



City of Lawton

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

Lawton Economic Development Authority

Agenda

Thursday, June 26, 2025

2:00 PM

Lawton City Hall
3rd Floor Conference Room

Meeting Called to Order and Roll Call

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

Business Items

1. Consider approving the minutes of the May 27, 2025, meeting.
2. Receive the April 2025 Financial Report from Hatch Croke & Associates, P.C., and take action as deemed necessary.
3. Consider approving a FY 2025-2026 Retainer Agreement with the Center for Economic Development Law for legal services, professional assistance, and advice concerning economic development objectives and strategies, to include legal support associated with the implementation, modification, and development of Project Plans and tax increment financing programs and other related activities.
4. Consider authorizing the Executive Director to issue a Request for Qualifications for a Construction Manager at Risk (per §61-217) for the Firehawk Aerospace project and ask the Chairman to appoint a three-person committee to review the applications, receive the presentations, as necessary, and recommend a selection for approval by the Authority.
5. Receive a report from Rusty Whisenhunt, Director of Public Utilities for the City of Lawton, and consider approving Pay Application 004 from Fisher59 Properties in the amount of \$53,915.14 for the cost of public improvements associated with the construction of a new warehouse and distribution center made in accordance with the First Amended Redevelopment Agreement between LEDA and Fisher59 Properties, approved on January 14, 2025.
6. Discuss the need for insurance coverage for LEDA and take action as deemed necessary.

Reports

1. Receive a report from the LEDA Executive Director

- State Matching Funds
- Downtown Project Plan

Executive Session

1. Pursuant to Section 307C.11, Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, and the creation of a proposal to entice a business to locate within their jurisdiction if the public disclosure of which would violate the confidentiality of prospective business entities, and if necessary, take appropriate action in open session, to include providing direction to the Executive Director, to either pursue or not to pursue further negotiations with any economic development prospects so discussed, and/or authorization to apply for grant funding in support of the project.

Adjournment



City of Lawton
**Lawton Economic
Development Authority**

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

Minutes

Tuesday, May 27, 2025

2:00 PM

Lawton City Hall
City Council Conference Room

Meeting Called to Order and Roll Call

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

ROLL CALL:

PRESENT: Fred Fitch, Jason Hensley, Randy Warren, Larry Neal, George Gill, David Madigan, Brandie Page

ABSENT: David Means (excused), Ron Nance (excused)

OTHERS PRESENT: Richard Rogalski, LEDA Executive Director; John Ratliff, City Manager; Tim Wilson, Acting City Attorney; Tammy Branstetter, City Clerk's Office; Matina Davis, Citizen of the Community

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

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

Executive Session

1. Pursuant to Section 307C.11, Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, and the creation of a proposal to entice a business to locate within their jurisdiction if the public disclosure of which would violate the confidentiality of prospective business entities, and if necessary, take appropriate action in open session, to include providing direction to the Executive Director, to either pursue or not to pursue further negotiations with any economic development prospects so discussed, and/or authorization to apply for grant funding in support of the project.

Motion by Gill, **Second** by Warren, to convene in executive session. **AYE:** Neal, Hensley, Fitch, Gill, Warren, Madigan, Page. **NAY:** None. **Motion Passed.**

The Authority convened in executive session at 2:04 PM and remained in executive session until 2:22 PM.

Motion by Gill, **Second** by Madigan, to return to open session. **AYE:** Neal, Hensley, Fitch, Gill, Warren, Madigan, Page. **NAY:** None. **Motion Passed.**

Tim Wilson, Acting City Attorney, read the agenda item title as follows:

"Pursuant to Section 307C.11, Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, and the creation of a proposal to entice a business to locate within their jurisdiction if the public disclosure of which would violate the confidentiality of prospective business entities, and if necessary, take appropriate action in open session, to include providing direction to the Executive Director, to either pursue or not to pursue further negotiations with any economic development prospects so discussed, and/or authorization to apply for grant funding in support of the project."

Motion by Warren, **Second** by Madigan, to ratify the action of the Executive Director in applying for a grant from the Oklahoma Department of Commerce through the Oklahoma Public/Private Partnership Military Program for infrastructure in support of an industrial project in the SW Rail Industrial Park. **AYE:** Neal, Hensley, Fitch, Gill, Warren, Madigan, Page. **NAY:** None. **Motion Passed.**

Adjournment

Motion by Warren, **Second** by Gill, to adjourn the May 27, 2025, meeting. **AYE:** Neal, Hensley, Fitch, Gill, Warren, Madigan, Page. **NAY:** None. **Motion Passed.**

There being no further business, the meeting adjourned at 2:26 PM.

Financial Statements

**of
LAWTON ECONOMIC DEVELOPMENT AUTHORITY
For the Periods Ended April 30, 2025 and 2024**

See Accountant's Compilation Report



Hatch, Croke & Associates, P.C.

417 SW C Avenue
Lawton, OK 73501

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

To Board of Directors
LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Lawton, Oklahoma

Management is responsible for the accompanying financial statements of LAWTON ECONOMIC DEVELOPMENT AUTHORITY (an Oklahoma Public Trust), component unit of the City of Lawton, Oklahoma, which comprise the statement of net position as of April 30, 2025, and the related statement of revenue and expenses for the 1 month and 10 months ended April 30, 2025, and April 30, 2024, and the related statement of cash flows for the 1 month and 10 months ended April 30, 2025 in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

Supplementary Information

The supplementary information contained in the departmental statements of revenue and expenses for the 1 month and 10 months ended April 30, 2025 and April 30, 2024, is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Other Matters

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

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

Hatch, Croke & Associates, P.C.

Hatch, Croke & Associates, P.C.
Lawton, Oklahoma
June 6, 2025

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

ASSETS

Current Assets

Cash-IBC Downtown TIF #5500	\$	372,271.30
Cash-IBC TIF 2 #0944		1,643,034.39
Cash-CNB STEDI TIF #7680		3,247,728.76
Cash-BOK TIF2 #58-1 Restricted		259,396.55
Cash - CNB STEM #769		509,415.33
Interest Receivable - BOK		828.14
Sales & Use Tax Receivable		196.79
Property Tax Receivable TIF 1		94,560.50
Property Tax Receivable TIF 2		608.50
A/R-State Matching Curr Yr		629,189.79
A/R-State Matching Pr Yrs		<u>557,212.41</u>

Total Current Assets \$ 7,314,442.46

Fixed Assets

Land - Town Center Lot 3 & 8		1,376,188.00
Land - SW Bishop Rd 40 Acres		<u>405,500.00</u>

