



City of Edmond

Notice of Public Meeting

Edmond City Council and Public Works Authority Meeting Information

The City of Edmond encourages participation from all its citizens. To request an accommodation due to a disability, please contact the ADA Coordinator at least 48 hours prior to a scheduled meeting. The ADA Coordinator can be contacted by email: ADAAccordinator@edmondok.gov or phone: 405-359-4518.

The agenda packet, containing additional details on agenda items, is available for review upon request at City Hall and on the City's website at edmondok.gov. The City of Edmond encourages members of the public to contact the City Clerk's Office if they have questions regarding items on a City Council or Public Works Authority meeting agenda. The City Clerk's Office can be contacted by email: cityclerk@edmondok.gov or phone: 405-359-4555.

Answers to frequently asked questions about City Council / Public Works Authority meetings can be found [here](#). City Council / Public Works Authority Meeting Rules are available [here](#). Meeting Rules and FAQs are also available in the City Hall lobby.

Members of the Edmond City Council / Public Works Authority include:

Mark A. Nash	Mayor	(405) 359-4642	mayor@edmondok.gov
Maggie Murdock Nichols	Councilmember Ward 1	(405) 359-4684	ward1@edmondok.gov
Barry K. Moore	Mayor Pro Tem Councilmember Ward 2	(405) 359-4641	ward2@edmondok.gov
Preston Watterson	Councilmember Ward 3	(405) 359-4640	ward3@edmondok.gov
Phil Fraim	Councilmember Ward 4	(405) 359-4734	ward4@edmondok.gov

Regular Meeting Agenda

**Edmond City Council Meeting
Edmond Public Works Authority Meeting
City Hall Council Chamber - 22 E. Main Street, Edmond, Oklahoma
5:30 p.m., Monday, September 14, 2026**

Notice to the Public

Official action can only be taken on items which appear on the agenda. The City Council or Public Works Authority 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 City Council or Public Works Authority may refer the matter to the City Manager or the City Attorney or other staff. The City Council or Public Works Authority may also refer items to the standing committees of the City Council or to a board or commission 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 of the Edmond City Council Meeting.**
- 2. Presentations:**
 - A.** Presentation of a Proclamation Recognizing September 14-18, 2026 as Constitution Week in the City of Edmond.
 - B.** Presentation Regarding the Inaugural Route 66 Beach Festival at Arcadia Lake held on August 29th and 30th.
 - C.** Recognition of the Edmond Fire Department Hazardous Materials Team.
- 3. Citizen Comments.**

This is an opportunity for residents and non-residents to address the City Council on city-related matters not on the agenda or scheduled for a public hearing. Citizens must sign up to speak either online by 3:00 p.m. the day of the City Council meeting, or in person by the start of the meeting. All remarks must be directed to the Mayor or Chair of the meeting, are limited to three minutes or less, and must otherwise be made in accordance with the City Council / Public Works Authority rules, available [here](#) and in the City Hall lobby.

Please note that members of the City Council cannot respond to issues brought up in Citizen Comments if they are not on the agenda, in accordance with state law.

4. Appointments and Reappointments:

A. Mayor Appointments and Reappointments:

1. Appointment of Will Blanchard to the Capital Improvement Projects Advisory Board; Term Expires June 30, 2029.

B. Ward 1 Appointments and Reappointments:

1. Removal of Sarah Myrick from the Arcadia Lake Commission.
2. Appointment of Derek Ryan Forari to the Arcadia Lake Commission to Fulfill the Unexpired Term of Sarah Myrick; Term Expires October 31, 2028.

5. City Council Public Hearing Items:

Items listed under Public Hearings are usually discussed and considered individually, or by project, by members of the City Council. Each item provides an opportunity for members of the public to speak in accordance with the City Council / Public Works Authority rules, available [here](#) and in the City Hall lobby. Comments must be directed to the Mayor or Chair of the meeting.

- A. Case No. PR26-00001; Public Hearing and Consideration of Approval for a Preliminary Plat for Black Oaks II at Iron Horse Ranch, Located Southeast of Sorghum Mill Road and Coltrane Road. (Staab Holdings LLC; Ward 2)
- B. Case No. U26-00007; Public Hearing and Consideration of Approval of a Specific Use Permit for Home Spa Massage, Located at 151 E 33rd Street, Suite 103. (Zhang; Ward 3)
- C. Case No. U26-00008; Public Hearing and Consideration of Approval of a Specific Use Permit for Bella Strada, Located at 3224 S. Broadway #100. (Jones; Ward 3)
- D. Case No. SP25-00014 and U25-00001; Public Hearing and Consideration of Approval for a Site Plan and Specific Use Permit for Children of America Daycare Center, Located on the South Side of Coffee Creek Road, East of Kelly Avenue. (First Services Companies, LLC; Ward 1)

E. Public Hearing and Consideration of Approval of Ordinance No. 4099 Amending Title 10 Vehicles and Traffic of The Edmond Municipal Code by Amending Section 10.68.150 To Provide a Penalty in The Amount of One Hundred Forty Dollars for Violation of Section 10.68.020 Related to Parking of Trucks, Trailers, Buses, Recreational Vehicles or Commercial Vehicles; Providing for Repealer and Severability; And Providing an Effective Date. (Citywide)

F. Consideration of Approval of a Budget Amendment for a Supplemental Appropriation of \$679,409.57 for Payment of the Required Federal Arbitrage Rebate Liability on the Series 2021A Sales Tax Revenue Note. (Citywide)

G. Opioid Abatement Grant:

1. Consideration of Approval of a Budget Amendment for a Supplemental Appropriation from the OK Opioid Abatement Grant Fund Reserves to the Current OK Opioid Abatement Grant Fund Budget to Repay Unspent Grant Funds; \$6,018.89. (Citywide)
2. Consideration of Approval of Opioid Abatement Grant Closeout and Return of \$6,018.89 in Unspent Grant Funds. (Citywide)

6. **Recess of the Edmond City Council Meeting and Call to Order of the Edmond Public Works Authority Meeting.**

7. **Public Works Authority General Consent Items:**

Items listed under General Consent are usually approved as a group with the proper motion from a member of the Public Works Authority. Members of the Public Works Authority may pull any item under General Consent for separate discussion and/or action.

A. Consideration of Approval of Public Works Authority Regular Meeting Minutes: August 24, 2026. (Citywide)

8. **Public Works Authority Discussion and Consideration Items:**

Items listed under Discussion and Consideration are usually discussed and considered individually, or by project, by members of the Public Works Authority.

A. Consideration of Public Works Authority General Consent Agenda Items Pulled for Separate Discussion and/or Action.

- B.** Consideration of Approval of Waiver of Competitive Bids and Approval of Sole Provider Purchase of Landis+Gyr Products from Border States Industries, Inc; Not to Exceed \$600,000.00. (Citywide)
- C.** Consideration of Approval of a Development and Financing Assistance Agreement with Hurd Courts, LLC., Supporting a Development at North Santa Fe Drive and W Hurd Street in Downtown Edmond and Providing Public Financial Assistance in an Amount Not to Exceed \$1,000,000.00. (Ward 1)
- D.** Consideration of Approval of a Development and Financing Assistance Agreement with 19 Broadway Building LLC., Supporting a Development at 19 Broadway in Downtown Edmond and Providing Public Financial Assistance in an Amount Not to Exceed \$450,000.00. (Ward 1)

9. Recess of the Edmond Public Works Authority Meeting and Reconvene the Edmond City Council Meeting.

10. City Council General Consent Items:

Items listed under General Consent are usually approved as a group with the proper motion from a member of the Council. Members of the Council may pull any item under General Consent for separate discussion and/or action.

- A.** Consideration of Approval of City Council Special Meeting Minutes: August 24, 2026. (Citywide)
- B.** Consideration of Approval of City Council Regular Meeting Minutes: August 24, 2026. (Citywide)
- C.** Consideration of Accepting the Unaudited Fiscal Year 2026 Quarter 4 Budget to Actuals Reports, June 2026 Sales and Use Tax Summaries, and Debt Detail Report. (Citywide)
- D.** Consideration of Acknowledging Receipt of Oklahoma Department of Environmental Quality (ODEQ) Construction Permits for Whole Foods at Legacy at Covell. (Ward 2)
- E.** Consideration of Acknowledging the Oklahoma Department of Environmental Quality Construction Permit SL000055260608 for SS24-00003 - Fiscal Year 2027 Sanitary Sewer Rehab - Phase 1 Project. (Citywide)

- F.** Consideration of Acceptance of Proposals and Approval of Payments for Group Health Benefit Provider Services for Calendar Year 2027 from:
- Aetna for the Employee Group Medical Plan; \$9,220,975.72;
 - Delta Dental of Oklahoma for Employee Group Dental Plan; \$1,360,166.56;
 - Vision Service Plan (VSP) for Employee Group Vision Plan; \$165,868.58; and
 - COBRAGuard/ITedium for COBRA Plan Administration; \$19,200.00. (Citywide)
- G.** Consideration of Acceptance of Proposal and Approval of Payment for Group Health Pharmacy Benefit Provider Services from Serve You RX for Calendar Year 2027; Estimated Costs of \$3,634,030.00. (Citywide)
- H.** Consideration of Approval of Payment to Payer Matrix for Patient Assistance Program for Fiscal Year 2026-2027; \$400,000.00. (Citywide)
- I.** Consideration of Approval of an Independent Contractor Agreement with B.S. Planning, LLC for Planning and Development Review Services to Support Adoption and Implementation of the Unified Development Code (UDC); Not to Exceed \$172,000.00 Annually. (Citywide)
- J.** Consideration of Approval of Bid Disposition for Signal and Streetlight Services (Including Renewal Options) for the Traffic Division to Traffic Signals, Inc; Estimated Annual Amount of \$100,000.00. (Citywide)
- K.** Consideration of Approval of Annual Services Agreement and Purchase of Continued Maintenance for Nice Inform Recording System and Nice Engage Cloud System; \$51,564.78. (Citywide)
- L.** Consideration of Approval of an Elevator Service Agreement with Schindler for Maintenance Service, Parts, and Inspection: Not to Exceed \$50,000.00 Annually. (Citywide)
- M.** Consideration of Approval of Purchase of Laserfiche Cloud Upgrade with ImageNet Consulting LLC on State Contract SW1007IM; \$35,394.99. (Citywide)
- N.** Consideration of Approval of Purchase of Additional Crew Mobile Application Licenses from Tyler Technology, Inc; \$2,874.00. (Citywide)

11. City Council Discussion and Consideration Items:

Items listed under Discussion and Consideration are usually discussed and considered individually, or by project, by members of the City Council.

- A.** Consideration of City Council General Consent Agenda Items Pulled for Separate Discussion and/or Action.

- B. Consideration of Approval of Waiver of Competitive Bids and Approval of Sole Provider Purchase of Landis+Gyr Products from Border States Industries, Inc; Not to Exceed \$600,000.00. (Citywide)
- C. Consideration of Waiver of Competitive Bids and Approval of Sole Provider Purchase of Equipment and Services from Safe Fleet Mobile-Vision, Inc; \$321,500.00. (Citywide)
- D. Consideration of Acceptance of Bid, Approval of Resolution No. 31-26 Appointing a Purchasing Agent for Carrying Out a Public Contract; and Authorizing the Mayor to Execute a Contract with Multicon for Tennis Courts 1-4 Surface Removal and Reapplication at Edmond Center Court; \$102,600.00. (Ward 3)
- E. Consideration of Selection and Approval of a Professional Services Agreement with PoliGRAM, LLC. for Special Advisor for Strategic Initiatives & External Affairs Services; Not to Exceed \$100,000.00. (Citywide)
- F. Discussion about Implementing Various Sections of the Arcadia Lake Needs Analysis and Master Plan, including a Reservation System, Roadway, Park Entry, and Access Control Improvements. (Ward 2)
- G. Discussion on How to Improve Communication and Feedback Between Boards and Commissions and City Council and Possible Consideration of Directing Boards and Commissions to Prepare an Annual Report. (Citywide)

12. Recess of the Edmond City Council Meeting and Reconvene the Edmond Public Works Authority Meeting.

13. Edmond Public Works Authority Executive Sessions and Action Items:

- A. Enter into Executive Session on Advice of the City Attorney to Discuss Pending Claim or Action Regarding the Ground Lease, Development Agreement, Subordinated Loan and Security Agreement, and Promissory Notes related to the Hotel Conference Center Project, as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(4) because Disclosure Would Seriously Impair the Ability of the Public Body to Process the Claim or Conduct a Pending Investigation, Litigation or Proceeding in the Public Interest.
- B. Consideration of Action With Regard to Pending Claim or Action Regarding the Ground Lease, Development Agreement, Subordinated Loan and Security Agreement, and Promissory Notes related to the Hotel Conference Center Project.

- 14. Adjournment of the Edmond Public Works Authority Meeting and Reconvene the Edmond City Council Meeting.**
- 15. City Council Executive Sessions and Action Items:**
 - A.** Executive Session to Discuss the Employment of the Assistant to the Mayor and Council as Authorized Pursuant to 25 O.S. Section 307(B)(1).
 - B.** Consideration of Action with Regard to the Employment of the Assistant to the Mayor and Council.
- 16. Comments from the Mayor and Members of the City Council.**
- 17. Adjournment of the Edmond City Council Meeting.**

City Council / Public Works Authority**5. A.****Meeting Date:** 09/14/2026**Submitted For:** Ken Bryan, Director, Planning

Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4790

Submitted By: Mary Ann Blakely, Administrative Technician, Planning**Ward:** 2**City Council Strategic Plan:** N/A

Item

Case No. PR26-00001; Public Hearing and Consideration of Approval for a Preliminary Plat for Black Oaks II at Iron Horse Ranch, Located Southeast of Sorghum Mill Road and Coltrane Road. (Staab Holdings LLC; Ward 2)

Background

1. Purpose of Application: The subject property aims to develop a single-family subdivision continuation of the Black Oak neighborhood to the west. This phase includes 74 new lots.
2. Location: The subject property is located southeast of Sorghum Mill Road and Coltrane Road.
3. Existing Condition: The subject property was rezoned to “A” Single Family Dwelling District in 2025 (Z25-00012). It is currently undeveloped.
4. Number and size of lots – The subject property has a proposed 74 lots, ranging in size from 21,803 square feet to 37,890 square feet.
5. Setback requirements – In “A” Single Family Dwelling Districts, front setbacks from minor street yards are 25 feet, the rear yard is 20 feet (or 20% lot depth, whichever is less), and the side yards are 5 feet (or 8 feet if the structure is two or more stories).
6. Surrounding uses and zoning – The properties to the north are zoned “G-A” General Agricultural and “R-1” Rural Estate District and are all developed as large lot residential. The properties to the east are “G-A” General Agricultural and “D-0” Suburban Office and are partially developed as large lot residential and partially undeveloped. To the south is zoned “PUD Z22-00030” Liberty Park Planned Unit Development and is undeveloped. To the west is zoned “A” Single Family Dwelling District and is developed as Black Oak at Iron Horse Ranch neighborhood.

Engineering Department:

7. Access: The site will be accessed from a private street located off East Sorghum Mill Road as well as connecting to the platted area to the west via existing stub-outs.
8. Water & Wastewater: Public water will be extended throughout the entire subdivision from existing lines located along East Sorghum Mill Road and in the subdivision to the west, Black Oak at Iron Horse Ranch. Public sanitary sewer will serve the lots within the plat.
9. Drainage: Stormwater shall be managed in compliance with Title 23. One large detention pond will be constructed on the south end of the site, and one small detention pond will be constructed on the north end of the site, near the entrance.

Edmond Electric:

10. Electric – The electric distribution plan will be designed and provided to the owner or project representative for their use. Necessary easements are required to be provided on the Final Plat prior to City Council acceptance. This project is subject to the current municipal code “21.03.100 - Connection to Electrical System” effective on April 12, 2016.

Fire Code Services:

11. Fire Code – The Building and Fire Code Services Department has reviewed the project and finds no concerns that should prevent the approval of this project.

Landscaping/Urban Forestry:

12. Landscaping – This plat is compliant for Tree Preservation. If impacts occur within dedicated Tree Preservation Areas, such as cutting, indiscriminate clearing of understory vegetation, compaction, or similar, additional areas will be required to be dedicated toward Tree Preservation Area and may require replatting.

Time Frame

N/A

Issue

Approval of the Preliminary Plat is necessary for the applicant to proceed with development.

Recommendations

Planning Commission considered this item on August 04, 2026, and unanimously recommended approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. Notices of the proposed item as well as the date, time and location of the Edmond Planning Commission meeting and the City Council meeting were mailed to surrounding property owners within a minimum of 300 feet of the subject property.

Attachments

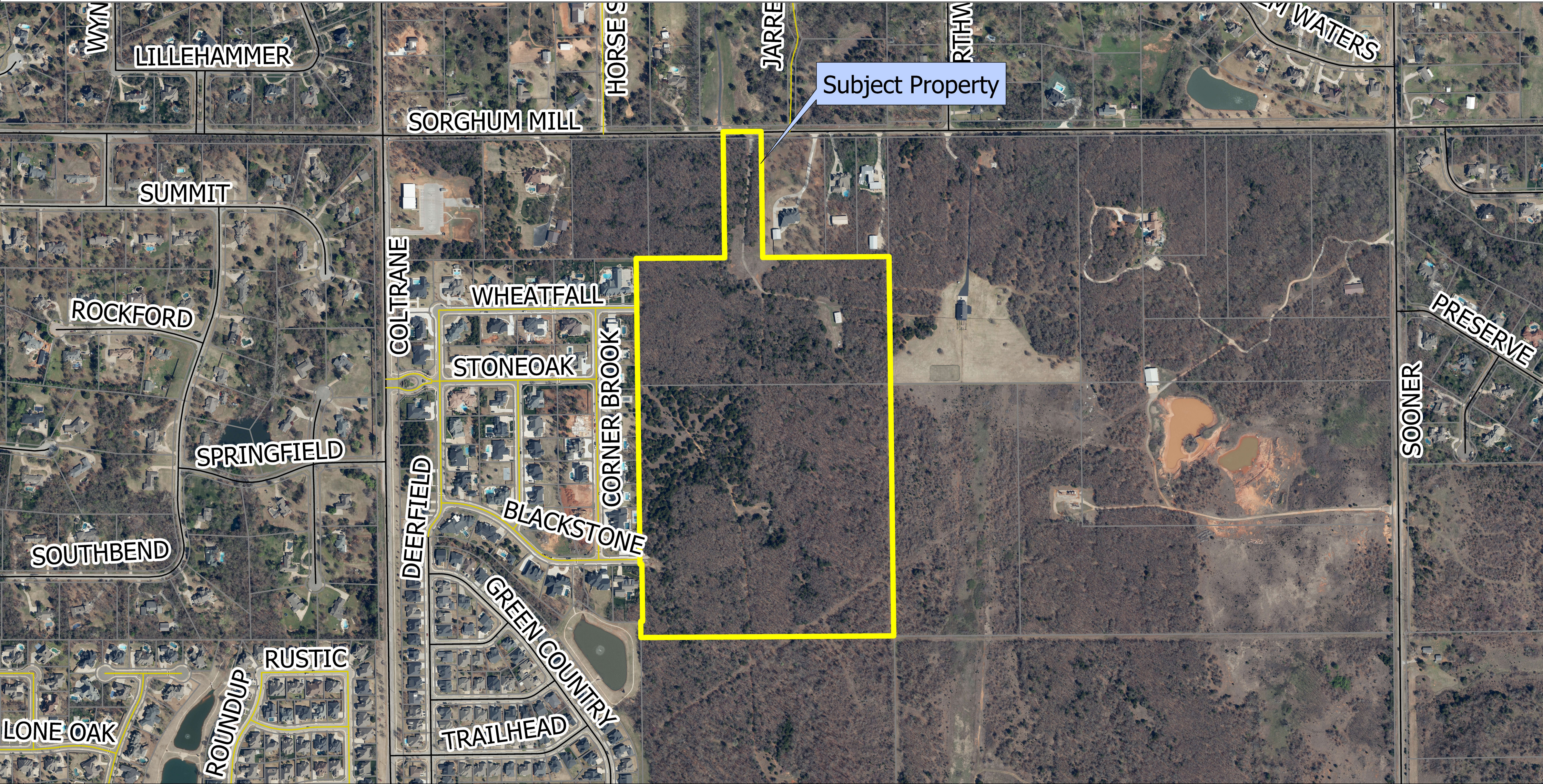
Attachments

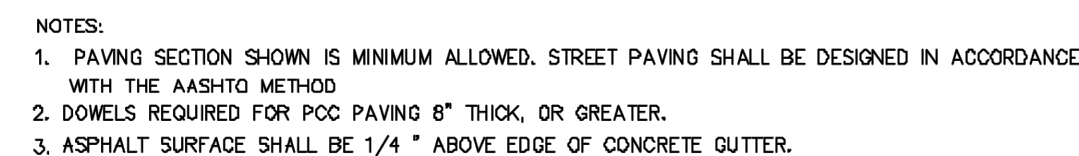
Location Map

PR26-00001 Black Oak II Preliminary Plat



Disclaimer
The City of Edmond disclaims any warranty or merchantability, or warranty for fitness or use for a particular purpose, expressed or implied, with respect to this data. Furthermore, the City of Edmond disclaims any responsibility for the accuracy or completeness of this data.





City Council / Public Works Authority**5. B.****Meeting Date:** 09/14/2026**Submitted For:** Ken Bryan, Director, Planning

Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4790

Submitted By: Mary Ann Blakely, Administrative Technician, Planning**Ward:** 3**City Council Strategic Plan:** N/A

Item

Case No. U26-00007; Public Hearing and Consideration of Approval of a Specific Use Permit for Home Spa Massage, Located at 151 E 33rd Street, Suite 103. (Zhang; Ward 3)

Background

The applicant is requesting approval of a Specific Use Permit for a massage business that currently exists at this location.

Compliance with Ordinance: The Edmond City Council recently established requirements that massage therapy businesses meet certain conditions and obtain a Specific Use Permit (Ordinance No. 4086 approved May 26, 2026). The business listed above has demonstrated compliance with the applicable city ordinance, including providing evidence that the therapist(s) hold the applicable license from the State Board of Cosmetology and Barbering and that the façade requirements are met.

Time Frame

N/A

Issue

Approval of the Specific Use Permit will allow the certain use as described in the zoning ordinance at the referenced location.

Recommendations

The Edmond Planning Commission heard this item on August 04, 2026, and unanimously recommended approval. Staff recommends approval of the application for U26-00007. Staff recommendations are based on a technical evaluation of the information provided at the time of review. Staff recommendations are advisory only and do not constitute Planning Commission or City Council decisions.

Action Needed

Motion to Approve.

Public Notification

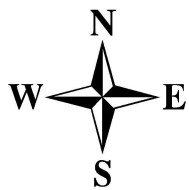
Posted Agenda. Notices of the proposed item as well as the date, time, and location of the Planning Commission meeting and the City Council meeting were mailed to surrounding property owners within a minimum of 300 feet of the subject property, posted on the subject property, and published in The Oklahoman.

Attachments

Attachments

Location Map

U26-00007 Home Spa Massage



Disclaimer
The City of Edmond disclaims any warranty or merchantability or warranty for fitness or use for a particular purpose, expressed or implied, with respect to this data. Furthermore, the City of Edmond disclaims any responsibility for the accuracy or completeness of this data.





FOOT
SHOULDER
NECK

OPEN

Home Spa
Massage
(405) 591-1867

PARKING
ON BACK
AVAILABLE

Esta sucursal se protege por:
• Vigilancia de video • Caja fuerte con retraso de
tiempo de 10 minutos • Alarmas ADT contra robo

Certificate of Completion

This certificate is awarded to

Yiqiong Zhang, LMT

in recognition of successfully completing and passing all examinations of the Home Study Medical Massage Course

MEDICAL MASSAGE

FOR

POSTGRADUATE TRAINING IN THE EQUIVALENT OF 27 CEUS

DECEMBER 14, 2022

SPONSORED BY

DR. BRYAN K. HAWLEY D.C.

**Bryan
DC**

Bryan K. F



FOLD TO BACK

REMOVE AT RENEWAL TIME

FOLD TO BACK

LICENSE RENEWAL APPLICATION- DETATCH ONLY FOR RENEWAL. THIS IS THE ONLY NOTICE YOU WILL RECEIVE!

City Council / Public Works Authority**5. C.****Meeting Date:** 09/14/2026**Submitted For:** Ken Bryan, Director, Planning

Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4790

Submitted By: Mary Ann Blakely, Administrative Technician, Planning**Ward:** 3**City Council Strategic Plan:** N/A

Item

Case No. U26-00008; Public Hearing and Consideration of Approval of a Specific Use Permit for Bella Strada, Located at 3224 S. Broadway #100. (Jones; Ward 3)

Background

The applicant is requesting approval of a Specific Use Permit for a massage business that currently exists at this location.

Compliance with Ordinance: The Edmond City Council recently established requirements that massage therapy businesses meet certain conditions and obtain a Specific Use Permit (Ordinance No. 4086 approved May 26, 2026). The business listed above has demonstrated compliance with the applicable city ordinance, including providing evidence that the therapist(s) hold the applicable license from the State Board of Cosmetology and Barbering and that the façade requirements are met.

Time Frame

N/A

Issue

Approval of the Specific Use Permit will allow the certain use as described in the zoning ordinance at the referenced location.

Recommendations

Planning Commission heard this item on September 14, 2026 and unanimously recommended approval. Staff recommends approval of the application for U26-00008. Staff recommendations are based on a technical evaluation of the information provided at the time of review. Staff recommendations are advisory only and do not constitute Planning Commission or City Council decisions.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. Notices of the proposed item as well as the date, time, and location of the Planning Commission meeting and the City Council meeting were mailed to surrounding property owners within a minimum of 300 feet of the subject property, posted on the subject property, and published in The Oklahoman.

Attachments

Attachments

Attachments

Location Map

U26-00008 Bella Strada



Disclaimer
The City of Edmond disclaims any warranty or merchantability or warranty for fitness or use for a particular purpose, expressed or implied, with respect to this data. Furthermore, the City of Edmond disclaims any responsibility for the accuracy or completeness of this data.



Subject Property

BROADWAY
BROADWAY
BROADWAY

30TH

ELWOOD

MYRA

CLAY

32ND

BOULEVARD

33RD

33RD

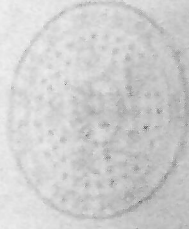
WYNN

EDMOND CROSSING

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING

PO BOX 20000, OKLAHOMA CITY, OK 73150-0000, OKLAHOMA 73102-0000

THE BOARD OF COSMETOLOGY & BARBERING HAS ADOPTED THE FOLLOWING RULES AND REGULATIONS, AND IT IS THE DUTY OF ALL LICENSEES TO COMPLY WITH THEM.



Massage Therapy
License

Amanda McDermott

M. Casebolt

Expiration Date

June 30, 2027

File/License #:

172614

Interim Executive Director

RECEIVED JUNE 14, 2017

USE THIS
IDENTIFICATION CARD
WHEN CONDUCTING
BUSINESS

Expiration Date
May 31, 2027

OKLAHOMA STATE BOARD OF
COSMETOLOGY AND BARBERING

198828

Benjamin Connell

LICENSE CARD

Melba Casebolt
Interim Executive Director

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING

2401 NW 23RD ST SUITE 74 | OKLAHOMA CITY, OK 73107-2453 | 405-521-2441 | OKLAHOMA.GOV/COSMO

THE PERSON, FIRMS, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS COMPLIED WITH
THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND REGULATIONS, AND IS HEREBY
AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW



Massage Therapy
License

Benjamin Connell

File/License #: *Melba Casebolt*

Expiration Date 198828 Interim Executive Director

May 31, 2027

KEEP LICENSE POSTED

FOLD TO BACK

REMOVE AT RENEWAL TIME

FOLD TO BACK

LICENSE RENEWAL APPLICATION- DETATCH ONLY FOR RENEWAL. THIS IS THE ONLY NOTICE YOU WILL RECEIVE!

YOUR LICENSE IS ASSESSED TWO MONTHS AFTER EXPIRATION DATE
 ALL CHECKS ARE NOT ACCEPTED. SUBMIT MONEY ORDERS OR CASHIERS CHECK
 IF YOUR NAME HAS CHANGED, LEGAL DOCUMENTATION IS REQUIRED
 Immigrants must file Affidavit Verifying Lawful Presence (Form 399)

Additional Documentation is required.

City	State	Zip	Home Phone
UNACCEPTABLE			
Cosmetologist, Barber, Cosmetician, Manicurist, Facialist, Advanced Operator \$40			
Master Cosmetology Instructor \$65			
Master Barber Instructor \$65			
Manicurist Instructor \$45			
Demonstrator \$20			
Establishment and Cosmetic Studio \$45			
Duplicate License \$10			

 Licensee Signature

RENEWAL

USE THIS
IDENTIFICATION CARD
WHEN CONDUCTING
BUSINESS

Expiration Date
August 31, 2027

OKLAHOMA STATE BOARD OF
COSMETOLOGY AND BARBERING

208568

Courtney Rasbach

Mimi Casebolt
Interim Executive Director

LICENSE CARD

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING

2401 NW 23RD ST SUITE 74 | OKLAHOMA CITY, OK 73107-2453 | 405-521-2441 | OKLAHOMA.GOV/COSMO

THE PERSON, FIRMS, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS COMPLIED WITH THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND REGULATIONS, AND IS HEREBY AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW



Courtney Rasbach

File/License #: 208568

Expiration Date
August 31, 2027

Massage Therapy
License

Mimi Casebolt
Interim Executive Director

KEEP LICENSE POSTED

FOLD TO BACK

REMOVE AT RENEWAL TIME

FOLD TO BACK

LICENSE RENEWAL APPLICATION- DETATCH ONLY FOR RENEWAL. THIS IS THE ONLY NOTICE YOU WILL RECEIVE!

COSMETOLOGY AND BARBERING BOARD

2401 NW 23RD ST SUITE 74
OKLAHOMA CITY, OK 73107-2453
405-521-2441 OKLAHOMA.GOV/COSMO

PENALTY OF \$10 PER LICENSE IS ASSESSED TWO MONTHS AFTER EXPIRATION DATE

- PERSONAL CHECKS ARE NOT ACCEPTED. SUBMIT MONEY ORDERS OR CASHIERS CHECK
- If your name has changed, LEGAL DOCUMENTATION IS REQUIRED
- Non-citizens must file Affidavit Verifying Lawful Presence (Form 399)

Have you been convicted of a felony within the past year ☐ YES ☐ NO

☐ Check box if you are on State or Federal assistance or at 140% or less of poverty level. Documentation is required.

Home Address Street/Apt. City State Zip Home Phone

RESIDENCE ADDRESS IS REQUIRED BY LAW. (§59-199.3-B-3) PO BOX IS ACCEPTABLE

Cosmetologist, Barber, Cosmetician, Manicurist, Facialist, Advanced Operator \$40

Master Cosmetology Instructor \$65
Master Barber Instructor \$65
Manicurist Instructor \$45
Demonstrator \$20
Establishment and Cosmetic Studio \$45
Dulicate License \$10

Email _____

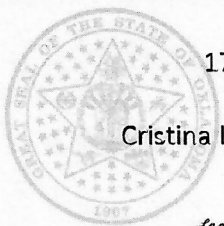
DETACH ONLY FOR RENEWAL

Licensee Signature _____

USE THIS
IDENTIFICATION CARD
WHEN CONDUCTING
BUSINESS

Expiration Date
February 28, 2027

OKLAHOMA STATE BOARD OF
COSMETOLOGY AND BARBERING



173639

Cristina Lainez

Leah Longest
Chair of Board

LICENSE CARD

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING

2401 NW 23RD ST SUITE 74 | OKLAHOMA CITY, OK 73107-2453 | 405-521-2441 | OKLAHOMA.GOV/COSMO

THE PERSON, FIRMS, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS
COMPLIED WITH THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND
REGULATIONS, AND IS HEREBY AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW





Cristina Lainez

File/License #: 173639

Expiration Date
February 28, 2027

KEEP LICENSE POSTED

Massage Therapy
License

Leah Longest
Chair of Board

FOLD TO BACK

REMOVE AT RENEWAL TIME

FOLD TO BACK

LICENSE RENEWAL APPLICATION- DETATCH ONLY FOR RENEWAL. THIS IS THE ONLY NOTICE YOU WILL RECEIVE!

COSMETOLOGY AND BARBERING BOARD

2401 NW 23RD ST SUITE 74
OKLAHOMA CITY, OK 73107-2453
405-521-2441 OKLAHOMA.GOV/COSMO

PENALTY OF \$10 PER LICENSE IS ASSESSED TWO MONTHS AFTER EXPIRATION DATE

- PERSONAL CHECKS ARE NOT ACCEPTED. SUBMIT MONEY ORDERS OR CAHSIERS CHECK
- If your name has changed, LEGAL DOCUMENTATION IS REQUIRED
- Non-citizens must file Affidavit Verifying Lawful Presence (Form 399)

Have you been convicted of a felony within the past year ☐ YES ☐ NO

☐ Check box if you are on State or Federal assistance or at 140% or less of poverty level. Documentation is required.

Home Address Street/Apt. City State Zip Home Phone

RESIDENCE ADDRESS IS REQUIRED BY LAW. (\$59-199.3-B-3) PO BOX IS ACCEPTABLE

Cosmetologist, Barber, Cosmetician, Manicurist, Facialist,
Advanced Operator \$40

Master Cosmetology Instructor \$65

Master Barber Instructor \$65

Manicurist Instructor \$45

Demonstrator \$20

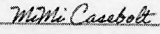
Establishment and Cosmetic Studio \$45

Duplicate License \$10

Email

Licensee Signature

DETACH ONLY FOR RENEWAL

USE THIS IDENTIFICATION CARD WHEN CONDUCTING BUSINESS	OKLAHOMA STATE BOARD OF COSMETOLOGY AND BARBERING
	190218 Desiray Andrade  Interim Executive Director
Expiration Date August 31, 2027	LICENSE CARD

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING	
2401 NW 23RD ST SUITE 74 OKLAHOMA CITY, OK 73107-2453 405-521-2441 OKLAHOMA.GOV/COSMO	
THE PERSON, FIRMS, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS COMPLIED WITH THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND REGULATIONS, AND IS HEREBY AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW	
	Desiray Andrade
Expiration Date	190218
August 31, 2027	Interim Executive Director
KEEP LICENSE POSTED	

FOLD TO BACK REMOVE AT RENEWAL TIME FOLD TO BACK
LICENSE RENEWAL APPLICATION- DETATCH ONLY FOR RENEWAL. THIS IS THE ONLY NOTICE YOU WILL RECEIVE!

COSMETOLOGY AND BARBERING BOARD

2401 NW 23RD ST SUITE 74
OKLAHOMA CITY, OK 73107-2453
405-521-2441 OKLAHOMA.GOV/COSMO

PENALTY OF \$10 PER LICENSE IS ASSESSED TWO MONTHS AFTER EXPIRATION DATE

- PERSONAL CHECKS ARE NOT ACCEPTED. SUBMIT MONEY ORDERS OR CASHIERS CHECK
- If your name has changed, LEGAL DOCUMENTATION IS REQUIRED
- Non-citizens must file Affidavit Verifying Lawful Presence (Form 399)

Have you been convicted of a felony within the past year ☐ YES ☐ NO

☐ Check box if you are on State or Federal assistance or at 140% or less of poverty level. Documentation is required.

Home Address	Street/Apt.	City	State	Zip	Home Phone
RESIDENCE ADDRESS IS REQUIRED BY LAW. (\$59-199.3-B-3) PO BOX IS ACCEPTABLE					

Cosmetologist, Barber, Cosmetician, Manicurist, Facialist, Advanced Operator \$40

Master Cosmetology Instructor \$65

Master Barber Instructor \$65

Manicurist Instructor \$45

Demonstrator \$20

Establishment and Cosmetic Studio \$45

Dulicate License \$10

ail

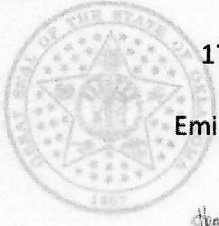
Licensee Signature

DETACH ONLY FOR RENEWAL

USE THIS
IDENTIFICATION CARD
WHEN CONDUCTING
BUSINESS

Expiration Date
February 28, 2027

OKLAHOMA STATE BOARD OF
COSMETOLOGY AND BARBERING



173177

Emily Sills

Heather Sinclair
Chair of Board

LICENSE CARD

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING

2401 NW 23RD ST SUITE 74 | OKLAHOMA CITY, OK 73107-2453 | 405-521-2441 | OKLAHOMA.GOV/COSMO

THE PERSON, FIRMS, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS COMPLIED WITH
THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND REGULATIONS, AND IS HEREBY
AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW



Emily Sills

File/License #: 173177

Expiration Date
February 28, 2027

Massage Therapy
License

Heather Sinclair
Chair of Board

KEEP LICENSE POSTED

FOLD TO BACK

REMOVE AT RENEWAL TIME

FOLD TO BACK

LICENSE RENEWAL APPLICATION- DETATCH ONLY FOR RENEWAL. THIS IS THE ONLY NOTICE YOU WILL RECEIVE!

COSMETOLOGY AND BARBERING BOARD

2401 NW 23RD ST SUITE 74
OKLAHOMA CITY, OK 73107-2453
405-521-2441 OKLAHOMA.GOV/COSMO

PENALTY OF \$10 PER LICENSE IS ASSESSED TWO MONTHS AFTER EXPIRATION DATE

- PERSONAL CHECKS ARE NOT ACCEPTED. SUBMIT MONEY ORDERS OR CASHIERS CHECK
- If your name has changed, LEGAL DOCUMENTATION IS REQUIRED
- Non-citizens must file Affidavit Verifying Lawful Presence (Form 399)

Have you been convicted of a felony within the past year ☐ YES ☐ NO

☐ Check box if you are on State or Federal assistance or at 140% or less of poverty level. Documentation is required.

Home Address	Street/Apt.	City	State	Zip	Home Phone
--------------	-------------	------	-------	-----	------------

RESIDENCE ADDRESS IS REQUIRED BY LAW. (\$59-199.3-B-3) PO BOX IS ACCEPTABLE

Cosmetologist, Barber, Cosmetician, Manicurist, Facialist, Advanced Operator \$40

Master Cosmetology Instructor \$65

Master Barber Instructor \$65

Manicurist Instructor \$45

Demonstrator \$20

Establishment and Cosmetic Studio \$45

Duplicate License \$10

Licensee Signature

DETACH ONLY FOR RENEWAL

DISPLAY THIS LICENSE PROMINENTLY

Oklahoma State Board of Cosmetology and Barberin and Advisory Board on Massage Therapy

2401 NW 23RD ST SUITE 84 • OKLAHOMA CITY OK 73107-2453 • 405.521.2441 • www.cosmo.ok.gov

ATTACH

CURRENT

FULL-FACE

PHOTOGRAPH

The person whose name appears on this license has complied with the provisions of
the Oklahoma Statutes and/or Rules and Regulations,
and is hereby authorized to engage in the activity as listed below.



FILE NO: 173766

MASSAGE THERAPIST

• KAREN I DENTON

119810

EXPIRES: 09/30/26

KEEP LICENSE POSTED

M. Carter

FOLD TO BACK

REMOVE AT RENEWAL TIME

FOLD TO BACK

OKLAHOMA STATE BOARD OF
COSMETOLOGY AND BARBERING

USE THIS
IDENTIFICATION CARD
WHEN CONDUCTING
BUSINESS

300171

Lauren Marx

Expiration Date
October 31, 2026

Heather Sinclair
Chair of Board

LICENSE CARD

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING

2401 NW 23RD ST SUITE 74 | OKLAHOMA CITY, OK 73107-2453 | 405-521-2441 | OKLAHOMA.GOV/COSMO

THE PERSON, FIRMS, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS COMPLIED WITH
THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND REGULATIONS, AND IS HEREBY
AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW



Massage Therapy
License

Lauren Marx

Heather Sinclair

File/License #:

Chair of Board

300171

Expiration Date
October 31, 2026

KEEP LICENSE POSTED

USE THIS
IDENTIFICATION CARD
WHEN CONDUCTING
BUSINESS

Expiration Date
March 31, 2028

**OKLAHOMA STATE BOARD OF
COSMETOLOGY AND BARBERING**

201542

Mariana Vaz

LICENSE CARD

Mimi Casbolt
Interim Executive Director

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING

2401 NW 23RD ST SUITE 74 | OKLAHOMA CITY, OK 73107-2453 | 405-521-2441 | OKLAHOMA.GOV/COSMO

THE PERSON, FIRMS, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS COMPLIED WITH
THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND REGULATIONS, AND IS HEREBY
AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW



Massage Therapy
License

Mariana Vaz

File/License #: *Mimi Casbolt*

201542

Interim Executive Director

Expiration Date
March 31, 2028

KEEP LICENSE POSTED

FOLD TO BACK

REMOVE AT RENEWAL TIME

FOLD TO BACK

COSMETOLOGY AND BARBERING BOARD

2401 NW 23RD ST SUITE 74
OKLAHOMA CITY, OK 73107-2453
405-521-2441 OKLAHOMA.GOV/COSMO

PENALTY OF \$10 PER LICENSE IS ASSESSED TWO MONTHS AFTER EXPIRATION DATE

- PERSONAL CHECKS ARE NOT ACCEPTED. SUBMIT MONEY ORDERS OR CASHIERS CHECK
- If your name has changed, LEGAL DOCUMENTATION IS REQUIRED
- Non-citizens must file Affidavit Verifying Lawful Presence (Form 399)

Have you been convicted of a felony within the past year ☐ YES ☐ NO

☐ Check box if you are on State or Federal assistance or at 140% or less of poverty level. Documentation is required.

Home Address Street/Apt.

City

State

Zip

Home Phone

RESIDENCE ADDRESS IS REQUIRED BY LAW. (\$59-199.3-B-3) PO BOX IS ACCEPTABLE

Cosmetologist, Barber, Cosmetician, Manicurist, Facialist, Advanced
Operator \$40

Master Cosmetology Instructor \$65

Master Barber Instructor \$65

Manicurist Instructor \$45

Demonstrator \$20

Establishment and Cosmetic Studio \$45

Duplicate License \$10

Email

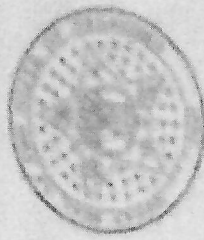
Licensee Signature

DETACH ONLY FOR RENEWAL

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING

2401 NW 23RD ST SUITE 74 | OKLAHOMA CITY, OK 73107-2453 | 405 521 2441 | OKLAHOMA.GOV/COSMO

THE PERSON, FIRMS, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS COMPLIED WITH
THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND REGULATIONS, AND IS HEREBY
AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW



Massage Therapy
License

Sandra Taylor

Wm. Casbolt

Interim Executive Director

File/License #:

154073

Expiration Date

May 31, 2027

KEEP LICENSE POSTED

REMOVE AT RENEWAL TIME

REMOVE AT RENEWAL TIME

FOLD TO BACK

OLD TO BACK

← file_203636.pdf



USE THIS
IDENTIFICATION CARD
WHEN CONDUCTING
BUSINESS

Expiration Date
May 31, 2026

OKLAHOMA STATE BOARD OF
COSMETOLOGY AND BARBERING

203636

Storm Rendahl

Leah Longest
Chair of Board

LICENSE CARD

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING

2401 NW 23RD ST SUITE 74 | OKLAHOMA CITY, OK 73107-2453 | 405-521-2441 | OKLAHOMA.GOV/COSMO

THE PERSON, FIRM, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS
COMPLIED WITH THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND
REGULATIONS, AND IS HEREBY AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW

Storm Rendahl

File/License #: 203636

Expiration Date
May 31, 2026

Massage Therapy
License

Leah Longest
Chair of Board

KEEP LICENSE POSTED

FOLD TO BACK

REMOVE AT RENEWAL TIME

FOLD TO BACK

LICENSE RENEWAL APPLICATION- DETATCH ONLY FOR RENEWAL. THIS IS THE ONLY NOTICE YOU WILL RECEIVE!

COSMETOLOGY AND BARBERING BOARD

101 NW 23RD ST SUITE 74
OKLAHOMA CITY, OK 73107-2453
405-521-2441 OKLAHOMA.GOV/COSMO

PENALTY OF \$10 PER LICENSE IS ASSESSED TWO MONTHS AFTER EXPIRATION DATE

- PERSONAL CHECKS ARE NOT ACCEPTED. SUBMIT MONEY ORDERS OR CASHIERS CHECKS
- If your name has changed, LEGAL DOCUMENTATION IS REQUIRED
- Non-citizens must file Affidavit Verifying Lawful Presence (Form 399)

Have you been convicted of a felony within the past year? ☐ YES ☐ NO

Check box if you are on State or Federal assistance or at 140% or less of poverty level. Documentation is required.

Home Address Street/Apt.

City

State

Zip

Home Phone

STREET ADDRESS IS REQUIRED BY LAW. (§59-199.3-B-3) PO BOX IS ACCEPTABLE

Cosmetologist, Barber, Cosmetician, Manicurist, Facialist,
Advanced Operator \$40

Master Cosmetology Instructor \$65

Master Barber Instructor \$65

Manicurist Instructor \$45

Demonstrator \$20

Establishment and Cosmetic Studio \$45

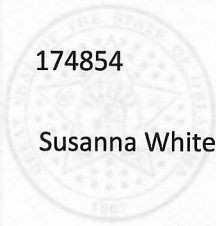
Duplicate License \$10

II

Licenses

DETACH ONLY FOR RENEWAL



USE THIS IDENTIFICATION CARD WHEN CONDUCTING BUSINESS	OKLAHOMA STATE BOARD OF COSMETOLOGY AND BARBERING
Expiration Date November 30, 2027	174854 Susanna White  <i>Mimi Casebolt</i> Interim Executive Director

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING	
2401 NW 23RD ST SUITE 74 OKLAHOMA CITY, OK 73107-2453 405-521-2441 OKLAHOMA.GOV/COSMO	
THE PERSON, FIRMS, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS COMPLIED WITH THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND REGULATIONS, AND IS HEREBY AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW	
	Susanna White
Expiration Date November 30, 2027	File/License #: 174854
	Massage Therapy License <i>Mimi Casebolt</i> Interim Executive Director
KEEP LICENSE POSTED	

FOLD TO BACK

REMOVE AT RENEWAL TIME

FOLD TO BACK

LICENSE RENEWAL APPLICATION- DETATCH ONLY FOR RENEWAL. THIS IS THE ONLY NOTICE YOU WILL RECEIVE!

