

AGENDA
Lawton Economic Development Authority
JUNE 16, 2022—2:00 PM
City Hall
3rd Floor Conference Room
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 May 19, 2022 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. Receive a report from Lawton Economic Development Corporation regarding current industrial prospects.
5. Consider approving a proposed transaction between LEDA and the City of Lawton regarding the real property located at 910 SW B Avenue and 909 SW C Avenue and take action as deemed necessary.
6. Consider approving an agreement between LEDA and CEDL for fiscal year 2022-2023 and take action as deemed necessary.
7. Consider approving an agreement between LEDA, CEDL, and City of Lawton for fiscal year 2022-2023 and take action as deemed necessary.
8. Consider approving a 12-month contract extension with Lawn Wizards for the mowing of LEDA and LURA properties and take action as necessary.
9. Report on project activities, issues, and programs including discussion and possible action on implementation and coordination.

DISCUSSION ITEMS AND REPORTS

ADJOURNMENT

MINUTES
LAWTON ECONOMIC DEVELOPMENT AUTHORITY
THIRD FLOOR CONFERENCE ROOM
NEW CITY HALL
MAY 19, 2022 AT 2:00 P.M.

Fred Fitch, Chair, called the meeting to order at 2:01 p.m. in Third Floor Conference Room. Meeting notice and agenda were posted on the City Hall bulletin board as required by State Law.

ROLL CALL:

PRESENT: Fred Fitch, Sean Fortenbaugh, Randy Warren, David Means, Larry Neal, Ernie Sheppard

ABSENT: David Denham, David Madigan, Ron Nance

OTHERS PRESENT: Richard Rogalski, Executive Director; Susan Schlecht, Finance Department; Donalynn Blazek-Scherler, City Clerk's Office; John Ratliff, City Attorney; Michael Cleghorn, City Manager; Kim McConnell, Lawton Constitution; Eric Swanson, Southwest Ledger

BUSINESS ITEMS

- 1. Consider approving the minutes of the January 20, 2022 meeting.**
- 2. Consider approving invoices, requisitions, and all other submitted materials for payment and take action as deemed necessary.**

Schlecht stated these invoices will cover from December of 2021 to May 19, 2022.

Schlecht stated there are two cash transfers from the TIF 2 account to the Apportionment Fund at Bank of Oklahoma in the amounts of \$273,000.00 and \$84,000.00.

Schlecht stated the remaining invoices are all for legal services from Center for Economic Development Law. The amounts are \$820.00, \$517.50, \$1,022.50, \$317.50, and \$4,340.00.

Chairman Fitch asked if there is a breakdown of exactly what these fees are for.

Schlecht stated they are all legal fees pertaining only to TIF 2, the retail district. All the other TIFs are funded from hotel/motel money.

- 3. Receive Financial Report and take action as deemed necessary.**

Schlecht presented the Balance Sheets and Income and Expense Activity Reports for December 2021, January 2022, February 2022, March 2022, and April 2022. These reports are available in the City Clerk's Office.

Schlecht also reviewed a breakdown of the LEDA loan. This document is available in the City Clerk's Office. Schlecht stated we are in good shape to make the payment and will also have 2 months of sales and use tax to be used on the next interest payment as well.

Motion by Sheppard, **Second** by Warren, to approve the financial reports for December 2021 through April 2022. **AYE:** Warren, Means, Neal, Sheppard, Fitch, Fortenbaugh **NAY:** None.
Motion Passed.

4. Discuss a proposed transaction between LEDA and the City of Lawton regarding the real property located at 910 SW B Avenue and 909 SW C Avenue, provide direction to staff, and take action as deemed necessary.

Chairman Fitch gave background on the original purchase of the two vacant lots located to the West of City Hall. He stated that LEDA owns these lots because the City didn't have the money when the lots were bought. The purchase price was about \$90,000.00.

Rogalski stated there is also an additional bill for \$10,000.00 for the demolition of a house that was there. That takes LEDA's total investment to about \$100,000.00. Rogalski stated there is also a LURA landfill bill for demolitions that were done on 2nd Street. The cost of the bill is about \$115,000.00, and it would eventually become a LEDA obligation. He recommends including this bill as part of the transaction.

Chairman Fitch stated he recommends transferring the two lots back to the City, and the City waive the landfill bill currently under LURA.

Schlecht stated she would like to look at the numbers on both sides.

Rogalski stated we will bring back some documentation to take action on.

5. Report on project activities, issues, and programs including discussion and possible action on implementation and coordination.

