



City of Lawton

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

Lawton Economic Development Authority

Agenda

Thursday, January 15, 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 approving the minutes of the December 18, 2025, meeting.
2. Consider approving the November 2025 Financial Report from Hatch, Croke and Associates.
3. Discuss, make recommendations, and consider approving a Term Sheet for an agreement with CCIDA regarding acquisition of the 320-acre property that is planned as the future site of the Firehawk Aerospace development.
4. Receive a report from the City of Lawton Department of Public Utilities and consider approving Pay Application 008 from Fisher59 Properties in the amount of \$107,036.99 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.
5. Consider directing the Executive Director to open two accounts at Arvest Bank for TIF funds received pursuant to the Lawton Downtown Economic Development Project Plan and then transfer funds and close the two accounts for that purpose at IBC Bank.
6. Discuss the TIF revenue projections for 2026, provide direction to the Executive Director, or take other action as deemed necessary.

Reports

1. Receive a report from the LEDA Executive Director

Executive Session

1. Pursuant to Section 307(B)(3), Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of conferring on matters pertaining to the sale, purchase, lease, acquisition, or appraisal of real property and Section 307(C)(11), Title 25, Oklahoma Statutes, pertaining to economic development, including the transfer of property, financing, and the creation of a proposal to entice a business to locate within their jurisdiction if the public disclosure of which would violate the confidentiality of prospective business entities, and in open session, take action as necessary.

Adjournment

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

Item Title:

Consider approving the minutes of the December 18, 2025, meeting.

Initiator: Tammy Branstetter, Senior Deputy City Clerk

Information Source: Tammy Branstetter, Senior Deputy City Clerk

Background:

Minutes from the December 18, 2025, LEDA meeting have been drafted and are awaiting approval.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Draft Minutes - 12.18.2025 LEDA Meeting

Key Issues:

N/A

Funding Source:

N/A

Recommended Action:

Approve the minutes of the December 18, 2025, meeting.

ATTACHMENTS:

1. LEDA Draft Minutes 12.18.2025



City of Lawton

Lawton Economic Development Authority

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

Minutes

Thursday, December 18, 2025

2:00 PM

Lawton City Hall
3rd Floor Conference Room

Meeting Called to Order and Roll Call

"Official action can be taken only on items which appear on the agenda. The Authority may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Authority may refer the matter to City Staff. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

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

ROLL CALL:

PRESENT: David Madigan, Rick Walker, Larry Neal, George Gill, Mark Brace, Ron Nance, Randy Warren, Brandie Page, Jason Hensley

ABSENT: None

OTHERS PRESENT: Richard Rogalski, LEDA Executive Director; Dewayne Burk, Deputy City Manager; Timothy Wilson, Deputy City Attorney; Tammy Branstetter, City Clerk's Office; Kelvin Ingram, Community Enrichment Deputy Director; Larry Parks, Community Enrichment Director; Bettina King, Lawton Public Library; Kirby Brown, Ward 3 Councilman Elect; Matthew Modeste, Hatch, Croke & Associates; Mike Ray, Lawton Constitution; Ashley Payne, Lawton Constitution; Eric Swanson, Lawton Constitution; Skylar Teddington, KSWO 7 News; Sarah Liese, KOSU Radio; Dee Jacobs, Citizen of the Community; Matina Davis, Citizen of the Community; Kaysa Whitley, Citizen of the Community; Daniel Jameson, Citizen of the Community; Robert De Shade, Citizen of the Community

Vice-Chairman Madigan welcomed all guests in attendance.

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

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

Business Items

1. Consider electing a Chairman, and if necessary, a Vice Chairman and/or Secretary, per Article VII (2) of the Trust Indenture.

Richard Rogalski, LEDA Executive Director, gave background information on this item. Rogalski said there was a City Council policy recently enacted that limits terms to nine years on trust authorities. So when someone goes up for renewal, if they've been there more than nine years, we would violate the policy to put them back on. The first person that it occurred to actually ended up being Chairman Fitch. Now, some of you have been here for a little while, and so at your next term, this will be your last term. A couple of you are 2031s and one of you is a 2027, but that's per that policy. Your bylaws allow you basically to elect a new Chairman, and I just put it on there just in case you got one of your other officers, you can elect them now too.

Motion by Nance, **Second** by Gill, to nominate David Madigan to serve as Chairman. **AYE:** Gill, Warren, Walker, Hensley, Brace, Nance, Neal, Page. **NAY:** None. **ABSTAIN:** Madigan. **MOTION PASSED.**

Chairman Madigan said now we need to fill the Vice-Chairman position, so I'll open that up.

Motion by Walker, **Second** by Warren, to nominate Larry Neal to serve as Vice-Chairman. **AYE:** Gill, Warren, Walker, Hensley, Brace, Nance, Madigan, Page. **NAY:** None. **ABSTAIN:** Neal. **MOTION PASSED.**

Chairman Madigan said I believe Larry Neal was the Secretary, so that creates an opportunity for a Secretary, which is important, because the Secretary signs some documents, checks periodically, things of that sort.

Rogalski said and they're a signer on our banks.

Larry Neal nominated Ron Nance.

Nance said I appreciate that, but number one, my term is going to be up pretty soon — I thought it was 2026, somebody said it's 2027 — but either way, it is. And my family has told me I've done enough, so, two reasons.

Chairman Madigan said thanks, Ron, for that. He asked if anybody else had a nomination.

Motion by Gill, **Second** by Walker, to nominate Jason Hensley to serve as Secretary. **AYE:** Gill, Warren, Walker, Madigan, Brace, Nance, Neal, Page. **NAY:** None. **ABSTAIN:** Hensley. **MOTION PASSED.**

2. Consider approving the minutes of the November 20, 2025, meeting.

A copy of the minutes from the November 20, 2025, meeting may be obtained from the City Clerk's Office upon request.

Motion by Warren, **Second** by Neal, to approve the minutes from the November 20, 2025, meeting as presented. **AYE:** Gill, Warren, Madigan, Hensley Brace, Nance, Neal, Page. **NAY:** None. **ABSTAIN:** Walker. **MOTION PASSED.**

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

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

Modeste said the financials for October 2025 start on page 38 of your agenda packet. The statement of net position as of October 31st, 2025, the seven bank accounts total \$6.7 million dollars. Interest receivable, that's BOK interest received in November — \$429. Property tax receivable is for the October property tax, which was received in November, totaling \$7,488. No change in the AR state matching for the prior year, so total current assets are \$7.3 million. No change in the fixed assets or other assets, so your total assets as of October 31st, 2025 are \$11.8 million.

Modeste said on page 39, total current liabilities are \$112,590.80. There were no changes from the previous months in your long-term liabilities — \$26.7 million. Your total liabilities and net position are \$11.8 million.

Modeste said on page 40, the statement of revenue and expenses, the hotel/motel tax which was September hotel/motel tax was \$30,392. Property tax from October was \$7,488. So, total revenue is \$37,880. Total operating expenses are \$110,575.49. Interest income is \$13,720. The change in net position is a negative \$58,975.50.

Modeste said on page 41, on the cash flow statement, if you look at the bottom of the statement, you can see that we had a net decrease in cash of \$9,069.88. If you subtract that from the cash at the beginning of the period, that gives us cash at October 31st, 2025 of \$6.7 million.

Modeste said pages 42 to 46 of your agenda packet are the details of the combined expenses, which were on page 40.

Chairman Madigan said Matthew, I just want to thank you. At our last meeting, we asked you to add a year-over-year comparison on that statement of net position, i.e. the balance sheet, and thank you for doing that.

Modeste said you're welcome — I initially misunderstood what you were asking.

Motion by Warren, **Second** by Gill, to approve the October 2025 Financial Report as presented. **AYE:** Gill, Warren, Madigan, Hensley Brace, Nance, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

4. Consider approving a joint resolution of the City of Lawton, the Lawton Economic Development Authority, and the Comanche County Industrial Development Authority acknowledging Westwin Elements, Inc.'s Written Notice of its Election Not to Proceed with the large-scale commercial refinery in Lawton, Oklahoma; approving a Notice of Termination of All Obligations under Part II of the Amended and Restated Redevelopment Agreement between the City, LEDA, CCIDA, and Westwin; and authorizing the Mayor or Vice-Mayor and Chairman or Vice-Chairman of LEDA and CCIDA to execute and deliver such notice.

Rogalski provided background information on this item. A copy of the proposed resolution and Notice of Termination of All Obligations under Part II of the Amended and Restated Redevelopment Agreement may be obtained from the City Clerk's Office upon request.

Rogalski said the Amended and Restated Redevelopment Agreement for the Westwin project was set up with a phase one and a phase two. We are currently at kind of the tail end of phase one. Technically, it goes until June 1st of 2026. Obviously, phase two could have started before that, but sort of the deadline was June one, let me say it that way. Phase one involved the pilot plant. There was a reason that we all agreed to do that — it was a startup company, and they were going to develop a small version of the plant, the pilot plant, and then work on their bankable feasibility study and put together the major financing and make everything work, and with the desire or at least the plan to construct it in Lawton. But they did not have an obligation in that contract to construct it in Lawton — it was just, "if you did, this is how it works."

Rogalski said there's obviously been some delay. We haven't been talking about Westwin for a little while. And the issues were with their feasibility study. The purpose of the feasibility study is that it needs to show that it's feasible, and there were some logistical problems they were looking at and were trying to overcome and were basically unable to, even to this day, overcome. I think there were some problems also in the commodities market. Commodities go up and down and up and down. So there was some decrease in the value of their commodity, nickel. At any rate, there was communication between the LEDC and Westwin where there was basically a final statement. They laid out terms of a termination, which are in this letter — the same terms that they discussed.

Rogalski said our agreement doesn't really have a, "What happens if you don't build the commercial plant there?". I mean, it has default issues where if you just don't do anything by June 1st, there's a plan there. But this is a case where there was discussion that Westwin was interested in operating and continuing their pilot plant — we would keep the jobs there, they would continue to pay the property taxes in that TIF

district, and would basically buy the property from us and pay LEDA back, or pay all their money back and continue to operate. That's what was laid out, and it's laid out in that letter as well. But there were some delays in the financing and all of that, and so we never got to the point where we had those terminations. I would have brought you termination agreements — the final agreements.

Rogalski said because of those delays, and it being kind of ongoing, we felt like it was necessary at this time to go ahead and get this letter done, because their election not to proceed with phase two effectively frees our obligations for phase two. Obviously, the LEDC can't approve that for everybody, so that documentation with the LEDC — it's necessary for all the other boards to approve that. In fact, it's the public entities that are financially involved in that that must approve these termination documents, and that's why you have this joint resolution and joint letter.

Rogalski said logistics are logistics, and commodity prices are commodity prices. I mean, we're not faulting anybody for that. But, the very last section basically says while we are acknowledging that we're stopping our obligations with part two, this letter says that the community is still open if things change, and they wanted to build a commercial plant here, we would be open to negotiate that, but the current agreement, those past obligations are gone, and we would be working from sort of now forward, to put it that way.

Rogalski said just to be clear, this does not remove any of the obligations in phase one. All those obligations on that part of the contract stay there, and they do still have to perform certain things by June 1st, 2026, or their lease ends and the promissory note comes due and all that. So, our hope is that we go through the steps of the settlement where we bring back to you the termination agreement, these agreements to basically transfer the property to them, and then we have a much smaller industry than we'd hoped for, but we still have a small industry here in town.

Chairman Madigan thanked Rogalski for the background information.

