

AGENDA
Lawton Economic Development Authority
Special Meeting
February 26, 2024—2:00 PM
2nd Floor Conference Room
City Hall - 212 SW 9th Street
Lawton, Oklahoma 73501

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 October 10, 2023, meeting.
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 an engagement letter with Hatch, Croke & Associates, P.C. for bookkeeping services, preparation of financial statements, and compilation services for the year ending June 30, 2024, and take action as deemed necessary.
5. Discuss a request from Lawton Lodging, LLC, to extend the term of the Amended Function Space License Agreement, which provides for the rebate of the Hotel Occupancy taxes collected at the Hotel-Conference Center located at 135 NW 2nd Street.
6. Consider dedicating a Right of Way Easement to the City of Lawton for future roadway and utility installation along SW 112th Street and take action as deemed necessary.
7. Discuss and receive an update on the resolution approved during the October 19th, 2023, LEDA meeting which authorized the preparation of bid packets related to certain capital improvement projects and take action as deemed necessary.
8. Review and discuss Draw Request #1 from Westwin Elements in the amount of \$593,366.69 and take action as deemed necessary.
9. Consider approving a Redevelopment Agreement by and among the City of Lawton, the Lawton Economic Development Authority, the Lawton/Fort Sill Economic Development Corporation, and Fischer59 Properties, LLC, for the development of a distribution center within the Airport Industrial Park.

REPORTS

1. Receive a report from the LEDA Executive Director.

ADJOURNMENT

**Minutes
Lawton Economic Development Authority
Special Meeting
October 10, 2023 – 11:00 a.m.
City Hall
3rd Floor Conference Room
212 SW 9th Street
Lawton, Oklahoma 73501**

Fred Fitch, Chair, called the meeting to order at 11:00 AM. 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: Fred Fitch, David Means, Larry Neal, George Gill, Randy Warren, Jason Hensley, Ron Nance

ABSENT: David Madigan (excused), Ernest Sheppard (excused)

OTHERS PRESENT: Tim Wilson, City Attorney's Office; Tammy Branstetter, City Clerk's Office; John Ratliff, City Manager; Kim McConnell, Lawton Constitution; Eric Swanson, Southwest Ledger

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

BUSINESS ITEMS

1. Discuss the vacant executive director position, including funding for that position, and take action as necessary.

Chairman Fitch provided Authority members with two proposed professional services agreements drafted by Dan Batchelor and Lisa Harden, Center for Economic Development Law – one between the executive director and the LEDA, and one between the executive director and the Lawton Economic Development Corporation (LEDC). Copies of the proposed professional services agreements may be obtained from the City Clerk's office upon request.

Chairman Fitch said he has spoken to David Madigan to get his input, and Madigan is in agreeance that the executive director position needs to be filled.

Chairman Fitch noted that Richard Rogalski previously fulfilled this role while employed by the City of Lawton. He noted that Rogalski attended LEDC meetings to serve as a bridge between the two entities, considering how closely they work together on various economic development projects.

Chairman Fitch said that Jeannie Bowden has left her position with the LEDC and has gone to work for Westwin Elements. He said the LEDC could now also use some help in their office. Chairman Fitch said the executive director would essentially work for both the LEDA and the LEDC, with the respected entities both contributing to the executive director's salary.

Chairman Fitch noted that the outline of the professional services agreement provided to members refers to this position as a “Coordinator for Economic Development”, but it needs to read “Executive Director” – he said that any motion(s) made should take this into account.

Chairman Fitch stressed the importance of hiring someone knowledgeable about TIF districts who can ensure the tax revenue generated from these districts ends up where it is supposed to be, and in a timely manner.

Chairman Fitch noted that LEDA will have 55% control over the executive director position, with LEDC having 45% control. More control was given to LEDA given the level of involvement this position will have in managing the TIF districts. The executive director’s office will likely be housed at the LEDC – they have an office available.

Chairman Fitch said he will be taking the LEDA agreement to the City Council for review and approval. He explained that LEDA will be asking the City for a loan to pay this salary, and the loan will be paid back with tax revenue from the TIF districts as it becomes available.

Gill asked who would maintain the payroll for this position.

Chairman Fitch said all the details are still being ironed out, but he would like for LEDA to be the one to issue the paychecks.

Hensley noted that on page two of the limited services agreement with the LEDA, under “Key Responsibilities”, the passage that reads “as the Coordinator Economic Development” should read “as the Coordinator **for** Economic Development”.

Chairman Fitch said this change also needs to be reflected in the motion. He noted that it should actually read “as the **Executive Director for** Economic Development”.

Motion by Warren, Second by Hensley, to approve the proposed professional services agreement between (Consultant) and the Lawton Economic Development Authority, with the following floor amendments: changing “Consultant/Coordinator” to “Executive Director”, and changing “as the Coordinator Economic Development” to “A\as the Executive Director for Economic Development” under “Key Responsibilities” on page 2 of the agreement. **AYE:** Hensley, Fitch, Gill, Warren, Means, Nance, Neal. **NAY:** None. ***MOTION PASSED.***

ADJOURNMENT

There being no further business, the meeting adjourned at 11:22 AM.



Hatch, Croke & Associates, P.C.

417 SW C Avenue
Lawton, OK 73501

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

To Management
Lawton Economic Development Authority, a component unit of
the City of Lawton
Lawton, OK 73501

We are pleased to confirm our acceptance and understanding of the services we are to provide for Lawton Economic Development Authority, a component unit of the City of Lawton ("the Authority") for the year ended June 30, 2024.

You have requested that we perform the following services:

1. We will provide you with the following bookkeeping services:

- Reconcile accounts with bank statements each month, identify errors and inform you of adjustments. We will not review the cancelled checks or electronic copies of the checks for payees or endorsements.
- Record depreciation.
- Prepare 1099 forms.
- Record all income and expenses, deposits, and adjusting entries needed each month.
- Prepare accounts payable checks based on check requests and invoices provided by you.

Our bookkeeping services will cover the year ended June 30, 2024.

2. We will prepare the financial statements of the Authority, which comprise the annual and monthly statement of net position, the related statement of revenues and expenses and statement of cash flows for the year ended June 30, 2024, and perform a compilation engagement with respect to those financial statements.

The objective of the preparation and compilation portion of our engagement is to –

- prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and
- apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or conclusion. Accordingly, we will not express an opinion, conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Member: American Institute of Certified Public Accountants

We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

The financial statement preparation and compilation portion of our engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America, and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America.
- The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- The prevention and detection of fraud.
- To ensure that the Authority complies with the laws and regulations applicable to its activities.
- The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Authority of whom we determine it necessary to make inquiries.

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

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

You agree to include our accountant's compilation report in any document containing financial statements that indicates we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to obtain our permission to do so.

