



City of Lawton

**Lawton Economic
Development Authority**

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

Minutes

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."

Chairman Madigan called the meeting to order at 2:01 PM in the 3rd Floor Conference Room of City Hall.

Chairman Madigan said this meeting is being conducted in compliance with the notice and public posting provisions of the Oklahoma Open Meeting Act. This meeting is an in-person meeting open to the public for observation.

ROLL CALL:

PRESENT: David Madigan, Rick Walker, Larry Neal, Kirby Brown, Brandie Page, Mark Brace, *Randy Warren, **Jason Hensley

ABSENT: Ron Nance (excused)

OTHERS PRESENT: Richard Rogalski, LEDA Executive Director; John Ratliff, City Manager; Tammy Branstetter, Deputy City Clerk/LEDA Support Specialist; Garrett Lam, Assistant City Attorney; Matthew Modeste, Hatch, Croke & Associates; Dr. Krista Ratliff, President & CEO of the FISTA; Ryan Herring, Herring Construction; Stephanie Bolton, Herring Construction; Molly Fry, Herring Construction; Levi Griggs, Herring Construction; Mike Ray, The Lawton Constitution

*Arrived at 3:02 P.M.

**Arrived at 2:45 P.M.

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

Chairman Madigan previously noted that this meeting is being conducted in compliance with the notice and public posting provisions of the Oklahoma Open Meeting Act.

Business Items

1. Consider and take action to approve the minutes of the April 30, 2026, special meeting.

A copy of the minutes from the April 30, 2026, special meeting may be obtained from the City Clerk's Office upon request.

Motion by Walker, **Second** by Brace, to approve the minutes from the April 30, 2026, special meeting as presented. **AYE:** Brown, Warren, Madigan, Brace, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

2. Consider and take action to approve the March 2026 Financial Report from Hatch, Croke and Associates.

Matthew Modeste, Hatch, Croke & Associates, presented the March 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 15 of your agenda packets with your Statement of Net Position for March 31, 2026. On the current assets, we have the seven bank balances, and these total \$7.1 million. Your interest receivable, sales tax receivable, and property tax receivable all were received in April. Your state matching funds for the prior year—the balance for this period is zero. In March, we received \$586,905.01 from the state. So, the prior-year balance for the state matching has been cleared out, and that balance is now zero. No changes in your fixed assets, no changes in the other assets. So, total assets: \$12.6 million.

Modeste said on page 16, total current liabilities: \$76,548.18. On your long-term liabilities, the only change was a reduction in the payable to the City of Lawton for the Downtown Plan. The principal part of that payment was \$414,322. So, your total long-term liabilities: \$30.3 million. At the bottom of the page, total liabilities and net position: \$12.6 million.

Modeste said on page 17, your Combined Statement of Revenue and Expenses. Total revenue: \$463,121.18, made up of your February hotel/motel tax, state matching funds, your property income tax, and January sales and use tax. Total operating expenses: \$499,857.54. The most significant item there is developmental assistance at \$299,478. On the interest expense, I mentioned earlier that we paid off the Downtown Plan to the City of Lawton. The interest component of that was \$107,834.30. Interest income: \$12,880.71. So, at the bottom of the page, the change in net position was negative \$23,855.65.

Modeste said the next page, page 18, is the Statement of Cash Flows. If you look at the bottom of the page, you will see that there was a net decrease in cash of \$342,986.19. If you add that to cash at the beginning of the period, this gives us cash at March 31 of \$7.1 million.

Modeste said pages 19 through 24 of the agenda packet are the details of the combined expenses which we reviewed on page 17.

Motion by Warren, **Second** by Brace, to approve the March 2026 Financial Report as presented. **AYE:** Brown, Warren, Madigan, Brace, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

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.

Ryan Herring, Herring Construction, gave a report regarding the Firehawk Aerospace construction project. A copy of Bid Package #2 - Site Utilities and Mr. Herring's Recommendation Letter for the award of Bid Package #2 - Site Utilities may be obtained from the City Clerk's Office upon request.

Mr. Herring said I appreciate your time today. We did receive bids for the second bid package on Tuesday of this week. We received four viable and responsive bids. You guys will be able to see here on your cover sheet. We did have a little bit of an issue with Integrity Construction Services. They were the low bidder. They had a responsive bid at \$2.1 million. As you can see, there was about a \$1 million spread between them and the other contractors. We received bid bonds from all of our contractors, and so their bid is secured. Obviously, that bid bond eventually, as a contract, translates into a performance and payment bond.

Mr. Herring said what we always do, as a courtesy to any contractors when we see a large discrepancy here is we reach out to that contractor, the low bidder, and just say, "Hey, please verify your bid for us so that we can present you as our recommendation." We got an email from them, which I think we've shared with Tammy, and she can share with the rest of the group if you guys want to see it. We responded this morning that he was not honoring his bid. He was going to withdraw it. He says it was his bonding company that would not go ahead and execute the performance and payment bonds. So that leaves us with the next option, which is Iron Pipe, LLC at \$3.2 million. So we are making that recommendation with our letter, that we award to Iron Pipe.

