AGENDA
Lawton Economic Development Authority
MAY 18, 2023—2:00 PM
City Hall
3rd Floor Conference Room
212 SW 9th Street
Lawton, Oklahoma73501

MEETING CALLED TO ORDER

STATEMENT OF COMPLIANCE WITH OKLAHOMA OPEN MEETING ACT, 25 O.S. § 301-314

ROLL CALL

INTRODUCTION OF GUESTS

BUSINESS ITEMS

1. Consider approving the minutes of the January 11 and February 23, 2023 meetings.

2. Consider approving invoices, requisitions, and all other submitted materials for payment and take action as deemed necessary.

3. Receive Financial Report(s) and take action as deemed necessary.

4. Consider approving a Resolution authorizing and directing the formation of a Financial Implementation Committee and prescribing its responsibilities and appointing a county representative as an ex officio (non-voting) member to the board of trustees of the Lawton Economic Development Authority.

5. Consider approving an Amendment to Mowing and Debris Removal Contract for LEDA and LURA Properties Between the Lawn Wizards, the Lawton Economic Development Authority and the Lawton Urban Renewal Authority.

6. Discuss a request from the Lawton Lodging, LLC, to extend the term of the Amended Function Space License Agreement, which provides for the rebate of the Hotel Occupancy Tax generated by the Hilton Garden Inn for 10 years commencing on March 21, 2014, up to a maximum rebate amount of $3.5 million, for an additional 10 year period, and take action as deemed necessary.

DISCUSSION ITEMS AND REPORTS

ADJOURNMENT

MINUTES
LAWTON ECONOMIC DEVELOPMENT AUTHORITY
BANQUET HALL
LAWTON CITY HALL
JANUARY 11, 2023 11:00A.M.

Fred Fitch, Chair, called the meeting to order at 11:03 AM. in the Banquet Hall. Meeting notice and agenda were posted on the City Hall bulletin board as required by State Law.

ROLL CALL:
PRESENT: Jason Hensley, Fred Fitch, Sean Fortenbaugh (arrived at 11:06am), Randy Warren, David Madigan, David Means, Larry Neal, Ernest Sheppard
ABSENT: Ron Nance

OTHERS PRESENT: Susan Schlecht, Financial Services; John Ratliff, City Attorney; Richard Rogalski, Economic Development Consultant; Brad Cooksey, LEDC; Christie Myers, LEDC; Jeannie Bowden, LEDC; Tonya Anderson, LEDC; Donalynn Blazek-Scherler, Recording Secretary

Statement of Compliance with Oklahoma Open Meeting Act, 25 O.S. 301-314
Chairman Fitch verified the posting of notice and agenda in compliance with the Oklahoma Open Meeting Act with Blazek-Scherler.

Introduction of Guests
No guests to introduce.

BUSINESS ITEMS
1. Consider approving the minutes of the October 20th, November 3rd, November 11th, and November 17th, 2022 meetings.

Motion by Madigan, **Second** by Warren, to approve the minutes of the October 20, November 3, and November 11, 2022 meetings. **AYE:** Warren, Madigan, Means, Neal, Sheppard, Hensley, Fitch. **NAY:** None. ***MOTION PASSED.***

2. Consider approving invoices, requisitions, and all other submitted materials for payment and take action as deemed necessary.

   Schlecht presented the following invoices from October 1, 2022 through January 11, 2023:
   $2,000.00 for the Series 2019 Annual Trust Fee
   $2,500.00 for the Series 2021 Annual Trust Fee
   $506,225.00 for the transfer of funds from TIF 2 to the Apportionment Fund
   $5,328.00, $1,305.00, and $6,169.50 for legal expenses to CEDL.

Motion by Hensley, **Second** by Warren, to approve the expenses for October 1, 2022 to January 11, 2023 as presented. **AYE:** Warren, Madigan, Means, Neal, Sheppard, Hensley, Fitch. **NAY:** None. ***MOTION PASSED.***

3. Receive Financial Report(s) and take action as deemed necessary.

   Schlecht presented the Balance Sheet and Income and Expense Activity Report for October and November 2022 and the LEDA Loan Document as of November 2022. These documents are available in the City Clerk's Office

Motion by Warren, **Second** by Means, to approve the Financial Reports for November and December 2022 as presented. **AYE:** Madigan, Means, Neal, Sheppard, Hensley, Fitch, Fortenbaugh, Warren. **NAY:** None. ***MOTION PASSED.***

EXECUTIVE SESSION ITEMS:

4. Pursuant to Section 307C.11, Title 25, Oklahoma Statutes, consider convening in executive session for 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.

Motion by Hensley, **Second** by Means, to enter into Executive Session. **AYE:** Means, Neal, Sheppard, Hensley, Fitch, Fortenbaugh, Warren, Madigan. **NAY:** None. ***MOTION PASSED.***

The board remained in Executive Session from 11:16AM to 11:51AM. Roll call reflected all members present. No action was taken in Executive Session.

Motion by Warren, **Second** by Hensley, to recommend to the City Council the approval of the basic terms for Project Dub and further authorize the Chairman to execute any documents necessary to proceed with the project. **AYE:** Neal, Sheppard, Hensley, Fitch, Fortenbaugh, Warren, Madigan, Means. **NAY:** None. ***MOTION PASSED.***

DISCUSSION ITEMS:

None.

ADJOURNMENT:

Motion by Means, **Second** by Neal, to adjourn the meeting of January 11, 2023. **AYE:** Sheppard, Hensley, Fitch, Fortenbaugh, Warren, Madigan, Means, Neal. **NAY:** None. ***MOTION PASSED.***

There being no further business, the meeting adjourned at 11:54AM.

MINUTES
LAWTON ECONOMIC DEVELOPMENT AUTHORITY
3RD FLOOR CONFERENCE ROOM OF CITY HALL
LAWTON CITY HALL
FEBRUARY 23, 2023 3:00 P.M.

Fred Fitch, Chair, called the meeting to order at 3:00 PM. in the 3rd floor conference room of City Hall. Meeting notice and agenda were posted on the City Hall bulletin board as required by State Law.

ROLL CALL:
PRESENT: Jason Hensley, Fred Fitch, Sean Fortenbaugh, Randy Warren, David Madigan, David Means, Larry Neal, Ernest Sheppard, Ron Nance

ABSENT: None

OTHERS PRESENT: Susan Schlecht, Financial Services; Tim Wilson, City Attorney's Office; Richard Rogalski, Economic Development Consultant; Brad Cooksey, LEDC; Christie Myers, LEDC; Jeannie Bowden, LEDC; Tonya Anderson, LEDC; Stan Booker, City Council Mayor; George Gill, Ward 4 Representative for City Council; Keith Bridges, Director of Economic Development for Great Plains Technology Center; Roy "Butch" Hooper, Physician Recruiter for Southwestern Medical Center; Kim McConnell, Lawton Constitution; Eric Swanson, Southwest Ledger; Tammy Branstetter, Recording Secretary; Matina Davis, member of the community; William Dirks, member of the community; Bryan Bocek, member of the community

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

Chairman Fitch verified the posting of notice and agenda in compliance with the Oklahoma Open Meeting Act with Branstetter.

Introduction of Guests

William Dirks and Bryan Bocek introduced themselves as members of the Lawton community.

BUSINESS ITEMS

1. Receive Financial Report(s) and take action as deemed necessary.

Schlecht presented the Balance Sheet and Income and Expense Activity Report for December 2022 and January 2023 and the LEDA Loan Document as of January 2023. These documents are available in the City Clerk's Office.

Madigan asked if the Authority should be concerned about the 25% differential on the property income tax.

Schlecht said no – it's typical for property taxes to fluctuate from month to month.

Rogalski said the City of Lawton will be meeting with the Comanche County Treasurer's office tomorrow to ensure everyone is on the same page with regards to the way TIF 3 tax payments are disbursed.

While LEDA is approximately $1.2 million short of the $1.7 million principal loan payment that's due in September of 2023, Chairman Fitch said the Authority should receive State matching funds for the periods of July-December and January-June before this payment is due.

Schlecht noted that LEDA will also continue to receive sales and use tax and property tax payments before the September 2023 principal loan payment is due.

Motion by Means, **Second** by Hensley, to approve the Financial Reports for December 2022 and January 2023 as presented. **AYE:** Madigan, Means, Neal, Sheppard, Hensley, Fitch, Fortenbaugh, Warren, Nance. **NAY:** None. ***MOTION PASSED.***

2. Consider approving a resolution approving the Redevelopment Agreement by and among the City of Lawton, the Lawton Economic Development Authority, the Comanche County Industrial Development Authority, and Westwin Elements, Inc., a Delaware corporation, for the development of a refinery for the refinement of cobalt, nickel, and other critical minerals in the west side industrial park, authorizing all supporting documents and instruments as are necessary and appropriate to implement and carry out the terms of the Redevelopment Agreement, ratifying previously approved development funding in the amount of $10,000,000, and auth0orizing it's expenditure, to be funded from the City's American Rescue Plan Act (ARPA) Revenue Replacement and 2019 Propel CIP monies, of such costs as are necessary and appropriate to construct and install certain public improvements to serve the redevelopment.

   A copy of the Redevelopment Agreement presented at the meeting was sent to Authority members via email, and the Agreement can be obtained from the City Clerk's Office upon request.

   Chairman Fitch said he and Rogalski have worked diligently alongside Paul Ellwanger representing CCIDA, Stan Booker representing the City of Lawton and Brad Cooksey representing the LEDC to draft this Redevelopment Agreement, and the Agreement has been approved by Westwin Elements. He said the version of the Redevelopment Agreement presented to the Authority today is a little different than the version that was presented to the Authority at the last meeting. Chairman Fitch said changes were made to the Agreement to make it as risk-free as possible for the City of Lawton and its citizens as well as all other entities involved.

   Chairman Fitch said the newly drafted version of the Agreement includes wording that would allow for the refining of not only cobalt, but other minerals that are of interest to society such as nickel and lithium. He said the City Attorney's office has also added language to the Agreement to mitigate potential environmental concerns and/or exposure(s) to hazardous materials and to make sure all local, State and Federal laws will be adhered to concerning these matters.

   Chairman Fitch said changes have also been made to the Agreement with regards to the insurance that Westwin will be required to carry during the construction of the plant and while they're running the plant. He said Westwin is used to these types of requirements, and they are willing to adhere to them.

William Dirks asked if the public has had any time to review the newly drafted Agreement before voting for its approval takes place. If not, he asked that voting on the Agreement be delayed for at least a week so that the public may have time to examine it.

