



City of Lawton

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

Lawton Economic Development Authority

Agenda

Thursday, November 20, 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 October 23, 2025, meeting.
2. Consider approving the September 2025 Financial Report from Hatch, Croke and Associates.
3. Receive a report from the City of Lawton Department of Public Utilities and consider approving Pay Application 007 from Fisher59 Properties in the amount of \$33,823.44 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.
4. Consider approving the First Amendment to the Purchase and Sales Agreement dated effective as of July 17, 2025, between the Lawton Economic Development Authority and JAA Armada Acquisitions, LLC, for Lot Eight (8) of Block One (1), LAWTON DOWNTOWN CENTER, PART 2, to provide that the periods for both the First Inspection Period Extension and Second Inspection Period Extension shall be ninety (90) days rather than thirty (30) days.
5. Review a memorandum from the Center for Economic Development Law regarding a Compliance Review under the Economic Development Agreement with Republic Paperboard Company, LLC, dated December 1, 2019, and consider making a determination regarding Republic's compliance with the Economic Development Agreement and the amount of assistance to

be provided to Republic in accordance therewith.

Reports

1. Receive a report from the LEDA Executive Director
 - a. Lawton Downtown Economic Development Plan
 - b. State Match and Council Policy 04-07
 - c. STEM procedures and policies
 - d. Residential redevelopment program

Executive Session

1. Pursuant to Section 307(C)(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, and in open session, take action as necessary.

Adjournment

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

Item Title:

Consider approving the minutes of the October 23, 2025, meeting.

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Tammy Branstetter, Senior Deputy City Clerk

Background:

Minutes from the October 23, 2025, meeting have been drafted and are awaiting approval.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Draft Minutes from the October 23, 2025, meeting

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the minutes of the October 23, 2025, meeting as presented.

ATTACHMENTS:

1. LEDA Draft Minutes 10.23.2025



City of Lawton
**Lawton Economic
Development Authority**

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

Minutes

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."

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, Larry Neal, George Gill, Jason Hensley, Mark Brace, *Ron Nance

ABSENT: Randy Warren (excused), Brandie Page (excused)

OTHERS PRESENT: Richard Rogalski, LEDA Executive Director; John Ratliff, City Manager; Timothy Wilson, Interim City Attorney; Garrett Lam, Assistant City Attorney; Tammy Branstetter, City Clerk's Office; Michaela Bertoch, Public Utilities Department; Matthew Modeste, Hatch, Croke & Associates; Kirby Brown, Ward 3 Councilman Elect; Kim McConnell, Lawton Consitution

*Arrived at 2:05 PM

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 September 18, 2025, meeting.

A copy of the minutes from the September 18, 2025, meeting may be obtained from the

City Clerk's Office upon request.

Motion by Madigan, **Second** by Hensley, to approve the minutes from the September 18, 2025, meeting as presented. **AYE:** Gill, Madigan, Brace, Neal, Hensley, Fitch. **NAY:** None. **MOTION PASSED.**

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

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

Modeste said the financials will start on page 18 of your agenda packets. We'll look at the statement of net position. On your current assets, your six bank accounts had a total of \$8.7 million. Interest receivable from BOK, all of that \$1,741.60 was received in September. The sales and use tax receivable, that's May and June sales tax, and that all was received in September. Property tax receivable for TIF 1 and 2, these were August property taxes which were received in September. The next item was the AR state matching, and this month there was a decrease of \$1.19 million which was received in August, so the remaining balance is \$586,995. Total current assets are \$9.5 million, there was no change in the fixed assets, no change in the note receivable, so total assets are \$14 million.

Modeste said on the next page, page 19, liabilities and net position, total current assets are \$406,640.34, and that was made up of your accounts payable, your accrued interest payable, and the TIF 3 distributions payable, and I will go through the breakdown of the \$68,158.45 when we review the next page. There was no change in total long-term liabilities, so your assets less your liabilities give you a net position of negative \$14.9 million.

Modeste said on the next page, page 20 of your agenda packet, total revenue was \$88,045, made up of July hotel motel tax, and August property tax. Operating expenses, total operating expenses were \$162,281.16, and the TIF distributions, which the checks were written in September, but the liability was booked in August because we received that money. So for Cache Public Schools, the check that was written in September was \$23,455.21; Comanche County Commissioner, \$16,309.35; the Comanche County Health Department, \$4,081.32; and Great Plains Tech Center, \$24,312.57. So, the total TIF checks written were \$68,158.45. Interest income was \$14,445.63, so your change in net position was a decrease of \$59,791.

Modeste said on the next page, page 21 of your packet, the statement of cash flows, if you look at the bottom of the page, you can see that we had a net increase in cash for the period of \$2 million. If you add cash at the beginning of the period of \$6.7 million, we have cash at the end of the period of \$8.7 million.

Modeste said pages 22 to 26 of your agenda packet are the details of the combined

expenses that we reviewed on the previous page.

Motion by Hensley, **Second** by Gill, to accept the August 2025 Financial Report as presented. **AYE:** Gill, Madigan, Brace, Neal, Hensley, Fitch, Nance. **NAY:** None.
MOTION PASSED.

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

Richard Rogalski, LEDA Executive Director, presented background information on the proposed Third Amended Lawton Downtown Economic Development Project Plan. A copy of the proposed Third Amended Lawton Downtown Economic Development Project Plan may be obtained from the City Clerk's Office upon request.

Rogalski said you don't have action on this plan — it's in the process of getting reviewed now. The Review Committee has been set, and they will actually meet for the first time to consider the plan tomorrow. Then it goes to the Planning Commission, and then it goes to Council. But I thought I would just tell you all what's in it so you know what we're doing in case people ask about it, and you all will be administering the plan.

Rogalski said some of you were here back with the original Downtown Project Plan that started TIF districts in the City of Lawton, originally done in 2006. That created TIF 1, which is a very large area. Then we were working on the Lawton Town Center project, so we created TIF 2 to carve that piece out so that the revenue from that could pay for the note on that project. That was done in 2010. We just went underway; I mean, we repaved 2nd Street, we did about \$20 million worth of public improvements—more than that, actually—and moved power lines, if you recall. It was just a major project. We had that Lawton Town Center there, but there were just some economic issues over the time that this has been going on, and it never really did perform like you all had hoped it would perform or like the people that thought about it originally hoped it would perform.

Rogalski said LEDA still owns Lot 3, which is on the south end of the Lawton Town Center behind the Hilton Garden Inn, and Lot 10, which is on the north side. You still own those, and they're still vacant. So, there's been no TIF income earned on them; they've just been sitting there vacant. The downtown plan had a lot of really cool ways—a great plan for the revitalization of the downtown—and the engine of that was supposed to be these TIF districts. Unfortunately, because of the slowed vitality of the plan, it hasn't earned what we were hoping, and in fact, it has just made the note payments over the years. I mentioned to you recently that we're actually getting ahead — the last note payment I made easily. So, financially, it is moving forward — it is doing a little better.

Rogalski said then, of course, in July, you all approved a purchase and sale agreement for a grocery store on Lot 10. That development goes in, and now we have serious new vitality on that lot. What this plan is really doing, what this revision is doing, is carving Lot 3 and Lot 10 out—they're now called TIF A and TIF B—carving them out of TIF 2,

leaving the rest of TIF 2 alone, leaving the rest of TIF 1 alone, and just carving those two pieces out so that they can start anew. Again, your term on a TIF district is 25 years. So, we're already 15 years in, more or less, and so this would give them a new 25 years to earn and to actually do the work in the project plan that you intended to do in the first place. We didn't change any of the categories of funding — we left all that the same. However, we did add STEM, but only for the new TIF districts. Since TIF 1 and TIF 2 are kind of dedicated towards paying that note, TIF A and B would provide STEM funding—10%, just like the STEDI Project Plan—and it would be administered just like the STEDI Project Plan. In fact, the language in here is exactly the same as the STEDI Project Plan.

Gill said what you've done or got accomplished sounds really good. My question is how will that affect what's left, though? Since you've taken some out, and we were barely making the payment on that anyway. When we carve these two pieces out, is that going to have a substantial effect on what's left?

Rogalski said first, we've had zero revenue on this, ever. So, if all it did was sit there and nothing happens, it won't change it at all. Second is, we can still use this funding to pay the note. It doesn't mean that we can't use it to pay the note. But I'm just saying, the idea is, if this thing goes in, we're going to have revenue to actually do some things.

Gill noted that we're going to get a lot longer time — we're getting another 15 years.

Rogalski said that's exactly the purpose of this whole plan, and that's why the timing is important because we need to beat the closing on that property. Now, we're in due diligence on that, and we don't know what's going to come out of it still, but we're just doing what we should be doing to make it ready so that we can actually accomplish the goals of the project plan by using this funding and having it for a little longer term.

Chairman Fitch said the grocery store is not going to take all the 10.3 acres, and they had talked to us that there would be four or five other retail operations that they would be looking at to go into that. He asked if we should make the grocery store a separate TIF district so that if this other stuff doesn't take off for five years, then we haven't lost any years on it.

