

Notice and Agenda

Claremore Economic Development

Board of Trustees Regular Meeting

Date: November 16, 2023

Time: 3:00 p.m.

Location: North Block Common

Address: 115 Missouri Ave, Claremore, OK 74017

1. **Call to Order**
Chairman – Jerry Schivally
2. **Roll Call**
Chairman – Jerry Schivally
3. **Ratification of Approval of Claremore Economic Development Financials**
Chairman – Jerry Schivally
 - a. Claremore Economic Development Management Report ending July 31, 2023
4. **Ratification of Approval of Claremore Regional Airport Financials**
Chairman – Jerry Schivally
 - a. Claremore Regional Airport Management Report ending July 31, 2023
5. **Discussion and Approval of October 26, 2023, Regular Meeting Minutes**
Chairman – Jerry Schivally
6. **Discussion and Approval of Claremore Economic Development Financials**
Chairman – Jerry Schivally
 - a. Claremore Economic Development Management Report Ending October 31, 2023
7. **Discussion and Approval of Claremore Regional Airport Financials**
Chairman – Jerry Schivally
 - a. Airport Management Report Ending October 31, 2023
8. **Discussion and Possible Action to Approve 2024 Claremore Economic Development Board of Directors Meeting Times and Dates**
Chairman – Jerry Schivally
9. **Discussion and Approval to Accept PREP Fund Grant from the Oklahoma Department of Commerce totaling \$4,990,000**
Chairman – Jerry Schivally

Dates to Remember and Notes

Next Regular Monthly Meeting – December 14, 2023

Location: Gibby's, 520 W Will Rogers Blvd. Claremore, OK 74017

Time: 3:00 p.m.

Notice and Agenda (Continued)

Board of Trustees Regular Meeting November 16, 2023

- 10. Discussion and Possible Action to Approve Oklahoma Natural Gas Extension Agreement for Gas Line Extension totaling \$5,858,334**
Chairman – Jerry Schivally
- 11. Directors Report**
Executive Director, Meggie Froman-Knight

Claremore Regional Airport Manager, Eric Winn
- 12. Strategic Planning Workshop**
Executive Director, Meggie Froman-Knight
- 13. Comments, Announcements, and Other Business – Includes new business which could not have been foreseen at the time of posting of the agenda.**
Chairman – Jerry Schivally
- 14. Adjourn**
Chairman – Jerry Schivally

Dates to Remember and Notes

Next Regular Monthly Meeting – December 14, 2023

Location: Gibby's, 520 W Will Rogers Blvd, Claremore, OK 74017

Time: 3:00 p.m.

MINUTES

Claremore Economic Development

Board of Trustees Regular Meeting

Location: North Block Common

Address: 115 N Missouri, Claremore, OK 74017

Date: October 26, 2023 Time: 3:00 p.m.

CALL TO ORDER:

The meeting was called to order at 3:00 p.m. by Chairman Jerry Schivally, and a quorum was declared.

BOARD OF TRUSTEES PRESENT:

Mr. Green, Mr. Collins, Mr. Fleetwood, Mr. Schivally, Mr. Neely and Mr. Frazier were present. Mr. Green arrived at 3:03 PM

BOARD OF TRUSTEES ABSENT: Ms. Stutzman-Fortna

OTHERS PRESENT:

Meggie Froman-Knight, Terri May Peters, Bailey Thompson, Caitlyn Ngare, Eric Winn and Quincy Clement. Caleb Coltrane with Garver entered at 3:18 PM via Zoom and exited at 3:27 PM

APPROVAL OF AUGUST 17, 2023 REGULAR MEETING MINUTES

Motion to Approve by Mr. Fleetwood

Second by Mr. Frazier

Motion Carried: Unanimously

DISCUSSION AND APPROVAL OF CLAREMORE ECONOMIC DEVELOPMENT FINANCIALS

a. Claremore Economic Development Management Report Ending July 31, 2023

Motion by: Mr. Collins

Second by: Mr. Fleetwood

Motion carried: Unanimously

b. Claremore Economic Development Management Report Ending August 31, 2023

Motion by: Mr. Fleetwood

Second by: Mr. Frazier

Motion Carried: Unanimously

c. Claremore Economic Development Management Report Ending September 30, 2023

Motion by: Mr. Fleetwood

Second by: Mr. Collins

Motion Carried: Unanimously

DISCUSSION AND APPROVAL OF AIRPORT FINANCIALS

a. Airport Management Report Ending July 31, 2023

Motion by: Mr. Frazier
Second by: Ms. Fleetwood
Motion carried: Unanimously

b. Airport Management Report Ending August 31, 2023

Motion by: Mr. Fleetwood
Second by: Mr. Collins
Motion Carried: Unanimously

c. Airport Management Report Ending September 30, 2023

Motion by: Mr. Fleetwood
Second by: Mr. Collins
Motion Carried: Unanimously

DISCUSSION AND POSSIBLE ACTION REGARDING AWARDING OF BID SB-2023-10, OAC PROJECT NUMBER: GCM-23-FS, GARVER PROJECT NUMBER: 23A17140; GCM HANGAR CONSTRUCTION AND DRAINAGE IMPROVEMENTS AT CLAREMORE REGIONAL AIRPORT

Caleb Coltrane with Garver presented the bids to the board. He recommended the bid be awarded to Integra Contract. Mr. Fleetwood made a motion to award the bid to Integra Contract for \$937,282.50

Motion by: Mr. Fleetwood
Second by: Mr. Collins
Motion carried: Unanimously

DIRECTOR'S REPORT

Meggie Froman-Knight reported that herself, Terri May Peters and Bailey Thompson attended a Request for Proposal training through the Oklahoma Department of Commerce. Meggie Froman-Knight thanked the board for their investment in professional development for staff. Meggie Froman-Knight updated the board on the Atlanta/Greenville call trip with Select Oklahoma that she attended earlier in the month. Meggie shared with the board that the next board meeting will primarily focus on a strategic plan for 2024 for Claremore Economic Development.

Eric Winn reported that the Apron project is complete, but there are small things that are needed in order to get grant documents submitted. The self serve system valves will be installed in the next week. The claim has also been submitted to insurance for the FBO roof that was damaged this summer.

COMMENTS, ANNOUNCEMENTS, AND OTHER BUSINESS - INCLUDES NEW BUSINESS WHICH COULD NOT HAVE BEEN FORESEEN AT THE TIME OF POSTING OF THE AGENDA.

ADJOURN:

Chair Mr. Jerry Schivally called for a motion to adjourn.

Motion by Mr. Neely

Second by Ms. Fleetwood

Motion Carried Unanimously

Meeting adjourned: 3:57 pm

Staff Recorder:

Bailey Thompson

Management Report

Claremore Economic Development
For the period ended October 31, 2023



Prepared on
November 14, 2023

Claremore Economic Development

Balance Sheet

As of October 31, 2023

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
11000 CIEDA BANK ACCOUNT	14.18
CIEDA Checking Account	1.00
CIEDA Sweep Account	1,806,901.45
Total Bank Accounts	<u>\$ 1,806,916.63</u>
Accounts Receivable	
13600 ACCOUNTS RECEIVABLE - OTHER	117,516.35
Total Accounts Receivable	<u>\$ 117,516.35</u>
Other Current Assets	
16040 PREPAID EXPENSES	5,673.20
16660 DUE FROM AIRPORT	25,000.00
Total Other Current Assets	<u>\$ 30,673.20</u>
Total Current Assets	<u>\$ 1,955,106.18</u>
Fixed Assets	
18610 LAND HELD FOR DEVELOPMENT	3,077,433.45
18650 INFRASTRUCTURE	2,045,837.42
18700 ACCUMULATED DEPRECIATION	-670,071.23
Total Fixed Assets	<u>\$ 4,453,199.64</u>
Other Assets	
19004 NXT GEN TIF BANK ACCOUNT	30,878.87
19005 NXT GEN TIF RECEIVABLE	258,411.68
Total Other Assets	<u>\$ 289,290.55</u>
TOTAL ASSETS	<u>\$ 6,697,596.37</u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	-22,907.28
Total Accounts Payable	<u>-\$ 22,907.28</u>
Credit Cards	
Grand Bank VISA	0.00
Security Bankcard Center, Inc.	0.00
Total Credit Cards	<u>\$ 0.00</u>
Other Current Liabilities	
20020 ACCOUNTS PAYABLE	-30.01
DUE TO AIRPORT	57,406.90
Total Other Current Liabilities	<u>\$ 57,376.89</u>
Total Current Liabilities	<u>\$ 34,469.61</u>
Long-Term Liabilities	

