



# City of Lawton

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

## Lawton Economic Development Authority

### Amended Agenda

---

Thursday, August 21, 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."

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

#### Business Items

1. Consider approving the minutes of the June 26, 2025, and July 31, 2025, meetings.
2. Consider approving the June 2025 Financial Report from Hatch, Croke and Associates.
3. Consider approving a Lawton Community STEM Program Funding Agreement with Friends of the Lawton Public Library in an amount not to exceed \$12,000.00.
4. Receive a report from Rusty Whisenhunt, Director of Public Utilities for the City of Lawton, and consider approving Pay Application 005 from Fisher59 Properties in the amount of \$48,280.04 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 approving a distribution of TIF 4 funds received by LEDA in accordance with the STEDI Project Plan, to the City of Lawton and the Lawton Economic Development in proportion to the funding provided by those entities pursuant to the PepsiCo Redevelopment Agreement.
6. Consider a distribution of TIF 3 funds received by LEDA in accordance with the STEDI Project Plan to Republic Paperboard Company in accordance to the Public Assistance included in Economic Development Agreement approved in December 2019.

## **Reports**

1. Receive a report from the LEDA Executive Director

## **Executive Session**

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

## **Adjournment**

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."



**City of Lawton**  
**Lawton Economic  
Development Authority**

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

**Minutes**

---

Thursday, June 26, 2025

2:00 PM

Lawton City Hall  
3rd Floor Conference Room

---

**Meeting Called to Order and Roll Call**

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

**ROLL CALL:**

**PRESENT:** Fred Fitch, Jason Hensley, Randy Warren, \*Ron Nance, \*\*Brandie Page, George Gill

**ABSENT:** Larry Neal (excused), David Madigan (excused), David Means (excused)

**OTHERS PRESENT:** Richard Rogalski, LEDA Executive Director; Timothy Wilson, Interim City Attorney; Tammy Branstetter, City Clerk's Office; Rusty Whisenhunt, Public Utilities Director; Matthew Modeste, Hatch, Croke & Associates; Kim McConnell, Lawton Constitution; Mike Ray, Southwest Ledger; Kaysa Whitley, Citizen of the Community; David Reeves, Citizen of the Community; Mark Gibson, Citizen of the Community

\*Arrived at 2:02 PM

\*\*Left meeting at 3:14 PM

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

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

**Business Items**

1. Consider approving the minutes of the May 27, 2025, meeting.

A copy of the minutes from the May 27, 2025, meeting may be obtained from the City Clerk's Office upon request.

**Motion** by Gill, **Second** by Hensley, to approve the minutes from the May 27, 2025, meeting as presented. **AYE:** Gill, Warren, Page, Hensley, Fitch. **NAY:** None. **MOTION PASSED.**

2. Receive the April 2025 Financial Report from Hatch Croke & Associates, P.C., and take action as deemed necessary.

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

Modeste said the financials start on page seven of the packet. The current assets—our cash in the bank—are reflected in the first five bank accounts. The total of those accounts was \$6,031,846.33. Total current assets for the month were \$7,314,442.46. There was no change in the fixed assets and no change in the other assets. So, total assets—the last item—amounted to \$11,796,130.46.

Modeste said on the next page, you'll find liabilities and net position. Total current liabilities were \$116,675.53, made up of accounts payable and accrued interest for the trust note. For long-term liabilities, the total was \$28,463,710.63. The only change was a decrease in the amount payable to the Lawton Urban Renewal Authority. A check was written for \$466,392.25, so that payable is no longer listed in the liabilities. That was the only change in long-term liabilities. Assets minus liabilities results in a net position of negative \$16,784,255.70. Moving to the next page, the statement of revenue and expenses: total revenue for the month was \$95,169, which was the April property tax received in May. With regard to operating expenses, the most significant was developmental assistance for TIF 5 in the amount of \$224,840.34. This resulted in a change in net position at the bottom of the financials of negative \$186,186.85. The details of the combined report are broken down by the different districts on pages 11 through 16 of the agenda packet.

Modeste said the next page is the cash flow statement. At the bottom of the cash flow statement, we see a net decrease in cash for the month of \$543,636.03. We ended the period with cash—as mentioned earlier—of \$6,031,846.33. The remaining pages of the financials provide the details of the combined expenses shown on the previous page.

Chairman Fitch asked how we're doing with communication regarding the state matching funds.

Richard Rogalski, LEDA Executive Director, said I've had lots of communication with Carrie Prough of the OTC. I'm told everything is fine—they sent a question to legal and expect to get it done soon. I don't actually check the IBC bank accounts myself, but obviously it hasn't been deposited yet. They don't tell us when they send it - it just shows up at the bank. I'll follow up with her again on that. I also spoke with John Chappie earlier this week—one of the days this week—and checked in with him. He knows of no issue with it. So I don't exactly know why it's taking so long, because there's really no reason for it.

**Motion** by Hensley, **Second** by Warren, to approve the April 2025 Financial Report as presented. **AYE:** Gill, Warren, Page, Nance, Hensley, Fitch. **NAY:** None. **MOTION**

**PASSED.**

3. Consider approving a FY 2025-2026 Retainer Agreement with the Center for Economic Development Law for legal services, professional assistance, and advice concerning economic development objectives and strategies, to include legal support associated with the implementation, modification, and development of Project Plans and tax increment financing programs and other related activities.

A copy of the FY 2025-2026 Retainer Agreement with the Center for Economic Development Law may be obtained from the City Clerk's Office upon request.

Chairman Fitch said the prices have not gone up - in fact, they've come down a bit.

Rogalski said the prices came down 5%.

Chairman Fitch said they cut the prices with the City of Lawton, so they decided to cut the prices with us.

Hensley said I know it's just a retainer, but if we needed to ever terminate the agreement, what are the terms, because they are not listed in this agreement. He asked if there is a master agreement this refers to.

Chairman Fitch said I don't know that there is.

Rogalski said it's an hourly contract, so we would just stop calling them.

Hensley said so there's nothing we're beholden to or anything like that.

Rogalski said no.

**Motion** by Hensley, **Second** by Warren, to approve the FY 2025-2026 Retainer Agreement with the Center for Economic Development Law as presented. **AYE:** Gill, Warren, Page, Nance, Hensley, Fitch. **NAY:** None. **MOTION PASSED.**

4. Consider authorizing the Executive Director to issue a Request for Qualifications for a Construction Manager at Risk (per §61-217) for the Firehawk Aerospace project and ask the Chairman to appoint a three-person committee to review the applications, receive the presentations, as necessary, and recommend a selection for approval by the Authority.

Chairman Fitch said I have already formed that committee, and we have met on another piece of business, but I just thought, well, we'll use the same people. I've got Randy from the Council, so I could have someone from the Council on the committee. Then there's David Madigan, and myself, the Chairman.

Chairman Fitch asked Rogalski to provide background information on this item.

Rogalski said you're all aware that Firehawk announced they were coming to Lawton. The governor announced it, so it must be correct. They presented to the City Council - it's a very exciting project. By 2028, we'll have 100 high-tech jobs, and it's a DoD contractor. So, this opens up a whole new era for the City of Lawton. The state also awarded LEDA \$18 million to construct the facility. The way this would work is: we will own the ground and build the facility, and they will occupy the facility and lease it from us, basically. There will probably be an option to purchase, but that's something we haven't worked out yet.

Rogalski said as mentioned at the Council meeting, we do have a proposed site selected—it's the 320 acres north of Goodyear Boulevard, which is owned by CCIDA. However, there's still a lot that needs to be done. The City Council has started the rezoning process, so we are just at the beginning of that. The public hearings haven't been announced. We're planning to do a neighborhood meeting and are working with the neighbors to try to find something that works—something that lessens the impact on the adjacent neighborhood. I think the nature of what they do, as shown on the screen during the presentation to the City Council, includes a setback from the property line of over 1,000 feet. So, we can provide a 1,000-foot buffer without it really hurting anything, and what other industry can offer a 1,000-foot buffer? That process hasn't been completed yet—we're just kind of getting that going.

Rogalski said to keep us out of the critical path, the design of the facility will be starting fairly soon. The construction manager-at-risk process allows LEDA to have a construction manager that takes part in that process and really protects us and helps us keep the project on budget. When you're dealing with a user and an architect, sometimes they start throwing in some bells and whistles that we don't want to pay for. That's why we hire a construction manager. Rogalski said I strongly urge that you use this process for this building. Absolutely—it's a great process. We've actually used it for the Farmer's Market, we used it with the Lawton Community Health Center and the city has used it before. You wouldn't use it for something like a sewer line, but for vertical construction—for buildings—it's a good process.

Rogalski said the way it works is set out in state statute. It's actually called the Public Construction Management Act for political subdivisions. That's the act we're following under the State Statute. It allows political subdivisions to select one or more construction managers to present an RFQ (Request for Qualifications) to. We send the RFQ to them, they send their qualifications back to us, and we review them. Rogalski said it's a qualifications-based selection - there is no price that's dealt with. Typically, after we select someone, you would negotiate a percentage—not a fixed price, but a percentage of the construction costs—that they would get as part of their construction management fee. All of that comes at a future time. The first thing you do is try to find the best qualified construction manager, because they actually work as your partner. In traditional construction, you hire a contractor with a fixed fee, and the contractor wants

to build as less as possible because he has a fixed fee, and you want him to build as much as possible, so it's not the same relationship. In this case, this construction manager that we hire is our partner to get the building built, and their job is to help us get it done. Rogalski said if you will authorize me to issue the RFQ, we will send it to some construction managers. They do have to be on the state license list.

Gill said I would like to say something because I'm very familiar with that. As most of you know, I've done quite a few public authority buildings. What you may not know—from my findings and quite a few other findings that we've come up with through the Contractors Association, and I'm reviewing some that the city has done (I Chair the Engineering Selection/Architect Engineering Board right now for the city) - we've had more problems with construction management type projects. The building you're sitting in is one of those problems, and the airport is another one of those problems. Also, it runs out of money. So, we have \$18 million here to work with, and the way you're going to propose this contract is that it has to come in within that \$18 million, or the city's going to be out the additional funds with no reimbursement. Is that not correct?

Rogalski said actually, currently, we have an \$18 million grant. We're seeking another \$4 million from the state, bringing the total project cost to \$22 million. However, we don't have the additional funding yet, and we won't award anything until we have that money.

Gill said you know, I'm just one board member. I'd love to work with the board and agree with all things, but I do not agree with construction management type of construction. I think more and more municipalities and other types of government are getting away from that now. It all started for expediency with emergency problem(s). That's how it first got its foot in the door: an emergency. A school would lose a roof, and we had to get it back on in time for school to start. So we didn't have to take bids—we hired a construction manager that met certain qualifications. But it is a known fact, and could be proven very easily, that construction management generally costs more money than just going out for bids. Another misnomer is you do not have to take the low bid if they're not qualified. The architects and engineering firms we've hired in the past—both the city and other city entities—have not always been the best. They could have been challenged, taken off and not received that job. I just did that on one of the major projects—38th Street—because the low bid on that did not meet the qualifications. The architect and engineer that looked at that didn't do their homework, as they didn't in the airport and other type things. So if we hire a manager and we put them out there, what is their qualification to be a manager of that project?

Rogalski said they just have to be licensed with the state, but this body selects them based on their qualifications.

Gill said I understand that, but I just wanted to put out there that construction management isn't always the best in the long run.

Rogalski said I just want to say one thing: the way this process works through the state statute—once the design is complete, every element of the construction is bid through

the public construction process. So, every element of the construction is openly bid, and you do take the low bidder. But just like you said, you don't always have to take the low bidder—if they're not qualified, you can kick out a low bidder.

Gill said municipalities usually stay away from that because of lawsuits. I'm just stating what my experience is. I'm not here to say it's right or wrong. I'm just saying construction management is not always going to be the best.

Rogalski said I understand.

Rusty Whisenhunt, Public Utilities Director, said the key to a construction manager at risk is that you've got to put them at risk—and you can't wait until you've got bids and then let them fix their fee after the final bids come in. You have to make them fix their fee during the design process to actually put them at risk, and that's what we did not do on this facility and some of the other facilities.

Gill said this facility was at risk, but why it wasn't followed, I don't know.

Whisenhunt said if you do have all the bids in hand, and then they fix their fee, there's not any risk. So, you have to fix that fee and bring them on board at 60–70% design, and make them work through it to make sure that contract does not exceed that final, as you're saying. He said my Bachelor's Degree is in construction management, and then I went into civil engineering. But I've done this—and if you don't put them at risk, you're going to get exactly what you said. You have to get them and make sure that they provide their price long before you get those final bids, and if you don't, then they're not at risk.

Gill said I just wanted to throw that thought out there on the regular bid process as opposed to construction management.

Rogalski said well, again, I want to make it clear: every element of the construction is bid through the Competitive Bidding Act. Every piece is bid through the Competitive Bidding Act—it has to be. The only thing that's not is the construction management fee. It's just like an architect's fee. Architects and engineers are selected by qualifications, and this process is very similar to that. It brings them on board—and I'll tell you, I've had a lot of experience with projects being built in my prior career. The projects that do the best are the ones where you have a third party constantly controlling the budget. That's really what they're there for at this time. They're there to always be checking in—saying, for example, "you're at 30% plans, I just did an estimate, and you're \$5 million over budget", and so at 30%, you can bring the project back down to budget. That's really what I think is important. That's really what it's for: it's for them to be on board during the design process—exactly so that when we bid the project, we are more where we expect to be.

Gill said well, you can do the same thing—you can hire, and you can put out a request for proposal, tell that architect what you have, and he'll have to deliver those plans

within that budget, instead of going through all the meetings and cutting it back and changing things—he's responsible to do that. Once he reaches those plans, you put it out, you get bids, and you know exactly where you're at. You also have a faster timetable. So I'm just saying—they're both a method of getting the job done. It just so happens, I've been on both sides of it many times, and I know how it's done, I know how it's played, and I know how it works. So I'm just putting out my few 55 years plus of experience on that, and I'm certainly not alone on that. I think if you talk to any other general contractor, including Ryan Herring, he'll tell you the exact same thing I just said. Now that doesn't mean he's not going to bid on it. I'm just saying he will tell you the same thing. So I just wanted to put that out there since I'm in a position to do that, but I don't want to stop the track and the process of it going forward.

Rogalski said so again, this is just a solicitation - there's no contract involved. You're not bound to anything. I would recommend that you don't send it out to 20 or 30 firms. I would recommend you send it out to a very select group of firms.

Gill said you only have to send it out at four or five, and you'll meet the criteria.

Rogalski said that technically, there is no requirement in the code. I checked with the attorneys, and it says there's not a limited amount, so you can do any number you want.

Gill said you have to do two or more.

Rogalski said I agree—otherwise, it's not a selection process. We do have two local CMAR firms, and they're both very good firms, as far as I can tell. One of them is actually Ryan Herring. So again, I like the process - I've always seemed to be successful. Of course, coincidentally, I think both of the projects I've done through that were with Ryan Herring, but I've also done projects with Mike Brown as well, and they were very successful. So I think you're right—I mean, with engineers, architects, and construction managers, if you don't get the right one, it doesn't help at all, and you still have a disaster. So it's absolutely critical that you have a construction manager that you can trust and work with. Again, I really like the process, especially for this, whereas I'm the only staff member that LEDA has.

Chairman Fitch said there are a couple of hundreds that are listed with the state. I feel comfortable with possibly using someone that is local, because then we'll be hiring local contractors or subcontractors and local people that live here.

Gill said that's the biggest advantage to it - you can control where the money is spent since you're picking those particular individuals.

Chairman Fitch said I've worked with Ryan on the Farmer's Market, and we had a selection of subs that were very good to work with. I'm not saying that we'll pick somebody local, but what I'm saying is—it is good for the community. We're creating this for the benefit of the community, by providing jobs and everything else, and we

want to have a quality product. So having somebody we can really work with, and bring the neck in on them if we need to is something that I want to keep in mind. What we'd like to do is go ahead and ask for the approval to have Richard prepare and send the documents out to get people to bid on it. I'm going to say, I don't want to see a big number. I think we'll do some background checks on the ones we do send them to—firms we know perform well and everything else. There's a lot of risk when you're using people from out of town - you don't know for sure. We'll also call on Gill, because he can vet all of them across the state.

Gill said we do want to keep that money in the city. I'm talking plumbers, electricians, carpenters, concrete finishers, concrete products, building materials—we want to keep that local. You do have a chance to do that under a construction manager, and that is a plus - that's about the only plus I see, but it's a good plus. Because otherwise, you could still get an outstanding firm - for example, the Public Service Building, Flinco, Oklahoma City - a lot of companies probably couldn't have done that particular project because of the size and scope. But they were out of town, more than qualified—one of the top 10 probably in the United States. But we also lost about 40%—40% of the subcontracting work—to out of the city limits and out of the county. So, it's good both ways. I just wanted to produce all the evidence and present it to the board. We needed two ways to look at that. So if it ever does come up, we've pretty well skimmed that banana.

**Motion** by Warren, **Second** by Hensley, to authorize the Executive Director to issue a Request for Qualifications for a Construction Manager at Risk (per §61-217) for the Firehawk Aerospace project, and authorize the Chairman to appoint a three-person committee to review the applications, receive the presentations, as necessary, and recommend a selection for approval by the Authority. **AYE:** Gill, Warren, Page, Nance, Hensley, Fitch. **NAY:** None. **MOTION PASSED.**

5. Receive a report from Rusty Whisenhunt, Director of Public Utilities for the City of Lawton, and consider approving Pay Application 004 from Fisher59 Properties in the amount of \$53,915.14 for the cost of public improvements associated with the construction of a new warehouse and distribution center made in accordance with the First Amended Redevelopment Agreement between LEDA and Fisher59 Properties, approved on January 14, 2025.