Rogalski said the short answer is yes, I could have made TIF A1, A2, A3, A4, A5 with little strips, but I don't know the size of it. I think we're doing our best by saying, okay, we're going to restart this property. Remember, it's TIF A - it doesn't start until after it's activated by the City of Lawton. It doesn't start immediately when this plan is done. It's just like our STEDI Project Plan, where we have 10 years to activate that TIF district. So let's just say the grocery store takes a year to get going — we don't have to activate it until then.

Nance said but on those other two, you could go back and do the same thing you're doing right now on those, can't you? You can come back and reset another TIF.

Rogalski said on the empty land, it's possible because we can restart those. It's an option of the TIF. Now, keep in mind, though, there was some concern in the Review Committee that we were going to do something to the original timeline on the existing property, and technically you could, but your new base value would be the current value — you would lose all the revenue you're currently getting and start from zero. So, there really is no purpose to do that, and so the law works well in this case. You activate what you have, and in this case, we have vacant lots that just never came out. They're zero for the last 15 years, and so now that we have an opportunity to develop them, we're just going to kind of restart those. And you're right, let's just say the grocery store comes out, and it's small — it's using just a part of that. We could go do another major amendment and create A1 and A2 if we wanted to.

Rogalski said we did do one more thing with this project plan. In looking at the existing project budget, the budget categories were: public improvements, project support and school improvements, which, you know, is not just a percent of revenue given to the school — this is actually physical school improvements that are in our project category. Then, there are other public facilities, which I see as being things like a park or something like that. Then there's the implementation, administration, of course, and miscellaneous contingencies. Then we added STEM strategic plan, and it's going to be ten percent only on TIF A and B. There are a lot of important things that we can do with this plan. When you're looking at the fact that you have two categories—school improvements and other public facilities—there is a limited number of those in the current project area. So, what this project does is, if you look at Exhibit A, it expands the project area to include Elmer Thomas Park, Central Middle School, and Lawton High School.

Chairman Fitch asked if the schools and the park create any ad valorem.

Rogalski said no. That's why they're not in the TIF district — they're in the project area.

Chairman Fitch said say, then, for the park, that they wanted three or four million dollars to do a project there. He asked if they could come to us for money.

Rogalski said yes, if we have it. It's a budget category, so it's there — we have a section for that.

Nance said the beauty of TIF districts for Lawton, Oklahoma is that it is better for us than most of the towns in the state because of our military. If you are a military-affiliated community, you get to capture the state's sales tax also, and that's a huge benefit. That's why these TIFs are doing so well.

Chairman Fitch said this thing is a good thing, and it's working well. Like with things that we're talking about now, the grocery store, and then there are other things that we're talking about that are really bringing more money into the community. He noted that we're building back money to pay back the city for infrastructure that they have done for

us for projects, and I think that is very good.

Gill we're talking about being a military town, and you're right, there's a lot of money spent on Fort Sill that we don't see anything from. But our state's changing, and just recently, under some of the programs that we've got started with the City Manager, we're seeing some dividends all of a sudden from the state in the form of grants. We just got a grant—in fact, WSB is working on a grant on our roads for five thousand dollars because of military. We're seeing a lot of that come around now, finally. I mean, I'm talking recently, so because we are a military town, we do have to keep that in mind, and we're beginning to get grant money that I don't think normally we would get, just because we are a military town. So, our legislators at Washington, we need to keep our hand on their shoulders, so to speak. So, a lot of good things are coming around, and we're getting a lot of grants. We've got grants on these bridges that we're doing, we've got grants on some roads that we're doing, we've got grants on sidewalks that we're doing. So, they're giving us a lot of money back.

Regarding the US62 highway interchange project, Gill said the state's picking up a big portion of that. I think the state's giving us like \$18 million, and we'll come up with about \$11 million. So, the state's coming around. I can't help but believe that Firehawk was pretty well promoted by the state for us also because of Fort Sill. So, it's time that they're doing that, and they are. So, that's good for us.

Rogalski said you can call me if you have any questions about what's going on. We really are trying to do as little as possible to get those two things pulled out — I didn't rewrite the whole thing or anything like that. There are a lot of things that we would want to do. We've talked about carving the mall out, making an arts district, that sort of thing. I think that's another conversation, and this one was just, "let's just get as little bit done as possible." But I couldn't help but add the park and the schools when I have funding categories for those, and they're right next door. So, it just seems like the thing to do.

No action was taken on this item.

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.

Richard Rogalski, LEDA Executive Director, provided background information on this item. A copy of the funding agreement between the Lawton Economic Development Authority and the Oklahoma Development Finance Authority in the amount of \$18,000,000 may be obtained from the City Clerk's Office upon request.

Rogalski said you are all aware of the project. We've discussed it a few times. Firehawk 3D prints rocket fuel. They're basically an energetics manufacturer. So, we're looking at

putting them on the 320 acres north of Goodyear. It's currently owned by CCIDA. The rezoning is ongoing — it went to CPC recently, and I believe it goes to the Council on the 28th.

Rogalski said we're working with those folks on agreements, even with CCIDA as well. But, this is the grant agreement, and this is exactly what you were talking about during the last item. This grant is called a P3 grant. It's actually paid for by state withholdings from soldiers. So, it is Fort Sill, more or less, paying for this. Now, the state's getting that money that they would normally get.

John Ratliff, City Manager, said that's revenue generated on the installation, right?

Rogalski said they use all DOD, but they use a number of 15%, which is generally considered the amount that comes from Fort Sill. So, we get 15% of all DOD, which they say is equivalent to Fort Sill. So, it's a great grant program. If you consider this agreement here, and the ones we've gotten just since 2020, it's about \$38 million in five years. This is a wonderful program. Again, it's paid for by that association with Fort Sill and their understanding that this project supports Fort Sill. And we actually had a letter from Dr. Peterson that went with our application, and they're accepting that this project benefits Fort Sill, and therefore, it's eligible for this P3 program, and they awarded us \$18 million.

Rogalski said I've also talked about the fact that the project is \$22 million. And so, we've been working with the state on the other \$4 million. You all have heard me say that a couple of times. There was consideration that it would be the SIDE Act, and we actually submitted an application for that, along with Firehawk. But all of a sudden yesterday, the state said I think it's better if we go back to the Oklahoma Development Finance Authority for another \$4 million. So, they're going to be considering \$22 million on Wednesday. I'll go up there and say we want that. So, this agreement is possibly moot, but I think it's best to just approve it. I would ask you just to consider it. We won't forward it until after we know what happens next Wednesday, but there's a good likelihood that you'll have an agreement for \$22 million. I'm thinking, get what you have right here and move forward. Then, whatever comes up, if it comes up with an additional \$4 million, I just bring you that agreement. If it comes up with a whole new agreement for \$22 million, I will bring you that one.

Madigan said don't we have to front the money and get the construction completed, and then we draw down quarterly up to the \$18 or \$22 million?

Rogalski said that's good policy, and I believe this is the way to go. We could basically get a construction loan or bridge loan where we have a guarantee of having the money before we award the construction contract.

Gill said I think we have to do that by law — I know we do at the city level. We can't award a contract if we don't have money in escrow, or some form of it.

Rogalski said absolutely for the city level. On the LEDA level, I'm told that it's our decision, but it's a decision that we'd always want to make. Because again, you could have a government shut down, and all of a sudden we don't get the money. Let's say construction starts in January, I don't think they're going to try to award the whole thing because we have a construction manager at risk — we can award it in tranches as they get parts of their plan together.

Brace said I think the way that it works is it does come in those quarterly tranches, except the fund is a 200 million dollar revolving fund in total. So, if there were those funds available once you begin the project, they would fund it in the past. But because the fund peaks out, and they constantly are getting money and reinvigorating the fund rate, then they often go to the quarterly advancements. But we've seen it other ways. So, once you begin the project—and it has to be begun, and now they're saying actual construction has to be started, not just your engineering design work — if they did have that much money, they'd fund it all. But you don't know that, because you don't know how the funds are going to go.

Gill said if we have a bridge loan, we're going to have interest involved. So, are they going to pay that interest, or are we going to have to eat that?

Rogalski said that would be part of our costs. He noted that the project is in the early stages of design.

Chairman Fitch said if we don't need all the \$22 million, can we take some of that overage and apply it towards the interest that we've had to pay for the bridge loan?

Rogalski said it's a question we would have to ask them more intently. I don't know the answer to that. Let's think about the other side of this, though, that we are getting an aerospace industry coming to Lawton, and the state is giving us \$22 million to do it. And so far, our outflow is kind of zero right now. Now, we do have to build a sewer line for it. That's going to be about \$2 million. But, that's a small price to pay for what we're getting out of this. And the TIF revenue will come to LEDA.

Gill said I don't believe anybody's having second thoughts.

Rogalski said even if we pay interest, it's a great deal for us.

Madigan asked legal counsel if we're allowed to make a motion of up to \$22 million.

Wilson said I think we could do a motion to say up to \$22 million. That way if it passes, we're okay.

Ratliff noted that there is language on the agenda that specially talks about enacting floor amendments.