Total Fixed Assets 1,781,688.00

Other Assets

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

Total Assets \$ 11,796,130.46

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

LIABILITIES AND NET POSITION

Current Liabilities		
Accounts Payable	\$	23,844.69
Accrued Interest Payable		<u>92,830.84</u>
Total Current Liabilities		\$ 116,675.53
Long Term Liabilities		
N/P - CCIDA Westwin Project		2,000,000.00
N/P - Truist Financial		22,550,000.00
Payable to LEDC-TIF5 Incentive		243,535.00
Payable to LEDC-TIF4 Incentive		160,000.00
Payable to COL-TIF4 Incentives		325,543.33
Payable to COL - downtown plan		414,322.00
Payable to COL-Westwin Project		1,000,000.00
Payable to COL-Fisher59(TIF 5)		<u>1,770,310.30</u>
Total Long Term Liabilities		28,463,710.63
Net Position		
Invested in Capital Assets		1,781,688.00
Net Position-Rest(BOK Cash)		259,396.55
Net Position-Restr(TIF 4 STEM)		33,455.06
Net Position-Restr(TIF 3 STEM)		313,059.66
Net Position - Unrestricted		(20,721,911.80)
Change in Net Position		<u>1,550,056.83</u>
Total Net Position		<u>(16,784,255.70)</u>
Total Liabilities & Net Position		\$ <u><u>11,796,130.46</u></u>

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

	1 Month Ended Apr. 30, 2025	Pct	1 Month Ended Apr. 30, 2024	Pct	10 Months Ended Apr. 30, 2025	Pct	10 Months Ended Apr. 30, 2024	Pct
Revenue								
Hotel/Motel Tax	\$ 0.00	0.00	\$ 0.00	0.00	\$ 230,473.00	7.99	\$ 0.00	0.00
State of OK Matching Funds	0.00	0.00	727,671.14	36.63	629,189.79	21.82	727,671.14	18.04
Property Tax Income	95,169.00	100.00	193,418.10	9.74	1,578,575.12	54.74	1,795,729.18	44.52
Sales and Use Tax	0.00	0.00	65,300.90	3.29	445,495.79	15.45	509,821.14	12.64
CCIDA Contribution - Land	<u>0.00</u>	<u>0.00</u>	<u>1,000,000.00</u>	<u>50.34</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000,000.00</u>	<u>24.79</u>
Total Revenue	95,169.00	100.00	1,986,390.14	100.00	2,883,733.70	100.00	4,033,221.46	100.00
Operating Expenses								
Advertising & Marketing	0.00	0.00	0.00	0.00	642.32	0.02	0.00	0.00
Bank Charges	25.00	0.03	0.00	0.00	2,595.00	0.09	8,955.00	0.22
Development Assistance	224,840.34	236.25	0.00	0.00	562,188.03	19.50	0.00	0.00
Interest Expense	46,415.42	48.77	50,038.08	2.52	471,399.52	16.35	559,124.79	13.86
License Fee - Lawton Lodging	0.00	0.00	0.00	0.00	134,129.34	4.65	0.00	0.00
Mowing/Debris Removal	0.00	0.00	0.00	0.00	1,280.00	0.04	3,180.00	0.08
Office Expense	0.00	0.00	0.00	0.00	140.61	0.00	128.31	0.00
Professional Fees - Accountin	1,100.00	1.16	0.00	0.00	14,216.38	0.49	950.00	0.02
Professional Fees - Legal	12,345.00	12.97	1,650.00	0.08	119,638.41	4.15	11,897.50	0.29
Professional Fees - Other	6,649.00	6.99	6,420.00	0.32	64,658.00	2.24	16,981.94	0.42
Rent, Publication, & Printing	0.00	0.00	0.00	0.00	0.00	0.00	677.54	0.02
STEM Community Events	3,750.69	3.94	0.00	0.00	3,750.69	0.13	0.00	0.00
TIF-Cache Public Schools	0.00	0.00	17,316.58	0.87	17,644.88	0.61	33,040.84	0.82
TIF-Comanche Cty Commissio	0.00	0.00	16,986.41	0.86	20,877.11	0.72	32,295.41	0.80
TIF-Comanche County Hlth De	0.00	0.00	4,250.75	0.21	5,224.38	0.18	8,078.00	0.20
TIF-Great Plains Tech Center	0.00	0.00	25,321.87	1.27	31,121.81	1.08	48,145.91	1.19
TIF - Lawton Public Schools	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,780.00</u>	<u>0.20</u>	<u>0.00</u>	<u>0.00</u>
Total Operating Expens	<u>295,125.45</u>	<u>310.11</u>	<u>121,983.69</u>	<u>6.14</u>	<u>1,455,286.48</u>	<u>50.47</u>	<u>723,455.24</u>	<u>17.94</u>
Operating Income	(199,956.45)	(210.11)	1,864,406.45	93.86	1,428,447.22	49.53	3,309,766.22	82.06
Interest Income	<u>13,769.60</u>	<u>14.47</u>	<u>6,701.56</u>	<u>0.34</u>	<u>121,609.61</u>	<u>4.22</u>	<u>59,159.34</u>	<u>1.47</u>
Total Other Income	<u>13,769.60</u>	<u>14.47</u>	<u>6,701.56</u>	<u>0.34</u>	<u>121,609.61</u>	<u>4.22</u>	<u>59,159.34</u>	<u>1.47</u>
Change in Net Positi	<u>\$ (186,186.85)</u>	<u>(195.64)</u>	<u>\$ 1,871,108.01</u>	<u>94.20</u>	<u>\$ 1,550,056.83</u>	<u>53.75</u>	<u>\$ 3,368,925.56</u>	<u>83.53</u>

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

	<u>1 Month Ended</u> <u>Apr. 30, 2025</u>	<u>10 Months Ended</u> <u>Apr. 30, 2025</u>
Cash Flow from Operating Activities		
Net Income (Loss)	\$ (186,186.85)	\$ 1,550,056.83
Adjustments to Reconcile Cash Flow		
Decrease (Increase) in Current Assets		
Interest Receivable - BOK	(109.07)	3,894.71
A/R COL - Hotel/Motel Tax	0.00	94,211.00
Sales & Use Tax Receivable	0.00	261,707.41
Property Tax Receivable TIF 1	15,759.03	(53,369.00)
Property Tax Receivable TIF 2	41,014.50	(608.50)
Property Tax Receivable TIF 3	0.00	284,896.78
A/R-State Matching Curr Yr	0.00	475,568.55
A/R-State Matching Pr Yrs	0.00	(44,439.52)
Increase (Decrease) in Current Liabilities		
Accounts Payable	5,863.19	15,534.69
Accrued Interest Payable	46,415.42	(107,321.48)
TIF 3 Distributions Payable	0.00	(90,110.03)
TIF 4 Distributions Payable	0.00	(14,579.97)
	<u>108,943.07</u>	<u>825,384.64</u>
Total Adjustments		
	<u>108,943.07</u>	<u>825,384.64</u>
Cash Provided (Used) by Operations	(77,243.78)	2,375,441.47
Cash Flow From Investing Activities		
Sales (Purchases) of Assets		
N/R - Westwin Elements	<u>0.00</u>	<u>(1,508,900.97)</u>
Cash Provided (Used) by Investing	0.00	(1,508,900.97)
Cash Flow From Financing Activities		
Cash (Used) or provided by:		
N/P - Truist Financial	0.00	(1,760,000.00)
Payable to LURA-downtown plan	(466,392.25)	(466,392.25)
Payable to LEDC-TIF5 Incentive	0.00	243,535.00
Payable to COL-TIF4 Incentives	0.00	(244,796.65)
Payable to COL - STEDI Expense	0.00	(421,851.35)
Payable to COL - Prof Fees	0.00	(6,420.00)
Payable to COL-Fisher59(TIF 5)	0.00	1,770,310.30
TIF2 Bricktown Brewery Escrow	<u>0.00</u>	<u>(85,507.03)</u>
Cash Provided (Used) by Financing	<u>(466,392.25)</u>	<u>(971,121.98)</u>
Net Increase (Decrease) in Cash	(543,636.03)	(104,581.48)
Cash at Beginning of Period	<u>6,575,482.36</u>	<u>6,136,427.81</u>
Cash at End of Period	\$ <u><u>6,031,846.33</u></u>	\$ <u><u>6,031,846.33</u></u>

