



City of Lawton

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

Lawton Economic Development Authority

Agenda

Thursday, May 21, 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 to approve the minutes of the April 30, 2026, special meeting.
2. Consider and take action to approve the March 2026 Financial Report from Hatch, Croke and Associates.
3. 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 award of Bid Package #2 – Site Utilities in accordance with the recommendation of the CM, and authorize the Chairman to execute the Form of Guaranteed Maximum Price Proposal in accordance therewith.
4. Consider and take action to approve the Retainer Agreement for Professional and Legal Services between the Lawton Economic Development Authority and the Center for Economic Development Law for FY 2026-2027 legal services related to economic development activities and projects.
5. Consider and take action to approve the Second Amendment to the Mowing and Debris Removal Contract for LEDA Properties between the Lawton Economic Development Authority and The Lawn Wizards, extending the agreement through June 30, 2027.

Reports

1. Receive a report from the LEDA Executive Director

Executive Session

1. Pursuant to Section 307(C)(11), Title 25, Oklahoma Statutes, consider and take action to convene in executive session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business with commercial or retail interest to locate within our jurisdiction, as public disclosure of the matter discussed would interfere with the development of products or services and/or violate the confidentiality of the business, and if necessary, take appropriate action in open session.
2. Pursuant to Section 307(B)(3), Title 25, Oklahoma Statutes, consider and take action to convene 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 to approve the minutes of the April 30, 2026, special meeting.

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Tammy Branstetter, Senior Deputy City Clerk

Background:

Minutes from the April 30, 2026, special meeting have been drafted and are awaiting approval.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Draft Minutes — 04.30.2026 Special LEDA Meeting

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the minutes of the April 30, 2026, special meeting as presented.

ATTACHMENTS:

- 1. LEDA Draft Minutes - 04.30.2026



City of Lawton
**Lawton Economic
Development Authority**

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

Minutes

Thursday, April 30, 2026

3:00 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 special meeting to order at 3:01 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, Mark Brace

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

OTHERS PRESENT: Richard Rogalski, LEDA Executive Director; Kobe Humble, City Clerk's Office; Tim Wilson, Deputy City Attorney; Ryan Herring, Herring Construction; Molly Fry, Herring Construction; *George Liddell, Firehawk Aerospace; Mike Ray, The Lawton Constitution

*Attended virtually via Microsoft Teams

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

Chairman Madigan confirmed 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. Receive a report from Ryan Herring Construction, Inc., LEDA's Construction Manager for the Firehawk Aerospace construction project, and consider and take action to approve the award of Bid Package #1 — Demolition/Site

Work/Storm Drainage to Iron Pipe in the amount of \$4,388,288.00 as the lowest responsive and responsible bidder meeting the requirements of the bid documents and authorize the Chairman to execute the Form of Guaranteed Maximum Price Proposal in accordance therewith.

A copy of Ryan Herring Construction's Recommendation Letter for Award of Bid Package 1 - Demolition, Sitework, and Storm Drainage, may be obtained from the City Clerk's Office upon request.

Chairman Madigan asked Ryan Herring of Ryan Herring Construction, Inc to provide a brief summary of the bid package. He notated that there were three bids turned in.

Mr. Herring said if you guys want to turn to page 4 of your packet that you have in front of you, that's the letter that I sent off. I believe I sent that on Friday last week. This is the very first bid package that we've had on the Firehawk project. I'll say this a lot — you'll probably hear me say it a lot over the next 12 to 18 months — this contract's a bit of an anomaly when it comes to construction management. There's nothing really straightforward on it because you guys are funding up to a certain point, and then Firehawk is going to fund up to a certain point. So, typically, what we'll do is — I can use this as an example — we're building a safe room/gymnasium over at Ridgecrest Elementary. When we bid that out under construction management, we had about 18 to 20 bid packages that all went out at the exact same time. So, we received 3 to 4 bids in each bid package, and we're able to quantify all of those bids and then give you guys what we call a guaranteed maximum price.

Mr. Herring said this Firehawk project, due to some time constraints, is being released in phases. Phase one was the demolition, site work, and storm drainage, and that's just one package of a multitude of packages that will come out from now until really the first quarter of next year. It was a way to facilitate an expeditious schedule and to try to fast-track it so we can get all the dirt work out of the way.

Mr. Herring said the site utilities package has been completed. We sent out the first advertisement last Sunday, and it will hit the paper again this Sunday. I think we have our bids set for Tuesday, May 19th. So we'll do the same process, it will just be the second bid package. After that, it gets a little more complex — and I'm probably telling you more than what you want to know, I'm just trying to give you a little forecast. It gets a little more complex because we actually start building vertically instead of horizontally. The first package is going to be three buildings: buildings four, five, and six. It doesn't really make any difference to you guys, just knowing these are buildings four, five, and six. Inside each one of those buildings, like a normal construction project, there are a multitude of trades. We've got concrete, electrical, mechanical, and so whenever we bid those bid packages, there could be in excess of 20 different small bid packages inside of that. I hope I'm not being too confusing, but I'm just kind of giving you guys a look down the road of why this will look a little bit different as we go.

Mr. Herring said whenever we received our bids for the three that you see in your letter

there on page 4, we received three bids. And we talked about this at the last meeting — under Title 61, which is what your board has to abide by, we had one responsive bid. That responsiveness was determined by the fact that only one bidder was able to meet the 60-day timeframe that we put on the project. That 60-day timeframe to complete their work was set forth by the gentleman on the screen behind you. I won't reveal any of his trade secrets, but he's got some hard-stop deadlines that happen next year. We've worked ourselves backward from those dates, so we know how much time each trade has allotted, and so we're able to say, okay, we've got to have 60 days. We received three bids, and all of this stuff is public record if you guys want any of it. We're just holding onto it until it's ready to release. Only one of the bids, which was Iron Pipe, showed that he could do the job in 60 days. Obviously, he's not the low number, but he's the only responsive and responsible bid that we received. So that's why we make our recommendation, in accordance with Title 61, to award to Iron Pipe for \$4,388,000.

Nance said where do the numbers come from? Was that a deadline?

Mr. Herring said if you'll move down a little bit further, the very last paragraph that we've got there says the 60-day completion requirement is considered a material component of the bid documents. If you had the bid packet in your hand, you would see that there's a note on the front cover sheet listing five or six things that they owe us. It's things like the bid proposal, bid bond, affidavit, insurance, etc. But the last two that I know are important to this conversation are, one, they owed us a schedule, and the other thing they owed us is a list of three projects of similar size, scope, and nature. So the 60 days — as I explained earlier — we kind of backed ourselves into that because we know that we've got to have that dirt work done in 60 days so our concrete guy can start, so that ultimately, that doesn't keep trickling down and then this gentleman on the screen winds up in a situation where he can't produce the product that he needs to produce for the Department of Defense. So the 60 days is what we asked the three companies — or really anybody bidding on the project — to meet. We asked the contractors, with their bid packet, to please provide us a schedule, and we put a note stating there is a 60-day calendar duration in which you need to build your schedule to. So the days you see there are the days they gave us with their schedule at bid time.

Nance said what happens if Iron Pipe doesn't meet that schedule.

Mr. Herring said that's a great question. Probably the magic word that everybody's looking forward to hearing me say is liquidated damages. Liquidated damages is a clause that we — you guys, us, anyone — are allowed to put into a contract. It is a pre-established dollar amount that says every day you go past this, we're going to charge you X amount of dollars. You've got to come up with that number ahead of time. That could be \$500, or it could be \$5,000 — we do some Department of Defense work that's \$5,000 a day in liquidated damages — as long as it's put in the contract.

Mr. Herring said we don't have liquidated damages in our contract with LEDA because, going back to what I said earlier, this is a bit of an anomaly, and that's a hard thing to define. One thing to keep in mind is liquidated damages are not punitive. You're getting

liquidated damages because you've been put out that amount of money over those kinds of days. So what we do to combat that, which in our opinion is a little bit stronger, is that in whatever we issue — with you guys' permission, if you work on Iron Pipe — we'll have multiple clauses in our subcontract with Iron Pipe that, for lack of a better term, give us some teeth that says if you don't meet certain interim milestones per the contract schedule — which their contract will be tied to — and we'll be having weekly meetings with them like we always do, with people onsite every day with them — if they fail to meet those milestones, they have a one-day cure notice. We send them a letter that says you've got one day to give us a response on how you're going to cure this. All additional expenses incurred to meet the schedule and get it back on track are at their own expense, not ours or the owner's. If they fail to meet that — and I'm going off memory here, I think maybe it's three days — if they fail to meet that and catch that back up, or at least give us a plan within that two- or three-day timeframe, we have the teeth in that contract to supplement their workforces and to back charge them so that it doesn't cost you or me any money. So we leave those teeth in the actual contract itself.

Richard Rogalski, LEDA Executive Director, said I think it might be a good time to bring in George Liddell because the whole issue of the 60 days revolves around his schedule.

George Liddell, Firehawk Aerospace, said I'm grateful to be here, so thank you for your time. To the extent that I can provide more insight onto the requirements, I'm happy to speak to them. I do have the project schedule behind me. I have a version of it at home. I think about the schedule day and night because every single piece of equipment that has been purchased on this project has early delivery incentives. Every design contract that we've sent out — whether it's the architects, process engineers, structural, civil, or whoever else — has early design incentives. This may seem like an aggressive requirement that we've placed on this first bid package, which is under review now, but every group working on this project is being held to the same standard. You can imagine I'm not a popular person with all of these groups, but it is driven by end-customer requirements. I can say that we will be having a press release on Monday or Tuesday next week that will shed some light on it. It's not currently public, but I can say that we have a customer ready to purchase the products that will be produced on this site, up to a certain quantity, all due to be delivered before the end of next year. So this is really exciting because it means we're going to need to hire and get to work as soon as possible.

