



City of Lawton

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

Lawton Economic Development Authority

Agenda

Thursday, April 16, 2026

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 and take action on approving the minutes of the March 26, 2026, special meeting.
2. Consider and take action on approving the February 2026 Financial Report from Hatch, Croke and Associates.
3. Receive a report from the City of Lawton Department of Public Utilities and consider and take action on approving the use of \$9,778.00 of the project contingency for the additional cost of the roadway concrete due to the requirement of an updated concrete specification by the City, and also approving Request for Reimbursement No. 10 from Fisher59 Properties in the amount of \$186,972.45 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 and take action on approving the Second Amendment to the Purchase and Sale Agreement between the Lawton Economic Development Authority and JAA Armada Acquisitions, LLC, for approximately 10.8779 acres of property, including extension of the inspection period and related terms.
5. Consider and take action on approving a Modified Annual STEM Funding Plan.
6. Consider and take action on approving a Lawton Community STEM Program

Funding Agreement between QUEST of Oklahoma Inc., and the Lawton Economic Development Authority in the amount of \$75,000 to be funded by the STEDI Project Plan designated STEM funding.

7. Consider and take action to appoint a LEDA Representative to the LURA Downtown Revitalization Steering Committee.
8. Consider and take action to authorize the Executive Director to transfer \$466,392.25 from the IBC TIF2 account to the CNB STEDI TIF account as a repayment of funds authorized on April 17, 2025, to repay LURA for an obligation associated with the Downtown Project Plan, that was paid from the CNB STEDI TIF account.
9. Receive a report from Ryan Herring Construction, Inc., LEDA's Construction Manager (CM) for the Firehawk Aerospace construction project, and consider and take action to authorize the Chairman to approve the award of Civil Bid Package #1, in accordance with the recommendation of the CM, up to a maximum amount of \$3.0 million, and to execute all documents associated therewith.
10. Consider and take action to approve a Resolution authorizing the reissuance of payment in the amount of \$224,840.34 under Request for Reimbursement No. 3 in connection with the Fisher59 Properties, LLC Redevelopment Agreement.

Reports

1. Receive a report from the LEDA Executive Director

Executive Session

1. Pursuant to Section 307(B)(3), Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of discussing the purchase or appraisal of real property, 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 and take action on approving the minutes of the March 26, 2026, special meeting.

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Tammy Branstetter, Senior Deputy City Clerk

Background:

Minutes from the March 26, 2026, special LEDA meeting have been drafted and are awaiting approval.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Draft Minutes — 03.26.2026 Special LEDA Meeting

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the minutes of the March 26, 2026, special meeting as presented.

ATTACHMENTS:

- 1. LEDA Draft Minutes 03.26.2026



City of Lawton
**Lawton Economic
Development Authority**

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

Minutes

Thursday, March 26, 2026

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

ROLL CALL:

PRESENT: David Madigan, Rick Walker, Larry Neal, Kirby Brown, Ron Nance, Jason Hensley, *Randy Warren

ABSENT: Brandie Page (excused), Mark Brace (excused)

OTHERS PRESENT: Richard Rogalski, LEDA Executive Director; John Ratliff, City Manager; Tammy Branstetter, City Clerk's Office; Tim Wilson, Deputy City Attorney; Michaela Bertoch, Public Utilities Department; Heath Renschen, Public Utilities Department; Captain Justin Thorne, Lawton Police Department; Detective Brandon Becker, Lawton Police Department; Charlotte Brown, Deputy Director of Community Enrichment; Matthew Modeste, Hatch, Croke & Associates; Brad Cooksey, Lawton Economic Development Corporation; Brett Walford, President of Fisher59 Properties; Nick Anderson, CEO of Fisher59; Stephanie Bolton, Herring Construction; Trent Newell, Herring Construction; Levi Griggs, Herring Construction; Mike Ray, The Lawton Constitution; **Lisa Harden, Center for Economic Development Law; Ron Durbin, Guerrilla Publishing

*Left at 3:52 P.M.

**Attended virtually via Microsoft Teams

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

Chairman Madigan confirmed with Branstetter that the meeting notice and agenda were posted by the City Clerk's Office as required by the Oklahoma Open Meetings Act.

Business Items

1. Consider approving the minutes of the February 19, 2026, meeting.

A copy of the minutes from the February 19, 2026, meeting may be obtained from the City Clerk's Office upon request.

Motion by Walker, **Second** by Neal, to approve the minutes from the February 19, 2026, meeting as presented. **AYE:** Warren, Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

2. Consider approving the January 2026 Financial Report from Hatch, Croke and Associates.

Matthew Modeste, Hatch, Croke & Associates, presented the January 2026 Financial Report. A copy of the report may be obtained from the City Clerk's Office upon request.

Modeste said the financials will start on page 20 of your agenda packet. Under your current assets, we have the seven bank accounts, which total \$7.1 million. Interest receivable from BOK — that was all received in February. October, November, sales and use tax receivable and the property taxes for TIF 2, 3, and 6 — they were January property taxes, which were received in February. No change to the AR state matching for the prior years. So total current assets, \$8.6 million. No change in the fixed assets or the other assets, so your total assets, \$13.1 million.

Modeste said on page 21, total current liabilities, \$233,754.80. Under your long-term liabilities, the only change for January is the payable to the Republic Paper Board for developmental assistance, so \$4.1 million. So your total liabilities and net position at the bottom of the page, \$13.1 million.

Modeste said the next page, page 22, is the combined statement of revenue and expenses. Total revenues, \$1.1 million, made up of your December hotel motel tax. The state matching funds, those actually have not been received or applied for yet, but as soon as the amount is received from the city, then that entry is made to recognize that revenue, which would be owing from the state. Property income tax for December and sales and use tax that we received in the month of January — that's what made up your total revenues of \$1.1 million. Under your operating expenses, the most significant item was the development assistance to Republic Paper and Fisher59 of the \$4.4 million. \$4.3 million is the amount for Republic Paper. So your total operating expenses, \$4.5 million. At the bottom of the page gives you a change in net position, negative \$3.4 million.

Modeste said the next page, page 23, is the statement of cash flows. If you look at the bottom of the page, you will see that there was a net increase in cash of \$287,355.84. If you add that to cash at the beginning of the period, that gives us cash at the end of the period of \$7.1 million.

Modeste said pages 24 through 25 of the packet are the details of the combined expenses which were on page 22.

Motion by Warren, **Second** by Hensley, to accept the January 2026 Financial Report. **AYE:** Warren, Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

3. Consider and take action on the proposed 2026 budget for the Lawton Economic Development Authority.

Richard Rogalski, LEDA Executive Director, provided background information on this item. A copy of the proposed 2026 budget for the Lawton Economic Development Authority may be obtained from the City Clerk's Office upon request.

Rogalski said what I'm trying to do is take your budget to more of an operational budget. We generally, in the past, have talked about basically revenue and note payments. And now we're doing a little more operational things. You can see from the first page that between both plans, we actually have a net projected revenue for the year — an unspent net projected revenue. So it looks like LEDA is in a pretty good position. Now, a lot of that funding will be paid to different sources. There are obligations that aren't even on your books yet for things like Neal and Ard, Goodyear Boulevard, Lee Boulevard and the waterline out in the industrial center. So, it's not like it's going to just pile up in your bank account over the years—that's what it's for. The whole purpose is that you get ahead of your expenses, and then you can start actually paying the City back for some of their investments.

Rogalski said you have your TIF 1 and 2. Remember, you have two different project plans, for those of you who have been here for a while. That's why I separate TIF 1 and 2 from TIF 3, 4, 5, and 6. They're different project plans, so the money is held differently. TIF 1 and 2 is the one that has the note for the development of the downtown project that we're still obligated to pay, and it's all downtown — pretty much it's the Downtown Project Plan. Then TIF 3, 4, 5, and 6 are from the STEDI Project Plan. You can see that they're both doing pretty well. In fact, these days, your downtown plan is actually doing better, which is surprising. Some of you who have been here know that we've struggled many times to make that note payment year after year, and now we're actually doing pretty well.

Rogalski said does anybody have any questions on this?

Brown said from my understanding, the project plan expenses you show on page 31 — it's your simplest breakdown — that includes paying the notes and things, so are those expenses inclusive?

Rogalski said no that doesn't include the note payment. It includes everything but the note payment. The note payment is \$2.3 million in itself.

Brown said so wherever you calculated that, your looking at a net of \$850,000? That's how I read this.

Rogalski said on the page for TIF 1 and 2, I do have the annual note payment in there under expenses. Sorry, I got myself confused. That's why the Downtown Project Plan expenses are \$2.9 million, including the note payment. All the note payments are included there.

Brown said so again, at the end, you're looking at net revenue of \$850,000 for this year.

Rogalski yes, for both plans. Now, they both have different uses, but yes, for both plans.

Warren said I appreciate it put together like this, because you can follow it through.

Chairman Madigan said I was just going to make a comment that pages 36 and 37 are really great documentation to show our long-term liabilities for this organization. That's very helpful. Let me just get some feedback from the voting members. Would you like more time to digest this budget, or do you feel comfortable enough to vote on it?

Warren said I'm good.

Brown said as I read through it, it's logical. The only thing that I see that I'm sure you're going to work on is a projection of the—I think I read when we finish next year, it's \$11 million that we still have out that we owe.

Rogalski said I actually am working on it. That's all your TIF districts until they expire, and I'm trying to build all that stuff in there. I just didn't get it done. I have all the income, I just don't have the debt put in.

Brown said I'm just looking for long-term debt servicing — what we have to generate against what we have to owe.

Rogalski said I understand what you're saying. That's actually what I was working on, but I just didn't quite get it done.

Motion by Brown, **Second** by Warren, to approve the 2026 budget as presented. **AYE:** Warren, Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

4. Receive a report from the City of Lawton Department of Public Utilities and consider approving Pay Application 009 from Fisher59 Properties in the amount of \$299,478.24 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, Department of Public Utilities, gave a report regarding Pay Application 009 from Fisher59 Properties. A copy of Pay Application 009 from Fisher59 Properties may be obtained from the City Clerk's Office upon request.

Bertoch said we have Pay Application 009 in the amount of \$299,478.24. All the work referenced in this pay request has been completed and verified by Public Utilities. We do recommend paying for this. I also brought Heath with me. He is our engineer on the project right now, just in case you have any technical questions.

Rogalski said if you go out there, it looks pretty done. The road is on the ground, and the utilities are on the ground. The last little bit of work often still takes a little bit of time sometimes.

Motion by Walker, **Second** by Nance, to approve Pay Application 009 from Fisher59 Properties. **AYE:** Warren, Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

Chairman Madigan said I'm going to move up Item #9 just out of consideration for our group from Herring Construction. They're here to give us a progress report on the Firehawk Aerospace construction project.

The Authority next considered Business Item #9.

5. Receive a presentation from Brett Walford, President of Fisher59 Properties, regarding the alleged fraudulent activity associated with Payment Application No. 3.

Brett Walford, President of Fisher59 Properties, gave a presentation regarding the alleged fraudulent activity associated with Payment Application No. 3.

Chairman Madigan said this was almost a year ago, correct?

Mr. Walford said that's correct. Thanks for having us. I put together a letter with the thought that if I wasn't here or needed to share this, I could do so in this format, so I'm sharing that letter with everyone. It's just to give a little bit of additional color. It's not all about just the fraud piece of it, right? So I'm going to read through it. I may not hit everything, but I will hit the highlights. The reimbursement process started about a year ago when the documents were put together for Pay App 003. I had already done Pay Apps 001 and 002, and those were both paid via check, just so you know how things were being handled up to that point.

Mr. Walford said as mentioned, Bob Moore, our general contractor, was paid on 3/20/2025 for the amount of \$224,840.34 for the road, so that gives a timeline of when this started. We were without the funds as of March 20th, and there was some back

and forth. I submitted my reimbursement request on April 9th. Then around the 15th, LEDA received a request for reimbursement of Pay App 003 via ACH via an email that appeared to come from my account. As mentioned, this was the third reimbursement request; the first two were paid by check and mailed to me.

Mr. Walford said as I inquired about the check for this reimbursement, we found out it had already been paid via ACH—unfortunately, as disappointing as that sounds. I also want to mention that the account information was not verified. There was no test amount sent and no phone call confirming that's what we wanted to do. I consider this standard practice when wiring money, ACH, or other electronic funding, and it is currently something we do at Fisher59. I also wanted to share a few other things as well.

Ratliff said you said that it had already been paid via ACH. You mean it had already been wired?

Mr. Walford said it had been wired.

Mr. Walford said to date, we have not charged any interest to the City, so this was something we stepped up, and really, self-financed. At the City's request, they asked us to have our general contractor build the road, and at the time it made sense to everyone to move forward with that approach. The contract details and negotiations for the road were lengthy. I just want to point out that it did add about six to eight months to the front end of our building, so it pushed us back a bit from when we originally got started. We started the first pass work back in February of '24 and really didn't get going until late '24.

Mr. Walford said the contract added several conditions that added carrying costs to Fisher59. There were a few pieces—engineering and project management—that couldn't be paid until the end of the project and haven't been paid yet, and that amounted to about \$100,000. I went back and reviewed the contract. It states that if the City is delinquent in paying, the City would be on the hook for 5% interest on those funds, so that was the number I used for my calculations. You'll note that the \$98,000 carrying cost at 5% is roughly \$5,000. Added to this now a year later, for Pay App #3, 12 months of interest on \$224,000 is roughly \$11,000 at 5%.

Mr. Walford said for the record, at the time of the contract, we did work through an addendum that allowed us to submit pay requests monthly or every other month, which helped us get the money back sooner. So that was a good piece, but but it did add a little bit to the negotiations and/or the paperwork that went with it.

Mr. Walford said so far to date, and including additional upcoming payments, you're going to have about \$1.5 million above and beyond the \$224,000 that we essentially carried those costs for, on average, two months at a time, and at 5% for two months out of the year, that's an additional \$13,000.

Mr. Walford said financing alone cost us about \$30,000. Not to mention the time that I put into the project as far as tracking these payments, putting together the pay apps, following up on the pay apps, and so I put a dollar amount associated with that as well. As the board is aware, Fisher59 has invested \$20 million into a brand-new facility here on the edge of Lawton, so we're invested in Lawton and want to be around for a long time. We've been here since 1984. To date, the financial burden has fallen solely on Fisher59, and for that reason we're asking for the entire amount to be paid back - the \$224,840.34.

Chairman Madigan said thank you for that overview. Are there any questions for Brett?

Walker said the main questions I would have would just really be around the process of how the payment was made and how it was approved. I know, also being in the banking industry, we have a product called positive pay. A lot of times for those to clear, it requires a certain issue. Now, I know this was a wire, and there had to be callback procedures and things like that. But were those followed? And were there any others? Could there be any other parties to blame other than anybody sitting here at this table?

Chairman Madigan said who did the email go to? What's the process?

Rogalski said it actually went to Public Utilities and myself. We were all on that because we were reviewing the pay application, and this was a payment in response to the pay application.

Mr. Walford said I created the pay app and sent it to Richard and Micheala, and I guess from there it was intercepted, and they went back to Richard with a request for wire.

Rogalski said there were actually several emails back and forth, which is really weird. I have a valid e-mail stream with invalid e-mails in that stream, and that's really what got us. In our opinion, we have that we were carrying on a secure conversation with Brett, and it turns out it wasn't.

Chairman Madigan asked Mr. Walford if his computer was just compromised, internally in his company.

Nick Anderson, CEO of Fisher59, said I think it's fair to say you received something that appeared to be us, or that you thought was us, that wasn't us.

Chairman Madigan said I was just curious, was your computer compromised?

Mr. Anderson said something was compromised, but his computer — no.

Rogalski said what Brett told me when we discovered there was a problem is that your email had been hacked. That's what you said.

Mr. Walford said yeah, maybe the email was compromised.

Mr. Walford said the only other thing I'd like to emphasize is the fact that this happened in March of last year, and we're just finally getting to the point where we can talk about getting reimbursement, so I guess keep that in mind as well.

Chairman Madigan said we appreciate the 42 years and the \$20 million plus in our community. We respectfully appreciate the contributions and partnership.

No action was taken on this item.

Chairman Madigan said at this time, I'm going to move up Executive Session Item #1 out of consideration for other guests that are in the room plus our guests from Fisher59.

The Authority next went into Executive Session to discuss Executive Session Item #1.

6. Consider authorizing the Executive Director to pay an invoice submitted by the City of Lawton in the amount of \$522,156.30 to pay off the remaining principal and accrued interest pursuant to a City Series 2011 Promissory Note that provided funding to pay interest on the Authority's Economic Development Note, Series 2007, issued for the purpose of financing redevelopment activities for the downtown Phase IA - Project within Increment District No. 1, City of Lawton.

Richard Rogalski, LEDA Executive Director, provided background information on this item. A copy of the invoice submitted by the City of Lawton in the amount of \$522,156.30 may be obtained from the City Clerk's Office upon request.

Rogalski said so again, this is an interest-bearing note from the City since 2008. At the last meeting, you asked me if the City had ever asked the money, and at the time they hadn't. Rogalski said they really can use the funding now. There are plenty of projects that can use it. The original funding came from the 2006 CIP and Hotel Motel Economic Development Fund, and those funds would be paid back, and then the City would be able to use those funds for projects within the city. So they are requesting that this be paid back at this time. You do have sufficient funding to cover this, and in fact, I put payment of it as a debt in your budget.

Motion by Warren, **Second** by Hensley, to authorize the Executive Director to pay the invoice submitted by the City of Lawton in the amount of \$522,156.30. **AYE:** Warren, Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

7. Consider and take action on a Resolution approving a Real Estate Purchase and Sale Agreement for the acquisition of approximately 320 acres from the Comanche County Industrial Development Authority; authorizing the issuance of a promissory note for the deferred purchase price; waiving competitive bidding as permitted by law; and authorizing the Chairman or Vice Chairman

to finalize and execute related documents.

Richard Rogalski, LEDA Executive Director, provided background information on this item. A copy of the Resolution approving the Real Estate Purchase and Sale Agreement and the Real Estate Purchase and Sale Agreement with CCIDA may be obtained from the City Clerk's Office upon request.

Rogalski said you all approved a term sheet with the exact terms here, and this is just the agreement for it.

Chairman Madigan said this is for the Firehawk project. Just a real quick recap, we're going to provide CCIDA \$500,000 up front.

Rogalski said and then 24 months from the date of closing, we start consecutive payments of \$275,000 each.

