Board of Trustees Meeting

Tuesday, October 21, 2025
8:15 a.m.

Edmond Economic
Development Authority
Large Conference Room
825 East 2nd Street
Edmond, OK

City of Edmond
Notice of Public Meeting

To request an accommodation due to a disability, please contact the Edmond Economic Development Authority (EEDA) at least 48 hours prior to a scheduled meeting. The EEDA can be contacted by email: info@eeda.com or phone: 405-340-0116.

Edmond Economic Development Authority Board
City Council Workshop
Regular Meeting Agenda
825 E. Second Street, Suite 200, Edmond, Oklahoma
8:15 a.m., Tuesday, October 21, 2025

Notice to the Public

Official action can only be taken on items which appear on the agenda. The Edmond Economic Development Authority (EEDA) Board may discuss, adopt, approve, amend, reject, deny, strike or continue any item listed on the agenda. When more information is needed to act on an item, the EEDA Board may refer the matter to the Executive Director, EEDA Staff, or General Counsel for additional study. Under certain circumstances, items are deferred/continued to a specific later date or stricken from the agenda entirely.

1. Call to Order
2. Welcome and Introduction of Guests
3. Recognition of Avilla Williams
4. Approval of Minutes of the Regular Board Meeting on September 16, 2025
5. Discussion and Consideration of Approval of the Financial Reports – September 2025
6. Discussion and possible action regarding transfer of funds from the EEDA operating account to an additional depository or investment account to ensure compliance with FDIC insurance limits and collateralization requirements.
7. Discussion and Consideration of Approval of the Claims Report – October 2025
8. Presentation, Discussion, and Consideration of Action Regarding Community Development Block Grant (CDBG) Funds-Christy Batterson, *Director of Housing & Community Resources*
9. Discussion and Consideration of Action Regarding Training/Workshop of the EEDA Trust Agreement.
10. Discussion and Consideration of Approval of the 2026 EEDA Board Meeting Schedule
11. Executive Director Report: Presentation, Review, and Discussion of Market Activity and Tax Reports
12. Executive Session pursuant to Title 25, Section 307(C)(11) of the Oklahoma Statutes to discuss confidential matters pertaining to economic development, including analysis of potential projects known as Project Olympia and Project Landing, and related incentive modeling, where public disclosure would interfere with negotiations or violate the confidentiality of the businesses.
13. Consideration of Action Related to a potential Project Olympia.
14. Consideration of Action Related to a potential Project Landing.
15. Comments from the Edmond Economic Development Authority Board Chair and Members
16. Adjournment

POSTED ON THE CITY OF EDMOND PUBLIC NOTICE BOARD
Time: 3:48 pm
Date: Oct 16 2025
CITY CLERK'S OFFICE

BOARD MEETING MINUTES
September 16, 2025

Chair Kathy Wallis called the regular meeting of the Edmond Economic Development Authority Board of Trustees to order on Tuesday, September 16, 2025 at 8:16 a.m., 22 E. Main Street, Edmond, OK. The agenda for the meeting was posted in the City First Administration building on September 10, 2025 at 2:57 p.m.

Present – Trustees Rob Garrett, Darren Helm, Tom Blalock, Victoria Caldwell, Phil Fraim, Austin Fugitt, Paul Koenig, and Susan Starns
Absent – None

Regular Meeting Minutes – Trustee Helm made a motion to approve the Minutes of August 19, 2025. Trustee Caldwell seconded the motion. Motion approved by roll call vote:

AYES:	Blalock, Caldwell, Fraim, Fugitt, Garrett, Helm, Koenig, Starns and Wallis
NAYS:	None
ABSENT:	None

Financial Report – Trustee Fraim made a motion to approve the July financial report. Trustee Starns seconded the motion. Motion approved by roll call vote:

AYES:	Blalock, Caldwell, Fraim, Fugitt, Garrett, Helm, Koenig, Starns and Wallis
NAYS:	None
ABSENT:	None

Claims Report – Trustee Helm made a motion to approve the August claims report in the amount of $54,196.58. Vice Chair Garrett seconded the motion. Motion approved by roll call vote:

AYES:	Blalock, Caldwell, Fraim, Fugitt, Garrett, Helm, Koenig, Starns and Wallis
NAYS:	None
ABSENT:	None

Approval of 2025-2026 CDBG Public Service Agreement between City of Edmond and EEDA – Trustee Fraim made a motion to approve the 2025-2026 CDBG Agreement. Trustee Koenig seconded the motion. Motion approved by roll call vote:

AYES:	Blalock, Caldwell, Fraim, Fugitt, Garrett, Helm, Koenig, Starns and Wallis
NAYS:	None
ABSENT:	None

Executive Director Report: Presentation, Review, and Discussion of Market Activity and Tax Reports

Presentation and Discussion of Capital Improvement Program and upcoming sales tax election – Randy Entz

Discussion of the City of Edmond's Capital Improvement Program and upcoming sales tax election

Comments from the EEDA Board Chair and Members

With no further business to discuss, Trustee Blalock made a motion to adjourn at 9:03 a.m. Trustee Koenig seconded the motion. Motion was unanimous, vote 9-0 in favor.

DATE APPROVED: October 21, 2025

_____
Kathy E. Wallis, Chair

HALE & COMPANY
Advancing the Technology of Accounting

Management is responsible for the accompanying financial statements of **Edmond Economic Development Authority** (a governmental organization), which comprise the statement of financial position as of September 30, 2025 and September 30, 2024, and the related statements of activities and cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, changes in net assets, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require that accounts payable and accrued liabilites be recorded as of the statement date. Management has informed us that the Organization has estimated accounts payable and other accrued liabilites to be materially the same as the balances as of the prior year end audited balances. The effect of this departure has not been determined.

The supplementary information contained in Schedules I and II is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has been compiled from information that is the representation of management. We did not audit or review the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

Hale & Company, CPA, P.C.
October 03, 2025

Edmond Economic Development Authority
Statement of Financial Position
As of September 30, 2025 and 2024

Assets

	2025	2024
Current Assets		
Cash	$ 1,183,409.44	$ 979,390.22
Accounts Receivable	0.00	25.00
Total Current Assets	1,183,409.44	979,415.22
Property and Equipment		
Furniture, Fixtures & Equipment	44,280.74	45,039.35
Capital Asset-Intangible Building	105,692.00	105,692.00
Capital Asset-Intangible Equipment	5,090.00	5,090.00
Accumulated Amortization	(48,954.00)	(48,954.00)
Less Accumulated Depreciation	(44,245.57)	(41,229.19)
Net Property and Equipment	61,863.17	65,638.16
Non Current Assets		
First Fidelity Bank-CDBG Loan	43,310.04	42,288.83
Total Non Current Assets	43,310.04	42,288.83
Total Assets	$ 1,288,582.65	$ 1,087,342.21

Liabilities and Net Assets

	2025	2024
Current Liabilities		
Accounts Payable	$ 10,227.39	$ 10,227.39
Accrued Liabilities	80,337.57	131,442.57
Other Current Liabilities	22,156.00	22,156.00
Total Current Liabilities	112,720.96	163,825.96
Long-Term Liabilities		
Lease Liability-Long Term	45,758.00	45,758.00
Net Pension Liability-City Pension	227,537.00	227,537.00
Net OPEB Liability	30,009.00	30,009.00
Deferred Inflows of Resources-Pension Investment Deferrals	75,130.00	75,130.00
Deferred Inflows of Resources-OPEB	16,583.00	16,583.00
Deferred Outflow of Resources-Pension	(125,512.00)	(125,512.00)
Deferred Outflow of Resources-OPEB	(24,589.00)	(24,589.00)
Total Long-Term Liabilities	244,916.00	244,916.00
Total Liabilities	357,636.96	408,741.96
Net Assets		
Fund Balance	871,981.87	653,209.31
YTD Net Income	58,963.82	25,390.94
Total Net Assets	930,945.69	678,600.25
Total Liabilities and Net Assets	$ 1,288,582.65	$ 1,087,342.21