Rogalski stated a tenant in Lawton Town Center is looking to move into the vacant space next to Petco. He stated this is not a big deal except for the antique retainage we have been holding from the developer as part of their incentive. This will have to be worked through, but it is not a large amount of money.

Rogalski discussed refocusing a TIF district around Central Plaza to recapture the investment that FISTA is putting in. He stated if someone is leasing that property, then they have to pay a property tax in lieu of, and we could capture that to help fund that project as an additional funding mechanism. He stated we would restart that TIF to allow for a longer time period and also add a sales tax TIF. Rogalski also discussed the possibility of TIF 7 on the North side of 2nd Street.

EXECUTIVE SESSION

1. Pursuant to Section 307C.11, Title 25, Oklahoma Statute, consider convening in executive session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within our jurisdiction, as public disclosure of the matter discussed would interfere with the development of products or services and/or violate the confidentiality of the business.

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

The Lawton Economic Development Authority remained in Executive Session from 2:40pm to 3:11pm. Roll call at the conclusion of the executive session showed all the same members were still present.

Chairman Fitch stated no action was needed on items discussed in Executive Session.

DISCUSSION ITEMS AND REPORTS

No Discussion

ADJOURNMENT

There being no further business, the meeting adjourned at 3:12pm.

Motion by Warren, **Second** by Sheppard, to adjourn the meeting of May 19, 2022. **AYE:** Neal, Sheppard, Fitch, Fortenbaugh, Warren, Means **NAY:** None. ***Motion Passed.***

**RETAINER AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES**

This Agreement is made and entered into effective the 1st day of July, 2022, by and between the LAWTON ECONOMIC DEVELOPMENT AUTHORITY, hereinafter referred to as “LEDA” and the Center for Economic Development Law, hereinafter referred to as “Firm”.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The Firm agrees to provide legal services, professional assistance and advice with respect to the implementation of approved project plans and such other economic development support and strategic assistance as may be requested by LEDA from time to time.

2. All services performed by the Firm under this Agreement shall be performed by the attorneys or staff of the Center for Economic Development Law listed on Exhibit “A” (attached). The rights and obligations of the Firm hereunder are not assignable and cannot be delegated, as the Firm has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of LEDA shall be void and, at the option of LEDA, this Agreement shall be terminated.

3. To the extent that Firm performs all necessary services listed above, LEDA shall compensate Firm at the hourly rates listed on Exhibit “A”. LEDA shall reimburse the Firm for necessary expenses such as court costs, mileage at the rate of thirty-six cents (.36¢) per mile, and any other similar expense items, which are incurred by Firm in this matter. LEDA shall not be billed, nor shall LEDA be required to pay travel time for more than the senior traveling member of the Firm if more than one attorney member travels at the same time, nor shall LEDA pay travel expenses or time for law clerks and legal assistants.

4. The Firm agrees that in the performance of this Agreement it will comply with all applicable local, state and federal laws.

5. Firm shall periodically submit a claim for payment of services to the Executive Director and Chairman, which payment will be made after approval of the claim by LEDA. The claim shall include, at a minimum, the date services were rendered, and the nature of services rendered, the time expended for services and the total amount claimed. In the event a claim exceeds One Thousand Dollars (\$1,000.00), a signed affidavit, on a form provided by LEDA, shall accompany the claim.

6. The Executive Director and Chairman shall be LEDA's representative for all matters pertaining to this Agreement.

7. It is understood and agreed, with respect to the services Firm shall render pursuant to this Agreement that Firm will perform such services exclusively as an independent contractor of and not as an agent or employee of LEDA.

8. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

9. The Firm hereby agrees during the term of this Agreement and any extension thereof to maintain in force and effect a professional liability insurance policy providing coverage in the amount of \$500,000.00 to insure against any actual or claimed liability of the Firm as a result of its attorneys' performances for the LEDA under this Agreement.

10. This Agreement shall commence effective July 1, 2022 and shall remain in full force and effect through June 30, 2023, at which time the Agreement may be extended subject to monies being appropriated to fund the Agreement beyond the current fiscal year.

11. Upon expiration or sooner termination of this Agreement, Firm shall immediately deliver all pleadings, documents and materials to the Executive Director and Chairman, which shall become the property of LEDA.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date and year first above written.

LAWTON ECONOMIC DEVELOPMENT
AUTHORITY (LEDA)

Fred Fitch, Chairman

ATTEST:

Larry Neal, Secretary

CENTER FOR ECONOMIC
DEVELOPMENT LAW (FIRM)

Dan Batchelor

Approved as to form and legality this _____ day of _____, 2022.