Wilson said I'd like to advise the board, too, waving competitive bidding takes three-fourths of the vote of membership, so everyone here will need to vote affirmatively.

Motion by Walker, **Second** by Hensley, to approve Business Item #7. **AYE:** Warren, Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

8. Consider and take action on a Resolution approving a Term Sheet by and among the City of Lawton, the Lawton Economic Development Authority, and Firehawk Aerospace, Inc. for the development of an industrial manufacturing facility; authorizing the preparation, negotiation, and execution of definitive agreements consistent with the term sheet; authorizing the incurrence of indebtedness and issuance of evidences of indebtedness by the Lawton Economic Development Authority pursuant to 60 O.S. §176; waiving competitive bidding for such obligations; authorizing the preparation, negotiation, and execution of all documents related thereto; designating a trustee, paying agent or other service provider, if necessary, and providing that all authorizations related to indebtedness are subject to City Council approval.

Richard Rogalski, LEDA Executive Director, provided background information on this item. A copy of the Resolution approving the Term Sheet and the Term Sheet by and among the City of Lawton, the Lawton Economic Development Authority, and Firehawk Aerospace may be obtained from the City Clerk's Office upon request.

Rogalski said there's sort of two actions that are in here: the first is the lease and purchase option agreement with Firehawk, and then the other is a note for us to get the project built, which is also contemplated with the lease. I'll tackle the second one first. The note is required because your funding from this comes from the Oklahoma Development Finance Authority. It's a total amount of \$22 million, but it's paid in certain tranches, and those tranches may not exactly line up with the construction obligation. So you might get a little ahead and then have to catch up as the funding comes in. That

note would be a pass-through note. You would actually be borrowing the money from LIDA (Lawton Industrial Development Authority), and LIDA would basically be holding the note. LIDA's meeting is on Monday, and this just simply authorizes that to get started now.

Rogalski said the \$8 million—I did an analysis of the project costs versus the funding—and \$8 million seems like a slightly conservative number, but it's not a huge number. Obviously, we could do \$22 million, but I don't think we'll ever need that. So that's why I set that number at \$8 million; I think that gets us where we need to be on that.

Rogalski said so now let's talk about the actual term sheet itself. All the site facilities are described in Exhibit A and on that binding site plan. The site plan went to the City Council a while back, and it's really substantially no different than that. Firehawk is paying for the design and plan preparation — it has been already, obviously. That's why we have some stuff ready to bid. That's estimated at about \$4 to \$6 million. Keep in mind these are the plans for the site that is on property that would be owned by LEDA, and so this facility would be owned by LEDA, built with that ODFA funding. So they are actually paying that for you. The project will be constructed in sort of phases—it's not really phases because they don't really stop—but there's an initial production phase that they're going to work on. That total cost is \$44 million: \$22 million from LEDA, \$8 million from Firehawk for the site, and \$14 million for equipment from Firehawk for that initial production facility. They never stop construction, but they actually start production while they build the rest of the facility out. The rest of the facility is no money from LEDA, \$10 million in the site from Firehawk, and \$11 million in equipment from Firehawk. So that's a total project expense or value of \$65 million.

Rogalski said this project would be placed in a tax increment finance district, and so the revenue from that is around \$17 to \$18 million over 25 years. So that's one way that we recoup our costs on this project.

Rogalski said Firehawk is responsible in this agreement for any cost exceeding LEDA's grant revenue, and that includes our CMAR fees—so it's construction and CMAR fees. So anything beyond that to make an operational site is Firehawk's responsibility, and they've agreed to that in this sheet. And we have a description of what an operational site is. I think we're pretty well protected in that.

Rogalski said there's a lease term in there. The lease term is 11 years, but the first year there's no lease payment—they're still building it, that allows them to operate on the site. Then there are 10 years of lease payments contemplated at a total of \$3.5 million. It ramps up and then levels out at about \$400,000 and stays there throughout the rest of the term. We always want to get an operational covenant on these projects, and we do. We have a 10-year operational covenant. The operational covenant is secured by that \$3.5 million. For example, if they operated for one year and then left, they would have to pay the remainder of that \$3.5 million. You would also own the site, but they would still be responsible for paying that remaining balance.

Rogalski said each year, there is a job requirement. It starts with 25 jobs in the first operational year, then increases to 50, and then goes up to 100 thereafter. That is consistent with what was presented to City Council back in June—it's the same sheet. The average wage is \$93,500. Based on just those jobs, and recognizing that these are primary jobs with additional secondary jobs created in the community, I looked at the employment credits based only on those direct jobs. Each employee is estimated to generate a little over \$1,000 in sales tax to the City each year, and about \$3,000 in property taxes. Altogether, that's approximately \$4,000 per employee from their individual tax revenue to the community. We don't necessarily receive all of that at the City level, but the community benefits from it, so that's the basis for the \$4,000 per employee per year job credit. Their rent forgiveness would be based on those employment credits. If they come up short, they pay us the difference. If they exceed it, that's great, but they don't earn additional credit beyond that, and they still have to maintain the required employment level in the following year.

Rogalski said there are extension options in the agreement, but there is also a purchase option. The purchase option is based on a total public investment of \$23.6 million—\$22 million from Oklahoma Development Finance Authority funding and \$1.6 million that LEDA is paying for the land. In order to exercise the purchase option, they would need to repay or credit that amount. The purchase option can be exercised at any time after the initial facility is complete and once operations begin. The purchase price is essentially the difference between those figures. However, the agreement also credits them for design fees and site improvements that they build. So, that would go on their side of the scale. Our side stays at \$23.6 million, so they pay the difference.

Rogalski said there is a lot more data on this, but that's the agreement in a nutshell.

Chairman Madigan said are there any questions?

Mr. Durbin said for those of us who don't know, can you explain to us what kind of manufacturing facility this is going to be, what they're going to be manufacturing, and what Phase One versus Phase Two will be and how they're building that out? And then second question related thereto—you talk about the fact that there's an \$8 million tranche at the beginning. Ultimately, we're getting into almost \$23 million. There's \$3.5 million of guaranteed rent that's going to be paid. Are you requiring any kind of bond to bond those additional payments to ensure that if, for some reason they do fail, the City is not left with a building that it can't re-lease in an economically competitive way to somebody else? We had that car company that went out of business after all those economic incentives, and there was a bond requirement. Have you guys factored that into what they're doing here in this project?

Rogalski said they're an energetics manufacturing facility. Their site plan is basically a narrow strip down the middle of that 320-acre project, because they are energetics, and there is a 1,250-foot open-space setback requirement, so that is set in there, and it is a

binding site for that project.

Mr. Durbin said there's \$3.5 million they guaranteed in rent payments they're going to make. Your initial tranche is \$8 million, so you've got essentially \$4.5 million of unsecured debt there. Are you doing anything to require them to acquire a bond to ensure that they meet their economic development commitments as you're putting in the \$23 million that they're matching, that they're doing the things that they say, and you're not holding the bag at the end without an insurance contract at a bankrupt company? We've experienced this before.

Rogalski said we have requirements for them to construct the site. But there is no bond after that. We would own those facilities.

And so there isn't a bond on that. Now, to answer your question, the \$8 million is a construction loan, which would be paid back in full by a \$22 million grant from the state. The state has already approved a \$22 million P3 grant, Oklahoma Development Finance Authority. So the construction funds come more or less from this, not more or less, exactly from the state. So once it's done being built, we're not out \$8 million. That's been paid off already, right? And the state has given us the other money. So we don't have that debt that you're talking about. So the \$3.5 million is on top of that.

Mr. Durbin said but again, you're getting \$22 million from the state of Oklahoma that's going to go into a project. Is there anything insuring that project to ensure that the company that's building and constructing is going to fulfill the terms of its obligations?

Rogalski said we are building \$22 million's worth. They're going to operate. That's why this starts off as a lease project. It's a lease project where we're building \$22 million worth, and they're building \$8 million worth or \$14 million worth. So those are like tenant improvements. So it's a little bit like a partially capitalized lease, but at the end of the day, we still own those improvements. So like you said, if they walked away, we own the improvements. And so that's how this is set up.

Wilson said I do have one comment for the board. Again, this will require a two-thirds vote because it is waiving competitive bidding, so everyone here will have to approve this. Second thing, bond counsel, in anticipation of this passing, is already working on the LIDA component of this to get the LIDA loan. She had a conversation with me before the LEDA meeting, and she is recommending to Richard—because Richard did say that the Oklahoma Development Finance Authority grant is basically going to be the collateral for the LIDA loan. Richard, please reach out to the Oklahoma Development Finance Authority and make sure whether they require written permission or not to do this, because we don't want to slow the process down. Just make sure that is taken care of.

Motion by Walker, **Second** by Warren, to approve Business Item #8. **AYE:** Warren,

Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY: None. MOTION PASSED.**

Chairman Madigan said I believe we've taken care of #9, and we're moving on to #10.

9. Receive a Report from Herring Construction (CMAR) regarding progress on the Firehawk Aerospace construction project, consider authorizing the CMAR to begin preparing bid packages as necessary to complete the construction of the improvements to be funded by LEDA, obtaining bids for same in accordance with Article 2 of the CMAR Agreement and in accordance with the Oklahoma Competitive Bidding Act, and reporting to LEDA the results of any such bidding for award by a majority vote of the board, and take other action as deemed necessary.

Stephanie Bolton, Herring Construction, provided a report regarding progress on the Firehawk Aerospace construction project.

Ms. Bolton said the project is in design right now. We started out trying to get a few items taken care of very quickly for LEDA to be able to hit those marks and get the funding released for this time. They released a mass grading plan that we have submitted, and I've had the first review back from Mike Hawkins. The NOI is submitted and in review with the ODEQ. The construction entrance is in and ready for the groundbreaking per the plans and specs. So we're a little bit ahead of how we typically do a project, but we did that specifically and uniquely for this project.

Ms. Bolton said we brought a sheet, which Trent has and can hand out, that just kind of lets you know this front end of the project and how it works out. We already have a contract with LEDA; it does not have a dollar amount on it yet. Once I receive a notice to proceed from LEDA, we are getting ready to bid this first project. Firehawk is ready to get boots on the ground, so that's why we worked a little bit ahead of what we typically do in construction. Normally, we would wait on the notice to proceed.

Ms. Bolton said where we're at now is that the plans and specs are being prepared by the architect, and we're waiting on the notice to proceed. As soon as we get that from you, I have the bid package ready to go for the mass grading. That will be advertised for legally 21 days; we will do it for at least 22 days to make sure we check that box. During that time, we will time- and date-stamp everything as it comes in to ensure it is all legally submitted at the correct time. We will conduct the bid opening here with you, record the bids, review them, and then present them to you for your consideration to award them. At that time, we issue our contracts and we start the construction.

Ms. Bolton said from what I understand, we will be here once a month with a progress report. If there is anyone who would like to be a contact for me, I can provide progress pictures of the job site. We have software that we use to take daily photos, and we can send those along with updated schedules and pay applications when I come to provide updates. So, it looks like where we're at right now is just waiting on that notice to proceed so that I can move forward with the mass grading. This is being done in order

to complete the “shotgun start” as requested. Firehawk is ready to get started. The project will come out in phases, so mass grading allowed us to get started right away. We will have a three-building package coming next with drainage, followed by additional building packages until the project is complete. This allows LEDA to handle their portion and financing, and then whatever happens after that will be Firehawk.

Ms. Bolton said we also brought Rhonda with us today; she is our contract specialist in case you have any questions about our contract with you or the contracts we will have with our subcontractors. Levi will be the site superintendent. I will be the on-site project manager, and Larry Adair is our consulting project manager—I’m sure many of you know Larry. Trent is also a project manager, and he usually handles things on the front side, doing what I’m doing right now—preparing the bids, reviewing the RFP, and handling the advertisement. We brought our whole team in case there are any questions. We are a team, and so we support Ryan, and we wanted to just make sure if you had any questions for us, as we're starting this process, that we had a complete team for you to talk to.

Rogalski said just to add in, as she mentioned and as I talked about before, this is kind of a fast-track project, so they are doing bid packages in pieces. It’s not going to be a simple thing of presenting one giant set of plans, approving it, and moving on. That’s why we’re asking you to issue this notice to proceed—so they can begin bidding these packages as they are ready. Nothing gets awarded and nothing gets billed unless it comes to LEDA and gets approved. All they are doing is sending it out and getting the packages and cost together. Then they will bring it back to LEDA, piece by piece, to get awarded. They are simply asking to start the bid process.

John Ratliff, City Manager, said Richard, are you going to ensure that they're in compliance with the city's purchasing and payment policy?

Rogalski said yes. In fact, the construction management agreement requires that they meet all of Oklahoma’s competitive bidding requirements. In fact, it's got a little more stringent requirements because it's a CMAR agreement. It is essentially the same as the bid packages for any CMAR project that you have seen, but yes, they meet all of our requirements. They meet all the City’s requirements, and they meet the State’s requirements.

Brown said I assume the CMAR contract is where we're using the \$22 million.

Rogalski said yes.

Brown asked if Herring Construction is also the CMAR for anything that Firehawk is building themselves?

Ms. Bolton said we believe so. I mean, they have that option when we're done with this part. They have that option to put anyone on board. If they choose to continue with us, we would love to. We hope to do a great job for them, and they continue with us.

Brown said thank you for bribing your team.

Chairman Madigan said what do you anticipate in the bidding? Is it going to be robust? Do you think you're going to have a number of subs bidding?

Ms. Bolton said the interest in this project is huge. We believe that you'll have a decent pool of subs to choose from, and that is one thing with Ryan being in construction here for 20 years. His reach goes quite a way, and he has dealt with quite a few people over the years. He will come up with recommendations as well as to who he feels like is the best fit, but it's totally your call as board as to who you choose. But we feel like the pool will be very well populated.

Chairman Madigan said okay, voting members, the action item, again to summarize, is to authorize the CMAR to begin preparing bid packages and to release those in accordance to all city and state regulations.

Motion by Walker, **Second** by Warren, to approve Business Item 9. **AYE:** Warren, Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

Chairman Madigan said we're back on track now, going to Business Item #5.

The Authority next considered Business Item #5.

10. Consider appointing a LEDA Representative to the LURA Downtown Revitalization Steering Committee.

Rogalski provided background information on this item.

Rogalski said LURA is putting together a steering committee to look at the downtown area and the effectiveness of the urban renewal plan, and it will probably result in an update of some of the planned contents. It was prepared about 20 years ago, I think, and it just wasn't very strong. I actually helped work on it 20 years ago, and it's just not—well, it's not what urban renewal plans are now. So there are some better things we can do and try to get a better vision for downtown, and that's kind of what this is about.

Chairman Madigan said at this point, I'll ask for a volunteer.

Hensley volunteered. Hensley said I work downtown — I might as well.

Walker made a motion to approve appointing Jason Hensley.

Warren seconded the motion.

Mr. Durbin said I'm sorry, is there any way you all would move this one to Monday and put "consider and vote on"? Because you just have to consider—you don't have appoint

and approve, and that's an Open Meetings issue. I'm a stickler for the Open Meetings Act. I'm sorry, but I just want to point that out.

Wilson said we can do that.

Chairman Madigan said it can wait until Monday. As far as business items, I think we've covered everything.

No action was taken on this item.

Reports

1. Receive a report from the LEDA Executive Director

Rogalski said I will say that we actually have submitted our second state match. We don't have the prior one back yet, but we've submitted the other one. So we're current in our submittals. So what I mean by the second—the one from July to December 2025—we've submitted that one as well. And we submitted the one before that as well. So we've got the whole year out there.

Brown said have you run across the redesignation of the TIF numbers on the FISTA?

Rogalski said this has not been done yet—I was wondering if you were thinking of something that was already done. We're working with FISTA to basically redesignate some of those items. Now, that would be a major amendment of the Downtown Project Plan, which is actually a tool that belongs to the City Council. But we are aware of that, and we're moving forward on that along with this other stuff as well. What we think we're going to start with is by replatting them all. The underlying plat still exists—the original town site stuff still exists—so we're going to replat it. Then we'll have those specific blocks that we can put into different TIF Districts.

No action was taken on this item.

The Authority next considered Executive Session Item #2.

Executive Session

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

Motion by Hensley, **Second** by Walker, to convene in Executive Session. **AYE:** Warren, Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

The Authority convened in Executive Session at 2:37 P.M. to discuss Executive Session Item #1, and returned to open session at 3:15 P.M.

Motion by Walker, **Second** by Nance, to return to Open Session. **AYE:** Warren, Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

Tim Wilson, Deputy City Attorney, said so far we've just covered Item #1 of Executive Session. Wilson read the title of Executive Session Item #1 as follows: "Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, the board convened in executive session to discuss the status of a pending investigation / claim concerning a fraudulent wire transfer and other related matters, and take action if necessary."

Wilson said that conversation did occur, and it's my understanding we have a motion for Executive Session Item #1.

Warren said I make a motion that we reissue payment number 3 in the amount of \$224,840.34, and include with that motion that it is understood that the City was not at fault in any way, shape or form, and we're abiding by the contract that we signed.

Chairman Madigan said we have a motion. Do I hear a second?

Neal seconded the motion.

Chairman Madigan said do we have any questions or comments?

Ron Durbin, Guerrilla Publishing, said comments for the audience? Because you all are violating the Open Meetings Act. You all didn't have the agenda item to consider paying a payment on this agenda — that is not disclosed in this. Adding that item to the agenda would be a violation of the Open Meetings Act. Just throwing that out there.

Chairman Madigan said I appreciate the feedback. We've got counsel at the table.

Mr. Durbin said hey, disagree with me. I'll see you in court. No big deal for me.

Chairman Madigan said I'm just stating that we have legal counsel here.

Wilson said I mean, we're going in to discuss a pending investigation / claim, and it's a claim. So there's a claim for that amount, and we're taking action.

Mr. Durbin said if you think that properly notifies your public, and there's no dollar amount on there, you go do you. Like I said, I'll see you in court on that one. I think you're doing it wrong.

Wilson said so if we want to be 100% safe, I'd just advise the Chair, we could have a special meeting on Monday. We've already got LIDA and Council having special

meeting on Monday. We can have this item on the agenda for a special meeting on Monday, and we can vote to whatever the board wants to do at that time. And that would be 100% safe. We'll just write the agenda very clear to authorize that if that's what the board wants to do. If that's the board's pleasure, you don't have to take action on this today. We'll just take care of it Monday. We'll just need a simple majority.

Chairman Madigan said we'll get with your calendars for Monday.

No action was taken on this item.