Wilson said if it says make floor amendments, I think that would be permissible in this

case. Wilson said I have two comments before we vote or make a motion. So legal was asked one thing to do also, and that was, did this need to go to Council to approve? Because there's a FISTA item — they have a P3 agreement where the city is a party, and it is going to Council. It's on this next agenda. And so we looked into that, and I actually asked our bond council too, since it was a tax question. She is recommending that this one go to Council too, even though the city's not a party. But we are talking about doing construction tied to quarterly tax payments, and the city's making a commitment to do an off-site sanitary sewer expansion and public water improvements for this. So we are recommending that this also be ratified by Council. So we'll be putting that on the agenda too.

Wilson said another small thing: when we looked at this originally a few weeks ago, we made a couple small recommendations on the hold harmless clause, and we try to get those out ususally. But this is an award for \$18 million dollars, and that language that's in there, because it's a state agreement, I think we're going to be fine. The risk is relatively low. We want to make sure the board's aware. There are two clauses. But I think we did one a year ago with FISTA, and that language made it in there. So we're not saying don't approve of this — there was some language in there, but I think it's good.

Gill said I would say that it probably should go to Council, since Council's going to be involved in it. So we could just send the whole thing, as we were saying, to Council. Gill said we need to let our media partners know on these things that we're getting grants or we are getting money from entities like the federal government or the state. I think that's a good thing for not only the Council for sure, but for these boards and authorities, because we don't do that, and we need to.

Ratliff said since this will be considered before Council, we can do it then.

Motion by Madigan, **Second** by Gill, to approve the funding agreement between LEDA and the Oklahoma Development Finance Authority in the amount of up to \$22 million. **AYE:** Gill, Madigan, Brace, Neal, Hensley, Fitch, Nance. **NAY:** None. **MOTION PASSED.**

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.

Michaela Bertoch, Public Utilities Department, gave a report on behalf of Rusty Whisenhunt regarding Pay Application 006 from Fisher59 Properties.

Bertoch said the sewer is fully installed. It just needs testing. The water is complete, and they're working on roads.

Bertoch said this pay app is for the amount of \$20,423.51. Everything looks in order. Joe Castillo is our inspector, and he goes out to the sites daily to make sure everything is in order.

Hensley said as we move forward, how are we supposed to manage the amount of jobs this is supposed to create? He said I'm asking for a specific reason, because two weeks ago they fired three people. They said that they were eliminating positions. I work with one of the ladies whose husband got cut. So how do we monitor that? Because that really has bothered me since then.

Rogalski said I'd have to review their development agreement. How we monitor it now is that we actually require them to give us documents, basically tax documents. When it's a requirement of the project to get funding, we require them to give us such documents. I'm not sure that the jobs were a measurable requirement on this project, because all we're doing is reimbursing for public improvements. We're not actually giving them any money for their improvements at all. But if it's part of the requirements, we do actually require them to submit annual certifications of employment.

Motion by Hensley, **Second** by Neal, to approve the \$20,423.51 cost of public improvements to Fisher59. **AYE:** Gill, Madigan, Brace, Neal, Hensley, Fitch, Nance. **NAY:** None. **MOTION PASSED.**

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

Tammy Branstetter, City Clerk's Office, noted that the Authority meets on the third Thursday of the month at 2:00PM.

Motion by Madigan, **Second** by Brace, to approve the 2026 Annual Meeting Notice. **AYE:** Gill, Madigan, Brace, Neal, Hensley, Fitch, Nance. **NAY:** None. **MOTION PASSED.**

Reports

1. Receive a report from the LEDA Executive Director

Rogalski said you saw that we did receive the other past state match, about a million dollars, in September. For the current one—I'll be getting the documentation from the city this week for the next state match request. So, we should get that letter out to the state next week.

Rogalski said I'm also working with the Center for Economic Development Law to finalize all the documentation to start making the payments to Republic, because I want to make sure we start it in a way that it's sustainable, because they go on for 20 years. I won't be here for some of that time, I think, so I want to make sure it's started well, and that all the documentation is clean. So I'm actually going to have her send me a letter

with all the backup documents in one fell swoop. And then basically, they're going to send us a payment reminder. It's just a matter of getting it set up right. It'll be the same amount every year for 20 years, but it just needs to be done well. We want to know what number it is—like, payment number 1 of 20.

Executive Session

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

The Authority convened in executive session at 2:55 PM and remained in executive session until 3:06 PM.

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

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.

No action was taken on this item.

Adjournment

Motion by Gill, **Second** by Hensley, to adjourn the October 23, 2025, meeting. **AYE:** Gill, Madigan, Brace, Neal, Hensley, Fitch, Nance. **NAY:** None. **MOTION PASSED.**

There being no further business to discuss, the meeting adjourned at 3:07 PM.

Item Title:

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

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Matthew Modeste

Background:

Matthew Modeste of Hatch, Croke & Associates has prepared the Authority’s financial statements for September 2025, and they are now awaiting the Authority’s review and approval.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Financial Statements for the month of September 2025

Key Issues:

N/A

Funding Source:

LEDA

Recommended Action:

Approve the September 2025 Financial Report as presented.

ATTACHMENTS:

1. LEDA September 2025

Financial Statements

of
LAWTON ECONOMIC DEVELOPMENT AUTHORITY
For the Periods Ended September 30, 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 September 30, 2025, and the related statement of revenue and expenses for the 1 month and 3 months ended September 30, 2025, and September 30, 2024, and the related statement of cash flows for the 1 month and 3 months ended September 30, 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 3 months ended September 30, 2025 and September 30, 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
November 12, 2025

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Net Position
September 30, 2025

ASSETS

Current Assets

Cash-IBC Downtown TIF #5500	\$	564,832.77
Cash-IBC TIF 2 #0944		1,354,696.84
Cash-CNB STEDI TIF #7680		1,954,028.14
Cash-BOK TIF2 #58-1 Restricted		135,676.39
Cash - CNB STEM #769		463,579.65
Cash-BOK 2019 Interest #58.2		153.25
Cash - CNB IntraFi		2,201,758.65
Interest Receivable - BOK		576.80
Property Tax Receivable TIF 1		12,346.00
A/R-State Matching Pr Yrs		<u>586,905.02</u>

Total Current Assets \$ 7,274,553.51

Fixed Assets

Land - Town Center Lot 3 & 8		1,391,760.65
Land - SW Bishop Rd 40 Acres		<u>405,500.00</u>

Total Fixed Assets 1,797,260.65

Other Assets

N/R - Westwin Elements		<u>2,700,000.00</u>
------------------------	--	---------------------

Total Other Assets 2,700,000.00

Total Assets \$ 11,771,814.16

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Net Position
September 30, 2025

LIABILITIES AND NET POSITION

Current Liabilities

Accounts Payable	\$	24,991.23
Accrued Interest Payable		42,700.15

Total Current Liabilities \$ 67,691.38

Long Term Liabilities

N/P - CCIDA Westwin Project		2,000,000.00
N/P - Truist Financial		20,745,000.00
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 26,658,710.63

Net Position

Invested in Capital Assets		1,797,260.65
Net Position-Restr(BOK Cash)		135,829.64
Net Position-Restr(TIF 3 STEM)		404,373.14
Net Position - Unrestricted		(17,835,601.98)
Change in Net Position		543,550.70

Total Net Position (14,954,587.85)

Total Liabilities & Net Position \$ 11,771,814.16

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses - Combined
For the Periods Ended September 30, 2025 and 2024