We are not independent with respect to Lawton Economic Development Authority and will disclose that we are not independent in our compilation report.

Other Relevant Information

You are responsible for all management decisions and responsibilities and for designating an individual with suitable skill, knowledge, and experience to oversee our bookkeeping, and financial statement preparation. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Scott N. Hatch, CPA is the engagement partner and is responsible for supervising the engagement and signing the compilation report or authorizing another individual to sign it.

Our fees for these services will be based upon the amount of time required to perform the services, plus any out-of-pocket expenses. Our engagement does not include any services not specifically identified above. A finance (service) charge of 2 percent per month will be assessed on any unpaid balance after deduction of current payments, credits, and allowances made within 30 days of the date of billing. This is an annual percentage rate of 24 percent.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Hatch, Croke & Associates, P.C.

Hatch, Croke & Associates, P.C.

This letter correctly sets forth the understanding of Lawton Economic Development Authority.

Signature

Title

Date

RECEIVED

January 29, 2024

FEB 01 2024

**CITY OF LAWTON
CITY CLERK'S OFFICE**

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 tax rebate refund for an additional period of 10 years. Please note the following:

1. Our convention center hosted about 6,250 people and over 41 events (over 50 people) last year for lunches, dinners, and receptions. This is the very essence of what you all anticipated a convention center to do. -EXHIBIT 1-
2. We are currently losing money on the convention center, banquets and food & beverage. See the following from our P & L statement -Exhibit 2- for the convention center/F & B:

F & B income:	\$1,275,698
Costs of goods sold:	<u>(\$ 478,306)</u>
	\$ 797,392
F & B expenses:	<u>(\$ 177,018)</u>
	\$ 620,374
Payroll – Convention Center:	(\$171,616)
Payroll – Garden Grill:	(\$125,478)
Payroll – Garden Grill kitchen:	(\$258,920)
Payroll – Sales 50%:	(\$ 29,503)
Payroll taxes:	<u>(\$ 46,196)</u>
	(\$ 11,335)

The attached -Exhibit 2- does not include any maintenance, utilities, or other support staff salaries for the convention center. We could actually close the Convention Center and have a much more efficient hotel that just serves breakfast. But please understand that we are committed to operating and running the Convention Center for the community.

3. We have spent over \$1,000,000 in the last three years on the upkeep and maintenance of the hotel (Exhibit 3). (These are expenses we have spent approximately \$1,000 per invoice).
4. We have committed to spending approximately \$2,000,000 by June 2026 to do a complete Fixed Renovation Cycle Management with the Hilton Hotels. Please see the attached FRCM Scope - Exhibit 4-.

Given all of the following, we kindly request LEDA to extend our full hotel-motel tax rebate to us for the next 10 years as a Convention Center Hotel so we can continue to operate the convention center and provide this service to the community. We just could not continue to operate the convention center without this in place.

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

Mr. Fred Fitch
January 29, 2024
Page 2

Please help us so that we can continue to be a convention center for the community.

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

Sincerely,

Lawton Lodging, LLC



Sam Kumar
Manager

\Attachments

2023 Meetings Guarantee Report

Exhibit 1

Generated By:

Deena Harper

HF AM 5

1/4/2024, 12:21 PM

	Booking Post As	Event Name	Function Room Name	Event Type	Agreed	Event Start Date
1	Pregnancy Resource Center Ball	Pregnancy Resource Center Dinner	Great Plains Ballroom	Dinner	550	11/2/2023
2	3-2 ADA Military Ball	3-2 ADA Military Ball	Great Plains Ballroom	Dinner	500	6/2/2023
3	434 Brigade St. Barbara's Ball	434 St. Barbara's Ball	Great Plains Ballroom	Reception	500	12/9/2023
4	75th Field Artillery Brigade	75th FAB	Great Plains Ballroom	Dinner	420	12/7/2023
5	Buffalo Soldiers Annual Banquet	Buffalo Soldiers Annual Banquet	Great Plains Ballroom	Dinner	400	9/23/2023
6	United Way Blue Tie Gala	Blue Tie Gala	Great Plains Ballroom	Dinner	350	9/15/2023
7	428 FA Brigade ST Barbara Ball	428 FA	Great Plains Ballroom	Dinner	300	1/27/2023
8	75th FA Military Ball	75th FA Dinner	Great Plains Ballroom	Dinner	300	5/4/2023
9	4-60th ADA Military Ball	4-60th ADA Dinner	Great Plains Ballroom	Dinner	250	6/8/2023
10	State of Fort Sill	State of Fort Sill	Great Plains AB	Lunch	150	11/3/2023
11	ASYMCA Father/Daughter Military Dance Jun 2023	Father/Daughter Military Dance	Great Plains AB	Dinner	150	6/17/2023
12	428 FA Prayer Luncheon	428 FA Prayer Luncheon	Great Plains A	Lunch	150	4/12/2023
13	Regan Ellis Wedding NOV2023	Regan Ellis Wedding NOV2023	Great Plains BCDE	Reception	150	11/4/2023
14	Comanche Nation Indian Veteran Association	Comanche Nation Indian Veteran's Banquet	Great Plains B	Lunch	140	5/20/2023
15	State of Education Luncheon	State of Education Luncheon	Great Plains AB	Lunch	140	8/1/2023
16	Southwest Honda Buick GMC Mazda Holiday Party	Southwest Honda Holiday Party	Great Plains B	Dinner	120	12/16/2023
17	Deborah's 70th Birthday	Deborah's 70th Birthday	Great Plains B	Reception	100	10/7/2023
18	YPL Bowties and Bourbon May 2023	Dinner/Bar	Great Plains B	Dinner	100	5/6/2023
19	City National Bank Officer Training	CNB - Plated Lunch	Great Plains B	Lunch	100	10/14/2023
20	Sweeties Sweet Sixty Apr 2023	Charles Smith - Sweeties Sweet Sixty	Great Plains A	Dinner	100	4/8/2023
21	State Housing Luncheon Apr 2023	Chamber Legislative Luncheon	Great Plains B	Lunch	100	4/28/2023
22	Lawton Community Foundation Luncheon	Annual Banquet	Great Plains CDE	Lunch	80	11/14/2023