Chairman Fitch noted that even if LEDA approves the Agreement, it will still have to go before the City Council for final approval.

Mr. Dirks said he understands, however he feels the public should be more involved with the process considering how much money is involved.

Chairman Fitch said Rogalski will discuss how money initially spent will be recouped.

Rogalski said this project has been in the works for approximately one year. He said the term sheet was made public and officially approved by CCIDA, LEDA, LEDC and the City Council on August 23, 2022. Rogalski said the terms are the same in the newly drafted Agreement with regards to the amount of money being provided to Westwin and the number of jobs Westwin will be providing the community.

Rogalski said the larger community has been working intently on this project for the last 15 years, as we've been improving infrastructure in Lawton's west industrial park. He noted that the CIP, which was passed by City of Lawton citizens, provides economic development funding which makes projects like this possible. Rogalski said the STEDI Project Plan was also approved by the City Council in 2019.

Rogalski explained that according to the Agreement, the redeveloper will make a $150 million improvement on the 480-acre property that is being provided by CCIDA. He said this property is located south of Lee Boulevard, and it encompasses either side of SW 112th Street – 320 acres on one side, and 160 acres on the other side. Rogalski said the 160-acre parcel was recently annexed by the City of Lawton, making the entire project area within Lawton city limits. He said that while currently only the 320-acre parcel falls within the STEDI Project Plan, the Redevelopment Agreement specifies that the STEDI Project Plan will be amended to include the additional 160-acre parcel of land so that the entire project area will fall within the TIF District.

Rogalski said if this Agreement is approved, CCIDA will provide a $2 million cash incentive that will be placed in escrow along with the deed for the property, which is valued at $12 million. He said the City of Lawton will provide a $10 million cash incentive to be placed in escrow. Rogalski said the City of Lawton is committed to constructing the infrastructure necessary for the completion of this development, to include improvements to the water and sewer systems. These improvements are currently estimated at approximately $7.5 million. In exchange for these incentives, Rogalski said the redeveloper will be required to make a $150 million investment -$126 million will come from Westwin, and the remaining $24 million comes from CCIDA and the City of Lawton. Before Westwin can obtain funding and the deed out of escrow, Rogalski said they must provide an unconditional guarantee regarding financing for their portion of $126 million. Westwin will have 180 days to provide this funding evidence. Rogalski said Westwin will have until December 31, 2023, to start the project.

Rogalski said Westwin will be required to show evidence of the creation of new jobs. The redeveloper has committed to providing a total of 2,335 jobs over the course of five years with an average salary of $100,00 per job. Rogalski said the $24 million dollars in funding that will come from CCIDA and the City of Lawton will be provided in the form of a forgivable loan. Rogalski discussed the contingency plan regarding this loan forgivability, which can be found on pages 13 and 14 of the Redevelopment Agreement. An excerpt of this portion of the Agreement reads as follows:

"Forgivability of this loan will be contingent upon the Redeveloper (1) completing Phase 1 of the Redevelopment and placing the Refinery into operation on or before the Completion Date, (2) providing reasonable evidence of the Minimum Investment, and (3) satisfying the minimum new employment criteria for each of the first five operational years of the Refinery, subject to the conditions set forth below ("Employment Milestones").

Operation Year	Employment Milestone	Credit Per Employee	Credit for Achieving Employment Milestone
Year 1	200	$3,909.75	$781,950
Year 2	684	$3,909.75	$2,674,629
Year 3	1,168	$3,909.75	$4,566,588
Year 4	1,752	$3,909.75	$6,847,927
Year 5	2,335	$3,909.75	$9,129,266
			$24,000,000

A credit in the amount of $3,909.75 is established for each employee who fulfills the eligibility requirements for forgiveness of the Total Public Assistance for each twelve-month period during the five years following the date of issuance of the final certificate of occupancy for Phase 1 of the Redevelopment (each being an "Operation Year"). Eligibility for the credit requires Redeveloper to employ the total number of full-time employees indicated above for each Operation Year's Employment Milestone, at an average annual compensation of $100,000.00 plus benefits. For purposes of eligibility for the credit, "full-time employees" means one full-time position which provides a regular work schedule of at least 35 hours per week or two part-time positions which provide for a part-time schedule collectively averaging at least 25 hours per position per week, for each Operation Year. There shall be no credit given for employees who do not meet the eligibility requirements.

Performance of the Employment Milestone for each Operation Year 1 through 5 will be monitored by LEDA and the City. As provided in Section 2.14, Redeveloper shall provide LEDA and the City, certified copies of the Redeveloper's quarterly reports it submits to the Oklahoma Employment Security Commission (OESC) with social security numbers omitted including the name and number of full-time and part-time employees employed at the Refinery, and shall provide the total and average annual employee compensation, separating wages and employee benefits, together with such additional information that LEDA and the City may request.

If the Employment Milestone is met in full for each Operation Year, a credit will be earned in the amounts indicated above for each Operation Year, provided all other obligations have been satisfied by Redeveloper. If Redeveloper satisfies the Employment Milestone in full for Operation Years 1 through 5, Redeveloper will have earned a credit equal to the Total Public Assistance, forgiving and releasing the Redeveloper's obligation to repay any portion of the Total Public Assistance.

In the event the Employment Milestone is not satisfied for Operation Years 1 through 4, the Redeveloper shall only receive credit for that year based on the actual number of employees that meet the eligibility requirements. The credit will be calculated by multiplying the number of eligible employees for the given Operation Year by $3,909.75 ("Credit"). By way of illustration and not limitation, if Redeveloper provides evidence that 100 full-time employees were employed at the Refinery for Operation Year 1 for no less than 12 consecutive months and were paid an average annual compensation of $100,000 plus benefits, Redeveloper will be eligible for and will earn a Credit for those 100 eligible employees, in the amount of $390,950.00, but will have not earned a Credit, or met its obligations, with respect to the other 100 employees required to fulfill the Employment Milestone for Operation Year 1, and payment for such shortfall may become due after Operation Year 5. Exceeding the Employment Milestone in in Operation Years 2, 3, 4, or 5 by that same margin (100 employees in this example) would be sufficient to offset the shortfall for Operation Year 1. In no event, however, will the Redeveloper be given Credit for more than the Total Public Assistance.

LEDA will provide Redeveloper with a written statement reflecting the amount of the Credit earned for each Operation Year. If it is determined that Redeveloper has not earned $24 million in Credit, equal to the Total Public Assistance, after Operation Year 5, the Redeveloper will be allowed an extended period of time, not to exceed one (1) additional Operational Year ("Extended Employment Milestone Period"), to satisfy in the Employment Milestone as is needed for Redeveloper to earn the entire $24 million Credit. If it is determined that Redeveloper has not earned $24 million in Credit, equal to the Total Public Assistance, following the Extended Employment Milestone Period, Redeveloper shall be in default of its obligations hereunder and shall be obligated to repay a portion of the Total Public Assistance ("Default Payment"). The amount of the Default Payment shall be determined by subtracting the total amount of the Credit earned during Operation Years 1 through the Extended Employment Milestone Period from the Total Public Assistance. The Default Payment shall be made by Redeveloper within 30 days from the date LEDA issues its written statement following the Extended Employment Milestone Period, which will include the amount of the Default Payment due. The Redeveloper's payment obligation hereunder shall be secured by a lien on the Property, which shall be released upon performance of the Employment Milestone for Operation Years 1 through the Extended Employment Milestone Period, or Redeveloper's payment of the Default Payment.

7.2 Forgivable Promissory Notes. To further secure the Redeveloper's obligations to repay the Total Public Assistance, or a Default Payment, as applicable, Redeveloper shall deliver to the City an executed Promissory Note in substantially the form attached hereto as **Exhibit D**, in the principal amount of the Assistance in Development Financing, and to CCIDA an executed Promissory Note in substantially the form attached hereto as **Exhibit D**, in the principal amount of the CCIDA Loan. In the event of performance of the Employment Milestone for Operation Years 1 through the Extended Employment Milestone Period, as set forth above, the Notes will be cancelled."

EXHIBIT D

Form of Promissory Note

$10,000,000.00 **Lawton, Oklahoma**

______________, 2023

FOR VALUE RECEIVED, WESTWIN ELEMENTS, INC., a Delaware corporation (the "Borrower"), promises to pay to the order of the CITY OF LAWTON, a municipal corporation (the "Lender"), at 212 S.W. 9th Street, Lawton, Oklahoma, or at such other place as may be designated in writing by the Lender, the principal sum of Ten Million and No/100 Dollars ($10,000,00.00), subject to the terms and conditions set forth below.

This Note is issued by the Borrower and accepted by the Lender pursuant to that certain Redevelopment Agreement dated the _____ day of __________, 2023 entered into by the Borrower, the Lender, the Lawton Economic Development Authority, a public trust having as its beneficiary the City of Lawton, and the Comanche County Industrial Development Authority, a public trust ("CCIDA") (the "Redevelopment Agreement"). Unless herein defined, or where the context otherwise requires, all capitalized terms used herein shall have the meaning subscribed to them in the Redevelopment Agreement.

In accordance with the terms of the Redevelopment Agreement, and upon satisfaction of the conditions precedent described therein, the Lender and CCIDA have agreed to provide the Borrower with assistance in development financing to support the Redevelopment and specifically to assist with the creation of high-quality jobs in Lawton. Lender agreed to provide Borrower with a loan in the amount of $10,000,000.00, and the CCIDA agreed to provide Borrower with a loan in the amount of $2,000,000.00, and to convey fee simple title to certain real property located in Lawton, Comanche County, Oklahoma, to Borrower, by special warranty deed recorded in the real estate records of Comanche County, State of Oklahoma ("Deed"), all on terms and conditions set forth in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement and the Deed, Borrower is obligated to (1) complete Phase 1 of the Redevelopment and place the Redevelopment into operation on or before the Completion Date, (2) provide evidence of the Minimum Investment, and (3) satisfy the Employment Milestones, as more particularly described, and subject to the conditions set forth, in Section 7 of the Redevelopment Agreement ("Performance Obligations").

This Note is due and payable in the event of a default by Borrower of the Performance Obligations, or in the event of termination of the Redevelopment Agreement, in accordance with the provisions of Section 11 of the Redevelopment Agreement, unless the Performance Obligations have been fully satisfied strictly in accordance with the terms of the Redevelopment Agreement, in which event this Note will be cancelled. A Default Payment will be due and payable in the event of partial performance of the Employment Milestones described in Section 7 of the Redevelopment Agreement.