Edmond Economic Development Authority

Supplemental Schedule I

Analysis of Receipts and Disbursements - Budget vs. Actual
For the Three Months Ended September 30, 2025

	Current Period For the One Month Ended September 30, 2025				Year to Date For the Three Months Ended September 30, 2025			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
City of Edmond Contract	$ 65,357.00	$ 65,357.00	$ -	0.0%	$ 196,071.00	$ 196,071.00	$ -	0.0%
Events								
Economic Preview	-	833.33	(833.33)	-100.0%	-	2,499.99	(2,499.99)	-100.0%
Market Forecast	-	3,000.00	(3,000.00)	-100.0%	-	4,000.00	(4,000.00)	-100.0%
Administrative Services								
Bond Issuance Fees	-	-	-	0.0%		-	-	0.0%
Grants and Incentives								
Misc. Incentive Requests	-	-	-	0.0%			-	0.0%
Publications								
Demographic Services-Buxton & ESRI	-	-	-	0.0%	-	-	-	0.0%
Abstracts	-	-	-	0.0%	-	-	-	0.0%
Interest Income-Bank	2,287.74	783.33	1,504.41	192.1%	6,900.82	2,349.99	4,550.83	193.7%
Total Receipts	67,644.74	69,973.66	(2,328.92)	-3.3%	202,971.82	204,920.98	(1,949.16)	-1.0%
Total Disbursements	49,135.42	64,275.77	(15,140.35)	-23.6%	119,179.06	225,827.31	(106,648.25)	-47.2%
Excess of Receipts Over (Under) Disbursements	18,509.32	5,697.89	12,811.43	224.8%	83,792.76	(20,906.33)	104,699.09	-500.8%
Non-Budgeted Receipts	-	-	-					
Non-Budgeted Expenses								
Executive Search	24,023.78	-	24,023.78	0.0%	24,023.78	-	24,023.78	0.0%
Excess of Receipts Over (Under) Disbursements	(5,514.46)	5,697.89	(11,212.35)	-196.8%	59,768.98	(20,906.33)	80,675.31	-385.9%

Edmond Economic Development Authority

Supplemental Schedule II - Detailed Analysis of Disbursements (excluding Reserve Fund Expenses) - Budget vs Actual

	1 Month Ended Sept 30, 2025 Actual	1 Month Ended Sept 30, 2025 Budget	1 Month Ended Sept 30, 2025 Over/(Under)	3 Months Ended Sept 30, 2025 Actual	3 Months Ended Sept 30, 2025 Budget	3 Months Ended Sept 30, 2025 Over/(Under)
Disbursements						
IT Software & Subscriptions	42.00	208.33	(166.33)	126.00	624.99	(498.99)
IT Equipment	1,846.61	216.67	1,629.94	1,846.61	650.01	1,196.60
Maintenance/Repairs/Upgrades	827.17	720.92	106.25	2,094.71	2,162.76	(68.05)
Miscellaneous Expense	-	83.33	(83.33)	270.00	249.99	20.01
Office Supplies/Furnishings	68.56	312.50	(243.94)	171.88	937.50	(765.62)
Payroll Taxes	1,421.43	2,329.17	(907.74)	2,186.73	6,987.51	(4,800.78)
Postage	-	20.83	(20.83)	-	62.49	(62.49)
Printing	327.43	66.67	260.76	327.43	200.01	127.42
Professional Development	635.00	291.67	343.33	635.00	875.01	(240.01)
Accounting/Audit	987.02	2,416.67	(1,429.65)	2,450.66	7,250.01	(4,799.35)
Rent	1,868.00	1,868.00	-	5,604.00	5,604.00	-
Off Site Storage	77.25	83.33	(6.08)	231.75	249.99	(18.24)
Salaries	17,425.52	32,110.58	(14,685.06)	28,258.88	96,331.74	(68,072.86)
Employee Benefits	1,249.27	7,125.00	(5,875.73)	3,747.81	21,375.00	(17,627.19)
Contract Labor	6,000.00	-	6,000.00	18,000.00	-	18,000.00
Utilities	687.87	525.00	162.87	1,708.77	1,575.00	133.77
Building Insurance	152.68	154.17	(1.49)	458.04	462.51	(4.47)
Grounds Maintenance	388.50	450.00	(61.50)	1,165.50	1,350.00	(184.50)
Janitorial	109.79	125.00	(15.21)	303.28	375.00	(71.72)
Chamber Shared Employee Expenses	355.25	250.00	105.25	1,130.34	750.00	380.34
Dues/Memberships/Subscriptions	118.74	545.83	(427.09)	308.74	1,637.49	(1,328.75)
Data Services	524.29	604.17	(79.88)	1,569.51	1,812.51	(243.00)
Cell Phone Expenses	50.00	354.17	(304.17)	150.00	1,062.51	(912.51)
Demographic Services-Buxton & ESRI	12,500.00	-	12,500.00	41,000.00	33,000.00	8,000.00
Marketing Materials/Social Media	392.00	537.50	(145.50)	1,176.00	1,612.50	(436.50)
Real Estate Services	948.49	1,458.33	(509.84)	2,845.47	4,374.99	(1,529.52)
Web Site	-	167.92	(167.92)	-	503.76	(503.76)
Market Forecast	-	2,000.00	(2,000.00)	-	4,500.00	(4,500.00)
Civic Support	-	1,500.00	(1,500.00)	1,250.00	6,000.00	(4,750.00)
Transportation	7.00	291.67	(284.67)	36.40	875.01	(838.61)
Hotel Expense	-	291.67	(291.67)	-	875.01	(875.01)
Food-Client Assist/Recruitment	125.55	250.00	(124.45)	125.55	750.00	(624.45)
Meetings/Conference Reg.	-	250.00	(250.00)	-	750.00	(750.00)
Recruitment-Select OK	-	416.67	(416.67)	-	1,250.01	(1,250.01)
2027 USGA Senior Open	-	2,083.33	(2,083.33)	-	6,249.99	(6,249.99)
Misc. Incentive/Streatery	-	4,166.67	(4,166.67)	-	12,500.01	(12,500.01)
Executive Search	24,023.78	-	24,023.78	24,023.78	-	24,023.78
Total Disbursements	73,159.20	64,275.77	8,883.43	143,202.84	225,827.31	(82,624.47)

Monthly Cash Flow Report

September

OPERATING ACCOUNT
Citizens Bank of Edmond
(Interest Rate 0.75% A.P.Y.)

