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

City of Lawton

Lawton Economic Development Authority

Agenda

Thursday, October 23, 2025	2:00 PM	Lawton City Hall 3rd Floor Conference Room

Meeting Called to Order and Roll Call

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

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

Business Items

1. Consider approving the minutes of the September 18, 2025, meeting.

2. Consider approving the August 2025 Financial Report from Hatch, Croke and Associates.

3. Receive a presentation on the proposed Third Amended Lawton Downtown Economic Development Project Plan, provide direction, and take action as deemed appropriate.

4. Consider approving a funding agreement between the Lawton Economic Development Authority and the Oklahoma Development Finance Authority in the amount of $18,000,000, entitled Lawton Economic Development Authority Project, Series 2025, as part of the Oklahoma Business Expansion Incentive Program.

5. Receive a report from Rusty Whisenhunt, Director of Public Utilities for the City of Lawton, and consider approving Pay Application 006 from Fisher59 Properties in the amount of $20,423.51 for the cost of public improvements associated with the construction of a new warehouse and distribution center made in accordance with the First Amended Redevelopment Agreement between LEDA and Fisher59 Properties, approved on January 14, 2025.

6. Consider approving the 2026 Annual Meeting Notice for the Lawton Economic Development Authority.

Reports

1. Receive a report from the LEDA Executive Director

Executive Session

1. Pursuant to Section 307C.11, Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, and the creation of a proposal to entice a business to locate within their jurisdiction if the public disclosure of which would violate the confidentiality of prospective business entities.

Adjournment

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

Item Title:
Consider approving the minutes of the September 18, 2025, meeting.

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Tammy Branstetter, Senior Deputy City Clerk

Background:
Minutes from the September 18, 2025, LEDA meeting have been drafted and are awaiting approval.

Correlation to the True North Statement:
Transparency and Trust

Exhibit:
09/18/2025 Draft Minutes

Key Issues:
N/A

Funding Source:
N/A

Recommended Action:
Approve the minutes from the September 18, 2025, meeting.

ATTACHMENTS:
1. LEDA Minutes 09.18.2025

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

City of Lawton

Lawton Economic Development Authority

Minutes

Thursday, September 18, 2025 | **2:00 PM** | **Lawton City Hall 3rd Floor Conference Room**

Meeting Called to Order and Roll Call

Chairman Fitch called the meeting to order at 2:00 PM in the 3rd floor conference room of City Hall.

ROLL CALL:

PRESENT: Fred Fitch, David Madigan, Brandie Page, George Gill, Jason Hensley, Mark Brace

ABSENT: Ron Nance (excused), Randy Warren (excused), Larry Neal (excused)

OTHERS PRESENT: Richard Rogalski, LEDA Executive Director; John Ratliff, City Manager; Timothy Wilson, Interim City Attorney; Tammy Branstetter, City Clerk's Office; Kelvin Ingram, Deputy Director of Parks & Recreation and Community Enrichment; Matthew Modeste, Hatch, Croke & Associates; Kirby Brown, Ward 3 Councilman Elect; Tiffiney Dimery, Ward 4 Candidate; Matina Davis, Citizen of the Community

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

Chairman Fitch confirmed with Branstetter that the meeting notice and agenda were posted by the City Clerk's Office as required by State Law.

Business Items

1. Consider approving the minutes of the August 21, 2025, meeting.

A copy of the minutes from the August 21, 2025, meeting may be obtained from the City Clerk's Office upon request.

Motion by Gill, **Second** by Page, to approve the minutes from the August 21, 2025, meeting as presented. **AYE:** Gill, Madigan, Brace, Page, Hensley, Fitch. **NAY:** None. **MOTION PASSED**.

2. Consider approving the July 2025 Financial Report from Hatch, Croke and Associates.

Matthew Modeste, Hatch Croke and Associates, presented the July 2025 Financial Report. A copy of the July 2025 Financial Report may be obtained from the City Clerk's Office upon request.

Modeste said the financials start on page 16 of your agenda packets. On your statement of net position under current assets, you'll see the six bank accounts, which total $6,729,387.56. The interest receivable from BOK reflects July's interest, which was received in August. The sales and use tax receivable represents May and June's sales and use tax. The property tax receivable for TIF 1 and 2—both of these amounts were received in August. The last item under current assets is the state marching fund — $1.8 million. Of that amount, in August we received about $1.2 million, and the reimbursement from the state will be requested within the coming weeks for the rest. Modeste said there was no change in fixed assets and no change in other assets, so total assets are $13.91 million.

Modeste said on the next page, under liabilities and net position, total current liabilities, made up of accounts payable and accrued interest payable for the tourist note, are $251,258.18. There was no change in long-term liabilities, so your assets less your liabilities gives you a net position of negative $14.8 million. On the next page, the combined statement of revenues and expenses, July's property taxes which were received in August were $776,658. Total operating expenses were $95,258, with interest income of $13,803, resulting in a change in net position of $695,203.02.

Modeste said the next page is the statement of cash flows, and if you look at the bottom of the page, you can see that we had a net increase in cash for the period of $54,194.74. If we add that to the cash that we began with at the beginning of the period of $6,675,192.82, that gives us cash at the end of the period of $6.73 million.

Modeste said pages 20-23 of your agenda packet are the details of the combined expenses, which we looked at on page 18.

Motion by Hensley, **Second** by Madigan, to approve the July 2025 Financial Report as presented. AYE: Gill, Madigan, Brace, Page, Hensley, Fitch. **NAY:** None. **MOTION PASSED**.

3. Consider approving an Amended Lawton Community STEM Program Funding Agreement with the Friends of the Lawton Public Library to incorporate changes recommended by the Center for Economic Development Law.

Rogalski provided background information on this item. A copy of the Amended Lawton Community STEM Program Funding Agreement with the Friends of the Lawton Public Library may be obtained from the City Clerk's Office upon request.

Chairman Fitch inquired about the STEM budget for this fiscal year that was taken off of the agenda.

Regarding that budget, Rogalski said what we were originally looking was a change that Quest was requesting, so that budget you were looking at was a separate agreement with Quest. It turns out there were some issues still, so we took if off this agenda and will have to review it later. Rogalski said the total funding for STEM in each year that we worked out, that 10-year plan, was $212,000. The Quest agreement was $177,500, and this one is $12,000, so you're still under your total annual funding amount with this approval. So, that budget was just the Quest agreement. You will get it in the future probably — they're requesting some change, not in the total amount, but in how they spend the money. For the most part, they're looking at the maker space equipment costs more and some other stuff costs less. That has to go to the STEM Board first. If the STEM Board doesn't approve it, then it won't ever come to LEDA. But if the STEM Board does approve it, then it would come here.

Chairman Fitch said I saw where the Lego project was on the budget for STEM this fiscal year. He asked why it's on the budget for $12,000, and then we're considering giving $12,000 to the library direct.

Rogalski said they're completely different groups that are doing completely different programs. The Lego League funding that Quest is doing is a Pre-K-ish kind of thing. The library is funding a little bit higher age. And then a lot of public schools are actually taking care of kids beyond that. But for this particular agreement—their funding request form and their budget has not changed at all from what was considered the last meeting. What it was is that, and you can see the red lines, the language in the agreement itself was basically cleaned up.

Chairman Fitch said while we're talking about their budget, that was pretty thin information she gave us as far as her budget (for the Quest STEM program). She had five summer camps, and I think we need a little bit more information on that, because that is money that is basically city money that comes through us and then it goes out. I realize that how they spend is their discretion. I would like to see it a little more broken down.

Rogalski said that's exactly why we were proposing it to be on the agenda—because we thought the STEM Board was going to meet before then, and then we would have that information. When we found out the STEM Board wasn't going to meet, we took it off the agenda. That's why you saw it early on, and then it was taken off.

Chairman Fitch asked if it will be on the next meeting.

Rogalski said as long as the STEM Board approves it. The STEM Board may say no, in which case it will never come here. But if the STEM Board approves something, then it will come before you to approve that same thing. Because that's how the policy is written up—that the STEM Board makes a recommendation, and then LEDA would actually approve the final agreement. But on that agreement, like I said, we didn't get the information you were asking for, so that's why we took it off.

Chairman Fitch said if they don't approve that, then who does approve their budget?

Rogalski said if they don't approve the amendment, it stays as it is now. It doesn't change. When the agreement originally came to LEDA, the STEM Board had already approved their program. We had a whole write-up of what everything was for, and then you all approved it. We don't have a good write-up of why the changes were made, which is why we didn't bring it forward.

Rogalski said this agreement is a different funding agreement with the Friends of the Library, and the language was reviewed by the Center for Economic Development Law, and they made some changes. You can see the red lines, and Tim was happy with the red lines, but we didn't have them in time for the last meeting. And so, that's why it's coming back. The budget is not changing, the purpose isn't changing, but the language in the agreement is changing.

Ratliff asked Wilson if he is good with the changes.

Wilson said Garrett actually reviewed it, but it made it through review.

Madigan said as a reminder for this business item, we'd approved the $12,000 last month, and we just wanted legal to review it and come back with comments, and that's what we have in front of us.

Chairman Fitch said what I was curious of was the $12,000 and $12,000. I was confused by this, thinking the money was wanting to go to the STEM program to Ms.Taylor, and I couldn't figure out then why we were also sending $12,000 to the Friends of the Library.

Rogalski said that's a good point in that they are looking at different age groups. This is Lego Robotics as opposed to Pre-K Legos, which will be a little less robotic. So there are different purposes behind this funding, and again, it's completely different agencies — this is a completely separate agreement with a separate group to do a separate task.

Regarding the budget amendment for Quest, Chairman Fitch noted that he'd like to see a lot more description on all the items she's requesting money for when the item is brought back to the Authority.

Rogalski said when we bring it back, we'll bring back all the original documentation that goes with it that was approved back when it was originally approved.

When it is approved by the STEM Board, Chairman Fitch asked if we get anything in writing stating what they've approved and what they're asking us to approve.

Ratliff said we can put that information in the background.

Rogalski said we can give you the minutes from the STEM Board meeting.

Motion by Madigan, **Second** by Hensley, to approve the Amended Lawton Community STEM Program Funding Agreement with the Friends of the Lawton Public Library as presented. **AYE:** Gill, Madigan, Brace, Page, Hensley, Fitch. **NAY:** None. **MOTION PASSED**.

Reports

1. Receive a report from the LEDA Executive Director

Rogalski said as Matthew mentioned, there was a disbursement in July that we received in August in the amount of $750,000. We made that distribution to all the taxing entities like we're supposed to.

Regarding the disbursements we've made, Chairman Fitch said I think we should have those on a list with the dollar amounts that we've paid, showing that we've done what we're supposed to do.

Rogalski said we can start putting our deposit register and check register into your books. It shows the amounts that we pay to the different taxing entities. For the last disbursement, Cache Public Schools was $23,455.21, Comanche County Commissioners Office was $16,309.35, Comanche County Health Department was $4,081.32 and Great Plains Technology Center was $24,312.57. The exact amount of the deposit was $757,978.21. Rogalski said we keep every check, we keep every disbursement, and we even have the categories in which the disbursements go into—the budget category they apply to.

Rogalski said we did have a September note payment since we last met. It was just over $2 million. We had to transfer about $1.5 million. As you know, certain amounts of revenue that come in—basically the sales and use tax that comes from TIF 2—the City deposits that directly into the BOK note payment account. Then, as we get other revenue coming in, we deposit it into the account. Well, as you're aware, the state was slow, and we got that $1.2 million in August. So we made that deposit, and then we just kind of swept it all at once into the BOK account. There was some difficulty with IBC getting that done, and so we actually had to go over to our STEDI account and get the note payment made. Then we later transferred the money back into the STEDI account, because we needed to get the payment made on the day it was due, and so we did that. IBC is our TIF 1 and 2 money, and City National Bank is the STEDI money. There was some discussion, and the thought was that having the TIF 1 and 2 money in a local bank might be better off, so that we actually could get the kind of service that we got at City National Bank. In the past, you all have discussed moving those accounts to Arvest, and so I'm getting some of that information together, and we can have an action item on next agenda if you all think that's a good idea. We don't have to do it quickly—

there’s no real issue there, but we have to get it done.

Rogalski said the next note payment will be March 1st. That’s interest only, and the amount is going to be $256,200.75. Obviously, it's not going to be difficult for us to make that one at this point. As you all who have been here for a while know, that's not always been the case. We typically struggle—Mark knows this really well— getting those payments together, and now it seems like the revenue has kind of caught up to us, coupled with the lower interest rate on the note, and we're getting ahead now. So we actually can start looking at doing positive things with our Downtown Project Plan money, as opposed to just paying the note. We can start looking at doing other things.

Regarding the Downtown Project Plan, Rogalski said you all approved a purchase and sale agreement for a grocery store on Lot 8 of the Lawton Town Center. That's still moving forward. We have sent them the draft redevelopment agreement per our PSA, so that is under review on their part. The Downtown Project Plan was originally approved in 2010. TIF 2 was set up in 2012. Rogalski provided Authority members with a copy of Exhibit A - Project Area and Increment District Boundary Map. Rogalski said you'll see TIF A and TIF B on that map. That represents the 10 acres. TIF A is Lot 8 — that's where the grocery store is planned to go. Then, TIF B is just the other property that LEDA owns that's still vacant in the Downtown Project Plan as well. So, it would benefit us to do a modification, a major modification, of our Downtown Project Plan to basically restart those two areas. Because, again, their base value is still zero, so we don't lose anything. And we would basically get another 25 years of revenue from those. Notice they're called A and B just like the STEDI Plan, so they're not actually activated until we activate them. So, even though we have that planned project on TIF A, we wouldn't activate it until it happens. Once that redevelopment agreement got approved, we would activate TIF A at the same time, and it would become TIF 7, actually. We're trying to do as little as possible, because this does have to be done before we close, because otherwise the base value changes — someone else owns it, it has a taxable value. So that's why we're moving this forward, and we're doing as little as possible, but we do have to update the budget. Rogalski said on that map you'll notice the project area. In the current plan, the project area does not include Elmer Thomas Park, and so I felt that it would be beneficial just to include Elmer Thomas Park in the project area as we start getting positive revenue. Then we could make some park improvements with some of the funding.

Rogalski provided Authority members with a copy of Exhibit B — Lawton Downtown Project Plan Amended TIF Districts. Rogalski said on Exhibit B, you'll see that you have a number of cost categories. Those are all exactly the same in the current project plan, except for Item F: STEM Strategic Plan. The question is—or the thought was—we would want to include that same 10% STEM Strategic Plan funding in this project plan, as we do with the STEDI Plan. Then you'll see the estimated budgets—this is still very much a draft—using the factors that are kind of similar to what we did in the STEDI Plan, you can see that you have those cost categories reflected in the budgets for TIF 1, TIF 2, TIF A, and TIF B. TIF 1 and TIF 2 are partially done, so the changes probably don't have a lot to affect those. They are going to be what they’re going to be. But obviously, the TIF A and TIF B, if we activate those, those are the budgets, and that would be what we would have for the next 25 years. So again, I have a whole draft project plan already worked out. I didn’t bring that with me—too many pages—but we’re getting that rolled forward. The steps on this: the first step in this process is that City Council would pass a resolution to make an amendment to the plan and to reset the review committee. Then the review committee would meet at least two times. For the first meeting, they have to add three additional members by vote of the early members. All the taxing entities are a part of the review committee. So everybody that we talked about in our disbursement is going to be at the table. Then you actually have a second meeting where you review the actual project plan. They could take action after that one, or they could ask for a third meeting or whatever else. But there are at least two meetings there. The Planning Commission has to approve the project plan. Again, in this case, we're not expanding it at all, so we're not making really much change at all. Then it has to go to City Council. There would be two public hearings before the City Council that would happen. Right now, those would be in the October–November timeframe, meaning one in October and one in November. That's what the plan is. The due diligence period is up sometime in November, and then there's 30 days after that where we would tend to close. So it gives us at least a little bit of cushion to get this thing done, but it's very tight.

Chairman Fitch said I'm going to ask if we can direct Tammy to get the STEM Board member's name and phone number and then the other committee that this goes through.

Rogalski said the only committee it goes to is the STEM Board. There's also a STEM Consortium, but they're just a consortium. They don't have any influence over the policy.

Chairman Fitch asked what the STEM Consortium does.

Rogalski said they get together and talk about what is happening in STEM in the community. There are lots of people involved, and it's all voluntary. They just show up and talk about what they're doing, what events they have, and they work together to try to move those things forward. But that's its own thing. The STEM board is specifically set up by the City Council to enact the STEM policy, which is a City Council policy, and of course, every agreement that you all approve for STEM has to follow that policy.

Rogalski said I felt like the community's commitment to STEM wasn't reflected in this particular project plan. And so, therefore, I tossed it in there. You all can take it back out if you want, but I thought it would be a good idea. Notice that in this project plan, we do not make the same distributions to the taxing entities as the STEDI does. Because remember, I'm changing this as little as possible. However, there is a category for School Improvements. I'll just read through the categories: Public Improvements—we know what those are. Project Support—we know what that is. School Improvements are just that. Instead of providing a little bit of funding towards schools, we could actually fund an actual physical improvement at a school—a capital improvement. Then there's another thing called “Other Public Facilities,” which we would be allowed to fund within the community. Then Administration, STEM Strategic Plan, and Miscellaneous and Contingencies. And again, the reason that we really haven't discussed these categories before is because we never had net positive revenue that we could use on anything. We always had the minimum amount that we would pay the note on, and now we actually have revenue.

Brace asked Rogalski if he's saying that this whole area, TIF A and B and TIF 2, would be proposed to amend the structure of the revenue allocation.

Rogalski said yes — it would apply to all of it, but there's very little revenue in TIF 1. But yes, it would apply to the whole thing. That's how it's planned, at least.

Brace said and then include, at the same time, Elmer Thomas Park?

Rogalski said the TIF District is where the revenue is generated — the plan is where it's spent. We have also discussed several times a more intense look at the downtown project plan. That includes carving out parcels in different areas, looking at the area around the mall, carving up the mall, and creating a specific TIF District for that so we can isolate the revenue in those areas. That's still a plan. But this one, because of this prospective grocery store project, needs to be done very fast, and we can't do a good job on the rest of that very fast.