NXT GEN TIF ACCOUNTS PAYABLE	30,878.87
NXT GEN TIF NOTE PAYABLE	293,411.68
Total Long-Term Liabilities	\$ 324,290.55
Total Liabilities	\$ 358,760.16
Equity	
30000 CAPITAL	5,057,778.23
Retained Earnings	1,174,215.31
Net Income	88,157.94
Total Equity	\$ 6,320,151.48
TOTAL LIABILITIES AND EQUITY	\$ 6,678,911.64

Wednesday, Nov 08, 2023 07:48:23 AM GMT-8 - Accrual Basis

Claremore Economic Development

Balance Sheet Comparison

As of October 31, 2023

	Total	
	As of Oct 31, 2023	As of Oct 31, 2022 (PP)
ASSETS		
Current Assets		
Bank Accounts		
11000 CIEDA BANK ACCOUNT	14.18	1,307,914.39
CIEDA Checking Account	1.00	
CIEDA Sweep Account	1,806,901.45	
Total Bank Accounts	\$ 1,806,916.63	\$ 1,307,914.39
Accounts Receivable		
13600 ACCOUNTS RECEIVABLE - OTHER	117,516.35	16,550.00
Total Accounts Receivable	\$ 117,516.35	\$ 16,550.00
Other Current Assets		
16040 PREPAID EXPENSES	5,673.20	0.00
16660 DUE FROM AIRPORT	25,000.00	25,000.00
Total Other Current Assets	\$ 30,673.20	\$ 25,000.00
Total Current Assets	\$ 1,955,106.18	\$ 1,349,464.39
Fixed Assets		
18610 LAND HELD FOR DEVELOPMENT	3,077,433.45	3,077,433.45
18650 INFRASTRUCTURE	2,045,837.42	2,045,837.42
18700 ACCUMULATED DEPRECIATION	-670,071.23	-959,081.23
Total Fixed Assets	\$ 4,453,199.64	\$ 4,164,189.64
Other Assets		
19004 NXT GEN TIF BANK ACCOUNT	30,878.87	21,526.57
19005 NXT GEN TIF RECEIVABLE	258,411.68	258,411.68
Total Other Assets	\$ 289,290.55	\$ 279,938.25
TOTAL ASSETS	\$ 6,697,596.37	\$ 5,793,592.28
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable (A/P)	-22,907.28	506.40
Total Accounts Payable	-\$ 22,907.28	\$ 506.40
Credit Cards		
Grand Bank VISA	0.00	0.00
Security Bankcard Center, Inc.	0.00	0.00
Total Credit Cards	\$ 0.00	\$ 0.00
Other Current Liabilities		
20020 ACCOUNTS PAYABLE	-30.01	26,985.12
DUE TO AIRPORT	57,406.90	
Total Other Current Liabilities	\$ 57,376.89	\$ 26,985.12
Total Current Liabilities	\$ 34,469.61	\$ 27,491.52

Long-Term Liabilities		
NXT GEN TIF ACCOUNTS PAYABLE	30,878.87	21,526.57
NXT GEN TIF NOTE PAYABLE	293,411.68	258,411.68
Total Long-Term Liabilities	\$ 324,290.55	\$ 279,938.25
Total Liabilities	\$ 358,760.16	\$ 307,429.77
Equity		
30000 CAPITAL	5,057,778.23	5,057,778.23
Retained Earnings	1,174,215.31	787,576.32
Net Income	88,157.94	
Total Equity	\$ 6,320,151.48	\$ 5,845,354.55
TOTAL LIABILITIES AND EQUITY	\$ 6,678,911.64	\$ 6,152,784.32

Wednesday, Nov 08, 2023 07:53:45 AM GMT-8 - Accrual Basis

Claremore Economic Development

Income Statement

October 2023

	<u>Total</u>
Income	
43410 INTEREST EARNED	7,474.56
46230 CLAREMORE ANNUAL CONTRACT	33,333.33
46510 MISCELLANEOUS INCOME	1,012.05
Sales	79,363.19
Total Income	\$ 121,183.13
Gross Profit	\$ 121,183.13
Expenses	
51011 REGULAR WAGES	20,112.49
51013 FICA	1,449.82
51014 RETIREMENT	1,975.60
51016 STATE UNEMPLOYMENT TAX	8.98
51018 MEDICAL INSURANCE	3,090.86
51022 TELEPHONE REIMBURSEMENT	140.00
51026 AUTO STIPEND	500.00
52024 OFFICE SUPPLIES	41.28
53025 DUES, SUBSCRIPTION & PARTNERSHIPS/SPONSORSHIPS	2,703.40
53026 BUSINESS TRAVEL	2,606.73
53043 PROFESSIONAL & LEGAL	1,250.00
53059 BUS DEVELOPMENT, MKTG & RETENTION	42,698.58
53080 PRINTING COSTS - COUNTY FUNDS	133.00
53090 GRANT EXPENSES	13,290.35
Bank Charges & Fees	84.63
Interest Paid	-121.09
Total Expenses	\$ 89,964.63
Net Operating Income	\$ 31,218.50
Other Expenses	
55000 DEPRECIATION EXPENSE	5,730.65
Total Other Expenses	\$ 5,730.65
Net Other Income	-\$ 5,730.65
Net Income	\$ 25,487.85

Wednesday, Nov 08, 2023 07:59:17 AM GMT-8 - Accrual Basis

Claremore Economic Development

Income Statement Comparison

October 2023

	Total	
	Oct 2023	Oct 2022 (PP)
Income		
43410 INTEREST EARNED	7,474.56	1,420.65
46230 CLAREMORE ANNUAL CONTRACT	33,333.33	33,333.33
46509 NOV Building Lease		8,150.00
46510 MISCELLANEOUS INCOME	1,012.05	
Sales	79,363.19	
Total Income	\$ 121,183.13	\$ 42,903.98
Gross Profit	\$ 121,183.13	\$ 42,903.98
Expenses		
51011 REGULAR WAGES	20,112.49	19,883.48
51013 FICA	1,449.82	1,463.43
51014 RETIREMENT	1,975.60	1,968.24
51016 STATE UNEMPLOYMENT TAX	8.98	7.42
51018 MEDICAL INSURANCE	3,090.86	3,052.56
51022 TELEPHONE REIMBURSEMENT	140.00	140.00
51026 AUTO STIPEND	500.00	500.00
52024 OFFICE SUPPLIES	41.28	122.43
53025 DUES, SUBSCRIPTION & PARTNERSHIPS/SPONSORSHIPS	2,703.40	2,237.60
53026 BUSINESS TRAVEL	2,606.73	4,782.01
53043 PROFESSIONAL & LEGAL	1,250.00	27,353.00
53059 BUS DEVELOPMENT, MKTG & RETENTION	42,698.58	1,588.14
53080 PRINTING COSTS - COUNTY FUNDS	133.00	107.05
53090 GRANT EXPENSES	13,290.35	
53377 SEMINARS & EDUCATION		595.00
Bank Charges & Fees	84.63	
Interest Paid	-121.09	
Total Expenses	\$ 89,964.63	\$ 63,800.36
Net Operating Income	\$ 31,218.50	-\$ 20,896.38
Other Expenses		
53800 2021 T-Hangar Expenses		6,518.26
55000 DEPRECIATION EXPENSE	5,730.65	13,508.43
Total Other Expenses	\$ 5,730.65	\$ 20,026.69
Net Other Income	-\$ 5,730.65	-\$ 20,026.69
Net Income	\$ 25,487.85	-\$ 40,923.07

Claremore Economic Development
Profit and Loss by Month
October 2022 through September 2023