	Booking Post As	Event Name	Function Room Name	Event Type	Agreed	Event Start Date
23	Pat Price 80th Birthday Party	Pat Price 80th Birthday Party	Bison Room	Dinner	75	12/29/2023
24	2023 Oklahoma Arts Conference	Reception	Great Plains AB	Reception	75	10/18/2023
25	Chamber Luncheon	Chamber Lunch	Great Plains B	Lunch	70	1/12/2023
26	Lawton Transition Reunion Dance	Lawton Transition Reunion Dance Feb 2023	Bison Room	Dinner	70	2/16/2023
27	Classic Chevrolet Christmas Party	Dinner	Great Plains CDE	Dinner	70	12/16/2023
28	MacArthur 40th High School Reunion	MacArthur's 40th High School Reunion	Great Plains CDE	Reception	70	10/7/2023
29	Corvias Holiday Party	Corvias Holiday Party	Great Plains A	Lunch	60	12/15/2023
30	FIRES Luncheon Mar 2023	FIRES - Plated Luncheon	Great Plains A	Lunch	60	3/6/2023
31	Great Plains AMBUCS Installation Banquet	GP AMBUCS - Dinner	Elk Room	Dinner	50	6/1/2023
32	MacArthur 20th High School Reunion	MacArthur High 20th Reunion	Bison Room	Reception	50	10/7/2023
33	Fort Sill Federal Credit Union Apr 2023	FSFCU Volunteer Plated Dinner	Great Plains CDE	Dinner	50	4/14/2023
34	Mardenborough Graduation Party	Graduation Party	Elk Room	Reception	50	5/20/2023
35	City National Bank Meeting	City National Bank Dinner	Great Plains DE	Dinner	50	12/19/2023
36	Apache High School Reunion 1973	Apache High School Reunion 1973	Elk Room	Dinner	50	9/16/2023
37	KSWO TV Holiday Party	KSWO TV Holiday Party	Bison Room	Dinner	50	12/9/2023
38	Comanche County Democratic Party	Brunch	Elk Room	Brunch	50	10/7/2023
39	Lawton OTIA Lt. Gov Summit 2023	Reception	Great Plains Prefunction	Reception	50	10/17/2023
40	Hanza Reunion-Birthday	Hanza - Dinner	Great Plains CDE	Dinner	50	4/1/2023
41	4th Battalion 11th Field Artillery Reunion	4-11 FA Reunion Reception/Dinner	Elk Room	Reception	50	10/5/2023
				Total Guests	6250	

Ordinary Income/Expense

	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	TOTAL
Income													
Food & Beverage													
F & B - Garden Grille													
Beverage - Beer	44,359.51	33,815.52	48,257.27	70,041.62	73,184.69	77,254.05	82,219.63	51,740.70	38,512.44	104,184.64	65,218.21	94,248.96	703,057.84
Beverage - Liquor	5,783.00	5,151.75	7,303.13	8,571.03	8,535.00	9,095.00	8,105.87	8,827.41	8,096.59	9,415.88	10,633.11	22,925.61	113,323.38
Beverage - Wine	7,937.01	12,590.54	11,956.08	15,102.09	11,406.00	27,195.19	5,835.81	10,596.00	9,805.00	9,124.89	8,989.52	10,642.88	141,271.81
Banquet Room Rental	3,548.22	2,004.83	2,393.52	2,781.67	1,961.00	1,846.00	1,707.00	2,230.00	1,813.00	2,835.53	1,816.88	5,463.11	30,000.76
Banquet Misc	6,850.00	3,100.00	4,450.00	14,150.00	39,050.00	10,108.95	10,350.00	1,785.00	1,800.00	5,370.00	2,650.00	4,338.03	150,535.95
BQT Service Charges & Fees	17,240.68	3,040.34	1,114.08	(640.88)	1,233.00	(770.00)	1,210.00	1,785.00	1,800.00	5,370.00	2,650.00	4,338.03	38,370.45
Employee Discount	3,904.81	1,988.18	2,900.45	10,857.04	16,712.08	12,155.18	9,039.82	6,282.54	10,087.59	23,170.88	6,530.34	17,313.24	120,903.16
F&B Allowance	(1,548.50)	(1,390.00)	(1,615.00)	(1,321.50)	(1,516.01)	(1,330.64)	(1,458.50)	(1,603.76)	(1,415.02)	(1,447.36)	(1,478.08)	(1,417.35)	(17,543.52)
	(8,240.89)	(10,463.30)	(13,150.76)	(2,973.22)	(3,739.16)	(3,338.26)	(3,835.88)	(4,036.11)	(4,147.20)	(2,856.11)	(3,690.84)	(2,874.12)	(84,221.82)
Total Food & Beverage	76,933.87	49,808.86	63,608.77	116,568.05	146,526.60	132,208.38	93,172.95	82,838.76	72,551.60	180,141.45	95,289.16	164,039.86	1,275,698.31
Cost of Goods Sold.													
COGS - Food & Beverage	(23,408.54)	(20,544.51)	(30,698.88)	(23,879.41)	(28,477.96)	(25,381.10)	(18,052.58)	(16,189.94)	(29,518.89)	(42,853.83)	(29,081.12)	(31,244.11)	(321,146.57)
COGS - Beer	(3,148.38)	(1,676.58)	(2,272.26)	(2,274.34)	(3,986.42)	(4,167.76)	(1,762.83)	(3,018.28)	(3,319.87)	(1,507.21)	(1,767.85)	(5,253.43)	(34,154.83)
COGS - Liquor	(3,799.12)	(4,077.12)	(7,450.74)	(4,462.29)	(7,381.43)	(8,738.73)	(3,077.75)	(4,905.98)	(4,120.51)	(5,242.41)	(5,183.40)	(7,317.24)	(63,758.70)
COGS - Wine	(1,113.24)	(934.66)	(1,800.55)	(855.45)	(1,058.45)	(1,067.74)	(473.90)	(885.86)	(1,050.97)	(1,087.86)	(822.75)	(1,304.06)	(12,256.51)
COGS - Pantry Items	(3,543.47)	(3,178.28)	(3,575.75)	(3,470.72)	(5,137.87)	(5,003.76)	(3,258.38)	(5,249.47)	(5,522.37)	(3,028.55)	(3,891.27)	(4,130.85)	(48,991.74)
Total Cost of Goods Sold.	(35,010.75)	(30,412.15)	(45,598.18)	(34,942.21)	(48,042.83)	(40,338.11)	(28,625.44)	(32,238.51)	(43,532.41)	(53,519.89)	(40,748.19)	(49,246.89)	(478,306.35)
Total Income	43,923.12	19,396.71	18,012.59	81,625.84	100,483.77	91,818.27	68,547.51	50,598.25	29,018.19	126,621.57	54,552.87	114,790.17	797,391.96
Gross Profit	43,923.12	18,368.71	18,012.59	81,625.84	100,483.77	91,818.27	68,547.51	50,598.25	29,018.19	126,621.57	54,552.87	114,790.17	797,391.96
Expense													
Food & Beverage Expenses													
Banquet Supplies	0.00	0.00	2,572.02	0.00	0.00	489.80	25.34	0.00	0.00	1,841.82	1,486.39	0.00	8,415.47
China, Glassware & Silver	0.00	0.00	3,555.55	0.00	0.00	0.00	0.00	296.50	0.00	0.00	0.00	0.00	3,852.05
Cleaning Supplies	674.08	902.57	920.80	681.82	788.82	1,622.04	650.10	906.43	1,228.17	1,178.09	410.25	778.83	10,753.70
Contract Labor	3,172.06	5,633.44	6,360.18	6,186.31	7,167.21	7,165.74	9,476.30	7,551.14	5,544.77	14,281.67	10,284.48	13,777.32	86,580.62
Dish Machine Rental	832.81	632.81	650.78	631.13	631.13	631.13	631.13	631.13	631.13	631.13	631.13	631.13	7,596.57
Kitchen Printing & Stationary	0.00	0.00	0.00	0.00	0.00	191.84	0.00	0.00	0.00	0.00	0.00	0.00	191.84
Kitchen Supplies	3,710.11	2,755.24	5,183.14	3,012.96	4,315.30	3,853.38	3,059.75	3,213.73	3,372.87	4,413.81	3,748.99	1,992.18	42,810.86
Linens	388.96	389.96	487.45	389.96	487.41	389.96	389.96	389.96	864.96	1,983.07	528.86	308.03	6,897.54
Menus	0.00	0.00	0.00	0.00	0.00	0.00	328.09	0.00	0.00	0.00	0.00	0.00	328.09
Tableware	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	163.75	444.55	403.02	0.00	1,011.32
Uniforms	135.85	0.00	0.00	0.00	0.00	0.00	156.45	0.00	0.00	0.00	381.52	0.00	673.92
Total Food & Beverage Expenses	8,714.97	10,314.02	19,709.72	10,911.78	13,389.67	14,343.89	14,717.12	12,988.89	11,808.45	24,774.94	17,854.84	17,485.59	177,011.78
Payroll													
Payroll - Convention Center	8,213.78	11,735.28	16,806.16	13,796.80	12,688.01	16,515.27	9,821.24	14,892.28	17,188.54	17,843.08	13,942.14	18,273.35	171,615.94
Payroll - Garden Grille FOH	11,133.17	11,046.28	14,961.61	9,384.92	9,436.36	10,765.42	8,824.60	12,859.53	8,687.12	9,118.18	9,687.64	9,743.59	125,478.42
Payroll - Garden Grille Kitch	17,932.63	19,804.21	30,274.78	20,075.53	21,985.70	19,883.70	23,685.98	24,339.52	21,686.32	19,454.24	19,280.15	21,518.58	258,820.77
Payroll - Sales	1,720.63	3,849.19	0.00	0.00	1,396.52	2,048.20	3,860.70	4,275.46	3,750.00	2,500.00	3,353.23	2,750.00	29,503.93
Payroll Taxes	3,419.27	3,949.09	5,044.50	3,424.62	3,459.01	3,825.63	3,825.63	4,362.88	3,945.90	3,763.07	3,483.19	3,686.90	48,196.47
Total Payroll	42,419.48	50,384.08	68,887.03	48,681.87	48,965.05	53,224.89	49,918.15	60,546.77	55,257.88	52,888.57	48,756.35	55,972.42	631,715.53
Total Expense	51,134.45	60,698.08	86,596.75	57,593.65	62,354.72	67,568.89	64,635.27	73,538.66	67,084.33	77,473.51	68,810.99	73,458.01	808,727.31
Net Ordinary Income	(7,211.33)	(41,301.37)	(68,584.16)	24,032.19	38,128.05	24,250.38	1,912.24	(22,938.41)	(38,045.14)	49,146.08	(12,058.02)	41,332.16	(11,335.35)
Net Income	(7,211.33)	(41,301.37)	(68,584.16)	24,032.19	38,128.05	24,250.38	1,912.24	(22,938.41)	(38,045.14)	49,146.08	(12,058.02)	41,332.16	(11,335.35)