Mr. Liddell said what we know we've designed the site for, with respect to throughput, we know how much time we have to deliver on that contract. So it is well defined what the expectations from the government and the customers are on us, and we would love to meet that schedule, because it aligns with our company mission in terms of the problems we're trying to solve for the United States. So every bid package is going to be similarly aggressive, hopefully feasible, but I hope that sheds some light on our perspective, the approach we're taking. It's not simply this bid, it's every step of the process.

Rogalski said and so I kind of felt like, when you think about liquidated damages versus the process that Ryan has laid out, at the end of a project, if the guy's late, you charge him, say, \$1,000 a day. If he's 30 days late, that's \$30,000. Well, the impact of being 30 days late is much larger than that. So what we don't want to do is be 30 days late. We're saying we can't be 30 days late. So we're going to build into the contract, and it's going to be up to that man to make sure they stay on schedule. Our funding for this project does not get the whole project built, unfortunately. We are not building the whole site. So we're actually sort of out of the project, kind of, in terms of the construction project before it's done. And so that delivery date, that end date where you would start the liquidated damages for our construction manager, he's not the construction manager anymore, he's Firehawk's. That's between them, kind of, at that point.

Brown said when we have finished our obligations, our construction manager is going to move to Firehawk? That's what I heard you say.

Rogalski said I believe that's the case, but I don't know if they have the contract yet.

Mr. Herring said we do not have a contract yet. It's a moving goalpost. But I believe, and to reiterate what you said, once the \$22 million is expended, and as we start establishing this path, at some point Herring Construction will go under contract with Firehawk.

Rogalski said what is in our agreement is the fact that Firehawk will pay for it from there on. So that part is set. I can't say who they hire.

Brown said as the construction manager, did you do a cost estimate, or a rough order of magnitude for the Phase 1 work?

Mr. Herring said yes sir, I budgeted \$3.5 - \$4 million.

Brown said so all of our bidders could have come in close to that, but they could not meet the 60 days, so we're going to pay a premium for a 60-day guarantee. Does that sound reasonable?

Mr. Herring said it's hard for me to infer what their ideology was when they put the bid together. What we can do is a rough order of magnitude. I will tell you, in construction, the very hardest thing to quantify is dirt. It's always a different game. But absolutely, there could have been a possibility that these guys accelerated, got more equipment, and said, "Hey, it's going to take more manpower to do that."

Brown said so there is a premium to meet that schedule. We own how many phases that our \$22 million goes towards?

Rogalski said with regard to the bid packages, we'll probably run out somewhere after the buildings, maybe, but we have to see how each one goes, and we'll track it from

there. Basically, we run out of our \$22 million, according to his expenditure schedule in, I think, October or November.

Brown said so this is a commingled Gantt chart that's being displayed, from what you've told me.

Mr. Liddell said yes sir. And the idea is that while we're building group one, we'll still be designing group two and so on. While we're building group two, we'll finish the design of group three. And it was the most rapid way to get through the project.

Brown said I have no objections. I'm just trying to understand. I just wanted to know, was what we committed to three discreet packages, or we will do it until we run out of money.

Rogalski said it's the money - the dollar value, because honestly, we don't know what the packages are quite frankly yet.

Mr. Herring said it's on the schedule. If anybody on the board wants to see that schedule, I think that we can send it to you. Keep in mind that it's a living document — it flows.

Brown said I will give you my card, and I would like to take a look at it.

Mr. Herring said sure.

Mr. Herring said we've got a utility package being advertised right now, so we'll take bids on that. Then we've got buildings 4, 5, and 6, which will be the next ones. We're actually working on those now, and we hope we'll be able to get those into the solicitation, or the advertisement in the paper, on Sunday. The next project, or the next building to come out, will be one single building, which will be Building 16. After that, we'll probably be in August before we get our next round of buildings.

Rogalski said and when I said we run out of money in September or October, that's the actual construction cost. And so, like I said, if the next three bid packages used up all our money, we would actually sort of be done awarding next month. But we'd still be building it, we'd still be paying for the construction.

Mr. Herring said and I anticipate that to happen with Buildings 4, 5 and 6 bid packages.

Brown inquired about completion dates.

Mr. Herring said completion dates will be this fall. But I don't even think you guys are going to have enough money to award all of Buildings 4, 5, and 6. These are some pretty hefty buildings. Two of the buildings have walls that are 24 inches thick, and some of the interior walls are 12 inches thick. They are large, 30-foot-plus buildings, and they've got concrete tops on them. These buildings that we're soliciting, hopefully

on Sunday, are part of the heart of what Firehawk is going to try to do. It's all the stuff that goes boom. So, they've got blast walls and blast doors. They're large, very concrete-intensive buildings, which will be some of the most expensive buildings by the square-foot that you'll probably ever see.

Mr. Herring said the only thing that I can elaborate on a little bit is on the next page, page 6 of 7, which is Exhibit F, our Guaranteed Maximum Price. Normally, on that first line item right there, I can give you guys a dollar amount and say, 'There it is.' Then everything else underneath it would be our insurances, our fees, our superintendents, and our GCs. I'm going to give you that number, but it's going to be a little bit of a moving target, again, because every time we bid another package, we'll add some more money to that. We'll keep doing that until we get to a total number at the bottom of \$22 million. So again, if anyone ever looks at it from one week to the next, or two weeks to the next, and has a question, don't hesitate to call me. Richard's got my cell phone number and my email, and I'll try to explain it because we're not going to be doing anything that isn't transparent at all times. It's just that number is going to move quite a bit because we're going to keep getting packages. We just don't move it all in one lump sum.

Mr. Herring said I would like to add one thing, if I'm not out of line in saying this. I have emailed over a standard copy of our contract that we use. Richard's got it. I want to throw this out to the board. It's very common for us to do a contract for LEDA, LPS, or CCMH and then give them the opportunity to look over our contract. They may say, 'Hey, you need to add this.' I'll give an example that everybody knows about: we have to add a clause in our contract with LPS about sex offenders. We have to have it in there because we cannot have sex offenders on the LPS job site. So, as you guys have an opportunity to look through our contract, if there's something in there you want us to revise, there are certain things we can't take out because we're contractually or legally obligated to include them. But if there are any additional revisions that you guys want to suggest, and say, 'Hey, would you mind doing this,' please send those back to us, and we'd be more than happy to take a look at them.

Rogalski said and we'll send this over to our attorneys. We'll have everybody look at it.

Madigan said George, are you satisfied with the bid package? I know it's probably a little bit more than the original estimate. Because, again, if I'm hearing correctly, we're funding up to \$22 million. So you're taking it kind of on the back end. I think that is hopefully a fair question to ask — is Firehawk comfortable with this?

Mr. Liddell said yes sir, I am. It is our expectation that there may be challenges at times meeting some of the requirements, and that budget amount that Ryan mentioned earlier versus the amount this is coming in at, we're very happy, because we'll end up paying that delta on the back end, and we're very happy to do that.

Brace asked if the initial accumulation from the P3 grant is greater than this contract.

Rogalski said yes. It's \$1.7 million a month starting in December.

Brace said is it paid monthly?

Rogalski said it is earned monthly, and they pay it to us in draws.

Motion by Brown, **Second** by Walker, to approve Business Item #1 as presented.
AYE: Brown, Madigan, Brace, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

Adjournment

Motion by Nance, **Second** by Neal, to adjourn the April 30, 2026, special meeting.
AYE: Brown, Madigan, Brace, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED.**

The meeting was adjourned at 3:26 P.M.

Item Title:

Consider and take action to approve the March 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 March 2026, and they are now awaiting the Authority's review and approval.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

LEDA Financials March 2026

Key Issues:

N/A

Funding Source:

LEDA

Recommended Action:

Approve the March 2026 Financial Report as presented.

ATTACHMENTS:

1. LEDA Financials March 2026

Financial Statements

**of
LAWTON ECONOMIC DEVELOPMENT AUTHORITY
For the Periods Ended March 31, 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 March 31, 2026, and March 31, 2025, and the related statement of revenue and expenses for the 1 month and 9 months ended March 31, 2026, and March 31, 2025, and the related statement of cash flows for the 1 month and 9 months ended March 31, 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 9 months ended March 31, 2026 and March 31, 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
May 11, 2026

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Net Position
March 31, 2026 and 2025

ASSETS

	As of Mar. 31, 2026		As of Mar. 31, 2025	Change	Pct
Current Assets					
Cash-IBC Downtown TIF #5500	\$ 38,798.39		\$ 262,255.76	\$ (223,457.37)	(85)
Cash-IBC TIF 2 #0944	2,534,950.56		1,601,411.39	933,539.17	58
Cash-CNB STEDI TIF #7680	(48,913.86)		4,453,137.73	(4,502,051.59)	(101)
Cash-BOK TIF2 #58-1 Restricted	299,101.14		258,677.48	40,423.66	16
Cash - CNB STEM #769	453,863.91		0.00	453,863.91	0
Cash-BOK 2019 Interest #58.2	155.80		0.00	155.80	0
Cash - CNB IntraFi	3,789,799.04		0.00	3,789,799.04	0
Interest Receivable - BOK	692.66		719.07	(26.41)	(4)
Sales & Use Tax Receivable	68,325.91		196.79	68,129.12	999
Property Tax Receivable TIF 1	193,543.39		110,319.53	83,223.86	75
Property Tax Receivable TIF 2	24,762.00		41,623.00	(16,861.00)	(41)
Property Tax Receivable TIF 3	5,132.00		0.00	5,132.00	0
Property Tax Receivable TIF 5	1,578.00		0.00	1,578.00	0
Property Tax Receivable TIF 6	90,720.00		0.00	90,720.00	0
A/R-State Matching Curr Yr	664,790.31		629,189.79	35,600.52	6
A/R-State Matching Pr Yrs	0.00		557,212.41	(557,212.41)	(100)
Total Current Assets	\$ 8,117,299.25		\$ 7,914,742.95	\$ 202,556.30	3
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	405,500.00		405,500.00	0.00	0
Total Fixed Assets	1,797,260.65		1,781,688.00	15,572.65	1
Other Assets					
N/R - Westwin Elements	2,700,000.00		2,700,000.00	0.00	0
Total Other Assets	2,700,000.00		2,700,000.00	0.00	0
Total Assets	\$ <u>12,614,559.90</u>		\$ <u>12,396,430.95</u>	\$ <u>218,128.95</u>	<u>2</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Net Position
March 31, 2026 and 2025