COSMETOLOGY AND BARBERING BOARD

2401 NW 23RD ST SUITE 74
OKLAHOMA CITY, OK 73107-2453
405-521-2441 OKLAHOMA.GOV/COSMO

PENALTY OF \$10 PER LICENSE IS ASSESSED TWO MONTHS AFTER EXPIRATION DATE

- PERSONAL CHECKS ARE NOT ACCEPTED. SUBMIT MONEY ORDERS OR CASHIERS CHECK
- If your name has changed, LEGAL DOCUMENTATION IS REQUIRED
- Non-citizens must file Affidavit Verifying Lawful Presence (Form 399)

Have you been convicted of a felony within the past year ☐ YES ☐ NO☐ Check box if you are on State or Federal assistance or at 140% or less of poverty level. Documentation is required.

Home Address	Street/Apt.	City	State	Zip	Home Phone
RESIDENCE ADDRESS IS REQUIRED BY LAW. (\$59-199.3-B-3) PO BOX IS ACCEPTABLE					

Cosmetologist, Barber, Cosmetician, Manicurist, Facialist, Advanced Operator \$40

Master Cosmetology Instructor \$65

Master Barber Instructor \$65

Manicurist Instructor \$45

Demonstrator \$20

Establishment and Cosmetic Studio \$45

Duplicate License \$10

Email

Licensee Signature

DETACH ONLY FOR RENEWAL

USE THIS
IDENTIFICATION CARD
WHEN CONDUCTING
BUSINESS

Expiration Date
April 30, 2026

OKLAHOMA STATE BOARD OF
COSMETOLOGY AND BARBERING



203772

tanner strunk

Leah Longest
Chair of Board

LICENSE CARD

OKLAHOMA STATE BOARD OF COSMETOLOGY & BARBERING

2401 NW 23RD ST SUITE 74 | OKLAHOMA CITY, OK 73107-2453 | 405-521-2441 | OKLAHOMA.GOV/COSMO

THE PERSON, FIRMS, OR CORPORATION WHOSE NAME APPEARS ON THIS LICENSE HAS
COMPLIED WITH THE PROVISIONS OF THE OKLAHOMA STATUTES AND OR RULES AND
REGULATIONS, AND IS HEREBY AUTHORIZED TO ENGAGE IN THE ACTIVITY LISTED BELOW



tanner strunk

File/License #: 203772

Expiration Date
April 30, 2026

Massage Therapy
License

Leah Longest
Chair of Board

KEEP LICENSE POSTED

FOLD TO BACK REMOVE AT RENEWAL TIME FOLD TO BACK
LICENSE RENEWAL APPLICATION- DETATCH ONLY FOR RENEWAL. THIS IS THE ONLY NOTICE YOU WILL RECEIVE!

COSMETOLOGY AND BARBERING BOARD

2401 NW 23RD ST SUITE 74
OKLAHOMA CITY, OK 73107-2453
405-521-2441 OKLAHOMA.GOV/COSMO

PENALTY OF \$10 PER LICENSE IS ASSESSED TWO MONTHS AFTER EXPIRATION DATE

- PERSONAL CHECKS ARE NOT ACCEPTED. SUBMIT MONEY ORDERS OR CASHIERS CHECK
- If your name has changed, LEGAL DOCUMENTATION IS REQUIRED
- Non-citizens must file Affidavit Verifying Lawful Presence (Form 399)

Have you been convicted of a felony within the past year ☐ YES ☐ NO

☐ Check box if you are on State or Federal assistance or at 140% or less of poverty level. Documentation is required.

Home Address Street/Apt.	City	State	Zip	Home Phone
RESIDENCE ADDRESS IS REQUIRED BY LAW. (§59-199.3-B-3) PO BOX IS ACCEPTABLE				

*Cosmetologist, Barber, Cosmetician, Manicurist, Facialist,
Advanced Operator \$40*

Master Cosmetology Instructor \$65

Master Barber Instructor \$65

Manicurist Instructor \$45

Demonstrator \$20

Establishment and Cosmetic Studio \$45

Duplicate License \$10

Email _____

Licensee Signature

DETACH ONLY FOR RENEWAL

City Council / Public Works Authority

5. D.

Meeting Date: 09/14/2026

Submitted For: Ken Bryan, Director, Planning

Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4790

Submitted By: Mary Ann Blakely, Administrative Technician, Planning

Ward: 1

City Council Strategic Plan: N/A

Item

Case No. SP25-00014 and U25-00001; Public Hearing and Consideration of Approval for a Site Plan and Specific Use Permit for Children of America Daycare Center, Located on the South Side of Coffee Creek Road, East of Kelly Avenue. (First Services Companies, LLC; Ward 1)

Background

1. Purpose of Application: The applicant is requesting approval of a site plan and specific use permit application for the Children of America Daycare Center. The proposed building is 11,000 square feet and the site contains a 5,100 square foot playground/outdoor area.
2. Location: The subject property is located on the south side of Coffee Creek Road, east of Kelly Avenue, and to the west of the Wildmeadow at Coffee Creek addition.
3. Existing zoning: The site is zoned [PUD Z20-00003](#) The Heritage at Coffee Creek Planned Unit Development. The subject property is part of the District One Mixed Use Towncenter of the PUD which allows for “D-1” Restricted Retail Commercial uses. Per 22.4.13(B), a specific use permit is required for a childcare center in “D-1” zoning.
4. Plat: The subject property will be platted before a certificate of occupancy of the building can be issued.
5. Setbacks: All building setbacks are compliant with the PUD design statement.
6. Height of buildings: The proposed building is 26 feet at the highest point.
7. Parking: The site contains approximately 33 parking spaces. Bicycle parking has also been provided.

8. Lot size: 92,071 square feet/2.114 acres.
9. Lighting Plan: The site will be compliant with pole lighting height and footcandle requirements at the property line.
10. Signage: All signage will be reviewed and permitted separately.
11. General architectural appearance: The building will be brick, stone, EIFS, and metal accents.
12. Sensitive borders: N/A
13. Mechanical equipment screening: All mechanical equipment will be screened per code.
14. Fencing/screening: A six-foot black aluminum fence will be placed around the playground area.

Engineering Department:

15. Access: The proposed development will be accessed by two driveways coming from West Coffee Creek Road. The applicant will be widening Coffee Creek Road along the site's frontage.
16. Water & Wastewater: A public 24-inch water main located along the south side of West Coffee Creek Road will have a 6-inch water line tapped into the main to serve the proposed development. A public 12-inch sanitary sewer line located through the middle of the site west to east will serve the proposed development.
17. Drainage: Stormwater detention shall be provided in a shared pond southwest of the proposed development and shall be in compliance with Title 23.

Building and Safety:

18. Applicable Building Code, Fire Code: The Building Department has reviewed the project and finds no concerns that should prevent site plan approval.

Landscaping/Urban Forestry:

19. Landscaping: The site will be compliant.

Solid Waste:

20. Solid Waste: The site will be compliant.

Edmond Electric:

21. Electric: The submitted Site/Utility Plan reflects an electric distribution layout that is generally consistent with the Electric Department's current requirements for equipment access, clearances, and utility placement. Although conduit and conductor routing is not depicted, it is understood that the primary electric service will generally follow the centerline of the proposed 10-foot-wide electric easement, beginning at the north side of Coffee Creek Road and extending to the main service transformer location.

Following a phone conversation with Sam Hemani on July 8, 2026, it was confirmed that the main service transformer will be relocated to the southwest so that it is fully within the proposed electric easement and centered on the property line. This revision resolves the identified conflicts between the transformer location and the Landscape Site Plan and Lighting Plan while maintaining the required access and clearance for Electric Department facilities.

Final design and construction shall comply with all applicable Electric Department standards, specifications, and commercial service requirements.

Time Frame

N/A

Issue

Approval of the Site Plan and Specific Use Permit is necessary for the applicant to proceed with development and will allow the certain use as described in the zoning ordinance at the referenced location.

Recommendations

Planning Commission heard this item on August 18, 2026 and unanimously recommended approval. Staff recommends approval of the application for SP25-00014 and U25-00001. Staff recommendations are based on a technical evaluation of the information provided at the time of review. Staff recommendations are advisory only and do not constitute Planning Commission or City Council decisions.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. Notices of the proposed item as well as the date, time, and location of the Planning Commission meeting and the City Council meeting were mailed to surrounding property owners within a minimum of 300 feet of the subject property, posted on the subject property, and published in The Oklahoman.

Attachments

Attachments

Location Map

SP25-00014/U25-00001 Children of America Daycare Center SP/SUP



Disclaimer
The City of Edmond disclaims any warranty or merchantability or warranty for fitness or use for a particular purpose, expressed or implied, with respect to this data. Furthermore, the City of Edmond disclaims any responsibility for the accuracy or completeness of this data.



NOTES:

1. ALL DIMENSIONS ARE TO THE FACE OF CURB, FACE OF BUILDING, OR CENTER OF PAINT STRIPE UNLESS OTHERWISE NOTED.
2. ALL RADI NOT LABELED ARE 5 FEET TO THE FACE OF CURB.
3. ALL MATERIAL SHALL BE IN COMPLIANCE AND INSTALLED IN ACCORDANCE 2010 ADA STANDARDS.
4. PAVEMENT STRIPING SHALL BE 4-INCH WIDE AND WHITE IN COLOR.
5. CONTRACTOR SHALL COORDINATE WITH FIRE DEPARTMENT/AUTHORITIES FOR FIRE LANE STRIPING REQUIREMENTS.

NOTES CONTD.:

6. ALL TRAFFIC CONTROL PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO MUTCD STANDARDS.
7. JOINT SPACING FOR CONCRETE PAVEMENT SHALL BE PROVIDED SUCH THAT NO PANEL EXCEEDS THE 125L X 100W RATIO. MAXIMUM PANEL SIZE SHALL BE 10 FEET X 12.5 FEET. JOINTS SHOULD BE CUT AS SOON AS CONCRETE WILL SUPPORT MACHINERY.
8. BAR DITCH ALONG W. COFFEE CREEK ROAD SHALL HAVE A MINIMUM SIDE SLOPE OF 3.5:1 (H:V).

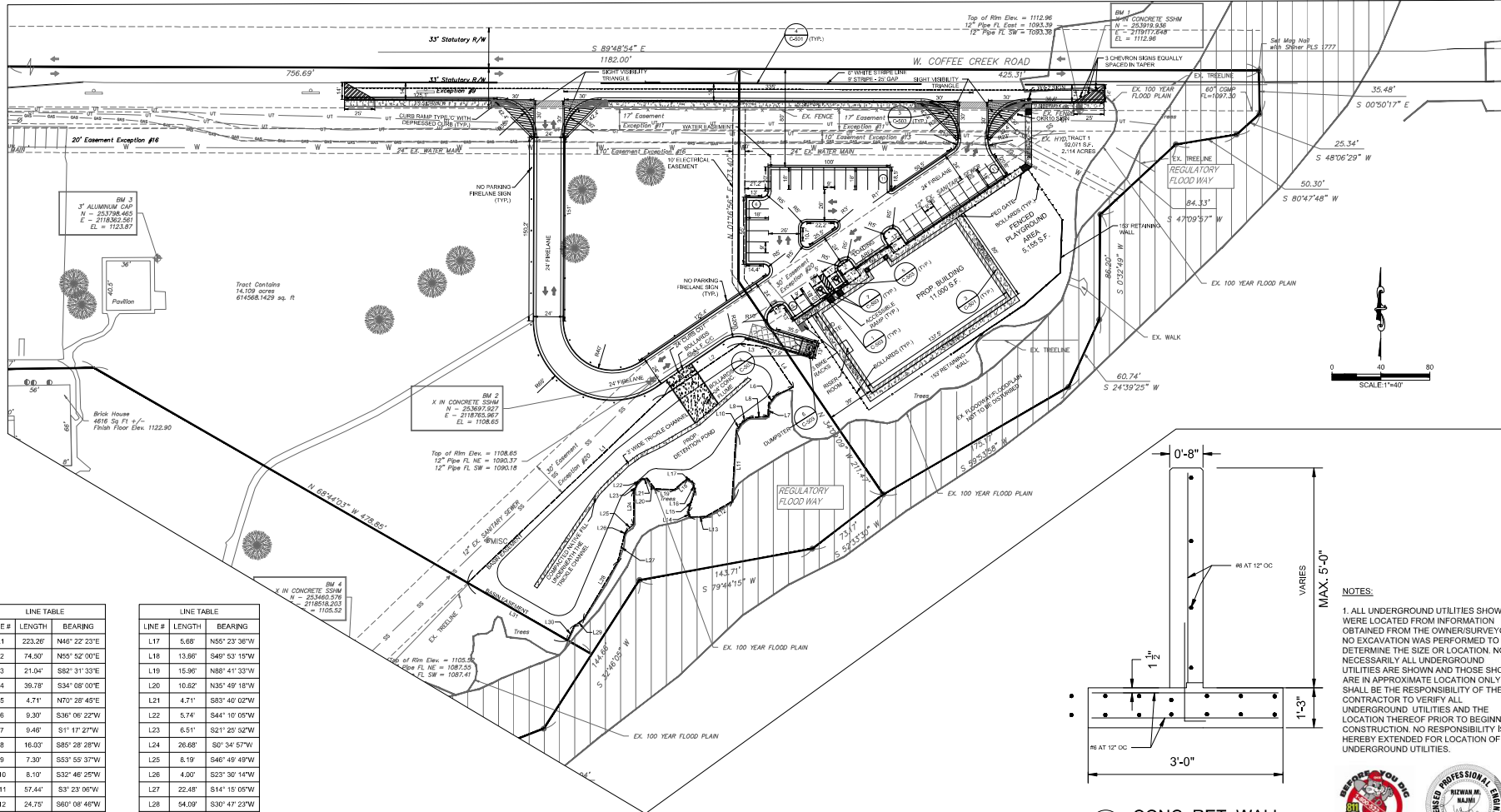
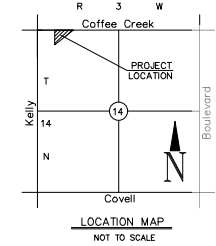
SITE PLAN LEGEND

- SIDEWALK PAVING
- SIGNS
- 6-INCH BOLLARD
- NO PARKING
- FIRELANE SIGN
- OKR10 SIGN
- W4-2 SIGN

PARKING COUNT:

31 SPACES
2 ADA SPACES
33 TOTAL SPACES

BUILDING AREA: 11,000 S.F.



LINE #	LENGTH	BEARING
L1	223.26'	N46° 22' 23"E
L2	74.50'	N56° 52' 00"E
L3	21.04'	S82° 31' 33"E
L4	36.78'	S34° 08' 00"E
L5	4.71'	N70° 28' 45"E
L6	9.30'	S36° 06' 22"W
L7	9.48'	S11° 17' 27"W
L8	16.02'	S85° 28' 28"W
L9	7.30'	S53° 55' 37"W
L10	8.10'	S32° 46' 25"W
L11	57.44'	S3° 23' 06"W
L12	24.75'	S60° 08' 48"W
L13	12.67'	S89° 03' 44"W
L14	4.58'	N19° 40' 20"W
L15	18.20'	N17° 38' 34"E
L16	6.55'	N15° 04' 36"W

LINE #	LENGTH	BEARING
L17	5.68'	N55° 23' 36"W
L18	13.66'	S49° 53' 15"W
L19	15.96'	N88° 41' 33"E
L20	10.82'	N35° 49' 18"W
L21	4.71'	S83° 40' 02"W
L22	5.74'	S44° 10' 05"W
L23	6.51'	S21° 25' 52"W
L24	26.68'	S0° 34' 57"W
L25	8.19'	S46° 49' 49"W
L26	4.00'	S23° 30' 14"W
L27	22.48'	S14° 15' 05"W
L28	54.09'	S30° 47' 23"W
L29	9.68'	S53° 35' 43"W
L30	13.19'	S24° 08' 41"W
L31	94.56'	N60° 03' 24"W

1 SITE PLAN

2 CONC. RET. WALL

REVIEWED BY: CITY ENGINEER DATE: C.O.E. # SP25-00014

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDMOND ENGINEERING DESIGN CRITERIA STANDARD AND SPECIFICATIONS.

NOTES:

1. ALL UNDERGROUND UTILITIES SHOWN WERE LOCATED FROM INFORMATION OBTAINED FROM THE OWNER/SURVEYOR. NO EXCAVATION WAS PERFORMED TO DETERMINE THE SIZE OR LOCATION. NOT NECESSARILY ALL UNDERGROUND UTILITIES ARE SHOWN AND THOSE SHOWN ARE IN APPROXIMATE LOCATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UNDERGROUND UTILITIES AND THE LOCATION THEREOF PRIOR TO BEGINNING CONSTRUCTION. NO RESPONSIBILITY IS HEREBY EXTENDED FOR LOCATION OF UNDERGROUND UTILITIES.



Prepared for
First Services
11901 N. MacArthur Blvd.
Oklahoma City, OK - 73162

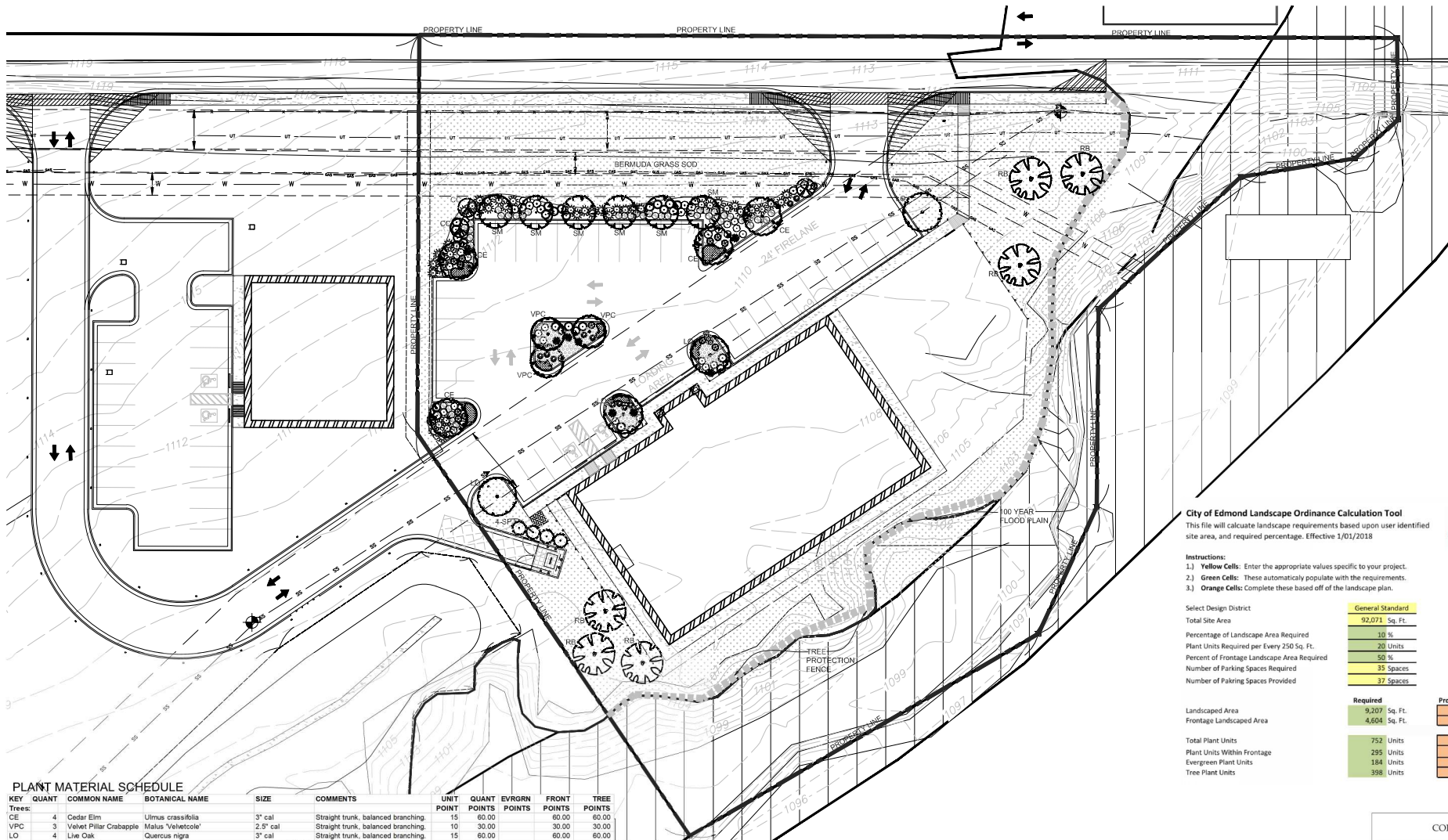
A Portion of the NW1/4 of
Section 14, T14N, R3W, 1M,
Edmond, Oklahoma
SITE PLAN

SHEET
NUMBER
C-102

Nafa Engineering, PLLC
4108 NW 143rd Street
Edmond, Oklahoma 73143
Phone: 405.420.0016
Email: Rhaug@nafaeng.com
Fax: 405.420.0017
P.O. Box 1000
Edmond, OK 73143
©2023 Nafa Engineering, PLLC
09/10/2023



NO.	DATE	DESCRIPTION
1	09/10/2023	ISSUED FOR PERMIT
2	09/10/2023	ISSUED FOR PERMIT
3	09/10/2023	ISSUED FOR PERMIT
4	09/10/2023	ISSUED FOR PERMIT
5	09/10/2023	ISSUED FOR PERMIT
6	09/10/2023	ISSUED FOR PERMIT
7	09/10/2023	ISSUED FOR PERMIT
8	09/10/2023	ISSUED FOR PERMIT
9	09/10/2023	ISSUED FOR PERMIT
10	09/10/2023	ISSUED FOR PERMIT
11	09/10/2023	ISSUED FOR PERMIT
12	09/10/2023	ISSUED FOR PERMIT
13	09/10/2023	ISSUED FOR PERMIT
14	09/10/2023	ISSUED FOR PERMIT
15	09/10/2023	ISSUED FOR PERMIT
16	09/10/2023	ISSUED FOR PERMIT
17	09/10/2023	ISSUED FOR PERMIT
18	09/10/2023	ISSUED FOR PERMIT
19	09/10/2023	ISSUED FOR PERMIT
20	09/10/2023	ISSUED FOR PERMIT
21	09/10/2023	ISSUED FOR PERMIT
22	09/10/2023	ISSUED FOR PERMIT
23	09/10/2023	ISSUED FOR PERMIT
24	09/10/2023	ISSUED FOR PERMIT
25	09/10/2023	ISSUED FOR PERMIT
26	09/10/2023	ISSUED FOR PERMIT
27	09/10/2023	ISSUED FOR PERMIT
28	09/10/2023	ISSUED FOR PERMIT
29	09/10/2023	ISSUED FOR PERMIT
30	09/10/2023	ISSUED FOR PERMIT
31	09/10/2023	ISSUED FOR PERMIT
32	09/10/2023	ISSUED FOR PERMIT
33	09/10/2023	ISSUED FOR PERMIT
34	09/10/2023	ISSUED FOR PERMIT
35	09/10/2023	ISSUED FOR PERMIT
36	09/10/2023	ISSUED FOR PERMIT
37	09/10/2023	ISSUED FOR PERMIT
38	09/10/2023	ISSUED FOR PERMIT
39	09/10/2023	ISSUED FOR PERMIT
40	09/10/2023	ISSUED FOR PERMIT
41	09/10/2023	ISSUED FOR PERMIT
42	09/10/2023	ISSUED FOR PERMIT
43	09/10/2023	ISSUED FOR PERMIT
44	09/10/2023	ISSUED FOR PERMIT
45	09/10/2023	ISSUED FOR PERMIT
46	09/10/2023	ISSUED FOR PERMIT
47	09/10/2023	ISSUED FOR PERMIT
48	09/10/2023	ISSUED FOR PERMIT
49	09/10/2023	ISSUED FOR PERMIT
50	09/10/2023	ISSUED FOR PERMIT
51	09/10/2023	ISSUED FOR PERMIT
52	09/10/2023	ISSUED FOR PERMIT
53	09/10/2023	ISSUED FOR PERMIT
54	09/10/2023	ISSUED FOR PERMIT
55	09/10/2023	ISSUED FOR PERMIT
56	09/10/2023	ISSUED FOR PERMIT
57	09/10/2023	ISSUED FOR PERMIT
58	09/10/2023	ISSUED FOR PERMIT
59	09/10/2023	ISSUED FOR PERMIT
60	09/10/2023	ISSUED FOR PERMIT
61	09/10/2023	ISSUED FOR PERMIT
62	09/10/2023	ISSUED FOR PERMIT
63	09/10/2023	ISSUED FOR PERMIT
64	09/10/2023	ISSUED FOR PERMIT
65	09/10/2023	ISSUED FOR PERMIT
66	09/10/2023	ISSUED FOR PERMIT
67	09/10/2023	ISSUED FOR PERMIT
68	09/10/2023	ISSUED FOR PERMIT
69	09/10/2023	ISSUED FOR PERMIT
70	09/10/2023	ISSUED FOR PERMIT
71	09/10/2023	ISSUED FOR PERMIT
72	09/10/2023	ISSUED FOR PERMIT
73	09/10/2023	ISSUED FOR PERMIT
74	09/10/2023	ISSUED FOR PERMIT
75	09/10/2023	ISSUED FOR PERMIT
76	09/10/2023	ISSUED FOR PERMIT
77	09/10/2023	ISSUED FOR PERMIT
78	09/10/2023	ISSUED FOR PERMIT
79	09/10/2023	ISSUED FOR PERMIT
80	09/10/2023	ISSUED FOR PERMIT
81	09/10/2023	ISSUED FOR PERMIT
82	09/10/2023	ISSUED FOR PERMIT
83	09/10/2023	ISSUED FOR PERMIT
84	09/10/2023	ISSUED FOR PERMIT
85	09/10/2023	ISSUED FOR PERMIT
86	09/10/2023	ISSUED FOR PERMIT
87	09/10/2023	ISSUED FOR PERMIT
88	09/10/2023	ISSUED FOR PERMIT
89	09/10/2023	ISSUED FOR PERMIT
90	09/10/2023	ISSUED FOR PERMIT
91	09/10/2023	ISSUED FOR PERMIT
92	09/10/2023	ISSUED FOR PERMIT
93	09/10/2023	ISSUED FOR PERMIT
94	09/10/2023	ISSUED FOR PERMIT
95	09/10/2023	ISSUED FOR PERMIT
96	09/10/2023	ISSUED FOR PERMIT
97	09/10/2023	ISSUED FOR PERMIT
98	09/10/2023	ISSUED FOR PERMIT
99	09/10/2023	ISSUED FOR PERMIT
100	09/10/2023	ISSUED FOR PERMIT



PLANT MATERIAL SCHEDULE									
KEY	QUANT	COMMON NAME	BOTANICAL NAME	SIZE	COMMENTS	UNIT	QUANT	EVGRN	FRONT
POINT	POINTS	POINTS	POINTS	POINTS	POINTS	POINTS	POINTS	POINTS	POINTS
Trees:									
CE	4	Cedar Elm	Ulmus crassifolia	3" cal	Straight trunk, balanced branching	15	60.00		60.00
VPC	3	Violet Piller Crabapple	Malus 'Violetcote'	2.5" cal	Straight trunk, balanced branching	10	30.00		30.00
LO	4	Live Oak	Quercus nigra	3" cal	Straight trunk, balanced branching	15	60.00		60.00
RB	6	River Birch	Betula nigra	3" cal multi trunk	3 trunk minimum	15	90.00		90.00
SO	4	Shumard Oak	Quercus x 'Shumard'	3" cal	Straight trunk, balanced branching	15	60.00		60.00
SM	6	Shantung Maple	Acer trankatum 'Shantung'	3" cal	Straight trunk, balanced branching	15	90.00		90.00
CC	3	Chokecherry	Prunus virginiana	1"-1.5" per trunk	3-5 trunks per plant	10	30.00		30.00
SPJ	4	Spartan Juniper	Juniperus chinensis 'Spartan'	7-8' ht.	Strong central leader, full to ground	10	40.00	40.00	40.00
Shrubs:									
RCA	42	Rose Creek Abelia	Abelia grandifolium 'Rose Creek'	3 gal	Full container, plant where shown	2	84.00	84.00	84.00
BPJ	108	Blue Pacific Juniper	Juniperus conferta 'Blue Pacific'	3 gal	Full container, plant where shown	2	216.00	216.00	216.00
TGB	14	Tiny Gold Barbary	Barberis thunbergii 'Tiny Gold'	3 gal	Full container, plant where shown	2	28.00		28.00
TES	9	Tiger Eye Sumac	Rhus typhina 'Bailtiger'	7 gal	Full container, plant where shown	2	18.00		18.00
KD	11	Kelsey Dogwood	Cornus sericea 'Kelsey'	5 gal	Full container, plant where shown	2	22.00		22.00
BUT	19	Butterfly Bush	Buddleia 'Pugster Blue'	3 gal	Full container, plant where shown	2	38.00		38.00
MG	29	Maidenhair Grass	Miscanthus sinensis 'Gracillimus'	3 gal	Full container, plant where shown	1	29.00		29.00
SJ	44	Seagreen Juniper	Juniperus chinensis 'Seagreen'	5 gal	Full container, plant where shown	2	88.00	88.00	
DR	7	Drift Rose	Rosa 'Coral Drift'	3 gal	Full container, plant where shown	2	14.00		14.00
BB	21	Beautyberry	Callicarpa americana	5 gal	Full container, plant where shown	2	42.00		42.00
Perennials:									
PER	168	Perennials	Assorted	1 gal	Full container, plant 18" o.c.	0.5	84.00		84.00
Subtotal:							1,123.00	428.00	1,033.00
Less Trees in Esasements:							(60.00)		(60.00)
Total Plant Points:							1,063.00	428.00	1,033.00
Required Points:							738.00	184.00	295.00

1
LS-1
LANDSCAPE SITE PLAN
SCALE: 1" = 20'
Overall Site



THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES

City of Edmond Landscape Ordinance Calculation Tool
This file will calculate landscape requirements based on user identified site area, and required percentage. Effective 1/01/2018



- Instructions:**
1.) **Yellow Cells:** Enter the appropriate values specific to your project.
2.) **Green Cells:** These automatically populate with the requirements.
3.) **Orange Cells:** Complete these based off of the landscape plan.

Select Design District	General Standard	Required	Provided on Plan
Total Site Area	92,071 Sq. Ft.	9,207 Sq. Ft.	34,633 Sq. Ft.
Percentage of Landscape Area Required	10 %		
Plant Units Required per Every 250 Sq. Ft.	20 Units		
Percent of Frontage Landscape Area Required	50 %		
Number of Parking Spaces Required	35 Spaces		
Number of Parking Spaces Provided	37 Spaces		
Landscape Area		9,207 Sq. Ft.	34,633 Sq. Ft.
Frontage Landscaped Area		4,604 Sq. Ft.	11,800 Sq. Ft.
Total Plant Units		752 Units	1,063 Units
Plant Units Within Frontage		295 Units	1,033 Units
Evergreen Plant Units		184 Units	428 Units
Tree Plant Units		398 Units	400 Units

COFFEE CREEK COA

Edmond, Oklahoma

Mark H. Myers
Landscape Architect
2712 Broadway
Edmond, OK
(405) 545-1111

217020
12/17/2018

LANDSCAPE SITE PLAN

SHEET NUMBER
LS-1

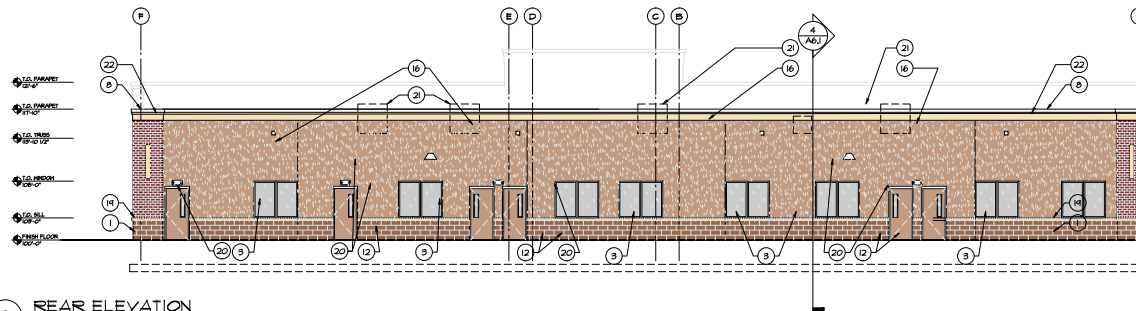
06/04/26

OKLAHOMA

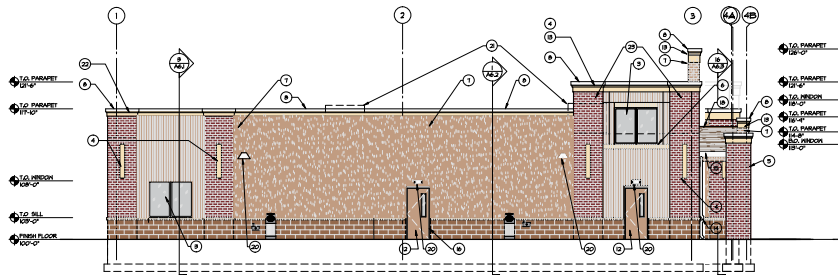
217020
12/17/2018



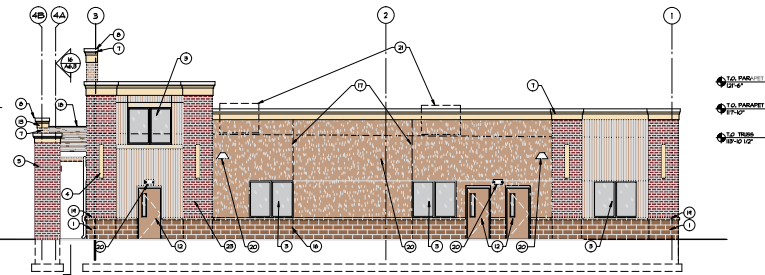
1 FRONT ELEVATION
SCALE: 1/8"=1'-0"



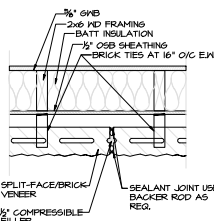
2 REAR ELEVATION
SCALE: 1/8"=1'-0"



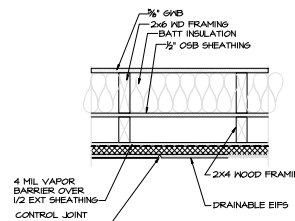
3 LEFT ELEVATION
SCALE: 1/8"=1'-0"



4 RIGHT ELEVATION
SCALE: 1/8"=1'-0"



5 TYP. MASONRY CONTROL JOINT
SCALE: 1/2"=1'-0"



6 TYP. EIFS CONTROL JOINT
SCALE: 1/2"=1'-0"

ELEVATION KEYNOTES

- 1 STONE VENEER
- 2 8" BRICK LINTEL
- 3 ELDVEN WINDOW H/VISION GLAZING
- 4 PRECAST ACCENT (8"X4'-8")
- 5 BRICK VENEER
- 6 8" BRICK BAND
- 7 EIFS SYSTEM OR PREFAB CORNICE (SEE NOTES 13&22)
- 8 PREFINISHED METAL COPING
- 9 DECORATIVE GABLE END VENT
- 10 ANODIZED ALUMINUM STOREFRONT SYSTEM
- 11 SIGNAGE (BY LANDLORD) CHANNEL LETTERS - INTERNALLY ILLUMINATED
- 12 GALVANIZED HM. DOOR AND FRAME
- 13 CANAMOULD EXTRUSIONS INC. PREFAB CORNICE
- 14 PREFINISHED ALUMINUM DOWNSPOUT
- 15 6" PREFINISHED ALUMINUM GUTTER
- 16 MASONRY CONTROL JOINT (SEE DETAIL 20/A4.2)
- 17 NOT USED
- 18 DIMENSIONAL ASPHALT SHINGLES
- 19 4" BRICK SILL, ROUNDED 2", TAPERED INTO EACH DOOR FRAME
- 20 LIGHTING (SEE A2.1)
- 21 RTU (BEYOND)
- 22 CANAMOULD EXTRUSIONS INC. PREFAB CORNICE
- 23 BRICK PILASTER BUILD OUT.

GENERAL NOTES:

1. SEE A4.2 FOR EXTERIOR FINISH SCHEDULE
2. ALL EXHAUST FAN VENTING TO BE THRU ROOF (NO VENTING ALLOWED OUT SIDES OF BUILDING THROUGH THE FRONT REAR AND SIDE WALLS OF BUILDING)

DIAGONAL HATCH DENOTES SPANDREL GLAZING



LEO ROBANA ASSOCIATES, INC.

3040 SEMINOLE PKWY. WHITEHAY RD.
SUITE 200-14
LOMAVILLO, FLORIDA 33470
PHONE: 351-722-2445

Richard M. Montedoro

ARCHITECT
1801 N. MacArthur Blvd. Ste. B
Oklahoma City, OK 73107

Richard M. Montedoro, NCARB, AIA
Printing on Recycled Paper



OK. EXCERPT 4/25/18

CHILDREN OF AMERICA
COA Educational Childcare

COFFEE CREEK
Oklahoma

REV.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		

SHEET NO.

Elevations

6/2/2025

STAFF RM

108-25

108-25

108-25

108-25

108-25

108-25

108-25

108-25

108-25

108-25

108-25

108-25

108-25

108-25

108-25

108-25

City Council / Public Works Authority**5. E.****Meeting Date:** 09/14/2026**Submitted For:** Yolanda Whitlow, Court Administrator, Municipal Court
Email: Yolanda.Whitlow@edmondok.gov , Phone: 405-359-4360**Submitted By:** Natalie Marshall-Cox, Executive Assistant, City Attorney's Office**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Public Hearing and Consideration of Approval of Ordinance No. 4099 Amending Title 10 Vehicles and Traffic of The Edmond Municipal Code by Amending Section 10.68.150 To Provide a Penalty in The Amount of One Hundred Forty Dollars for Violation of Section 10.68.020 Related to Parking of Trucks, Trailers, Buses, Recreational Vehicles or Commercial Vehicles; Providing for Repealer and Severability; And Providing an Effective Date. (Citywide)

Background

[Section 10.68.020](#) of the Edmond Municipal Code provides that "[n]o truck, trailer, recreational vehicle, bus or commercial vehicle of a length of eighteen feet (18') or more shall be allowed to park on any street the principal use of which is for residential living, at any time except for the immediate loading or unloading of persons or materials, and only then when not in violation of any other provision of this Chapter." This provision has been part of the Edmond Municipal Code since 1954.

A member of the Police Department issued a citation for a violation of this provision back in April and it was discovered that that provision does not have a related penalty. To ensure the section is able to be enforced, staff are recommending that Section 10.68.150 of the Edmond Municipal Code, the provision related to penalties, be amended to add a fine of \$140.00 for violations of Section 10.68.020.

Time Frame

This ordinance shall take effect (30) days after passage.

Issue

Adding a penalty provision to Section 10.68.150 of the Edmond Municipal Code.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted City Council Agenda. Publication of Ordinance Title.

Attachments

10.68.150 Ord Format

10.68.150 Redline

Published, by title, in *The Oklahoman* in Oklahoma County, Oklahoma on the ____ day of _____, 2026. Published, in full, in *The Oklahoman* in Oklahoma County, Oklahoma on the ____ day of _____, 2026.

Ordinance No. _____

AN ORDINANCE AMENDING TITLE 10 VEHICLES AND TRAFFIC OF THE EDMOND MUNICIPAL CODE BY AMENDING SECTION 10.68.150 TO PROVIDE A PENALTY IN THE AMOUNT OF ONE HUNDRED FORTY DOLLARS FOR VIOLATION OF SECTION 10.68.020 RELATED TO PARKING OF TRUCKS, TRAILERS, BUSES, RECREATIONAL VEHICLES OR COMMERCIAL VEHICLES; PROVIDING FOR REPEALER AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EDMOND, OKLAHOMA:

Section 1. Section 10.68.150 of the Edmond Municipal Code is hereby amended to read as follows:

10.68.150 Penalties for Violation.

The amount of the fine which may be accepted by the Court Clerk in satisfaction of a parking violation shall be as follows:

- (1) Section 10.68.010(a), (b), (c), (d), (e), (f), (h), (i), (j), (l), (m), (n), (p), (q), (r).....\$55.00
- (2) Section 10.68.010(g).....\$40.00
- (3) Section 10.68.010(k).....\$130.00
- (4) Section 10.68.010(o).....\$250.00
- (5) Section 10.68.020.....\$140.00
- (6) Section 10.68.025.....\$130.00
- (7) Sections 10.68.100, 10.68.110, 10.68.120, 10.68.130.....\$55.00
- (8) Section 10.68.140.....\$55.00

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

Section 3. SEVERABILITY. If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after passage.

PASSED AND APPROVED in an open meeting of the City Council by an affirmative majority vote of the governing body on the _____ day of _____, 2026.

Attest:

Mark A. Nash
Mayor

Kory Atcuson-Coley
City Clerk

Approved as to form and legality this _____ day of _____, 2026.

Madeline Sawyer
City Attorney

10.68.150 Penalties for Violations.

The amount of the fine which may be accepted by the Court Clerk in satisfaction of a parking violation shall be as follows:

- (1) Section 10.68.010(a), (b), (c), (d), (e), (f), (h), (i), (j), (l), (m), (n), (p), (q), (r).....\$55.00
- (2) Section 10.68.010(g).....\$40.00
- (3) Section 10.68.010(k).....\$130.00
- (4) Section 10.68.010(o).....\$250.00
- (5) Section 10.68.020.....\$140.00
- ~~(6)~~ Section 10.68.025.....\$130.00
- ~~(7)~~ Sections 10.68.100, 10.68.110, 10.68.120, 10.68.130.....\$55.00
- ~~(8)~~ Section 10.68.140.....\$55.00

(Ord. 3828, § 6, April 12, 2021).

City Council / Public Works Authority**5. F.****Meeting Date:** 09/14/2026**Submitted For:** Kathy Panas, Director, Finance

Email: Kathy.Panas@edmondok.gov , Phone: 405-359-4521

Submitted By: Ethan Davis, Finance Manager, Finance**Ward:** Citywide**City Council Strategic Plan:** Fiscal Diligence

Item

Consideration of Approval of a Budget Amendment for a Supplemental Appropriation of \$679,409.57 for Payment of the Required Federal Arbitrage Rebate Liability on the Series 2021A Sales Tax Revenue Note. (Citywide)

Background

On July 21, 2021, the Edmond Public Work Authority issued its \$35,000,000 Sales Tax Revenue Note, Series 2021A, to finance eligible capital improvements and related issuance costs. Of the note proceeds, \$34,795,500 was deposited into the Construction/Project Fund for project costs. The 2021A Arbitrage and Use of Proceeds Certificate provides that construction fund proceeds and investment earnings are to be used for project costs, subject to applicable federal tax requirements and bond counsel guidance.

Federal tax law requires an issuer of tax-exempt obligations to periodically calculate and rebate certain investment earnings that exceed the amount that would have been earned at the yield on the obligation. This required payment is commonly called an arbitrage rebate. The rebate requirement helps preserve the tax-exempt status of the interest paid on the note.

Arbitrage Compliance Specialists, Inc. ("ACS") completed the fifth-year arbitrage rebate calculation for the period from July 21, 2021, through July 21, 2026. The calculation identifies a rebate liability of \$679,409.57. The report states that the amount is due to the United States Treasury through the IRS Form 8038-T and must be received by the IRS no later than September 21, 2026.

The liability resulted primarily from investment earnings generated in the 2021A Construction/Project Fund. The 2021A note yield was 1.670035%, while the report calculated an investment yield of 2.45270688% for the computation period. To strengthen future planning, staff will evaluate available investment options and consider interim arbitrage calculations during future computation periods. These measures are intended to improve visibility into potential rebate liabilities and support more accurate budgeting before required rebate payment dates.

Time Frame

- July 21, 2021: Series 2021A note issued; \$34,795,500 deposited into the Construction/Project Fund.
- July 21, 2026: End of the five-year arbitrage rebate computation period.
- July 30, 2026: ACS issued the fifth-year arbitrage rebate calculation report.
- August 20, 2026: Finance / Audit Committee Approval
- September 14, 2026: City Council discussion and consideration.
- September 21, 2026: IRS receipt deadline for the \$679,409.57 rebate payment and executed Form

Issue

The City/Authority must make a \$679,409.57 arbitrage rebate payment to the United States Treasury by September 21, 2026. Failure to make the required payment on a timely basis could affect the tax-exempt status of the 2021A note and expose the City to penalties.

The 2021A Project Fund is the recommended funding source because the rebate liability arose from investment earnings on funds held in that account. Bond counsel has advised that, where a separate rebate fund has not been established, available project fund dollars (including amounts attributable to investment earnings) should be used for the rebate payment. The supplemental budget amendment is needed to provide spending authority for the payment from the 2021A Project Fund.