Whisenhunt provided background information on this item. A copy of Pay Application 004 from Fisher59 Properties in the amount of \$53,915.14 may be obtained from the City Clerk's Office upon request.

Whisenhunt said the total amount to be paid is \$53,915.14. This covers management of the project, sewer line materials for the project, and their insurances and bonds. The total project completed to date is 42%. The sewer line portion includes material for the sewer line, but did not include the labor for sewer line construction, but that labor has now been completed as of this week. The remaining portion of the project is predominantly the street construction. They're not moving very fast, but this is a small pay request. Again, this is 42% completed to date.

**Motion** by Warren, **Second** by Gill, to accept the report and approve Pay Application 004 from Fisher59 Properties. **AYE:** Gill, Warren, Page, Nance, Hensley, Fitch. **NAY:** None. **MOTION PASSED.**

6. Discuss the need for insurance coverage for LEDA and take action as deemed necessary.

Rogalski provided background information on this item.

Rogalski said recently, we've been discussing with the City Attorney's office the need for LEDA to have its own insurance and to see if we are covered under the City's insurance or not. Because again, if you build a building, now there's a whole other broad thing that you have to get into. So the idea was just to basically discuss that, and maybe even appoint another couple of folks that we can kind of discuss this with. Rogalski said I just wanted to start the conversation.

Gill said we still own the construction phase, because if you're doing a building, and it's during the construction phase, then you're the owner. LEDA will be the owner, and the contractor that's doing this, even a contractor at risk, is required by law to have insurance on that building. So he'll have what's called builder's risk and several other types. He'll have a maintenance bond, and he'll have all his bonds also, and they will name LEDA right at the top of that list of the people who get the money first. For example, if that building was blown away by a tornado, we would be the first beneficiary—at the top of the list—regardless. That's the way the law requires it. So we would be covered during the construction phase. Now, once that building becomes the property of the owner, then that's the insurance we probably need to talk about. He asked Rogalski if that's what he is thinking.

Rogalski said yes - that's what I'm thinking about, but there may be other insurances we may want to have, so it was just about starting the conversation and determining what you all want—and then we would get it, basically. You would all approve whatever insurances we would bring back to you, but I just wanted to have the conversation.

Gill inquired about the property that LEDA owns right now.

Rogalski said the only real property that we own right now are the two lots at the Lawton Town Center.

Gill said you can have just liability on those lots.

Chairman Fitch said I want to wait until Larry Neal gets back. Larry writes the insurance for the city, and I want to meet with him and find out exactly what our coverage is and what the coverage is of the city. Richard had talked to him, and he said you're all covered under the city policy.

Rogalski said that was just one single policy that I read. I really didn't read them all, but as a trust, we may or may not be covered, depending upon how the policy is written.

Gill asked for feedback from Wilson regarding if LEDA is covered because it's an arm of the city.

Wilson said what we're hearing from Insurica is they're not, and there is a state statute title, I think it's Title 60, that says that municipal trusts are separate and distinct legal entities.

Warren said that's the purpose of creating one - because it is separate.

Chairman Fitch asked what other trust authorities are working with the city that there's property involved in.

Wilson said the Airport Authority.

Rogalski said the FISTA would also be included.

Warren asked if some sort of direction is needed.

Chairman Fitch said I want to get Larry back in town and find out exactly what we do have, because Tim said the insurance said that we're not covered, and Larry had said we should be covered.

Wilson said I'm thinking about one policy in particular, but I don't know what all policies Larry is talking about.

Rogalski said we just wanted to discuss it. We'll look item by item to find out what we are covering, what we're not, and what we need. Quite frankly, there may be a policy that we haven't thought of that, during the discussion, we find out we need.

Warren said it wouldn't be a bad idea for somebody to look at our peer entities and see what they're doing in places like Oklahoma City or Tulsa.

Chairman Fitch said I can't imagine that we haven't been told earlier about somebody saying that you guys aren't covered.

Gill said I'm not sure that, if something happened, it wouldn't wind up going back to the city. I understand what the insurance company is saying, and they may have a reason for that, but that doesn't mean that's the way it worked out in court, because there are expectations involved when the city has something like LEDA, and LEDA has property. The last time I checked, LEDA owes the city quite a bit of money, so that means we have an obligation and an arrangement with the city.

Rogalski said the city is the sole beneficiary of LEDA, so the city owns LEDA. The city

controls our existence.

Gill said that's what I'm saying - I would be surprised that it wouldn't be covered whether the insurer wanted it or not, but I'm certainly not an attorney. You can talk to Larry, but we might want to look at an umbrella too, which would cover all these outside entities under the city's insurance. That's what I've done with some of my properties - I have an umbrella. So all those little things that you don't know for sure or are questionable, they're automatically taken care of, and Larry would know that.

Chairman Fitch said we're going to want to have coverage of some sort, especially after the construction is over.

Rogalski said we absolutely have to have coverage. Plus, you want the building covered as well. However, you are going to have a lessee in the building, and a lessee will have insurance as well.

Gill said all of our land that we have that's undeveloped, if we'll put signs up on that land that say "No Trespassing", that goes a long way to cover ourselves. The reason I say that is, for example, if somebody goes bird hunting on the property where Firehawk is to be built, and they step in a hole while bird hunting and break their leg, and they sue the city for a broken leg, we'll be liable for that. However, if we have a sign up that says "No Trespassing", we're pretty well covered - this is case law.

No action was taken on this item.

## **Reports**

1. Receive a report from the LEDA Executive Director
  - State Matching Funds
  - Downtown Project Plan

Rogalski noted that the state matching funds were discussed earlier in the meeting.

Rogalski said we've talked about this in the past—updating the Downtown Project Plan. The FISTA itself really should be isolated in its own TIF district so we can capture that increase in value, or that investment there. Right now, it's just sort of nebulous—it's already in a TIF, but it's in TIF 1, and it's kind of nebulous a little bit. We can't really see where the increases are. And if it goes up by a million dollars and the property outside there goes down by a million dollars, we just simply get zero—because remember, it's a net increase. Also, when we redid the Downtown Center, we created TIF 1 and TIF 2. There are still vacant lots out there, and since they're still undeveloped, the value is still zero. So it may be beneficial for LEDA to pull those out of the project plan and start them over, because then you get a new 25 years. Otherwise, we're already well into that TIF district. It's just one of those things we should think about. I'll be working with

Dan and Lisa about looking at how we might want to structure that. There have also been some other discussions about different areas we might want to isolate, like downtown zones. So we'd have those, and we'll go through that process, and we'll talk to you a little bit. I just wanted to let you know it's something we're looking at, and it's ongoing.

Rogalski said the next meeting is scheduled for July 17th. Unfortunately, I'll be out of town during that meeting.

Chairman Fitch said I think we can just move the meeting one week.

Branstetter said she will poll members for a meeting on July 24th.

### **Executive Session**

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

**Motion** by Gill, **Second** by Warren, to convene in executive session. **AYE:** Page, Hensley, Fitch, Gill, Warren, Nance. **NAY:** None. **MOTION PASSED.**

The Authority convened in executive session at 2:52 PM and remained in executive session until 3:22 PM.

**Motion** by Gill, **Second** by Hensley, to return to open session. **AYE:** Hensley, Fitch, Gill, Warren, Nance. **NAY:** None. **MOTION PASSED.**

No action was taken on this item.

### **Adjournment**

**Motion** by Warren, **Second** by Gill, to adjourn the June 26, 2025, meeting. **AYE:** Hensley, Fitch, Gill, Warren, Nance. **NAY:** None. **MOTION PASSED.**

There being no further business to discuss, the meeting adjourned at 3:22 PM.



**City of Lawton**  
**Lawton Economic  
Development Authority**

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

**Minutes**

---

Thursday, July 31, 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."

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

**ROLL CALL:**

**PRESENT:** Fred Fitch, Jason Hensley, David Madigan, Larry Neal, Brandie Page, David Means

**ABSENT:** Ron Nance (excused), Randy Warren (excused), George Gill (excused)

**OTHERS PRESENT:** \*Richard Rogalski, LEDA Executive Director; \*\*John Ratliff, City Manager; Garrett Lam, Assistant City Attorney; Tammy Branstetter, City Clerk's Office; Scott Hatch, Hatch, Croke & Associates; Kim McConnell, Lawton Constitution

\*via Microsoft Teams

\*\*arrived at 2:06 PM

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

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

**Business Items**

1. Consider approving the minutes of the May 15, 2025, and July 15, 2025, meetings.

A copy of the minutes from the May 15, 2025, and July 15, 2025 meetings may be

obtained from the City Clerk's Office upon request.

**Motion** by Hensley, **Second** by Page, to approve the minutes from the May 15, 2025, and July 15, 2025, meetings as presented. **AYE:** Madigan, Means, Neal, Page, Hensley, Fitch. **NAY:** None. **MOTION PASSED.**

2. Consider approving the May 2025 Financial Report from Hatch, Croke & Associates, PC.

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

Hatch said I thought I'd just kind of give you the synopsis of the abridged version of the financial statements. On the first page of the financials, the total current assets are \$7.646 million. When I was going over these with Matthew, the challenge on these financial statements is really the timing of when we get the information to book the receivable on the sales and use tax, and then the corresponding payable on how much of that goes to various places. So what we decided back when we first started this is that we would issue these based on the information we had at the time. Now, in approaching June—which is your fiscal year-end—what we're going to do is go ahead and issue June based on the information we have, knowing that there's a couple of months that we're not going to have yet on sales tax and use tax, and the corresponding payable. Then, we'll do a 13th period once that information becomes available. That way, you guys will still have a financial statement available to you. So that's kind of our plan. What maybe reminded me of that is the AR state matching in prior years of \$557,000. That's actually an April 2025 claim, so they're actually pretty caught up on those prior years. Matthew's discussion with Rich is that the thought is they will pay that, because they paid the previous one. So, we're hopeful on that.

Hatch said on the next page, current liabilities total \$184,000, which really is interest on the note and a few accounts payable. Then long-term liabilities reflect the balance of the loans and the payables, which are bits and pieces of TIF district obligations. Next page—income and expenses for the month: total revenue of \$343,000, expenses of \$92,000, with an operating income of \$251,071 and interest income of \$12,900. For the year-to-date, in the third column, total revenue is \$3.2 million, expenses \$1.5 million, for an operating income of \$1.6 million, plus interest income year-to-date of \$134,000. That leaves you with a net change in position, or net income for the year, of \$1.814 million.

Hatch said the next page is the cash flow statement, which reconciles that net income number to the change in cash. Following that are the departmental income statements, which we issue—one for operations and then one for each TIF district. I don't think there's anything there that I highlighted that deserves any specific conversation, unless you have any questions—in which case, I'm happy to address those.

**Motion** by Madigan, **Second** by Means, to approve the May 2025 Financial Report as

presented. **AYE:** Madigan, Means, Neal, Page, Hensley, Fitch. **NAY:** None. **MOTION PASSED.**

3. Consider authorizing the Executive Director to submit an application for a Commercial/Industrial Short-Term Lease to the Oklahoma Commissioners of the Land Office for the 78.79-acre parcel being that portion of the Northeast  $\frac{1}{4}$  of Section 36, Township 2 North, Range 13 West, lying northerly of the northerly right-of-way line of the Stillwater Central Railroad.

Chairman Fitch said this is the 79 acres that are directly south of the 320, and then on the north side of Goodyear. That whole strip that covers the length of the 320—this is the east section of that property. There's possible expansion on the 320 acres, and we thought we'd better tie that thing up. There's some interest there, so we wanted to go ahead and get it wrapped up so we wouldn't have to deal with that down the road. He asked Rogalski to provide additional background information on this item.

Rogalski said the property is owned by the Commissioners of the Land Office—it's school trust land, as we all call it, but it's an odd piece. School trust land is usually sections of land and larger parcels, so this is kind of an odd, outlying piece. Through our research, we realized this was school land, and we spoke to them about it. They said this is an example of the kind of school trust land they are willing to release because, in their opinion, it has kind of met its potential in terms of value. However, the process for this is a short-term commercial lease. What this does is just begin the process. This lease or application process probably takes around six months, so that's why we're just going ahead and starting it now. It just takes a long time. And even then, what you have is a fairly small annual lease payment that allows you to do due diligence—get all the studies done that we would want to get done on it and things like that. Then you basically have three years to acquire the property. So, this is just the beginning - the first step. You know, we are kind of running out of land out there, and this property is in good proximity to that 320 acres and would allow some expansion of that project. It's the only place that project can really expand, so we thought it would be good to get this set up and get the process going. There is a \$250 application fee that we would send in with this, but the rest of it is just pretty simple documentation: the legal description and the \$250.

Chairman Fitch said Richard, I'll ask you—and I don't know whether you can answer or not—but I recall when Bill Phelps and I were looking at that property, which is catty-corner from the northeast corner of where PSO's power plant is. We were looking at that for acquiring it for an industrial park. So it's been quite a few years ago, but if I'm not mistaken, I think they were looking at \$3,000 to \$3,500 an acre on something like that. So I don't know whether that's kind of in play with this. If you had \$3,000 an acre, that'd be \$210,000, so it's not a big acquisition, but it is something that would be nice to have for further expansion of the 320. Do you have any idea what that land would be worth in today's market with the school land commission?

Rogalski said I think the number that you gave is somewhere reasonably close, but the

way the process works—the value will be based on an appraisal of what they think it's worth. Even the short-term lease is based on an appraisal. Then, for example, if we decided we wanted to acquire the property, we would actually get an appraised value, agree on that value, and then we would have to go out and acquire a different property to trade with them. So, there would be an exchange. But again, my experience with this is that it's a very slow process, and that's why we just thought we'd get it started now so that we don't have to rush sometime in the future.

Means asked what is located to the south of the property.

Rogalski said the property to the south is owned by Goodyear.

Neal noted that Bar-S is across the street.

Rogalski noted that the property to the east is owned by the LEDC - we call that WS2.

Means asked what is located to the west of the property.

Rogalski said the little box is an electrical substation. You actually have a 138 kVA line that runs along the north side of this property, and then you have another 138 that runs along the south side of the property. So, it's bounded by transmission power lines, which are not easy to move. But that is something that would be the next step if we acquired this property—we'd kind of see how much it would cost to move that power line, the one to the north. And we'd just go through the process of seeing if it makes sense or not to acquire the property.

Chairman Fitch asked if that is the railroad track that we see on the south border of that property.

Rogalski said yes. That's the other thing about this property that makes it valuable—it is adjacent to rail. I can tell you that we get a lot of RFQs all the time, and this property would fit several of those RFQs that we get from people who want rail access, but they're not always giant projects. So, I think it makes sense for multiple reasons to acquire this property. In fact, the LEDC was moving forward with it, and then, as I began to think about it, since it's adjacent to the property that LEDA is planning on working on and developing—I just thought it would be better if LEDA applied for this short-term lease. However, if you all said no, the LEDC would probably go ahead and do it.

Chairman Fitch said I think it's got to be really considered by either LEDC or LEDA, and we're dealing with the 320 to the north, so I think we're the correct party to look at it right now.

**Motion** by Madigan, **Second** by Hensley, to authorize the Executive Director to submit an application for a Commercial/Industrial Short-Term Lease to the Oklahoma Commissioners of the Land Office. **AYE:** Madigan, Means, Neal, Page, Hensley, Fitch. **NAY:** None. **MOTION PASSED.**

## Reports

1. Receive a report from the LEDA Executive Director

Rogalski said I wanted to let you know that included in your packet was a report we received from Quest, which is on the STEM program. It covers more than just what they're required to report for reimbursement—it basically outlines everything they've been doing. We're also going to provide that report to the STEM Board, but I thought you might want to see it as well. It gives a good overview of what they're doing with the STEM funding, which is essentially being paid for by LEDA. Rogalski said there's still a tremendous amount of interest in industrial development in the City of Lawton - we're working on projects all the time.

Chairman Fitch said the STEM program is a good program, and it's looking way into the future. We still have one of the first businesses that went into the FISTA program, and it's now headed by a young student who was in the STEM program at Eisenhower. He went to college, got his degree and everything, and now he's back here, employed as the CEO—or site manager. So that's what we're looking for, and it is something that is very beneficial to young people in the community.

Rogalski said I'm working on a revised budget for LEDA to look at how we can try to get a little bit stronger in the administrative area. I think we're spread a little thin—with 55% of one employee, and we probably have around 25% of Tammy, or less. So I'm going to basically start working on a budget and really begin looking toward the future of how LEDA is going to be managed.

No action was taken on this item.

## Executive Session

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

**Motion** by Means, **Second** by Hensley, to convene in executive session. **AYE:** Neal, Page, Hensley, Fitch, Madigan, Means. **NAY:** None. **MOTION PASSED.**

The Authority convened in executive session at 2:21 PM and remained in executive session until 2:35 PM.

**Motion** by Madigan, **Second** by Hensley, to return to open session. **AYE:** Neal, Page, Hensley, Fitch, Madigan, Means. **NAY:** None. **MOTION PASSED.**

No action was taken on this item.

### **Adjournment**

**Motion** by Hensley, **Second** by Madigan, to adjourn the July 31, 2025, meeting. **AYE:** Neal, Page, Hensley, Fitch, Madigan, Means. **NAY:** None. **MOTION PASSED.**

There being no further business, the meeting adjourned at 2:36 PM.