— Exhibit 3 —

Lawton Lodging, LLC

Fixed Assets, Repairs & Maintenance, and FF&E Reserve Expenses

For the 3-year period November 01, 2020 thru December 31, 2023

	<u>Included</u>
Land Improvements	
Pool	25,327.00
Landscaping	21,832.00
Total Building & Improvements	<u>47,159.00</u>
Building & Improvements	
Other Building Improvements	153,108.06
Total Building & Improvements	<u>153,108.06</u>
Equipment	
Other	29,298.12
Total Equipment	<u>29,298.12</u>
Furniture and Fixtures	
Audio and Video	9,065.84
Cable/Security/Telephone System	129,518.73
Furniture/Fabric/Drapery	-
HVAC	14,413.96
Plumbing	22,712.50
Software/Computer	30,651.72
Televisions	85,851.08
Total Furniture and Fixtures	<u>\$ 292,213.83</u>
Repairs & Maintenance	
Automobile Expenses	2,577.62
Building Interior	66,863.68
Carpet/Floors	15,650.00
Electrical Repairs & Maintnce	26,441.72
Elevator Repairs & Maintnce	52,381.74
Equipment Repairs & Maintenanc	28,316.42
Fire & Sprinkler System	47,831.28
HVAC Repairs & Maintnce	111,355.79
Landscaping	68,512.42
Locks	4,716.78
Offsite Storage	-
Painting	66,718.52
Parking Lot	1,216.08
Pest Control	1,131.00
Plumbing	9,144.38
Pool Service	17,097.16
Supplies	40,698.25
Trash Removal	-
Total Repairs & Maintenance	<u>\$ 560,652.84</u>
FF&E Reserve Expense	
FF&E Reserve Expense	74,112.51
Total FF&E Reserve Expense	<u>\$ 74,112.51</u>
 GRAND TOTAL	 <u><u>1,003,436.30</u></u>

FRCM Scope: Complete

— Exhibit 4 —

Inn Code: LAWFG
 Hotel Name: Lawton-Fort Sill, OK
 FRCM Notification Date: 12/29/2023
 FRCM Design Approval Due Date: 6/30/2025
 FRCM Renovation Due Date: 6/30/2026
 Prepared By: Sean Sanders
 Renovation Number: RENO-001891



EXTERIOR

GROUNDS		Notes	
Outdoor String Lighting	Add	✓	
Patio Furniture (Chairs, Chaise, Dining, Umbrellas)	Replace	✓	

LOBBY AREA

ENTRANCE / VESTIBULE		Notes	
Wall Finishes (VWC, Paint)	Replace	✓	
Hardwire Lighting	Replace/Remove	✓	Remove cable lighting and install recessed can lights.
Hard Flooring	Replace	✓	

