREAS, Section 134(a) of Title 23, and Section 5303 of Subtitle III of Title 49, U.S.C. require that federally funded projects be developed through a comprehensive, cooperative, and continuing transportation planning process; and

WHEREAS, the Lawton Metropolitan Planning Organization (LMPO) has been designated as the Metropolitan Planning Organization (MPO) for the Lawton Metropolitan Area; and

WHEREAS, the Lawton MPO, the Oklahoma Department of Transportation (ODOT), and the City of Lawton Transit Trust, desire to maintain a comprehensive, cooperative, and continuing planning process for the Lawton MPO area that results in the development of transportation goals and objectives, long and short-range transportation plans, and programs of implementation.

NOW, THEREFORE, the LMPO, ODOT, AND THE CITY OF LAWTON TRANSIT TRUST enter into this agreement to carry out the comprehensive, cooperative, and continuing planning process for the Lawton MPO area as detailed below:

1. **TRANSPORTATION POLICY BOARD**

Responsibility for policy direction, plan selection and development of programs for plan implementation is vested in the Lawton Transportation Policy Board. The Transportation Policy Board is composed of elected local officials, officials of public agencies that administer or operate major modes of transportation in the metropolitan area, and appropriate State officials. Detailed membership, rules and regulations governing the procedures and functions of the Transportation Policy Board are set forth in the Transportation Policy Board by-laws.

2. **TRANSPORTATION TECHNICAL ADVISORY COMMITTEE**

The technical advice and guidance for transportation planning is vested in the LMPO Technical Committee. The Technical Committee consists of technical and professional personnel from the various participating agencies. This Committee reviews the technical aspects of the study and makes recommendations to the Policy Board. Detailed membership, rules and regulations governing the procedures and functions of the Transportation Technical Committee are set forth in the Transportation Technical Committee by-laws.

3. **UNIFIED PLANNING WORK PROGRAM (UPWP)**

Detailed planning activities will be developed each year in a Unified Planning Work Program (UPWP) with the Lawton MPO Technical Committee and adopted by the Lawton MPO Policy Board. LMPO, ODOT, the City of Lawton Transit Trust agree to participate in the development of the UPWP each year so that it reflects a cooperative annual planning process. The UPWP will specify the annual work activities with the responsible agency, participating agency costs, and funding sources.

4. TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

A list reflecting the investment priorities established in the current MTP, covering a four year period, will be developed in accordance with the TIP and STIP Procedures, which shall be coordinated through the TTC and approved by the TPB. The ODOT, LMPO, and City Transit Trust agree to participate in the development of the TIP so that it reflects a cooperative annual planning process.

5. ANNUAL LISTING OF OBLIGATED PROJECTS

On an annual basis, a listing of projects will be developed for which funds under 23 U.S.C. or 49 U.S.C. Chapter 53 were obligated in the preceding program year. which shall be coordinated through the TTC and approved by the TPB. The ODOT, LMPO, and City of Lawton Transit Trust agree to participate in the development of the annual listing of obligated projects so that it reflects a cooperative annual planning process.

This Memorandum of Understanding has been approved through formal resolution or action of the Lawton Metropolitan Planning Organization, the Oklahoma Department of Transportation, and the City of Lawton Transit Trust on the dates indicated.

Approved as to form and legality for the City of Lawton, Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
TIMOTHEY WILSON, CITY ATTORNEY

LAWTON METROPOLITAN PLANNING ORGONIZATION

\_\_\_\_\_  
Date BY: \_\_\_\_\_  
STANLEY BOOKER, CHARIMAN

LAWTON CITY TRANSIT TRUST

\_\_\_\_\_  
Date BY: \_\_\_\_\_  
STANLEY BOOKER, CHAIRMAN

OKLAHOMA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date BY: \_\_\_\_\_  
Deputy Director

**LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider approving the 5303 agreement with the Oklahoma Department of Transportation and authorize the Chairman to sign.

**INITIATOR:** ODOT

**STAFF INFORMATION SOURCE:** Charlotte Brown, LMPO Director  
Jonathan Stone, Assistant LMPO Director

**BACKGROUND:** The intent of this Agreement is to provide funding for the metropolitan transportation planning process within the Lawton Metropolitan Area (LMA) as identified in the Fiscal Year 2023 Unified Planning Work Program. This Agreement confirms that the LMPO will continue to maintain the “3 Cs” (comprehensive, continuing, and cooperative) transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at minimum expense.

Funding of the transportation planning process for the LMA is from three sources: FHWA PL fund, FTA Section 5303 fund, and the local match. These federal funds will reimburse up to 80% of the work effort identified in the Unified Planning Work Program, and the remaining 20% of the work effort is provided by the City of Lawton.

This agreement is for the 5303 transit planning funds.

The Transportation Technical Committee recommended approval at its April 2, 2024, meeting.

**EXHIBITS:** Agreement between ODOT & LMPO for transit planning

**KEY ISSUES:**

**FUNDING SOURCE:** N/A

**RECOMMENDED ACTION:** Approve the 5303 agreement with the Oklahoma Department of Transportation and authorize the Chairman to sign.



**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
SECTION 5303- METROPLITAN TRANSPORTATION PLANNING  
FEDERAL FISCAL 2020 FUNDING, 2023 PROGRAM YEAR - CFDA #20.505  
SECTION 5303 - PROJECT NO: FTA5303-TP23(016), JOB PIECE NO. 15612(59)  
COMANCHE COUNTY  
AGREEMENT NO. 530324-03**

This Agreement is entered into between the Oklahoma Department of Transportation, hereinafter called the “**DEPARTMENT**”, acting for and on behalf of the State of Oklahoma, the Governor’s designee for the administration of 49 United States Code (U.S.C.) § 5303 Metropolitan Transportation Planning Program, and the Lawton Metropolitan Planning Organization hereinafter called “**LMPO**” for the purpose of providing multimodal transportation planning process of the Lawton Area Metropolitan Area Transportation Study (LMATS), and subject to the following terms and conditions:

**WITNESSETH:**

**WHEREAS**, Public Law 114-94 allowed for the implementation of the Fixing America’s Surface Transportation Act (FAST Act); and

**WITNESSETH:**

**WHEREAS**, 49 U.S.C. § 5303 encourages the continued improvement and evaluation of the metropolitan and statewide transportation planning process by metropolitan planning organizations, State department of transportation and public transit operators. 49 U.S.C Section 5303/FAST Act Section 3003-Metropolitan and Statewide transportation planning under the oversight of the Federal Transit Administration (FTA), funding is provided for multimodal transportation planning in metropolitan areas; and,

**WHEREAS**, Section 5303 authorizes the apportionment of funds to assist urbanized areas (UZAs) plan for the development, improvement, and effective management of their multimodal transportation systems; and,

**WHEREAS**, the DEPARTMENT has been designated to administer the Section 5303 Program within the State of Oklahoma; and,

**WHEREAS**, LMPO is an approved subrecipient of funds for the implementation of the Section 5303 Program; and,

**WHEREAS**, the DEPARTMENT is charged with the duty of administering and coordinating the approved program with the subrecipient agency, it is therefore deemed necessary to enter into an Agreement with the subrecipient agency to provide for the operation and administration of Section 5303 activities in the designated area;

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **SECTION 1: PURPOSE OF THE AGREEMENT**

The DEPARTMENT does hereby enter into this Agreement with LMPO for the purpose of providing funding for the Metropolitan Transportation Planning activities as defined in 49 U.S.C Section 5303 within the Lawton Metropolitan Area Transportation Study Area (LMATS) and further defined by the FY-2022 Unified Planning Work Program (UPWP). The intent of this Agreement is to maintain the comprehensive, continuing and cooperative transportation planning process in order to provide the most desirable multimodal transportation system that is compatible with community goals at a minimum expense.