Recommendations

Staff recommends approval of a supplemental budget amendment in the amount of \$679,409.57 from the 2021A Project Fund for payment of the required arbitrage rebate liability and implementing enhanced arbitrage compliance planning for future bond issues and remaining bond proceeds. This planning will include evaluating investment options that may reduce exposure to rebateable arbitrage while preserving sufficient liquidity for planned project expenditures, and obtaining interim arbitrage calculations, as appropriate, to improve forecasting and budget preparation for future rebate obligations.

Action Needed

Approve the supplemental budget amendment appropriating \$679,409.57 from the 2021A Project Fund for the required arbitrage rebate payment.

Public Notification

Posted Agenda.

Fiscal Impact

Amount: \$679,409.57

Account: From: 2000 CIP Fund Reserves (338000 Reserves) To: 338001-8703 (2000 CIP - Arbitrage Interest Exp.)

Additional Information:

If approved, the remaining balance of the EPWA Sales Tax Revenue Note Series 2021A Project fund balance would be \$5,601,152.26.

Attachments

2021A Arbitrage Rebate Calculation



CONTROL #10.00

CITY OF EDMOND, OKLAHOMA

\$35,000,000.00

**THE EDMOND PUBLIC WORKS AUTHORITY
SALES TAX REVENUE NOTE, SERIES 2021A**

**ARBITRAGE REBATE CALCULATIONS
FOR THE 05TH YEAR COMPUTATION PERIOD
JULY 21, 2021 TO JULY 21, 2026**

**AS OF THE DATE OF THIS REPORT
JULY 30, 2026**



City of Edmond, Oklahoma ("Issuer")
P.O. Box 2970
Edmond, Oklahoma 73083-2970

CONTROL #10.00

CITY OF EDMOND, OKLAHOMA

\$35,000,000.00
THE EDMOND PUBLIC WORKS AUTHORITY
SALES TAX REVENUE NOTE, SERIES 2021A

ARBITRAGE REBATE CALCULATIONS
FOR THE 05TH YEAR COMPUTATION PERIOD
JULY 21, 2021 TO JULY 21, 2026

AS OF THE DATE OF THIS REPORT
JULY 30, 2026

We have enclosed the arbitrage rebate calculation report for the above-referenced issue of tax-exempt debt ("Debt"). The computations following as Exhibits have been performed by ACS and are based upon the limited scope of ACS' engagement with information, instructions, assumptions and representations as provided to ACS by the Issuer. Using procedures, which ACS has developed for calculating arbitrage rebate, ACS has computed the amount of the Rebatable Arbitrage with respect to the Debt for the Computation Period in accordance with the applicable provisions of the Internal Revenue Code of 1986, as amended and the Treasury Regulations applicable to the Debt.

As detailed in Exhibit 1 of this report, *a Rebate Installment payment is due to the United States Treasury, Internal Revenue Service ("IRS")*, with respect to the Debt for the above-referenced 05th Year Rebate Installment Computation Period. The following should be sent to the IRS after receiving a validated postmarked "Proof of Mailing" receipt.

To Be Received by the IRS: Monday, September 21, 2026

100% Rebate Installment payment is due to the IRS as per Form \$679,409.57
8038-T, Part II, Line 13

It has been an honor for all of us at ACS to assist you with your arbitrage rebate calculations. Should you have any questions regarding this Review and related matters please do not hesitate to call: **Account Manager: Matt Collins at (800) 672-9993 ext. 7538 or Lead CPA: Doug Pahnke at (800) 672-9993 ext. 7526.**

Regards,
Arbitrage Compliance Specialists, Inc.

Douglas Pahnke, CPA, President

PAYMENT INSTRUCTIONS

The following should be sent to the IRS with confirmation the items were received:

We recommend sending the package via FedEx with a confirmation receipt.

1. **Form 8038-T Signed by Issuer.**

After execution at the bottom of the form, by the appropriate officer or authorized representative of the Issuer, which includes:

1. Signature,
2. Date of signature,
3. Typed Name and Typed Title,
4. Information required on Lines 9 and 10 as an "IRS contact name representative" and telephone number.

The Form 8038-T to be filed with respect to the Debt, prepared by Arbitrage Compliance Specialists, Inc. to reflect the information and computations described in the Report, is included herewith

2. **A check/money order for the Total Payment, as per Part V, Line 23 of Form 8038-T.**

Payable to the United States Treasury.

The check or money order must include:

1. Date
2. Issuer's name
3. Issuer's Address
4. Issuer's EIN
5. and the words "Form 8038-T"

3. **Mail the check and executed Form 8038-T to the Internal Revenue Service:**

Ogden Submission Processing Center
1973 North Rulon White Boulevard, Ogden, Utah 84201-0027

Submissions can be sent via U.S. Postal Service, Federal Express (FedEx priority overnight, FedEx Standard Overnight, FedEx 2Day), United Parcel Service (UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air) or DHL Express (DHL Same Day Service).

4. **Email payment confirmation to ACS (arbitrage@rebatebyacs.com)**

1. Copy of the check
2. Executed Form 8038-T
3. Confirmation receipt by IRS

****We recommend sending the package via FedEx with a confirmation receipt.***

DEFINITIONS

Arbitrage

Treas. Reg. § 1.148-3(a) provides that the arbitrage that must be rebated is based on the difference between the amount actually earned on non-purpose investments and the amount that would have been earned if those investments had a yield equal to the yield on the issue.

Arbitrage Rebate

Treas. Reg. § 1.148-3(b) provides that as of any computation date, the rebate amount for an issue is the excess of the future value, as of that date, for all receipts of non-purpose investments over the future value, as of that date, of all payments on non-purpose investments.

Bona Fide Debt Service Fund

Under Treas. Reg. § 1.148-1(b), a Bona Fide Debt Service Fund:

- Is used primarily to achieve a proper matching of revenues with debt service payments; AND
- Is depleted annually to a reasonable carryover amount.

Bond Year

Each one-year period (or shorter period for the first elected year ending on the issuer elected date).

Bond Yield -

Fixed Rate Issue

Treas. Reg. § 1.148-4(b)(1) provides that the yield on a fixed rate issue is the discount rate that when used in computing the present value, as of the issue date, of all unconditionally payable payments of principal, interest and fees for qualified guarantee on the issue, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of the bonds as of the issue date.

Variable Rate Issue

The yield on a variable yield issue is computed separately for each computation period. Treas. Reg. § 1.148-4(c)(1) provides that the yield for each computation period is the discount rate at which the present value, as of first day of the computation period, of all payments of principal and interest and qualified guarantees paid on the bond issue during that computation period equals the present value of the issue price, as of the first day of the computation period.

Commingled Funds

Treas. Reg. § 1.148-1(b) provides that a commingled fund means any fund or account (other than an open-end regulated investment company) that contains both gross proceeds of an issue and amounts in excess of \$25,000 that are not gross proceeds of the issue.

Computation Date

Treas. Reg. § 1.148-3(e)(1) provides that an issuer may treat as computation dates:

- the last day of any Bond Year ending on or before the 1st required Rebate Payment date; AND
- thereafter, the end of each Bond Year or the end of each 5th Bond Year.

Once selected, the issuer may not change the computation date after the 1st required Rebate Payment date.

Computation Date Credit

Computation Date Credits are applied on the last day of each bond year during which there are amounts allocated to gross proceeds of an issue that are subject to the rebate requirement, and on the final maturity date.

Computation Period

The computation period may be selected by the issuer and is the period between the Computation Dates.

Gross Proceeds

All sales proceeds (any amounts actually or constructively received by the issuer from the sale of the debt,

including amounts used to pay underwriter's discount or fees, but excluding pre-issuance accrued interest); investment proceeds (any amounts received from investing sales proceeds or other investment proceeds); Transferred Proceeds as further defined; replacement proceeds (any amounts held in a sinking fund, pledged fund, reserve fund, or otherwise set aside to pay debt service; and disposition proceeds (any funds that must be included due to a change in use).

Investment Yield

Treas. Reg. § 1.148-5(b)(1) provides that the yield on an investment allocated to an issue is the discount rate that, when used in computing the present value as of the date the investment is 1st allocated to the issue of all unconditionally payable receipts from the investment, produces an amount equal to the present value of all unconditionally payable payments for the investment.

Materially Higher Yield

Treas. Reg. § 1.148-2(d)(1) provides that the yield on investments is materially higher than the yield on the issue to which the investments are allocated if the yield on the investments over the term of the issue exceeds the yield on the issue by an amount in excess of the applicable definition of materially higher set forth in Treas. Reg. § 1.148-2(d)(2). If yield restricted investments in the same class are subject to different definitions of materially higher, the applicable definition of materially higher that produces the lowest permitted yield applies to all the investments in the class.

Proceeds

All sales proceeds (any amounts actually or constructively received by the issuer from the sale of the debt, including amounts used to pay underwriter's discount or fees, but excluding pre-issuance accrued interest); investment proceeds (any amounts received from investing sales proceeds or other investment proceeds) and Transferred Proceeds as further defined.

Rebate Installment Payments

IRC § 148(f)(3) requires that rebate be paid at least once every 5 years during the life of the debt. Each rebate payment must be paid no later than 60 days after the Computation Date to which the payment relates. The last rebate payment is due no later than 60 days after the last debt is redeemed. Any rebate payment paid within the 60-day period may be treated as paid on the computation date to which it relates. Except for the Final Rebate Payment, the amount of each required Rebate Installment Payment is at least 90 percent of the calculated rebate amount as of that Computation Date, taking into account the future value of previous rebate payments.

Small Issuer Exception

Under IRC § 148(f)(4)(D), governmental bonds issued by a governmental unit that does not expect to issue more than \$5 million of governmental bonds in that calendar year are exempted from the rebate requirements, but not yield restriction rules.

The Taxpayer Relief Act of 1997 supplements the \$5 million Small Issuer Exception, which can be used for any purpose, with up to an additional \$5 million to specifically finance new construction of public school facilities. This increased limit applies to debt issued from January 1, 1998 through December 31, 2001.

The Economic Growth and Tax Relief Reconciliation Act of 2001 supplements the \$5 million Small Issuer Exception, which can be used for any purpose, with up to an additional \$10 million to specifically finance new construction of public school facilities. This increased limit applies to debt issued on and after January 1, 2002.

Spending Exception

Spending exceptions may apply to exempt from the rebate requirements, arbitrage earned on certain proceeds of an issue, if the issuer spends the proceeds in accordance with prescribed 6-month, 18-month, or 2-year schedules.

Rebate Payments

IRC § 148(f)(3) requires that rebate be paid at least once every 5 years during the life of the bonds. Each rebate payment must be paid no later than 60 days after the computation date to which the payment relates. The last rebate payment is due no later than 60 days after the last bond is redeemed. Any rebate payment paid within the 60-day period may be treated as paid on the computation date to which it relates. Except for the Final Rebate Payment, the amount of each required Rebate Installment Payment is at least 90 percent of the rebate amount as of that computation date, taking into account the future value of previous rebate payments.

Temporary Periods

The initial period during which the use of bond proceeds to acquire higher yielding investments will not cause the bonds to be arbitrage bonds.

Transferred Proceeds

Treas. Reg. § 1.148-9 provides that when proceeds of a new refunding issue discharge the outstanding principal of a prior issue, the proceeds of the prior issue transfer to the refunding issue and become transferred proceeds of the refunding issue.

Yield Restriction

After the applicable temporary period is over, bond proceeds must be yield restricted. Yield restriction can be achieved in two ways:

- Investment of proceeds in securities that do not exceed the permitted yield; OR
- Investment of proceeds above the permitted yield followed by making Yield Reduction Payments. (Note that under Treas. Reg. § 1.148-5(c)(3), Yield Reduction Payments may be made only for certain types of proceeds.)

Yield Reduction Payments

Treas. Reg. § 1.148-5(c)(2)(i) provides that yield reduction payments must be paid to the United States at the same time and in the same manner as rebate payments. The provisions that apply to Rebate Payments, such as due dates, making 90 percent installment payments, correction of late payments, and recovery of overpayments, all apply to yield reduction payments as well.

NOTES AND ASSUMPTIONS

1. The PAR amount of the Debt is \$35,000,000.00.
2. The Delivery Date of the Debt is July 21, 2021.
3. The Computation Date is July 21, 2026.
4. The Computation Period is July 21, 2021 to July 21, 2026.
5. The Bond Yield on the Debt is 1.670035%.
6. The Investment Yield is 2.45270688%
7. The Arbitrage Rebate Liability, as of the end of the calculation period, is \$679,409.57.
8. We have reviewed available Debt documents to determine the sources and uses of the Debt for purposes of identifying Gross Proceeds.
9. The Debt constitutes a single issue for federal taxation purposes and is not treated as part of any other issue of governmental obligations.
10. Computations of yield are based on a 360-day year with semi-annual compounding.
11. Purchase prices on investments are assumed to be at fair market value and represent an arm's length transaction.
12. We have applied the Computation Date Credit amounts set forth in the Regulations for bond years ending on or after January 1, 2007.
13. Our engagement focused solely on analyzing the arbitrage rebate and yield restriction requirements, requirements related to the gross proceeds of the Bonds. The information provided by the Issuer, the Bank, or the Trustee has been used without independent verification to calculate the Rebate Liability and Yield Restriction Liability. ACS does not verify or express an opinion on the completeness or accuracy of this information in relation to 26 U.S. Code § 148.
14. We are not obligated to update this Report due to any events, changes in laws, regulations, rulings, new information, or data changes after the date of this Report.

CITY OF EDMOND, OKLAHOMA
THE EDMOND PUBLIC WORKS AUTHORITY
SALES TAX REVENUE NOTE, SERIES 2021A
\$35,000,000.00
05th Year Arbitrage Rebate Calculation

EXHIBIT 1
Control # 10.00

Arbitrage Rebate Calculation

Period 07/21/21 to 07/21/26
Bond Yield 1.67003500%
Investment Yield 2.45270688%
Liability \$679,409.57

Period Ending	Relevant Cash Flow	Future Value	Factor	Adjustment	Investment Yield	Present Value Factor	Total Future Value	Days of Period
07/21/21	(34,795,500.00)	1.08671029%					(37,812,627.95)	1800
06/01/22	9,722,749.44	1.07125826%					10,415,575.67	1490
06/16/22	406,432.19	1.07051618%					435,092.24	1475
06/17/22	1,005,138.00	1.07046673%					1,075,966.79	1474
06/22/22	482,780.50	1.07021949%					516,681.10	1469
07/13/22	999,264.60	1.06918173%					1,068,395.46	1448
07/21/22	(1,830.00)	1.06878666%		Computation Date Credit			(1,955.88)	1440
08/09/22	727,104.26	1.06789828%					776,473.39	1422
08/12/22	1,953,867.70	1.06775029%					2,086,242.80	1419
09/09/22	389,650.57	1.06641928%					415,530.88	1392
09/15/22	951,646.78	1.06612373%					1,014,573.22	1386
09/16/22	2,375.00	1.06607448%					2,531.93	1385
10/13/22	(2,375.00)	1.06474557%					(2,528.77)	1358
10/26/22	326,340.46	1.06410631%					347,260.94	1345
01/12/23	164,896.92	1.06037679%					174,852.87	1269
03/15/23	250,579.27	1.05729513%					264,936.24	1206
03/22/23	65,696.30	1.05695328%					69,437.92	1199
04/12/23	688,499.60	1.05597716%					727,039.85	1179
05/16/23	751,504.78	1.05431983%					792,326.40	1145
06/07/23	136,731.31	1.05329749%					144,018.75	1124
06/27/23	95,826.88	1.05232475%					100,841.00	1104
07/21/23	(1,960.00)	1.05115865%		Computation Date Credit			(2,060.27)	1080
08/11/23	167,638.82	1.05018788%					176,052.26	1060
09/26/23	151,655.12	1.04800694%					158,935.62	1015
10/10/23	116,792.28	1.04732935%					122,319.98	1001
10/16/23	(116,792.28)	1.04703909%					(122,286.08)	995
10/24/23	14,844.38	1.04665220%					15,536.90	987
10/25/23	116,792.28	1.04660385%					122,235.25	986
10/31/23	(14,844.38)	1.04636212%					(15,532.60)	981
11/01/23	14,844.38	1.04631378%					15,531.88	980
01/29/24	319,465.49	1.04206878%					332,905.01	892
02/23/24	216,738.70	1.04091404%					225,606.36	868
03/25/24	220,042.80	1.03937638%					228,707.29	836
04/11/24	125,321.60	1.03860841%					130,160.07	820
05/16/24	63,194.63	1.03693043%					65,528.44	785

Arbitrage Compliance Specialists, Inc.

PAR \$35,000,000.00
Report 05th Year Arbitrage Rebate Calculation
Period 07/21/21 to 07/21/26

EXHIBIT 1
Control # 10.00
Page 2 of 2

Arbitrage Rebate Calculation							
Period Ending	Relevant Cash Flow	Future Value Factor	Adjustment	Investment Yield	Present Value Factor	Total Future Value	Days of Period
06/14/24	91,410.15	1.03559001%				94,663.44	757
06/25/24	759,503.31	1.03506388%				786,134.45	746
06/26/24	3,984.86	1.03501607%				4,124.39	745
06/28/24	151,457.27	1.03492044%				156,746.23	743
07/17/24	107,745.30	1.03401244%				111,409.98	724
07/21/24	(2,070.00)	1.03382139%	Computation Date Credit			(2,140.01)	720
08/22/24	578,815.01	1.03234190%				597,534.98	689
09/04/24	77,272.65	1.03176976%				79,727.58	677
09/18/24	4,869,635.00	1.03110266%				5,021,093.62	663
11/18/24	44,662.79	1.02824857%				45,924.45	603
01/24/25	235,388.14	1.02511820%				241,300.67	537
03/31/25	646,353.45	1.02199736%				660,571.52	471
04/04/25	92,778.34	1.02180852%				94,801.70	467
04/17/25	2,335,692.00	1.02119504%				2,385,197.09	454
04/23/25	36,465.00	1.02091202%				37,227.56	448
07/21/25	(2,120.00)	1.01677008%	Computation Date Credit			(2,155.55)	360
04/24/26	30,051.08	1.00402725%				30,172.10	87
07/21/26	(2,170.00)	1.00000000%	Computation Date Credit			(2,170.00)	0
07/21/26	6,274,940.45	1.00000000%				6,274,940.45	0
	2,044,908.18				Liability	679,409.57	

PAR \$35,000,000.00
Report 05th Year Arbitrage Rebate Calculation
Period 07/21/21 to 07/21/26

Listing of Investments by Fund

Construction Fund

Bank of Oklahoma - 2400-0001009.3
Investments (7/21/21 - 7/21/24)
Investments (7/21/24 - 7/21/26)

Proceeds held in the fund remained at the end of the temporary period were invested above the materially higher yield, subsequent to the end of the temporary period.

Costs of Issuance

\$204,500.00 of Bond Proceeds
Spent at closing

Note Fund

Bank of Oklahoma - 2400-0001009.1
Bone Fide through 7/21/26

It has been determined that the Fund has been used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year; as described under Section 1.148-1(b) of the Regulations.

PAR \$35,000,000.00
 Report 05th Year Arbitrage Rebate Calculation
 Period 07/21/21 to 07/21/26

EXHIBIT 3
 Control # 10.00
 Page 1 of 3

Proof of Investment Yield

Investment Yield 2.45270688%

Period Ending	Investments	Value Factor	Value	Proceeds	Value Factor	Value
07/21/21	(34,795,500.00)	1.12962923%	(39,306,013.90)		1.12962923%	
08/02/21	(57.82)	1.12878811%	(65.27)	57.82	1.12878811%	65.27
09/01/21	(179.21)	1.12657360%	(201.89)	179.21	1.12657360%	201.89
10/01/21	(157.62)	1.12428729%	(177.21)	157.62	1.12428729%	177.21
11/01/21	(162.88)	1.12200563%	(182.75)	162.88	1.12200563%	182.75
12/01/21	(157.63)	1.11972860%	(176.50)	157.63	1.11972860%	176.50
12/14/21	(6.96)	1.11874332%	(7.79)	6.96	1.11874332%	7.79
01/03/22	(209.72)	1.11730486%	(234.32)	209.72	1.11730486%	234.32
02/01/22	(164.75)	1.11518839%	(183.73)	164.75	1.11518839%	183.73
03/01/22	(147.12)	1.11292520%	(163.73)	147.12	1.11292520%	163.73
04/01/22	(171.27)	1.11066660%	(190.22)	171.27	1.11066660%	190.22
05/02/22	(157.63)	1.10833752%	(174.71)	157.63	1.10833752%	174.71
06/01/22	(9,737.37)	1.10616313%	(10,771.12)	9,732,486.81	1.10616313%	10,765,718.10
06/16/22		1.10504012%		406,432.19	1.10504012%	449,123.88
06/17/22		1.10496530%		1,005,138.00	1.10496530%	1,110,642.61
06/22/22		1.10459124%		482,780.50	1.10459124%	533,275.11
07/01/22	(15,222.07)	1.10391825%	(16,803.92)	15,222.07	1.10391825%	16,803.92
07/13/22		1.10302158%		999,264.60	1.10302158%	1,102,210.42
07/21/22	(2,375.00)	1.10242420%	(2,618.26)	2,375.00	1.10242420%	2,618.26
08/01/22	(24,140.58)	1.10167793%	(26,595.14)	24,140.58	1.10167793%	26,595.14
08/09/22		1.10108128%		727,104.26	1.10108128%	800,600.89
08/12/22		1.10085762%		1,953,867.70	1.10085762%	2,150,930.14
09/01/22	(32,077.88)	1.09944215%	(35,267.77)	32,077.88	1.09944215%	35,267.77
09/09/22		1.09884671%		389,650.57	1.09884671%	428,166.25
09/15/22		1.09840034%		951,646.78	1.09840034%	1,045,289.15
09/16/22		1.09832597%		2,375.00	1.09832597%	2,608.52
10/03/22	(32,697.98)	1.09706232%	(35,871.72)	32,697.98	1.09706232%	35,871.72
10/13/22	(2,375.00)	1.09631968%	(2,603.76)		1.09631968%	
10/26/22		1.09535501%		326,340.46	1.09535501%	357,458.66
11/01/22	(40,737.13)	1.09498420%	(44,606.51)	40,737.13	1.09498420%	44,606.51
12/01/22	(49,118.94)	1.09276201%	(53,675.31)	49,118.94	1.09276201%	53,675.31
01/03/23	(56,409.08)	1.09039664%	(61,508.27)	56,409.08	1.09039664%	61,508.27
01/12/23		1.08973230%		164,896.92	1.08973230%	179,693.50
02/01/23	(59,841.59)	1.08833114%	(65,127.47)	59,841.59	1.08833114%	65,127.47
03/01/23	(57,368.77)	1.08612245%	(62,309.51)	57,368.77	1.08612245%	62,309.51
03/15/23		1.08509326%		250,579.27	1.08509326%	271,901.88
03/22/23		1.08457904%		65,696.30	1.08457904%	71,252.83
04/03/23	(64,421.71)	1.08377146%	(69,818.41)	64,421.71	1.08377146%	69,818.41
04/12/23		1.08311116%		688,499.60	1.08311116%	745,721.60
05/01/23	(63,188.74)	1.08171851%	(68,352.43)	63,188.74	1.08171851%	68,352.43

PAR \$35,000,000.00
Report 05th Year Arbitrage Rebate Calculation
Period 07/21/21 to 07/21/26

EXHIBIT 3
Control # 10.00
Page 2 of 3

Proof of Investment Yield

Period Ending	Investments	Value Factor	Value	Proceeds	Value Factor	Value
05/16/23		1.08062032%		751,504.78	1.08062032%	812,091.33
06/01/23	(66,416.55)	1.07952324%	(71,698.21)	66,416.55	1.07952324%	71,698.21
06/07/23		1.07908472%		136,731.31	1.07908472%	147,544.67
06/27/23		1.07762427%		95,826.88	1.07762427%	103,265.37
07/03/23	(63,118.69)	1.07718653%	(67,990.60)	63,118.69	1.07718653%	67,990.60
08/01/23	(66,326.38)	1.07514605%	(71,310.55)	66,326.38	1.07514605%	71,310.55
08/11/23		1.07441825%		167,638.82	1.07441825%	180,114.21
09/01/23	(68,057.10)	1.07296412%	(73,022.83)	68,057.10	1.07296412%	73,022.83
09/26/23		1.07114923%		151,655.12	1.07114923%	162,445.26
10/02/23	(64,703.45)	1.07071411%	(69,278.90)	64,703.45	1.07071411%	69,278.90
10/10/23		1.07013423%		116,792.28	1.07013423%	124,983.42
10/16/23	(116,792.28)	1.06969952%	(124,932.65)		1.06969952%	
10/24/23		1.06912019%		14,844.38	1.06912019%	15,870.43
10/25/23		1.06904779%		116,792.28	1.06904779%	124,856.53
10/31/23	(14,844.38)	1.06868589%	(15,863.98)		1.06868589%	
11/01/23	(52,321.75)	1.06861353%	(55,911.73)	67,166.13	1.06861353%	71,774.64
12/01/23	(65,091.28)	1.06644485%	(69,416.26)	65,091.28	1.06644485%	69,416.26
01/02/24	(66,937.62)	1.06420851%	(71,235.59)	66,937.62	1.06420851%	71,235.59
01/29/24		1.06226455%		319,465.49	1.06226455%	339,356.87
02/01/24	(66,444.72)	1.06212070%	(70,572.31)	66,444.72	1.06212070%	70,572.31
02/23/24		1.06053957%		216,738.70	1.06053957%	229,859.97
03/01/24	(61,104.70)	1.05996520%	(64,768.86)	61,104.70	1.05996520%	64,768.86
03/25/24		1.05824395%		220,042.80	1.05824395%	232,858.96
04/01/24	(64,556.77)	1.05781408%	(68,289.06)	64,556.77	1.05781408%	68,289.06
04/11/24		1.05709801%		125,321.60	1.05709801%	132,477.21
05/01/24	(61,576.90)	1.05566732%	(65,004.72)	61,576.90	1.05566732%	65,004.72
05/16/24		1.05459557%		63,194.63	1.05459557%	66,644.78
06/03/24	(63,865.76)	1.05338224%	(67,275.06)	63,865.76	1.05338224%	67,275.06
06/14/24		1.05259789%		91,410.15	1.05259789%	96,218.13
06/25/24		1.05181412%		759,503.31	1.05181412%	798,856.31
06/26/24		1.05174290%		3,984.86	1.05174290%	4,191.05
06/28/24		1.05160047%		151,457.27	1.05160047%	159,272.54
07/01/24	(61,036.51)	1.05138686%	(64,172.98)	61,036.51	1.05138686%	64,172.98
07/17/24		1.05024834%		107,745.30	1.05024834%	113,159.32
07/21/24	(14,620,404.95)	1.04996390%	(15,350,897.45)	14,620,404.95	1.04996390%	15,350,897.45
08/01/24	(59,636.79)	1.04925315%	(62,574.09)	59,636.79	1.04925315%	62,574.09
08/22/24		1.04776212%		578,815.01	1.04776212%	606,460.44
09/03/24	(58,845.25)	1.04698196%	(61,609.91)	58,845.25	1.04698196%	61,609.91
09/04/24		1.04691106%		77,272.65	1.04691106%	80,897.59
09/18/24		1.04591903%		4,869,635.00	1.04591903%	5,093,243.91
10/01/24	(47,037.94)	1.04499870%	(49,154.59)	47,037.94	1.04499870%	49,154.59
11/01/24	(34,511.20)	1.04287795%	(35,990.97)	34,511.20	1.04287795%	35,990.97

Arbitrage Compliance Specialists, Inc.

PAR \$35,000,000.00
Report 05th Year Arbitrage Rebate Calculation
Period 07/21/21 to 07/21/26

EXHIBIT 3
Control # 10.00
Page 3 of 3

Proof of Investment Yield

Period Ending	Investments	Value Factor	Value	Proceeds	Value Factor	Value
11/18/24		1.04167810%		44,662.79	1.04167810%	46,524.25
12/02/24	(31,956.57)	1.04069103%	(33,256.92)	31,956.57	1.04069103%	33,256.92
01/02/25	(31,852.09)	1.03857902%	(33,080.91)	31,852.09	1.03857902%	33,080.91
01/24/25		1.03703294%		235,388.14	1.03703294%	244,105.25
02/03/25	(30,645.40)	1.03640111%	(31,760.93)	30,645.40	1.03640111%	31,760.93
03/03/25	(26,937.07)	1.03429781%	(27,860.95)	26,937.07	1.03429781%	27,860.95
03/31/25		1.03240849%		646,353.45	1.03240849%	667,300.79
04/01/25	(29,676.10)	1.03233858%	(30,635.78)	29,676.10	1.03233858%	30,635.78
04/04/25		1.03212888%		92,778.34	1.03212888%	95,759.20
04/17/25		1.03122069%		2,335,692.00	1.03122069%	2,408,613.90
04/23/25		1.03080179%		36,465.00	1.03080179%	37,588.19
05/01/25	(22,908.40)	1.03024352%	(23,601.23)	22,908.40	1.03024352%	23,601.23
06/02/25	(19,494.13)	1.02808309%	(20,041.59)	19,494.13	1.02808309%	20,041.59
07/01/25	(18,805.30)	1.02606615%	(19,295.48)	18,805.30	1.02606615%	19,295.48
08/01/25	(19,887.53)	1.02398382%	(20,364.51)	19,887.53	1.02398382%	20,364.51
09/02/25	(20,316.47)	1.02183652%	(20,760.11)	20,316.47	1.02183652%	20,760.11
10/01/25	(19,369.66)	1.01983184%	(19,753.80)	19,369.66	1.01983184%	19,753.80
11/03/25	(19,790.18)	1.01762433%	(20,138.97)	19,790.18	1.01762433%	20,138.97
12/01/25	(18,399.04)	1.01569668%	(18,687.84)	18,399.04	1.01569668%	18,687.84
01/02/26	(18,194.02)	1.01356676%	(18,440.85)	18,194.02	1.01356676%	18,440.85
01/08/26	(3.70)	1.01315504%	(3.75)	3.70	1.01315504%	3.75
02/02/26	(17,700.52)	1.01150980%	(17,904.25)	17,700.52	1.01150980%	17,904.25
03/02/26	(15,873.91)	1.00945701%	(16,024.03)	15,873.91	1.00945701%	16,024.03
04/01/26	(17,506.46)	1.00747661%	(17,637.35)	17,506.46	1.00747661%	17,637.35
04/24/26		1.00590871%		30,051.08	1.00590871%	30,228.64
05/01/26	(16,899.31)	1.00543201%	(16,991.11)	16,899.31	1.00543201%	16,991.11
06/01/26	(17,228.40)	1.00339156%	(17,286.83)	17,228.40	1.00339156%	17,286.83
07/21/26		1.00000000%		6,274,940.45	1.00000000%	6,274,940.45
	(51,563,859.68)		(56,938,200.10)	53,618,917.86		56,938,200.10

PAR \$35,000,000.00
Report 05th Year Arbitrage Rebate Calculation
Period 07/21/21 to 07/21/26

EXHIBIT 4
Control # 10.00
Page 1 of 2

Investment Detail - Construction Fund - Bank of Oklahoma - 2400-0001009.3

Investments (7/21/21 - 7/21/24)					Investments (7/21/21 - 7/21/24)					Investments (7/21/21 - 7/21/24)				
Net 1,453,409.22					Yield 2.13612267%									
Date	100% \$	Type	Alloc. %	Alloc. \$	Date	100% \$	Type	Alloc. %	Alloc. \$	Date	100% \$	Type	Alloc. %	Alloc. \$
07/21/21	(34,795,500.00)	Transfer In	100.00000%	(34,795,500.00)	07/21/22	2,375.00	Maturity	100.00000%	2,375.00	06/01/23	(66,416.55)	Principal	100.00000%	(66,416.55)
08/02/21	(57.82)	Principal	100.00000%	(57.82)	08/01/22	(24,140.58)	Principal	100.00000%	(24,140.58)	06/01/23	66,416.55	Interest	100.00000%	66,416.55
08/02/21	57.82	Interest	100.00000%	57.82	08/01/22	24,140.58	Interest	100.00000%	24,140.58	06/07/23	136,731.31	Maturity	100.00000%	136,731.31
09/01/21	(179.21)	Principal	100.00000%	(179.21)	08/09/22	727,104.26	Maturity	100.00000%	727,104.26	06/27/23	95,826.88	Maturity	100.00000%	95,826.88
09/01/21	179.21	Interest	100.00000%	179.21	08/12/22	1,953,867.70	Maturity	100.00000%	1,953,867.70	07/03/23	(63,118.69)	Principal	100.00000%	(63,118.69)
10/01/21	(157.62)	Principal	100.00000%	(157.62)	09/01/22	(32,077.88)	Principal	100.00000%	(32,077.88)	07/03/23	63,118.69	Interest	100.00000%	63,118.69
10/01/21	157.62	Interest	100.00000%	157.62	09/01/22	32,077.88	Interest	100.00000%	32,077.88	08/01/23	(66,326.38)	Principal	100.00000%	(66,326.38)
11/01/21	(162.88)	Principal	100.00000%	(162.88)	09/09/22	389,650.57	Maturity	100.00000%	389,650.57	08/01/23	66,326.38	Interest	100.00000%	66,326.38
11/01/21	162.88	Interest	100.00000%	162.88	09/15/22	951,646.78	Maturity	100.00000%	951,646.78	08/11/23	167,638.82	Maturity	100.00000%	167,638.82
12/01/21	(157.63)	Principal	100.00000%	(157.63)	09/16/22	2,375.00	Maturity	100.00000%	2,375.00	09/01/23	(68,057.10)	Principal	100.00000%	(68,057.10)
12/01/21	157.63	Interest	100.00000%	157.63	10/03/22	(32,697.98)	Principal	100.00000%	(32,697.98)	09/01/23	68,057.10	Interest	100.00000%	68,057.10
12/14/21	(6.96)	Principal	100.00000%	(6.96)	10/03/22	32,697.98	Interest	100.00000%	32,697.98	09/26/23	151,655.12	Maturity	100.00000%	151,655.12
12/14/21	6.96	Interest	100.00000%	6.96	10/13/22	(2,375.00)	Principal	100.00000%	(2,375.00)	10/02/23	(64,703.45)	Principal	100.00000%	(64,703.45)
01/03/22	(209.72)	Principal	100.00000%	(209.72)	10/26/22	326,340.46	Maturity	100.00000%	326,340.46	10/02/23	64,703.45	Interest	100.00000%	64,703.45
01/03/22	209.72	Interest	100.00000%	209.72	11/01/22	(40,737.13)	Principal	100.00000%	(40,737.13)	10/10/23	116,792.28	Maturity	100.00000%	116,792.28
02/01/22	(164.75)	Principal	100.00000%	(164.75)	11/01/22	40,737.13	Interest	100.00000%	40,737.13	10/16/23	(116,792.28)	Principal	100.00000%	(116,792.28)
02/01/22	164.75	Interest	100.00000%	164.75	12/01/22	(49,118.94)	Principal	100.00000%	(49,118.94)	10/24/23	14,844.38	Maturity	100.00000%	14,844.38
03/01/22	(147.12)	Principal	100.00000%	(147.12)	12/01/22	49,118.94	Interest	100.00000%	49,118.94	10/25/23	116,792.28	Maturity	100.00000%	116,792.28
03/01/22	147.12	Interest	100.00000%	147.12	01/03/23	(56,409.08)	Principal	100.00000%	(56,409.08)	10/31/23	(14,844.38)	Principal	100.00000%	(14,844.38)
04/01/22	(171.27)	Principal	100.00000%	(171.27)	01/03/23	56,409.08	Interest	100.00000%	56,409.08	11/01/23	(52,321.75)	Principal	100.00000%	(52,321.75)
04/01/22	171.27	Interest	100.00000%	171.27	01/12/23	164,896.92	Maturity	100.00000%	164,896.92	11/01/23	67,166.13	Interest	100.00000%	67,166.13
05/02/22	(157.63)	Principal	100.00000%	(157.63)	02/01/23	(59,841.59)	Principal	100.00000%	(59,841.59)	12/01/23	(65,091.28)	Principal	100.00000%	(65,091.28)
05/02/22	157.63	Interest	100.00000%	157.63	02/01/23	59,841.59	Interest	100.00000%	59,841.59	12/01/23	65,091.28	Interest	100.00000%	65,091.28
06/01/22	(9,737.37)	Principal	100.00000%	(9,737.37)	03/01/23	(57,368.77)	Principal	100.00000%	(57,368.77)	01/02/24	(66,937.62)	Principal	100.00000%	(66,937.62)
06/01/22	9,737.37	Interest	100.00000%	9,737.37	03/01/23	57,368.77	Interest	100.00000%	57,368.77	01/02/24	66,937.62	Interest	100.00000%	66,937.62
06/01/22	9,722,749.44	Maturity	100.00000%	9,722,749.44	03/15/23	250,579.27	Maturity	100.00000%	250,579.27	01/29/24	319,465.49	Maturity	100.00000%	319,465.49
06/16/22	406,432.19	Maturity	100.00000%	406,432.19	03/22/23	65,696.30	Maturity	100.00000%	65,696.30	02/01/24	(66,444.72)	Principal	100.00000%	(66,444.72)
06/17/22	1,005,138.00	Maturity	100.00000%	1,005,138.00	04/03/23	(64,421.71)	Principal	100.00000%	(64,421.71)	02/01/24	66,444.72	Interest	100.00000%	66,444.72
06/22/22	482,780.50	Maturity	100.00000%	482,780.50	04/03/23	64,421.71	Interest	100.00000%	64,421.71	02/23/24	216,738.70	Maturity	100.00000%	216,738.70
07/01/22	(15,222.07)	Principal	100.00000%	(15,222.07)	04/12/23	688,499.60	Maturity	100.00000%	688,499.60	03/01/24	(61,104.70)	Principal	100.00000%	(61,104.70)
07/01/22	15,222.07	Interest	100.00000%	15,222.07	05/01/23	(63,188.74)	Principal	100.00000%	(63,188.74)	03/01/24	61,104.70	Interest	100.00000%	61,104.70
07/13/22	999,264.60	Maturity	100.00000%	999,264.60	05/01/23	63,188.74	Interest	100.00000%	63,188.74	03/25/24	220,042.80	Maturity	100.00000%	220,042.80
07/21/22	(2,375.00)	Principal	100.00000%	(2,375.00)	05/16/23	751,504.78	Maturity	100.00000%	751,504.78	04/01/24	(64,556.77)	Principal	100.00000%	(64,556.77)

PAR \$35,000,000.00
Report 05th Year Arbitrage Rebate Calculation
Period 07/21/21 to 07/21/26

EXHIBIT 4
Control # 10.00
Page 2 of 2

Investment Detail - Construction Fund - Bank of Oklahoma - 2400-0001009.3

Investments (7/21/21 - 7/21/24)					Investments (7/21/24 - 7/21/26)					Investments (7/21/24 - 7/21/26)				
					Net	601,648.96	Yield 3.96697280%							
Date	100% \$	Type	Alloc. %	Alloc. \$	Date	100% \$	Type	Alloc. %	Alloc. \$	Date	100% \$	Type	Alloc. %	Alloc. \$
04/01/24	64,556.77	Interest	100.000000%	64,556.77	07/21/24	(14,579,932.74)	Balance Start	100.000000%	(14,579,932.74)	06/02/25	19,494.13	Interest	100.000000%	19,494.13
04/11/24	125,321.60	Maturity	100.000000%	125,321.60	07/21/24	(40,472.21)	Accrued I	100.000000%	(40,472.21)	07/01/25	(18,805.30)	Principal	100.000000%	(18,805.30)
05/01/24	(61,576.90)	Principal	100.000000%	(61,576.90)	08/01/24	(59,636.79)	Principal	100.000000%	(59,636.79)	07/01/25	18,805.30	Interest	100.000000%	18,805.30
05/01/24	61,576.90	Interest	100.000000%	61,576.90	08/01/24	59,636.79	Interest	100.000000%	59,636.79	08/01/25	(19,887.53)	Principal	100.000000%	(19,887.53)
05/16/24	63,194.63	Maturity	100.000000%	63,194.63	08/22/24	463,880.06	Maturity	100.000000%	463,880.06	08/01/25	19,887.53	Interest	100.000000%	19,887.53
06/03/24	(63,865.76)	Principal	100.000000%	(63,865.76)	08/22/24	114,934.95	Maturity	100.000000%	114,934.95	09/02/25	(20,316.47)	Principal	100.000000%	(20,316.47)
06/03/24	63,865.76	Interest	100.000000%	63,865.76	09/03/24	(58,845.25)	Principal	100.000000%	(58,845.25)	09/02/25	20,316.47	Interest	100.000000%	20,316.47
06/14/24	91,410.15	Maturity	100.000000%	91,410.15	09/03/24	58,845.25	Interest	100.000000%	58,845.25	10/01/25	(19,369.66)	Principal	100.000000%	(19,369.66)
06/25/24	759,503.31	Maturity	100.000000%	759,503.31	09/04/24	77,272.65	Maturity	100.000000%	77,272.65	10/01/25	19,369.66	Interest	100.000000%	19,369.66
06/26/24	3,984.86	Maturity	100.000000%	3,984.86	09/18/24	4,869,635.00	Maturity	100.000000%	4,869,635.00	11/03/25	(19,790.18)	Principal	100.000000%	(19,790.18)
06/28/24	151,457.27	Maturity	100.000000%	151,457.27	10/01/24	(47,037.94)	Principal	100.000000%	(47,037.94)	11/03/25	19,790.18	Interest	100.000000%	19,790.18
07/01/24	(61,036.51)	Principal	100.000000%	(61,036.51)	10/01/24	47,037.94	Interest	100.000000%	47,037.94	12/01/25	(18,399.04)	Principal	100.000000%	(18,399.04)
07/01/24	61,036.51	Interest	100.000000%	61,036.51	11/01/24	(34,511.20)	Principal	100.000000%	(34,511.20)	12/01/25	18,399.04	Interest	100.000000%	18,399.04
07/17/24	107,745.30	Maturity	100.000000%	107,745.30	11/01/24	34,511.20	Interest	100.000000%	34,511.20	01/02/26	(18,194.02)	Principal	100.000000%	(18,194.02)
07/21/24	40,472.21	Accrued I	100.000000%	40,472.21	11/18/24	44,662.79	Maturity	100.000000%	44,662.79	01/02/26	18,194.02	Interest	100.000000%	18,194.02
07/21/24	14,579,932.74	Balance End	100.000000%	14,579,932.74	12/02/24	(31,956.57)	Principal	100.000000%	(31,956.57)	01/08/26	(3.70)	Principal	100.000000%	(3.70)
					12/02/24	31,956.57	Interest	100.000000%	31,956.57	01/08/26	3.70	Interest	100.000000%	3.70
					01/02/25	(31,852.09)	Principal	100.000000%	(31,852.09)	02/02/26	(17,700.52)	Principal	100.000000%	(17,700.52)
					01/02/25	31,852.09	Interest	100.000000%	31,852.09	02/02/26	17,700.52	Interest	100.000000%	17,700.52
					01/24/25	235,388.14	Maturity	100.000000%	235,388.14	03/02/26	(15,873.91)	Principal	100.000000%	(15,873.91)
					02/03/25	(30,645.40)	Principal	100.000000%	(30,645.40)	03/02/26	15,873.91	Interest	100.000000%	15,873.91
					02/03/25	30,645.40	Interest	100.000000%	30,645.40	04/01/26	(17,506.46)	Principal	100.000000%	(17,506.46)
					03/03/25	(26,937.07)	Principal	100.000000%	(26,937.07)	04/01/26	17,506.46	Interest	100.000000%	17,506.46
					03/03/25	26,937.07	Interest	100.000000%	26,937.07	04/24/26	30,051.08	Maturity	100.000000%	30,051.08
					03/31/25	646,353.45	Maturity	100.000000%	646,353.45	05/01/26	(16,899.31)	Principal	100.000000%	(16,899.31)
					04/01/25	(29,676.10)	Principal	100.000000%	(29,676.10)	05/01/26	16,899.31	Interest	100.000000%	16,899.31
					04/01/25	29,676.10	Interest	100.000000%	29,676.10	06/01/26	(17,228.40)	Principal	100.000000%	(17,228.40)
					04/04/25	92,778.34	Maturity	100.000000%	92,778.34	06/01/26	17,228.40	Interest	100.000000%	17,228.40
					04/17/25	2,335,692.00	Maturity	100.000000%	2,335,692.00	07/21/26	16,822.26	Accrued I	100.000000%	16,822.26
					04/23/25	36,465.00	Maturity	100.000000%	36,465.00	07/21/26	11,823.47	Accrued I	100.000000%	11,823.47
					05/01/25	(22,908.40)	Principal	100.000000%	(22,908.40)	07/21/26	6,246,294.72	Balance End	100.000000%	6,246,294.72
					05/01/25	22,908.40	Interest	100.000000%	22,908.40					
					06/02/25	(19,494.13)	Principal	100.000000%	(19,494.13)					

PAR \$35,000,000.00
Report 05th Year Arbitrage Rebate Calculation
Period 07/21/21 to 07/21/26

EXHIBIT 5
Control # 10.00
Page 1 of 1

Calculation Credits		
Period	07/21/21 to 07/21/26	
Date	Transaction Type	Amount
07/21/22	Computation Date	(1,830.00)
07/21/23	Computation Date	(1,960.00)
07/21/24	Computation Date	(2,070.00)
07/21/25	Computation Date	(2,120.00)
07/21/26	Computation Date	(2,170.00)

City Council / Public Works Authority**5. G. 1.****Meeting Date:** 09/14/2026**Submitted For:** Christy Batterson, Director, Housing and Community Resources
Email: Christy.Batterson@edmondok.gov , Phone: 405-359-4694**Submitted By:** Julianna McCullough, Grant Administration Coordinator, Housing and Community Resources**Ward:** Citywide**City Council Strategic Plan:** Maintaining Our Foundation of Excellence

Item

Consideration of Approval of a Budget Amendment for a Supplemental Appropriation from the OK Opioid Abatement Grant Fund Reserves to the Current OK Opioid Abatement Grant Fund Budget to Repay Unspent Grant Funds; \$6,018.89. (Citywide)

Background

The Opioid Abatement Grant program is a program created by the Oklahoma Attorney General to promote and protect the health of Oklahomans by providing funding for treatment and recovery programs, assistance with co-occurring disorders and mental health issues and opioid abuse education and prevention.