Statement Ending Date	9/30/2025	**YEAR TO DATE** 3 Mo. Ended
BEGINNING BALANCE	$272,855.65	$342,499.39
DEPOSITS	$259,428.00	$259,428.00
INTEREST	$207.46	$607.36
WITHDRAWALS	($73,159.20)	($143,202.84)
ENDING BALANCE	$459,331.91	$459,331.91

TREASURY FUND ACCOUNT
BancFirst
(Interest Rate 3.010% A.P.Y.)*

Statement Ending Date	9/30/2025	**YEAR TO DATE** 3 Mo. Ended
BEGINNING BALANCE	$205,084.70	$204,005.57
DEPOSITS	$0.00	$0.00
INTEREST	$517.99	$1,597.12
WITHDRAWALS	$0.00	$0.00
ENDING BALANCE	$205,602.69	$205,602.69

TITANIUM BUSINESS MONEY MARKET ACCOUNT
Regent Bank
(Interest Rate 3.17% A.P.Y.)*

Statement Ending Date	9/30/2025	**YEAR TO DATE** 3 Mo. Ended
BEGINNING BALANCE	$159,176.68	$158,301.56
DEPOSITS	$0.00	$0.00
INTEREST	$409.93	$1,285.05
WITHDRAWALS	$0.00	$0.00
ENDING BALANCE	$159,586.61	$159,586.61

Monthly Cash Flow Report

September

PREMIER BUSINESS MONEY MARKET ACCOUNT
FirstUnited Bank
(Interest Rate 3.41% A.P.Y.)*

Statement Ending Date	9/30/2025	**YEAR TO DATE** 3 Mo. Ended
BEGINNING BALANCE	$141,443.07	$140,629.71
DEPOSITS	$0.00	$0.00
INTEREST	$390.23	$1,204.09
WITHDRAWALS	$0.00	$0.00
ENDING BALANCE	$141,833.30	$141,833.80

MONEY MARKET BUSINESS ACCOUNT
SOVEREIGN BANK
(Interest Rate: 4.09% A.P.Y.)*

Statement Ending Date	9/30/2025	**YEAR TO DATE** 3 Mo. Ended
BEGINNING BALANCE	$216,243.80	$214,798.23
DEPOSITS	$0.00	$0.00
INTEREST	$762.13	$2,207.70
WITHDRAWALS	$0.00	$0.00
ENDING BALANCE	$217,005.93	$217,005.93

COMMERCIAL MONEY MARKET ACCOUNT (CDBG Revolving Loan)
First Fidelity Bank
(Interest Rate 2.48% A.P.Y.)*

Statement Ending Date	9/30/2025	**YEAR TO DATE** 3 Mo. Ended
BEGINNING BALANCE	$43,225.89	$43,040.21
DEPOSITS	$0.00	$0.00
INTEREST	$84.15	$269.83
WITHDRAWALS	$0.00	$0.00
ENDING BALANCE	$43,310.04	$43,310.04

***Interest Rate Change**

Claims Report

October		
VENDOR NAME	**DESCRIPTION**	**AMOUNT**
Edmond Area Chamber of Commerce	Monthly Expenses (Bldg. Insurance $152.68, Lawn Care $388.50, Janitorial $105.78 & Utilities $465.67)	$1,112.63
Edmond Area Chamber of Commerce	Shared Employee Expense	$355.25
Edmond Area Chamber of Commerce	Member Lunch: State of the Schools	$40.00
Hale & Company	Monthly Financial Services	$550.00
Cullum Technologies	Monthly Business Remote Maintenance Services	$475.00
CoStar Group, Inc.	Monthly Commercial Real Estate Research Services	$553.49
LoopNet	Monthly Commercial Real Estate Research Services	$395.00
JD Young Financial Services	Monthly Copier Lease	$94.60
JD Young Technologies	Monthly Copier Maintenance & Usage	$100.00 *
Cox Communications	Monthly Internet & Cable Charges	$239.22
Cox Communications	Monthly Telephone & Services	$300.00 *
Edmond Life & Leisure	EEDA Advertisement, October Issue	$300.00
Edmond Trophy Company	Former Board Member Gift	$135.00
X-Cel Badge & Engraving	Name Tags - Heather	$11.00
Strategic Economic Partners	September Services	$6,000.00
Crawford & Associates	Professional Services Rendered thru September 15th, 2025	$2,650.00
Oklahoma Hotel & Lodging Association	OHLA Trends & Tastings - Heather	$65.00
VISA	Microsoft Subscription $36 & $6, Microsoft $25, MailChimp $92, Accounting $99, Midcon $77.25, The Oklahoman $19.99, Ozarka $16.86, Amazon $163.40, Office Depot $62.48, Panera $53.96, Target $34.75	$686.69
Gina Arter	Per Diem Allowance - OU EDI Fall 2025 Institute, Fort Worth, TX	$272.00
Gina Arter	Cell Phone & Mileage	$57.00
***ESTIMATED AMOUNTS NOT TO EXCEED THE APPROVED AMOUNT**	**TOTAL:**	**$14,391.88**

VENDOR NAME	**DESCRIPTION**	**AMOUNT**
Edmond Chamber of Commerce	Office Space Rent	$1,868.00
City of Edmond-Human Resource Dept.	Insurance Premiums (Company Expense)	$567.75
City of Edmond-Payroll Dept.	Pension Contribution (Company Expense)	$3,804.68
City of Edmond-EAP	Employee Assistance Program Services	$2.43
City of Edmond-Human Resource Dept.	Employee Benefits (Life Insurance, ADD, LTD)	$5.80
PayCom	Payroll Processing Services	$125.00
	TOTAL:	**$6,373.66** *

GRAND TOTAL EXPENSES IN OCTOBER **$20,765.54**

CDBG PUBLIC SERVICE AGREEMENT BETWEEN
CITY OF EDMOND
AND
EDMOND ECONOMIC DEVELOPMENT AUTHORITY

This public service agreement, hereinafter called "Contract", is made and entered into this **_____day** of **_____, 2025**, by and between the **CITY OF EDMOND, OKLAHOMA,** a municipal corporation, hereinafter called **"City",** and **EDMOND ECONOMIC DEVELOPMENT AUTHORITY**, a public trust, organized under the laws of the State of Oklahoma and of the City of Edmond, Oklahoma, hereinafter called **"Grantee".**

W I T N E S S E T H

WHEREAS, the City has applied for and received Community Development Block Grant funds from the United States Department of Housing and Urban Development under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383;

WHEREAS, the City has determined, upon request and approval, to use a portion of the funds for the development of jobs for low and moderate income persons;

WHEREAS, the GRANTEE was created for the purpose of the promotion of the development of industry and does thereby aspire to provide additional employment opportunities that will benefit and strengthen the economy of the City of Edmond;

WHEREAS, the sole beneficiary of the GRANTEE is the City of Edmond; and

WHEREAS, the City wishes to engage the GRANTEE to assist the City in utilizing such funds to render certain services therewith;

NOW, THEREFORE, in consideration of the mutual covenants and agreements thereinafter set forth, the parties do agree as follows:

I. SCOPE OF SERVICE

The GRANTEE will be responsible for administering the Economic Development Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such programs will include the activities eligible under the Community Development Block Grant Program, as specified in this Contract, and consists of current program income from the GRANTEE Revolving Loan Fund for the period up to September 30, 2026.

A. Statement of Work and administration duties shall include, but not be limited to:

1. Provide special Economic Development Assistance and expertise in closing as many financial assistance packages, as circumstances will allow, during the period of this Contract utilizing CDBG and "Revolving Loan" funds.

2. The GRANTEE shall make loans on the basis of a maximum of $9,000 of CDBG funds used for each low and moderate FTE job created.

3. Submit the following documentation to the CDBG Department for each loan prior to a request for payment.
   a. "Appropriate" Review
      1. Project Description
      2. Evaluation of proposed project costs
      3. Evaluation of operating costs and expenses
      4. Verification of private sources of debt financing
      5. Size and term of CDBG assistance based on:

a. Inadequate rate of return
b. Financing gap
c. Location

4. Public benefit analysis
   a. Job Creation or Retention
      1. Number of persons to be hired
      2. Title of jobs to be created or retained
      3. Number of positions to be filled by persons with low/moderate income
      4. Training needs (describe any additional training participants will receive or need once they are hired)

B. At minimum, at least 51% of the permanent, full-time equivalent employment opportunities created or retained must be made available to persons from low and moderate-income households.