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

	1 Month Ended Apr. 30, 2025	Pct	1 Month Ended Apr. 30, 2024	Pct	10 Months Ended Apr. 30, 2025	Pct	10 Months Ended Apr. 30, 2024	Pct
Revenue								
CCIDA Contribution - Land	\$ 0.00	0.00	\$ 1,000,000.00	100.00	\$ 0.00	0.00	\$ 1,000,000.00	100.00
Total Revenue	0.00	0.00	1,000,000.00	100.00	0.00	0.00	1,000,000.00	100.00
Operating Expenses								
Advertising & Marketing	0.00	0.00	0.00	0.00	642.32	0.00	0.00	0.00
Bank Charges	25.00	0.00	0.00	0.00	2,560.00	0.00	8,955.00	0.90
Interest Expense	46,415.42	0.00	50,038.08	5.00	471,399.52	0.00	559,124.79	55.91
Mowing/Debris Removal	0.00	0.00	0.00	0.00	0.00	0.00	3,180.00	0.32
Office Expense	0.00	0.00	0.00	0.00	140.61	0.00	128.31	0.01
Professional Fees - Accountin	1,100.00	0.00	0.00	0.00	14,216.38	0.00	950.00	0.10
Professional Fees - Legal	12,345.00	0.00	1,650.00	0.17	119,638.41	0.00	11,897.50	1.19
Professional Fees - Other	6,649.00	0.00	6,420.00	0.64	64,658.00	0.00	16,981.94	1.70
Rent, Publication, & Printing	0.00	0.00	0.00	0.00	0.00	0.00	677.54	0.07
STEM Community Events	3,750.69	0.00	0.00	0.00	3,750.69	0.00	0.00	0.00
Total Operating Expens	70,285.11	0.00	58,108.08	5.81	677,005.93	0.00	601,895.08	60.19
Operating Income	(70,285.11)	0.00	941,891.92	94.19	(677,005.93)	0.00	398,104.92	39.81
Interest Income	13,769.60	0.00	6,701.56	0.67	121,609.61	0.00	59,159.34	5.92
Total Other Income	13,769.60	0.00	6,701.56	0.67	121,609.61	0.00	59,159.34	5.92
Change in Net Positi	\$ (56,515.51)	0.00	\$ 948,593.48	94.86	\$ (555,396.32)	0.00	\$ 457,264.26	45.73

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

	<u>1 Month Ended</u> <u>Apr. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Apr. 30, 2024</u>	<u>Pct</u>	<u>10 Months Ended</u> <u>Apr. 30, 2025</u>	<u>Pct</u>	<u>10 Months Ended</u> <u>Apr. 30, 2024</u>	<u>Pct</u>
Revenue								
Property Tax Income	\$ <u>94,560.50</u>	<u>100.00</u>	\$ <u>97,087.55</u>	<u>100.00</u>	\$ <u>341,255.03</u>	<u>100.00</u>	\$ <u>250,831.30</u>	<u>100.00</u>
Total Revenue	<u>94,560.50</u>	<u>100.00</u>	<u>97,087.55</u>	<u>100.00</u>	<u>341,255.03</u>	<u>100.00</u>	<u>250,831.30</u>	<u>100.00</u>
Operating Expenses								
Bank Charges	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.01</u>	<u>0.00</u>	<u>0.00</u>
Total Operating Expens	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.01</u>	<u>0.00</u>	<u>0.00</u>
Operating Income	<u>94,560.50</u>	<u>100.00</u>	<u>97,087.55</u>	<u>100.00</u>	<u>341,220.03</u>	<u>99.99</u>	<u>250,831.30</u>	<u>100.00</u>
Change in Net Positi	<u>\$ 94,560.50</u>	<u>100.00</u>	<u>\$ 97,087.55</u>	<u>100.00</u>	<u>\$ 341,220.03</u>	<u>99.99</u>	<u>\$ 250,831.30</u>	<u>100.00</u>

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

	<u>1 Month Ended</u> <u>Apr. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Apr. 30, 2024</u>	<u>Pct</u>	<u>10 Months Ended</u> <u>Apr. 30, 2025</u>	<u>Pct</u>	<u>10 Months Ended</u> <u>Apr. 30, 2024</u>	<u>Pct</u>
Revenue								
Hotel/Motel Tax	\$ 0.00	0.00	\$ 0.00	0.00	\$ 230,473.00	12.28	\$ 0.00	0.00
State of OK Matching Funds	0.00	0.00	727,671.14	87.61	629,189.79	33.54	727,671.14	41.07
Property Tax Income	608.50	100.00	37,588.50	4.53	570,960.33	30.43	534,459.00	30.16
Sales and Use Tax	<u>0.00</u>	<u>0.00</u>	<u>65,300.90</u>	<u>7.86</u>	<u>445,495.79</u>	<u>23.75</u>	<u>509,821.14</u>	<u>28.77</u>
Total Revenue	608.50	100.00	830,560.54	100.00	1,876,118.91	100.00	1,771,951.28	100.00
Operating Expenses								
License Fee - Lawton Lodging	0.00	0.00	0.00	0.00	134,129.34	7.15	0.00	0.00
Mowing/Debris Removal	<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>	<u>0.00</u>	<u>0.00</u>
Total Operating Expens	0.00	0.00	0.00	0.00	135,409.34	7.22	0.00	0.00
Operating Income	608.50	100.00	830,560.54	100.00	1,740,709.57	92.78	1,771,951.28	100.00
Change in Net Positi	\$ <u>608.50</u>	<u>100.00</u>	\$ <u>830,560.54</u>	<u>100.00</u>	\$ <u>1,740,709.57</u>	<u>92.78</u>	\$ <u>1,771,951.28</u>	<u>100.00</u>