## **SECTION 2: TIME FOR PERFORMANCE**

Time is considered of the essence in the performance of the services required by this Agreement and as further defined in the UPWP. LMPO will be prepared to commence work upon receiving a "Notice to Proceed" from the DEPARTMENT and shall complete all aspects of the Agreement with all practicable dispatch, in a sound economical and efficient manner for the duration of the Agreement period, which begins on July 01, 2021 and ends June 30, 2024.

It is understood and agreed between the parties hereto that the DEPARTMENT is receiving FTA funding which may be subject to certain funding restrictions which prevent the DEPARTMENT from making a commitment that obligates the DEPARTMENT to pay any funds beyond the aforementioned Agreement period.

The DEPARTMENT will initiate the closeout of this agreement within (ninety) 90 days after the end of the agreement fiscal year or at the end of the agreement period as defined.

Subsequent to the reevaluation of this Agreement, the parties hereto may, by supplemental Agreement, extend the contracted services at the discretion of the DEPARTMENT. Any supplemental Agreement shall provide for such amendments to the terms of this Agreement as are required and shall be executed with the same formality as this Agreement.

## **SECTION 3: THE ORGANIZATION**

Policy direction, plan selection, and development of programs for plan implementation of the LMATS Planning Process shall be vested in the Transportation Policy Board (TPB). TPB serves as LMPO whose membership and responsibilities are detailed in the Memorandum of Understanding dated February 11, 2014. The TPB will send LMATS, the Metropolitan Planning Organization (MPO), transportation plans, policies and implementation programs for review and endorsement.

## **SECTION 4: UNIFIED PLANNING WORK PROGRAM**

The specific activities to be implemented and financed during the Agreement period are described in the FY-2019 UPWP. The UPWP details the tasks, work responsibilities, costs and funding sources of each activity to be undertaken within the LMATS. The purpose and product of the UPWP will be a viable up-to-date twenty-year comprehensive multimodal transportation plan for the LMATS. Approval of the UPWP by the participants, the ITPC, and FHWA/FTA will constitute acceptance of the UPWP as a part of this Agreement.

## **SECTION 5: COMPENSATION**

This Agreement is subject to a federal aid financial assistance agreement between the DEPARTMENT and the US Department of Transportation. It is mutually understood the DEPARTMENT is performing an administrative function as an agent of the Federal government under the FTA Section 5303 Metropolitan Transportation Planning Program. No additional funds are available for use by the LMPO for cost overruns of any item set forth in this Agreement.

The DEPARTMENT presently has funds available which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, the DEPARTMENT agrees to participate in the planning effort to be conducted within the LMATS boundary as detailed in the UPWP. The participants agree that the financing of the LMATS as set forth in this Agreement is as follows:

Federal Fiscal Year 2023 allocated funding amount not to exceed **FOURTY TWO THOUSAND FOUR HUNDRED SEVENTY ONE DOLLARS (\$42,471.00)** for eligible Section 5303 activities.

Funding provided by this Agreement is for eighty percent (80%) of total actual auditable costs for available funds. The remaining match will be funded by local units of governments and the City of Lawton through LMPO. The DEPARTMENT will make reimbursement from any eligible FTA award for activities described in the UPWP. LMPO will submit to the DEPARTMENT monthly claims itemizing total actual costs incurred. Claims shall be submitted once a month, and in no case shall payments exceed an amount equal to that percentage of the work actually completed and reported in monthly progress reports. Previous year(s) remaining allocated FTA funds will be spent prior to current year allocated funds. Costs shall not exceed limits set by State law and shall conform to the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200. Private "For-Profit" entities may obtain indirect cost rates from the Defense Contract Audit Agency (DCAA) web-site at: <http://www.dcaa.mil>. A final voucher for claims arising under this Agreement shall be submitted within thirty (30) calendar days following the last day of the federal fiscal year, September 30, or the termination of this Agreement whichever comes first. Unused funds at the end of the contract period, will be go back into the 5303 general fund to be redistributed amongst eligible 5303 recipients.

## **SECTION 6: CHANGES AND MODIFICATIONS**

No changes or modifications in the manner, scope or type of services to be performed hereunder or the compensation to be paid by the DEPARTMENT hereunder shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in this Agreement.

## **SECTION 7: FUNDING DISPUTES**

In the event of disagreement between the parties relative to the eligibility of or the DEPARTMENT's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Deputy Director of the DEPARTMENT and the Executive Director of LMPO who jointly shall make the final

determination.

## **SECTION 8: GOVERNING RULES AND REGULATIONS**

LMPO and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Agreement, including, but not limited to: all allocable provisions as out lined in FTA Master Agreement (latest addition), workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, LMPO shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

DEPARTMENT Administrative Order No. B-310-1-(1), or any revision or replacement thereof, shall be the governing regulation for all in-state and out-of-state travel. All out-of-state travel associated with the UPWP and payable under this Agreement must have the written approval of the Director of LMPO. A copy of the approved travel voucher must be sent to the DEPARTMENT for approval prior to actual travel in order to be eligible for reimbursement. Reimbursement claims for travel expenses: transportation, lodging, per diem and other miscellaneous expenses, shall not exceed the maximum allowed for State agencies under Oklahoma law.

## **SECTION 9: AUDIT AND ACCESS TO RECORDS**

LMPO hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200.

LMPO shall permit representatives of the DEPARTMENT, FTA, State Auditor and Inspector, or the US Comptroller General's office to inspect and audit the books, documents, papers and records of the LMPO which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions.

LMPO agrees that as required under 49 U.S.C. § 5325(g) and 49 C.F.R. § 18.36(i)(10), to provide sufficient access to inspect and audit records and information pertaining to this Agreement, for a minimum of three years after services are rendered.

As part of this Agreement, LMPO agrees to provide the DEPARTMENT with a Single Audit performed in accordance to the audit requirements set forth in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and as further amended by U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200. The Single Audit shall be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

## **SECTION 10: INSPECTION OF WORK**

The DEPARTMENT shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda and any other materials of every description, which the DEPARTMENT considers pertinent to the work hereunder. The parties will fully inform each other in the event of



any review and inspection of work specified hereunder by other than party representatives. The DEPARTMENT shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

## **SECTION 11: RECORDS AND REPORTS**

LMPO hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200. LMPO shall maintain financial records, supporting documentation and other evidence pertaining to the costs incurred under this Agreement. These records will be made available for inspection by the DEPARTMENT and/or FTA at all reasonable times at the respective offices during the contract period and for three (3) years after the date of the final payment of Federal funds by the DEPARTMENT.

The DEPARTMENT and the FTA shall be accorded proper facilities and access to the premises to review all books, records, correspondence, instructions, receipts, vouchers and memoranda pertaining to the this agreement.

LMPO shall provide to the DEPARTMENT monthly reports of expenditures, by work items and a narrative discussion of accomplishments on work program items. Reports shall be submitted in such form as may be specified by the DEPARTMENT.

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations and similar materials developed by LMPO and/or its consultants and financed in whole or in part by the DEPARTMENT, shall be submitted to the participants for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of FTA shall be made directly in writing provided the same is sent to the DEPARTMENT's Transit Programs Division at the same time.