	<u>1 Month Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>
Revenue								
Hotel/Motel Tax	\$ 27,431.00	68.96	\$ 29,279.00	11.39	\$ 61,062.00	6.75	\$ 29,279.00	5.82
State of OK Matching Funds	0.00	0.00	78,252.93	30.45	0.00	0.00	78,252.93	15.56
Property Tax Income	12,346.00	31.04	100,477.33	39.10	843,417.71	93.25	346,549.02	68.89
Sales and Use Tax	<u>0.00</u>	<u>0.00</u>	<u>48,973.93</u>	<u>19.06</u>	<u>0.00</u>	<u>0.00</u>	<u>48,973.93</u>	<u>9.74</u>
Total Revenue	39,777.00	100.00	256,983.19	100.00	904,479.71	100.00	503,054.88	100.00
Operating Expenses								
Advertising & Marketing	0.00	0.00	642.32	0.25	0.00	0.00	642.32	0.13
Bank Charges	35.00	0.09	0.00	0.00	35.00	0.00	35.00	0.01
Development Assistance	48,280.04	121.38	0.00	0.00	48,280.04	5.34	0.00	0.00
Interest Expense	42,700.13	107.35	50,038.08	19.47	135,530.97	14.98	150,114.26	29.84
License Fee - Lawton Lodging	18,287.33	45.97	0.00	0.00	63,074.00	6.97	0.00	0.00
Licenses & Fees	0.00	0.00	0.00	0.00	250.00	0.03	0.00	0.00
Mowing/Debris Removal	1,440.00	3.62	0.00	0.00	3,040.00	0.34	0.00	0.00
Office Expense	0.00	0.00	140.61	0.05	0.00	0.00	140.61	0.03
Professional Fees - Accountin	3,225.00	8.11	1,450.00	0.56	4,325.00	0.48	3,565.00	0.71
Professional Fees - Legal	15,117.23	38.00	21,219.00	8.26	44,936.93	4.97	32,706.50	6.50
Professional Fees - Other	6,649.00	16.72	6,420.00	2.50	19,947.00	2.21	19,260.00	3.83
STEM Community Events	9,120.39	22.93	0.00	0.00	14,815.63	1.64	0.00	0.00
TIF-Cache Public Schools	0.00	0.00	1,998.13	0.78	23,455.21	2.59	10,598.99	2.11
TIF-Comanche Cty Commissio	0.00	0.00	1,984.82	0.77	16,309.35	1.80	10,528.43	2.09
TIF-Comanche County Hlth De	0.00	0.00	496.69	0.19	4,081.32	0.45	2,634.68	0.52
TIF-Great Plains Tech Center	<u>0.00</u>	<u>0.00</u>	<u>2,958.80</u>	<u>1.15</u>	<u>24,312.57</u>	<u>2.69</u>	<u>15,694.88</u>	<u>3.12</u>
Total Operating Expens	<u>144,854.12</u>	<u>364.17</u>	<u>87,348.45</u>	<u>33.99</u>	<u>402,393.02</u>	<u>44.49</u>	<u>245,920.67</u>	<u>48.89</u>
Operating Income	(105,077.12)	(264.17)	169,634.74	66.01	502,086.69	55.51	257,134.21	51.11
Interest Income	<u>13,215.33</u>	<u>33.22</u>	<u>13,952.62</u>	<u>5.43</u>	<u>41,464.01</u>	<u>4.58</u>	<u>43,844.31</u>	<u>8.72</u>
Total Other Income	<u>13,215.33</u>	<u>33.22</u>	<u>13,952.62</u>	<u>5.43</u>	<u>41,464.01</u>	<u>4.58</u>	<u>43,844.31</u>	<u>8.72</u>
Change in Net Positi	\$ <u>(91,861.79)</u>	<u>(230.94)</u>	\$ <u>183,587.36</u>	<u>71.44</u>	\$ <u>543,550.70</u>	<u>60.10</u>	\$ <u>300,978.52</u>	<u>59.83</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Cash Flows
For the Period Ended September 30, 2025
INCREASE (DECREASE) IN CASH OR CASH EQUIVALENTS

	1 Month Ended Sep. 30, 2025	3 Months Ended Sep. 30, 2025
Cash Flow from Operating Activities		
Net Income (Loss)	\$ (91,861.79)	\$ 543,550.70
Adjustments to Reconcile Cash Flow		
Decrease (Increase) in Current Assets		
Interest Receivable - BOK	1,164.80	651.01
A/R COL - Hotel/Motel Tax	0.00	33,549.00
Sales & Use Tax Receivable	133,935.41	199,573.01
Property Tax Receivable TIF 1	37,975.00	10,945.83
Property Tax Receivable TIF 2	4,093.00	0.00
A/R-State Matching Curr Yr	0.00	1,215,898.01
A/R-State Matching Pr Yrs	0.00	(29,692.61)
Increase (Decrease) in Current Liabilities		
Accounts Payable	(34,998.14)	5,617.47
Accrued Interest Payable	(235,792.37)	(142,961.53)
TIF 3 Distributions Payable	(68,158.45)	(32,598.02)
Total Adjustments	(161,780.75)	1,260,982.17
Cash Provided (Used) by Operations	(253,642.54)	1,804,532.87
Cash Flow From Investing Activities		
Sales (Purchases) of Assets		
Cash Flow From Financing Activities		
Cash (Used) or provided by:		
N/P - Truist Financial	(1,805,000.00)	(1,805,000.00)
Cash Provided (Used) by Financing	(1,805,000.00)	(1,805,000.00)
Net Increase (Decrease) in Cash	(2,058,642.54)	(467.13)
Cash at Beginning of Period	8,733,368.23	6,675,192.82
Cash at End of Period	\$ 6,674,725.69	\$ 6,674,725.69

See Accountant's Compilation Report

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses - Operations
For the Periods Ended September 30, 2025 and 2024

	<u>1 Month Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>
Revenue								
Operating Expenses								
Advertising & Marketing	0.00	0.00	642.32	0.00	0.00	0.00	642.32	0.00
Bank Charges	35.00	0.00	0.00	0.00	35.00	0.00	0.00	0.00
Interest Expense	42,700.13	0.00	50,038.08	0.00	135,530.97	0.00	150,114.26	0.00
Licenses & Fees	0.00	0.00	0.00	0.00	250.00	0.00	0.00	0.00
Mowing/Debris Removal	1,440.00	0.00	0.00	0.00	3,040.00	0.00	0.00	0.00
Office Expense	0.00	0.00	140.61	0.00	0.00	0.00	140.61	0.00
Professional Fees - Accountin	3,225.00	0.00	1,450.00	0.00	4,325.00	0.00	3,565.00	0.00
Professional Fees - Legal	15,117.23	0.00	21,219.00	0.00	44,936.93	0.00	32,706.50	0.00
Professional Fees - Other	6,649.00	0.00	6,420.00	0.00	19,947.00	0.00	19,260.00	0.00
STEM Community Events	<u>9,120.39</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,815.63</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Operating Expens	<u>78,286.75</u>	<u>0.00</u>	<u>79,910.01</u>	<u>0.00</u>	<u>222,880.53</u>	<u>0.00</u>	<u>206,428.69</u>	<u>0.00</u>
Operating Income	(78,286.75)	0.00	(79,910.01)	0.00	(222,880.53)	0.00	(206,428.69)	0.00
Interest Income	<u>13,215.33</u>	<u>0.00</u>	<u>13,952.62</u>	<u>0.00</u>	<u>41,464.01</u>	<u>0.00</u>	<u>43,844.31</u>	<u>0.00</u>
Total Other Income	<u>13,215.33</u>	<u>0.00</u>	<u>13,952.62</u>	<u>0.00</u>	<u>41,464.01</u>	<u>0.00</u>	<u>43,844.31</u>	<u>0.00</u>
Change in Net Positi	<u>\$ (65,071.42)</u>	<u>0.00</u>	<u>\$ (65,957.39)</u>	<u>0.00</u>	<u>\$ (181,416.52)</u>	<u>0.00</u>	<u>\$ (162,584.38)</u>	<u>0.00</u>

See Accountant's Compilation Report

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 1
For the Periods Ended September 30, 2025 and 2024

	<u>1 Month Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>
Revenue								
Property Tax Income	\$ <u>12,346.00</u>	<u>100.00</u>	\$ <u>28,188.50</u>	<u>100.00</u>	\$ <u>81,346.50</u>	<u>100.00</u>	\$ <u>70,731.50</u>	<u>100.00</u>
Total Revenue	12,346.00	100.00	28,188.50	100.00	81,346.50	100.00	70,731.50	100.00
Operating Expenses								
Bank Charges	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.05</u>
Total Operating Expens	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.05</u>
Operating Income	<u>12,346.00</u>	<u>100.00</u>	<u>28,188.50</u>	<u>100.00</u>	<u>81,346.50</u>	<u>100.00</u>	<u>70,696.50</u>	<u>99.95</u>
Change in Net Positi	\$ <u><u>12,346.00</u></u>	<u>100.00</u>	\$ <u><u>28,188.50</u></u>	<u>100.00</u>	\$ <u><u>81,346.50</u></u>	<u>100.00</u>	\$ <u><u>70,696.50</u></u>	<u>99.95</u>

See Accountant's Compilation Report

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 2
For the Periods Ended September 30, 2025 and 2024

	<u>1 Month Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>
Revenue								
Hotel/Motel Tax	\$ 27,431.00	100.00	\$ 29,279.00	18.71	\$ 61,062.00	93.72	\$ 29,279.00	18.63
State of OK Matching Funds	0.00	0.00	78,252.93	50.00	0.00	0.00	78,252.93	49.78
Property Tax Income	0.00	0.00	0.00	0.00	4,093.00	6.28	680.00	0.43
Sales and Use Tax	<u>0.00</u>	<u>0.00</u>	<u>48,973.93</u>	<u>31.29</u>	<u>0.00</u>	<u>0.00</u>	<u>48,973.93</u>	<u>31.16</u>
Total Revenue	27,431.00	100.00	156,505.86	100.00	65,155.00	100.00	157,185.86	100.00
Operating Expenses								
License Fee - Lawton Lodging	<u>18,287.33</u>	<u>66.67</u>	<u>0.00</u>	<u>0.00</u>	<u>63,074.00</u>	<u>96.81</u>	<u>0.00</u>	<u>0.00</u>
Total Operating Expens	<u>18,287.33</u>	<u>66.67</u>	<u>0.00</u>	<u>0.00</u>	<u>63,074.00</u>	<u>96.81</u>	<u>0.00</u>	<u>0.00</u>
Operating Income	<u>9,143.67</u>	<u>33.33</u>	<u>156,505.86</u>	<u>100.00</u>	<u>2,081.00</u>	<u>3.19</u>	<u>157,185.86</u>	<u>100.00</u>
Change in Net Positi	<u>\$ 9,143.67</u>	<u>33.33</u>	<u>\$ 156,505.86</u>	<u>100.00</u>	<u>\$ 2,081.00</u>	<u>3.19</u>	<u>\$ 157,185.86</u>	<u>100.00</u>