Chairman Madigan noted that the Authority will next consider Business Item #6.

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

Motion by Warren, **Second** by Brown, to convene in Executive Session. **AYE:** Warren, Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

The Authority convened in Executive Session at 3:42 P.M. to discuss Executive Session Item #2, and returned to open session at 4:06 P.M.

Motion by Brown, **Second** by Walker, to return to Open Session. **AYE:** Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

Wilson read the title of Executive Session Item #2 as follows: "Pursuant to Section 307C.11, Title 25, Oklahoma Statutes, the board convened in executive session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, and the creation of a proposal to entice a business to locate within their jurisdiction if the public disclosure of which would violate the confidentiality of prospective business entities."

Wilson said that conversation occurred, and it's my understanding we have no action.

Adjournment

Motion by Walker, **Second** by Nance, to adjourn the March 26, 2026, special meeting. **AYE:** Brown, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

The meeting was adjourned at 4:08 P.M.

Item Title:

Consider and take action on approving the February 2026 Financial Report from Hatch, Croke and Associates.

Initiator: Matthew Modeste - Hatch, Croke and Associates

Information Source: Matthew Modeste - Hatch, Croke and Associates

Background:

Matthew Modeste of Hatch, Croke & Associates has prepared the Authority's financial statements for February 2026, 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 February 2026

Key Issues:

N/A

Funding Source:

LEDA

Recommended Action:

Approve the February 2026 Financial Report as presented.

ATTACHMENTS:

1. LEDA Financials February 2026

Financial Statements

**of
LAWTON ECONOMIC DEVELOPMENT AUTHORITY
For the Periods Ended February 28, 2026 and 2025**

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 February 28, 2026, and February 28, 2025, and the related statement of revenue and expenses for the 1 month and 8 months ended February 28, 2026, and February 28, 2025, and the related statement of cash flows for the 1 month and 8 months ended February 28, 2026 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 8 months ended February 28, 2026 and February 28, 2025, 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
April 13, 2026

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Net Position
February 28, 2026 and 2025

ASSETS

	As of Feb. 28, 2026	As of Feb. 28, 2025	Change	Pct
Current Assets				
Cash-BOK 2021 Interest #58.4	\$ 258,700.75	\$ 0.00	\$ 258,700.75	0
Cash-IBC Downtown TIF #5500	561,728.34	258,977.11	302,751.23	117
Cash-IBC TIF 2 #0944	1,925,520.22	532,498.24	1,393,021.98	262
Cash-CNB STEDI TIF #7680	236,966.18	4,828,339.28	(4,591,373.10)	(95)
Cash-Arvest TIF 2 Escrow #6585	0.00	72,351.39	(72,351.39)	(100)
Cash-BOK TIF2 #58-1 Restricted	160,865.11	1,853.08	159,012.03	999
Cash - CNB STEM #769	452,841.61	0.00	452,841.61	0
Cash-BOK 2019 Interest #58.2	155.50	0.00	155.50	0
Cash - CNB IntraFi	3,813,963.46	0.00	3,813,963.46	0
Interest Receivable - BOK	853.02	549.95	303.07	55
A/R - IBC	1,900.00	0.00	1,900.00	0
Sales & Use Tax Receivable	153,011.32	256,471.24	(103,459.92)	(40)
Property Tax Receivable TIF 1	10,186.00	10,875.00	(689.00)	(6)
Property Tax Receivable TIF 2	14,527.00	0.00	14,527.00	0
A/R-State Matching Curr Yr	594,097.41	629,189.79	(35,092.38)	(6)
A/R-State Matching Pr Yrs	<u>586,905.02</u>	<u>1,617,531.23</u>	<u>(1,030,626.21)</u>	<u>(64)</u>
Total Current Assets	\$ 8,772,220.94	\$ 8,208,636.31	\$ 563,584.63	7
Fixed Assets				
Land - Town Center Lot 3 & 8	1,391,760.65	1,376,188.00	15,572.65	1
Land - SW Bishop Rd 40 Acres	<u>405,500.00</u>	<u>405,500.00</u>	<u>0.00</u>	<u>0</u>
Total Fixed Assets	1,797,260.65	1,781,688.00	15,572.65	1
Other Assets				
N/R - Westwin Elements	<u>2,700,000.00</u>	<u>2,700,000.00</u>	<u>0.00</u>	<u>0</u>
Total Other Assets	<u>2,700,000.00</u>	<u>2,700,000.00</u>	<u>0.00</u>	<u>0</u>
Total Assets	\$ <u>13,269,481.59</u>	\$ <u>12,690,324.31</u>	\$ <u>579,157.28</u>	<u>5</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Net Position
February 28, 2026 and 2025

LIABILITIES AND NET POSITION

	As of Feb. 28, 2026	As of Feb. 28, 2025	Change	Pct
Current Liabilities				
Accounts Payable	\$ 37,091.42	\$ 11,326.38	\$ 25,765.04	227
Accrued Interest Payable	256,200.80	0.00	256,200.80	0
Total Current Liabilities	\$ 293,292.22	\$ 11,326.38	\$ 281,965.84	999
Long Term Liabilities				
N/P - CCIDA Westwin Project	2,000,000.00	2,000,000.00	0.00	0
N/P - Truist Financial	20,745,000.00	22,550,000.00	(1,805,000.00)	(8)
Payable to LURA-downtown plan	0.00	466,392.25	(466,392.25)	(100)
Payable to Repulic Paperboard	4,104,228.00	0.00	4,104,228.00	0
Payable to LEDC-TIF5 Incentive	243,535.00	243,535.00	0.00	0
Payable to LEDC-TIF4 Incentive	160,000.00	160,000.00	0.00	0
Payable to COL-TIF4 Incentives	325,543.33	325,543.33	0.00	0
Payable to COL - downtown plan	414,322.00	414,322.00	0.00	0
Payable to COL-Westwin Project	1,000,000.00	1,000,000.00	0.00	0
Payable to COL - Prof Fees	0.00	6,420.00	(6,420.00)	(100)
Payable to COL-Fisher59(TIF 5)	1,770,310.30	1,770,310.30	0.00	0
TIF2 Bricktown Brewery Escrow	0.00	72,351.39	(72,351.39)	(100)
Total Long Term Liabilitie	30,762,938.63	29,008,874.27	1,754,064.36	6
Net Position				
Invested in Capital Assets	1,797,260.65	1,781,688.00	15,572.65	1
Net Position-Rest(BOK Cash)	419,721.36	1,853.08	417,868.28	999
Net Position-Restr(TIF 4 STEM)	17,766.60	33,455.06	(15,688.46)	(47)
Net Position-Restr(TIF 3 STEM)	395,825.03	313,059.66	82,765.37	26
Net Position-Restr(TIF 5 STEM)	157.80	0.00	157.80	0
Net Position - Unrestricted	(18,128,869.99)	(20,464,368.33)	2,335,498.34	(11)
Change in Net Position	(2,288,610.71)	2,004,436.19	(4,293,046.90)	(214)
Total Net Position	(17,786,749.26)	(16,329,876.34)	(1,456,872.92)	9
Total Liabilities & Net	\$ 13,269,481.59	\$ 12,690,324.31	\$ 579,157.28	5

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses - Combined
For the Periods Ended February 28, 2026 and 2025

	1 Month Ended Feb. 28, 2026	Pct	1 Month Ended Feb. 28, 2025	Pct	8 Months Ended Feb. 28, 2026	Pct	8 Months Ended Feb. 28, 2025	Pct
Revenue								
Hotel/Motel Tax	\$ 17,995.00	7.77	\$ 45,068.00	6.81	\$ 180,056.00	6.11	\$ 204,690.00	7.84
State of OK Matching Funds	104,264.41	45.01	349,581.45	52.82	594,097.41	20.14	629,189.79	24.10
Property Tax Income	24,713.00	10.67	10,875.00	1.64	1,743,079.05	59.10	1,331,463.59	51.00
Sales and Use Tax	<u>84,685.41</u>	<u>36.56</u>	<u>256,274.45</u>	<u>38.72</u>	<u>432,036.41</u>	<u>14.65</u>	<u>445,495.79</u>	<u>17.06</u>
Total Revenue	<u>231,657.82</u>	<u>100.00</u>	<u>661,798.90</u>	<u>100.00</u>	<u>2,949,268.87</u>	<u>100.00</u>	<u>2,610,839.17</u>	<u>100.00</u>
Operating Expenses								
Advertising & Marketing	0.00	0.00	0.00	0.00	0.00	0.00	642.32	0.02
Bank Charges	0.00	0.00	35.00	0.01	2,535.00	0.09	70.00	0.00
Development Assistance	0.00	0.00	0.00	0.00	4,529,803.98	153.59	0.00	0.00
Interest Expense	42,700.13	18.43	28,302.10	4.28	349,031.62	11.83	378,568.68	14.50
License Fee - Lawton Lodging	11,996.67	5.18	0.00	0.00	142,403.33	4.83	86,895.34	3.33
Mowing/Debris Removal	0.00	0.00	0.00	0.00	3,040.00	0.10	1,280.00	0.05
Office Expense	0.00	0.00	0.00	0.00	0.00	0.00	140.61	0.01
Professional Fees - Accountin	1,125.00	0.49	1,876.38	0.28	10,000.00	0.34	10,891.38	0.42
Professional Fees - Legal	14,820.75	6.40	3,030.00	0.46	121,633.58	4.12	90,200.91	3.45
Professional Fees - Other	6,649.00	2.87	6,420.00	0.97	53,192.00	1.80	51,360.00	1.97
STEM Community Events	0.00	0.00	0.00	0.00	31,095.15	1.05	0.00	0.00
TIF-Cache Public Schools	4,596.26	1.98	0.00	0.00	28,051.47	0.95	17,644.88	0.68
TIF-Comanche Cty Commissio	7,444.90	3.21	370.92	0.06	23,754.25	0.81	20,877.11	0.80
TIF-Comanche County Hlth De	1,863.05	0.80	92.82	0.01	5,944.37	0.20	5,224.38	0.20
TIF-Great Plains Tech Center	11,098.20	4.79	552.94	0.08	35,410.77	1.20	31,121.81	1.19
TIF - Lawton Public Schools	<u>6,110.57</u>	<u>2.64</u>	<u>533.44</u>	<u>0.08</u>	<u>6,110.57</u>	<u>0.21</u>	<u>5,780.00</u>	<u>0.22</u>
Total Operating Expens	<u>108,404.53</u>	<u>46.80</u>	<u>41,213.60</u>	<u>6.23</u>	<u>5,342,006.09</u>	<u>181.13</u>	<u>700,697.42</u>	<u>26.84</u>
Operating Income	123,253.29	53.20	620,585.30	93.77	(2,392,737.22)	(81.13)	1,910,141.75	73.16
Interest Income	<u>11,790.78</u>	<u>5.09</u>	<u>11,452.57</u>	<u>1.73</u>	<u>104,126.51</u>	<u>3.53</u>	<u>94,294.44</u>	<u>3.61</u>
Total Other Income	<u>11,790.78</u>	<u>5.09</u>	<u>11,452.57</u>	<u>1.73</u>	<u>104,126.51</u>	<u>3.53</u>	<u>94,294.44</u>	<u>3.61</u>
Change in Net Positi	<u>\$ 135,044.07</u>	<u>58.29</u>	<u>\$ 632,037.87</u>	<u>95.50</u>	<u>\$ (2,288,610.71)</u>	<u>(77.60)</u>	<u>\$ 2,004,436.19</u>	<u>76.77</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Cash Flows
For the Period Ended February 28, 2026
INCREASE (DECREASE) IN CASH OR CASH EQUIVALENTS

	<u>1 Month Ended</u> <u>Feb. 28, 2026</u>	<u>8 Months Ended</u> <u>Feb. 28, 2026</u>
Cash Flow from Operating Activities		
Net Income (Loss)	\$ 135,044.07	\$ (2,288,610.71)
Adjustments to Reconcile Cash Flow		
Decrease (Increase) in Current Assets		
Interest Receivable - BOK	(282.35)	374.79
A/R COL - Hotel/Motel Tax	0.00	33,549.00
A/R - IBC	0.00	(1,900.00)
Sales & Use Tax Receivable	17,262.16	46,561.69
Property Tax Receivable TIF 1	(10,186.00)	13,105.83
Property Tax Receivable TIF 2	178,726.00	(14,527.00)
Property Tax Receivable TIF 3	1,383.00	0.00
Property Tax Receivable TIF 6	66,799.00	0.00
A/R-State Matching Curr Yr	(104,264.41)	621,800.60
A/R-State Matching Pr Yrs	0.00	(29,692.61)
Increase (Decrease) in Current Liabilities		
Accounts Payable	16,837.29	17,717.66
Accrued Interest Payable	42,700.13	70,539.12
TIF 3 Distributions Payable	<u>0.00</u>	<u>(32,598.02)</u>
Total Adjustments	<u>208,974.82</u>	<u>724,931.06</u>
Cash Provided (Used) by Operations	344,018.89	(1,563,679.65)
Cash Flow From Investing Activities		
Sales (Purchases) of Assets		
Cash Flow From Financing Activities		
Cash (Used) or provided by:		
N/P - Truist Financial	0.00	(1,805,000.00)
Payable to Republic Paperboard	<u>0.00</u>	<u>4,104,228.00</u>
Cash Provided (Used) by Financing	<u>0.00</u>	<u>2,299,228.00</u>
Net Increase (Decrease) in Cash	344,018.89	735,548.35
Cash at Beginning of Period	<u>7,066,722.28</u>	<u>6,675,192.82</u>
Cash at End of Period	\$ <u><u>7,410,741.17</u></u>	\$ <u><u>7,410,741.17</u></u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses - Operations
For the Periods Ended February 28, 2026 and 2025

	1 Month Ended Feb. 28, 2026	Pct	1 Month Ended Feb. 28, 2025	Pct	8 Months Ended Feb. 28, 2026	Pct	8 Months Ended Feb. 28, 2025	Pct
Revenue								
Operating Expenses								
Advertising & Marketing	0.00	0.00	0.00	0.00	0.00	0.00	642.32	0.00
Bank Charges	0.00	0.00	35.00	0.00	2,535.00	0.00	35.00	0.00
Interest Expense	42,700.13	0.00	28,302.10	0.00	349,031.62	0.00	378,568.68	0.00
Mowing/Debris Removal	0.00	0.00	0.00	0.00	3,040.00	0.00	0.00	0.00
Office Expense	0.00	0.00	0.00	0.00	0.00	0.00	140.61	0.00
Professional Fees - Accountin	1,125.00	0.00	1,876.38	0.00	10,000.00	0.00	10,891.38	0.00
Professional Fees - Legal	14,820.75	0.00	3,030.00	0.00	121,633.58	0.00	90,200.91	0.00
Professional Fees - Other	6,649.00	0.00	6,420.00	0.00	53,192.00	0.00	51,360.00	0.00
STEM Community Events	0.00	0.00	0.00	0.00	31,095.15	0.00	0.00	0.00
Total Operating Expens	<u>65,294.88</u>	<u>0.00</u>	<u>39,663.48</u>	<u>0.00</u>	<u>570,527.35</u>	<u>0.00</u>	<u>531,838.90</u>	<u>0.00</u>
Operating Income	(65,294.88)	0.00	(39,663.48)	0.00	(570,527.35)	0.00	(531,838.90)	0.00
Interest Income	11,790.78	0.00	11,452.57	0.00	104,126.51	0.00	94,294.44	0.00
Total Other Income	<u>11,790.78</u>	<u>0.00</u>	<u>11,452.57</u>	<u>0.00</u>	<u>104,126.51</u>	<u>0.00</u>	<u>94,294.44</u>	<u>0.00</u>
Change in Net Positi	<u>\$ (53,504.10)</u>	<u>0.00</u>	<u>\$ (28,210.91)</u>	<u>0.00</u>	<u>\$ (466,400.84)</u>	<u>0.00</u>	<u>\$ (437,544.46)</u>	<u>0.00</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 1
For the Periods Ended February 28, 2026 and 2025

	<u>1 Month Ended</u> <u>Feb. 28, 2026</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Feb. 28, 2025</u>	<u>Pct</u>	<u>8 Months Ended</u> <u>Feb. 28, 2026</u>	<u>Pct</u>	<u>8 Months Ended</u> <u>Feb. 28, 2025</u>	<u>Pct</u>
Revenue								
Property Tax Income	\$ <u>10,186.00</u>	<u>100.00</u>	\$ <u>10,875.00</u>	<u>100.00</u>	\$ <u>110,582.00</u>	<u>100.00</u>	\$ <u>136,375.00</u>	<u>100.00</u>
Total Revenue	<u>10,186.00</u>	<u>100.00</u>	<u>10,875.00</u>	<u>100.00</u>	<u>110,582.00</u>	<u>100.00</u>	<u>136,375.00</u>	<u>100.00</u>
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>0.03</u>
Total Operating Expenses	<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>0.03</u>
Operating Income	<u>10,186.00</u>	<u>100.00</u>	<u>10,875.00</u>	<u>100.00</u>	<u>110,582.00</u>	<u>100.00</u>	<u>136,340.00</u>	<u>99.97</u>
Change in Net Positi	\$ <u><u>10,186.00</u></u>	<u>100.00</u>	\$ <u><u>10,875.00</u></u>	<u>100.00</u>	\$ <u><u>110,582.00</u></u>	<u>100.00</u>	\$ <u><u>136,340.00</u></u>	<u>99.97</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 2
For the Periods Ended February 28, 2026 and 2025