Motion by Brace, **Second** by Warren, to approve Item 4. **AYE:** Gill, Warren, Madigan, Hensley Brace, Nance, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

5. Consider approving an agreement with Ryan Herring Construction to provide Construction Manager at Risk services for LEDA's portion of the construction of the Firehawk Aerospace development, for preconstruction fee of \$110,000.00 and a construction fee of 5.5% of the actual construction cost.

Rogalski provided background information on this item. A copy of the proposed agreement with Ryan Herring Construction for Construction Manager at Risk services for LEDA's portion of the construction of the Firehawk Aerospace development may be obtained from the City Clerk's Office upon request.

Rogalski said this is a very large agreement. It's probably the largest CMAr agreement I've seen. It was prepared by the Center for Economic Development Law, and I was told

it was originally written for a client that was very risk-averse. And I thought, well, that's us — we're risk-averse. It's extremely comprehensive. But the important part is the construction manager at risk fees. Just to give everybody an understanding, there was an RFP that was put out earlier in the year. There was a selection. We had three respondents. There was a selection committee, and Ryan Herring was the CMaR selected. Then there was a negotiation of the fee, which was 6%, and as it's laid out in the document, it provides a pre-construction fee, which is a half percent of \$22 million — \$110,000 is a half percent of \$22 million, and then 5.5% of the actual construction cost being the standard CMaR fee. And just so you all know, there's also another line item for the general contractor.

Rogalski said again, I really like the document. It's big, but it's very comprehensive. Now, I will ask you for a floor amendment. In working with Ryan, we've discussed the fee — a half percent and then a 5.5%. So, the first phase is exactly as we discussed — it's a fixed fee of \$110,000 plus expenses. If we move to the construction, that amount automatically gets wrapped into a total of 6%, because he wants the construction phase total to be 6%, and there are kind of reasons for that. Rogalski said if we stay on budget, it helps us because the construction manager fee does not include expenses. It's absorbed in there, and we pay less overall. If the amount goes over budget, then at some point, 6% catches up to those expenses, and he gets more money. Rogalski said 6% is a good fee for a construction manager at risk. They generally range from 6% to 8%, and so I actually like the change.

Rogalski noted that Section 6.3 Construction Phase found on page 34 of the contract says, "For all services performed by the construction manager to construct the project during the construction phase, the owner shall pay the construction manager a fixed fee as set forth in the GMP schedule amendment for the project." Rogalski said after we bid the project, we set a GMP, and at that point, you set the fee as a fixed fee, but it's going to be 6% of the GMP. This would occur after the project is bid and before award, or in between bid and award, and that's exactly per state statute. That's exactly what the statute lays out. So, all the little elements are bid. He brings them to us. And if we decide we like those, then we set up the GMP, and then that's it from there on — that's what he gets paid off of.

Rogalski said to go back to what the change is, the GMP schedule for the amendment for the project, that's called the "construction fee", but in any event, the total fee for the construction phase and the amount of fees and expenses paid to the construction manager during the pre-construction phase and the construction phase shall not exceed 6% of the cost of the work. The reason you have a pre-construction fee is that if we did not award, he's worked for several months for free, so that's reasonable. So, if we stop the project before award, that would be it. If we go to the award, it's just a standard 6% fee of the GMP — that's what this says.

Gill said as far as construction management at risk, a 6% fee is really very good. It's generally between 6% and 10%. Most of the time, it leans more towards 10% than it does 6%. I think the fee structure is good. The investigation of Ryan Herring

Construction is excellent — there's no problem there with the construction manager. So, it just presents a situation where I would make a motion to approve his contract based on what we read here, and on the floor amendment of a maximum of 6% if construction is started, I want to include that. So that's my motion.

Motion by Gill, **Second** by Hensley, to approve the contract with Ryan Herring Construction as presented, with the floor amendment to approve a maximum of 6% construction manager at risk fee if construction is started. **AYE:** Gill, Warren, Madigan, Hensley Brace, Nance, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

6. Consider approving a Term Sheet for an agreement with CCIDA regarding acquisition of the 320 acre property that is planned as the future site of the Firehawk Aerospace development.

Rogalski provided background information on this item. A copy of the proposed Term Sheet with CCIDA may be obtained from the City Clerk's Office upon request.

Rogalski said this is just the first step in the project. You'll have a term sheet with Firehawk itself also. But I felt like we'd get this one kind of cleared away. It's actually a pretty simple term sheet. Basically, CCIDA owns the 320 acres that we've been planning to put Firehawk on. It's been rezoned, and it's all set for the project in that regard. We're getting a survey prepared for the project, an ALTA survey — Lester is doing that. That'll be completed here fairly soon. We got the title report updated, and so that's kind of moving along. But, we kind of don't have an agreement with CCIDA for the land, and I think that's kind of important. So what this sets out is that the LEDA will remit to CCIDA a sum of \$1.92 million — that is \$6,000 an acre. And it's going to be paid from TIF increment revenues received by LEDA attributable to the TIF district activated for the property. The amount paid to CCIDA each year would be equal to 35% of the TIF revenue so received by LEDA until that total amount has been paid to CCIDA. No interest or other fees will be applicable. That's kind of the important part.

Rogalski said I do have a floor amendment on this one, too. And this was my mistake. In that section I just read of "Consideration", what it actually says is over a 10-year period from tax increment financing. There really is no reason to limit it, because we're limiting it in the amount. Rogalski said the term sheet changed in time. I was originally going to pay them with lease revenue — that was my thought. And then it turns out it's just going to be simpler and easier when the project's expanding to do it with TIF revenue. The 35% number comes from, more or less, LEDA. When you get a dollar, about the first \$0.25 to \$0.30 goes to the taxing entities and to STEM. So what you have to work with is about \$0.70. It's a little more than that, but about \$0.70. So, this gives them \$0.35. So, you have half to pay the city, because the city's investment's about \$3 million for the sewer line. You would have half of that to pay the city, and half to pay CCIDA. Now, they haven't seen this yet. So I mean, this is just our first step here. You approve it, you go to CCIDA, they approve it. Then we draft the agreement. If they bounce it back, we bring it back to you.

Warren said so we remove the 10 years?

Rogalski said yes — it just goes as long as it goes. Now, my data, my projection, is it's less than ten years.

Madigan said that adjustment is on page 198 of the packet, on the second page of the agreement.

Rogalski said I should have mentioned in the last one too, just reminding everybody that LEDA received a \$22 million grant from the Oklahoma Development Finance Authority for this project. So it's a great deal for our community. We're getting the 100 jobs at \$93,500 each, which is our current term sheet. It actually might get more by the time I bring it to you. The project is expanding. It's going very well. By expanding, they're talking about spending more money than they originally did, twice as much. So that's why it says in this term sheet, up to \$100 million. So it's really looking like it's going to be a great project for the community.

Motion by Brace, **Second** by Hensley, to approve Item 6, with the floor amendment to strike the phrase "over a ten (10) year period" found on page 2 of the Term Sheet under "Consideration". **AYE:** Gill, Warren, Madigan, Hensley, Brace, Nance, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

7. Consider approving a resolution approving the commencement of payments under the Economic Development Agreement with Republic Paperboard Company, LLC, dated December 1, 2019, making a determination regarding Republic's compliance with the Economic Development Agreement, and the amount of assistance to be provided to Republic in accordance therewith.

Rogalski provided background information on this item. A copy of the proposed resolution approving the commencement of payments under the Economic Development Agreement with Republic Paperboard Company, LLC, may be obtained from the City Clerk's Office upon request.

Rogalski said Republic Paper Board is located in TIF 3, which is the very first industrial TIF district that we created in the community, and it was created at the same time as the STEDI Project Plan. It's been a great project for us. Much of LEDA's revenue from the STEDI Plan side comes from Republic. The requirements in the agreement were that, basically, at year six, we start making certain payments to them over a 25-year period. And the payments were, if they performed everything they were supposed to, it was going to be \$4,320,240 payable in equal installments from year six through year 25. So, divide that by 20, and we give them that amount every year. But there were certain requirements they had to meet. First, they had to make investments that ended up with a taxable value of \$75 million. They have actually exceeded that. We're looking at the letter that came from the Center for Economic Development Law. In 2022, it was \$77 million almost, and then it was \$97 million in 2023, and then \$89 million in 2024. The reason it fluctuates is because a lot of that is personal property, and it depreciates over time, but they certainly reached that mark — there's no doubt they reached that

mark.

Rogalski said the other requirement was to get 20 new employees. Their baseline was 148 in 2019, and by 2025, they have 185, which is 37 new ones. So they definitely met that one. Then the other requirement was an increase in net annual payroll of \$2,160,120. If you look at page 203 of your packet, you'll see the payroll documentation for years 2019 through 2025. And you'll notice, in 2020, there was not much increase, right? There was very little increase. Now, the reason for that, basically, if you recall, there was a little something going on in 2020 called COVID-19, and they were not able to get their construction moving as fast as they wanted to. So what we're showing you here today, and you have the purview to accept this, is their numbers from 2021 to 2025. So, you can see in 2021, they were at a million dollars in new payroll, and in 2022 it was \$1.3 million, and in 2023 it was \$1.8 million. Then, in 2024, it jumps up to \$3.2 million, and the current year — now it's only a project for this last month, we have real data through November they projected last month — was \$3.4 million. And the average on that is over the \$2.1 million mark. So, they do meet the threshold if you give them the unavoidable delay for 2020, and that is in your agreement — you're in contract as well. So our recommendation is that they have met their requirements, and that's what the resolution basically says. So, we have a resolution that we're asking you to approve that says, "yes, we met the requirements, and we're giving you 2020 as an unavoidable delay." We would begin those payments really immediately because we're just in year six now.

Gill said I think they've done a really good job and really provided a lot for the community. We're glad to have them.

Chairman Madigan said I believe this is just a wonderful example of retaining and growing an existing industry. A lot of times we get caught up with trying to attract new business, which is important, but LEDC and a lot of other entities have done a great job working with Republic Paper, and we sure appreciate them being in our community.

Motion by Gill, **Second** by Walker, to approve the resolution. **AYE:** Gill, Warren, Madigan, Hensley Brace, Nance, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

8. Consider approving an amendment to the STEM Funding Agreement and budget between the Lawton Economic Development Authority and the Friends of the Library.

Rogalski provided background information on this item. A copy of the proposed amended STEM Funding Agreement and budget between LEDA and the Friends of the Library may be obtained from the City Clerk's Office upon request.

Rogalski said you all just approved them about a month or two ago, and it's a great program. They're doing basically Lego League through the library. And why that's important is that Lawton Public Schools is doing Lego League, but there are some kids that don't get on the team. So, they can come to the library. It's also important for homeschoolers, and kids that go to Cache or some of these other schools. So it's

providing this sort of catch-all for people in the community, so it's a great program.

Rogalski said you can see that in their funding agreement, they made a few modifications that really don't amount to anything, but they're fine - they're not wrong, it's just they don't really do anything. The big thing that's changing is they were originally approved for \$12,000, and their submitted budget now is \$4,743.37. So they were able to not spend close to \$7,000. So really what's salient about this amendment — a little bit of language, and then their amended budget. This was presented to the STEM board yesterday, and they did recommend approval.

Gill asked is it still at \$12,000?

Rogalski said no — it's at \$4,743.37 — it's exactly what the budget says.