**Financial Statements**

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

See Accountant's Compilation Report



# *Hatch, Croke & Associates, P.C.*

417 SW C Avenue  
Lawton, OK 73501

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

To Board of Directors  
LAWTON ECONOMIC DEVELOPMENT AUTHORITY  
Lawton, Oklahoma

Management is responsible for the accompanying financial statements of LAWTON ECONOMIC DEVELOPMENT AUTHORITY (an Oklahoma Public Trust), component unit of the City of Lawton, Oklahoma, which comprise the statement of net position as of June 30, 2025, and the related statement of revenue and expenses for the 1 month and 12 months ended June 30, 2025, and June 30, 2024, and the related statement of cash flows for the 1 month and 12 months ended June 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 12 months ended June 30, 2025 and June 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  
August 20, 2025

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**  
**Statement of Net Position**  
**June 30, 2025**

**ASSETS**

**Current Assets**

|                                |    |                   |
|--------------------------------|----|-------------------|
| Cash-IBC Downtown TIF #5500    | \$ | 495,537.51        |
| Cash-IBC TIF 2 #0944           |    | 1,680,429.39      |
| Cash-CNB STEDI TIF #7680       |    | 3,553,504.84      |
| Cash-BOK TIF2 #58-1 Restricted |    | 467,413.83        |
| Cash - CNB STEM #769           |    | 478,155.84        |
| Cash-BOK 2019 Interest #58.2   |    | 151.41            |
| Interest Receivable - BOK      |    | 1,227.81          |
| A/R COL - Hotel/Motel Tax      |    | 33,546.00         |
| Sales & Use Tax Receivable     |    | 65,637.60         |
| Property Tax Receivable TIF 1  |    | 23,291.83         |
| A/R-State Matching Curr Yr     |    | 1,015,935.60      |
| A/R-State Matching Pr Yrs      |    | <u>557,212.41</u> |

**Total Current Assets** \$ 8,372,044.07

**Fixed Assets**

|                              |  |                   |
|------------------------------|--|-------------------|
| Land - Town Center Lot 3 & 8 |  | 1,391,760.65      |
| Land - SW Bishop Rd 40 Acres |  | <u>405,500.00</u> |

**Total Fixed Assets** 1,797,260.65

**Other Assets**

|                        |  |                     |
|------------------------|--|---------------------|
| N/R - Westwin Elements |  | <u>2,700,000.00</u> |
|------------------------|--|---------------------|

**Total Other Assets** 2,700,000.00

**Total Assets** \$ 12,869,304.72

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**  
**Statement of Net Position**  
**June 30, 2025**

**LIABILITIES AND NET POSITION**

**Current Liabilities**

|                             |    |                  |
|-----------------------------|----|------------------|
| Accounts Payable            | \$ | 19,373.76        |
| Accrued Interest Payable    |    | 185,661.68       |
| TIF 3 Distributions Payable |    | <u>32,598.02</u> |

**Total Current Liabilities** \$ 237,633.46

**Long Term Liabilities**

|                                |  |                     |
|--------------------------------|--|---------------------|
| N/P - CCIDA Westwin Project    |  | 2,000,000.00        |
| N/P - Truist Financial         |  | 22,550,000.00       |
| Payable to LEDC-TIF5 Incentive |  | 243,535.00          |
| Payable to LEDC-TIF4 Incentive |  | 160,000.00          |
| Payable to COL-TIF4 Incentives |  | 325,543.33          |
| Payable to COL - downtown plan |  | 414,322.00          |
| Payable to COL-Westwin Project |  | 1,000,000.00        |
| Payable to COL-Fisher59(TIF 5) |  | <u>1,770,310.30</u> |

**Total Long Term Liabilities** 28,463,710.63

**Net Position**

|                                |  |                     |
|--------------------------------|--|---------------------|
| Invested in Capital Assets     |  | 1,797,260.65        |
| Net Position-Rest(BOK Cash)    |  | 467,565.24          |
| Net Position-Restr(TIF 4 STEM) |  | 33,455.06           |
| Net Position-Restr(TIF 3 STEM) |  | 313,059.66          |
| Net Position - Unrestricted    |  | (20,945,653.14)     |
| Change in Net Position         |  | <u>2,502,273.16</u> |

**Total Net Position** (15,832,039.37)

**Total Liabilities & Net Position** \$ 12,869,304.72

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

|                               | 1 Month Ended<br>Jun. 30, 2025 | Pct                 | 1 Month Ended<br>Jun. 30, 2024 | Pct                    | 12 Months Ended<br>Jun. 30, 2025 | Pct                 | 12 Months Ended<br>Jun. 30, 2024 | Pct                   |
|-------------------------------|--------------------------------|---------------------|--------------------------------|------------------------|----------------------------------|---------------------|----------------------------------|-----------------------|
| <b>Revenue</b>                |                                |                     |                                |                        |                                  |                     |                                  |                       |
| Hotel/Motel Tax               | \$ 134,211.00                  | 15.25               | \$ 94,211.00                   | 17.33                  | \$ 364,684.00                    | 8.88                | \$ 94,211.00                     | 1.89                  |
| State of OK Matching Funds    | 213,997.29                     | 24.32               | 187,130.33                     | 34.42                  | 1,015,935.60                     | 24.74               | 1,104,758.34                     | 22.11                 |
| Property Tax Income           | 385,808.62                     | 43.85               | 733,989.44                     | 135.01                 | 2,008,892.24                     | 48.92               | 2,619,767.89                     | 52.44                 |
| Sales and Use Tax             | 145,900.29                     | 16.58               | 122,826.33                     | 22.59                  | 717,275.60                       | 17.47               | 771,725.34                       | 15.45                 |
| CCIDA Contribution - Land     | <u>0.00</u>                    | <u>0.00</u>         | <u>(594,500.00)</u>            | <u>(109.35)</u>        | <u>0.00</u>                      | <u>0.00</u>         | <u>405,500.00</u>                | <u>8.12</u>           |
| <b>Total Revenue</b>          | <b>879,917.20</b>              | <b>100.00</b>       | <b>543,657.10</b>              | <b>100.00</b>          | <b>4,106,787.44</b>              | <b>100.00</b>       | <b>4,995,962.57</b>              | <b>100.00</b>         |
| <b>Operating Expenses</b>     |                                |                     |                                |                        |                                  |                     |                                  |                       |
| Advertising & Marketing       | 0.00                           | 0.00                | 0.00                           | 0.00                   | 642.32                           | 0.02                | 0.00                             | 0.00                  |
| Bank Charges                  | 0.00                           | 0.00                | 0.00                           | 0.00                   | 2,595.00                         | 0.06                | 8,955.00                         | 0.18                  |
| Development Assistance        | 53,915.14                      | 6.13                | 0.00                           | 0.00                   | 616,103.17                       | 15.00               | 0.00                             | 0.00                  |
| Interest Expense              | 46,415.42                      | 5.27                | 50,038.10                      | 9.20                   | 564,230.36                       | 13.74               | 659,200.97                       | 13.19                 |
| License Fee - Lawton Lodging  | 67,110.00                      | 7.63                | 0.00                           | 0.00                   | 201,239.34                       | 4.90                | 0.00                             | 0.00                  |
| Mowing/Debris Removal         | 0.00                           | 0.00                | 2,640.00                       | 0.49                   | 3,200.00                         | 0.08                | 5,820.00                         | 0.12                  |
| Office Expense                | 0.00                           | 0.00                | 0.00                           | 0.00                   | 281.22                           | 0.01                | 128.31                           | 0.00                  |
| Professional Fees - Accountin | 1,100.00                       | 0.13                | 0.00                           | 0.00                   | 17,516.38                        | 0.43                | 3,700.00                         | 0.07                  |
| Professional Fees - Legal     | 7,500.00                       | 0.85                | 1,890.00                       | 0.35                   | 130,378.41                       | 3.17                | 13,787.50                        | 0.28                  |
| Professional Fees - Other     | 6,649.00                       | 0.76                | 12,840.00                      | 2.36                   | 77,956.00                        | 1.90                | 36,241.94                        | 0.73                  |
| Rent, Publication, & Printing | 0.00                           | 0.00                | 0.00                           | 0.00                   | 0.00                             | 0.00                | 677.54                           | 0.01                  |
| STEM Community Events         | 4,124.76                       | 0.47                | 0.00                           | 0.00                   | 39,375.45                        | 0.96                | 0.00                             | 0.00                  |
| TIF-Cache Public Schools      | 11,217.88                      | 1.27                | 5,214.19                       | 0.96                   | 28,862.76                        | 0.70                | 39,513.80                        | 0.79                  |
| TIF-Comanche Cty Commissio    | 7,800.24                       | 0.89                | 9,873.94                       | 1.82                   | 28,677.35                        | 0.70                | 43,395.14                        | 0.87                  |
| TIF-Comanche County Hlth De   | 1,951.97                       | 0.22                | 2,474.65                       | 0.46                   | 7,176.35                         | 0.17                | 10,859.40                        | 0.22                  |
| TIF-Great Plains Tech Center  | 11,627.93                      | 1.32                | 14,716.51                      | 2.71                   | 42,749.74                        | 1.04                | 64,689.72                        | 1.29                  |
| TIF - Lawton Public Schools   | <u>0.00</u>                    | <u>0.00</u>         | <u>3,916.49</u>                | <u>0.72</u>            | <u>5,780.00</u>                  | <u>0.14</u>         | <u>3,916.49</u>                  | <u>0.08</u>           |
| <b>Total Operating Expens</b> | <b><u>219,412.34</u></b>       | <b><u>24.94</u></b> | <b><u>103,603.88</u></b>       | <b><u>19.06</u></b>    | <b><u>1,766,763.85</u></b>       | <b><u>43.02</u></b> | <b><u>890,885.81</u></b>         | <b><u>17.83</u></b>   |
| <b>Operating Income</b>       | <b>660,504.86</b>              | <b>75.06</b>        | <b>440,053.22</b>              | <b>80.94</b>           | <b>2,340,023.59</b>              | <b>56.98</b>        | <b>4,105,076.76</b>              | <b>82.17</b>          |
| Interest Income               | 12,128.24                      | 1.38                | 12,838.44                      | 2.36                   | 146,676.92                       | 3.57                | 79,309.33                        | 1.59                  |
| Unrealized Gain/(Loss)        | <u>15,572.65</u>               | <u>1.77</u>         | <u>(1,131,971.00)</u>          | <u>(208.21)</u>        | <u>15,572.65</u>                 | <u>0.38</u>         | <u>(1,131,971.00)</u>            | <u>(22.66)</u>        |
| <b>Total Other Income</b>     | <b><u>27,700.89</u></b>        | <b><u>3.15</u></b>  | <b><u>(1,119,132.56)</u></b>   | <b><u>(205.85)</u></b> | <b><u>162,249.57</u></b>         | <b><u>3.95</u></b>  | <b><u>(1,052,661.67)</u></b>     | <b><u>(21.07)</u></b> |
| <b>Change in Net Positi</b>   | <b>\$ <u>688,205.75</u></b>    | <b><u>78.21</u></b> | <b>\$ <u>(679,079.34)</u></b>  | <b><u>(124.91)</u></b> | <b>\$ <u>2,502,273.16</u></b>    | <b><u>60.93</u></b> | <b>\$ <u>3,052,415.09</u></b>    | <b><u>61.10</u></b>   |

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

|  | 1 Month Ended<br>Jun. 30, 2025            | 12 Months Ended<br>Jun. 30, 2025 |
|--|---|----------------------------------|
| <b>Cash Flow from Operating Activities</b> |   |                                  |
| Net Income (Loss)                          | \$ 688,205.75                             | \$ 2,502,273.16                  |
| Adjustments to Reconcile Cash Flow         |   |                                  |
| Decrease (Increase) in Current Assets      |   |                                  |
| Interest Receivable - BOK                  | (377.67)                                  | 3,495.04                         |
| A/R COL - Hotel/Motel Tax                  | (33,546.00)                               | 60,665.00                        |
| Sales & Use Tax Receivable                 | 60,438.71                                 | 196,266.60                       |
| Property Tax Receivable TIF 1              | 17,985.17                                 | 17,899.67                        |
| Property Tax Receivable TIF 2              | 3,231.50                                  | 0.00                             |
| Property Tax Receivable TIF 3              | 0.00                                      | 284,896.78                       |
| A/R-State Matching Curr Yr                 | (213,997.29)                              | 88,822.74                        |
| A/R-State Matching Pr Yrs                  | 0.00                                      | (44,439.52)                      |
| Increase (Decrease) in Current Liabilities |   |                                  |
| Accounts Payable                           | (26,135.24)                               | 11,063.76                        |
| Accrued Interest Payable                   | 46,415.42                                 | (14,490.64)                      |
| TIF 3 Distributions Payable                | 32,598.02                                 | (57,512.01)                      |
| TIF 4 Distributions Payable                | 0.00                                      | (14,579.97)                      |
|  | <b>Total Adjustments</b>                  | <b>532,087.45</b>                |
|  | <b>Cash Provided (Used) by Operations</b> | <b>3,034,360.61</b>              |
| <b>Cash Flow From Investing Activities</b> |   |                                  |
| Sales (Purchases) of Assets                |   |                                  |
| Land - Town Center Lot 3 & 8               | (15,572.65)                               | (15,572.65)                      |
| N/R - Westwin Elements                     | 0.00                                      | (1,508,900.97)                   |
|  | <b>Cash Provided (Used) by Investing</b>  | <b>(1,524,473.62)</b>            |
| <b>Cash Flow From Financing Activities</b> |   |                                  |
| Cash (Used) or provided by:                |   |                                  |
| N/P - Truist Financial                     | 0.00                                      | (1,760,000.00)                   |
| Payable to LURA-downtown plan              | 0.00                                      | (466,392.25)                     |
| Payable to LEDC-TIF5 Incentive             | 0.00                                      | 243,535.00                       |
| Payable to COL-TIF4 Incentives             | 0.00                                      | (244,796.65)                     |
| Payable to COL - STEDI Expense             | 0.00                                      | (421,851.35)                     |
| Payable to COL - Prof Fees                 | 0.00                                      | (6,420.00)                       |
| Payable to COL-Fisher59(TIF 5)             | 0.00                                      | 1,770,310.30                     |
| TIF2 Bricktown Brewery Escrow              | 0.00                                      | (85,507.03)                      |
|  | <b>Cash Provided (Used) by Financing</b>  | <b>(971,121.98)</b>              |
|  | <b>Net Increase (Decrease) in Cash</b>    | <b>538,765.01</b>                |
|  | <b>Cash at Beginning of Period</b>        | <b>6,136,427.81</b>              |
|  | <b>Cash at End of Period</b>              | <b>6,675,192.82</b>              |

See Accountant's Compilation Report

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

|                               | <u>1 Month Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u>  | <u>1 Month Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u>     | <u>12 Months Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u>  | <u>12 Months Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u>      |
|-------------------------------|--|-------------|--|----------------|--|-------------|--|-----------------|
| <b>Revenue</b>                |  |             |  |                |  |             |  |                 |
| CCIDA Contribution - Land     | \$ 0.00                                      | 0.00        | \$ (594,500.00)                              | 100.00         | \$ 0.00  | 0.00        | \$ 405,500.00                                  | 100.00          |
| <b>Total Revenue</b>          | 0.00   | 0.00        | (594,500.00)                                 | 100.00         | 0.00   | 0.00        | 405,500.00                                     | 100.00          |
| <b>Operating Expenses</b>     |  |             |  |                |  |             |  |                 |
| Advertising & Marketing       | 0.00   | 0.00        | 0.00   | 0.00           | 642.32   | 0.00        | 0.00   | 0.00            |
| Bank Charges                  | 0.00   | 0.00        | 0.00   | 0.00           | 2,560.00                                       | 0.00        | 8,955.00                                       | 2.21            |
| Interest Expense              | 46,415.42                                    | 0.00        | 50,038.10                                    | (8.42)         | 564,230.36                                     | 0.00        | 659,200.97                                     | 162.57          |
| Mowing/Debris Removal         | 0.00   | 0.00        | 2,640.00                                     | (0.44)         | 1,920.00                                       | 0.00        | 5,820.00                                       | 1.44            |
| Office Expense                | 0.00   | 0.00        | 0.00   | 0.00           | 281.22   | 0.00        | 128.31   | 0.03            |
| Professional Fees - Accountin | 1,100.00                                     | 0.00        | 0.00   | 0.00           | 17,516.38                                      | 0.00        | 3,700.00                                       | 0.91            |
| Professional Fees - Legal     | 7,500.00                                     | 0.00        | 1,890.00                                     | (0.32)         | 130,378.41                                     | 0.00        | 13,787.50                                      | 3.40            |
| Professional Fees - Other     | 6,649.00                                     | 0.00        | 12,840.00                                    | (2.16)         | 77,956.00                                      | 0.00        | 36,241.94                                      | 8.94            |
| Rent, Publication, & Printing | 0.00   | 0.00        | 0.00   | 0.00           | 0.00   | 0.00        | 677.54   | 0.17            |
| STEM Community Events         | 4,124.76                                     | 0.00        | 0.00   | 0.00           | 39,375.45                                      | 0.00        | 0.00   | 0.00            |
| <b>Total Operating Expens</b> | <u>65,789.18</u>                             | <u>0.00</u> | <u>67,408.10</u>                             | <u>(11.34)</u> | <u>834,860.14</u>                              | <u>0.00</u> | <u>728,511.26</u>                              | <u>179.66</u>   |
| <b>Operating Income</b>       | (65,789.18)                                  | 0.00        | (661,908.10)                                 | 111.34         | (834,860.14)                                   | 0.00        | (323,011.26)                                   | (79.66)         |
| Interest Income               | 12,128.24                                    | 0.00        | 12,838.44                                    | (2.16)         | 146,676.92                                     | 0.00        | 79,309.33                                      | 19.56           |
| Unrealized Gain/(Loss)        | <u>15,572.65</u>                             | <u>0.00</u> | <u>(1,131,971.00)</u>                        | <u>190.41</u>  | <u>15,572.65</u>                               | <u>0.00</u> | <u>(1,131,971.00)</u>                          | <u>(279.15)</u> |
| <b>Total Other Income</b>     | <u>27,700.89</u>                             | <u>0.00</u> | <u>(1,119,132.56)</u>                        | <u>188.25</u>  | <u>162,249.57</u>                              | <u>0.00</u> | <u>(1,052,661.67)</u>                          | <u>(259.60)</u> |
| <b>Change in Net Positi</b>   | <u>\$ (38,088.29)</u>                        | <u>0.00</u> | <u>\$ (1,781,040.66)</u>                     | <u>299.59</u>  | <u>\$ (672,610.57)</u>                         | <u>0.00</u> | <u>\$ (1,375,672.93)</u>                       | <u>(339.25)</u> |