C. The GRANTEE shall provide loans on a 50/50 match for CDBG dollars with non-CDBG dollars from private sources.

D. The GRANTEE shall provide appropriate financial assistance to eligible businesses for the purpose of creating new or retaining, long-term permanent employment, and linking this employment to low and moderate income persons through first source of employment agreements negotiated with financial assistance recipients in accordance with the GRANTEE's adopted loan policies and procedures as specified in the budget provisions and schedule of completion.

E. The GRANTEE shall provide a copy of minutes and agendas of all Board Meetings and give the City advance notice of each Board Meeting that addresses CDBG Activities.

F. The GRANTEE shall provide monthly, documentation of low and moderate-income persons hired during the "Open Period." Reports should specify full-time or part-time income verification, total number of persons per household, job title, and which jobs require special skills or education.

G. The City will monitor the performance of the Sub-recipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this contract. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

II. PERFORMANCE MEASURES

The GRANTEE shall furnish on a quarterly basis (unless otherwise indicated) the following statistical data or information to the Community Development Block Grant (CDBG) Department. Such data or information shall be used by the City to evaluate the impact of the GRANTEE's service upon persons of low and moderate income under the terms of the contract and shall be submitted no later than five (5) working days after completion of the quarter being reported.

A. The GRANTEE shall provide a summary of all activities on a quarterly basis (unless otherwise requested) and will include: (a) total new jobs created to date for each financial assistance recipient; (b) low and moderate income persons; (c) the number of financial assistance packages closed to date and individual amounts of each such package during the reporting period. Such data or information shall be used by the City to evaluate the impact of the GRANTEE's services upon persons of low and moderate income under the terms of the contract and shall be submitted no later than five (5) working days after completion of the quarter being reported.

B. The GRANTEE will submit Loan Activity Reports to the Community Development Block Grant Department by the fifteenth (15) working day of each succeeding month.

C. The GRANTEE will allow the Community Development Block Grant Department and its duly

authorized agents, access during normal business hours, to the books, records, and all other data relating to the operation of the GRANTEE.

III. TIME OF PERFORMANCE

Services of the GRANTEE shall commence as soon as practicable after the effective date of this Contract. In any event, all of the services required hereunder shall be completed on or before September 30, 2026. In no event shall the services of the GRANTEE extend beyond September 30, 2026. However, the term of this Contract and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CDBG funds or other assets including Program Income, unless otherwise agreed upon.

IV. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed the approved budget. The GRANTEE has not submitted a request for funding to the City and therefore, no funds have been included for economic development activities in the City of Edmond FY2025-2025 Community Development Block Grant Annual Action Plan. Payments of principal and interest from prior GRANTEE Revolving Loan Funds loans will not occur during the period of this agreement.

A. Recital of Understanding

1. The timing of "Requests for Advance" must be carefully planned by GRANTEE and will normally be approved and a warrant within fifteen (15) working days from the date of approval by the Edmond City Council. In the event the GRANTEE has not completed "closing" procedures for the activity, no funds will be released until which time the GRANTEE has completed the "closing."

2. "Requests for Advance" of funds will be reviewed by the Community Development Block Grant Department, and a request for approval for payment submitted, if it is determined that all back-up documentation is reasonable, necessary, and allowable, and the GRANTEE is making reasonable progress in completing "Performance" as set forth in the contract.

3. The GRANTEE will submit all financial statements as required by the City to the Community Development Block Grant Department by the fifteenth (15) working day of each succeeding month.

4. The GRANTEE is required to have an annual audit conducted covering the use of CDBG funds paid to the GRANTEE under this Contract. Said audit shall be conducted in accordance with Government Auditing Standards and OMB Circular A-133 and shall include both financial and compliance reviews. A copy of said audit shall be submitted to the Community Development Block Grant Department within thirty (30) days after completion of the audit.

5. The GRANTEE agrees to maintain accounting records for "Revolving Loan Funds" received. Contractor shall maintain separate accounting records and bank accounts reflecting property awarded by the GRANTEE other than "Revolving Loan Funds," such as private contributions, gifts, and donations. The records required hereunder shall be prepared and maintained in accordance with generally accepted accounting principles and the requirements of the City of Edmond.

6. Loan repayments will be used to fund a Revolving Loan fund. The GRANTEE may draw down and use Revolving Loan funds only to make loans, which meet all the requirements for use of CDBG funds. Requests for use of these funds will be submitted to the Community Development Block Grant Department.

7. The GRANTEE, in accordance with federal regulations (24 CFR 570.500(b)), will submit on an annual basis a payment to the “U.S. Treasury” which is a payback of the annual interest earned from funds deposited in local banks related to the CDBG Economic Development

Revolving Loan Fund.

V. SPECIAL CONDITIONS

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all federal regulations and policies issued pursuant to these regulations. The GRANTEE further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

In order to achieve the Department of Housing and Urban Development standard of reusing revolving funds in a timely manner, the City shall make incremental requests for use of portions of the revolving funds to cover ongoing expenditures. It is not anticipated that the entire balance will be requested in one payment but that as costs for housing rehabilitation, homebuyer assistance, social service agencies or even administration are accrued, requests for use of the revolving funds will be made to Grantee as suggested by HUD. The circumstance could occur that the entire balance of revolving funds is depleted. In the event a jobs creation loan is requested, Grantee can inform the City immediately upon receipt of the application to allow for the reconsideration for use of the revolving fund. If all of the current revolving funds are used prior to a jobs creation loan application being submitted to the Grantee, the Citizens Participation Committee of the CDBG program will be requested to meet to determine if funds can be reallocated for the jobs creation opportunity.

VI. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City	Grantee
Christy Batterson Housing and Community Resources Director City of Edmond P. O. Box 2970 Edmond, OK 73083-2970	Heather McDowell Executive Director Edmond Economic Development Authority 825 East 2nd, Suite 200 Edmond, OK 73034-5375

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Grantee also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Contract. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder.

Grantee shall pay to the City, the City's respective officers, employees, elected officials and/or agents, as applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity obligations in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable to Grantee, and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities related to activities contemplated hereunder.

The indemnity and release provided herein shall survive the termination or voidance of this Contract.

D. Workers' Compensation

The Grantee shall provide workers' compensation insurance coverage for all of its employees involved in the performance of this Contract.

E. Insurance and Bonding

The Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Grantee shall ensure recognition of the role of the grantor agency in providing services through this Contract. All activities, facilities, and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Amendments

The City or Grantee may amend this Contract at any time, provided that such amendments make specific reference to this Contract and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Contract nor relieve or release the City or Grantee from its obligations under this Contract.

The City may, in its sole discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both City (with prior approval of its governing body) and Grantee.

H. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I.A. above may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Contract shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Contract, in whole or in part, if the Grantee fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Grantee ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City may also terminate this Contract in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

I. Other Program Requirements.

The agreement shall require the Grantee to carry out each activity in compliance with all federal laws and regulations described in subpart K of these regulations, except that:

(i) The Grantee does not assume the City's environmental responsibilities described in §570.604; and

(ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

J. Reversion of Assets

This Contract specifically requires that upon its expiration, the Grantee shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It also specifically requires that any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Grantee in the form of a loan) in excess of $25,000 is either:

(i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City: or

(ii) If the real property is not used in accordance with paragraph (b)(8)(i) of §570.208, the Grantee shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in paragraph (b)(8)(i) of §570.208.)

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Records and Reports

1. Records to be Maintained

The Grantee shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Records required to comply with the *Uniform Administrative Requirements*, as set forth in 24 CFR Part 570.502, and OMB Circular A-110; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited above and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Grantee understands that client information collected under this Contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a legally responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Grantee shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(8), as applicable.