The City of Edmond received an Opioid Abatement Grant in 2024 to support local nonprofits in addressing mental health care for juveniles at risk of substance abuse. The grant supported implementation of in-school emotional and life skills programs to help children at risk of substance abuse improve their ability to regulate emotions and resist drugs and alcohol, a strategy informed by a citywide mental health assessment conducted in 2022.

The City initially received a grant award in the amount of \$93,691.01 that was paid in advance. As of the end of the grant period on 6/30/2026, the City had distributed \$87,672.12 to local partners carrying out the prevention programming. Due to unforeseen organizational and implementation challenges, some planned activities were unable to be completed within the grant period, resulting in \$6,018.89 in unexpended grant funds, which now need to be returned to the Oklahoma Attorney General.

This budget amendment moves the amount of unspent grant funds received from the OK Opioid Abatement Grant Reserves to the current fiscal year OK Opioid Abatement Grant budget to allow us to complete the repayment.

Per the grant requirements from the Oklahoma Attorney General, the closeout and return of unspent funds must be completed within 90 days of the end of the grant period. As the grant period ended 6/30/2026, the closeout and repayment of funds must be completed prior to 9/30/2026.

Time Frame

Will take effect immediately after approval.

Issue

Approval needed to proceed with repayment of grant funds.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notification

Posted City Council agenda.

Fiscal Impact

Amount: \$6,018.89

Account: FROM: 227235 OK Opioid Abatement Grant - Reserves

Additional Information:

The funds to repay the unspent grant funds will come from the OK Opioid Abatement Grant reserves; after payment of the \$6,018.89, the OK Opioid Abatement Grant reserve balance will be \$7,359.41.

Amount: \$6,018.89

Account: TO: 227235-8361 OK Opioid Abatement Grant - Contract Services

Additional Information:

City Council / Public Works Authority**5. G. 2.****Meeting Date:** 09/14/2026**Submitted For:** Christy Batterson, Director, Housing and Community Resources
Email: Christy.Batterson@edmondok.gov , Phone: 405-359-4694**Submitted By:** Julianna McCullough, Grant Administration Coordinator, Housing and Community Resources**Ward:** Citywide**City Council Strategic Plan:** Maintaining Our Foundation of Excellence

Item

Consideration of Approval of Opioid Abatement Grant Closeout and Return of \$6,018.89 in Unspent Grant Funds. (Citywide)

Background

The Opioid Abatement Grant program is a program created by the Oklahoma Attorney General to promote and protect the health of Oklahomans by providing funding for treatment and recovery programs, assistance with co-occurring disorders and mental health issues and opioid abuse education and prevention.

The City of Edmond received an Opioid Abatement Grant in 2024 to support local nonprofits in addressing mental health care for juveniles at risk of substance abuse. The grant supported implementation of in-school emotional and life skills programs to help children at risk of substance abuse improve their ability to regulate emotions and resist drugs and alcohol, a strategy informed by a citywide mental health assessment conducted in 2022.

The City initially received a grant award in the amount of \$93,691.01 that was paid in advance. As of the end of the grant period on 6/30/2026, the City had distributed \$87,672.12 to local partners carrying out the prevention programming. Due to unforeseen organizational and implementation challenges, some planned activities were unable to be completed within the grant period, resulting in \$6,018.89 in unexpended grant funds, which now need to be returned to the Oklahoma Attorney General.

Once we return the unused grant funds, we will be able to get our formal grant closeout approved.

Per the grant requirements from the Oklahoma Attorney General, the closeout and return of unspent funds must be completed within 90 days of the end of the grant period. As the grant period ended 6/30/2026, the closeout and repayment of funds must be completed prior to 9/30/2026.

Time Frame

Payment to be made upon approval.

Issue

Need to return unspent grant funds in order to closeout our grant.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notifications

Posted City Council Agenda.

Fiscal Impact

Amount: \$6,018.89

Account: 227235-8361 OK Opioid Abatement Grant - Contract Services

Additional Information :

The funds to repay the unspent grant funds will come from the OK Opioid Abatement Grant reserves; after payment of the \$6,018.89, the OK Opioid Abatement Grant reserve balance will be \$7,359.41.

Attachments

Grant Closeout Form

Return of Unspent Funds Form



Oklahoma Office of the Attorney General

Opioid Abatement Board
313 N. E. 21st Street
Oklahoma City, OK 73105

Opioid Abatement Grant Closeout Notification Form

Grantee Information

Grantee Name	City of Edmond	
Award Number	OAB-24-022	
Award Period of Performance	Start Date: 07/01/2024	End Date: 06/30/2024

Financial Summary

Total Award Amount	\$124,894.68
Total Funds Received	\$93,691.01
Total Funds Spent	\$87,672.12
Total Funds Returned (if applicable)	\$6,018.89

Performance & Compliance Certification

Awardee certifies that:

- A. All funded activities and expenditures were completed in accordance with the approved application, implementation plan, and grant agreement.
- B. All required reports (financial, narrative, and audit) have been submitted, and OAG has reviewed the documentation and determined it sufficient for closeout.
- C. All grant funds used are allowable expenditures under Political Subdivisions Opioid Abatement Grant Act, 74 O.S. §§ 30.3-30.8 and the executed Opioid Abatement Grant Award Agreement.
- D. Unused grant funds have been returned to the Oklahoma Attorney General's office, if applicable.

For questions regarding compliance, please contact grants@oag.ok.gov.

Records Retention

Awardee acknowledges and agrees that it must retain all records related to this award for seven (7) years from the date of closeout. If an audit, litigation, or other action is initiated before the end of this retention period, records must be retained until two (2) years after all issues are fully resolved, or until the end of the seven (7) year period — whichever is later.

The State, State Auditor & Inspector and their representatives are entitled to reasonable access to these records upon request.

Acknowledgement and Signatures

By signing below, both parties acknowledge that the information provided is accurate to the best of their knowledge and that the grant is officially closed.

Grantee Authorized Representative

Name	Title	Signature	Date

OAG Authorized Representative

Name	Title	Signature	Date



Oklahoma Office of the Attorney General

Opioid Abatement Board

313 N. E. 21st Street

Oklahoma City, OK 73105

Pursuant to your fully executed OPIOID ABATEMENT GRANT AWARD AGREEMENT, Section 20. a., "At the conclusion of the Period of Performance or termination, as applicable, Recipient shall promptly return to State any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to State."

Opioid Abatement Grant Return of Unspent Funds

Grantee Name and Address

City of Edmond

PO Box 2970

Edmond, OK 73083

Grantee Contact Information

Name: Christy Batterson

Phone #: 405-359-4694

Email address: Christy.batterson@edmondok.gov

Grant Award Number

OAB-24-022

Total Award Amount	Total Amount Expended	Unspent Balance
\$93,691.01	\$87,672.12	\$6,018.89

Check or Wire Transfer #	Check or Transfer Amount <i>*must equal unspent balance*</i>	Check or Transfer Date
	\$6,018.89	

Reason for return:

By completing this form, I acknowledge that the unspent balance listed above is accurate, final, and that all required reporting and documentation has been submitted.

Authorized Official Signature

Date

To return unspent opioid abatement grant funds by check, mail the completed Return of Unspent Funds form and a check to the address listed above.

To return by wire transfer, use the information below and email this form immediately upon transaction completion to jill.nichols@oag.ok.gov and grants@oag.ok.gov.

Bank Name: JP Morgan Chase
100 N. Broadway
Oklahoma City, OK 73102

Type of Acct: Checking

Account Name:

Oklahoma State Treasurer

City Council / Public Works Authority

7. A.

Meeting Date: 09/14/2026

Submitted For: Kory Atcuson-Coley, City Clerk, City Clerk's Office
Email: Kory.Atcuson-Coley@edmondok.gov , Phone: 405-359-4555

Submitted By: Kory Atcuson-Coley, City Clerk, City Clerk's Office

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of Public Works Authority Regular Meeting Minutes: August 24, 2026.
(Citywide)

Background

Time Frame

Issue

Recommendations

Action Needed

Public Notification

Attachments

20260824PWA

Edmond Public Works Authority Minutes - August 24, 2026

Regular Meeting

Chairperson Nash called the regular meeting of the Edmond Public Works Authority to order on Monday, August 24, 2026, in the City Council Chamber at City Hall, located at 22 East Main Street in Edmond, Oklahoma. Public notice of the date, time, and place for this meeting was provided in the Edmond Public Works Authority 2026 Schedule of Regular Meetings, filed with the Edmond City Clerk on September 9, 2025, at 8:00 AM. The date, time, place, and agenda for this meeting was also posted on the City of Edmond's website and at City Hall on August 20, 2026, at 10:48 AM. Written notice of the date, time, place, and agenda of the regular meeting was delivered to those requesting notice on August 20, 2026, at 11:02 AM.

PRESENT: Chairperson Nash, Trustees Fraim, Moore, Murdock Nichols, and Watterson

ABSENT: None

7. Public Works Authority General Consent Items:

- A. Consideration of Approval of Public Works Authority Regular Meeting Minutes: August 10, 2026.**
- B. Consideration of Approval of a Joint Resolution of the City of Edmond and Edmond Public Works Authority No. 07-26 Approving and Adopting a General and Operating and Edmond Public Works Authority Funds Investment Policy to Supersede the General and Operating and Edmond Public Works Authority Funds Investment Policy Adopted December 20, 2013; Directing the City Clerk to File, Post, and Distribute; And Providing an Effective Date.**
- C. Consideration of Approval to Purchase an Additional Power Switchgear Building and Equipment for Gower Substation; \$1,866,380.00.**
- D. Consideration of Acceptance of Updated Costs for Three (3) 138KV Circuit Switchers and Purchase of Three (3) Additional Circuit Switchers for Edmond Electric: \$518,101.20.**
- E. Consideration of Acceptance of Bid and Authorizing the Chairman to Execute an Agreement for Bradbury Corner Stormwater Infrastructure Improvements; \$449,106.35.**
- F. Consideration of Approval of Professional Service Contract Amendment No. 1 with Freese and Nichols, Inc. for the Chisholm Creek Lift Station Odor Control Project (SS25-00001); \$321,545.00 Increase.**
- G. Consideration of Approval of Payment of the Function Space License Agreement for the Hotel Conference Center; \$250,000.00.**
- H. Consideration of Approval of Change Order No. 3 to the Construction Contract with Cimarron Construction Company for the WC23-00002 - Water Well Transmission Lines - Well 38 Project; \$11,472.00 Increase.**

Chairperson Nash asked if any Trustee wished to pull any of the eight items under Edmond Public Works Authority General Consent for separate discussion and/or action. Chairperson Nash stated that agenda item 7.G. would be considered separately.

Motion by Trustee Watterson, seconded by Trustee Murdock Nichols, to approve agenda items 7.A. through 7.H., excluding agenda item 7.G., under Edmond Public Works Authority General Consent. Motion carried as follows:

YES: Chairperson Nash, Trustees Fraim, Moore, Murdock Nichols, and Watterson

NO: None

8. Public Works Authority Discussion and Consideration Items:

A. Consideration of Public Works Authority General Consent Agenda Items Pulled for Separate Discussion and/or Action.

Motion by Trustee Watterson, seconded by Trustee Fraim, to approve agenda item 7.G. Motion carried as follows:

YES: Chairperson Nash, Trustees Fraim, Moore, Murdock Nichols, and Watterson

NO: None

B. Consideration of Acceptance of Bid and Approval of Agreement for SS24-00007 Coffee Creek Water Resource Recovery Facility (WRRF) Clarifier Rehabilitation and Filter Splitter Box Improvements; \$14,988,038.00.

Kris Neifing, Director of Water Resources, provided general information and answered questions from members of the Edmond Public Works Authority regarding agenda item 8.B.

Motion by Trustee Watterson, seconded by Trustee Moore, to approve agenda item 8.B. Motion carried as follows:

YES: Chairperson Nash, Trustees Fraim, Moore, Murdock Nichols, and Watterson

NO: None

C. Discussion and Consideration of the Second Amended and Restated Development and Financing Assistance Agreement with 103 Broadway, LLC and 18 W Hurd, to Induce and Support a Mixed-Use Development at the Northwest Corner of Broadway and Hurd in Downtown Edmond to Provide for Assistance in Development Financing to 103 Broadway, LLC and 18 W Hurd.

Leana Dozier, Economic Development Program Manager, provided general information and answered questions from members of the Edmond Public Works Authority regarding agenda item 8.C.

Motion by Trustee Murdock Nichols, seconded by Trustee Moore, to approve agenda item 8.C. Motion carried as follows:

YES: Chairperson Nash, Trustees Fraim, Moore, Murdock Nichols, and Watterson

NO: None

9. Recess of the Edmond Public Works Authority Meeting.

Motion by Trustee Moore, seconded by Trustee Fraim, to recess the Edmond Public Works Authority meeting. Motion carried as follows:

YES: Chairperson Nash, Trustees Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Chairperson Nash reconvened the Edmond Public Works Authority meeting.

13. Edmond Public Works Authority Executive Sessions and Action Items:

- A. Enter into Executive Session on Advice of the City Attorney to Discuss Pending Claim or Action Regarding the Ground Lease, Development Agreement, Subordinated Loan and Security Agreement, and Promissory Notes related to the Hotel Conference Center Project, as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(4) because Disclosure Would Seriously Impair the Ability of the Public Body to Process the Claim or Conduct a Pending Investigation, Litigation or Proceeding in the Public Interest.**

Motion by Trustee Moore, seconded by Trustee Fraim, to go into executive session for agenda item 13.A. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Motion by Trustee Watterson, seconded by Trustee Moore, to leave executive session. Motion carried as follows:

YES: Mayor Nash, Councilmember Fraim, Moore, Murdock Nichols, and Watterson

NO: None

14. Adjournment of the Edmond Public Works Authority Meeting.

Motion by Trustee Moore, seconded by Trustee Watterson, to adjourn the Edmond Public Works Authority meeting. Motion carried as follows:

YES: Chairperson Nash, Trustees Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Secretary

Chairperson

City Council / Public Works Authority**8. B.****Meeting Date:** 09/14/2026**Submitted For:** Keith Stewart, Director, Public Works

Email: Keith.Stewart@edmondok.gov , Phone: 405-216-7770

Submitted By: Sara Cobb, Director, Information Technology**Ward:** Citywide**City Council Strategic Plan:** Fiscal Diligence

Item

Consideration of Approval of Waiver of Competitive Bids and Approval of Sole Provider Purchase of Landis+Gyr Products from Border States Industries, Inc; Not to Exceed \$600,000.00. (Citywide)

Background

In October 2019, the City Council approved the purchase of hardware, software, and related services from Landis+Gyr Technology, Inc. for the City's Smart Meter Project, to include electric meters, water interpreters and supporting network equipment, including, but not limited to routers, gateways, radios and antennas programmed to work within the Mesh IP framework of the Smart Meter infrastructure.

Border States Industries, Inc is the exclusive-authorized distributor of Landis+Gyr products for the public power and municipal utilities in Oklahoma. Therefore, the purchase of the above-mentioned equipment and materials must be purchased through Border States Industries, Inc. Additional meters, interpreters and appurtenances are required to support new development and maintain the city's Smart Meter Project.

The Central Warehouse will purchase as inventory. Costs are then expensed to the appropriate department when the materials are issued and placed into service.

Time Frame

Equipment and materials will be purchased in Fiscal Year 2027.

Issue

Electric and Public Works must purchase Landis+Gyr water interpreters, electric meters and additional equipment and materials for new development and necessary maintenance from Border States Industries for use in the Smart Meter infrastructure. Anticipated expenditures for Fiscal Year 2027 total \$600,000.00:

- Water Interpreters estimated at \$300,000.00
- Electric meters, routers, gateways and other supporting equipment estimated at \$300,000.

Recommendations

Staff recommends approval.

Action Needed

Two actions are necessary to approve:

1. Motion to acknowledge evidence that there is only one vendor for this particular purchase and waiving competitive bids. (An affirmative vote of at least four members of the governing body is required to approve).
2. Motion to approve the purchase.

Public Notification

Posted Agenda.

Fiscal Impact

Amount: \$300,000.00

Account: 654000-1301 Field Services Inventory and 654331-8219 Field Services - Water Line Maint. Materials

Additional Information :

Budget Authority approved in Fiscal Year 2027 Annual Budget.

Amount: \$300,000.00

Account: 562000-1301 Electric Utility Inventory and 562032-8220 Electric Utility Electrical Materials

Additional Information :

Budget Authority approved in Fiscal Year 2027 Annual Budget.

City Council / Public Works Authority**8. C.****Meeting Date:** 09/14/2026**Submitted For:** Leana Dozier, Economic Development Program Manager, City Manager's Office

Email: leana.dozier@edmondok.gov , Phone: 405-359-4601

Submitted By: Leana Dozier, Economic Development Program Manager, City Manager's Office**Ward:** 1**City Council Strategic Plan:** Strategic Economic Growth

Item

Consideration of Approval of a Development and Financing Assistance Agreement with Hurd Courts, LLC., Supporting a Development at North Santa Fe Drive and W Hurd Street in Downtown Edmond and Providing Public Financial Assistance in an Amount Not to Exceed \$1,000,000.00. (Ward 1)

Background

The proposed development includes twenty-eight (28) rental townhomes and garage apartments and six (6) rental live-work townhomes containing small scale ground floor storefronts. This development represents an investment of approximately \$10,500,000, including land, building design and construction costs.

The Development and Financing Assistance Agreement details are as follows:

- The Commencement Deadline is June 30, 2027.
- The Completion Date is 24 months after commencement.
- Public Financial Assistance: Not to exceed \$1,000,000
 - Assistance in Development Financing:
 - ▣ \$400,000
 - Public Improvement Assistance:
 - ▣ \$600,000

Upon completion of construction, Developer shall receive annual payments in the amount of ninety percent (90%) of the Incremental Ad Valorem Taxes generated by the Development for Public Financial Assistance ending upon the earlier of when the date TIF 1 terminates pursuant to law or the maximum Public Improvements Assistance has been paid.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Project shall begin no later than June 30, 2027, and be completed prior to June 30, 2029.

Issue

Consideration of the Development and Financing Assistance Agreement to support the development.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve

Public Notification

Published Agenda

Attachments

Presentation

Hurd Courts Agreement

Agenda Item No. 8.C.

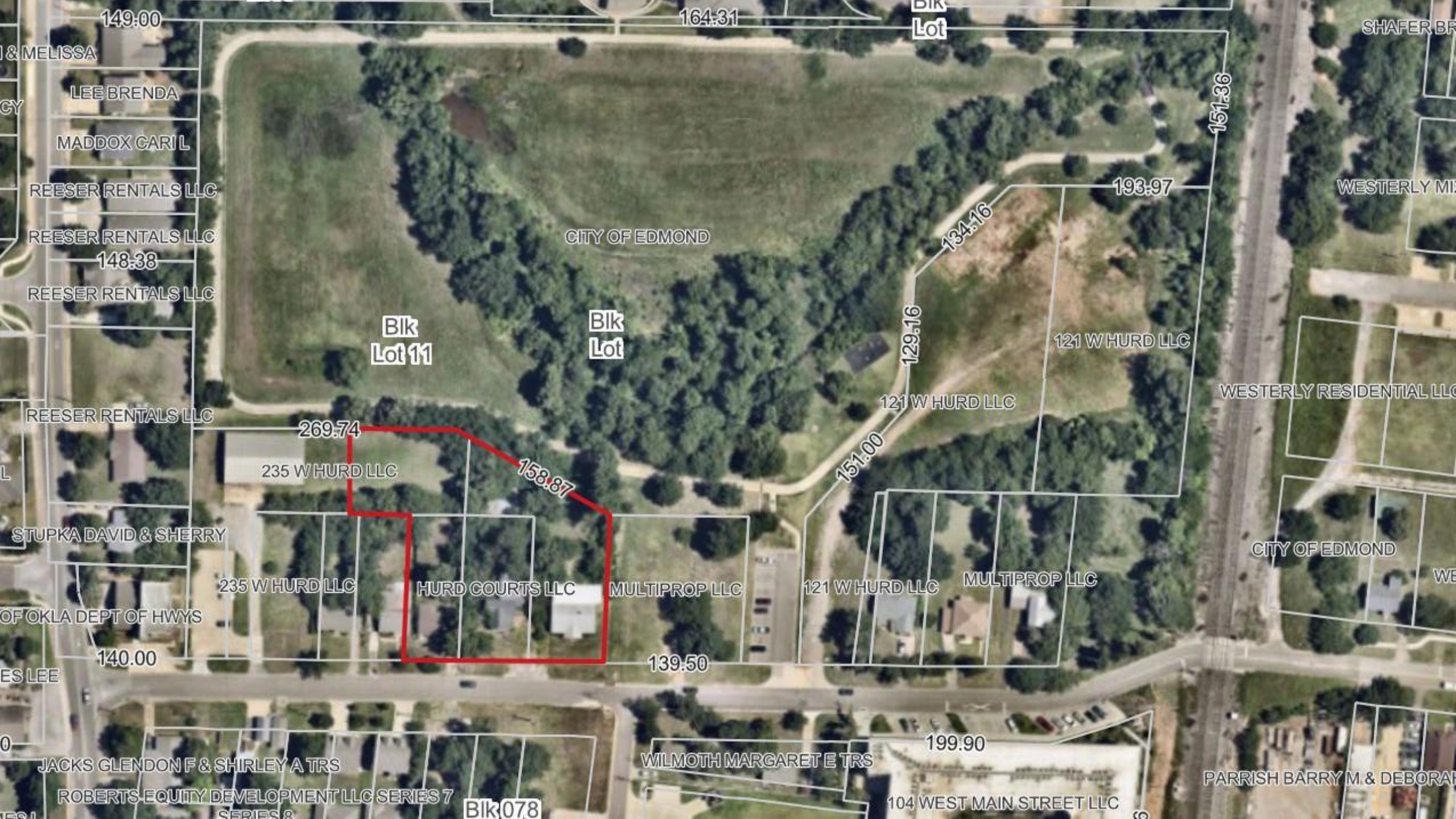
Discussion and Consideration of the Development and Financing Assistance Agreement with Hurd Courts, LLC., Supporting a Development at North Santa Fe Drive and West Hurd Street in Downtown Edmond and Providing Public Financial Assistance in an Amount not to exceed \$1,000,000.(Ward 1)

September 14, 2026

Leana Dozier, Economic Development Program Manager
(405) 359-4601 leana.dozier@edmondok.gov

Agreement Details

- The Commencement Deadline is June 30, 2027.
- The Completion Date is 24 months after commencement.
- Public Financial Assistance: Not to exceed \$1,000,000
 - Assistance in Development Financing: \$400,000
 - Public Improvement Assistance: \$600,000
- Upon completion of construction, Developer shall receive annual payments in the amount of ninety percent (90%) of the Incremental Ad Valorem Taxes generated by the Development for Public Financial Assistance ending upon the earlier of when the date TIF 1 terminates pursuant to law or the maximum Public Improvements Assistance has been paid.



149.00

164.31

Blk
Lot

SHAFFER BR

I & MELISSA

LEE BRENDA

MADDOX CARIL

REESER RENTALS LLC

REESER RENTALS LLC

148.38

REESER RENTALS LLC

CITY OF EDMOND

Blk
Lot 11

Blk
Lot

151.36

193.97

134.16

129.16

121 W HURD LLC

REESER RENTALS LLC

269.74

235 W HURD LLC

158.87

121 W HURD LLC

151.00

WESTERLY RESIDENTIAL LLC

STUPKA DAVID & SHERRY

235 W HURD LLC

HURD COURTS LLC

MULTIPROP LLC

121 W HURD LLC

MULTIPROP LLC

CITY OF EDMOND

OF OKLA DEPT OF HWYS

140.00

ES LEE

139.50

JACKS GLENDON F & SHIRLEY A TRS

ROBERTS EQUITY DEVELOPMENT LLC SERIES 7

SERIES 8

Blk 078

WILMOTH MARGARET E TRS

199.90

104 WEST MAIN STREET LLC

PARRISH BARRY M & DEBORAH







Recommendations

- Staff recommends approval.

Questions?

DEVELOPMENT AND FINANCING ASSISTANCE AGREEMENT:

HURD COURTS

by and between

THE EDMOND PUBLIC WORKS AUTHORITY

And

HURD COURTS, LLC.

_____, 2026

DEVELOPMENT AND FINANCING ASSISTANCE AGREEMENT:

This Development and Financing Assistance Agreement (“Agreement”) is made on or as of this _____ day of _____, 2026 (“Effective Date”), by and between the Edmond Public Works Authority (“EPWA”), a public trust having the City of Edmond (“City”) as its beneficiary, and HURD COURTS, LLC, an Oklahoma limited liability company (“Developer”) (EPWA and Developer, individually a “Party” or collectively, “Parties”).

Recitals:

- (a) The City seeks to promote the development and redevelopment of downtown Edmond and surrounding neighborhoods, and to that end has adopted the downtown Edmond Project Plan (“**Project Plan**”) and established Increment District No. 1, City of Edmond (“**TIF 1**”), pursuant to the Local Development Act, 62 O.S. §§ 850, *et seq.*
- (b) Developer owns certain real property located within TIF 1 near the intersection of West Hurd Street and North Santa Fe Drive, as more particularly described in Section 1.19 (“**Property**”):
- (c) The Parties desire to see that the Property is developed into an infill development pocket neighborhood consisting of 28 rental townhomes and garage apartments as well as six live-work townhomes containing small-scale storefronts in downtown Edmond (“**Development**”), as further described in Section 2.1 below, that the City anticipates will help catalyze major investment in the neighborhoods surrounding Downtown Edmond, promote higher density development and walkability, prepare for future public transit access, enhance the tax base, stimulate additional economic growth, improve the quality of life in the City, and, ultimately, strengthen the community.
- (d) In order to ensure the development is of the caliber and nature envisioned by the Project Plan, the Parties have determined that public financial assistance is necessary.
- (e) EPWA wishes to assist, encourage and support the Development by providing for economic development incentives and assistance in development financing (“**Assistance in Development Financing**”) toward the construction of public improvements and Development amenities necessary to encourage the highest quality development.
- (f) EPWA and Developer deem it appropriate to approve the execution of this Agreement, which provides for the implementation of the Development, and determine that such approval is in the best interests of the City, and the health, safety, and welfare of the City and its residents.

Agreement:

In consideration of the promises and mutual obligations herein set forth, the Parties hereby covenant and agree with each other as follows:

SECTION 1. DEFINITIONS. For purposes of this Agreement, each of the following terms shall have the meaning set forth in the foregoing recitals and herein, except as otherwise expressly provided or unless context requires otherwise. Wherever appropriate in this Agreement, a singular term shall be construed to mean the plural where necessary, and a plural term the singular.

- 1.1 Assistance in Development Financing.** That portion of Public Financial Assistance paid to Developer through contractual payments to compensate for costs incurred to secure new investment where those costs do not qualify as a cost for Public Improvements. The source of funds for Assistance in Development Financing shall be the Tax Increment Finance (TIF) Fund.
- 1.2 Commencement Date.** The date on which Commencement of Construction in fact occurs. The Commencement Date and the Commencement Deadline may be the same date.
- 1.3 Commencement Deadline.** The last date on which Commencement of Construction may occur in order for Developer to have satisfactorily performed its duties under this Agreement. For purposes of this Agreement, the Commencement Deadline shall be on or before June 30, 2027.
- 1.4 Commencement of Construction.** In order to satisfy the Commencement Deadline, all of the following events must occur respective to the associated portion of the Development:
- (a) All necessary engineering drawings approved by the City Engineer;
 - (b) The first building permit for the Development must be paid for and issued;
 - (c) Contract Administrator has verified satisfaction of the requirements listed in Section 1.4.
- 1.5 Completion.** In order to satisfy the Completion Deadline, all of the following events must occur for each respective portion of the Development as follows:
- (a) Certificate of Occupancy issued for all permitted buildings;
 - (b) Final Inspections completed on all public improvements.
 - (c) the Contract Administrator has verified satisfaction of the requirements listed in Section 1.5.
- 1.6 Contract Administrator.** The City Manager or designee.
- 1.7 Completion Date.** The date on which Completion of the Development in fact occurs. The Completion Date and the Completion Deadline may be the same date.
- 1.8 Completion Deadline.** The last date on which Completion may occur in order for Developer to have satisfactorily performed their duties under this Agreement. For purposes of this Agreement, the Completion Deadline shall be on or before the date which is twenty-four (24) months after the Commencement Date.
- 1.9 Design Documents.** Preliminary plans and specifications for the Development, consisting of drawings, floor plans, elevations, and other documents illustrating scale which demonstrate conformance with the descriptions included in Section 2 of this Agreement.
- 1.10 Development.** Includes buildings, structures, and Public Improvements described in Section 2 of this Agreement, in addition to the Property.
- 1.11 Development Costs.** All costs and expenses incurred in furtherance of the Development, regardless of whether a given expense is to be paid or reimbursed by Public Financial Assistance, including Hard Costs, Soft Costs, and the costs paid by Developer to acquire the Property. A preliminary estimate of total Development Costs is attached hereto as **Exhibit A** and incorporated herein.

- 1.12 Final Plat Acceptance.** The date on which City Council accepts the Final Record Plat for the Property.
- 1.13 Hard Costs.** The direct “brick and mortar” expenses associated with the physical construction of the Development, including Public Improvements.
- 1.14 Increment.** See Incremental Ad Valorem Taxes.
- 1.15 Incremental Ad Valorem Taxes.** Also referred to as “Increment”. The ad valorem tax revenues received by City and generated by the ad valorem assessments on the Property generated by Development, which is determined as follows: the ad valorem taxes paid on the Property for net assessed valuation in excess of the net assessed valuation of the Property for the 2020 ad valorem tax year.
- 1.16 Infrastructure Improvements.** See Public Improvements.
- 1.17 Permit Submission Deadline.** The last date on which Developer or its agents may submit for a building permit in order for Developer to have satisfactorily performed their duties under this Agreement. For purposes of this Agreement, the Permit Submission Deadline shall be on or before the date which is three (3) months after the Effective Date.
- 1.18 Project.** All development activities pursuant to the objectives of the Project Plan, which is designed to provide the economic and funding structure to construct needed public improvements and stimulate private investment within downtown Edmond and its immediately surrounding environs including the development and redevelopment of downtown Edmond and surrounding neighborhoods.
- 1.19 Project Plan.** The Downtown Edmond Project Plan adopted and approved pursuant to the Local Development Act, 62 O.S. § 852, *et seq.* on September 28, 2020 by passage of Ord. No. 3798.
- 1.20 Property.** Real property and improvements thereon located within TIF 1 at the intersection of West Hurd Street and North Santa Fe Drive, more particularly described as:
- A part of Lots Ten (10), Eleven (11), and Twelve (12) JAMES A. EBERT’S ADDITION to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: BEGINNING at the Southeast corner of said Lot Twelve (12); THENCE South 89°41’13” West along the south line of said Lots Eleven (11) and Twelve (12), a distance of 193.50 feet; THENCE North 01°55’54” East a distance of 140.11 feet; THENCE South 89°41’13” West a distance of 64.37 feet; THENCE North 00°06’12” East a distance of 106.84 feet; THENCE South 89°53’48” East a distance of 105.64 feet; THENCE South 61°08’56” East a distance of 176.67 feet to the east line of said Lot Twelve (12); THENCE South 02°41’21” West along the east line of said Lot Twelve (12), a distance of 160.15 feet to the POINT OF BEGINNING.
- 1.21 Public Financial Assistance.** Fiscal support provided by the City and/or EPWA in the form of public money, regardless of the source of said public money. The total amount of Public Financial Assistance provided for in this Agreement is attached hereto as **Exhibit B** and incorporated herein.
- 1.22 Public Improvements.** Also referred to as "Public Infrastructure" or "Infrastructure Improvements". For purposes of this Agreement, consistent with the Project Plan, Public

Improvements includes improvements to: utilities (including drainage and stormwater) needed to increase capacity to the utility; lighting, streets, sidewalks, and connectivity along the right-of-way, including ADA-compliant accessibility in designs; public parking needed to service the downtown community; and public amenities and livability, including park access and trees/landscaping, as contemplated by the Project Plan.

- 1.23 Public Improvements Assistance.** That portion of Public Financial Assistance paid to Developer for costs associated with Public Improvements. The source of funds for Public Improvements Assistance shall be the Tax Increment Finance (TIF) Fund.
- 1.24 Public Infrastructure.** See Public Improvements.
- 1.25 Soft Costs.** All expenses that are not directly related to the physical construction of the Development, including but not limited to: design and engineering expenses, insurance premiums, legal fees, marketing and advertising expenses, leasing commissions, and start-up costs; permitting and regulatory fees; and charges, taxes, interest and other financing costs.
- 1.26 TIF 1.** Increment District No. 1, City of Edmond established pursuant to the Local Development Act, 62 O.S. § 852, *et seq.* on September 28, 2020 by passage of Ord. No. 3798.
- 1.27 Unavoidable Delays.** A delay beyond the reasonable control of the Party obligated to perform the applicable term, covenant, condition, or provision under this Agreement including, without limiting the generality of the foregoing, delays attributable to acts of God, supply chain disruptions, or any other Party to this Agreement (for example, a delay in transfer of possession, approval of permits and/or plans, lack of response to requests for information or approval), strikes, labor disputes, pandemics or epidemics, governmental restrictions (including, but not limited to, stay at home orders and similar), court injunctions, riot, civil commotion, acts of public enemy and casualty, but shall *not* include delays attributable to financial difficulties of such Party.

SECTION 2. SCOPE OF THE DEVELOPMENT. The Development, construction of which will proceed within the time constraints imposed by this Agreement, subject to Unavoidable Delays, consists of the following:

- 2.1 Buildings.** Twenty-eight (28) rental townhomes and garage apartments and six (6) rental live-work townhomes containing small scale ground floor storefronts.
- 2.2 Public Improvements.** The Public Improvements enumerated in this Section include ancillary utilities and infrastructure to service the Property. Specifically, drainage, streetscape, lighting, street parking, public utility upgrades, stormwater improvements, park access, landscaping and demolition.
- 2.3** The specific layout and the number, types, and configuration of each portion of the Development shall comply with all City ordinances and regulations.
- 2.4** Based on the preliminary estimates set forth on **Exhibit A**, total Development Costs are anticipated to be no less than Ten Million Five Hundred Thousand and No/100 Dollars (**\$10,500,000**), including no less than Seven Million Five Hundred Thousand and No/100 Dollars (**\$7,500,000**) in Hard Costs.

SECTION 3. PUBLIC FINANCIAL ASSISTANCE. In accordance with this Agreement, the City and/or EPWA, as appropriate, will provide Public Financial Assistance to Developer to induce and support the Development. Provided the conditions listed in Section 3.1 of this Agreement have been satisfied, the City and/or EPWA, as appropriate, shall provide Public Financial Assistance in a combined amount of One Million and No/100 Dollars (**\$1,000,000**) as provided for in this Section and reflected in **Exhibit B**.

3.1 Conditions Precedent. The following conditions must be satisfied prior to EPWA issuing any payment of Public Financial Assistance.

- (a) Developer is not in default of its obligations under this Agreement; and
- (b) the Completion Deadline has been met; and
- (c) The Contract Administrator has verified all portions of the Development are in conformance with the Design Documents submitted pursuant to Section 4.3 of this Agreement.

3.2 Assistance in Development Financing.

(a) **Purpose/Use.** Assistance in Development Financing and shall be used as follows:

- (i) These costs are anticipated to be expended through contractual payments to private entities to secure new investment that does not qualify as a cost for public improvements.

(b) **Amount/Max Amount.** In no event shall the total amount of Assistance in Development Financing exceed Four Hundred Thousand and No/100 Dollars (**\$400,000.00**).

(c) **Manner of Payment.** Upon satisfaction of all conditions listed in Section 3.1, Developer shall receive annual payments of Assistance in Development Financing in the amount of ninety percent (90%) of the Incremental Ad Valorem Taxes generated by the Development. Such Assistance in Development Financing payments shall be made only for those Incremental Ad Valorem Taxes that become due and owing for the ad valorem tax year beginning January 1, 2029, and ending upon the earlier of when (i) the date TIF 1 terminates pursuant to law; (ii) the maximum Assistance in Development Financing identified in Section 3.2(b) has been paid; or (iii) December 31, 2040.

EPWA shall tender Public Financial Assistance to Developer on or before September 1st of each year. The Parties understand that each payment tendered shall generally reflect taxes paid for the preceding tax year (for example, taxes that become due and owing for ad valorem tax year 2029 will likely be paid in equal installments in December 2029 and March 2030, and ninety percent (90%) of the Incremental Ad Valorem Taxes from those payments will be tendered to Developer on or before September 1, 2030). EPWA shall provide to Developer a statement showing the actual taxes paid for the preceding tax year when the annual Assistance in Development Financing payment is made.

3.3 Public Improvements Assistance.

- (a) **Purpose/Use.** Public Improvements Assistance shall be used to construct Public Improvements as defined in Section 1.23, further described in Section 2.2 of this Agreement.
- (b) **Amount/Max Amount.** Public Improvements Assistance will be paid only for costs associated with Public Improvements as provided for herein. The Parties acknowledge there may be fluctuations in individual line-item costs within the proposed budget in **Exhibit A**. Notwithstanding the foregoing, in no event shall the aggregate Public Improvements Assistance exceed Six Hundred Sixty-Six Thousand and No/100 Dollars (**\$600,000.00**).
- (c) **Manner of Payment.** Upon satisfaction of all conditions listed in Section 3.1, Developer shall receive annual payments of Public Improvements Assistance in the amount of ninety percent (90%) of the Incremental Ad Valorem Taxes generated by the Development. Such Public Improvements Assistance payments shall be made only for those Incremental Ad Valorem Taxes that become due and owing for the ad valorem tax year beginning January 1, 2029, and ending upon the earlier of when (i) the date TIF 1 terminates pursuant to law; (ii) the maximum Public Improvements Assistance identified in Section 3.3(b) has been paid; (iii) the cumulative Public Improvements Assistance paid pursuant to this Section totals no more than fifteen percent (15%) of actual construction costs for the Development; or (iv) December 31, 2040.

EPWA shall tender Public Improvements Assistance to Developer on or before September 1st of each year. The Parties understand that each payment tendered shall generally reflect taxes paid for the preceding tax year (for example, taxes that become due and owing for ad valorem tax year 2029 will likely be paid in equal installments in December 2029 and March 2030, and ninety percent (90%) of the Incremental Ad Valorem Taxes from those payments will be tendered to Developer on or before September 1, 2030). EPWA shall provide to Developer a statement showing the actual taxes paid for the preceding tax year when the annual Public Improvements Assistance payment is made.

- 3.4 City Financial Obligations Subject to Appropriation and Encumbrance of Revenues.** Any financial obligations imposed on City pursuant to this Agreement are subject to annual appropriation and encumbrance of revenues by the City Council of the City of Edmond, as mandated by Okla. Const. Art. 10, § 26, and the Oklahoma Municipal Budget Act, 11 O.S. § 17-201, *et seq.* Nothing in this Agreement is a pledge of City's operating revenues beyond a given fiscal year.
- 3.5 Fiscal Year Limitation.** Throughout this Agreement and for purposes of this multi-year understanding, it is the specific intent and undertaking of the Parties that all financial obligations intended to be undertaken by any public entity are to be undertaken by the EPWA, not the City, and are subject to all Constitutional and legal limitations.

SECTION 4. DEVELOPER OBLIGATIONS

- 4.1 Construction of Development.** In accordance with the provisions of this Agreement, Developer shall cause the Development to be constructed in a manner which conforms in all material respects to the description of the Development in Section 2 of this Agreement and shall include all Public Improvements contemplated herein. Developer shall secure or

cause appropriate successors in interest to secure all governmental approvals in connection with (a) the construction, completion, and occupancy of all portions of the Development; and (b) the development and operation of the Development, including, without limitation, applicable zoning code, building code, environmental laws, ordinances, regulations, standards, and specifications.

- 4.2 Evidence of Financing.** Developer shall provide all financing for the Development, excepting the Public Financial Assistance provided for in this Agreement. Developer will submit evidence of financing capacity for Development Costs in the amount of Ten Million Five Hundred Thousand and No/100 Dollars (**\$10,500,000**), less the total Public Financial Assistance amount of One Million and No/100 Dollars (**\$1,000,000**), listed on **Exhibit B** to the Contract Administrator prior to Commencement of Construction, subject to Unavoidable Delays, for approval by the Contract Administrator, which approval shall be provided in writing and shall not be unreasonably withheld or delayed, and shall be granted, or the reasons for withholding delivered, within ten (10) business days following delivery to Contract Administrator by Developer. Such evidence of financing capacity shall include:
- (a) Development Costs, less the amount of Public Financial Assistance provided for in this Agreement;
 - (b) the written commitment(s) from a lender representing its agreement, subject to customary closing conditions, to make a construction loan to Developer for the construction of the Development;
 - (c) a written certification from the lender referenced in (b) that, in addition to the committed loan funds, Developer has provided satisfactory evidence to the lender of the source and availability of the funds providing any necessary equity contribution to cover the contemplated costs of the Development to be borne by Developer, and that the total amount of funds and financing, including the equity contribution, is sufficient to cover all such contemplated costs. EPWA shall be entitled to rely on such certification, which shall be delivered concurrently with the written commitment referenced in (b).
- 4.3 Design Documents.** Developer previously provided Design Documents to EPWA, which illustrate conformance with the Development description provided in Section 2 of this Agreement. For purposes of this Section, submittal of Design Documents is separate and apart from submittal of plans and specifications attendant to a request for inspection or an application for a building or other government-issued permit. In the event that Developer makes changes to or receives a comment letter requiring resubmittal of plans and specifications (for permitting purposes), Developer shall resubmit Design Documents consistent with those changes or resubmitted plans and specifications. All Design Documents shall be in conformity with applicable City ordinances and regulations.
- 4.4 Commencement and Completion Dates.**
- (a) Developer shall commence or cause the Commencement of Construction of the Development on or before the Commencement Deadline pursuant to all valid permits.
 - (b) Developer shall submit for a building permit in accordance with the Permit Submission Deadline.

- (c) Developer shall cause Completion of the Development to occur on or before the Completion Deadline.
- (d) The Commencement Deadline and the Completion Deadline shall be subject to extension for Unavoidable Delays or otherwise upon written agreement of the Parties.
- 4.5 Point of Delivery.** To the extent commercially feasible, Developer shall cause, and shall require all contractors to cause, all construction purchases to be delivered to a construction site on the Property or another convenient location in the City limits.
- 4.6 Reports.** Developer shall use its best efforts to maintain a record of all sales taxes paid on construction materials used in construction of the Development beginning on the Effective Date through the Completion Date. Until Completion, Developer shall provide EPWA with quarterly status reports, in writing, of all project costs paid, including the amounts of sales taxes collected on construction materials used for the Development.
- 4.7 Access to the Development.** Developer shall permit the authorized representatives of EPWA and the City access to the public areas of the Development and the Property upon reasonable advance notice, during business hours, for the purposes of the Agreement; provided, however, such access by EPWA and City shall not impair or impede construction or other activities on the Property. No compensation shall be payable, nor shall any charge be made in any form by any Party for the access provided for in this Section.
- 4.8 Title to Public Improvements and Dedication of Easements and Rights-Of-Way.** Developer shall transfer title and dedicate to the City public rights-of-way and improvements thereon, and also provide any necessary or appropriate easements on the Property to the City or EPWA, as may be appropriate, in support of the implementation of the Project Plan and the Development pursuant to this Agreement. Easements and rights-of-way for roads, drainage, access, rights-of-way, and public utilities on the Property shall be dedicated to the City and relevant utility entities where necessary or appropriate, subject to acceptance by the governing body.
- 4.9 Indemnification.** Developer shall defend, indemnify, assume all responsibility for, and hold EPWA and the City and their respective elected and appointed officers and employees and agents, harmless from: all costs (including attorney's fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of EPWA or the City, their officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of Developer's activities under this Agreement, whether such activities or performance thereof be by Developer or anyone directly or indirectly contracted with or employed by Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, *et seq.*, of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an

agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify EPWA from liability.

EPWA and the City shall defend, indemnify, assume all responsibility for, and hold Developer and their respective officers and employees and agents, harmless from: all costs (including attorney's fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of Developer, their officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of EPWA's or the City's activities under this Agreement, whether such activities or performance thereof be by EPWA or the City or anyone directly or indirectly contracted with or employed by EPWA or the City and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq., of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of EPWA's or the City's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify Developer from liability.

4.10 Insurance.

- (a) In addition to the indemnification of the City and EPWA required in Section 4.9 of this Agreement, Developer shall acquire and maintain during the period set forth in subsection (d) of this Section, general liability insurance, with such insurance to afford single limit protection of not less than \$1,000,000.00, and aggregate limit protection of not less than \$2,000,000.00, with respect to bodily injury, death, property damage or other damage caused by Developer, naming both EPWA and the City as an additional insureds and loss payees, but only with respect to the liability policy.
- (b) Developer shall furnish certificates of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. These certificates of insurance shall name EPWA and the City as an additional insureds under the policy. The certificates of insurance shall contain a statement of obligation on the part of the carrier to notify EPWA and the City by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and not contributing with any insurance maintained by EPWA or the City, and the policy shall contain such an endorsement. The required certificates shall be filed with EPWA and the City on or before the Commencement Date.
- (c) Developer shall also furnish or cause to be furnished to EPWA and the City evidence satisfactory to EPWA and the City that any contractor with whom it has contracted for

the performance of work on the Property or otherwise pursuant to this Agreement carries workers compensation insurance as required by law.