## **SECTION 12: OWNERSHIP OF DATA**

The ownership of the data collected under this Agreement, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the participant having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

## **SECTION 13: PUBLICATION PROVISIONS**

LMPO and/or its consultants shall be free to copyright material developed under this Agreement with the provision that the DEPARTMENT and FTA reserve a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this Agreement shall contain a credit reference to FTA such as "prepared in cooperation with the U.S. Department of Transportation and Federal Transit Administration."

## **SECTION 14: TERMINATION OF AGREEMENT**

A. For Convenience – the DEPARTMENT may, with the concurrence of FTA, terminate the

project and cancel this Agreement by giving thirty (30) days written notice if the continuation of the program would not, in the DEPARTMENT's opinion, produce beneficial results commensurate with the further expenditure of funds.

- B. For Cause – the DEPARTMENT may, by written notice to LMPO, terminate this Agreement for any of the following reasons:
- (1) LMPO takes any action pertaining to this Agreement without the approval of the DEPARTMENT and which, under the conditions set by this Agreement, would have required the approval of the DEPARTMENT.
  - (2) The commencement, execution or timely completion of the program by the LMPO, for any reason, rendered improbable, impossible or illegal.
  - (3) LMPO shall be in default under any provision of this Agreement.
- C. Mutual Agreement - By mutual agreement and consent of the parties hereto this Agreement may be terminated.
- D. Agreement Expiration - Termination of the Section 5303 Program, and the federal funding, will result in the expiration of this Agreement. The DEPARTMENT shall pay all claims in full up to the date of expiration

## **SECTION 15: GOVERNMENT WIDE NONPROCUREMENT SUSPENSION**

LMPO agrees to comply, and assures the compliance of each third party contractor and subrecipient, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension", 49 C.F.R. part 29. The LMPO will file, as "Exhibit A" to this Agreement, the "Certification Regarding Debarment and Suspension", as required.

## **SECTION 16: USE OF CONSULTANTS**

Under terms of this Agreement, the LMPO may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by LMPO, and are subject to prior written approval by the DEPARTMENT. Contracts for work to be done must, at a minimum, adhere to the provisions as outlined in the FTA master Agreement (latest version), meet the requirements of law relative to non-collusion and the provisions of 2 CFR Part 200. U.S. Department of Transportation regulations (49 CFR Part 29) require that the DEPARTMENT shall insure that each MPO insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit A) and further shall require its inclusion in any covered transaction the MPO may make. All contracts and discussions between the DEPARTMENT and consultants retained by LMPO must be initiated through LMPO.

## **SECTION 17: THIRD PARTY PROCUREMENT**

LMPO agrees to comply with the requirements of FTA Circular 4220.1(as amended), "Third Party Contracting Guidance"; 49 U.S.C Chapter 53 and 49 CFR §18.36, §19.40–19.48 regarding third party procurement policies in effect now and those which may be amended at a later time. LMPO shall inform the DEPARTMENT in writing and received approval of procurement process prior to award.

## **SECTION 18: BUY AMERICA**

LMPO agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidelines including but not limited to domestic preference procurement requirements under 49 U.S.C. § 5323(j) and 49 C.F.R. part 661 in accordance with the requirements of FAST ACT.

## **SECTION 19: ENERGY CONSERVATION REQUIREMENTS**

LMPO agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **SECTION 20: CLEAN AIR AND WATER REQUIREMENTS**

LMPO agrees to include adequate provisions in each third party agreement exceeding \$100,000 to ensure that each Third Party Participant will agree to report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities" and refrain from using any violating facilities.

LMPO agrees to report violations to FTA and the Regional U.S. EPA Office and comply with the inspection and requirements of Section 206 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and as amended 42 U.S.C. §§ 7401-7671q; Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368 and as amended 33 U.S.C. §§ 1251-1377.

## **SECTION 21: EMPLOYEE PROTECTIONS**

A. Awards Involving Construction - LMPO agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:

(1) Prevailing Wage Requirements of:

- (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),
- (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and
- (c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

(2) Wage and Hour Requirements of:

- (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
- (b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

(3) "Anti -Kickback" Prohibitions of:

- (a) Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874,
- (b) Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145,
- (c) U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 C.F.R. part 3.

(4) Construction Site Safety of:

- (a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
- (b) U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

- B. Awards Not Involving Construction - LMPO agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
- C. Awards Involving Commerce - LMPO agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.
- D. Public Transportation Employee Protective Arrangements - As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, LMPO agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b) must be in effect:
  - (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307-5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. LMPO agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that LMPO must comply with its terms and conditions.
  - (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated

or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. LMPO agrees that U.S. DOL Special Warranty is a condition of the Underlying Agreement and the LMPO must comply with its terms and conditions.

(3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. LMPO agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

## **SECTION 22: LOBBYING**

The LMPO certifies compliance with the Anti-Lobbying Certification and Disclosure of Lobbying Activities for third party contractors as mandated by 31 U.S.C. § 1352, as amended, of the Lobbying Disclosure Act of 1995. The LMPO also certifies that it will file, as “Attachment A” to this Agreement, the “Certification Regarding Lobbying”, as required by U.S. Department of Transportation (DOT) implementing regulation, "New Restrictions on Lobbying," at 49 C.F.R. part 20; more specifically Section 20.110.

## **SECTION 23: FEDERAL CHANGES**

LMPO shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (latest revision) between the DEPARTMENT and FTA, as they may be amended or promulgated from time to time during the term of this contract. LMPO’s failure to so comply shall constitute a material breach of this Agreement.

## **SECTION 24: NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

LMPO agrees to submit all third party agreements to the DEPARTMENT for review prior to execution of agreement. A copy of the final executed agreement will be provided to the DEPARTMENT.

The DEPARTMENT and LMPO acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the DEPARTMENT, LMPO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

LMPO agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **SECTION 25: COVENANT AGAINST CONTINGENT FEES**

LMPO warrants that it has not employed or retained any company or person specifically to solicit or secure this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the DEPARTMENT shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **SECTION 26: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

LMPO acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3802 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR. Part 31; apply to its actions pertaining to this project. Upon execution of the underlying contract, LMPO certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, LMPO further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on LMPO to the extent the Federal Government deems appropriate.

LMPO also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) to the extent the Federal Government deems appropriate.

LMPO agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **SECTION 27: PRIVACY ACT**

LMPO agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

LMPO agrees to obtain the express consent of the Federal Government before LMPO or its employees operate a system of records on behalf of the Federal Government. LMPO understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

LMPO also agrees to include these requirements in each subcontract to administer any

system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **SECTION 28: CERTIFICATE OF ELIGIBILITY**

US Department of Transportation regulations (49 C.F.R. part 29) require that all contractors and consultant contractors execute a "Certificate of Eligibility" which is attached hereto as Attachment "B" and by reference incorporated herein and made a part hereof.