In the event of a continued breach of the Performance Obligations or termination of the Redevelopment Agreement, after passage of applicable cure periods as set forth in the Redevelopment Agreement, this Note shall be immediately due and payable. If payment is not received within ten (10) days of demand, the full amount of this Note will bear interest at the rate of fifteen percent (15%) per annum until paid by Borrower.

No waiver by Lender of any default under this Note or under the Redevelopment Agreement will be deemed to constitute a waiver of any other or future default.

The Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the Lender's rights hereunder, the Borrower will pay to such Lender its reasonable attorney's fees and all court costs and other expenses incurred in connection therewith.

This Note is issued by the Borrower and accepted by the Lender pursuant to the Redevelopment Agreement, executed, delivered and to be performed in Comanche County, Oklahoma and accordingly, the law governing this Note shall be Oklahoma law.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date first above written.

WESTWIN ELEMENTS, INC.,
a Delaware corporation

By: ____________________
Name: ____________________
Title: ____________________

Form of Promissory Note

$2,000,000.00 **Lawton, Oklahoma**

______________, 2023

FOR VALUE RECEIVED, WESTWIN ELEMENTS, INC., a Delaware corporation (the "Borrower"), promises to pay to the order of the COMANCHE COUNTY INDUSTRIAL AUTHORITY, a public trust (the "Lender"), at P.O. Box 2334, Lawton, Oklahoma, or at such other place as may be designated in writing by the Lender, the principal sum of Two Million and No/100 Dollars ($2,000,00.00), subject to the terms and conditions set forth below.

This Note is issued by the Borrower and accepted by the Lender pursuant to that certain Redevelopment Agreement dated the _____ day of __________, 2023 entered into by the Borrower, the Lender, the City of Lawton, a municipal corporation ("City"), and the Lawton Economic Development Authority, a public trust having as its beneficiary the City of Lawton (the "Redevelopment Agreement"). Unless herein defined, or where the context otherwise requires, all capitalized terms used herein shall have the meaning subscribed to them in the Redevelopment Agreement.

In accordance with the terms of the Redevelopment Agreement, and upon satisfaction of the conditions precedent described therein, the Lender and the City agreed to provide the Borrower with assistance in development financing to support the Redevelopment and specifically to assist with the creation of high-quality jobs in Lawton. The City agreed to provide Borrower with a loan in the amount of $10,000,000.00, and the Lender agreed to provide Borrower with a loan in the amount of $2,000,000.00, and to convey fee simple title to certain real property located in Lawton, Comanche County, Oklahoma, to Borrower, by special warranty deed recorded in the real estate records of Comanche County, State of Oklahoma ("Deed"), all on terms and conditions set forth in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement and the Deed, Borrower is obligated to (1) complete Phase 1 of the Redevelopment and place the Redevelopment into operation on or before the Completion Date, (2) provide evidence of the Minimum Investment, and (3) satisfy the Employment Milestones, as more particularly described, and subject to the conditions set forth, in Section 7 of the Redevelopment Agreement ("Performance Obligations").

This Note is due and payable in the event of a default by Borrower of the Performance Obligations, or in the event of termination of the Redevelopment Agreement, in accordance with the provisions of Section 11 of the Redevelopment Agreement, unless the Performance Obligations have been fully satisfied strictly in accordance with the terms of the Redevelopment Agreement, in which event this Note will be cancelled. A Default Payment will be due and payable in the event of partial performance of the Employment Milestones described in Section 7 of the Redevelopment Agreement.

In the event of a continued breach of the Performance Obligations or termination of the Redevelopment Agreement, after passage of applicable cure periods as set forth in the Redevelopment Agreement, this Note shall be immediately due and payable. If payment is not received within ten (10) days of demand, the full amount of this Note will bear interest at the rate of fifteen percent (15%) per annum until paid by Borrower.

No waiver by Lender of any default under this Note or under the Redevelopment Agreement will be deemed to constitute a waiver of any other or future default.

The Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the Lender's rights hereunder, the Borrower will pay to such Lender its reasonable attorney's fees and all court costs and other expenses incurred in connection therewith.

This Note is issued by the Borrower and accepted by the Lender pursuant to the Redevelopment Agreement, executed, delivered and to be performed in Comanche County, Oklahoma and accordingly, the law governing this Note shall be Oklahoma law.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date first above written.

WESTWIN ELEMENTS, INC.,
a Delaware corporation

By: ____________________________
Name: ________________
Title: __________________

Rogalski said this project is incorporated into the STEDI Project Plan. LEDA is responsible for receiving incoming TIF District revenue and dispersing this funding according to guidelines set forth in the STEDI Project Plan. Rogalski said there will also be a Memorandum of Understanding put together between LEDA, CCIDA and the City of Lawton that will establish guidelines for refunding CCIDA and the City of Lawton for their investments. According to the projections, Rogalski said it's likely it will take approximately ten years for CCIDA and the City of Lawton to be fully recompensed. He said this is largely because not all incoming TIF District revenue will be designated to paying back CCIDA and/or the City of Lawton – portions of the revenue must go to various taxing entities involved (e.g., the schools, Comanche County and the Health Department) as well as STEM education.

Rogalski said the revenues for this project are projected at $35.8 million over the course of 25 years. Rogalski said there are also plans to provide a sales tax increment in an attempt to pay back the City faster. He said this will involve a formulated approach where we will be capturing the sales tax of the new employee positions created by Westwin. The revenues generated from this sales tax is projected at $16.8 million over the course of 25 years. Rogalski said approximately $3.7 million is projected to go towards STEM education through implementation of this project.

Rogalski said the refining process that will take place at this facility is a high-end, patented carbonyl vapor extraction process. In this process, a carbon and oxygen item with a double connection that creates an attraction is ran through the material to pull out the desired element(s) (e.g., cobalt or nickel). Rogalski said the carbon monoxide gas left over from this process is then recycled and used again to repeat the process. Rogalski said the materials left over from this process are no more hazardous than what is started with. He said you're essentially left with dirt and material(s) that comprise a car battery, which can also be recycled.

Rogalski said the proposed facility would be the only nickel and cobalt refinery in the United States. He said China is currently the number one producer of these elements. China produces 75% of the world's cobalt. Rogalski said elements derived from the refining process can also be used in the defense industry.

Rogalski discussed the REMI model, which examines the extended impact of industrial development on a community. While Westwin is projected to bring in 2,335 primary jobs to the community within a five-year period, the REMI model projects an additional 2,500 jobs to support those primary jobs. With the implementation of these new jobs, Rogalski said the community is expected to see a $380 million increase in salary per year. From this increase in salary, the City of Lawton can expect to see about a $3 million increase in sales tax. Rogalski said there should also be an increase in property taxes from these new employees purchasing homes.

Chairman Fitch emphasized that the newly drafted Agreement has added stipulations to mitigate potential environmental hazards that may stem from the refining process. In addition, both the general contractor and subcontractor will be required to carry insurances policies during construction. Chairman Fitch said Westwin will be required to carry an insurance policy with regards to environmental factors and the handling of any byproducts of the refining process.

Rogalski noted that while Westwin will be making an investment of $150 million during Phase One of this project, the Agreement states that Westwin will make extended developments of $300 million in the future.

Chairman Fitch noted that LEDA is not funding this project, but rather managing and dispersing project funding. He stressed that incoming revenue from this project will provide a means of recompensating both CCIDA and the City of Lawton for their investments.

Chairman Fitch said Westwin will be as large of a company as Goodyear Tire and Rubber. He said Goodyear typically expands to a new community once every 75 years. Chairman Fitch said Goodyear build a plant in Lawton just 45 years ago. He said the Goodyear plant was built in 1978 and cost $250 million to be built. As of today, Goodyear has reinvested over $1 billion. Chairman Fitch said the community can expect to see this same sort of long-term investment from Westwin as they make improvements and expansions to their facility.

Chairman Fitch extended his appreciation to all entities that have worked diligently on this project.

Sheppard said he does not have a problem with the Agreement. However, he does have concerns regarding the viability of the project. For example, the mine in Idaho that will be providing Westwin with ore has an estimated lifespan of 7 years. Sheppard said several investment firms throughout the United States that deal with natural minerals are touting this refining process as experimental, which is a red flag. Sheppard said he is also wondering why Westwin will need 480 acres if the initial plant is built on only 10-20 acres. With railcar loads of ore coming into the plant and a cobalt content of only .55 percent coming out of the plant, Sheppard is concerned that much of land surrounding the plant will be filled with dirt, rock and/or other waste products. Sheppard said he hopes the City Council has investigated these types of concerns.

Chairman Fitch said after the lifespan of the mine in Idaho has been exhausted, Westwin can seek out other mining facilities from which to obtain ore. He said the newly patented refining process that will be used at the plant eliminates the hazardous acid-wash method that was traditionally involved in the refining process.

Sheppard asked if the new refining process has been evaluated by anyone other than Westwin (such as an independent chemist).

Chairman Fitch said no.

Rogalski said the company that developed the refining process is CVMR. While this will be the first facility to use the process with cobalt, CVMR has used the refining process on other minerals. They currently operate a plant in Canada. Rogalski said CVMR will own 35% of the proposed cobalt refinery, and they will employ their expertise to ensure Westwin makes a success of this project.

Warren said he finds it impressive that CVMR was recently hired to clean an area that was contaminated with lead.

Chairman Fitch emphasized that currently Russia & China produce the majority of the world's cobalt. He said it's important for the United States to get away from this type of control.

Nance noted there will be no tailings resulting from the refining process – all that will be left is clean dirt. There will be no contamination concerns.

Sheppard asked where the excess dirt will be stored.

Nance said in some instances, farmers would be interested in using the excess dirt for their crops.

Rogalski said the City is always in need of dirt for the landfill.

Chairman Fitch said the CEO of Westwin was in the Congo for many years. While in the Congo, she struck a deal to have cobalt brought in from the Congo, though it will initially be provided from the mine in Idaho. Chairman Fitch said cobalt is very prominent in the Congo.

Chairman Fitch said not only is Cobalt used to manufacture batteries, but it's also used in the space industry, airline industry and the military.

Warren noted that other businesses may be enticed to move to our area once this facility has been established.

Nance noted that the CEO of CVMR, Kamran Khozan, had a recent meeting with Texas Governor Greg Abbott. He said what interested Governor Abbott was all the spinoff businesses that would want to be close to this cobalt refinery.