6. Close-Outs

The Grantee's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final closeout reports and determining the custodianship of records.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Contract shall be made available to the City, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee of the deficiencies. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Grantee shall report on a monthly basis all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Contract. The use of program income by the Grantee shall comply with the requirements set forth in 24 CFR 570.504. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this Contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Grantee will develop an indirect cost allocation plan for determining the appropriate Grantee's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Grantee funds available under this Contract, based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Contract for costs incurred by the City on behalf of the Grantee.

4. Progress Reports

Grantee shall submit progress reports to the City in the form, with the content, and as frequently as required by the City.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Contract.

2. OMB Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as amended , and implementing regulations found at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974 (HCD) as amended; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (Note: The City may preempt the optional relocation policies.) The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Order 12259 and implementing regulations as described in 24 CFR Part 107, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment because of the person's race, gender, gender identity, sexual orientation, age, religion, national origin, pregnancy, disability, genetic information, military service, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Grantee agrees to comply with any federal regulations issued to foster compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 706), which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. M/WBE

The Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and women business enterprise" means a business at least fifty-one percent (51%) owned and controlled by presumed group members or women. For purposes of this Contract, "presumed group member" means: Black American, Hispanic, Native American, Asian Pacific and Subcontinent Asian. The Grantee may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

1. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, the United States Department of Housing and Urban Development (HUD) or its agents, or other authorized federal officials for purposes of investigations to ascertain compliance with the rules, regulations and provisions stated herein.

2. Notifications

The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. EEO Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an equal opportunity employer.

4. Subcontract Provisions

The Grantee will include the provisions of Section X.A. (Civil Rights) in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §§ 276a–276a-7) as amended, the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330), the Copeland "Anti-kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Grantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor (29 CFR Parts 1, 3, 5 and 7) governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968 (12 U.S.C. § 1701u), the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued thereunder prior to the execution of this Contract shall be a condition of the federal financial assistance provided under this Contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Contract:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. § 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action under the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Grantee shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Grantee shall cause all of the provisions of this Contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Contract.

d. Selection Process

The Grantee shall undertake to ensure that all subcontracts let in the performance of this Contract be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act of 1939 (5 U.S.C. §§ 7321-7326).

4. Conflict of Interest

The Grantee agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Grantee further covenants that, in the performance of this Contract, no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Grantee hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, or a federal grant, loan, or cooperative agreement arising out of this Contract, it will complete and submit Standard Form-LLL("Disclosure Form to Report Lobbying") in accordance with its instructions; and

c. It will require that the language of this certification and the language set forth below in subsection (d) be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will be required to certify and disclose accordingly.

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this Contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Grantee agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in compliance with the federal regulations set forth in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

The Grantee agrees to comply with the requirements set forth in the following statutes and regulations insofar as the statutes and/or regulations apply to Grantee's performance under this Contract:

A. Air and Water

Clean Air Act, 42 U.S.C.§§ 7401- 7671q
Federal Water Pollution Control Act (as amended), 33 U.S.C. §§ 1251-1387, and all regulations and guidelines issued thereunder.
National Primary and Secondary Ambient Air Quality Standards, 40 CFR Part 50 (i.e. Environmental Protection Agency (EPA) regulations).

B. Flood Disaster Protection

Flood Disaster Protection Act of 1973, 42 U.S.C. §§ 4002-4107

Note: The Grantee shall ensure that, for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

24 CFR 570.608 and 24 CFR Part 35 (i.e. HUD lead-based paint regulations)

D. Historic Preservation

National Historic Preservation Act of 1966 (as amended), 16 U.S.C. § 470

Protection of Historic Properties regulations, 36 CFR Part 800

Note: This requires concurrence from an authorized agent of the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, and all other parts of this Contract shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the City and the GRANTEE have executed this agreement as of the date first written above.

CITY OF EDMOND,
A Municipal Corporation

_____ Mark Nash, Mayor

_____
City Clerk

Approved as to form, and legality this _____ day of _____2025.

_____
Madeline Sawyer, City Attorney

EDMOND ECONOMIC DEVELOPMENT AUTHORITY
A Public Trust

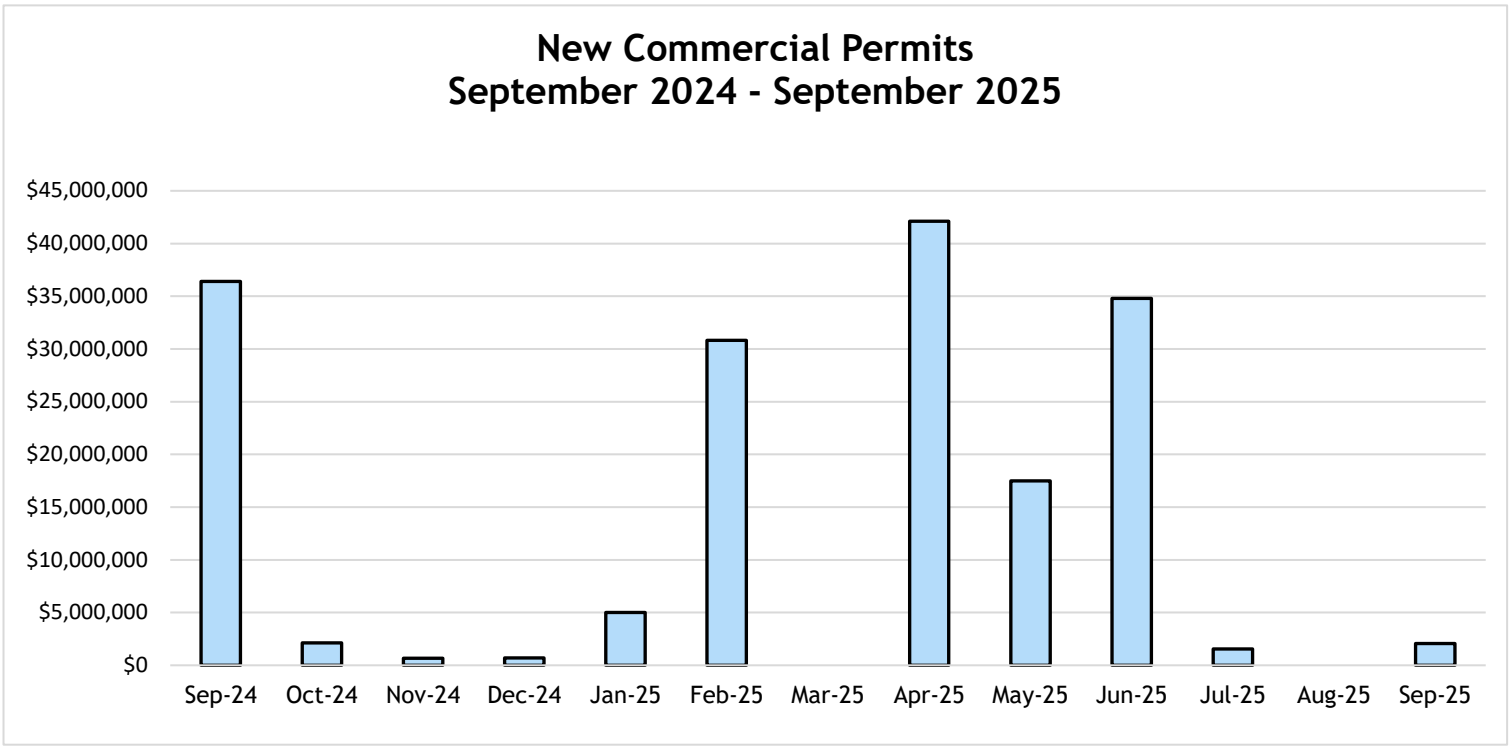
ATTEST:

_____ By _____
Rob Garrett, Vice Chairman Kathy Wallis, Chairperson

CORPORATE SEAL

Commercial Real Estate Report
September 2025

	2025 September	2024 September	2025 Annual YTD	2024 Annual YTD	Annual YTD % Change
New Commercial Permits					
Commercial Bldg Permits	1	5	30	32	-6.25%
Permit Value	$2,063,388	$36,400,000	$133,835,912	$152,018,924	-11.96%
Average Permit Value	$2,063,388	$7,280,000	$4,461,197	$4,750,591	-6.09%
Additions to Business Permits					
Business Permits	8	1	15	12	25.00%
Permit Value	$2,021,000	$250,000	$26,696,000	$10,752,009	148.29%
Average Permit Value	$252,625	$250,000	$1,779,733	$896,001	98.63%
Alterations to Business Permits					
Business Permits	0	13	56	99	-43.43%
Permit Value	$0	$1,209,805	$23,086,504	$17,419,741	32.53%
Average Permit Value	$0	$93,062	$412,259	$175,957	134.30%

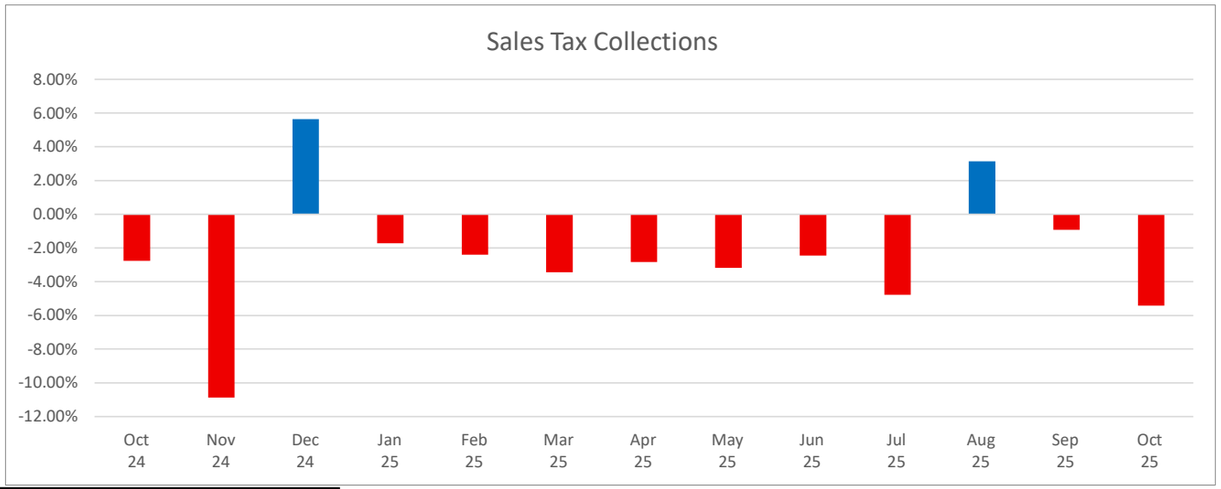


City of Edmond, Sales, Use and Lodging Tax Summary, October, 2025

Sales Tax

Fiscal Year 2025				Fiscal Year 2026			
Month	Collections	Rate	Growth %	Month	Collections	Rate	Growth %
July	7,373,547	3.75%	-1.81%	July	7,021,235	3.75%	-4.78%
August	7,339,630	3.75%	1.59%	August	7,569,867	3.75%	3.14%
September	7,354,713	3.75%	-3.23%	September	7,286,530	3.75%	-0.93%
October	7,515,594	3.75%	-2.76%	October	7,108,708	3.75%	-5.41%
November	6,813,256	3.75%	-10.87%	November			
December	7,560,564	3.75%	5.63%	December			
January	7,482,056	3.75%	-1.73%	January			
February	7,393,415	3.75%	-2.40%	February			
March	6,196,591	3.75%	-3.45%	March			
April	6,645,638	3.75%	-2.83%	April			
May	7,130,429	3.75%	-3.17%	May			
June	7,069,480	3.75%	-2.45%	June			
	29,583,485		**-1.60%**		**28,986,340**		**-2.02%**

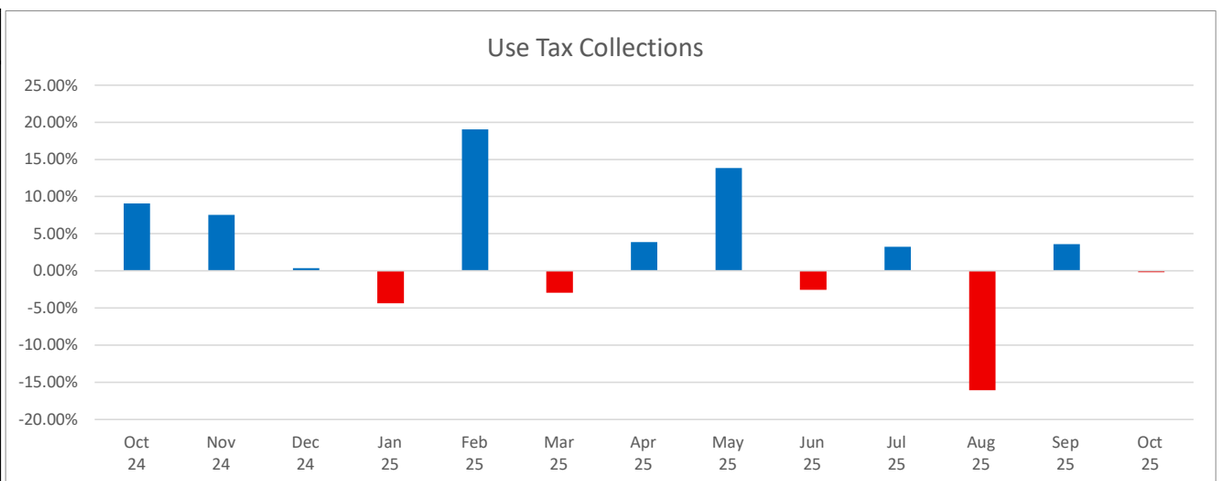
Cumulative year-to-date (YTD)



Use Tax

Fiscal Year 2025				Fiscal Year 2026			
Month	Collections	Rate	Growth %	Month	Collections	Rate	Growth %
July	1,464,753	3.75%	5.69%	July	1,512,199	3.75%	3.24%
August	1,760,188	3.75%	29.23%	August	1,477,544	3.75%	-16.06%
September	1,550,282	3.75%	2.59%	September	1,605,878	3.75%	3.59%
October	1,355,504	3.75%	9.07%	October	1,353,154	3.75%	-0.17%
November	1,450,406	3.75%	7.51%	November			
December	1,550,269	3.75%	0.34%	December			
January	1,784,792	3.75%	-4.36%	January			
February	2,281,035	3.75%	19.07%	February			
March	1,255,995	3.75%	-2.95%	March			
April	1,353,954	3.75%	3.87%	April			
May	1,648,224	3.75%	13.81%	May			
June	1,339,752	3.75%	-2.54%	June			
	6,130,727		**11.43%**		**5,948,776**		**-2.97%**