Gill said Elmer Thomas Park is not going to be income-producing probably in our lifetime.

Brace asked if TIF A and TIF B are included in the security on truist.

Rogalski said no. That's a good question. When we refinanced the note at that time, it was refinanced against city sales tax, which was extremely generous of the city. And so, there is no lien or anything on the TIF revenue or the land itself. However, it's obvious we have an obligation. So, I haven't spent any money of TIF 2 on anything else except the note. It just so happens that there's starting to be a little bit of excess now, as opposed to just being flat. Not a lot of money, but there's a little bit. But, if we decided to just fold up our hands and buy something else, the city would have to pay the note, but I'm sure they would have issues with that. It's not something that causes us a contractual issue, and that's why we're able to amend the plan. That's why we're able to sell the lot. We couldn't have sold the lot without a lien release, otherwise. Now, it just so happens that the old liens may not have been completely released when we were working on that, but they should be, because those notes were satisfied. But we're getting all that worked out. All of this can move forward, as per your direction. This is the direction we're going, and we can have another discussion item next time we meet. But I just wanted to give you at least something to think about.

Chairman Fitch said there is something I'd like to talk about next time, and that is we've had sewer and water, and roads, and that money has come out of the CIP, and that money will be replaced into the CIP back from the TIF. We are just now beginning to have extra where we can start paying the city back some of the money that they make available to us through the CIP. I would like Richard to get with the City Manager, and I want to see a list of what we owe the city.

Rogalski said any project that the city had built-in the project area of the STEDI Project Plan would be eligible for funding, provided it was a refundable funding source. For instance, if the city used ARPA funding on a project, we wouldn’t refund it, because we can’t refund ARPA funding to the city. However, if the city used CIP funding or some sort of other cash source, then that’s a refundable project. Now, the list could be this long and our funding may never get even with the current existing list, but I's at least possible. I sat down with prior Finance Director a while back and discussed this list, because it's important that before we forget about these projects, that we know that we have a list of them and a funding source that we know where the money would go when we decide to start wheeling them down. We just haven't been able to get anything yet, but we do need that.

Rogalski provided Authority members with an exhibit regarding the Firehawk Aerospace rezoning. Rogalski said LEDA applied for and was awarded $18 million in P3 funds, and we're moving forward on that. We're kind of getting closer to getting everything done on that project. One of the first steps we had to take was the rezoning. It is a binding site plan, so it took us a little longer to make sure the binding site plan was right. The public hearing at the Planning Commission is scheduled for September 25th, and the notices have already gone out. Then, the public hearing before City Council would be October 28th, and that rezoning would be perfected if approved. You can see that they provide a significant buffer to the adjacent properties. The area adjacent to any kind of non-industrial is down-zoned to either I-3 or I-1. The western 1,000 feet is zoned I-1, and in fact, it's in a buffer area. They have a 1,200-foot buffer that goes around their energetics manufacturing. So, there's nothing like that going within 1,250 feet of anything.

Gill asked if we are making good progress with the meetings that we're having with the public on this.

Rogalski said I can tell you this — one of the primary detractors who actually spoke at that original meeting at City Council has said he appreciates what we did, and he supports the project.

Ratliff asked if Firehawk has agreed to expand the buffer zone.

Rogalski said they agreed to it, but it really doesn't hurt them at all. I mean, this is exactly what their site plan was. And so, why do I need to zone that 1,000 feet I-4 when it’s actually not going to be developed into anything? And so, we said, we’re just going to give you this I-1 buffer, because you could have done the same thing by saying, “Look, here’s a 1,000-foot setback, we’re not going to build anything.” But it just feels better for people to have the I-1 buffer. So that’s why there’s I-1 on the west side, and I-

3 on the north side.

Gill said this is kind of something that the residents out there were wanting—something like this. They knew when they built there what it was, but I think the city has taken an extra step or two to make it more comfortable for those people. And for the most part, they’re happy. There’s always someone that isn’t happy, but for the most part, they are. And the city has to continue to grow.

Brace said so, you're not saying that nothing can be developed in there — you're saying whatever's developed in there has to be within those zoning requirements.

Rogalski said yes. I-1 and I-3 do not have a binding site plan. So, if you rezone that section I-1, anybody could develop anything they wanted in I-1 in that area—as long as it met the requirement. However, the nature of their project is that, if you look at the little orange fence line, they have to have a buffer where there's nothing in their 1,200-foot buffer. So, the nature of their development is that nothing will go in that area, but that doesn't mean it couldn't. Now, let's just say they decided, “We're not doing energetics anymore, we're going to build Legos.” All of a sudden, you could develop that as I-1, because there no longer is energetics there. So, in a rezoning project, everything that's available in those districts is available to be used. All the uses that are allowed in those districts are allowed. This particular project with energetics has a use permitted on review—just for the energetics. So, you still get all the other I-4 uses in the I-4, but the energetics has to be just like that.

Chairman Fitch asked if we have to have the transmission line that is buried along that southern border taken up prior to the sale of that land.

Rogalski said no — because it's along the property line, it's currently outside their buffer. So that transmission line can stay where it's at. We've discussed the possibility of acquiring that school land to the south. If you acquired the school land, and if they wanted to expand to the south, then the transmission line would have to move because it can't be in the buffer. So, it's a possibility that some day that might happen.

Gill said it wouldn't necessarily be at our cost, it would be at whoever wanted to further develop that — it would be at their cost.

Executive Session

Motion by Gill, **Second** by Brace, to convene in executive session. **AYE:** Page, Fitch, Gill, Madigan, Brace, Hensley. NAY: None. **MOTION PASSED**.

The Authority convened in executive session at 2:51 PM and remained in executive session until 3:39 PM.

Motion by Gill, **Second** by Hensley, to return to open session. **AYE:** Page, Fitch, Gill, Madigan, Brace, Hensley. **NAY:** None. **MOTION PASSED**.

1. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the status of a pending investigation / claim concerning a fraudulent wire transfer and other related matters, and if necessary, take appropriate action in open session.

Wilson read the agenda item title as follows: "Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the status of a pending investigation / claim concerning a fraudulent wire transfer and other related matters, and if necessary, take appropriate action in open session."

Motion by Hensley, **Second** by Madigan, to have the City Attorney send a letter to Fisher59 stating among other things that there will be no repayment of the $224,840.34 amount while the investigation is ongoing, and no determination will be made at this time concerning what will happen after the investigation is complete. **AYE:** Page, Fitch, Gill, Madigan, Brace, Hensley. **NAY:** None. **MOTION PASSED**.

2. Pursuant to Section 307C.11, Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, and the creation of a proposal to entice a business to locate within their jurisdiction if the public disclosure of which would violate the confidentiality of prospective business entities.

Wilson read the agenda item title as follows: "Pursuant to Section 307C.11, Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, and the creation of a proposal to entice a business to locate within their jurisdiction if the public disclosure of which would violate the confidentiality of prospective business entities."

No action was taken on this item.

Adjournment

Motion by Gill, **Second** by Madigan, to adjourn the September 18, 2025, meeting. **AYE:** Page, Fitch, Gill, Madigan, Brace, Hensley. **NAY:** None. **MOTION PASSED**.

There being no further business to discuss, the meeting adjourned at 3:41 PM.

Item Title:
Consider approving the August 2025 Financial Report from Hatch, Croke and Associates.

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Matthew Modeste

Background:
Hatch, Croke & Associates has prepared and submitted the financial statements for August 2025 for the Authority's review and approval.

Correlation to the True North Statement:
Transparency and Trust

Exhibit:
Financial Statements for the month of August 2025

Key Issues:
N/A

Funding Source:
LEDA

Recommended Action:
Approve the financial statements for the month of August 2025.

ATTACHMENTS:
1. LEDA Financials - August 2025

Financial Statements

of

LAWTON ECONOMIC DEVELOPMENT AUTHORITY

For the Periods Ended August 31, 2025 and 2024

See Accountant's Compilation Report

Hatch, Croke & Associates, P.C.

417 SW C Avenue
Lawton, OK 73501

Certified Public Accountants
(580) 353-2122
Fax: (580) 353-2178

To Board of Directors
LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Lawton, Oklahoma

Management is responsible for the accompanying financial statements of LAWTON ECONOMIC DEVELOPMENT AUTHORITY (an Oklahoma Public Trust), component unit of the City of Lawton, Oklahoma, which comprise the statement of net position as of August 31, 2025, and the related statement of revenue and expenses for the 1 month and 2 months ended August 31, 2025, and August 31, 2024, and the related statement of cash flows for the 1 month and 2 months ended August 31, 2025 in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures, management discussion and analysis (MD&A), statement of changes in net assets, and required supplementary information required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statements were included in the financial statements, they might influence the user's conclusions about the Organization's net position, changes in net assets, and cash flows. Accordingly, the financials statements are not designed for those who are not informed about such matters.

Supplementary Information

The supplementary information contained in the departmental statements of revenue and expenses for the 1 month and 2 months ended August 31, 2025 and August 31, 2024, is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Other Matters

While the financial statements are compiled in accordance with accounting principles generally accepted in the United States of America, their presentation is not.

We are not independent with respect to LAWTON ECONOMIC DEVELOPMENT AUTHORITY.

Hatch, Croke & Associates, P.C.

Hatch, Croke & Associates, P.C.
Lawton, Oklahoma
October 11, 2025

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Net Position
August 31, 2025

ASSETS

Current Assets				
Cash-IBC Downtown TIF #5500	$	552,782.62		
Cash-IBC TIF 2 #0944		2,889,028.12		
Cash-CNB STEDI TIF #7680		2,736,427.40		
Cash-BOK TIF2 #58-1 Restricted		2,083,492.50		
Cash - CNB STEM #769		471,484.96		
Cash-BOK 2019 Interest #58.2		152.63		
Interest Receivable - BOK		1,741.60		
Sales & Use Tax Receivable		133,935.41		
Property Tax Receivable TIF 1		50,321.00		
Property Tax Receivable TIF 2		4,093.00		
A/R-State Matching Pr Yrs		586,995.02		
Total Current Assets			$	9,510,454.26
Fixed Assets				
Land - Town Center Lot 3 & 8		1,391,760.65		
Land - SW Bishop Rd 40 Acres		405,500.00		
Total Fixed Assets				1,797,260.65
Other Assets				
N/R - Westwin Elements		2,700,000.00		
Total Other Assets				2,700,000.00
Total Assets			$	14,007,714.91

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Net Position
August 31, 2025

LIABILITIES AND NET POSITION

Current Liabilities				
Accounts Payable	$	59,989.37		
Accrued Interest Payable		278,492.52		
TIF 3 Distributions Payable		68,158.45		
Total Current Liabilities			$	406,640.34
Long Term Liabilities				
N/P - CCIDA Westwin Project		2,000,000.00		
N/P - Truist Financial		22,550,000.00		
Payable to LEDC-TIF5 Incentive		243,535.00		
Payable to LEDC-TIF4 Incentive		160,000.00		
Payable to COL-TIF4 Incentives		325,543.33		
Payable to COL - downtown plan		414,322.00		
Payable to COL-Westwin Project		1,000,000.00		
Payable to COL-Fisher59(TIF 5)		1,770,310.30		
Total Long Term Liabilities				28,463,710.63
Net Position				
Invested in Capital Assets		1,797,260.65		
Net Position-Rest(BOK Cash)		2,083,645.13		
Net Position-Restr(TIF 3 STEM)		413,493.53		
Net Position - Unrestricted		(19,792,447.86)		
Change in Net Position		635,412.49		
Total Net Position				(14,862,636.06)
Total Liabilities & Net Position			$	14,007,714.91

See Accountant's Compilation Report

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses - Combined
For the Periods Ended August 31, 2025 and 2024

	1 Month Ended Aug. 31, 2025	Pct	1 Month Ended Aug. 31, 2024	Pct	2 Months Ended Aug. 31, 2025	Pct	2 Months Ended Aug. 31, 2024	Pct
Revenue								
Hotel/Motel Tax	$ 33,631.00	38.20	$ 0.00	0.00	$ 33,631.00	3.89	$ 0.00	0.00
Property Tax Income	54,414.00	61.80	100,196.95	100.00	831,071.71	96.11	246,071.69	100.00
Total Revenue	88,045.00	100.00	100,196.95	100.00	864,702.71	100.00	246,071.69	100.00
Operating Expenses								
Bank Charges	0.00	0.00	35.00	0.03	0.00	0.00	35.00	0.01
Interest Expense	46,415.42	52.72	50,038.10	49.94	92,830.84	10.74	100,076.18	40.67
License Fee - Lawton Lodging	22,420.67	25.47	0.00	0.00	44,786.67	5.18	0.00	0.00
Licenses & Fees	250.00	0.28	0.00	0.00	250.00	0.03	0.00	0.00
Mowing/Debris Removal	0.00	0.00	0.00	0.00	1,600.00	0.19	0.00	0.00
Professional Fees - Accountin	1,100.00	1.25	1,375.00	1.37	1,100.00	0.13	2,115.00	0.86
Professional Fees - Legal	17,287.62	19.63	9,597.50	9.58	29,819.70	3.45	11,487.50	4.67
Professional Fees - Other	6,649.00	7.55	6,420.00	6.41	13,298.00	1.54	12,840.00	5.22
STEM Community Events	0.00	0.00	0.00	0.00	5,695.24	0.66	0.00	0.00
TIF-Cache Public Schools	23,455.21	26.64	2,409.89	2.41	23,455.21	2.71	8,600.86	3.50
TIF-Comanche Cty Commissio	16,309.35	18.52	2,393.85	2.39	16,309.35	1.89	8,543.61	3.47
TIF-Comanche County Hlth De	4,081.32	4.64	599.05	0.60	4,081.32	0.47	2,137.99	0.87
TIF-Great Plains Tech Center	24,312.57	27.61	3,568.55	3.56	24,312.57	2.81	12,736.08	5.18
Total Operating Expens	162,281.16	184.32	76,436.94	76.29	257,538.90	29.78	158,572.22	64.44
Operating Income	(74,236.16)	(84.32)	23,760.01	23.71	607,163.81	70.22	87,499.47	35.56
Interest Income	14,445.63	16.41	20,828.29	20.79	28,248.68	3.27	29,891.69	12.15
Total Other Income	14,445.63	16.41	20,828.29	20.79	28,248.68	3.27	29,891.69	12.15
Change in Net Positi	$ (59,790.53)	(67.91)	$ 44,588.30	44.50	$ 635,412.49	73.48	$ 117,391.16	47.71

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Cash Flows
For the Period Ended August 31, 2025
INCREASE (DECREASE) IN CASH OR CASH EQUIVALENTS

	1 Month Ended Aug. 31, 2025	2 Months Ended Aug. 31, 2025
Cash Flow from Operating Activities		
Net Income (Loss)	$ (59,790.53)	$ 635,412.49
Adjustments to Reconcile Cash Flow		
Decrease (Increase) in Current Assets		
Interest Receivable - BOK	(60.07)	(513.79)
A/R COL - Hotel/Motel Tax	0.00	33,549.00
Sales & Use Tax Receivable	0.00	65,637.60
Property Tax Receivable TIF 1	(31,641.50)	(27,029.17)
Property Tax Receivable TIF 2	(4,093.00)	(4,093.00)
Property Tax Receivable TIF 3	757,978.21	0.00
A/R-State Matching Curr Yr	0.00	1,215,988.01
A/R-State Matching Pr Yrs	1,186,205.40	(29,782.61)
Increase (Decrease) in Current Liabilities		
Accounts Payable	40,808.29	40,615.61
Accrued Interest Payable	46,415.42	92,830.84
TIF 3 Distributions Payable	68,158.45	35,560.43
Total Adjustments	2,063,771.20	1,422,762.92
Cash Provided (Used) by Operations	2,003,980.67	2,058,175.41
Cash Flow From Investing Activities		
Sales (Purchases) of Assets		
Cash Flow From Financing Activities		
Cash (Used) or provided by:		
Net Increase (Decrease) in Cash	2,003,980.67	2,058,175.41
Cash at Beginning of Period	6,729,387.56	6,675,192.82
Cash at End of Period	$ 8,733,368.23	$ 8,733,368.23

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses - Operations
For the Periods Ended August 31, 2025 and 2024

	1 Month Ended Aug. 31, 2025	Pct	1 Month Ended Aug. 31, 2024	Pct	2 Months Ended Aug. 31, 2025	Pct	2 Months Ended Aug. 31, 2024	Pct
Revenue								
Operating Expenses								
Interest Expense	46,415.42	0.00	50,038.10	0.00	92,830.84	0.00	100,076.18	0.00
Licenses & Fees	250.00	0.00	0.00	0.00	250.00	0.00	0.00	0.00
Mowing/Debris Removal	0.00	0.00	0.00	0.00	1,600.00	0.00	0.00	0.00
Professional Fees - Accountin	1,100.00	0.00	1,375.00	0.00	1,100.00	0.00	2,115.00	0.00
Professional Fees - Legal	17,287.62	0.00	9,597.50	0.00	29,819.70	0.00	11,487.50	0.00
Professional Fees - Other	6,649.00	0.00	6,420.00	0.00	13,298.00	0.00	12,840.00	0.00
STEM Community Events	0.00	0.00	0.00	0.00	5,695.24	0.00	0.00	0.00
Total Operating Expens	71,702.04	0.00	67,430.60	0.00	144,593.78	0.00	126,518.68	0.00
Operating Income	(71,702.04)	0.00	(67,430.60)	0.00	(144,593.78)	0.00	(126,518.68)	0.00
Interest Income	14,445.63	0.00	20,828.29	0.00	28,248.68	0.00	29,891.69	0.00
Total Other Income	14,445.63	0.00	20,828.29	0.00	28,248.68	0.00	29,891.69	0.00
Change in Net Positi	$ (57,256.41)	0.00	$ (46,602.31)	0.00	$ (116,345.10)	0.00	$ (96,626.99)	0.00