	1 Month Ended Feb. 28, 2026	Pct	1 Month Ended Feb. 28, 2025	Pct	8 Months Ended Feb. 28, 2026	Pct	8 Months Ended Feb. 28, 2025	Pct
Revenue								
Hotel/Motel Tax	\$ 17,995.00	8.13	\$ 45,068.00	6.92	\$ 180,056.00	10.25	\$ 204,690.00	11.32
State of OK Matching Funds	104,264.41	47.08	349,581.45	53.71	594,097.41	33.83	629,189.79	34.80
Property Tax Income	14,527.00	6.56	0.00	0.00	549,778.71	31.31	528,728.83	29.24
Sales and Use Tax	<u>84,685.41</u>	<u>38.24</u>	<u>256,274.45</u>	<u>39.37</u>	<u>432,036.41</u>	<u>24.60</u>	<u>445,495.79</u>	<u>24.64</u>
Total Revenue	221,471.82	100.00	650,923.90	100.00	1,755,968.53	100.00	1,808,104.41	100.00
Operating Expenses								
License Fee - Lawton Lodging	11,996.67	5.42	0.00	0.00	142,403.33	8.11	86,895.34	4.81
Mowing/Debris Removal	<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>1,280.00</u>	<u>0.07</u>
Total Operating Expenses	<u>11,996.67</u>	<u>5.42</u>	<u>0.00</u>	<u>0.00</u>	<u>142,403.33</u>	<u>8.11</u>	<u>88,175.34</u>	<u>4.88</u>
Operating Income	<u>209,475.15</u>	<u>94.58</u>	<u>650,923.90</u>	<u>100.00</u>	<u>1,613,565.20</u>	<u>91.89</u>	<u>1,719,929.07</u>	<u>95.12</u>
Change in Net Positi	<u>\$ 209,475.15</u>	<u>94.58</u>	<u>\$ 650,923.90</u>	<u>100.00</u>	<u>\$ 1,613,565.20</u>	<u>91.89</u>	<u>\$ 1,719,929.07</u>	<u>95.12</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 3
For the Periods Ended February 28, 2026 and 2025

	1 Month Ended Feb. 28, 2026	Pct	1 Month Ended Feb. 28, 2025	Pct	8 Months Ended Feb. 28, 2026	Pct	8 Months Ended Feb. 28, 2025	Pct
Revenue								
Property Tax Income	\$ 0.00	0.00	\$ 0.00	0.00	\$ 836,675.34	100.00	\$ 496,309.76	100.00
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>836,675.34</u>	<u>100.00</u>	<u>496,309.76</u>	<u>100.00</u>
Operating Expenses								
Development Assistance	0.00	0.00	0.00	0.00	4,320,240.00	516.36	0.00	0.00
TIF-Cache Public Schools	2,486.06	0.00	0.00	0.00	25,941.27	3.10	17,644.88	3.56
TIF-Comanche Cty Commissio	1,728.66	0.00	0.00	0.00	18,038.01	2.16	16,858.05	3.40
TIF-Comanche County Hlth De	432.59	0.00	0.00	0.00	4,513.91	0.54	4,218.63	0.85
TIF-Great Plains Tech Center	<u>2,576.94</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>26,889.51</u>	<u>3.21</u>	<u>25,130.53</u>	<u>5.06</u>
Total Operating Expens	<u>7,224.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,395,622.70</u>	<u>525.37</u>	<u>63,852.09</u>	<u>12.87</u>
Operating Income	<u>(7,224.25)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(3,558,947.36)</u>	<u>(425.37)</u>	<u>432,457.67</u>	<u>87.13</u>
Change in Net Positi	<u>\$ (7,224.25)</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ (3,558,947.36)</u>	<u>(425.37)</u>	<u>\$ 432,457.67</u>	<u>87.13</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 4
For the Periods Ended February 28, 2026 and 2025

	<u>1 Month Ended</u> <u>Feb. 28, 2026</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Feb. 28, 2025</u>	<u>Pct</u>	<u>8 Months Ended</u> <u>Feb. 28, 2026</u>	<u>Pct</u>	<u>8 Months Ended</u> <u>Feb. 28, 2025</u>	<u>Pct</u>
Revenue								
Property Tax Income	\$ <u>0.00</u>	<u>0.00</u>	\$ <u>0.00</u>	<u>0.00</u>	\$ <u>177,666.00</u>	<u>100.00</u>	\$ <u>170,050.00</u>	<u>100.00</u>
Total Revenue	0.00	0.00	0.00	0.00	177,666.00	100.00	170,050.00	100.00
Operating Expenses								
TIF-Comanche Cty Commissio	4,211.52	0.00	370.92	0.00	4,211.52	2.37	4,019.06	2.36
TIF-Comanche County Hlth De	1,053.91	0.00	92.82	0.00	1,053.91	0.59	1,005.75	0.59
TIF-Great Plains Tech Center	6,278.17	0.00	552.94	0.00	6,278.17	3.53	5,991.28	3.52
TIF - Lawton Public Schools	<u>6,056.77</u>	<u>0.00</u>	<u>533.44</u>	<u>0.00</u>	<u>6,056.77</u>	<u>3.41</u>	<u>5,780.00</u>	<u>3.40</u>
Total Operating Expens	<u>17,600.37</u>	<u>0.00</u>	<u>1,550.12</u>	<u>0.00</u>	<u>17,600.37</u>	<u>9.91</u>	<u>16,796.09</u>	<u>9.88</u>
Operating Income	<u>(17,600.37)</u>	<u>0.00</u>	<u>(1,550.12)</u>	<u>0.00</u>	<u>160,065.63</u>	<u>90.09</u>	<u>153,253.91</u>	<u>90.12</u>
Change in Net Positi	<u>\$ (17,600.37)</u>	<u>0.00</u>	<u>\$ (1,550.12)</u>	<u>0.00</u>	<u>\$ 160,065.63</u>	<u>90.09</u>	<u>\$ 153,253.91</u>	<u>90.12</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 5
For the Periods Ended February 28, 2026 and 2025

	<u>1 Month Ended</u> <u>Feb. 28, 2026</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Feb. 28, 2025</u>	<u>Pct</u>	<u>8 Months Ended</u> <u>Feb. 28, 2026</u>	<u>Pct</u>	<u>8 Months Ended</u> <u>Feb. 28, 2025</u>	<u>Pct</u>
Revenue								
Property Tax Income	\$ 0.00	0.00	\$ 0.00	0.00	\$ 1,578.00	100.00	\$ 0.00	0.00
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,578.00</u>	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>
Operating Expenses								
Development Assistance	0.00	0.00	0.00	0.00	209,563.98	999.00	0.00	0.00
TIF-Comanche Cty Commissio	37.41	0.00	0.00	0.00	37.41	2.37	0.00	0.00
TIF-Comanche County Hlth De	9.36	0.00	0.00	0.00	9.36	0.59	0.00	0.00
TIF - Great Plains Tech Center	2,243.09	0.00	0.00	0.00	2,243.09	142.15	0.00	0.00
TIF - Lawton Public Schools	<u>53.80</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>53.80</u>	<u>3.41</u>	<u>0.00</u>	<u>0.00</u>
Total Operating Expens	<u>2,343.66</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>211,907.64</u>	<u>999.00</u>	<u>0.00</u>	<u>0.00</u>
Operating Income	<u>(2,343.66)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(210,329.64)</u>	<u>(999.00)</u>	<u>0.00</u>	<u>0.00</u>
Change in Net Positi	<u>\$ (2,343.66)</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ (210,329.64)</u>	<u>(999.00)</u>	<u>\$ 0.00</u>	<u>0.00</u>

Item Title:

Receive a report from the City of Lawton Department of Public Utilities and consider and take action on approving the use of \$9,778.00 of the project contingency for the additional cost of the roadway concrete due to the requirement of an updated concrete specification by the City, and also approving Request for Reimbursement No. 10 from Fisher59 Properties in the amount of \$186,972.45 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: Richard Rogalski - LEDA Executive Director

Information Source: Willie Whisenhunt, Director, Michaela Bertoch, Administrative Assistant

Background:

This agenda item involves receiving a report from the City of Lawton Department of Public Utilities regarding updated concrete specifications required for the project’s roadway improvements. As a result of these updated requirements, additional costs have been incurred, necessitating the use of \$9,778.00 from the project contingency to cover the increased expense associated with the roadway concrete.

Additionally, this item includes consideration of Request for Reimbursement No. 10 submitted by Fisher59 Properties in the amount of \$186,972.45. This reimbursement request is for costs associated with public improvements related to the construction of a new warehouse and distribution center. The request is being made in accordance with the terms outlined in the First Amended Redevelopment Agreement between LEDA and Fisher59 Properties, which was approved on January 14, 2025. Action is requested to approve both the use of contingency funds and the reimbursement request.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Fisher59 Pay App 010

Key Issues:

N/A

Funding Source:

City of Lawton / LEDC

Recommended Action:

Approve the use of project contingency in the amount of \$9,778.00, and approve payment of Pay Application 010 from Fisher59 Properties in the amount of \$186,972.45.

ATTACHMENTS:

1. Pay Application 10



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

4/15/2026

Mr. Richard Rogalski, PE
LEDA Executive Director

RE: Fisher 59 Pay Application 010

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 010 to be paid in the amount of \$186,972.45.

The recommendation to approve this pay application is contingent upon LEDA's approval for use of \$9,778 of the Project Contingency line item.

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

Memo

To: Lawton Economic Development Authority (LEDA)
From: Brett Walford
cc: Richard Rogalski
Date: 4/14/26
Re: Request No: **10** – Lawton Redevelopment Agreement Reimbursement

In Summary:

Expenses included in this request are:

1. Bob Moore Construction	\$	186,972.45
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: \$ **186,972.45**

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: 010**

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: \$ 186,972.45**

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 1st day of APRIL, 2026.

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

By:

Name:

Title:

Brett Walford
Brett Walford
President of Properties

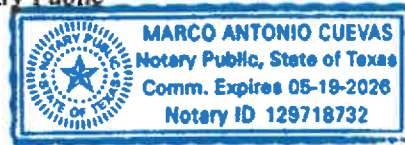
STATE OF TEXAS)
) ss.
COUNTY OF DENTON)

Before me, a Notary Public in and for said State, on this 1 day of APRIL, 2026, personally appeared BRETT WALFORD to me known to be the identical person who subscribed the name of **FISHER59 PROPERTIES, L.L.C.**, to the foregoing instrument as its PRESIDENT, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Marco Cuevas
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: 70295-10 Rev
APPLICATION: Fisher 59 Road
PERIOD FROM: 1-Dec-25
TO: 31-Jan-26
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

Approved this Month Number	Date Approved	ADDITIONS	DEDUCTIONS	TOTAL
CHANGE ORDER SUMMARY				
Change Orders approved in previous months by Owner:				
		44,351.00		44,351.00
				0.00
Totals				
		44,351.00		44,351.00
Net change by Change Orders				
				186,972.45
				419,509.16

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.....	\$ 1,445,127.61
[Column G on G703]	
5. RETAINAGE:	
a. 10% of Completed Work	
(Column D + E on G703)	\$ 144,512.77
b. 10% of Stored Material	
(Column F on G703)	\$ 0
Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$ 144,512.77
6. TOTAL EARNED LESS RETAINAGE.....	\$ 1,300,614.84
[Line 4 less Line 5 Total]	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 1,113,642.39
[Line 6 from prior certificate]	
8. CURRENT PAYMENT DUE.....	\$ 186,972.45
[Line 6 less Line 7]	
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 419,509.16
[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.

STATE OF: TEXAS, **COUNTY OF:** TARRANT

Subscribed and sworn to before me this 14th day of April 2025

CONTRACTOR: BOB MOORE CONSTRUCTION, INC.

Notary Public:

My Commission expires: _____

By: _____ **Date:** 4/14/2026

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.												
Application : # 70295-10												
Pay Period: 12/1/2025 To: 1/31/2026 Delay Days to Date:												
Project Name: Fisher 59 Road												
Project # 70295												
Item No.	Description of Work	Original	Changes from Previous Applications	Scheduled Value Change this Period	Current	Previous Application	Work in Place	This Application Stored Material	Compltd & Stored to Date	%	Balance to Finish	Retainage 10%
	General Conditions	54,155.00		7,803.03	61,958.03	54,839.56	7,118.47		61,958.03	100%	0.00	6,195.80
	Testing & Inspection	58,750.00			58,750.00	0.00			0.00	0%	58,750.00	0.00
	Earthwork	279,479.00		(7,803.03)	271,675.97	235,685.00	35,990.97		271,675.97	100%	0.00	27,167.60
	Site Utilities - Water/Sewer to Building	526,942.00			526,942.00	465,352.90	0.00		465,352.90	88%	61,589.10	46,535.29
	Landscape & Irrigation	42,263.00			42,263.00	0.00	42,263.00		42,263.00	100%	0.00	4,226.30
	Site Concrete	565,871.00	\$ 9,778.00		575,649.00	375,941.10	99,853.95		475,795.05	83%	99,853.95	47,579.51
	General Liability Insurance	9,916.00			9,916.00	9,916.00			9,916.00	100%	0.00	991.60
	Building Permit	10,000.00			10,000.00	0.00			0.00	0%	10,000.00	0.00
	Builders Risk Insurance	1,586.00			1,586.00	1,586.00			1,586.00	100%	0.00	158.60
	Project Contingency	46,469.00	\$ (9,778.00)		36,691.00	0.00			0.00	0%	36,691.00	0.00
	Fee	63,817.00			63,817.00	47,460.22	16,356.78		63,817.00	100%	0.00	6,381.70
	Payment & Performance Bonds	16,525.00			16,525.00	16,525.00			16,525.00	100%	0.00	1,652.50
I	Road Extension Bonds:											
	BMC Bond Fee		6,163.66		6,163.66	6,163.66			6,163.66	100%	0.00	616.37
	Premier Earthworks Bond Fee		15,225.00		15,225.00	9,061.00	6,164.00		15,225.00	100%	0.00	1,522.50
	WW Builders Bond Fee		14,850.00		14,850.00	14,850.00			14,850.00	100%	0.00	1,485.00
	Unused Bond Fee		8,112.34		8,112.34	0.00			0.00	0%	8,112.34	0.00
	Total	1,675,773.00	44,351.00	0.00	1,720,124.00	1,237,380.44	207,747.17	0.00	1,445,127.61	86%	274,996.39	144,512.77

70295 Fisher 59 Road Extension - Lawton, Oklahoma

Pay Application 70295-10							December - January
General Conditions							
Cost Code	BMC Description	Gabriel Description	Previously Billed	Billed This Application	Completed to Date	Retainage	Net
1-222	Office Supplies	Safety Equipment - Hardhats, Glasses, Harnesses, Nets, Barricades, etc.	\$ 1,248.53		\$ 1,248.53	\$ 124.85	\$ -
1-200	Job Container	Storage Trailer Rental	\$ 467.62		\$ 467.62	\$ 46.76	\$ -
1-220	Office Trailer	Field Office or Trailer Rental	\$ 4,811.17		\$ 4,811.17	\$ 481.12	\$ -
1-450	Temporary Telephone (Wi-Fi)	Telephone/Fax/Internet Service & Expense	\$ 2,790.01		\$ 2,790.01	\$ 279.00	\$ -
1-720	Jobsite Technology	Technology Fee	\$ 2,250.00		\$ 2,250.00	\$ 225.00	\$ -
16-010	Temporary Power	Temporary Power Service Usage	\$ -		\$ -	\$ -	\$ -
1-400	Temporary Water	Temporary Water	\$ -		\$ -	\$ -	\$ -
	Incl. with 1-222	Field Ice, Cups & Water	\$ -		\$ -	\$ -	\$ -
1-250	Portable Toilets	Temporary Toilets	\$ 4,969.11		\$ 4,969.11	\$ 496.91	\$ -
2-550	Daily Clean UP / Temp Labor	Weekly Cleanup (labor, material, and equipment)	\$ 9,828.98	\$ 7,118.47	\$ 16,947.45	\$ 1,694.75	\$ 6,406.62
6-600	Final Cleaning	Final Cleanup	\$ -		\$ -	\$ -	\$ -
1-710	Dumpster Pulls	Debris Hauling/Removal	\$ 3,063.50		\$ 3,063.50	\$ 306.35	\$ -
2-031	Equipment Rental	Equipment Rental - Air Compressors, Generators, Jack-Hammers, Welders, etc.	\$ 20,537.28		\$ 20,537.28	\$ 2,053.73	\$ -
1-560	Courier Service (FedEx)	Courier Expense	\$ 135.37		\$ 135.37	\$ 13.54	\$ -
1-590	Safety	Safety Program Implementation & Management	\$ 1,697.17		\$ 1,697.17	\$ 169.72	\$ -
2-020	Layout & Staking	Survey & Layout	\$ 2,465.82		\$ 2,465.82	\$ 246.58	\$ -
1-765	Photos / Aerial Photos	Jobsite Camera	\$ 575.00		\$ 575.00	\$ 57.50	\$ -
	Total General Conditions		\$ 54,839.56	\$ 7,118.47	\$ 61,958.03	\$ 6,195.81	\$ 6,406.62
Subcontractors							
		Testing & Inspection	\$ -	\$ -	\$ -	\$ -	\$ -
		Earthwork - Premier Earthwork/Clear Fork	\$ 235,685.00	\$ 35,990.97	\$ 271,675.97	\$ 27,167.60	\$ 32,391.87
		Site Utilities - Water/Sewer to Building - Premier Earthwork	\$ 465,352.90	\$ -	\$ 465,352.90	\$ 46,535.29	\$ -
		Landscape & Irrigation	\$ -	\$ 42,263.00	\$ 42,263.00	\$ 4,226.30	\$ 38,036.70
		Site Concrete	\$ 375,941.10	\$ 99,853.95	\$ 475,795.05	\$ 47,579.50	\$ 89,868.56
		General Liability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
		Building Permit	\$ -	\$ -	\$ -	\$ -	\$ -
		Payment & Performance Bonds	\$ 16,525.00	\$ -	\$ 16,525.00	\$ 1,652.50	\$ -
		Road Extension Bonds	\$ 30,074.66	\$ 6,164.00	\$ 36,238.66	\$ 3,623.87	\$ 5,547.60
	Total Subcontractors		\$ 1,123,578.66	\$ 184,271.92	\$ 1,307,850.58	\$ 130,785.06	\$ 165,844.73
		General Liability Insurance	\$ 9,916.00	\$ -	\$ 9,916.00	\$ 991.60	\$ -
		Building Permit	\$ -	\$ -	\$ -	\$ -	\$ -
		Builders Risk Insurance	\$ 1,586.00	\$ -	\$ 1,586.00	\$ 158.60	\$ -
		Project Contingency	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL		\$ 1,189,920.22	\$ 191,390.39	\$ 1,381,310.61	\$ 138,131.07	\$ 172,251.35
		Fee	\$ 47,460.22	\$ 16,356.78	\$ 63,817.00	\$ 6,381.70	\$ 14,721.10
	TOTAL		\$ 1,237,380.44	\$ 207,747.17	\$ 1,445,127.61	\$ 144,512.77	\$ 186,972.45

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 **\$332,887.31** 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 1/25/2026** (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).

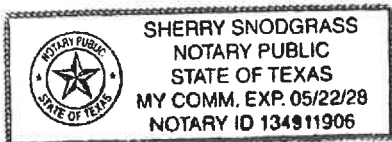
Date 3/23/2026

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 23rd day of March 2026 to certify which witness by hand and seal of office.