LIABILITIES AND NET POSITION

	As of Mar. 31, 2026	As of Mar. 31, 2025	Change	Pct
Current Liabilities				
Accounts Payable	\$ 33,848.00	\$ 17,981.50	\$ 15,866.50	88
Accrued Interest Payable	42,700.18	46,415.42	(3,715.24)	(8)
Total Current Liabilities	\$ 76,548.18	\$ 64,396.92	\$ 12,151.26	19
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	0.00	414,322.00	(414,322.00)	(100)
Payable to COL-Westwin Project	1,000,000.00	1,000,000.00	0.00	0
Payable to COL-Fisher59(TIF 5)	1,770,310.30	1,770,310.30	0.00	0
Total Long Term Liabilitie	30,348,616.63	28,930,102.88	1,418,513.75	5
Net Position				
Invested in Capital Assets	1,797,260.65	1,781,688.00	15,572.65	1
Net Position-Rest(BOK Cash)	299,256.94	258,677.48	40,579.46	16
Net Position-Restr(TIF 4 STEM)	17,766.60	33,455.06	(15,688.46)	(47)
Net Position-Restr(TIF 3 STEM)	395,963.33	313,059.66	82,903.67	26
Net Position-Restr(TIF 5 STEM)	157.80	0.00	157.80	0
Net Position-Restr(TIF 6 STEM)	6,679.90	0.00	6,679.90	0
Net Position - Unrestricted	(18,015,223.77)	(20,721,192.73)	2,705,968.96	(13)
Change in Net Position	(2,312,466.36)	1,736,243.68	(4,048,710.04)	(233)
Total Net Position	(17,810,604.91)	(16,598,068.85)	(1,212,536.06)	7
Total Liabilities & Net	\$ 12,614,559.90	\$ 12,396,430.95	\$ 218,128.95	2

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses - Combined
For the Periods Ended March 31, 2026 and 2025

	1 Month Ended Mar. 31, 2026	Pct	1 Month Ended Mar. 31, 2025	Pct	9 Months Ended Mar. 31, 2026	Pct	9 Months Ended Mar. 31, 2025	Pct
Revenue								
Hotel/Motel Tax	\$ 23,995.00	5.18	\$ 25,783.00	14.51	\$ 204,051.00	5.98	\$ 230,473.00	8.26
State of OK Matching Funds	70,692.89	15.26	0.00	0.00	664,790.30	19.48	629,189.79	22.56
Property Tax Income	315,735.39	68.18	151,942.53	85.49	2,058,814.44	60.33	1,483,406.12	53.20
Sales and Use Tax	<u>52,697.90</u>	<u>11.38</u>	<u>0.00</u>	<u>0.00</u>	<u>484,734.31</u>	<u>14.21</u>	<u>445,495.79</u>	<u>15.98</u>
Total Revenue	463,121.18	100.00	177,725.53	100.00	3,412,390.05	100.00	2,788,564.70	100.00
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	2,500.00	1.41	2,535.00	0.07	2,570.00	0.09
Development Assistance	299,478.24	64.67	337,347.69	189.81	4,829,282.22	141.52	337,347.69	12.10
Interest Expense	150,534.43	32.50	46,415.42	26.12	499,566.05	14.64	424,984.10	15.24
License Fee - Lawton Lodging	15,996.67	3.45	47,234.00	26.58	158,400.00	4.64	134,129.34	4.81
Mowing/Debris Removal	0.00	0.00	0.00	0.00	3,040.00	0.09	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	1,435.00	0.31	2,225.00	1.25	11,435.00	0.34	13,116.38	0.47
Professional Fees - Legal	25,764.20	5.56	17,092.50	9.62	147,397.78	4.32	107,293.41	3.85
Professional Fees - Other	6,649.00	1.44	6,649.00	3.74	59,841.00	1.75	58,009.00	2.08
STEM Community Events	0.00	0.00	0.00	0.00	31,095.15	0.91	0.00	0.00
TIF-Cache Public Schools	0.00	0.00	0.00	0.00	28,051.47	0.82	17,644.88	0.63
TIF-Comanche Cty Commissio	0.00	0.00	0.00	0.00	23,754.25	0.70	20,877.11	0.75
TIF-Comanche County Hlth De	0.00	0.00	0.00	0.00	5,944.37	0.17	5,224.38	0.19
TIF-Great Plains Tech Center	0.00	0.00	0.00	0.00	35,410.77	1.04	31,121.81	1.12
TIF - Lawton Public Schools	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,110.57</u>	<u>0.18</u>	<u>5,780.00</u>	<u>0.21</u>
Total Operating Expens	<u>499,857.54</u>	<u>107.93</u>	<u>459,463.61</u>	<u>258.52</u>	<u>5,841,863.63</u>	<u>171.20</u>	<u>1,160,161.03</u>	<u>41.60</u>
Operating Income	(36,736.36)	(7.93)	(281,738.08)	(158.52)	(2,429,473.58)	(71.20)	1,628,403.67	58.40
Interest Income	<u>12,880.71</u>	<u>2.78</u>	<u>13,545.57</u>	<u>7.62</u>	<u>117,007.22</u>	<u>3.43</u>	<u>107,840.01</u>	<u>3.87</u>
Total Other Income	<u>12,880.71</u>	<u>2.78</u>	<u>13,545.57</u>	<u>7.62</u>	<u>117,007.22</u>	<u>3.43</u>	<u>107,840.01</u>	<u>3.87</u>
Change in Net Positi	\$ <u>(23,855.65)</u>	<u>(5.15)</u>	\$ <u>(268,192.51)</u>	<u>(150.90)</u>	\$ <u>(2,312,466.36)</u>	<u>(67.77)</u>	\$ <u>1,736,243.68</u>	<u>62.26</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Cash Flows
For the Period Ended March 31, 2026
INCREASE (DECREASE) IN CASH OR CASH EQUIVALENTS

	<u>1 Month Ended</u> <u>Mar. 31, 2026</u>	<u>9 Months Ended</u> <u>Mar. 31, 2026</u>
Cash Flow from Operating Activities		
Net Income (Loss)	\$ (23,855.65)	\$ (2,312,466.36)
Adjustments to Reconcile Cash Flow		
Decrease (Increase) in Current Assets		
Interest Receivable - BOK	160.36	535.15
A/R COL - Hotel/Motel Tax	0.00	33,549.00
A/R - IBC	1,900.00	0.00
Sales & Use Tax Receivable	84,685.41	131,247.10
Property Tax Receivable TIF 1	(183,357.39)	(170,251.56)
Property Tax Receivable TIF 2	(10,235.00)	(24,762.00)
Property Tax Receivable TIF 3	(5,132.00)	(5,132.00)
Property Tax Receivable TIF 5	(1,578.00)	(1,578.00)
Property Tax Receivable TIF 6	(90,720.00)	(90,720.00)
A/R-State Matching Curr Yr	(70,692.90)	551,107.70
A/R-State Matching Pr Yrs	586,905.02	557,212.41
Increase (Decrease) in Current Liabilities		
Accounts Payable	(3,243.42)	14,474.24
Accrued Interest Payable	(213,500.62)	(142,961.50)
TIF 3 Distributions Payable	<u>0.00</u>	<u>(32,598.02)</u>
Total Adjustments	<u>95,191.46</u>	<u>820,122.52</u>
Cash Provided (Used) by Operations	71,335.81	(1,492,343.84)
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	0.00	4,104,228.00
Payable to COL - downtown plan	<u>(414,322.00)</u>	<u>(414,322.00)</u>
Cash Provided (Used) by Financing	<u>(414,322.00)</u>	<u>1,884,906.00</u>
Net Increase (Decrease) in Cash	(342,986.19)	392,562.16
Cash at Beginning of Period	<u>7,410,741.17</u>	<u>6,675,192.82</u>
Cash at End of Period	\$ <u><u>7,067,754.98</u></u>	\$ <u><u>7,067,754.98</u></u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses - Operations
For the Periods Ended March 31, 2026 and 2025

	1 Month Ended Mar. 31, 2026	Pct	1 Month Ended Mar. 31, 2025	Pct	9 Months Ended Mar. 31, 2026	Pct	9 Months Ended Mar. 31, 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	2,500.00	0.00	2,535.00	0.00	2,535.00	0.00
Interest Expense	150,534.43	0.00	46,415.42	0.00	499,566.05	0.00	424,984.10	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	1,435.00	0.00	2,225.00	0.00	11,435.00	0.00	13,116.38	0.00
Professional Fees - Legal	25,764.20	0.00	17,092.50	0.00	147,397.78	0.00	107,293.41	0.00
Professional Fees - Other	6,649.00	0.00	6,649.00	0.00	59,841.00	0.00	58,009.00	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>184,382.63</u>	<u>0.00</u>	<u>74,881.92</u>	<u>0.00</u>	<u>754,909.98</u>	<u>0.00</u>	<u>606,720.82</u>	<u>0.00</u>
Operating Income	(184,382.63)	0.00	(74,881.92)	0.00	(754,909.98)	0.00	(606,720.82)	0.00
Interest Income	<u>12,880.71</u>	<u>0.00</u>	<u>13,545.57</u>	<u>0.00</u>	<u>117,007.22</u>	<u>0.00</u>	<u>107,840.01</u>	<u>0.00</u>
Total Other Income	<u>12,880.71</u>	<u>0.00</u>	<u>13,545.57</u>	<u>0.00</u>	<u>117,007.22</u>	<u>0.00</u>	<u>107,840.01</u>	<u>0.00</u>
Change in Net Positi	<u>\$ (171,501.92)</u>	<u>0.00</u>	<u>\$ (61,336.35)</u>	<u>0.00</u>	<u>\$ (637,902.76)</u>	<u>0.00</u>	<u>\$ (498,880.81)</u>	<u>0.00</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 1
For the Periods Ended March 31, 2026 and 2025