Warren noted that being close to a cobalt refinery would put companies at an advantage over their competitors because they would save money in shipping costs.

Madigan asked Rogalski to provide more detail on the escrow account. He asked if it would be an interest-bearing account.

Rogalski said the escrow agent is BancFirst, and the account is interest-bearing. Both CCIDA and the City of Lawton will retain their interest, minus the escrow fee (i.e., documentation expenses) and a $2,000 escrow agent fee.

Madigan asked if the Agreement requires any other documentation on behalf of Westwin other than a commitment letter before the escrow funds are released to them.

Rogalski said the Agreement states that Westwin must provide an executed non-conditional commitment letter from each source of funding, and this documentation must be satisfactory to CCIDA, the City of Lawton and LEDA before the funds are released.

Motion by Nance, **Second** by Hensley, to approve a resolution approving the Redevelopment Agreement by and among the City of Lawton, the Lawton Economic Development Authority, the Comanche County Industrial Development Authority, and Westwin Elements, Inc., a Delaware corporation, for the development of a refinery for the refinement of cobalt, nickel, and other critical minerals in the west side industrial park, authorizing all supporting documents and instruments as are necessary and appropriate to implement and carry out the terms of the Redevelopment Agreement, ratifying previously approved development funding in the amount of $10,000,000, and authorizing it's expenditure, to be funded from the City's American Rescue Plan Act (ARPA) Revenue Replacement and 2019 Propel CIP monies, of such costs as are necessary and appropriate to construct and install certain public improvements to serve the redevelopment. **AYE:** Madigan, Means, Neal, Hensley, Fitch, Fortenbaugh, Warren, Nance. **NAY:** None. **ABSTAIN:** Sheppard. ***MOTION PASSED.***

ADJOURNMENT:

Motion by Means, **Second** by Neal, to adjourn the meeting of February 23, 2023. **AYE:** Sheppard, Hensley, Fitch, Fortenbaugh, Warren, Madigan, Means, Neal. **NAY:** None. ***MOTION PASSED.***

There being no further business, the meeting adjourned at 4:08 PM.

LEDA RESOLUTION NO. 2023- 02

RESOLUTION AUTHORIZING AND DIRECTING THE FORMATION OF A FINANCIAL IMPLEMENTATION COMMITTEE AND PRESCRIBING ITS RESPONSIBILITIES, AND APPOINTING A COUNTY REPRESENTATIVE AS AN EX OFFICIO (NON-VOTING) MEMBER TO THE BOARD OF TRUSTEES OF THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, the Lawton Economic Development Authority, a public trust, has been authorized and designated by the City of Lawton to undertake certain responsibilities in connection with the implementation of economic development projects on behalf of the City of Lawton; and

WHEREAS, these responsibilities delegated to the Lawton Economic Development Authority pursuant to project plans adopted by the City of Lawton under the Local Development Act, 62 O.S. §850, *et seq*. ("Act"), include the use, accounting, reporting, and expenditure of tax increment revenues, pursuant to the Act; and

WHEREAS, the success of the authorized economic development activities is directly dependent upon the fulfillment of the financial responsibilities delegated to the Lawton Economic Development Authority; and

WHEREAS, the performance of such responsibilities requires substantial reliance upon and in cooperation with County officials, as well as prompt reporting to City officials; and

WHEREAS, the Board of Trustees deems it appropriate and desirable to form a financial implementation committee to assume performance of these critical responsibilities; and

WHEREAS, an effective financial implementation committee requires the participation of both County and City officials, as well as oversight and direction by the Lawton Economic Development Authority; and

WHEREAS, it is also appropriate and desirable that a County representative be appointed as an ex officio (non-voting) member of the Board of Trustees of the Lawton Economic Development Authority in order to assure close coordination.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Lawton Economic Development Authority as follows:

1. A financial implementation committee is hereby formed to assume responsibilities for accounting, reporting, and ensuring timely distribution and expenditure of tax increment revenues in connection with the City's economic development project activities.

2. The financial implementation committee shall consist of the chairperson of the Lawton Economic Development Authority, a representative of the City finance department who shall be responsible for the City's and the Lawton

Economic Development Authority's accounting functions relating to tax increments, the County Assessor, and the County Treasurer.

3. The Comanche County Central District Commissioner shall be a member of the financial implementation committee and shall also be constituted an ex officio (non-voting) member of the Board of Trustees of the Lawton Economic Development Authority.

4. The financial implementation committee is authorized and directed to meet, coordinate, and timely report on its work in order to assure effective financing and performance of project-related activities and undertakings.

ADOPTED by the Board of Trustees of the Lawton Economic Development Authority this _____ day of ____________, 2023.

LAWTON ECONOMIC DEVELOPMENT AUTHORITY, a public trust

By: ______________________________
Chairman

I, the undersigned, the duly qualified and acting Secretary of the Lawton Economic Development Authority (LEDA), hereby certify that the above and foregoing is a true and complete copy of the Resolution duly adopted by the Board of Trustees of LEDA and of the proceedings of LEDA in the adoption of said Resolution on the date therein set out as shown by the records of my office.

I further certify that in conformity with the Oklahoma Open Meetings Act (Title 25, Oklahoma Statutes, 2001, Section 301-314, inclusive, as amended), notice of this meeting was given in conformity with the requirements of law.

____
Secretary

APPROVED as to form and legality on behalf of the LEDA and LURA on the 17th day of May, 2023.

Greg W. Gibson

Greg Gibson
ASSISTANT CITY ATTORNEY

AMENDMENT TO
MOWING AND DEBRIS REMOVAL CONTRACT FOR LEDA AND LURA PROPERTIES
BETWEEN THE LAWN WIZARDS, THE LAWTON ECONIMIC DEVELOPMENT AUTHORITY AND THE LAWTON URBAN RENEWAL AUTHORITY

This Amendment made as of this 18th day of May, 2023, between the Lawton Economic Development Authority, a public body corporate (hereinafter referred to as the "LEDA"), the Lawton Urban Renewal Authority, a public body corporate (hereinafter referred to as the "LURA") and The Lawn Wizards (hereinafter referred to as "Lawn Wizards").

WHEREAS, LEDA, LURA and Lawn Wizards entered into a mowing and debris removal contract for LEDA and LURA properties on May 18, 2021. The contract states that it will be effective for one (1) year and may be extended twice at the option of LEDA and LURA, for one year.

WHEREAS, LEDA, LURA and Lawn Wizards wish to extend the mowing and debris removal contract for LEDA and LURA properties until May 18, 2024.

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

NOW, THEREFORE, that in consideration of the covenants, agreements and representation hereinafter set forth, it is mutually agreed by the parties hereto that the invitation/contract entered into by the parties is hereby extended until May 18, 2024, with the same terms, prices and conditions.

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

APPROVED as to form and legality on behalf of the LEDA and LURA on the 17th day of May, 2023.

G. W. Gibson
Greg Gibson
ASSISTANT CITY ATTORNEY

LAWTON ECONOMIC DEVELOPMENT AUTHORITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the Lawton Economic Development Authority is made this ______ day of ________, 2023.

LAWTON ECONOMIC DEVELOPMENT AUTHORITY
A Public Body Corporate

ATTEST:

____
Larry Neal, Secretary

By______________________________________
Fred Fitch, Chairman

STATE OF OKLAHOMA)
) §§
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of ___________, 2023, to me known to be the identical person who subscribed the name of Fred L. Fitch, to the foregoing instrument as Chairman of the Lawton Economic Development Authority and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth herein.

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

____
NOTARY PUBLIC
(SEAL)

My Commission Expires: _________________ Commission Number __________________

LAWTON URBAN RENEWAL AUTHORITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the Lawton Urban Renewal Authority is made this ______ day of ________, 2023.

LAWTON URBAN RENEWAL AUTHORITY
A Public Body Corporate

ATTEST:

____
Jacob Brox, Secretary

By______________________________________
Ernest Sheppard, Chairman

STATE OF OKLAHOMA)
) §§
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State, on this ___ day of ________, 2023, to me known to be the identical person who subscribed the name of Ernest Sheppard, to the foregoing instrument as Chairman of the Lawton Urban Renewal Authority and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth herein.

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

____
NOTARY PUBLIC
(SEAL)

My Commission Expires: ________________ Commission Number ________________

THE LAWN WIZARDS

____
By: Rene Gotiear-Bailey CEO

STATE OF OKLAHOMA)
) §§
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____________, 2023, to me known to be the identical person who subscribed the name of Rene Gotiear-Bailey, to the foregoing instrument as Owner of The Lawn Wizards, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth herein.

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

____
NOTARY PUBLIC
(SEAL)

My Commission Expires: ________________ Commission Number ________________

Lawton Economic Development Authority
MOWING BID & CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 219 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Buyer: Richard Rogalski Phone: 580-581-3301	
Date Bid Typed: **04/20/2021**	**Dates Bid Advertised:** **04/27/2021**	**No Bids Received After: 12:00 p.m. Tuesday, May 11th, 2021** **Bid Opening: 1:00 p.m. Tuesday, May 11th, 2021 in 2nd floor conference room of City Hall**	
Contract Number and Title: Mowing and Debris Removal Contract for LEDA and LURA Properties		**Requirements-type Contract:** ☒YES ☐NO	**Contract Period:** **12 Months**
Vendor Name and Point of Contact: LAWN WIZARDS		**Reason for No Bid:**	
Mailing Address: 170 NW LAKEVIEW PLACE		**Terms:**	
City: State: Zip: LAWTON OK 73507		**Delivery:**	
Area Code and Phone Number: 580-583-8089		**FAX Area Code and Phone Number:**	
Federal Employer Identification Number or Social Security Number			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF OKLAHOMA **COUNTY OF** Comanche, of lawful age, being first duly sworn, on oath says that:

Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and officials or employees of the City of Lawton, the Lawton Economic Development Authority, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee or with any LEDA official, or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official, or LEDA official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, the Lawton Economic Development Authority, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton, the Lawton Economic Development Authority, their respective departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: LAWN WIZARDS

Address: 170 NW LAKEVIEW PL.

LAWTON OK 73507

(City, State, Zip)

Phone: 580-583-8089

SIGNATURE OF AUTHORIZED AGENT

RENE GOTIEAR OWNER

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 11th day of May, 2021.