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 1
For the Periods Ended August 31, 2025 and 2024

	1 Month Ended Aug. 31, 2025	Pct	1 Month Ended Aug. 31, 2024	Pct	2 Months Ended Aug. 31, 2025	Pct	2 Months Ended Aug. 31, 2024	Pct
Revenue								
Property Tax Income	$ 50,321.00	100.00	$ 7,567.00	100.00	$ 69,000.50	100.00	$ 42,543.00	100.00
Total Revenue	50,321.00	100.00	7,567.00	100.00	69,000.50	100.00	42,543.00	100.00
Operating Expenses								
Bank Charges	0.00	0.00	35.00	0.46	0.00	0.00	35.00	0.08
Total Operating Expens	0.00	0.00	35.00	0.46	0.00	0.00	35.00	0.08
Operating Income	50,321.00	100.00	7,532.00	99.54	69,000.50	100.00	42,508.00	99.92
Change in Net Positi	$ 50,321.00	100.00	$ 7,532.00	99.54	$ 69,000.50	100.00	$ 42,508.00	99.92

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 2
For the Periods Ended August 31, 2025 and 2024

	1 Month Ended Aug. 31, 2025	Pct	1 Month Ended Aug. 31, 2024	Pct	2 Months Ended Aug. 31, 2025	Pct	2 Months Ended Aug. 31, 2024	Pct
Revenue								
Hotel/Motel Tax	$ 33,631.00	89.15	$ 0.00	0.00	$ 33,631.00	89.15	$ 0.00	0.00
Property Tax Income	4,093.00	10.85	680.00	100.00	4,093.00	10.85	680.00	100.00
Total Revenue	37,724.00	100.00	680.00	100.00	37,724.00	100.00	680.00	100.00
Operating Expenses								
License Fee - Lawton Lodging	22,420.67	59.43	0.00	0.00	44,786.67	118.72	0.00	0.00
Total Operating Expens	22,420.67	59.43	0.00	0.00	44,786.67	118.72	0.00	0.00
Operating Income	15,303.33	40.57	680.00	100.00	(7,062.67)	(18.72)	680.00	100.00
Change in Net Positi	$ 15,303.33	40.57	$ 680.00	100.00	$ (7,062.67)	(18.72)	$ 680.00	100.00

See Accountant's Compilation Report

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 3
For the Periods Ended August 31, 2025 and 2024

	1 Month Ended Aug. 31, 2025	Pct	1 Month Ended Aug. 31, 2024	Pct	2 Months Ended Aug. 31, 2025	Pct	2 Months Ended Aug. 31, 2024	Pct
Revenue								
Property Tax Income	$ 0.00	0.00	$ 91,949.95	100.00	$ 757,978.21	100.00	$ 202,848.69	100.00
Total Revenue	0.00	0.00	91,949.95	100.00	757,978.21	100.00	202,848.69	100.00
Operating Expenses								
TIF-Cache Public Schools	23,455.21	0.00	2,409.89	2.62	23,455.21	3.09	8,600.86	4.24
TIF-Comanche Cty Commissio	16,309.35	0.00	2,393.85	2.60	16,309.35	2.15	8,543.61	4.21
TIF-Comanche County Hlth De	4,081.32	0.00	599.05	0.65	4,081.32	0.54	2,137.99	1.05
TIF-Great Plains Tech Center	24,312.57	0.00	3,568.55	3.88	24,312.57	3.21	12,736.08	6.28
Total Operating Expens	68,158.45	0.00	8,971.34	9.76	68,158.45	8.99	32,018.54	15.78
Operating Income	(68,158.45)	0.00	82,978.61	90.24	689,819.76	91.01	170,830.15	84.22
Change in Net Positi	$ (68,158.45)	0.00	$ 82,978.61	90.24	$ 689,819.76	91.01	$ 170,830.15	84.22

Item Title:
Receive a presentation on the proposed Third Amended Lawton Downtown Economic Development Project Plan, provide direction, and take action as deemed appropriate.

Initiator: Richard Rogalski

Information Source: Richard Rogalski

Background:
The Local Development Act, 62 O.S. § 850, et seq. was passed by the Oklahoma Legislature to empower the governing bodies of cities, towns, and counties to apportion tax increments to help finance the public costs of economic development in areas which would otherwise be difficult or impossible, due to economic stagnation and decline. Downtown Lawton is an area that historically has struggled with such conditions and requires public investment and improvements to serve as a catalyst for retaining and expanding employment in the area, to attract major investment in the area, to enhance the tax base and make possible investment, development and economic growth. On May 9, 2006, the City Council of the City of Lawton adopted Ordinance No. 2006-15, approving the Lawton Downtown Economic Development Project Plan, a project plan as defined under the Local Development Act, and creating Increment District No. 1, City of Lawton, which was thereafter amended on June 10, 2010 by City Council's adoption of Ordinance No. 10-22, to create Increment District No. 2, City of Lawton, and again as a minor amendment on August 21, 2012 with City Council's adoption of Ordinance No. 12-27. Since that time, significant investment and improvements have occurred to include the development of the Hilton Garden Inn, the Lawton Town Center, and the FISTA. However, much stagnation and blighted and vacant property remain unimproved and the public financing plan for the public infrastructure necessary to support a revitalized downtown has not been realized. For this reason it is important that we consider a Third Amended Downtown Economic Development Project Plan to reestablish tax increment financing districts on vacant property within the Lawton Town Center, which is still owned by the Lawton Economic Development Authority, and make ready for new business enterprises, new investments, and new jobs in downtown Lawton and therefore significant growth in the community.

The Local Development Act provides as the first step in the amendment process, for the Review Committee to review and make a recommendation concerning the proposed district, plan, or project, to consider and make findings and recommendations with respect to the conditions establishing the eligibility of the proposed district, and to consider and determine whether the proposed plan and project will have a financial impact on any taxing jurisdiction within the proposed district and to report its findings and make its recommendations to the governing body. The membership of the Review Committee must consist of the following: a representative of the governing body who shall serve as chairperson; a representative of the planning commission having jurisdiction over the proposed district; a representative designated by each taxing jurisdiction within the proposed district whose ad valorem taxes might be impacted by the plan; and three members representing the public at large and selected by the other committee members from a list of seven names submitted by the chairperson of the Review Committee. The taxing jurisdictions within the proposed districts are (1) Comanche County; (2) Comanche County Health Department; (3) Great Plains Technology Center; and (4) Lawton Public Schools, Lawton

Independent School District No. 8. Along with the findings and recommendations of the Review Committee, the Local Development Act also requires that the Planning Commission review the proposed Third Amended Downtown Economic Development Project Plan and make a recommendation to the City Council.

Correlation to the True North Statement:
Transparency and Trust

Exhibit:
Draft Third Amended Project Plan

Key Issues:
N/A

Funding Source:
N/A

Recommended Action:
Receive the presentation, and provide direction as deemed appropriate.

ATTACHMENTS:
1. Third Amended Project Plan10.16.2025C

THIRD AMENDED LAWTON DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN

PREPARED BY:

THE CITY OF LAWTON

Stanley Booker, Mayor
Lane Hooten– Ward 1
Taron Epps – Ward 2
Linda Chapman – Ward 3
George Gill – Ward 4
Allan Hampton – Ward 5
Robert Weger – Ward 6
Sherene L. Williams – Ward 7
Randy Warren – Ward 8

John Ratliff, City Manager

With the Assistance and Support of

CENTER FOR ECONOMIC
DEVELOPMENT LAW

301 North Harvey, Suite 200
Oklahoma City, Oklahoma 73102
(405) 232-4606
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THIRD AMENDED LAWTON DOWNTOWN ECONOMIC DEVELOPMENT PROJECT PLAN

I. DESCRIPTION OF PROJECT

A. INRODUCTION AND BACKGROUND.

On May 9, 2006, the City Council of Lawton ("City Council") adopted Ordinance No. 2006-15, approving the Lawton Downtown Economic Development Project Plan, a project plan as defined under the Local Development Act, 62 O.S. §850, et seq., and creating Increment District No. 1, City of Lawton. On June 10, 2010, City Council adopted Ordinance No. 10-22 approving the Amended Lawton Downtown Economic Development Project Plan and creating Increment District No. 2, City of Lawton. On August 21, 2012, City Council adopted Ordinance No. 12-27 approving a minor amendment to the Amended Downtown Economic Development Project Plan to amend the period of apportionment of occupancy tax increments to be concurrent with the apportionment of other tax increments and correct a typographical error, collectively the Project Plan as amended is referred to herein as the "Original Project Plan."

This Third Amended Lawton Downtown Economic Development Project Plan ("Third Amended Project Plan" or "Project Plan") amends the Original Project Plan. The purpose of this Third Amended Project Plan is to modify the boundaries of Increment District No. 2, City of Lawton, to remove two undeveloped lots and establish two new increment districts and to expand the Project Area by the addition of the Elmer Thomas Park, in order to stimulate new development.

The City has previously adopted a STEM Strategic Plan to support programs and initiatives focused on job skills training, internships and STEM education, through partnerships with local, state, and federal partners, including public schools within the City of Lawton municipal limits providing K-12 education, Great Plains Technology Center, Cameron University, the Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust ("FISTA"), and others as may be determined appropriate and necessary by the City from time to time (herein, the "STEM Strategic Plan"). This Third Amended Project Plan reaffirms the City's commitment to establishing Lawton as a thriving hub for STEM education, innovation, and economic growth, enhancing educational and training opportunities for both adults and children.

B. THE PROJECT.

The project is an economic development project which contemplates the revitalization of downtown Lawton in order to make possible additional development, attract new businesses, create new employment, and stimulate further private investment (the "Project"). The enhancement of the downtown area ("Project Area") under an economic development plan will allow for revitalization and stimulation of increased future development.

The City of Lawton ("City") has been impacted by the continuing decline in its downtown and near downtown commercial and residential areas and the cumulative impacts of military growth resulting from the mandates of the Base Realignment and Closure Commission ("BRAC"). The combination of these conditions dictates the need for a thoughtful and effective response for revitalization and enhancement of the downtown area.

The City and the Lawton Urban Renewal Authority ("LURA") have been involved in creating the vision for the Project. The goals and guiding principles for downtown Lawton were originally laid out in the City of Lawton Downtown Revitalization Plan, prepared at the request of LURA by Tetra Tech FHC, Wilbur Smith Associates, and Howard Fairbairn Site Design Inc. ("Revitalization Plan"). That strategic plan, whose stated purpose is to "restore and expand the commercial and residential viability in Downtown Lawton," identifies the need for enhancement strategies and revitalization actions. Improvements to the overall appearance and function of the Project Area are needed in order to make downtown a vibrant and economically viable area. By filling in the currently vacant lots and rehabilitating vacant structures, a safer and aesthetically connected area can be developed.

The Original Project Plan has been a substantial step in implementing the recommendations and responding to the findings contained in the Fort Sill Regional Growth Management Plan. In particular, the Project Plan provides for substantial actions to counter the decline and vulnerability of downtown districts which particularly occurs in primary impact area communities, such as Lawton. The major commercial redevelopment components have added significantly to quality of life, implemented key land use recommendations, and have enhanced the likelihood of infill commercial and residential revitalization in the area.

The vision of the Revitalization Plan for Downtown Lawton is that it be "a unique, economically viable, pedestrian friendly environment that promotes a healthy 'live/work' lifestyle where residents and visitors can enjoy a variety of experiences, in a safe, comfortable, and attractive atmosphere." This Project Plan is an enhancement strategy for a significant financial component necessary to implement the vision of the Revitalization Plan.

The approval of a project plan containing specific public improvement objectives and the establishment of an increment district to assist in funding those objectives is intended to induce private investment in an area. This Third Amended Project Plan provides the public financing authorizations needed to create a continuing economic stimulus for revitalization and new private development in the Project Area. With the assistance of tax increment financing and this Third Amended Project Plan, the necessary financing is available to assist in the revitalization of downtown Lawton.

The Project will include the development of new infrastructure for utilities and drainage, renovation and restoration of existing buildings in downtown Lawton, especially along 2nd Street and C Avenue as key corridors into the area. These public improvements and investments will stimulate corresponding private investment in the area. By creating an intensity of development in the heart of Lawton, the entire community will benefit.

As outlined in the Original Project Plan, the commercial mixed-use development at 2nd Street and Gore in downtown Lawton, together with needed public infrastructure, is a priority pursuant to the D-6 Urban Renewal Plan. This mixed-use shopping center has been implemented under development agreements as authorized by the Original Project Plan. The center has been largely successful, however, the COVID-19 pandemic presented challenges for the viability of retailers and for the continued expansion of the shopping center located within the existing boundaries of Increment District No. 2, City of Lawton. The approval of new tax increment districts will stimulate additional growth surrounding the shopping center and to downtown Lawton.

The Project will help implement the STEM Strategic Plan to support job skills training, internships, and STEM Education, and also supports the continued conversion of portions of the Central Mall that had been vacated by the big box retailers, to the Fires Innovation Science and Technology Accelerator (FISTA) creating a space for innovation and collaboration between top defense contractors and supporting sub-contractors, high tech companies, academic institutions and innovators. The FISTA also includes an advanced STEM lab for these innovators and scientists to share knowledge and vision with local students, creating current and future job opportunities for bright and talented individuals in our community and the surrounding area.

The Project will be financed from a combination of public and private sources, including apportionment of ad valorem and sales tax increments from the increment districts established in connection with the Project.

II. BOUNDARIES OF PROJECT AREA AND INCREMENT DISTRICTS

The Project Area is the area in which Project activities will take place. The Increment Districts shall be designated Increment District No. 1, City of Lawton, Increment

District No. 2, City of Lawton, and two (2) additional increment districts temporarily designated as Increment District No. "A" and Increment District No. "B," (collectively, the "Increment Districts"). The Project Area and Increment District boundaries are depicted on Exhibit A. Legal descriptions of the Project Area and the Increment Districts are contained in Exhibit B.

III. ELIGIBILITY OF PROJECT AND PROJECT AREA

The Project Area and Increment Districts are in an enterprise area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, because they are located within a state-designated Enterprise Zone, which was approved and made effective pursuant to rules promulgated by the Oklahoma Department of Commerce.

The Project Area and Increment Districts are in a reinvestment area, as defined in the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, because it is an area requiring public improvements to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment, to attract major investment in the area or to preserve or enhance the tax base.

The City is a military growth impact community which is experiencing primary impacts from the BRAC mandate. The mixed-use center initially developed in Increment District No. 2, to include new development in Increment Districts "A" and "B," is a military growth impact project which supports and responds to the needs and quality of life issues resulting from the military growth impacts.

IV. OBJECTIVES

The principal objectives of the Project and the Increment Districts are:

A. To make possible revitalization and beautification efforts in downtown Lawton, including improvements to streetscapes.

B. To create a cohesive and connected area, including business, retail, and restaurants, that attracts daytime and evening foot traffic.

C. To stimulate private commitments to invest and reinvest in the Project Area.

D. To reverse economic stagnation and decline, to serve as a catalyst for retaining or expanding employment, and to attract major investment in the area.

E. To preserve and enhance the tax base and make possible investment, development, and economic growth that would otherwise be difficult without the Project and the apportionment of incremental tax revenues.

F. To implement recommendations of the Fort Sill Regional Growth Management Plan especially with respect to land use, planning, and quality of life issues.

G. To advance STEM education, increase high school graduation rates, promote post-secondary STEM training, grow the STEM workforce, and drive economic development in the City of Lawton and the broader Southwest Oklahoma region.

V. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for the Project, including all necessary, appropriate and supportive steps, will consist of the following:

A. Construction and repair of public improvements, streets, streetscapes, and infrastructure for utilities in order to increase the density of development.

B. Landscape and streetscape improvements, including lighting, signage, and sidewalks, in downtown Lawton, especially along 2nd Street and C Avenue, in order to create a safe and connected development.

C. Site assembly, land acquisition, and environmental remediation for infill construction and renovation of vacant structures to create a cohesive and vibrant downtown.

D. Improvements and/or resources to one or more public schools in the Project Area.

E. Assistance in development financing for housing.

F. Assistance in development financing for redevelopment, business location, relocation, or expansion and job creation.

VI. ESTABLISHMENT OF INCREMENT DISTRICTS

A. Increment District No. 1, City of Lawton, an ad valorem tax increment district, was previously created pursuant to Ordinance 2006-15 adopted by City Council on May 6, 2005, the boundaries of which were thereafter reduced effective July 1, 2010, with the City Council's adoption of Ordinance No. 10-22. Increment District No. 2, City of Lawton, an ad valorem, sales and use tax, and occupancy tax increment, was created effective July 1, 2010, pursuant to Ordinance No. 10-22.