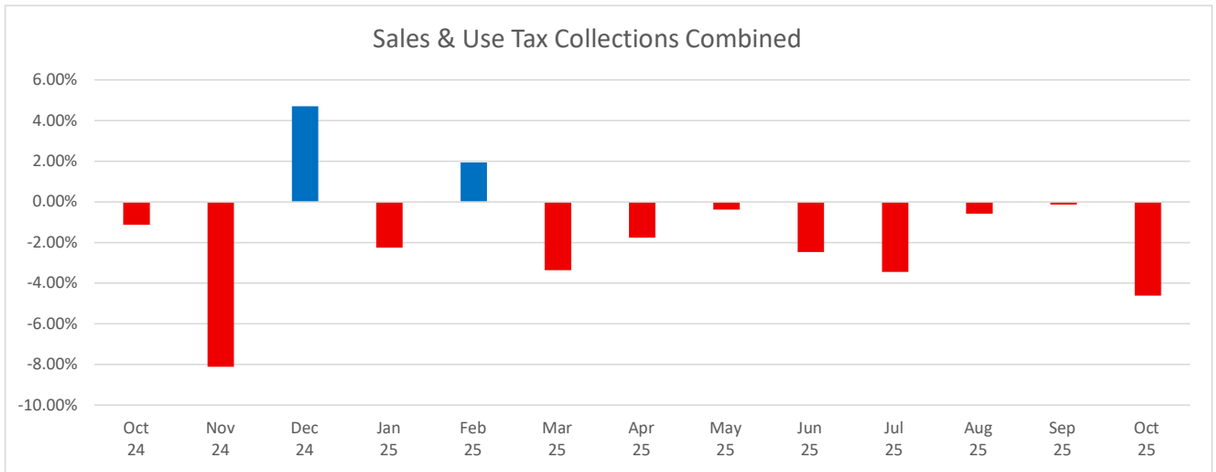
Cumulative year-to-date (YTD)



City of Edmond, Sales, Use and Lodging Tax Summary, October, 2025

Sales & Use Tax Combined

Fiscal Year 2025				Fiscal Year 2026				
Month	Collections	Rate	Growth %	Month	Collections	Rate	Growth %	
July	8,838,301	3.75%	-0.64%	July	8,533,434	3.75%	-3.45%	
August	9,099,818	3.75%	5.97%	August	9,047,411	3.75%	-0.58%	
September	8,904,995	3.75%	-2.27%	September	8,892,408	3.75%	-0.14%	
October	8,871,098	3.75%	-1.12%	October	8,461,862	3.75%	-4.61%	
November	8,263,663	3.75%	-8.11%	November				
December	9,110,833	3.75%	4.69%	December				
January	9,266,847	3.75%	-2.25%	January				
February	9,674,450	3.75%	1.93%	February				
March	7,452,586	3.75%	-3.37%	March				
April	7,999,591	3.75%	-1.76%	April				
May	8,778,654	3.75%	-0.38%	May				
June	8,409,232	3.75%	-2.47%	June				
	35,714,212		**0.42%**		**34,935,116**		**-2.18%**	**Cumulative year-to-date (YTD)**



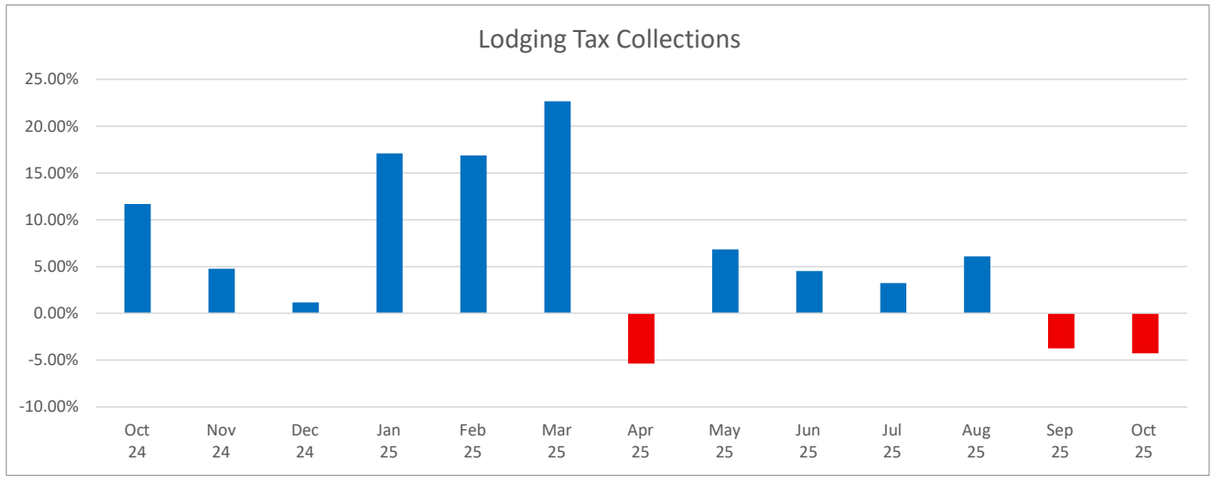
City Comparison Sales and Use Tax

City	Sales Tax YTD	Use Tax YTD	Sales & Use Tax YTD
Edmond	**-2.02%**	**-2.97%**	**-2.18%**
Oklahoma City	3.79%	-2.78%	2.64%
Moore	1.00%	9.12%	1.88%
Tulsa	3.99%	-10.07%	1.64%
Broken Arrow	0.11%	0.53%	0.17%
Midwest City	0.41%	-4.85%	-0.19%
Norman	0.06%	-1.82%	-0.21%
Yukon	-0.62%	-11.60%	-2.02%

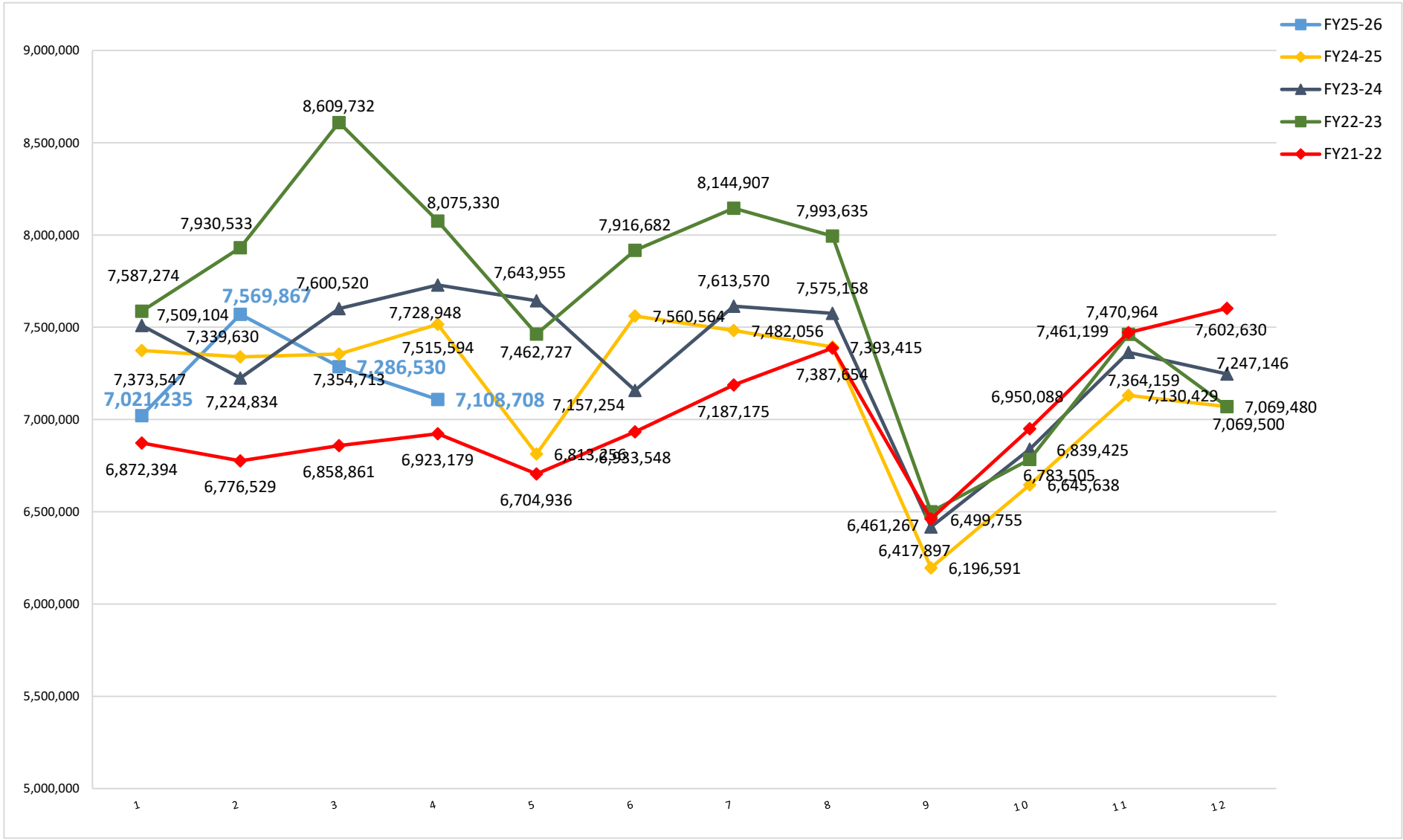
City of Edmond, Sales, Use and Lodging Tax Summary, October, 2025