See Accountant's Compilation Report

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

|                               | <u>1 Month Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u>    | <u>1 Month Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u>    | <u>12 Months Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u>    | <u>12 Months Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u>    |
|-------------------------------|--|---------------|--|---------------|--|---------------|--|---------------|
| <b>Revenue</b>                |  |               |  |               |  |               |  |               |
| Property Tax Income           | \$ <u>23,291.83</u>                          | <u>100.00</u> | \$ <u>41,191.50</u>                          | <u>100.00</u> | \$ <u>405,823.86</u>                           | <u>100.00</u> | \$ <u>327,635.51</u>                           | <u>100.00</u> |
| <b>Total Revenue</b>          | 23,291.83                                    | 100.00        | 41,191.50                                    | 100.00        | 405,823.86                                     | 100.00        | 327,635.51                                     | 100.00        |
| <b>Operating Expenses</b>     |  |               |  |               |  |               |  |               |
| Bank Charges                  | <u>0.00</u>                                  | <u>0.00</u>   | <u>0.00</u>                                  | <u>0.00</u>   | <u>35.00</u>                                   | <u>0.01</u>   | <u>0.00</u>                                    | <u>0.00</u>   |
| <b>Total Operating Expens</b> | <u>0.00</u>                                  | <u>0.00</u>   | <u>0.00</u>                                  | <u>0.00</u>   | <u>35.00</u>                                   | <u>0.01</u>   | <u>0.00</u>                                    | <u>0.00</u>   |
| <b>Operating Income</b>       | <u>23,291.83</u>                             | <u>100.00</u> | <u>41,191.50</u>                             | <u>100.00</u> | <u>405,788.86</u>                              | <u>99.99</u>  | <u>327,635.51</u>                              | <u>100.00</u> |
| <b>Change in Net Positi</b>   | <u>\$ 23,291.83</u>                          | <u>100.00</u> | <u>\$ 41,191.50</u>                          | <u>100.00</u> | <u>\$ 405,788.86</u>                           | <u>99.99</u>  | <u>\$ 327,635.51</u>                           | <u>100.00</u> |

See Accountant's Compilation Report

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

|                               | <u>1 Month Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u>    | <u>1 Month Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u>    | <u>12 Months Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u>    | <u>12 Months Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u>    |
|-------------------------------|--|---------------|--|---------------|--|---------------|--|---------------|
| <b>Revenue</b>                |  |               |  |               |  |               |  |               |
| Hotel/Motel Tax               | \$ 134,211.00                                | 27.16         | \$ 94,211.00                                 | 11.60         | \$ 364,684.00                                  | 13.65         | \$ 94,211.00                                   | 3.23          |
| State of OK Matching Funds    | 213,997.29                                   | 43.31         | 187,130.33                                   | 23.04         | 1,015,935.60                                   | 38.02         | 1,104,758.34                                   | 37.92         |
| Property Tax Income           | 0.00   | 0.00          | 407,901.16                                   | 50.23         | 574,191.83                                     | 21.49         | 942,362.16                                     | 32.35         |
| Sales and Use Tax             | <u>145,900.29</u>                            | <u>29.53</u>  | <u>122,826.33</u>                            | <u>15.13</u>  | <u>717,275.60</u>                              | <u>26.84</u>  | <u>771,725.34</u>                              | <u>26.49</u>  |
| <b>Total Revenue</b>          | <u>494,108.58</u>                            | <u>100.00</u> | <u>812,068.82</u>                            | <u>100.00</u> | <u>2,672,087.03</u>                            | <u>100.00</u> | <u>2,913,056.84</u>                            | <u>100.00</u> |
| <b>Operating Expenses</b>     |  |               |  |               |  |               |  |               |
| License Fee - Lawton Lodging  | 67,110.00                                    | 13.58         | 0.00   | 0.00          | 201,239.34                                     | 7.53          | 0.00   | 0.00          |
| Mowing/Debris Removal         | <u>0.00</u>                                  | <u>0.00</u>   | <u>0.00</u>                                  | <u>0.00</u>   | <u>1,280.00</u>                                | <u>0.05</u>   | <u>0.00</u>                                    | <u>0.00</u>   |
| <b>Total Operating Expens</b> | <u>67,110.00</u>                             | <u>13.58</u>  | <u>0.00</u>                                  | <u>0.00</u>   | <u>202,519.34</u>                              | <u>7.58</u>   | <u>0.00</u>                                    | <u>0.00</u>   |
| <b>Operating Income</b>       | <u>426,998.58</u>                            | <u>86.42</u>  | <u>812,068.82</u>                            | <u>100.00</u> | <u>2,469,567.69</u>                            | <u>92.42</u>  | <u>2,913,056.84</u>                            | <u>100.00</u> |
| <b>Change in Net Positi</b>   | <u>\$ 426,998.58</u>                         | <u>86.42</u>  | <u>\$ 812,068.82</u>                         | <u>100.00</u> | <u>\$ 2,469,567.69</u>                         | <u>92.42</u>  | <u>\$ 2,913,056.84</u>                         | <u>100.00</u> |

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

|                               | <u>1 Month Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u> | <u>1 Month Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u> | <u>12 Months Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u> | <u>12 Months Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u> |
|-------------------------------|--|------------|--|------------|--|------------|--|------------|
| <b>Revenue</b>                |  |            |  |            |  |            |  |            |
| Property Tax Income           | \$ 362,516.79                                | 100.00     | \$ 284,896.78                                | 100.00     | \$ 858,826.55                                  | 100.00     | \$ 1,185,557.22                                | 100.00     |
| <b>Total Revenue</b>          | 362,516.79                                   | 100.00     | 284,896.78                                   | 100.00     | 858,826.55                                     | 100.00     | 1,185,557.22                                   | 100.00     |
| <b>Operating Expenses</b>     |  |            |  |            |  |            |  |            |
| TIF-Cache Public Schools      | 11,217.88                                    | 3.09       | 9,123.84                                     | 3.20       | 28,862.76                                      | 3.36       | 39,513.80                                      | 3.33       |
| TIF-Comanche Cty Commissio    | 7,800.24                                     | 2.15       | 9,867.14                                     | 3.46       | 24,658.29                                      | 2.87       | 39,504.72                                      | 3.33       |
| TIF-Comanche County Hlth De   | 1,951.97                                     | 0.54       | 2,472.94                                     | 0.87       | 6,170.60                                       | 0.72       | 9,885.84                                       | 0.83       |
| TIF-Great Plains Tech Center  | 11,627.93                                    | 3.21       | 14,706.38                                    | 5.16       | 36,758.46                                      | 4.28       | 58,890.22                                      | 4.97       |
| <b>Total Operating Expens</b> | 32,598.02                                    | 8.99       | 36,170.30                                    | 12.70      | 96,450.11                                      | 11.23      | 147,794.58                                     | 12.47      |
| <b>Operating Income</b>       | 329,918.77                                   | 91.01      | 248,726.48                                   | 87.30      | 762,376.44                                     | 88.77      | 1,037,762.64                                   | 87.53      |
| <b>Change in Net Positi</b>   | \$ 329,918.77                                | 91.01      | \$ 248,726.48                                | 87.30      | \$ 762,376.44                                  | 88.77      | \$ 1,037,762.64                                | 87.53      |

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

|                               | <u>1 Month Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u>  | <u>1 Month Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u>  | <u>12 Months Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u>    | <u>12 Months Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u>    |
|-------------------------------|--|-------------|--|-------------|--|---------------|--|---------------|
| <b>Revenue</b>                |  |             |  |             |  |               |  |               |
| Property Tax Income           | \$ 0.00                                      | 0.00        | \$ 0.00                                      | 0.00        | \$ 170,050.00                                  | 100.00        | \$ 164,213.00                                  | 100.00        |
| <b>Total Revenue</b>          | <u>0.00</u>                                  | <u>0.00</u> | <u>0.00</u>                                  | <u>0.00</u> | <u>170,050.00</u>                              | <u>100.00</u> | <u>164,213.00</u>                              | <u>100.00</u> |
| <b>Operating Expenses</b>     |  |             |  |             |  |               |  |               |
| TIF-Cache Public Schools      | 0.00   | 0.00        | (3,909.65)                                   | 0.00        | 0.00   | 0.00          | 0.00   | 0.00          |
| TIF-Comanche Cty Commissio    | 0.00   | 0.00        | 6.80   | 0.00        | 4,019.06                                       | 2.36          | 3,890.42                                       | 2.37          |
| TIF-Comanche County Hlth De   | 0.00   | 0.00        | 1.71   | 0.00        | 1,005.75                                       | 0.59          | 973.56   | 0.59          |
| TIF-Great Plains Tech Center  | 0.00   | 0.00        | 10.13  | 0.00        | 5,991.28                                       | 3.52          | 5,799.50                                       | 3.53          |
| TIF - Lawton Public Schools   | <u>0.00</u>                                  | <u>0.00</u> | <u>3,916.49</u>                              | <u>0.00</u> | <u>5,780.00</u>                                | <u>3.40</u>   | <u>3,916.49</u>                                | <u>2.39</u>   |
| <b>Total Operating Expens</b> | <u>0.00</u>                                  | <u>0.00</u> | <u>25.48</u>                                 | <u>0.00</u> | <u>16,796.09</u>                               | <u>9.88</u>   | <u>14,579.97</u>                               | <u>8.88</u>   |
| <b>Operating Income</b>       | <u>0.00</u>                                  | <u>0.00</u> | <u>(25.48)</u>                               | <u>0.00</u> | <u>153,253.91</u>                              | <u>90.12</u>  | <u>149,633.03</u>                              | <u>91.12</u>  |
| <b>Change in Net Positi</b>   | <u>\$ 0.00</u>                               | <u>0.00</u> | <u>\$ (25.48)</u>                            | <u>0.00</u> | <u>\$ 153,253.91</u>                           | <u>90.12</u>  | <u>\$ 149,633.03</u>                           | <u>91.12</u>  |

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

|                                 | <u>1 Month Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u>  | <u>1 Month Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u>  | <u>12 Months Ended</u><br><u>Jun. 30, 2025</u> | <u>Pct</u>  | <u>12 Months Ended</u><br><u>Jun. 30, 2024</u> | <u>Pct</u>  |
|---------------------------------|--|-------------|--|-------------|--|-------------|--|-------------|
| <b>Revenue</b>                  |  |             |  |             |  |             |  |             |
| <b>Operating Expenses</b>       |  |             |  |             |  |             |  |             |
| Development Assistance          | 53,915.14                                    | 0.00        | 0.00   | 0.00        | 616,103.17                                     | 0.00        | 0.00   | 0.00        |
| <b>Total Operating Expenses</b> | <u>53,915.14</u>                             | <u>0.00</u> | <u>0.00</u>                                  | <u>0.00</u> | <u>616,103.17</u>                              | <u>0.00</u> | <u>0.00</u>                                    | <u>0.00</u> |
| <b>Operating Income</b>         | <u>(53,915.14)</u>                           | <u>0.00</u> | <u>0.00</u>                                  | <u>0.00</u> | <u>(616,103.17)</u>                            | <u>0.00</u> | <u>0.00</u>                                    | <u>0.00</u> |
| <b>Change in Net Positi</b>     | <u>\$ (53,915.14)</u>                        | <u>0.00</u> | <u>\$ 0.00</u>                               | <u>0.00</u> | <u>\$ (616,103.17)</u>                         | <u>0.00</u> | <u>\$ 0.00</u>                                 | <u>0.00</u> |

# **Lawton Community STEM Program FUNDING AGREEMENT**

This Professional Services Agreement (this "Agreement") is made by and between Lawton Economic Development Authority (LEDA) and Friends of the Lawton Public Library. (Grantee). Funding has been approved in the amount listed below for use during the period beginning on July 18, 2025, and ending December 31, 2025.

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

1. Execution of this Agreement by the Grantee and the LEDA (Grantor).
2. Grantee's acknowledgment, by execution of this Agreement, that Grantee, its agents, successors, and assigns, agree that as a condition to receiving funds to perform according to the terms of this Agreement. The Grantor shall provide financial support to the Grantee for the implementation and operation of programs that aim to assist students in developing STEM-related skills and career opportunities. The primary focus of the program shall be on academic and hands-on learning activities related to science, technology, engineering, and mathematics. The funding of this program by the LEDA is explicitly recognized as a contribution to the betterment of the community, and the activities supported by this funding are hereby acknowledged to serve a public purpose and provide significant benefits to the citizens of Lawton.
3. LEDA agrees to provide funds to Grantee in the amount specified in their approved budget (Exhibit B) for the services to be performed under this Agreement as indicated in the attached STEM Funding Request Form (Exhibit A) from the proceeds of the designated STEM funding from the STEDI Project Plan and received by LEDA and allocated through this Agreement, the funds provided to GRANTEE under this Agreement shall not exceed Twelve Thousand Dollars (\$12,000.00) The Grantee's receipt of such funds shall be subject to LEDA's collection of sufficient designated STEM funding from the STEDI Project Plan to cover this agreement. All claims submitted to LEDA must be presented in writing. No account or claim may be paid by LEDA unless it has been reviewed and approved by the Executive Director and an entry of the account or claim made in the proper books kept for that purpose. Only expenditures approved as a part of the budget shall be paid based on properly documented claims.
4. The Executive Director will be responsible for monitoring compliance with the requirements for claims for payment submitted under this Agreement and will promptly report in writing possible non-compliance to the Grantee.
5. Grantee shall submit a Monthly Report to the Executive Director together with an

invoice for services rendered during the prior month. The Executive Director shall forthwith review the Monthly Report and invoice to verify work performed and activities set forth therein meet the requirements of this Agreement. The Executive Director may request any additional information needed to fully document Grantee's work in furtherance of the objectives set forth in this Agreement and the Scope of Work. The Executive Director shall complete his or her review within ten (10) business days of the submission of the Monthly Report and invoice by Grantee and, if found to be satisfactory, shall submit the Monthly Report to LEDA and the invoice will be processed for payment; provided, if the Executive Director reasonably finds that the Monthly Report or invoice are not satisfactory, he or she may withhold such notification until any deficiencies in the Monthly Report or invoice have been corrected by Grantee.

6. The Grantee understands and agrees that the payment of funds by LEDA to Grantee under this Agreement shall be limited to the amount of funds specified in this Agreement.
7. Upon the expiration or termination of this Agreement, any portion of the approved budget that remains unused will remain with LEDA. LEDA reserves the right to reallocate any unused funds to other projects or initiatives that align with its objectives, and the Grantee shall have no claim or entitlement to any portion of said funds.

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

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

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

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

- opportunities in STEM fields.
4. Include measurable criteria and provide measurable results.
- D. Maintain specific data and provide a detailed report (as provided below) to LEDA and the STEM Board.
1. Annual Report - Grantee will complete an annual report to the LEDA and the STEM Board by December 31, 2025. The report shall include data reflecting how funds were used, the results, the numbers served, and the outcomes achieved.
- E. Financial Audit Requirement – LEDA reserves the right to conduct a financial audit at any time during the term of this agreement to ensure compliance. The audit may include an examination of financial records, statements, reports, contracts, receipts, and invoices. The Grantee agrees to maintain records for five (5) years and to cooperate fully with the audit process.
- F. Annual Application Process - Funds must be applied for annually. Continued funding is contingent upon approval by the LEDA, the STEM Board, and funding availability.
- G. Additional Requirements - LEDA may set additional requirements, including revisions of measurement methods or incremental funding based on progress.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

Lawton Economic Development Authority

\_\_\_\_\_  
Fred Fitch, Chairman

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY ATTORNEY

GRANTEE APPROVAL:

\_\_\_\_\_  
Name and Title of Authorized Representative (Please Print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed



# City of Lawton

## Public Utilities Department

---

E-mail: [publicutilities@lawtonok.gov](mailto: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

August 15, 2025

Mr. Richard Rogalski, PE  
LEDA Executive Director

RE: Fisher 59 Pay Application 005

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 005 to be paid in the amount of \$48,280.04.