Motion by Gill, **Second** by Warren, to approve the revised Friends of the Library Funding Agreement and Budget. **AYE:** Gill, Warren, Madigan, Hensley Brace, Nance, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

Reports

1. Receive a report from the LEDA Executive Director.

- State Matching Funds

Rogalski discussed the status of state matching funds. Rogalski said there was a City Council policy early last year that described how the use tax was going to be, or a portion of the use tax was going to be put towards the CIP. So we had to work with legal to determine does that apply to us or not? Well, City Council on the 9th, they approved a resolution saying it does not. So they're saying the way you did it before is the way you're going to continue doing it for LEDA on this that has to do with TIF 2. So really, there's no change to the state matching funds, but until they approved that, finance couldn't send me the information, so I just got it from them. So we'll be sending it off here this month. In fact, the Mayor may be signing it as we speak. So that's moving forward.

Rogalski said the STEM board also modified the SOP for STEM funding agreements, and I'll give you that at the next board meeting to look at. But what it does is it formalizes the submittal time and all that. Most of that doesn't matter to LEDA, because you only get involved when they get done with the agreement. But, there's a more formalized application process, so they won't be coming in willy-nilly.

Executive Session

Motion by Warren, **Second** by Nance, to convene in executive session. **AYE:** Gill,

Warren, Madigan, Hensley Brace, Nance, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

The Authority convened in executive session at 2:37 PM and remained in executive session until 3:01 PM.

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

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

Chairman Madigan said there's no business that was taken in executive session, and I don't believe we have any coming out either.

No action was taken on this item.

Adjournment

Motion by Gill, **Second** by Hensley, to adjourn the December 18, 2025, meeting. **AYE:** Gill, Warren, Madigan, Hensley Brace, Nance, Neal, Page, Walker. **NAY:** None. **MOTION PASSED.**

The meeting adjourned at 3:01 PM.

Item Title:

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

Initiator: Matthew Modeste - Hatch, Croke & Associates

Information Source: Matthew Modeste - Hatch, Croke & Associates

Background:

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

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Financial Statements for the month of November 2025

Key Issues:

N/A

Funding Source:

LEDA

Recommended Action:

Approve the November 2025 Financial Report as presented.

ATTACHMENTS:

1. LEDA Financials November 2025

Financial Statements

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

See Accountant's Compilation Report



Hatch, Croke & Associates, P.C.

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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 November 30, 2025, and November 30, 2024, and the related statement of revenue and expenses for the 1 month and 5 months ended November 30, 2025, and November 30, 2024, and the related statement of cash flows for the 1 month and 5 months ended November 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 5 months ended November 30, 2025 and November 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
January 13, 2026

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Net Position
November 30, 2025 and 2024

ASSETS

	As of Nov. 30, 2025	As of Nov. 30, 2024	Change	Pct
Current Assets				
Cash-IBC Downtown TIF #5500	\$ 597,555.07	\$ 184,118.26	\$ 413,436.81	225
Cash-IBC TIF 2 #0944	1,374,475.18	63,275.41	1,311,199.77	999
Cash-CNB STEDI TIF #7680	1,919,445.65	2,479,233.89	(559,788.24)	(23)
Cash-Arvest TIF 2 Escrow #6585	0.00	72,040.09	(72,040.09)	(100)
Cash-BOK TIF2 #58-1 Restricted	136,680.57	132,267.85	4,412.72	3
Cash - CNB STEM #769	466,000.62	0.00	466,000.62	0
Cash-BOK 2019 Interest #58.2	154.47	0.00	154.47	0
Cash - CNB IntraFi	2,213,527.34	0.00	2,213,527.34	0
Interest Receivable - BOK	397.76	407.55	(9.79)	(2)
Sales & Use Tax Receivable	0.00	62,533.37	(62,533.37)	(100)
Property Tax Receivable TIF 1	6,501.00	2,479.00	4,022.00	162
Property Tax Receivable TIF 2	168,992.71	220,048.83	(51,056.12)	(23)
Property Tax Receivable TIF 3	0.00	103,816.89	(103,816.89)	(100)
A/R-State Matching Curr Yr	0.00	279,608.34	(279,608.34)	(100)
A/R-State Matching Pr Yrs	<u>586,905.02</u>	<u>1,617,531.23</u>	<u>(1,030,626.21)</u>	<u>(64)</u>
Total Current Assets	\$ 7,470,635.39	\$ 5,217,360.71	\$ 2,253,274.68	43
Fixed Assets				
Land - Town Center Lot 3 & 8	1,391,760.65	1,376,188.00	15,572.65	1
Land - SW Bishop Rd 40 Acres	<u>405,500.00</u>	<u>405,500.00</u>	<u>0.00</u>	<u>0</u>
Total Fixed Assets	1,797,260.65	1,781,688.00	15,572.65	1
Other Assets				
N/R - Westwin Elements	<u>2,700,000.00</u>	<u>2,700,000.00</u>	<u>0.00</u>	<u>0</u>
Total Other Assets	<u>2,700,000.00</u>	<u>2,700,000.00</u>	<u>0.00</u>	<u>0</u>
Total Assets	\$ <u>11,967,896.04</u>	\$ <u>9,699,048.71</u>	\$ <u>2,268,847.33</u>	<u>23</u>

See Accountant's Compilation Report

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Statement of Net Position
November 30, 2025 and 2024

LIABILITIES AND NET POSITION

	As of Nov. 30, 2025	As of Nov. 30, 2024	Change	Pct
Current Liabilities				
Accounts Payable	\$ 58,722.00	\$ 22,854.35	\$ 35,867.65	157
Accrued Interest Payable	128,100.41	150,114.24	(22,013.83)	(15)
Total Current Liabilities	\$ 186,822.41	\$ 172,968.59	\$ 13,853.82	8
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 LEDC-TIF5 Incentive	243,535.00	0.00	243,535.00	0
Payable to LEDC-TIF4 Incentive	160,000.00	160,000.00	0.00	0
Payable to COL-TIF4 Incentives	325,543.33	325,546.33	(3.00)	(0)
Payable to COL - downtown plan	414,322.00	414,322.00	0.00	0
Payable to COL - STEDI Expense	0.00	(3.00)	3.00	(100)
Payable to COL-Westwin Project	1,000,000.00	1,000,000.00	0.00	0
Payable to COL - Prof Fees	0.00	6,420.00	(6,420.00)	(100)
Payable to COL-Fisher59(TIF 5)	1,770,310.30	0.00	1,770,310.30	0
TIF2 Bricktown Brewery Escrow	0.00	72,040.09	(72,040.09)	(100)
Total Long Term Liabilitie	26,658,710.63	26,994,717.67	(336,007.04)	(1)
Net Position				
Invested in Capital Assets	1,797,260.65	1,781,688.00	15,572.65	1
Net Position-Rest(BOK Cash)	136,835.04	132,267.85	4,567.19	3
Net Position-Restr(TIF 4 STEM)	0.00	16,450.06	(16,450.06)	(100)
Net Position-Restr(TIF 3 STEM)	404,373.14	290,942.43	113,430.71	39
Net Position - Unrestricted	(17,836,607.38)	(20,555,660.87)	2,719,053.49	(13)
Change in Net Position	620,501.55	865,674.98	(245,173.43)	(28)
Total Net Position	(14,877,637.00)	(17,468,637.55)	2,591,000.55	(15)
Total Liabilities & Net	\$ 11,967,896.04	\$ 9,699,048.71	\$ 2,268,847.33	23

See Accountant's Compilation Report

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

	1 Month Ended Nov. 30, 2025	Pct	1 Month Ended Nov. 30, 2024	Pct	5 Months Ended Nov. 30, 2025	Pct	5 Months Ended Nov. 30, 2024	Pct
Revenue								
Hotel/Motel Tax	\$ 28,943.00	14.16	\$ 38,676.00	7.43	\$ 120,397.00	10.50	\$ 129,063.00	10.13
State of OK Matching Funds	0.00	0.00	89,726.58	17.23	0.00	0.00	279,608.34	21.94
Property Tax Income	175,493.71	85.84	329,889.72	63.36	1,026,399.42	89.50	676,438.74	53.08
Sales and Use Tax	<u>0.00</u>	<u>0.00</u>	<u>62,336.58</u>	<u>11.97</u>	<u>0.00</u>	<u>0.00</u>	<u>189,221.34</u>	<u>14.85</u>
Total Revenue	204,436.71	100.00	520,628.88	100.00	1,146,796.42	100.00	1,274,331.42	100.00
Operating Expenses								
Advertising & Marketing	0.00	0.00	0.00	0.00	0.00	0.00	642.32	0.05
Bank Charges	0.00	0.00	0.00	0.00	35.00	0.00	35.00	0.00
Development Assistance	0.00	0.00	0.00	0.00	68,703.55	5.99	0.00	0.00
Interest Expense	42,700.13	20.89	50,038.08	9.61	220,931.23	19.27	250,190.42	19.63
License Fee - Lawton Lodging	19,295.33	9.44	25,784.00	4.95	102,630.66	8.95	66,522.67	5.22
Licenses & Fees	(250.00)	(0.12)	0.00	0.00	0.00	0.00	0.00	0.00
Mowing/Debris Removal	0.00	0.00	1,280.00	0.25	3,040.00	0.27	1,280.00	0.10
Office Expense	0.00	0.00	0.00	0.00	0.00	0.00	140.61	0.01
Professional Fees - Accountin	0.00	0.00	1,675.00	0.32	5,425.00	0.47	6,715.00	0.53
Professional Fees - Legal	700.00	0.34	38,350.35	7.37	65,078.45	5.67	71,056.85	5.58
Professional Fees - Other	6,649.00	3.25	6,420.00	1.23	33,245.00	2.90	32,100.00	2.52
STEM Community Events	11,536.15	5.64	0.00	0.00	26,351.78	2.30	0.00	0.00
TIF-Cache Public Schools	0.00	0.00	0.00	0.00	23,455.21	2.05	12,169.87	0.96
TIF-Comanche Cty Commissio	0.00	0.00	0.00	0.00	16,309.35	1.42	12,088.85	0.95
TIF-Comanche County Hlth De	0.00	0.00	0.00	0.00	4,081.32	0.36	3,025.17	0.24
TIF-Great Plains Tech Center	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>24,312.57</u>	<u>2.12</u>	<u>18,021.03</u>	<u>1.41</u>
Total Operating Expens	<u>80,630.61</u>	<u>39.44</u>	<u>123,547.43</u>	<u>23.73</u>	<u>593,599.12</u>	<u>51.76</u>	<u>473,987.79</u>	<u>37.20</u>
Operating Income	123,806.10	60.56	397,081.45	76.27	553,197.30	48.24	800,343.63	62.80
Interest Income	<u>12,120.25</u>	<u>5.93</u>	<u>8,689.68</u>	<u>1.67</u>	<u>67,304.25</u>	<u>5.87</u>	<u>65,331.35</u>	<u>5.13</u>
Total Other Income	<u>12,120.25</u>	<u>5.93</u>	<u>8,689.68</u>	<u>1.67</u>	<u>67,304.25</u>	<u>5.87</u>	<u>65,331.35</u>	<u>5.13</u>
Change in Net Positi	\$ <u>135,926.35</u>	<u>66.49</u>	\$ <u>405,771.13</u>	<u>77.94</u>	\$ <u>620,501.55</u>	<u>54.11</u>	\$ <u>865,674.98</u>	<u>67.93</u>