City Attorney

EXHIBIT "A"

CENTER FOR ECONOMIC DEVELOPMENT LAW
2020 SCHEDULE OF PROFESSIONAL FEES

ATTORNEYS:

HOURLY RATES:

Principals	\$300.00
Dan Batchelor	
Leslie V. Batchelor	
Partners	\$275.00
Emily K. Pomeroy	
Lisa M. Harden	
Jeff Sabin	
Associates	\$250.00

OTHER LEGAL AND DEVELOPMENT PROFESSIONALS:

Development/Planning Consultant	\$200.00
Senior Legal Assistant	\$ 95.00
Law Clerk/Legal Intern	\$ 95.00
Legal Assistant	\$ 55.00
Administrative Assistant	\$ 55.00

Reimbursement of actual and reasonable expenses.

July 1, 2022

Honorable Stanley Booker, Mayor
City of Lawton
212 W. 9th Street
Lawton, OK 73501

Fred L. Fitch, Chairman
Lawton Economic Development Authority
212 W. 9th Street
Lawton, OK 73501

Re: Professional Services Agreement; Legal Services, Advice and Consultation to for the City of Lawton (the “City”) and the Lawton Economic Development Authority (“LEDA”) in Implementing the STEDI Project Plan and Non-Retail Business Economic Development Assistance Policy, and Developing Economic Development Strategies Under the Local Development Act

Dear Mayor Booker and Chairman Fitch:

Pursuant to our prior correspondence, we are providing this professional services agreement regarding the engagement of our firm, the Center for Economic Development Law (“Firm”), which is effective for the current fiscal year ending June 30, 2023, pursuant to which the Firm agrees to provide legal services, consultation, and advice to the City and LEDA. We appreciate the opportunity to assist the City and LEDA with respect to its economic development objectives, activities and strategies, including its tax increment financing programs and other initiatives, and we provide this letter to confirm our understandings regarding our engagement.

1. Scope of Engagement. The Firm will provide the City and LEDA with legal advice, consultation, and representation on a continuing basis to assist (a) in evaluating, analyzing, and memorializing the terms of new prospective developments that seek financial assistance under the STEDI Project Plan and the Non-Retail Business Economic Development Assistance Policy, Council Policy 1-11; and (b) with continuing implementation activities under the STEDI Project Plan; and (c) assist the City in evaluating supportive economic development initiatives (collectively, the “Engagement”), as follows:

A. New Developments. Upon direction from the Mayor of the City, the Firm agrees to provide its services for each new prospective development, described in three categories:

1. Initial Evaluation: Includes the Firm’s review and analysis of the prospective development proposal, including, amount of capital investment, number and quality of jobs created, amount of assistance requested, and eligibility of project; review of REMI report; analysis of tax increment revenue the proposed development will generate and the financial impact of the project on the community and affected taxing jurisdictions.

2. Preliminary (Draft) Conditional Development Agreement: This includes the Firm’s preparation of a draft conditional development agreement based on the term sheet or memorandum of understanding between the prospective developer, the City, and LEDA which sets forth contemplated development terms and terms of financial assistance.

3. Conditional Development Agreement. This includes the Firm's negotiating the terms of a final conditional development agreement between the prospective developer, the City, and LEDA for execution, the preparation of the City resolution activating the appropriate tax increment district, and providing supporting documents to the County and notices to the state and affected taxing jurisdictions.

The Firm will provide an estimate with cost limits for each of these three steps in the development process and will not exceed those limits without written authorization. These steps do not include the preparation of documents to support separate financing actions, such as loan documents, including notes, mortgages, pledges, covenant agreements, state filings, and other supporting services, unless authorized by the City.

B. Continuing Implementation Activities. The Firm will continue to provide such legal services, advice, and consultation as may be necessary and desired in implementing the authorizations, agreements, and activities established in the Project Plan and the Non-Retail Business Economic Development Assistance Policy, for the purposes of (1) assuring revenue streams, (2) validating expenditures, (3) providing reports, and (4) continuing development, at the rates and charges indicated on the attached schedule. These rates are effective through June 30, 2023, after which date the Firm's rates are subject to change.

The Firm's services will include such meetings and/or conferences with the City Manager's office, Oklahoma Department of Commerce, and others as appropriate to ensure a mutual and complete understanding of the development proposal. The Firm will not bill for travel time for more than one traveling member if more than one attorney travels at the same time. The Firm will not bill for travel expenses for law clerks and legal assistants.