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

	1 Month Ended <u>Apr. 30, 2025</u>	Pct	1 Month Ended <u>Apr. 30, 2024</u>	Pct	10 Months Ended <u>Apr. 30, 2025</u>	Pct	10 Months Ended <u>Apr. 30, 2024</u>	Pct
Revenue								
Property Tax Income	\$ 0.00	0.00	\$ 58,742.05	100.00	\$ 496,309.76	100.00	\$ 846,225.88	100.00
Total Revenue	0.00	0.00	58,742.05	100.00	496,309.76	100.00	846,225.88	100.00
Operating Expenses								
TIF-Cache Public Schools	0.00	0.00	13,406.93	22.82	17,644.88	3.56	29,131.19	3.44
TIF-Comanche Cty Commissio	0.00	0.00	13,102.79	22.31	16,858.05	3.40	28,411.79	3.36
TIF-Comanche County Hlth De	0.00	0.00	3,278.90	5.58	4,218.63	0.85	7,106.15	0.84
TIF-Great Plains Tech Center	<u>0.00</u>	<u>0.00</u>	<u>19,532.50</u>	<u>33.25</u>	<u>25,130.53</u>	<u>5.06</u>	<u>42,356.54</u>	<u>5.01</u>
Total Operating Expens	<u>0.00</u>	<u>0.00</u>	<u>49,321.12</u>	<u>83.96</u>	<u>63,852.09</u>	<u>12.87</u>	<u>107,005.67</u>	<u>12.65</u>
Operating Income	<u>0.00</u>	<u>0.00</u>	<u>9,420.93</u>	<u>16.04</u>	<u>432,457.67</u>	<u>87.13</u>	<u>739,220.21</u>	<u>87.35</u>
Change in Net Positi	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 9,420.93</u>	<u>16.04</u>	<u>\$ 432,457.67</u>	<u>87.13</u>	<u>\$ 739,220.21</u>	<u>87.35</u>

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenue and Expenses-TIF District 4
For the Periods Ended April 30, 2025 and 2024

	<u>1 Month Ended</u> <u>Apr. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Apr. 30, 2024</u>	<u>Pct</u>	<u>10 Months Ended</u> <u>Apr. 30, 2025</u>	<u>Pct</u>	<u>10 Months Ended</u> <u>Apr. 30, 2024</u>	<u>Pct</u>
Revenue								
Property Tax Income	\$ 0.00	0.00	\$ 0.00	0.00	\$ 170,050.00	100.00	\$ 164,213.00	100.00
Total Revenue	0.00	0.00	0.00	0.00	170,050.00	100.00	164,213.00	100.00
Operating Expenses								
TIF-Cache Public Schools	0.00	0.00	3,909.65	0.00	0.00	0.00	3,909.65	2.38
TIF-Comanche Cty Commissio	0.00	0.00	3,883.62	0.00	4,019.06	2.36	3,883.62	2.36
TIF-Comanche County Hlth De	0.00	0.00	971.85	0.00	1,005.75	0.59	971.85	0.59
TIF-Great Plains Tech Center	0.00	0.00	5,789.37	0.00	5,991.28	3.52	5,789.37	3.53
TIF - Lawton Public Schools	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,780.00</u>	<u>3.40</u>	<u>0.00</u>	<u>0.00</u>
Total Operating Expens	<u>0.00</u>	<u>0.00</u>	<u>14,554.49</u>	<u>0.00</u>	<u>16,796.09</u>	<u>9.88</u>	<u>14,554.49</u>	<u>8.86</u>
Operating Income	<u>0.00</u>	<u>0.00</u>	<u>(14,554.49)</u>	<u>0.00</u>	<u>153,253.91</u>	<u>90.12</u>	<u>149,658.51</u>	<u>91.14</u>
Change in Net Positi	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ (14,554.49)</u>	<u>0.00</u>	<u>\$ 153,253.91</u>	<u>90.12</u>	<u>\$ 149,658.51</u>	<u>91.14</u>

See Accountant's Compilation Report

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

	<u>1 Month Ended</u> <u>Apr. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Apr. 30, 2024</u>	<u>Pct</u>	<u>10 Months Ended</u> <u>Apr. 30, 2025</u>	<u>Pct</u>	<u>10 Months Ended</u> <u>Apr. 30, 2024</u>	<u>Pct</u>
Revenue								
Operating Expenses								
Development Assistance	<u>224,840.34</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>562,188.03</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Operating Expenses	<u>224,840.34</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>562,188.03</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Operating Income	<u>(224,840.34)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(562,188.03)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Change in Net Positi	<u>\$ (224,840.34)</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ (562,188.03)</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

See Accountant's Compilation Report

**RETAINER AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES**

This Agreement is made and entered into effective the 1st day of July, 2025, 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, as well as any agreed discounts or billing accommodations, are set forth in the attached Schedule of Professional Fees, which shall remain in effect through June 30, 2026, 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, 2025, and shall remain in full force and effect through June 30, 2026, 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)

Fred L. Fitch, Chairman

ATTEST:

Larry Neal, Secretary

CENTER FOR ECONOMIC
DEVELOPMENT LAW (FIRM)



Dan Batchelor

Approved as to form and legality this _____ day of _____, 2025.

City Attorney

EXHIBIT "A"

CENTER FOR ECONOMIC DEVELOPMENT LAW
SCHEDULE OF PROFESSIONAL FEES

ATTORNEYS:

Dan Batchelor	\$300.00
Emily K. Pomeroy	\$300.00
Lisa M. Harden	\$300.00
Jeff Sabin	\$300.00

OTHER LEGAL AND DEVELOPMENT PROFESSIONALS:

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

DISCOUNT: In response to the City's request, the Firm agrees to apply a 5% discount to all monthly invoices for legal services rendered during the City's FY 2025–2026.

MILEAGE: The Firm will not charge for mileage incurred in connection with the City's representation during FY 2025–2026.

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

Lawton Economic Development Authority Request for Qualifications (RFQ) Construction Manager-At-Risk



June 26, 2025

The **Lawton Economic Development Authority (LEDA)**, a trust of the City of Lawton, has invited your company to submit qualifications for a Construction Manager-at-Risk (CMaR) for the construction of a new manufacturing facility in Lawton's Southwest Rail Industrial Park. The project will be known as the Firehawk Aerospace Lawton Manufacturing Facility and will be constructed with state and local funding (public funds) in accordance with Title 61 OS, Section 215, the Public Construction Management Act for Political Subdivisions. Qualifications will be received until **12:00 Noon on Thursday July 17, 2025, at the office of the City Clerk, within Lawton City Hall, at 212 SW 9th Street, Lawton, Oklahoma 73501.**

Qualifications: Submit (4) five Identical copies each appropriately bound on 8-1/2 x 11 sheets with no larger than 11" X 17" sheets folded.

Scope: Provide Construction Manager-at-Risk services for an approximate \$22.0 million project consisting of all the buildings, structures, on-site utilities, and all related site development work as described in **Exhibit A - Lawton Facility Description**. Please note Department of Defense regulations must be followed for this project.