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

	<u>1 Month Ended</u> <u>Nov. 30, 2025</u>	<u>5 Months Ended</u> <u>Nov. 30, 2025</u>
Cash Flow from Operating Activities		
Net Income (Loss)	\$ 135,926.35	\$ 620,501.55
Adjustments to Reconcile Cash Flow		
Decrease (Increase) in Current Assets		
Interest Receivable - BOK	30.84	830.05
A/R COL - Hotel/Motel Tax	0.00	33,549.00
Sales & Use Tax Receivable	0.00	199,573.01
Property Tax Receivable TIF 1	987.00	16,790.83
Property Tax Receivable TIF 2	(168,992.71)	(168,992.71)
A/R-State Matching Curr Yr	0.00	1,215,898.01
A/R-State Matching Pr Yrs	0.00	(29,692.61)
Increase (Decrease) in Current Liabilities		
Accounts Payable	31,531.48	39,348.24
Accrued Interest Payable	42,700.13	(57,561.27)
TIF 3 Distributions Payable	<u>0.00</u>	<u>(32,598.02)</u>
Total Adjustments	<u>(93,743.26)</u>	<u>1,217,144.53</u>
Cash Provided (Used) by Operations	42,183.09	1,837,646.08
Cash Flow From Investing Activities		
Sales (Purchases) of Assets		
Cash Flow From Financing Activities		
Cash (Used) or provided by:		
N/P - Truist Financial	<u>0.00</u>	<u>(1,805,000.00)</u>
Cash Provided (Used) by Financing	<u>0.00</u>	<u>(1,805,000.00)</u>
Net Increase (Decrease) in Cash	42,183.09	32,646.08
Cash at Beginning of Period	<u>6,665,655.81</u>	<u>6,675,192.82</u>
Cash at End of Period	\$ <u><u>6,707,838.90</u></u>	\$ <u><u>6,707,838.90</u></u>

See Accountant's Compilation Report

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

	<u>1 Month Ended</u> <u>Nov. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Nov. 30, 2024</u>	<u>Pct</u>	<u>5 Months Ended</u> <u>Nov. 30, 2025</u>	<u>Pct</u>	<u>5 Months Ended</u> <u>Nov. 30, 2024</u>	<u>Pct</u>
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	0.00	0.00	35.00	0.00	0.00	0.00
Interest Expense	42,700.13	0.00	50,038.08	0.00	220,931.23	0.00	250,190.42	0.00
Licenses & Fees	(250.00)	0.00	0.00	0.00	0.00	0.00	0.00	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	0.00	0.00	1,675.00	0.00	5,425.00	0.00	6,715.00	0.00
Professional Fees - Legal	700.00	0.00	38,350.35	0.00	65,078.45	0.00	71,056.85	0.00
Professional Fees - Other	6,649.00	0.00	6,420.00	0.00	33,245.00	0.00	32,100.00	0.00
STEM Community Events	<u>11,536.15</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>26,351.78</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Operating Expenses	<u>61,335.28</u>	<u>0.00</u>	<u>96,483.43</u>	<u>0.00</u>	<u>354,106.46</u>	<u>0.00</u>	<u>360,845.20</u>	<u>0.00</u>
Operating Income	(61,335.28)	0.00	(96,483.43)	0.00	(354,106.46)	0.00	(360,845.20)	0.00
Interest Income	<u>12,120.25</u>	<u>0.00</u>	<u>8,689.68</u>	<u>0.00</u>	<u>67,304.25</u>	<u>0.00</u>	<u>65,331.35</u>	<u>0.00</u>
Total Other Income	<u>12,120.25</u>	<u>0.00</u>	<u>8,689.68</u>	<u>0.00</u>	<u>67,304.25</u>	<u>0.00</u>	<u>65,331.35</u>	<u>0.00</u>
Change in Net Positi	<u>\$ (49,215.03)</u>	<u>0.00</u>	<u>\$ (87,793.75)</u>	<u>0.00</u>	<u>\$ (286,802.21)</u>	<u>0.00</u>	<u>\$ (295,513.85)</u>	<u>0.00</u>

See Accountant's Compilation Report

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

	<u>1 Month Ended</u> <u>Nov. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Nov. 30, 2024</u>	<u>Pct</u>	<u>5 Months Ended</u> <u>Nov. 30, 2025</u>	<u>Pct</u>	<u>5 Months Ended</u> <u>Nov. 30, 2024</u>	<u>Pct</u>
Revenue								
Property Tax Income	\$ <u>6,501.00</u>	<u>100.00</u>	\$ <u>6,024.00</u>	<u>100.00</u>	\$ <u>95,335.50</u>	<u>100.00</u>	\$ <u>76,755.50</u>	<u>100.00</u>
Total Revenue	6,501.00	100.00	6,024.00	100.00	95,335.50	100.00	76,755.50	100.00
Operating Expenses								
Bank Charges	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.05</u>
Total Operating Expens	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.05</u>
Operating Income	<u>6,501.00</u>	<u>100.00</u>	<u>6,024.00</u>	<u>100.00</u>	<u>95,335.50</u>	<u>100.00</u>	<u>76,720.50</u>	<u>99.95</u>
Change in Net Positi	<u>\$ 6,501.00</u>	<u>100.00</u>	<u>\$ 6,024.00</u>	<u>100.00</u>	<u>\$ 95,335.50</u>	<u>100.00</u>	<u>\$ 76,720.50</u>	<u>99.95</u>

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

	<u>1 Month Ended</u> <u>Nov. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Nov. 30, 2024</u>	<u>Pct</u>	<u>5 Months Ended</u> <u>Nov. 30, 2025</u>	<u>Pct</u>	<u>5 Months Ended</u> <u>Nov. 30, 2024</u>	<u>Pct</u>
Revenue								
Hotel/Motel Tax	\$ 28,943.00	14.62	\$ 38,676.00	9.42	\$ 120,397.00	41.02	\$ 129,063.00	15.77
State of OK Matching Funds	0.00	0.00	89,726.58	21.84	0.00	0.00	279,608.34	34.16
Property Tax Income	168,992.71	85.38	220,048.83	53.57	173,085.71	58.98	220,728.83	26.96
Sales and Use Tax	<u>0.00</u>	<u>0.00</u>	<u>62,336.58</u>	<u>15.17</u>	<u>0.00</u>	<u>0.00</u>	<u>189,221.34</u>	<u>23.11</u>
Total Revenue	197,935.71	100.00	410,787.99	100.00	293,482.71	100.00	818,621.51	100.00
Operating Expenses								
License Fee - Lawton Lodging	19,295.33	9.75	25,784.00	6.28	102,630.66	34.97	66,522.67	8.13
Mowing/Debris Removal	<u>0.00</u>	<u>0.00</u>	<u>1,280.00</u>	<u>0.31</u>	<u>0.00</u>	<u>0.00</u>	<u>1,280.00</u>	<u>0.16</u>
Total Operating Expens	<u>19,295.33</u>	<u>9.75</u>	<u>27,064.00</u>	<u>6.59</u>	<u>102,630.66</u>	<u>34.97</u>	<u>67,802.67</u>	<u>8.28</u>
Operating Income	<u>178,640.38</u>	<u>90.25</u>	<u>383,723.99</u>	<u>93.41</u>	<u>190,852.05</u>	<u>65.03</u>	<u>750,818.84</u>	<u>91.72</u>
Change in Net Positi	<u>\$ 178,640.38</u>	<u>90.25</u>	<u>\$ 383,723.99</u>	<u>93.41</u>	<u>\$ 190,852.05</u>	<u>65.03</u>	<u>\$ 750,818.84</u>	<u>91.72</u>

See Accountant's Compilation Report

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

	<u>1 Month Ended</u> <u>Nov. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Nov. 30, 2024</u>	<u>Pct</u>	<u>5 Months Ended</u> <u>Nov. 30, 2025</u>	<u>Pct</u>	<u>5 Months Ended</u> <u>Nov. 30, 2024</u>	<u>Pct</u>
Revenue								
Property Tax Income	\$ <u>0.00</u>	<u>0.00</u>	\$ <u>103,816.89</u>	<u>100.00</u>	\$ <u>757,978.21</u>	<u>100.00</u>	\$ <u>378,954.41</u>	<u>100.00</u>
Total Revenue	<u>0.00</u>	<u>0.00</u>	<u>103,816.89</u>	<u>100.00</u>	<u>757,978.21</u>	<u>100.00</u>	<u>378,954.41</u>	<u>100.00</u>
Operating Expenses								
TIF-Cache Public Schools	0.00	0.00	0.00	0.00	23,455.21	3.09	12,169.87	3.21
TIF-Comanche Cty Commissio	0.00	0.00	0.00	0.00	16,309.35	2.15	12,088.85	3.19
TIF-Comanche County Hlth De	0.00	0.00	0.00	0.00	4,081.32	0.54	3,025.17	0.80
TIF-Great Plains Tech Center	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>24,312.57</u>	<u>3.21</u>	<u>18,021.03</u>	<u>4.76</u>
Total Operating Expens	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>68,158.45</u>	<u>8.99</u>	<u>45,304.92</u>	<u>11.96</u>
Operating Income	<u>0.00</u>	<u>0.00</u>	<u>103,816.89</u>	<u>100.00</u>	<u>689,819.76</u>	<u>91.01</u>	<u>333,649.49</u>	<u>88.04</u>
Change in Net Positi	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 103,816.89</u>	<u>100.00</u>	<u>\$ 689,819.76</u>	<u>91.01</u>	<u>\$ 333,649.49</u>	<u>88.04</u>

See Accountant's Compilation Report

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

	<u>1 Month Ended</u> <u>Nov. 30, 2025</u>	<u>Pct</u>	<u>1 Month Ended</u> <u>Nov. 30, 2024</u>	<u>Pct</u>	<u>5 Months Ended</u> <u>Nov. 30, 2025</u>	<u>Pct</u>	<u>5 Months Ended</u> <u>Nov. 30, 2024</u>	<u>Pct</u>
Revenue								
Operating Expenses								
Development Assistance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>68,703.55</u>	<u>0.00</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>68,703.55</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Operating Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(68,703.55)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Change in Net Positi	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ (68,703.55)</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

See Accountant's Compilation Report

Item Title:

Discuss, make recommendations, and consider approving a Term Sheet for an agreement with CCIDA regarding acquisition of the 320-acre property that is planned as the future site of the Firehawk Aerospace development.

Initiator: Richard Rogalski - LEDA Executive Director

Information Source: Richard Rogalski - LEDA Executive Director

Background:

On December 18, 2026, LEDA approved a Term Sheet for an agreement with CCIDA regarding acquisition of the 320-acre property that is planned as the future site of the Firehawk Aerospace development. The terms included, among other things, payment of \$1.92 million for the property over a period of time from TIF revenue received from the project. On January 6, 2026, CCIDA rejected those terms and made a motion to request that LEDA/the City of Lawton pay the entire amount for the property at closing.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Proposed Term Sheet with CCIDA

Key Issues:

N/A

Funding Source:

STEDI TIF Revenue

Recommended Action:

Discuss the Term Sheet, make recommendations as needed, and consider approving the Term Sheet with CCIDA for the acquisition of the 320-acre property planned as the future Firehawk Aerospace development site.

ATTACHMENTS:

- 1. Firehawk CCIDA Term Sheet 1.14.26

Project Firehawk Aerospace
**Revised Basic Terms of Purchase Agreement between Comanche County
Industrial Development Authority (CCIDA), and the Lawton Economic
Development Authority (LEDA)**

Purpose and Structure

This Term Sheet outlines the basic terms for (a) the conveyance of approximately 320 acres of real property by the Comanche County Industrial Development Authority (“CCIDA”) to the Lawton Economic Development Authority (“LEDA”), and (b) LEDA’s agreement to remit to CCIDA the purchase price for the property, in the amount and on terms set forth below, to assist with the development of the property by Firehawk Aerospace, Inc., a Delaware corporation (“Firehawk”).