	Oct-23	Sep-23	Aug-23	Jul-23	Jun-23	May-23	Apr-23	Mar-23	Feb-23	Jan-23	Dec-22	Nov-22	Total
Income													
43410 INTEREST EARNED	7,474.56	7,248.76	7,009.89	2,322.92	1,797.67	1,901.31	1,884.01	1,971.06	1,779.47	1,866.66	1,738.72	1,363.45	30,883.92
43610 ADMIN FEES TIFS, BONDS			1,500.00		992.72				602.05				3,094.77
46230 CLAREMORE ANNUAL CONTRACT	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	33,333.33	366,666.63
46231 ROGERS COUNTY ANNUAL CONTRACT			165,000.00							150,000.00			315,000.00
46510 MISCELLANEOUS INCOME		209.14	3,749.63				325.78	1,210.80	1,409.50	1,989.60	1,917.12	653.19	11,464.76
49272 NXTNANO TIF	1,012.05				35,000.00								35,000.00
Airport Transfer / Loan Repayment								-6,518.26				6,518.26	0.00
Sales	79,363.19			43,330.86	4,823.15		24,392.50	1,672.00		12,575.11			86,793.62
GRANT INCOME												24,000.00	24,000.00
46509 NOV Building Lease													0.00
Total Income	\$ 121,183.13	\$ 40,791.23	\$ 210,592.85	\$ 78,987.11	\$ 75,946.87	\$ 35,234.64	\$ 59,935.62	\$ 31,668.93	\$ 37,124.35	\$ 199,764.70	\$ 36,989.17	\$ 65,868.23	\$ 872,903.70
Gross Profit	\$ 121,183.13	\$ 40,791.23	\$ 210,592.85	\$ 78,987.11	\$ 75,946.87	\$ 35,234.64	\$ 59,935.62	\$ 31,668.93	\$ 37,124.35	\$ 199,764.70	\$ 36,989.17	\$ 65,868.23	\$ 872,903.70
Expenses													
51011 REGULAR WAGES	20,112.49	28,927.89	19,283.00	19,461.24	19,522.47	19,114.07	19,060.07	28,573.23	19,053.32	19,100.58	21,172.47	21,598.24	234,866.58
51013 FICA	1,449.82	2,124.20	1,385.99	1,398.05	1,414.87	1,383.62	1,379.48	2,456.35	1,358.73	1,403.52	1,562.03	1,594.62	17,461.46
51014 RETIREMENT	1,975.60	2,841.99	1,914.56	1,932.29	1,926.30	1,893.72	1,893.72	2,810.73	1,893.72	1,893.72	2,087.11	2,010.27	23,098.13
51016 STATE UNEMPLOYMENT TAX	8.98	10.06	15.60	76.23	73.28	111.85	117.16	263.68	196.93	197.40	40.29	33.10	1,135.58
51017 WORKMANS COMP INS													0.00
51018 MEDICAL INSURANCE	3,090.86	3,090.86	3,090.86	2,887.94	2,887.94	2,887.94	2,887.94	2,887.94	2,887.94	2,506.10	2,506.10	2,780.83	31,302.39
51022 TELEPHONE REIMBURSEMENT	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	1,540.00
51026 AUTO STIPEND	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	5,500.00
51033 TUITION REIMBURSEMENT				2,529.11					4,500.00		2,155.20		9,184.31
52024 OFFICE SUPPLIES	41.28	85.12	581.25	69.97	101.28	4,012.36	335.36		68.42		222.32	579.72	6,055.80
52028 MEETING EXPENSE		4.14								1,115.86			1,120.00
52265 MAPS & SURVEYS		950.00	605.73										1,555.73
53025 DUES, SUBSCRIPTION & PARTNERSHIPS/SPONSORSHIPS	2,703.40	370.95	494.10	4,881.40	2,061.28	15,241.40	499.45	1,964.47	471.28	14,186.40	850.80	4,908.42	45,929.95
53026 BUSINESS TRAVEL	2,606.73	889.08	662.50	319.71		703.16	456.71	187.17	328.39	257.97		1,093.68	4,898.37
53043 PROFESSIONAL & LEGAL	1,250.00	1,832.50		500.00	3,160.00	7,060.00	1,630.00	2,820.00	7,320.77	7,282.80	5,858.99	6,043.00	43,508.06
53059 BUS DEVELOPMENT, MKTG & RETENTION	42,698.58	4,336.61	7,391.76	-1,932.64	5,579.53	19,405.06	2,383.32	15,926.67	1,059.93	2,413.02	9,391.10		65,954.36
53080 PRINTING COSTS - COUNTY FUNDS	133.00		1,925.00						1,651.00	9.90		4,088.38	7,674.28
53082 PRINT ADVERTISING - COUNTY FUNDS							113.00			129.75			242.75
53083 PROMOTIONAL PRODUCTS - COUNTY FUNDS												244.71	244.71
53084 INFRASTRUCTURE & INCENTIVE DEV. - COUNTY FUNDS													0.00
53090 GRANT EXPENSES	13,290.35	4,282.28	43,021.48	3,755.00	24,400.00	2,025.00		35,743.00	1,000.00	1,520.00	12,323.98		128,070.74
53138 GENERAL INSURANCE				19,786.50									19,786.50
53370 CONTRACT LABOR - COUNTY FUNDS				60,000.00									60,000.00
53377 SEMINARS & EDUCATION			2,025.00									1,084.00	3,109.00
53378 REPAIRS AND MAINT													0.00
Bank Charges & Fees			45.17	103.55		32.00							692.75
Interest Paid	-121.09	121.09					51.34						172.43
Other Business Expenses							40.00						40.00
54000 BANCFIRST NOTE INTEREST EXPENSE										4,444.28		4,315.37	8,759.65
Total Expenses	\$ 89,964.63	\$ 51,018.80	\$ 45.17	\$ 116,408.35	\$ 61,766.95	\$ 74,510.18	\$ 31,487.55	\$ 94,273.24	\$ 42,430.43	\$ 57,101.30	\$ 58,810.39	\$ 51,014.34	\$ 721,903.53
Net Operating Income	\$ 31,218.50	\$ 10,227.57	\$ 45.17	\$ 37,421.24	\$ 14,179.92	\$ 39,275.54	\$ 28,448.07	\$ 62,604.31	\$ 5,306.08	\$ 142,663.40	\$ 21,821.22	\$ 14,853.89	\$ 151,000.17
Other Expenses													
53800 2021 T-Hangar Expenses												-6,518.26	-6,518.26
55000 DEPRECIATION EXPENSE	5,730.65	5,730.65	5,730.65	5,730.65	5,730.65	5,730.65	5,730.65	5,730.65	5,730.65	5,730.65	13,508.43	13,508.43	78,592.71
Reconciliation Discrepancies			-0.01	0.01									
Total Other Expenses	\$ 5,730.65	\$ 5,730.65	\$ 5,730.64	\$ 5,730.66	\$ 5,730.65	\$ 5,730.65	\$ 5,730.65	\$ 5,730.65	\$ 5,730.65	\$ 5,730.65	\$ 13,508.43	\$ 6,990.17	\$ 72,074.45
Net Other Income	-\$ 5,730.65	-\$ 5,730.65	-\$ 5,730.64	-\$ 5,730.66	-\$ 5,730.65	-\$ 5,730.65	-\$ 5,730.65	-\$ 5,730.65	-\$ 5,730.65	-\$ 5,730.65	-\$ 13,508.43	-\$ 6,990.17	-\$ 72,074.45
Net Income	\$ 25,487.85	\$ 15,958.22	\$ 5,775.81	\$ 43,151.90	\$ 8,449.27	\$ 45,006.19	\$ 22,717.42	\$ 68,334.96	\$ 11,036.73	\$ 136,932.75	\$ 35,329.65	\$ 7,863.72	\$ 78,925.72

Management Report

Claremore Regional Airport

For the period ended October 31, 2023



Prepared on

November 14, 2023

Claremore Regional Airport

Balance Sheet

As of October 31, 2023

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
11000 Cash - Airport Bank Account	0.00
Airport Checking Account	1.00
Airport Sweep Account	106,562.96
Total Bank Accounts	<u>\$ 106,563.96</u>
Accounts Receivable	
13600 Accounts Receivable - Airport	11,864.14
Total Accounts Receivable	<u>\$ 11,864.14</u>
Other Current Assets	
1280 CIEDA Reimbursements	57,406.90
1499 Undeposited Funds	18,555.12
Prepaid Credits	480.00
Prepaid Expenses	18.22
Total Other Current Assets	<u>\$ 76,460.24</u>
Total Current Assets	<u>\$ 194,888.34</u>
Fixed Assets	
17001 Inventory - AvG Fuel	21,270.12
17002 Inventory - Jet Fuel	14,507.52
18671 Equipment & Vehicles	409,158.01
18673 Airport Land Improvements	92,002.40
18679 Airport Improvements	1,159,890.90
18700 Accumulated Depreciation	-1,355,057.91
2021 T-Hanger	763,321.85
Capital Improvements	0.00
Capital Improvements - 2021 T-Hangar	2,040.00
Total Capital Improvements	<u>\$ 2,040.00</u>
Total Fixed Assets	<u>\$ 1,107,132.89</u>
Other Assets	
16040 Prepaid Insurance	-5,066.60
Total Other Assets	<u>-\$ 5,066.60</u>
TOTAL ASSETS	<u>\$ 1,296,954.63</u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20020 Accounts Payable	-4,509.14
Total Accounts Payable	<u>-\$ 4,509.14</u>
Other Current Liabilities	
20300 Due to CIEDA	25,000.00