LOBBY		Notes	
Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	QA: Noted.
Window Treatments (Drapery, Sheers)	Remove	✓	Remove cabana drapery from columns at the cupola. Patch and repair ceiling.
Artwork / Decorative Accessories	Replace	✓	Current arrival graphics present: Garden Icon Art Application.
Upholstered Furniture & Decorative Pillows	Replace	✓	QA: Noted.
Hard Flooring	Replace	✓	
Window Treatments (Roller Shades, Blinds)	Replace	✓	
Fireplace	Reimage	✓	
Decorative Hardwired Lighting (Pendants, Sconces, Surface Mounted)	Replace	✓	
Millwork*	Reimage	✓	
Casegoods†	Replace	✓	

REGISTRATION		Notes	
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Hard Flooring	Replace	✓	
Millwork*	Reimage	✓	

PUBLIC RESTROOMS

PUBLIC RESTROOMS		Notes	
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Hard Flooring	Replace	✓	QA: Noted.
Wall Tile	Replace	✓	
Accessories**	Replace	✓	
Vanity	Replace	✓	
Partitions (Stall, Urinal)	Replace	✓	
Mirrors	Replace	✓	

FOOD & BEVERAGE

BAR		Notes	
Wall Finishes (VWC, Paint)	Replace	✓	QA: Noted.
Artwork / Decorative Accessories	Replace	✓	

Dining Chairs & Bar Height Chairs	Replace	✓	
Upholstered Furniture & Decorative Pillows	Replace	✓	QA: Noted.
Dining Tables (Laminate Tops)	Replace	✓	
Dining Tables (Natural & Stone Tops)	Replace	✓	
Hard Flooring	Replace	✓	
Window Treatments (Roller Shades, Blinds)	Replace	✓	
Decorative Hardwired Lighting (Pendants, Sconces, Surface Mounted)	Replace	✓	
Bar / Back Bar	Reimage/Replace	✓	
Millwork*	Reimage	✓	
Casegoodst	Replace	✓	

RESTAURANT			Notes
Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	QA: Noted.
Artwork / Decorative Accessories	Replace	✓	
Upholstered Furniture & Decorative Pillows	Replace	✓	QA: Noted.
Banquettes	Replace	✓	
Dining Chairs & Bar Height Chairs	Replace	✓	QA: Noted.
Dining Tables (Laminate Tops)	Replace	✓	QA: Noted.
Dining Tables (Natural & Stone Tops)	Replace	✓	QA: Noted.
Hard Flooring	Replace	✓	
Visible Finishes at/in Chef's Window	Replace	✓	
Window Treatments (Roller Shades, Blinds)	Replace	✓	
Decorative Hardwired Lighting (Pendants, Sconces, Surface Mounted)	Replace	✓	
Millwork*	Reimage	✓	
Casegoodst	Replace	✓	QA: Noted.

MEETING FACILITIES

PRE-FUNCTION AREAS			Notes
Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	Includes Pre-Function Vestibule.
Artwork / Decorative Accessories	Replace	✓	
Upholstered Furniture & Decorative Pillows	Replace	✓	
Hard Flooring	Replace	✓	Includes Pre-Function Vestibule.
Window Treatments (Roller Shades, Blinds)	Replace	✓	
Decorative Hardwired Lighting (Pendants, Sconces, Surface Mounted)	Replace	✓	Includes Pre-Function Vestibule, if existing fixtures apply.
Millwork*	Reimage	✓	
Casegoodst	Replace	✓	

MEETING ROOMS			Notes
Carpet, Pad, & Base	Replace	✓	
Wall Finishes (including airwalls, if any)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Stack Chairs	Replace	✓	
Decorative Hardwired Lighting (Pendants, Sconces, Surface Mounted)	Replace	✓	
Millwork*	Reimage	✓	

BOARDROOM			Notes
Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Window Treatments (Drapery, Sheers)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Boardroom Ergonomic Chairs	Replace	✓	
Mirrors	Replace	✓	
Millwork*	Replace	✓	

Casegoods†	Replace	✓	Ensure Boardroom table has integrated power, data, and AV connections. QA: Noted.
Boardroom Appliances	Replace	✓	Undercounter refrigerator.
BUSINESS CENTER		Notes	
Carpet, Pad, & Base	Replace	✓	Business Center can be converted to approved alternative space. On-demand guest printing must be available in the lobby.
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Task Chair	Replace	✓	
Millwork*	Reimage	✓	QA: Noted.
Hardwire Lighting	Replace/Remove	✓	Replace the metallic diffuser light fixtures with new decorative troffer light fixtures.

RECREATION FACILITIES

FITNESS		Notes	
Flooring & Base (Resilient, Rubber)	Replace	✓	QA: Noted.
Wall Finishes (VWC, Paint)	Replace	✓	
Towel Storage Unit	Replace	✓	QA: Noted.
Hard Flooring	Replace	✓	
Window Treatments (Roller Shades, Blinds)	Replace	✓	
Mirrors	Replace	✓	

CIRCULATION

CORRIDORS & VENDING		Notes	
Carpet, Pad, & Base	Replace	✓	Includes Stairwells. QA: Noted - Corridors and Stairwells.
Wall Finishes (VWC, Paint)	Replace	✓	QA: Noted.
Window Treatments (Drapery, Sheers)	Replace	✓	
Hard Flooring	Replace	✓	1st Floor, Vending, & Secondary Entrances.
Window Treatments (Roller Shades, Blinds)	Replace	✓	
Decorative Hardwired Lighting (Pendants, Sconces, Surface Mounted)	Replace	✓	QA: Noted.

GUEST LAUNDRY		Notes	
Wall Finishes (VWC, Paint)	Replace	✓	Conceal connections. QA: Noted.
Hard Flooring	Replace	✓	QA: Noted.
Built-in Countertop & Seating	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	

ELEVATOR LOBBIES		Notes	
Carpet, Pad, & Base	Replace	✓	Upper Floors.
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Plug-in Lighting / Lamps	Replace	✓	
Hard Flooring	Replace	✓	1st Floor.
Mirrors	Replace	✓	
Decorative Hardwired Lighting (Pendants, Sconces, Surface Mounted)	Replace	✓	QA: Noted.
Casegoods†	Replace	✓	

ELEVATORS		Notes	
Hard Flooring	Replace	✓	QA: Noted.
Wall Panels	Replace	✓	

GUEST ROOMS / SUITES

BEDROOM / LIVING ROOM		Notes	
Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Window Treatments (Drapery, Sheers, Roller Shades)	Replace	✓	QA: Noted.
Artwork / Decorative Accessories	Replace	✓	
Mirrors	Replace	✓	
Plug-in Lighting / Lamps	Replace	✓	

Upholstered Furniture & Decorative Pillows	Replace	✓	
Task Chair	Replace	✓	
Box Spring Covers & Accessible Bed Skirts	Replace	✓	
Bed Bases & Accessible Bed Frames	Replace	✓	
Hard Flooring	Repair	✓	
Guestroom Appliances (Microwave, Refrigerator)	Replace	✓	
Millwork*	Reimage	✓	
Casegoods†	Replace	✓	QA: Graded - Desks - 3G 6N of 9 rooms. QA: Noted - Several different casegood types, but Hospitality Centers were 2G 7N of 9 rooms.
Mattresses / Box Springs (if any)	Replace	✓	Mfg 2013.
Accessories**		✓	Wet bar in suites.