Project Description:

1. LEDA has been awarded a grant in the amount of \$22 million from the Oklahoma Development Finance Authority (ODFA) to develop a facility for Firehawk for energetics manufacturing, assembly, and compliance verification; to include an office, laboratory, machine shop, system control and monitoring, shipping and receiving of energetic and non-energetic materials, storage of raw, process, and energetic materials, quality control/batch testing, processing of energetic materials and additive manufacturing, and assembly of the propellant into a final product.
2. The construction cost of the complete facility, including process equipment, is estimated to approach \$100 million.
3. LEDA has retained Ryan Herring Construction Inc. as a Construction Manager at Risk to assist LEDA with construction of the project.
4. LEDA is pursuing a Lease/Purchase and Agreement with Firehawk (“Firehawk Agreement”) which will include, among other things, Firehawk’s obligations to make lease payments, and to retain design professionals to provide the plans and specifications for the construction of the facility, the cost of which will be credited as lease prepayments. The agreement will also provide for the purchase of the subject property, which may be in the form of a forgivable loan.
5. Firehawk will employ a minimum of 100 employees at the facility with an average annual salary of \$93,500.

Project Site (“Property”):

A 320-acre parcel of land located west of NW 97th Street/NW Goodyear Blvd, east of NW 112th St and north of what would be W Gore Blvd, more particularly described as the South Half (S/2)

of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof.

Property Transfer:

CCIDA shall convey fee simple title to the Property to LEDA by Special Warranty Deed, subject to existing easements of record.

Consideration:

In consideration of CCIDA's conveyance of the Property, LEDA shall remit to CCIDA the purchase price of one million, six hundred thousand dollars (\$1,600,000.00), with five hundred thousand dollars (\$500,000) to be paid at closing, and the remaining amount to be paid in four annual installments of two hundred seventy-five thousand dollars (\$275,000), commencing twenty-four (24) months after closing. No interest or other fees will be applied.

CCIDA Obligations:

CCIDA will deliver to LEDA a Commitment for Title Insurance (the "Existing Title Commitment") for an owner's policy of title insurance (the "Title Policy"), showing good and marketable title vested in CCIDA. The Existing Title Commitment shall show all matters affecting title to the Property, including all exceptions, easements, restrictions, rights-of-way, covenants, reservations, encumbrances and other conditions affecting the Property, together with legible copies of all recorded documents constituting exceptions under the Title Commitment (the "Exception Documents"). LEDA may obtain an ALTA/NSPS Land Title Survey ("Survey") prepared by a professional land surveyor of the Property. LEDA may give CCIDA written notice of any matters contained in the Title Commitment or the Survey to which there is an objection ("Title Objection"). Nothing herein shall preclude LEDA from objecting to matters materially affecting their ability to use or finance the Property. Any matters affecting marketability of the title to the Property which first arise after the effective time of the Existing Title Commitment shall be deemed a Title Objection, unless such is waived in writing. Any delinquent real property taxes, mortgages, deeds of trust, judgments and mechanics liens arising out of the acts or omissions of CCIDA (collectively, the "Monetary Liens") shall be automatically deemed Title Objections by LEDA without any further action or notice thereof to CCIDA. CCIDA shall cause all Monetary Liens and Title Objections to be satisfied and removed from the Title Commitment on or before the date the Property is transferred to LEDA. LEDA shall pay the costs associated with the Survey, the title commitment, and the Title Policy. CCIDA shall pay the title examination fees, abstracting charges, and costs to bring the abstract current or up to date, as required for issuance of the Title Policy. CCIDA and LEDA shall each pay one-half of the closing costs charged by the title company to close the transaction. Each party shall pay their own attorney's fees.

LEDA Obligations:

LEDA, through its Construction Manager at Risk, will manage the bidding and construction of the Facility, will collect annual lease payments, and manage TIF revenue generated by the project to include reimbursement of the City of Lawton for cost of the offsite public utilities, roadways, and other improvements as directed by the City Council. LEDA will make payments to CCIDA as indicated herein, with no interest or penalties applied thereto. Any lease revenue received by LEDA will be used as directed by LEDA board and the City Council.

This term sheet is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations with respect to the matters referred to herein, unless and until definitive agreements have been fully executed and delivered by the parties. Prior to delivery of definitive executed agreements, and without any liability to the other party, either party may propose different terms from those summarized herein. The final definitive agreements between the parties shall be subject to the approval of the City Council of the City of Lawton.

COMANCHE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY, a public trust

By: _____
Name: Paul Ellwanger
Title: Chairman

LAWTON ECONOMIC DEVELOPMENT
AUTHORITY, a public trust

By: _____
Name: David Madigan
Title: Chairman

Item Title:

Receive a report from the City of Lawton Department of Public Utilities and consider approving Pay Application 008 from Fisher59 Properties in the amount of \$107,036.99 for the cost of public improvements associated with the construction of a new warehouse and distribution center made in accordance with the First Amended Redevelopment Agreement between LEDA and Fisher59 Properties, approved on January 14, 2025.

Initiator: Richard Rogalski - LEDA Executive Director

Information Source: Willie Whisenhunt, Director

Background:

Pay Application 008 was submitted by Fisher59 Properties in the amount of \$107,036.99 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, has been reviewed and approved by Rusty.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Pay Application 008

Key Issues:

N/A

Funding Source:

Recommended Action:

Receive the report from Public Utilities and approve Pay Application 008 from Fisher59 Properties in the amount of \$107,036.99.

ATTACHMENTS:

- 1. Pay Application 008



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

December 29, 2025

Mr. Richard Rogalski, PE
LEDA Executive Director

RE: Fisher 59 Pay Application 008

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 008 to be paid in the amount of \$107,036.99.

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

Sincerely,

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

Rusty Whisenhunt
Director of Public Utilities
City of Lawton

Fisher 59 Pay Request Evaluation

CLAIM NO: 8

18-Dec

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH	RETAINAGE (IF VARIABLE RATE)	INVOICE PROVIDED	INVOICE AMOUNT	INVOICE PAID	LIEN RELEASE PROVIDED
			FROM PREVIOUS APPLICATION	THIS PERIOD		% (G / C)	(D+E+F)						
A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	General Conditions	54,155.00	46,500.18	6,849.78		53,349.96	99%	805.04	5,335.00	Y	\$ 6,849.78	Y	Y
2	Testing & InSppection	58,750.00	0.00			0.00	0%	58,750.00	0.00				
3	Earthwork	279,479.00	190,636.00	45,049.00		235,685.00	84%	43,794.00	23,568.50	Y	\$ 45,049.00	Y	Y
4	Site Utilities- Water/Sewer to building	526,942.00	465,352.90			465,352.90	88%	61,589.10	46,535.29				
5	Landscape & Irrigation	42,263.00	0.00			0.00	0%	42,263.00	0.00				
6	Site Concrete	565,871.00	0.00	54,250.10		54,250.10	10%	511,620.90	5,425.01	Y	\$ 54,250.10	Y	Y
7	General Liability Insurance	9,916.00	9,916.00			9,916.00	100%	0.00	991.60				
8	Building Permit	10,000.00	0.00			0.00	0%	10,000.00	0.00				
9	Builders Risk Insurance	1,586.00	1,586.00			1,586.00	100%	0.00	158.60				
10	Project Contingency	46,469.00	0.00			0.00	0%	46,469.00	0.00				
11	Fee	63,817.00	37,887.22			37,887.22	59%	25,929.78	3,788.72				
	Payment & Performance Bonds	16,525.00	16,525.00			16,525.00	100%	0.00	1,652.50				
	Change Order No 1 - Road Extension Bonds (MAINT)	44,351.00	30,074.66			30,074.66	68%	14,276.34	3,007.47				
	TOTALS	\$1,720,124.00	\$798,477.96	\$106,148.88	\$0.00	\$904,626.84	53%	\$ 815,497.16	90,462.68				
		10% Retainage	79,847.80	10,614.89									

Bob Moore AMOUNT OWED		
REQUEST	10% RETAINAGE	AMOUNT TO BE PAID
1	\$22,688.66	\$2,268.87
2	\$352,142.11	\$35,214.21
3	\$249,822.60	\$24,982.26
4	\$59,905.71	\$5,990.57
5	\$53,644.49	\$5,364.45
6	\$22,692.79	\$2,269.28
7	\$37,581.60	\$3,758.16
8	\$106,148.88	\$10,614.89

Rusty Whisenhunt *12/24/2025*
 Rusty Whisenhunt Date
 Director of Public Utilities
 City of Lawton

Total Amount of Request	
Bob Moore Construction	\$ 95,533.99
PSI Testing	\$ 11,503.00
Total to be paid	\$ 107,036.99

PSI TESTING INVOICES	Invoice #	Amount
	966328	\$ 670.00
	970124	\$ 1,821.00
	983240	\$ 1,709.50
	989102	\$ 613.50
	999937	\$ 457.50
	1003568	\$ 2,213.00
	1005781	\$ 4,018.50
Total		\$ 11,503.00

Memo

To: Lawton Economic Development Authority (LEDA)
From: Brett Walford
cc: Richard Rogalski
Date: 12/18/25
Re: Request No: **08**– Lawton Redevelopment Agreement Reimbursement

In Summary:

Expenses included in this request are:

1. Bob Moore Construction	\$	95,533.99
2. Carlson Consulting Engineering	\$	0.00
3. Eller & Dietric	\$	0.00
4. PSI Testing	\$.	11,503.00
5. Project Management	\$	0.00

Amount of reimbursement requested: \$ 107,036.99

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: 008**

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: \$ 107,036.99**

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 19th day of December, 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 19 day of December, 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 Cuevas
Notary Public

My Commission number: 129718732
My Commission expires: May, 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: **70295-08**
APPLICATION: Fisher 59 Road
PERIOD FROM: **1-Oct-25**
TO: **31-Oct-25**
ARCHITECT'S NO:

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

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

Contract Date: 11-Nov-24

CONTRACT FOR:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner:

<u>ADDITIONS</u>	<u>DEDUCTIONS</u>
44,351.00	

Approved this Month

<u>Number</u>	<u>Date Approved</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>
---------------	----------------------	------------------	-------------------

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.....	\$	904,626.84
(Column G on G703)		
5. RETAINAGE:		
a. 10% of Completed Work		
(Column D + E on G703)	\$	90,462.69
b. 10% of Stored Material		
(Column F on G703)	\$	0
Total Retainage (Line 5a + 5b or		
Total in Column I of G703).....	\$	90,462.69
6. TOTAL EARNED LESS RETAINAGE.....	\$	814,164.15
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	718,630.16
(Line 6 from prior certificate)		
8. CURRENT PAYMENT DUE.....	\$	95,533.99
(Line 6 less Line 7)		
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	905,959.85
(Line 3 less Line 6)		

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

CONTRACTOR: BOB MOORE CONSTRUCTION, INC.