2170-01 Sales Tax Payable	-135.77
28000 A/P Accounts Payable	-295.53
Sales Tax Payable	-66.52
Total Oklahoma Tax Commission Payable	-\$ 66.52
Sales Tax Agency Payable	0.00
Sales Tax Payable	4,031.00
Total Sales Tax Agency Payable	\$ 4,031.00
Total Other Current Liabilities	\$ 28,533.18
Total Current Liabilities	\$ 24,024.04
Long-Term Liabilities	
2021 T-Hanger Loan	713,009.97
Total Long-Term Liabilities	\$ 713,009.97
Total Liabilities	\$ 737,034.01
Equity	
3000 Opening Bal Equity	409,523.06
3200-00 Retained Earnings	176,597.44
Net Revenue	-47,621.51
Total Equity	\$ 538,498.99
TOTAL LIABILITIES AND EQUITY	\$ 1,275,533.00

Claremore Regional Airport

Balance Sheet Comparison

As of October 31, 2023

	Total	
	As of Oct 31, 2023	As of Oct 31, 2022 (PP)
ASSETS		
Current Assets		
Bank Accounts		
11000 Cash - Airport Bank Account	0.00	140,824.22
Airport Checking Account	1.00	
Airport Sweep Account	106,562.96	
Total Bank Accounts	\$ 106,563.96	\$ 140,824.22
Accounts Receivable		
13600 Accounts Receivable - Airport	11,864.14	12,890.25
Total Accounts Receivable	\$ 11,864.14	\$ 12,890.25
Other Current Assets		
1280 CIEDA Reimbursements	57,406.90	0.00
1499 Undeposited Funds	18,555.12	30,278.82
Prepaid Credits	480.00	480.00
Prepaid Expenses	18.22	
Total Other Current Assets	\$ 76,460.24	\$ 30,758.82
Total Current Assets	\$ 194,888.34	\$ 184,473.29
Fixed Assets		
17001 Inventory - AvG Fuel	21,270.12	13,465.49
17002 Inventory - Jet Fuel	14,507.52	44,929.17
18671 Equipment & Vehicles	409,158.01	409,158.01
18673 Airport Land Improvements	92,002.40	92,002.40
18679 Airport Improvements	1,159,890.90	1,159,890.90
18700 Accumulated Depreciation	-1,355,057.91	-1,326,595.47
2021 T-Hanger	763,321.85	
Capital Improvements	0.00	18,537.40
Capital Improvements - 2021 T-Hangar	2,040.00	2,040.00
Total Capital Improvements	\$ 2,040.00	\$ 20,577.40
Total Fixed Assets	\$ 1,107,132.89	\$ 413,427.90
Other Assets		
16040 Prepaid Insurance	-5,066.60	10,624.16
Total Other Assets	-\$ 5,066.60	\$ 10,624.16
TOTAL ASSETS	\$ 1,296,954.63	\$ 608,525.35
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20020 Accounts Payable	-4,509.14	45,975.72
Total Accounts Payable	-\$ 4,509.14	\$ 45,975.72
Other Current Liabilities		

20300 Due to CIEDA	25,000.00	25,000.00
2170-01 Sales Tax Payable	-135.77	-122.40
28000 A/P Accounts Payable	-295.53	
Sales Tax Payable	-66.52	0.00
Total Oklahoma Tax Commission Payable	-\$ 66.52	\$ 0.00
Sales Tax Payable	4,031.00	490.00
Total Sales Tax Agency Payable	\$ 4,031.00	\$ 490.00
Total Other Current Liabilities	\$ 28,533.18	\$ 25,367.60
Total Current Liabilities	\$ 24,024.04	\$ 71,343.32
Long-Term Liabilities		
2021 T-Hanger Loan	713,009.97	
Total Long-Term Liabilities	\$ 713,009.97	\$ 0.00
Total Liabilities	\$ 737,034.01	\$ 71,343.32
Equity		
3000 Opening Bal Equity	409,523.06	409,522.06
3200-00 Retained Earnings	176,597.44	127,659.97
Net Revenue	-47,621.51	
Total Equity	\$ 538,498.99	\$ 537,182.03
TOTAL LIABILITIES AND EQUITY	\$ 1,275,533.00	\$ 608,525.35

Wednesday, Nov 08, 2023 07:26:52 AM GMT-8 - Accrual Basis

Claremore Regional Airport

Income Statement

October 2023

	Total
Revenue	
1-46502 Fuel Sales	
46502-1 Avgas Sales	19,999.08
46502-2 Jet A Sales	29,560.31
Total 1-46502 Fuel Sales	\$ 49,559.39
43410 Interest Earned	385.40
44064 Office Lease	86.42
46503 Common Hangar Income	2,000.00
46504 T-Hangar Income	6,297.50
46505 Land Rentals	8,848.75
46506 Charts, Oil, Supplies	106.45
46507 Other Income	192.70
Total Revenue	\$ 67,476.61
Gross Profit	\$ 67,476.61
Expenditures	
51011 Regular Wages	5,962.59
51013 FICA/MC Employer Portion	584.08
51016 State Unemployment Tax	38.40
51018 Medical Insurance	894.12
51072 Part-Time Salaries	1,946.70
52200 Other Operating Expense	543.17
52378 Fuel Cost of Sales	
52378-1 Fuel Cost of Sales-AvG	16,487.78
52378-2 Fuel Cost of Sales-Jet	22,216.65
Total 52378 Fuel Cost of Sales	\$ 38,704.43
53022 Utilities	2,017.88
53059 Marketing & Promotional	371.05
53141 Insurance	1,719.41
53350 Credit Card Fees	1,145.57
53378 Repairs & Maintenance	4,024.39
53385 Resale Supplies-Airport	6.48
Bank Charges & Fees	55.34
Inventory Adjustment	2,387.58
Total Expenditures	\$ 60,401.19
Net Operating Revenue	\$ 7,075.42
Other Expenditures	
55000 Depreciation Expense	2,371.87
Total Other Expenditures	\$ 2,371.87
Net Other Revenue	-\$ 2,371.87
Net Revenue	\$ 4,703.55

Claremore Regional Airport

Income Statement Comparison

October 2023

	Total	
	Oct 2023	Oct 2022 (PP)
Revenue		
1-46502 Fuel Sales		
46502-1 Avgas Sales	19,999.08	23,857.32
46502-2 Jet A Sales	29,560.31	45,122.40
Total 1-46502 Fuel Sales	\$ 49,559.39	\$ 68,979.72
43410 Interest Earned	385.40	
44064 Office Lease	86.42	86.42
46503 Common Hangar Income	2,000.00	1,590.00
46504 T-Hangar Income	6,297.50	6,762.50
46505 Land Rentals	8,848.75	8,762.50
46506 Charts, Oil, Supplies	106.45	150.75
46507 Other Income	192.70	255.00
Total Revenue	\$ 67,476.61	\$ 86,586.89
Gross Profit	\$ 67,476.61	\$ 86,586.89
Expenditures		
51011 Regular Wages	5,962.59	4,069.24
51013 FICA/MC Employer Portion	584.08	577.62
51016 State Unemployment Tax	38.40	37.44
51018 Medical Insurance	894.12	838.34
51072 Part-Time Salaries	1,946.70	3,744.00
52200 Other Operating Expense	543.17	599.98
52378 Fuel Cost of Sales		
52378-1 Fuel Cost of Sales-AVG	16,487.78	21,580.49
52378-2 Fuel Cost of Sales-Jet	22,216.65	39,262.65
Total 52378 Fuel Cost of Sales	\$ 38,704.43	\$ 60,843.14
53022 Utilities	2,017.88	2,531.25
53059 Marketing & Promotional	371.05	0.86
53141 Insurance	1,719.41	1,207.89
53350 Credit Card Fees	1,145.57	1,385.65
53378 Repairs & Maintenance	4,024.39	2,057.50
53385 Resale Supplies-Airport	6.48	
Bank Charges & Fees	55.34	
Inventory Adjustment	2,387.58	-720.84
Total Expenditures	\$ 60,401.19	\$ 77,172.07
Net Operating Revenue	\$ 7,075.42	\$ 9,414.82
Other Revenue		
Late Fee Income		5.00
Total Other Revenue	\$ 0.00	\$ 5.00
Other Expenditures		
55000 Depreciation Expense	2,371.87	2,371.87

Total Other Expenditures	\$	2,371.87	\$	2,371.87
Net Other Revenue	-\$	2,371.87	-\$	2,366.87
Net Revenue	\$	4,703.55	\$	7,047.95

Wednesday, Nov 08, 2023 07:39:07 AM GMT-8 - Accrual Basis

Claremore Regional Airport
Profit and Loss by Month
October 2022 through September 2023