B. The ad valorem increment is the ad valorem revenue in excess of the revenue generated by the base assessed value of the increment district (*i.e.*, the new revenue attributable to increases in the value of the increment district). Pursuant to the Amended Project Plan approved on June 10, 2010, the size of Increment District No. 1 was reduced by the deletion of the area for Increment District No. 2; accordingly, the base assessed value within Increment District No. 1 was thereby reduced. Notwithstanding such reduction (and to render unnecessary a determination of the amount of such reduction), the increment of ad valorem taxes from Increment District No. 1 generated by values in excess of the base assessed value up to an equalized assessed value of $23,043,212 has been allocated to the affected taxing jurisdictions in proportion to their respective annual levies. 62 O.S. §853 (9) and (14)(i); §854(4). The increment of ad valorem taxes from Increment District No. 1 in excess of the ad valorem taxes generated by an equalized assessed value of $23,043,212 for the increment district may be used to pay Project Costs authorized by Section VIII of this Project Plan for a period not to exceed twenty-five (25) years, as provided by law, or the period required for the payment of the Project Costs authorized by Section VIII, whichever is less. During the period of apportionment, the ad valorem apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

C. The sales tax increment from Increment District No. 2 is the City's annual undedicated sales tax, and the use tax attributable to investment and development in Increment District No. 2 in excess of such tax revenue for the fiscal year ended June 30, 2010. The increment of the sales taxes generated by Increment District No. 2, City of Lawton, as determined herein and as may be supplemented by resolution of the City Council in accordance with the Local Development Act, may be used to pay Project Costs authorized by Section VIII of this Project Plan, for the lesser of: (A) a period not to exceed twenty-five (25) years from the effective date of Increment District No. 2, City of Lawton, as provided by law, or (B) the period required for payment of the Project Costs. During the period of apportionment, the sales tax apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

D. The increment of ad valorem taxes from Increment District No. 2 in excess of the revenues generated by the base assessed value of the increment district may be used to pay Project Costs authorized by Section VIII of this Project Plan for a period not to exceed twenty-five (25) years from the effective date of Increment District No. 2, as provided by law, or the period required for payment of the Project Costs authorized by

Section VIII, whichever is less. During the period of apportionment, the ad valorem apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

E. The occupancy tax increment from Increment District No. 2 is the City's annual occupancy tax attributable to investment and development in Increment District No. 2 in excess of such occupancy tax revenue for the fiscal year ended June 30, 2010. The increment of the occupancy taxes generated by Increment District No. 2, determined as provided herein and as may be supplemented by resolution of the City Council in accordance with the Local Development Act, may be used to pay Project Costs authorized by Section VIII of this Project Plan for the lesser of: (A) a period not to exceed twenty-five (25) years from the effective date of Increment District No. 2, as provided by law; or (B) the period required for payment of the Project Costs authorized by Section VIII. During the period of apportionment, the occupancy tax apportionment fund (1) shall be available to pay Project Costs under Section VIII, (2) shall constitute funds of the Lawton Economic Development Authority, a public trust, and (3) shall not constitute a part of the general fund of the City of Lawton subject to annual appropriation.

F. Increment Districts temporarily designated as Increment District No. "A" and "B", both of which are ad valorem and sales tax increment districts, are hereby approved with the adoption of this Third Amended Project Plan and shall each have an effective creation date on the dates established by an ordinance adopted by the City Council within ten (10) years following the date of approval of this Third Amended Project Plan. Once the effective creation date of each of Increment Districts No. "A" and "B" is determined, that Increment District shall be numerically designated as "Increment District Number ___, City of Lawton," as appropriate, by assigning the next consecutive number for increment districts of the City of Lawton in accordance with 62 O.S. § 856(3). Each Increment District shall be implemented in the sequence that development commitments are obtained and shall be sequentially numbered accordingly.

G. The boundaries of Increment District No. 2 will be reduced by the deletion of the area within Increment Districts No. "A" and "B", and the base assessed value of Increment District No. 2 will be decreased by the valuation assigned to each site at the time the base assessed value was determined by the Comanche County Assessor, as certified on October 26, 2010.

H. The increment of ad valorem taxes from each of the Increment Districts authorized herein, in excess of the base assessed value of each such increment district may be apportioned from time to time to pay Project Costs authorized by Section VIII of this Third Amended Project Plan for a period not to exceed twenty-five (25) fiscal years, as provided by law, or the period required for the payment of such Project Costs, whichever is less.

I. The increment of Lawton sales and use taxes generated by investment and development in Increment Districts No. "A" and "B", as determined by a formula to be approved by resolution of the City Council in accordance with the Local Development Act, may be used to pay Project Costs authorized pursuant to Section VIII of this Third Amended Project Plan, for a period not to exceed twenty-five (25) fiscal years from the respective effective dates of each of Increment Districts No. "A" and "B", as provided by law, or the period required for payment of the Project Costs authorized pursuant to Section VIII of this Third Amended Project Plan, whichever is less.

J. During the period of apportionment, the apportionment fund shall constitute special funds of the Lawton Economic Development Authority, a public trust, and shall not be subject to annual appropriation as a part of the general fund of the City of Lawton.

K. In the event of any litigation challenging directly or indirectly the validity of this Project Plan, any Increment District authorized hereunder, or challenging directly or indirectly any apportionment of disbursement, the time period for any such Increment District or any apportionment or disbursement shall be tolled for a period of time equal to the pendency of any such litigation as permitted under 62 O.S. § 861(A).

L. The Lawton Economic Development Authority, a public trust, or another entity subsequently designated by the City of Lawton, is authorized, subject to approval by the City, to issue tax apportionment bonds or notes, or both, and to incur Project Costs pursuant to Section VIII of this Project Plan, and, in addition, to incur costs of issuance of such bonds or notes and to accumulate appropriate reserves, if any, in connection therewith.

VII. PROJECT AND INCREMENT DISTRICT AUTHORIZATIONS

A. The City of Lawton is designated and authorized as the principal public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto as provided in the Local Development Act, 62 O.S. § 854.

B. The Lawton Economic Development Authority, a public trust, or another public entity designated by the City pursuant to Section VI, is authorized and designated to carry out those provisions of the Project related to issuance of bonds or notes as provided in 62 O.S. §§ 854(B) and 863 of the Local Development Act, subject to approval of the governing body of the City of any specific notes or bonds. Such public entity of the City of Lawton is authorized to assist in carrying out this Project Plan and to exercise all powers necessary or appropriate thereto pursuant Sections 854, Title 62 of the Oklahoma Statutes, except for approval of this Project Plan and those powers enumerated in paragraphs 1, 4, 7, 13 and 16 of Section 854, Title 62. As a public entity designated by the City of Lawton, the Lawton Economic Development Authority, a public trust, or another public entity designated by the City is authorized to: (1) issue tax apportionment bonds or notes, or both; (2) incur Project Costs, pursuant to Section VIII of this Project Plan; (3) provide funds to or reimburse the City of Lawton and the Lawton Urban Renewal Authority for the payment of Project Costs and other costs incurred in support of the implementation of the Project; and (4) incur the cost of issuance of bonds for payment of such costs and to accumulate appropriate reserves, if any, in connection with them. Project Costs shall mean (a) the public costs authorized to be paid by apportioned tax increments pursuant to Section VIII of this Project Plan, and (b) costs necessary or appropriate to implement this Project Plan other than costs authorized by Section VIII, which may be authorized without amendment to this Project Plan.

C. The City Manager, John Ratliff, his successor in office, or his designee shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in this Project Plan. The City Manager, his successor in office, or his designee is authorized to empower one or more designees to exercise responsibilities in connection with Project implementation.

D. Within the boundaries of urban renewal project areas approved by the City of Lawton, the Lawton Urban Renewal Authority is authorized as a public entity to carry out and administer the provisions of this Project Plan with respect to private development and redevelopment in accordance with this Project Plan and urban renewal plans approved by the City of Lawton, as authorized by the Oklahoma Urban Redevelopment Law, Section 38-101, *et seq.*, Title 11 of the Oklahoma Statutes. As a public entity designated by the City of Lawton, the Lawton Urban Renewal Authority is authorized to: (1) incur Project Costs pursuant to Section VIII of this Project Plan, (2) be reimbursed for such costs, and (3) assist in carrying out this Project Plan and exercise all powers necessary or appropriate thereto pursuant Sections 854, Title 62 of the Oklahoma Statutes, except for approval of this Project Plan and those powers enumerated in paragraphs 1, 4, 7, 13 and 16 of Section 854, Title 62.

VIII. BUDGET OF ESTIMATED PROJECT COSTS TO BE FINANCED BY TAX INCREMENTS APPORTIONED FROM THE INCREMENT DISTRICTS

The estimated Budget of Project Costs on page 11 of this Project Plan represents the maximum costs to be financed by increment revenues expected from development in the Increment Districts and is reflected in seven (7) basic categories of Project Costs. Additional eligible Project Costs may be financed by a combination of sources, in part by the apportionment of ad valorem and sales and use tax increments from the Increment Districts, other public funds, and by state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Act, 62 O.S. § 840, *et* *seq*. The budget allocations for each category represent the anticipated uses of increment revenues, but may be combined or reallocated among categories and Increment Districts as deemed necessary for the Project.

A. Public Improvements. An allocation, in the amounts set forth in the budget below, may be utilized for public improvements, including water, sanitary sewer, storm drainage, roadway, sidewalks, streetscapes, walkways, lighting, landscaping, signage, and other infrastructure and utilities as may be necessary or desirable to serve the Project or attract new business development.

B. Redevelopment, including Land Acquisition and Remediation, and Assistance in Development Financing (Project Support for Redevelopment). An allocation, in the amounts set forth in the budget below, may be utilized, as assistance in public financing, as may be necessary to attract and support new business, relocation and/or expansion of existing business, and job creation. Such project support will be provided pursuant to executed economic development agreements to ensure delivery of each development.

C. School Improvements. An allocation, in the amounts set forth in the budget below, as such funding becomes available, may be utilized for capital improvements and related facilities for the public schools located in the Project Area, which may include construction, renovation, expansion, or modernization of school buildings; acquisition of furnishings, fixtures, equipment, and technology; site and safety improvements; and related infrastructure and utility work necessary to support educational services.

D. Oher Public Facilities. An allocation, in the amounts set forth in the budget below, may be utilized for other public facilities and improvements, including without limitation, parks and public space facilities and amenities.

E. Project Implementation and Administrative Costs. An allocation, in the amounts set forth in the budget below, may be utilized for project implementation and administrative costs, including planning, legal, consulting, and engineering costs incurred or to be incurred by the City and/or LEDA. Such costs include, but are not limited to, payment and/or reimbursement of costs in connection with the preparation and approval of the Project, the Project Plan, implementing agreements, economic development agreements, other definitive agreements, professional fees, and financing costs and fees (to the extent financing is authorized by the City Council).

F. STEM Strategic Plan. Ten percent (10%) of the total increment revenue generated from Increment Districts temporarily designated as Increment District No. "A" and "B", both of which are ad valorem and sales tax increment districts, will be allocated for implementing the STEM Strategic Plan to support programs, and initiatives focused on STEM Education, jobs training, and internship programs. Such programs and initiatives may include partnership, implementation, and support agreements, as determined in the City's discretion, with the public schools providing K-12 education, FISTA, Great Plains Technology Center, Cameron University, and other with local organizations, local schools, educational institutions, academic organizations, local industry partners, state and federal entities, nonprofits, public trusts, and other entities, organizations, and partners as may be determined appropriate and necessary by the City from time to time.

G. Miscellaneous and Contingencies. An allocation, in the amounts set forth in the budget below, may be utilized for contingencies, including incidental and unforeseen costs and expenses incurred in any Project Cost category.

Estimated Budget of Project Costs (in millions of dollars)

Increment District No.	Project Cost Category							Total for Increment District
	A	B	C	D	E	F	G	
1	$9.50	$7.50	$3.50	$3.00	$0.75	n/a	$0.75	$25.00
2	$15.60	$12.30	$5.80	$4.90	$1.25	n/a	$1.25	$41.10
A	$9.40	$4.90	$3.40	$3.00	$0.80	$2.50	$0.80	$24.80
B	$4.90	$2.60	$1.90	$1.60	$0.40	$1.30	$0.40	$13.10
Total	**$39.40**	**$27.30**	**$14.60**	**$12.50**	**$3.20**	**$3.80**	**$3.20**	**$104.00**

Project Cost Categories

A Public Improvements
B Project Support for Redevelopment
C School Improvements
D Other Public Facilities
E Project Implementation and Administration
F STEM Strategic Plan
G Miscellaneous and Contingencies

Plus any financing costs, costs of issuance, necessary or appropriate reserves, and interest on repayment of Project Costs, including, where authorized, interest on assistance in development financing.

For all Increment Districts, all Project Cost Categories other than Project Cost Category F (for STEM Strategic Plan) may be combined and allocated as deemed necessary for the Project. Furthermore, previously unpledged or uncommitted increment revenues from a Project Cost Category for any Increment District may be pledged to the repayment of financing or payment of Project Costs authorized from the same Project Cost Category for any other Increment District.

Additional Financial Authorizations.

Advances, guaranties, loans, and repayments between any Increment Districts approved by the City of Lawton are authorized under this Project Plan, provided the aggregate budgets for the respective Increment Districts are not exceeded. Project Costs remaining upon the expiration of an Increment District may be paid from increments of any remaining Increment Districts.

Additional Project Costs.

Additional costs necessary or appropriate to implementing this Project Plan which are to be financed by other than apportioned tax increments may be approved by the City at any time. The provisions of this Section VIII are not a limitation on Project related costs to be financed by sources other than apportioned tax increments.

IX. PROJECT PLAN FINANCING

A. Financing Authorizations.

The implementation of the Project Plan shall be financed in accordance with financial authorizations, including both fund and asset transfers, authorized from time to time by the City Council.

Some Project Costs, in anticipation of private investment, may be financed and funded by the City from apportioned tax increments or from sources other than apportioned tax increments, through the issuance of tax apportionment revenue notes, which may be repaid once increment is generated by the development within an Increment District. Private developers within the Project Area may be required to construct the necessary improvements for specific projects at their initial expense, and the financing of such private developments will be provided by private sources. Other Project Costs incurred in connection with the implementation of this Project Plan will be financed on a pay-as-you-go basis.

B. Financing Revenue Sources.

The revenue sources expected to finance Project Costs authorized by Section VIII are the apportioned increments generated by the Increment Districts. Project Costs will be paid by the City and/or the Lawton Economic Development Authority, a public trust, as authorized from time to time by City Council.

C. Financial Reports and Audits.

The redevelopment activities undertaken by the City, pursuant to this Project Plan, shall be accounted for and reported by the appropriate and necessary annual fiscal year audits and reports.

D. Community Development Block Grant Funds.

To the extent that community development funds or other funds of the City are required to finance the Project, they may be provided on an incremental basis.

E. Other Necessary and Supporting Costs.

The Lawton Economic Development Authority, a public trust, or another public entity designated by the City pursuant to Section VI, is authorized to issue bonds and notes and to apply for and obtain grants from other sources for costs incurred or to be incurred in connection with the Project and the construction of facilities therein in addition to Project Costs to be financed pursuant to Section VIII.

X. ESTIMATED PRIVATE AND PUBLIC INVESTMENTS STIMULATED BY THE PROJECT

A. Private and Public Investments Expected from the Project and Increment District No. 1.

The total estimated private investment ranges from $150 Million to $175 Million, in addition to an estimated $50,000,000 in aggregate public investment. Private investment in the area is expected to consist of retail, hotel, and new business development. Public investment will include infrastructure improvements, landscape and streetscape improvements, infill construction, and renovation and revitalization of existing buildings and structures to create enhanced space for retail and mixed uses.

B. Public Revenue Estimated to Accrue from the Project and Increment District No. 1 and Increment District No. 2.

The estimated incremental increases in ad valorem and sales tax revenue, which will serve as the revenue source for financing the Project Costs authorized by Section VIII, is the public revenue directly attributable to the Project defined by establishment of the tax increment district. Both the City and the State will experience increases in sales tax revenues that are not a part of the increment. Ad valorem taxing entities will experience additional revenues from increasing values near and adjacent to the Project.

Incremental ad valorem tax revenues are estimated to range between $84,000 annually in the near term and $1,200,000 annually over the longer term. It is also estimated that incremental sales tax revenues will be between $200,000 annually in the near term and $2,900,000 annually over the longer term. The economic impact of the Project on public revenue outside of Increment Districts No. 1 and 2 is expected to be positive.

C. Private and Public Investments Expected and Public Revenue Estimated to Accrue from Increment District No. "A".

The total private investment is estimated to be between $16 million and $20 million, in addition to an estimated $1 million in public investments. Private investment in the area is expected to consist of a full-service grocery store and fuel station development. Public investment may include infrastructure improvements, landscape and streetscape improvements, infill construction, and site remediation.

Incremental ad valorem tax revenues are estimated to range between $190,000 annually in the near term and $300,000 annually over the longer term. It is also estimated that incremental sales tax revenues will be between $200,000 annually in the near term and $400,000 annually over the longer term.

D. Private and Public Investments Expected and Public Revenue Estimated to Accrue from Increment District No. "B".

The total private investment is estimated to be between $8 million and $10 million. Private investment in the area is expected to consist of retail or mixed-use development. Public investment may include infrastructure improvements, landscape and streetscape improvements, infill construction, and site remediation.

Incremental ad valorem tax revenues are estimated to range between $100,000 annually in the near term and $160,000 annually over the longer term. It is also estimated that incremental sales tax revenues will be between $100,000 annually in the near term and $200,000 annually over the longer term.

E. Economic Impacts on Business Activities and Financial Impacts on Taxing Jurisdictions. Implementation of the Project is expected to generate positive economic impacts within the Project Area and the community as a whole. These benefits will be reinforced through the strategic investment of eligible Project Costs designed to catalyze business activity, expand the local tax base, and advance the objectives of this Project Plan. The Project is not expected to result in a measurable increase in demand for services by, or in costs to, the affected taxing jurisdictions. The Project is anticipated to yield favorable fiscal and economic outcomes for the affected taxing jurisdictions by promoting sustained commercial growth, supporting job creation, and encouraging complementary private investment. Collectively, these impacts are expected to enhance the vitality of the Project Area and contribute to long-term economic development consistent with the objectives set forth in Section IV of this Plan.

XI. LAND USE

No changes in the zoning of the City of Lawton are necessary to accommodate this Project. This Third Amended Project Plan complies with the objectives and priorities of the Comprehensive Plan of the City of Lawton, as amended.

Existing uses and conditions of real property in the Project Area are shown on the map attached as Exhibit C. The proposed improvements to and proposed uses of the real property in the Project Area are shown on Exhibit D.