(d) The insurance obligations set forth in this Section shall remain in effect until Completion of the Development.

4.11 Prohibition on Transfer. Except as otherwise contemplated by this Agreement, prior to completion of each individual residential unit (as evidenced by receipt of all final certificates of occupancy), Developer shall not, without prior written approval by EPWA (which shall not be unreasonably withheld), make any total or partial sale, transfer, conveyance or lease of the Property; provided, however, Developer may sell, transfer, convey, assign, or lease the Property to an affiliate controlled by or under common control with Developer, upon written notice to, but without the need for prior written approval by EPWA. This prohibition shall not apply to conveyances of completed individual units, tenant leases, mortgage liens, or other security interests given as security for Developer's financing of the Development. Developer shall be permitted to assign this Agreement to Development financing lender upon request of lender with approval of the EPWA. This approval by the EPWA shall not be unreasonably withheld or delayed. Following Completion, no prior written approval by EPWA shall be required for any sale, transfer, conveyance, assignment or lease of the Property.

4.12 Tax Assessments, Encumbrances, and Liens. Developer shall pay when due all real estate taxes and assessments on the Property described in Section 1.20. Developer shall not place or allow to be placed on the Property or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrances or lien other than as expressly allowed by this Agreement. This prohibition shall not apply to mortgage liens, or other security interests given as security for Developer's financing of the Project. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect hereto.

4.13 Developer Representations and Warranties. Developer represents and warrants the following:

- (a) Developer represents that they are each a limited liability company duly organized and existing under the laws of the State of Oklahoma. Developer is authorized to conduct business in the State of Oklahoma and are not in violation of any provisions of its articles of organization, operating agreement, or any other agreement governing Developer, or any law of the State of Oklahoma affecting Developer's ability to perform under this Agreement.
- (b) Developer's ability to complete the Development with Public Financial Assistance from the City and EPWA has induced Developer to proceed with the Development.
- (c) Developer represents that they have the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of Developer in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by such Developer or the consummation of the transactions contemplated hereby, subject to laws relating to

bankruptcy, moratorium, insolvency, or other laws affecting creditor's rights generally and subject to general principles of equity.

- (d) Developer represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of other provisions of its articles of organization, operating agreement or any other agreement governing Developer or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which Developer is a party or by which it may be bound, and will not constitute a default under any of the foregoing.
- (e) To the knowledge of Developer, there is not currently pending any action, suit, proceeding or investigation, nor is any such action threatened in writing, which, if adversely determined, would materially adversely affect Developer or the Development.
- (f) Developer warrants that they have not paid or given and will not pay or give any officer, employee or agent of the City or EPWA any money or other consideration for obtaining this Agreement. Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City or EPWA who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Agreement.
- (g) To the best of Developer's knowledge, neither this Agreement nor any statement or document referred to herein or delivered by Developer pursuant to this Agreement has or will contain any untrue statement or omit to state material facts necessary to make the statements made herein or therein not misleading.

4.14 Other Actions. Developer agrees to take such other commercially reasonable actions as may be appropriate or desirable to support the implementation of the Development including, by way of example, furnishing information reasonably requested by the City or EPWA, and in other matters that may be of benefit to the Development.

SECTION 5. EPWA OBLIGATIONS

5.1 Design Review. The Contract Administrator shall review all Design Documents submitted by Developer pursuant to Section 4.3 of this Agreement, and, within ten (10) days after receipt of the same, unless a longer period of time is required by law, issue in writing its approval, rejection, or further requirements. For purposes of this Section, review of Design Documents is separate and apart from review of any plans and specifications submitted by Developer attendant to a request for inspection or an application for a building or other government-issued permit.

5.2 Public Financial Assistance. EPWA shall provide Public Financial Assistance in accordance with Section 3 of this Agreement.

SECTION 6. TERM, TERMINATION, DEFAULT, AND REMEDIES

- 6.1 Term of Agreement.** This Agreement shall take effect upon the Effective Date and shall continue in full force and effect until the term of the TIF 1 expires pursuant to law, unless extended or terminated as provided herein (the “**Term**”). Following the expiration of the Term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Parties.
- 6.2 Termination.** This Agreement may be terminated:
- (a) at any time by written agreement of all Parties; or
 - (b) upon the occurrence of an Event of Default in accordance with Section 6.3 of this Agreement.
- 6.3 Events of Default.** Each of the following occurrences shall constitute an “**Event of Default**” of Developer under this Agreement:
- (a) The dissolution or termination of Developer’s existence as a business entity in good standing, insolvency, appointment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, and any general assignment for the benefit of creditors, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within ninety (90) days after the filing thereof.
 - (b) Failure or refusal of Developer to perform or comply with any of the terms, obligations, covenants, conditions, or agreements under this Agreement, including, without limitation:
 - (i) to satisfy all conditions precedent and cause the Commencement of Construction on or before the Commencement Deadline;
 - (ii) to cause the Completion of construction on or before the Completion Deadline;
 - or
 - (iii) any default of Developer’s obligations set forth in this Agreement.
 - (c) Subject to Unavoidable Delays, Developer voluntarily ceases construction of the Development for a period of ninety (90) consecutive calendar days or more.
 - (d) A breach of, or any misrepresentation of, any representation or warranty made by Developer in this Agreement.
- 6.4 Remedies.** Upon the occurrence of an Event of Default, which continues uncured for a period of thirty (30) days or more after delivery of written notice by either Party, the non-defaulting Party shall be entitled, but not required, to seek all legal and equitable remedies available under Oklahoma law, including without limitation, termination of this Agreement, specific performance, injunctive relief, and damages. Notwithstanding the foregoing to the contrary, if the default is of a nature that it cannot be cured within thirty (30) days, such thirty (30) day period may be extended to allow completion of the cure if cure shall be undertaken within such thirty (30) day period and prosecuted with diligence thereafter to completion.
- 6.5 Remedies Cumulative.** The rights and remedies of the Parties under provided by law or by this Agreement shall be cumulative and concurrent, and the exercise of any one or more of any remedies shall not preclude the exercise, whether at the same or different times, of

any other such remedies for the same default or breach, or of any of its remedies for any other default or breach. No omission or delay on the part of any Party in the exercise of any power, right or privilege hereunder shall be construed to waive such default or Event of Default nor shall any single or partial exercise thereof or of any other right, power or privilege. No delay or omission of any Party to exercise any right, power, or remedy shall constitute acquiescence thereof. All rights and remedies existing under this Agreement and any related agreements are cumulative, and not exclusive of any rights or remedies otherwise available.

- 6.6 Waiver.** No waiver of any terms and conditions of this Agreement shall be valid or effective unless provided for in writing, signed by the duly authorized representatives of the Parties hereto, and delivered by the waiving Party to the non-waiving Party pursuant to the notice provisions herein. A waiver of any terms of this Agreement will not constitute a continuing waiver of that term or a waiver of any other breach of condition.
- 6.7 Course of Dealing.** No course of dealing between the Parties, delay in the exercise of any rights under this Agreement, or failure to object to any action or omission constitutes a waiver of any terms of this Agreement.

SECTION 7. GENERAL PROVISIONS

- 7.1 Relationship of the Parties.** The undertaking of this Agreement is a complex process which will require the mutual agreement of the Parties and their timely actions on matters appropriate or necessary to implementation. The Parties shall use their commercially reasonable best efforts in good faith to perform and to assist others in performing their respective obligations in accordance with this Agreement.
- 7.2 No Partnership or Joint Venture.** This Agreement specifically does not create any partnership or joint venture between the Parties hereto, or render any Party liable for any of the debts or obligations of any other Party.
- 7.3 Formalities and Authority.** The Parties represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement.
- 7.4 Amendment (Modification).** This Agreement may be amended upon written approval by the duly authorized representative of all Parties. All amendments shall be consistent with the Project Plan. This Agreement cannot be amended or otherwise modified orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification or discharge is sought.
- 7.5 Conflict of Interest; EPWA Representatives Not Individually Liable.** No official or employee of the EPWA or the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are Parties to this Agreement. No official or employee of the EPWA or the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City and/or EPWA or for any amount which becomes due to Developer or its successors under this Agreement.
- 7.6 Oklahoma Governmental Tort Claims Act.** The respective obligations of the City and EPWA under this Agreement with regard to insurance, indemnity and liability are subject

to and shall not constitute a waiver of the protection or limits of liability under the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Section 150, *et seq.*

- 7.7 No Broker Agreement.** Each Party hereto represents to each other Party that the obligations pursuant to this Agreement have not involved any broker nor is any Party hereto liable for the payment of a brokerage commission in connection with the negotiation of this Agreement. Each Party agrees to indemnify and hold harmless each other Party from any and all liability, loss, claim or expenses arising out of any breach of their respective foregoing representation.
- 7.8 Applicable Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.
- 7.9 Construction of this Agreement.** The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.
- 7.10 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.
- 7.11 Successors and Assigns.** Neither this agreement nor any right, interest, or obligation herein may be assigned, transferred, or delegated to a third party without the prior written consent of the other party, and whose consent may be withheld for any reason.
- 7.12 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.
- 7.13 Notices and Demands.** Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

In the case of EPWA:

Edmond Public Works Authority
P.O. Box 2970
Edmond, OK 73034
Attn: General Manager

Copy to:

Edmond Public Works Authority
P.O. Box 2970
Edmond, OK 73034
Attn: General Counsel

In the case of Developer:

Hurd Courts LLC
1715 Wheeler Street, Suite 200-1

Copy to:

Rubenstein & Pitts, PLLC
1503 E. 19th Street

Oklahoma City, OK 73108
Attn: Eddie Coates

Edmond, OK 73013
Attn: Todd A. McKinnis

or to such other address, within the United States, with respect to a Party as that Party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a Party under this Agreement to any other Party under this Section shall be given to each other Party to this Agreement.

- 7.14 Time is of the Essence.** The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 7.15 Unavoidable Delays.** The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended for a reasonable period due to Unavoidable Delays.
- 7.16 Further Assurances.** Each Party agrees that it will, without further consideration, reasonably execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement.
- 7.17 Attorneys' Fees.** In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of its reasonable expenses, including reasonable attorneys' and accountants' fees.
- 7.18 Counterparts.** This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.
- 7.19 Recitals.** The recitals to this Agreement are incorporated herein.
- 7.20 Survival of Covenants.** Except as described herein, any of the representations, warranties, covenants, and obligations including, without limitation, indemnification obligations of the Parties shall survive for a period of one (1) year following Completion and shall not be merged therein.
- 7.21 No Conflict of Interest.** Developer hereby warrant and represent that no private investor or any other entity providing funds, private equity, or are a party to any other contractual arrangement relative to the Development are free of any and all conflicts of interest, perceived or actual, between the individual and/or entity and the City and/or EPWA.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly-authorized representatives as of the date written above.

HURD COURTS, LLC.

an Oklahoma Limited Liability Company

By: Terraform Partners LLC, its Manager

By: 
Harry E. Coates III, Manager

**THE EDMOND PUBLIC WORKS
AUTHORITY,**

an Oklahoma public trust

By: _____
Mark A. Nash, Chairman

ATTEST:

Secretary

APPROVED as to form and legality this ____ day of _____, 2026.

GENERAL COUNSEL

By: _____

EXHIBIT A – DEVELOPMENT COSTS (PRELIMINARY)

Cost Category	Amount
Land Acquisition	\$1,318,000
Hard Costs	\$7,534,000
Soft Costs	\$1,082,000
Financing Costs	\$566,000
Total Budget (Preliminary)	\$10,500,000

EXHIBIT B – PUBLIC FINANCIAL ASSISTANCE (PRELIMINARY)

Public Improvements Assistance	Amount
Demolition	30,000
Grading & Earthwork	210,000
Retaining Walls	70,000
Stormwater	55,000
Utility Extensions	50,000
Public Sanitary Sewer Improvements	75,000
Street and Sidewalk Paving	50,000
Curb Work	20,000
Street Lighting	30,000
Street Trees & Landscaping	10,000
Subtotal	\$600,000
Assistance in Development Financing	Amount
Assistance in Development Financing	\$400,000
Subtotal	\$400,000
Total Public Financial Assistance	\$1,000,000

City Council / Public Works Authority

8. D.

Meeting Date: 09/14/2026

Submitted For: Leana Dozier, Economic Development Program Manager, City Manager's Office

Email: leana.dozier@edmondok.gov , Phone: 405-359-4601

Submitted By: Leana Dozier, Economic Development Program Manager, City Manager's Office

Ward: 1

City Council Strategic Plan: Strategic Economic Growth

Item

Consideration of Approval of a Development and Financing Assistance Agreement with 19 Broadway Building LLC., Supporting a Development at 19 Broadway in Downtown Edmond and Providing Public Financial Assistance in an Amount Not to Exceed \$450,000.00. (Ward 1)

Background

The proposed development includes the rehabilitation and remodeling of an existing building located at 19 Broadway. The rehabilitation and remodeling of the building will include up to 11,000 square feet of Class A retail, office and entertainment space.

The Development and Financing Assistance Agreement details are as follows:

- The Commencement Deadline is December 31, 2027.
- The Completion Date is December 31, 2028.
- Public Financial Assistance: Not to exceed \$450,000
 - Assistance in Development Financing:
 - \$450,000

Upon completion of construction, Developer shall receive annual payments in the amount of ninety percent (90%) of the Incremental Ad Valorem Taxes generated by the Development for Public Financial Assistance ending upon the earlier of when the date TIF 1 terminates pursuant to law or the maximum Public Improvements Assistance has been paid.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Project shall begin no later than December 31, 2027, and be completed December 31, 2028.

Issue

Consideration of the Development and Financing Assistance Agreement to support the development.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve

Public Notification

Published Agenda

Attachments

Presentation

Agreement

Agenda Item No. 8.D.

Consideration of Approval of a Development and Financing Assistance Agreement with 19 Broadway Building, LLC, Supporting a Development at 19 Broadway in Downtown Edmond and Providing Public Financial Assistance in an Amount not to exceed \$450,000.(Ward 1)

September 14, 2026

Leana Dozier, Economic Development Program Manager
(405) 359-4601 leana.dozier@edmondok.gov

Agreement Details

- The Commencement Deadline is December 31, 2027.
- The Completion Date is December 31, 2028.
- Public Financial Assistance:
 - Assistance in Development Financing: Not to Exceed \$450,000
- Upon completion of construction, Developer shall receive annual payments in the amount of ninety percent (90%) of the Incremental Ad Valorem Taxes generated by the Development for Public Financial Assistance ending upon the earlier of when the date TIF 1 terminates pursuant to law or the maximum Public Improvements Assistance has been paid.

Recommendations

- Staff recommends approval.



19 Broadway Building (Broadway and Hurd)

SUBJECT TO CHANGE

The City of Edmond

SWITCHGRASS
— CAPITAL —

INVESTMENT SUMMARY



Famed Santa Fe artist, Scott Rogers
"Vacquero" bronze, 86 x 86 x 40 inches
is planned for the site.

- Located at the SW corner of Broadway and Hurd
- Developer will invest approximately \$2,695,000 in remodeling construction costs, and at least \$232,600 in anticipated tenant improvements, and additional project soft costs, resulting in a total estimated investment and stabilized property value of approximately **\$5,800,000**.
- The Developer is seeking \$450,000 in TIF financing that is required for a viable project.
- Construction will begin as soon as possible



Before

Zero Sales Taxes

- The property is currently an outdated and tired office space producing zero sales taxes for the City of Edmond
- Last remodel was 32 years ago
- Current property tax approx \$13,000
- The building is currently 75% vacant with one floor rented as office space

THE LAST RE-MODEL WAS IN 1994



**FORMER MAYOR
RANDEL SHADID IS
SHOWN KNEELING IN
THE WHITE SHIRT**

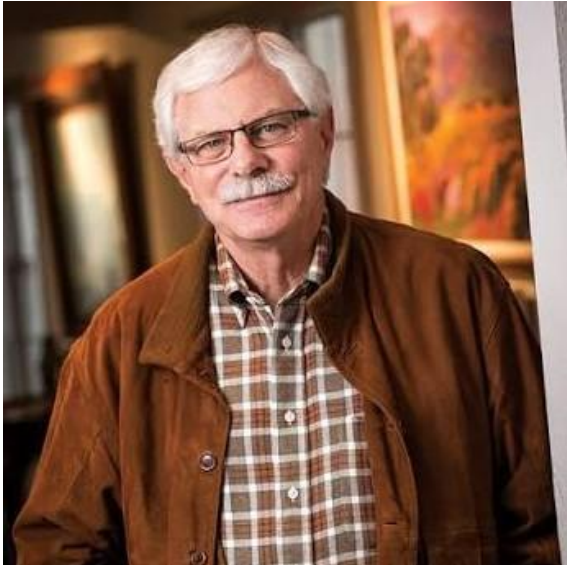


HISTORY OF THE SHADID BUILDING



At 19 North Broadway, the First Methodist Church of Edmond, Oklahoma once stood. This site is historical as the first classes for what is now the University of Central Oklahoma were held in the church building.

The church burned down in 1928, and the Caskey Apartment House was built in 1929. It operated as an apartment house until the early 1970s, after which it became abandoned.



In 1992, Stephen Schaus and Randel Shadid purchased and rehabilitated the building. Recently, the building housed the accounting practice of Stephen Schaus and the law practice of Randel Shadid.

Today, the basement contains six one-person offices and is currently leased to OklaHome (home building company).

EAST ELEVATION



After

Sales Tax Generating Asset

- Our vision is to remodel and expand this unique and rare landmark fronting Broadway into a Class A retail and office space.
- Basement: Food and beverage 'speakeasy' bar
- 1st Floor: Food and beverage + new kitchen
- 2nd and 3rd floors: Class A office suites

NORTH ELEVATION





Matthew Myers The Developer

www.SwitchgrassCapital.com

www.LiveDowntownEdmond.com

Ph: 405.822.3012

Matthew@switchgrasscapital.com

Edmond Developments:

- The Lark
 - The Townsend
 - 103 Broadway
 - The Prairie At Post
 - The Ember
 - The Oxley
 - The Westerly
- 18 Hurd
 - 19 Broadway
 - 105 Broadway
 - 111 Broadway

THANK YOU
19 BROADWAY BUILDING, LLC



DISCLAIMER

This information is provided for general information purposes only. 19 Broadway Building, LLC and its managers make no representation or warranty of any kind with respect to the completeness or accuracy of the information and assume no liability to update this information.

This document may include content relating to certain securities that are currently, or may in the future be, issued by 19 Broadway Building, LLC. Any such content does not constitute an offer to sell or a solicitation of an offer to buy any securities in any jurisdiction by any person, nor does it constitute a contractual offer. All information relating to the investment and securities is qualified in its entirety by the relevant offering circular and any related supplements.

Investors should review the relevant documents and any related supplements before making a decision with respect to the purchase or sale of any security. In addition, before purchasing any security or making an investment, please consult your legal, business, tax, and financial advisors for information about and analysis of any security, its risks, and its suitability as an investment in your particular circumstances.

Certain information set forth in this presentation contains “forward-looking information,” including “future-oriented financial information” and “financial outlook,” under applicable securities laws (collectively referred to herein as forward-looking statements). Forward-looking statements are provided to allow potential investors the opportunity to understand management’s beliefs and opinions regarding the future so they may use such beliefs and opinions as one factor in evaluating an investment.

These statements are not guarantees of future performance, and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance and financial results in future periods to differ materially from any projections of future performance or results expressed or implied by such forward-looking statements.

Although forward-looking statements contained in this presentation are based upon what the company’s management believes are reasonable assumptions, there can be no assurance that forward-looking statements will prove accurate, as actual results and future events could differ materially from those anticipated in such statements.

19 Broadway Building, LLC undertakes no obligation to update forward-looking statements if circumstances or management’s estimates or opinions should change, except as required by applicable securities laws. The reader is cautioned not to place undue reliance on forward-looking information.

Questions?

**DEVELOPMENT AND FINANCING
ASSISTANCE AGREEMENT:
The Stache**

by and between

THE EDMOND PUBLIC WORKS AUTHORITY

and

19 BROADWAY BUILDING LLC

_____, 2026

DEVELOPMENT AND FINANCING ASSISTANCE AGREEMENT:
The Stache

This Development and Financing Assistance Agreement (“Agreement”) is made on or as of this ____ day of _____, 2026 (“Effective Date”), by and between the Edmond Public Works Authority (“EPWA”), a public trust having the City of Edmond (“City”) as its beneficiary, and 19 Broadway Building LLC, an Oklahoma limited liability company (“Developer”) (EPWA and Developer, individually a “Party” or collectively, “Parties”).

Recitals:

(a) The City seeks to promote the development and redevelopment of Downtown Edmond and surrounding neighborhoods, and to that end has adopted the Downtown Edmond Project Plan (“Project Plan”) and established Increment District No. 1, City of Edmond (“TIF 1”), pursuant to the Local Development Act, 62 O.S. §§ 850, *et seq.*

(b) Developer owns land located within TIF 1 located at 19 N. Broadway, Edmond, OK 73034, as more particularly described below (“Property”):

Lots Eleven (11) and Twelve (12), in Block Five (5), in the ORIGINAL TOWN OF EDMOND, Oklahoma County, Oklahoma, according to the recorded plat thereof.

And that Five (5) feet adjacent to and immediately North of the adjoining subject property, said Five (5) feet runs the length of the One hundred forty (140) feet along the North boundary of subject property as recorded in the Order Vacating a Portion of Street Easement and Utility Easement recorded in Book 6441, Page 720.

(c) Developer and the City desire to see that the Property is developed into a mixed-use retail and office complex (“Development”) that the City anticipates will help catalyze major investment in and in the neighborhoods surrounding Downtown Edmond, promote higher density development and walkability, prepare for future public transit access, enhance the tax base, stimulate additional economic growth, improve the quality of life in the City, and, ultimately, strengthen the community.

(d) In order to ensure the Development is of the caliber and quality the City envisions, EPWA has determined that public assistance is necessary.

(e) EPWA wishes to assist, encourage and support the Development by providing for economic development incentives and assistance in development financing (“Assistance in Development Financing”) toward the construction of public improvements and Development amenities necessary to encourage the highest quality development.

(f) EPWA and Developer deem it appropriate to approve the execution of this Agreement, which provides for the implementation of the Development, and determine that such approval is in the best interests of the City, and the health, safety, and welfare of the City and its residents.

Agreement:

In consideration of the promises and mutual obligations herein set forth, the Parties hereby covenant and agree with each other as follows:

SECTION 1. NATURE OF THE AGREEMENT

1.1. Scope of the Development

The Development, which will proceed as market conditions permit, and within the time constraints imposed by this Agreement, subject to Unavoidable Delays, as defined in Section 5.12 herein, or other available extensions, consists of the expenditure by Developer into the existing building of approximately \$2,695,000 in white-box remodeling construction costs, at least \$232,600 in anticipated tenant improvements, and additional project soft costs, resulting in a total estimated investment and stabilized property value of approximately \$5,800,000 toward the rehabilitation and remodeling of the existing building on the Property, including substantial exterior and interior remodeling to bring the asset up to an 11,000 square foot Class A property that includes, but is not limited to Class A retail, office and entertainment space.

The specific layout of any phases and the number, types, and configuration of each portion of the Development shall comply with City regulations unless otherwise provided herein.

1.2. Public Assistance

In accordance with this Agreement, EPWA will provide Assistance in Development Financing to Developer to induce and support the Development. All costs of the Development will be borne by Developer.

1.3. Relationship of the Parties

The undertaking of this Agreement is a complex process which will require the mutual agreement of the Parties and their timely actions on matters appropriate or necessary for implementation. The Parties shall use commercially reasonable best efforts in good faith to perform and to assist others in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the Parties or render any Party liable for any of the debts or obligations of any other Party.

1.4. Term of Agreement

This Agreement shall commence upon the Effective Date and shall continue until the term of the TIF 1 expires on June 30, 2039, unless extended or terminated as provided herein (the "Term"). Following the expiration of the Term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Parties.

SECTION 2. DEVELOPMENT OBLIGATIONS

2.1. Construction of Development

In accordance with the provisions of this Agreement, Developer shall cause the Development to be constructed on the Property.

2.2. Design Documents

Developer shall provide to EPWA Design Documents (“Design Documents”), consisting of drawings, floor plans, elevations, and other documents illustrating scale, and any development phasing proposed at least ten (10) days before the Commencement Date. Design Documents should illustrate conformance with the Development description provided in Section 1.1 of this Agreement. Developer shall secure or cause appropriate successors in interest to secure all governmental approvals in connection with (a) the construction, completion, and occupancy of the Development; and (b) the development and operation of the Development, including, without limitation, zoning, building code, and environmental laws.

2.3. Evidence of Financing

Developer shall provide all financing for the Development, except for the Assistance in Development Financing obligations of the City pursuant to this Agreement, and shall submit evidence of financing capacity to EPWA concurrently with the submission of Design Documents pursuant to Section 2.2, for approval, which approval shall not be unreasonably withheld and shall be granted, or the reasons for withholding delivered, within ten (10) business days following delivery to EPWA by Developer. Such evidence of financing capacity shall include: (a) the amount of the costs for the Development, together with all fees, charges, taxes, interest, start-up costs, Developer’s overhead and administration, and all other costs and expenses of developing and completing the Development, attached as Exhibit A, (b) the written commitment(s) from a lender representing its agreement, subject to customary closing conditions, to make a construction loan to Developer for the construction of the Development, (c) Developer’s demonstration, to EPWA’s reasonable satisfaction, of the source and availability of the funds providing any necessary equity contribution, and (d) that the total amount of funds and financing is sufficient to cover all contemplated costs of the Development.

2.4. Development Commencement and Completion Date

Developer shall commence or cause the commencement of construction of the Development on or before December 31, 2027 (“Commencement Date”), pursuant to the regulations of the City at the time of development. Construction of the Development in its entirety shall be completed, and the Development shall have received its full and final certificate of occupancy (“Completion”) on or before December 31, 2028 (“Completion Date”). The Commencement Date and the Completion Date shall be subject to extension for Unavoidable Delays, or otherwise upon agreement of the Developer and EPWA.

2.5. Point of Delivery

To the extent feasible, Developer shall cause, and shall require all contractors to cause, all construction purchases to be delivered to a construction site on the Property or another convenient location within the City limits.

2.6. Access to the Development

Developer shall permit the authorized representatives of EPWA access to the Development and the Property upon twenty-four hour advance notice, during business hours, for inspection purposes related to implementation of the Agreement; provided, however, such access by EPWA shall not impair or impede construction or other activities on the Property. No compensation shall be payable, nor shall any charge be made in any form by any Party for the access provided for in this Section.

2.7. Title to Public Improvements and Dedication of Easements and Rights-Of-Way

Developer shall transfer title and dedicate to the City (and the City shall accept dedication of) public rights-of-way and improvements thereon, and also provide any necessary or appropriate easements for certain of the public improvements on the Property to the City or EPWA, as may be appropriate, in support of the implementation of the Project Plan and development of the Property pursuant to this Agreement. Easements and rights-of-way for roads, drainage, access, rights-of-way, and public utilities on the Property shall be dedicated to the City and relevant utility entities where necessary or appropriate.

2.8. Indemnification

Developer shall defend, indemnify, assume all responsibility for, and hold EPWA and the City and their respective elected and appointed officers and employees and agents, harmless from: all costs (including attorney's fees and costs); claims, demands, liabilities or judgments (except whose which have arisen from the willful misconduct or negligence of EPWA or the City, their officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of Developer's activities under this Agreement, whether such activities or performance thereof be by Developer or anyone directly or indirectly contracted with or employed by Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, *et seq.*, of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify EPWA from liability.

EPWA and the City shall defend, indemnify, assume all responsibility for, and hold Developer and their respective officers and employees and agents, harmless from: all costs (including attorney's

fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of Developer, their officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of EPWA's or the City's activities under this Agreement, whether such activities or performance thereof be by EPWA or the City or anyone directly or indirectly contracted with or employed by EPWA or the City and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, *et seq.*, of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of EPWA's or the City's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify Developer from liability.

2.9. Insurance

- (a) In addition to the indemnification of EPWA and the City required in Section 2.8 of this Agreement, Developer shall take out and maintain during the period set forth in subsection (d) of this Section, a comprehensive general liability policy in the amount of at least \$1,000,000.00 for any person, \$1,000,000.00 for any occurrence, and \$1,000,000.00 property damage, as well as \$2,000,000 in general aggregate naming both EPWA and the City as an additional insureds and loss payees, but only with respect to the liability policy.
- (b) Developer shall furnish certificates of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. These certificates of insurance shall name EPWA and the City as an additional insureds under the policy. The certificates of insurance shall contain a statement of obligation on the part of the carrier to notify EPWA and the City by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and not contributing with any insurance maintained by EPWA or the City, and the policy shall contain such an endorsement. The required certificates shall be filed with EPWA and the City on or before the Commencement Date.
- (c) Developer shall also furnish or cause to be furnished to EPWA and the City evidence satisfactory to EPWA that any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers compensation insurance as required by law, upon written request.
- (d) The insurance obligations set forth in this Section shall remain in effect until the Completion Date or earlier termination pursuant to this Agreement.

2.10. Prohibition on Transfer

Except as otherwise contemplated by this Agreement, prior to Completion, Developer shall not, without prior written approval by EPWA (which shall not be unreasonably withheld), make any total or partial sale, transfer, conveyance, assignment or lease of the Property; provided, however, Developer may sell, transfer, convey, assign, or lease the Property to an affiliate controlled by or under common control with Developer upon written notice to, but without the need for prior written approval by, EPWA. This prohibition shall not apply to conveyances of completed individual units, tenant leases, mortgage liens, or other security interests given as security for Developer's financing of the Development. Developer shall be permitted to assign this Agreement to Development financing lender upon request of lender with notice and written approval by the EPWA, which shall not be unreasonably withheld or delayed. Following Completion, no prior written approval by EPWA shall be required for any sale, transfer, conveyance, assignment or lease of the Property.

2.11. Tax Assessments, Encumbrances, and Liens

Developer shall pay when due all real estate taxes and assessments on the Property (or those portions of the Property not conveyed as provided in Section 2.10). With the exception of construction financing, prior to the completion of the performance of the obligations of this Agreement, Developer shall not place or allow to be placed on the Property or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Agreement. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto; provided, Developer shall not protest the assessed value of the Development after Completion, as assessed by the County Assessor, without first obtaining written confirmation from EPWA that the actual assessed value exceeds projected values used by EPWA in the revenue analysis upon which the Assistance in Development Financing to be provided pursuant to Section 3.2 has been based.

2.12. Developer Representations and Warranties

Developer represents and warrants the following:

- (a) Developer represents that it is a limited liability company duly organized and existing under the laws of the State of Oklahoma. Developer is authorized to conduct business in the State of Oklahoma and is not in violation of any provisions of its articles of organization, operating agreement, or any other agreement governing Developer, or any law of the State of Oklahoma affecting Developer's ability to perform under this Agreement.
- (b) Developer's ability to complete the Development with public assistance from EPWA has induced Developer to proceed with the Development.
- (c) Developer represents that it has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of Developer in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by such Developer or the consummation of the transactions

contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, or other laws affecting creditor's rights generally and subject to general principles of equity.

- (d) Developer represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of other provisions of its articles of organization, operating agreement or any other agreement governing Developer or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which Developer is a party or by which it may be bound, and will not constitute a default under any of the foregoing.
- (e) To the knowledge of the Developer, there is not currently pending any action, suit, proceeding or investigation, nor is any such action threatened in writing, which, if adversely determined, would materially adversely affect Developer or the Development.
- (f) Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City or EPWA any money or other consideration for obtaining this Agreement. Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City or EPWA who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Agreement.
- (g) To the best of Developer's knowledge, neither this Agreement nor any statement or document referred to herein or delivered by Developer pursuant to this Agreement has or will contain any untrue statement or omit to state material facts necessary to make the statements made herein or therein not misleading.

2.13. Reports

Until Completion, Developer shall provide EPWA with quarterly status reports, in writing, of all project costs paid, including the amounts of sales taxes collected on construction materials used for the Development. Developer shall use its best efforts to maintain a record of all sales taxes paid on construction materials used for the Development.

2.14. Other Actions

Developer agrees to take such other reasonable actions as may be appropriate or desirable to support the implementation of the Development including, by way of example, furnishing information reasonably requested by EPWA, and in other matters that may be of benefit to the Development.

SECTION 3. EPWA OBLIGATIONS

3.1. Design Review

EPWA shall review all Design Documents submitted by Developer pursuant to Section 2.2 of this Agreement within ten (10) days of delivery to the EPWA. All Design Documents shall be in conformity with applicable City ordinances and regulations.

3.2. Assistance in Development Financing

Provided Developer is not in default of its obligations under this Agreement, EPWA shall provide annual payments of Assistance in Development Financing as follows:

An amount equal to ninety percent (90%) of the annual Incremental Ad Valorem Taxes paid on the Property each year for taxes that become due and owing during the period beginning at the date of Completion, and ending upon the earlier of: (i) the date TIF 1 terminates pursuant to law, or (ii) when the cumulative Assistance in Development Financing paid pursuant to this Section 3.2 to Developer totals \$450,000 ("Maximum Assistance"). The Parties acknowledge there may be fluctuations in individual line-item costs within the proposed budget in **Exhibit A**. Notwithstanding the foregoing, in no event shall the aggregate Assistance in Development Financing exceed the Maximum Assistance.

For purposes of this Section, "Incremental Ad Valorem Taxes" are the tax increment revenues available and generated by the Project, which are determined as follows: the ad valorem taxes paid on the Property for assessed valuation above the baseline assessed valuation of \$22,132 (representing the net assessed value of the Property for the 2021 ad valorem tax year). EPWA shall tender payment of annual Assistance in Development Financing payments to Developer on or before September 1st each year. The Parties understand that each payment tendered shall generally reflect taxes paid for the preceding tax year. EPWA shall provide to Developer a statement showing the actual taxes paid for the preceding tax year when annual Assistance in Development Financing Payment is made.

SECTION 4. EVENTS OF DEFAULT AND REMEDIES

4.1. Events of Default

Each of the following occurrences shall constitute an "Event of Default" of Developer under this Agreement:

- (a) The dissolution or termination of Developer's existence as a business, insolvency, appointment of receiver for any part of Developer's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, and any general assignment for the benefit of creditors, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- (b) Failure or refusal of Developer to perform or comply with any of the terms, obligations, covenants, conditions, or agreements under this Agreement, including, without limitation:

- (i) to satisfy all conditions precedent and commence construction of the Development on or before the Commencement Date; (ii) Completion of the Development on or before the Completion Date.
- (c) Any default of Developer's obligations set forth in Section 2 of this Agreement.
- (d) Subject to Unavoidable Delays, Developer voluntarily ceases construction of the Development for a period of ninety (90) consecutive business days or more.
- (e) A breach of, or any misrepresentation of, any representation or warranty made by Developer in this Agreement or any related agreement.

4.2. Remedies

Upon the occurrence of an Event of Default, which continues for a period of ninety (90) days or more after written notice by either Party (or for such other period as may be required under the applicable related agreement), the non-defaulting party shall be entitled to seek all legal and equitable remedies available under Oklahoma law, including termination of this Agreement, specific performance, injunctive relief, and damages. Notwithstanding the foregoing to the contrary, if the default is of a nature that it cannot be cured within ninety (90) days, such ninety (90) day period shall be extended to allow completion of the cure if cure shall be undertaken within such ninety (90) day period and prosecuted with diligence thereafter to completion.

4.3. Remedies Cumulative; Waiver

The rights and remedies of the Parties under provided by law or by this Agreement shall be cumulative and concurrent, and the exercise of any one or more of any remedies shall not preclude the exercise, whether at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach. No omission or delay on the part of either Party in the exercise of any power, right or privilege hereunder shall be construed to waive such default or Event of Default nor shall any single or partial exercise thereof or of any other right, power or privilege. No delay or omission of either Party to exercise any right, power, or remedy shall constitute acquiescence thereof. All rights and remedies existing under this Agreement and any related agreements are cumulative, and not exclusive of any rights or remedies otherwise available.

SECTION 5. GENERAL PROVISIONS

5.1. Conflict of Interest; EPWA Representatives Not Individually Liable

No official or employee of the EPWA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are Parties to this Agreement. No official or employee of the EPWA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by EPWA or for any amount which becomes due to Developer or its successors under this Agreement.

5.2. No Broker Agreement

Each Party hereto represents to each other Party that the obligations pursuant to this Agreement have not involved any broker nor is any Party hereto liable for the payment of a brokerage commission in connection with the negotiation of this Agreement. Each Party agrees to indemnify and hold harmless each other Party from any and all liability, loss, claim or expenses arising out of any breach of their respective foregoing representation.

5.3. Applicable Law, Severability and Entire Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. The controlling court shall be a court of competent jurisdiction in Oklahoma County, Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

5.4. Third Parties

Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

5.5. No Partnership or Joint Venture

This Agreement specifically does not create any partnership or joint venture between the Parties hereto, or render any Party liable for any of the debts or obligations of any other Party.

5.6. Amendment

This Agreement may be amended by approval of EPWA and Developer unless the proposed amendment requires a modification of the Project Plan subject to approval by the agency's governing body, the trustees of EPWA, in which event approval by the City shall also be required.

5.7. Time is of the Essence

The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

5.8. Formalities and Authority

The Parties represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

5.9. Notices and Demands

Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

- | | |
|--|--|
| (a) In the case of EPWA: | Copy to: |
| Edmond Public Works Authority
P.O. Box 2970
Edmond, OK 73083
Attn: City Manager | Edmond Public Works Authority
P.O. Box 2970
Edmond, OK 73083
Attn: General Counsel |
| (b) In the case of Developer: | Copy to: |
| 19 Broadway Building LLC
105 N Broadway
Edmond, OK 73034
Attn: Matthew Myers | Rubenstein & Pitts, PLLC
1503 E. 19 th St.
Edmond, OK 73013
Attn: Todd A. McKinnis |

or to such other address, within the United States, with respect to a Party as that Party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a Party under this Agreement to any other Party under this Section shall be given to each other Party to this Agreement.

5.10. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

5.11. Modifications

This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification or discharge is sought.

5.12. Unavoidable Delays

The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of Unavoidable Delays. "Unavoidable Delays" means beyond the reasonable control of the Party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other Party to this Agreement (for example, a delay in transfer of possession), strikes, labor disputes, pandemics or epidemics, governmental restrictions (including, but not limited to, stay at home orders and similar), court injunctions, riot, civil

commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such Party.

5.13. Further Assurances

Each Party agrees that it will, without further consideration, reasonably execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement.

5.14. Attorneys' Fees

In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance of this Agreement, the prevailing Party, as determined by a court of competent jurisdiction, shall be entitled to recover from the non-prevailing Party all of its reasonable expenses, including reasonable attorneys' and accountants' fees.

5.15. Counterparts

This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

5.16. Recitals

The recitals to this Agreement are incorporated herein.

5.17. Survival of Covenants

Except as described below, any of the representations, warranties, covenants, and obligations (including, without limitation, indemnification obligations) of the Parties, shall survive for a period of one (1) year following Completion and shall not be merged therein.

5.18. Oklahoma Governmental Tort Claims Act

EPWA's obligations under this Agreement with respect to insurance, indemnity and liability are subject to and shall not constitute a waiver of the protection or limits of liability under the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Section 150, *et seq.*

5.19. Construction of this Agreement

The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

[SIGNATURES ON FOLLOWING PAGES]

EDMOND PUBLIC WORKS AUTHORITY
"EPWA"

By: _____
_____, Chairman

Attest:

19 BROADWAY BUILDING LLC
"Developer"

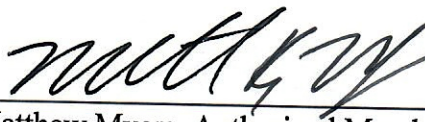
By: 
Matthew Myers, Authorized Member

EXHIBIT A

Budget for the Development

PRELIMINARY BUDGET: Subject to change. Assumes all cash financing

Land & Building Costs

Land & Building Cost: ~9950 SF before remodel, ~11,630 after remodel

Closing Costs

Total Land and Building Costs

	\$/SF	Cost
\$	189.17	\$ 2,200,000
\$	0.95	\$ 11,000
\$	190.11	\$ 2,211,000

Hard Costs/Remodel

Hard Costs: Design/Build (Excluding TI Allowance)

Hard Cost Contingency

Total Hard Costs

	\$	210.66	\$	2,450,000
10.0%	\$	21.07	\$	245,000
	\$	231.73	\$	2,695,000

Soft Costs

Legal, TIF, Operating Agreements & HOA

Closing fees, title policy, for land, etc.

Architecture Fees, Int. Structural, Mechanical, Etc (target < 6% of construction costs): Incl in Design Build c 2.0%

Marketing, Branding & Social Media

Administration, Office, Bookkeeping & Tax Prep, OZ

Engineering (Civil, etc)

Fees - Testing/Impact/Independent Construction Testing

Reports - Environmental, Inspections, etc

Taxes & Insurance (builders risk in construction cost)

Site Preparation (Included in construction costs)

Landscaping/exterior decorative lights (partial incl in construction)

Common Retail Areas with \$x EEDA grant for lights and signage

Fees - Financing Bank (see below)

Utilities & connections (included in construction)

Parking/Trash Coverings (included in construction)

Interior Design

Art Installation: Partnership with the City

Consulting Fees/Redemption/Misc.

Owners Rep: Cooper Advisors

Developer Fee

Soft Cost Contingency

Total Soft Costs

	\$	3.01	\$	35,000
	\$	1.29	\$	15,000
2.0%	\$	4.30	\$	50,000
	\$	1.72	\$	20,000
	\$	1.72	\$	20,000
	\$	2.15	\$	25,000
	\$	0.86	\$	10,000
	\$	0.86	\$	10,000
	\$	3.01	\$	35,000
	\$	-	\$	-
	\$	2.58	\$	30,000
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	2.15	\$	25,000
	\$	4.30	\$	50,000
	\$	0.43	\$	5,000
	\$	2.15	\$	25,000
	\$	17.20	\$	200,000
10.0%	\$	4.77	\$	55,500
	\$	52.49	\$	610,500

Operating Losses

Operating Losses

\$	-	\$	-
\$	-	\$	-

TI & Leasing Costs

Tenant Improvements

Leasing Commissions

Total Leasing Costs

\$	20.00	\$	232,600
\$	4.30	\$	50,013
\$	24.30	\$	282,613

Financing Costs

Financing Fee

Cash Reserve of \$150,000 held in separate cash account

Construction Loan Interest

Total Financing Costs

\$	-	\$	-
\$	-	\$	-
\$	-	\$	-
\$	-	\$	-

Total Development Costs: Includes TIF Costs (To Be Reimbursed)

\$ 474.33 \$ 5,799.113

City Council / Public Works Authority

10. A.

Meeting Date: 09/14/2026

Submitted For: Kory Atcuson-Coley, City Clerk, City Clerk's Office
Email: Kory.Atcuson-Coley@edmondok.gov , Phone: 405-359-4555

Submitted By: Kory Atcuson-Coley, City Clerk, City Clerk's Office

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of City Council Special Meeting Minutes: August 24, 2026. (Citywide)

Background

Time Frame

Issue

Recommendations

Action Needed

Public Notification

Attachments

20260824CCS

Edmond City Council Minutes - August 24, 2026

Special Meeting

1. Call to Order of the Edmond City Council Meeting.

Mayor Nash called the special meeting of the Edmond City Council to order at 3:00 PM, Monday, August 24, 2026, in the Main Street Conference Rooms at City Hall, located at 22 East Main Street in Edmond, Oklahoma. Public notice of the date, time, and place for this meeting was filed with the Edmond City Clerk on August 20, 2026, at 10:47 AM. The date, time, place, and agenda for this meeting was also posted on the City of Edmond's website and at City Hall on August 20, 2026, at 10:47 AM. Written notice of the date, time, place, and agenda of the regular meeting was delivered to those requesting notice on August 20, 2026, at 11:04 AM.

PRESENT: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

ABSENT: None

2. Discussion of topics related to Downtown Edmond, including:

- **Discussion regarding what area constitutes Downtown Edmond;**
- **Discussion regarding the 2014 Downtown Master Plan and investments, projects, and activities that have occurred since the 2014 Downtown Master Plan was approved;**
- **Discussion regarding future Downtown Edmond planning efforts and other Citywide planning efforts that would affect Downtown Edmond;**
- **Discussion regarding Tax Increment Finance (TIF) districts in Downtown Edmond;**
- **Discussion regarding current and potential future uses of City owned properties in Downtown Edmond; and**
- **Discussion of prioritized actions and next steps related to Downtown Edmond.**

Ken Bryan, Director of Planning, shared the results of a mapping exercise in which the Mayor and Councilmembers participated to help define the boundaries of Downtown Edmond. He highlighted new construction, reuse projects and areas of public investment that have occurred since the 2014 Downtown Master Plan. He also reviewed ongoing projects and identified other Planning initiatives that intersect with the downtown area. The City Council agreed to move forward with updating the 2014 Downtown Master Plan with the Mayor and Councilmembers providing input on key topics to be considered. It was also determined that the Festival Marketplace be addressed through a separate planning exercise.

Lena Dozier, Economic Development Program Manager, provided an update on existing Tax Increment Financing (TIF) projects and discussed the potential for establishing additional TIF districts in the downtown area.

The Mayor and Councilmembers discussed the future of several city-owned properties, providing suggestions and identifying priorities. Agreement was made to continue the discussion with staff developing a range of potential ideas and options for each property.

3. Adjournment of the Edmond City Council Special Meeting.

Mayor Nash adjourned the meeting.