## **SECTION 29: CIVIL RIGHTS REQUIREMENTS**

LMPO understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless LMPO or a federal program, including the Tribal Transit Program or the Indian Tribal Recipient is specifically exempted from a civil rights statute, FTA and the DEPARTMENT require compliance with that civil rights statute, including compliance with equity in service:

A. Nondiscrimination in Federal Public Transportation Programs - LMPO agrees to, and assures that it and each Third Party Participant, will:

- (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age.
- (2) Prohibit the:
  - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
  - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
  - (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
- (3) Follow:
  - (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
  - (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act - LMPO agrees to, and assures that each Third Party Participant, will:

- (1) Prohibit discrimination based on race, color, or national origin,
- (2) Comply with:
  - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
  - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
  - (c) Federal transit law, specifically 49 U.S.C. § 5332, and

(3) Follow:

- (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
- (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
- (c) All other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

(1) Federal Requirements and Guidance. LMPO agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is
- (c) Comply with federal transit law, specifically 49 U.S.C. § 5332.
- (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and
- (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,

(2) Specifics. LMPO agrees to, and assures that each Third Party Participant will:

- (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent,
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
  - 1. Recruitment advertising, recruitment, and employment,
  - 2. Rates of pay and other forms of compensation,
  - 3. Selection for training, including apprenticeship, and upgrading, and
  - 4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

(3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Disadvantaged Business Enterprise - To the extent authorized by applicable federal laws and regulations, LMPO agrees to facilitate, and assures that each Third Party Participant



will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:

- (1) Statutory and Regulatory Requirements. LMPO agrees to comply with:
  - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
  - (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and
  - (c) Federal transit law, specifically 49 U.S.C. § 5332.
- (2) DBE Program Requirements. An Entity that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal.
- (4) Assurance. As required by 49 C.F.R. § 26.13(a):
  - (a) Recipient Assurance - LMPO agrees and assures that:
    1. It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
    2. It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,
    3. Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
    4. Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
  - (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance - LMPO agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
    1. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
    2. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable,
    3. Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and

4. The following remedies, or such other remedy as LMPO deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
  - (5) Remedies. Upon notification to LMPO of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*
- E. Nondiscrimination on the Basis of Sex - LMPO agrees to comply with federal prohibitions against discrimination on the basis of sex, including:
- (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
  - (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, And
  - (3) Federal transit law, specifically 49 U.S.C. § 5332.
- F. Nondiscrimination on the Basis of Age - LMPO agrees to comply with federal prohibitions against discrimination on the basis of age, including:
- (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,
  - (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625,
  - (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the, administration of Programs, Projects, and related activities receiving federal assistance,
  - (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and
  - (5) Federal transit law, specifically 49 U.S.C. § 5332.
- G. Nondiscrimination on the Basis of Disability - LMPO agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
    - (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
    - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:
      1. For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
      2. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”

- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
  - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
  - (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations, including:
- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
  - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
  - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
  - (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
  - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
  - (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
  - (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
  - (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
  - (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
  - (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and
  - (k) Other applicable federal civil rights and nondiscrimination guidance.

H. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections - LMPO agrees to comply with the confidentiality and civil rights protections of:

- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
- (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
- (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

I. Access to Services for Persons with Limited English Proficiency - LMPO agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:

- (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and
- (2) U.S. DOT Notice, “DOT Policy Guidance Concerning LMPOs’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14,

2005.

- J. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance - LMPO agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
- (1) Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

### **SECTION 30: THE AMERICANS WITH DISABILITIES ACT NON-DISCRIMINATION CLAUSE**

LMPO assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the LMPO. The LMPO agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended by 29 U.S.C. § 794, The Americans with Disability Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, Federal transit law 49 U.S.C. § 5332, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, U.S. DOT regulations 49 C.F.R. part 37, part 27, part 39, and FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609.

Specifically, the following discriminatory actions are prohibited:

- (1) In providing any aid, benefit, or service, LMPO will not directly or through contractual, licensing, or other arrangements, on the basis of disability:
- (a) Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit or service.
  - (b) Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not substantially equal to that afforded persons who do not have a disability.
  - (c) Provide a qualified person with a disability an aid, benefit or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as persons without disabilities.
  - (d) Provide different or separate aid, benefits, or services to persons with disabilities or to any class of persons with disabilities unless such action is necessary to provide the aids, benefits or services that are as effective as those provided to persons without disabilities.
  - (e) Aid or perpetuate discrimination against a qualified person with a disability by providing financial or other assistance to an agency, organization, or person that discriminates on the basis of disability.
  - (f) Deny a qualified person with a disability the opportunity to participate in conferences, planning or advising opportunities.

- (g) Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.
- (2) For purposes of these assurances, aids, benefits, and services, to be equally effective, are not required to produce the identical result or level of achievement for disabled and nondisabled persons, but must afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting that is reasonably achievable.
- (3) Even if separate or different aids, benefits or services are available to persons with a disability, LMPO will not deny a qualified person with a disability the opportunity to participate in the programs or activities that are not separate or different.
- (4) LMPO will not, directly or through contractual or other arrangements, utilize criteria or methods of administration:
  - (a) That have the effect of subjecting qualified persons with a disability to discrimination on the basis of disability,
  - (b) That have the purpose or effect of defeating or substantially reducing the likelihood that persons with disabilities can benefit from the objectives of the program or activity, or
  - (c) That yield or perpetuate discrimination against another recipient of federal funds if both recipients are subject to common administrative control or are agencies of the same State.
- (5) In determining the site or location of a facility, LMPO will not make selections:
  - (a) That have the effect of excluding persons with disabilities from, denying them the benefits of, or otherwise subjecting them to discrimination under any program or activity, or
  - (b) That has the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the program or activity with respect to persons with disabilities.
- (6) As used in these assurances, the aid, benefit or service provided under a program or activity includes any aid, benefit or service provided in or through a facility that has been constructed, expanded, altered, leased or rented, or otherwise acquired, in whole or in part, with Federal financial assistance.

Future Effect of Assurances - Recipients of Federal financial assistance, and transferees of property obtained by a recipient with the participation of Federal financial assistance, are bound by the above assurances under the following circumstances:

- (1) When Federal financial assistance is provided in the form of a conveyance of real property or an interest in real property from the U.S. Department of Transportation, the instrument of conveyance shall include a covenant running with the land binding LMPO and subsequent transferees to comply with the requirements for so long as the property is used for the purpose of which the Federal financial assistance was provided or for a similar purpose.
- (2) When Federal financial assistance is used to purchase or improve real property, these assurances shall obligate LMPO to comply with the requirements and

require any subsequent transferee of the property, who is using the property for the purpose for which Federal financial assistance was provided, to agree in writing to comply with the requirements. The obligations of LMPO and transferees shall continue in effect for as long as the property is used for the purpose for which Federal financial assistance was provided or for a similar purpose.

- (3) When Federal financial assistance is provided in the form of, or is used to obtain, personal property, these assurances shall obligate LMPO to comply with the requirements for the period it retains ownership or possession of the property or the property is used by a transferee for purposes directly related to the operations of LMPO.
- (4) When Federal financial assistance is used for purposes other than to obtain property, these assurances shall obligate LMPO to comply with the requirements for the period during which the Federal financial assistance is extended to the program or activity.

Notice - LMPO will take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the LMPO that it does not discriminate on the basis of disability.

Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in agency publications and distribution of memoranda or other written communications.

Effect of State or local law - The obligation to comply with Section 504 of the Rehabilitation Act of 1973 is not obviated or affected by any State or local law.

### **SECTION 31: TRAFFICKING IN PERSONS**

LMPO and its subcontractor agrees to comply and assures the compliance, with federal requirements and guidance, including:

1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and;
2. The terms of this section 4.g, which has been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, per U.S. OMB's direction.

### **SECTION 32: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. LMPO shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the DEPARTMENT to be in violation of the FTA terms and conditions.