Exhibit A

Project Area and Increment District Boundary Map

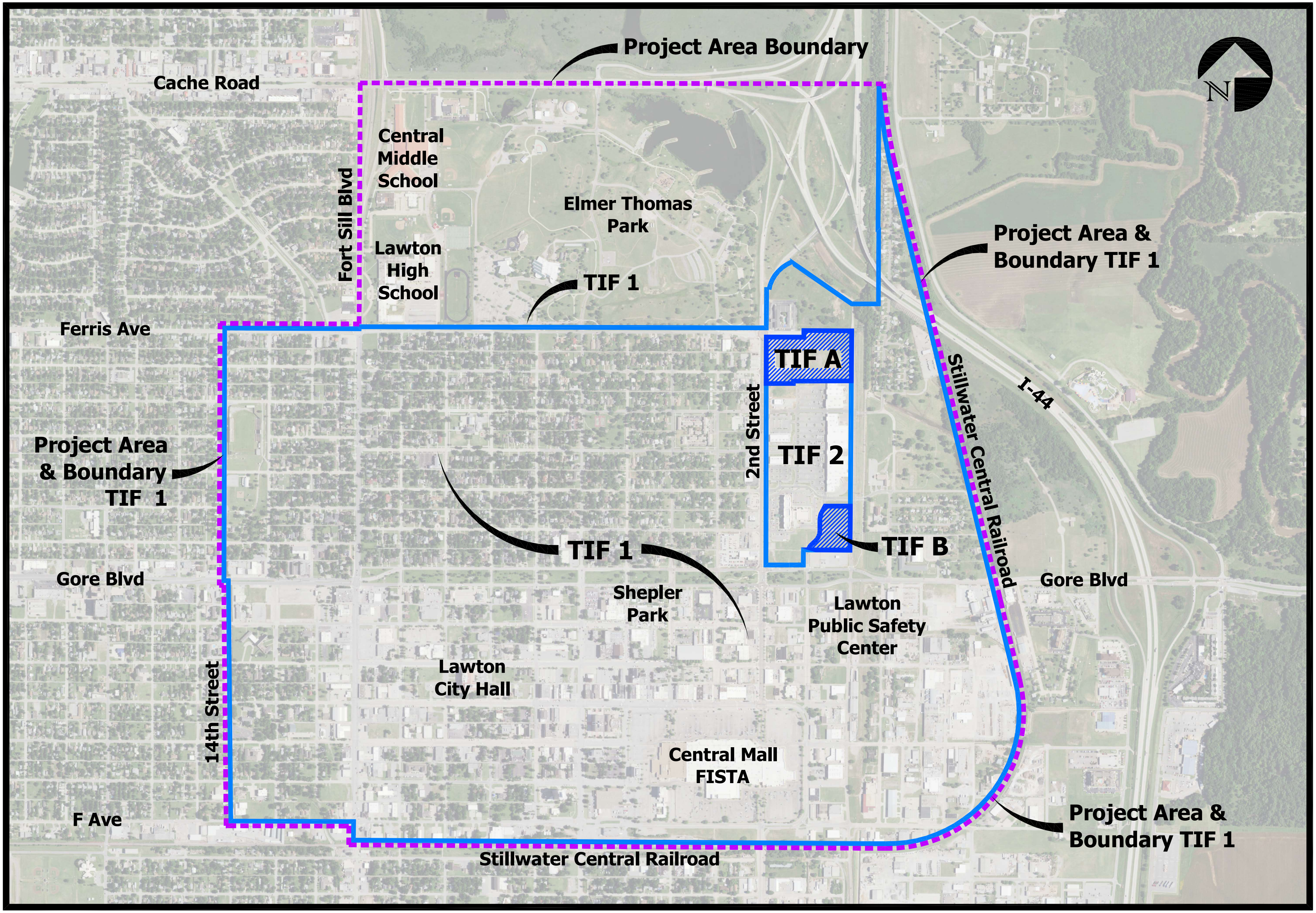


EXHIBIT B

Project Area Boundary Description

That portion of the City of Lawton lying within a line described as Beginning at a point where the extension of the north right-of-way line of NW Ferris Avenue intersects the west line of Section 30, T2N-R11W; thence westerly along the north right-of-way line of NW Ferris Avenue to its intersection with the west right-of-way line of NW 14th Street extended; thence southerly along the west right-of-way line of NW 14th Street to its intersection with the south right-of-way line of SW F Avenue; thence easterly along the south right-of-way line of SW F Avenue to its intersection with the west right-of-way line of SW 11th Street; thence southerly along the west right-of-way line of SW 11th Street to its intersection with the north right-of-way line of the Burlington-Northern Railroad; thence easterly and northerly along the north and west right-of-way line of the Burlington-Northern Railroad to its intersection with the east right-of-way line of the Oklahoma-Kansas-Texas Railroad; thence northerly along the east right-of-way line of the Oklahoma-Kansas-Texas Railroad to its intersection with the north line of Section 29, T2N-R11W; thence westerly along the north Line of said Section 29 to the northwest corner of said section; thence westerly along the north line of Section 30, T2N-R11W, to the northwest corner of said Section 30; thence southerly along the west line of said Section 30 to the Point of Beginning.

Increment District No. 1 Boundary Description

That portion of the City of Lawton lying within a line described as beginning at a point where the East right-of-way line of Business Highway 281 intersects the North right-of-way line of NW Ferris Avenue; thence westerly along the North right-of-way line of NW Ferris Avenue to its intersection with the West right-of-way line of NW 14th Street extended; thence southerly along the West right-of-way line of NW 14th Street to its intersection with the South right-of-way line of SW F Avenue; thence easterly along the South right-of-way line of SW F Avenue to its intersection with the West right-of-way line of SW 11th Street; thence southerly along the West right-of-way line of SW 11th Street to its intersection with the North right-of-way line of the Burlington-Northern Railroad; thence easterly and northerly along the North and West right-of-way line of the Burlington-Northern Railroad to its intersection with the East right-of-way line of the Oklahoma-Kansas-Texas Railroad; thence southerly along the East right-of-way line of the Oklahoma-Kansas-Texas Railroad to its intersection with the South right-of-way line of Interstate 44; thence northwesterly along the Southwest right-of-way line of Interstate 44 to its intersection with the East right-of-way line of Business Highway 281; thence southwesterly along the East right-of-way line of Business Highway 281 to the point of beginning. EXCLUDING: All of Lots One (1) – Eight (8), Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma, including all right, title and interest in and to vacated streets and alleys abutting thereon.

Increment District No. 2 Boundary Description

Lot Three (3), Block 1, Lawton Downtown Center, Part 1, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, together with all of Lots One (1), Two (2), Four (4), Five (5), Six (6), and (7), all inclusive, Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma, including all right, title and interest in and to vacated streets and alleys abutting thereon.

Increment District No. "A" Boundary Description

Lot Eight (8), Block One (1), Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma.

Increment District No. "B" Boundary Description

Lot Three (3), Block One (1), Lawton Downtown Center, Part 2, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, an addition to the City of Lawton, Comanche County, Oklahoma, being a part of the Southeast Quarter of Section 30, T2N, R11, of the Indian Meridian, Comanche County, Oklahoma.

Exhibit C
Existing Uses and Conditions

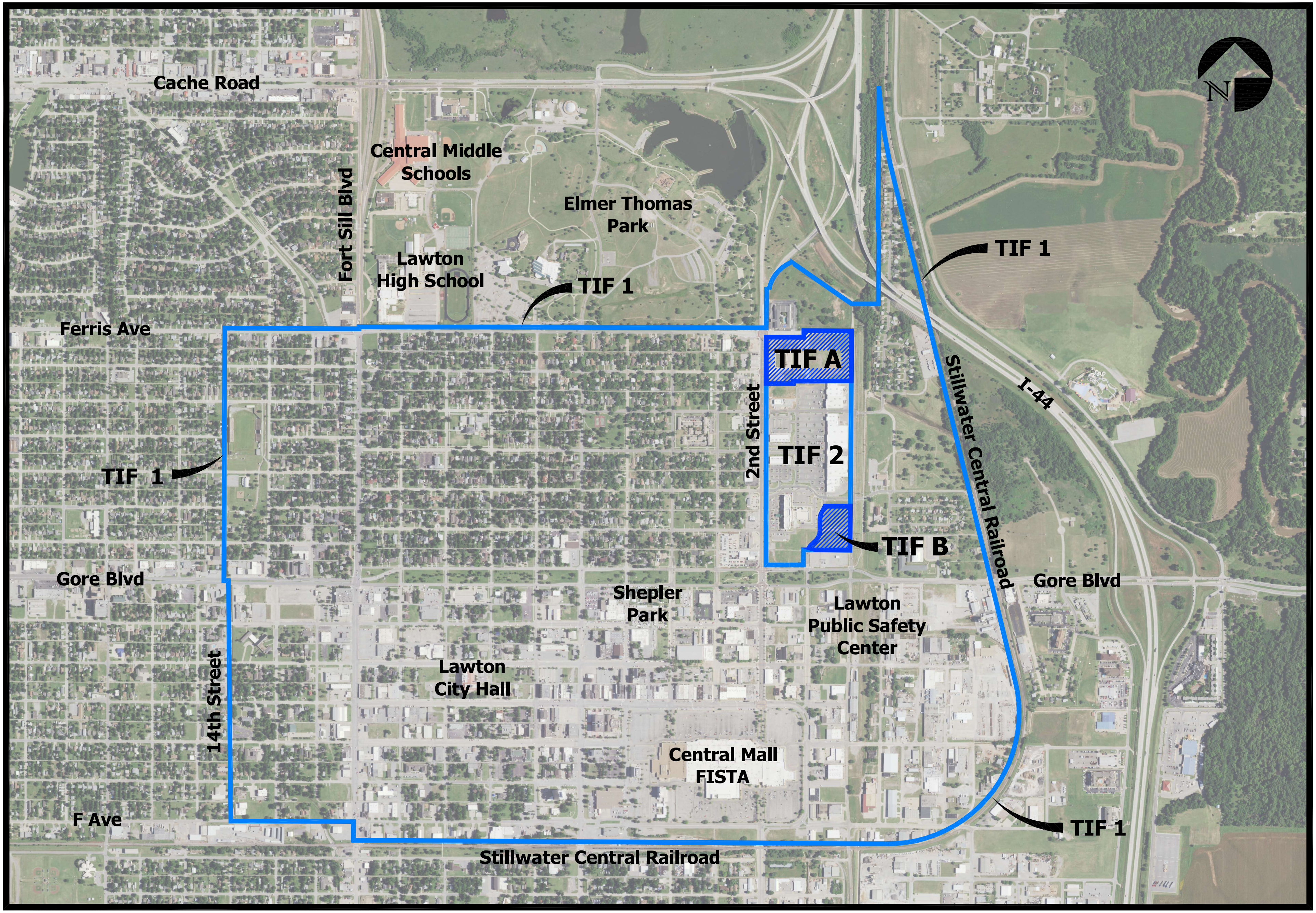


Exhibit D

Proposed Land Use Map

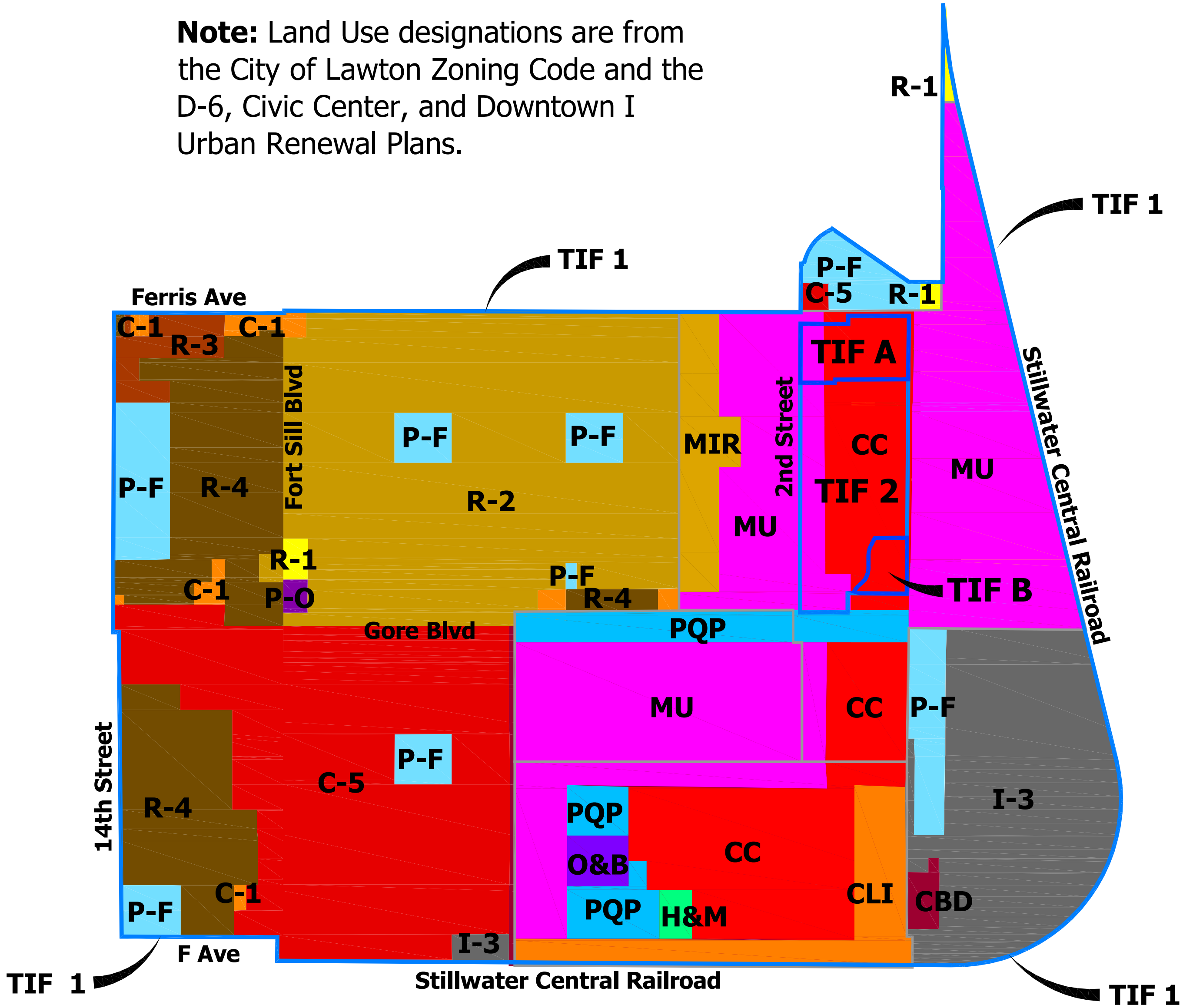
City of Lawton Zoning Uses:

C-1	Local Commercial District
C-5	General Commercial District
CBD	Central Business District
P-F	Public Facilities District
P-O	Professional Office District
R-1	Single-Family Dwelling District
R-2	Two-Family Dwelling District
R-3	Multiple-Family Dwelling District
R-4	High-Density Apartment District
I-3	Light Industrial District

Urban Renewal Plan Uses:

CC	Commercial Central
CLI	Commercial Light Industrial
H&M	Hotel and Motel
MIR	Medium Intensity Residential
MU	Mixed Use
O&B	Office and Banking
PQP	Public – Quasi Public

Note: Land Use designations are from the City of Lawton Zoning Code and the D-6, Civic Center, and Downtown I Urban Renewal Plans.



N

Item Title:
Consider approving a funding agreement between the Lawton Economic Development Authority and the Oklahoma Development Finance Authority in the amount of $18,000,000, entitled Lawton Economic Development Authority Project, Series 2025, as part of the Oklahoma Business Expansion Incentive Program.

Initiator: Richard Rogalski

Information Source: Richard Rogalski

Background:
On May 28th, 2025, the Lawton Economic Development Authority was awarded a Pooled Finance Act grant from the Oklahoma Development Finance Authority in the aggregate amount of $18 million. Later that same day, the Governor announced that Firehawk Aerospace had chosen Lawton, Oklahoma for their new manufacturing facility and the 320-acre parcel located west of Goodyear Blvd north of the extension of Gore Blvd is the preferred location for that facility. The cost of constructing the project has been estimated at $22 million. Therefore, LEDA has also sponsored a SIDE grant request through the Oklahoma Department of Commerce for Firehawk Aerospace to receive a $4 million tax credit for the project. This credit would be monetized and provided to LEDA as a lease prepayment to go towards the project construction. Firehawk Aerospace is also paying for the design services necessary to provide the construction documents to bid and construct the project.

Lawton has always been a community that supports our military and the necessary defense of our Nation. Firehawk Aerospace already has a presence within the FISTA, and we are thrilled that they are working on a permanent manufacturing facility within the Lawton/Fort Sill community. This is an important step in establishing Southwest Oklahoma as a location of choice for the defense industry. More importantly however, is that Firehawk Aerospace is actively working to strengthen the US supply chain in the area of missile systems and advanced missile technologies. These capabilities are essential for conducting combat operations and are integral to the nation's defense strategy and the fortification of the nation's supply chain for national security.

An important step to keep this project moving forward in the Lawton Community is for LEDA to approve and execute the funding agreement between the Lawton Economic Development Authority and the Oklahoma Development Finance Authority in the amount of $18,000,000, entitled Lawton Economic Development Authority Project, Series 2025, as part of the Oklahoma Business Expansion Incentive Program.

Correlation to the True North Statement:
Open for Business

Exhibit:
Funding Agreement with the Oklahoma Development Finance Authority

Key Issues:
N/A

Funding Source:
ODFA

Recommended Action:
Approve the funding agreement between the Lawton Economic Development Authority and the Oklahoma Development Finance Authority.

ATTACHMENTS:
1. LEDA - P3 Funding Agreement (v2) - Execution Version

FUNDING AGREEMENT

Between

THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY,
Authority,

And

Lawton Economic Development Authority (LEDA),
Public Entity

Relating to:

$18,000,000
The Oklahoma Development Finance Authority
Community Economic Development Pooled Finance Act
Oklahoma Business Expansion Incentive Program
Public-Private Partner Development Infrastructure Pool
(City of Lawton – Infrastructure P3 Project)
Series 2025

Dated as of July1, 2025

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FUNDING AGREEMENT

(OKLAHOMA BUSINESS EXPANSION INCENTIVE PROGRAM)

(LAWTON ECONOMIC DEVELOPMENT AUTHORITY (LEDA) PROJECT, SERIES 2025)

THIS FUNDING AGREEMENT (this "***Funding Agreement***") is made and entered into as of July1, 2025, by and between **THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY**, a public trust and instrumentality of the State of Oklahoma (the "***Authority***"), and **Lawton Economic Development Authority (LEDA),** an Oklahoma public trust the (*"**Public Entity**")*.