By: *[Signature]* Date: 10/31/2025

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 31st day of October, 2025
Notary Public: *[Signature]* **DEBRA KAY MOORE**
Notary Public, State of Texas
My Comm. Exp. 11/08/2025
Notary ID 574100-3

My Commission expires: 11/08/2025

AMOUNT CERTIFIED..... 95,533.99

(Attached explanation if amount certified differs from amount applied for)

GABRIEL PROJECT MANAGEMENT, LLC

DocuSigned by: *[Signature]* Date: 11/10/2025 | 11:47:38

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.

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: **Fisher 59 Road Expansion**

Job No. **70295**

The signer of this document has been paid and has received a progress payment in the sum of **\$95,533.99** for all labor, services, equipment, or materials furnished to the property or to **Fisher 59 Properties** (person with whom signer contracted) on the property of **Fisher 59 Properties** (owner) located at **1310 SW Gilbert Gibson Rd. – Lawton, OK 73501** (location) to the following extent: **General Contracting Services thru 10/25/2025** (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

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

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

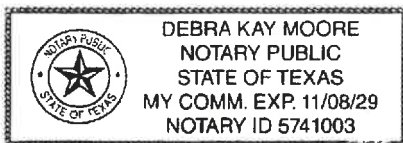
Date 12/8/2025

Bob Moore Construction, Inc.

By  (Signature)

Mark Duvall, Executive Vice President (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on the 8th day of December 2025 to certify which witness by hand and seal of office.




Notary Public, State of Texas

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing contractor's signed Certification is attached. Application: # 70295-08 Pay Period: 10/1/2025 To: 10/31/2025 Delay Days to Date:											
Item No.	Description of Work	Original	Changes from Previous Applications	Scheduled Value Change this Period	Current	Application Previous	Work in Place This Application	Stored Material	Compl'd & Stored to Date	%	Balance to Finish
Project Name: Fisher 59 Road Project # 70295 Retainage 10%											
	General Conditions	54,155.00	0.00	54,155.00	46,500.18	46,500.18	6,849.78	53,349.96	99%	805.04	5,335.00
	Testing & Inspection	58,750.00	0.00	58,750.00	0.00	0.00		0.00	0%	58,750.00	0.00
	Earthwork	279,479.00	0.00	279,479.00	190,636.00	190,636.00	45,049.00	235,685.00	84%	43,794.00	23,568.50
	Site Utilities - Water/Sewer to Building	526,942.00	0.00	526,942.00	465,352.90	465,352.90		465,352.90	88%	61,589.10	46,535.29
	Landscape & Irrigation	42,263.00	0.00	42,263.00	0.00	0.00		0.00	0%	42,263.00	0.00
	Site Concrete	565,871.00	0.00	565,871.00	54,250.10	54,250.10		54,250.10	10%	511,620.90	5,425.01
	General Liability Insurance	9,916.00	0.00	9,916.00	0.00	0.00		9,916.00	100%	0.00	991.60
	Building Permit	10,000.00	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	1,586.00	1,586.00	1,586.00		1,586.00	100%	0.00	158.60
	Project Contingency	46,469.00	0.00	46,469.00	0.00	0.00		0.00	0%	46,469.00	0.00
	Fee	63,817.00	0.00	63,817.00	37,887.22	37,887.22		37,887.22	59%	25,929.78	3,788.72
	Payment & Performance Bonds	16,525.00	0.00	16,525.00	16,525.00	16,525.00		16,525.00	100%	0.00	1,652.50
1	Road Extension Bonds:										
	BMC Bond Fee	6,163.66	6,163.66	6,163.66	6,163.66	6,163.66		6,163.66	100%	0.00	616.37
	Premier Earthworks Bond Fee	15,225.00	15,225.00	15,225.00	9,061.00	9,061.00		9,061.00	60%	6,164.00	906.10
	WW Builders Bond Fee	14,850.00	14,850.00	14,850.00	0.00	0.00		14,850.00	100%	0.00	1,485.00
	Unused Bond Fee	8,112.34	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	798,477.96	106,148.88	904,626.84	54%	815,497.16	90,462.69

Bob Moore Construction
(617) 640-1200

70295 Fisher 59 Road/70295 Values (8)

70295 Fisher 59 Road Extension - Lawton, Oklahoma

Pay Application 70295-08							October
General Conditions							
Cost Code	BMC Description	Gabriel Description	Previously Billed	Billed This Application	Completed to Date	Retainage	Net
1-222	Office Supplies	Safety Equipment - Hardhats, Glasses, Harnesses, Nets, Barricades, etc.	\$ 1,248.53		\$ 1,248.53	\$ 124.85	\$ -
1-200	Job Container	Storage Trailer Rental	\$ 467.62		\$ 467.62	\$ 46.76	\$ -
1-220	Office Trailer	Field Office or Trailer Rental	\$ 4,811.17		\$ 4,811.17	\$ 481.12	\$ -
1-450	Temporary Telephone (Wi-Fi)	Telephone/Fax/Internet Service & Expense	\$ 2,790.01		\$ 2,790.01	\$ 279.00	\$ -
1-720	Jobsite Technology	Technology Fee	\$ 2,250.00		\$ 2,250.00	\$ 225.00	\$ -
16-010	Temporary Power	Temporary Power Service Usage	\$ -		\$ -	\$ -	\$ -
1-400	Temporary Water	Temporary Water	\$ -		\$ -	\$ -	\$ -
	Incl. with 1-222	Field Ice, Cups & Water	\$ -		\$ -	\$ -	\$ -
1-250	Portable Toilets	Temporary Toilets	\$ 4,969.11		\$ 4,969.11	\$ 496.91	\$ -
2-550	Daily Clean UP / Temp Labor	Weekly Cleanup (labor, material, and equipment)	\$ 1,489.60	\$ 6,849.78	\$ 8,339.38	\$ 833.94	\$ 6,164.80
6-600	Final Cleaning	Final Cleanup	\$ -		\$ -	\$ -	\$ -
1-710	Dumpster Pulls	Debris Hauling/Removal	\$ 3,063.50		\$ 3,063.50	\$ 306.35	\$ -
2-031	Equipment Rental	Equipment Rental - Air Compressors, Generators, Jack-Hammers, Welders, etc.	\$ 20,537.28		\$ 20,537.28	\$ 2,053.73	\$ -
1-560	Courier Service (FedEx)	Courier Expense	\$ 135.37		\$ 135.37	\$ 13.54	\$ -
1-590	Safety	Safety Program Implementation & Management	\$ 1,697.17		\$ 1,697.17	\$ 169.72	\$ -
2-020	Layout & Staking	Survey & Layout	\$ 2,465.82		\$ 2,465.82	\$ 246.58	\$ -
1-765	Photos / Aerial Photos	Jobsite Camera	\$ 575.00		\$ 575.00	\$ 57.50	\$ -
	Total General Conditions		\$ 46,500.18	\$ 6,849.78	\$ 53,349.96	\$ 5,335.00	\$ 6,164.80
Subcontractors							
		Testing & Inspection	\$ -	\$ -	\$ -	\$ -	\$ -
		Earthwork - Premier Earthwork/Clear Fork	\$ 190,636.00	\$ 45,049.00	\$ 235,685.00	\$ 23,568.50	\$ 40,544.10
		Site Utilities - Water/Sewer to Building - Premier Earthwork	\$ 465,352.90	\$ -	\$ 465,352.90	\$ 46,535.29	\$ -
		Landscape & Irrigation	\$ -	\$ -	\$ -	\$ -	\$ -
		Site Concrete	\$ -	\$ 54,250.10	\$ 54,250.10	\$ 5,425.01	\$ 48,825.09
		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		\$ 702,588.56	\$ 99,299.10	\$ 801,887.66	\$ 80,188.77	\$ 89,369.19
		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		\$ 760,590.74	\$ 106,148.88	\$ 866,739.62	\$ 86,673.97	\$ 95,533.99
		Fee	\$ 37,887.22	\$ -	\$ 37,887.22	\$ 3,788.72	\$ -
	TOTAL		\$ 798,477.96	\$ 106,148.88	\$ 904,626.84	\$ 90,462.69	\$ 95,533.99



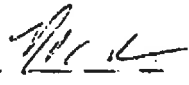
Acct #: 319971583

Check #: 96721

Amount: 95,533.99

Seq#: 7270904446

THIS IS NOT A CHECK. IT HAS A COLORED BACKGROUND AND NO MICR LINE

	<p>FISHER 59 5050 WEST UNIVERSITY DRIVE DENTON, TEXAS 76207 940-566-6717</p>	 <small>JPMorgan Chase Bank, N.A. Canton, Texas 32-61-1110</small>	<p>12/04/2025</p>
<p>PAY TO THE ORDER OF Bob Moore Construction, INC</p>		<p>VOID AFTER 90 DAYS</p>	<p>\$ **95,533.99**</p>
<p>***Ninety Five Thousand Five Hundred Thirty Three Dollars and 99 Cents***</p>			<p>DOLLARS</p>
<p>MEMO</p> <p>Bob Moore Construction, INC 3511 William D. Tate Avenue Grapevine, TX 76051 United States</p>			

⑆096721⑆ ⑆111000614⑆ 319971583⑆

FOR REMOTE OR MOBILE DEPOSIT
 BOB MOORE CONSTRUCTION ONLY
 UMB BANK
 UMB Bank
 101000695
 Bob Moore Construction, Inc.
 9872767357

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 \$17,763.30 for all labor, services, equipment, or materials furnished to the property or to Bob Moore Construction, Inc. (person with whom signer contracted) on the property of Fisher 59 Properties (owner) located at 1310 SW Gilbert Gibson Rd. Lawton, OK 73501 (location) to the following extent: Earthwork thru 10/31/25 (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

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

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

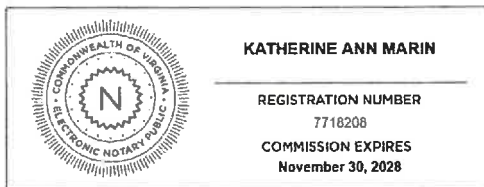
Date 12/12/2025

Clear Fork Construction, Inc. (Company name)

By ROBERT FARLEY (Signature)

Owner (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 12th day of December, 2025 to certify which witness by hand and seal of office.



Katherine Ann Marin
Notary Public, State of ~~Texas~~ Virginia

Notarized remotely online using communication technology via Proof.

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 \$22,780.89 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 10/30/25 (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).

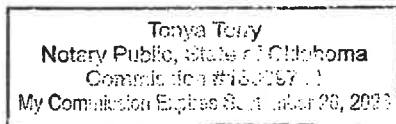
Date 12/12/2025

Premier Earthworks (Company name)


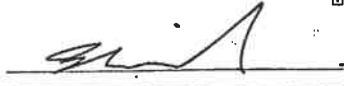
By [Signature] (Signature)

owner (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 12th day of December, 2025 to certify which witness by hand and seal of office.



[Signature]
Notary Public, State of Oklahoma

	BOB MOORE CONSTRUCTION, INC. 3611 WILLIAM D TATE AVENUE GRAPEVINE, TX 76051 (817) 840-1200	UMB BANK, N.A. KANSAS CITY, MISSOURI	12-69 1010	5114
		DATE	CHECK NO.	
		December 10, 2025	5114	\$*****22,780.89
Pay: *****Twenty-two thousand seven hundred eighty dollars and 89 cents				
PAY TO THE ORDER OF	Premier Earthworks			
	PO Box 343 Morris, OK 74445			
⑈005114⑈ ⑆101000695⑆ ⑈9872767357⑈				

103112112< 20251215 DRAWER/TRANS: 01805/0001 DIN: 94785910000000	ENDORSE CHECK HERE x For Deposit 8/27 <input type="checkbox"/> CHECK HERE IF MOBILE DEPOSIT <small>(DO NOT SIGN/INITIALS/STAMP THE LINE FOR FINANCIAL INSTITUTION USE ONLY)</small>
<103112112> 1805 1 12/15/25 U65MMALON	

Check Information

Check Number:0000005114
 Account Number:9872767357
 Amount:\$22780.89
 Post Date:2025-12-16
 R/T:101000695
 DIN:82283493

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 \$48,825.00 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: Paving/Sealants/Landscaping thru 10/31/25 (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

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

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

Date 12/14/2025

WW BUILDERS INC (Company name)



By Mitch Wilson (Signature)

Vice President (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 14th day of December, 2025 to certify which witness by hand and seal of office.