	<u>1 Month Ended</u> <u>Mar. 31, 2026</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Mar. 31, 2025</u>	<u>Pct</u>	<u>9 Months Ended</u> <u>Mar. 31, 2026</u>	<u>Pct</u>	<u>9 Months Ended</u> <u>Mar. 31, 2025</u>	<u>Pct</u>
Revenue								
Property Tax Income	\$ <u>193,543.39</u>	<u>100.00</u>	\$ <u>110,319.53</u>	<u>100.00</u>	\$ <u>304,125.39</u>	<u>100.00</u>	\$ <u>246,694.53</u>	<u>100.00</u>
Total Revenue	193,543.39	100.00	110,319.53	100.00	304,125.39	100.00	246,694.53	100.00
Operating Expenses								
Bank Charges	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.01</u>
Total Operating Expens	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.01</u>
Operating Income	<u>193,543.39</u>	<u>100.00</u>	<u>110,319.53</u>	<u>100.00</u>	<u>304,125.39</u>	<u>100.00</u>	<u>246,659.53</u>	<u>99.99</u>
Change in Net Positi	\$ <u>193,543.39</u>	<u>100.00</u>	\$ <u>110,319.53</u>	<u>100.00</u>	\$ <u>304,125.39</u>	<u>100.00</u>	\$ <u>246,659.53</u>	<u>99.99</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 2
For the Periods Ended March 31, 2026 and 2025

	1 Month Ended Mar. 31, 2026	Pct	1 Month Ended Mar. 31, 2025	Pct	9 Months Ended Mar. 31, 2026	Pct	9 Months Ended Mar. 31, 2025	Pct
Revenue								
Hotel/Motel Tax	\$ 23,995.00	13.94	\$ 25,783.00	38.25	\$ 204,051.00	10.58	\$ 230,473.00	12.29
State of OK Matching Funds	70,692.89	41.07	0.00	0.00	664,790.30	34.48	629,189.79	33.55
Property Tax Income	24,762.00	14.38	41,623.00	61.75	574,540.71	29.80	570,351.83	30.41
Sales and Use Tax	<u>52,697.90</u>	<u>30.61</u>	<u>0.00</u>	<u>0.00</u>	<u>484,734.31</u>	<u>25.14</u>	<u>445,495.79</u>	<u>23.75</u>
Total Revenue	172,147.79	100.00	67,406.00	100.00	1,928,116.32	100.00	1,875,510.41	100.00
Operating Expenses								
License Fee - Lawton Lodging	15,996.67	9.29	47,234.00	70.07	158,400.00	8.22	134,129.34	7.15
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>15,996.67</u>	<u>9.29</u>	<u>47,234.00</u>	<u>70.07</u>	<u>158,400.00</u>	<u>8.22</u>	<u>135,409.34</u>	<u>7.22</u>
Operating Income	<u>156,151.12</u>	<u>90.71</u>	<u>20,172.00</u>	<u>29.93</u>	<u>1,769,716.32</u>	<u>91.78</u>	<u>1,740,101.07</u>	<u>92.78</u>
Change in Net Positi	<u>\$ 156,151.12</u>	<u>90.71</u>	<u>\$ 20,172.00</u>	<u>29.93</u>	<u>\$ 1,769,716.32</u>	<u>91.78</u>	<u>\$ 1,740,101.07</u>	<u>92.78</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 3
For the Periods Ended March 31, 2026 and 2025

	1 Month Ended Mar. 31, 2026	Pct	1 Month Ended Mar. 31, 2025	Pct	9 Months Ended Mar. 31, 2026	Pct	9 Months Ended Mar. 31, 2025	Pct
Revenue								
Property Tax Income	\$ 5,132.00	100.00	\$ 0.00	0.00	\$ 841,807.34	100.00	\$ 496,309.76	100.00
Total Revenue	<u>5,132.00</u>	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>841,807.34</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	513.21	0.00	0.00
TIF-Cache Public Schools	0.00	0.00	0.00	0.00	25,941.27	3.08	17,644.88	3.56
TIF-Comanche Cty Commissio	0.00	0.00	0.00	0.00	18,038.01	2.14	16,858.05	3.40
TIF-Comanche County Hlth De	0.00	0.00	0.00	0.00	4,513.91	0.54	4,218.63	0.85
TIF-Great Plains Tech Center	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>26,889.51</u>	<u>3.19</u>	<u>25,130.53</u>	<u>5.06</u>
Total Operating Expens	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,395,622.70</u>	<u>522.16</u>	<u>63,852.09</u>	<u>12.87</u>
Operating Income	<u>5,132.00</u>	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(3,553,815.36)</u>	<u>(422.16)</u>	<u>432,457.67</u>	<u>87.13</u>
Change in Net Positi	<u>\$ 5,132.00</u>	<u>100.00</u>	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ (3,553,815.36)</u>	<u>(422.16)</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 March 31, 2026 and 2025

	1 Month Ended Mar. 31, 2026	Pct	1 Month Ended Mar. 31, 2025	Pct	9 Months Ended Mar. 31, 2026	Pct	9 Months Ended Mar. 31, 2025	Pct
Revenue								
Property Tax Income	\$ 0.00	0.00	\$ 0.00	0.00	\$ 177,666.00	100.00	\$ 170,050.00	100.00
Total Revenue	<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>
Operating Expenses								
TIF-Comanche Cty Commissio	0.00	0.00	0.00	0.00	4,211.52	2.37	4,019.06	2.36
TIF-Comanche County Hlth De	0.00	0.00	0.00	0.00	1,053.91	0.59	1,005.75	0.59
TIF-Great Plains Tech Center	0.00	0.00	0.00	0.00	6,278.17	3.53	5,991.28	3.52
TIF - Lawton Public Schools	<u>0.00</u>	<u>0.00</u>	<u>0.00</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 Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</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>0.00</u>	<u>0.00</u>	<u>0.00</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>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</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 March 31, 2026 and 2025

	1 Month Ended Mar. 31, 2026	Pct	1 Month Ended Mar. 31, 2025	Pct	9 Months Ended Mar. 31, 2026	Pct	9 Months Ended Mar. 31, 2025	Pct
Revenue								
Property Tax Income	\$ 1,578.00	100.00	\$ 0.00	0.00	\$ 3,156.00	100.00	\$ 0.00	0.00
Total Revenue	1,578.00	100.00	0.00	0.00	3,156.00	100.00	0.00	0.00
Operating Expenses								
Development Assistance	299,478.24	999.00	337,347.69	0.00	509,042.22	999.00	337,347.69	0.00
TIF-Comanche Cty Commissio	0.00	0.00	0.00	0.00	37.41	1.19	0.00	0.00
TIF-Comanche County Hlth De	0.00	0.00	0.00	0.00	9.36	0.30	0.00	0.00
TIF - Great Plains Tech Center	0.00	0.00	0.00	0.00	2,243.09	71.07	0.00	0.00
TIF - Lawton Public Schools	0.00	0.00	0.00	0.00	53.80	1.70	0.00	0.00
Total Operating Expens	299,478.24	999.00	337,347.69	0.00	511,385.88	999.00	337,347.69	0.00
Operating Income	(297,900.24)	(999.00)	(337,347.69)	0.00	(508,229.88)	(999.00)	(337,347.69)	0.00
Change in Net Positi	\$ (297,900.24)	(999.00)	\$ (337,347.69)	0.00	\$ (508,229.88)	(999.00)	\$ (337,347.69)	0.00

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 award of Bid Package #2 – Site Utilities in accordance with the recommendation of the CM, and authorize the Chairman to execute the Form of Guaranteed Maximum Price Proposal in accordance therewith.

Initiator: Richard Rogalski, LEDA Executive Director

Information Source: Ryan Herring, 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 Bid Package #2 – Site Utilities.

Bid Package #2 includes site utility infrastructure and associated work necessary for the Firehawk Aerospace project, including water, sanitary sewer, storm sewer, fire line, natural gas systems, septic systems, utility connections, excavation, backfill, compaction, and related site utility improvements.

Based on the CM's evaluation of submitted bids, a recommendation will be presented for consideration of awarding Bid Package #2 – Site Utilities. 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:

Firehawk Aerospace Bid Package #2 – Site Utilities

Key Issues:

N/A

Funding Source:

ODFA P3 Grant Funding

Recommended Action:

Receive the report from Ryan Herring Construction, Inc., LEDA's Construction Manager for the Firehawk Aerospace construction project, approve the award of Bid Package #2 – Site Utilities in accordance with the recommendation of the CM, and authorize the Chairman to execute the Form of Guaranteed Maximum Price Proposal.