See Accountant's Compilation Report

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 3
For the Periods Ended September 30, 2025 and 2024

	<u>1 Month Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>
Revenue								
Property Tax Income	\$ 0.00	0.00	\$ 72,288.83	100.00	\$ 757,978.21	100.00	\$ 275,137.52	100.00
Total Revenue	0.00	0.00	72,288.83	100.00	757,978.21	100.00	275,137.52	100.00
Operating Expenses								
TIF-Cache Public Schools	0.00	0.00	1,998.13	2.76	23,455.21	3.09	10,598.99	3.85
TIF-Comanche Cty Commissio	0.00	0.00	1,984.82	2.75	16,309.35	2.15	10,528.43	3.83
TIF-Comanche County Hlth De	0.00	0.00	496.69	0.69	4,081.32	0.54	2,634.68	0.96
TIF-Great Plains Tech Center	<u>0.00</u>	<u>0.00</u>	<u>2,958.80</u>	<u>4.09</u>	<u>24,312.57</u>	<u>3.21</u>	<u>15,694.88</u>	<u>5.70</u>
Total Operating Expens	<u>0.00</u>	<u>0.00</u>	<u>7,438.44</u>	<u>10.29</u>	<u>68,158.45</u>	<u>8.99</u>	<u>39,456.98</u>	<u>14.34</u>
Operating Income	<u>0.00</u>	<u>0.00</u>	<u>64,850.39</u>	<u>89.71</u>	<u>689,819.76</u>	<u>91.01</u>	<u>235,680.54</u>	<u>85.66</u>
Change in Net Positi	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 64,850.39</u>	<u>89.71</u>	<u>\$ 689,819.76</u>	<u>91.01</u>	<u>\$ 235,680.54</u>	<u>85.66</u>

See Accountant's Compilation Report

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 5
For the Periods Ended September 30, 2025 and 2024

	<u>1 Month Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2025</u>	<u>Pct</u>	<u>3 Months Ended</u> <u>Sep. 30, 2024</u>	<u>Pct</u>
Revenue								
Operating Expenses								
Development Assistance	<u>48,280.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>48,280.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Operating Expenses	<u>48,280.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>48,280.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Operating Income	<u>(48,280.04)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(48,280.04)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Change in Net Positi	<u>\$ (48,280.04)</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ (48,280.04)</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

See Accountant's Compilation Report

Item Title:

Receive a report from the City of Lawton Department of Public Utilities and consider approving Pay Application 007 from Fisher59 Properties in the amount of \$33,823.44 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, Michaela Bertoch, Administrative Assistant

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 007, totaling \$33,823.44, covers eligible costs for these improvements and is presented for approval following review by the City of Lawton Department of Public Utilities.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Fisher59 Pay Application 007

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve Pay Application 007 from Fisher59 Properties in the amount of \$33,823.44.

ATTACHMENTS:

- 1. Fisher 59 pay app 7



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

November 17, 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 007 to be paid in the amount of \$33,823.44.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Rusty Whisenhunt", is written over a horizontal line.

Rusty Whisenhunt
Director of Public Utilities
City of Lawton

Fisher 59 Pay Request Evaluation

CLAIM NO: 7

DATE: 11/3/2025

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	MATERIALS PRESENTLY STORED (NOT IN DORE)	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
1	General Conditions	54,155.00	45,010.58	1,489.60	46,500.18	86%	7,654.82	4,650.02	-	\$ 1,489.60	Y	Y
2	Testing & Inspection	58,750.00	0.00		0.00	0%	58,750.00	0.00				
3	Earthwork	279,479.00	154,544.00	36,092.00	190,636.00	68%	88,843.00	19,063.60	Y	\$ 32,482.80	Y, less retainage	Y
4	Site Utilities- Water/Sewer to building	526,942.00	465,352.90		465,352.90	88%	61,589.10	46,535.29				
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				
	Change Order No 1 - Road Extension Bonds (MAINT)	44,351.00	30,074.66		30,074.66	68%	14,276.34	3,007.47				
CO1	TOTALS	\$1,720,124.00	\$760,896.36	\$37,581.60	\$798,477.96	42%	\$ 921,646.04	71,042.61				
		10% Retainage	76,089.64	3,758.16								

Rusty Whisenhunt
 Rusty Whisenhunt
 Director of Public Utilities
 City of Lawton

REQUEST	TOTAL AMOUNT OWED	
	10% RETAINAGE	AMOUNT TO BE PAID
1	\$22,688.66	\$20,419.79
2	\$352,142.11	\$316,927.90
3	\$249,822.60	\$224,840.34
4	\$59,905.71	\$5,990.57
5	\$53,644.49	\$48,280.04
6	\$22,682.79	\$2,268.28
7	\$37,581.60	\$33,823.44

Memo

To: Lawton Economic Development Authority (LEDA)
From: Brett Walford
cc: Richard Rogalski
Date: 10/20/25
Re: Request No: **07**– Lawton Redevelopment Agreement Reimbursement

In Summary:

Expenses included in this request are:

1. Bob Moore Construction	\$	33,823.44
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: \$ 33,823.44

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 liability company, 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: 007**

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: \$ 33,823.44**

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 22 day of OCTOBER, 2025.

FISHERS9 PROPERTIES, L.L.C.,
a Texas limited liability company

By: [Signature]
Name: BRETT WALFORD
Title: President of Properties

STATE OF TEXAS)
) ss.
COUNTY OF DENTON .)

Before me, a Notary Public in and for said State, on this 22 day of OCTOBER, 2025, personally appeared BRETT WALFORD me known to be the identical person who subscribed the name of **FISHERS9 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.

[Signature]
Notary Public

My Commission number: 129718732
My Commission expires: 5/19/2026



(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

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

APPLICATION NO: **70295-07**
APPLICATION: Fisher 59 Road
PERIOD FROM: **1-Aug-25**
TO: **30-Sep-25**
ARCHITECT'S NO:

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

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

Contract Date: 11-Nov-24

CONTRACT FOR:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Orders approved in previous months by Owner:	ADDITIONS	DEDUCTIONS
	44,351.00	
Approved this Month		
Number	Date Approved	DEDUCTIONS
Totals		
	44,351.00	0.00
Net change by Change Orders		
	44,351.00	

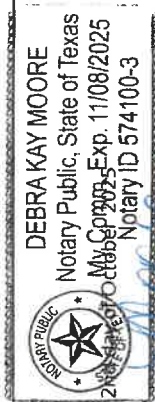
1. ORIGINAL CONTRACT SUM.....	\$	1,675,773.00
2. Net change by Change Orders.....	\$	44,351.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	1,720,124.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	798,477.96
(Column G on G703)		
5. RETAINAGE:		
a. 10% of Completed Work		
(Column D + E on G703)	\$	79,847.80
b. 10% of Stored Material		
(Column F on G703)	\$	0
Total Retainage (Line 5a + 5b or Total in Column I of G703).....		
6. TOTAL EARNED LESS RETAINAGE.....	\$	79,847.80
(Line 4 less Line 5 Total)	\$	718,630.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	684,806.72
(Line 6 from prior certificate)	\$	33,823.44
8. CURRENT PAYMENT DUE.....	\$	1,001,493.84
(Line 6 less Line 7)	\$	
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	
(Line 3 less Line 6)	\$	

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: *[Signature]* Date: 10/2/2025

STATE OF TEXAS, COUNTY OF: TARRANT



Subscribed and sworn to before me this 2nd day of October 2025.
Notary Public: *[Signature]*
My Commission expires: 11/08/2025

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising 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

By: _____ Date: _____
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.