Brown said have you done business with them before?

Mr. Herring said Iron Pipe, yes sir. They're actually the ones that are doing the mass grading out there right now.

Brown said that's what I thought. Thank you.

Mr. Herring said just for what it's worth, the ICS, or Integrity Construction Services, actually had a list with the City of Lawton and Rusty Whisenhunt as two of their recommendations, and we reached out to Rusty, and he gave a good referral. He said they're a subcontractor sometimes, but they do good work for us, and we've never had any problems out of them. So we had no reason to question the guy's bid if he turns it in and has a bid bond. But he rescinded it, so there's not a lot of recourse that we have against someone that does something like that. And obviously, you know, just being transparent with the board, we've got a bid bond. We can force him into a contract, but do you really want to do that when you know a guy's a million dollars upside down? You're asking for trouble. So that's why we usually don't recommend it if they rescind it.

Richard Rogalski, LEDA Executive Director, said and if you can't get a performance bond, then he's actually non-responsive, kind of.

Mr. Herring said what would happen is we'd go through the process of two or three weeks of bantering back and forth. We'd get a letter from his bond company saying we're not going to honor this bid bond. These are unexpected circumstances sometimes.

Rogalski said there's quite a bit of court case on an erroneous bid, that you're actually not allowed to call his bid bond if it's a legitimate error. And in the case of it's a million dollars different than the other three, on its face it looks like an error. I mean, as soon as I looked at it, I was like, "Yeah, he made a mistake somewhere." Now, he's not saying that. Actually, I'm not sure if he is saying that.

Mr. Herring said and we don't really even open those conversations up because we've got to understand that whatever conversations we have with him, in the event what happened does happen, that we haven't given him the opportunity to revise his bid or to explain anything. Because when he rescinds that bid, like he did, then we just send that same exact question to the next bidder and say, "Hey, please confirm your number is good if we recommend you." So it doesn't put us in a situation where we're bantering.

Rogalski said I'm saying that basically, in a situation like this, typically you don't even win if you try to pull his bid bond if it's erroneous like this. Now, if it was close, and he just said he didn't want to do it, you can get it. The mistake was made, and in fact, it doesn't create a hardship to us other than we have to pay more, because we got other bidders. So, in this case, I think we just have to move on.

Mr. Herring said for what it's worth, obviously you can see the bids there. The other three bidders were within a few percentage points of each other, so it's obvious that he just made a mistake. So we did go ahead and do our due diligence. We reached out to Iron Pipe's references as well. Even though they're doing the mass grading, we wanted to know that they can do utility work. And so they got good recommendations. The references they used were good as well.

Mr. Herring said we got an official notice to proceed and Iron Pipe under contract on

your mass grading. They officially started on Monday of this week. They've moved a tremendous amount of dirt. If anyone's been out there, the place has totally changed. As I'm speaking, they're pulling up some pictures behind you. Their intention right now is to work seven 12-hour days on the project. They are going to be off for Memorial Day weekend, but they're averaging anywhere from 14 to 20 men on site. There's a tremendous amount of equipment on site right now going in and out of our construction entrance. So, it's not real exciting — it's just a bunch of dirt work right now. They're scraping the ground off and doing the demo work. They're putting a silt fence up and getting all the BMPs—best management practices—into place. That's about the extent of our report right now. We feel real good. We feel like they're probably about a half a day ahead of schedule from what we have budgeted for them.

Rogalski said on this project, obviously with the 60-day schedule, weather days are going to be a big deal. But as long as they work, it's not a weather day, right?

Mr. Herring said that's right, and weather days are a constitute. So, they're on site, like I said. They've got guys here. A lot of them are from out of town, so they're staying in Lawton, staying in hotels and Airbnbs, VRBOs around the area. And so whenever they're here, they want to work. They've already set forth a good example for all the other people to follow, is that even if it's sprinkling, stick around — it's going to dry up pretty quick, and we'll go back to work. It's nasty what those guys do anyways, and unless it just completely swamps us out with rain, we should be able to do their work almost every day. So there's plenty of things to do.

Mr. Herring said Levi's on site every day out there with them. At some point, we're going to quit taking pictures, but until Firehawk tells us no, Molly's kind of running all the interference on that for our cybersecurity stuff. We've got a guy flying a drone out there. We're going to try to get you guys some access to the drone pictures if you want to use them for whatever you have.

John Ratliff, City Manager, said I know you said that they weren't working this weekend, but are they generally working weekends?

Mr. Herring said yes, sir. Their goal, in order to meet that 60 days—this is unusual, just because it fell on Memorial Day—but their goal is they're going to work seven twelves moving forward. So they're not going to plan on having any reason to be off the job unless they do hit a snag of some rain, and they just can't work.

Ratliff said I know there's not a ton of houses out there, but is anybody complaining about that?

Mr. Herring said no. We're a pretty good ways away from that west boundary over there, those houses. But if we see that that's going to become an issue, then we definitely will pay attention to it. What we'll try to do is maybe on the weekends get them further to the east and get them away from that area. But they're starting west and kind of working their way east whenever they start building those pads.