Notary Public, State of Texas

Subject: Bob Moore Payment Confirmation
Date: Wednesday, April 1, 2026 at 11:32:37 AM Central Daylight Time
From: Marco Cuevas
To: Brett Walford
Attachments: image.png, image.png, Outlook-o22roj23.png

Bob Moore Construction, INC	70295-10	02/19/2026	\$332,887.31	Paid
Bob Moore Construction, INC	70294-14	02/19/2026	\$957,090.79	Paid



February 28, 2026 through March 31, 2026
 Account Number: 000000 [REDACTED]

Withdrawals and Debits (continued)

Ledger Date	Description	Amount
03/19	Orig CO Name: Duvel USA Orig ID: 1270038233 Desc Date: CO Entry Descr: 20260311 Sec: CCD Trace#: 101000696204564 Eed: 260319 Ind ID: Fisher59, LLC Ind Name: Fisher59, LLC TX Trn: 0786204564Tc	4,631.60
03/19	Orig CO Name: Netchex Orig ID: 9539775001 Desc Date: CO Entry Descr: Collectionsec: CCD Trace#: 021000026204568 Eed: 260319 Ind ID: 751669730 Ind Name: Fisher59 LLC Trn: 0786204568Tc	2.20
03/19	Fedwire Debit Via Umb Bk NA/101000695 A/C. Bmc Inc US Imad: 0319MmqImp2M027925 Trn: 7538800078Jo YOUR REF. NONREF	1,289,978.10
03/20	Deposited Item Returned 000101305 #	2,201.77
03/20	Orig CO Name: Sazerac Company, Orig ID: 9720310180 Desc Date: CO Entry Descr: AR Cash Sec: PPD Trace#: 091000017924253 Eed: 260320 Ind ID: 1401637 Ind Name: Fisher59 LLC Trn: 0797924253Tc	302,974.30
03/20	Orig CO Name: Mcbc USA LLC Orig ID: 3262387410 Desc Date: CO Entry Descr: Corp Pymntsec: CTX Trace#: 111000027924260 Eed: 260320 Ind ID: 10001400013187 Ind Name: 0014Fisher59 LLC Trn: 0797924260Tc	71,884.00
03/20	Orig CO Name: Mcbc USA LLC Orig ID: 3262387410 Desc Date: CO Entry Descr: Corp Pymntsec: CTX Trace#: 111000027924275 Eed: 260320 Ind ID: 10001400013319 Ind Name: 0009Fisher59 LLC Trn: 0797924275Tc	55,551.11
03/20	Orig CO Name: The Gambrinus CO Orig ID: 1742404037 Desc Date: CO Entry Descr: Debit Sec: CCD Trace#: 114000097924255 Eed: 260320 Ind ID: Miller Denton Ind Name: 99127 Miller of Denton Trn: 0797924255Tc	37,576.40
03/20	Orig CO Name: Boston Beer CO. Orig ID: 1042845390 Desc Date: 260320 CO Entry Descr: AR Cash Sec: CCD Trace#: 0510000170000219	36,080.64



Marco Cuevas
 Accounting Manager
 (940)566-6717 ext. 5932

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

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 \$208,207.80 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 01/31/26 (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).

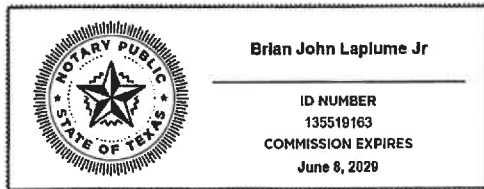
Date 03/24/2026

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 March, 2026 to certify which witness by hand and seal of office.



Brian John Laplume Jr
Notary Public, State of Texas
Electronically signed and notarized online using the Proof platform.
DRIVER LICENSE

	BOB MOORE CONSTRUCTION, INC. 3611 WILLIAM D TATE AVENUE GRAPEVINE, TX 76051 (817) 640-1200	UMB BANK, N.A. KANSAS CITY, MISSOURI	15-89 1010	6052
	DATE	CHECK NO	AMOUNT	
	March 19, 2026	6052	\$****208,207.80	
Pay: *****Two hundred eight thousand two hundred seven dollars and 80 cents				
PAY TO THE ORDER OF	Clear Fork Construction, Inc. 6630 Corporation Parkway Ste 220 Fort Worth, TX 76126			
#006052# @101000695# #9872767357#				

20260324009404803267

POSTAL CHECK VERB
 X *For deposit only*
Clear Fork Construction
01878 339 779
 CHECK HERE IF MOBILE DEPOSIT

Check Information

Check Number:000006052
 Account Number:9872767357
 Amount:\$208207.80
 Post Date:2026-03-25
 R/T:101000695
 DIN:83208015

Return Reason:N/A



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.: 3
Period To: 01/31/26
Application Date: 01/12/26
Project No.: 70295
Contract Date: 09/29/25
Commitment: 70295-14725

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 \$208,207.80
 (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.

- 1. ORIGINAL CONTRACT AMOUNT \$36,092.00
- 2. NET CHANGE BY CHANGE ORDERS \$251,079.00
- 3. CONTRACT SUM TO DATE \$287,171.00
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G) \$287,171.00
- 5. RETAINAGE
 - 10.00% of Completed Work \$28,717.10
 - (Columns D + E)
 - 10.00% of Stored Materials
 - (Columns F)
- Total Retainage \$28,717.10
- (Line 5a + Line 5b OR Sum of Column I)
- 6. TOTAL EARNED LESS RETAINAGE \$258,453.90
- (Line 4 less Line 5 Total)
- 7. LESS PRIOR CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$50,246.10
- 8. CURRENT PAYMENT DUE \$208,207.80
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$28,717.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$19,737.00	\$0.00
Total approved this month	\$231,342.00	\$0.00
TOTALS	\$251,079.00	\$0.00
NET CHANGES by Change Orders		\$251,079.00

CONTINUATION SHEET

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

APPLICATION NO.: 3
 APPLICATION DATE: 01/12/26
 PERIOD TO: 01/31/26
 PROJECT NO.: 70295

Clear Fork Construction, Inc.

COST CODE	ITEM NUM	DESCRIPTION OF WORK	C	D		E	F	G	H	I	
				SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)						WORK COMPLETED THIS PERIOD
	1	Equipment Mobilization	\$1,578.00	\$1,578.00	-	-	-	\$1,578.00	-	100.00%	\$157.80
	2	Staking & Engineering	\$1,386.00	\$1,386.00	-	-	-	\$1,386.00	-	100.00%	\$138.60
	3	Dozer 1	\$2,489.00	\$2,489.00	-	-	-	\$2,489.00	-	100.00%	\$248.90
	4	Dozer 2	\$2,489.00	\$2,489.00	-	-	-	\$2,489.00	-	100.00%	\$248.90
	5	Water truck	\$1,656.00	\$1,656.00	-	-	-	\$1,656.00	-	100.00%	\$165.60
	6	Fuel	\$4,281.00	\$4,281.00	-	-	-	\$4,281.00	-	100.00%	\$428.10
	7	Water meter & water	\$919.00	\$919.00	-	-	-	\$919.00	-	100.00%	\$91.90
	8	Grader	\$2,074.00	\$2,074.00	-	-	-	\$2,074.00	-	100.00%	\$207.40
	9	Travel	\$284.00	\$284.00	-	-	-	\$284.00	-	100.00%	\$28.40
	10	Lodging	\$1,705.00	\$1,705.00	-	-	-	\$1,705.00	-	100.00%	\$170.50
	11	Per Diem	\$852.00	\$852.00	-	-	-	\$852.00	-	100.00%	\$85.20
	12	Staking & Engineering	\$2,526.00	\$2,526.00	-	-	-	\$2,526.00	-	100.00%	\$252.60
	13	Import Fill	\$9,834.00	\$9,834.00	-	-	-	\$9,834.00	-	100.00%	\$983.40
	14	Operators	\$3,388.00	\$3,388.00	-	-	-	\$3,388.00	-	100.00%	\$338.80
	15	SWPPP maintenance	\$631.00	\$631.00	-	-	-	\$631.00	-	100.00%	\$63.10
2-100	1	(CO #001)	\$19,737.00	\$19,737.00	-	-	-	\$19,737.00	-	100.00%	\$1,973.70
2-100	1	(CO #002)	\$231,342.00	-	\$231,342.00	-	-	\$231,342.00	-	100.00%	\$23,134.20
PAYMENT TOTALS			\$287,171.00	\$55,829.00	\$231,342.00	\$231,342.00	\$287,171.00	\$287,171.00	-	100.00%	\$28,717.10

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 \$16,565.18 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: Paving/Sealants/Landscaping thru 01/31/26 (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.


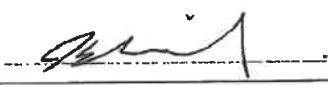

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project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

Date 3/24/26
WW BUILDERS INC (Company name)
By [Signature] (Signature)
VP (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 24 day of March, 2026 to certify which witness by hand and seal of office.

[Signature]
Notary Public, State of Texas



	BOB MOORE CONSTRUCTION, INC. 3811 WILLIAM D TATE AVENUE GRAPEVINE, TX 76051 (817) 640-1200	UMB BANK, N.A. KANSAS CITY MISSOURI	18-99 1010	6053
	DATE	CHECK NO	AMOUNT	
	March 19, 2026	6053	\$*****16,565.18	
Pay: *****Sixteen thousand five hundred sixty-five dollars and 18 cents				
PAY TO THE ORDER OF	WW Builders, Inc. 2625 US 81 South Duncan, OK 73533			
				

ENDORSE CHECK HERE

X
PAY TO THE ORDER OF
BANK OF COMMERCIE
DUNCAN, OK 73534-0070
103112992
FOR DEPOSIT ONLY
W.W. BUILDERS, INC.
 CHECK/DEPOSIT REPORT
DO NOT EXCHANGE STAMPS OR
STICKERS ON CHECKS ONLY BY
W.W. BUILDERS, INC.
2025-03-27 16:43
08869333616

Check Information

Check Number:000006053
 Account Number:9872767357
 Amount:\$16565.18
 Post Date:2026-03-30
 R/T:101000695
 DIN:81293762

Return Reason:N/A



APPLICATION FOR PAYMENT

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

Project: Fisher 59 Road

From: WW BUILDERS INC
2625 S Hwy 81
DUNCAN, OK 73533

Contract For: Paving/Sealants/Landscaping

Application No.: 5
Period To: 01/31/26
Application Date: 01/19/26
Project No.: 70295
Contract Date: 11/19/24
Commitment: 70295-95895

1. ORIGINAL CONTRACT AMOUNT \$484,773.00
2. NET CHANGE BY CHANGE ORDERS \$42,470.00
3. CONTRACT SUM TO DATE \$527,243.00
4. TOTAL COMPLETED AND STORED TO DATE \$523,016.70
(Column G)
5. RETAINAGE \$52,301.67
 - 10.00% of Completed Work
 - (Columns D + E)
 - 10.00% of Stored Materials
 - (Columns F)
- Total Retainage \$52,301.67
(Line 5a + Line 5b OR Sum of Column I)
6. TOTAL EARNED LESS RETAINAGE \$470,715.03
(Line 4 less Line 5 Total)
7. LESS PRIOR CERTIFICATES FOR PAYMENT \$454,149.85
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$16,565.18
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$56,527.97
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$42,470.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$42,470.00	\$0.00
NET CHANGES by Change Orders		\$42,470.00

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 Architects 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 \$16,565.18

(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.

APPLICATION NO.: 5

APPLICATION DATE: 01/19/26

PERIOD TO: 01/31/26

PROJECT NO.: 70295

WW BUILDERS INC

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)	THIS PERIOD					
	1	Agg Base	\$54,250.00	\$54,250.00	-	-	-	\$54,250.00	-	\$5,425.00
	2	Sodding/Seeding	\$42,263.00	\$27,470.95	\$10,565.75	-	-	\$38,036.70	\$4,226.30	\$3,803.67
	3	Site Concrete W/Agg Base	\$378,460.00	\$378,460.00	-	-	-	\$378,460.00	-	\$37,846.00
	4	Flat Work Joint Sealing	\$9,800.00	\$1,960.00	\$7,840.00	-	-	\$9,800.00	-	\$960.00
3-101	1	(CO #001)	\$14,850.00	\$14,850.00	-	-	-	\$14,850.00	-	\$1,485.00
3-101	1	(CO #002)	\$9,778.00	\$9,778.00	-	-	-	\$9,778.00	-	\$977.80
3-101	1	(CO #003)	\$17,842.00	\$17,842.00	-	-	-	\$17,842.00	-	\$1,784.20
PAYMENT TOTALS			\$527,243.00	\$504,610.95	\$18,405.75	-	-	\$523,016.70	\$4,226.30	\$52,301.67

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 **\$102,437.95** 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: **Paving/Sealants/Landscaping thru 12/31/25** (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

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


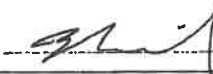
The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project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

Date 3/24/26
WW BUILDERS INC (Company name)
By [Signature] (Signature)
VP (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 24 day of March, 2026 to certify which witness by hand and seal of office.

[Signature]
Notary Public, State of Texas



	BOB MOORE CONSTRUCTION, INC. 3611 WILLIAM D TATE AVENUE GRAPEVINE, TX 76051 (817) 640-1200	UMB BANK N.A. KANSAAS CITY, MISSOURI	18-19 1010	6050
	DATE	CHECK NO.	AMOUNT	
	March 19, 2026	6050	\$****102,437.95	
Pay: *One hundred two thousand four hundred thirty-seven dollars and 95 cents				
PAY TO THE ORDER OF	WW Builders, Inc. 2625 US 81 South Duncan, OK 73533			
⑈006050⑈ ⑆101000695⑆ ⑆9872767357⑆				

	<input checked="" type="checkbox"/> PAY TO THE ORDER OF BANK OF COMMERCIAL DUNCAN, OK 73534-0070 103112992 FOR DEPOSIT ONLY W.W. BUILDERS, INC. 2625 US 81 SOUTH DUNCAN, OK 73533 15:43 0886533617
--	--

Check Information

Check Number:0000006050
 Account Number:9872767357
 Amount:\$102437.95
 Post Date:2026-03-30
 R/T:101000695
 DIN:81293763

Return Reason:N/A



APPLICATION FOR PAYMENT

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

From: WW BUILDERS INC
 2625 S Hwy 81
 DUNCAN, OK 73533

Contract For: Paving/Sealants/Landscaping

Application No.: 4
 Period To: 12/31/25
 Application Date: 12/18/25
 Project No.: 70295
 Contract Date: 11/19/24
 Commitment: 70295-95895

1. ORIGINAL CONTRACT AMOUNT \$484,773.00
2. NET CHANGE BY CHANGE ORDERS \$42,470.00
3. CONTRACT SUM TO DATE \$527,243.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G) \$504,610.95
5. RETAINAGE
 - 10.00% of Completed Work \$50,461.10
 - (Columns D + E)
 - 10.00% of Stored Materials -
 - (Columns F)
 - Total Retainage \$50,461.10
 - (Line 5a + Line 5b OR Sum of Column I)
6. TOTAL EARNED LESS RETAINAGE \$454,149.85
- (Line 4 less Line 5 Total)
7. LESS PRIOR CERTIFICATES FOR PAYMENT \$351,711.90
- (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$102,437.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$73,093.15
- (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 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 \$102,437.95

(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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$42,470.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$42,470.00	\$0.00
NET CHANGES by Change Orders		\$42,470.00

CONTINUATION SHEET

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

APPLICATION NO.: 4
 APPLICATION DATE: 12/18/25
 PERIOD TO: 12/31/25
 PROJECT NO.: 70295

WW BUILDERS INC

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	Agg Base	\$54,250.00	\$54,250.00	-	-	-	\$54,250.00	-	\$5,425.00
	2	Sodding/Seeding	\$42,263.00	-	\$27,470.95	-	-	\$27,470.95	\$14,792.05	\$2,747.10
	3	Site Concrete W/Agg Base	\$378,460.00	\$321,691.00	\$56,769.00	-	-	\$378,460.00	-	\$37,846.00
	4	Flat Work Joint Sealing	\$9,800.00	-	\$1,960.00	-	-	\$1,960.00	\$7,840.00	\$196.00
3-101	1	(CO #001)	\$14,850.00	\$14,850.00	-	-	-	\$14,850.00	-	\$1,485.00
3-101	1	(CO #002)	\$9,778.00	-	\$9,778.00	-	-	\$9,778.00	-	\$977.80
3-101	1	(CO #003)	\$17,842.00	-	\$17,842.00	-	-	\$17,842.00	-	\$1,784.20
PAYMENT TOTALS			\$527,243.00	\$390,791.00	\$113,619.95	-	-	\$504,610.95	\$22,632.05	\$50,461.10

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 \$3,803.67 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: Paving/Sealants/Landscaping thru 02/28/26 (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 4/14/26
WW BUILDERS INC (Company name)
By [Signature] (Signature)
VP (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 14 day of April, 2026 to certify which witness by hand and seal of office.

[Signature]
Notary Public, State of Texas





BOB MOORE CONSTRUCTION, INC.
3611 WILLIAM D TATE AVENUE
GRAPEVINE, TX 76051
(817) 640-1200

UMB BANK, N.A.
KANSAS CITY, MISSOURI

18-99
TOTL

6259

DATE

CHECK NO.

AMOUNT

April 9, 2026

6259

\$*****3,803.67

Pay: *****Three thousand eight hundred three dollars and 67 cents

**PAY
TO THE
ORDER
OF**

WW Builders, Inc.
2625 US 81 South
Duncan, OK 73533

⑈006259⑈

⑆101000695⑆

⑈9872767357⑈

ENDORSE CHECK HERE

X

CHECK HERE IF MOBILE DEPOSIT

FOR DEPOSIT ONLY

DO NOT SIGN/WRITE/STAMP

WW BUILDERS INC
2026-04-13 16:06
0386965408

PAY TO THE ORDER OF
BANK OF COMMERCIAL
DUNCAN, OK 73534-0070
103112992
FOR DEPOSIT ONLY
W.W. BUILDERS, INC.
0104922

APPLICATION FOR PAYMENT

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

From: WW BUILDERS INC
 2625 S Hwy 81
 DUNCAN, OK 73533

Contract For: Paving/Sealants/Landscaping

Application No.: 6
 Period To: 02/28/26
 Application Date: 02/20/26
 Project No.: 70295
 Contract Date: 11/19/24
 Commitment: 70295-95895

- 1. ORIGINAL CONTRACT AMOUNT \$484,773.00
- 2. NET CHANGE BY CHANGE ORDERS \$42,470.00
- 3. CONTRACT SUM TO DATE \$527,243.00
- 4. TOTAL COMPLETED AND STORED TO DATE \$527,243.00

- 5. RETAINAGE (Column G)
- 10.00% of Completed Work \$52,724.30
- (Columns D + E)
- 10.00% of Stored Materials -
- (Columns F)

- Total Retainage \$52,724.30
- (Line 5a + Line 5b OR Sum of Column I)
- 6. TOTAL EARNED LESS RETAINAGE \$474,518.70
- (Line 4 less Line 5 Total)
- 7. LESS PRIOR CERTIFICATES FOR PAYMENT \$470,715.03
- (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$3,803.67
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$52,724.30
- (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$42,470.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$42,470.00	\$0.00
NET CHANGES by Change Orders		\$42,470.00

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: _____ Date: _____
 By: _____
 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 \$3,803.67
 (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: _____ Date: _____
 By: _____
 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.