ATTACHMENTS:

1. Firehawk Aerospace Bid Package #2 – Site Utilities

BID PACKAGE 2: SITE UTILITIES

This separate proposal shall include all labor, materials, equipment, services, and incidentals for the SITE UTILITIES installed, 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 Site Utility Systems** complete as specified, including water, sanitary sewer, storm sewer, indirect waste and vent system, septic system, septic fields, fire line & fire hydrants, and finished natural gas system.
2. To include all labor and materials for boring encasements, water, fire, sanitary, storm drainage. To include but not limited to: fittings, valves, hydrants, pipe, meters, boxes, headwalls, rip rap, bedding material, thrust blocks, restrained joint requirements, concrete encasement and concrete cradles, concrete protection for (cleanouts, lids, plugs), flowable fill, manholes, and cleanouts..
3. Each bidder shall visit the site of the project before submitting the proposal for this work so that they will be fully informed of the existing field conditions and the obstacles which might be encountered. Upon award of the contract the contractor will not be granted any additional compensation with regards to time and money for conditions that may have been evaluated during any inspection of the site.
4. This trade contractor to provide utility locates prior to commencement. The Contractor shall have all buried lines located and flagged in the field prior to commencing work. The contractor shall contact the engineer and review any buried lines located if conflicts exist.
5. Prior to beginning construction, the contractor shall excavate the existing utilities at all connection points to verify their horizontal and vertical location. the location, size and material, shall be reported to the engineer so that any necessary plan modifications can be made. Any additional labor or materials necessary to complete the connection shall be considered subsidiary to the project.
6. Trade contractor to coordinate any needed taps, saddles or shutdowns as required by the City of Lawton and per plans and specs, to also include adjoining properties affected with shutdowns.
7. This trade contractor includes all site water distribution systems, including tie-ins to existing main line, taps, valves, valve boxes, tapping sleeves, and all components and accessories for a complete water system.
8. Trade Contractor shall include all domestic water piping, excavation, backfill, bedding, and **compaction** required for connection of domestic water piping to within 10'0" from the building or point of connection.
9. Trade Contractor shall include all gas piping, excavation, backfill, bedding, and compaction required for connection of gas piping to within 10'0" from the building, including valves and tie-ins to existing natural gas supply as indicated in the drawings. Contractor to coordinate with Summit Utilities.

BID PACKAGE 2: SITE UTILITIES (Continued)

10. Trade Contractor shall include all sanitary sewer piping, fittings, cleanouts, excavation, backfill, bedding, and compaction required for connection of sanitary sewer to within 10' from the building and as required to its tie-in location including all taps, cleanouts, manholes, components, and accessories. Include capping and clearly marked area within 10' of building. Include connection to the manhole or main, and any City requirements for the connection.
11. Provide and install specific sanitary sewer system and storm sewer system as per drawings and specs
12. This trade contractor shall provide final design of the septic tanks and septic spray fields for the Project Manager to provide to the engineer for review and approval.
13. Septic field dimensions as shown on plans and specs are approximate and shall be confirmed by the septic system designer of record.
14. Provide any storm inlets or structures as indicated including concrete headwalls including trickle channels.
15. Provide utility service lines, cleanouts, vaults, meters, accessories, etc. and all associated fees for a completed installation.
16. **Provide temporary / permanent water supply for jobsite hydrant.** Make safe all utilities except for electrical work. Work with Construction Manager and demolition contractor.
17. Include all excavation, fill, backfill, base, detectable warning tapes, drainage fabrics, separation fabrics, tracer wire, thrust blocking, dewatering and compaction to meet specifications.
18. Any excavation within 10' of a known existing utility will require pot holing or hydrovac procedures for verification purposes to prevent damage.
19. Settlement of trenches associated with this scope of work will be repaired by this trade contractor. Trench protection relating to OSHA guidelines and cave-in protection to be adhered to.
20. To include flushing and disinfecting of domestic water & fire line as per local, state, and national codes.
21. Provide final connection of all Site Utility systems as required.
22. Provide temporary water service for construction use. Project needs one source of water close to the proposed building location. Permanent fire hydrants will be accepted if installed early enough.
23. To provide coordination with Project Manager or any needed road closures, traffic control, etc.
24. Trade contractor to follow plans and specs for guidance on any spoils removal, backfill, compaction, testing, and overfill of ditches (dirt to be left 2" high on ditches)
25. All grassed areas disturbed by construction of the proposed improvements shall be replanted with grass and fertilized in accordance with the project specifications. Existing grassed areas disturbed by construction shall be replanted with the same type of grass as was removed, unless otherwise specified.

BID PACKAGE 2: SITE UTILITIES (Continued)

26. Provide all related equipment accessories for required items of work.
27. Provide all layouts, staking and surveying as pertains to this scope of work from a control point provided by the construction manager.
28. All backfill of trenches and excavations inside of the building and under any sidewalks or paving shall be compacted to 95%. Backfill outside of the building in the landscape areas shall be to 95% compaction.
29. Furnish and coordinate with other Trades all penetrations through foundations.
30. Contractors need to review all drawings, specs, and Geotech reports for a complete understanding of the scope of the work.
31. **ALTERNATE 1:** Trade contractor to provide design and installation for a complete, operable and functioning anaerobic septic system as per Alternate 1 noted on plans provided.
32. Furnish, receive, store, layout, and install all materials required by the work of this contract. All lines, service and all associated items to achieve complete utility service are to be included in this trade.
33. It shall be the responsibility of this trade contractor to obtain and maintain all licenses, permits, fees, inspections, and certifications required for this work.
34. Trade Contractor to provide a Certificate of Insurance with acceptable limits upon issuing of subcontract. Insurance shall be maintained at all times throughout the course of the project.
35. As-built drawings of all line locations, depths, sizes, etc. shall be provided in CAD and PDF versions to the Project Manager. No paper drawings will be accepted. All as-built profiles of all utility lines shall be noted.

REFERENCES:

- Please submit at least 3 past projects your company has completed that is of similar size and complexity for your scope:

Indicate for each project the following minimum information:

Name of project, location, and construction date.

Name of project manager or superintendent responsible for project

1. _____

2. _____

3. _____

BID FORM #2- SITE UTILITIES

BID GUARANTEE:

Accompanying this proposal is a Certified or Cashier’s Check or Bidder’s Surety Bond made payable to the Owner for not less than 5% of the amount submitted herein. It is understood that the check or bond will be returned to the bidder, except that in the event of the Owner’s acceptance of this Proposal, and the Bidder fails to execute a Contract and file Performance and Materials and Payment Bonds within ten days of the date of the Owner’s acceptance; then, in that event, the Bidder’s Check or Bond will become the property of the Owner because of the failure of the Bidder to comply with the specified requirement. Bid Bond is accompanied by Bonding Agent’s Power of Attorney.

ADDENDA:

The undersigned acknowledges receipt of _____ Addenda issued during the time of bidding and the several changes included therein are included in this Proposal.

Addendum #	Date Issued

It is understood that, if accepted by the Owner, this proposal becomes a part of the Contract Documents upon signing of the Contract. The Owner reserves the right to reject any or all bids.

The undersigned agrees that this proposal shall not be withdrawn for a period of sixty days from the date of the bid opening.

Bidder agrees to perform all the Work related to this bid package as described in the Bid Documents including Drawings dated 04-20-26 and Specifications for the **Firehawk Aerospace**, in accordance with this Proposal for the sum of:

_____ Dollars (\$ _____)

Amount shall be shown in both words and figures and in case of discrepancy the amount shown in words shall govern.

ALTERNATE 1 pricing: (All Anaerobic Septic Systems) \$ _____

Pricing to include materials and labor for complete operational system.

Bid Submitted by:

_____	_____
Company Name	Bid Date
_____	_____
Address	Phone Number
_____	_____
City, State, Zip	Contact Name
_____	_____
Signature	Title

By signing the above, bidder acknowledges that they have read & reviewed all information & bid descriptions, plans, specs for this project package.

BIDDER’S CHECKLIST OF REQUIRED ITEMS

This Bidder’s Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. This sheet will serve as the cover sheet for the bid submission.

Bid must contain the following forms:

	Cover Checklist Sheet	
	Bid Form --including Bid package description	
	Bid Bond or Guarantee (Required if Bid in excess of \$50,000.00)	
	Business Relationships and Non-Collusion Affidavit	
	Acknowledgment of all Addenda on Bid Form	
	Required Comparable Job Experience	
	Acknowledgment of Schedule for job Performance	

Bid Package Envelope Submitted Must be Labeled as follows:

- Upper left corner – Bidders Name, Company Name and Address
- Center label – Name of Project “ **FIREHAWK AEROSPACE**”
Bid Package Name & Number

Contractor: Ryan Herring Construction
P.O. Box 3001
Lawton, OK 73502
580-355-7752

Project Manager: Stephanie Bolton
stephanie@herringconstructioninc.com

Superintendent: Levi Griggs
levi@herringconstructioninc.com

Project Coordinator: Molly Frye
molly@herringconstructioninc.com

BID PACKAGE #2 SITE UTILITES

Alternate No. 2 – Rock Excavation Pricing

Provide a unit price per cubic yard for excavation of hard rock requiring hammering, hoe-ramming, blasting (if permitted), or other specialized rock excavation methods not reasonably achievable by conventional excavation equipment. Unit price shall include all labor, equipment, disposal, handling, dewatering, protection, and incidental work required for complete removal. Measurement shall be based on cubic yards of rock excavation in place and verified by the Construction Manager prior to removal. No additional compensation will be allowed for weathered rock, hard soil, cobbles, boulders, or excavation conditions reasonably inferable from the geotechnical report and contract documents.

Unit Price: \$_____ per cubic yard

Item Title:

Consider and take action to approve the Retainer Agreement for Professional and Legal Services between the Lawton Economic Development Authority and the Center for Economic Development Law for FY 2026-2027 legal services related to economic development activities and projects.

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Timothy Wilson, Deputy City Attorney, Melissa Whaley, Legal Assistant IV

Background:

The attached Retainer Agreement for Professional and Legal Services between the Lawton Economic Development Authority (LEDA) and the Center for Economic Development Law establishes the terms under which the Center for Economic Development Law will provide legal services and representation related to economic development activities, projects, initiatives, and strategies for FY 2026-2027. Services may include legal support for project planning and implementation, economic development initiatives, tax increment financing programs, and other related legal matters as requested by LEDA. The agreement term is effective July 1, 2026, through June 30, 2027. Compensation for services will be based on the attached hourly fee schedule, with attorney rates at \$325.00 per hour, associate attorney services at \$225.00 per hour, and support staff rates ranging from \$55.00 to \$100.00 per hour, in addition to reimbursement for actual and reasonable out-of-pocket expenses.

Correlation to the True North Statement:

Approval of this agreement supports the City’s True North Culture Statements of “Transparency and Trust” by providing accountable and professional legal services for economic development activities, and “Open for Business” by continuing to support business-friendly and progressive economic development initiatives within the community.