	Oct-23	Sep-23	Aug-23	Jul-23	Jun-23	May-23	Apr-23	Mar-23	Feb-23	Jan-23	Dec-22	Nov-22	Total
Revenue													
1-46502 Fuel Sales													
46502-1 Avgas Sales	19,999.08	23,586.23	20,136.96	22,119.37	19,290.21	13,596.74	17,000.22	17,105.48	13,929.65	17,145.76	11,958.99	14,977.81	190,847.42
46502-2 Jet A Sales	29,560.31	24,938.33	27,519.29	21,956.21	24,005.38	18,593.41	22,448.04	21,477.44	29,926.58	29,386.53	23,819.39	21,607.39	265,677.99
Total 1-46502 Fuel Sales	\$ 49,559.39	\$ 48,524.56	\$ 47,656.25	\$ 44,075.58	\$ 43,295.59	\$ 32,190.15	\$ 39,448.26	\$ 38,582.92	\$ 43,856.23	\$ 46,532.29	\$ 35,778.38	\$ 36,585.20	\$ 456,525.41
52378 Fuel Cost of Sales													
52378-1 Fuel Cost of Sales-AVG	16,487.78	19,128.01	16,199.68	18,876.88	16,902.08	12,127.50	15,033.15	15,279.38	12,380.19	14,820.30	10,841.91	13,317.54	164,906.62
52378-2 Fuel Cost of Sales-Jet	22,216.65	19,515.60	18,904.32	14,194.55	10,521.50	16,859.15	19,163.79	16,750.89	24,432.03	23,218.56	18,301.22	17,319.12	199,180.73
Total 52378 Fuel Cost of Sales	\$ 38,704.43	\$ 38,643.61	\$ 35,104.00	\$ 33,071.43	\$ 27,423.58	\$ 28,986.65	\$ 34,196.94	\$ 32,030.27	\$ 36,812.22	\$ 38,038.86	\$ 29,143.13	\$ 30,636.66	\$ 364,087.35
Gross Profit	\$ 10,854.96	\$ 9,880.95	\$ 12,552.25	\$ 11,004.15	\$ 15,872.01	\$ 3,203.50	\$ 5,251.32	\$ 6,552.65	\$ 7,044.01	\$ 8,493.43	\$ 6,635.25	\$ 5,948.54	\$ 92,438.06
43410 Interest Earned	385.40	398.30	399.90	152.79	150.30	151.87	180.03	50.19	86.42	86.42	86.42	86.42	1,829.06
44064 Office Lease	86.42	86.42	86.42	86.42	86.42	86.42	86.42	86.42	2,300.00	1,500.00	1,500.00	1,500.00	7,404.94
46503 Common Hangar Income	2,000.00	2,150.00	2,150.00	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	7,088.75	6,297.50	6,088.75	6,088.75	41,363.75
46504 T-Hangar Income	6,297.50	5,588.75	7,088.75	6,297.50	5,588.75	7,088.75	6,297.50	5,588.75	6,090.00	13,306.80	3,596.25	3,752.00	70,283.80
46505 Land Rentals	8,848.75	5,436.00	300.00	2,990.00	7,404.00	3,036.00	5,442.00	300.00	195.75	277.00	254.45	429.75	26,064.95
46506 Charts, Oil, Supplies	106.45	32.00	519.50	218.75	283.25	190.25	457.50	13.25					1,714.50
46507 Other Income	192.70	4.00	38.20	1,200.00		200.00		200.00	32,000.00			-0.50	33,641.70
4999 Uncategorized Income		-25.00											-25.00
Total Revenue	\$ 67,476.61	\$ 62,195.03	\$ 58,239.02	\$ 57,321.04	\$ 59,108.31	\$ 45,243.44	\$ 54,211.71	\$ 47,121.53	\$ 91,617.15	\$ 68,000.01	\$ 47,304.25	\$ 48,441.62	\$ 638,803.11
Gross Profit	\$ 67,476.61	\$ 62,195.03	\$ 58,239.02	\$ 57,321.04	\$ 59,108.31	\$ 45,243.44	\$ 54,211.71	\$ 47,121.53	\$ 91,617.15	\$ 68,000.01	\$ 47,304.25	\$ 48,441.62	\$ 638,803.11
Expenditures													
51011 Regular Wages	5,962.59	8,854.49	5,901.42	5,872.44	5,870.90	4,069.24	4,069.24	6,078.85	4,069.24	4,069.24	4,069.23	4,069.24	56,993.53
51013 FICA/MC Employer Portion	584.08	907.26	586.64	590.92	591.71	580.41	618.20	867.65	577.62	577.62	586.23	577.62	7,061.88
51016 State Unemployment Tax	38.40	60.55	38.74	39.30	63.23	78.50	60.76	116.05	78.14	78.14	26.84	37.44	677.69
51018 Medical Insurance	894.12	866.23	838.34	838.34	838.34	838.34	838.34	838.34	838.34	838.34	838.34	838.34	9,249.63
51072 Part-Time Salaries	1,946.70	3,279.15	2,041.20	2,126.25	2,325.37	3,780.00	4,011.84	5,525.46	3,744.00	3,744.00	3,856.50	3,744.00	38,177.77
52024 Office Supplies					105.77	154.57						93.98	354.32
52028 Meeting Expense					188.39	195.00	644.91						1,028.30
52200 Other Operating Expense	543.17	487.64	699.76	444.33	386.01	541.53	284.49	269.97	817.37	276.29	396.91	623.71	5,228.01
52201 Professional Development													
53022 Utilities	2,017.88	2,722.86	2,303.63	4,110.57	4,432.17	2,017.87	2,826.82	3,681.13	1,887.87	4,656.67	2,174.81	2,291.83	33,106.23
53059 Marketing & Promotional	371.05	356.00	576.44	7.85	5.73						240.00	4.43	1,190.45
53141 Insurance	1,719.41	1,719.41	1,719.41	21,502.29	1,207.89	1,207.89	1,207.89	1,207.89	1,207.89	1,207.89	1,207.89	1,207.89	34,604.23
53350 Credit Card Fees	1,145.57	1,225.52	1,046.69	949.11	998.85	875.16	841.37	903.60	1,014.51	972.57	782.90	1,030.31	10,640.59
53378 Repairs & Maintenance	4,024.39	404.39	1,486.43	16,713.17	6,542.10	15,908.10	1,588.56	715.49	2,406.02	6,076.22	5,122.37	2,196.70	59,159.55
53385 Resale Supplies-Airport	6.48	1,477.84	1,654.87	32.74		113.94				1,168.89			4,448.28
Bank Charges & Fees	55.34	74.38	32.09								15.00	15.00	136.47
Inventory Adjustment	2,387.58	-1,564.20	499.03	22,621.97	-22,884.31	348.73	-1,150.68	-714.98	-3,222.06	-615.47	-1,972.22	-1,054.97	-9,709.16
Total Expenditures	\$ 21,696.76	\$ 20,871.52	\$ 19,424.69	\$ 75,849.28	\$ 672.15	\$ 30,709.28	\$ 15,841.74	\$ 19,489.45	\$ 13,418.94	\$ 23,050.40	\$ 17,344.80	\$ 15,675.52	\$ 252,347.77
Net Operating Revenue	\$ 45,779.85	\$ 41,323.51	\$ 38,814.33	\$ -18,528.24	\$ 58,436.16	\$ 14,534.16	\$ 38,369.97	\$ 27,632.08	\$ 78,198.21	\$ 44,949.61	\$ 29,959.45	\$ 32,766.10	\$ 386,455.34
Other Revenue													0.00
Late Fee Income					255.00	15.00	45.00		20.00				335.00
Total Other Revenue	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 255.00	\$ 15.00	\$ 45.00	\$ 0.00	\$ 20.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 335.00
Other Expenditures													
55000 Depreciation Expense	2,371.87	2,371.87	2,371.87	2,371.87	2,371.87	2,371.87	2,371.87	2,371.87	2,371.87	2,371.87	2,371.87	2,371.87	26,090.57
Reconciliation Discrepancies		0.01											0.01
Total Other Expenditures	\$ 2,371.87	\$ 2,371.88	\$ 2,371.87	\$ 2,371.87	\$ 2,371.87	\$ 2,371.87	\$ 2,371.87	\$ 2,371.87	\$ 2,371.87	\$ 2,371.87	\$ 2,371.87	\$ 2,371.87	\$ 26,090.58
Net Other Revenue	-\$ 2,371.87	-\$ 2,371.88	-\$ 2,371.87	-\$ 2,371.87	-\$ 2,116.87	-\$ 2,356.87	-\$ 2,326.87	-\$ 2,371.87	-\$ 2,351.87	-\$ 2,371.87	-\$ 2,371.87	-\$ 2,371.87	-\$ 25,755.58
Net Revenue	\$ 43,407.98	\$ 38,951.63	\$ 36,442.46	\$ -20,900.11	\$ 56,319.29	\$ 12,177.29	\$ 36,043.10	\$ 25,260.21	\$ 75,846.34	\$ 42,577.74	\$ 27,587.58	\$ 30,394.23	\$ 360,699.76