### **SECTION 33: BREACHES AND DISPUTES RESOLUTION**

- A. Disputes - Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the DEPARTMENT's General Counsel. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, LMPO mails or otherwise furnishes a written appeal to the General Counsel. In connection with any such appeal, LMPO shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Counsel shall be binding upon LMPO and LMPO shall abide by the decision.
- B. Performance during Dispute - Unless otherwise directed by the DEPARTMENT, LMPO shall continue performance under this Agreement while matters in dispute are being resolved.
- C. Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the DEPARTMENT and LMPO arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Oklahoma.
- E. Rights and Remedies - The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the DEPARTMENT or LMPO shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- F. Governing Law and Venue - Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

### **SECTION 34: THIRD-PARTY CONTRACT WARRANTIES**

The LMPO shall include the above required clauses contained in Sections 8 through 13, 15 through 32, 34,36 through 40 and 43 in all subcontracts entered into pursuant to this Agreement, and shall include the following provision in any sub agreement it enters into with a private entity as defined in section 4.g(2)(c) of the FTA Master Agreement:

The City of Lawton agrees that it and its employees that participate in the Recipient's Award, may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,

2. Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or
3. Use forced labor in the performance of the Recipient's Award or sub agreements thereunder.

## **SECTION 35: HOLD HARMLESS CLAUSE**

LMPO shall hold harmless the DEPARTMENT and the US Department of Transportation from all claims and liability due to its negligent acts or omissions or the negligent acts or omissions of its subcontractor's agents or employees or any violation of the conditions of the Section 5333(b) Warranty during the course of this Agreement.

## **SECTION 36: RESEARCH**

Applicability - LMPO understands and agrees that this section applies to all "Research-Type" programs to which FTA provides federal assistance, including the following programs:

- (1) Programs authorized under 49 U.S.C. § 5312, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
- (2) Programs authorized under 49 U.S.C. § 5313, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
- (3) Programs authorized under 49 U.S.C. § 5314, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
- (4) Programs authorized by the repealed section 3045 of SAFETEA-LU,
- (5) Programs authorized under repealed section 3046 of SAFETEA-LU, and
- (6) Other similar research Programs for which FTA awards federal assistance.

Provisions for Underlying Agreements for "Research-Type" Awards - LMPO agrees that the following provisions will apply to the Underlying Agreement for a "Research-Type" Project or related activities:

- (1) Report- The LMPO agrees that in addition to any other Report FTA may require, LMPO will prepare and submit to FTA a Report of each Project and related activities that describes the subject (or subjects) investigated, the methods used, the results, and the conclusions reached, is satisfactory, sufficiently organized, well-written, and comprehensive.
- (2) Disclaimer - The Report must contain the following disclaimer: This document is disseminated under the sponsorship of the United States Department of Transportation, Federal Transit Administration, in the interest of information exchange. The United States government assumes no liability for the contents or use thereof. The United States government does not endorse products or manufacturers. Trade or manufacturers' names appear herein solely because they are considered essential to the contents of the report.
- (3) Format - The Report must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and the specific publication elements and report style guide at [http://www.fta.dot.gov/research/program\\_requirements](http://www.fta.dot.gov/research/program_requirements). The Report must identify clearly and precisely any specific information or data that is



- confidential, privileged, or proprietary that is contained within any report or document.
- (4) Publication - Except for confidential, privileged, or proprietary information in the Report, FTA may publish the Report, and make it available for publication on the Internet or in any other venue.
  - (5) Identification of Federal Assistance - LMPO that:
    - (a) It will display notice on any product developed with federal assistance for 49 U.S.C. § 5312 that the U.S. Department of Transportation, Federal Transit Administration provided federal assistance to support the development of the product that is tangible and is produced from, or is a result of, a Project, is a deliverable, and visible to the public, or is or will be made available to other research organizations, or public transportation providers, and consists of equipment, a prototype, hardware, construction, reports, data, software, internet pages, or any similar item.
    - (b) The notice will be given using an appropriate sign, designation, or notice.
  - (6) Special Disposition Provision - In addition to other disposition provisions, FTA may vest title in tangible personal property used in the conduct of basic or applied scientific research in a nonprofit institution of higher education or in a nonprofit organization whose primary purpose is conducting scientific research, provided the requirements of 31 U.S.C. § 6306 are met.
  - (7) Protection of Human Subjects - LMPO agrees to comply with protections for human subjects involved in a Project or related activities supported through the Underlying Agreement as required by the National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 C.F.R. part 11.

## **SECTION 37: GOVERNING FEDERAL, STATE AND LOCAL LAWS REGULATIONS AND GUIDANCE**

LMPO and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Agreement including but not limited to workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, LMPO shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

This Agreement shall be governed and construed in accordance with the federal laws, the laws of the State of Oklahoma and the applicable rules, regulation, policies and procedures of the Oklahoma Transportation Commission. At any time after the execution of this agreement, changes to federal or state laws or regulations applicable to this agreement will requirement the DEPARTMENT to amend this agreement to assure compliance with those changes.

At any time after the execution of this agreement, changes to federal or state laws or regulations applicable to this agreement will requirement the DEPARTMENT to amend this agreement to assure compliance with those changes.

## **SECTION 38: PATENT RIGHTS**

LMPO agrees that:

- (1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when LMPO or Third Party Participant produces a patented or patentable invention, improvement, or discovery,
- (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement, or
- (3) When a patent is issued or patented information becomes available as described in section 17.a(2) of the 2017 FTA Master Agreement(as amended), the LMPO will notify the DEPARTMENT and FTA immediately, and provide a detailed report satisfactory to FTA and the DEPARTMENT.
- (4) Its rights and responsibilities, and each Third Party Participant's rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof, and
- (5) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the LMPO will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 *et seq.*, and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401.
- (6) Consistent with the applicable U.S. DOT Common Rules, the LMPO agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

### **SECTION 39: RIGHTS IN DATA AND COPYRIGHTS**

Subject Data for the purpose of this Agreement will mean recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Underlying Agreement. An examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.

A. General Federal Restrictions - The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:

- (1) Prohibitions - LMPO may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
- (2) Exceptions - The prohibitions do not apply to publications or reproductions for the LMPO's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.

B. Federal Rights in Data and Copyrights - LMPO agrees that:

- (1) General - It must provide a license to its "subject data" to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other

entities or individuals to use the subject data provided those actions are taken for Federal Government purposes, and

(2) U.S. DOT Public Access Plan – Copyright License - LMPO grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. LMPO herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.

C. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs - In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the LMPO and its Third Party Participants. Therefore, the LMPO agrees that:

(1) Publicly Available Report - When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.

(2) Other Reports - It must provide other reports related to the Award that FTA may request.

(3) Availability of Subject Data - FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.

(4) Identification of Information - It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.

(5) Incomplete - If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes "subject data" and must be delivered as the Federal Government may direct.

(6) Exception - This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the LMPO's use, and acquired with FTA capital program assistance.

D. License Fees and Royalties - Consistent with the applicable U.S. DOT Common Rules, LMPO agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with federal applicable requirements.

E. Hold Harmless - Upon request by the Federal Government, the LMPO agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. LMPO will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.

F. Restrictions on Access to Patent Rights - Nothing Agreement pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

G. Data Developed Without Federal Assistance or Support - LMPO agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without

federal assistance, even though that data may have been used in connection with the Award. LMPO agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."