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: 5**

**DATE: 7/31/2025**

| ITEM NO. | DESCRIPTION OF WORK                     | SCHEDULED VALUE           |                     | WORK COMPLETED     |               | MATERIALS PRESENTLY STORED |            | TOTAL COMPLETED AND STORED TO DATE |        | BALANCE TO FINISH |        | RETAINAGE        |        | INVOICE PROVIDED |        | INVOICE AMOUNT |        | INVOICE PAID |        | LIEN RELEASE PROVIDED |        |        |
|----------|---|---------------------------|---------------------|--------------------|---------------|----------------------------|------------|------------------------------------|--------|-------------------|--------|------------------|--------|------------------|--------|----------------|--------|--------------|--------|-----------------------|--------|--------|
|          |   | C                         | D                   | E                  | F             | G                          | H          | I                                  | J      | K                 | L      | M                | N      | O                | P      | Q              | R      | S            | T      | U                     | V      |        |
|          |   | FROM PREVIOUS APPLICATION | THIS PERIOD         | (D+E+F)            | (G/C)         | (H/C)                      | (I/C-G)    | (J/VARIABLE RATE)                  | (K/NO) | (L/NO)            | (M/NO) | (N/NO)           | (O/NO) | (P/NO)           | (Q/NO) | (R/NO)         | (S/NO) | (T/NO)       | (U/NO) | (V/NO)                | (W/NO) | (X/NO) |
| 1        | General Conditions                      | 54,155.00                 | 28,868.19           | 16,142.39          |               | 43,010.58                  | 83%        | 9,144.42                           | Y      | \$ 16,142.39      | Y      | 4,501.06         |        |                  |        |                |        |              |        |                       |        |        |
| 2        | Testing & Inspection                    | 58,750.00                 |                     |                    |               | 0.00                       | 0%         | 58,750.00                          |        |                   |        | 0.00             |        |                  |        |                |        |              |        |                       |        |        |
| 3        | Earthwork                               | 279,479.00                | 154,544.00          |                    |               | 154,544.00                 | 55%        | 124,935.00                         |        |                   |        | 15,454.40        |        |                  |        |                |        |              |        |                       |        |        |
| 4        | Site Utilities- Water/Sewer to building | 526,942.00                | 405,158.01          | 37,502.10          |               | 442,660.11                 | 84%        | 84,281.89                          |        |                   |        | 44,266.01        |        |                  |        |                |        |              |        |                       |        | Y      |
| 5        | Landscape & Irrigation                  | 42,263.00                 |                     |                    |               | 0.00                       | 0%         | 42,263.00                          |        |                   |        | 0.00             |        |                  |        |                |        |              |        |                       |        |        |
| 6        | Site Concrete                           | 565,871.00                |                     |                    |               | 0.00                       | 0%         | 565,871.00                         |        |                   |        | 0.00             |        |                  |        |                |        |              |        |                       |        |        |
| 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%         | 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%         | 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                               |        |                   |        | 1,632.50         |        |                  |        |                |        |              |        |                       |        |        |
|          | Change Order No 1 - Road Extension      |                           |                     |                    |               |                            |            |                                    |        |                   |        |                  |        |                  |        |                |        |              |        |                       |        |        |
|          | Bonds (MAINT)                           | 44,351.00                 | 30,074.66           |                    |               | 30,074.66                  | 68%        | 14,276.34                          |        |                   |        | 3,007.47         |        |                  |        |                |        |              |        |                       |        |        |
| CO1      | <b>TOTALS</b>                           | <b>\$1,720,124.00</b>     | <b>\$684,559.08</b> | <b>\$53,644.49</b> | <b>\$0.00</b> | <b>\$738,203.57</b>        | <b>42%</b> | <b>\$ 981,920.43</b>               |        |                   |        | <b>71,042.61</b> |        |                  |        |                |        |              |        |                       |        |        |
|          | 10% Retainage                           |                           | <b>68,455.91</b>    | <b>5,364.45</b>    |               |                            |            |                                    |        |                   |        |                  |        |                  |        |                |        |              |        |                       |        |        |

*Rusty Whisenhunt* 8/15/2025  
Date

| TOTAL AMOUNT OWED |                    |                    |
|-------------------|--------------------|--------------------|
| REQUEST           | 10% RETAINAGE      | AMOUNT TO BE PAID  |
| 1                 | \$22,688.66        | \$20,419.79        |
| 2                 | \$352,142.11       | \$316,927.90       |
| 3                 | \$249,822.60       | \$224,840.34       |
| 4                 | \$59,905.71        | \$53,915.14        |
| 5                 | <b>\$53,644.49</b> | <b>\$48,280.04</b> |

Rusty Whisenhunt  
Director of Public Utilities  
City of Lawton

# Memo

**To:** Lawton Economic Development Authority (LEDA)  
**From:** Brett Walford  
**cc:** Richard Rogalski  
**Date:** 07/31/05  
**Re:** Request No: **05**– Lawton Redevelopment Agreement Reimbursement

---

In Summary:

Expenses included in this request are:

|                                   |    |           |
|-----------------------------------|----|-----------|
| 1. Bob Moore Construction         | \$ | 48,280.04 |
| 2. Carlson Consulting Engineering | \$ | 0.00      |
| 3. Eller & Dietric                | \$ | 0.00      |
| 4. PSI Testing                    | \$ | 0.00      |
| 5. Project Management             | \$ | 0.00      |

**Amount of reimbursement requested: \$ 48,280.04**

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: 005**

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: \$ 48,280.04**

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 31<sup>st</sup> day of July, 2025.

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

By: [Signature]  
Name: Brett Walford  
Title: President of Prop.

STATE OF TEXAS )  
 ) ss.  
COUNTY OF DENTON )

Before me, a Notary Public in and for said State, on this 31 day of July, 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.

[Signature]  
Notary Public

My Commission number: 129718772  
My Commission expires: 5/19/2026



(SEAL)

\*\*\*\*\*

**THIS SECTION FOR APPROVAL BY LEDA**

Request for Reimbursement No. \_\_\_ approved this \_\_\_ day of \_\_\_\_\_, 202\_\_

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

By: \_\_\_\_\_  
Executive Director

APPLICATION AND CERTIFICATE FOR PAYMENT - AIA Document G702

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

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

APPLICATION NO: **70295-05**  
APPLICATION: Fisher 59 Road  
PERIOD FROM: **1-Jun-25**  
TO: **30-Jun-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

|  |    |              |
|--|----|--------------|
| 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.....       | \$ | 738,203.57   |
| [Column G on G703]                             |    |              |
| 5. RETAINAGE:                                  |    |              |
| a. 10% of Completed Work                       |    |              |
| (Column D + E on G703)                         | \$ | 73,820.36    |
| b. 10% of Stored Material                      |    |              |
| (Column F on G703)                             | \$ | 0            |
| Total Retainage (Line 5a + 5b or               |    |              |
| Total in Column I of G703).....                | \$ | 73,820.36    |
| 6. TOTAL EARNED LESS RETAINAGE.....            | \$ | 664,383.21   |
| (Line 4 less Line 5 Total)                     |    |              |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... | \$ | 616,103.17   |
| (Line 6 from prior certificate)                |    |              |
| 8. CURRENT PAYMENT DUE.....                    | \$ | 48,280.04    |
| (Line 6 less Line 7)                           |    |              |
| 9. BALANCE TO FINISH, PLUS RETAINAGE.....      | \$ | 1,055,740.79 |
| (Line 3 less Line 6)                           |    |              |

|   |                  |                   |
|---|------------------|-------------------|
| Change Orders approved in previous months by Owner: |                  |                   |
|   | <u>ADDITIONS</u> | <u>DEDUCTIONS</u> |
|   | 44,351.00        |                   |
| Approved this Month                                 |                  |                   |
| Number  | <u>ADDITIONS</u> | <u>DEDUCTIONS</u> |
| Date Approved                                       |                  |                   |
| Totals  | 44,351.00        | 0.00              |
| Net change by Change Orders                         | 44,351.00        |                   |

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

CONTRACTOR: **BOB MOORE CONSTRUCTION, INC.**

By: 

Date: 7/10/2025

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

Notary Public:  **Debra Kay Moore**

Subscribed and sworn to before me this 10th day of July 2025, My Comm. Exp. 11/08/2025

Notary Public: **DEBRA KAY MOORE**  
Notary Public, State of Texas  
Notary ID 574100-3

AMOUNT CERTIFIED.....

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

**GABRIEL PROJECT MANAGEMENT, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

| Continuation Sheet<br>AIA DOCUMENT G702. APPLICATION AND CERTIFICATE FOR PAYMENT.<br>containing contractor's signed Certification is attached. |  |                     |                                    |                                    |                     |                      |                  |                   |                     |                            |                   |               |
|--|--|---------------------|------------------------------------|------------------------------------|---------------------|----------------------|------------------|-------------------|---------------------|----------------------------|-------------------|---------------|
| AIA Document G703<br>Project Name: Fisher 59 Road<br>Project # 70295   |  |                     |                                    |                                    |                     |                      |                  |                   |                     |                            |                   |               |
| Item No.   | Description of Work                      | Original            | Changes from Previous Applications | Scheduled Value Change this Period | Current             | Pay Period:          |                  | This Application  |                     | Completed & Stored to Date | Balance to Finish | Retainage 10% |
|  |  |                     |                                    |                                    |                     | Previous Application | Work in Place    | Stored Material   | Delay Days to Date: |                            |                   |               |
| Application : # 70295-05   |  |                     |                                    |                                    |                     | 6/1/2025             | To:              | 6/30/2025         | %                   |                            |                   |               |
|  | General Conditions                       | 54,155.00           | 0.00                               | 0.00                               | 54,155.00           | 28,868.19            | 16,142.39        | 45,010.58         | 83%                 | 9,144.42                   | 4,501.06          |               |
|  | Testing & Inspection                     | 58,750.00           | 0.00                               | 0.00                               | 58,750.00           | 0.00                 | 0.00             | 0.00              | 0%                  | 58,750.00                  | 0.00              |               |
|  | Earthwork                                | 279,479.00          | 0.00                               | 0.00                               | 279,479.00          | 154,544.00           | 37,502.10        | 154,544.00        | 55%                 | 124,935.00                 | 15,454.40         |               |
|  | Site Utilities - Water/Sewer to Building | 526,942.00          | 0.00                               | 0.00                               | 526,942.00          | 405,158.01           | 0.00             | 442,660.11        | 84%                 | 84,281.89                  | 44,266.01         |               |
|  | Landscape & Irrigation                   | 42,263.00           | 0.00                               | 0.00                               | 42,263.00           | 0.00                 | 0.00             | 0.00              | 0%                  | 42,263.00                  | 0.00              |               |
|  | Site Concrete                            | 565,871.00          | 0.00                               | 0.00                               | 565,871.00          | 0.00                 | 0.00             | 0.00              | 0%                  | 565,871.00                 | 0.00              |               |
|  | General Liability Insurance              | 9,916.00            | 0.00                               | 0.00                               | 9,916.00            | 9,916.00             | 0.00             | 9,916.00          | 100%                | 0.00                       | 991.60            |               |
|  | Building Permit                          | 10,000.00           | 0.00                               | 0.00                               | 10,000.00           | 0.00                 | 0.00             | 0.00              | 0%                  | 10,000.00                  | 0.00              |               |
|  | Builders Risk Insurance                  | 1,586.00            | 0.00                               | 0.00                               | 1,586.00            | 1,586.00             | 0.00             | 1,586.00          | 100%                | 0.00                       | 158.60            |               |
|  | Project Contingency                      | 46,469.00           | 0.00                               | 0.00                               | 46,469.00           | 0.00                 | 0.00             | 0.00              | 0%                  | 46,469.00                  | 0.00              |               |
|  | Fee                                      | 63,817.00           | 0.00                               | 0.00                               | 63,817.00           | 37,887.22            | 0.00             | 37,887.22         | 59%                 | 25,929.78                  | 3,788.72          |               |
|  | Payment & Performance Bonds              | 16,525.00           | 0.00                               | 0.00                               | 16,525.00           | 16,525.00            | 0.00             | 16,525.00         | 100%                | 0.00                       | 1,652.50          |               |
| 1  | Road Extension Bonds:                    |                     |                                    |                                    |                     |                      |                  |                   |                     |                            |                   |               |
|  | BMC Bond Fee                             |                     |                                    |                                    |                     |                      |                  |                   |                     |                            |                   |               |
|  | Premier Earthworks Bond Fee              |                     | 6,163.66                           |                                    | 6,163.66            | 6,163.66             |                  | 6,163.66          | 100%                | 0.00                       | 616.37            |               |
|  | WW Builders Bond Fee                     |                     | 15,225.00                          |                                    | 15,225.00           | 9,061.00             |                  | 9,061.00          | 60%                 | 6,164.00                   | 906.10            |               |
|  | Unused Bond Fee                          |                     | 14,850.00                          |                                    | 14,850.00           | 14,850.00            |                  | 14,850.00         | 100%                | 0.00                       | 1,485.00          |               |
|  |  |                     | 8,112.34                           |                                    | 8,112.34            | 0.00                 |                  | 0.00              | 0%                  | 8,112.34                   | 0.00              |               |
| <b>Total</b>   |  | <b>1,675,773.00</b> | <b>44,351.00</b>                   | <b>0.00</b>                        | <b>1,720,124.00</b> | <b>684,559.08</b>    | <b>53,644.49</b> | <b>736,203.57</b> | <b>44%</b>          | <b>981,920.43</b>          | <b>73,820.36</b>  |               |

Bob Moore Construction  
(817) 640-1200

70295 Fisher 59 Road/70295 Values (6)

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: **Fisher 59 Road Expansion**

Job No. **70295**

On receipt by the signer of this document of a check from **Fisher 59 Properties** (maker of check) in the sum of **\$,48,280.04** payable to **Bob Moore Construction, Inc.** (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Fisher 59 Properties** (owner) located **1310 SW Gilbert Gibson Rd. - Lawton, OK 73501** (location) to the following extent: **General Contracting Services thru 6/30/2025** (job description).

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

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

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

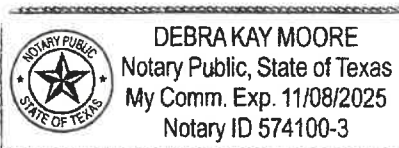
Date 7/10/2025

**BOB MOORE CONSTRUCTION, INC.**

By Tucker O'Neal (Signature)

**Tucker O'Neal, Vice President** (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on 10<sup>th</sup> day of July 2025 to certify which witness by hand and seal of office.



Debra Kay Moore  
Notary Public, State of Texas

70295 Fisher 59 Road Extension - Lawton, Oklahoma

| Pay Application 70295-05 |                                 |   |                   |                         |                   |              | June         |
|--------------------------|---------------------------------|---|-------------------|-------------------------|-------------------|--------------|--------------|
| General Conditions       |                                 |   |                   |                         |                   |              |              |
| Cost Code                | BMC Description                 | Gabriel Description   | Previously Billed | Billed This Application | Completed to Date | Retainage    | Net          |
| 1-222                    | Office Supplies                 | Safety Equipment - Hardhats, Glasses, Harnesses, Nets, Barricades, etc.     | \$ 1,147.33       | \$ 101.20               | \$ 1,248.53       | \$ 124.85    | \$ 91.08     |
| 1-200                    | Job Container                   | Storage Trailer Rental  | \$ 233.81         | \$ 233.81               | \$ 467.62         | \$ 46.76     | \$ 210.42    |
| 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                                    | \$ 381.11         | \$ 2,408.90             | \$ 2,790.01       | \$ 279.00    | \$ 2,168.01  |
| 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   | \$ 3,311.22       | \$ 1,657.89             | \$ 4,969.11       | \$ 496.91    | \$ 1,492.10  |
| 2-550                    | Daily Clean UP / Temp Labor     | Weekly Cleanup (labor, material, and equipment)                             | \$ -              |                         | \$ -              | \$ -         | \$ -         |
| 6-600                    | Final Cleaning                  | Final Cleanup   | \$ -              |                         | \$ -              | \$ -         | \$ -         |
| 1-710                    | Dumpster Pulls                  | Debris Hauling/Removal  | \$ 1,025.50       | \$ 2,038.00             | \$ 3,063.50       | \$ 306.35    | \$ 1,834.20  |
| 2-031                    | Equipment Rental                | Equipment Rental - Air Compressors, Generators, Jack-Hammers, Welders, etc. | \$ 12,004.96      | \$ 8,532.32             | \$ 20,537.28      | \$ 2,053.73  | \$ 7,679.09  |
| 1-560                    | Courier Service (FedEx)         | Courier Expense   | \$ 135.37         |                         | \$ 135.37         | \$ 13.54     | \$ -         |
| 1-590                    | Safety                          | Safety Program Implementation & Management                                  | \$ 526.90         | \$ 1,170.27             | \$ 1,697.17       | \$ 169.72    | \$ 1,053.24  |
| 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     | \$ -         |
|                          | <b>Total General Conditions</b> |   | \$ 28,868.19      | \$ 16,142.39            | \$ 45,010.58      | \$ 4,501.06  | \$ 14,528.14 |
| Subcontractors           |                                 |   |                   |                         |                   |              |              |
|                          |                                 | Testing & Inspection  | \$ -              | \$ -                    | \$ -              | \$ -         | \$ -         |
|                          |                                 | Earthwork - Premier Earthwork   | \$ 154,544.00     | \$ -                    | \$ 154,544.00     | \$ 15,454.40 | \$ -         |
|                          |                                 | Site Utilities - Water/Sewer to Building - Premier Earthwork                | \$ 405,158.01     | \$ 37,502.10            | \$ 442,660.11     | \$ 44,266.01 | \$ 33,751.89 |
|                          |                                 | Landscape & Irrigation  | \$ -              | \$ -                    | \$ -              | \$ -         | \$ -         |
|                          |                                 | Site Concrete   | \$ -              | \$ -                    | \$ -              | \$ -         | \$ -         |
|                          |                                 | General Liability Insurance   | \$ -              | \$ -                    | \$ -              | \$ -         | \$ -         |
|                          |                                 | Building Permit   | \$ -              | \$ -                    | \$ -              | \$ -         | \$ -         |
|                          |                                 | Payment & Performance Bonds   | \$ 16,525.00      | \$ -                    | \$ 16,525.00      | \$ 1,652.50  | \$ -         |
|                          |                                 | Road Extension Bonds  | \$ 30,074.66      | \$ -                    | \$ 30,074.66      | \$ 3,007.47  | \$ -         |
|                          | <b>Total Subcontractors</b>     |   | \$ 606,301.67     | \$ 37,502.10            | \$ 643,803.77     | \$ 64,380.38 | \$ 33,751.89 |
|                          |                                 | 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   | \$ -              |                         | \$ -              | \$ -         | \$ -         |
|                          | <b>SUBTOTAL</b>                 |   | \$ 646,671.86     | \$ 53,644.49            | \$ 700,316.35     | \$ 70,031.64 | \$ 48,280.03 |
|                          |                                 | Fee   | \$ 37,887.22      | \$ -                    | \$ 37,887.22      | \$ 3,788.72  | \$ -         |
|                          | <b>TOTAL</b>                    |   | \$ 684,559.08     | \$ 53,644.49            | \$ 738,203.57     | \$ 73,820.36 | \$ 48,280.03 |



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 \$33,751.89 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 06/30/25 (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).