Proposed Board Meeting Dates and Times for 2024

Claremore Economic Development
Regular Board Meetings
Calendar Year 2024

Date	Time	Location
January 18, 2024	3:00 PM	Neely Agency 965 W Will Rogers Blvd Claremore, OK 74017
February 22, 2024	3:00 PM	Neely Agency 965 W Will Rogers Blvd Claremore, OK 74017
March 28, 2024	3:00 PM	Claremore Regional Airport 19052 Rogers Post Rd. Claremore, OK 74019
April 18, 2024	3:00 PM	Neely Agency 965 W Will Rogers Blvd Claremore, OK 74017
May 23, 2024	3:00 PM	Neely Agency 965 W Will Rogers Blvd Claremore, OK 74017
June 20, 2024	3:00 PM	Claremore Regional Airport 19052 Rogers Post Rd. Claremore, OK 74019
July 18, 2024	3:00 PM	Neely Agency 965 W Will Rogers Blvd Claremore, OK 74017
August 22, 2024	3:00 PM	Neely Agency 965 W Will Rogers Blvd Claremore, OK 74017
September 19, 2024	3:00 PM	Claremore Regional Airport 19052 Rogers Post Rd. Claremore, OK 74019
October 24, 2024	3:00 PM	Neely Agency 965 W Will Rogers Blvd Claremore, OK 74017
November 21, 2024	3:00 PM	Neely Agency 965 W Will Rogers Blvd Claremore, OK 74017
December 19, 2024	3:00 PM	Neely Agency 965 W Will Rogers Blvd Claremore, OK 74017

Name of Person Reporting Dates:

Date: _____

Meggie Froman-Knight

PREP Contract with ODOC

Claremore Industrial and Economic Development Authority

PREP-2023-CIEDA-00001

Contract Part I: 19195 PREP 23

Consultant/Services

NON-PERSONNEL

Travel
 Space Costs
 Consumable Supplies
 Lease/Purchase
 Equipment
 Other Direct Costs
 Indirect Costs

TOTAL ADMINISTRATION

TOTAL FUNDS (Admin &
 Operations)

Consultant/Services

NON-PERSONNEL

Travel
 Space Costs
 Consumable Supplies
 Lease/Purchase
 Equipment
 Other Direct Costs
 Indirect Costs

TOTAL OPERATIONS

Match (As Applicable)

Submit Requisitions to:
 Community Development

Oklahoma Department of
 Commerce
 900 North Stiles

Oklahoma City, OK
 73104-3234
 Phone Number :
 405-815-6552

AGREEMENT
 COMPONENTS:

Issue Payment To:
 Claremore Industrial and
 Economic Development
 Authority
 104 S Muskogee
 Claremore, Oklahoma
 74017-8016

Part I - Summary and
 Signatures
Part II - Terms and
Conditions

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Claremore Industrial and Economic Development Authority

PREP-2023-CIEDA-00001

Contract Part I: 19195 PREP 23

Executed by:
Claremore Industrial and
Economic Development
Authority

Executed by:
Oklahoma Department of
Commerce

Signature of Authorized
Official

Signature of Authorized
ODOC Official

Date

Date

ONG Gas Line Extension Project Contract

**AGREEMENT FOR GAS INSTALLATION
BY OKLAHOMA NATURAL GAS COMPANY**

This Agreement for Gas Installation by Oklahoma Natural Gas Company (the "Agreement") is made effective as of November 3, 2023 (the "Effective Date"), by and between Oklahoma Natural Gas Company, a division of ONE Gas, Inc., an Oklahoma corporation ("ONG"), and the following named "Applicant:"

Applicant's Name:	The City of Claremore
Applicant's Address:	104 S Muskogee Avenue, Claremore, OK 74017
Service Site/Extension Area:	Claremore Industrial Park, Claremore, OK
Facilities Requested:	The installation of 20,520' of 8" CS high-pressure main distribution pipeline extension for Claremore Industrial Park.

WHEREAS, Applicant desires that ONG provide natural gas utility service to the Service Site or Extension Area (as described above); and

WHEREAS, the provision of gas service to the Service Site or Extension Area will require the installation of the "Facilities Requested" (as described above) within public utility rights of way and/or private rights of way, along with service pre stubs at each delivery site within the Service Site or Extension Area as further described on the Design Plans attached hereto as Exhibit A and incorporated herein by reference (gas service lines, main lines, meter loops and service stubs described above are collectively referred to as the "Facilities");

NOW, THEREFORE, in order to induce ONG to extend natural gas utility service to the Service Site or Extension Area, it is agreed as follows.

- Commencement Date.** After receipt of (i) this Agreement executed by Applicant and (ii) any Applicant Co-Payment, then installation, relocation, or replacement of the Facilities shall be commenced and completed as soon as is practicable. Any applicable Co-Payment shall be as set forth in Addendum 2 attached hereto and incorporated herein.
- Delays in Construction; Termination.** ONG shall not be responsible for delays in construction or installation of any Facilities caused by ONG's inability to obtain access or rights of way, inclement weather, strikes, government actions or any other cause beyond ONG's reasonable control.

If for any reason beyond ONG's control (including without limitation the delays mentioned in the first paragraph of this Section 2), ONG has not commenced construction of the gas service facilities within 60 days after ONG's execution hereof, ONG may at its sole option: (1) cancel this Agreement by giving Applicant 15 days' notice; or (2) re-determine the cost of the facility installation and adjust the amount of the Co-Payment to be made by Applicant in accordance with such cost; or (3) install the Facilities pursuant to the terms and conditions set forth herein. In the event ONG cancels this Agreement pursuant to this paragraph, ONG shall immediately refund to Applicant all funds paid to ONG pursuant to this Agreement.

3. Ownership of Gas Lines and Equipment. All Facilities constructed and/or installed by ONG and or its contractor(s) pursuant to this Agreement shall be the sole property of ONG, and Applicant shall have no lien or other property interest therein.

4. Additional Terms and Conditions. This Agreement shall contain the terms and conditions set forth in the following attachments, which are incorporated herein by reference:

Exhibit A: ONG Design Map
Exhibit B: Customer Site Plans and Plat, as required by ONG
Addendum 1: Construction
Addendum 2: Applicant Costs

5. Miscellaneous. The parties further agree as follows:

5.1 No Waiver by Failure to Act. Any failure or any delay on the part of ONG in exercising any right under this Agreement shall not operate as a waiver of that right; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise of that right or the exercise of any other right by ONG. Payment of any sum by ONG to Applicant with or without knowledge of a breach shall not be deemed a waiver of that breach or any other breach.

5.2 Assignment. Applicant shall not assign this Agreement, or any part hereof, without the written consent of ONG, or subcontract any part of the work except in accordance with the terms of this Agreement. This Agreement shall be binding upon the respective successors, legal representatives and assigns of the parties.

5.3 Entire Agreement. This Agreement, together with the Addenda and Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter of the Agreement. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized

representatives of both parties. ONG EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, AGREEMENTS OR WARRANTIES NOT EXPRESSLY SET FORTH HEREIN.

5.4 Severability. If any paragraph or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, to the extent permitted by law, such provision shall be replaced by similar terms deemed legal, valid and enforceable. If any illegal, invalid or unenforceable paragraph or provision of this Agreement cannot be so cured, that paragraph or provision shall be severed from the remaining portion of this Agreement, which shall otherwise remain legal, valid and enforceable.

5.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, excluding any conflicts of law rule or principle that would otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

5.6 Attorneys' Fees. In the event either ONG or Applicant institutes an action or other proceeding to enforce any rights arising under this Agreement, the prevailing party shall be paid all reasonable costs and attorneys' fees by the other party, such fees to be set by court and not by jury.

5.7 Headings; Interpretation. The headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. When used in this Agreement, the term "including" shall mean without limitation by reason of enumeration.

5.8 Counterparts. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement. Delivery of an executed counterpart to this Agreement by telecopy, e-mail or other electronic means (e.g., "pdf" or "rtf") shall be effective as an original.

5.9 Authority to Execute Agreement. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date first written above, notwithstanding any later dates of execution appearing below.