Marisa Saeger
Notary Public, State of Texas



	BOB MOORE CONSTRUCTION, INC. 3611 WILLIAM D TATE AVENUE GRAPEVINE, TX 76061 (817) 840-1200	UMB BANK, N.A. KANSAS CITY MISSOURI	11-52 1010	5115
	DATE	CHECK NO.	AMOUNT	
	December 10, 2025	5115	\$*****48,825.00	
Pay: *****Forty-eight thousand eight hundred twenty-five dollars and no cents				
PAY TO THE ORDER OF	WW Builders, Inc. 2625 US 81 South Duncan, OK 73533			
⑈005115⑈ ⑆101000695⑆ ⑆9872767357⑆				

ENDORSE CHECK HERE:

X...
PAY TO THE ORDER OF
BANK OF COMMERCIAL
DUNCAN, OK 73533
FOR DEPOSIT ONLY
W.W. BUILDERS, INC.
0104927
CHECK HERE IF MOBILE DEPOSIT

(DO NOT SIGN/INITIAL/STAMP)
FOR DEPOSIT ONLY
WW BUILDERS INC
2625 US 81 SOUTH
DUNCAN, OK 73533
0886745734

Check Information

Check Number:0000005115
 Account Number:9872767357
 Amount:\$48825.00
 Post Date:2025-12-19
 R/T:101000695
 DIN:85199285

Return Reason:N/A





OKLAHOMA CITY BRANCH
 OKLAHOMA CITY, OK 73170
 (405) 735-6052

Federal ID 37-0962090

Professional Service Industries, Inc.
 www.psiusa.com

FISHER 59
 5050 W. UNIVERSITY DRIVE
 DENTON TX 76207
 USA

FISHER 59
 5050 W. UNIVERSITY DRIVE
 DENTON TX 76207

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	02/21/25	00966328	0001

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
01/30/25	05462873-2	PROJECT MANAGER (HR) PROJECT SET UP	1.00	110.00	110.00
01/30/25	05462873-2	ENGINEERING TECH, SOIL (HR)	3.00	45.00	135.00
01/30/25	05462873-2	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
01/30/25	05462873-2	PROJECT MANAGER (HR)	0.30	110.00	33.00
01/30/25	05462873-2	TRIP CHARGE (EA)	1.00	77.00	77.00
02/03/25	05462873-3	ENGINEERING TECH, SOIL (HR)	3.00	45.00	135.00
02/03/25	05462873-3	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
02/03/25	05462873-3	TRIP CHARGE (EA)	1.00	77.00	77.00
02/03/25	05462873-3	PROJECT MANAGER (HR)	0.30	110.00	33.00
Invoice Total:					\$670.00
Balance Due:					\$670.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1221245	00966328	05462873	

Professional Service Industries, Inc.
 PO Box 74008418
 Chicago, IL 60674-8418



OKLAHOMA CITY BRANCH
 OKLAHOMA CITY, OK 73170
 (405) 735-6052

Federal ID 37-0962090

Professional Service Industries, Inc.
 www.psiusa.com

FISHER 59
 5050 W. UNIVERSITY DRIVE
 DENTON TX 76207
 USA

FISHER 59
 5050 W. UNIVERSITY DRIVE
 DENTON TX 76207

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	03/25/25	00970124	0001

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
		Trip charges and equipment charges are removed from this project and included on 05462860 project.			
02/24/25	05462873-4	ENGINEERING TECH, SOIL (HR)	6.00	45.00	270.00
02/24/25	05462873-4	PROJECT MANAGER (HR)	0.30	110.00	33.00
02/24/25	05462873-4	TRIP CHARGE (EA)	1.00	77.00	77.00
02/25/25	05462873-5	ENGINEERING TECH, SOIL (HR)	8.00	45.00	360.00
02/25/25	05462873-5	MISCELLANEOUS -1 WATER-SOLUBLE SULFATE IN SOIL	1.00	145.00	145.00
02/25/25	05462873-5	PROJECT MANAGER (HR) LETTER REPORT	2.00	110.00	220.00
02/25/25	05462873-5	PROJECT MANAGER (HR)	0.90	110.00	99.00
02/25/25	05462873-5	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
02/26/25	05462873-6	ENGINEERING TECH, SOIL (HR)	4.00	45.00	180.00
Invoice Total:					*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1221245	00970124	05462873	

Professional Service Industries, Inc.
 PO Box 74008418
 Chicago, IL 60674-8418



OKLAHOMA CITY BRANCH
 OKLAHOMA CITY, OK 73170
 (405) 735-6052

Federal ID 37-0962090

Professional Service Industries, Inc.
 www.psiusa.com

FISHER 59
 5050 W. UNIVERSITY DRIVE
 DENTON TX 76207
 USA

FISHER 59
 5050 W. UNIVERSITY DRIVE
 DENTON TX 76207

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	03/25/25	00970124	0002

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
02/26/25	05462873-6	PROJECT MANAGER (HR)	0.30	110.00	33.00
02/27/25	05462873-7	ENGINEERING TECH, SOIL (HR)	3.00	45.00	135.00
02/26/25	05462873-7	PROJECT MANAGER (HR)	0.30	110.00	33.00
02/27/25	05462873-8	ENGINEERING TECH, SOIL (HR)	3.00	45.00	135.00
02/27/25	05462873-8	PROJECT MANAGER (HR)	0.30	110.00	33.00
02/27/25	05462873-8	PROJECT MANAGER (HR)	0.30	110.00	33.00
Invoice Total:					\$1,821.00
Balance Due:					\$1,821.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1221245	00970124	05462873	

Professional Service Industries, Inc.
 PO Box 74008418
 Chicago, IL 60674-8418



OKLAHOMA CITY BRANCH
 OKLAHOMA CITY, OK 73170
 (405) 735-6052

Federal ID 37-0962090

Professional Service Industries, Inc.
 www.psiousa.com

FISHER 59
 5050 W. UNIVERSITY DRIVE
 DENTON TX 76207
 USA

FISHER 59
 5050 W. UNIVERSITY DRIVE
 DENTON TX 76207

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	06/27/25	00983240	0001

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
06/12/25	05462873-10	ENGINEERING TECH, SOIL (HR)	4.00	45.00	180.00
06/12/25	05462873-10	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
06/12/25	05462873-10	TRIP CHARGE (EA)	1.00	77.00	77.00
06/12/25	05462873-10	PROJECT MANAGER (HR)	0.30	110.00	33.00
06/13/25	05462873-11	ENGINEERING TECH, SOIL (HR) FDT CANCELLED	3.00	45.00	135.00
06/13/25	05462873-11	TRIP CHARGE (EA)	1.00	77.00	77.00
06/16/25	05462873-12	ENGINEERING TECH, SOIL (HR) FDT CANCELLED	3.00	45.00	135.00
06/16/25	05462873-12	TRIP CHARGE (EA)	1.00	77.00	77.00
06/17/25	05462873-13	ENGINEERING TECH, SOIL (HR) FDT CANCELLED DK 6/18/2025	3.00	45.00	135.00
Invoice Total:					*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1221245	00983240	05462873	

Professional Service Industries, Inc.
 PO Box 74008418
 Chicago, IL 60674-8418



OKLAHOMA CITY BRANCH
 OKLAHOMA CITY, OK 73170
 (405) 735-6052

Federal ID 37-0962090

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FISHER 59
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FISHER 59
 5050 W. UNIVERSITY DRIVE
 DENTON TX 76207

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	06/27/25	00983240	0002

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
06/17/25	05462873-13	TRIP CHARGE (EA)	1.00	77.00	77.00
06/19/25	05462873-14	ENGINEERING TECH, SOIL (HR) FDT CANCELLED	3.00	45.00	135.00
06/19/25	05462873-14	TRIP CHARGE (EA)	1.00	77.00	77.00
06/21/25	05462873-16	ENGINEERING TECH, CON (HR) FDT CANCELLED DK 6/24/2025	4.50	45.00	202.50
06/21/25	05462873-16	TRIP CHARGE (EA)	1.00	77.00	77.00
06/24/25	05462873-18	ENGINEERING TECH, SOIL (HR) FDT CANCELLED	4.00	45.00	180.00
06/24/25	05462873-18	TRIP CHARGE (EA)	1.00	77.00	77.00
Invoice Total:					\$1,709.50
Balance Due:					\$1,709.50

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1221245	00983240	05462873	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	07/30/25	00989102	0001

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
06/25/25	05462873-19	ENGINEERING TECH, SOIL (HR) FDT CANCELLED	4.00	45.00	180.00
06/25/25	05462873-19	TRIP CHARGE (EA)	1.00	77.00	77.00
06/26/25	05462873-20	ENGINEERING TECH, SOIL (HR) FDT CANCELLED	3.00	45.00	135.00
06/26/25	05462873-20	TRIP CHARGE (EA)	1.00	77.00	77.00
07/09/25	05462873-21	ENGINEERING TECH, SOIL (HR) FDT CANCELLED	1.50	45.00	67.50
07/09/25	05462873-21	TRIP CHARGE (EA)	1.00	77.00	77.00
Invoice Total:					\$613.50
Balance Due:					\$613.50

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1221245	00989102	05462873	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	10/31/25	00999937	0001

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
09/23/25	05462873-22	ENGINEERING TECH, SOIL (HR)	4.50	45.00	202.50
09/23/25	05462873-22	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
09/23/25	05462873-22	TRIP CHARGE (EA)	1.00	77.00	77.00
09/23/25	05462873-22	PROJECT MANAGER (HR)	0.30	110.00	33.00
09/29/25	05462873-24	PROJECT MANAGER (HR)	1.00	110.00	110.00
Invoice Total:					\$457.50
Balance Due:					\$457.50

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Invoice #	Project Number	Amount Enclosed
1221245	00999937	05462873	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	10/30/25	01003568	0001

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
10/06/25	05462873-23	ENGINEERING TECH, SOIL (HR)	4.00	45.00	180.00
10/06/25	05462873-23	SO, M-D RELATION STD (EA)	1.00	175.00	175.00
10/06/25	05462873-23	TRIP CHARGE (EA)	1.00	77.00	77.00
10/06/25	05462873-23	PROJECT MANAGER (HR)	0.60	110.00	66.00
10/10/25	05462873-25	ENGINEERING TECH, SOIL (HR)	5.00	45.00	225.00
10/10/25	05462873-25	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
10/10/25	05462873-25	PROJECT MANAGER (HR)	0.30	110.00	33.00
10/10/25	05462873-25	TRIP CHARGE (EA)	1.00	77.00	77.00
10/13/25	05462873-26	ENGINEERING TECH, SOIL (HR)	4.00	45.00	180.00
10/13/25	05462873-26	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
10/13/25	05462873-26	PROJECT MANAGER (HR)	0.30	110.00	33.00
Invoice Total:					*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Invoice #	Project Number	Amount Enclosed
1221245	01003568	05462873	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	10/30/25	01003568	0002