H. Requirements to Release Data - LMPO understand and agree that the Federal Government may be required to release data and information which is submits to the Federal Government as required under:

(1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552,

(2) The U.S. DOT Common Rules,

(3) U.S. DOT Public Access Plan, which provides that the LMPO agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howtocomply.html>, or

(4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

## **SECTION 40: HEADINGS**

Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

## **SECTION 41: BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the DEPARTMENT and LMPO and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

## **SECTION 42: NOTICES**

All notices, demands, requests, or other communications, which may be or are required to be given, served or sent by either party to the other pursuant to the Agreement shall be in writing and shall be deemed to have been properly given or sent:

- (1) if intended for the DEPARTMENT, by electronic transmission, mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the state at:

Oklahoma Department of Transportation  
Office of Mobility and Public Transit  
200 Northeast 21st Street C-1B  
Oklahoma City, Oklahoma 73105-3204

(Agenda and meeting notices, because of their volume, may be sent by third class mail or by electronic transmission)

(2) if intended for LMPO, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to LMPO at:

Lawton Metropolitan Planning Organization  
Planning Division  
212 Southwest 9<sup>th</sup> Street  
Lawton, Oklahoma 73501

#### **SECTION 43: SEVERABILITY**

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

**FEDERAL AWARD INFORMATION**

**SECTION 5303 – Metropolitan and Statewide Planning**

CFDA #20.505

Federal Award Identification Number (Fain) – OK-2023-036-00

Period of Performance: July 1, 2021-June 30, 2024

**FTA Recipient:**

Oklahoma Department of Transportation  
200 NE 21st St, Oklahoma City, OK 73105  
Attention: Jared Schwennesen  
(405) 521-4302  
[jschwennesen@odot.org](mailto:jschwennesen@odot.org)

**Oklahoma Department of Transportation (ODOT) Subrecipient Information:**

UEI Name: Lawton Metropolitan Planning Organization

UEI # QDMHLN5UM3N5

Federal Award Project Description (FFATA):

Metropolitan Transportation Planning Program

Project Federal Award Date: August 23, 2023

Is this Project Research and Development: No

Subrecipient Required Match Amount for this Project: \$10,617.00

Subrecipient Approved Indirect Cost Rate: \_\_N/A\_\_

Approved Federal Budget: \$1,130,139.00

Amount of Federal Funds Obligated by this Agreement: \$ 42,471.00

Total Amount of Federal Funds Awarded (including this agreement) \$: 42,471.00

Total Amount of Fed Award: \$904,110.00



**ATTACHMENT A**

**CERTIFICATION REGARDING LOBBYING**

**(31 U.S.C. § 1352; 49 C.F.R. part 20)**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**EXECUTE THE FOLLOWING**



**ATTACHMENT A**

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Any person who fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The City of Lawton, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the City of Lawton understands and agrees that the provisions of 31 U.S.C. § 3802, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Chairperson  
Lawton Metropolitan Planning Organization

\_\_\_\_\_  
Date

**ATTACHMENT B**

**US DEPARTMENT OF TRANSPORTATION REQUIRED CERTIFICATION OF ELIGIBILITY**

STATE OF: OKLAHOMA ) ss:

COUNTY OF: COMANCHE)

I, \_\_\_\_\_, of lawful age, being duly sworn on oath or affirmation and under penalty of perjury under the laws of the United States and the State of Oklahoma, states:

1. That (s)he is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.
  
2. That, except as noted below, the City of Lawton or any person associated therewith in the capacity of owner, partner, director, officer, principle investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:
  - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
  - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; and
  - c. Does not have a proposed debarment pending; and
  - d. Has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years, except:



\_\_\_\_\_

**If none, enter the word "NONE" on the line above.**

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

( \_\_\_\_\_ )  
Print in the person's name

Chairperson  
Lawton Metropolitan Planning Organization

**ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public, in and for the State of Oklahoma, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument as the maker thereof, whether as an individual, a member of said co-partnership, or authorized agent, or officer of said Corporation, and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed for the purpose and reconsideration therein expressed, and in the capacity therein set forth.

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_

Notary Public

\_\_\_\_\_

My Commission Expires

AFFIX SEAL

**EXHIBIT A**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**CERTIFICATION (49 CFR PART 29)**  
**(page 1 of 2)**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**EXHIBIT A**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**CERTIFICATION (49 CFR PART 29)**  
(page 2 of 2)

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion**  
**Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Chairperson  
Lawton Metropolitan Planning Organization

\_\_\_\_\_  
Date

**EXHIBIT B**  
**NONDISCRIMINATION OF EMPLOYEES**  
(page 1 of 2)

During the performance of this contract, the LMPO, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

- (1) The LMPO and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
- (2) That any subcontract entered into by the LMPO for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees", and the same shall be appended to said subcontract and incorporated therein by reference.
- (3) The LMPO shall refrain from "discriminatory practices", as hereinafter defined. It is a discriminatory practice for the LMPO to:
  - (a) Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age or handicap; or
  - (b) To limit, segregate or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age or handicap; or
  - (c) Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining; or
  - (d) Publish or cause to be printed or published any notice or advertisement relating to employment by the LMPO indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment; or
  - (e) Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991; or
  - (f) Aid, abet, incite or coerce a person to engage in a discriminatory practice; or
  - (g) Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives; or

**EXHIBIT B**  
**NONDISCRIMINATION OF EMPLOYEES**  
(page 2 of 2)

- (h) Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991; or
  - (i) Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991.
- (4) The LMPO further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to the LMPO in the performance of this Contract.
- (5) Sanctions for Noncompliance - In the event the LMPO violates or refuses to abide by any of the provisions herein set forth, the DEPARTMENT reserves the right and option to:
- (a) Withhold payments to the LMPO until the LMPO furnishes satisfactory evidence of compliance and correction of all violations; or
  - (b) Cancel, terminate or suspend the Contract, in whole or in part, without further liability to the DEPARTMENT other than payment for work performed up to the effective date of cancellation or termination of the contract.
  - (c) All violations which are not corrected by the LMPO within such time as is specified by the DEPARTMENT in its notice of violation shall be reported to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- (6) Immediately upon notification of Contract award, the LMPO shall submit to the DEPARTMENT's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
- (7) The LMPO hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties and responsibilities of said Commission.
- (8) The LMPO further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

## EXHIBIT C

### OKLAHOMA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES POLICY STATEMENT

It is the policy of the Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) (formerly MBE) as defined in Title 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE/WBE requirements of Title 49 CFR Part 26 apply to this Agreement.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in Title 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Oklahoma Department of Transportation and its Consultants shall take all necessary and reasonable steps in accordance with Title 49 CFR Part 26 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation and its Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Department of Transportation, may result in termination of the contract by the recipient or other such remedy, as the recipient deems appropriate.

- (1) It is national policy to award a fair share of contracts to socially and economically disadvantaged business owners. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
  - (a) Including qualified socially and economically disadvantaged business on solicitation lists.
  - (b) Assuring that socially and economically disadvantaged business are solicited whenever they are potential sources.
  - (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - (d) Where the requirement permits, establishing delivery schedules that encourage participation by small and minority businesses.
  - (e) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
  - (f) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
- (2) Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
- (3) Grantees are encouraged to procure goods and services from labor surplus areas.
- (4) Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.



**EXHIBIT D**

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards in excess of \$100,000, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative Agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Chairperson  
Lawton Metropolitan Planning Organization

\_\_\_\_\_  
Date

**EXHIBIT A  
STATUTORY AFFIDAVIT**

State of Oklahoma            )  
  )  
County of COMANCHE    )

Affiant, \_\_\_\_\_, of lawful age, and having been first duly sworn, on oath states:

1. That I am the duly authorized agent of the Lawton Metropolitan Planning Organization to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of that contract, 74 OS §85.22.
2. That the LMPO has registered and fully participates in the Status Verification System, as required by Title 25 O.S. Section 131 3(B)( 1), to verify the work eligibility status of all new employees of the LMPO.
3. That neither the LMPO nor anyone subject to the LMPO’s direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract to which this statement is attached, 74 OS §85.22.
4. That no person who has been involved in any manner in the development of this Agreement while employed by the Oklahoma Department of Transportation shall be employed to fulfill any of the services provided for under this contract, 74 OS §85.42.
5. That, to the best of my knowledge and belief, the LMPO has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which would result in a substantial duplication of the services or final product acquired by this contract, 74 OS §85.41.