APPLICATION NO.: 6
 APPLICATION DATE: 02/20/26
 PERIOD TO: 02/28/26
 PROJECT NO.: 70295

WW BUILDERS INC

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	Agg Base	\$54,250.00	\$54,250.00	-	-	-	\$54,250.00	-	\$5,425.00
	2	Sodding/Seeding	\$42,263.00	\$38,036.70	\$4,226.30	-	-	\$42,263.00	-	\$4,226.30
	3	Site Concrete W/Agg Base	\$378,460.00	\$378,460.00	-	-	-	\$378,460.00	-	\$37,846.00
	4	Flat Work Joint Sealing	\$9,800.00	\$9,800.00	-	-	-	\$9,800.00	-	\$980.00
3-101	1	(CO #001)	\$14,850.00	\$14,850.00	-	-	-	\$14,850.00	-	\$1,485.00
3-101	1	(CO #002)	\$9,778.00	\$9,778.00	-	-	-	\$9,778.00	-	\$977.80
3-101	1	(CO #003)	\$17,842.00	\$17,842.00	-	-	-	\$17,842.00	-	\$1,784.20
PAYMENT TOTALS			\$527,243.00	\$523,016.70	\$4,226.30	-	-	\$527,243.00	-	\$52,724.30

Item Title:

Consider and take action on approving the Second Amendment to the Purchase and Sale Agreement between the Lawton Economic Development Authority and JAA Armada Acquisitions, LLC, for approximately 10.8779 acres of property, including extension of the inspection period and related terms.

Initiator: Richard Rogalski, LEDA Executive Director

Information Source: Richard Rogalski, LEDA Executive Director

Background:

The Lawton Economic Development Authority previously entered into a Purchase and Sale Agreement with JAA Armada Acquisitions, LLC, for the sale of approximately 10.8779 acres of property. The agreement has been amended once to extend the inspection period. The Buyer has now requested an additional extension of the inspection period to allow for further due diligence and project planning. This Second Amendment extends the inspection period through November 10, 2026, and the closing date to December 10, 2026, contingent upon an additional non-refundable earnest money deposit. The amendment also establishes a process for review and approval of a potential non-grocery anchor tenant. All other terms of the agreement remain unchanged.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Second Amended Purchase and Sale Agreement with JAA Armada Aquisitions, LLC

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the Second Amendment to the Purchase and Sale Agreement between the Lawton Economic Development Authority and JAA Armada Acquisitions, LLC, and authorize the Chairman to execute the agreement.

ATTACHMENTS:

- 1. SecondAmend PSA LEDA-JAA Armada

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Second Amendment**”) is dated as of _____, 2026 (“**Second 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 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 Purchase 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 with the Title Company (“**First Additional Earnest Money Deposit**”), pursuant to Section 5.2 of the Purchase Agreement.

C. Seller and Buyer executed that certain First Amendment to Purchase and Sale Agreement dated November 20, 2025 (“**First Amendment**”) pursuant to which the duration of both the First Inspection Period Extension and Second Inspection Period Extension was modified and extended from thirty (30) days to ninety (90) days. The Purchase Agreement, as amended by the First Amendment, is collectively referred to herein as the “**Purchase and Sale Agreement.**”

D. On February 13, 2026, Buyer exercised its second and final right to extend the Inspection Period by ninety (90) days and deposited an additional, non-refundable earnest money deposit in the amount of \$5,000 with the Title Company (“**Second Additional Earnest Money Deposit**”), pursuant to Section 5.2 of the Purchase and Sale Agreement. As a result of such extension, the expiration of the Second Inspection Period is May 14, 2026, with closing to occur no later than June 15, 2026.

E. Buyer has requested, and Seller has agreed, to amend the Purchase and Sale Agreement to further extend the Second Inspection Period beyond the period previously exercised, subject to the terms and conditions of this Second Amendment.

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

G. To the extent the terms of this Second Amendment are inconsistent with the terms of the Purchase and Sale Agreement, the terms of this Second 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. Extension of Second Inspection Period. 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 two hundred seventy (270) days (inclusive of the initial ninety (90)-day extension), provided that Buyer, within three (3) business days of execution of this Second Amendment, deposits an additional non-refundable earnest money deposit in the amount of \$5,000 with the Title Company (“**Third Additional Earnest Money Deposit**”). Upon timely deposit of the Third Additional Earnest Money Deposit, the Second Inspection Period shall expire on November 10, 2026, and the Closing Date shall be extended to December 10, 2026.

2. Non-Grocery Anchor Tenant. Notwithstanding anything to the contrary in the Purchase and Sale Agreement, Buyer may submit to Seller, for Seller’s review and approval, a proposed non-grocery anchor tenant for the Property, together with a written package containing information reasonably sufficient for Seller to evaluate the proposed tenant and the related development plan, including: (a) the identity of the proposed tenant and information regarding its financial capacity and operating experience; (b) the proposed use, estimated construction investment, and projected annual sales, including sales on a per square foot basis, and the assumptions supporting such sales projections; (c) the material terms of the proposed lease, including the size of the proposed premises, the lease term, renewal options, rent and other economic terms, tenant improvement obligations, exclusives, co-tenancy rights, assignment and subletting rights, signage rights, parking rights, and use restrictions; (d) a site plan or conceptual development plan showing the anticipated layout of the Property and related access, parking, loading, and improvements; (e) the anticipated construction schedule, including the projected commencement and completion of construction, and the projected opening date; and (f) such other information regarding the proposed tenant and the proposed development, leasing, ownership, and operation of the Property as Seller may reasonably request. If Seller approves such proposed non-grocery anchor tenant and related proposal, the Parties shall promptly execute an amendment to the Purchase and Sale Agreement revising the Primary Approved Use and such other provisions as are necessary or appropriate to reflect such approved proposal. Unless and until such amendment is executed by both Seller and Buyer, the Purchase and Sale Agreement shall remain in full force and effect, and no proposed non-grocery anchor tenant or related use shall be deemed approved. If Seller disapproves a proposal, Buyer may thereafter submit one or more revised or new proposals for Seller’s review, subject to the terms of this Section. Seller shall have no obligation to approve any proposal submitted by Buyer, and any such proposal may be approved or rejected by Seller in its sole and absolute discretion.

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

4. Counterparts; Electronic Signatures. This Second 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 Second Amendment as of the Second Amendment Effective Date.

SELLER:

LAWTON ECONOMIC DEVELOPMENT AUTHORITY,
a public trust

By: _____
David Madigan, Chairman

BUYER:

JAA ARMADA ACQUISITIONS, LLC,
a Texas limited liability company

By: _____
Jesus Araiza, Manager

Item Title:

Consider and take action on approving a Modified Annual STEM Funding Plan.

Initiator: Richard Rogalski, LEDA Executive Director

Information Source: Richard Rogalski, LEDA Executive Director

Background:

This agenda item involves consideration of a Modified Annual STEM Funding Plan, which reflects updates and adjustments to previously established funding allocations and priorities. The modified plan is intended to ensure that available resources are aligned with current project needs and program objectives.

This item was presented to the STEM Board on April 9, 2026. At this meeting, the STEM Board approved the annual funding amount of \$250,000. Action is requested to approve the Modified Annual STEM Funding Plan.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

STEM Funding Chart April 2026

STEM Funding Data April 2026

Key Issues:

N/A

Funding Source:

STEDI TIF Revenue

Recommended Action:

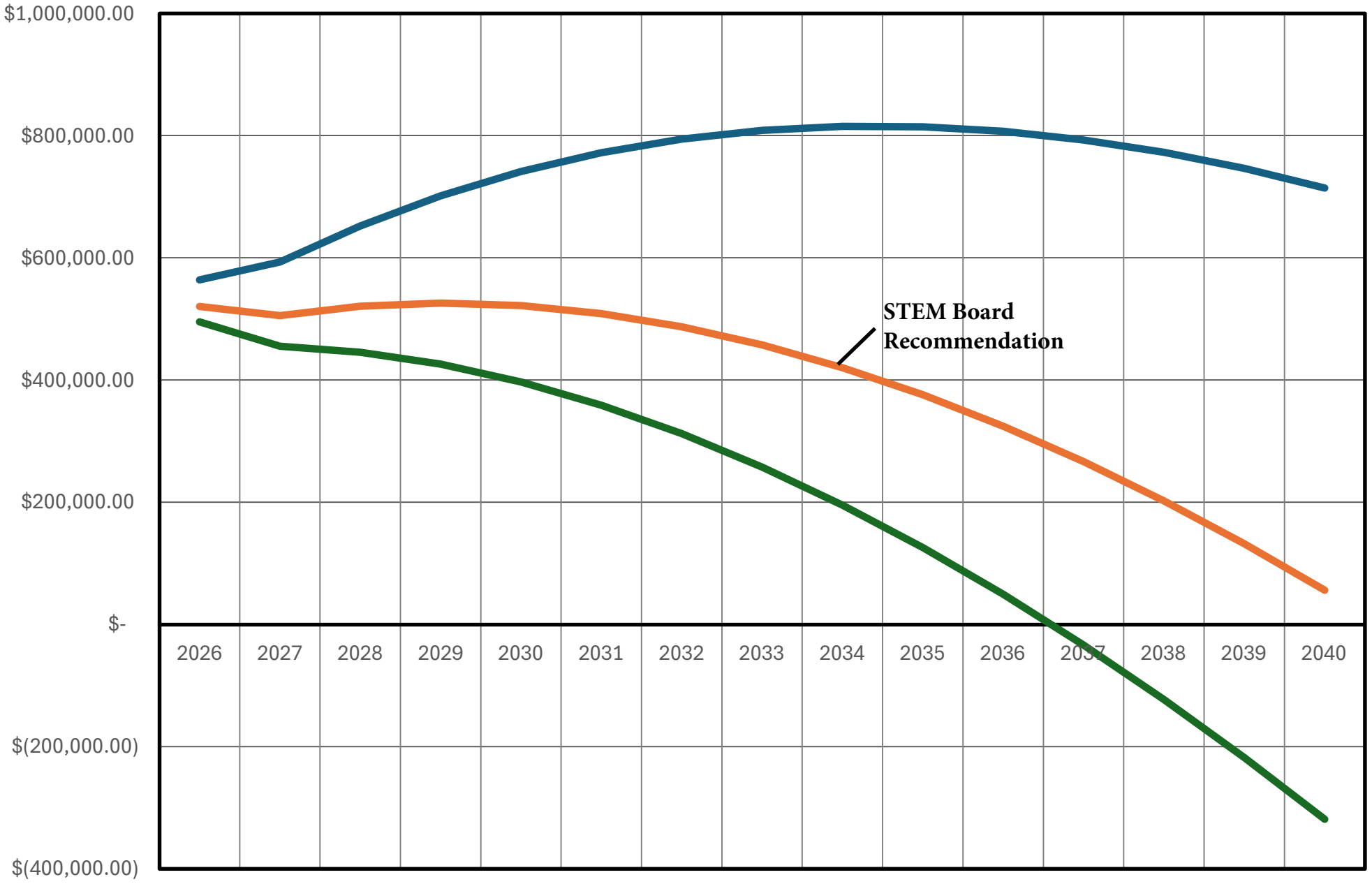
Approve the Modified Annual STEM Funding Plan.

ATTACHMENTS:

1. STEM Funding Chart April 2026
2. STEM Funding Data April 2026

STEM Fund Balance vs Funding Level

\$206,130.00 \$250,000.00 \$275,000.00



Projected TIF Revenue Data:

STEM Board Recommended \$250,000 Annual Funding

Depreciation Adjustment: 5%

TIF Year	1	2	3	4	5	6	7	8
TIF Revenue	2025	2026	2027	2028	2029	2030	2031	2032
TIF 3 - Republic	\$ 1,193,082.04	\$ 1,133,427.94	\$ 1,076,756.54	\$ 1,022,918.71	\$ 971,772.78	\$ 923,184.14	\$ 877,024.93	\$ 833,173.69
TIF 4 - Pepsico	\$ 170,050.00	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00
TIF 5 - Fisher59		\$ 166,000.00	\$ 166,000.00	\$ 166,000.00	\$ 166,000.00	\$ 166,000.00	\$ 166,000.00	\$ 166,000.00
TIF 6 - Westwin Pilot		\$ 157,000.00	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00
TIF 7 - Firehawk			\$ 300,000.00	\$ 600,000.00	\$ 570,000.00	\$ 541,500.00	\$ 514,425.00	\$ 488,703.75
Total TIF Revenue:	\$ 1,363,132.04	\$ 1,634,427.94	\$ 1,877,756.54	\$ 2,123,918.71	\$ 2,042,772.78	\$ 1,965,684.14	\$ 1,892,449.93	\$ 1,822,877.44
10% STEM Distribution (Cache)	\$ 15,403.16	\$ 16,659.94	\$ 19,801.40	\$ 22,979.45	\$ 21,931.83	\$ 20,936.58	\$ 19,991.10	\$ 19,092.89
10% STEM Distribution (Lawton)	\$ 120,910.04	\$ 146,782.86	\$ 167,974.25	\$ 189,412.42	\$ 182,345.45	\$ 175,631.83	\$ 169,253.89	\$ 163,194.85
Adjusted STEM Percentage Lawton	15.29%	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%
Adjusted STEM Distribution Lawton	\$ 184,871.46	\$ 224,430.99	\$ 235,163.95	\$ 265,177.38	\$ 255,283.63	\$ 245,884.56	\$ 236,955.45	\$ 228,472.79
Annual Lawton STEM Budget	\$ (70,470.60)	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)
Proposed Annual STEM Budget V1		\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)
Proposed Annual STEM Budget V2		\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)
Projected Lawton STEM Balance:	\$ 545,845.37	\$ 564,146.36	\$ 593,180.31	\$ 652,227.69	\$ 701,381.32	\$ 741,135.89	\$ 771,961.33	\$ 794,304.13
Projected Lawton STEM Balance V1:		\$ 520,276.36	\$ 505,440.31	\$ 520,617.69	\$ 525,901.32	\$ 521,785.89	\$ 508,741.33	\$ 487,214.13
Projected Lawton STEM Balance V2:		\$ 495,276.36	\$ 455,440.31	\$ 445,617.69	\$ 425,901.32	\$ 396,785.89	\$ 358,741.33	\$ 312,214.13

TIF Year	9	10	11	12	13	14	15	16
TIF Revenue	2033	2034	2035	2036	2037	2038	2039	2040
TIF 3 - Republic	\$ 791,515.00	\$ 751,939.25	\$ 714,342.29	\$ 678,625.17	\$ 644,693.92	\$ 612,459.22	\$ 581,836.26	\$ 552,744.45
TIF 4 - Pepsico	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00	\$ 178,000.00
TIF 5 - Fisher59	\$ 166,000.00	\$ 166,000.00	\$ 166,000.00	\$ 166,000.00	\$ 166,000.00	\$ 166,000.00	\$ 166,000.00	\$ 166,000.00
TIF 6 - Westwin Pilot	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00	\$ 157,000.00
TIF 7 - Firehawk	\$ 464,268.56	\$ 441,055.13	\$ 419,002.38	\$ 398,052.26	\$ 378,149.65	\$ 359,242.16	\$ 341,280.06	\$ 324,216.05
Total TIF Revenue:	\$ 1,756,783.56	\$ 1,693,994.39	\$ 1,634,344.67	\$ 1,577,677.43	\$ 1,523,843.56	\$ 1,472,701.38	\$ 1,424,116.31	\$ 1,377,960.50
10% STEM Distribution (Cache)	\$ 18,239.59	\$ 17,428.96	\$ 11,249.37	\$ 10,788.25	\$ 10,350.19	\$ 9,934.02	\$ 9,538.67	\$ 9,163.08
10% STEM Distribution (Lawton)	\$ 157,438.76	\$ 151,970.48	\$ 110,284.86	\$ 107,174.27	\$ 104,219.21	\$ 101,411.90	\$ 98,744.96	\$ 96,211.36
Adjusted STEM Percentage Lawton	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%
Adjusted STEM Distribution Lawton	\$ 220,414.27	\$ 212,758.67	\$ 205,485.85	\$ 198,576.67	\$ 192,012.95	\$ 185,777.42	\$ 179,853.66	\$ 174,226.10
Annual Lawton STEM Budget	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)	\$ (206,130.00)
Proposed Annual STEM Budget V1	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)	\$ (250,000.00)
Proposed Annual STEM Budget V2	\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)	\$ (275,000.00)
Projected Lawton STEM Account Balance:	\$ 808,588.39	\$ 815,217.06	\$ 814,572.91	\$ 807,019.58	\$ 792,902.53	\$ 772,549.95	\$ 746,273.62	\$ 714,369.71
	\$ 457,628.39	\$ 420,387.06	\$ 375,872.91	\$ 324,449.58	\$ 266,462.53	\$ 202,239.95	\$ 132,093.62	\$ 56,319.71
	\$ 257,628.39	\$ 195,387.06	\$ 125,872.91	\$ 49,449.58	\$ (33,537.47)	\$ (122,760.05)	\$ (217,906.38)	\$ (318,680.29)

Item Title:

Consider and take action on approving a Lawton Community STEM Program Funding Agreement between QUEST of Oklahoma Inc., and the Lawton Economic Development Authority in the amount of \$75,000 to be funded by the STEDI Project Plan designated STEM funding.