Exhibit:

CEDL FY 26-27 Retainer Agreement (LEDA)

Key Issues:

N/A

Funding Source:

TIF Revenue

Recommended Action:

Staff recommends approval of the Retainer Agreement for Professional and Legal Services between the Lawton Economic Development Authority and the Center for Economic Development Law for FY 2026-2027.

ATTACHMENTS:

1. CEDL FY 26-27 Retainer Agreement (LEDA)

**RETAINER AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES**

This Agreement is made and entered into effective the 1st day of July, 2026, by and between the LAWTON ECONOMIC DEVELOPMENT AUTHORITY, hereinafter referred to as “LEDA” and the Center for Economic Development Law, hereinafter referred to as “Firm.”

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The Firm agrees to provide legal services, representation, assistance and advice to assist LEDA with achieving its economic development objectives, activities, and strategies. The Firm’s services may include, without limitation, providing legal support to LEDA with respect to the implementation, modification, and development of project plans, evaluating economic development initiatives, and managing and implementing tax increment financing programs and other related activities. Additionally, the Firm will provide such other legal representation, advice, and services as may be requested by LEDA from time to time.

2. All services performed by the Firm under this Agreement shall be performed by the attorneys or staff of the Center for Economic Development Law listed on the Schedule of Professional Fees attached hereto as Exhibit “A.” The rights and obligations of the Firm hereunder are not assignable and cannot be delegated, as the Firm has unique skills and abilities, and specific performance is necessary. Any such purported assignment or delegation without the written consent of LEDA shall be void and, at the option of LEDA, this Agreement shall be terminated.

3. The Firm’s legal fees are computed on the basis of the time expended by the Firm’s personnel. The applicable hourly rates are set forth in the attached Schedule of Professional Fees, which shall remain in effect through June 30, 2027, after which the Firm’s rates may be adjusted. Invoices for services rendered will be submitted on a monthly basis indicating the date and description of the work, the professional performing the work, and an itemization of any out-of-pocket reimbursable expenses. Payment of invoices is due within thirty (30) days of receipt. We will provide such additional supporting documentation as may be requested.

4. The Firm agrees that in the performance of this Agreement it will comply with all applicable local, state and federal laws.

5. The Executive Director and Chairman shall be LEDA's representative for all matters pertaining to this Agreement.

6. It is understood and agreed, with respect to the services Firm shall render pursuant to this Agreement that Firm will perform such services exclusively as an independent contractor of and not as an agent or employee of LEDA.

7. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

10. The Firm hereby agrees during the term of this Agreement and any extension thereof to maintain in force and effect a professional liability insurance policy providing coverage in the amount of \$500,000.00 to insure against any actual or claimed liability of the Firm as a result of its attorneys' performances for the LEDA under this Agreement.

11. This Agreement shall commence effective July 1, 2026, and shall remain in full force and effect through June 30, 2027, at which time the Agreement may be extended subject to monies being appropriated to fund the Agreement beyond the current fiscal year.

12. Upon expiration or sooner termination of this Agreement, Firm shall immediately deliver all pleadings, documents and materials to the Executive Director and Chairman, which shall become the property of LEDA.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date and year first above written.

LAWTON ECONOMIC DEVELOPMENT
AUTHORITY (LEDA)

David Madigan, Chairman

ATTEST:

Jason Hensley, Secretary

CENTER FOR ECONOMIC
DEVELOPMENT LAW (FIRM)



Lisa M. Harden

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

City Attorney

EXHIBIT "A"

CENTER FOR ECONOMIC DEVELOPMENT LAW
SCHEDULE OF PROFESSIONAL FEES

ATTORNEYS:

Dan Batchelor	\$325.00
Emily K. Pomeroy	\$325.00
Lisa M. Harden	\$325.00
Jeff Sabin	\$325.00
Associates	\$225.00

OTHER LEGAL AND DEVELOPMENT PROFESSIONALS:

Senior Legal Assistant	\$ 100.00
Law Clerk/Legal Intern	\$ 95.00
Legal Assistant	\$ 55.00
Administrative Assistant	\$ 55.00

EXPENSES: All other actual and reasonable out-of-pocket expenses will be reimbursed as incurred.

Item Title:

Consider and take action to approve the Second Amendment to the Mowing and Debris Removal Contract for LEDA Properties between the Lawton Economic Development Authority and The Lawn Wizards, extending the agreement through June 30, 2027.

Initiator: Richard Rogalski, LEDA Executive Director

Information Source: Richard Rogalski - LEDA Executive Director

Background:

On June 20, 2024, the Lawton Economic Development Authority (LEDA) entered into a Mowing and Debris Removal Contract with The Lawn Wizards for maintenance services at LEDA-owned properties. The agreement allowed for two additional one-year extension options. The first extension was approved in 2025, extending the contract through June 30, 2026.

The proposed Second Amendment would exercise the second and final allowable one-year extension option and continue the agreement through June 30, 2027, under the same terms, prices, and conditions.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

EXECUTED FY 24-25 Lawn Wizards Contract
2nd Amendment to Lawn Wizards Contract — Extension for FY 26-27

Key Issues:

N/A

Funding Source:

TIF Revenue

Recommended Action:

Approve the Second Amendment to the Mowing and Debris Removal Contract for LEDA Properties between the Lawton Economic Development Authority and The Lawn Wizards, extending the agreement through June 30, 2027, and authorize the Chairman to execute all documents related thereto.

ATTACHMENTS:

- 1. EXECUTED FY 24-25 Lawn Wizards Contract
- 2. 2nd Amendment to Lawn Wizards Contract — Extension for FY 26-27

Lawton Economic Development Authority/Lawton Urban Renewal Authority

SPECIFICATION

SPECIFICATION NUMBER: S-131 – LEDA/LURA

SPECIFICATION TITLE Mowing and Debris Removal for LEDA/LURA Properties

APPROVAL DATE:

1. INTENT

These specifications to provide the intended services required for mowing and debris removal including (a) cutting, mowing, and removal of grass and weeds; and (b) removal of junk debris, rubble, trees and limbs (dead or living), as hereinafter defined, upon property owned by the Lawton Economic Development Authority (hereinafter “LEDA”) or Lawton Urban Renewal Authority (hereinafter “LURA”) of the City of Lawton, Oklahoma. LEDA/LURA intends to enter into one (1) contract for the services requested.

2. DEFINITIONS

Wherever the following words, terms or phrases herein defined, or pronouns used in their stead occur in these Specifications, in the Contract, or in the advertisement, or in any document or instrument herein contemplated or to which the specifications apply, the intent or meaning shall be interpreted as follows:

- City: City of Lawton, Oklahoma
- LEDA: Lawton Economic Development Authority of the City of Lawton, Oklahoma
- LURA: Lawton Urban Renewal Authority of the City of Lawton, Oklahoma
- Official: Chairman of LEDA/LURA or his designee.
- Weeds: Includes all vegetation at any stage of maturity, except trees or shrubs with a trunk/stem diameter greater than $\frac{3}{4}$ ” when measured 4” above the ground surface.
- Working: Monday through Friday, excluding the following Holidays: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving and Christmas Day.

3. GENERAL

The services to be provided under the specifications will be accomplished in a prompt and timely manner. All rules and regulations of the City and LEDA/LURA will be strictly followed.

The Vendor shall at all times observe and comply with all Federal and State laws and all City ordinances and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the contract.

The Contracts awarded, as a result of this bid will be effective for one (1) year and may be extended at the option of LEDA/LURA, as provided in the Contract up to two (2) contract extensions.

4. SPECIFICATIONS

- A. The successful bidder to whom a Contract is awarded shall, within seven (7) days after such award by LEDA/LURA, sign and execute the necessary Contract and deliver the required bonds and proofs of insurance.
- B. While performing and preparing to perform the services specified in this Contract, Vendor shall be an independent contractor of LEDA/LURA, and the City. Vendor agrees to conduct itself in a manner consistent with such status and further agrees that the Vendor, its officials, agents and employees will neither hold themselves out as, nor claim to be, an official, agent or employee of LEDA/LURA, or the City by reason of this Agreement, and that it will not by reason of this Agreement make any claim, demand or application for any right or privilege applicable to an official, agent or employee of LEDA/LURA, or the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- C. Vendor and/or its insurer shall forever release, defend, indemnify and hold LEDA/LURA, the City, and their respective officials and employees harmless from and against any and all damages, loss, theft or destruction of any machinery or equipment used by Vendor in performing this Contract, and from and against any and all losses, liabilities, damages, injuries (including death), suits, actions, claims, demands, costs and expenses of every kind and nature incurred, suffered or brought by any person(s) (including the Vendor's employees) or property on account of, as a result of, or in any way connected with, directly or indirectly, the performance of this Contract by the Vendor and its employees or any act or omission, neglect or misconduct of the Vendor or its employees; and so much of the money due the Vendor under and by virtue of this Contract at the time a claim is made or a suit or action instituted as shall be considered unnecessary by LEDA/LURA, or the City (as the case may be) may be retained and such amount shall be forfeited in the event Vendor and/or its insurer fails to immediately fulfill its obligations as set forth in this paragraph.
- D. The Vendor shall not commence work under this contract until he has obtained all insurance required under this contract, and such insurance has been approved by LEDA/LURA; nor shall the Vendor allow any sub-Vendor to commence work on his sub-contract until all similar insurance required of the sub-Vendor has been obtained and approved. Any sub-vendor employed or contracted by the Vendor, shall have the same insurance requirements and provide all required evidence of said insurance as the Vendor.
- E. During the performance of the Contract, the Vendor agrees not to discriminate because of race, creed, color, religion, sex, qualifying disability or national origin, against any employee or applicant for employment with such Vendor in any matter involving employment, promotion, demotion, transfer, recruiting, advertising, layoff, termination of employment, rates of pay or other form of compensation, or selection for training or apprenticeship.
- F. The Vendor agrees to execute an approved form of a Certificate of Non-Discrimination.
- G. The Vendor shall not employ any sub-Vendor on the work, or any portion of the work, without the prior written consent of the City.