City Clerk

Mayor

City Council / Public Works Authority

10. B.

Meeting Date: 09/14/2026

Submitted For: Kory Atcuson-Coley, City Clerk, City Clerk's Office
Email: Kory.Atcuson-Coley@edmondok.gov , Phone: 405-359-4555

Submitted By: Kory Atcuson-Coley, City Clerk, City Clerk's Office

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of City Council Regular Meeting Minutes: August 24, 2026. (Citywide)

Background

Time Frame

Issue

Recommendations

Action Needed

Public Notification

Attachments

20260824CCR

Edmond City Council Minutes - August 24, 2026

Regular Meeting

1. Call to Order of the Edmond City Council Meeting.

Mayor Nash called the regular meeting of the Edmond City Council to order at 5:30 PM, Monday, August 24, 2026, in the City Council Chamber at City Hall, located at 22 East Main Street in Edmond, Oklahoma. Public notice of the date, time, and place for this meeting was provided in the Edmond City Council 2026 Schedule of Regular Meetings, filed with the Edmond City Clerk on September 9, 2025, at 8:00 AM. The date, time, place, and agenda for this meeting was also posted on the City of Edmond's website and at City Hall on August 20, 2026, at 10:48 AM. Written notice of the date, time, place, and agenda of the regular meeting was delivered to those requesting notice on August 20, 2026, at 11:02 AM.

PRESENT: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

ABSENT: None

2. Presentations:

A. Presentation of a Proclamation Recognizing September 8, 2026 as Neighbors Night Out in the City of Edmond.

3. Citizen Comments.

Robert Karum, an Edmond resident, spoke regarding a City water well exemption request, pending before the Oklahoma Water Resources Board.

4. Appointments and Reappointments:

A. Ward One Appointments and Reappointments:

- 1. Removal of David Greenfield from the Arcadia Lake Commission.**
- 2. Appointment of Sarah Myrick to the Arcadia Lake Commission to Fulfill the Unexpired Term of David Greenfield; Term Expires October 31, 2028.**

B. Ward Two Appointments and Reappointments:

- 1. Removal of Jennifer Rader from the Development Impact Review Committee.**
- 2. Appointment of Alison Heasley to the Development Impact Review Committee to Fulfill the Unexpired Term of Jennifer Rader; Term Expires June 30, 2027.**

C. Other Appointments and Reappointments:

- 1. Reappointment of Bennett Wolff to the Visit Edmond Tourism Advisory Board as the Student Member; Term Expires June 30, 2027.**

Motion by Councilmember Moore, seconded by Councilmember Watterson, to approve all appointments, reappointments, and removals as listed under agenda item 4. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

5. City Council Public Hearing Items:

A. Case No. PR26-00001; Public Hearing and Consideration of Approval for a Preliminary Plat for Black Oaks II at Iron Horse Ranch, Located Southeast of Sorghum Mill Road and Coltrane Road. (Staab Holdings LLC)

Mayor Nash asked if the applicant was present. The applicant responded affirmatively.

Ken Bryan, Director of Planning, provided general information and answered questions from members of the City Council regarding agenda item 5.A. Mr. Bryan noted that the Planning Commission unanimously recommended approval at their August 4, 2026, meeting.

Mayor Nash asked if anyone in the audience wished to speak regarding the agenda item.

Taylor Wilson, an Edmond resident, spoke regarding the use of septic systems on the property.

Linda O'Connor, an Edmond resident, spoke regarding how the development would affect her property.

Mark Grubbs, representing the applicant, provided additional information and answered questions from members of the City Council regarding agenda item 5.A.

Mayor Nash asked for clarification on what types of septic systems would be used in the development. Mr. Grubbs responded that they would be using aerobic systems.

Mayor Nash expressed concerns about the number of septic systems and the smell issues for aerobic systems for both those living in the development and in the surrounding properties.

Councilmember Moore also expressed concern over the use of aerobic septic systems in the development. Councilmember Moore requested a two-week continuance and requested the applicant reach out to meet about the project. Mr. Grubbs responded affirmatively.

Motion by Councilmember Moore, seconded by Councilmember Fraim, to continue agenda item 5.A. to the September 14, 2026, City Council meeting. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

B. Case No. Z26-00013; Public Hearing and Consideration of Approval of Ordinance No. 4098 Rezoning Certain Property Located at 930 East 2nd Street from "E-1" Retail General Commercial to "PUD Z26-00013" Central Plaza Planned Unit Development and Providing An Effective Date. (Varghese)

Mayor Nash asked if the applicant was present. The applicant responded affirmatively.

Ken Bryan, Director of Planning, provided general information and answered questions from members of the City Council regarding agenda item 5.B. Mr. Bryan noted that the Planning Commission unanimously recommended approval at their August 4, 2026, meeting.

Varghese Jacob, the owner of the property, provided additional information and answered questions from members of the City Council regarding agenda item 5.B.

Mayor Nash asked if anyone in the audience wished to speak regarding the agenda item. No one responded.

Motion by Councilmember Murdock Nichols, seconded by Councilmember Moore, to approve agenda item 5.B. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

C. Case No. U26-00007; Public Hearing and Consideration of Approval of a Specific Use Permit for Home Spa Massage, Located at 151 E 33rd Street, Suite 103. (Zhang)

Mayor Nash asked if the applicant was present. The applicant responded affirmatively.

Ken Bryan, Director of Planning, provided general information and answered questions from members of the City Council regarding agenda item 5.C. Mr. Bryan noted that the Planning Commission unanimously recommended approval at their August 4, 2026, meeting.

Yiqiong Zhang, the applicant, provided additional information and answered questions from members of the City Council regarding agenda item 5.B.

Councilmember Watterson requested clarification on licensing requirements. Mr. Bryan responded, clarifying that licensing for individuals is issued by the State and that operating hours are not addressed under the relevant ordinance.

Mayor Nash noted that Ms. Zhang's property was one of the properties that had been investigated for prostitution in previous years, noted that no charges were filed against Ms. Zhang, but noted that charges were filed against one of Ms. Zhang's employees.

Mayor Nash further noted that Ms. Zhang had made a statement to NonDoc that employees were sleeping in the business at the time. Mayor Nash asked if employees were still sleeping in the business.

Ms. Zhang responded affirmatively and stated that employees sleep at the business because they are not local, are independent contractors, and aren't sure how long they will work for the business. Ms. Zhang stated that she had never been informed that employees could not sleep at the business.

Mayor Nashed for clarification from staff on whether employees would be able to reside at the business based on zoning rules. Mr. Bryan responded that staff would need time to research that question.

Motion by Councilmember Watterson, seconded by Councilmember Moore, to continue agenda item 5.C. to the September 14, 2026, City Council meeting. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

D. Danforth and Kelly:

1. **Consideration of Approval of a Budget Amendment for a Supplemental Appropriation from 2000 CIP Reserves to the 2000 CIP Streets Budget for Danforth and Kelly; \$56,946.10.**
2. **Consideration of Approval of an Additional Invoice from the Oklahoma Department of Transportation (ODOT) for the Danforth and Kelly Intersection Project; \$1,046,142.10.**

Christy Batterson, Director of Housing and Community Resources, and Steve Lawrence, Director of Engineering, provided general information and answered questions from members of the City Council regarding agenda items 5.D.1. and 5.D.2.

Mayor Nash asked if anyone in the audience wished to speak regarding the agenda items. No one responded.

Motion by Councilmember Watterson, seconded by Councilmember Moore, to approve agenda item 5.D.1. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Motion by Councilmember Moore, seconded by Councilmember Watterson, to approve agenda item 5.D.2. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

- E. Consideration of Approval of a Budget Amendment for a Transfer of Appropriation from the Facility Maintenance Budget for Contract Services to the Police Department Budget for Overtime Pay; \$60,000.00.**

Jane Robertson, Management Services Manager, provided general information and answered questions from members of the City Council regarding agenda item 5.E.

Mayor Nash asked if anyone in the audience wished to speak regarding the agenda item. No one responded.

Motion by Councilmember Murdock Nichols, seconded by Councilmember Moore, to approve agenda item 4.E. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

- F. Bicycle / Pedestrian Safety:**

1. **Consideration of Approval of a Budget Amendment for a Supplemental Appropriation to Support the FFY2027 Oklahoma Highway Safety (OHSO) Office Bicycle / Pedestrian Safety Grant and Remaining FFY2026 OHSO Bicycle / Pedestrian Safety Grant Expenses.**

2. Consideration of Approval of a FFY2027 Grant Agreement with the Oklahoma Highway Safety Office (OHSO) for a Bicycle / Pedestrian Safety Project; \$30,000.00.

Christy Batterson, Director of Housing and Community Resources, provided general information and answered questions from members of the City Council regarding agenda items 5.F.1. and 5.F.2.

Mayor Nash asked if anyone in the audience wished to speak regarding the agenda items. No one responded.

Motion by Councilmember Fraim, seconded by Councilmember Murdock Nichols, to approve agenda item 5.F.1. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Motion by Councilmember Murdock Nichols, seconded by Councilmember Moore, to approve agenda item 5.F.2. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

6. Recess of the Edmond City Council Meeting.

Motion by Councilmember Moore, seconded by Councilmember Watterson, to recess the Edmond City Council meeting. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Mayor Nash reconvened the Edmond City Council meeting.

10. City Council General Consent Items:

A. Consideration of Approval of City Council Regular Meeting Minutes: August 10, 2026.

B. Consideration of Approval of a Joint Resolution of the City of Edmond and Edmond Public Works Authority No. 28-26 Approving and Adopting a General and Operating and Edmond Public Works Authority Funds Investment Policy to Supersede the General and Operating and Edmond Public Works Authority Funds Investment Policy Adopted December 20, 2013; Directing the City Clerk to File, Post, and Distribute; And Providing an Effective Date.

C. Consideration of Approval of Resolution No. 29-26 Authorizing the City Manager or His Designee to Support a Joint Grant Application with the City of Norman and The City of Oklahoma City (EMBARK) for the Innovative Coordinated Access and Mobility (ICAM) Pilot Program.

- D. Consideration of Approval of a Built Environment Grant Agreement from the Tobacco Settlement Endowment Trust (TSET) for a Parks and Open Spaces Master Plan.
- E. Case No. PR26-00007; Consideration of Approval for a Final Plat for Hurd Courts, Located on the North Side of Hurd, East of Fretz. (Wallace Design)
- F. Case No. PR23-00003; Consideration of Approval for a Final Plat of Sandstone Hills Phase 1, Located Southwest of Coffee Creek and Post. (Johnson & Associates)
- G. Case No. PR25-00012; Consideration of Approval for a Final Plat of East Fork Phase 1, Located on the Southwest Corner of Coffee Creek and Air Depot. (LTS Engineering LLC)
- H. Consideration of Acknowledging the Oklahoma Department of Environmental Quality (DEQ) Construction Permit WT000055260000 for WC24-00010 - Arcadia Lake Water Treatment Plant (WTP) Process Improvements Project WTP-01C System Improvements Project.
- I. Consideration of Acceptance of Final Plat, Public Improvements, and Maintenance Bonds for Wild Rose Ranch Phase 2.
- J. Consideration of Acceptance of Final Plat, Public Improvements, and Maintenance Bonds for Echo Ranch Phase 2.
- K. Consideration of Acceptance of Final Plat, Public Improvements, and Maintenance Bonds for Prescott Hills Phase 1.
- L. Consideration of Acceptance of Final Plat, Public Improvements, and Maintenance Bonds for Java Junction, Located at 833 West Edmond Road.
- M. Consideration of Acceptance of Donated Public Utility Easement from Prescott Hills, LLC, Associated with Prescott Hills Phase 1, East Danforth Road and North Post Road.
- N. Consideration of Acceptance of a Donated Public Utility Easement from Prescott Hills, LLC, Associated with Prescott Hills Phase 1, East Danforth Road and North Post Road.
- O. Consideration of Acceptance of Donated Street and Utility Easement from Edmond Independent School District No. 12, in the Vicinity of Covell Road and Air Depot Boulevard.
- P. Consideration of Acceptance of Bid, Authorizing the Mayor to Execute a Contract, and Approval of Resolution No. 30-26 Appointing Purchasing Agent for the Fiscal Year 2027 Concrete Paving Reconstruction Project for Engineering; \$3,517,818.91.
- Q. Consideration of Approval of Payment of the Function Space License Agreement for the Hotel Conference Center; \$250,000.00.
- R. Consideration of Approval of the Fourth Amendment to the Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council; \$17,400.00.
- S. Consideration of Approval of Change Order No. 1 (FINAL) to the Contract for Construction with Elevation Roofing Solutions LLC D/B/A H & H Construction for the 33rd Street Sidewalk Project; \$15,813.01 Increase.

T. Consideration of Approval of Lodging, Airfare, Mileage, and Meals for Councilmembers to Attend a Peer City Visit to Carmel, Indiana on October 27-30, 2026; Estimated Cost Per Person of \$2,130.00.

Mayor Nash asked if any member of the City Council wished to pull any of the twenty items from general consent for separate discussion or action. Mayor Nash stated that agenda items 10.C., 10.D., 10.P., 10.Q., and 10.T. would be considered separately.

Motion by Councilmember Watterson, seconded by Councilmember Murdock Nichols, to approve agenda items 10.A. through 10.S., excluding agenda items 10.C., 10.D., 10.P., and 10.Q., under City Council General Consent. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

11. City Council Discussion and Consideration Items:

A. Consideration of City Council General Consent Agenda Items Pulled for Separate Discussion and/or Action.

Christy Batterson, Director of Housing and Community Resources, provided general information and answered questions regarding agenda item 10.C.

Motion by Councilmember Watterson, seconded by Councilmember Fraim, to approve agenda item 10.C. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Frank Hale, Interim Director of Parks and Recreation, provided general information and answered questions regarding agenda item 10.D.

Motion by Councilmember Murdock Nichols, seconded by Councilmember Moore, to approve agenda item 10.D. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Steve Lawrence, Director of Engineering, provided general information and answered questions regarding agenda item 10.P.

Motion by Councilmember Murdock Nichols, seconded by Councilmember Fraim, to approve agenda item 10.P. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Motion by Councilmember Watterson, seconded by Councilmember Moore, to approve agenda item 10.Q. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Members of the City Council discussed agenda item 10.T.

Motion by Councilmember Fraim, seconded by Councilmember Moore, to approve agenda item 10.T. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, and Watterson

NO: Councilmember Murdock Nichols

B. Presentation and Discussion of a Potential Oklahoma Natural Gas (ONG) Franchise Election and Consideration of Directing City Staff to Prepare Necessary Materials to Call a Special Election for Purposes of Establishing an ONG Franchise Agreement.

Dustin Frederick and Jaclynn Pyle, with Oklahoma Natural Gas (ONG), presented on and answered questions from members of the City Council regarding agenda item 11.B.

The consensus of members of the City Council was to send the potential franchise agreement to the Finance Committee for further discussions before coming back to City Council for consideration. No further action taken.

C. Discussion and Consideration of the Second Amended and Restated Development and Financing Assistance Agreement with 103 Broadway, LLC and 18 W Hurd, to Induce and Support a Mixed-Use Development at the Northwest Corner of Broadway and Hurd in Downtown Edmond to Provide for Assistance in Development Financing to 103 Broadway, LLC and 18 W Hurd.

Motion by Councilmember Fraim, seconded by Councilmember Moore, to approve agenda item 11.C. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

12. Recess of the Edmond City Council Meeting.

Motion by Councilmember Moore, seconded by Councilmember Watterson, to recess the Edmond City Council meeting. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

Mayor Nash reconvened the Edmond City Council meeting.

15. City Council Executive Sessions and Action Items:

A. Enter into Executive Session on Advice of the City Attorney to Discuss Pending Claim or Action styled Kelly Corner, LLC v. The Harland Oil Company, LLC; Castella, Inc.; and Mark W. McCann, Case No. CJ-2023-3363 as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(4) because Disclosure Would Seriously Impair the Ability of the Public Body to Process the Claim or Conduct a Pending Investigation, Litigation or Proceeding in the Public Interest.

- B. Enter into Executive Session on Advice of the City Attorney to Discuss Pending Application of Castella Inc. and The Harland Oil Company, Case CD2024-T, before the Corporation Commission of the State of Oklahoma as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(4) because Disclosure Would Seriously Impair the Ability of the Public Body to Process the Claim or Conduct a Pending Investigation, Litigation or Proceeding in the Public Interest.**
- C. Consideration of Authorizing the City Attorney to Proceed with Settlement in Case No. CJ-2023-3363 and to Execute Documents Necessary to Effectuate Said Settlement.**
- D. Consideration of Authorizing the City Attorney to Proceed with Settlement in Case CD2024-T and to Execute Documents Necessary to Effectuate Said Settlement.**

Motion by Councilmember Fraim, seconded by Councilmember Moore, to continue agenda items 15.A., 15.B., 15.C., and 15.D., to an unspecified later date. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

16. Comments from the Mayor and Members of the City Council.

Councilmember Watterson and Mayor Nash noted the upcoming Arcadia Lake event.

City Manager AJ Krieger expressed appreciation for the work of staff members Dwight and Reyna for their work in getting both the workshop and council meetings broadcast in separate rooms.

Councilmember Moore asked for an update on the status of air conditioning repairs at the YMCA. Mr. Krieger provided an update.

17. Adjournment of the Edmond City Council Meeting.

Motion by Councilmember Moore, seconded by Councilmember Watterson, to adjourn the Edmond City Council meeting. Motion carried as follows:

YES: Mayor Nash, Councilmembers Fraim, Moore, Murdock Nichols, and Watterson

NO: None

City Clerk

Mayor

City Council / Public Works Authority**10. C.****Meeting Date:** 09/14/2026**Submitted For:** Kathy Panas, Director, Finance

Email: Kathy.Panas@edmondok.gov , Phone: 405-359-4521

Submitted By: Ethan Davis, Finance Manager, Finance**Ward:** Citywide**City Council Strategic Plan:** Fiscal Diligence

Item

Consideration of Accepting the Unaudited Fiscal Year 2026 Quarter 4 Budget to Actuals Reports, June 2026 Sales and Use Tax Summaries, and Debt Detail Report. (Citywide)

Background

The Finance Department has completed the fourth quarter financial review for the City as of June 30, 2026, representing twelve months of FY26. The attached financial reports provide a summary of revenues and expenditures for the General Fund and major utility funds for the period ending 6/30/2026. These figures are preliminary, internally prepared, and unaudited, pending final year-end adjustments and the upcoming independent annual audit.

In addition, June 2026 sales and use tax collections are summarized by NAICS (North American Industry Classification System) category, and an updated Debt Detail Report is presented showing outstanding debt balances as of June 30, 2026, compared to the prior fiscal year-end.

Reports provided include:

1. Citywide Uses (Governmental, EPWA, Other Enterprise Funds, Capital) as of 6/30/2026
2. Citywide Sources (Governmental, EPWA, Other Enterprise Funds) as of 6/30/2026
3. General Fund Budget to Actuals as of 6/30/2026
4. Special Revenue Fund Budget to Actuals as of 6/30/2026
5. Capital Project Funds Budget to Actuals as of 6/30/2026
6. EPWA Funds Budget to Actuals as of 6/30/2026
7. Other Enterprise Funds Budget to Actuals as of 6/30/2026
8. Administrative Allocation Overhead (also known as Internal Service Funds) Budget to Actuals as of 6/30/2026
9. Citywide Budget to Actuals as of 6/30/2026
10. Citywide Adopted to Current Budget Breakdown
11. June 2026 Sales and Use Tax Summaries
 1. Sales Tax NAICS Summary
 2. Use Tax NAICS Summary
12. June 2026 Debt Summary

The web-based version (with drilldowns) of this update can be found by visiting <https://edmondok.openbook.questica.com/> and selecting "June 2026 Financial Update (Unaudited)".

Time Frame

Fiscal Year Covered: FY26 (July 1, 2025 - June 30, 2026)

Reporting Cutoff: June 30, 2026 (Q4)

Debt Comparison Dates: June 30, 2025 vs. June 30, 2026

Sales and Use Tax Summary: Collection for the month ending June 30, 2026

Issue

Reviewing preliminary unaudited

Q4 performance allows the City to assess expenditure trends, identify potential budgetary adjustments, and confirm financial sustainability across all major funds. The June sales and use tax report provides insight into key economic drivers, while the debt report tracks principal changes and new issuances since the close of FY25.

Recommendations

Staff recommends acceptance of the unaudited financial reports.

Action Needed

Motion to Accept.

Public Notification

Posted Agenda.

Attachments

June Q4 Unaudited Financial Update

Table of Contents

City Wide June Uses	2
City Wide June Sources	3
General Fund June Financials	4
Special Revenue Funds June Financials	5
Capital Projects June Financials	6
EPWA Funds June Financials	7
Other Enterprise Fund June Financials	8
Administrative Allocation Overhead Fund June Financials	9
City Wide June Financials	10
Adopted vs Current Budget Breakdown	11
Sales Tax Summaries	12
YTD Sales Tax by NAICS	15
YTD Use Tax by NAICS	16
Debt Summary	17

City Wide June Uses (Unaudited)

Category	Adopted Budget	Current Budget	June Actuals	YTD Actuals	% of Current Budget	Above (below) YTD Budget
Governmental						
Personal Services	96,383,024	96,311,517	7,627,919	91,399,462	94.90%	(5.10%)
Materials & Supplies	9,462,989	10,475,533	835,577	8,193,381	78.21%	(21.79%)
Other Services & Charges	50,725,120	53,524,275	4,022,164	45,940,870	85.83%	(14.17%)
Debt Service	12,367,470	12,367,470	0	12,313,970	99.57%	(0.43%)
Transfers Out	115,729,474	115,984,035	9,620,892	113,889,436	98.19%	(1.81%)
Subtotal	284,668,077	288,662,831	22,106,551	271,737,120	94.14%	(5.86%)
Edmond Public Works Authority (EPWA) Funds						
Personal Services	18,207,347	18,135,973	1,394,073	16,296,479	89.86%	(10.14%)
Materials & Supplies	5,301,259	6,254,483	507,070	4,731,770	75.65%	(24.35%)
Other Services & Charges	93,888,689	117,440,349	8,277,386	89,415,141	76.14%	(23.86%)
Debt Service	38,816,168	38,816,168	(17,222,065)	20,236,440	52.13%	(47.87%)
Transfers Out	48,056,596	49,443,241	4,361,395	49,087,211	99.28%	(0.72%)
Subtotal	204,270,059	230,090,215	(2,682,141)	179,767,041	78.13%	(21.87%)
Other Enterprise Funds						
Personal Services	1,780,630	1,784,630	175,931	1,645,219	92.19%	(7.81%)
Materials & Supplies	902,850	913,850	61,874	848,624	92.86%	(7.14%)
Other Services & Charges	3,382,321	4,013,786	334,765	3,890,266	96.92%	(3.08%)
Debt Service	0	0	0	0	0.00%	(100.00%)
Transfers Out	1,100,112	1,100,112	91,613	1,099,812	99.97%	(0.03%)
Subtotal	7,165,913	7,812,378	664,183	7,483,920	95.80%	(4.20%)
Capital Outlay						
Edmond Public Works Authority (EPWA) Funds	41,157,189	655,309,507	554,450	82,883,148	12.65%	(87.35%)
Governmental	39,942,680	107,658,023	1,581,390	48,255,270	44.82%	(55.18%)
Other Enterprise Funds	730,000	734,149	0	516,325	70.33%	(29.67%)
Grand Total	81,829,869	763,701,679	2,135,840	131,654,743	17.24%	(82.76%)
Total Citywide Uses	577,933,919	1,290,267,102	22,224,433	590,642,824	45.78%	(37.56%)

City Wide June Sources (Unaudited)

Category	Adopted Budget	Current Budget	June Actuals	YTD Actuals	% of Current Budget	Above (below) YTD Budget
Governmental						
Revenues / Funding Source						
Charges for Services	23,220,143	23,220,143	1,924,768	23,344,486	100.54%	17.20%
Fines & Forfeitures	1,726,139	1,726,139	132,211	2,055,546	119.08%	35.75%
Inter-governmental	7,853,062	8,122,353	574,775	3,918,918	48.25%	(35.08%)
Interest	3,676,168	3,676,168	513,738	7,046,351	191.68%	108.34%
Licenses & Permits	3,257,359	3,257,359	312,730	2,454,865	75.36%	(7.97%)
Miscellaneous Revenue	3,890,614	3,926,245	646,409	3,377,984	86.04%	2.70%
Taxes	109,215,980	109,215,980	9,605,581	109,693,715	100.44%	17.10%
Transfers In	147,308,860	148,923,073	12,648,551	146,783,281	98.56%	15.23%
Fund Balance	24,462,433	94,253,394	(2,670,821)	21,317,243	22.62%	(77.38%)
Total Governmental Sources	324,610,757	396,320,853	23,687,941	319,992,389	80.74%	(19.26%)
Edmond Public Works Authority (EPWA) Funds						
Revenues / Funding Source						
Charges for Services	193,017,649	193,017,649	17,109,933	194,675,148	100.86%	0.86%
Inter-governmental	0	0	0	0	0.00%	0.00%
Interest	2,539,764	2,539,764	1,305,814	16,558,858	651.98%	551.98%
Licenses & Permits	1,669,096	1,669,096	211,743	2,170,100	130.02%	30.02%
Loan Proceeds	0	15,669,369	0	0	0.00%	0.00%
Miscellaneous Revenue	429,718	429,718	20,346	1,807,783	420.69%	320.69%
Taxes	0	0	0	1	0.00%	0.00%
Transfers In	16,553,648	16,553,648	1,382,078	16,460,220	99.44%	(0.56%)
Fund Balance	31,217,374	655,520,478	(22,157,605)	30,978,078	4.73%	(95.27%)
Total EPWA Sources	245,427,249	885,399,722	(2,127,691)	262,650,189	29.66%	(70.34%)
Other Enterprise Funds						
Revenues / Funding Source						
Charges for Services	3,431,547	3,431,547	363,681	3,741,540	109.03%	9.03%
Inter-governmental	1,750,495	1,800,513	402,095	1,589,691	88.29%	(11.71%)
Interest	39,491	39,491	10,388	114,764	290.61%	190.61%
Loan Proceeds	0	0	0	0	0.00%	0.00%
Miscellaneous Revenue	185,867	185,867	26,466	217,775	117.17%	17.17%
Transfers In	1,023,674	1,023,674	85,305	1,023,674	100.00%	0.00%
Fund Balance	1,464,839	2,065,435	(223,752)	1,312,802	63.56%	(36.44%)
Total Other Enterprise Sources	7,895,913	8,546,527	664,183	8,000,246	93.61%	(6.39%)
Revenues / Funding Source	520,789,273	538,427,794	47,276,612	537,034,701	99.74%	(0.26%)
Fund Balance	57,144,646	751,839,308	(25,052,179)	53,608,123	7.13%	(92.87%)
Total Citywide Sources	577,933,919	1,290,267,102	22,224,433	590,642,824	45.78%	(54.22%)

General Fund June Financials (Unaudited)

Category	Adopted Budget	Current Budget	June Actuals	YTD Actuals	% of Current Budget	Above (below) YTD Budget
Revenues / Funding Source						
Taxes	67,467,810	67,467,810	5,578,327	67,520,699	100.1%	0.1%
Licenses & Permits	3,180,458	3,180,458	311,020	2,412,655	75.9%	(24.1%)
Fines & Forfeitures	1,726,139	1,726,139	131,886	2,054,946	119.0%	19.0%
Inter-governmental	1,657,906	1,657,906	137,497	1,632,357	98.5%	(1.5%)
Charges for Services	6,832,971	6,832,971	571,958	7,557,395	110.6%	10.6%
Interest	185,575	185,575	28,100	201,890	108.8%	8.8%
Miscellaneous Revenue	325,938	325,938	350,512	549,320	168.5%	68.5%
Transfers In	22,787,223	22,787,223	1,898,935	22,787,223	100.0%	0.0%
Fund Balance	700,178	184,165	(406,312)	(4,006,316)	(2,175.4%)	(2,175.4%)
Total Sources	104,864,198	104,348,185	8,601,923	100,710,170	96.5%	(3.5%)
Expenses / Expenditure						
Personal Services	7,477,845	7,327,987	591,185	7,095,874	96.8%	(3.2%)
Materials & Supplies	647,845	657,519	37,964	394,241	60.0%	(40.0%)
Other Services & Charges	5,666,035	5,674,030	426,813	4,601,943	81.1%	(18.9%)
Capital Outlay	754,640	774,332	0	39,800	5.1%	(94.9%)
Transfers Out	90,317,833	89,914,318	7,545,961	88,578,311	98.5%	(1.5%)
Grand Total	104,864,198	104,348,185	8,601,923	100,710,170	96.5%	(3.5%)

Special Revenue Funds June Financials (Unaudited)

Category	Adopted Budget	Current Budget	June Actuals	YTD Actuals	% of Current Budget	Above (below) YTD Budget
Revenues / Funding Source						
Taxes	10,360,322	10,360,322	1,373,746	10,535,390	101.7%	1.7%
Licenses & Permits	0	0	0	0	0.0%	0.0%
Fines & Forfeitures	0	0	325	600	0.0%	0.0%
Inter-governmental	3,316,156	3,476,143	363,552	1,865,585	53.7%	(46.3%)
Charges for Services	964,950	964,950	86,994	989,519	102.5%	2.5%
Interest	1,777,936	1,777,936	137,335	1,911,630	107.5%	7.5%
Loan Proceeds	0	0	0	0	0.0%	0.0%
Miscellaneous Revenue	663,523	699,154	36,918	844,015	120.7%	20.7%
Transfers In	57,739,822	58,481,473	4,853,303	57,113,922	97.7%	(2.3%)
Fund Balance	12,040,420	17,469,498	74,360	9,787,336	56.0%	(44.0%)
Total Sources	86,863,128	93,229,476	6,926,534	83,047,997	89.1%	(10.9%)
Expenses / Expenditure						
Personal Services	58,389,745	58,572,661	4,746,012	56,092,667	95.8%	(4.2%)
Materials & Supplies	2,864,901	3,284,398	342,643	2,179,996	66.4%	(33.6%)
Other Services & Charges	6,730,869	7,046,899	313,381	5,314,303	75.4%	(24.6%)
Capital Outlay	4,123,603	9,546,431	293,794	5,111,718	53.5%	(46.5%)
Transfers Out	14,754,010	14,779,086	1,230,704	14,349,313	97.1%	(2.9%)
Grand Total	86,863,128	93,229,476	6,926,534	83,047,997	89.1%	(10.9%)

Capital Projects June Financials (Unaudited)

Category	Adopted Budget	Current Budget	June Actuals	YTD Actuals	% of Current Budget	Above (below) YTD Budget
Revenues / Funding Source						
Taxes	31,387,848	31,387,848	2,653,507	31,637,627	100.8%	0.8%
Inter-governmental	2,879,000	2,888,000	73,725	420,975	14.6%	(85.4%)
Charges for Services	147,292	147,292	16,182	190,525	129.4%	29.4%
Loan Proceeds	0	0	0	0	0.0%	0.0%
Interest	538,226	538,226	202,552	3,091,288	574.3%	474.3%
Miscellaneous Revenue	1,515,334	1,515,334	163,125	650,518	42.9%	(57.1%)
Transfers In	125,000	270,000	10,417	270,000	100.0%	0.0%
Fund Balance	8,801,393	70,259,690	(1,608,924)	19,392,348	27.6%	(72.4%)
Total Sources	45,394,093	107,006,390	1,510,584	55,653,280	52.0%	(48.0%)
Expenses / Expenditure						
Personal Services	574,947	574,947	45,338	570,625	99.2%	(0.8%)
Materials & Supplies	88,360	102,360	3,144	87,323	85.3%	(14.7%)
Other Services & Charges	1,033,659	2,245,538	75,421	1,693,722	75.4%	(24.6%)
Capital Outlay	28,665,688	88,452,106	1,164,786	37,729,043	42.7%	(57.3%)
Debt Service	12,367,470	12,367,470	0	12,313,970	99.6%	(0.4%)
Transfers Out	2,663,969	3,263,969	221,896	3,258,598	99.8%	(0.2%)
Grand Total	45,394,093	107,006,390	1,510,584	55,653,280	52.0%	(48.0%)

EPWA Funds June Financials (Unaudited)

Category	Adopted Budget	Current Budget	June Actuals	YTD Actuals	% of Current Budget	Above (below) YTD Budget
Revenues / Funding Source						
Licenses & Permits	1,669,096	1,669,096	211,743	2,170,100	130.0%	30.0%
Inter-governmental	0	0	0	0	0.0%	0.0%
Charges for Services	193,017,649	193,017,649	17,109,933	194,675,148	100.9%	0.9%
Loan Proceeds	0	15,669,369	0	0	0.0%	0.0%
Interest	2,539,764	2,539,764	1,305,814	16,558,858	652.0%	552.0%
Miscellaneous Revenue	429,718	429,718	20,346	1,807,783	420.7%	320.7%
Transfers In	16,553,648	16,553,648	1,382,078	16,460,220	99.4%	(0.6%)
Fund Balance	31,217,374	655,520,478	(22,157,605)	30,978,079	4.7%	(95.3%)
Total Sources	245,427,249	885,399,722	(2,127,691)	262,650,189	29.7%	(70.3%)
Expenses / Expenditure						
Capital Outlay	41,157,189	655,309,507	554,450	82,883,148	12.6%	(87.4%)
Debt Service	38,816,168	38,816,168	(17,222,065)	20,236,440	52.1%	(47.9%)
Materials & Supplies	5,301,259	6,254,483	507,070	4,731,770	75.7%	(24.3%)
Other Services & Charges	93,888,689	117,440,349	8,277,386	89,415,141	76.1%	(23.9%)
Personal Services	18,207,347	18,135,973	1,394,073	16,296,479	89.9%	(10.1%)
Transfers Out	48,056,596	49,443,241	4,361,395	49,087,211	99.3%	(0.7%)
Grand Total	245,427,249	885,399,722	(2,127,691)	262,650,189	29.7%	(70.3%)

Other Enterprise Fund June Financials (Unaudited)

Category	Adopted Budget	Current Budget	June Actuals	YTD Actuals	% of Current Budget	Above (below) YTD Budget
Revenues / Funding Source						
Inter-governmental	1,750,495	1,800,513	402,095	1,589,691	88.3%	(11.7%)
Charges for Services	3,431,547	3,431,547	363,681	3,741,540	109.0%	9.0%
Interest	39,491	39,491	10,388	114,764	290.6%	190.6%
Loan Proceeds	0	0	0	0	0.0%	0.0%
Miscellaneous Revenue	185,867	185,867	26,466	217,775	117.2%	17.2%
Transfers In	1,023,674	1,023,674	85,305	1,023,674	100.0%	0.0%
Fund Balance	1,464,839	2,065,435	(223,752)	1,312,802	63.6%	(36.4%)
Total Sources	7,895,913	8,546,527	664,183	8,000,246	93.6%	(6.4%)
Expenses / Expenditure						
Personal Services	1,780,630	1,784,630	175,931	1,645,219	92.2%	(7.8%)
Materials & Supplies	902,850	913,850	61,874	848,624	92.9%	(7.1%)
Other Services & Charges	3,382,321	4,013,786	334,765	3,890,266	96.9%	(3.1%)
Capital Outlay	730,000	734,149	0	516,325	70.3%	(29.7%)
Debt Service	0	0	0	0	0.0%	0.0%
Transfers Out	1,100,112	1,100,112	91,613	1,099,812	100.0%	(0.0%)
Grand Total	7,895,913	8,546,527	664,183	8,000,246	93.6%	(6.4%)

Administrative Allocation Overhead

Fund June Financials (Unaudited)

Category	Adopted Budget	Current Budget	June Actuals	YTD Actuals	% of Current Budget	Above (below) YTD Budget
Revenues / Funding Source						
Charges for Services	15,274,930	15,274,930	1,249,634	14,607,047	95.6%	(4.4%)
Inter-governmental	0	100,304	0	0	0.0%	0.0%
Interest	1,174,431	1,174,431	145,751	1,841,542	156.8%	56.8%
Licenses & Permits	76,901	76,901	1,710	42,210	54.9%	(45.1%)
Miscellaneous Revenue	1,385,819	1,385,819	95,854	1,334,131	96.3%	(3.7%)
Transfers In	66,656,815	67,384,376	5,885,895	66,612,136	98.9%	(1.1%)
Fund Balance	2,920,442	6,340,041	(729,945)	(3,856,125)	(60.8%)	(160.8%)
Total Sources	87,489,338	91,736,802	6,648,899	80,580,942	87.8%	(12.2%)
Expenses / Expenditure						
Personal Services	29,940,487	29,835,923	2,245,384	27,640,296	92.6%	(7.4%)
Materials & Supplies	5,861,883	6,431,256	451,826	5,531,822	86.0%	(14.0%)
Other Services & Charges	37,294,557	38,557,808	3,206,548	34,330,903	89.0%	(11.0%)
Capital Outlay	6,398,749	8,885,154	122,810	5,374,708	60.5%	(39.5%)
Debt Service	0	0	0	0	0.0%	0.0%
Transfers Out	7,993,662	8,026,662	622,331	7,703,214	96.0%	(4.0%)
Grand Total	87,489,338	91,736,802	6,648,899	80,580,942	87.8%	(12.2%)

City Wide June Financials (Unaudited)

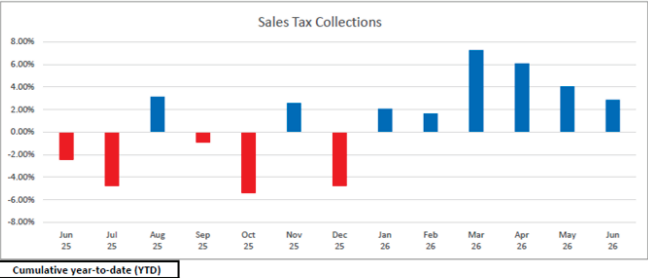
Category	Adopted Budget	Current Budget	June Actuals	YTD Actuals	% of Current Budget	Above (below) YTD Budget
Revenues / Funding Source	520,789,273	538,427,794	47,276,612	537,034,701	99.7%	(0.3%)
Fund Balance						
Administrative Overhead Allocation	2,920,442	6,340,041	(729,945)	(3,856,125)	(60.8%)	(160.8%)
Capital Improvement Funds	8,801,393	70,259,690	(1,608,924)	19,392,348	27.6%	(72.4%)
Edmond Public Works Authority (EPWA) Funds	31,217,374	655,520,478	(22,157,605)	30,978,078	4.7%	(95.3%)
General Funds	700,178	184,165	(406,312)	(4,006,316)	(2,175.4%)	(2,275.4%)
Other Enterprise Funds	1,464,839	2,065,435	(223,752)	1,312,802	63.6%	(36.4%)
Special Revenue Funds	12,040,420	17,469,498	74,360	9,787,336	56.0%	(44.0%)
Total Sources	577,933,919	1,290,267,102	22,224,433	590,642,824	45.8%	(54.2%)
Expenses / Expenditure						
Capital Outlay	81,829,869	763,701,679	2,135,840	131,654,743	17.2%	(82.8%)
Debt Service	51,183,638	51,183,638	(17,222,065)	32,550,410	63.6%	(36.4%)
Materials & Supplies	15,667,098	17,643,866	1,404,520	13,773,775	78.1%	(21.9%)
Other Services & Charges	147,996,130	174,978,410	12,634,315	139,246,277	79.6%	(20.4%)
Personal Services	116,371,001	116,232,120	9,197,922	109,341,160	94.1%	(5.9%)
Transfers Out	164,886,182	166,527,389	14,073,900	164,076,459	98.5%	(1.5%)
Grand Total	577,933,919	1,290,267,102	22,224,433	590,642,824	45.8%	(54.2%)

Adopted vs Current Budget Breakdown

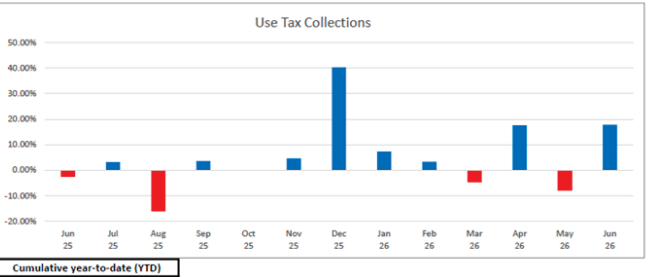
Category	Adopted Budget	Prior Year Encumbrances	City Council Approved Budget Amendments	City Management Approved Budget Amendments	Current Budget
Expense					
Personal Services	116,371,001	17,000	(22,140)	(133,741)	116,232,120
Materials & Supplies	15,667,098	607,448	1,517,977	(148,656)	17,643,866
Other Services & Charges	147,996,130	3,157,400	23,721,277	88,603	174,963,410
Capital Outlay	81,829,869	273,136,947	408,730,062	4,800	763,701,679
Debt Service	51,183,638	0	0	0	51,183,638
Transfer Out	164,886,182	0	1,467,212	188,994	166,542,389
Total Uses	577,933,919	276,918,795	435,414,389	0	1,290,267,102

City of Edmond, Sales, Use and Lodging Tax Summary, June, 2026

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%	-10.67%	November	6,989,472	3.75%	2.59%
December	7,560,564	3.75%	5.63%	December	7,198,971	3.75%	-4.78%
January	7,482,056	3.75%	-1.73%	January	7,637,531	3.75%	2.08%
February	7,393,415	3.75%	-2.40%	February	7,515,689	3.75%	1.65%
March	6,196,591	3.75%	-3.45%	March	6,646,978	3.75%	7.27%
April	6,645,638	3.75%	-2.83%	April	7,049,674	3.75%	6.08%
May	7,130,429	3.75%	-3.17%	May	7,419,480	3.75%	4.05%
June	7,069,480	3.75%	-2.45%	June	7,273,204	3.75%	2.88%
	85,874,914		-2.33%		86,717,338		0.98%

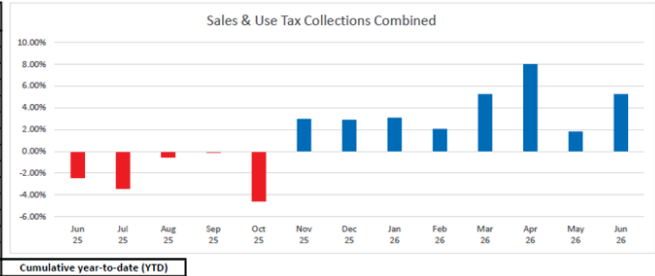


Use Tax							
Fiscal Year 2025				Fiscal Year 2026			
Month	Collections	Rate	Growth %	Month	Collections	Rate	Growth %
July	1,464,753	3.75%	5.69%	July	1,512,199	3.75%	3.24%
August	1,760,188	3.75%	29.23%	August	1,477,544	3.75%	-16.06%
September	1,550,282	3.75%	2.59%	September	1,605,878	3.75%	3.59%
October	1,355,504	3.75%	9.07%	October	1,353,154	3.75%	-0.17%
November	1,450,406	3.75%	7.51%	November	1,517,802	3.75%	4.65%
December	1,550,269	3.75%	0.34%	December	2,174,209	3.75%	40.25%
January	1,784,792	3.75%	-4.36%	January	1,914,827	3.75%	7.29%
February	2,281,035	3.75%	19.07%	February	2,358,747	3.75%	3.41%
March	1,255,995	3.75%	-2.95%	March	1,197,055	3.75%	-4.69%
April	1,353,954	3.75%	3.87%	April	1,591,376	3.75%	17.54%
May	1,648,224	3.75%	13.81%	May	1,517,950	3.75%	-7.90%
June	1,339,752	3.75%	-2.54%	June	1,578,371	3.75%	17.81%
	18,795,154		6.80%		19,799,112		5.34%



City of Edmond, Sales, Use and Lodging Tax Summary, June, 2026

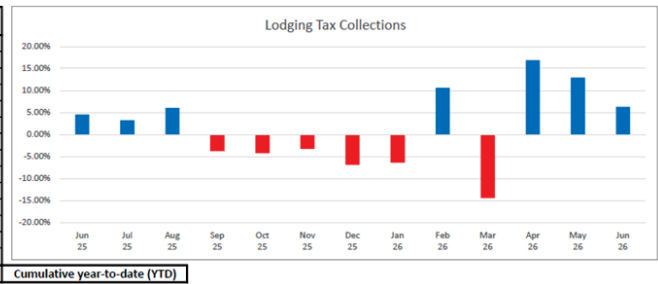
Sales & Use Tax Combined							
Fiscal Year 2025				Fiscal Year 2026			
Month	Collections	Rate	Growth %	Month	Collections	Rate	Growth %
July	8,838,901	3.75%	-0.64%	July	8,533,434	3.75%	-3.45%
August	9,099,818	3.75%	5.97%	August	9,047,411	3.75%	-0.58%
September	8,904,995	3.75%	-2.27%	September	8,892,408	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	8,507,273	3.75%	2.95%
December	9,110,833	3.75%	4.69%	December	9,373,180	3.75%	2.88%
January	9,266,847	3.75%	-2.25%	January	9,552,357	3.75%	3.08%
February	9,674,450	3.75%	1.93%	February	9,874,435	3.75%	2.07%
March	7,452,586	3.75%	-3.37%	March	7,844,033	3.75%	5.25%
April	7,999,591	3.75%	-1.76%	April	8,641,050	3.75%	8.02%
May	8,778,654	3.75%	-0.38%	May	8,937,429	3.75%	1.81%
June	8,409,232	3.75%	-2.47%	June	8,851,575	3.75%	5.26%
	104,670,068		-0.81%		106,516,450		1.76%



City Comparison Sales and Use Tax			
City	Sales Tax YTD	Use Tax YTD	Sales & Use Tax YTD
Edmond	0.98%	5.34%	1.76%
Broken Arrow	3.27%	13.44%	4.83%
Moore	3.47%	9.14%	4.14%
Tulsa	4.49%	2.22%	4.09%
Midwest City	3.16%	7.30%	3.66%
Oklahoma City	2.95%	6.52%	3.61%
Norman	2.52%	8.60%	3.44%
Yukon	-3.27%	5.62%	-2.10%

City of Edmond, Sales, Use and Lodging Tax Summary, June, 2026

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	109,782	6.00%	-3.28%
December	133,923	6.00%	1.18%	December	124,658	6.00%	-6.92%
January	109,167	6.00%	17.06%	January	102,190	6.00%	-6.39%
February	92,255	6.00%	16.88%	February	102,025	6.00%	10.59%
March	99,994	6.00%	22.63%	March	85,528	6.00%	-14.47%
April	81,932	6.00%	-5.38%	April	95,770	6.00%	16.89%
May	120,216	6.00%	6.83%	May	135,732	6.00%	12.91%
June	124,381	6.00%	4.51%	June	132,185	6.00%	6.27%
	1,173,900		7.70%		1,395,384		2.36%





NAICS Categories Performance

The North American Industry Classification System (NAICS) is the U.S. standard for categorizing types of businesses when analyzing economic information. The City groups all NAICS codes into several general categories when analyzing sales and use tax trends. More information can be found on the U.S. Census Bureau website at [Census.gov/NAICS](https://www.census.gov/NAICS).