RECITALS

A. The Authority was organized pursuant to Title 60, Oklahoma Statutes 2021, Section 176 *et seq*., as amended, and Title 74, Oklahoma Statutes 2021, Section 5062.1 *et seq*., as amended (collectively, the "***ODFA Act***"), and is authorized and empowered, *inter alia*, to foster economic development within the State of Oklahoma (the "***State***"), by providing financing and other assistance to its citizens, including, but not limited to, issuing bonds, notes or other obligations and utilizing the proceeds thereof in furtherance of its mission.

B. The Authority is authorized under the Oklahoma Community Economic Development Pooled Finance Act, Title 62, Oklahoma Statutes 2021, Sections 891.1 *et seq.,* as amended (the "***Act***"), to administer various pooled finance programs pursuant to the provisions of the Act, and is designated to function as a "conduit issuer," within the meaning of the Act, which provides that the Authority shall act for the benefit of either a combination of local government entities or a local government entity or entities in conjunction with a for-profit business entity or entities for authorized economic development and infrastructure projects.

C. Specifically, in accordance with the Act, there has been created a Public-Private Partner Development Infrastructure Pool within the Oklahoma Business Expansion Incentive Program (the ***"Program"***) that is designed to be used for infrastructure projects in the State that benefit the private sector and where the infrastructure is owned by a Public Entity. The incentive offered by this Program targets job creation and retention, together with infrastructure development. The incentive is available to public entities of the States that enlist the support of existing for-profit businesses in the State, to develop or expand infrastructure that would benefit the community and area businesses. The financial incentive available to the Public Entity is in the form of a periodic cash payment (the ***"Award"***), which is funded by the Oklahoma Tax Commission's (the ***"Tax Commission"***) capture of certain eligible employee withholding taxes (the ***"Eligible Employee Withholding Taxes"***) paid to the State with respect to new jobs or existing jobs associated with the Federal Employer Identification Number ("***FEIN"***) of the participating for-profit business entities that elect to partner with and support the Public Entity's infrastructure project.

D. Section 891.18B of the Act permits an eligible Public Entity, in partnership with one or more for-profit business that would otherwise qualify to receive or benefit from proceeds of obligations issued by the Authority for the Public-Private Partner Development Infrastructure Pool, to seek from the Oklahoma Department of Commerce (***"ODOC"***), a determination letter (the ***"ODOC Award Letter"***), notifying the Public Entity that the proposed infrastructure project described in its application will result in a positive net economic benefit to the State, using the methodology described in the Act.

E. If ODOC makes a determination that a positive net economic benefit exists with respect to a particular application, the applying Public Entity shall be allowed an Award, as a financial incentive under the Program. The amount of the Award, together with the terms and conditions associated therewith, if any, that must be observed or satisfied in connection with the capture of the Eligible Employee Withholding Taxes and the distribution of the Award to the Public Entity are set forth in the ODOC Award Letter. The Act mandates that such letter be distributed to an authorized representative of the Public Entity applicant, and that copies be sent to the Oklahoma Tax Commission (the ***"Tax Commission"***) and the Authority.

F. A determination has been made by ODOC that the infrastructure development project(s) described by the Public Entity in the application it submitted to ODOC (collectively, the "***Project***"), together with the support and participation of each private sector, for-profit business entity listed in the ODOC Award Letter (each, a ***"Partner"***) will result in a positive net economic benefit to the State in accordance with the Act. As a result, the Project qualifies for an incentive Award under the Act, which shall be funded from the capture of Eligible Employee Withholding Taxes for the Public-Private Partner Development Infrastructure Pool Revolving Fund-Lawton Economic Development Authority (LEDA) Project, Series 2025 (the ***"Revolving Fund***"), established by the State Treasurer pursuant to the Act. The Act further directs the Tax Commission to segregate and deposit to the Revolving Fund that percentage of the Eligible Employee Withholding Taxes associated with each Partner's FEIN, in accordance with the ODOC Award Letter which is attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Public Entity agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 **Definitions**. Capitalized terms used but not otherwise defined herein shall have the meanings set forth below unless the context or use clearly indicates otherwise.

.1 "***Act***" means the Oklahoma Community Economic Development Pooled Finance Act, Title 62, Oklahoma Statutes 2021, Sections 891.1 *et seq.,* as it may be amended from time to time.

.2 "***Authority***" means The Oklahoma Development Finance Authority, a public trust and instrumentality of the State, and its successors and assigns.

.3 ***"Award"*** means the award authorized to be made to the Public Entity by ODOC, pursuant to the ODOC Award Letter and this Funding Agreement.

.4 "***Eligible Employee Withholding Taxes***" means, as to each Partner, the amount of its eligible State employee withholding taxes with respect to all new or existing jobs in the State associated with the Partner's FEIN that are required to be collected and deposited in the Revolving Fund by the Oklahoma Tax Commission, in accordance with the terms of the ODOC Award Letter and the Act.

.5 "***FEIN***" means the Federal Employer Identification Number of each Partner, set forth in the ODOC Award Letter.

.6 "***Facility***" means, collectively, the Public Entity's infrastructure projects in Oklahoma, for the Lawton Economic Development Authority (LEDA), as more particularly described in its application to ODOC and in the ODOC Award Letter.

.7 "***Funding Agreement***" means this Funding Agreement, dated as of July1, 2025, between the Authority and the Public Entity, as the same may be amended and/or supplemented from time to time.

.8 "***ODFA Act***" means, collectively, Title 60, Oklahoma Statutes 2021, Section 176 *et seq*., as amended, and Title 74, Oklahoma Statutes 2021, Section 5062.1 *et seq*., as amended.

.9 "***ODOC***" means the Oklahoma Department of Commerce**.**

.10 ***"ODOC Award Letter"*** means the letter issued by ODOC that notifies the Public Entity that its analysis of the Project resulted in a determination that a positive net economic benefit to the State exists, lists each Partner and describes the terms and conditions of any Award to the Public Entity.

.11 ***"Partner"*** means each for-profit business entity that has agreed to allow its Eligible Employee Withholding Taxes to be captured and invested in the infrastructure Project proposed by the Public Entity, in the percentage and for the duration described in the ODOC Award Letter.

.12 ***"Program"*** means the Public-Private Partner Development Infrastructure Pool, created within the Oklahoma Business Expansion Incentive Program pursuant to the Act, to foster infrastructure development within the State.

.13 "***Project***" means, collectively, the Public Entity's infrastructure development projects in Oklahoma, for the Lawton Economic Development Authority (LEDA), as more particularly described in its application to ODOC and in the ODOC Award Letter.

.14 ***"Public Entity"*** means Lawton Economic Development Authority (LEDA), Oklahoma, an Oklahoma public trust, and its successors and assigns.

.15 ***"Revolving Fund"*** means the subaccount established by this Funding Agreement for the Public-Private Partner Development Infrastructure Pool within the revolving fund created in the Oklahoma State Treasury for the Authority by the Act, i.e., the Community Economic Development Pooled Finance Act Revolving Fund -OBEIP LAWTON ECONOMIC DEVELOPMENT AUTHORITY (LEDA), Series 2025.

.16 "***State***" means the State of Oklahoma.

.17 ***"Tax Commission"*** means the Oklahoma Tax Commission.

ARTICLE II.
FUNDING AGREEMENT

Section 2.01 **Funding Agreement**. The Public Entity has received an ODOC Award Letter notifying it that it has received an Award, the amount of the Award and the terms and conditions thereof. To the extent of available monies in the Revolving Fund, the Award shall be paid quarterly, commencing on or about October 15, 2025, and continuing quarterly thereafter, to and including July 15, 2028 or such earlier date the amount thereof shall be paid in full, all in accordance with the terms hereof and the ODOC Award Letter.

Section 2.02 **Source of Award Payment**. All Eligible Employee Withholding Taxes deposited to the credit of the Revolving Fund by the Tax Commission have been appropriated pursuant to the Act and will be budgeted and expended by the Authority for the payment of the Award and other costs associated therewith.

Section 2.03 **Costs**. The Public Entity shall bear the costs of the Program associated with its Award, including the following: (i) at closing a fee payable to the Authority in the amount of $20,000, which includes the acceptance fee of the Authority and the costs and expenses incurred by the Authority, including its legal fees and expenses, payable from the Revolving Fund at such time sufficient funds are available and (ii) an annual fee in the amount of $18,000, payable to the Authority on July 15, 2026, and each anniversary thereof, which amounts shall be payable from the Revolving Fund at such time as sufficient funds are available.

Section 2.04 **Change of Circumstances**. If following the execution and delivery of this Funding Agreement, the Public Entity elects to terminate, reduce or alter its capital investment in the State or the scope and nature of the Project, the Authority and ODOC shall be promptly notified of such change of circumstances. If the proposed changes to its capital investment or the Project result in fewer jobs being created or retained or if the average of the wages associated with such jobs is reduced, ODOC shall conduct a review of its initial determination of the net positive economic benefit of the Project to the State and advise the Authority and the Public Entity whether a reduced Award will result from such change of circumstances. If the Award for the Project is reduced, the Public Entity may elect to accept such reduced Award and the parties hereto shall amend the Public Entity's signature page hereto to reflect such change. If the Public Entity elects not to accept the reduced Award or if the Public Entity elects to terminate the Project, the parties shall execute a rescission agreement to evidence the termination of the Award.

Section 2.05 **Termination of Funding Agreement**. This Funding Agreement shall terminate, as between the Public Entity and the Authority, on the first to occur of one of the following events: (i) the date the Public Entity elects to terminate this Funding Agreement, in accordance with Section 2.04 above, (ii) the date on which the Public Entity's Award has been paid in full, or (iii) at 12:01 a.m. on July 16, 2028.

ARTICLE III.
REVOLVING FUND

Section 3.01 **<u>Purpose of Revolving Fund</u>**. The purpose of the Revolving Fund established by the State Treasurer pursuant to the Act is to receive certain Eligible Employee Withholding Taxes attributable to the income of new or existing jobs of employees in the State associated with each Partner's FEIN, which amounts shall be used by the Authority to pay the Award and other costs pursuant to the Act.

Section 3.02 **<u>Deposits to Revolving Fund</u>**. The Tax Commission is required by the Act to determine the amount of Eligible Employee Withholding Taxes attributable to the wages and other compensation of employees in the State associated with each Partner's FEIN and to deposit such amounts to the credit of the Revolving Fund.

Section 3.03 **<u>Corporate Income Tax Exception</u>**. Partners that participate in the Program will not be subject to corporate income tax associated with the segregation and payment of withholding taxes to local government entities when such payment is made for the purpose of infrastructure development under the Program.

Section 3.04 **<u>Application of Moneys in the Revolving Fund</u>**. The Authority is authorized by the Act to budget and expend amounts in the Revolving Fund for the purpose of paying such incentive Awards and other costs associated therewith. The Authority agrees that it shall budget and expend all Eligible Employee Withholding Taxes deposited to the Revolving Fund to the payment of the Award and other costs associated therewith. Pursuant to the Act, the Authority agrees to file a claim quarterly with the Office of the Oklahoma State Treasurer and take such other actions as are necessary to transfer all such Eligible Employee Withholding Taxes then on deposit in the Revolving Fund to pay the Award and other costs associated therewith.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

Section 4.01 **<u>Representations and Warranties of the Authority</u>**. The Authority represents and warrants that:

(a) <u>Existence; Authorization</u>. The Authority is duly organized and validly existing as a public trust and instrumentality organized under the laws of the State with the State as its beneficiary and has the power and authority to execute and deliver this Funding Agreement and perform the duties contemplated of it thereunder. The Authority has duly adopted a resolution authorizing the execution and delivery of this Funding Agreement and making the Award to the Public Entity hereunder.

(b) <u>Binding Agreements</u>. This Funding Agreement is the legal, valid and binding obligation of the Authority, enforceable against it in accordance with its terms, except that the enforceability thereof may be limited by laws relating to the bankruptcy or insolvency of the Authority or other similar laws affecting creditors' rights generally or by general principles of equity.

(c) No Default. The execution and delivery of this Funding Agreement and the consummation of the transactions contemplated hereby will not conflict with, or constitute a breach of, or default by it under its declaration of trust, bylaws, or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties.

(d) Litigation. There are no actions, suits or proceedings of any type whatsoever pending or, to the best of its knowledge threatened against the Authority, seeking to prevent the execution and delivery of this Funding Agreement or affecting it or its assets, properties or operations which, if determined adversely to it or its interests, could have a material adverse effect upon its assets, properties or operations or the transactions contemplated hereby.

(e) Survival of Representations and Warranties. All covenants, representations and warranties of the Authority made herein shall survive the making of the execution of this Funding Agreement.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF THE PUBLIC ENTITY

Section 5.01 Representations and Warranties of the Public Entity. The Public Entity represents and warrants that:

(a) Existence. The Public Entity is duly organized and validly existing public trust of the State of Oklahoma in good standing in the State and has full legal right, power and authority to execute and deliver this Funding Agreement and to carry out and consummate all transactions contemplated thereby. It has, by proper action duly taken, authorized the execution and delivery of this Funding Agreement.

(b) Binding Agreements. This Funding Agreement is the legal, valid and binding obligation of the Public Entity, enforceable against the Public Entity in accordance with its terms, except that the enforceability thereof may be limited by laws relating to the bankruptcy or insolvency of the Public Entity or other similar laws affecting creditors' rights generally or by general principles of equity.

(c) No Default. The execution and delivery of this Funding Agreement and the consummation of the transactions contemplated thereby, including the application of the proceeds of the Award, will not conflict with, or constitute a breach of, or default by it under its certificate of formation, or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties.

(d) Litigation. There are no actions, suits or proceedings of any type whatsoever pending or, to its knowledge, threatened against the Public Entity, seeking to prevent the execution and delivery of this Funding Agreement or affecting it, the Facility or its other assets, properties or operations as to which there is a reasonable possibility of an adverse determination and that if determined adversely to it or its interests could have a material adverse effect upon the Facility, or the financial condition, assets, properties or operations of the Public Entity.

(e) Compliance with Applicable Laws. To its knowledge, the Public Entity has not violated and is not now in violation of any applicable statute, regulation, rule or ordinance of the United States of America or any foreign country, or of any state, municipality or any other jurisdiction, or of any agency thereof, in any respect materially adversely affecting the business, property, assets, operations or condition, financial or otherwise, of the Public Entity and its consolidated subsidiaries, taken as a whole.

(f) Survival of Representations and Warranties. All covenants, representations and warranties of the Public Entity made herein shall survive the making of the Award hereunder and the execution and delivery of this Funding Agreement.

ARTICLE VI.
COVENANTS, CONDITIONS AND RESTRICTIONS

Until payment in full of the Award and the performance of all obligations owing to the Authority under this Funding Agreement, unless the Authority shall otherwise consent in writing, the Public Entity covenants and agrees as follows:

Section 6.01 **Performance of Obligations**. The Public Entity will promptly and punctually perform all of its obligations under the terms of this Funding Agreement.

Section 6.02 **Use of Award Proceeds**. The Public Entity will not use or permit any person, association or entity to use any funds advanced to the Public Entity under this Funding Agreement to (a) defray living expenses, (b) anticipate profit, or (c) defray any other item not directly connected with the Project and payable to unrelated third parties.

Section 6.03 **Information**. The Public Entity will promptly furnish, or cause to be furnished, to the Authority all reasonably requested information concerning the Project and the financial status of the Public Entity.

Section 6.04 **Transfer of Facility**. The Public Entity (a) shall give the Authority and ODOC thirty (30) days' prior written notice of any proposed sale, transfer or conveyance of all or any portion of the Facility, and (b) shall not sell, transfer or convey all or any portion of the Facility to a person or entity other than an affiliate of the Public Entity, without the prior written consent of ODOC which consent shall not be unreasonably withheld. To enable ODOC to make a determination, the Public Entity shall provide, and it shall cause the proposed transferee to provide, to ODOC such information as ODOC determines to be relevant for the analysis, as contemplated by Section 891.12 of the Act, including, but not limited to, the nature of the proposed transferee's business, its ownership and financial stability and its post-transfer plans for the Project. ODOC shall review its initial determinations with respect to the Project and conduct an additional review to make a determination that the net positive economic benefit of the Project to the State will not be lessened by the transfer. In the event of an adverse determination by ODOC, the Public Entity shall elect one of the remedial options set forth in Section 2.04, hereof. Notwithstanding the foregoing, the Public Entity may transfer or dispose of equipment included in the Facility which is obsolete or no longer used or useful in connection with the Public Entity's business, and the Public Entity may replace equipment included in the Facility in the ordinary course of business.

Section 6.05 **Payment of Taxes**. All taxes, assessments and governmental charges or levies imposed on the Public Entity or on the Public Entity's assets, income or profits, will be paid prior to the date on which penalties attach thereto. Notwithstanding the foregoing, the Public Entity shall not be required to pay any tax, assessment, charge or levy which is being contested in good faith by proper proceedings.

Section 6.06 **Double Dipping**.

(a) The Credit Enhancement Reserve Fund shall not be utilized in support of any pooled financing obligations issued pursuant to this Act, prior to the full use of any revenues committed to the repayment of any such pooled obligations.

(b) A Partner may not receive or continue to receive incentive payments pursuant to the Oklahoma Quality Jobs Program Act or claim any investment tax credits otherwise authorized pursuant to Section 2357.4 of Title 68, Oklahoma Statutes 2021, during the period of time that any withholding taxes attributable to the payroll of such Partner are being paid to the Revolving Fund.

Section 6.07 **Withholding Taxes**.

(a) The Public Entity and each Partner shall enter into such agreements as may be reasonably required by the Authority and the Tax Commission to provide for the segregation of withholding taxes attributable to new direct jobs created or existing payroll retained by the Public Entity and each Partner. The Authority shall be provided such information by the Public Entity and each Partner as may be reasonably required in order to determine the necessary amount of segregated withholding taxes attributable to new direct jobs or existing payroll.