BATHROOM		Notes	
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Vanity Base	Restore	✓	
Hard Flooring	Repair	✓	QA: Noted.
Decorative Hardwired Lighting (Pendants, Sconces, Surface Mounted)	Replace	✓	QA: Noted - Corrosion noted on towel racks and light fixtures.
Back Lit / Illuminated Mirrors	Add/Replace	✓	Decorative, framed, non-illuminated mirrors present.
Amenity Shelf	Replace	✓	QA: Noted - Corrosion noted on towel racks and light fixtures.
Towel Shelf	Replace/Remove	✓	QA: Noted - Corrosion noted on towel racks and light fixtures.

SIGNAGE

INTERIOR SIGNAGE		Notes	
Signage (Room Number, Wayfinding)	Replace	✓	

OTHER

BRAND PROGRAM ELEMENTS		Notes	
Remove "Project Grow" elements	Remove	✓	
Add dining tables of varying heights	Add	✓	
Convert closets to open concept with shelving organizer in guest rooms	Add	✓	
Remove Pendant at Front Desk	Remove	✓	
Add chef's window closure solution	Add	✓	
Add/Update outdoor terrace	Update	✓	
Install electric mirror in guest bathrooms	Add	✓	
Install new hospitality unit with stainless steel appliances	Add	✓	

ACCEPTED
 -email digital -
 LAWTON LODGING, LLC
 Manager.

Hilton Garden Inn FRCM DISCLAIMERS :

FRCM Scope is not inclusive of all tasks and replacements that may be required as part of a renovation, including:

1. All items currently graded by QA for Condition are the responsibility of the hotel to address.
2. The hotel must follow the current Hilton Global Design Services Approval Process, including the acquisition of a design professional, prior to commencing any renovation of guest-facing areas.
3. Consultation of the appropriate Brand Design Guide and/or Renovation Guide, available at designinformation.hilton.com, is recommended to assist with design direction and planning.
4. Coordination of pre-existing surfaces and furnishings must align with updated decor. Additional items may need to be addressed beyond the FRCM Scope to create a coordinated final presentation.
5. Surrounding area painting (i.e., door trim, doors, cornices, ceilings) are expected as part of routine maintenance and will need to coordinate with any new decor.
6. Switches, outlets, and covers are expected to be replaced at the appropriate time to maintain a "like-new" presentation.
7. FRCM does not address fire, life safety or ADA requirements, which remain the responsibility of the hotel to be current.
8. FRCM does not address the following areas. These remain the responsibility of the hotel to maintain in good condition:
 - Back-of-house
 - Stairwells
 - Pool Area
 - Exterior, Sidewalks, Porte Cochere, Landscaping
 - Doors / Door Hardware
 - Windows
 - Mechanical, PTACs/VTACs, Chillers
 - Ceiling Tile
 - Recessed Lighting Fixtures
 - Kitchen, Guest Laundry, & Retail Refrigeration Equipment
 - Meeting Room Projection and Sound Systems
9. Televisions, Fitness Equipment, and Mattresses each have their own replacement cycles per Brand Standards. They may be included in the FRCM Scope if they are past-due or due for replacement at the time of the renovation. The requirements will continue to be tracked by QA if off-cycle with FRCM and remain the responsibility of the hotel to be current.
10. Hilton defines the following terms as such. Please consult your AD&C Project Manager for further details:
 - Add: install a new item.
 - Convert: transform to a new function.
 - Expand: make larger or more extensive.
 - Reimage: create a new visual design of the item by replacing or fixing damaged areas, and then painting, staining, professionally refinishing, or recladding surfaces to be cohesive with other items.
 - Remove: eliminate the item.
 - Repair: return the item to its original condition by replacing or fixing damaged areas.
 - Replace: remove the item and change with a new item.
 - Restore: return the item to its original finish/condition by replacing or fixing damaged areas; removing scratches, dents, and water marks; and/or professionally refinishing surfaces.
 - Reupholster: update the item with a new cover material (and refill if needed) to bring to its original condition.

*Millwork includes all affixed solid furniture/finishes, including all columns, walls, bases, cabinets, counters, buffets, built-ins, wetbars/sinks, the front desk, and similar items.

†Casegoods includes all moveable solid furniture, including all tables, credenzas, consoles, buffets, backsplashes, headboards, nightstands, dressers, desks, and similar items.

**Accessories for Public Restrooms include all required items per Brand Standard 2503.00. H.

PERMANENT EASEMENT
(Utility and Right-of-way)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Lawton Economic Development Authority, an Oklahoma public trust, of 212 SW 9th STREET, LAWTON, OKLAHOMA 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars in hand paid, the receipt of which is hereby acknowledged, on behalf of the Grantor and said Grantor executors, administrators, successors and assigns, do hereby Grant, Bargain, Sell and Convey unto **CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9th STREET, LAWTON, OKLAHOMA 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its administrators, successors and assigns, and dedicate to the public a permanent easement for utilities and right-of-way in, over, across and along, and upon the following described real property and premises situate in Comanche County, State of Oklahoma to-wit:

The West 60 feet of the Southwest Quarter (SW ¼) of Section One (1), Township One (1) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, which includes the 33-foot statutory right-of-way thereupon.

with the right of ingress and egress to and from the same for the purpose of installing, constructing, operating, maintaining, repairing and replacing in, over, through, and upon the said property as described a sewer line, a water line and any other public utility or utilities, along with the further right to operate, maintain, repair or replace the same, and for use as a roadway, walkway, driveway, for ingress and egress to any adjacent property, for parking and movement of motor vehicles, and for the comfort and convenience of Grantee, its customers, invitees, agents, licensees, contractors, assignees and employees, including the right, now or at any time in perpetuity.

Signed and delivered this _____ day of _____, 2024.

**Lawton Economic Development Authority,
an Oklahoma public trust**

By: _____

Fred L. Fitch, Chairman

ACKNOWLEDGMENT

[illegible]

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2024, personally appeared Fred L. 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 they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such public body corporate, for the uses and purposes therein set forth.

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

Notary Public

My commission expires:

My commission number:

ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton,
Oklahoma, this _____ day of _____, 2024.