Initiator: Richard Rogalski, LEDA Executive Director

Information Source: Richard Rogalski, LEDA Executive Director

Background:

This agenda item involves consideration of a Lawton Community STEM Program Funding Agreement between QUEST of Oklahoma, Inc. and the Lawton Economic Development Authority (LEDA) in the amount of \$75,000. The funding will support the implementation and operation of community-based STEM programming in the Lawton area, aimed at enhancing educational opportunities and workforce development in science, technology, engineering, and mathematics.

The \$75,000 allocation is to be funded through the STEDI Project Plan’s designated STEM funding, consistent with the plan’s goals of investing in initiatives that strengthen the local talent pipeline and support long-term economic growth. Action is requested to approve the funding agreement between QUEST of Oklahoma, Inc. and LEDA.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

- CBO Partner Funding Agreement — Quest of Oklahoma
- Exhibit A — Scope of Work
- Exhibit B - Budget

Key Issues:

N/A

Funding Source:

STEDI TIF Revenue

Recommended Action:

Approve the Lawton Community STEM Program Funding Agreement between QUEST of Oklahoma, Inc. and the Lawton Economic Development Authority in the amount of \$75,000, to be funded by the STEDI Project Plan designated STEM funding.

ATTACHMENTS:

1. CBO Partner Funding Agreement - QUEST of Oklahoma- 4.14.26
2. QUEST of Oklahoma 2026 CBO Application

3. Quest CBO Budget- 2026

Lawton Community STEM Program FUNDING AGREEMENT

This Professional Services Agreement (this "Agreement") is made by and between Lawton Economic Development Authority (LEDA) and QUEST of Oklahoma, Inc. (Grantee). Funding has been approved in the amount listed below for use during the period beginning on May 1, 2026, and ending April 30, 2027.

A. Funding (amount of funding) is conditioned upon the following:

1. Execution of this Agreement by the Grantee and the LEDA (Grantor).
2. Grantee's acknowledgment, by execution of this Agreement, that Grantee, its agents, successors, and assigns, agree that as a condition to receiving funds to perform according to the terms of this Agreement. The Grantor shall provide financial support to the Grantee for the implementation and operation of programs that aim to assist students in developing STEM-related skills and career opportunities. The primary focus of the program shall be on academic and hands-on learning activities related to science, technology, engineering, and mathematics. The funding of this program by the LEDA is explicitly recognized as a contribution to the betterment of the community, and the activities supported by this funding are hereby acknowledged to serve a public purpose and provide significant benefits to the citizens of Lawton.
3. LEDA agrees to provide funds to Grantee in the amount specified in their approved Budget (Exhibit B) for the services to be performed under this Agreement as indicated in the attached Scope of Services (Exhibit A) from the proceeds of the designated STEM funding from the STEDI Project Plan and received by LEDA and allocated through this Agreement, the funds provided to GRANTEE under this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000.00) The Grantee's receipt of such funds shall be subject to LEDA's collection of sufficient designated STEM funding from the STEDI Project Plan to cover this agreement. All claims submitted to LEDA must be presented in writing. No account or claim may be paid by LEDA unless it has been reviewed and approved by the Executive Director and an entry of the account or claim made in the proper books kept for that purpose. Only expenditures approved as a part of the budget shall be paid based on properly documented claims.
4. Any request by Grantee to modify the approved Budget or Scope of Services shall be submitted in writing to the City Clerk's Office and shall include sufficient documentation and narratives to support the request. Any request that involves a

modification of administrative costs, increases to total funding, material changes to project scope or activities, or is otherwise determined by the Executive Director and/or the City Clerk to materially alter or diminish the project's scope, purpose, objectives, or anticipated outcomes must be considered and approved by both the STEM Board and LEDA Board prior to implementation by amendment to this agreement.

5. Any request to modify the approved Budget that does not increase the total funding amount, does not involve administrative expenses, and in the opinion of the Executive Director and the City Clerk does not materially alter or diminish the project's scope, purpose, objectives, or anticipated outcomes may be administratively approved by the Executive Director and the City Clerk. Any such administrative approvals shall be presented to the STEM Board and LEDA Board at its next scheduled meeting. Any such modifications shall be maintained in the official project file by the City Clerk's Office and presented to the STEM Board and LEDA Board of Trustees at their next scheduled meeting.
6. The Executive Director and the City Clerk's Office will be responsible for monitoring compliance with the requirements for claims for payment submitted under this Agreement and will promptly report in writing possible non-compliance to the Grantee.
7. Grantee shall submit a Monthly Report to the Executive Director together with an invoice for services rendered during the prior month. The Executive Director shall forthwith review the Monthly Report and invoice to verify work performed and activities set forth therein meet the requirements of this Agreement. The Executive Director may request any additional information needed to fully document Grantee's work in furtherance of the objectives set forth in this Agreement and the Scope of Work. The Executive Director shall complete his or her review within ten (10) business days of the submission of the Monthly Report and invoice by Grantee and, if found to be satisfactory, shall submit the Monthly Report to LEDA and the invoice will be processed for payment; provided, if the Executive Director reasonably finds that the Monthly Report or invoice are not satisfactory, he or she may withhold such notification until any deficiencies in the Monthly Report or invoice have been corrected by Grantee.
8. The Grantee understands and agrees that the payment of funds by LEDA to Grantee under this Agreement shall be limited to the amount of funds specified in this Agreement.
9. Upon the expiration or termination of this Agreement, any portion of the approved

budget that remains unused will remain with LEDA. LEDA reserves the right to reallocate any unused funds to other projects or initiatives that align with its objectives, and the Grantee shall have no claim or entitlement to any portion of said funds.

B. Program shall align with the STEM Strategic Plan (Council Policy 0-3) as follows:

1. Create a thriving hub for STEM education, innovation, and economic growth, setting the standard for excellence in these crucial fields and uplifting the community's economic status.
2. Foster a collaborative and inclusive ecosystem that harnesses the collective efforts of community-based initiatives, organizations, and industry partners. The primary goals include advancing STEM education, increasing high school graduation rates, promoting post-secondary STEM training, growing the STEM workforce, and driving economic development in Lawton, OK and the broader Southwest region, including Comanche County.

C. Comply with the requirements of the Innovation Nexus STEM Strategic Plan, including:

1. Be focused on STEM education and career readiness.
2. Provide opportunities for hands-on and experiential learning.
3. Demonstrate how the program will help youth succeed by: a. Increasing student proficiency in STEM subjects. b. Increasing participation in STEM-related extracurricular activities and mentorship programs. c. Providing career exploration opportunities in STEM fields.
4. Include measurable criteria and provide measurable results.

D. Maintain specific data and provide a detailed report (as provided below) to LEDA and the STEM Board.

1. Annual Report - Grantee will complete an annual report to the STEM Board by April 30, 2027. The report shall include data reflecting how funds were used, the results, the numbers served, and the outcomes achieved.

E. Financial Audit Requirement – LEDA reserves the right to conduct a financial audit at any time during the term of this agreement to ensure compliance. The audit may include an examination of financial records, statements, reports, contracts, receipts, and invoices. The Grantee agrees to maintain records for five (5) years and to cooperate fully with the audit process.

- F. Annual Application Process - Funds must be applied for annually. Continued funding is contingent upon approval by the LEDA, the STEM Board, and funding availability.
- G. Additional Requirements - LEDA may set additional requirements, including revisions of measurement methods or incremental funding based on progress.

Dated this ____ day of _____, 2026.

Lawton Economic Development Authority

David Madigan, Chairman

APPROVED as to form and legality this ____ day of _____, 2026.

DEPUTY CITY ATTORNEY

GRANTEE APPROVAL:

Name and Title of Authorized Representative (Please Print)

Signature of Authorized Representative

Date Signed

Scope of Work: QUEST of Oklahoma, Inc. and the STEM Consortium Non-Profit Programs - Summer 2026

1. Project Description

The QUEST of Oklahoma, Inc. and the STEM Consortium Non-Profit Programs will serve youth across five I AM STEM & ESTEAM (Science, Technology, Engineering, Aviation & Math) Camp sites, the Teen Achievers Summer Career Readiness Program, and the FIRST LEGO League for the 2026-2027 school year. These programs are designed to provide STEM education, career readiness training, and robotics-based learning to youth from kindergarten through 12th grade who come from low-to-moderate-income families based on national poverty guidelines.

The I AM STEM Camp is a collaborative effort to provide technology, engineering, and mathematics instruction integrated into science education while embracing participants' cultural backgrounds and community needs.

The Teen Achievers Program is a year-round initiative that fosters academic achievement, leadership, career development, and family engagement. Through structured mentorship, job training, and industry exposure, students develop the skills necessary to transition successfully into adulthood.

The ESTEAM League provides hands-on robotics and coding experiences to introduce young learners to engineering, teamwork, and critical thinking skills through real world LEGO-based challenges.

2. Program Offerings

A. I AM STEM Camp (Grades K - 6)

The I AM STEM Camp will operate across five sites strategically located in underserved neighborhoods with at-risk youth. In Summer 2024, the program successfully provided virtual and in-person instruction to 100 students daily. In Summer 2025, an additional site at the Boys and Girls Club was added, increasing the total capacity to 160 students daily. The goal for the Summer of 2026 is to reach a daily average of 175 students.

Key Components:

- STEM Curriculum: Hands-on learning in engineering, robotics, drones, electrical, environmental science, and coding.
- Project-Based Learning: Students participate in team-based problem-solving challenges.
- Virtual & In-Person Collaboration: Students in the I Am STEM camp engage with at-risk youth in other states.
- Meal Support: Free breakfast and lunch for all participants, provided by MIGHT CDRC.
- Field Trips: All sites will have at least one joint field trip.
- Parent Engagement: All sites will have at least one parent event.
- Culmination Ceremony: A closing event celebrating student projects and achievements.

The Performance Goal for this program is 175 students

B. Teen Achievers Summer Career Readiness Program (Ages 14-18)

The Teen Achievers Program provides career development, leadership training, and hands-on work experience. In Summer 2024, 30 teens participated in the career readiness program while serving as interns supporting the STEM Camp. They also contributed to the summer feeding program, serving over 9,200 meals across six sites. In the Summer of 2025, 33 teens participated in the career readiness and internship programs, serving nearly 10,000 meals. In the Summer of 2026, the goal is to have 35 teen participants.

Key Components:

- Career Readiness Training: Resume building, interview preparation, and workplace professionalism.
- Mentorship & Industry Exposure: Collaboration with Cameron University, Great Plains Technology Center, Ft. Sill, KSWO, Military Branches, Lawton-Ft. Sill Airport, Arvest Bank, and other local organizations.
- Job Shadowing & Internships: Hands-on work experience with local businesses.
- Professional Skill Development: Training in conflict resolution, active listening, and teamwork.
- Community Engagement: Teens will serve as interns, helping with STEM Camp activities and meal services.

Career Readiness Timeline:

- Start Date: May 25, 2026
- End Date: July 31, 2026

- Core Activities:
- Writing an essay titled “Why Should I Be Hired?”
- Obtaining three professional references.
- Completing job applications for summer positions.
- Participating in mock interviews.
- Completing onboarding, orientation, team building, performance evaluations and food safety training.
- Assisting in meal preparation and service at STEM Camp sites.

C. ESTEAM League (Ages 4-6 & Grades 2-5)

The FIRST LEGO League is a Life-style STEM-based robotics and engineering program designed to introduce students to critical thinking, creativity, and problem-solving. This program will operate during the 2026-2027 school year and provide students with opportunities to develop coding, engineering, and teamwork skills.

Key Components:

Pre-K & Kindergarten (Ages 4-6):

- Discovery First Lego League
- Hands-on LEGO building, simple engineering challenges, and early coding through storytelling.

Grades 2-5:

- LEGO Robotics Challenges: Students will design, build, and program LEGO robots.
- Coding & Engineering Concepts: Introduction to block-based coding and mechanical design.
- Team-Based Problem-Solving: Collaborative projects and local competitions.
- STEM Exploration & Mentorship: Guidance from industry professionals and educators.
- Life style approaches to everyday life exposure to STEAM in the real-time world.

ESTEAM League Timeline:

- Program Duration: 2026-2027 School Year
- Competition: Students will have opportunities to compete in local LEGO robotics events.
- Hub and Satellite learning experiences

The Performance Goal for this program is 175 students.

3. Scope of Work & Program Requirements

I AM STEM Camp Scope of Work

- Program Duration: June- July 2026
- Participant Age Group: K-6 students from low-income, at-risk communities
- Meals Provided: Free breakfast and lunch
- Parental Engagement: One mandatory parent event per site
- Field Trip Participation: All sites will attend a joint STEM field trip
- End-of-Summer Showcase: Final presentation of student projects and achievements

Teen Achievers Scope of Work

- Program Duration: May 25, 2026 – July 31, 2026
- Target Age Group: 14-18 years old
- Job Application Process: Students must complete applications, essays, and interviews
- Internship & Work Experience: Participants will assist with STEM Camp operations and meal services
- Professional Development: Weekly goal setting and career coaching sessions

ESTEAM League Scope of Work

- Program Duration: 2026-2027 School Year
- Target Age Group: Ages 4-6 & Grades 2-5
- Program Structure: LEGO-based robotics and engineering activities
- Competition Participation: Students will enter local LEGO challenges
- **The Performance Goal for this program is 5 teams with 5 students per team from community-based non-profit organizations.**

4. Expected Results

I AM STEM Camp Participants Will Gain:

- Equitable access to high-quality STEM programs.
- Hands-on STEM learning experiences that foster independence and creativity.
- Collaborative learning opportunities with students in other states.
- Academic retention and skill-building over the summer.
- Nutritious meals throughout the program.

Teen Achievers Participants Will Gain:

- Real-world career skills and leadership training.
- Networking opportunities with professionals and business leaders.
- Increased confidence in job interviews and workplace settings.
- Valuable internship and work experience.

ESTEAM League Participants Will Gain:

- Early exposure to STEM and engineering principles.
- Improved problem-solving and collaboration skills.
- Experience in robotics and coding through hands-on challenges.
- Opportunities to compete in local STEAM competitions.

5. Management & Oversight

Program Site Conditions:

- **Staff Training:** Each site must have trained instructors in I AM STEM curriculum.
- **Meal Standards:** All meals must meet Summer Food Service Program (SFSP) requirements.
- **Full Program Participation:** Sites must commit to the full duration of the camp or school-year program to receive reimbursements.
- Each site will receive a designated funding allocation for site directors. All other staffing and volunteer needs are the responsibility of the individual site.
- All program-related parent paperwork must be completed and submitted to Might CDRC before participants are allowed to attend. Parents should be strongly encouraged to participate in Parent Orientation.
- Each site is required to maintain accurate attendance records and collect relevant program data, which must be submitted to Might CDRC.
- To receive program reimbursements, all sites must submit invoices and receipts to Might CDRC.
- All I Am STEM sites will participate in at least one (1) joint field trip.
- All I Am STEM sites will use I Am STEM Camp for the summer of 2026.
- All 2026-2027 ESTEAM sites will follow the courses and curriculum provided for ESTEAM.
- All 2026-2027 ESTEAM sites will build at least one ESTEAM team or collaborate with another site to help develop a ESTEAM team.

- All 2026-2027 ESTEAM sites will promote, collaborate, plan and attend a local ESTEAM Competition Event.

Program Director's Responsibilities:

- Oversight of program staff and instructors.
- Coordination of classes, field trips, and events.
- Ensuring at least 80% of participants meet program eligibility requirements.
- Budgeting, purchasing, and financial documentation for grant compliance.

Program Evaluation

- Pre- and post-program surveys to assess learning outcomes.
- Feedback from students, parents, instructors, and community partners.
- Tracking of student engagement and long-term interest in STEM fields.

The QUEST of Oklahoma, Inc. STEM Consortium Non-Profit Programs will empower students from underserved communities with STEM education, career readiness, and robotics training. By integrating mentorship, hands-on learning, and real-world applications, these programs will bridge educational equity gaps and prepare students for future academic and professional success.

EXHIBIT B

2025 STEM Budget

03/31/2026

Program Includes:

- I AM STEM Camp (Grades K-6)
- Teen Achievers Program (Ages 14-18)
- ESTEAM League (Ages 4-6 & Grades 2-5)

QUEST Community STEM Program Budget for Five Sites within Lawton

STEM Community Events	2	E A	\$1,500.00	\$3,000.00
Professional Services	1	L S	\$3,500.00	\$3,500.00
Supplies (Five sites)	5	E A	\$200.00	\$1,000.00
Field Trips (Five sites)	5	E A	\$500.00	\$2,500.00
Building use (Five sites)	5	E A	\$500.00	\$2,500.00
Transportation (Five sites)	5	E A	\$500.00	\$2,500.00
ESTEAM Curriculum & Training	1	L S	\$10,000.00	\$10,000.00
I am STEM Summer Camps	1	L S	\$50,000.00	\$50,000.00
Total Stem Expenses for 2026:				\$75,000.00

Item Title:

Consider and take action to appoint a LEDA Representative to the LURA Downtown Revitalization Steering Committee.

Initiator: Richard Rogalski - LEDA Executive Director

Information Source: Richard Rogalski - LEDA Executive Director

Background:

Appointment of a LEDA representative to the LURA Downtown Revitalization Steering Committee will allow the Authority to participate in planning and oversight of downtown redevelopment initiatives.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

None

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Appoint a LEDA Representative to the LURA Downtown Revitalization Steering Committee.

ATTACHMENTS:

None

Item Title:

Consider and take action to authorize the Executive Director to transfer \$466,392.25 from the IBC TIF2 account to the CNB STEDI TIF account as a repayment of funds authorized on April 17, 2025, to repay LURA for an obligation associated with the Downtown Project Plan, that was paid from the CNB STEDI TIF account.

Initiator: Richard Rogalski, LEDA Executive Director

Information Source: Richard Rogalski, LEDA Executive Director

Background:

This agenda item involves consideration of authorizing the Executive Director to transfer \$466,392.25 from the IBC TIF2 account to the CNB STEDI TIF account. This transfer represents repayment of funds that were previously authorized on April 17, 2025, for the purpose of repaying the Lawton Urban Renewal Authority (LURA) for an obligation associated with the Downtown Project Plan, which was paid from the CNB STEDI TIF account at that time.