AIA Document G703													
Continuation Sheet													
AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT.													
containing contractor's signed Certification is attached.													
Project Name: Fisher 59 Road													
Project # 70295													
Application: # 70295-07													
Pay Period: 8/1/2025 To: 9/30/2025 Delay Days to Date:													
Item No.	Description of Work	Original	Changes from Previous Applications	Scheduled Value Change this Period	Current	Application	This Application			Compltd & Stored to Date	Delay %	Balance to Finish	Retainage 10%
							Work in Place	Stored Material	%				
	General Conditions	54,155.00	0.00	0.00	54,155.00	45,010.58	1,489.60	0.00	46,500.18	86%	7,654.82	4,650.02	
	Testing & Inspection	58,750.00	0.00	0.00	58,750.00	0.00	0.00	0.00	0.00	0%	58,750.00	0.00	
	Earthwork	279,479.00	0.00	0.00	279,479.00	154,544.00	36,092.00	0.00	190,636.00	68%	88,843.00	19,063.60	
	Site Utilities - Water/Sewer to Building	526,942.00	0.00	0.00	526,942.00	465,352.90	0.00	0.00	465,352.90	88%	61,589.10	46,535.29	
	Landscape & Irrigation	42,263.00	0.00	0.00	42,263.00	0.00	0.00	0.00	0.00	0%	42,263.00	0.00	
	Site Concrete	565,871.00	0.00	0.00	565,871.00	0.00	0.00	0.00	0.00	0%	565,871.00	0.00	
	General Liability Insurance	9,916.00	0.00	0.00	9,916.00	9,916.00	0.00	0.00	9,916.00	100%	0.00	991.60	
	Building Permit	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00	
	Builders Risk Insurance	1,586.00	0.00	0.00	1,586.00	1,586.00	0.00	0.00	1,586.00	100%	0.00	158.60	
	Project Contingency	46,469.00	0.00	0.00	46,469.00	0.00	0.00	0.00	0.00	0%	46,469.00	0.00	
	Fee	63,817.00	0.00	0.00	63,817.00	37,887.22	0.00	0.00	37,887.22	59%	25,929.78	3,788.72	
	Payment & Performance Bonds	16,525.00	0.00	0.00	16,525.00	16,525.00	0.00	0.00	16,525.00	100%	0.00	1,652.50	
1	Road Extension Bonds:												
	BMC Bond Fee		6,163.66	0.00	6,163.66	6,163.66	0.00	0.00	6,163.66	100%	0.00	616.37	
	Premier Earthworks Bond Fee		15,225.00	0.00	15,225.00	9,061.00	0.00	0.00	9,061.00	60%	6,164.00	906.10	
	WW Builders Bond Fee		14,850.00	0.00	14,850.00	14,850.00	0.00	0.00	14,850.00	100%	0.00	1,485.00	
	Unused Bond Fee		8,112.34	0.00	8,112.34	0.00	0.00	0.00	0.00	0%	8,112.34	0.00	
Total		1,675,773.00	44,351.00	0.00	1,720,124.00	760,896.36	37,581.60	0.00	798,477.96	48%	921,646.04	79,847.80	

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 **\$33,823.44** 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 9/25/2025** (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).

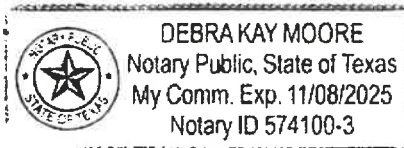
Date 10/203/2025


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 20th day of October 2025 to certify which witness by hand and seal of office.




Notary Public, State of Texas

APPLICATION FOR PAYMENT

To: Bob Moore Construction, Inc.
 3611 William D. Tate Avenue
 Grapevine, TX 76051
 Project: Fisher 59 Road

From: Clear Fork Construction, Inc.
 6630 corporation parkway
 STE 220
 fort worth, TX 76126

Contract For: Earthwork

Application No.: 1
 Period To: 09/30/25
 Application Date: 09/30/25
 Project No.: 70295
 Contract Date: 09/29/25
 Commitment: 70295-14725

1. ORIGINAL CONTRACT AMOUNT \$36,092.00
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE \$36,092.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G) \$36,092.00
5. RETAINAGE
 - 10.00% of Completed Work \$3,609.20
 - (Columns D + E)
 - 10.00% of Stored Materials -
 - (Columns F)
 - Total Retainage \$3,609.20
 - (Line 5a + Line 5b OR Sum of Column I)
6. TOTAL EARNED LESS RETAINAGE \$32,482.80
- (Line 4 less Line 5 Total)
7. LESS PRIOR CERTIFICATES FOR PAYMENT \$0.00
- (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$32,482.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$3,609.20
- (Line 3 less Line 6)

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

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 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 comprising 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 \$32,482.80

(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.

Clear Fork Construction, Inc.

APPLICATION NO.: 1

APPLICATION DATE: 09/30/25

PERIOD TO: 09/30/25


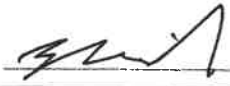
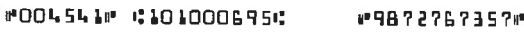
PROJECT NO.: 70295

COST CODE	A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D+E)						
	1	Equipment Mobilization	\$1,578.00	-	\$1,578.00	-	-	\$1,578.00	-	\$157.80
	2	Staking & Engineering	\$1,386.00	-	\$1,386.00	-	-	\$1,386.00	-	\$138.60
	3	Dozer 1	\$2,489.00	-	\$2,489.00	-	-	\$2,489.00	-	\$248.90
	4	Dozer 2	\$2,489.00	-	\$2,489.00	-	-	\$2,489.00	-	\$248.90
	5	Water truck	\$1,656.00	-	\$1,656.00	-	-	\$1,656.00	-	\$165.60
	6	Fuel	\$4,281.00	-	\$4,281.00	-	-	\$4,281.00	-	\$428.10
	7	Water meter & water	\$919.00	-	\$919.00	-	-	\$919.00	-	\$91.90
	8	Grader	\$2,074.00	-	\$2,074.00	-	-	\$2,074.00	-	\$207.40
	9	Travel	\$284.00	-	\$284.00	-	-	\$284.00	-	\$28.40
	10	Lodging	\$1,705.00	-	\$1,705.00	-	-	\$1,705.00	-	\$170.50
	11	Per Diem	\$852.00	-	\$852.00	-	-	\$852.00	-	\$85.20
	12	Staking & Engineering	\$2,526.00	-	\$2,526.00	-	-	\$2,526.00	-	\$252.60
	13	Import Fill	\$9,834.00	-	\$9,834.00	-	-	\$9,834.00	-	\$983.40
	14	Operators	\$3,388.00	-	\$3,388.00	-	-	\$3,388.00	-	\$338.80
	15	SWPPP maintenance	\$631.00	-	\$631.00	-	-	\$631.00	-	\$63.10
PAYMENT TOTALS			\$36,092.00	-	\$36,092.00	-	-	\$36,092.00	-	\$3,609.20

Audit Trail

Project: Fisher 59 Road (70295)
 From: Clear Fork Construction, Inc.

Date	User	Company	Event
11/03/25 15:25 GMT	Kyle Whitesell	Bob Moore Construction, Inc.	Kyle Whitesell approved Application For Payment #1 for Clear Fork Construction, Inc.
10/31/25 17:13 GMT	Mark Duvall	Bob Moore Construction, Inc.	Mark Duvall approved Application For Payment #1 for Clear Fork Construction, Inc.
10/30/25 13:51 GMT	Tucker O'Neal	Bob Moore Construction, Inc.	Tucker O'Neal approved Application For Payment #1 for Clear Fork Construction, Inc.
10/28/25 20:15 GMT	Stephanie Chambers	Bob Moore Construction, Inc.	Stephanie Chambers approved Lien Waiver 'Bob Moore Unconditional Waiver' for Application For Payment #1 for Clear Fork Construction, Inc.
10/24/25 15:44 GMT	ROBERT FARLEY	Clear Fork Construction, Inc.	ROBERT FARLEY uploaded Lien Waiver 'Bob Moore Unconditional Waiver' for Application For Payment #1 for Clear Fork Construction, Inc.
10/24/25 15:23 GMT	Sherry Snodgrass	Bob Moore Construction, Inc.	Sherry Snodgrass sent Lien Waiver 'Bob Moore Unconditional Waiver' for Application For Payment #1 for Clear Fork Construction, Inc.
10/01/25 18:36 GMT	Stephanie Chambers	Bob Moore Construction, Inc.	Stephanie Chambers approved Lien Waiver 'Bob Moore Conditional Waiver Progress.pdf' for Application For Payment #1 for Clear Fork Construction, Inc.
10/01/25 16:43 GMT	ROBERT FARLEY	Clear Fork Construction, Inc.	ROBERT FARLEY submitted Application For Payment #1 for Clear Fork Construction, Inc.
10/01/25 13:29 GMT	ROBERT FARLEY	Clear Fork Construction, Inc.	ROBERT FARLEY created Application For Payment #1 for Clear Fork Construction, Inc.

	BOB MOORE CONSTRUCTION, INC. 3511 WILLIAM D TATE AVENUE GRAPEVINE, TX 76051 (817) 640-1200	UMB BANK, N.A. KANSAS CITY, MISSOURI	18-89 1010	4541
	DATE	CHECK NO.	AMOUNT	
	October 21, 2025	4541	\$*****32,482.80	
Pay: *****Thirty-two thousand four hundred eighty-two dollars and 80 cents				
PAY TO THE ORDER OF	Clear Fork Construction, Inc. 6630 Corporation Parkway Ste 220 Fort Worth, TX 76126			
				

48989770001300 10-27-2025 Veritex Community Bank Dallas, TX >113024164<	<p style="font-size: small;">X ENDORSE CHECK HERE:</p> <p style="font-size: small;">DO NOT SIGN/WRITE/STAMP BELOW THIS LINE FOR FINANCIAL INSTITUTIONS (USE ONLY)</p> <p style="font-size: small;"><input type="checkbox"/> CHECK HERE IF MOBILE DEPOSIT</p> <p style="font-size: x-small;">300 & 5801</p> <p style="font-size: x-small;">New York Construction</p>
--	---

Check Information

Check Number:0000004541
 Account Number:9872767357
 Amount:\$32482.80
 Post Date:2025-10-28
 R/T:101000695
 DIN:82270379

Return Reason:N/A



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 **\$32,482.80** 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 thru 09/30/25** (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 10/24/2025

Clear Fork Construction, Inc. (Company name)

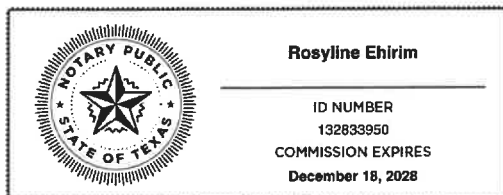
By ROBERT FARLEY (Signature)

Owner (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 24th day of October, 2025 to certify which witness by hand and seal of office.