**FURTHER AFFIANT SAITH NOT.**

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

State of Oklahoma            )  
  )  
County of COMANCHE    )

Subscribed and sworn before the undersigned on the \_\_\_\_ day \_\_\_\_\_, 2024.

My Commission Expires: \_\_\_\_\_

Notary Public

My Commission Number: \_\_\_\_\_

## STATUS VERIFICATION SYSTEM AFFIDAVIT

STATE OF: OKLAHOMA )  
) SS:  
COUNTY OF: COMANCHE )  
Print County

I, \_\_\_\_\_, of lawful age, and having been first duly sworn, on oath states:  
Print Name

1. That I am the agent authorized by the LMPO to submit the attached Agreement to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and have been personally and directly involved in the procurement of this Agreement.
2. That the LMPO has registered and fully participates in the Status Verification System, as required by Title 25 O.S. Section 131 3(B)( 1), to verify the work eligibility status of all new employees of the LMPO.

### **FURTHER AFFIANT SAITH NOT.**

\_\_\_\_\_  
AFFIANT

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

\_\_\_\_\_  
Commission Expiration Date

AFFIX SEAL

\_\_\_\_\_  
Commission Number



**LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider approving changes to the membership of the LMPO Air Quality Stakeholder Advisory Committee.

**INITIATOR:** Charlotte Brown, LMPO Director

**STAFF INFORMATION SOURCE:** Jonathan Stone, LMPO Assistant Director

**BACKGROUND:** In 2001 the Lawton City Council created the Lawton Metropolitan Area Air Quality Committee (LMAAQC) to recommend actions to help reduce ozone levels in our community. In 2014, the Policy Board created the Lawton Metropolitan Planning Organization Air Quality Stakeholder Advisory Committee (LMPO AQ SHAC) and the City of Lawton dissolved the LMAAQC.

The Planning staff works with the LMPO AQ SHAC each year to develop the air quality awareness campaign. The air quality awareness campaign is funded through the LMPO using the Congestion Mitigation and Air Quality grant.

At the March 5, 2024, meetings of the Transportation Technical Committee, and Transportation Policy Board, Staff recommended changes to the membership of the committee to help ensure that the committee is able to reach a quorum and provide guidance to staff at meetings. Both committees provided feedback and recommendations.

Staff has taken those recommendations and produced a final proposal for membership changes.

**EXHIBITS:** Existing Committee Membership with changes noted  
Staff Proposed Committee Membership

**KEY ISSUES:** Membership of the LMPO AQ SHAC

**FUNDING SOURCE:**

**RECOMMENDED ACTION:** Approve changes to the membership of the LMPO Air Quality Stakeholder Advisory Committee.



Draft Changes to LMPO AQ SHAC

	Organization	Title
	KCCU-FM Cameron University	Director of Development
	<del>KJMZ-FM 98.1</del>	<del>Station Manager</del>
	<del>KLAW, KZCD, KVRW-FM 107.3 Town Square Media</del>	<del>Station Manager</del>
	<del>KBZQ-FM</del>	<del>Station Manager</del>
	<del>KMGZ-FM Magic 95</del>	<del>Station Manager</del>
Voting	Lawton Constitution	Editor
Voting	KSWO TV 7	Station Manager
	<del>City of Lawton</del>	<del>Director Public Works &amp; Engineering</del>
	<del>County</del>	<del>Commissioner</del>
Voting	ODOT	MPO & Air Quality Coordinator
	<del>ASCOG</del>	<del>Director</del>
Voting	Fort Sill	Fort Sill Environmental Director
Voting	Lawton Chamber of Commerce	President & CEO
Voting	LATS	General Manager
Voting	LPS	Superintendent
Voting	AEP/PSO	Operations Supervisor
	<del>Goodyear</del>	<del>Environmental</del>
	<del>Bar-S Foods</del>	
Non Voting	<del>FHWA</del>	<del>Community Planner</del>
Voting	ODEQ Air Quality Division	Environmental Program Manager
Voting	Lawton MPO	Director
	<del>City of Lawton</del>	<del>Traffic Engineer</del>
Voting	Airport Authority	Manager
	<del>Republic Paperboard</del>	
	<del>ETA</del>	<del>Community Planner</del>
New Voting	<u>Cameron University</u>	
New Voting	<u>Lawton Industrial Development Authority (LIDA)</u>	





Draft Changes to LMPO AQ SHAC

<b>Organization</b>	<b>Title</b>
Lawton Constitution	Editor or their designated representative
KSWO TV 7	Station Manager or their designated representative
ODOT	MPO & Air Quality Coordinator or their designated representative
Fort Sill	Fort Sill Environmental Director or their designated representative
Lawton Chamber of Commerce	President & CEO or their designated representative
LATS	General Manager or their designated representative
LPS	Superintendent or their designated representative
AEP/PSO	Operations Supervisor or their designated representative
ODEQ Air Quality Division	Environmental Program Manager or their designated representative
Lawton MPO	Director or their designated representative
Airport Authority	Manager or their designated representative
Cameron University	Designated Representative
Lawton Industrial Development Authority (LIDA)	Appointed Member
FHWA (Non-Voting)	Community Planner or their designated representative



**LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider approving boundary changes to the Lawton Metropolitan Area Urbanized Area boundary and authorizing Staff to submit the revised to State and Federal agencies for approval.

**INITIATOR:** Charlotte Brown LMPO Director

**STAFF INFORMATION SOURCE:** Jonathan Stone, Assistant LMPO Director

**BACKGROUND:** Every 10 years after the Census, the Census bureau updates the boundaries of urbanized areas. MPOs are given the opportunity to revise the urbanized areas based on local knowledge that is not gathered in the Census. These boundaries are required to include the existing urbanized area and should also include any areas that are urbanized but do not show on the Census map. This includes roadways that function as urban roads even when they are not in urbanized areas.

Staff has prepared a recommended urban boundary map, and the Transportation Technical Committee will make a recommendation at their April 2, 2024 meeting.