The proposed action will reimburse the CNB STEDI TIF account and ensure that project-related expenses are properly allocated to the appropriate funding source in accordance with prior authorization. Action is requested to approve the transfer and authorize the Executive Director to complete the transaction.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

N/A

Key Issues:

N/A

Funding Source:

TIF Revenue

Recommended Action:

Authorize the Executive Director to transfer \$466,392.25 from the IBC TIF2 account to the CNB STEDI TIF account as repayment of funds previously authorized on April 17, 2025, to repay LURA for an obligation associated with the Downtown Project Plan

ATTACHMENTS:

None

Item Title:

Receive a report from Ryan Herring Construction, Inc., LEDA’s Construction Manager (CM) for the Firehawk Aerospace construction project, and consider and take action to authorize the Chairman to approve the award of Civil Bid Package #1, in accordance with the recommendation of the CM, up to a maximum amount of \$3.0 million, and to execute all documents associated therewith.

Initiator: Richard Rogalski - LEDA Executive Director

Information Source: Richard Rogalski - LEDA Executive Director, Herring Construction

Background:

This agenda item involves receiving a report from Ryan Herring Construction, Inc., serving as the Lawton Economic Development Authority’s (LEDA) Construction Manager (CM) for the Firehawk Aerospace construction project. The report will include an overview of the bid process and a recommendation for the award of Civil Bid Package #1.

The bid opening is scheduled for April 21, 2026, at 2:00PM. Based on the CM’s evaluation of submitted bids, a recommendation will be presented for consideration of awarding Civil Bid Package #1. Approval of this item will authorize the Chairman to approve the award in an amount not to exceed \$3.0 million and to execute all documents associated with the contract. Action is requested to proceed with the award in accordance with the CM’s recommendation.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

BID PACKAGE 1 Demo-Sitework-Storm Drainage

Key Issues:

N/A

Funding Source:

ODFA P3 Grant Funding

Recommended Action:

Receive the report from Ryan Herring Construction, Inc., Construction Manager for the Firehawk Aerospace project, and authorize the Chairman to approve the award of Civil Bid Package #1 in accordance with the Construction Manager’s recommendation, in an amount not to exceed \$3.0 million, and to execute all documents related thereto.

ATTACHMENTS:

- 1. BID PACKAGE 1 Demo-Sitework-Storm Drainage

BID PACKAGE 1: DEMOLITION/SITE WORK/STORM DRAINAGE

This separate proposal shall include all materials, equipment, services, and incidentals for the fabrication and delivery of the DEMOLITION / SITE GRADING/STORM DRAINAGE including work from referenced drawings and specifications and other work normally associated with this trade whether referenced or not.

All work shall be conducted in compliance with all applicable state and federal laws/regulations including all safety, cleanliness, and waste management regulations, requirements, and precautions.

Scope of Work to include but not limited to the following:

1. Provide all exterior demolition as indicated including but not limited to:
 - a. Remove existing structures, metal pole barn(s), fencing, gravel drive(s), remove asphalt pavement where shown. Dewater and breach pond berm, remove overhead electric line and poles (if not by utility).
 - b. Removal of waterlines, sewer and storm drain if existing, utility poles. MEP and site utility contractors shall disconnect and make safe
 - c. Backfill and compact excavations and holes resulting from demolition as per the plans and specs
2. Saw cut and remove all existing site surface and subsurface improvements (all concrete / asphalt pavement, sidewalks, curb / gutter, etc.) as indicated and as required. Remove all waste materials from project site and lawfully dispose. All pavement cuts shall be full depth.
3. Provide all temporary barriers and protection if indicated in contract documents, or as required for safety.
4. Provide all required layouts, grades, and engineering for work from baseline and control points provided by the contract documents.
5. Remove unsuitable material from site not marked for salvage (rotted wood, corroded metal, deteriorated masonry, telephone poles, etc.).
6. Remove and dispose of all demolition debris from construction site. Provide all dumpsters necessary to complete scope of work. Maintain a safe and uncluttered environment.
7. Remove offsite and lawfully dispose of all excess and/or unacceptable soil and waste materials generated immediately. Do not store onsite unless otherwise requested and approved.
8. Strip and adequately stockpile acceptable existing topsoil and backfill materials. Seeding of stockpiles, if necessary, by this contractor.
9. Keep excavations and site construction areas free from water as it relates to this scope of work, including any necessary temporary culverts for proper site drainage.
10. Provide dust control per governing authorities and as shall be required by the Construction Manager during performance of contractor's work.

11. Erosion Control shall be as follows:
 - a. Install silt fence per plans – Maintained by others
 - b. Install inlet protection - Maintained by others
 - c. Stabilized construction entrance – Install and maintain
 - d. Street cleaning at entrance – through duration of the demo/grading
 - e. SWPPP compliance and maintenance
 - f. Install concrete washout per C151 Detail 2C
 - g. Final stabilization and removal

12. Trade contractor shall provide all labor, equipment, and materials to perform all earthwork per the contract documents, including but not limited to:
 - a. Strip topsoil
 - b. Rough cut and fill to achieve proposed subgrade
 - c. Export excess material
 - d. Import borrow as required
 - e. Moisture condition and compact per the Geo Report
 - f. Maintain haul roads
 - g. Proof roll and undercut
 - h. Lime stabilization – As indicated
 - i. Placement of aggregate base/rock per the plans and specifications
 - j. All site grading and compaction as proposed in these plans and per the Geo Tech Report

13. Trade contractor shall provide all labor, equipment, and materials to perform all work for the installation of the storm drainage system. Including but not limited to:
 - a. Reinforced Concrete Pipe storm sewer
 - b. Junction boxes
 - c. Storm sewer manholes
 - d. Flared end sections
 - e. Area inlets and grate inlets
 - f. Rock riprap outfalls
 - g. Trench excavation and backfill
 - h. Class B pipe bedding

14. Trade Contractor shall furnish manpower, materials, and equipment necessary as required by the project schedule including interim milestones dates, and furnish additional crews, equipment, etc. and/or overtime to maintain the schedule if Trade Contractor falls behind due to their own fault or due to inclement weather.

Contractor shall provide unit pricing for the following items as part of the bid submission:

- a. Excavation (CY)
- b. Import Borrow (CY)
- c. Export Haul (CY)
- d. Undercut (CY)
- e. Lime Stabilization (CY)
- f. Aggregate Base (SY)
- g. Rock Ripping (CY)

Contractor shall provide alternate pricing for:

- h. **Alternate #1** – 8 foot Remove & Replace
Provide price per CY and schedule duration impact
- i. **Alternate #2** - Increase lime percentage to 6%
Provide price per SY adder
- j. **Alternate #3** – Cement Stabilization Instead of Lime
Provide price per SY

Contractor Geotechnical Acknowledgement:

- a. Expansive clay soils (PI up to 61)
 - b. PVR approximately 5.7 inches
 - c. CBR approximately 3
 - d. Rippable rock as possible
 - e. Moisture conditioning required
- No Claims for unforeseen soil conditions consistent with the geotechnical report.

Contractor to provide three (3) previous projects of similar size and complexity for work reference.

Schedule Requirements - The Contractor acknowledges a contract duration of 60 calendar days from the Notice to Proceed (NTP) to achieve project completion. As part of the project execution plan, the Contractor will provide:

- A detailed **manpower and equipment plan** outlining resources assigned to the project.
- **Estimated production rates** for major work activities.
- A **three-week lookahead schedule** identifying planned work operations and sequencing.
- A **weather contingency plan** accounting for potential delays and outlining mitigation strategies to maintain the project schedule

Item Title:

Consider and take action to approve a Resolution authorizing the reissuance of payment in the amount of \$224,840.34 under Request for Reimbursement No. 3 in connection with the Fisher59 Properties, LLC Redevelopment Agreement.

Initiator: Richard Rogalski - LEDA Executive Director

Information Source: Richard Rogalski - LEDA Executive Director

Background:

This agenda item involves consideration of a Resolution authorizing the reissuance of a previously issued payment in the amount of \$224,840.34 under Request for Reimbursement No. 3 in connection with the Fisher59 Properties, LLC Redevelopment Agreement. The reimbursement relates to eligible project costs incurred under the terms of the Redevelopment Agreement between LEDA and Fisher59 Properties, LLC.

The proposed resolution is necessary to properly reissue the payment in accordance with required accounting and administrative procedures, ensuring that funds are accurately processed and recorded under the agreement. Action is requested to approve the resolution authorizing the reissuance of the reimbursement payment.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

LEDA Resolution Authorizing Reissuance of Request for Reimbursement No. 3
Fisher59-LEDA Mutual Release

Key Issues:

N/A

Funding Source:

Recommended Action:

Approve the Resolution authorizing the reissuance of payment in the amount of \$224,840.34 under Request for Reimbursement No. 3 in connection with the Fisher59 Properties, LLC Redevelopment Agreement, and authorize the appropriate officials to execute any necessary documents to effectuate the reissuance.

ATTACHMENTS:

1. LEDA Reso-Auth Reissue Payment Fisher59 Pay App 3-4.14.26revised
2. Fisher59-LEDA Mutual Release 4.14.2026

RESOLUTION 2026-

A RESOLUTION AUTHORIZING THE REISSUANCE OF PAYMENT IN THE AMOUNT OF \$224,840.34 UNDER REQUEST FOR REIMBURSEMENT #3 IN CONNECTION WITH THE FISHER59 PROPERTIES, LLC REDEVELOPMENT AGREEMENT.

WHEREAS, On April 23, 2024, the Lawton City Council Approved a Redevelopment Agreement by and among the City of Lawton ("City"), the Lawton Economic Development Authority ("LEDA"), the Lawton/Fort Sill Economic Development Corporation, and Fisher59 Properties, LLC ("Redeveloper"), for the development of a distribution center within the Airport Industrial Park; and

WHEREAS, the Redevelopment Agreement provided for the reimbursement of the Redeveloper an amount equal to the actual out-of-pocket costs and expenses (including all hard and soft costs and all bonding costs, including maintenance bonds) incurred by Redeveloper in connection with the design and construction of the Public Improvements, which in no event may exceed \$1.6 million (the "Initial Cap") or such greater maximum amount approved by City Council; and

WHEREAS, by City Council Resolution No. 24-142 approved and adopted by the City Council on June 25, 2024, the City increased the Initial Cap to an amount not to exceed \$2.9 million (the "Adjusted Cap," which is the total amount of assistance available to the Redeveloper (the "Assistance in Development Financing"); and

WHEREAS, the First Amendment to the Redevelopment Agreement provided that the Redeveloper submits Requests for Reimbursement, specifying the amount of the Reimbursement requested, together with: (i) a completed and fully itemized Application for Payment in the form AIA Document G702 and G703 reflecting the total amount requested for payment by the General Contractor for the period immediately preceding the requested payment, after the withholding of Retainage, executed by the General Contractor and verified by the Redeveloper's architect or engineer of record; (ii) invoices from contractors and suppliers for the work completed; (iii) lien waivers from all contractors, subcontractors, and suppliers for all work done or materials furnished through and including that which was paid for the period the immediately preceding the requested payment; (iv) a detailed schedule of values showing the percentage of completion of each component of the Public Improvements; and (v) evidence of Redeveloper's payment to the General Contractor in the amount reflected in the Application for Payment; and

WHEREAS, the First Amendment to the Redevelopment Agreement also provided that the City's inspector would review each Request for Reimbursement and submit a report to LEDA that describes the work completed since the last such report and certifying that all construction completed to date is in accordance with the approved Plans, applicable standards, ordinances, and code requirements; and

WHEREAS, on April 9, 2025, the Redeveloper submitted Request for Reimbursement #3 in the amount of \$224,840.34, by email, and then on April 11, 2025, also within the same email stream, resubmitted Request for Reimbursement #3, revised per the City’s request; and

WHEREAS, on April 14, 2025, Redeveloper, in the same email stream, requested that Request for Reimbursement #3 be processed by wire transfer, and then provided payment instructions within that same email stream on April 15, 2025; and

WHEREAS, on April 15, 2025, the City submitted to LEDA, also within the same email stream, the inspection report and recommendation for approval of Redeveloper’s Request for Reimbursement #3; and

WHEREAS, on April 17, 2025, LEDA approved Redeveloper’s Request for Reimbursement #3 in the amount of \$224,840.34; and

WHEREAS, on May 21, 2025, LEDA’s Executive Director received a text message from the Redeveloper’s President stating that Redeveloper had not requested wire transfer and had not sent the bank payment instructions, and further stating that he believed his email had been “hacked”; and

WHEREAS, LEDA’s Executive Director filed a report with the Lawton Police Department and with Internet Crime Complaint Center of the Federal Bureau of Investigations; and

WHEREAS, on March 26, 2026, the Board of Trustees received an update from Detective Becker of the Lawton Police Department advising that the fraud involving the misdirection of LEDA’s wire transfer in the amount of \$224,804.34, as payment of the Redeveloper’s Request for Reimbursement #3, was perpetrated by a party outside of the United States with no association to any trustee, officer, employee, or agent of LEDA, the City, or the Redeveloper; and

WHEREAS, the Redeveloper has confirmed in writing that it never received LEDA’s wire transfer in the amount of \$224,840.34 as payment of Request for Reimbursement #3; and

WHEREAS, LEDA and the City have implemented enhanced wire transfer verification procedures, to prevent recurrence of similar fraud; and

WHEREAS, the Board of Trustees has determined that reissuance of payment of Request for Reimbursement #3 is appropriate under the circumstances, consistent with the terms of the Redevelopment Agreement, and in the best interests of the public.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Lawton Economic Development Authority:

Section 1. The Board of Trustees finds that the fraud associated with the misdirection of LEDA’s wired funds in the amount of \$224,804.34 was perpetrated by a party outside of the United States, with no association to any member of LEDA, the City, or the Redeveloper.

Section 2. This Resolution does not constitute an admission of fault or assignment of culpability to LEDA, the City, or the Redeveloper.

Section 3. The Board of Trustees authorizes the reissuance of payment in the amount of \$224,840.34 to Fisher59 Properties, LLC as payment of the previously approved Request for Reimbursement #3.

Section 4. In connection with the payment authorized herein, the Executive Director shall obtain from Fisher59 Properties, LLC a fully executed Mutual Release Agreement, in a form approved by legal counsel, confirming receipt of payment as full satisfaction of LEDA's obligations under Request for Reimbursement #3, prior to or simultaneously with disbursement of such payment. The Chairman is authorized to execute such agreement on behalf of LEDA.

Section 5. The Chairman is authorized and directed to take all actions necessary to effectuate the purposes of this Resolution.

PASSED, APPROVED, AND ADOPTED the 16th day of April, 2026.

David Madigan, Chairman

ATTEST:

Secretary

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement (“Agreement”) is entered into as of _____, 2026 (“Effective Date”), by and between the Lawton Economic Development Authority, a public trust organized under the laws of the State of Oklahoma (“LEDA”), and Fisher59 Properties, LLC, a Texas limited liability company (“Redeveloper”).

RECITALS

A. On April 23, 2024, the City of Lawton, LEDA, the Lawton/Fort Sill Economic Development Corporation, and Redeveloper entered into a Redevelopment Agreement, as amended by the First Amendment thereto (collectively, the “Redevelopment Agreement”), for the development of a distribution center within the Airport Industrial Park.

B. Pursuant to the Redevelopment Agreement, Redeveloper submitted Request for Reimbursement #3 in the amount of \$224,840.34 (“Reimbursement Request #3”), which LEDA approved on April 17, 2025.

C. Following approval, LEDA’s original payment of the Payment Request was misdirected to a fraudulent account as a result of a business email compromise scheme and Redeveloper did not receive the payment.

D. The Lawton Police Department has confirmed that the fraud was perpetrated by an outside third party with no association to any member of LEDA, the City of Lawton, or Redeveloper.

E. By Resolution 2026-___, adopted on April 16, 2026, the LEDA Board of Trustees authorized reissuance of payment in the amount of \$224,840.34, payable to Redeveloper (“Reissued Payment #3”).

F. The parties desire to execute this Agreement to resolve all claims arising out of or relating to the misdirection of LEDA’s original payment of Reimbursement Request #3 and the delay in Redeveloper's receipt thereof, so that both parties may proceed under the Redevelopment Agreement without dispute as to Reimbursement Request #3.

AGREEMENT

1. Payment and Acknowledgment of Receipt. Simultaneously with the execution of this Agreement, LEDA delivers to Redeveloper a check in the amount of \$224,840.34 representing the Reissued Payment #3, payable to Fisher59 Properties, LLC, in full satisfaction of LEDA's obligations under Reimbursement Request #3. Redeveloper’s execution of this Agreement shall constitute acknowledgment of receipt of such Reissued Payment #3.

2. Release by Redeveloper. Redeveloper, on behalf of itself and its members, managers, officers, agents, successors, and assigns, hereby releases and forever discharges LEDA and its trustees, officers, attorneys, employees, agents, successors and assigns (collectively, “Released Parties”) from any and all claims, demands, causes of action, damages, losses, costs, and expenses of any nature whatsoever, whether known or unknown, arising out of or relating to: (a) the misdirection of LEDA’s original payment of Reimbursement Request #3; (b) any delay in Redeveloper's receipt of payment for Reimbursement Request #3; or (c) any costs, expenses, financing charges, interest, or other amounts

incurred by Redeveloper in connection with the foregoing, including without limitation any loan proceeds or personal time expended in connection with the investigation of the fraud.

3. Release by LEDA. LEDA, on behalf of itself and its trustees, officers, employees, agents, successors, and assigns hereby releases and forever discharges Redeveloper and its members, managers, officers, attorneys, employees, agents, successors, and assigns from any and all claims, demands, and causes of action of any nature whatsoever, whether known or unknown, arising out of or relating to the misdirection of LEDA's original payment of Reimbursement Request #3 or without limitation, the circumstances surrounding the occurrence and/or investigation of the fraud.

4. No Admission of Fault. This Agreement does not constitute an admission of fault, negligence, or culpability by any party. The parties acknowledge that the fraud was perpetrated by an outside third party with no association to LEDA or Redeveloper.

5. Continuation of Redevelopment Agreement. Nothing in this Agreement shall be construed to modify, waive, or otherwise affect the rights and obligations of the parties under the Redevelopment Agreement, which remains in full force and effect. The parties reaffirm their commitment to proceed under the Redevelopment Agreement in accordance with its terms.

6. Authority. Each party represents and warrants that the person executing this Agreement on its behalf has full authority to do so and to bind the respective party.

7. Incorporation of Recitals; Entire Agreement. The Recitals are true and correct and are incorporated herein by reference. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, representations, and understandings relating thereto.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

LAWTON ECONOMIC DEVELOPMENT AUTHORITY

By: _____
David Madigan, Chairman

FISHER59 PROPERTIES, LLC

By: _____
Brett Walford, President