**OKLAHOMA NATURAL GAS COMPANY,
a division of ONE Gas, Inc.**

By: _____

Printed name Title

Date Signed: _____

APPLICANT

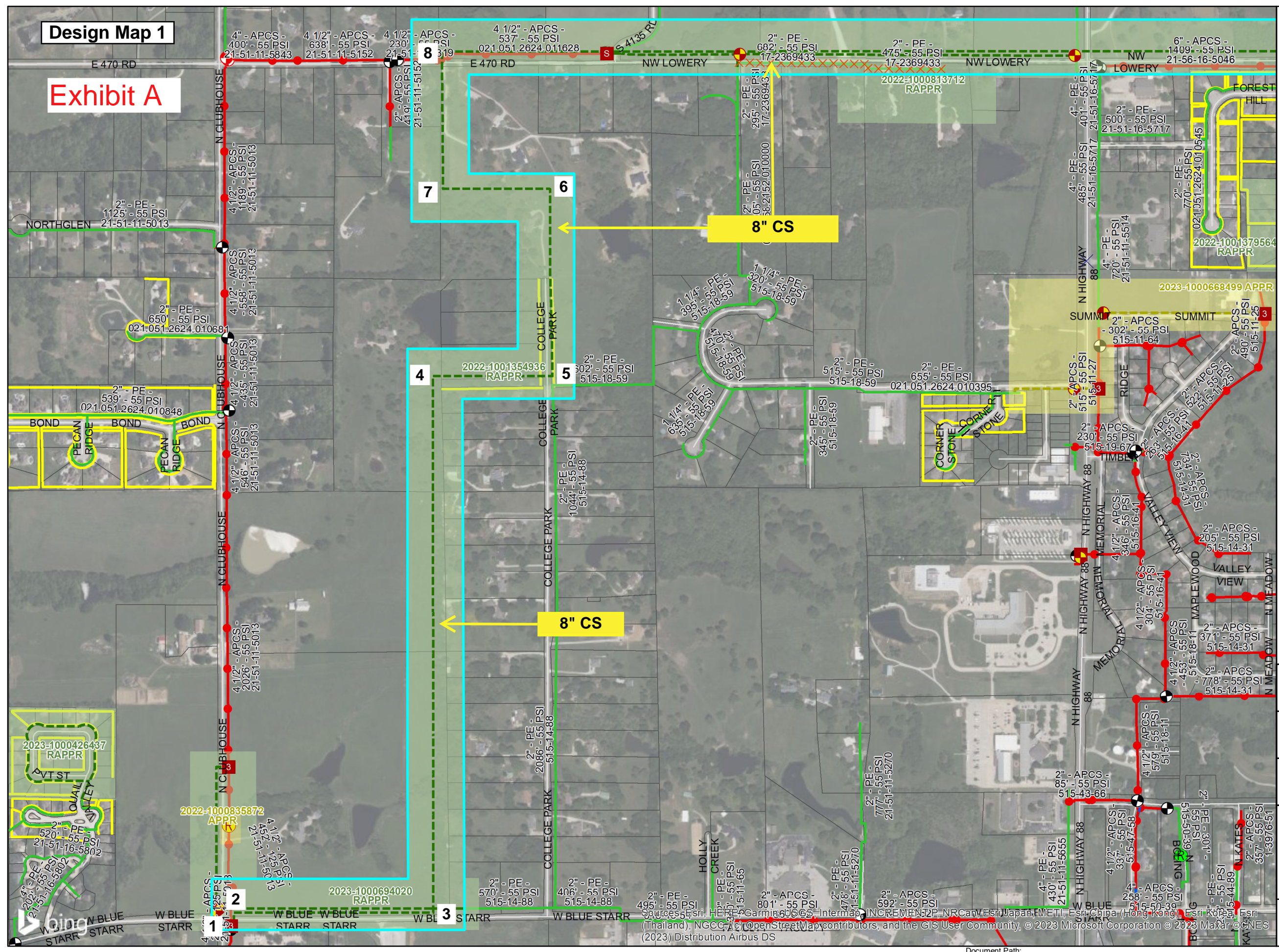
By: _____
Authorized Signatory

Printed name Title

Date Signed: _____

Design Map 1

Exhibit A



ONG CLAREMORE 051 NDU - CLAREMORE INDUSTRIAL PARK - DM-100 INTERCONNECT - INSTALL APPROX 21,000' OF 8" CS PIPE TO SERVE THE CLAREMORE INDUSTRIAL PARK.

CUE: 34330

TWO: 2022-1001354936
CWO: 2022-1001355094

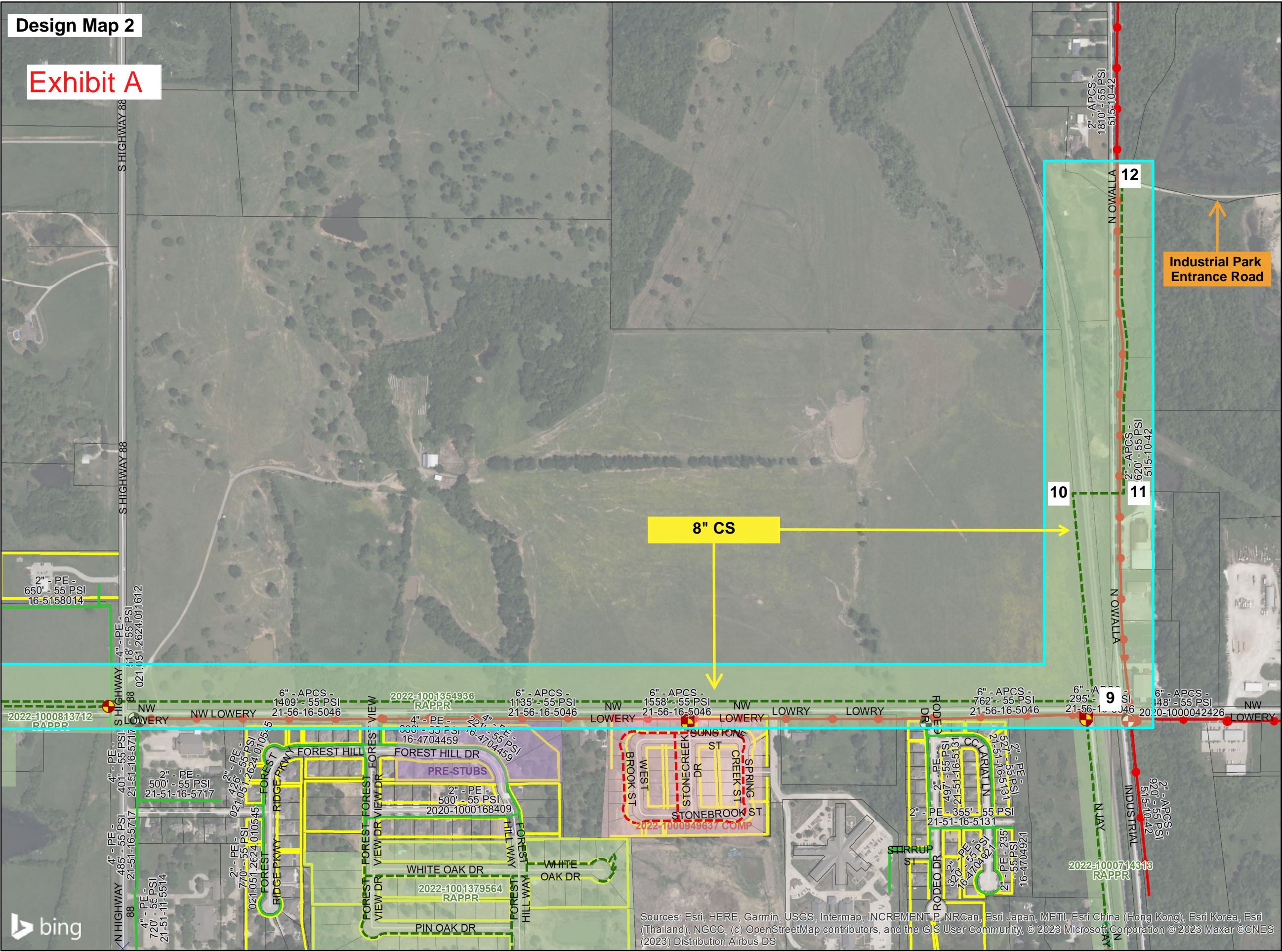
Designer:
Patrick Stone

Notes:
ROW Required

	0 230 460 Feet
Date Created: 9/28/2023 1:18:38 PM	Produced By: OKE19795
DISCLAIMER: This map is FOR INFORMATION PURPOSES ONLY and is not to be used for the accurate location of pipeline facilities for construction purposes. This map may also identify abandoned in place pipeline facilities. Additional abandoned in place pipeline facilities may exist that are not identified on this map.	