5. **SUBMITTAL REQUIREMENTS:** Bidders are required to submit their bids upon the following expressed conditions:

- A. The LEDA/LURA Official, or their designees, will determine mowing and debris removal requirements and issue work orders for same. Work to be performed under the Contract and the frequency thereof will be determined by the Official based solely on the official's determination for the need for such work on each individual lot. There is no guarantee that all lots listed in the bid will be mowed and cleaned during the contract period. There is also no guarantee as to the number of lots that will require mowing and debris removal during the contract period.
- B. The successful bidder will check with Official or his designee on Mondays and Thursdays for work orders to be picked up. It is the sole responsibility of the Vendor to timely check for work orders.
- C. Mowing: Upon issuance of a work order for same, the successful bidder will cut and mow the property to a height no lower than 2 inches and no higher than 4 inches, to include all necessary trimming and removal of all weeds as defined herein within the area awarded to him not more than seven (7) calendar days after receipt of the work order from the Official. Satisfactory performance of such cutting and mowing services shall be considered to include the obligation of the Vendor to remove and dispose of all trash, accumulated clippings and small debris from the subject property.
- D. Debris Removal: Upon issuance of a work order for same, the successful bidder will remove all trash, junk, debris, rubble, trees and tree limbs (dead or living) as listed upon said work order. Satisfactory performance shall include removal and proper disposal of all items listed in the work order. Prior to beginning work, the contractor shall visit the site and prepare an estimate of the time required to complete said removal and disposal. Said estimate must be approved by the Official prior to commencing any work. Upon completion of the work, Vendor shall only be paid for those hours included on the approved estimate as listed on the work order. If for any reason Vendor and Official cannot agree on the estimated time to complete any work order, Official shall have the right to utilize LEDA/LURA's other mowing and debris removal contractor to perform the work listed therein.
- E. The Vendor shall furnish all necessary maintenance and safety equipment, tools and supplies required to complete the tasks set forth herein and shall provide transportation at its sole expense to and from the job sites for its workers and equipment.
- F. The successful bidder shall be required to take photographs of the work area immediately **before** and **after** the work is performed. The photographs will be submitted with each invoice for services rendered. Camera and film costs are the responsibility of the Vendor and should be calculated into the bid. Digital photographs are also acceptable. The before and after photographs shall be taken from the same location on the property and must document the areas where mowing and debris removal activities occurred. The photographs shall indicate that the grass has been cut no lower than 2 inches and no higher than 4 inches. The photographs shall also clearly indicate the complete amount of debris being hauled from the premises, excluding the removal of weeds. Failure to follow these photograph provisions may result in non-payment for the work completed.
- G. Payment will be made to the Vendor only upon inspection by the Official or his designee to insure that work has been completed adequately. It is the Vendor's responsibility to request an inspection.
- H. All rubble, debris and grass shall be removed and disposed of in an approved location. Dumping and disposal costs are the responsibility of the Vendor and should be calculated with the bid. Copies of all dumping and disposal tickets shall be kept available for inspection.

- I. The Contract is to be awarded with the understanding that work orders will be issued as work and funds to pay are available; that no specific frequency of issuance or number of work orders is guaranteed.
- J. If mowing, debris removal and any other required work is not completed within the time periods specified, Vendor agrees that LEDA/LURA reserve the right to give any and or all current and future work not completed to another vendor, which may include other city nuisance abatement contractor. LEDA/LURA reserve the right to award all work orders until such time that it has been determined that the Vendor can complete the work within the time period specified. Any act of God, such as rain or extreme weather conditions, which shall prevent mowing of the lots, will extend the time periods for completion by the number of days the work cannot be accomplished.
- K. The Vendor shall bear all the cost, as part of the contract, for the removal and disposal, to include disposal fees, of the trash, rubbish, debris, cuttings, etc. removed from the property.

BID SCHEDULE

It is LEDA/LURA's intention to enter into one (1) contract for the services requested herein. Contract will be awarded for LEDA's properties within the Lawton Downtown Center, Part 2, and LURA's properties located at SW 2nd Street and SW A Avenue, also located in the downtown area. Current lists of properties owned by LEDA/LURA within each of these areas are attached as Exhibit A. This list is provided for informational purposes only. The actual list of properties which will require mowing and debris removal will be provided in the work order for same. The lowest (responsive) bidder for the contract(s) will be determined. To be considered responsive, bidder must submit a bid for and agree to the terms of the contract.

1. LAWTON DOWNTOWN CENTER, PART 2 , BLOCK 1, LOT 3 (LEDA)

MOWING: Price shall be for cutting, mowing, removing and disposing of all grass, trash and weeds in an approved location based on an hourly rate, with a minimum of one (1) hour for the first hour or part thereof and computed by the half hour for any additional time exceeding the first hour. Prior to commencing any work, the contract shall be required to estimate the time to complete same, and if agreeable, a work order for the amount will be issued.

PRICE PER MAN HOUR: \$ 80.00

DEBRIS REMOVAL: Price shall be for removing and disposing of all trash, junk, debris, rubble, trees and tree limbs in an approved location based on an hourly rate, with a minimum of one (1) hour for the first hour or part thereof and computed by the half hour for any additional time exceeding the first hour. Prior to commencing any work, the contract shall be required to estimate the time to complete same, and if agreeable, a work order for the amount will be issued.

PRICE PER MAN HOUR: \$ 80.00

2. LAWTON DOWNTOWN CENTER, PART 2 , BLOCK 1, LOT 8 (LEDA)

MOWING: Price shall be for cutting, mowing, removing and disposing of all grass, trash and weeds in an approved location based on an hourly rate, with a minimum of one (1) hour for the first hour or part thereof and computed by the half hour for any additional time exceeding the first hour. Prior to commencing any work, the contract shall be required to estimate the time to complete same, and if agreeable, a work order for the amount will be issued.

PRICE PER MAN HOUR: \$ 80.00

DEBRIS REMOVAL: Price shall be for removing and disposing of all trash, junk, debris, rubble, trees and tree limbs in an approved location based on an hourly rate, with a minimum of one (1) hour for the first hour or part thereof and computed by the half hour for any additional time exceeding the first hour. Prior to commencing any work, the contract shall be required to estimate the time to complete same, and if agreeable, a work order for the amount will be issued.

PRICE PER MAN HOUR: \$ 80.00

3. ORIGINAL LAWTON TOWNSITE, BLOCK 24, LOTS 17-20 (LURA)

MOWING: Price shall be for cutting, mowing, removing and disposing of all grass, trash and weeds in an approved location based on an hourly rate, with a minimum of one (1) hour for the first hour or part thereof and computed by the half hour for any additional time exceeding the first hour. Prior to commencing any work, the contract shall be required to estimate the time to complete same, and if agreeable, a work order for the amount will be issued.

PRICE PER MAN HOUR: \$ 80.00

DEBRIS REMOVAL: Price shall be for removing and disposing of all trash, junk, debris, rubble, trees and tree limbs in an approved location based on an hourly rate, with a minimum of one (1) hour for the first hour or part thereof and computed by the half hour for any additional time exceeding the first hour. Prior to commencing any work, the contract shall be required to estimate the time to complete same, and if agreeable, a work order for the amount will be issued.

PRICE PER MAN HOUR: \$ 80.00

VENDOR:

Lawn Wizards
Vendor Name

Rachel Moten
Contact Person

170 NW Lakeview Pl. Lawton, OK 73507 580-704-4745
Mailing Address City State Zip Phone Number

Federal Employer Identification Number or
Social Security Number

Rachel Moten
Signature of Authorized Agent

Rachel Gotiear
Printed Name of Authorized Agent

Subscribed & sworn before me this _____ day of _____, 20____.

My Commission Expires:

Notary Public

My Commission Number:

~~3. ORIGINAL LAWTON TOWNSITE, BLOCK 24, LOTS 17-20 (LURA)~~

~~MOWING: Price shall be for cutting, mowing, removing and disposing of all grass, trash and weeds in an approved location based on an hourly rate, with a minimum of one (1) hour for the first hour or part thereof and computed by the half hour for any additional time exceeding the first hour. Prior to commencing any work, the contract shall be required to estimate the time to complete same, and if agreeable, a work order for the amount will be issued.~~

~~PRICE PER MAN HOUR: \$ 8.00~~

~~DEBRIS REMOVAL: Price shall be for removing and disposing of all trash, junk, debris, rubble, trees and tree limbs in an approved location based on an hourly rate, with a minimum of one (1) hour for the first hour or part thereof and computed by the half hour for any additional time exceeding the first hour. Prior to commencing any work, the contract shall be required to estimate the time to complete same, and if agreeable, a work order for the amount will be issued.~~

~~PRICE PER MAN HOUR: \$ 8.00~~

VENDOR:

Lawn Wizards
Vendor Name

Rene' Gotiear - Bailey
Rachel Gotiear
Contact Person

170 NW Lakeview Place Lawton, OK. 73507 580-704-4745
Mailing Address City State Zip Phone Number

499-72-5174
402-08-1798
Federal Employer Identification Number or
Social Security Number

Rachel Gotiear
Signature of Authorized Agent

Rachel Gotiear
Printed Name of Authorized Agent

Subscribed & sworn before me this 3 day of June, 2024.

1/26/2025
My Commission Expires:

21001114
My Commission Number:



CONTRACTOR'S EXPERIENCE DATA

All bidders are required to furnish the following experience data:

Mowing Equipment (Please list the type of equipment (make, model, and size) that will be used to perform the mowing task if you are awarded the bid.