Tamara L Berry

Notary Public

My Commission expires: 6/13/21

NOTARY PUBLIC State of OK
TAMARA L. BERRY
Comm. # 17005511
Expires: 6/13/21

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS CONTRACTS WITH THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY (LEDA) & THE LAWTON URBAN RENEWAL AUTHORITY (LURA) CITY OF LAWTON, OKLAHOMA

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection**. Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with City Clerk and may be examined during normal working hours. As used in this document, "Authority" shall mean either the Lawton Economic Development Authority or the Lawton Urban Renewal Authority *or* both the Lawton Economic Development Authority and the Lawton Urban Renewal Authority, and "City" shall mean the City of Lawton, Oklahoma.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INTIALED**. Do not use white out, correction tape or some other method of masking a correction.

2. **NO BID**: If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided above. Failure to respond three (3) times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.

3. **OBJECTIONS/CHALLENGE**: Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation of Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.

4. **BID OPENING**: Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not delivered will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone or facsimile. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the Authority and are subject to the provisions of the Oklahoma Open Records Act.

5. **WITHDRAWAL OF BID**: Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS**:
   A. At the best interest of the Authority, the right is reserved to:
      1) Award by individual item, group of items, all or none, or a combination thereof.
      2) Award based upon a geographical district basis with one or more suppliers.
      3) To reject any and all bids or waive any minor irregularity or technicality in bids received.

   B. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the Authority, and appropriate documents executed. The Authority reserves the right to add or delete any item from this contract when deemed to be in the Authority's best interest.

7. **ACCEPTANCE OF CONTRACT**: This document constitutes only the bidder/vendor's bid until it is accepted by the Authority and is executed by its Chair on behalf of the Authority.

8. **WAIVER**: The Authority reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the Authority.

9. **CHANGES TO SPECIFICATIONS**: Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The Authority shall make the final determination. Failure to notice the Authority of any deviation from the specification may cause the bid to be rejected at the discretion of the Authority.

10. **MISTAKES**: Bidder/vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at the bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION**: The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURING' NAMES AND APPROVED EQUIVALENTS**: Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form, the manufacturer's name and model number. Bidder/vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES**: Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.

14. **TESTING**: When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.

15. **NONCONFORMANCE TO CONTRACT CONDITIONS**: Items may be tested for compliance with specifications by appropriate testing laboratories or by the Authority. The data derived from any tests for

compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the Authority's Purchasing bidder/vendor mailing list, and the Authority may pursue any and all other remedies available either in equity or by law.

16. **CONDITION AND PACKAGING**: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

17. **INSPECTION, ACCEPTANCE AND TITLE**: Inspection and acceptance will be at destination, unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The Authority accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:

    a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
    b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
    c. Retain the item and its shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
    d. Provide the bidder/vendor with a copy of the carrier's Bill of Landing and damage inspection report.

18. **SAFETY STANDARDS**: Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

19. **SERVICE AND WARRANTY**: Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES**: Failure to make delivery or to meet specifications authorizes the Authority to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein; bidder/vendor upon notice thereof from the Authority shall fail so to do, the Authority may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The Authority may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.

21. **AUTHORIZED USERS**: Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.

22. **LIABILITY**: The bidder/vendor shall hold and save the Authority, and the City of Lawton, their respective departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

23. **PRICES AND TERMS**: Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B. Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.

24. **ACCEPTANCE OF PURCHASE ORDERS**: Bidder/vendor are to accept only those purchase orders issued by and the Authority, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on its designated Forms unless instructed otherwise in the invitation to bid or executed contract agreement.

25. **PRICE ADJUSTMENTS**: Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the Authority, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the bidder/vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidder/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.

26. **SUMMARY OF TOTAL SALES**: The bidder/vendor agrees to furnish the Authority, or their designees, a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.

27. **PAYMENT**:
    a. INVOICING: The vendor shall be paid within a reasonable time after submission of proper certified invoices to the Authority, or their designees, at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
    b. REQUIREMENTS ONLY PURCHASES: The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS, meaning that quantities indicated are only estimates of those actually needed and the actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities ordered and delivered. The Authority does not promise to purchase the quantity shown. The Authority reserves the right to purchase none of the product or more than shown.
    c. TAXES: Purchases by the Authority are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
    d. DISCOUNTS: Bidder/vendors may offer a cash discount for prompt payment; however, such discounts shall be considered in determining the lowest net cost for bid evaluation purposes. Bidder/vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place acceptance of from receipt of correct invoice at the office specified, whichever is later.
    e. All provisions of the Uniform Commercial Code shall be adhered to.

28. **EXTENSION**: At the end of the contract period, or upon the conclusion of a maximum of two (2) extensions thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the Authority and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.

29. **CONFLICT OF INTEREST**: The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter, the City Code, the Authority's chartering documents and by-laws as amended, and any and all memorandums of understanding or agreements made by and between the City of Lawton and the Authority. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions or who is an employee or commissioner of the Authority. Further, all bidder/vendors must disclose the name of any City employee or any employee or commissioner of the Authority who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.

30. **PATENTS AND ROYALTIES**: The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, the Authority, their respective departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention process, or article manufactured or used in the performance of the contract including its use by the Authority. If the bidder/vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES**: The Authority reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.

32. **BANKRUPTCY**: If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the Authority shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the Authority under this contract to the time of such termination.

33. **ASSIGNMENT**: This contract shall not be assigned by the bidder/vendor without written consent of the Authority.

34. **INSURANCE**: If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the Authority, or their designees, showing the Authority as an additional insured there under without cost to the Authority, or the City of Lawton, prior to the awarding of the contract.

    a. General Liability: The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars ($25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars ($125,000) for personal injuries arising from a single occurrence, and one million dollars ($1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the Authority, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and affect such insurance shall be maintained on file with the City Clerk or other designee(s) of the Authority.

b. Automobile Insurance: The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the Lawton City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the Authority, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and affect such insurance shall be maintained of file with the City Clerk or other designee(s) of the Authority.

c. Worker's Compensation: The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the Authority against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and affect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk or other designees of the Authority.

35. **BONDS**: Neither Bidder's Bonds nor Performance Bonds are required unless specifically set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

a. Bidder's Bonds: If required as a part of the specifications of this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the Lawton Economic Development Authority. This amount will be retained by the Authority as damages in the event the successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the Authority, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful bidder/vendors within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.

b. Performance Bonds: If a Performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the Lawton Economic Development Authority. The Bidder's Bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by bidder/vendor. The Performance Bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

36. **TIME OF ESSENCE**: Unless otherwise stated time shall be considered of the essence to this agreement:

a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the Authority's acceptance thereof.

b. This contract shall be inoperative during such period that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

36. **DISCRIMINATION**: Bidder/vendor agrees, in connection with the performance of work under this contract as follows:

a. Bidder/vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this selection.

b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.

c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the Authority. The bidder/vendor may be declared by the Authority ineligible for further contracts with the Authority until satisfactory proof of intent to comply is made by the bidder/vendor.

37. **DISTRIBUTION OF CONTRACT**: One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid who will accept orders and complete deliveries. No additions, deletions or charges of any kind shall be made to this contract by the bidder/vendor.

38. **ADVERTISING**: In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.

39. **TERMINATION FOR CONVENIENCE OF LURA AND/OR LEDA**:

a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the Authority, in whole or in part, whenever it is determined to be in the best interest of the Authority.

b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.

c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.

40. **VENUE**: This contract shall be governed by the Laws of the State of Oklahoma.

41. **OKLAHOMA STATE CONTRACT**: Some items which the Authority solicit bids for are on the Oklahoma State Contract. The Authority is eligible to purchase from the State contract and will check the prices on the State contract and may elect to purchase under that contract without termination of this agreement.

42. **INTEGRATED AGREEMENT**: This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

43. **ENERGY SAVINGS**: Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

Lawton Economic Development Authority and Lawton Urban Renewal Authority

SPECIFICATION

SPECIFICATION NUMBER: **S-131 – LEDA and LEDA**

SPECIFICATION TITLE **Mowing and Debris Removal for LEDA and LURA Properties**

APPROVAL DATE:

1. INTENT

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

2. DEFINITIONS

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

City:	The City of Lawton, Oklahoma
Authority:	The Lawton Economic Development Authority and the Lawton Urban Renewal of the City of Lawton, Oklahoma
Official:	Chairman of LEDA or his designee.
Weeds:	Includes all vegetation at any stage of maturity, except trees or shrubs with a trunk/stem diameter greater than ¾" when measured 4" above the ground surface.

Working Monday through Friday, excluding the following Holidays: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving and Christmas Day.

3. GENERAL

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

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

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

4. SPECIFICATIONS

A. The successful bidder to whom a Contract is awarded shall, within seven (7) days after such award by the Authority, sign and execute the necessary Contract and deliver the required bonds and proofs of insurance.

B. While performing and preparing to perform the services specified in this Contract, Vendor shall be an independent contractor of the Authority, and the City. Vendor agrees to conduct itself in a manner consistent with such status and further agrees that the Vendor, its officials, agents and employees will neither hold themselves out as, nor claim to be, an official, agent or employee of the Authority, or the City by reason of this Agreement, and that it will not by reason of this Agreement make any claim, demand or application for any right or privilege applicable to an official, agent or employee of the Authority, or the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

C. Vendor and/or its insurer shall forever release, defend, indemnify and hold the Authority, the City, and their respective officials and employees harmless from and against any and all damages, loss, theft or destruction of any machinery or equipment used by Vendor in performing this Contract, and from and against any and all losses, liabilities, damages, injuries (including death), suits, actions, claims, demands, costs and expenses of every kind and nature incurred, suffered or brought by any person(s) (including the Vendor's employees) or property on account of, as a result of, or in any way connected with, directly or indirectly, the performance of this Contract by the Vendor and its employees or any act or omission, neglect or misconduct of the Vendor or its employees; and so much of the money due the Vendor under and by virtue of this Contract at the time a claim is made or a suit or action instituted as shall be considered unnecessary by the Authority, or the City (as the case may be) may be retained and such amount shall be forfeited in the event Vendor and/or its insurer fails to immediately fulfill its obligations as set forth in this paragraph.

D. The Vendor shall not commence work under this contract until he has obtained all insurance required under this contract, and such insurance has been approved by the Authority; nor shall the Vendor allow any sub-Vendor to commence work on his sub-contract until all similar insurance required of the sub-Vendor has been obtained and approved. Any sub-vendor employed or contracted by the Vendor, shall have the same insurance requirements, and provide all required evidence of said insurance as the Vendor.

E. During the performance of the Contract, the Vendor agrees not to discriminate because of race, creed, color, religion, sex, qualifying disability or national origin, against any employee or applicant for employment with such Vendor in any matter involving employment, promotion, demotion, transfer, recruiting, advertising, layoff, termination of employment, rates of pay or other form of compensation, or selection for training or apprenticeship.