The Firm will render such additional services, and provide legal advice, professional consultation and representation that might be requested by the City and LEDA from time to time, to assist with achieving the City's and LEDA's economic development objectives, activities, and strategies.

During the course of the Engagement, the Firm will work directly with Council members, City or LEDA staff, stakeholders, attorneys, title companies, surveyors, or other professionals, as necessary from time to time. We will, of course, also work closely with any City, LEDA, and LEDC representatives you might designate from time to time. All services will be provided subject to the direction and coordination of the City Attorney's office.

2. Personnel. Lisa Harden and I will be primarily responsible for the Engagement and will be available for such consultation and assistance as the City and LEDA might request. So as to provide quality legal services in an efficient and economical manner, other team members of our Firm might be utilized as needed from time to time.

3. Compensation and Billing. Invoices for services rendered will be submitted on a monthly basis indicating the date and description of the work, the professional performing the work, and an itemization of any out-of-pocket reimbursable expenses. Payment of invoices are due

within thirty (30) days of receipt. We will provide such additional supporting documentation as may be requested. The Firm will work diligently to control costs of the Engagement.

4. Conflicts. Our conflicts review has not revealed any engagement in which any existing client is adverse to the City or LEDA. Moreover, we do not anticipate accepting future representation adverse to your interests; however, because of the complex nature of our Firm's practice, unforeseen conflicts might arise. If such an actual conflict does arise, we reserve the right to request that the City and LEDA and such other client waive the conflict of interest in writing and let us implement appropriate screening procedures to ensure that none of our personnel who provide services in connection with this Engagement are actually involved in any unrelated but adverse representation.

5. Termination. Either the City or our Firm may terminate the Engagement at any time and for any reason by giving written notice of termination to the other party. In the event of a termination, the City agrees to pay our Firm's outstanding fees and expenses to the date of termination and our Firm agrees to cooperate in all ways reasonably requested in the transfer of pending matters to successor legal counsel.

6. Entire Agreement. This letter and the attached schedule contain the entire agreement with respect to the Engagement and replaces any prior engagement agreements.

We will be pleased to address any questions or comments you might have concerning the Engagement. Thank you for the confidence you have shown in our Firm.

Our mission as a law firm is to assist communities in achieving their economic development objectives, and we look forward to assisting the City and LEDA. By our signature below, we are agreeing to this Engagement. If you approve, please execute your acceptance in the space provided and return one original to our office.

Very truly yours,

CENTER FOR ECONOMIC DEVELOPMENT LAW

By: _____
Dan Batchelor, Chairman

ACCEPTED THIS ____ DAY OF _____, 2022.

CITY OF LAWTON

By: _____

Professional Services Agreement

July 1, 2022

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Mayor

LAWTON ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Chairman

CENTER FOR ECONOMIC DEVELOPMENT LAW
2020 SCHEDULE OF PROFESSIONAL FEES

ATTORNEYS:

Principals	\$300.00
Dan Batchelor	
Leslie V. Batchelor	
Partners	\$275.00
Emily K. Pomeroy	
Lisa M. Harden	
Jeff Sabin	
Associates	\$200.00

OTHER LEGAL AND DEVELOPMENT PROFESSIONALS:

Development/Planning Consultant	\$200.00
Senior Legal Assistant	\$ 95.00
Law Clerk/Legal Intern	\$ 95.00
Legal Assistant	\$ 55.00
Administrative Assistant	\$ 55.00

Reimbursement of actual and reasonable expenses.

CONTRACT EXTENSION FORM

CONTRACT TITLE: Mowing and Debris Removal Contract for LEDA and LURA Properties
CONTRACT NUMBER: _____

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to June 17, 2023, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this _____ day of _____, 20_____.

AFFIDAVIT:

STATE OF _____ **COUNTY OF** _____.

I, _____ (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors and City officials or employees, 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 or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors 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 as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension 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, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its 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: _____

SIGNATURE OF AUTHORIZED AGENT

Address: _____

PRINT/TYPE NAME/TITLE

(City, State, Zip)

Subscribed & sworn before me this _____ day of _____, 20_____.

Phone: _____

Notary Public

My Commission expires: _____

Lawton Economic Development Authority

Fred Fitch, LEDA Chairman

Lawton Urban Renewal Authority

Dr. Ernest Sheppard, LURA Chairman

ATTEST:

SR. DEPUTY CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the _____ day of _____, 20_____

CITY ATTORNEY