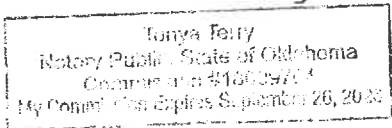
Date 7/31/25

Premier Earthworks (Company name)

By [Signature] (Signature)

owner (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 31 day of July, 2025 to certify which witness by hand and seal of office.



Tonya Terry  
Notary Public, State of Texas  
oklahoma

**CONTINUATION SHEET**

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

APPLICATION NO.: 4  
 APPLICATION DATE: 06/20/25  
 PERIOD TO: 06/30/25  
 PROJECT NO.: 70295

Premier Earthworks

| COST CODE             | A<br>ITEM NUM | B<br>DESCRIPTION OF WORK                  | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED             |                    | E<br>THIS PERIOD | F<br>MATERIALS PRESENTLY STORED (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED TO DATE | H<br>BALANCE TO FINISH (C - G) | I<br>RETAINAGE (IF VARIABLE RATE) |
|-----------------------|---------------|---|----------------------|---------------------------------|--------------------|------------------|---|---|--------------------------------|-----------------------------------|
|                       |               |   |                      | FROM PREVIOUS APPLICATION (D+E) |                    |                  |   |   |                                |                                   |
|                       | 1             | Onsite Cut of Appr 50 yrds                | \$1,500.00           | \$1,500.00                      | -                  | -                | -   | \$1,500.00                              | -                              | \$150.00                          |
|                       | 2             | Onsite Fill of Appr 6,600 yrds            | \$33,000.00          | \$29,700.00                     | -                  | -                | -   | \$29,700.00                             | \$3,300.00                     | \$2,970.00                        |
|                       | 3             | Loose haul in of Appr 6,600 yrds          | \$118,200.00         | \$106,380.00                    | -                  | -                | -   | \$106,380.00                            | \$11,820.00                    | \$10,638.00                       |
|                       | 4             | Silt Fence and Installation Appr 1,800 ft | \$10,800.00          | \$10,800.00                     | -                  | -                | -   | \$10,800.00                             | -                              | \$1,080.00                        |
|                       | 5             | Sanitary Sewer Installation and Materials | \$125,007.00         | \$75,004.20                     | \$37,502.10        | -                | -   | \$112,506.30                            | \$12,500.70                    | \$11,250.63                       |
|                       | 6             | Water Line Installation and Materials     | \$146,696.10         | \$146,696.10                    | -                  | -                | -   | \$146,696.10                            | -                              | \$14,699.61                       |
|                       | 7             | RCP Installation and Materials            | \$203,841.90         | \$183,457.71                    | -                  | -                | -   | \$183,457.71                            | \$20,384.19                    | \$18,345.77                       |
| 2-100                 | 1             | (CO #001)                                 | \$15,225.00          | \$15,225.00                     | -                  | -                | -   | \$15,225.00                             | -                              | \$1,522.50                        |
| <b>PAYMENT TOTALS</b> |               |   | <b>\$654,270.00</b>  | <b>\$568,763.01</b>             | <b>\$37,502.10</b> | <b>-</b>         | <b>\$606,265.11</b>                             | <b>\$48,004.89</b>                      | <b>\$60,626.51</b>             |                                   |



**BOB MOORE CONSTRUCTION, INC.**  
 3811 WILLIAM D TATE AVENUE  
 GRAPEVINE, TX 76051  
 (817) 840-1200

UMB BANK, N.A.  
 KANSAS CITY, MISSOURI  
 18-69  
 1070

3902

DATE: July 10, 2025  
 CHECK NO.: 3902  
 AMOUNT: \$\*\*\*\*\*33,751.89

Pay: \*\*\*\*\*Thirty-three thousand seven hundred fifty-one dollars and 89 cents

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

*[Signature]*

⑈003902⑈ ⑆101000695⑆ ⑆9872767357⑆

103112112< 180624  
 MABREY BANK  
 Drawer/Transf: 01806/0024  
 IIN: 934855910000195

<103112112> 1806 24 08/05/25 U65JPETER

MOBILE CHECK FEED  
 For Deposit only  
 CHECK HERE IF MOBILE DEPOSIT  
FOR DEPOSIT ONLY. SEE YOUR BANK FOR MORE INFORMATION.

**Check Information**

Check Number:0000003902  
 Account Number:9872767357  
 Amount:\$33751.89  
 Post Date:2025-08-06  
 R/T:101000695  
 DIN:83180442

Return Reason:N/A







|                     |               |                        |              |              |
|---------------------|---------------|------------------------|--------------|--------------|
| Report Date:        | June 9th 2025 | Day of Week:           | Prepared by: | JOE CASTILLO |
| Job Number:         |               | Job Location:          |              |              |
| Notice to Proceed:  |               | Start Date:            |              |              |
| Prime Contractor:   |               | Superintendent Name:   |              |              |
| Contractor's Phone: |               | Superintendent's Cell: |              |              |

|                     |            |           |                    |
|---------------------|------------|-----------|--------------------|
| Weather Conditions: | High (°F): | Low (°F): | Precipitation ("): |
| Weather Remarks:    |            |           |                    |
| Site Conditions:    |            |           |                    |

**Work Performed:**  
 Bedded and installed first run of sewer pipe between existing manhole and manhole 8 on the plans. Called for inspection backfilled after passing.

**Installed Piping Items:**

**Testing Performed:**

|  |     |     |    |
|--|-----|-----|----|
|  | N/A | Yes | No |
|--|-----|-----|----|

**Remarks and Issues:**

Has APE boundaries been mark:  Yes  No  If No, please explain:

**Attachments (if any):**

| LABOR FORCE         |                |             | EQUIPMENT   |                  |               |
|---------------------|----------------|-------------|-------------|------------------|---------------|
| Name of Crew Member | Classification | Time In-Out | Description | Equipment ID No. | Hours on Site |
| TOTAL MACHINE HOURS |                |             |             |                  |               |



|                     |                |                        |                           |
|---------------------|----------------|------------------------|---------------------------|
| Report Date:        | June 10th 2025 | Day of Week:           | Prepared by: JOE CASTILLO |
| Job Number:         |                | Job Location:          |                           |
| Notice to Proceed:  |                | Start Date:            |                           |
| Prime Contractor:   |                | Superintendent Name:   |                           |
| Contractor's Phone: |                | Superintendent's Cell: |                           |
| Weather Conditions: | High (°F):     | Low (°F):              | Precipitation ("):        |
| Weather Remarks:    |                |                        |                           |
| Site Conditions:    |                |                        |                           |

**Work Performed:**

Installed the next pipe run between manhole 8 and 7 called for inspection. backfilled after passing inspection.

**Installed Piping Items:**

**Testing Performed:**

N/A Yes No

**Remarks and Issues:**

Has APE boundaries been mark: Yes No If No, please explain:

**Attachments (if any):**

| LABOR FORCE         |                |             | EQUIPMENT   |                  |               |
|---------------------|----------------|-------------|-------------|------------------|---------------|
| Name of Crew Member | Classification | Time In-Out | Description | Equipment ID No. | Hours on Site |
| TOTAL MACHINE HOURS |                |             |             |                  |               |



**REDEVELOPMENT AGREEMENT**

**BY AND AMONG**

**THE CITY OF LAWTON,**

**THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY,**

**THE LAWTON/FT SILL ECONOMIC DEVELOPMENT  
CORPORATION,**

**AND**

**TDG-BG LAWTON, LLC**

**May 11, 2021**

## **REDEVELOPMENT AGREEMENT**

THIS REDEVELOPMENT AGREEMENT (this “Agreement”) is made as of the 11<sup>th</sup> day of May, 2021 (“Effective Date”), by and among the City of Lawton, a municipal corporation (the “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, a private not-for-profit corporation (“LEDC”), and TDG-BG Lawton, LLC, a Texas limited liability company (“Redeveloper”).

### RECITALS

A. On November 26, 2019, the City Council of the City of Lawton (“City Council”) adopted the Non-Retail Business Economic Development Assistance Policy, Council Policy 1-11 (“Policy”) for the attraction, evaluation, and public support for investment and development of non-retail businesses in the community.

B. As authorized by the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.*, as amended (“Local Development Act”), City Council adopted the Skills Training, Education, Development and Investment (STEDI) Project Plan (“Project Plan”) on December 10, 2019, in order to provide legal authorization and potential financial support for approved public and private expenditures in connection with the City’s approved Policy.

C. The Project Plan furthers the City’s desire to promote economic development by creating competitive industrial development opportunities within the City of Lawton as a method of retaining and expanding employment in the area, attracting major investment, enhancing the tax base, stimulating economic growth, improving the community’s quality of life, and otherwise strengthening the community.

D. The Redeveloper desires to develop certain real property located in Lawton, Oklahoma as more particularly described on **Exhibit A** attached hereto (“Property”) which is within the boundaries of the increment district initially designated as Increment District “L” in the Project Plan, which development will be leased to a third party by Redeveloper who shall operate the development (the “Operator”).

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other as follows:

#### **1. SCOPE OF AGREEMENT.**

1.1. Overview of the Redevelopment. The development is comprised of the Redeveloper’s acquisition of approximately eight (8) acres of real property, construction of an approximately 70,000 square foot build-to-suit warehouse and distribution center, and construction of those public improvements more particularly described and in the plans described in the schedule attached hereto as **Exhibit B** (collectively, the “Public Improvements”) as necessary for the proposed development (collectively, the “Redevelopment”), which will be leased to the

Operator. Redeveloper expects to invest not less than \$8.5 million in the Redevelopment (inclusive of the Public Improvements).

1.2. Public Assistance. The City will provide assistance in development financing to Redeveloper in an amount equal to the actual costs of the Public Improvements that serve the Redevelopment, not to exceed \$750,000, in accordance with the terms of this Agreement.

## **2. CONDITIONS PRECEDENT.**

2.1. Conditions Precedent to the City's and LEDA's Obligations. The City and LEDA shall have no obligation to perform their respective obligations hereunder until all of the following conditions have been satisfied:

(a) Redeveloper has submitted, and the City has approved, the Design Development Documents and Construction Documents for the Redevelopment and associated Public Improvements.

(b) Redeveloper has obtained all permits and approvals necessary to construct and operate the Redeveloper in a commercially reasonable manner.

(c) The City has been provided with a copy of the Option Agreement dated February 22, 2021, between LEDC and Choyce Peterson, Inc. ("Original Optionee"), which is being assigned by Original Optionee to Redeveloper, with respect to the Redeveloper's purchase of the Property from LEDC.

(d) All parties have executed this Agreement.

(e) The City Council has approved a resolution for the activation of the Increment District (which approval will be obtained by the City concurrent with the City's approval of this Agreement); provided, however, payment to the Redeveloper of the Total Assistance (hereafter defined) is not contingent upon the activation of the Increment District.

## **3. LEDC OBLIGATIONS.**

3.1. Sale of Property. LEDC currently owns the Property upon which the Redevelopment is to be constructed by Redeveloper and which will thereafter be managed and operated by the Operator. LEDC and Original Optionee have executed an Option Agreement dated February 22, 2021, which will be assigned by Original Optionee to Redeveloper, pursuant to which LEDC agreed to sell the Property to Redeveloper. Provided Redeveloper's obligations under this Agreement and the Option Agreement have been satisfied, LEDC will sell and convey fee simple title to the Property to the Redeveloper in accordance with the terms and conditions of the Option Agreement.

3.2. Delivery of Sales Proceeds to City. Within thirty (30) days of the closing on the sale of the Property to the Redeveloper, LEDC shall deliver or transfer to the City all proceeds

from the sale of the Property for the City's use in providing Redeveloper with the Total Assistance pursuant to Section 4.3 of this Agreement.

#### **4. CITY OBLIGATIONS.**

4.1. Activation of Increment District No. 4, City of Lawton. Pursuant to the Project Plan and the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, the City will approve a resolution activating Increment District No. 4, City of Lawton ("Increment District No. 4"), currently designated Increment District No. "L" in the Project Plan.

4.2. Public Improvements. The Public Improvements to be constructed and dedicated to the City include the extension of SW Rex Madeira (a/k/a Gilbert Gibson), with culverts to convey major drainage, flumes and bar ditches; installation of 12" water line along the roadway; removal of existing sanitary sewer line, and installation of new 12" sanitary sewer line and as further shown and described on **Exhibit B** attached hereto. The Redeveloper will prepare and submit to the City the plans for the Public Improvements which shall be subject to review, approval and acceptance by the City Council. The Redeveloper shall be obligated to modify the plans for the Public Improvements as the City reasonably deems necessary and appropriate to comply with City standards and ordinances; provided, if any modifications to the plans result in an increased cost of the Public Improvements above the Total Assistance (as defined below), the amount of the Total Assistance may be adjusted by the written agreement of the City and the Redeveloper; provided further, no modifications to the plans for the Public Improvements to expand the scope of the Public Improvements (as opposed to modifications required to comply with City standards and ordinances) may be required without the prior consent of the Redeveloper. The City will inspect the Public Improvements during construction for conformance with the City's standards. Following construction, as-built plans and the necessary maintenance bonds will be submitted to the City for acceptance by the City Council. Except as provided by said maintenance bonds, the City will maintain and operate all Public Improvements.

4.3. Assistance in Development Financing. Provided Redeveloper's and LEDC's obligations under this Agreement have been satisfied, and upon completion of construction of the Public Improvements, the City's receipt from Redeveloper of the invoices reflecting the cost of the Public Improvements (in such form and detail as may be required by the City), inspection by the City, and acceptance by the City Council, the City, using its funds together with the funds provided by LEDC pursuant to Section 3.2, will reimburse Redeveloper for the actual cost of construction of the Public Improvements, provided that such reimbursement shall not, in any event, exceed \$750,000.00 ("Total Assistance"). The Total Assistance will be payable to Redeveloper within sixty (60) days from the date of City Council's acceptance of the Public Improvements in accordance with the requirements set forth in this Section 4.3 of this Agreement. If the Total Assistance has not been paid within thirty days of the date payment is due, then the unpaid amount shall accrue interest at a rate of 5% per year until the entire Total Assistance (and accrued interest) is paid to Redeveloper.

#### **5. LEDA OBLIGATIONS.**

5.1 LEDA will reimburse the City and LEDC in the respective amounts that each contributed toward the Total Assistance provided to the Redeveloper in support of the

Redevelopment in accordance with Section 4.3 of this Agreement, which will be payable solely from the available real property and business personal property increment generated by and collected from Increment District No. 4, as Public Improvement Costs and Project Support Costs pursuant to Sections X.A. and X.B. of the Project Plan, in annual payments, commencing in year one of Increment District No. 4 and continuing thereafter through year 25 of Increment District No. 4, or when the City and LEDC have each been fully reimbursed, whichever is sooner.

## **6. REDEVELOPER OBLIGATIONS.**

6.1. Property. Redeveloper hereby agrees to acquire fee simple title to the Property from LEDC in accordance with the terms and conditions of the Option Agreement.

6.2. Redevelopment. In accordance with the provisions of this Agreement, Redeveloper shall cause the Redevelopment to be constructed on the Property. In connection with the Redevelopment, the Redeveloper shall construct the Public Improvements and dedicate them to the City, subject to the City's review and approval. Redeveloper shall invest no less than Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) for the development and construction of the Redevelopment, inclusive of the cost of the Public Improvements.

6.3. Design Documents. Redeveloper shall submit to the City and LEDA for review and approval Design Development Documents which shall consist of schematic drawings, design documents and other documents to fix and describe the design, scale, size and character of the Redevelopment, including, without limitation, materials, colors and other such information and details as may be requested by the City or LEDA in accordance with the City's building ordinance ("Design Development Documents"), and the Construction Documents submitted in conformance therewith.

6.4. Commencement and Completion Dates. Redeveloper shall commence construction of the Redevelopment on or before December 31, 2021 and shall use commercially reasonable efforts to ensure that the Project is operational on or before December 31, 2022.

6.5. Financing. Redeveloper hereby represents and warrants that it has sufficient financing that, together with the assistance in development financing being provided hereunder, will enable Redeveloper to complete the Redevelopment as contemplated by this Agreement. By execution of this Agreement, the City, LEDA and LEDC consent to and approve of the collateral assignment of this Agreement to Redeveloper's lender who is providing the financing of the Project, which is secured by a first lien on the Property.

6.6. Antidiscrimination During Construction. The Redeveloper, for itself, its successors and assigns, and any contractor with whom Redeveloper has contracted for the performance of work on the Property, agrees that in the construction of the Redevelopment, the Redeveloper shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

6.7. Other Requirements Applicable to Construction. Redeveloper, its successors and assigns, shall use commercially reasonable efforts to require its contractors, subcontractors, and vendors engaged in connection with the construction and development of the Redevelopment to

purchase all building items, construction materials, and personal property for delivery to the construction site using Redeveloper's street address in Lawton, Oklahoma or any Lawton street address, for such purchases and deliveries in such a manner that Oklahoma and Lawton sales and/or use taxes shall be applicable to each purchase that exceeds \$10,000. This provision applies to all purchases, including, without limitation, materials, supplies, equipment and personal property purchased via telephone or internet. In addition, Redeveloper shall use commercially reasonable efforts to provide reports and invoices to the City and LEDA and verify that sales and/or use tax is collected based on the Lawton point of delivery for all building items, construction materials, and personal property. Notwithstanding the preceding, in the event the sales and/or use taxes applicable for delivery of the purchased materials, equipment, or personal property to the construction site or another street address in Lawton, Oklahoma are greater than the sales and/or use taxes for delivery of the materials, equipment or personal property to another location, then such purchases may be excluded from this obligation; provided Redeveloper submits a report to the City and LEDA describing the difference in the sales and/or use taxes, in form and substance as the City and LEDA may require.