Architect: TBD

Selection Criteria: Submitted qualifications will be evaluated by the Selection Committee. Interviews may be required. Provide the following Information in order:

- 1) **Experience in Commercial Construction-** Document experience with projects similar in size and complexity.
- 2) **Experience as Construction Manager-at-Risk-** Provide a list of completed Construction Manager-at-Risk projects with reference contacts, phone numbers and size and cost of projects.
- 3) **Home Office Location** - Indicate location of home office and nearest branch office if any, along with the firm's knowledge of and/or experience In the Lawton geographic area and minimum response time to be on site.
- 4) **Payment & Performance Bonding capacity-** Provide a letter on your bonding company's letterhead, signed by the officer of the company Indicating they will bond

your firm for Payment & Performance of this project as one bond. Provide your aggregate bonding capacity.

- 5) **Ability to work with the owner-** Provide a list of (3) three contact names and phone numbers of recent projects completed to indicate contractor's cooperation and communication abilities.
- 6) **Ability to meet budget-** Provide list of projects where value engineering was used to reduce the cost of projects and show examples of what they were and how much they saved.
- 7) **Direct time involvement in this project-** Indicate if the owner/principal of the company will be available for at least two meetings per month for the duration of the project along with the superintendent for the project.
- 8) **Safety records of your company-** Provide a list of any citations by OSHA or any other regulatory agency for violations over the past three years and your modifier.
- 9) **Project Team-** Provide the name and qualifications of your proposed team for this project; provide a list of exemplary projects under their direction Including size and costs.
- 10) **Ability to provide services during the warranty period-** Provide Information on how your company handles calls during the one-year warranty period.
- 11) **Unique qualifications of your firm-** Provide any unique qualifications you feel relevant to this project.

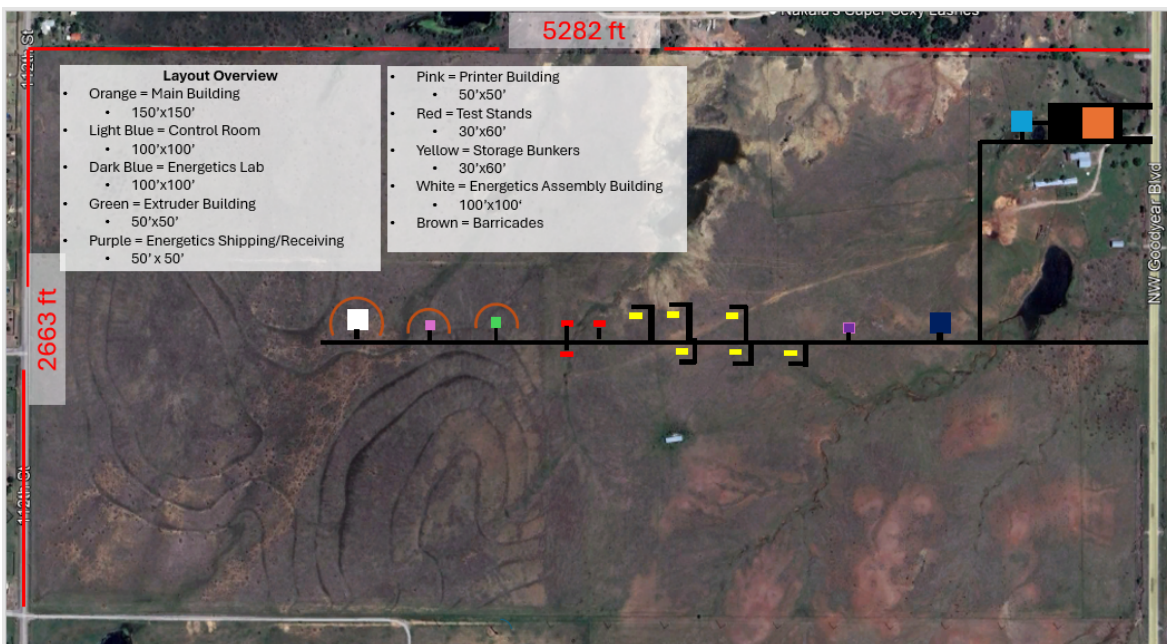
Instructions: All costs directly or indirectly related to response to this request or to clarify a response which may be required by LEDA shall be the responsibility of the respondent.

- 1) Provide the name and contact information for the person authorized to answer any additional questions.
- 2) Submitted proposals will be received and acknowledged.
- 3) LEDA requests that no contact be made with LEDA regarding this Project or RFQ during this solicitation period.
- 4) Rankings, interviews if needed, and negotiation shall be completed as soon as possible.
- 5) Attached for informational purposes as Exhibit B is the selection criteria work sheet that will be used by the selection committee to score each proposer.

Lawton Facility Description

Firehawk Aerospace is a rocket propulsion company based in Dallas that focuses on using additive manufacturing to produce rocket motors. Currently, Firehawk is in the design phase of their future facility that will be based in Lawton. The purpose of this facility is to conduct R&D and mass produce rocket propellant for defense applications. The chosen plot of land is a greenfield project that is located West of Lawton. The buildout will require typical utilities to run throughout, roads connecting the different buildings, barricades, and security fences. Department of Defense regulations must be followed for this project.

Construction will be a total of 16 structures serving a variety of functions and the project will be completed in phases. In combination, the structures will cover roughly 76,200 square feet. Seven industrial buildings of varying sizes and requirements will be constructed. The largest of these buildings, measuring 150 ft by 150 ft, will consist of an office space and a high-bay warehouse. This building will have a parking lot for ~100 vehicles and additional space for loading docks. Additionally, there will be a smaller and separate industrial building dedicated to shipping and receiving of energetic materials. Three manufacturing buildings will be constructed and will require properly rated barricades (protective barriers) due to the processing of energetics. A total of six reinforced bunkers will be constructed: four earth covered magazines and two above ground magazines. Lastly, three rocket motor test stands will be constructed. Each stand will be built to handle high-thrust loads and will consist of reinforced foundations, concrete walls, electrical, and surveillance systems.



Layout & Sizing Overview



City of Lawton

Public Utilities Department

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

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

June 23, 2025

Mr. Richard Rogalski, PE
LEDA Executive Director

RE: Fisher 59 Pay Application 004

Dear Mr. Rogalski:

All materials referenced in this pay request were confirmed to be on site. All work referenced in this pay request was completed prior to the request for payment. The work was inspected by Joe Castillo of SST Division of Public Utilities, City of Lawton. Attached are all documents for Pay Application 004 to be paid in the amount of \$53,915.14.

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

Sincerely,

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

Rusty Whisenhunt
Director of Public Utilities
City of Lawton

Memo

To: Lawton Economic Development Authority (LEDA)
From: Brett Walford
cc: Richard Rogalski
Date: 6/20/25
Re: Request No: ~~04~~– Lawton Redevelopment Agreement Reimbursement

In Summary:

Expenses included in this request are:

1. Bob Moore Construction	\$	53,915.14
2. Carlson Consulting Engineering	\$	0.00
3. Eller & Dietric	\$	0.00
4. PSI Testing	\$	0.00
5. Project Management	\$	0.00

Amount of reimbursement requested: \$ 53,915.14

Thanks
Brett

Schedule 2

FORM OF REQUEST FOR REIMBURSEMENT

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

TO: LAWTON ECONOMIC DEVELOPMENT AUTHORITY (“LEDA”)

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

1. **REQUEST NO: 004**

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

3. **AMOUNT OF REIMBURSEMENT REQUESTED: \$ 53,915.14**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed this 20th day of (JUNE), 2025.