Rosyline Ehirim
Notary Public, State of Texas

Bexar



Electronically signed and notarized online using the Proof platform.



City Of Lawton

Report Date:	Nov 3, 2025	Day of Week:	Monday	Prepared by:	JOE CASTILLO
Job Number:		Job Location:	1310 SW Gilbert Gibson Rd.		
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: Passed compaction on the agg. base.

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: Oct 16, 2025 Day of Week: Thursday Prepared by: JOE CASTILLO

Job Number: Job Location: 1310 SW Gilbert Gibson Rd.

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: Placed agg. base on the roadway extension. Density tests taken and passed for tomorrows placement.

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):

Table with columns: LABOR FORCE (Name of Crew Member, Classification, Time In-Out), EQUIPMENT (Description, Equipment ID No., Hours on Site), and TOTAL MACHINE HOURS.



City Of Lawton

Report Date:	Oct 14, 2025	Day of Week:	Tuesday	Prepared by:	JOE CASTILLO
Job Number:		Job Location:	1310 SW Gilbert Gibson Rd.		
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: Failed density testing due to moisture with Marlin.

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 First Amendment to the Purchase and Sales Agreement dated effective as of July 17, 2025, between the Lawton Economic Development Authority and JAA Armada Acquisitions, LLC, for Lot Eight (8) of Block One (1), LAWTON DOWNTOWN CENTER, PART 2, to provide that the periods for both the First Inspection Period Extension and Second Inspection Period Extension shall be ninety (90) days rather than thirty (30) days.

Initiator: Richard Rogalski, LEDA Executive Director

Information Source: Richard Rogalski, LEDA Executive Director

Background:

The Lawton Economic Development Authority (LEDA) and JAA Armada Acquisitions, LLC, entered into a Purchase and Sales Agreement (PSA) on July 17, 2025, for Lot 8, Block 1, in the Lawton Downtown Center, Part 2. The agreement includes inspection periods for due diligence, initially set at 30 days each for the First and Second Inspection Periods. Due to economic factors in the retail industry, the developer has requested an extension of both inspection periods from 30 days to 90 days. The proposed amendment to the PSA reflects this request.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

First Amendment to Purchase and Sale Agreement with JAA Armada Acquisitions, LLC

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the First Amendment to the Purchase and Sales Agreement between the Lawton Economic Development Authority and JAA Armada Acquisitions, LLC, for Lot Eight (8) of Block One (1), LAWTON DOWNTOWN CENTER, PART 2.

ATTACHMENTS:

- 1. First Am PSA LEDA-JAA Armada 11.14.2025

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**First Amendment**”) is dated as of November __, 2025 (“First Amendment Effective Date”) by and between the Lawton Economic Development Authority, a public trust (“**Seller**”), and JAA Armada Acquisitions, LLC, a Texas limited liability company (“**Buyer**”). Seller and Buyer are each a “**Party**” or collectively the “**Parties**.”

RECITALS

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated effective as of July 17, 2025 (the “**Purchase and Sale Agreement**”), for the purchase and sale of that certain approximately 10.8779-acre tract of land located in Lawton, Comanche County, Oklahoma, as more particularly described in the Agreement.

B. On November 7, 2025, Buyer exercised its first right to extend the Inspection Period by thirty (30) days and deposited the additional, non-refundable earnest money deposit in the amount of \$5,000 (“**Additional Earnest Money Deposit**”) with the Title Company, pursuant to Section 5.2 of the Purchase and Sale Agreement as then in effect.

C. The Parties now desire to amend the Purchase and Sale Agreement to provide that the periods for both the First Inspection Period Extension and Second Inspection Period Extension shall be ninety (90) days rather than thirty (30) days.

D. Unless otherwise defined in this First Amendment, capitalized terms used in this First Amendment shall have the meanings assigned to them in the Purchase and Sale Agreement.

E. To the extent the terms of this First Amendment are inconsistent with the terms of the Purchase and Sale Agreement, the terms of this First Amendment shall control.

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

1. Duration of Inspection Period Extensions.

1.1 First Inspection Period Extension. Section 5.2 of the Purchase and Sale Agreement is hereby amended to provide that the First Inspection Period Extension shall be for a period of ninety (90) days rather than thirty (30) days as originally stated therein. Accordingly, the First Inspection Period Extension, as originally exercised on November 7, 2025, shall expire ninety (90) days after November 15, 2025, which date is February 13, 2026.

1.2 Second Inspection Period Extension. Section 5.2 of the Purchase and Sale Agreement is hereby amended to provide that the Second Inspection Period Extension shall be for a period of ninety (90) days rather than thirty (30) days as originally stated therein. Buyer may exercise the Second Inspection Period Extension by delivering written notice to Seller and depositing an Additional Earnest Money Deposit with the Title Company on or before February 13, 2026, in accordance with Section 5.2 of the Agreement.

2. **Binding Effect.** Except as expressly modified by this First Amendment, all terms and conditions of the Purchase and Sale Agreement shall remain unmodified and in full force and effect.

3. **Counterparts; Electronic Signatures.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this First Amendment as of the date set forth above.

SELLER:

LAWTON ECONOMIC DEVELOPMENT AUTHORITY,
a public trust

By: _____
Fred L. Fitch, Chairman

BUYER:

JAA ARMADA ACQUISITIONS, LLC,
a Texas limited liability company

By: _____
Jesus Araiza, Manager

Item Title:

Review a memorandum from the Center for Economic Development Law regarding a Compliance Review under the Economic Development Agreement with Republic Paperboard Company, LLC, dated December 1, 2019, and consider making a determination regarding Republic's compliance with the Economic Development Agreement and the amount of assistance to be provided to Republic in accordance therewith.

Initiator: Richard Rogalski, LEDA Executive Director

Information Source: Richard Rogalski, LEDA Executive Director

Background:

Within the Economic Development Agreement with Republic Paperboard Company, LLC, ("Republic"), dated December 1, 2019, with the City of Lawton and the Lawton Economic Development Authority (LEDA"), Republic agreed to: 1) make a \$94 million capital investment in personal and real property (with a minimum taxable value of \$75 million) and; 2) create 20 new permanent quality jobs with an average annual compensation of approximately \$108,006 per position (totaling \$2,160,120 annually). LEDA, in turn, agreed to provide economic development incentives in the form of a reimbursement of a portion of the business personal property taxes generated by the ad valorem tax increment revenues in Increment District No. 3, up to \$4,320,240 (twice the new annual compensation), in annual payments, commencing in year 6 of the Increment District and continuing through year 25 of the Increment District, subject to Republic's performance under the EDA. As we are completing year 6 of the Increment District, it is incumbent upon LEDA to make a determination regarding Republic's compliance with the Economic Development Agreement and the amount of assistance to be provided to Republic in accordance therewith. The attached Compliance Review prepared by the Center for Economic Development Law shows that Republic did meet the required employment and compensation benchmarks and therefore would be eligible for the full amount of the incentive. This incentive would be paid out in 20 annual installments of \$216,012.00.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

CEDL Memo to LEDA Regarding Republic Paperboard
Net Payroll Chart
Total Employment Chart

Key Issues:

N/A

Funding Source:

TIF District 3

Recommended Action:

Review the memorandum from the Center for Economic Development Law and make a determination regarding Republic's compliance with the Economic Development Agreement and the amount of assistance to be provided to Republic in accordance therewith.

ATTACHMENTS:

1. 11.18.25 Memo to LEDA re Republic EDA Performance
2. Net New Payroll Chart
3. Total Employment Chart



MEMORANDUM

Date: November 18, 2025
To: Richard Rogalski, Executive Director, Lawton Economic Development Authority
From: Dan Batchelor and Lisa M. Harden
Re: Compliance Review under EDA with Republic Paperboard Company, LLC

I. Background.

Pursuant to the Economic Development Agreement (“EDA”) dated December 1, 2019, by and among the City of Lawton, the Lawton Economic Development Authority (“LEDA”), and Republic Paperboard Company, LLC (“Republic”), Republic agreed to:

1. Make a \$94 million capital investment in personal and real property and
2. Create 20 new permanent quality jobs with an average annual compensation of approximately \$108,006 per position (collectively, the “Project Expansion”).