6.7.1 Agreements with Contractors, Subcontractors and Vendors. In order to ensure the generation and tracking of tax increments, it is essential that Redeveloper and all contractors, subcontractors, and vendors pay the appropriate sales and/or use taxes on building items, construction materials, and personal property in connection with the construction and development of the Redevelopment. Redeveloper agrees to use commercially reasonable efforts to include the following provision in all contracts with its contractors, subcontractors, and vendors:

*Contractors, Subcontractors, and Vendors shall cause all construction purchases in excess of \$10,000 to be delivered to the construction site, or another street address in Lawton, Oklahoma for such purchases and deliveries in such a manner that Oklahoma and Lawton sales and/or use taxes shall be applicable to the purchase. Subcontractors shall provide reports and invoices to Contractor and verify that sales and/or use tax is collected based on the Lawton point of delivery for all building items and construction materials. If purchases for delivery to a Lawton, Oklahoma location is not feasible, Redeveloper shall be advised promptly to seek approval for an exception.*

Redeveloper agrees to use commercially reasonable efforts to obtain from all contractors, subcontractors, and vendors complete and certified monthly itemized registers in the form provided by LEDA or the City, with original receipts evidencing such purchases in excess of \$10,000, within thirty (30) days of the end of each month during construction and development of the Project. The Redeveloper will provide the City with a list of all contractors, and subcontractors and vendors rendering work and services to the Redevelopment with contracts of \$50,000.00 or more it intends to use on the Redevelopment.

6.8 Local, State and Federal Laws. The Redeveloper shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

6.9 Indemnification. The Redeveloper shall defend, indemnify, assume all responsibility for, and hold LEDA, LEDC and the City and their respective elected and appointed

officers and employees and agents, harmless from, all costs (including reasonable attorney's fees and costs), claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of LEDA, LEDC or the City, their officers, employees and agents) for injury or damage to property and injuries to persons, including death, to the extent determined to be caused directly or indirectly by any of the Redeveloper's activities under this Agreement, whether such activities or performance thereof be by the Redeveloper or anyone directly or indirectly contracted with or employed by the Redeveloper and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, *et seq.* of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Redeveloper owns or has control of real property pursuant to any of Redeveloper's activities under this Agreement, but excludes Redeveloper's liability for any conditions of the Property that existed prior to Redeveloper's acquisition of the Property from LEDC or those conditions caused by any party not under Redeveloper's control. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City and LEDA from liability.

#### 6.10 Liability Insurance.

6.10.1 In addition to the indemnification of LEDA, LEDC and the City required in Section 6.9 hereof, the Redeveloper shall take out and maintain, or cause the general contractor(s) for the Redevelopment to take out and maintain, during the period set forth in subsection (D) of this Section, a commercial general liability policy in the amount of at least \$1,000,000.00 for any person, \$2,000,000.00 for any occurrence, and \$1,000,000.00 property damage.

6.10.2 The Redeveloper shall furnish or cause to be furnished a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the City, LEDC and LEDA as additional insureds under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the City, LEDC and LEDA by certified mail of any modification, cancellation or termination of the coverage at least 30 days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Redeveloper shall be primary insurance and not contributing with any insurance maintained by LEDA, LEDC or the City, and the policy shall contain such an endorsement. The required certificate shall be delivered to the City, LEDC and LEDA at the time of execution of this Agreement.

6.10.3 The Redeveloper shall also furnish or cause to be furnished to the City, LEDC and LEDA evidence satisfactory to the City, LEDC and LEDA that any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this

Agreement carries workers' compensation insurance as required by law.

6.10.4 The insurance obligations set forth in this Section shall remain in effect until issuance of a final certificate of occupancy for the Redevelopment.

6.11 Taxes Assessments, Encumbrances and Liens. Redeveloper shall pay, or cause to be paid, when due all sales taxes, business personal property and real estate taxes and assessments on the Property which the Redeveloper is responsible to pay. Nothing herein shall be deemed to prohibit Redeveloper from contesting the validity or amounts of any tax assessment, encumbrance or lien, or to limit the remedies available to Redeveloper with respect thereto.

6.12 Other Actions. Redeveloper agrees to take such other reasonable actions as may be appropriate or desirable to support the implementation of the Redevelopment including, by way of example, executing such supplemental agreements and covenants, if any, (including covenants running with the Property) as may be reasonably necessary or appropriate to implement this Agreement, for the financing of project costs pursuant to the Project Plan, for furnishing information reasonably requested by the City, LEDA, or LEDC, and in other matters that may be of benefit to the Redevelopment.

## 7. [RESERVED]

## 8. REPRESENTATIONS AND WARRANTIES

8.1. Redeveloper Representations and Warranties. The Redeveloper represents, warrants, and covenants that:

A. The Redeveloper is a limited liability company duly organized and existing under the laws of the State of Texas. Prior to acquisition of the Property, Redeveloper will be authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its operating agreement, articles of organization, and any other agreement governing the Redeveloper, or any law of the State of Oklahoma affecting Redeveloper's ability to perform under this Agreement.

B. Before the Redeveloper commences construction of the Redevelopment, the Redeveloper shall have executed a lease with the Operator with a minimum ten-year term.

C. The Redeveloper shall perform its obligations hereunder with diligence and complete the Redevelopment as set forth herein.

D. The Redeveloper has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of the Redeveloper in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by such Redeveloper or the consummation of the transactions contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, or other laws affecting creditor's rights generally and subject to general principles of equity.

E. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its operating agreement, articles of organization, and any other agreement governing the Redeveloper or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Redeveloper is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

F. To the actual knowledge of the undersigned representative of the Redeveloper (without personal liability for such undersigned representative of the Redeveloper), there is not currently pending any action, suit, proceeding or investigation, nor, is any such action threatened which, if adversely determined, would materially adversely affect the Redeveloper or the Redevelopment, or impair the ability of the Redeveloper to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

G. The Redeveloper has not paid or given and will not pay or give any officer, employee or agent of the City, LEDC or LEDA any money or other consideration for obtaining this Agreement. The Redeveloper further represents that, to its actual knowledge and belief, no officer, employee or agent of the City, LEDC or LEDA who exercises or has exercised any functions or responsibilities with respect to the Redevelopment during his or her tenure, or who is in a position to participate in a decision making process with regard to the Redevelopment, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Redevelopment, or in any activity, or benefit therefrom, during or after the term of this Agreement.

H. Neither this Agreement nor any statement or document referred to herein or delivered by the Redeveloper pursuant to this Agreement contains any statement which Redeveloper knows to be untrue or omits to state a material fact actually known to Redeveloper that is necessary to make the statements made herein or therein not misleading in any material respect.

## **9 DEFAULT; REMEDIES.**

9.1 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Agreement:

A. A material default by the Redeveloper in the performance or observance of any covenant or condition contained in this Agreement, any instrument executed pursuant to this Agreement, or under the terms of any other instrument delivered to the City, LEDC or LEDA in connection with this Agreement, including, without limitation, the material falsity or breach by Redeveloper of any of representation, warranty or covenant, Redeveloper's failure to submit the Design Development Documents and Construction Documents to the City, or the Redeveloper's failure to obtain evidence of financing capacity satisfactory to the City, LEDC and LEDA;

B. A material variance from the approved Construction Documents without prior written consent of the City;

C. Any representation, statement, certificate, schedule or report made or furnished to the City, LEDC or LEDA with respect to the matters and transactions covered by this Agreement which proves to be intentionally false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Redeveloper fails to take or cause to be taken corrective measures satisfactory to the City, LEDC and LEDA within 30 days after written notice; or

D. The initiation of bankruptcy or receivership proceedings by or against the Redeveloper and the pendency of such proceedings for 60 days.

9.2 Remedies; Termination. The City will provide the Redeveloper with notice and 30 days opportunity to cure any Event of Default described in Section 9.1; *provided*, that, if such Event of Default is not reasonably capable of being cured within such 30-day period and Redeveloper promptly begins undertaking actions to cure its default or breach and thereafter pursues such cure with reasonable diligence, then Redeveloper's time period to cure such default shall continue until such Event of Default is cured or Redeveloper is no longer pursuing such cure with reasonable diligence. The City will provide written notice to Redeveloper identifying all specific action(s) or omission(s) of Redeveloper constituting a default. In the event Redeveloper fails to promptly begin undertaking actions to cure its default or breach and thereafter pursue such cure with reasonable diligence, the City may exercise any and all available remedies, including, without limitation termination of this Agreement and all assistance in development financing and make demand for immediate payment in full of any funds previously provided or expended by the City in its efforts to support the Redevelopment.

9.3 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party, or any successor in interest, of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

## **10. GENERAL PROVISIONS.**

10.1 Rights of Access. For the purpose of ensuring compliance with this Agreement, prior to issuance of the certificate of occupancy for the Redevelopment, representatives of the City, LEDC, and LEDA shall have the right of access to the Property, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Public Improvements and all other improvements comprising the Redevelopment, so long as they comply with applicable safety rules and do not unreasonably interfere with the activities of the Redeveloper. Except in the case of an

emergency, prior to any such access, such representatives of the City, LEDC and LEDA will check in with the on-site manager. All such representatives of the City, LEDC and LEDA shall carry proper identification, shall ensure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The City, LEDC and LEDA agree to cooperate with the Redeveloper in facilitating access by the Redeveloper to the Property for construction purposes, provided that the City, LEDC and LEDA shall incur no financial obligations therefor.

10.2 Conflict of Interest; Representatives of the City, LEDA, and LEDC Not Individually Liable. No official or employee of the City, LEDA or LEDC shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are parties to this Agreement. No official or employee of any of the City, LEDA or LEDC shall be personally liable to Redeveloper or any assignee or successor in interest in the event of any default or breach by the City, LEDA or LEDC, or for any amount which becomes due to Redeveloper under this Agreement.

10.3 Applicable Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. Any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought in the Comanche County District Court or the United States District Court for the Western District of Oklahoma, as applicable, and each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. The parties agree that any party may file a copy of this Section with such court as written evidence of the knowing, voluntary and bargained agreement among the parties irrevocably to waive any objections to venue or to convenience of forum.

10.4 Relationship of the Parties. The undertaking of this Agreement is a complex process which will require the mutual agreement of the parties and their timely actions on matters appropriate or necessary to implementation. The parties hereto shall use commercially reasonable efforts to perform their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the parties hereto or render any party liable for any of the debts or obligations of any other party.

10.5 Severability; Entire Agreement. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties hereto with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than as contained herein.

10.6 Assignment. Redeveloper may not assign this Agreement without the prior written approval of LEDA, LEDC and the City, such approval not to be unreasonably withheld,

delayed or conditioned; provided however, as indicated in Section 6.5 of this Agreement, an assignment to Redeveloper's lender does not require approval of LEDA, LEDC or the City.

10.7 Modification; Amendment. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement may only be amended by written approval of LEDA, the City, LEDC, and Redeveloper.

10.8 Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons or entities, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person or entity.

10.9 Time is of the Essence. The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

10.10 Authority; Headings. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

10.11 Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally by a nationally recognized overnight carrier, to:

If to the City:

City of Lawton  
212 S.W. 9<sup>th</sup> Street  
Lawton, OK 73501  
Attention: City Manager

If to LEDA:

Lawton Economic Development Authority  
212 S.W. 9<sup>th</sup> Street  
Lawton, OK 73501  
Attention: Chairman

With a copy to:

Center for Economic Development Law  
301 N. Harvey Ave., Suite 100  
Oklahoma City, OK 73102  
Attention: Dan Batchelor and Lisa Harden

If to LEDC:

Lawton Fort-Sill Economic Development Corporation  
P.O. Box 1376  
Lawton, OK 73502  
Attn: Brad Cooksey, President

If to Redeveloper:

TDG-BG Lawton, LLC  
6116 N. Central Expressway, Suite 617  
Dallas, Texas 75206  
Attention: Richard Turcotte

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

10.12 Binding Effect; Survival. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The representations, warranties, covenants and undertakings of the parties set forth in this Agreement shall survive the execution and delivery of this Agreement and continue in full force and effect until the later of (a) the date on which this Agreement has been fully performed in accordance with its terms and (b) the date on which the Increment District is terminated.

10.13 Extension of Times for Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended (except with respect to the provisions regarding the timing of payment of money), where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: delays attributable to acts of God, any other party to this Agreement (for example, a delay in transfer of possession), strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy, casualty, epidemics and pandemics, including COVID-19, and quarantine restrictions, but shall not include delays attributable to financial difficulties of such party. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the parties to this Agreement.

10.14 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by any other party to consummate more effectively the purposes or subject matter of this Agreement.

10.15 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' and accountants' fees.

10.16 Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Facsimile or e-mailed .pdf copies of this Agreement shall be valid for all purposes.

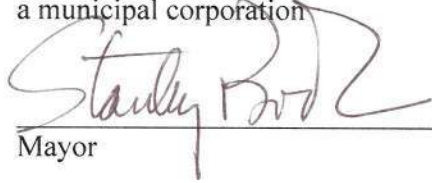
10.17 Construction of this Agreement. Each of the parties acknowledges that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

This Redevelopment Agreement is hereby approved by the City as of the Effective Date.

**CITY:**

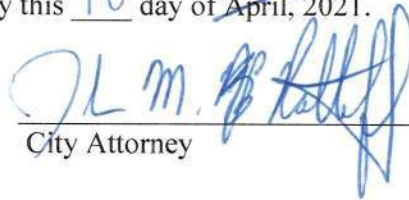
**CITY OF LAWTON,**  
a municipal corporation

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

**APPROVED** as to form and legality this 18 day of <sup>June</sup> April, 2021.

  
\_\_\_\_\_  
City Attorney

This Redevelopment Agreement is hereby approved by LEDA as of the Effective Date.

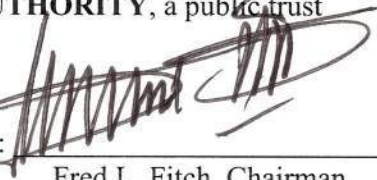
LEDA:

LAWTON ECONOMIC DEVELOPMENT  
AUTHORITY, a public trust

Attest:

  
Secretary

By:

  
Fred L. Fitch, Chairman

This Redevelopment Agreement is hereby approved by LEDC as of the Effective Date.

**LEDC:**

**LAWTON/FORT SILL ECONOMIC  
DEVELOPMENT CORPORATION,**  
a not-for-profit corporation

Attest:

  
Secretary

By:   
Brad Cooksey, President



EXHIBIT A

Legal Description of the Property

***Plat Boundary Description Lawton Airport Industrial Park, Part 2,  
Lawton, Oklahoma***

Lot 2, Block 1, Lawton Airport Industrial Park, Part 1, Lawton, Oklahoma;

and

A Tract of land that is part of the Southeast Quarter (SE/4) of Section Thirteen (13), Township One (1) North, Range Twelve (12) West of the I.M., Comanche County, State of Oklahoma, said tract of land being described as follows:

Commencing at the Northeast Corner of the Southeast Quarter;  
THENCE N89°31'44"W on the north line of said Southeast Quarter a distance of 81.80 feet;  
THENCE S00°09'45"W a distance of 285.39 feet;  
THENCE S06°08'13"W a distance of 493.89 feet to a point of curve;  
THENCE Southwesterly on a curve to the right having a Radius of 1467.89 feet and an arc distance of 473.27 feet, a chord bearing of S15°22'24"W and a chord length of 471.22 feet;  
THENCE N89°31'44"W a distance of 66.03 feet;  
THENCE N89°31'44"W a distance of 544.80 feet on the north boundary of Lawton Airport Industrial Park, Part 1, to the Point of Beginning;

THENCE N89°31'44"W a distance of 230.43 feet on the north boundary of Lawton Airport Industrial Park, Part 1;  
THENCE S00°10'45"W a distance of 604.28 feet on the west boundary of Lot 2, Block 1 of Lawton Airport Industrial Park, Part 1;  
THENCE S89°27'45"E a distance of 142.29 feet on the south boundary of Lot 2, Block 1 of Lawton Airport Industrial Park, Part 1;  
THENCE S00°10'45"W a distance of 16.25 feet;  
THENCE N89°27'45"W a distance of 560.01 feet;  
THENCE N00°10'45"E a distance of 680.06 feet;  
THENCE S89°31'44"E a distance of 648.15 feet;  
THENCE S00°10'45"W a distance of 60.00 feet to the Point of Beginning containing 6.89 acres more or less.

## EXHIBIT B

### SCHEDULE OF PLANS FOR THE PUBLIC IMPROVEMENTS

| Sheet        | Name                                       | Date          |
|--------------|--|---------------|
| <b>CIVIL</b> |  |               |
| C1           | TITLE SHEET                                | 04/14/2021    |
| C2           | PLAT                                       | 03/26/2021    |
| C3           | SITE AND GRADING PLAN                      | 03/26/2021    |
| C4           | DEMOLITION PLAN                            | 03/26/2021    |
| C5           | PLAN & PROFILE - PROPOSED STREET           | 04/14/2021    |
| C6           | PLAN & PROFILE - 12" SSL                   | 03/26/2021    |
| C7           | STANDARD DETAILS - WATER SYSTEMS - 1       | DEC 2014      |
| C8           | STANDARD DETAILS - WATER SYSTEMS - 2       | 06/12/2015    |
| C9           | STANDARD DETAILS - SANITARY SEWER - 1      | JULY 2014     |
| C10          | STANDARD DETAILS - SANITARY SEWER - 2      | MARCH 2012    |
| C11          | STANDARD DETAILS - EROSION CONTROLS - 1    | 06/17/2013    |
| C12          | STANDARD DETAILS - EROSION CONTROLS - 2    | DEC 2013      |
| C13          | STANDARD DETAILS - SECONDARY CHANNELS      | FEBRUARY 2012 |
| C14          | STANDARD DETAILS - SUBDIVISION STREETS - 1 | MARCH 2012    |
| C15          | STANDARD DETAILS - SUBDIVISION STREETS - 2 | MARCH 2012    |
| C16          | ODOT DETAIL - HEADWALL MPA-1A-13           | 12/17/1988    |

**ECONOMIC DEVELOPMENT AGREEMENT**

**BY AND AMONG**

**THE CITY OF LAWTON,**

**THE LAWTON ECONOMIC DEVELOPMENT**

**AUTHORITY**

**AND**

**REPUBLIC PAPERBOARD COMPANY, LLC**

**December 1, 2019**

## ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the 1<sup>st</sup> day of December, 2019 (“Effective Date”), by and among the City of Lawton, a municipal corporation (the “City”), the Lawton Economic Development Authority (“LEDA”), a public trust having as its beneficiary the City of Lawton, and Republic Paperboard Company, LLC, a Delaware limited liability company (“Republic”).