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

By: *Brett Walford*
Name: BRETT WALFORD
Title: PRESIDENT FISHER59 PROPERTIES

STATE OF TEXAS)
) ss.
COUNTY OF DENTON)

Before me, a Notary Public in and for said State, on this 20 day of JUNE, 2025, personally appeared BRETT WALFORD, to me known to be the identical person who subscribed the name of **FISHER59 PROPERTIES, L.L.C.**, to the foregoing instrument as its PRESIDENT, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Marco Antonio Cuevas
Notary Public

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



(SEAL)

THIS SECTION FOR APPROVAL BY LEDA

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

**LAWTON ECONOMIC DEVELOPMENT
AUTHORITY, a public trust**

By: _____
Executive Director

APPLICATION AND CERTIFICATE FOR PAYMENT - AIA Document G702

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

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

APPLICATION NO: 70295-04 -R
APPLICATION: Fisher 59 Road
PERIOD FROM: 1-Mar-25
TO: 30-Apr-25
ARCHITECTS NO:

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

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

Contract Date: 11-Nov-24

CONTRACT FOR:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner:

ADDITIONS	44,351.00	DEDUCTIONS	
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Approved this Month

ADDITIONS	0.00	DEDUCTIONS	
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Totals

44,351.00	0.00
-----------	------

Net change by Change Orders

44,351.00

1. ORIGINAL CONTRACT SUM..... \$ 1,675,773.00
2. Net change by Change Orders..... \$ 44,351.00
3. CONTRACT SUM TO DATE [Line 1 + 2]..... \$ 1,720,124.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 684,559.08
(Column G on G703)
5. RETAINAGE:
 - a. 10% of Completed Work
(Column D + E on G703)..... \$ 68,455.91
 - b. 10% of Stored Material
(Column F on G703)..... \$ 0
 Total Retainage [Line 5a + 5b or Total in Column I of G703]..... \$ 68,455.91
6. TOTAL EARNED LESS RETAINAGE..... \$ 616,103.17
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 562,188.03
(Line 6 from prior certificate)
8. CURRENT PAYMENT DUE..... \$ 53,915.14
(Line 6 less Line 7)
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 1,104,020.83
(Line 3 less Line 6)

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

CONTRACTOR: BOB MOORE CONSTRUCTION, INC.

By: 

Date: 6/18/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

STATE OF: TEXAS, COUNTY OF: TARRANT

Subscribed and sworn to before me this 18th day of June, 2025

Notary Public: 

My Commission expires: 11/08/2025



AMOUNT CERTIFIED.....

[Attached explanation if amount certified differs from amount applied for]
GABRIEL PROJECT MANAGEMENT, LLC

By: _____ Date: _____

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

AIA Document G703												
Continuation Sheet												
AIA DOCUMENT G702. APPLICATION AND CERTIFICATE FOR PAYMENT.												
containing contractor's signed Certification is attached.												
Project Name: Fisher 59 Road												
Project # 70295												
Application: # 70295-04												
Pay Period: 3/1/2025 To: 4/30/2025 Delay Days to Date:												
Item No.	Description of Work	Original	Changes from Previous Applications	Scheduled Value Change this Period	Current	Previous Application	This Application		Completed & Stored to Date	%	Balance to Finish	Retainage 10%
							Work in Place	Stored Material				
	General Conditions	54,155.00	0.00	0.00	54,155.00	79.14	28,789.05	28,868.19	0.00	53%	25,286.81	2,886.82
	Testing & Inspection	58,750.00	0.00	0.00	58,750.00	0.00		0.00	0.00	0%	58,750.00	0.00
	Earthwork	279,479.00	0.00	0.00	279,479.00	154,544.00		154,544.00	0.00	55%	124,935.00	15,454.40
	Site Utilities - Water/Sewer to Building	526,942.00	0.00	0.00	526,942.00	374,041.35	31,116.66	405,158.01	0.00	77%	121,783.99	40,515.80
	Landscape & Irrigation	42,263.00	0.00	0.00	42,263.00	0.00		0.00	0.00	0%	42,263.00	0.00
	Site Concrete	565,871.00	0.00	0.00	565,871.00	0.00		0.00	0.00	0%	565,871.00	0.00
	General Liability Insurance	9,916.00	0.00	0.00	9,916.00	9,916.00		9,916.00	0.00	100%	0.00	991.60
	Building Permit	10,000.00	0.00	0.00	10,000.00	0.00		0.00	0.00	0%	10,000.00	0.00
	Builders Risk Insurance	1,586.00	0.00	0.00	1,586.00	1,586.00		1,586.00	0.00	100%	0.00	158.60
	Project Contingency	46,469.00	0.00	0.00	46,469.00	0.00		0.00	0.00	0%	46,469.00	0.00
	Fee	63,817.00	0.00	0.00	63,817.00	37,887.22		37,887.22	0.00	59%	25,929.78	3,788.72
	Payment & Performance Bonds	16,525.00	0.00	0.00	16,525.00	16,525.00		16,525.00	0.00	100%	0.00	1,652.50
			0.00	0.00	0.00	0.00		0.00	0.00			
			0.00	0.00	0.00	0.00		0.00	0.00			
1	Road Extension Bonds:											
	BMC Bond Fee		6,163.66	6,163.66	6,163.66	6,163.66		6,163.66	0.00	100%	0.00	616.37
	Premier Earthworks Bond Fee		15,225.00	15,225.00	15,225.00	9,061.00		9,061.00	0.00	60%	6,164.00	906.10
	WW Builders Bond Fee		14,850.00	14,850.00	14,850.00	14,850.00		14,850.00	0.00	100%	0.00	1,485.00
	Unused Bond Fee		8,112.34	8,112.34	8,112.34	0.00		0.00	0.00	0%	8,112.34	0.00
	Total	1,675,773.00	44,351.00	0.00	1,720,124.00	624,653.37	59,905.71	684,559.08	0.00	41%	1,035,564.92	68,455.91