LEDA, in turn, agreed to provide economic development incentives in the form of a reimbursement of a portion of the business personal property taxes generated by the ad valorem tax increment revenues in Increment District No. 3, up to \$4,320,240 (“Total Assistance”), in annual payments, commencing in year 6 of the Increment District and continuing through year 25 of the Increment District, subject to Republic’s satisfactory performance of its obligations under the EDA.

The Total Assistance is conditioned upon Republic’s compliance with:

- Employment and payroll requirements under Section 2.2(f); and
- Investment and valuation requirements under Sections 2.2(e) and 4.1, which require that the total assessed value of Republic’s investment equal or exceed \$75 million.

II. EDA Performance Requirements.

A. Employment and Payroll

Under Sections 2.2(f) and 3.2, Republic must:

- Add twenty (20) new employees at an average annual wage of \$108,006, thereby creating a Net New Project Annual Payroll of \$2,160,120; and
- Maintain this payroll level for the five-year period following completion of the Project Expansion.

The Actual Net New Project Annual Payroll is calculated by subtracting Republic’s total annual payroll as of January 1, 2019, from its total annual payroll for each subsequent reporting year.

If actual payroll falls below \$2,160,120, Section 3.2 provides that the Total Assistance will be reduced proportionally using the following formula:

$$\text{Reduction Factor} = \frac{\text{Average Actual Net New Project Payroll (5 years)}}{2,160,120}$$

B. Investment and Valuation.

Under Sections 2.2(e) and 4.1 of the EDA, Republic must have made a total capital investment of not less than \$94 million in the development, construction, expansion, and operation of the Project Expansion, with the total assessed value of the investment being no less than \$75 million.¹

III. Employment and Payroll Documentation.

Republic has submitted annual Employment Certifications for 2019-2025 verifying full-time and part-time employment counts, total annual payrolls, job titles, and benefits. These certifications and supporting documentation have been reviewed and confirm compliance with the EDA’s employment obligations for each reporting year.

Certification Date	Reporting Year	Full-Time	Part-Time	Total Payroll	Increase vs 2019 Baseline (\$13,812,401.36)
1/1/2020	2019 (Baseline)	148	0	\$13,812,401.36	—
1/1/2021	2020	160	1	\$14,981,499.65	+\$1,169,098.29
1/24/2022	2021	168	0	\$15,464,533.32	+\$1,652,131.96
1/24/2023	2022	173	2	\$15,734,218.77	+\$1,921,817.41
1/1/2024	2023	175	1	\$16,236,499.74	+\$2,424,098.38
1/1/2025	2024	183	2	\$17,656,331.89	+\$3,843,930.53

IV. Compliance Analysis

A. Employment Requirement

- **Baseline Employment:** 148 full-time employees
- **2024 Employment:** 183 full-time employees
- **Net Increase:** 35 new full-time positions

Republic has exceeded the required addition of 20 new employees by 15 positions.

B. Payroll Requirement

For the five-year period following completion (2020–2024 reporting years) Republic’s total payroll exceeded the 2019 baseline payroll:

$$\$1,169,098.29 + \$1,652,131.96 + \$1,921,817.41 + \$2,424,098.38 + \$3,843,930.53 = \$11,011,076.57$$

$$\text{Average Actual Net New Project Annual Payroll} = \$11,011,076.57 \div 5 = \$2,202,215.31$$

¹While the EDA refers to “total assessed value,” that phrase, if applied literally, would imply a total investment far exceeding the \$94 million contemplated by the parties. Consistent with the County Assessor’s methodology and the intent of the EDA, the requirement is properly understood to mean the resulting Taxable Fair Cash Value of the improvements added to the tax rolls as a result of the Project Expansion, from which the property taxes are assessed.

Compared to the contractual benchmark of \$2,160,120:

$$\frac{2,202,215.31}{2,160,120} = 1.02$$

Thus, Republic met its payroll obligations under the EDA.

C. Investment and Valuation

Based on increment revenues for Increment District No. 3 received by LEDA, commencing in 2022, the resulting Taxable Fair Cash Value attributable to the Project Expansion exceeded the \$75 million investment threshold:

- 2022: \$76,844,533.71
- 2023: \$96,800,144.99
- 2024: \$89,224,076.13

Accordingly, the valuation requirement under the EDA has been satisfied. See *R. Rogalski Memorandum of Oct. 24, 2025*.

V. Conclusion

Republic has met or exceeded all of the performance obligations under the EDA. Specifically, Republic has:

1. Achieved and surpassed the capital investment obligations;
2. Created more than the required number of new full-time jobs; and
3. Exceeded the Net New Project Annual Payroll requirement.

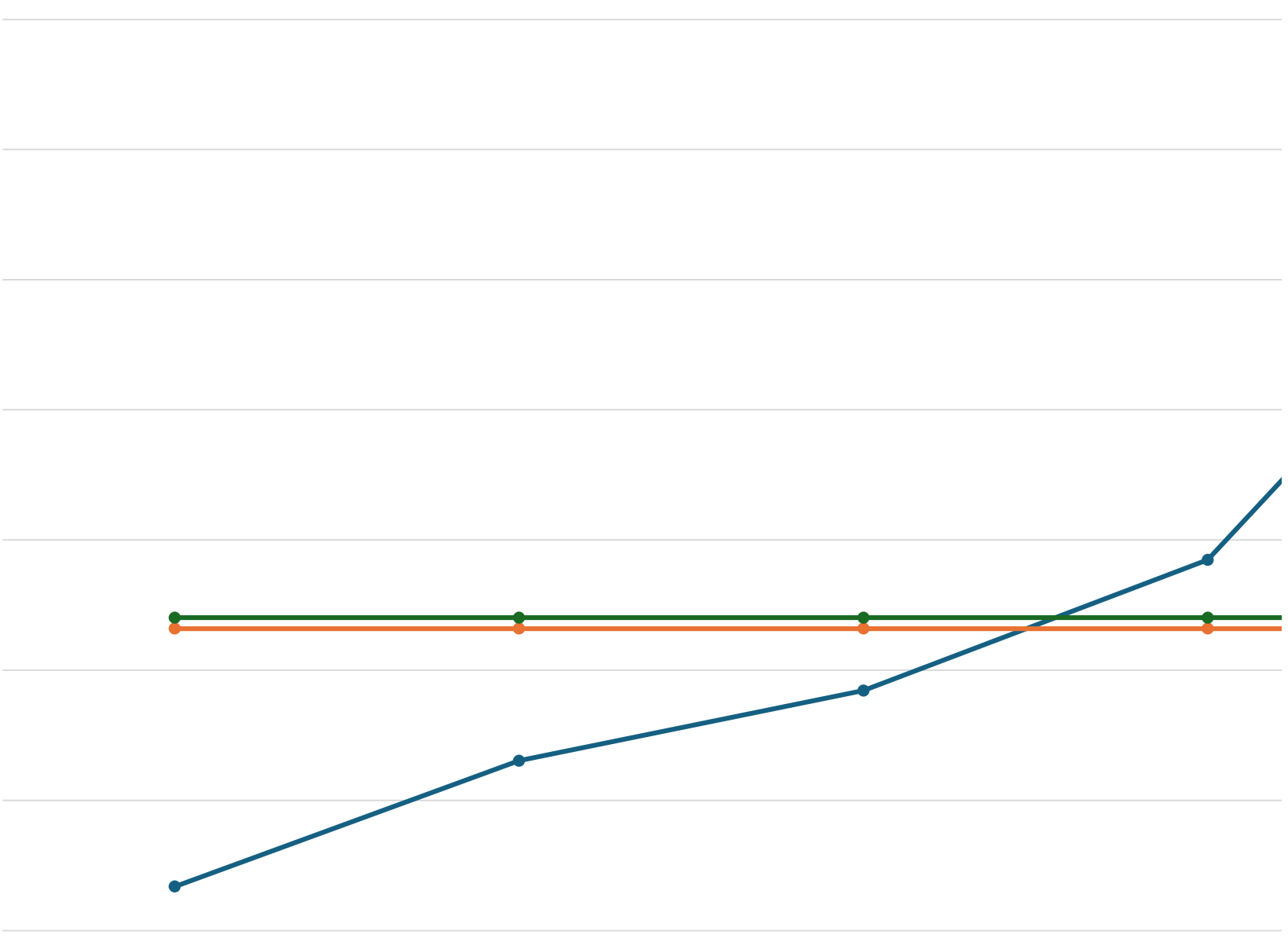
Therefore, Republic is eligible for the Total Assistance under the EDA. In accordance with Section 3.2 of the EDA, the Total Assistance is payable solely from the business personal property ad valorem increment generated by and collected from Increment District No. 3, in annual payments during Years 6 through 25 of the Increment District, in such amounts as may be determined by LEDA.

Attachments:

1. Employment Certifications (2018–2025)
2. Supporting Payroll Documentation
3. Memorandum from Richard Rogalski, Executive Director, dated October 24, 2025, regarding Determination of Total Assessed Value of Project Expansion by Republic Paperboard Company, LLC

Net New Payroll

\$4,500,000
\$4,000,000
\$3,500,000
\$3,000,000
\$2,500,000
\$2,000,000
\$1,500,000
\$1,000,000



Total Employment