Design Map 2

Exhibit A



ONG CLAREMORE 051 NDU -
CLAREMORE INDUSTRIAL PARK
- DM-100 INTERCONNECT -
INSTALL APPROX 21,000' OF 8"
CS PIPE TO SERVE THE
CLAREMORE INDUSTRIAL
PARK. ESTIMATE FIGURED FOR
CONTRACT INSPECTOR AND
LABOR.

CUE: 34330

TWO: 2022-1001354936
CWO: 2022-1001355094

Designer:
Patrick Stone
918-831-8248 / 918-352-8025

Notes:
ROW Required



0 195 390 Feet

Date Created:
9/28/2023 1:13:31 PM

Produced By:
OKE19795

DISCLAIMER: This map is FOR INFORMATION PURPOSES ONLY and is not to be used for the accurate location of pipeline facilities for construction purposes. This map may also identify abandoned in place pipeline facilities. Additional abandoned in place pipeline facilities may exist that are not identified on this map.



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, © 2023 Microsoft Corporation © 2023 Maxar ©CNES (2023) Distribution Airbus DS

Document Path:

Exhibit B



ADDENDUM 1

CONSTRUCTION

1. **Coordination of Construction Activities - Applicant.** Applicant shall perform or cause to be performed the following, and shall provide evidence of completion to ONG as requested by ONG:

1.1 **Property Rights/Access.** Applicant shall provide a suitable right of way or easement for placement of the natural gas pipeline, facilities, appurtenances and access deemed necessary by ONG for installation and maintenance of the main extension. The right of way or easement shall be free from known environmental conditions and of sufficient width and rights of ingress and egress for the natural gas facilities. Said right of way shall be granted on forms provided by ONG, and shall be fully executed and delivered to ONG prior to ONG commencing construction. Applicant understands that construction will not begin until all grants of right of way are delivered, and Applicant agrees to pay all costs associated with any delay in such delivery, including the cost of acquiring right of way, within thirty days of being billed for such costs by ONG. Applicant agrees to provide ONG with a written legal description and drawing prepared by a licensed surveyor, or plat, that describes said right-of-way. At the discretion of ONG, applicant may be responsible for staking said right of way at the required intervals immediately preceding pipeline construction. In addition, in the case of a new development, Applicant agrees to cause to be stated in the covenants and restrictions, or file a plat containing the following language under the section heading "Gas Service":

- 1.1.1 The supplier of gas service through its agents and employees, shall at all times have the right of access to all utility easements shown on the plat or as otherwise provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
- 1.1.2 The owner of any lot shall be responsible for the protection of the underground gas facilities located within the lot and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner, or the owner's agents or contractors.
- 1.1.3 The covenants set forth in this subsection shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound by these covenants.

1.2 Notice. Execution of this Agreement by Applicant and payment of Co-Payment shall serve as notice that Applicant desires to have ONG commence installation of the gas distribution facilities described in the Facilities Requested. Notwithstanding the foregoing, Applicant must notify ONG when it believes it has achieved Site Readiness (defined below). ONG will confirm Site Readiness within 15 calendar days from such notice by Applicant.

1.3 Site Readiness: **ONG cannot construct facilities until “Site Readiness” is achieved. A construction site for a new facility (i.e. new building) is ready when: Site development permit with limits of construction inclusive of gas installation per the ONG Design Map (Exhibit A) is obtained from appropriate agency; grading and staking are complete; water and wastewater systems, and all dry utilities have been installed; and area for gas installation per the ONG Design Map is clear and accessible. A construction site for an existing facility that requires relocation, replacement, or a new service is ready when: staking is complete; area for the gas installation per the ONG Design Map is clear and accessible; owner has notified tenants of work; and traffic control has been coordinated, if applicable. If applicable for commercial sites, the external plumbing kick out must be installed and desired riser location marked.**

1.4 Customer Site Plans. Applicant has provided to ONG a site plan of the subject Service Site reflecting the location of any structures thereon, along with the location at which the service line is to be connected to the internal piping of such structures (the “Customer Site Plans”), a copy of which is attached hereto as Exhibit B and incorporated hereby reference. Applicant acknowledges that ONG designed the Facilities based on the Customer Site Plans provided by Applicant, and Applicant is responsible for additional costs associated with construction changes during installation.

1.5 Grading and Staking. Prior to commencement of installation of the Facilities Requested, Applicant shall grade to subgrade \pm .50 feet (6 inches) all streets, alleys, roadways or easements in which the services shall be installed.

In the event that the Applicant must grade after the installation of gas infrastructure, ONG must be notified to ensure minimum cover is maintained. If grading activities after gas installation cause the installation to not meet standards, Applicant is fully responsible for all costs associated with lowering and/or relocation required.

1.6 Water/Wastewater Systems. All water, wastewater and sewer construction shall be completed and tested prior to commencement of work on the Requested Facilities by ONG.

1.7 Other Installations. Applicant shall complete the installation of any underground electrical, telephone, cable television or other wiring or conduit systems within the area to be used for the Facilities Requested prior to Facilities Requested have been installed and tested.

1.8 Coordination of Trenching. All required pre-blasting of utility trenches, including natural gas trenches, shall be coordinated by Applicant prior to the

commencement of installation of any underground utility systems. Should blasting be required within 200 feet of any natural gas facilities which are active and gas carrying or under installation, Applicant shall provide ONG a detailed blasting plan which requires ONG engineering approval prior to the commencement of blasting.

1.9 Soil Density. Applicant shall be responsible for all testing of soil densities and required compactions.

1.10 Path Staking. At the discretion of ONG, applicant may be responsible for accurate staking prior to installation of Facilities Requested. **In the event that the Facilities must be relocated after installation, due to no fault of ONG, the Applicant shall be responsible for all costs incurred by ONG for the relocation of facilities. Relocation will be performed under a new agreement.**

1.11 Additional Depth. Cover in excess of twenty-four inches (24") to thirty-six inches (36") may be required. Applicant is responsible for costs associated with extra depth, if necessary, to achieve proper cover.

1.12 Casing for Main Crossings. When required by ONG, Applicant agrees to install suitably sized and placed PVC casings under proposed streets and sidewalks for the installation of gas mains and service lines. Schedule 40 PVC casings shall be installed at the locations in the development designated by ONG. The sizes of the casings will be dependent on the size of the proposed gas main: 12-inch PVC for a 6-inch gas main; 8-inch PVC for a 4-inch gas main; 4-inch PVC for a 2-inch gas main;

1.13 Casing for Service Crossings. When required by ONG, Applicant will install 2-inch PVC for residential development service lines. PVC casings shall be 3 to 4-feet below finish grade of the road (Depending on city or county being installed in) and shall extend 3-feet beyond the R-O-W line. Casing sizes for service lines on commercial developments or other residential projects will be coordinated with the ONG representative.

2. Move In/Move Out. In the event ONG is required to remove its equipment and crews from the work site after commencement of work and prior to completion thereof due to an act or omission of Applicant, Applicant shall reimburse ONG for the associated costs of same. This fee shall be paid by Applicant for each additional move in/move out required of ONG.

3. Initiation of Gas Service. ONG may refuse to initiate gas service to the Service Site until Applicant has reimbursed ONG for any additional expenses as set forth in Sections 1.5, 1.11 and 2 above.

4. Riser/Meter Location Requirements. If required by ONG, Customer will include a diagram of the riser/meter location requirements are attached hereto and incorporated in Exhibit B.

ADDENDUM 2

Applicant Co-Payment

1. **Applicant Co-Payment.** Applicant shall be responsible for co-payment prior to installation of the Facilities Requested:
 - 1.1. **Extension Policy.** The extension necessary to furnish service to the Service Site or Extension Area described herein is greater than allowed as a free extension, as described in the Oklahoma Natural Gas Company Rate Schedule 1081, authorized by the Oklahoma Corporation Commission (the "Rate Schedule") and Oklahoma Administrative Code 165:45-3-4. Accordingly, the Applicant shall be responsible for the co-payment described in Section 1.3 below (the "Co-Payment").
 - 1.2. **Calculation of Co-payment.** Applicant Co-Payment is calculated in accordance with the Rate Schedule and Oklahoma Administrative Code 165:45-3-4.
 - 1.3. **Co-Payment.**

Description	
Estimated Cost of Line Extension	\$5,858,634
Applicant Co-Payment	\$5,858,334
Total due to ONG	\$5,858,334

Upon execution, please return signed agreement and payment to:

Oklahoma Natural Gas
4901 N Santa Fe Ave.
Oklahoma City, OK 73118
Attn: Heidi Peak

For ONG Accounting use only:

Project Name: ONG CLAREMORE 051 NDU - CLAREMORE INDUSTRIAL PARK - DM-100
INTERCONNECT

Project /Banner Number: 2022-1001354936