70295 Fisher 59 Road Extension - Lawton, Oklahoma

Pay Application 70295-04							March-April
General Conditions							
Cost Code	BMC Description	Gabriel Description	Previously Billed	Billed This Application	Completed to Date	Retainage	Net
1-222	Office Supplies	Safety Equipment - Hardhats, Glasses, Harnesses, Nets, Barricades, etc.	\$ -	\$ 1,147.33	\$ 1,147.33	\$ 114.73	\$ 1,032.60
1-200	Job Container	Storage Trailer Rental	\$ -	\$ 233.81	\$ 233.81	\$ 23.38	\$ 210.43
1-220	Office Trailer	Field Office or Trailer Rental	\$ -	\$ 4,811.17	\$ 4,811.17	\$ 481.12	\$ 4,330.05
1-450	Temporary Telephone (WI-FI)	Telephone/Fax/Internet Service & Expense	\$ -	\$ 381.11	\$ 381.11	\$ 38.11	\$ 343.00
1-720	Jobsite Technology	Technology Fee	\$ -	\$ 2,250.00	\$ 2,250.00	\$ 225.00	\$ 2,025.00
16-010	Temporary Power	Temporary Power Service Usage	\$ -		\$ -	\$ -	\$ -
1-400	Temporary Water	Temporary Water	\$ -		\$ -	\$ -	\$ -
	Incl. with 1-222	Field Ice, Cups & Water	\$ -		\$ -	\$ -	\$ -
1-250	Portable Toilets	Temporary Toilets	\$ -	\$ 3,311.22	\$ 3,311.22	\$ 331.12	\$ 2,980.10
2-550	Daily Clean UP / Temp Labor	Weekly Cleanup (labor, material, and equipment)	\$ -		\$ -	\$ -	\$ -
6-600	Final Cleaning	Final Cleanup	\$ -		\$ -	\$ -	\$ -
1-710	Dumpster Pulls	Debris Hauling/Removal	\$ -	\$ 1,025.50	\$ 1,025.50	\$ 102.55	\$ 922.95
2-031	Equipment Rental	Equipment Rental - Air Compressors, Generators, Jack-Hammers, Welders, etc.	\$ -	\$ 12,004.96	\$ 12,004.96	\$ 1,200.50	\$ 10,804.46
1-560	Courier Service (FedEx)	Courier Expense	\$ 79.14	\$ 56.23	\$ 135.37	\$ 13.54	\$ 50.61
1-590	Safety	Safety Program Implementation & Management	\$ -	\$ 526.90	\$ 526.90	\$ 52.69	\$ 474.21
2-020	Layout & Staking	Survey & Layout	\$ -	\$ 2,465.82	\$ 2,465.82	\$ 246.58	\$ 2,219.24
1-765	Photos / Aerial Photos	Jobsite Camera	\$ -	\$ 575.00	\$ 575.00	\$ 57.50	\$ 517.50
	Total General Conditions		\$ 79.14	\$ 28,789.05	\$ 28,868.19	\$ 2,886.82	\$ 25,910.15
Subcontractors							
		Testing & Inspection	\$ -	\$ -	\$ -	\$ -	\$ -
		Earthwork - Premier Earthwork	\$ 154,544.00	\$ 31,116.66	\$ 185,660.66	\$ 18,566.07	\$ 28,004.99
		Site Utilities - Water/Sewer to Building - Premier Earthwork	\$ 374,041.35	\$ -	\$ 374,041.35	\$ 37,404.14	\$ -
		Landscape & Irrigation	\$ -	\$ -	\$ -	\$ -	\$ -
		Site Concrete	\$ -	\$ -	\$ -	\$ -	\$ -
		General Liability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
		Building Permit	\$ -	\$ -	\$ -	\$ -	\$ -
		Payment & Performance Bonds	\$ 16,525.00	\$ -	\$ 16,525.00	\$ 1,652.50	\$ -
		Road Extension Bonds	\$ 30,074.66	\$ -	\$ 30,074.66	\$ 3,007.47	\$ -
	Total Subcontractors		\$ 575,185.01	\$ 31,116.66	\$ 606,301.67	\$ 60,630.18	\$ 28,004.99
		General Liability Insurance	\$ 9,916.00		\$ 9,916.00	\$ 991.60	\$ -
		Building Permit	\$ -		\$ -	\$ -	\$ -
		Builders Risk Insurance	\$ 1,586.00		\$ 1,586.00	\$ 158.60	\$ -
		Project Contingency	\$ -		\$ -	\$ -	\$ -
	SUBTOTAL		\$ 586,766.15	\$ 59,905.71	\$ 646,671.86	\$ 64,667.20	\$ 53,915.14
		Fee (4%)	\$ 37,887.22	\$ 25,866.87	\$ 63,754.09	\$ 6,375.41	\$ 23,280.18
	TOTAL		\$ 624,653.37	\$ 85,772.58	\$ 710,425.95	\$ 71,042.61	\$ 77,195.32

Acct # :319971583

Check # :95848

Amount :1,342,031.31

Seq# :101080462729



FISHER 59
5050 WEST UNIVERSITY DRIVE
DENTON, TEXAS 76207
940-566-6717

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

95848

05/15/2025

VOID AFTER 90 DAYS

PAY TO THE ORDER OF **Bob Moore Construction, INC**

\$ ****1,342,031.31****

One Million Three Hundred Forty Two Thousand Thirty One Dollars and 31 Cents

DOLLARS

Bob Moore Construction, INC
3611 William D. Tate Avenue
Grapevine, TX 76051
United States

AUTHORIZED SIGNATURE

MEMO

⑆095848⑆ ⑆11000614⑆

319971583⑆

[Faint, mostly illegible text, likely a routing slip or internal memo]

*FOR REMOTE DEPOSIT
BOB MOORE CONSTRUCTION
UNIVERSITY DRIVE
#9872167357*

⑆095848⑆ ⑆11000614⑆ 319971583⑆

Secured Features Included FD Backup on Back

Edit	View	Bob Moore Construction, INC	70294-06	05/15/2025	\$1,264,836.00
Edit	View	Bob Moore Construction, INC	70295-04	05/12/2025	\$77,195.31

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: **Fisher 59 Road Expansion**

Job No. **70295**

On receipt by the signer of this document of a check from **Fisher 59 Properties** (maker of check) in the sum of **\$53,915.14** payable to **Bob Moore Construction, Inc.** (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Fisher 59 Properties** (owner) located **1310 SW Gilbert Gibson Rd. - Lawton, OK 73501** (location) to the following extent: **General Contracting Services thru 4/25/2025** (job description).

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

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

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

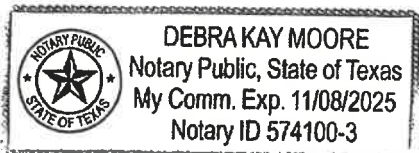
Date 6/18/2025

BOB MOORE CONSTRUCTION, INC.

By  (Signature)

Mark Duvall, Executive Vice President (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on 18th day of June 2025 to certify which witness by hand and seal of office.