Sales Tax NAICS Performance

Retail comprises the largest percentage of sales tax collections at around 60% . The largest year-over- year category changes for June 2026 were in Retail (up \$2.16M) and Wholesale Trade (up \$459K).

SALES TAX PERFORMANCE

Total Collected

Vs Prior Year

\$ **86,717,338**  **0.98%**
842K

TOP 5 SECTORS

Retail	Hotels & Restaurants	Wholesale Trade	Utilities	Manufacturing
				
				
4%	1%	7%	1%	11%
2.16M	76K	459K	32K	248K
% of Sales Tax	% of Sales Tax	% of Sales Tax	% of Sales Tax	% of Sales Tax
60%	16%	8%	6%	3%

PEER CITIES COMPARISON

Edmond				Oklahoma City	Tulsa	Moore	Norman	Midwest City	Broken Arrow	Yukon
NAICS Category	Jun-26	Jun-25	Growth %	Growth %	Growth %	Growth %	Growth %	Growth %	Growth %	Growth %
Retail	51,664,066	49,499,805	4.37%	1.06%	2.76%	3.28%	0.73%	2.69%	2.35%	(1.41%)
Hotels & Restaurants	14,173,389	14,097,221	0.54%	4.80%	3.12%	1.87%	5.36%	1.69%	4.72%	(6.76%)
Wholesale Trade	7,160,766	6,701,670	6.85%	3.92%	3.14%	6.32%	1.32%	12.13%	7.51%	(14.14%)
Utilities	5,123,204	5,091,491	0.62%	7.00%	11.94%	6.19%	5.48%	6.83%	10.34%	1.10%
Manufacturing	2,599,335	2,351,226	10.55%	(1.17%)	9.14%	4.20%	(4.65%)	(18.37%)	(6.45%)	7.98%
Total	86,717,338	85,874,914	0.98%	2.95%	4.49%	3.47%	2.52%	3.16%	3.27%	(3.27%)



NAICS Categories Performance

The North American Industry Classification System (NAICS) is the U.S. standard for categorizing types of businesses when analyzing economic information. The City groups all NAICS codes into several general categories when analyzing sales and use tax trends. More information can be found on the U.S. Census Bureau website at [Census.gov/NAICS](https://www.census.gov/NAICS).

Use Tax NAICS Performance

Retail comprises the largest percentage of use tax collections at around 71% . The largest year-over- year category changes for June 2026 were in Retail (up \$908K) and Wholesale Trade (up \$405K).

USE TAX PERFORMANCE

Total Collected	Vs Prior Year
\$ 19,799,112	 5.34% 1004K

TOP 5 SECTORS

Retail	Wholesale Trade	Manufacturing	Transportation and Warehousing	Unclassified
				
				
7%	29%	6%	17%	(56%)
908K	405K	83K	153K	(325K)
% of Sales Tax	% of Sales Tax	% of Sales Tax	% of Sales Tax	% of Sales Tax
71%	9%	8%	5%	1%

PEER CITIES COMPARISON

Edmond				Oklahoma City	Tulsa	Moore	Norman	Midwest City	Broken Arrow	Yukon
NAICS Category	Jun-26	Jun-25	Growth %	Growth %	Growth %	Growth %	Growth %	Growth %	Growth %	Growth %
Retail	13,958,756	13,051,095	6.95%	10.31%	3.23%	4.78%	9.51%	7.97%	11.68%	1.41%
Wholesale Trade	1,811,500	1,406,687	28.78%	2.96%	9.33%	18.22%	(7.54%)	13.81%	5.02%	11.34%
Manufacturing	1,576,002	1,493,165	5.55%	(7.48%)	(8.17%)	0.80%	(8.15%)	13.89%	8.39%	(14.93%)
Transportation and Warehousing	1,043,647	890,262	17.23%	14.73%	16.96%	13.36%	11.38%	11.12%	18.92%	14.42%
Unclassified	258,161	583,117	(55.73%)	27.79%	(4.08%)	12.97%	(2.64%)	(2.71%)	(17.03%)	45.74%
Total	19,799,112	18,795,154	5.34%	6.52%	2.22%	9.14%	8.60%	7.30%	13.44%	5.62%

Debt Detail for the City of Edmond

as of 6/30/2026 includes 6/30/2025 ACRF #s

Debt Series	Debt Type	Term	Issuance Date	Maturity Date	Original Principal Amount	All-In True Interest Rate	Remaining Principal 6/30/26	Drawdown as of 6/30/26 (unused project funds)	Remaining Interest 6/30/26	Principal, Interest & Drawdown Remaining (AS OF 6/30/26)	Remaining Principal 6/30/25 (ACRF)	Drawdown as of 6/30/25 (unused project funds)	Remaining Interest 6/30/25 (ACRF)	Principal, Interest & Drawdown Remaining FY25 ACRF
-------------	-----------	------	---------------	---------------	---------------------------	---------------------------	-----------------------------	---	----------------------------	--	------------------------------------	---	-----------------------------------	--

Debt Series	Debt Type	Term	Issuance Date	Maturity Date	Original Principal Amount	All-In True Interest Rate	Remaining Principal 6/30/26	Drawdown as of 6/30/26 (unused project funds)	Remaining Interest 6/30/26	Principal, Interest & Drawdown Remaining (AS OF 6/30/26)	Remaining Principal 6/30/25 (ACRF)	Drawdown as of 6/30/25 (unused project funds)	Remaining Interest 6/30/25 (ACRF)	Principal, Interest & Drawdown Remaining FY25 ACRF
-------------	-----------	------	---------------	---------------	---------------------------	---------------------------	-----------------------------	---	----------------------------	--	------------------------------------	---	-----------------------------------	--

Debt Secured by - Utility Revenue & 0.75% Sales Tax															
1	Series 2014B Refunding Bonds (CIP - Refunded Series 2005 Bonds)	Sales Tax & Utility System Revenue Bonds	10 Years	12/9/2014	7/1/2026	\$ 20,755,000	2.62%	\$ 2,245,000	\$ -	\$ 50,625	\$ 2,295,625	\$ 4,385,000	\$ -	\$ 205,375	\$ 4,590,375
2	Series 2016 Bonds (Wastewater - Interceptors, Force Main Improvements, Lift Stations, Sewer Rehab)	Sales Tax & Utility System Revenue Bonds	30 Years	7/5/2016	7/1/2046	\$ 41,795,000	3.18%	\$ 34,335,000	\$ -	\$ 14,517,400	\$ 48,852,400	\$ 35,320,000	\$ -	\$ 15,864,625	\$ 51,184,625
3	Series 2017 Bonds (Wastewater - CC Recovery Facility Expansion)	Sales Tax & Utility System Revenue Bonds	30 Years	10/19/2017	7/1/2047	\$ 167,025,000	3.87%	\$ 140,570,000	\$ -	\$ 79,406,625	\$ 219,976,625	\$ 144,420,000	\$ -	\$ 84,570,125	\$ 228,990,125
4	Series 2024 Bonds (Electric - CC Substation, Garber Substation, Mich Substation, Feeder Extensions)	Sales Tax & Utility System Revenue Bonds	15 Years	10/17/2024	7/1/2039	\$ 20,320,000	3.93%	\$ 19,820,000	\$ -	\$ 7,753,875	\$ 27,573,875	\$ 20,320,000	\$ -	\$ 8,945,286	\$ 29,269,286
						\$ 249,895,000		\$ 196,970,000	\$ -	\$ 100,728,725	\$ 297,698,725	\$ 204,445,000	\$ -	\$ 109,589,411	\$ 314,034,411

Debt Secured by - 2% Sales Tax															
5	Series 2013 Refunding Note (Water - Refunded 2005, 2005B, 2005D, and 2006A OWRB DWSRF Notes)	2% Sales Tax	13 Years	7/31/2013	7/1/2026	\$ 16,085,000	2.86%	\$ 535,000	\$ -	\$ 7,651	\$ 542,651	\$ 1,995,000	\$ -	\$ 54,340	\$ 2,049,340
6	Series 2021A Note (CIP - Streets, Kelly/Danforth Intersection, ITS, Golf Course, ADA Sidewalk on 2nd)	2% Sales Tax	15 Years	7/21/2021	7/1/2036	\$ 35,000,000	1.67%	\$ 34,510,000	\$ -	\$ 3,665,659	\$ 38,175,659	\$ 34,620,000	\$ -	\$ 4,243,554	\$ 38,863,554
7	Taxable Series 2021B Note (CIP - Golf)	2% Sales Tax	5 Years	7/21/2021	1/1/2027	\$ 5,000,000	1.39%	\$ 1,630,000	\$ -	\$ 17,028	\$ 1,647,028	\$ 3,220,000	\$ -	\$ 56,295	\$ 3,276,295
8	Series 2023A (CIP - YMCA/Library)	2% Sales Tax	15 Years	6/1/2023	3/1/2038	\$ 37,100,000	4.09%	\$ 32,040,000	\$ -	\$ 8,771,210	\$ 40,811,210	\$ 34,120,000	\$ -	\$ 10,145,654	\$ 44,265,654
9	Series 2023B (CIP - City Hall & Municipal Court)	2% Sales Tax	15 Years	6/1/2023	3/1/2038	\$ 34,000,000	4.34%	\$ 29,365,000	\$ -	\$ 8,530,692	\$ 37,895,692	\$ 31,270,000	\$ -	\$ 9,866,995	\$ 41,136,995
10	Taxable Series 2023C (CIP - Parking Garage)	2% Sales Tax	15 Years	6/1/2023	3/1/2038	\$ 10,000,000	5.18%	\$ 8,700,000	\$ -	\$ 3,057,625	\$ 11,757,625	\$ 9,235,000	\$ -	\$ 3,529,134	\$ 12,764,134
						\$ 137,185,000		\$ 106,780,000	\$ -	\$ 24,050,062	\$ 130,830,062	\$ 114,460,000	\$ -	\$ 27,895,972	\$ 142,355,972

Debt Secured by - Junior Lien Utility Revenue & 0.75% Sales Tax															
11	Series 2018 (Water - 2-MG EST, Water System Control Building, Eng. Design Services, Inspections)	DWSRF Note to OWRB	20 Years	7/1/2018	9/15/2040	\$ 19,000,000	2.86%	\$ 14,625,779	\$ -	\$ 3,374,260	\$ 17,900,038	\$ 15,321,634	\$ -	\$ 3,812,885	\$ 19,134,520
12	Series 2020C (Water - Arcadia Lake Water Treatment Plant)	DWSRF Note to OWRB	30 Years	7/1/2021	3/15/2052	\$ 40,000,000	1.97%	\$ 35,137,749	\$ -	\$ 10,990,623	\$ 46,228,372	\$ 36,160,064	\$ -	\$ 10,807,861	\$ 46,967,925
13	Series 2020A (Wastewater - CC Sanitary Sewer Improvements) ¹	CWSRF Note to OWRB	30 Years	7/1/2021	3/15/2052	\$ 12,730,000	1.60%	\$ 10,938,647	\$ -	\$ 2,514,484	\$ 13,453,131	\$ 11,274,517	\$ -	\$ 2,686,042	\$ 13,970,559
14	Series 2020B (Water - Danforth VIL & TWR-4 Project)	DWSRF Note to OWRB	30 Years	7/1/2021	3/15/2053	\$ 20,000,000	1.94%	\$ 18,240,362	\$ -	\$ 5,362,670	\$ 23,603,032	\$ 18,748,231	\$ -	\$ 5,728,988	\$ 24,477,218
15	Series 2020D (Water - Arcadia Lake WTP Intake and Pump Stations) ²	DWSRF Note to OWRB	30 Years	7/1/2021	3/15/2055	\$ 45,000,000	2.90%	\$ 16,620,371	\$ 25,679,629	\$ 22,283,703	\$ 64,783,793	\$ 17,872,403	\$ 26,127,597	\$ 22,817,517	\$ 66,817,517
16	Series 2022A (Water - Arcadia Lake WTP (WTP-01B))	DWSRF Note to OWRB	30 Years	7/1/2021	9/15/2055	\$ 140,000,000	2.90%	\$ 121,181,503	\$ 16,485,163	\$ 70,859,060	\$ 208,525,726	\$ 93,262,572	\$ 46,737,428	\$ 73,786,966	\$ 213,786,966
17	Series 2022B FAP Loan (Water - Arcadia Lake WTP (WTP-01B) & INT 01)	FAP Note to OWRB	30 Years	7/1/2021	9/15/2051	\$ 74,465,000	4.35%	\$ 71,880,000	\$ -	\$ 57,089,698	\$ 128,969,698	\$ 73,205,000	\$ -	\$ 60,759,554	\$ 133,964,554
18	Series 2024A (Wastewater - Chisholm Creek WW Force Main & SC Interceptor)	CWSRF Note to OWRB	30 Years	10/7/2024	9/15/2055	\$ 30,000,000	2.17%	\$ 5,679,559	\$ 23,620,441	\$ 11,317,154	\$ 40,817,154	\$ 861,556	\$ 29,138,444	\$ 11,388,976	\$ 41,388,976
19	Series 2024B (Water - Main-03 Project)	DWSRF Note to OWRB	30 Years	10/7/2024	3/15/2056	\$ 54,000,000	3.27%	\$ 19,501,848	\$ 34,498,152	\$ 32,612,238	\$ 86,632,328	\$ -	\$ 54,000,000	\$ 33,005,723	\$ 87,005,723
20	Series 2024C FAP Loan (Water - Tank-02A, Tower Relocate, TWR-5, 33rd St. Waterline & CC WRRF Clarifier)	FAP Note to OWRB	30 Years	10/7/2024	9/15/2056	\$ 72,000,000	4.21%	\$ 69,640,000	\$ -	\$ 53,160,190	\$ 122,800,190	\$ 70,450,000	\$ -	\$ 56,332,330	\$ 126,782,330
21	Series 2024D (Water - 33rd St. Waterline Phase 1)	DWSRF Note to OWRB	30 Years	12/1/2024	9/15/2055	\$ 9,335,000	3.31%	\$ 9,179,417	\$ -	\$ 5,318,902	\$ 14,498,319	\$ 2,954,198	\$ 6,339,802	\$ 5,588,529	\$ 14,921,529
						\$ 516,530,000		\$ 392,525,236	\$ 100,683,384	\$ 273,983,071	\$ 767,191,691	\$ 340,110,176	\$ 162,384,270	\$ 286,723,371	\$ 789,217,817

FY25 Total Principal Outstanding	\$ 659,015,176
6/1/26 Total Principal Outstanding	\$ 696,276,236
Difference (Increase of Principal from FY25 to Present)	\$ 37,260,059

Total OWRB Drawdowns FYTD26	\$ 61,700,886
Principal Paid FYTD26	\$ 24,440,826
Interest Paid FYTD26	\$ 25,331,645
Total Debt Service Paid FYTD26	\$ 49,772,471

Red Font - Represent construction loans from the Oklahoma Water Resource Board in which funds are still available for construction on water and wastewater projects (see remaining drawdown columns). Interest payable on these loans are estimates based on anticipated drawdown rate, and won't be finalized until the drawdown of funds is completed.

¹. Series 2020A totaled \$12,730,000 in available funds to drawdown. \$276,329.28 was deobligated bringing the total final loan amount to \$12,453,670.72.

². Series 2020D received \$1MM in principal forgiveness from the Oklahoma Water Resource Board at the time of issuance. Total principal to be repaid is \$44MM.

City Council / Public Works Authority

10. D.

Meeting Date: 09/14/2026
Submitted For: Kirsten Ledington, Director, Dept. of Building & Safety
Email: Kirsten.Ledington@edmondok.gov , Phone: 405-359-4780
Submitted By: Patrice Curry, Administrative Technician, Engineering
Ward: 2
City Council Strategic Plan: N/A

Item

Consideration of Acknowledging Receipt of Oklahoma Department of Environmental Quality (ODEQ) Construction Permits for Whole Foods at Legacy at Covell. (Ward 2)

Background

Acknowledging receipt of the following Oklahoma Department of Environmental Quality (ODEQ) construction permits:

ODEQ Permit No. SL000055260615 for the construction of approximately 343 L.F. of 6-inch PVC sanitary sewer line, 540 L.F. of 8-inch PVC sanitary sewer line and all appurtenances to serve the Whole Foods at Legacy at Covell, located north-west corner of Interstate 35 and Covell Road.

Said permits are available for review, upon request, by contacting the City Clerk's Office at cityclerk@edmondok.gov or by calling 405-359-4555.

Time Frame

N/A

Issue

The Oklahoma Department of Environmental Quality requires that receipt of the above listed construction permits be acknowledged in a City Council meeting.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda.

Attachments

Permit

August 11, 2026

Stephen Lawrence, Director of Engineering
City of Edmond
P.O. Box 2970
Edmond, Oklahoma 73034

Re: Permit No. SL000055260615
Whole Foods
Facility No. S-20724

Dear Mr. Lawrence:

Enclosed is Permit No. SL000055260615 for the construction of 343 linear feet of six (6) inch PVC sanitary sewer line, 540 linear feet of eight (8) inch PVC sanitary sewer line, and all appurtenances to serve the Whole Foods, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on August 11, 2026. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Edmond, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,



D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

Enclosure

PERMIT TO CONSTRUCT

August 11, 2026

Pursuant to O.S. 27A 2-6-304, the City of Edmond is hereby granted this Tier I Permit to construct 343 linear feet of six (6) inch PVC sanitary sewer line, 540 linear feet of eight (8) inch PVC sanitary sewer line, and all appurtenances to serve the Whole Foods, located in SW 1/4 of SW 1/4 of NE 1/4 of Section 16, T-14-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved August 11, 2026.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the Oklahoma Administrative Code ("OAC") 252:606 rules and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

VARIANCES

The Water Quality Division Variance Committee may revoke any of the below variances at any time if, in the opinion of DEQ, the design does not equal or exceed the protection to environmental or public health compared to the protection provided by the standard which the variances have been granted or in the event that conditions to any variance is not met.

- 1) A variance from OAC 252:656-5-4(a) which states, "Install metal tracer wire on all non-ferrous piping." has been **approved**. As stated in the variance letter dated June 30, 2026 and signed by Patrice Curry, Engineering Administrative Technician, "the City of Edmond will be using GIS mapping in lieu of installing tracer wire." in accordance with the variance approved on December 21, 2022." The variance approval letter dated December 21, 2022, states, "[Justification for the variance is] (1) Gravity sewers in Edmond are all straight lines between manholes. (2) The City of Edmond utilizes a highly accurate GIS mapping system that includes all manholes and sewer lines from record drawings. Also, OKIE utility locates for public sanitary sewer lines are performed by City of Edmond Field Services staff who have access to this information in the field. (3) In critical situations where very precise locations of the sanitary sewers lines is required, a traceable sonde can be sent through the sewer line to pick up its signal."

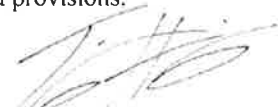
This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3).
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.

PERMIT No. SL000055260615
FACILITY No. S-20724

- 6) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.
- 9) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.
- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards established in OAC 252:656-5-3.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Travis Herrian, P.E., Engineering Manager
Construction Permit Section
Water Quality Division

City Council / Public Works Authority**10. E.****Meeting Date:** 09/14/2026**Submitted For:** Kris Neifing, Director, Water Resources

Email: Kris.Neifing@edmondok.gov , Phone: 405-216-7675

Submitted By: Kaitlynn Frost, Administrative Assistant, Water Resources**Ward:** Citywide**City Council Strategic Plan:** Long-Term Comprehensive Infrastructure System

Item

Consideration of Acknowledging the Oklahoma Department of Environmental Quality Construction Permit SL000055260608 for SS24-00003 - Fiscal Year 2027 Sanitary Sewer Rehab - Phase 1 Project. (Citywide)

Background

Acknowledge receipt of the Oklahoma Department of Environmental Quality Construction Permit SL000055260608 for SS24-00003 FY27 Sanitary Sewer Rehab - Phase 1 project.

The project is needed to replace existing wastewater pipelines. This project is included in the Water Resources 5-Year Capital Improvements Plan. The project includes the replacement of more than 5,000 LF of wastewater lines:

1. LM30: 468 LF located along Lytal Lane
2. LM44: 2,587 LF located between Brad Street and 10th Street near Fretz Avenue.
3. LM51: 987 LF located South of Elwood Drive from S. Boulevard to S. Rankin.
4. LM52: 211 LF located at the intersection of E 9th Street and N. Bryant Avenue.
5. LM53: 1,146 LF located south of Ridgecrest Road near S. Bryant Avenue.
6. LM54: 65 LF located along Cheyenne Drive near the intersection with Smoky Hollow Road.

Water Resources staff recommends receiving the permit.

Time Frame

Immediate upon approval.

Issue

The Oklahoma Department of Environmental Quality requires that receipt of the above-listed construction permit be acknowledged in an Edmond Public Works Authority meeting.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

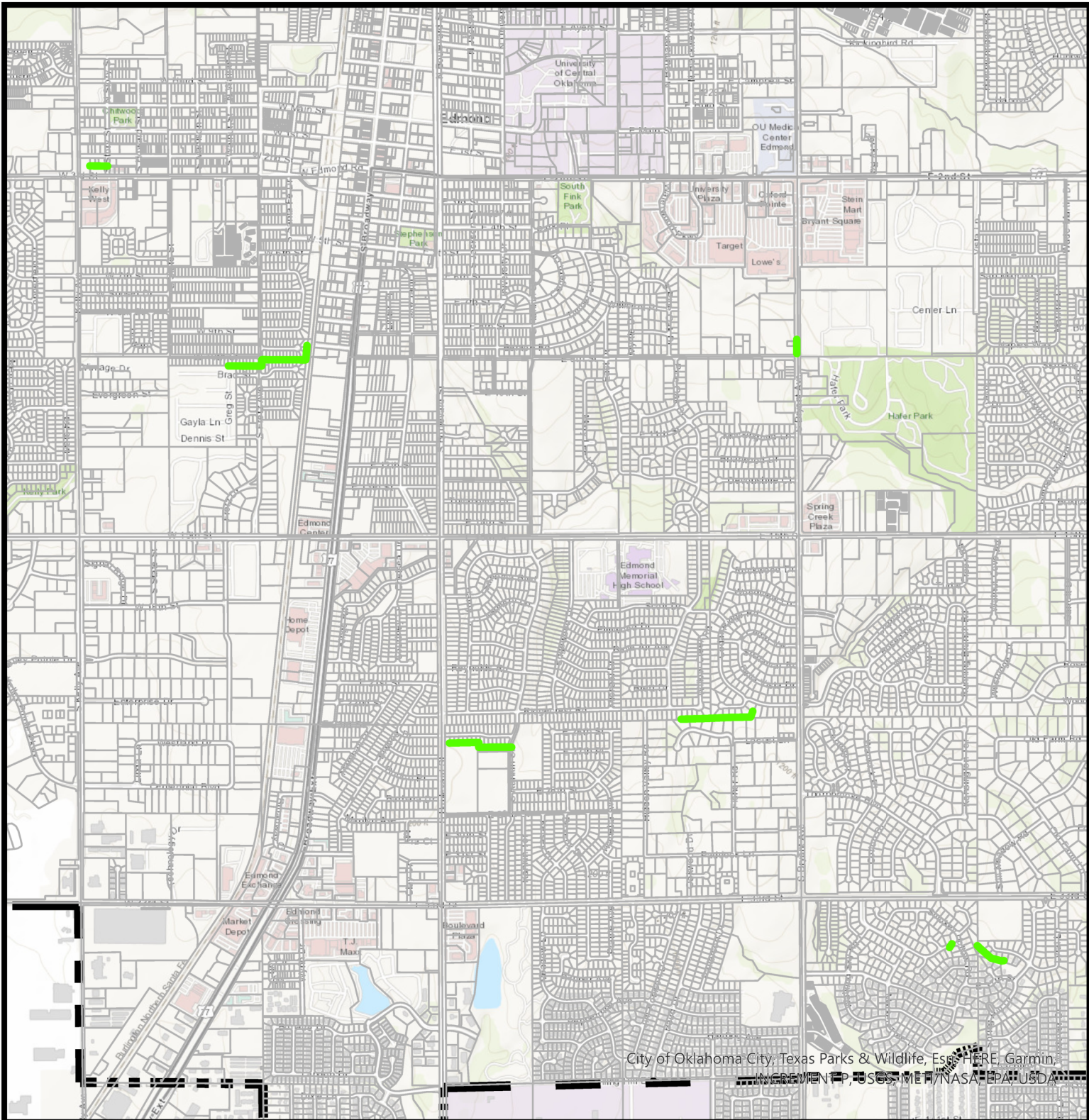
Public Notification

Posted Agenda.

Attachments

SS24-00003 FY27 Sewer Rehab - Phase 1 Project Map (1)

Permit No. SL000055260608



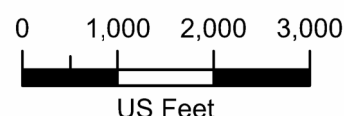
City of Oklahoma City, Texas Parks & Wildlife, Esri HERE, Garmin,
 Intermap, Inc., Swire, NOAA, USGS, NGA, NPS, NAD, NAD83, NAD83/USDA



Legend

SS24-00003 FY27 Sanitary Sewer Rehab - Phase 1

- City Limits
- SS24-00003 FY27
Sewer Rehab - Phase 1



August 11, 2026

Will Huggins, Senior Water Resources Engineer
Edmond Public Works Authority
1600 N. Midwest Blvd.
Edmond, Oklahoma 73034

Re: Permit No. SL000055260608
FY27 Sanitary Sewer Rehabilitation Phase 1
Facility No. S-20925

Dear Mr. Huggins:

Enclosed is Permit No. SL000055260608 for the construction of 2,176 linear feet of eight (8) inch HDPE sanitary sewer line, 3,326 linear feet of eight (8) inch PVC sanitary sewer line, and all appurtenances to serve the FY27 Sanitary Sewer Rehabilitation Phase 1, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on August 11, 2026. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Edmond Public Works Authority, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,



D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

Enclosure

PERMIT TO CONSTRUCT

August 11, 2026

Pursuant to O.S. 27A 2-6-304, the Edmond Public Works Authority is hereby granted this Tier I Permit to construct 2,176 linear feet of eight (8) inch HDPE sanitary sewer line, 3,326 linear feet of eight (8) inch PVC sanitary sewer line, and all appurtenances to serve the FY27 Sanitary Sewer Rehabilitation Phase 1, located in Section 1, T-13-N, R-3-W, Sections 7 & 31, T-13-N, R-2-W, and Sections 26, 35, & 36, T-14-N, R-3-W, Oklahoma County, Oklahoma, in accordance with the plans approved August 11, 2026.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the Oklahoma Administrative Code ("OAC") 252:606 rules and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

VARIANCES

- 1) A variance from OAC 252:656-5-2(b) which states, "The following table gives minimum slopes for different sizes of pipe to meet the required flow velocity. ... (3) 8" sewer: 0.40 feet/100 feet" has been **approved**. The proposed line includes the replacement of an existing eight (8) inch line at the end of the collection system with a slope of 0.11% by pipe bursting.

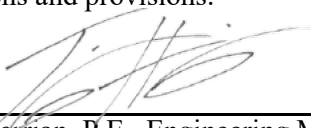
This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3).
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.

PERMIT No. SL000055260608
FACILITY No. S-20925

- 8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.
- 9) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.
- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards established in OAC 252:656-5-3.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.


Travis Herrian, P.E., Engineering Manager
Construction Permit Section
Water Quality Division

City Council / Public Works Authority**10. F.****Meeting Date:** 09/14/2026**Submitted For:** Caroline Pierce, Director, Human Resources

Email: Caroline.Pierce@edmondok.gov , Phone: 405-359-4672

Submitted By: Caroline Pierce, Director, Human Resources**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Acceptance of Proposals and Approval of Payments for Group Health Benefit Provider Services for Calendar Year 2027 from:

- Aetna for the Employee Group Medical Plan; \$9,220,975.72;
- Delta Dental of Oklahoma for Employee Group Dental Plan; \$1,360,166.56;
- Vision Service Plan (VSP) for Employee Group Vision Plan; \$165,868.58; and
- COBRAGuard/iTedium for COBRA Plan Administration; \$19,200.00. (Citywide)

Background

For the last several years, the City has contracted with Aetna, Delta Dental of Oklahoma, Vision Service Plan (VSP), and COBRAGuard/iTEDIEUM to administer the employee/retiree group health plans. As the incumbent provider the insurance committed has voted to continue services with these providers. The estimated costs for Calendar Year 2027 are:

Aetna: Estimated Claims Cost: \$8,844,500.67; Estimated Admin Fees: \$376,475.05

Delta Dental of Oklahoma: Estimated Claims Costs: \$1,260,385.58 Estimated Admin Fees: \$99,780.98

Vision Service Plan: Estimated Claims Costs: \$145,232.61; Estimated Admin Fees: \$20,635.97

CobraGuard/iTEDIEUM: Estimated Admin Fees: \$19,200.00

If unexpected or catastrophic claims are received in the calendar year, staff will seek additional approval from Council to cover costs.

RFP opportunity (RFP26-008 Addendum 4) was issued on April 23, 2026 and closed on May 21, 2026. Twelve responses were received.

Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/Login.aspx>, selecting Closed Bids, and choosing the referenced Bid Numbers, or by contacting the Purchasing Department at (405) 359-4533.

Time Frame

January 1, 2027, through December 31, 2027, with an option to renew annually.

Issue

On 04/23/2026, an RFP was issued for Group Health Benefits (Medical, Dental, Vision, Cobra administration to include retiree billing). After review of the proposals we would like to accept the proposals from Aetna, Delta Dental of Oklahoma, VSP, and CobraGuard/iTEDIEUM.

Recommendations

An analysis of the responses from the RFP was prepared by Marsh McLennan (McGriff), Seibels & Williams, Inc. and Action Pharmaceutical Consulting Group and provided to the Employee Health Insurance Committee for review. Of the proposals submitted, our incumbent providers met all requested specifications for group health benefits coverage.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: \$10,766,210.86

Account: 650042 Group Insurance Fund

Additional Information :

650042-8337 Insurance Claims Expense: \$10,250,118.86

650042-8361 Contract Services \$516,092.00

Aetna: Estimated Claims Cost: \$8,844,500.67; Estimated Admin Fees: \$376,475.05

Delta Dental of Oklahoma: Estimated Claims Costs: \$1,260,385.58 Estimated Admin Fees: \$99,780.98

Vision Service Plan: Estimated Claims Costs: \$145,232.61; Estimated Admin Fees: \$20,635.97

CobraGuard/iTEDIEUM: Estimated Admin Fees: \$19,200.00

City Council / Public Works Authority**10. G.****Meeting Date:** 09/14/2026**Submitted For:** Caroline Pierce, Director, Human Resources

Email: Caroline.Pierce@edmondok.gov , Phone: 405-359-4672

Submitted By: Caroline Pierce, Director, Human Resources**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Acceptance of Proposal and Approval of Payment for Group Health Pharmacy Benefit Provider Services from Serve You RX for Calendar Year 2027; Estimated Costs of \$3,634,030.00. (Citywide)

Background

For the last few years, the City has contracted with Serve You Rx to administer the employee/retiree group health pharmacy benefit provider. As the incumbent provider, the insurance committee has voted to continue services with this provider. The estimated costs for Calendar Year 2027 are \$3,634,030.00. If unexpected or catastrophic claims are received in the calendar year, staff will seek additional approval from Council to cover costs.

RFP opportunity (RFP26-008) was issued on May 12, 2026 and closed on June 2, 2026. Six responses were received.

Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/Login.aspx>, selecting Closed Bids, and choosing the referenced Bid Numbers, or by contacting the Purchasing Department at (405) 359-4533.

Time Frame

January 1, 2027, through December 31, 2027, with an option to renew for future years.

Issue

On 05/12/2026, an RFP was issued for Group Employee Benefits, Prescription Drug Plan. After review of the proposals, we would like to accept the proposal from Serve You Rx.

Recommendations

An analysis of responses from the RFP was prepared by Marsh McLennan Agency (McGriff) and Action Pharmaceutical Consulting Group and provided to the Employee Health Insurance Committee for review. Of the proposals submitted, our incumbent provider met all requested specifications for group health pharmacy benefits.

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: \$3,634,030.00

Account: 650042-8337

Additional Information :

The cost is \$3,634,030.00 which will be paid from the Employee Group Insurance Fund Budget 650042-8337 Insurance Claims Expense. Costs will be covered under two fiscal years, both under Fiscal Year 2026-2027 and Fiscal Year 2027-2028. Budget authority approved in Fiscal Year 2026-2027 Annual Budget with remainder to be requested in Fiscal Year 2027-2028 Annual Budget.

City Council / Public Works Authority**10. H.****Meeting Date:** 09/14/2026**Submitted For:** Caroline Pierce, Director, Human Resources

Email: Caroline.Pierce@edmondok.gov , Phone: 405-359-4672

Submitted By: Caroline Pierce, Director, Human Resources**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Approval of Payment to Payer Matrix for Patient Assistance Program for Fiscal Year 2026-2027; \$400,000.00. (Citywide)

Background

Payer Matrix is a program that provides specialty pharmacy prescriptions to City medical plan members at a discounted rate. An agreement was approved by the City Council on February 24, 2025, establishing a multi-year term with annual renewal options. The current request represents the third year of that agreement and is being submitted pursuant to the renewal provisions outlined in the original authorization. All terms and conditions remain unchanged for this renewal period.

[Council Item 2/24/26: Approval of Agreement with Payer Matrix](#)

Time Frame

July 1, 2026 to June 30, 2027

Issue

Approve payment for Patient Assistant Program Services.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notifications

Posted Agenda

Fiscal Impact**Amount:** \$400,000.00**Account:** 650042-8337 Emp Group Ins Fund-Insurance Claim Exp**Additional Information :**

Employee Group Insurance Fund Budget-Insurance Claim Expense. Budget authority approved in FY 27 Budget

City Council / Public Works Authority**10. I.****Meeting Date:** 09/14/2026**Submitted For:** Randy Entz, Assistant City Manager, Development Services, City Manager's Office

Email: Randy.Entz@edmondok.gov , Phone: 405-359-4683

Submitted By: Randy Entz, Assistant City Manager, Development Services, City Manager's Office**Ward:** Citywide**City Council Strategic Plan:** Strategic Economic Growth

Item

Consideration of Approval of an Independent Contractor Agreement with B.S. Planning, LLC for Planning and Development Review Services to Support Adoption and Implementation of the Unified Development Code (UDC); Not to Exceed \$172,000.00 Annually. (Citywide)

Background

The City is updating its development regulations through the creation of a new Unified Development Code (UDC). The UDC will combine and modernize the City's land development regulations into a single, comprehensive document, making them easier to understand, administer, and enforce.

To help complete this project and ensure a smooth transition to the new code, the City is seeking specialized planning expertise. Following a Request for Qualifications (RFQ) process, B.S. Planning, LLC was selected to provide these professional services.

The Planning Review Specialist will:

- Coordinate and support completion, review, and adoption of the Unified Development Code by working with City staff, consultants, the public, advisory boards, and the City Council.
- Assist with implementing the new code by helping integrate it into the City's development review process, including staff training, applicant education, workflow updates, and other implementation activities.
- Provide additional planning and development review services as requested and mutually agreed upon.

The proposed agreement has an initial term of three years, with the option to extend the contract in one-year increments if needed.

This agreement will help ensure the City successfully adopts and implements the new Unified Development Code while maintaining consistent and efficient development review services throughout the transition.

Time Frame

Term of the agreement is August 1, 2026 through August 1, 2029.

Issue

Professional services to help complete the UDC and ensure a smooth transition to the new code.

Recommendations

Recommend approval.

Action Needed

Motion to approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: \$172,000 annually

Account: 001019-8361 General Fund Building Div-Contract Services

Additional Information :

Budget authority was approved with the FY27 Budget via transfer from another department within the General Fund.

Attachments

Agreement BS Planning

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EDMOND AND B.S. PLANNING, LLC**

This Professional Services Agreement ("Agreement") is entered into as of this _____ day of _____ 2026, by and between B.S. Planning, LLC (hereinafter referred to as "**Services Provider**"), and the City of Edmond, a public body organized under the laws of the State of Oklahoma (hereinafter referred to as "City" or "**Contracting Entity**").

WITNESSETH:

WHEREAS, the **Contracting Entity** seeks to obtain professional services for planning, development and zoning review, Unified Development Code ("UDC") oversight and adoption, and UDC implementation support; and

WHEREAS, on July 6, 2026, the City prepared a Request for Qualifications ("RFQ") seeking a Planning Review Specialist to provide professional services for the Development Services Department within the City; and

WHEREAS, prior to the July 10, 2026 response deadline, the City received responses to its RFQ; and

WHEREAS, a selection committee reviewed and evaluated the responses; and

WHEREAS, the **Services Provider** represented itself in its response ("Proposal") as an expert in the field of planning and development review with skilled professionals willing, able, and capable of timely providing the services requested and required by the **Contracting Entity** in the RFQ; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the **Services Provider** in the Proposal, the selection committee recommended and the **Contracting Entity** selected and entered this Agreement with the **Services Provider**; and

WHEREAS, the **Contracting Entity** retains **Services Provider** to provide professional services as an independent contractor; and

WHEREAS, **Services Provider** agrees to provide **Contracting Entity** all services, in accordance with the standards exercised by experts in the field, necessary to meet all the purposes requested or described in the RFQ and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the **Contracting Entity** and **Services Provider** hereby mutually agree as follows:

1. Professional Services Agreement

Subject to the terms and conditions of this Agreement, **Contracting Entity** retains **Services Provider**, an independent contractor, to provide **Contracting Entity** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Contracting Entity** services that meet all the purposes requested or described in the RFQ and in this Agreement.

- (a) This Agreement governs the scope of services including, but not limited to, all services to be provided by **Services Provider** to the **Contracting Entity**. The RFQ, namely RFQ26-010, and the Proposal are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, the text of this document shall have priority and precedential value as set forth in this paragraph.
- (b) The text of this Agreement, together with RFQ26-010 and the Proposal, constitutes the entire Agreement and the only understanding and agreement between the **Contracting Entity** and **Services Provider** with respect to the services to be provided by **Services Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.
- (c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document and any language, term, condition, or provision in RFQ26-010 and/or the Proposal, then the text of this document shall govern and control over any conflicting language, term, condition, or provision in RFQ26-010 and/or the Proposal.

2. Retention of Services Provider and Scope of Services

- (a) **Services Provider** is solely responsible for the actions, non-action, omissions, and performance of **Services Provider's** employees and agents and to ensure the timely performance of the scope of services as each are defined below:
 - (i) **Services Provider** shall provide oversight, coordination, and support necessary to complete the drafting and adoption of the UDC. This includes working collaboratively with consultants, City staff, the public, and appointed and elected officials to produce a final UDC document.

- (ii) Following adoption of the UDC, **Services Provider** shall assist the City's Director of Development Services with integrating the new ordinances into the City's development review processes. Tasks may include City staff and applicant training, workflow updates, and other implementation activities.
- (iii) **Services Provider** shall provide professional planning and zoning review services as deemed necessary by the City in connection with development-related applications.
- (iv) **Services Provider** shall provide additional development review-related services as may be mutually agreed upon by the parties.

Services Provider will be solely responsible to ensure it fully understands the scope of services, the schedule for performance, and the **Contracting Entity's** goals and purposes. **Services Provider** will be solely responsible to ensure its employees, agents, contractors and subcontractors are adequately trained, instructed, and managed so that **Services Provider** timely satisfies **Service Provider's** obligations under this Agreement.

- (b) **Services Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this Agreement. **Services Provider** shall obtain all patents, licenses and any other permission required to provide all services and for the use of all services by the **Contracting Entity**. Notwithstanding the delivery obligations of this Agreement, **Services Provider** retains all right, title, and interest in its pre-existing intellectual property, tools, templates, and methodologies, and grants the **Contracting Entity** a perpetual, non-exclusive license to use such materials solely to the extent incorporated into the deliverables.

3. **Compensation**

- (a) **Contracting Entity** shall pay **Services Provider** its compensation after completion of services at a rate of \$86 per hour, not to exceed a total compensation package of \$172,000.00 under this Agreement.
- (b) The **Contracting Entity** and **Services Provider** acknowledge that the compensation to be paid **Services Provider** pursuant to this Agreement has been established at an amount reasonable for the availability and services of **Services Provider**.

4. **Independent Contractor Status**

- (a) The parties hereby acknowledge and covenant that:
 - (i) **Services Provider** is an independent contractor, will act exclusively as an independent contractor and is not an agent or employee of the **Contracting Entity** in performing the duties in this Agreement.
 - (ii) The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship between the parties other than that of an independent contractor relationship.
- (b) All payments to **Services Provider** pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of **Services Provider** are performed outside the State of Oklahoma.
- (c) The **Contracting Entity** will not withhold any social security tax, workers' compensation tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Services Provider** as **Services Provider** is an independent contractor. Any such taxes, if due, are the responsibilities of **Services Provider** and will not be charged to the **Contracting Entity**.
- (d) **Services Provider** acknowledges that as an independent contractor it is not eligible to participate in any health, welfare or retirement benefit programs provided by the **Contracting Entity** for its employees.

5. **Termination**

- (a) This Agreement shall commence upon execution by the last party hereto and shall continue in effect for an initial period of one (1) year, unless terminated by either party as provided for herein. This Agreement can be terminated, with or without cause, upon written notice, at the option of the **Contracting Entity**. Any termination for convenience by the Contracting Entity shall be effective not less than thirty (30) days after written notice. Services Provider may likewise terminate this Agreement for convenience upon not less than thirty (30) days' prior written notice to the Contracting Entity.
 - (i) Upon receipt of a notice of termination from **Contracting Entity** for the convenience of said entity, **Services Provider** shall: (1) immediately discontinue all services and activities (unless the notice directs otherwise); and (2) upon payment for services fully performed and accepted, **Services Provider** shall deliver to the **Contracting Entity** all work, products, deliverables, documents, data, drawings, specifications, reports,

calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for *the convenience* by the **Contracting Entity**, the **Contracting Entity** shall pay **Services Provider** for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the Agreement and as further limited by the "not to exceed" amount set out in this Agreement.

- (ii) Upon receipt of a notice of termination for *cause* from the **Contracting Entity**, **Services Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performance, work, costs, or expenses. Prior to any termination for cause, the Contracting Entity shall provide Services Provider written notice specifying the alleged cause with reasonable particularity and not less than thirty (30) days to cure. Notwithstanding the foregoing, Services Provider shall remain entitled to payment for services properly performed and accepted prior to the effective date of termination. The **Contracting Entity** may hold any outstanding payments for prior completed services as security for payment of any costs, expenses, or damages incurred by the **Contracting Entity** by reason of **Services Provider's** breach or other cause. Provided, however, upon notice of termination for *cause*, **Services Provider** shall deliver to the **Contracting Entity** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise.
- (iii) The rights and remedies of the **Contracting Entity** provided in this Section 5 are in addition to any other rights and remedies provided by law or under this Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Services Provider** under this Agreement.

6. **Obligations upon Termination for *Convenience***

In the event this Agreement is terminated for *convenience* hereunder, the **Contracting Entity** shall pay **Services Provider** for such properly documented invoices, if any, in accordance with the provisions of this Agreement above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Contracting Entity** shall have no further liability under this Agreement to **Services Provider** and **Services Provider** shall have no further obligations to **Contracting Entity**.

7. **Warranties**

- (a) **Services Provider** warrants that all services performed or provided under this Agreement will be performed consistent with generally prevailing professional standards and expertise. **Services Provider** shall maintain during the course of this Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services.
- (b) During the term of this Agreement, **Contracting Entity's** initial remedy for any breach of the above warranty shall be recovery, upon a good-faith written determination that **Services Provider** has materially breached the foregoing warranty and has failed to cure such breach within thirty (30) days after written notice, of the fees paid to **Services Provider** for the specific services giving rise to the breach, including, but not limited to, for services and **Services Provider** shall make reimbursement or repayment within thirty (30) days of a demand by the **Contracting Entity**. Should **Services Provider** fail to reimburse the **Contracting Entity** within thirty (30) days of demand, the **Contracting Entity** shall also be entitled to interest at 1.5% per month on all outstanding reimbursement and repayment obligations. The **Contracting Entity** shall pay **Services Provider** interest at the same rate on any undisputed amounts not paid when due.
- (c) The **Services Provider** also acknowledges and agrees to provide all express and implied warranties required or provided for by Oklahoma statutory and case law. These warranties are in addition to the warranties provided in or applicable to this Agreement and may not be waived by any other provision, expressed or implied, in this Agreement, RFQ26-010 and/or the Proposal.