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
10/13/25	05462873-26	TRIP CHARGE (EA)	1.00	77.00	77.00
10/14/25	05462873-27	ENGINEERING TECH, SOIL (HR)	4.00	45.00	180.00
10/14/25	05462873-27	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
10/14/25	05462873-27	PROJECT MANAGER (HR)	0.30	110.00	33.00
10/14/25	05462873-27	TRIP CHARGE (EA)	1.00	77.00	77.00
10/15/25	05462873-28	ENGINEERING TECH, SOIL (HR)	6.00	45.00	270.00
10/15/25	05462873-28	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
10/15/25	05462873-28	PROJECT MANAGER (HR)	0.30	110.00	33.00
10/15/25	05462873-28	TRIP CHARGE (EA)	1.00	77.00	77.00
10/29/25	05462873-29	ENGINEERING TECH, SOIL (HR)	3.00	45.00	135.00
10/29/25	05462873-29	PROJECT MANAGER (HR)	0.30	110.00	33.00
Invoice Total:					*Continued*

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1221245	01003568	05462873	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	10/30/25	01003568	0003

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
10/29/25	05462873-29	TRIP CHARGE (EA)	1.00	77.00	77.00
10/29/25	05462873-29	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
Invoice Total:					\$2,213.00
Balance Due:					\$2,213.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Invoice #	Project Number	Amount Enclosed
1221245	01003568	05462873	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	11/24/25	01005781	0001

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
10/30/25	05462873-30	ENGINEERING TECH, SOIL (HR)	6.00	45.00	270.00
10/30/25	05462873-30	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
10/30/25	05462873-30	TRIP CHARGE (EA)	1.00	77.00	77.00
10/30/25	05462873-30	PROJECT MANAGER (HR)	0.30	110.00	33.00
10/31/25	05462873-31	ENGINEERING TECH, SOIL (HR)	4.00	45.00	180.00
10/31/25	05462873-31	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
10/31/25	05462873-31	TRIP CHARGE (EA)	1.00	77.00	77.00
10/31/25	05462873-31	PROJECT MANAGER (HR)	0.30	110.00	33.00
11/03/25	05462873-32	ENGINEERING TECH, SOIL (HR)	6.00	45.00	270.00
11/03/25	05462873-32	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
11/03/25	05462873-32	TRIP CHARGE (EA)	1.00	77.00	77.00
Invoice Total:					*Continued*

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Customer #	Invoice #	Project Number	Amount Enclosed
1221245	01005781	05462873	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	11/24/25	01005781	0002

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
11/03/25	05462873-32	PROJECT MANAGER (HR)	0.30	110.00	33.00
11/04/25	05462873-33	ENGINEERING TECH, SOIL (HR)	5.00	45.00	225.00
11/04/25	05462873-33	NUCLEAR DENSITY EQP (DAY)	1.00	35.00	35.00
11/04/25	05462873-33	TRIP CHARGE (EA)	1.00	77.00	77.00
11/04/25	05462873-33	PROJECT MANAGER (HR)	0.30	110.00	33.00
11/18/25	05462873-34	ENGINEERING TECH, CON (HR)	8.00	45.00	360.00
11/18/25	05462873-34	TRIP CHARGE (EA)	1.00	77.00	77.00
11/18/25	05462873-34	PROJECT MANAGER (HR)	0.30	110.00	33.00
11/18/25	05462873-34	CON, COMPST-4X8" CYL (EA)	15.00	15.00	225.00
11/18/25	05462873-34	PROJECT MANAGER (HR)	0.90	110.00	99.00
11/19/25	05462873-35	ENGINEERING TECH, CON (HR)	8.00	45.00	360.00
				Invoice Total:	*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Invoice #	Project Number	Amount Enclosed
1221245	01005781	05462873	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	11/24/25	01005781	0003

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
11/19/25	05462873-35	ENGINEERING TECH, CON OT (HR)	1.00	67.50	67.50
11/19/25	05462873-35	TRIP CHARGE (EA)	1.00	77.00	77.00
11/19/25	05462873-35	PROJECT MANAGER (HR)	0.30	110.00	33.00
11/19/25	05462873-35	CON, COMPST-4X8" CYL (EA)	15.00	15.00	225.00
11/19/25	05462873-35	PROJECT MANAGER (HR)	0.90	110.00	99.00
11/21/25	05462873-36	ENGINEERING TECH, CON (HR)	7.00	45.00	315.00
11/21/25	05462873-36	TRIP CHARGE (EA)	1.00	77.00	77.00
11/21/25	05462873-36	PROJECT MANAGER (HR)	0.30	110.00	33.00
11/21/25	05462873-36	CON, COMPST-4X8" CYL (EA)	10.00	15.00	150.00
11/21/25	05462873-36	PROJECT MANAGER (HR)	0.60	110.00	66.00
11/24/25	05462873-37	SAMPLE PICKUP (TRIP)	1.00	120.00	120.00
Invoice Total:					*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1221245		05462873	11/24/25	01005781	0004

Project: FISHER 59 ROAD IMPROVEMENT

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
11/24/25	05462873-37	TRIP CHARGE (EA)	1.00	77.00	77.00

Invoice Total:	\$4,018.50
Balance Due:	\$4,018.50

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Invoice #	Project Number	Amount Enclosed
1221245	01005781	05462873	

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Item Title:

Consider directing the Executive Director to open two accounts at Arvest Bank for TIF funds received pursuant to the Lawton Downtown Economic Development Project Plan and then transfer funds and close the two accounts for that purpose at IBC Bank.

Initiator: Richard Rogalski - LEDA Executive Director

Information Source: Richard Rogalski - LEDA Executive Director

Background:

This item considers authorizing the Executive Director to open two accounts at Arvest Bank to receive TIF funds pursuant to the Lawton Downtown Economic Development Project Plan, transfer existing balances from IBC Bank, and close the IBC Bank accounts used for that purpose.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

N/A

Key Issues:

N/A

Funding Source:

Downtown TIF Revenue

Recommended Action:

Direct the Executive Director to open two accounts at Arvest Bank for TIF funds received pursuant to the Lawton Downtown Economic Development Project Plan and then transfer funds and close the two accounts for that purpose at IBC Bank.

ATTACHMENTS:

None

Item Title:

Discuss the TIF revenue projections for 2026, provide direction to the Executive Director, or take other action as deemed necessary.

Initiator: Richard Rogalski - LEDA Executive Director

Information Source: Richard Rogalski - LEDA Executive Director

Background:

Each year the Executive Director projects revenue for the coming year along with a discussion of available funds within the two project plans.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

TIF Revenue Projections for 2026

Key Issues:

N/A

Funding Source:

TIF Revenue

Recommended Action:

Discuss the TIF revenue projections for 2026 and take action as deemed necessary.

ATTACHMENTS:

1. 2026 Downtown Funds
2. 2026 STEDI Funds

2026 TIF 1 and 2 Budget

1/15/2026

Calendar Year

Revenue

TIF 1

Property Tax	\$	430,000.00
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TIF 2

Hotel Motel	\$	350,000.00
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Sales Tax	\$	950,000.00
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Property Tax	\$	550,000.00
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State Match 25 (Jan to Jun 2025)	\$	650,000.00
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State Match 26 (Jul to Dec 2025)	\$	650,000.00
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	\$	3,150,000.00
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Total Expected Revenue	\$	3,580,000.00
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Expenses

Lawton Lodging	\$	233,333.33
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03/01/2025 Truist Note Payment (Interest Only)	\$	256,200.75
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09/01/2025 Truist Note Payment (Interest and Principal)	\$	2,110,000.00
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Administration/Downtown Project	\$	268,500.00
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	\$	2,868,034.08
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Net Revenue over Expenses	\$	711,965.92
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2026 TIF Funds Draft Budget:

1/15/2026

TIF 3 - Republic Paperboard

Total Revenue:	\$ 1,200,000.00	
TIF 3 Specific Obligations:	Republic Assistance:	
Original Amount:	\$ 4,320,240.00	
Amount Remaining:	\$ 4,104,228.00	
Expences:		
Dispersed Funds to Taxing Entities:	\$ 108,000.00	9.00%
Adjusted STEM Funds:	\$ 175,320.00	14.61%
Admin	\$ 90,000.00	7.50%
Republic Assistance Annual Payment:	\$ 216,012.00	18.00%
Unallocated Funds:	\$ 610,668.00	50.89%

TIF 4 - Pepsico

Total Revenue:	\$ 164,000.00	
TIF 4 Specific Obligations:	LEDC	COL
Original Amount:	\$ 160,000.00	\$ 570,339.98
Amount Remaining:	\$ 160,000.00	\$ 325,546.33
Expences:		
Dispersed Funds to Taxing Entities:	\$ 14,760.00	9.00%
Adjusted STEM Funds:	\$ 23,960.40	14.61%
Admin	\$ 12,300.00	7.50%
LEDC Upfront Assistance	\$ 78,379.55	47.79%
City of Lawton Upfront Assistance	\$ 34,600.05	21.10%
TIF 4 Unallocated Funds:	\$ -	0.00%

TIF 5 - Fisher59

Total Revenue:	\$ 34,137.00	
TIF 5 Specific Obligations:	LEDC	COL
Original Amount:	\$ 243,535.00	\$ 1,770,310.30
Amount Remaining:	\$ 243,535.00	\$ 1,770,310.30
Expences:		
Dispersed Funds to Taxing Entities:	\$ 3,072.33	9.00%

Adjusted STEM Funds:	\$	4,987.42	14.61%
Admin	\$	2,560.28	7.50%
LEDC Upfront Assistance	\$	2,843.92	1.73%
City of Lawton Upfront Assistance	\$	20,673.06	12.61%
TIF 5 Unallocated Funds:	\$	-	0.00%

TIF 6 - Westwin Pilot

Total Revenue: \$ 157,519.00

TIF 6 Specific Obligations:	CCIDA	COL
Original Amount:	\$ 1,800,000.00	\$ 900,000.00
Amount Remaining:	\$ 1,800,000.00	\$ 900,000.00

Expences:

Dispersed Funds to Taxing Entities:	\$	14,176.71	9.00%
Adjusted STEM Funds:	\$	23,013.53	14.61%
Admin	\$	11,813.93	7.50%
LEDC Upfront Assistance	\$	72,343.23	44.11%
City of Lawton Upfront Assistance	\$	36,171.61	22.06%
TIF 5 Unallocated Funds:	\$	-	0.00%

Total STEDI Revenue: \$ **1,555,656.00**

2026 STEDI TIF Revenue Apprortionment:	% of Total Revenue	Amount of Apprortionment
Construction of Public Infrastructure and Improvements:	8.77%	\$ 136,496.58
Assistance in Development Financing / Project Support:	20.86%	\$ 324,526.84
Economic Development Enhancement Fund / Financing Reserve:	0.00%	\$ -
Implementation and Administration:	7.50%	\$ 116,674.20
Specific Revenue for Public Entities:	9.00%	\$ 140,009.04
STEM:	14.61%	\$ 227,281.34
Workforce Training and Recruitment:	0.00%	\$ -
Home Buyer Assistance (sales tax):	0.00%	\$ -
Contingencies:	0.00%	\$ -
Total		\$ 944,988.00

Total Unallocated Revenue: \$ **610,668.00**