CITY OF LAWTON, OKLAHOMA
a municipal corporation

ATTEST:

Stanley Booker, Mayor

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this _____ day
of _____, 2024.

Timothy Wilson. Acting City Attorney

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA, THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY, LAWTON, STATE OF OKLAHOMA, MET IN ITS REGULAR SESSION AT THE THIRD FLOOR CONFERENCE ROOM, LAWTON CITY HALL, 212 S.W. 9TH, LAWTON, OKLAHOMA, AT 2:00 P.M. ON THE 19TH DAY OF OCTOBER, 2023.

PRESENT: Fitch, Warren, Madigan, Means, Nance, Neal

ABSENT: Hensley, Gill, Sheppard

THEREUPON the Chair introduced a Resolution which was read in full by the Secretary and upon motion by Trustee Madigan, seconded by Trustee Warren, said Resolution was adopted by the following vote:

AYE: Madigan, Means, Nance, Neal, Fitch, Warren

NAY: None

Said Resolution was thereupon signed by the Chair, attested by the Secretary of the Authority, sealed with the seal of said Authority, and is as follows:

RESOLUTION NO. 23-04

A RESOLUTION APPROVING AND AUTHORIZING THE FINANCIAL ADVISOR ACTING ON BEHALF OF THE TRUSTEES OF THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY (HEREIN THE "AUTHORITY") TO PREPARE AND CIRCULATE INFORMATIONAL AND BID PACKETS REGARDING THE POTENTIAL ACQUISITION, CONSTRUCTION, EQUIPPING, RENOVATING, AND IMPROVING OF CERTAIN CAPITAL IMPROVEMENT PROJECTS TO BE LOCATED WITHIN THE CITY OF LAWTON, OKLAHOMA (THE "CITY"); BASED UPON THE INDUCEMENT RESOLUTION OF THE CITY APPROVED SEPTEMBER 12, 2023 CONTEMPLATING THE CAPITAL IMPROVEMENT PROJECTS; AUTHORIZING AND DIRECTING THE EXECUTION OF THE DOCUMENTS RELATING THERETO; APPROVING AND AUTHORIZING OFFICERS OF THE AUTHORITY TO TAKE ACTION AND EXECUTE ALL RELATED INSTRUMENTS AND DOCUMENTS AND CONTAINING OTHER PROVISIONS RELATING THERETO; AND THE TAKING OF OTHER ACTION WITH RESPECT THERETO.

WHEREAS, the Lawton Economic Development Authority, a public trust (the "Authority"), has been created by a Trust Indenture for the use and benefit of the City of Lawton, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176-180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Trustees of the Lawton Economic Development Authority have determined to issue indebtedness for the purpose of financing all or a portion of the cost of the acquisition, construction, equipping, renovating, and improving of certain capital improvement projects to be

located within the City, and pay costs of issuance related thereto, providing economic savings in support of the Authority's purposes (collectively, the "Project"); and

WHEREAS, the Authority needs to determine through an information bid process the best course of action in completing the Project (as herein defined); and

WHEREAS, it would be in the best interests of the Trust Estate of the Authority for the financial advisor of the Authority to prepare and circulate such informational and bid packets as necessary to effectuate the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY:

SECTION 1. The financial advisor for the Authority, BOK Financial Securities, Inc., is hereby authorized to prepare and circulate informational and bid packets for the purpose of determining the costs, processes, expectations, and facts necessary to effectuate a financing of all or a portion of the cost of the acquisition, construction, equipping, renovating, and improving of certain capital improvement projects to be located within the City (the "Project") are hereby and by these presents duly authorized and approved, based on the final financing documents being acceptable to the officers of the Authority.

SECTION 2. The Chair, Vice-Chair and Secretary of Trustees (the "Officers") hereby are authorized and directed, on behalf of the Authority, to determine the form and substance of, and to execute, attest and deliver any informational or bid packets as prepared by the financial advisor, all for and on behalf of the Authority.

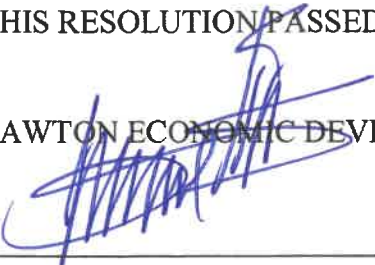
SECTION 3.

This resolution shall become effective immediately.

[Remainder of page left blank intentionally]

THIS RESOLUTION PASSED AND APPROVED THIS 19TH DAY OF OCTOBER, 2023.

LAWTON ECONOMIC DEVELOPMENT AUTHORITY



Chair

ATTEST:



Secretary
(SEAL)

APPROVED as to form and legality the 19th day of October, 2023.



Tim Wilson, Acting City Attorney

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Lawton Economic Development Authority.

I further certify that the Trustees of the Lawton Economic Development Authority held a Regular Meeting at 2:00 P.M. on October 19, 2023, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT: Fitch, Warren, Madigan, Means, Nance, Neal

ABSENT: Hensley, Gill, Sheppard

MOTION MADE BY: Madigan

MOTION SECONDED BY: Warren

AYE: Madigan, Means, Nance, Neal, Fitch, Warren

NAY: None

WITNESS MY HAND THIS 19TH DAY OF OCTOBER, 2023.

(SEAL)

LAWTON ECONOMIC DEVELOPMENT
AUTHORITY


Secretary

EXHIBIT D
to LEDA-Westwin Loan Agreement

FORM OF REQUEST FOR ADVANCE

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

TO: LAWTON ECONOMIC DEVELOPMENT AUTHORITY (“Lender”)

Lender is requested to disburse an Advance in the amount(s), to the person(s) and for the purpose(s) set forth in this Request. The terms used in this Request shall have the meanings ascribed to them in the Loan Agreement dated December ____, 2023 between Borrower and Lender (“Loan Agreement”).

1. **REQUEST NO:** 001

2. The name and address of the person, firm or corporation to whom each such payment is due and the purpose of such payment are (SEE ATTACHED INVOICES) (or, if such payment has been made by the Borrower, Lender is hereby requested to reimburse the Borrower directly for such payment as indicated below (check or wire instructions).