F. The Vendor agrees to execute an approved form of a Certificate of Non-Discrimination.

G. The Vendor shall not employ any sub-Vendor on the work, or any portion of the work, without the prior written consent of the City.

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

A. The Authority Official, or their designees, will determine mowing and debris removal requirements and issue work orders for same. Work to be performed under the Contract and the frequency thereof will be determined by the Official based solely on the Official's determination for the need for such work on each individual lot. There is no guarantee that all lots listed in the bid will be mowed and cleaned during the contract period. There is also no guarantee as to the number of lots that will require mowing and debris removal during the contract period.

B. The successful bidder will check with Official or his designee on Mondays and Thursday for work orders to be picked up. It is the sole responsibility of the Vender to timely check for work orders.

C. Mowing: Upon issuance of a work order for same, the successful bidder will cut and mow the property to a height no lower than 2 inches and no higher than 4 inches, to include all necessary trimming and removal of all weeds as defined herein within the area awarded to him not more than seven (7) calendar days after receipt of the work order from the Official. Satisfactory performance of such cutting and mowing services shall be considered to include the obligation of the Vendor to remove and dispose of all trash, accumulated clippings, and small debris from the subject property.

D. Trash and Debris Removal: Upon issuance of a work order for same, the successful bidder will remove all trash, junk, debris, rubble, trees and tree limbs (dead or living) as listed upon said work order. Satisfactory performance shall include removal and proper disposal of all items listed in the work order. Prior to beginning work, the contractor shall visit the site and prepare an estimate of the time required to complete said removal and disposal. Said estimate must be approved by the Official prior to commencing any work. Upon completion of the work, Vendor shall only be paid for those hours included on the approved estimate as listed on the work order. If for any reason Vender and Official cannot agree on the estimated time to complete any work order, Official shall have the right to utilized the Authority's other mowing and debris removal contractor to perform the work listed therein.

E. The Vendor shall furnish all necessary maintenance and safety equipment, tools and supplies required to complete the tasks set forth herein and shall provide transportation at its sole expense to and from the job sites for its workers and equipment.

F. The successful bidder may be required, as determined by the Official, to take photographs of the work area immediately **before** and **after** the work is performed. The photographs will be submitted with each invoice for services rendered. Camera and film costs are the responsibility of the Vendor and should be calculated into the bid. Digital photographs are also acceptable. The before and after photographs shall be taken from the same location on the property and must document the areas where mowing and debris removal activities occurred. The photographs shall indicate that the grass has been cut no lower than 2 inches and no higher than 4 inches. The photographs shall also clearly indicate the complete amount of debris being hauled from the premises, excluding the removal of weeds. Failure to follow these photograph provisions may result in non-payment for the work completed.

G. Payment will be made to the Vendor only upon inspection by the Official or his designee to ensure that work has been completed adequately. It is the Vendor's responsibility to request an inspection.

H. All rubble, debris and grass shall be removed and disposed of in an approved location. Dumping and disposal costs are the responsibility of the Vendor and should be calculated with the bid. Copies of all dumping and disposal tickets shall be kept available for inspection.

I. The Contract is to be awarded with the understanding that work orders will be issued as work and funds to pay are available; that no specific frequency of issuance or number of work orders is guaranteed.

J. If mowing, debris removal and any other required work is not completed within the time periods specified, Vendor agrees that the Authority reserves the right to give any and or all current and future work not completed to another vendor, which may include other city nuisance abatement contractor. The Authority reserves the right to award all work orders until such time that it has been determined that the Vendor can complete the work within the time period specified. Any act of God, such as rain or extreme weather conditions, which shall prevent mowing of the lots, will extend the time periods for completion by the number of days the work cannot be accomplished.

K. The Vendor shall bear all the cost, as part of the contract, for the removal and disposal, to include disposal fees, of the trash, rubbish, debris, cuttings, etc. removed from the property.

BID SCHEDULE

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

1. LAWTON VIEW ADDITION (LURA)

MOWING: Price shall be for cutting, mowing, removing and disposing of all grass, trash and weeds in an approved location on a per lot basis, with one base lot size being nominally thirty-one (31) feet and five (5) inches x eighty-eight (88) feet, equating to 2,772 square feet, twenty five (25) feet by one hundred forty (140) feet, equating to 3,500 square feet each, and fifty (50) feet by eighty eight (88) feet, equating to 4,400 square feet. Lots or portions thereof, which differ in size from the base lots, shall be compensated on a proportional basis thereof as compared to the base lot most similar in size, shape and dimension.

PRICE PER BASE LOT (31.5' x 88'): $ 25.00

PRICE PER BASE LOT (25' x 140'): $ 25.00

PRICE PER BASE LOT (50' x 88'): $ 30.00

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

PRICE PER MAN HOUR: $ 70.00

2. ORIGINAL TOWNSITE (LURA)

MOWING: Price shall be for cutting, mowing, removing and disposing of all grass, trash and weeds in an approved location on a per lot basis, with the base lot size being nominally twenty-five (25) feet by one hundred fifty (150) feet, equating to 3,750 square feet, twenty-nine (29) feet and four (4) inches x one hundred fifty (150) feet, equating to 4,410 square feet, thirty-five (35) feet x one hundred fifty (150) feet, equating to 5,250 square feet, and fifty (50) feet by one hundred fifty (150) feet, equating to 7,500 square feet. Lots or portions thereof, which differ in size from the base lots, shall be compensated on a proportional basis thereof as compared to the base lot most similar in size, shape and dimension.

PRICE PER BASE LOT (25' x 150'): $ 30.00

PRICE PER BASE LOT (29.4' x 150'): $ 32.00

PRICE PER BASE LOT (35' x 150'): $ 34.00

PRICE PER BASE LOT (50' x 150'): $ 36.00

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

PRICE PER MAN HOUR: $ 70.00

3. LAWTON DOWNTOWN CENTER, PART 2 (LEDA)

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

PRICE PER MAN HOUR: $ 70.00

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

PRICE PER MAN HOUR: $ 70.00

CONTRACTOR'S EXPERIENCE DATA

All bidders are required to furnish the following experience data:

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

SAME

Question: Are you currently doing other mowing projects? _____Yes _____No

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

SAME

LAWTON ECONOMIC DEVELOPMENT AUTHORITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the Lawton Economic Development Authority is made this 17th day of June, 2021.

Lawton Economic Development Authority
A Public Body Corporate

Fred L. Fitch, Chairman

ATTEST:

Larry Neal, Secretary

LEGAL REVIEW

APPROVED as to form and legality on behalf of the Lawton Economic Development Authority on the 17th day of May, 2021.

for John Ratliff, City Attorney

LAWTON URBAN RENEWAL AUTHORITY

Acceptance and entry into this agreement by and on behalf of the Lawton Economic Development Authority is made this _______ day of ________________, 2021.

Lawton Economic Development Authority
A Public Body Corporate

Ernest E. Sheppard
Ernest Sheppard, Chairman

ATTEST:

Jacob Brox, Secretary

LEGAL REVIEW

APPROVED as to form and legality on behalf of the Lawton Urban Renewal Authority on the 17th day of May, 2021.

for John Ratliff, City Attorney

AFFIDAVIT FOR PAYMENTS IN EXCESS OF $25,000.00

STATE OF OKLAHOMA)
) SS:
COMANCHE COUNTY)

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

Signature

Type/print Name/Title
RENE GOTHEAR OWNER

Firm
LAWN WIZARDS

Address
170 NW LAKEVIEW PL.

(City, State, Zip)
LAWTON OK 73507

Subscribed & sworn before me this 11th day of May, 2021.

Tamara L Berry
Notary Public

NOTARY PUBLIC State of OK
TAMARA L. BERRY
Comm. # 17005511
Expires: 6/13/21

My Commission expires June 13, 2021.

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

EXHIBIT A

LURA OWNED PROPERTY
Lawton View Addition

ADDRESS	ADDITION	BLOCK	LOT	LOT SIZE (ft)	AREA (sq ft)
1303 Georgia	Lawton View	75	2	50 x 88	4,400
1305 Georgia	Lawton View	75	3	50 x 88	4,400
1307 Georgia	Lawton View	75	4	50 x 88	4,400
1307 Georgia	Lawton View	75	E31.5' of 5	31.5 x 88	2,772
1415 Pennsylvania	Lawton View	81	17	25 x 140	3,500
1415 Pennsylvania	Lawton View	81	18	25 x 140	3,500
1305 Pennsylvania	Lawton View	82	27	25 x 140	3,500
1305 Pennsylvania	Lawton View	82	28	25 x 140	3,500
1301 New York	Lawton View	87	30	25 x 140	3,500
1301 New York	Lawton View	87	31	25 x 140	3,500
1301 New York	Lawton View	87	32	25 x 140	3,500
1402 New York	Lawton View	93	1	25 x 140	3,500
1402 New York	Lawton View	93	2	25 x 140	3,500
1402 New York	Lawton View	93	3	25 x 140	3,500
1310 New York	Lawton View	94	4	25 x 140	3,500
1310 New York	Lawton View	94	5	25 x 140	3,500
1310 New York	Lawton View	94	6	25 x 140	3,500
1312 New York	Lawton View	94	7	25 x 140	3,500
1312 New York	Lawton View	94	8	25 x 140	3,500
1324 New York	Lawton View	94	11	25 x 140	3,500
1324 New York	Lawton View	94	12	25 x 140	3,500
1324 New York	Lawton View	94	13	25 x 140	3,500
1307 Wisconsin	Lawton View	94	25	25 x 140	3,500
1307 Wisconsin	Lawton View	94	26	25 x 140	3,500
1307 Wisconsin	Lawton View	94	27	25 x 140	3,500
1210 New York	Lawton View	95	8	25 x 140	3,500
1210 New York	Lawton View	95	9	25 x 140	3,500
1302 Wisconsin	Lawton View	99	1	25 x 140	3,500
1302 Wisconsin	Lawton View	99	2	25 x 140	3,500
1305 Wisconsin	Lawton View	99	24	25 x 140	3,500
1305 Wisconsin	Lawton View	99	25	25 x 140	3,500
1307 Tennessee	Lawton View	99	26	25 x 140	3,500
1307 Tennessee	Lawton View	99	27	25 x 140	3,500
1402 Wisconsin	Lawton View	100	1	25 x 140	3,500
1402 Wisconsin	Lawton View	100	2	25 x 140	3,500
1416 Wisconsin	Lawton View	100	12	25 x 140	3,500
1416 Wisconsin	Lawton View	100	13	25 x 140	3,500
1418 Wisconsin	Lawton View	100	14	25 x 140	3,500
1418 Wisconsin	Lawton View	100	15	25 x 140	3,500
1418 Wisconsin	Lawton View	100	16	25 x 140	3,500
1209 Oklahoma	Lawton View	110	24	25 x 140	3,500