Lodging Tax

Fiscal Year 2025				Fiscal Year 2026				
Month	Collections	Rate	Growth %	Month	Collections	Rate	Growth %	
July	94,486	4.00%	23.71%	July	146,318	6.00%	3.24%	
August	85,323	4.00%	-11.52%	August	135,766	6.00%	6.08%	
September	80,959	4.00%	8.94%	September	116,897	6.00%	-3.74%	
October	75,595	4.00%	11.67%	October	108,533	6.00%	-4.29%	
November	75,671	4.00%	4.76%	November				
December	133,923	6.00%	1.18%	December				
January	109,167	6.00%	17.06%	January				
February	92,255	6.00%	16.88%	February				
March	99,994	6.00%	22.63%	March				
April	81,932	6.00%	-5.38%	April				
May	120,216	6.00%	6.83%	May				
June	124,381	6.00%	4.51%	June				
	336,363		**6.84%**		**507,513**		**0.59%**	**Cumulative year-to-date (YTD)**

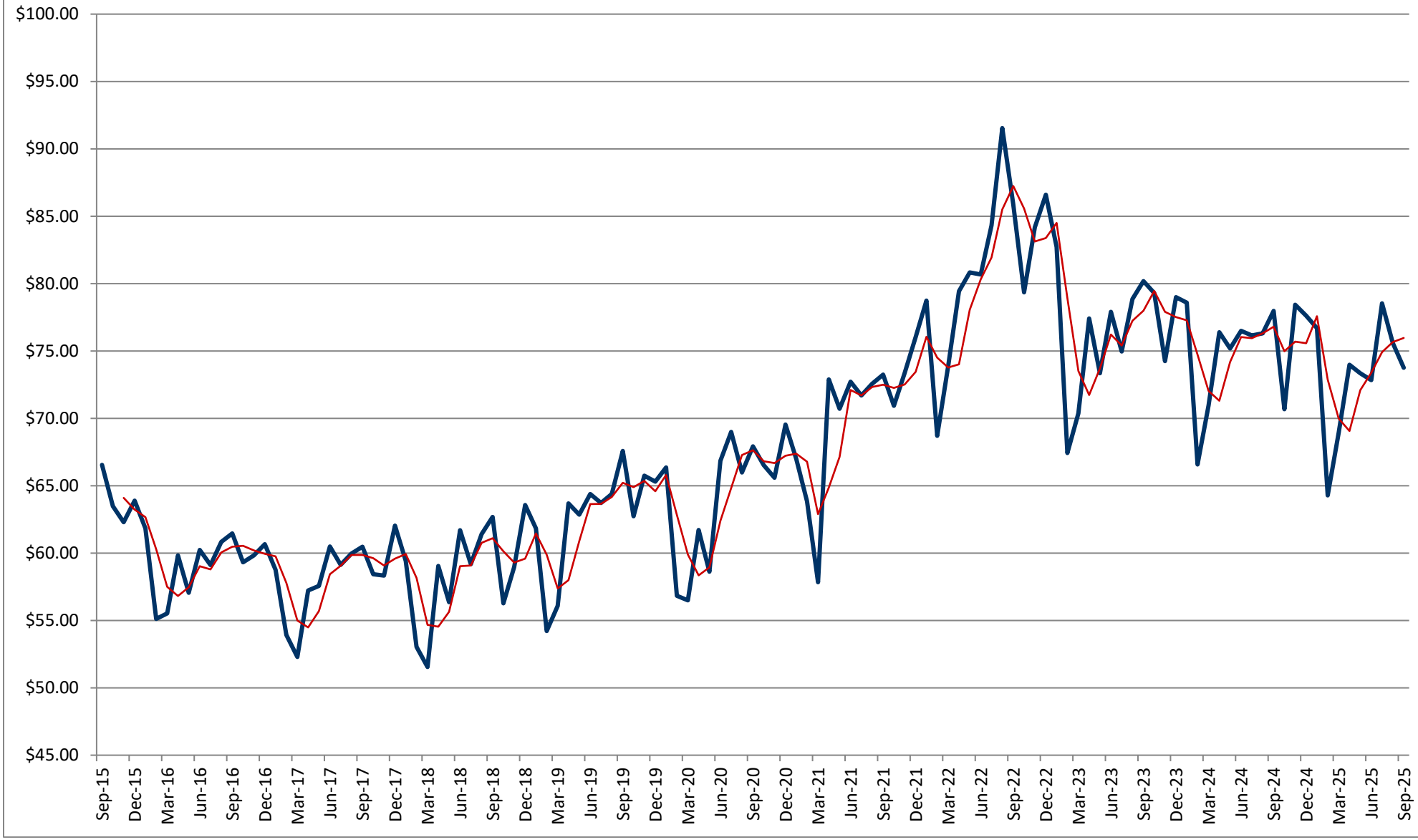


City of Edmond's Total Sales Tax History



	July	August	September	October	November	December	January	February	March	April	May	June	Annual YTD Totals
FY25-26	7,021,235	7,569,867	7,286,530	7,108,708									
FY24-25	7,373,547	7,339,630	7,354,713	7,515,594	6,813,256	7,560,564	7,482,056	7,393,415	6,196,591	6,645,638	7,130,429	7,069,480	**85,874,913**
FY23-24	7,509,104	7,224,834	7,600,520	7,728,948	7,643,955	7,157,254	7,613,570	7,575,158	6,417,897	6,839,425	7,364,159	7,247,146	**87,921,970**
FY22-23	7,587,274	7,930,533	8,609,732	8,075,330	7,462,727	7,916,682	8,144,907	7,993,635	6,499,755	6,783,505	7,461,199	7,069,500	**91,534,779**
FY21-22	6,872,394	6,776,529	6,858,861	6,923,179	6,704,936	6,933,548	7,187,175	7,387,654	6,461,267	6,950,088	7,470,964	7,602,630	**84,129,225**

*this shows the 3.75% sales tax

Source: City of Edmond

Sales Tax Per Capita
Edmond, OK