Notary Public, State of Texas

APPLICATION FOR PAYMENT

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

From: Premier Earthworks
 PO Box 343
 Morris, OK 74445

Contract For: Earthwork & Wet Utilities

Application No.: 3
 Period To: 04/30/25
 Application Date: 04/18/25
 Project No.: 70295
 Contract Date: 11/20/24
 Commitment: 70295-71921

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

CONTRACTOR:

By: _____ Date: _____
 State Of: _____
 County Of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$28,005.00

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

ARCHITECT:

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

- 1. ORIGINAL CONTRACT AMOUNT \$639,045.00
- 2. NET CHANGE BY CHANGE ORDERS \$15,225.00
- 3. CONTRACT SUM TO DATE \$654,270.00
- 4. TOTAL COMPLETED AND STORED TO DATE \$568,763.01
- 5. RETAINAGE (Column G) \$56,876.30
 - 10.00% of Completed Work
 - (Columns D + E)
 - 10.00% of Stored Materials
 - (Columns F)
- Total Retainage \$56,876.30
- (Line 5a + Line 5b OR Sum of Column I)
- 6. TOTAL EARNED LESS RETAINAGE \$511,886.71
- (Line 4 less Line 5 Total)
- 7. LESS PRIOR CERTIFICATES FOR PAYMENT \$483,881.71
- (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$28,005.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$142,383.29
- (Line 3 less Line 6)

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

CONTINUATION SHEET

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

APPLICATION NO.: 3

APPLICATION DATE: 04/18/25

PERIOD TO: 04/30/25

Premier Earthworks

PROJECT NO.: 70295

COST CODE	A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D+E)						
	1	Onsite Cut of Appr 50 yds	\$1,500.00	\$1,500.00	-	-	-	\$1,500.00	-	\$150.00
	2	Onsite Fill of Appr 6,600 yds	\$33,000.00	\$29,700.00	-	-	-	\$29,700.00	\$3,300.00	\$2,970.00
	3	Loose haul in of Appr 6,600 yds	\$118,200.00	\$106,380.00	-	-	-	\$106,380.00	\$11,820.00	\$10,638.00
	4	Silt Fence and Installation Appr 1,800 ft	\$10,800.00	\$10,800.00	-	-	-	\$10,800.00	-	\$1,080.00
	5	Sanitary Sewer Installation and Materials	\$125,007.00	\$50,002.80	\$25,001.40	-	-	\$75,004.20	\$50,002.80	\$7,500.42
	6	Water Line Installation and Materials	\$146,696.10	\$146,696.10	-	-	-	\$146,696.10	-	\$14,669.61
	7	RCP Installation and Materials	\$203,841.90	\$177,342.45	\$6,115.26	-	-	\$183,457.71	\$20,384.19	\$18,345.77
2-100	1	(CO #001)	\$15,225.00	\$15,225.00	-	-	-	\$15,225.00	-	\$1,522.50
		PAYMENT TOTALS	\$654,270.00	\$537,646.35	\$31,116.66	-	-	\$568,763.01	\$85,506.99	\$56,876.30

Audit Trail

Project: Fisher 59 Road (70295)

From: Premier Earthworks

Date	User	Company	Event
06/09/25 16:43 GMT	Kyle Whitesell	Bob Moore Construction, Inc.	Kyle Whitesell approved Application For Payment #3 for Premier Earthworks
06/09/25 14:44 GMT	Mark Duvall	Bob Moore Construction, Inc.	Mark Duvall approved Application For Payment #3 for Premier Earthworks
06/02/25 20:37 GMT	Stephanie Chambers	Bob Moore Construction, Inc.	Stephanie Chambers approved Lien Waiver 'Bob Moore Unconditional Waiver' for Application For Payment #3 for Premier Earthworks
06/02/25 19:17 GMT	Tonya Terry	Premier Earthworks	Tonya Terry uploaded Lien Waiver 'Bob Moore Unconditional Waiver' for Application For Payment #3 for Premier Earthworks
05/22/25 16:12 GMT	Stephanie Chambers	Bob Moore Construction, Inc.	Stephanie Chambers sent Lien Waiver 'Bob Moore Unconditional Waiver' for Application For Payment #3 for Premier Earthworks
05/22/25 12:09 GMT	Tucker O'Neal	Bob Moore Construction, Inc.	Tucker O'Neal approved Application For Payment #3 for Premier Earthworks
05/20/25 20:54 GMT	Stephanie Chambers	Bob Moore Construction, Inc.	Stephanie Chambers approved Lien Waiver 'Bob Moore Conditional Waiver Progress.pdf' for Application For Payment #3 for Premier Earthworks
05/05/25 18:18 GMT	Tonya Terry	Premier Earthworks	Tonya Terry submitted Application For Payment #3 for Premier Earthworks
05/05/25 18:18 GMT	Tonya Terry	Premier Earthworks	Tonya Terry uploaded Lien Waiver 'Bob Moore Conditional Waiver Progress.pdf' for Application For Payment #3 for Premier Earthworks
05/05/25 13:59 GMT	Tim Knox	Bob Moore Construction, Inc.	Tim Knox rejected Application For Payment #3 for Premier Earthworks Comment: Revise Sanitary to 60% and Revise Storm to 90%
04/23/25 16:05 GMT	Tonya Terry	Premier Earthworks	Tonya Terry submitted Application For Payment #3 for Premier Earthworks
04/23/25 16:05 GMT	Tonya Terry	Premier Earthworks	Tonya Terry uploaded Lien Waiver 'Bob Moore Conditional Waiver Progress.pdf' for Application For Payment #3 for Premier Earthworks
04/18/25 17:25 GMT	Tonya Terry	Premier Earthworks	Tonya Terry uploaded Lien Waiver 'Bob Moore Conditional Waiver Progress.pdf' for Application For Payment #3 for Premier Earthworks
04/18/25 17:15 GMT	Tonya Terry	Premier Earthworks	Tonya Terry created Application For Payment #3 for Premier Earthworks



BOB MOORE CONSTRUCTION, INC.
 3611 WILLIAM D TATE AVENUE
 GRAPEVINE, TX 76051
 (817) 840-1200

UMB BANK, N.A.
 KANSAS CITY, MISSOURI

3406

DATE	CHECK NO.	AMOUNT
May 10, 2025	3406	\$*****28,005.00

Pay: *****Twenty-eight thousand five dollars and no cents

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

⑆003406⑆ ⑆101000695⑆ ⑆9872767357⑆

>103112112< 20250604
 MABREY BANK
 Drawer/Transit: 01806/0037
 HIN: 528655910000141

<103112112> 1806 37 06/04/25 U65JPETER

ENCLOSURE CHECK HERE
 ✖ For Deposit only - 88833827
 CHECK HERE IF MOBILE DEPOSIT
 (DO NOT SIGN/INITIAL/STAMP HERE ON THIS LINE - FOR FINANCIAL INSTITUTIONS USE ONLY)

Check Information

Check Number:0000003406
 Account Number:9872767357
 Amount:\$28005.00
 Post Date:2025-06-05
 R/T:101000695
 DIN:84147594

Return Reason:N/A

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Fisher 59 Road
Job No. 70295

The signer of this document has been paid and has received a progress payment in the sum of \$28,005.00 for all labor, services, equipment, or materials furnished to the property or to Bob Moore Construction, Inc. (person with whom signer contracted) on the property of Fisher 59 Properties (owner) located at 1310 SW Gilbert Gibson Rd. Lawton, OK 73501 (location) to the following extent: Earthwork & Wet Utilities thru 04/30/25 (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

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

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

Date 6/2/25

Premier Earthworks (Company name)

By Kelly Bailey (Signature)

Owner (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 2nd day of June, 2025 to certify which witness by hand and seal of office.

Janice Terry
Notary Public, State of Texas
Oklahoma