1209 Oklahoma	Lawton View	110	25	25 x 140	3,500
1209 Oklahoma	Lawton View	110	26	25 x 140	3,500
1209 Oklahoma	Lawton View	110	27	25 x 140	3,500
1327 Oklahoma	Lawton View	111	17	25 x 140	3,500
1323 Oklahoma	Lawton View	111	21	25 x 140	3,500
1323 Oklahoma	Lawton View	111	22	25 x 140	3,500
1315 Oklahoma	Lawton View	111	23	25 x 140	3,500
1315 Oklahoma	Lawton View	111	24	25 x 140	3,500
1311 Oklahoma	Lawton View	111	25	25 x 140	3,500
1311 Oklahoma	Lawton View	111	26	25 x 140	3,500
1311 Oklahoma	Lawton View	111	27	25 x 140	3,500
1414 Texas	Lawton View	112	10	25 x 140	3,500
1414 Texas	Lawton View	112	11	25 x 140	3,500
1416 Texas	Lawton View	112	12	25 x 140	3,500
1416 Texas	Lawton View	112	13	25 x 140	3,500
1418 Texas	Lawton View	112	14	25 x 140	3,500
1418 Texas	Lawton View	112	15	25 x 140	3,500
1418 Texas	Lawton View	112	16	25 x 140	3,500
1212 Oklahoma	Lawton View	119	13	25 x 140	3,500
1212 Oklahoma	Lawton View	119	14	25 x 140	3,500
1214 Oklahoma	Lawton View	119	15	25 x 140	3,500
1214 Oklahoma	Lawton View	119	16	25 x 140	3,500
1116 Oklahoma	Lawton View	120	16	25 x 140	3,500
Bishop Road	Lawton View	120	17	25 x 140	3,500

EXHIBIT B

LURA OWNED PROPERTY
Original Townsite

Address	Addition	Block	Lot	Dimension	Sq Ft
2 SW A Avenue	Original Townsite	22	1	29.4 x 150	4,410
2 SW A Avenue	Original Townsite	22	2	50 x 150	7,500
2 SW A Avenue	Original Townsite	22	3	50 x 150	7,500
2 SW A Avenue	Original Townsite	22	E35' of Lot 4	35 x 150	5,250
210 SW 2nd Street	Original Townsite	24	17	25 x 150	3,750
210 SW 2nd Street	Original Townsite	24	18	25 x 150	3,750
210 SW 2nd Street	Original Townsite	24	19	25 x 150	3,750
210 SW 2nd Street	Original Townsite	24	20	25 x 150	3,750

EXHIBIT C

LEDA OWNED PROPERTY
Lawton Downtown Center, Part 2

Address	Addition	Block	Lot	Dimension	Sq Ft
	Lawton Downtown Center, Part 2	1	3	see plat	148,706.12
	Lawton Downtown Center, Part 2	1	8	see plat	472,861.47

April 21, 2023

Mr. Fred L. Fitch
Lawton Economic Development Authority
212 SW 9th Street
Lawton, OK 73501

Re: Lawton Lodging, LLC & Hilton Garden Inn – Lawton Fort Sill Convention Center

Dear Mayor Fitch,

We are writing this letter to inform you of the Hilton Garden Inn – Lawton Fort Sill Convention Center operations and request LEDA to extend our Hotel-Motel occupancy tax (HOT) rebate program for another 10 years.

We have gone through a lot in the last 9 years of operations since we opened the hotel on 3/21/2014. We struggled through the initial few years, struggled through the COVID years and now we are steadily doing better all the while providing the community with a great convention center.

In 2022, we generated a revenue of $689,564 spending around $824,350 for a loss of $134,785. This revenue was double the 2021 year revenue, but we still lost money. Please see the detailed summary attached.

As is evident from the attached summary, we cannot sustain and continue operating the convention center without the HOT rebate program from LEDA.

We believe the convention center brings in much needed visitors to Lawton and serves as a huge community benefit for gatherings within the community.

We are programming repairs and replacements at the convention center in the tune of a quarter million dollars. Additionally, we have to plan on doing a soft goods remodel and FF&E remodel within the Hotel that will involve a few million dollars of renovations within the next three years.

Based on all of the above, we kindly request you to get the LEDA authority's approval to extend the HOT tax rebate for the Hilton Garden Inn Hotel for another 10 years as long as the convention center is in operation.

Please do let me know if you have any questions or comments. Thank you.

Sincerely,

Lawton Lodging, LLC

Sam Kumar
Manager

Lawton Lodging, LLC
1000 N Lamar Blvd., Suite 400
Austin, TX 78703
512-247-7000 Phone

Lawton Lodging, LLC
Lawton - Ft. Sill Convention Center

Convention Center Revenue	**2022**	**2021**
Liquor / Beer / Wine	$ 66,961.70	$ 31,100.25
Other Beverages	$ 6,424.23	$ 1,312.75
Breakfast	$ 20,564.02	$ 13,128.59
Lunch	$ 93,033.74	$ 40,408.41
Reception	$ 23,844.00	$ 7,888.50
Dinner	$ 171,628.65	$ 107,845.62
Misc. Charges	$ 146,250.85	$ 85,257.43
Room Rental	$ 99,680.03	$ 32,142.25
Audio Visual Charges	$ 6,060.00	$ 528.79
Service Charge	$ 55,117.44	$ 23,340.92
Total Convention Center Revenue	**$ 689,564.66**	**$ 342,953.51**
Convention Center Expenses		
Cost of Liquor / Beer / Wine	$ 26,115.06	$ 11,818.10
Cost of Other Beverages	$ 2,569.69	$ 525.10
Cost of Breakfast	$ 9,459.45	$ 6,170.44
Cost of Lunch	$ 42,795.52	$ 18,991.95
Cost of Reception	$ 10,968.24	$ 3,707.60
Cost of Dinner	$ 78,949.18	$ 50,687.44
Credit Card Commissions	$ 13,791.29	$ 6,859.07
Payroll - Convention Center	$ 134,048.13	$ 91,864.96
Payroll - Kitchen	$ 98,902.53	$ 50,781.34
Payroll - Sales	$ 45,000.00	$ 42,000.00
Payroll - Taxes	$ 10,073.18	$ 6,494.69
Contract Labor	$ 27,582.59	$ 13,718.14
F&B Other Expenses	$ 103,434.70	$ 51,443.03
A&G Releated Expenses	$ 75,852.11	$ 37,724.89
Repairs & Maintenance Expenses	$ 27,582.59	$ 13,718.14
Utilities	$ 34,478.23	$ 17,147.68
Convention Center Op Expenses	**$ 741,602.49**	**$ 423,652.55**
Interest Expense	$ 48,269.53	$ 24,006.75
FF&E Reserve Expense	$ 20,686.94	$ 10,288.61
Insurance Expense	$ 13,791.29	$ 6,859.07
Convention Center Non-Op Expenses	**$ 82,747.76**	**$ 41,154.42**
Income/Loss	**$ (134,785.59)**	**$ (121,853.46)**

AMENDED FUNCTION SPACE LICENSE AGREEMENT

THIS FUNCTION SPACE LICENSE AGREEMENT (this "Agreement") is made by and between the **LAWTON ECONOMIC DEVELOPMENT AUTHORITY**, a public trust ("Licensee," or "LEDA") and **LAWTON LODGING, LLC**, a Texas limited liability company ("Licensor"), to be effective as of the Commencement Date (as defined below).

RECITALS

A. Licensor intends to acquire the real property (the "Land"), more particularly described on Exhibit A hereto, and, pursuant to a Hotel-Conference Center Redevelopment Agreement with LEDA, dated April 12, 2012, construct thereon a conference center and hotel of a quality recognized generally in the hospitality industry as comparable to a Hilton Garden Inn franchise property with approximately 160 guest rooms, and 20,000 square feet of flexible meeting space, including ballroom, boardrooms and breakout rooms, restaurant, bar, business center, fitness center, swimming pool, and lobby (together the "Hotel-Conference Center") at the approximate location depicted on the site plan attached hereto as Exhibit B.The flexible meeting space, including the ballroom, pre-function space, and boardroom, to be located in the Conference Center are referred to herein as the "Function Space."

B. Licensee and Licensor have agreed that Licensee and the City of Lawton ("City"), as well as individuals and entities authorized by Licensee to use the Function Space, (collectively, "LEDA") shall have the irrevocable right and license to use the Function Space during the Term (as hereinafter defined, on the terms and conditions set forth below). Licensor acknowledges that Licensee would not have agreed to the payment of the License Fees except for Licensor's agreement to make Function Space available to LEDA.

In consideration of the payments to be made by Licensee and the promises contained in this Agreement, Licensee and Licensor agree as follows:

1. License Grant. Licensor hereby grants to Licensee a non-exclusive irrevocable license to use the Function Space, for the purpose of providing meeting, boardroom, ballroom and pre-function space to LEDA.

2. Term. The Term of this Agreement shall be for a period commencing upon the opening of the Hotel-Conference Center for business (the "Commencement Date"), and extending for one hundred and twenty (120) months thereafter. In the event that the Commencement Date fails to occur on or before May 1, 2014, this Agreement shall be null and void.