### RECITALS

A. LEDA has an interest in promoting economic development by creating competitive industrial development opportunities within the City of Lawton as a method of retaining and expanding employment in the area, attracting major investment, enhancing the tax base, stimulating economic growth, improving the community’s quality of life, and otherwise strengthening the community.

B. Republic operates an existing manufacturing plant located on approximately 70 acres of real property owned by Republic within the West Side Industrial Park in Lawton, Oklahoma (“Property”), where it employs 145 employees, with a core business in manufacturing the face and back paper used to produce annually 310,000 tons of gypsum paperboard, as well as brown and white bag papers, and high-performance linerboard products used in the manufacture of boxes (collectively, the “Facilities”).

C. Republic has proposed an economic development project pursuant to which Republic will: (1) make a \$94 million capital investment in both personal and real property and (2) create 20 new permanent quality jobs with an average compensation of approximately \$108,006.00 per year per position (collectively, the “Project Expansion”).

D. LEDA recognizes that the provision of quality jobs is essential to the economic well-being of the City of Lawton.

E. As authorized by the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.*, as amended (“Local Development Act”), the City Council of the City of Lawton will be requested to consider adopting and approving the Lawton Industrial Economic Development Project Plan (“Project Plan”) that establishes, among others, a 25-year increment district, to be designated “Increment District No. Three, City of Lawton” (“Increment District”), for the real property on which the Facilities are located, with the assistance in development financing provided for as Section 3.3 hereof.

F. The Project Plan will envision the Project Expansion and Republic’s continued operation of its Facilities within the Increment District, which will generate substantial capital investment and create significant new employment within the Increment District.

G. In order to create a competitive industrial development opportunity and recognizing the significant costs associated with the Project Expansion, LEDA wishes to incentivize Republic with respect to the Project Expansion by providing for economic development incentives in the

form of a reimbursement of a portion of the business personal property taxes generated by the ad valorem taxes in the Increment District, subject to the conditions and terms described in this Agreement.

H. Implementation of the Project Expansion and the Project Plan will increase employment in the area, attract major investment, enhance the tax base and make possible investment, development and economic growth which would otherwise be difficult or impossible without the apportionment of business personal property taxes as public assistance to the Project Expansion.

## AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other as follows:

### **1. NATURE OF THE AGREEMENT.**

1.1. Scope of the Project Expansion. The Project Expansion contemplates Republic's investment in real property comprised of an additional 17,400 square foot finished goods warehouse, 4,800 square foot motor storage building, 5,670 square foot bulk tank storage building and a 1,400 square foot air compressor building, together with a raw material replacement system that would eliminate the dependence on white fiber and would also expand overall production capacity by 22%, by replacing the white fiber with a coating system.

Republic expects to invest over \$94 million on the Project Expansion. The proposed Project Expansion is expected to create approximately 20 new jobs with average annual wages of approximately \$108,006.00. The Project Expansion is anticipated to be operational by December 31, 2023.

The Project will help to expand employment, bring new residents to the area, and stimulate additional private development in the area and will be financed from a combination of public and private sources, including apportionment of ad valorem tax increments from the increment districts created under the Project Plan. The assistance in development financing provided through the Increment District will help enable Republic to expand its Facilities.

1.2. Public Assistance. In accordance with provisions to be laid out in the Project Plan and this Agreement, LEDA will provide assistance in development financing to Republic in an amount approximately equal to two (2) times the new net annual payroll for the 20 newly created jobs, which benefit would be payable in years 6 through 25 of the Increment District. The parties acknowledge and agree that Republic shall be responsible for (a) adding twenty (20) new permanent employees at its Facilities who are paid an average annual wage of approximately \$108,006.00; and (b) constructing and completing, or causing the construction and completion of, the Project Expansion, with all costs of the Project Expansion being financed or paid by Republic.

1.3. Relationship of the Parties. The undertaking of this Agreement is a complex process which will require the mutual agreement of the parties and their timely actions on matters

appropriate or necessary to implementation. The parties hereto shall use commercially reasonable efforts to perform and to assist others in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the parties hereto or render any party liable for any of the debts or obligations of any other party.

1.4. Compliance with Applicable Laws and Regulations. The parties hereto shall comply with applicable federal, state, and local laws and regulations.

## **2. CONDITIONS PRECEDING PROJECT DEVELOPMENT.**

The following are conditions to the performance of the parties' other obligations under this Agreement:

### 2.1. Conditions Precedent to Republic's Obligations.

- (a) Receipt by Republic of all permits and approvals necessary to construct and operate the Project Expansion in a commercially reasonable manner.
- (b) The full execution of this Agreement by all of the parties.
- (c) Approval by the City Council of Lawton of the Project Plan and creation of the Increment District.

### 2.2. Conditions Precedent to LEDA's Obligations.

- (a) The full execution of this Agreement by all of the parties.
- (b) Approval by the City Council of Lawton of the Project Plan and creation of the Increment District.
- (c) Evidence of financing provided by Republic in an amount sufficient to perform and complete the Project Expansion as provided in this Agreement.
- (d) Commencement and commercially reasonable diligence in construction and completion of the Project Expansion by Republic.
- (e) Evidence of the total capital investment made by Republic in connection with the Project Expansion and that the total assessed value of the investment is no less than \$75 million, in form and substance as LEDA may require.
- (f) Evidence that Republic has added twenty (20) new employees at its Facilities who are paid an average annual wage of \$108,006, for a total additional annual payroll of \$2,160,120.00 ("Net New Project Annual Payroll"), in form and substance as LEDA may require. Actual Net New Project Annual Payroll will be determined by subtracting Republic's total annual payroll as of January 1, 2019 from the total payroll in

full after completion of the Project Expansion and each year thereafter. If it is determined that the Actual Net New Project Payroll is less than \$2,160,120.00 for any given year, the amount of benefit payable to Republic will be decreased proportionately as provided in Section 3.2 below.

(g) Certification by Republic of the total number of full time and part time employees of Republic, the title/positions held by each, and the total annual payroll paid by Republic to its employees, together with such other information and documentation as may be requested by LEDA, all in form and substance as may be required by LEDA (“Employment Certification”). Republic shall provide LEDA with an Employment Certification upon its execution of this Agreement, upon completion of the Project Expansion, and annually thereafter for five years.

(h) The business personal property ad valorem increment generated by and collected from the Increment District is sufficient for LEDA to fulfill its payment obligations hereunder.

### **3. LEDA OBLIGATIONS.**

3.1. Preparation and Submission of Project Plan for City Consideration. The Project Plan will be prepared and tendered to the City Council of the City of Lawton for consideration and commencement of the process for adoption pursuant to the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, the Project Plan and one or more increment districts, including the Increment District for the Project Expansion. The Project Plan to be considered for adoption by the City Council shall in all respects comport with and be sufficient to enable LEDA and Republic to perform the terms of this Agreement.

3.2. Assistance in Development Financing. Provided Republic’s obligations under this Agreement are satisfied, LEDA will provide assistance in development financing to Republic in an amount approximately equal to two times the Net New Payroll in the aggregate amount of \$4,320,240.00 (“Total Assistance”), which will be payable solely from the business personal property ad valorem increment generated by and collected from the Increment District, in annual payments, commencing in year 6 of the Increment District and continuing through year 25 of the Increment District, provided Republic has submitted to LEDA: (a) evidence that Republic has achieved the Net New Project Payroll; (b) an Employment Certification; and (c) evidence of completion of the Project Expansion, in form and substance as may be required by LEDA. If after completion of the project and within the first five year period from the Effective Date of this Agreement the Employment Certification reflects: (i) Republic has employed less than 165 employees at its Facilities, or (ii) a reduction in the agreed upon Net New Project Annual Payroll of \$2,160,120.00, LEDA will reduce its Total Assistance Payment obligation by multiplying the Total Assistance by a fraction, the numerator of which is Republic’s average annual Actual Net New Project Payroll for the first five year period after completion of the Project Expansion (as determined in accordance with Section 2.2(f) above), and the denominator of which is \$2,160,120.00, the agreed upon Net New Annual Project Payroll. The amount of each annual

payment may be determined by LEDA from time to time so long as it meets its obligation hereunder.

#### **4. REPUBLIC OBLIGATIONS.**

4.1. Project Expansion. In accordance with the provisions of this Agreement, Republic shall cause the Project Expansion to be constructed on the Property and shall use commercially reasonable efforts to operate the Facilities as contemplated hereby on a continual basis during the term of the Increment District. Republic shall invest no less than Ninety-Four Million United States Dollars (\$94,000,000 USD) for the development, construction, expansion, and operation of the Project Expansion. Such investment may be made from any source, including without limitation, debt and equity financing, and includes investments for the Project made both prior to and following the date of this Agreement. In the event the total assessed value of the investment is less than \$75,000,000, the Total Assistance described in Paragraph 3.2 above will be reduced proportionally based on the assessed value of the real and personal property improvements added to the tax rolls as a result of the Project Expansion.

4.2. Commencement and Completion Date. Republic shall commence construction of the Project on or before December 1, 2019 and will use commercially reasonable efforts to ensure that the Project is operational on or before December 31, 2023.

4.3. Financing. Republic hereby represents and warrants that it has sufficient financing that, together with the assistance in development financing being provided hereunder, will enable Republic to complete the Project Expansion as contemplated by this Agreement.

4.4. Submission of Documents and Information to LEDA. In the event Republic elects to participate in the Oklahoma Quality Jobs Program, Republic shall submit copies of its application for incentives pursuant to the Oklahoma Quality Jobs Program and any additional information requested by LEDA, within thirty (30) days of Republic submitting its application for the Quality Jobs Program and/or within thirty (30) days of receipt of a request for information from LEDA.

4.5. Other Actions. Republic agrees to take such other reasonable actions as may be appropriate or desirable to support the implementation of the Project Expansion including, by way of example, executing such supplemental agreements and covenants, if any, (including covenants running with the Property) as may be reasonably necessary or appropriate to implement this Agreement, for the financing of project costs pursuant to the Project Plan, for furnishing information reasonably requested by LEDA, and in other matters that may be of benefit to the Project Expansion.

4.6. Requirements Applicable to Construction. Republic, its successors and assigns, shall use its best efforts to require its contractors, subcontractors, and vendors engaged in connection with the construction and development of the Project Expansion to purchase all building items, construction materials, and personal property for delivery to the construction site using Republic's street address in Lawton, Oklahoma or any Lawton street address, for such

purchases and deliveries in such a manner that Oklahoma and Lawton sales and/or use taxes shall be applicable to each purchase that exceeds \$10,000. This provision applies to all purchases, including, without limitation, materials, supplies, equipment and personal property purchased via telephone or internet. In addition, Republic shall use its best efforts to provide reports and invoices to the City and LEDA and verify that sales and/or use tax is collected based on the Lawton point of delivery for all building items, construction materials, and personal property. Republic agrees to execute a Memorandum of Understanding which provides specific guidance for sales and use tax reporting. Notwithstanding the preceding, in the event the sales and/or use taxes applicable for delivery of the purchased materials, equipment, or personal property to the construction site or another street address in Lawton, Oklahoma are greater than the sales and/or use taxes for delivery of the materials, equipment or personal property to another location, then such purchases may be excluded from this obligation; provided Republic submits a report to the City and LEDA describing the difference in the sales and/or use taxes, in form and substance as the City and LEDA may require.

4.6.1 Agreements with Contractors, Subcontractors and Vendors. In order to ensure the generation and tracking of tax increments, it is essential that Republic and all contractors, subcontractors, and vendors pay the appropriate sales and/or use taxes on building items, construction materials, and personal property in connection with the construction and development of the Project Expansion. Republic agrees to use its best efforts to include the following provision in all contracts with its contractors, subcontractors, and vendors:

*Contractors, Subcontractors, and Vendors shall cause all construction purchases in excess of \$10,000 to be delivered to the construction site, or another street address in Lawton, Oklahoma for such purchases and deliveries in such a manner that Oklahoma and Lawton sales and/or use taxes shall be applicable to the purchase. Subcontractors shall provide reports and invoices to Contractor and verify that sales and/or use tax is collected based on the Lawton point of delivery for all building items and construction materials. If purchases for delivery to a Lawton, Oklahoma location is not feasible, Republic shall be advised promptly to seek approval for an exception.*

Republic agrees to use its best efforts to obtain from all contractors, subcontractors, and vendors complete and certified monthly itemized registers in the form provided by LEDA or the City, with original receipts evidencing such purchases in excess of \$10,000, within thirty (30) days of the end of each month during construction and development of the Project.

4.6.2 Available Incentive on Collected Sales and/or Use Taxes. For all sales and/or use taxes actually collected by the City which are directly attributable to building items, construction materials, and personal property in connection with the construction and development of the Project Expansion, Republic will be entitled to receive ten percent (10%) of the incremental portion of said collected amounts (which is 2% (the undedicated portion) of the current Lawton 4.125% tax rate), which will be payable to Republic within forty-five (45) days of City's receipt of the applicable sales and/or use taxes.

## 5. REMEDIES.

5.1. Rights and Remedies of the Parties; No Waiver by Delay. The parties shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement, and any delay by the parties in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way; nor shall any waiver in fact made by any of the parties with respect to any specific default by any of the other parties under this Section be considered or treated as a waiver of the rights of such waiving party to any other defaults by any of the other parties with respect to the particular default except to the extent specifically waived in writing.

5.2. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party, or any successor in interest, of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

## 6. GENERAL PROVISIONS.

6.1. Conflict of Interest; Representatives of LEDA Not Individually Liable. No official or employee of LEDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are parties to this Agreement. No official or employee of any of LEDA shall be personally liable to Republic or any assignee or successor in interest in the event of any default or breach by any of LEDA or for any amount which becomes due to Republic under this Agreement.

6.2. Nondiscrimination. Republic agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Republic shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2).

6.3. No Broker. Each party hereto represents to each other party that the obligations pursuant to this Agreement have not involved any broker nor is any party hereto liable for the payment of a brokerage commission in connection with the negotiation of this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective foregoing representation.

6.4. Applicable Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. Any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought in the Comanche County District Court or the United States District Court for the Western District of Oklahoma, as applicable, and each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. The parties agree that any party may file a copy of this Section with such court as written evidence of the knowing, voluntary and bargained agreement among the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in this Section may be served on any party anywhere in the world by the methods set forth in Section 6.11.

6.5. Severability; Entire Agreement. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties hereto with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than as contained herein.

6.6. Assignment. Republic may not assign this Agreement without the prior written approval of LEDA and the City which shall not be unreasonably withheld.

6.7. Modification; Amendment. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement may only be amended by written approval of LEDA, the City, and Republic. In the event the proposed amendment requires a modification of the Project Plan, the procedures outlined in the Local Development Act and approval by the City Council of the City of Lawton shall also be required.

6.8. Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons or entities, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person or entity.

6.9. Time is of the Essence. The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

6.10. Authority; Headings. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

6.11. Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally by a nationally recognized overnight carrier, to:

(a) If to the City:

City of Lawton  
212 S.W. 9<sup>th</sup> Street  
Lawton, OK 73501  
Attention: City Manager

(b) If to LEDA:

Lawton Economic Development Authority  
212 S.W. 9<sup>th</sup> Street  
Lawton, OK 73501  
Attention: Chairman

With a copy to:

Center for Economic Development Law  
301 N. Harvey Ave., Suite 100  
Oklahoma City, OK 73102  
Attention: Dan Batchelor  
Lisa Harden

(c) If to Republic:

Republic Paperboard Company, LLC  
8801 S.W. Lee Blvd.  
Lawton, OK 73505  
Attention: Ray Howard, President

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

6.12. Binding Effect; Survival. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The representations, warranties, covenants and undertakings of the parties set forth in this Agreement shall survive the execution and delivery of this Agreement and continue in full force and effect until the later of (a) the date on which this Agreement has been fully performed in accordance with its terms and (b) the date on which the Increment District is terminated; provided that, notwithstanding the foregoing, the provisions of Section 6.4 shall continue indefinitely with respect to matters, events, or circumstances occurring or arising prior to such date.

6.13. Unavoidable Delays. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, “unavoidable delays” means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party to this Agreement (for example, a delay in transfer of possession), strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such party.

6.14. Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by any other party to consummate more effectively the purposes or subject matter of this Agreement.

6.15. Attorneys’ Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys’ and accountants’ fees.

6.16. Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

6.17. Construction of this Agreement. Each of the parties acknowledges that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES PAGES FOLLOW]

This Economic Development Agreement is hereby approved by Republic, the City, and LEDA as of the Effective Date.

**REPUBLIC:**

**REPUBLIC PAPERBOARD COMPANY, LLC,**  
a Delaware limited liability company

Attest:

\_\_\_\_\_  
Secretary

By: W. Ray Howard  
Ray Howard, President

**LEDA:**

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

Attest:

Imy Dreal  
Secretary

By: [Signature]  
Fred L. Fitch, Chairman

**CITY:**

**CITY OF LAWTON,**  
a municipal corporation

Stanley Bond  
Mayor

Attest:

Jean S. Shuback  
City Clerk

**APPROVED** as to form and legality this 16<sup>th</sup> day of March, 2019.

[Signature]  
City Attorney