Ratliff said good.

Motion by Walker, **Second** by Neal, to authorize the award of Bid Package #2 in accordance with Herring Construction's recommendation of Iron Pipe in the amount of \$3,288,000.00. **AYE:** Brown, Warren, Madigan, Brace, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

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.

A copy 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 legal services related to economic development activities and projects may be obtained from the City Clerk's Office upon request.

Rogalski said this is the same agreement as prior years. It's the same rates as the City gets with them. Last year, we did get a discount. I don't know if it was John or if it was Tim that negotiated a discount with them, and we got a little bit lower rate. But they just felt like they couldn't do it anymore because we're using them quite a bit.

Chairman Madigan said I did have a question on number 10 in the agreement. Is the City of Lawton legal team okay with the amount of professional liability insurance of only \$500,000? I mean, the scope of our projects continue to grow and get bigger. It's just something to maybe ask or think about.

Ratliff said so we may be underinsured?

Chairman Madigan said it kind of looks a little light.

Brace said typically \$5 million is kind of the going in position.

Garrett Lam, Assistant City Attorney, said I didn't review that agreement. That would have been reviewed by Tim Wilson. When he reviewed it, he was fine with the agreement.

Rogalski said I can reach out to them to see if they're willing to go at a little higher rate. Our projects are so large that I'm not sure we're going to get that amount.

Chairman Madigan said anybody else have any other observations?

Rogalski said this is probably a standard from the City, and that's why it's stated that way. I would imagine it's the standard for professional liability for the City.

Ratliff said I think so.

Page said I just wonder how long this has been the standard because costs are increasing. It should probably be increased with the cost of living and all the litigation and the growth of the City.

Rogalski said what I'm getting at is we follow the City's purchasing policy. We'll take a look at that, but it will definitely be in accordance with the City's purchasing policy.

Walker said at our company, we use an independent firm to come in and evaluate that about every three years, just to make sure that we're in compliance with the standard. It might not be a bad idea to take a look instead of just taking a look at this.

Rogalski said okay.

Chairman Madigan said yes, really across the board. I can think of a lot of entities that are dealing with big projects nowadays.

Chairman Madigan said is everybody comfortable maybe taking action on this as presented? And we just encourage the City Manager to vet that out with legal, if he doesn't mind.

Ratliff said I don't mind.

Brace said so moved, with that exception.

Motion by Brace, **Second** by Page, 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. **AYE:** Brown, Warren, Madigan, Brace, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

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.

A copy of the Second Amendment to the Mowing and Debris Removal Contract for LEDA Properties between the Lawton Economic Development Authority and The Lawn Wizards may be obtained from the City Clerk's Office upon request.

Ratliff noted that Larry Parks works with them a lot individually.

Rogalski said Rene was the original founder of the company, and unfortunately he has passed. His wife has taken over management of the company and is doing a good job. Just for specificity, this is your last extension on a contract that was bid in 2024. So we'll have to go out to bid again next year. We'll get quotes next year. What we always do is we combine with LURA so we do one process for both entities. It saves a little bit of

man hours.

Motion by Walker, **Second** by Page, 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. **AYE:** Brown, Warren, Madigan, Brace, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

Reports

1. Receive a report from the LEDA Executive Director

Rogalski said I'll just say that we began our process to get your accounts for the TIF 1 and 2, the Downtown Project Plan, moved to Liberty Bank, who you all approved and awarded the contract to a few months ago. There was some question as to the process we took, and it was kind of held up a little bit in legal, but in the end they said, yes, we did the right thing, and therefore, now we're moving forward. I met with Amanda Bay today, and we're getting that process started. So they're going to get the accounts set up. I think their stuff is a little better. We can actually do a lot more electronic banking if we decide to. We could get an electronic signature so we don't have to run checks around. In fact, I described the process of paying Hatch and Croke. They submit an invoice to Tammy. We print out a check request, send it to Matthew to write the check, then we pick it up and bring it back to Tammy. Tammy has David sign it, and once it's signed, Tammy mails it to Hatch and Croke. So we could probably do that a little more efficiently in the future.

Executive Session

Motion by Warren, **Second** by Brace, to convene in executive session. **AYE:** Neal, Page, Walker, Brown, Warren, Madigan, Brace. **NAY:** None. **MOTION PASSED.**

The Authority convened in Executive Session at 2:23 P.M.

Motion by Neal, **Second** by Page, to return to open session. **AYE:** Neal, Page, Walker, Brown, Warren, Madigan, Hensley, Brace. **NAY:** None. **MOTION PASSED.**

The Authority returned to open session at 3:13 P.M.

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.

No action was taken on this item.

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.

No action was taken on this item.

Adjournment

Motion by Warren, **Second** by Page, to adjourn the May 21, 2026, meeting. **AYE:** Brown, Warren, Madigan, Brace, Hensley, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

The meeting was adjourned at 3:14 P.M.

Minutes of the May 21, 2026, meeting were approved at the June 18, 2026, Authority meeting.