3. License Fees. In consideration of Licensee's license to use the Function Space, Licensee shall pay Licensor license fees in the principal amount of Two Million Eight Hundred Thousand Dollars ($2,800,000.00) as of the Commencement Date and payable over ten years at an annual interest rate of 4.75% in accordance with the terms set out in this Agreement(the "License Fees"). Notwithstanding the above, in no event shall the cumulative amount of License Fees Licensee is obligated to pay hereunder exceed the lesser of: (a) Three Million Five Hundred Thousand Dollars ($3,500,000.00) or (b) the cumulative amount of hotel occupancy taxes received by the City pursuant to Article 10-12, Chapter 10 of the Code

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of Lawton, Oklahoma, 2005, as amended, payable from the operations of the Hotel-Conference Center ("Hotel Occupancy Tax") for the Term, whichever is less. Under no circumstances shall the License Fees include any receipts from the imposition and collection of hotel occupancy taxes pursuant to Article 10-12, Chapter 10 of the Code of Lawton, Oklahoma, 2005, as amended, for or attributable to any other location, establishment, entity, or business other than the Hotel-Conference Center. The License Fees shall be due and payable thirty (30) days after receipt of invoice from Licensor stating the License Fees due for the preceding period, and accompanied by a copy of the Hotel Tax Return submitted to Licensee for the preceding period, (i.e., monthly, quarterly, semi-annually, or annually according to current or modified City Hotel Occupancy Tax reporting requirements) and proof of payment of the Hotel Occupancy Tax. Licensee shall not be required to pay any License Fee for any period (or portion thereof) during the term of this Agreement for which the City has not received Hotel Occupancy Tax that Licensor was legally obligated to pay, or if Licensor is in breach or default of this Agreement or the Hotel-Conference Center Development Agreement.

The License Fees shall be paid from funds apportioned pursuant to the Lawton Downtown Economic Development Project Plan. License Fees shall be limited to and shall in no event exceed those amounts as are actually received in hand by the Licensee from the Hotel Occupancy Tax revenues described herein, subject to Section 14 below.

4. Function Space. Licensee shall be entitled to the use of the Function Space and guest rooms as particularly set forth in Paragraph 5 below. Licensor shall equip and furnish the Function Space in such manner that it is readily usable by LEDA for the intended and scheduled activities. The reservation and use of Function Space and guest rooms as specified in Paragraph 5 shall be at no additional cost to LEDA except the cost of food and beverage service provided by Licensor at the request of LEDA (all of which shall be charged at rates at least as favorable to Licensee as the rates charged by the Hotel to its best corporate users of FunctionSpace). Licensor shall operate and maintain the Function Space and furnishings in a first-class manner for the Term of this Agreement, and Licensee shall have no obligation or responsibility, financial or otherwise, to operate or maintain the Function Space and/or the furnishings therein.

5. Reservation and Meeting Procedures.

(a) Licensee shall provide Licensor with a current, accurate list of persons authorized to reserve Function Space on behalf of LEDA, which list may be updated from time to time at Licensee's sole discretion. Reservations shall be made by contacting the manager of the Hotel-Conference Center, and referencing this Agreement.

(b) LEDA shall be entitled to (i) use of ballroom and prefunction Function Space three (3) times per calendar year, and (ii) use of the boardroom and associated prefunction Function Space six (6) times per calendar year, and (iii) use of up to five (5) daily uses of guest rooms within the Hotel per calendar month, non-cumulative, subject to availability at the date the reservation is made. The Function Space shall not be available to LEDA on the first, second, and third Friday and Saturday evenings of December, nor on December 31 of each year. In the event Function Space or guest rooms are not available at the times requested by LEDA, Licensor is responsible for providing LEDA with suggested alternate times of comparable utility to LEDA when the Function Space or guest rooms are available. LEDA shall reserve Function Space and guest rooms not earlier than thirty (30) days prior to the desired date, provided, however, that one (1) time per calendar year, with respect to ballroom and prefunction Function Space, and two (2) times per calendar year with respect to the board room, the LEDA may reserve the Function Space up to one hundred eighty (180) days in advance. Licensor and Licensee shall work together in good faith to resolve any conflicts in reservations for Function Space.

(c) Licensor reserves the right to: (i) adopt additional, reasonable requirements or procedures pertaining to reservations by LEDA, and (ii) assign specific Function Space rooms, in consultation with Licensee, appropriate to the scheduled event, and (subject to the dates and spaces reserved by Licensee) reserve spaces for Licensor and guests of the Hotel, or other parties. Licensor reserves the right to deny access to any person which Licensor reasonably believes is violating the terms of this Agreement or the Hotel Rules and Regulations, or annoying or interfering with other users of the Function Space.

6. Hotel Tax Return. Licensor shall file a Hotel Occupancy Tax Return with the City, with copy to LEDA,in a form prescribed by the City from time to time and in accordance with applicable ordinances,reporting all Hotel Occupancy Tax due and payable.Licensor shall keep and maintain accurate records of the consideration and Hotel Occupancy Tax paid by the occupant of each sleeping room in the Hotel-Conference Center. Such records shall include, but not be limited to, guest folios, tax exemption certificates, and any original documents such as posting ledgers and rate and stay adjustment reports. These records may be retained in any retrievable format, including but not limited to microfilm; shall be maintained for a period of not less than five (5) years; and shall be available for inspection and copying upon request by any employee, agent, officer or representative of Licensee at all reasonable times. Any adjustments or allowances made or granted shall be reported to Licensee, on a form prescribed by Licensee.

7. Licensor Default. It shall be a Default hereunder if Licensor fails to pay when due any ad valorem, Hotel Occupancy Tax or State and local sales taxes (provided Licensor retains the right to timely and properly protest and/or contest such taxes or assessment):

8. Remedies. In the event of a Default, subject to any grace or cure periods, Licensee shall have the rights set forth below:

(a) To offset, against License Fees next coming due, an amount equal to one and one half times the Hotel Occupancy Tax for any period in which there is an uncured Default; or;

(b) At Licensee's election, deliver Licensor a notice declaring Licensee's intention to terminate this Agreement on account of one or more specified uncured Defaults, and if such specified Defaults are not cured within sixty (60) days after such notice of intention to terminate, to terminate this Agreement by written notice to Licensor. Upon such termination neither party shall have any further obligations hereunder, except for those which are accrued but unpaid on the date of termination.

9. Licensee Default. It shall be a default by Licensee hereunder if Licensee shall fail to pay the License Fees within thirty (30) business days after receipt of written notice of such failure.

10. Transfers. The license granted by this Agreement may be assigned by Licensee. Licensor may transfer or assign its rights and obligations under this Agreement insofar as they relate to the operation of the Hotel-Conference Center only in conjunction with a sale of the Hotel-Conference Center, provided the transferee/assignee shall assume all of Licensor's obligations hereunder with respect to the Hotel-Conference Center. The license granted by this Agreement shall run with the land and benefit and burden the successors and assigns of Licensee and Licensor.

11. Mortgage Subordination and Attornment. Licensee (a) accepts this License subject and subordinate to any mortgage, or other lien presently existing or hereafter arising on the Hotel, and (b) agrees to attorn to the rights of any holder of any mortgage, ground lease or other lien, provided that such holder agrees that (x) it will not disturb the possession of Licensee under this Agreement upon any judicial or non-judicial foreclosure or upon acquiring title to the Hotel, by deed-in-lieu of foreclosure, or otherwise, and (y) it will accept the attornment of Licensee thereafter, so long as Licensee is not in default under this Agreement. Licensee agrees to execute, from time to time, documentation with regard to this subordination and attornment as necessary, on such commercially reasonable form as any such mortgagee may reasonably require, provided that it shall not materially reduce Licensee's rights nor increase Licensee's obligations hereunder, provided that any such holder delivers documentation evidencing such holder's agreement not to disturb Licensee.

12. Notices. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service, or sent by facsimile, and properly addressed as provided below. Each notice given by mail shall be deemed to be given by the sender when received or refused by the party intended to receive such notice; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice or when such party refuses to accept delivery of such notice; each notice given by overnight delivery service shall be deemed to have been given and received on the next business day following deposit thereof with the overnight delivery company; and each notice given by facsimile shall be deemed to have been given and received upon transmission, provided confirmation of receipt is received back by the sending facsimile prior to 5:00 p.m. local time at the sending location, or on the next business day if after 5:00 p.m. local time at the sending location. Upon a change of address by either party, such party shall give written notice of such change to the other parties in accordance with the foregoing. Inability to deliver because of changed address or status of which notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been received.

To Licensee: **Lawton Economic Development Authority**
212 SW 9th St.
Lawton, OK 73501
Attn: Larry Mitchell, Executive Director

To Licensor: **Lawton Lodging, LLC**
7701 N Lamar, Suite 100
Austin, TX 78752
Attn: Sam Kumar, Manager

With a copy to: **Partners in Development**
409 Orchid Lane
Palm Harbor, FL
Attn: Pete Dekalb

13. Contingency. This Agreement is contingent upon and subject to (a) prior authorizations and the performance of conditions precedent required by applicable law and agreements, including but not limited to approval by the Lawton City Council, as well as (b) receipt of opinions of note counsel and development counsel acceptable to the parties.

14. Non-renewal of hotel occupancy tax. In the event that the hotel occupancy tax levied pursuant to Article 10-12, Chapter 10 of the Code of Lawton, Oklahoma, 2005, is not renewed or extended by the electors of the City and expires on April 30, 2016, Licensee and Licensor agree that the License Fees shall continue to be paid by Licensee, under the terms and conditions established by this Agreement, as if the hotel occupancy tax had not expired. Licensor shall continue to prepare a Hotel Tax Return, or similar report containing the information necessary to calculate the License Fee due and payable.

15. Miscellaneous. Licensee and Licensor warrant and represent that each has due power and authority to enter into this Agreement and perform its obligations hereunder, and that the person signing for it has been duly authorized to do so. This Agreement maybe executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This Agreement embodies the complete agreement of the parties, superseding all oral or written previous and contemporary agreements relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties.

HW.

LICENSOR:

LAWTON LODGING, LLC,
a Texas limited liability company

By:
Title: manager
Date: August 29, 2012

ACKNOWLEDGEMENT

STATE OF TEXAS,)
) ss.
COUNTY OF TRAVIS.)

Before me, a Notary Public in and for said State, on this 29th day of August, 2012, personally appeared Sam Kumar, to me known to be the identical person who subscribed the name of Lawton Lodging, LLC, to the foregoing instrument as its Manager 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 LAWTON LODGING, LLC, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

(Seal)

TIFFANY M. FINCHER
Notary Public, State of Texas
My Commission Expires
October 31, 2012

LICENSEE:

LAWTON ECONOMIC DEVELOPMENT AUTHORITY, an Oklahoma public trust

By: ____________________
Title: Chairman
Date: August 29, 2012

ACKNOWLEDGEMENT

STATE OF OKLAHOMA,)
) ss.
COUNTY OF COMANCHE .)

Before me, a Notary Public in and for said State, on this 29th day of August, 2012, personally appeared Fred Fitch, to me known to be the identical person who subscribed the name of the Lawton Economic Development Authority to the foregoing instrument as its Chairman 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 the LAWTON ECONOMIC DEVELOPMENT AUTHORITY, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

01005260
3-27-2013

(Seal)