(b) The Tax Commission shall determine, with respect to the withholding taxes attributable to the income of employees engaged in new direct jobs or existing jobs for each Partner, the amount of such withholding taxes required to be deposited to the Revolving Fund, and each Partner shall provide the Tax Commission such information as may be reasonably required to make such determination.

Section 6.08 **Compliance with Laws**. The Public Entity will comply with all statutes, laws, rules and regulations to which the Public Entity is subject or by which its properties are bound or affected, including, without limitation, those pertaining or relating to (a) environmental standards and controls, (b) occupational health and safety standards, (c) equal employment and credit practices and civil rights, and (d) the Facility and the ownership, operation and use thereof, except where the failure to do so would not be reasonably likely to have a material adverse effect on the Public Entity and its consolidated subsidiaries, taken as a whole.

Section 6.09 **Further Assurances**. The Public Entity will, from time to time, promptly cure any defects or omissions in the execution and delivery of or the compliance with this Funding Agreement or the conditions described herein, including the execution and delivery of additional documents reasonably required by the Authority.

ARTICLE VII.
GENERAL PROVISIONS.

Section 7.01 **Expenses**. The Public Entity agrees to pay the following fees, expenses and charges in respect to the Award: (a) fees and expenses involved in the closing and administration of the Award, as set forth in Section 2.03, hereof; (b) the reasonable fees and expenses of counsel employed by the Authority in regard to any litigation arising out of or relating to this transaction; and (c) the fees and expenses payable by the Authority which are incidental to the enforcement or defense of this Funding Agreement or any instrument executed pursuant hereto.

Section 7.02 **Hold Harmless**. Except for a successful claim against the Authority by the Public Entity or in the case of the Authority's willful misconduct or gross negligence, the Public Entity will indemnify and hold the Authority harmless from all liability, loss, damages or expense, including reasonable attorney's fees, that the Authority may incur in good faith as a result of entering into this Funding Agreement or making the Award, or in compliance with or in the enforcement of the terms thereof.

Section 7.03 **Notices**. All notices, requests and demands shall be served by first class mail, by overnight delivery or e-mail, as follows:

To the Authority:	The Oklahoma Development Finance Authority 9220 N. Kelley Avenue Oklahoma City, OK 73131 Attn: President E-mail: mdavis@okfinance.com
To the Public Entity:	See Public Entity's signature page hereto.

or at such other address as any party hereto shall designate for such purpose in a written notice to the other party hereto. Any notice, request or demand given (i) by first class mail shall be effective and deemed given three business days after being deposited in the United States mail, postage prepaid, (ii) by overnight delivery shall be effective and deemed given on the next business day after being picked up by or delivered to the overnight delivery service, and (iii) by e-mail shall be effective and deemed given on the date sent, if a business day and sent before 5:00 p.m. local time; otherwise, it shall be effective and deemed given on the next business day.

Section 7.04 **Construction; Applicable Law**. This Funding Agreement shall be deemed to be a contract made under the laws of the State and shall be construed in accordance with the laws of the State. Nothing in this Funding Agreement shall be construed to constitute the Authority as a joint venturer with the Public Entity or to constitute a partnership. The descriptive headings of the paragraphs of this Funding Agreement are for convenience only and shall not be used in the construction of the content of this Funding Agreement.

Section 7.05 **Binding Effect; Severability**. This Funding Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. In the event any one or more of the provisions contained in this Funding Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect and in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the remaining provisions shall remain in full force and effect.

Section 7.06 **Entire Agreement; Conflicting Provisions**. This Funding Agreement constitutes the entire agreement of the parties hereto with respect to the Award and all matters arising out of or related thereto, and there are no agreements, understandings, warranties or representations between the parties regarding the financing of the Project other than those set forth herein. In the event of any conflict between or among the provisions of this Funding Agreement and any other agreement between the parties, the provisions of this Funding Agreement shall control.

Section 7.07 **Amendment and Assignment**. This Funding Agreement may not be amended or modified in any way, except by an instrument in writing executed by the parties hereto; provided, however, the Authority may, in writing: (a) extend the time for performance of any of the obligations of the Public Entity; (b) waive any default by the Public Entity; and (c) waive the satisfaction of any condition that is precedent to the performance of the Authority's obligations under this Funding Agreement. This Funding Agreement shall not be assignable by the Public Entity without the written consent of the Authority and ODOC.

Section 7.08 **Counterpart Execution**. This Funding Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the day and year first above written.

THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY

By: ______________________________

Name: Michael D. Davis
Title: President

ODFA Signature Page to this Funding Agreement

PUBLIC ENTITY:	Lawton Economic Development Authority (LEDA)
AWARD AMOUNT:	$18,000,000
PUBLIC ENTITY ADDRESS:	302 W. Gore Blvd., Lawton, OK 73501
PUBLIC ENTITY CONTACT:	Richard Rogalski, PE
CONTACT E-MAIL:	richard@lawtonedc.com

Lawton Economic Development Authority (LEDA),

By: ___________________________
Name ___________________________
Title: ___________________________

NOTICE ADDRESS:
302 W. Gore Blvd.
Lawton, OK 73501
Attn: Richard Rogalski, PE

Public Entity Signature Page to this Funding Agreement

EXHIBIT A

Determination Letter dated May 20, 2025

May 20, 2025

Michael Davis; President & CEO
Oklahoma Development Finance Authority
9220 North Kelley Avenue
Oklahoma City, OK 73131

Carol Schovanec, CPA
Manager of Apportionment and Revenue
Oklahoma Tax Commission
Oklahoma City, OK 73194

Re: Determination Letter – Positive Net Benefit for the Economic Development Pool

Mr. Davis and Ms. Schovanec:
Pursuant to 62 O.S. § 891.12(B), the Oklahoma Department of Commerce has made a review of the information submitted by the Lawton Economic Development Association (LEDA), a public trust whose beneficiary is the city of Lawton, in support of its application to the P3 Development Pool. The review by the Oklahoma Department of Commerce has determined that there is a positive net benefit to the state of Oklahoma and strengthens the linkage of U.S. Department of Defense to the private sector in the state.

The review by the Oklahoma Department of Commerce has determined that there is a positive net benefit associated with Lawton constructing a facility at the Lawton Industrial Park for the location of a company to manufacture rocket fuel and rocket engines used by the U.S. Department of Defense and identified as critical to the nation's security in securing the supply chain for kinetic capabilities. The U.S. Department of Defense has indicated that the acquisition of chemicals critical to the production of kinetic systems, including explosives and propellants, are affected by fragile suppliers, sole-source dependencies, foreign sourcing, and limited supply chain visibility. The US DoD has indicated that it is focused on addressing these vulnerabilities in the near term, and the indirect impacts associated with the expansion include strengthening the supply chain for critical materials in the state and increasing the public and private sector linkages in Oklahoma to the US DoD. The direct impacts associated with this expansion results in new state revenue and the positive benefit determination were based on the following information supplied by LEDA:

1. New job creation of 100 jobs with new payroll of $9.3 million by 2028; and
2. Total investment of more than $40 million, of which $22 million is associated with the construction of a facility to be owned by the Lawton public trust, and nearly $12.95 million to be associated with machinery and equipment.

Oklahoma Department of Commerce
900 N. Stiles Ave.
Oklahoma City, OK 73104

The positive net benefit to the state is based on projected future state revenues being greater than projected future state expenditures related to the above project parameters. State revenues include state sales and income taxes. State expenditures include, but are not limited to, state expenditures for education, highway, health, public welfare and police protection.

Due to the positive net benefit, if LEDA performs the construction for the benefit of Firehawk and the U.S. Department of Defense, the city of Lawton through LEDA will be allowed to capture, on a quarterly basis, **state** withholding taxes from the U.S. Department of Defense under the Defense Finance and Accounting Services (DFAS) FEI. DFAS reports withholding taxes to the Oklahoma Tax Commission under DFAS' FEI is 34-0727612. The percentage of withholdings from DFAS that should be associated with this award is 15%, which is the current proportion of US DoD employees associated with Fort Sill. The award is $18 million.

This award will expire in 180 days if the recipient has not executed Pooled Finance incentive documents with ODFA. If you have any questions, please contact Jon Chiappe, of this office at 405.815.5210.

Sincerely,

Evan Brown
Executive Director | EDGE, Oklahoma Department of Commerce

Cc: Lawton Economic Development Authority
U.S. Department of Defense

Item Title:
Receive a report from Rusty Whisenhunt, Director of Public Utilities for the City of Lawton, and consider approving Pay Application 006 from Fisher59 Properties in the amount of $20,423.51 for the cost of public improvements associated with the construction of a new warehouse and distribution center made in accordance with the First Amended Redevelopment Agreement between LEDA and Fisher59 Properties, approved on January 14, 2025.

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Willie Whisenhunt, Director

Background:
Fisher59 Properties is constructing a new warehouse and distribution center as part of a redevelopment project in partnership with the Lawton Economic Development Authority (LEDA). Public improvements related to the project are being completed in accordance with the First Amended Redevelopment Agreement approved on January 14, 2025. Pay Application 006, totaling $20,423.51, covers eligible costs for these improvements and is presented for approval following review by the City's Director of Public Utilities, Rusty Whisenhunt.

Correlation to the True North Statement:
Transparency and Trust

Exhibit:
Fisher59 Pay Application 006

Key Issues:
N/A

Funding Source:
N/A

Recommended Action:
Approve Pay Application 006 from Fisher59 Properties in the amount of $20,423.51

ATTACHMENTS:
1. Fisher 59 pay app 6

City of Lawton
Public Utilities Department

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 212 Southwest 9th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

September 18, 2025

Mr. Richard Rogalski, PE
LEDA Executive Director

RE: Fisher 59 Pay Application 006

Dear Mr. Rogalski:

All materials referenced in this pay request were confirmed to be on site. All work referenced in this pay request was completed prior to the request for payment. The work was inspected by Joe Castillo of SST Division of Public Utilities, City of Lawton. Attached are all documents for Pay Application 006 to be paid in the amount of $20,423.51.

If you have any questions, please contact my office at (580) 581-3405.

Sincerely,

Rusty Whisenhunt
Director of Public Utilities
City of Lawton

Fisher 59 Pay Request Evaluation **CLAIM NO: 6** **DATE: 9/15/2025**

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)	INVOICE PROVIDED YES/NO	INVOICE AMOUNT YES/NO	INVOICE PAID YES/NO	LIEN RELEASE PROVIDED YES/NO
A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	General Conditions	54,155.00	45,010.58			45,010.58	83%	9,144.42	4,501.06				
2	Testing & InSpection	58,750.00	0.00			0.00	0%	58,750.00	0.00				
3	Earthwork	279,479.00	154,544.00			154,544.00	55%	124,935.00	15,454.40				
4	Site Utilities- Water/Sewer to building	526,942.00	442,660.11	22,692.79		465,352.90	88%	61,589.10	46,535.29	Y	$22,692.79	Y, less retainage	Y
5	Landscape & Irrigation	42,263.00	0.00			0.00	0%	42,263.00	0.00				
6	Site Concrete	565,871.00	0.00			0.00	0%	565,871.00	0.00				
7	General Liability Insurance	9,916.00	9,916.00			9,916.00	100%	0.00	991.60				
8	Building Permit	10,000.00	0.00			0.00	0%	10,000.00	0.00				
9	Builders Risk Insurance	1,586.00	1,586.00			1,586.00	100%	0.00	158.60				
10	Project Contingency	46,469.00	0.00			0.00	0%	46,469.00	0.00				
11	Fee	63,817.00	37,887.22			37,887.22	59%	25,929.78	3,788.72				
	Payment & Performance Bonds	16,525.00	16,525.00			16,525.00	100%	0.00	1,652.50				
CO1	Change Order No 1 - Road Extension Bonds (MAINT)	44,351.00	30,074.66			30,074.66	68%	14,276.34	3,007.47				
	TOTALS	**$1,720,124.00**	**$738,203.57**	**$22,692.79**	**$0.00**	**$760,896.36**	**42%**	**$ 959,227.64**	71,042.61				
		10% Retainage	**73,820.36**	**2,269.28**									

Rusty Whisenhunt 9/17/2025

Rusty Whisenhunt — Date

Director of Public Utilities
City of Lawton

	TOTAL AMOUNT OWED		
	REQUEST	10% RETAINAGE	AMOUNT TO BE PAID
1	$22,688.66	$2,268.87	$20,419.79
2	$352,142.11	$35,214.21	$316,927.90
3	$249,822.60	$24,982.26	$224,840.34
4	$59,905.71	$5,990.57	$53,915.14
5	$53,644.49	$5,364.45	$48,280.04
6	**$22,692.79**	**$2,269.28**	**$20,423.51**

Fisher59

Memo

To: Lawton Economic Development Authority (LEDA)

From: Brett Walford

cc: Richard Rogalski

Date: 9/15/25

Re: Request No: **06**– Lawton Redevelopment Agreement Reimbursement

---

In Summary:

Expenses included in this request are:

1.	Bob Moore Construction	$	20,423.51
2.	Carlson Consulting Engineering	$	0.00
3.	Eller & Dietric	$	0.00
4.	PSI Testing	$	0.00
5.	Project Management	$	0.00

Amount of reimbursement requested: $ 20,423.51

Thanks
Brett

Schedule 2

FORM OF REQUEST FOR REIMBURSEMENT

(to be attached to the Application for Payment in the form of AIA G702/703)

TO: LAWTON ECONOMIC DEVELOPMENT AUTHORITY ("LEDA")

The terms used in this Request for Reimbursement shall have the meanings ascribed to them in the Redevelopment Agreement by and among the City of Lawton, a municipal corporation ("City"), the Lawton Economic Development Authority ("LEDA"), a public trust having as its beneficiary the City of Lawton, the Lawton-Fort Sill Economic Development Corporation, an Oklahoma 501(c)(6) not-for-profit corporation ("LEDC"), and Fisher59 Properties, L.L.C., a Texas limited liabilitycompany, duly authorized to conduct business in the State of Oklahoma ("Redeveloper"), dated April 23, 2024, as thereafter amended by the First Amendment to Redevelopment Agreement dated **January 14, 2025** (collectively, the "Agreement"). LEDA is requested to make a Reimbursement in the amount set forth in this Request for the purposes set forth in the Agreement.

1. **REQUEST NO: 006**

2. LEDA is hereby requested to make a payment to the Redeveloper, reimbursing the Redeveloper, for a partial payment made to its general contractor for the costs incurred to date for the construction of the Public Improvements as indicated below (check or wire instructions).

3. **AMOUNT OF REIMBURSEMENT REQUESTED: $ 20,423.51**

4. In connection with this Request, Redeveloper hereby represents, warrants and certifies to LEDA that:

(a) the Redeveloper has paid the amount indicated in line 3 above, as evidenced by the attached documentation;

(b) the total amount of the Reimbursement set forth in line 3 above represents costs that were made or incurred and were necessary for the development and construction of the Public Improvements and were made or incurred in substantial accordance with the Construction Contract and the approved Plans;

(c) the amount paid or to be paid, as set forth in this Request, represents a part of the amount due and payable for actual construction costs of the Public Improvements and such payment was not paid in advance of the time, if any, fixed for payment and is being made in accordance with the terms of any contracts applicable to the Public Improvements and in accordance with usual and customary practice under existing conditions;

(d) no part of the amount set forth in line 3 above has been included within the costs referred to in any Request previously submitted to LEDA (which has been paid) under the provisions of the Agreement;

(e) the total amount of the Reimbursement requested in line 3 above is a proper charge against the Assistance in Development Financing and properly payable as a Reimbursement pursuant to the Agreement;

(f) the amount of Assistance in Development Financing remaining, after payment of the amount requested in this Request, will be sufficient to pay the entire costs of completing the Public Improvements in accordance with the Construction Contract, the approved Plans and permits therefor;

(g) the attached Application for Payment, as required by the Agreement is true and accurate;

(h) all bills are paid for which previous Requests were funded;

(i) all labor, services, and/or materials reflected in the attached invoices have been performed or furnished. Any materials not incorporated into the Public Improvements have been suitably stored and safeguarded and are insured.

(j) all construction to date has been performed in accordance with the approved Plans;

(k) there have been no changes in the approved Plans or the Construction Contract, except as previously approved by the City and LEDA in writing;

(l) there have been no changes in the time schedule within which the construction of the Public Improvements is to be complete;

(m) there is no extra work, labor or materials ordered or contracted for in excess of items and amounts reflected in the Construction Contract;

(n) all conditions to the disbursement of the Reimbursement as set forth in the Agreement have been fulfilled;

(o) no Event of Default has occurred and is continuing under the Agreement, and nothing has occurred to the knowledge of the Redeveloper that would prevent the performance of its obligations under the Agreement; and

(p) the representations and warranties of the Redeveloper set forth in the Agreement remain true and accurate.

Fisher59 Properties, L.L.C., a Texas limited liability company. hereby agrees to indemnify and hold harmless the Lawton Economic Development Authority, a public trust, for any and all damages which it may sustain on account of being compelled to pay or defend against the claim or lien of any laborer, materialman, contractor or subcontractor, which may hereafter be filed against the Property or Improvements for labor or materials furnished in connection with the Public Improvements, including attorney's fees and court costs expended in the defense of any such claim.

Executed this 15th day of Sept, 2025.

FISHER59 PROPERTIES, L.L.C.,
a Texas limited liability company

By: Brett Walford
Name: Brett Walford
Title: President-Fisher59 Properties

STATE OF Texas)
) ss.
COUNTY OF Denton.)