John Deere zero turn mowers (11)

Question: Are you currently doing other mowing projects? Yes No

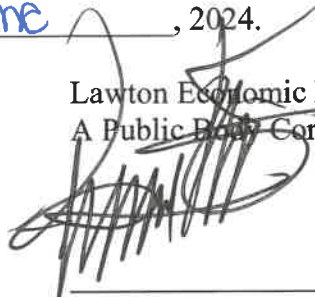
If yes, please list current mowing contracts, estimated acres, time involved, and contact information for each.

Area 2 } Antonio Hopkins
Area 4 } 580-581-3400

LAWTON ECONOMIC DEVELOPMENT AUTHORITY APPROVAL

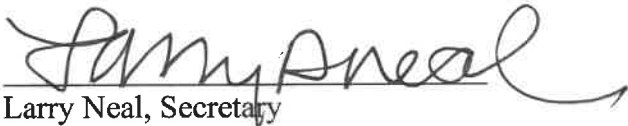
Acceptance and entry into this agreement by and on behalf of the Lawton Economic Development Authority is made this 20th day of June, 2024.

Lawton Economic Development Authority
A Public Body Corporate



Fred L. Fitch, Chairman

ATTEST:



Larry Neal, Secretary

LEGAL REVIEW

APPROVED as to form and legality on behalf of the Lawton Economic Development Authority on the 25th day of JULY, 2024.



Timothy Wilson, Interim City Attorney

TIMOTHY WILSON

LAWTON URBAN RENEWAL AUTHORITY

Acceptance and entry into this agreement by and on behalf of the Lawton Economic Development

Authority is made this 16th day of July, 2024.

Lawton Economic Development Authority
A Public Body Corporate



Ernest Sheppard, Chairman

ATTEST:

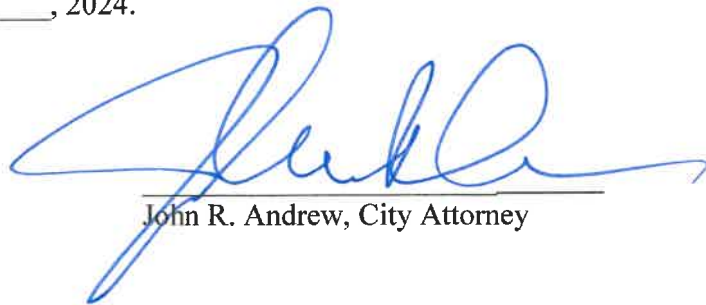


Darren Medders, Secretary

LEGAL REVIEW

APPROVED as to form and legality on behalf of the Lawton Urban Renewal Authority on the

25th day of JULY, 2024.



John R. Andrew, City Attorney

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00

STATE OF OKLAHOMA)
) SS:
COMANCHE COUNTY)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that no payment has been made directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

Rachel Gotiear

Signature

Rachel Gotiear / operator
Type/print Name/Title

LAWN Wizard

Firm

170 NW Lakeview Place

Address

LAWTON, OK. 73507

(City, State, Zip)

Subscribed & sworn before me this 18 day of July, 2024.



CJ Boydston
Notary Public

My Commission expires 1/28/2025

My Commission number 21001114

NOTE: Copy of this Affidavit must be attached to each invoice submitted for payment in excess of \$25,000.00

EXHIBIT A

LEDA OWNED PROPERTY
Lawton Downtown Center, Part 2

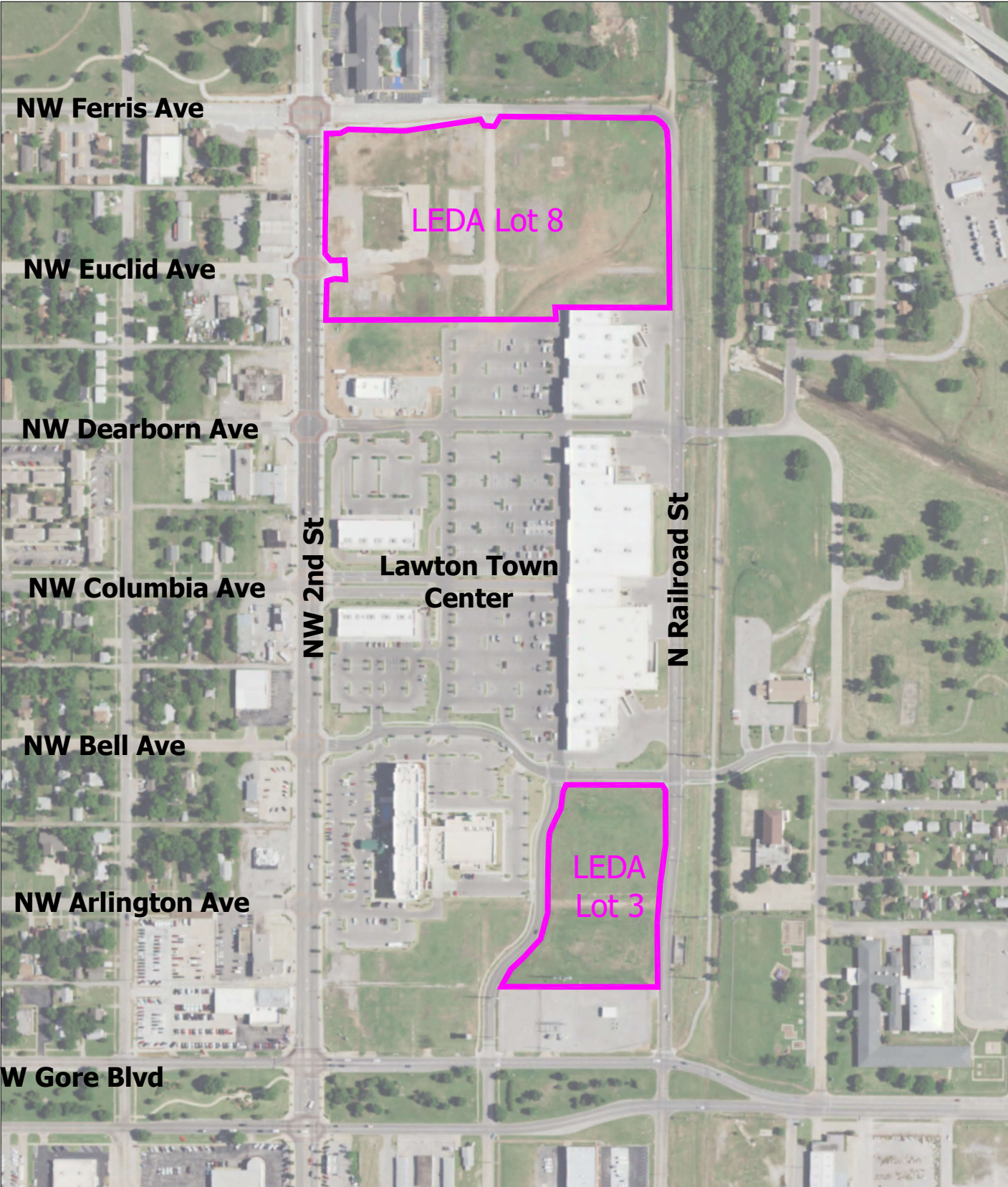
Address	Addition	Block	Lot	Dimension	Sq Ft
	Lawton Downtown Center, Part 2	1	3	Approx 275 x 400	Approx 148,706
	Lawton Downtown Center, Part 2	1	8	Approx 500 x 900	Approx 472,861

LURA OWNED PROPERTY
Lawton Original Townsite

Address	Addition	Block	Lot	Dimension	Sq Ft
210 SW 2 nd Street	Original Townsite	24	17	25 x 150	3,750
210 SW 2 nd Street	Original Townsite	24	18	25 x 150	3,750
210 SW 2 nd Street	Original Townsite	24	19	25 x 150	3,750
210 SW 2 nd Street	Original Townsite	24	20	25 x 150	3,750

LEDA Property Location Map

LAWTON DOWNTOWN CENTER, PART 2 , BLOCK 1, LOT 3 and LOT 8



LURA Property Location Map

ORIGINAL LAWTON TOWNSITE, BLOCK 24, LOTS 17-20



SECOND AMENDMENT TO
MOWING AND DEBRIS REMOVAL CONTRACT FOR LEDA PROPERTIES
BETWEEN THE LAWN WIZARDS
AND THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY

This Amendment made as of this ____ day of _____, 2026, between the Lawton Economic Development Authority, a public body corporate (hereinafter referred to as "LEDA") and The Lawn Wizards (hereinafter referred to as "Lawn Wizards").

WHEREAS, LEDA and Lawn Wizards entered into a mowing and debris removal contract for LEDA properties on June 20, 2024. The contract states that it will be effective for one (1) year and may be extended at the option of LEDA, for two additional one-year terms.

WHEREAS, LEDA and Lawn Wizards amended the agreement in 2025 to continue the Mowing and Debris Removal Contract for LEDA properties until June 30, 2026. This extension was the first of the allowable two (2) extension options available in the original 2024 contract.

WHEREAS, LEDA and Lawn Wizards wish to continue the Mowing and Debris Removal Contract for LEDA properties until June 30, 2027. This extension would be the second and final allowable extension option available in the original 2024 contract.

WHEREAS, it has been determined that sufficient funds are available for such continued services.

NOW, THEREFORE, that in consideration of the covenants, agreements and representation hereinafter set forth, it is mutually agreed by the parties hereto that the contract entered into by the parties is hereby extended until June 30, 2027, with the same terms, prices and conditions.

IN WITNESS WHEREOF, LEDA and Lawn Wizards have executed this Agreement as of the date first above written.

LAWTON ECONOMIC
DEVELOPMENT AUTHORITY
A Public Body Corporate

David Madigan, Chairman

THE LAWN WIZARDS

Rachel Gotiear

STATE OF OKLAHOMA)
) §§
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2026, to me know to be the identical person who subscribed the name of Rachel Gotiear, to the foregoing instrument as Owner of The Lawn Wizards and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes set forth herein.

Given under my hand and seal of office the day and year last above written.

(SEAL)

Notary Public

My Commission Expires: _____
My Commission Number: _____