3. **AMOUNT OF ADVANCE REQUESTED:** \$593,366.69

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

(a) the total amount of the Advance set forth in line 3 above represents costs that were made or incurred and were necessary for the development and construction of the Pilot Facility and were made or incurred in substantial accordance with the Construction Contracts and the Plans and Specifications heretofore in effect;

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

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

(d) the total amount of the Advance requested in line 3 above is a proper charge against and properly payable from the Loan Proceeds pursuant to the Loan Agreement;

(e) the amount of Loan Proceeds remaining, together with Borrower’s cash funds on hand and other funds available to the Borrower (including subordinate financing and capital contributions to be made by the Borrower’s partners), after payment of the amount requested in this Request, will be sufficient to pay the entire costs of completing and commissioning the Pilot

Facility in accordance with the Construction Contracts, the Plans and Specifications and building permits therefor;

(f) the attached Construction Report, as required by Section 4.02(d) of the Loan Agreement, and the attached Budget Report, as required by Section 4.02(e), are true and accurate;

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

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

(i) all construction to date has been performed in accordance with the Plans and Specifications;

(m) there have been no changes in the Plans and Specifications or the Construction Contracts, except as previously approved by Lender in writing;

(n) there have been no changes in the time schedule within which the construction of the Improvements is to be complete, as previously approved in writing by Lender;

(o) there is no extra work, labor or materials ordered or contracted for in excess of items and amounts reflected in the approved Budget, except a previously approved in writing by Lender;

(p) all conditions to the disbursement of an Advance as set forth in the Loan Agreement have been fulfilled;

(q) no Event of Default has occurred and is continuing under the Loan Documents and nothing has occurred to the knowledge of the Borrower that would prevent the performance of its Obligations under the Loan Documents;

(r) the representations and warranties of the Borrower set forth in Article 5 of the Loan Agreement remain true and accurate; and

(s) no material breach of the covenants contained in Article 6 of the Loan Agreement has occurred.

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

[Remainder of Page Intentionally Left Blank]

Executed this 20th day of February 2024.

WESTWIN ELEMENTS, INC.,
a Delaware corporation

**EXHIBIT NOT FOR SIGNATURE; ORIGINAL
DOCUMENT TO BE SIGNED SEPARATELY
FOR EACH REQUEST**

By: [Signature]
KaLeigh Long, CEO

STATE OF OKLAHOMA)
) ss.
COUNTY OF Washington)

Before me, a Notary Public in and for said State, on this 20 day of Feb, 2024, personally appeared KaLeigh Long, to me known to be the identical person who subscribed the name of Westwin Elements, Inc., to the foregoing instrument as the CEO of Westwin Elements, Inc., and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

[Signature]
Notary Public

My Commission number: 17010559
My Commission expires: 11/15/2025



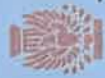
THIS SECTION FOR APPROVAL BY LENDER

Request for Advance No. ____ approved this ____ day of _____, 202__

LAWTON ECONOMIC DEVELOPMENT
AUTHORITY, a public trust

**EXHIBIT NOT FOR SIGNATURE; ORIGINAL
DOCUMENT TO BE SIGNED SEPARATELY
ON APPROVAL OF EACH REQUEST**

By: _____
Chairman



AIA® Document G702® - 1992

Application and Certificate for Payment

TO OWNER:	City of Lawton	PROJECT:	23PP01	APPLICATION NO:	001	Distribution to:	☒ OWNER
FROM:	Westwin Elements Inc.	VIA		PERIOD TO:	January 31, 2024	ARCHITECT:	☐
CONTRACTOR:	Westwin Elements Inc.	ARCHITECT:	Ambler Architects	CONTRACT FOR:	Pilot Plant Construction	CONTRACTOR:	☐
				CONTRACT DATE:	December 12, 2023	FIELD:	☐
				PROJECT NOS:	23 / PP / 01	OTHER:	☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$3,707,193.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$3,707,193.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$593,366.69

5. RETAINAGE:

- a. 0.00 % of Completed Work
(Column D + E on G703)
- b. 0 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$593,366.69

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0.00

8. CURRENT PAYMENT DUE \$593,366.69

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$3,113,826.31
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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

CONTRACTOR: Westwin Elements Date: 02/19/24
By: Westwin Elements
State of: Oklahoma

County of: Comanche

Subscribed and sworn to before me this 19 day of February, 2024

Notary Public: [Signature]
My Commission expires June 15, 2027

JORGE ARRIAGA
Notary Public - State of Oklahoma
Commission Number 15006463
My Commission Expires June 15, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$593,366.69
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 02/20/2024

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

Continuation Sheet

AIA Document G702, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.		APPLICATION NO: 001	
Use Column I on Contracts where variable retainage for line items may apply.		APPLICATION DATE: February 15, 2024	
		PERIOD TO: January 31, 2024	
		ARCHITECT'S PROJECT NO: 23PP01	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
100a	PB - Building Supply	320,753.00	0.00	0.00	314,337.94	0.00	314,337.94	6,415.06	0.00
100b	PB - Building Erection	124,809.00	0.00	0.00	0.00	0.00	0.00	124,809.00	0.00
101	PB - Foundation								
101	Excavation	131,100.00	0.00	0.00	126,464.60	0.00	126,464.60	4,635.40	0.00
102	Site Fencing	37,225.00	0.00	0.00	0.00	0.00	0.00	37,225.00	0.00
103	PB - Concrete Foundation	325,929.00	0.00	0.00	94,500.00	0.00	94,500.00	231,429.00	0.00
104	Site Work / Grading	547,906.00	0.00	0.00	58,064.15	0.00	58,064.15	489,841.85	0.00
105	Site Utilities	217,920.00	0.00	0.00	0.00	0.00	0.00	217,920.00	0.00
106	Site Electrical	86,589.00	0.00	0.00	0.00	0.00	0.00	86,589.00	0.00
107	PB - Plumbing	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0.00
108	PB - Electrical	126,000.00	0.00	0.00	0.00	0.00	0.00	126,000.00	0.00
109	Site Paving	474,578.00	0.00	0.00	0.00	0.00	0.00	474,578.00	0.00
110a	Crane Steel - Supply & Install	216,320.00	0.00	0.00	0.00	0.00	0.00	216,320.00	0.00
110b	Mezzanine Steel - Supply & Install	455,023.00	0.00	0.00	0.00	0.00	0.00	455,023.00	0.00
111	Bridge Crane	76,550.00	0.00	0.00	0.00	0.00	0.00	76,550.00	0.00
112	Control Room Structure	41,700.00	0.00	0.00	0.00	0.00	0.00	41,700.00	0.00
113	Lab Structure	26,480.00	0.00	0.00	0.00	0.00	0.00	26,480.00	0.00
114	Generator	135,011.00	0.00	0.00	0.00	0.00	0.00	135,011.00	0.00
115	Transformer	44,600.00	0.00	0.00	0.00	0.00	0.00	44,600.00	0.00
116	HVAC Equipment	283,700.00	0.00	0.00	0.00	0.00	0.00	283,700.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	GRAND TOTAL	\$3,707,193.00	\$0.00	\$593,366.69	\$593,366.69	\$0.00	\$593,366.69	\$3,113,826.31	\$0.00