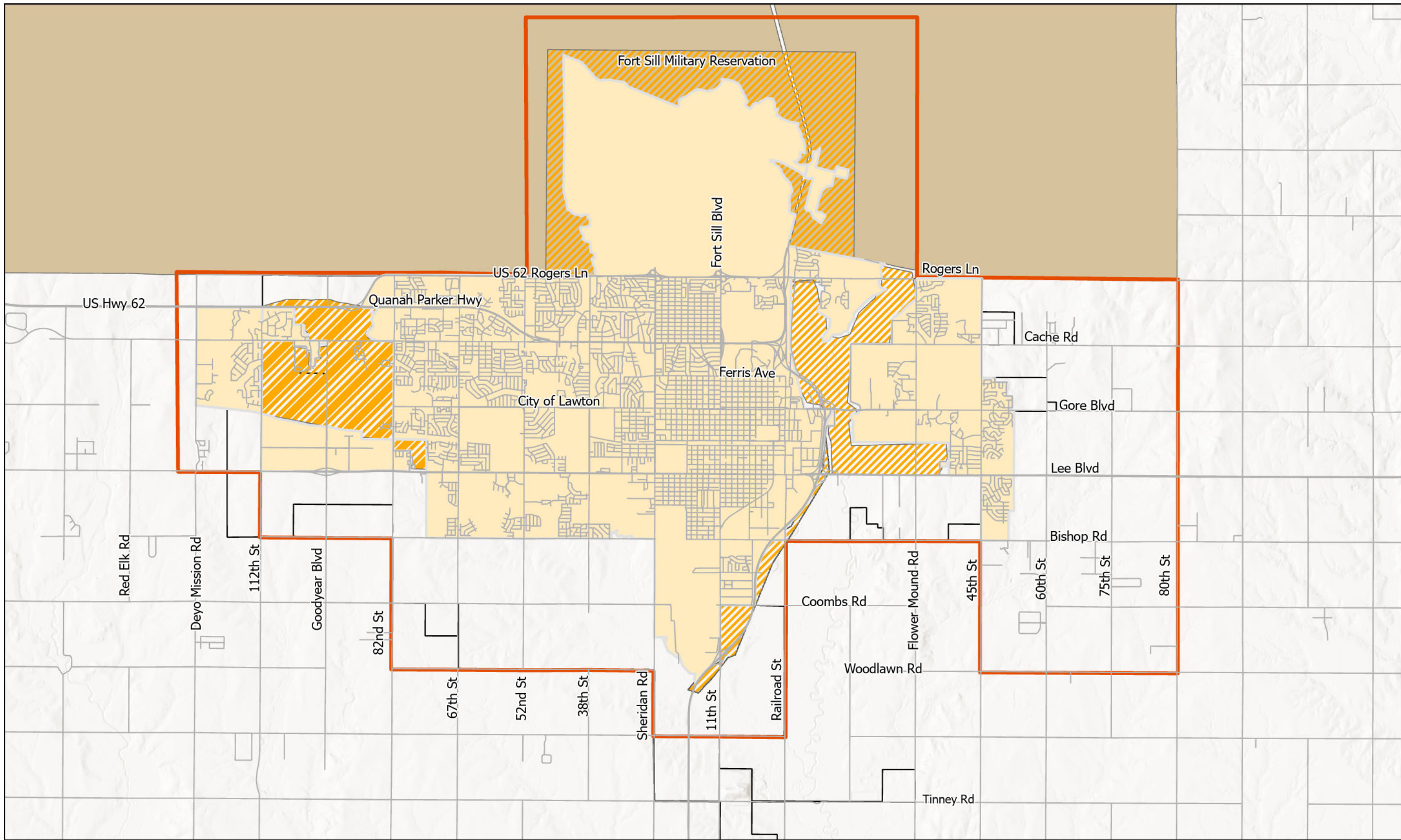
**EXHIBITS:** Staff recommended 2024 Urban Boundary Map

**KEY ISSUES:** What areas should be included in the new urbanized boundary?

**FUNDING SOURCE:** N/A

**RECOMMENDED ACTION:** Approve the boundary changes to the Lawton Metropolitan Area Transportation Urbanized Area boundary and authorize Staff to submit the revised boundary State and Federal agencies for approval.





Legend

- Street
- 2020 Census Urban Area
- NewUrbanArea
- LMPO Urban Area 2024
- Ft.Sill
- Lawton City Limits



**LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Select a project or projects for the Carbon Reduction Grant consider providing direction to Staff regarding the local match for the grant, and consider authorizing Staff to pursue the grant for the selected project or projects.

**INITIATOR:** Charlotte Brown LMPO Director

**STAFF INFORMATION SOURCE:** Jonathan Stone, Assistant LMPO Director

**BACKGROUND:** The Oklahoma Department of Transportation has informed the Lawton Metropolitan Planning Organization that there are funds in the Carbon Reduction Grant that the LMPO may apply for.

The purpose of the Carbon Reduction Program grant is to reduce transportation emissions through the development of carbon reduction strategies and to fund projects designed to reduce transportation emissions.

At the December 5th meeting Staff presented a list of possible projects and the Policy Board selected the top three priorities:

1. Implementing project recommendations from the Traffic Flow Study.
2. Traffic signal timing and improvement to reduce congestion.
3. TAP grant eligible project, sidewalk, or bike trail connections.

ODOT has informed the LMPO of the funding under this grant that is available and the spending deadline for each year's funds.

Year	Funds	Spending Deadline
FFY22	\$336,396	September 30, 2025
FFY23	\$343,124	September 30, 2026
FFY24	\$307,051	September 30, 2027

**EXHIBITS:** None

**KEY ISSUES:** What project or projects should be selected to apply for the Carbon Reduction Grant?

Where should the local match come from?

**FUNDING SOURCE:** 80% Federal (Carbon Reduction Grant) 20% local

**RECOMMENDED ACTION:** Select a project or projects for the Carbon Reduction Grant and authorize Staff to pursue the grant for the prioritized projects.





**LMPO TRANSPORTATION POLICY BOARD AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Receive a presentation from ODOT regarding the allowed uses and intent of CMAQ funds, discuss the use of CMAQ funding allocated to the LMPO and provide direction to Staff.

**INITIATOR:** Charlotte Brown, LMPO Director

**STAFF INFORMATION SOURCE:** Charlotte Brown, LMPO Director  
Jonathan Stone, LMPO Assistant Director

**BACKGROUND:** The Lawton MPO receives three grants, PL, CMAQ, and 5303. The PL and 5303 grants can only be used for planning purposes. The CMAQ grant can be used on a wide variety of projects that improve air quality, including construction projects that improve traffic flow.

A portion of CMAQ funds every year have been allocated to an air quality awareness campaign, where the public is informed of ways they can help air quality. The remaining funds are typically designated for a project that improves air quality.

At the March 5<sup>th</sup> Policy Board meeting the Board requested more information on the budget of CMAQ funds.

FY2024 CMAQ funds are budgeted as follows:

CMAQ Grant	\$150,000
Local Match	\$ 37,500
Total	\$187,500

Air Quality Campaign Media	\$ 25,000
Printing	\$ 1,000
Air Alert Day Transit fees	\$ 7,500
Try Transit Week	\$ 5,000
Staff time	\$ 19,000
Traffic Flow Study and construction	\$130,000
Total	\$187,500

**EXHIBITS:** None

**KEY ISSUES:** N/A

**FUNDING SOURCE:** CMAQ 80%; LMPO 20%

**RECOMMENDED ACTION:** Receive a presentation from ODOT regarding the allowed uses and intent of CMAQ funds, discuss the use of CMAQ funding allocated to the LMPO and provide direction to Staff.



**TRANSPORTATION TECHNICAL COMMITTEE AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider providing recommendations and direction to Staff regarding projects for the FY25 Unified Planning Work Program.

**INITIATOR:** Charlotte Brown, LMPO Director

**STAFF INFORMATION SOURCE:** Charlotte Brown, LMPO Director  
Jonathan Stone, Assistant LMPO Director

**BACKGROUND:** Staff is currently preparing the FY25 Unified Planning Work Program (UPWP) and is seeking ideas for projects to be included.

Current projects planned (including projects from FY24 that will continue):

Continuing projects:

1. Monitor consultant for Travel demand Model for 2050 MTP
2. Monitor consultant for the Transit Master Plan Micro-transit Amendment
3. Air Quality awareness campaign
4. Bicycle Safety campaign
5. Data collection and analysis on transportation systems

New projects proposed by Staff:

1. Expanded study of parking in the downtown area
2. Hire and monitor contractor for improvements outlined in traffic flow study.
3. Assist City with the Land Use Plan (staff time only)

**EXHIBITS:** None

**KEY ISSUES:** What projects should the LMPO include in the FY25 UPWP

**FUNDING SOURCE:** N/A

**RECOMMENDED ACTION:** Provide recommendations and direction to Staff regarding projects for the FY25 Unified Planning Work Program.