Before me, a Notary Public in and for said State, on this 15th day of Sept, 2025, personally appeared Brett Walford, to me known to be the identical person who subscribed the name of **FISHER59 PROPERTIES, L.L.C.**, to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

Jennifer Michelle Otts
Notary Public

My Commission number: 133132867
My Commission expires: 06-02-2029

JENNIFER MICHELLE OTTS
Notary Public, State of Texas
Comm. Expires 06-02-2029
Notary ID 133132867

(SEAL)

****

THIS SECTION FOR APPROVAL BY LEDA

Request for Reimbursement No. ___ approved this ____ day of __________, 202__

LAWTON ECONOMIC DEVELOPMENT AUTHORITY, a public trust

By: ______________________________
Executive Director

APPLICATION AND CERTIFICATE FOR PAYMENT - AIA Document G702

TO: (OWNER) **FISHER 59 PROPERTIES**
5050 West University Drive
Denton, TX 76207

FROM: (CONTRACTOR) **BOB MOORE CONSTRUCTION, INC.**
3611 William D Tate Avenue
Grapevine, TX 76051

CONTRACT FOR:

PROJECT: **FISHER 59 ROAD EXPANSION**
Gilbert Gibson Road
Lawton, OK 73501

VIA: (ARCHITECT) **GRAY DESIGN GROUP**
9 Sunnen Drive, Suite 110
Saint Louis, MO 63143

APPLICATION NO: **70295-06**
APPLICATION: Fisher 59 Road
PERIOD FROM: **1-Jul-25**
TO: **31-Jul-25**
ARCHITECT'S NO:

Contract Date: 11-Nov-24

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner:

		ADDITIONS	DEDUCTIONS
		44,351.00	

Approved this Month

Number	Date Approved	ADDITIONS	DEDUCTIONS
	Totals	44,351.00	0.00
Net change by Change Orders		44,351.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown is herein is now due.

CONTRACTOR: BOB MOORE CONSTRUCTION, INC.

By: Date: 8/1/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data compromising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

Application is made for Payment, as shown below in connection with the Contract, Continuation Sheet, AIA Document G703 is attached.

1. ORIGINAL CONTRACT SUM	$	1,675,773.00
2. Net change by Change Orders	$	44,351.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,720,124.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	760,896.36
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$	76,089.64
b. 10% of Stored Material (Column F on G703)	$	0
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	76,089.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	684,806.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate)	$	664,383.21
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	**$**	**20,423.51**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	1,035,317.28

STATE OF: TEXAS, *COUNTY OF:* TARRANT

Subscribed and sworn to before me this 1st day of August 2025

DEBRA KAY MOORE
Notary Public, State of Texas
My Comm. Exp. 11/08/2025
Notary ID 574100-3

Notary Public: Debra Kay Moore

My Commission expires: 11/08/2025

AMOUNT CERTIFIED 20,423.51

(Attached explanation if amount certified differs from amount applied for)
GABRIEL PROJECT MANAGEMENT, LLC

DocuSigned by:
By: Dave O'Brien Date: 8/7/2025 | 10:09:37

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet — *AIA Document G703*

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing contractor's signed Certification is attached.

Project Name: **Fisher 59 Road**
Project # **70295**

Application : # **70295-06** — *Pay Period:* **7/1/2025** *To:* **7/31/2025** — *Delay Days to Date:*

Item No.	Description of Work	Original	Scheduled Value: Changes from Previous Applications	Scheduled Value: Change this Period	Scheduled Value: Current	Previous Application	This Application: Work in Place	This Application: Stored Material	Compltd & Stored to Date	%	Balance to Finish	Retainage 10%
	General Conditions	54,155.00	0.00		54,155.00	45,010.58	0.00		45,010.58	83%	9,144.42	4,501.06
	Testing & Inspection	58,750.00	0.00		58,750.00	0.00			0.00	0%	58,750.00	0.00
	Earthwork	279,479.00	0.00		279,479.00	154,544.00			154,544.00	55%	124,935.00	15,454.40
	Site Utilities - Water/Sewer to Building	526,942.00	0.00		526,942.00	442,660.11	22,692.79		465,352.90	88%	61,589.10	46,535.29
	Landscape & Irrigation	42,263.00	0.00		42,263.00	0.00			0.00	0%	42,263.00	0.00
	Site Concrete	565,871.00	0.00		565,871.00	0.00			0.00	0%	565,871.00	0.00
	General Liability Insurance	9,916.00	0.00		9,916.00	9,916.00			9,916.00	100%	0.00	991.60
	Building Permit	10,000.00	0.00		10,000.00	0.00			0.00	0%	10,000.00	0.00
	Builders Risk Insurance	1,586.00	0.00		1,586.00	1,586.00			1,586.00	100%	0.00	158.60
	Project Contingency	46,469.00	0.00		46,469.00	0.00			0.00	0%	46,469.00	0.00
	Fee	63,817.00	0.00		63,817.00	37,887.22	0.00		37,887.22	59%	25,929.78	3,788.72
	Payment & Performance Bonds	16,525.00	0.00		16,525.00	16,525.00			16,525.00	100%	0.00	1,652.50
			0.00			0.00						
1	Road Extension Bonds:		0.00			0.00						
	BMC Bond Fee		6,163.66		6,163.66	6,163.66			6,163.66	100%	0.00	616.37
	Premier Earthworks Bond Fee		15,225.00		15,225.00	9,061.00			9,061.00	60%	6,164.00	906.10
	WW Builders Bond Fee		14,850.00		14,850.00	14,850.00			14,850.00	100%	0.00	1,485.00
	Unused Bond Fee		8,112.34		8,112.34	0.00			0.00	0%	8,112.34	0.00
	Total	**1,675,773.00**	**44,351.00**	**0.00**	**1,720,124.00**	**738,203.57**	**22,692.79**	**0.00**	**760,896.36**	**45%**	**959,227.64**	**76,089.64**

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: **Fisher 59 Road Expansion**

Job No. **70295**

The signer of this document has been paid and has received a progress payment in the sum of $**20,423.51** for all labor, services, equipment, or materials furnished to the property or to **Fisher 59 Properties** (person with whom signer contracted) on the property of **Fisher 59 Properties** (owner) located at **1310 SW Gilbert Gibson Rd. – Lawton, OK 73501** (location) to the following extent: **General Contracting Services thru 7/25/2025** (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **Fisher 59 Properties** (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 9/3/2025

Bob Moore Construction, Inc.

By ______________________ (Signature)

Mark Duvall, Executive Vice President (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on the 3rd day of September 2025 to certify which witness by hand and seal of office.

DEBRA KAY MOORE
Notary Public, State of Texas
My Comm. Exp. 11/08/2025
Notary ID 574100-3

Debra Kay Moore

Notary Public, State of Texas

Print

Check/Serial#:96293 Account#:319971583 Amount: 20,423.51

FISHER59
5050 West University Drive
Denton, Texas 76207
940-566-6717

JPMorgan
JPMorgan Chase Bank, N.A.
Denton, Texas
32-61/1110

VOID AFTER 90 DAYS

-6293

08/28/2025

PAY TO THE ORDER OF Bob Moore Construction, INC $ **20,423.51**

Twenty Thousand Four Hundred Twenty Three Dollars and 51 Cents DOLLARS

Bob Moore Construction, INC
3511 William D. Tate Avenue
Grapevine, TX 76051
United States

MEMO

⑈096293⑈ ⑆111000614⑆ 319971583⑈

FOR REMOTE OR MOBILE DEPOSIT

Bob Moore Construction, Inc.
#9972767357

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: **Fisher 59 Road**
Job No. **70295**

The signer of this document has been paid and has received a progress payment in the sum of **$20,423.51** for all labor, services, equipment, or materials furnished to the property or to **Bob Moore Construction, Inc.** (person with whom signer contracted) on the property of **Fisher 59 Properties** (owner) located at **1310 SW Gilbert Gibson Rd. Lawton, OK 73501** (location) to the following extent: **Earthwork & Wet Utilities thru 07/31/25** (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **Bob Moore Construction, Inc.** (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 9/5/25

Premier Earthworks (Company name)

By [signature] (Signature)

Owner (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 5th day of Sept, 2025 to certify which witness by hand and seal of office.

Tonya Terry
Notary Public, State of Oklahoma
Commission #18009704
My Commission Expires September 26, 2026

[signature]
Notary Public, State of ~~Texas~~ Oklahoma

APPLICATION FOR PAYMENT

To: Bob Moore Construction, Inc.
3611 William D. Tate Avenue
Grapevine, TX 76051

From: Premier Earthworks
PO Box 343
Morris, OK 74445

Contract For: Earthwork & Wet Utilities

Project: Fisher 59 Road

Application No.: 5
Period To: 07/31/25
Application Date: 07/18/25
Project No.: 70295
Contract Date: 11/20/24
Commitment: 70295-71921

1. ORIGINAL CONTRACT AMOUNT		$639,045.00
2. NET CHANGE BY CHANGE ORDERS		$15,225.00
3. CONTRACT SUM TO DATE		$654,270.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G)		$628,957.90
5. RETAINAGE		
10.00% of Completed Work (Columns D + E)	$62,895.79	
10.00% of Stored Materials (Columns F)	-	
Total Retainage (Line 5a + Line 5b OR Sum of Column I)		$62,895.79
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$566,062.11
7. LESS PRIOR CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$545,638.60
8. CURRENT PAYMENT DUE		$20,423.51
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$88,207.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$15,225.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$15,225.00	$0.00
NET CHANGES by Change Orders		$15,225.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by ths Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: ______________________ Date: __________

State Of: ______________________

County Of: ______________________

Subscribed and sworn to before me this __________ day of __________

Notary Public: ______________________

My commission expires: ______________________

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data compromising this application, the Architect certifies to the owner that to the best of the Architects knowledge, information and belief the Work under the Architect's Contract has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $20,423.51

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: ______________________ Date: __________

The Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

Premier Earthworks

APPLICATION NO.: 5
APPLICATION DATE: 07/18/25
PERIOD TO: 07/31/25
PROJECT NO.: 70295

	A	B	C	D	E	F	G		H	I
				WORK COMPLETED						
COST CODE	ITEM NUM	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	1	Onsite Cut of Appr 50 yrds	$1,500.00	$1,500.00	-	-	$1,500.00	100.00%	-	$150.00
	2	Onsite Fill of Appr 6,600 yrds	$33,000.00	$29,700.00	-	-	$29,700.00	90.00%	$3,300.00	$2,970.00
	3	Loose haul in of Appr 6,600 yrds	$118,200.00	$106,380.00	-	-	$106,380.00	90.00%	$11,820.00	$10,638.00
	4	Silt Fence and Installation Appr 1,800 ft	$10,800.00	$10,800.00	-	-	$10,800.00	100.00%	-	$1,080.00
	5	Sanitary Sewer Installation and Materials	$125,007.00	$112,506.30	$12,500.70	-	$125,007.00	100.00%	-	$12,500.70
	6	Water Line Installation and Materials	$146,696.10	$146,696.10	-	-	$146,696.10	100.00%	-	$14,669.61
	7	RCP Installation and Materials	$203,841.90	$183,457.71	$10,192.09	-	$193,649.80	95.00%	$10,192.10	$19,364.98
2-100	1	(CO #001)	$15,225.00	$15,225.00	-	-	$15,225.00	100.00%	-	$1,522.50
		PAYMENT TOTALS	**$654,270.00**	**$606,265.11**	**$22,692.79**	**-**	**$628,957.90**	**96.13%**	**$25,312.10**	**$62,895.79**

PENDING

BOB MOORE CONSTRUCTION, INC.
3811 WILLIAM D TATE AVENUE
GRAPEVINE, TX 76051
(817) 640-1200

UMB BANK, N.A.
KANSAS CITY, MISSOURI

18-69
1010

4136

DATE	CHECK NO.	AMOUNT
September 4, 2025	4136	$*****20,423.51

Pay: **********Twenty thousand four hundred twenty-three dollars and 51 cents

PAY TO THE ORDER OF
Premier Earthworks
PO Box 343
Morris, OK 74445

⑈004136⑈ ⑆101000695⑆ ⑈9872767357⑈

>103112112< 20250910
MABREY BANK
Drawer#/Trans#: 01807/0018
HIN: 938455890000037

<103112112> 1807 18 09/10/25 U65LROCK

ENDORSE CHECK HERE
x For Deposit only
2559427
Deposit to the credit of
the within named Payee
☐ CHECK IF MOBILE DEPOSIT
MABREY BANK
103112112
DO NOT SIGN/WRITE/STAMP BELOW THIS LINE - FOR FINANCIAL INSTITUTION USAGE ONLY

Check Information

Check Number:0000004136
Account Number:9872767357
Amount:$20423.51
Post Date:2025-09-11
R/T:101000695
DIN:84157554

Return Reason:N/A

UMB

City Of Lawton

Report Date:	June 11th 2025	Day of Week:		Prepared by:	JOE CASTILLO
Job Number:		Job Location:			
Notice to Proceed:		Start Date:			
Prime Contractor:				Superintendent Name:	
Contractor's Phone:				Superintendent's Cell:	
Weather Conditions:	High (°F):		Low (°F):		Precipitation ("):
Weather Remarks:					
Site Conditions:					

Work Performed:

Installed the next pipe run between manhole 7 and 6 called for inspection. backfilled after passing inspection.

Installed Piping Items:

Testing Performed:

N/A	Yes	No

Remarks and Issues:

Has APE boundaries been mark: Yes No If No, please explain:

Attachments (if any):

LABOR FORCE			EQUIPMENT		
Name of Crew Member	Classification	Time In-Out	Description	Equipment ID No.	Hours on Site

TOTAL MACHINE HOURS

City Of Lawton

Report Date:	June 9th 2025	Day of Week:	
Job Number:		Job Location:	
Notice to Proceed:		Start Date:	
Prime Contractor:		Superintendent Name:	
Contractor's Phone:		Superintendent's Cell:	

Prepared by: JOE CASTILLO

Weather Conditions:	High (°F):		Low (°F):		Precipitation ("):	
Weather Remarks:						
Site Conditions:						

Work Performed:

Bedded and installed first run of sewer pipe between exisiting manhole and manhole 8 on the plans. Called for inspection backfilled after passing.

Installed Piping Items:

Testing Performed:

N/A Yes No

Remarks and Issues:

Has APE boundaries been mark: Yes No If No, please explain:

Attachments (if any):

LABOR FORCE			EQUIPMENT		
Name of Crew Member	Classification	Time In-Out	Description	Equipment ID No.	Hours on Site
			TOTAL MACHINE HOURS		

City Of Lawton

Report Date:	June 10th 2025	**Day of Week:**	**Prepared by:** JOE CASTILLO
Job Number:		**Job Location:**	
Notice to Proceed:		**Start Date:**	
Prime Contractor:			**Superintendent Name:**
Contractor's Phone:			**Superintendent's Cell:**
Weather Conditions:	**High (°F):**	**Low (°F):**	**Precipitation ("):**
Weather Remarks:			
Site Conditions:			

Work Performed:

Installed the next pipe run between manhole 8 and 7 called for inspection. backfilled after passing inspection.

Installed Piping Items:

Testing Performed:

N/A Yes No

Remarks and Issues:

Has APE boundaries been mark: Yes No **If No, please explain:**

Attachments (if any):

LABOR FORCE			**EQUIPMENT**		
Name of Crew Member	**Classification**	**Time In-Out**	**Description**	**Equipment ID No.**	**Hours on Site**
			TOTAL MACHINE HOURS		

City Of Lawton

Report Date:	June 12th 2025	Day of Week:	Prepared by: JOE CASTILLO
Job Number:		Job Location:	
Notice to Proceed:		Start Date:	
Prime Contractor:			Superintendent Name:
Contractor's Phone:			Superintendent's Cell:

Weather Conditions:	High (°F):	Low (°F):	Precipitation ("):
Weather Remarks:			
Site Conditions:			

Work Performed:

Installed the next pipe run between manhole 6 and 5 called for inspection. backfilled after passing inspection.

Installed Piping Items:

Testing Performed:

N/A Yes No

Remarks and Issues:

Has APE boundaries been mark: Yes No If No, please explain:

Attachments (if any):

LABOR FORCE			EQUIPMENT		
Name of Crew Member	Classification	Time In-Out	Description	Equipment ID No.	Hours on Site
			TOTAL MACHINE HOURS		

Item Title:
Consider approving the 2026 Annual Meeting Notice for the Lawton Economic Development Authority.

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Tammy Branstetter, Senior Deputy City Clerk

Background:
The 2026 Annual Meeting Notice for the Authority is due to be submitted to the City Clerk's Office no later than December 15, 2025. The Authority meets on the third Thursday of each month at 2:00 PM, which is reflected in the proposed Annual Meeting Notice for 2026.

Correlation to the True North Statement:
Transparency and Trust

Exhibit:
Proposed 2026 Annual Meeting Notice

Key Issues:
N/A

Funding Source:
N/A

Recommended Action:
Approve the 2026 Annual Meeting Notice for the Lawton Economic Development Authority.

ATTACHMENTS:
1. LEDA- AnnualNotice 2026

ANNUAL MEETING NOTICE - 2026
NOTICE OF MEETING

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
TYPE OF MEETING

Regular Meeting*	(X)	Rescheduled Regular Meeting***	( )
Special Meeting **	( )	Continued or Reconvened Meeting	( )
Emergency Meeting	( )		

DATE	TIME	PLACE OF MEETING
January 15, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
February 19, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
March 19, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
April 16, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
May 21, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
June 18, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
July 16, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
August 20, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
September 17, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
October 15, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
November 19, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street
December 17, 2026	2:00 p.m.	Lawton City Hall – 212 SW 9th Street

To be completed by person filing notice:
Name: Fred Fitch
Title: Chair
Address: 212 SW 9th Street
Phone: 580-581-3305

Filed in the office of the municipal clerk at _____ a.m./ p.m. on _____________.

Signed: ______________________________
Clerk/Deputy Clerk

* The notice and the agenda of the meeting are to be posted at the principal office of the public body (City Hall) or, if there is no principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays and holidays legally declared by the State of Oklahoma. (§ 311, #9, Title 25, Okla. Statutes)

** The notice of the special meeting shall be given in writing, in person or by telephone at least 48 hours before the meeting. The notice and the agenda of the special meeting are to be posted at the principal office of the public body (City Hall) or, if there is no principal office, at the location of the meeting at least 48 hours in advance of the meeting, excluding Saturdays, Sundays and holidays legally declared by the State of Oklahoma. (§ 311, #11, Title 25, Okla. Statutes)

*** Notice of any change in the date, time or place of a regularly scheduled meeting shall be given not less than 10 days prior to the implementation of such change. (§ 311, #8, Title 25, Okla. Statutes)