8. Indemnification

- (a) **Services Provider** agrees to release, defend, and indemnify the **Contracting Entity**, and each of them, and hold the **Contracting Entity**, and each of them, harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements in connection with or resulting from the intentional acts or omissions, negligence, and misconduct of **Services Provider**, and each of them. Any such indemnification or reimbursement shall be made by **Services Provider** within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law. Notwithstanding anything to the contrary, and except for **Services Provider's** indemnification obligations under this Section 8 and its confidentiality obligations under Section 9, in no event shall **Services Provider** be liable for any indirect, incidental, special, consequential, or punitive damages, and **Services Provider's** aggregate liability under this Agreement shall not exceed the greater of two (2) times the total compensation paid to **Services Provider** under this Agreement or the proceeds available under the insurance required by Section 12.
- (b) The provisions of this Section 8 shall survive the expiration of this Agreement. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this Agreement.

9. Confidentiality

Services Provider acknowledges that in the course of training and providing other support services to **Contracting Entity**, **Contracting Entity** may provide **Services Provider** with access to valuable information of a confidential and proprietary nature (i.e. non-public information) including but not limited to information relating to **Contracting Entity's** employees, security systems, data and technology ("Confidential Information"). **Services Provider** agrees that during the time period this Agreement is in effect, and thereafter, **Services Provider**, without prior written consent of **Contracting Entity** or unless required by law, shall not disclose, release or use any Confidential Information obtained by **Services Provider** for any purpose other than performing services for **Contracting Entity**. **Services Provider** will require and maintain adequate confidentiality agreements with its employees, agents, contractors and subcontractors.

10. Miscellaneous

- (a) **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
- (b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.
- (c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **Services Provider** may not assign this Agreement in whole or in part without the prior written consent of the **Contracting Entity**.
- (d) **Venue and Applicable Law.** **Contracting Entity** and **Services Provider** hereby agree that any dispute, legal proceeding or action which may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **Services Provider** irrevocably waives any objection it now or hereafter may have respecting venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this Section 10. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.
- (e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- (f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

- (g) **Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.
- (h) **Entire Contract.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- (i) **Equipment. Contracting Entity** agrees to provide the **Services Provider** with a laptop and monitors to perform the above-described services. **Services Provider shall return** the aforementioned equipment immediately upon the termination of this Agreement. Services Provider is responsible for any and all damage to or loss of the equipment.
- (j) **No Extra Work.** No claims for extra work or services of any kind, nature or character shall be recognized or paid by or be binding upon the **Contracting Entity** unless such services or work is first requested and approved in writing by the **Contracting Entity** through a contract amendment.
- (k) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in the United States post office facilities properly addressed with first class postage prepaid or acknowledgement of receipt). All notices and payments to a party will be sent to the addressed set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To Services Provider:

B.S. Planning, LLC

Rebecca Smith

1131 S. Delaware Pl.

Tulsa, OK 74103

267-221-1325

beccapatricksmith@gmail.com

With copy to:

Colby Robertson

7308 N. Classen Blvd.

Oklahoma City, OK 73166

405-237-5707

colby@myestateadvisor.com

To Contracting Entity:

City of Edmond

Attn: City Clerk and City Attorney

P.O. Box 2970

Edmond, OK 73083

Fax: (405) 340-4784

Email: CityClerk@edmondok.gov and contracts@edmondok.gov

(l) **Effective.** This Agreement shall become effective upon execution by the last party.

(m) **Renewal Option.** This Agreement is renewable for two (2) additional one-year periods at the option of the **Contracting Entity**. Should the **Contracting Entity** desire to renew the Agreement, a written preliminary notice will be furnished to the **Services Provider** prior to the expiration of the Agreement. (Such preliminary notice will not be deemed to commit the **Contracting Entity** to renew).

11. Contracting Entity's Responsibilities

(a) The **Contracting Entity** shall only provide such equipment to assist **Services Provider** as expressly set forth in Section 10 of this Agreement.

(b) Prior to any renewal of this Agreement, if applicable, the parties shall review the hourly rate and annual not-to-exceed amount set forth above and shall negotiate in good faith any adjustments warranted by (i) changes in the scope or volume of services, (ii) increases in the Consumer Price Index for All Urban Consumers, South Region (CPI-U), as published by the U.S. Bureau of Labor Statistics, (iii) prevailing market rates for comparable planning and zoning consulting services in central Oklahoma, or (iv) expanded responsibilities assumed by the Services Provider. Any

agreed compensation adjustment shall be memorialized in a written amendment executed by both parties. Absent a written amendment, the hourly rate and not-to-exceed amount set forth in this Agreement shall continue in effect.

- (c) Compensation will be remitted monthly following submittal of proper documentation evidencing work performed by the **Services Provider**. Such documentation shall be submitted by the **Services Provider** to the City's Development Review Services Director.

12. Insurance

- (a) **Services Provider** shall obtain and provide **Contracting Entity** with a copy of the certificate of insurance prior to the execution of the contract by **Contracting Entity** and shall maintain such insurance, with **Contracting Entity** being listed as an additional insured, throughout the term of this Agreement as required and in the form and in the amount set forth below:
 - a. \$1M General Liability
 - b. \$1M Professional Liability Errors & Omissions
 - c. Workers' Compensation – Statutory
- (b) **Services Provider** shall be responsible for providing the **Contracting Entity** actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this Agreement at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.
- (c) Should the insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then **Contracting Entity** may terminate this Agreement for cause and **Services Provider** shall also be liable and responsible for any claim by **Contracting Entity** on their own behalf or on behalf of another for:
 - (i) any loss or damages, including direct; and
 - (ii) any cost or expense, including attorney fees, court costs and administrative expenses; and
 - (iii) any other loss, damage, cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.
- (d) The **Contracting Entity** reserves the right to withhold payment of any funds otherwise due **Services Provider** to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

WITNESS the hands of the parties hereto:

The undersigned individual states that the Services Provider will be bound by the terms and conditions of this Professional Services Agreement.

TO BE COMPLETED BY THE PROPOSER/SERVICES PROVIDER:


Signature of Individual

Manager
Title

September 1, 2026
Date

B.S. Planning, LLC

Rebecca Smith

1131 S. Delaware Pl.

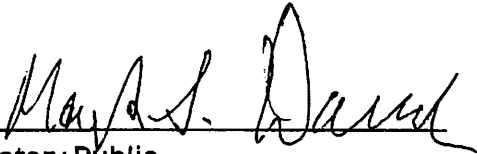
Tulsa, OK 74103

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) s.s.
COUNTY OF TULSA)

Signed and sworn to before me by the said Rebecca Smith this 1st day of September, 2026.

WITNESS my hand and official seal.



Notary Public

My Commission Expires:

12-11-29

(SEAL)



APPROVED by the Council of the City of the Edmond, Oklahoma this _____ day of _____, 2026.

THE CITY OF EDMOND

MAYOR MARK A. NASH

ATTEST: (seal)

CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2026.

MADELINE SAWYER
CITY ATTORNEY FOR THE CITY OF EDMOND

City Council / Public Works Authority**10. J.****Meeting Date:** 09/14/2026**Submitted For:** Sage Halbert, Field Services Superintendent, Public Works
Email: Sage.Halbert@edmondok.gov , Phone: 405-216-7779**Submitted By:** Sheila Briesch, Controller, Finance**Ward:** Citywide**City Council Strategic Plan:** Maintaining Our Foundation of Excellence

Item

Consideration of Approval of Bid Disposition for Signal and Streetlight Services (Including Renewal Options) for the Traffic Division to Traffic Signals, Inc; Estimated Annual Amount of \$100,000.00. (Citywide)

Background

A bid opportunity (B27-005) was issued for Signal and Street Light Services on August 10, 2026, with bids opened on August 31, 2026. Four bids were submitted.

The lowest bid was submitted by Davis H. Elliot Construction Company, Inc. at a total unit cost of \$5,600.00.

Staff are recommending acceptance of the bid from Traffic Signals, Inc. at a total unit cost of \$5,992.75. While the unit cost is higher, staff are recommending accepting the bid from Traff Signals, Inc. because:

- Traffic Signals, Inc. is a long-established signal contractor with a good reputation and has the experience necessary to perform this work successfully; and
- The Davis H. Elliot Construction Company does not have the level of experience with traffic signal maintenance that staff prefers.

Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/login.aspx>, selecting Closed Bids, and choosing the referenced bid number(s), or by contacting the Purchasing Division.

Time Frame

Effective upon approval.

Issue

Awarding a Bid for Signal and Streetlight Services for the Traffic Division to Traffic Signals, Inc. in an estimated annual amount of \$100,000.00.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. Bid opportunities were issued and posted to City's bidding website at <https://edmondok.ionwave.net/Login.aspx>.

Fiscal Impact

Amount: \$100,000.00

Account: 654375-8361 Field Services Fund Traffic-Contract Services

Additional Information :

Budget authority was approved in Fiscal Year 2026-2027 Budget.

Attachments

Bid Tabulation

Event Number B27-005
Event Title Signal and Street Light Services
Event Description
Event Type Sealed Bid
Issue Date 8/10/2026 09:00:01 AM (CT)
Close Date 8/31/2026 02:00:00 PM (CT)

Organization City of Edmond
Workgroup EdmondOK
Event Owner Sheila Briesch
Email sheila.briesch@edmondok.gov
Phone
Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Davis H. Elliot Construction Com	Broken Arrow	OK	8/31/2026 01:26:43 PM (CT)	4	\$5,600.00
Traffic Signals, Inc.	Edmond	OK	8/31/2026 04:47:36 AM (CT)	4	\$5,992.75
Lighthouse Transportation Grou	Denver	CO	8/31/2026 11:36:56 AM (CT)	4	\$7,025.00
TLS Group, Inc	OKLAHOMA CITY	OK	8/31/2026 08:10:41 AM (CT)	4	\$9,675.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

City Council / Public Works Authority**10. K.****Meeting Date:** 09/14/2026**Submitted For:** Sara Cobb, Director, Information Technology
Email: Sara.Cobb@edmondok.gov , Phone: 405-359-4517**Submitted By:** Sara Cobb, Director, Information Technology**Ward:** Citywide**City Council Strategic Plan:** Fiscal Diligence

Item

Consideration of Approval of Annual Services Agreement and Purchase of Continued Maintenance for Nice Inform Recording System and Nice Engage Cloud System; \$51,564.78. (Citywide)

Background

In December 2020, the City of Edmond Council approved the implementation of the NICE Inform Recording System from Voice Products, Inc. for capturing voice and data logging for radio and telephone operations for Public Safety. Functionality includes, but is not limited to, record on demand, instant call check, screen capture, and quality assurance.

In June, 2021, the Council approved the addition of the NICE Uptivity platform for call recording, record on demand, instant call check, screen capture, and quality assurance for departments including Utility Customer Service, Building Dept and Animal Services. This system was approved to be upgraded to the NICE Engage Cloud system in September 2024.

This request is to continue the services agreement for the NICE Inform Recording system for an annual cost of \$23,702.78 and to renew the subscription for the NICE Engage Cloud system for Year 3 at a cost of \$27,862.00.

Time Frame

Annual Maintenance will be paid upon approval.

Issue

This request is for the annual services and software maintenance and support for the fiscal year 2027. This is a continuing cost required for both the NICE Inform Recording System for Public Safety and the NICE Engage Cloud System for Utility Customer Service, Building Dept and Animal Services.

Recommendations

Staff Recommends Approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: \$51,564.78

Account: 652060-8361 -Admin. Support- IT Contract Services

Additional Information :

The Support and Maintenance and Professional Services in the amount of \$51,564.78 will be paid from the Admin Support -Information Technology Department budget 652060-8361. Budget Authority approved in Fiscal Year 2026-2027 Annual Budget.

Attachments

VP Service Agreement



SERVICE AGREEMENT

BETWEEN

City of Edmond

And

VOICE PRODUCTS SERVICE, LLC

Regarding the Equipment installed at:

**100 East 1st Street
Edmond, OK 73034**

VOICE PRODUCTS SERVICE, LLC
8555 East 32nd Street North
Wichita, KS 67226
(316) 616-1111
FAX (316) 263-1823

SERVICE AGREEMENT

This agreement is between VOICE PRODUCTS SERVICE, LLC, 8555 East 32nd Street North, Wichita, KS 67226, which shall include the authorized representatives of VOICE PRODUCTS SERVICE, LLC and City of Edmond, hereinafter referred to as the Customer. The terms “we”, “us” and “our” in this Agreement refer to VOICE PRODUCTS SERVICE, LLC, VOICE PRODUCTS, Inc. and the employees and representatives of those companies. This Agreement covers the Equipment described in proposal number P111366 and is attached to and is a part of this Agreement.

VOICE PRODUCTS SERVICE, LLC is the obligor on this Agreement but will not perform any repair services. Instead VOICE PRODUCTS SERVICE, LLC will pay for the repair services provided by VOICE PRODUCTS, Inc. based upon the coverage terms in the Agreement.

WHEREBY IT IS AGREED AS FOLLOWS:

Conditions of Equipment at Commencement of Agreement:

VOICE PRODUCTS, Inc. represents and warrants that the Equipment operates within the manufacturer's specification and has been comprehensively inspected by a qualified engineer, trained and skilled in the performance of the specific services invoiced, and delegated by the manufacturer. Furthermore, any coverage or rights of the Customer under any other warranties shall remain in effect, and shall not be mitigated by virtue of this Agreement.

GENERAL INFORMATION

Normal Service Hours: Normal remote service hours are 8:00 AM to 5:00 PM, central time, Monday through Friday, excluding the holidays listed below. Extended Service Hours are hours outside of the Normal Service Hours. Normal service hours are 8:00 AM to 5:00 PM central time.

Company Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In the event that a holiday falls on a weekend, we reserve the right to designate a weekday as a holiday for employees.

How to Report an Issue: Customer will report technical issues with Equipment or software to the VOICE PRODUCTS, Inc. Help Desk. **Trouble tickets may be opened via telephone contact by dialing (800) 466-1152 or (316) 616-1111.** If calling outside of normal service hours an on-call Product Support Engineer will be paged. If your preference is for VOICE PRODUCTS, Inc. to wait until the next business day to address the issue, please indicate so when you call. Customer may also report issues by email to support@voiceproducts.com.

We kindly ask that you do not attempt to contact a Product Support Engineer directly.

Customer's Designated Contact should be prepared with the following information when reporting an issue:

1. Serial number of Equipment with issue being reported (if applicable).
2. Specific error message being received. (if applicable)
3. If a recording issue; Specific devices not being recorded, with agent ID, extensions, channel number (if applicable).
4. If a Playback issue; Which PC is experiencing the problem and does playback still work on other PCs?
5. If calling about an existing ticket, provide the ticket number.

The Product Support Engineer will triage the initial symptoms reported. Please do not attempt to repair the system yourself as this could result in additional time troubleshooting and additional charges.

If necessary, the engineer will remote into the Customer's system to conduct remote diagnostics as well as continue to try to resolve the issue over remote web connection. If an issue appears to be product software related, a ticket with the manufacturer may be opened.

The Technical Services Manager will determine if an on-site visit is required by a Product Support Engineer to resolve the issue. The Customer will designate at that time the Customer Contact from whom the Product Support Engineer will take direction and who will be the primary communication link while on-site.

If customer request on-site service when the issue could have been resolved by remote service a one-way travel charge at our current hourly rate will be charged.

When on-site, the Product Support Engineer will communicate directly with the Customer Contact regarding arrival to and departure from premises, work requirements in sensitive locations, and needed Customer assistance.

Before departure, the Product Support Engineer will update the Customer Contact the work that has been done and describes any outstanding issues.

The Customer shall not, in any circumstances, alter or add to the Equipment and/or software without our consent (which shall not be unreasonably withheld).

Severity Levels and Escalation Path:

Severity Level 1 – “CRITICAL FAILURE” – Any failure of covered items which results in loss of substantial number of recording channels, affected users, or data (audio, screens or both), or if allowed to persist will result in such loss. The loss has been shown to be caused by a defect in covered items. (e.g. Hard drive down, unable to record on one or more systems), and NOT defects in 3rd party products or within the Customer environment.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Sixty (60) minutes after receipt of call from Customer’s authorized representative.
On-Site Response Time	These issues are typically corrected via remote access to the system. If not able to resolve remotely and if final diagnosis of issue reveals a need for on-site personnel, an on-site visit will be scheduled.
Level of Service	Reasonable effort until the issue is resolved or a work around is provided. The resolution process is ongoing until the issue is solved. Critical failures are typically resolved within 24 hours.

Severity Level 2 – “LIMITED FUNCTIONALITY” – The majority of the users at a Customer’s site are affected, but the issue does not affect the system functionality. The issue has a high visibility and although there may be a work around, performance may be degraded or functions limited. Issue may be due to a non-critical part failure or software malfunction. Level 2 issues frequently require manufacturer involvement, and occasionally require manufacturer R&D –level involvement, which may take longer to resolve. (e.g., evaluation form is unavailable, reporting is unavailable).

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Two (2) Hours after receipt of call from Customer’s authorized representative.
On-Site Response Time	These issues are typically corrected via remote access to the system. If not able to resolve remotely and if final diagnosis of issue reveals a need for on-site personnel, an on-site visit will be scheduled.
Level of Service	Reasonable effort until the issue is resolved or a work around is provided. The resolution process is ongoing until the issue is solved.

Severity Level 3 – “WORK IMPEDING OR INCONVENIENT” – A single user or small percentage of users are affected, or the issue has limited visibility.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Within 24 hours after receipt of call from Customer’s authorized representative.
On-Site Response Time	Typically resolved via remote system access
Level of Service	The resolution process is ongoing until the issue is solved.

Severity Level 4 – “WORK UNIMPEDED” – Request for technical correction when not service impacting. Users are not immediately affected.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Within 48 hours after receipt of call from Customer’s authorized representative.
On-Site Response Time	Typically resolved via remote system access
Level of Service	The resolution process is ongoing until the issue is solved.

Escalation Contact Table

NAME	TITLE	EMAIL ADDRESS	PHONE NUMBER
Ron McCrossen	Regional Voice and Video Logging Manager	rmccrossen@voiceproducts.com	(316) 616-1111 x 334
Stuart Peters	Vice-President and CFO	speters@voiceproducts.com	(316) 616-1111 x 211
Dean Tullis	President and CEO	dtullis@voiceproducts.com	(316) 616-1111 x 212

What Level of Support does my Service Agreement Provide?
Annual support coverage will be in accordance with the Service Agreement purchased.

Gold
• Remote Diagnostics (Monday-Friday 8-5 central time, excluding holidays) • On-site Hardware Support – Parts and Labor (Monday-Friday 8-5 central time, excluding holidays) • On-site Software Support – Labor (Monday-Friday 8-5 central time, excluding holidays) • Travel Expenses included for support visits. (Monday-Friday 8-5 local time, excluding holidays) • After hours Remote Diagnostics, Hardware Support and Software Support at hourly rates. • After Hours Support - \$375.00 per hour. 1 hour Minimum. • Holiday and Weekend Hours Support - \$500.00 per hour. 1 hour Minimum.

1. Repair and Replacements

In the event of any equipment failure during the term of this Agreement, VOICE PRODUCTS SERVICE, LLC will pay to repair or replace all defective components. Such repair or replacement shall be at no additional charge to the Customer except if caused by accident or negligence or improper use on the part of any person other than the staff of VOICE PRODUCTS SERVICE, LLC or VOICE PRODUCTS, Inc., or if caused by unsuitable electricity supply. All defective component parts so replaced shall become the property of VOICE PRODUCTS SERVICE, LLC. All repair parts shall be new or warranted as new.

2. Limits of Liability

Except as herein expressly stated, we shall not be liable for consequential loss, damage, or injury arising from any stoppage, breakdown, or failure of the Equipment, except where caused by the negligence of or breach of this Agreement by us or our failure to exercise reasonable skill and care in carrying out any work pertinent to this Agreement, but we shall use our best endeavors to remedy any stoppage as promptly as we are able and likewise shall use our best endeavors to keep the Equipment in good working order. If, however, personal injury or damage to property is caused by our negligence then we shall accept liability. For any single claim, the limit of liability under this Agreement is the lesser of the cost of (1) authorized repairs or (2) replacement with a new or refurbished product of like kind and quality that is of comparable performance. The total liability under this Agreement is the current market value of the equipment, as determined by us, not to exceed the original purchase price of your equipment, including taxes. Technological advances may result in a replacement product with a lower selling price than the original product.

3. DATA.

Customer grants Business Associate the non-exclusive, right to use, copy, store, disclose, transmit,

modify, and create derivative works from customer data as necessary to: (a) provide any Services to customer: (b) for internal business purposes, such as to provide support for Services, monitor the performance and stability of their Services, and/or improve the Services and other products offered to customer: and (c) as otherwise required by applicable laws or as agreed to in writing between the parties. Business Associate may sublicense its rights set forth in this Section to any vendor or service provider whose products or Services are included in or incorporated into the Services. Subject to the rights set forth herein, Customer retains all intellectual property rights and other rights in Customer Data. Customer is responsible for its Customer data and will comply with all applicable laws when using the Services. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for Business Associate to process data as set forth in this agreement.

4. Property of VOICE PRODUCTS, INC.

Service materials, tools, documentation, diagnostics, test equipment and software, etc. provided by us shall remain the exclusive property of VOICE PRODUCTS, Inc.

5. Customers Responsibilities

- A. Keep and operate the Equipment in a proper and prudent manner and at the same location within the United States, readily accessible to our personnel.
- B. Promptly notify us at the above address of any change in location of the Equipment.
- C. Make all payments due hereunder to VOICE PRODUCTS SERVICE, LLC at the address above stated within 30 days of the date on which such payments are expressed to be payable hereunder.
- D. Promptly notify us of faults, service issues or defects in the Equipment.
- E. Provide an adequate and suitable electricity supply in accordance with advice given by VOICE PRODUCTS, Inc. to the Customer in the sales proposal.
- F. Use only those materials and supplies (including removable media) approved by VOICE PRODUCTS, Inc. or approved by the manufacturer.
- G. Provide our service personnel full and reasonable access to the equipment Location(s) for the purpose of performing service.
- H. Provide a safe working environment for our service personnel.
- I. Provide us with reasonable access to and use of any machines, attachments and/or communications facilities (at no charge) which are necessary to facilitate service.
- J. Maintain and control proper site environmental conditions.
- K. Customer shall not perform, or cause to be performed any alterations to the system.
- L. Provide remote access for our remote troubleshooting and help desk support.

- M. Perform system administration (e.g., defining user status and system permissions, changing and labeling audio Archive Media). Completing system administration training for on-site administrators is mandatory.
- N. Customer is responsible for protection of the system from virus/malware infection. Any service hours attributable to a system infection will be billed at VOICE PRODUCTS, Inc.'s prevailing hourly rate, subject to availability of VOICE PRODUCTS, Inc.'s service personnel.
- O. Contact us prior to installation of other third party software (such as anti-virus software) to confirm compatibility with the Customer's system.
- P. Contact us before making changes or modifications to System logins and passwords.
- Q. Contact us before making changes to systems that integrate with your System (e.g., Telephone system upgrades, CTI servers, network or firewall changes) to determine if there are implications to your system.
- R. Ensure Customer's designated contact(s) is (are) fully trained on proper administration, use and functionality of the system. If additional training or retraining is required, contact us to be put in touch with the training department. Training is no charge during the Service Agreement term.
- S. Provide regular and frequent communication to VOICE PRODUCTS to assure proper understanding of Customer issues and provide feedback to VOICE PRODUCTS with confirmation that an issue has been resolved.

6. Our Responsibilities

VOICE PRODUCTS SERVICE, LLC in cooperation with VOICE PRODUCTS, Inc. will provide the following:

- A. Maintain a technical support center with a twenty-four hour help desk, seven (7) days a week, 365 days a year that allows Customer to report that the system has malfunctioned or is inoperative.
- B. Once the Customer has placed a service request, and prior to any on-site work, we will work with the Customer to remotely troubleshoot and resolve the issue with the Customer. For technical issues that cannot, in our judgment, be resolved remotely, we will dispatch an authorized representative to provide on-site technical support.
- C. Using all responsible diligence to correct verifiable and reproducible errors to the software when reported to us in accordance with our standard reporting procedures. Upon verifying that an error is present, we shall work along with the manufacturer in such a manner which is necessary toward correction of the error.

- D. Furnishing parts and software changes including manufacturer software patches or service packs are necessary to maintain the Equipment in good working condition; also including replacement of hardware components upon determination by us that hardware failure has occurred. Customer shall return the failed hardware component to VOICE PRODUCTS, Inc. within fifteen (15) days of receipt of the replacement component or return the defective unit to a VOICE PRODUCTS, Inc. Engineer who may be on-site.
- E. Dispatching service personnel on-site to the Equipment Location(s) when necessary as determined by us. If Customer requests the performance of services that are outside of or in addition to the scope of services covered under the Service Agreement purchased, such services may be furnished by VOICE PRODUCTS, Inc. on a time and materials basis at VOICE PRODUCTS, Inc.'s prevailing hourly rates, subject to availability of VOICE PRODUCTS, Inc.'s service personnel.
- F. Limited Warranty. VOICE PRODUCTS shall perform its support services in a professional manner in accordance with accepted industry practice. Our obligations to furnish repairs, parts and materials or correct any errors shall be limited to the terms of this Service Agreement and the manufacturer's limited warranty provided at the time of install. Our obligation to provide support services for the software shall be in accordance with the terms set forth in this Service Agreement, such that the software will perform in substantial conformance with the manufacturer's published specifications as amended from time to time. The limited warranty set forth by the manufacturer at the time of purchase shall not be superseded by this Service Agreement.
- G. In the event Customer requests service for a technical issue that proves not to be caused by an issue or defect in software or hardware covered on the Agreement, the Customer shall pay to VOICE PRODUCTS, Inc. the appropriate charges for labor and travel.

7. Rates and Charges

- A. The yearly charge described in Appendix 1, appended hereto, will become payable to VOICE PRODUCTS SERVICE, LLC at its address stated above on the first day of each Agreement year.
- B. In consideration of the Service to be provided herein, Customer will pay VOICE PRODUCTS SERVICE, LLC or the Agreementing business partner its Service Agreement fees based on the Service Agreement purchased. VOICE PRODUCTS SERVICE, LLC reserves the right to change the fees and Service Agreement upon the expiration of the then-current Service support term, provided that, no such change will be effective until thirty (30) days after VOICE PRODUCTS SERVICE, LLC has given Customer notice of such change.

C. Additional Equipment: Additional Equipment and software acquired by Customer from VOICE PRODUCTS during the term of this policy will be automatically added to list of covered hardware and software following the installation of Equipment and/or software. Allowing for a 90-day warranty period on new Equipment and software, VOICE PRODUCTS SERVICE, LLC will issue an invoice on a coterminous basis for the prorated support fee.

D. Manufacturer Hardware/Software Obsolescence: In the event there is a failure of any of the installed hardware or software components that are no longer manufactured by or supported by the manufacturer, VOICE PRODUCTS SERVICE, LLC will compute the remaining amount of the Support purchased which covers the Equipment, software or part in question and to apply said amount as a discount toward the purchase of a new Service Agreement.

8. Variation of Charges

If the Equipment is added to or altered, then VOICE PRODUCTS may make appropriate variations in the charges payable under Clause 6 above. Any such variations shall be subject to Customer's approval, which shall not be unreasonably withheld.

9. Defaults

If the Customer shall fail to make payment, as defined in Clause 4c, or if either party shall be in continual or material breach of its obligations hereunder, the other party may forthwith, by written notice, terminate this Agreement without prejudice to pre-existing rights.

10. Force Majeure

Neither party hereto shall be under any liability for failure or delay in performing their respective obligations hereunder which are attributable to causes beyond the relevant party's reasonable control, each party acting reasonably and using its best efforts, based on good faith, to perform such obligations.

11. Confidentiality

VOICE PRODUCTS shall not disclose any information about the Customer, its business, or its customers to any third party without the prior consent of the Customer. For the purpose of this clause, customer shall include any partner of or body associated with the Customer, and/or any affiliate or subsidiary of the user. The foregoing obligation of confidentiality shall survive any termination of this Agreement.

12. Excluded From Coverage

Service to be provided under this Service Agreement does not include services for repair of damage, replacement of parts, correction of errors or defects, or increase of service time attributable to the following reasons:

- A. Any issues resulting from the misuse, improper use, abuse, alteration, or damage of the System.
- B. Any issues caused by modifications in any versions of the software not made or authorized in writing (in advance) by VOICE PRODUCTS, INC. or the manufacturer.
- C. Any issues resulting from the combination of the System with such other programming, Equipment or materials not supplied by VOICE PRODUCTS, INC. or to the extent such combination has not been approved in writing by VOICE PRODUCTS, INC. or the manufacturer.
- D. Any issues resulting from the Customer or operation of the system for purposes for which it was not designed.
- E. Issues resulting from unusual physical or electrical stress (such as power, UPS or air conditioning failure), accident, neglect or acts of nature. Electrical work external to and not connected with any covered Products.
- F. Moves, add and changes requested by Customer. These functions should not be performed by the Customer without prior approval by VOICE PRODUCTS, INC.
- G. Software version upgrades which provide substantially modified functionality to the original installed system such that it is considered by the manufacturer to be a new product or new version release; such product or new version release upgrades may be subject to an additional charge, based on the products purchased.
- H. Relocation of Equipment. Upon request of Customer, VOICE PRODUCTS, INC. will provide a price quotation for relocating the Equipment to a new site. In the event the Equipment is moved or relocated by other than VOICE PRODUCTS, INC. personnel, VOICE PRODUCTS, INC. shall have the right to evaluate the Equipment and its new site and environmental conditions as a condition for continuing maintenance on the Equipment, and to bill Customer at its then prevailing rates for such inspection and any labor, materials and adjustments which, in VOICE PRODUCTS, INC.'s opinion, are necessary to restore the Equipment to good operating condition.
- I. Requirements for VOICE PRODUCTS, INC. to go on-site to resolve an issue because remote access was not provided by Customer. If, in our judgment, the work could have been completed remotely, Customer will be charged time and material rates for this work.

APPENDIX 1

SCHEDULE OF SERVICE TIMES AND CHARGES
AUTHORIZED SIGNATURES

Level of Service Purchased:

GOLD

(as defined in General Information)

General SERVICE AGREEMENT Software and Hardware	
One Year (1) GMA	\$23,702.78

Duration:

Month	Day	Year	to	Month	Day	Year
September	5	2026		September	4	2027

City of Edmond

P111366

Signature

Print Name

Title

Date

Receipt of payment by VOICE PRODUCTS SERVICE, LLC from the Customer constitutes acceptance of terms of the service Agreement by the Customer.

VOICE PRODUCTS SERVICE, LLC
8555 East 32nd Street North
Wichita, KS 67226
(316) 616-1111
FAX (316)-263-1823

City Council / Public Works Authority**10. L.****Meeting Date:** 09/14/2026**Submitted For:** Todd Hildabrand, Facility Maintenance Superintendent , Public Works
Email: Todd.Hildabrand@edmondok.gov , Phone: 405-359-4569**Submitted By:** Todd Hildabrand, Facility Maintenance Superintendent , Public Works**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Approval of an Elevator Service Agreement with Schindler for Maintenance Service, Parts, and Inspection: Not to Exceed \$50,000.00 Annually. (Citywide)

Background

The City would like to switch elevator service companies due to State contract pricing and administrative accessibility. For years, the City has used KONE for all elevator service, inspection, and parts. However, city staff has had extreme difficulties in obtaining necessary administrative paperwork, including inspection certificates and invoicing, to name a few. Schindler approached the City with an alternative service agreement option and has been in full contact with City staff during this process. The pricing submitted is through Omnia Partners (State contract pricing) and we have made all recommended changes from our Legal Department to the proposed service contract.

Time Frame

Term of the agreement is October 1, 2026 through June 30, 2027. With four additional years for reconsideration.

Issue

Professional elevator service agreement to ensure properly maintained city elevators.

Recommendations

Recommend approval.

Action Needed

Motion to approve.

Public Notifications

Posted agenda.

Fiscal Impact**Amount:** \$50,000 annually**Account:** 652057-8361- Admin. Support Fund -Facility Maint-Contract Services**Additional Information :**

Budget authority approved in the FY27 budget.

Attachments

Agreement

Schindler Elevator Corp.



Master Service Agreement

Schindler Elevator Corp. & City of Edmond

Service Agreement # 0137164897

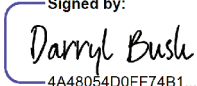
Dated: July 1, 2026

This contract adheres to the Terms & Conditions of the Omnia Partners Contract # R200501

The attached terms and conditions are incorporated herein by reference. Acceptance by you as owner’s agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Schindler Elevator Corp.

City of Edmond

Signed by:

4A48054D0FF74B1...

Signature: _____

Darryl Bush

Name: _____

Branch Manager Oklahoma

Title: _____

8/26/2026

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Date: July 1, 2026

Estimate Number: 0137164897

To:

City of Edmond
2901 Marilyn Williams Drive
Edmond, OK 73083

From:

Schindler Elevator Corp.
1530 Timberwolf Drive
Holland, OH 43528

Attn: Todd Hildabrand

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") and **CITY OF EDMOND** ("you") agree as follows:

PREVENTIVE MAINTENANCE PROGRAM

Schindler shall furnish Preventative Maintenance at a frequency either determined by the applicable Authority Having Jurisdiction (AHJ) for this location at the time of original commencement, or if no such local requirements exist, in accordance with ASME A17.1. Schindler has developed Maintenance Control Programs (MCPs) for each relevant Equipment type, which meet and exceed ASME code requirements. Our MCPs incorporate tasks, task description, relevant ASME A17.1 code references, and planned performance intervals. These tasks will be completed by a trained Schindler technician. All completed tasks are recorded digitally and are accessible to you, for reference purposes, on our Schindler ActionBoard (web portal).

We will examine, lubricate, and adjust, the Covered Components listed below:

HYDRAULIC ELEVATORS

Basic Components:

- **Controller Equipment**
 - Resistors, timers, fuses, overload switches, minor contacts, wiring, and coils
- **Car Equipment**
 - Guide shoe inserts or roller assemblies, load weighing devices, and car safety devices
- **Door Equipment**
 - Door operating devices, door protection devices, hangers, closers, interlocks, contacts, and gibs
- **Hoistway and Pit Equipment**
 - Limit switches and buffer(s)
- **Signals and Accessories**
 - Car operating panels, hall stations, in-car and hall lanterns, and their applicable buttons, keyswitches, and bells; signal lamps shall be replaced during regular visits only unless a service request is initiated, in which case that request shall be billable at our standard billing rates.

Major components:

- **Controller Equipment**
 - Solid state devices, contactors, and PC boards
- **Hydraulic System Equipment**
 - Exposed piping and connections, pumps, motors, and valves
- **Hoistway and Pit Equipment**
 - Exposed piping and connections, above ground hydraulic cylinders, and packings
- **Additional Items**
 - Traveling cables and other miscellaneous wiring

TRACTION ELEVATORS

Basic components:

- **Machine Room Equipment**
 - Overspeed governors, selectors, minor contacts, wiring, coils, and brushes
- **Controller Equipment**
 - Resistors, timers, fuses, overload switches, minor contacts, wiring, and coils
- **Car Equipment**
 - Roller assemblies, loadweighing devices, and car safety devices
- **Door Equipment**
 - Door operating devices, door protection devices, hangers, closers, interlocks, contacts, and gibs
- **Hoistway and Pit Equipment**
 - Limit switches, buffers (car and counterweight), and tension sheaves (governor and selector)
- **Signals and Accessories**
 - Car operating panels, hall stations, in-car and hall lanterns, and their applicable buttons, keyswitches, and bells; signal lamps shall be replaced during regular visits only unless a service request is initiated, in which case that request shall be billable at our standard billing rates

Major components:

- **Machine Room Equipment**
 - Machines, motors and motor assemblies, sheaves and sheave assemblies, brakes and brake assemblies (including pads, linings, and disks or shoes), selector tape, bearings, hoist ropes or belts, and governor ropes
- **Controller Equipment**
 - Solid state devices, drives, and PC boards
- **Hoistway and Pit Equipment**
 - Compensation rope/chain and associated assemblies
- **Additional Items**
 - Traveling cables and other miscellaneous wiring

CLEANING

As conditions or ASME code dictate, Schindler shall clean the machine room, car top, and pit of debris related to our work in these areas.

CALLBACK COVERAGE:

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

City of Edmond is able to select either 8-Hour Callback Coverage or 24-Hour Callback Coverage for each location, based on your needs. The callback coverage for each location will be listed in Exhibit A: Location List & Pricing. Below are the details of both options:

8-HOUR CALLBACK COVERAGE:

Schindler shall provide emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

24-HOUR CALLBACK COVERAGE

Schindler shall provide 24-hour emergency minor adjustment callbacks. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment

callback” if it is to correct a malfunction or adjust the equipment and requires immediate attention, either due to a passenger entrapment, loss of access to a floor, or complete loss of elevator service) and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

REPAIRS

As conditions, usage, or as ASME code dictate, Schindler shall repair or replace the Covered Components. Replacements for the Covered Components are available either at a local Schindler location, at our national Service Distribution Center, or within our network of Schindler approved, third-party suppliers.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually
Traction	No Load	Annually
Traction	Full Load	Every 5 Years

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

HOURS OF SERVICE

Unless otherwise noted above, all work shall be completed during our regular working hours of regular working days, excluding elevator trade holidays.

SCHINDLER AHEAD

Schindler Ahead is a digital closed-loop system which, via a dedicated wireless cellular signal, provides remote connectivity between your Equipment and Schindler, allowing us to be notified 24/7 if any connected component or function is operating outside established parameters. Schindler Ahead can help improve your Equipment reliability, provide you with deeper insights, superior convenience, and greater cost control.

City of Edmond is able to select which Schindler Ahead Core Package and Additional Digital Services for each location, based on your needs. The selected Schindler Ahead Services will be outlined in Exhibit A: Location List & Pricing for each location. Below are the details each Schindler Ahead Core Package and Additional Digital Services:

CORE PACKAGES

Schindler Ahead Connect – \$15/Month per Unit

The Connect package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard web portal) and ActionBoard mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms.

Schindler Ahead Enhanced – \$25/Month per Unit

The Enhanced package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms. Additionally, Enhanced customers receive access to Schindler’s Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which can help reduce equipment downtime in a shutdown situation

by performing advanced troubleshooting and can help improve equipment reliability in non-shutdown situations, by scheduling future maintenance on components necessitating it. When appropriate, the ESP Team will communicate with you to schedule service calls. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival (ROA) calls. Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the agreement.

ADDITIONAL DIGITAL SERVICES PACKAGES

SafeCall – \$30/Month per Unit

The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN), that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary in-car emergency phone. If selected, please await confirmation of the activation of the service prior to terminating your existing dedicated phone line, to avoid a disruption in service.

Visual Alarm Module (VAM) Monitoring – \$15/Month per Unit

In areas where the local Authority Having Jurisdiction (AHJ) has adopted ASME A17.1-2019 code regarding communication systems for the hearing and speech impaired, Schindler shall provide voice, audio, and text-based communications to the elevator cab. This code requirement is in supplement to the elevator's in-car emergency phone. To enable this service, the necessary hardware to enable communication must be installed, which is subject to an additional one-time charge, if not already present. Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

EXCLUSIONS

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; below ground or unexposed plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; replacement and disposal of hydraulic oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment. In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, or valves on hydraulic equipment, are not operating correctly, resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

During the term of the Agreement, parts or components may become obsolete. An obsolescence designation shall apply to any of the following scenarios:

- Part or component is no longer in stock and available for purchase from the Original Equipment Manufacturer (OEM)
- Part, component, or equipment was originally installed 20 or more years ago
- Motor Generators

The costs associated with the repair (including refabrication), or replacement, of obsolete parts or components are excluded from this Agreement. Schindler will provide a written proposal for the excluded work. Any repaired part or component will continue to be considered obsolete. If replacement is required, Schindler shall present a written proposal to replace the obsolete part(s) or component(s), including the costs of any associated modifications which may be necessary to interface with a part or component of a different design, to ensure proper and safe operation of the equipment. Once replaced, the new part or component will be covered by this Agreement.

TERM

This Agreement commences on July 1, 2026, and continues for an initial term of one year through June 30, 2027. Thereafter, this Agreement shall automatically renew (where permitted by applicable local law) for up to four (4) successive one-year option periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the then-current term's expiration date, and not more than 120 days before such expiration date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the price listed on Exhibit A: Location List & Pricing, payable annually in advance, plus any applicable sales, use or other taxes. The standard method of invoice delivery shall be by email. Please provide the applicable email address for invoices to be sent to. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

SPECIAL TERMS AND PRICING

This is a Master Service Agreement (MSA), which sets up the Scope of Work, Term of Contract, and the Term's and Condition's.

See Exhibit A: Location List & Pricing for the locations and price of elevator's that will be included in this MSA at the time of signing. For locations, that are currently on active service agreements with Schindler Elevator Corp., the pricing listed will become effective on the next billing cycle. Additional buildings/elevators can be added to this MSA via a signed addendum.

Each building will have a unique Building ID Number, Contract Number, Pricing, and will be billed individually (unless you specifically direct us to consolidate billing for specific locations).

1. This contract adheres to the Terms & Conditions of the Omnia Partners contract # R200501
2. Price Adjustment Shall Not Exceed 4% Annually

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
 2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 90 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
 3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
 4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
 5. In the event the owner sells the full portfolio of properties listed in Exhibit A as a bundled transaction, this Agreement, along with all terms and obligations, shall be assigned to the new ownership. If the property management company is sold, this Agreement shall be assigned to the new property management company. Services may terminate at an individual property listed in Exhibit A without liquidated damages, provided the termination arises from one of the following events and is accompanied by thirty (30) days' written notice:
 - (a) Bankruptcy, insolvency, or assignment for the benefit of creditors of either party
 - (b) Sale of the business of either party
 - (c) Sale of the property by owner
 - (d) Assignment of the Contract by either party without the prior written consent of the other party
 - (e) Change of management of the property by owner
 - (f) Termination by owner for default of contract: Should Contractor default in the performance or fail to perform under the terms of this Contract and/or materially breach any of its provisions, and fail to cure any such breach or default within thirty (30) days after written notice of such breach or default is received by Contractor, owner, at owner's sole option, may terminate this Contract immediately by giving written notice to owner.
- If this agreement is terminated, or services are terminated at an individual property, for any reason other than those specified above or our default, you will pay as liquidated damages (but not as a penalty) one-half of the remaining amount due under this Agreement for the locations on Exhibit A that are impacted. Contractor will not be responsible for the repair or replacement of any Covered Major Components during renewal periods of less than twelve (12) months for that property.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
 7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
 - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
 - (b) Termination of the Agreement on ten (10) days prior written notice; and
 - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

Should we be required to interface with any third-party billing or management systems, we reserve the right to modify the Agreement price to account for additional costs incurred by Schindler.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/access/object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features (.SA.) (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements (.claims.) arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as additional insured under the comprehensive liability policy, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

Exhibit A: Location List & Pricing

Service Agreement # 0137164897

Location Name	Address	Traction Units	Hydro Units	Callback Coverage	Ahead Core	Add. Digital Services	Monthly Price
Edmond Public Safety Center	100 E. 1 st Street, Edmond, OK 73034	3	0	8-Hour	N/A	N/A	\$ 1,050.00
City of Edmond – North Timbers	2824 Progressive Drive, Edmond, OK 73034	1	0	8-Hour	N/A	N/A	\$ 350.00
City of Edmond – City First Building	24 E. 1 st Street, Edmond, OK 73034	0	1	8-Hour	N/A	N/A	\$ 250.00
City of Edmond - City Hall	22 E. Main Street, Edmond, OK 73034	2	0	8-Hour	Connect	N/A	\$ 700.00
City of Edmond - Parking Garage	100 E. Main Street, Edmond, OK 73034	2	0	8-Hour	Connect	N/A	\$ 700.00
Edmond Center Court	601 W. 15 th Street, Edmond, OK 73013	1	0	8-Hour	N/A	N/A	\$ 350.00

In consideration of the services provided hereunder, you agree to pay us the price listed on Exhibit A: Location List & Pricing, payable annually in advance, plus any applicable sales, use or other taxes.

Pricing listed above includes the cost of the applicable Schindler Ahead Core Package and Additional Digital Services Packages set forth in the Master Service Agreement.

The standard method of invoice delivery shall be by email. Please provide the applicable email address for invoices to be sent to. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

Exhibit B: Equipment List
Service Agreement # 0137164897

Edmond Public Safety: 100 E 1st Street, Edmond, OK 73034

Description	OEM	Model	Type	Landings	Capacity	Speed	Serial #	State ID #	Monthly \$
ELEV # 1 – Main Entrance	KONE	MonoSpace	Gearless	4F / OR	2,500 Lbs	150 FPM	20365738	34034	\$ 350.00
ELEV # 2 – Main Entrance	KONE	MonoSpace	Gearless	4F / OR	2,500 Lbs	150 FPM	20365737	34035	\$ 350.00
ELEV # 3 – Jail	KONE	MonoSpace	Gearless	3F / 1R	4,500 Lbs	150 FPM	20365739	34036	\$ 350.00

City of Edmond – North Timbers: 2824 Progressive Drive, Edmond, OK 73034

Description	OEM	Model	Type	Landings	Capacity	Speed	Serial #	State ID #	Monthly \$
ELEV # 1 – Central Area	KONE	EcoSpace	Gearless	2F / OR	2,500 Lbs	150 FPM	20348622	33640	\$ 350.00

City of Edmond – City First Building: 24 E. 1st Street, Edmond, OK 73034

Description	OEM	Model	Type	Landings	Capacity	Speed	Serial #	State ID #	Monthly \$
ELEV # 1 – Main Entrance	Otis	Otis 211	Hydraulic	2F / OR	2,500 Lbs	100 FPM	1860214	30118	\$ 250.00

City of Edmond – City Hall: 22 E. Main Street, Edmond, OK 73034

Description	OEM	Model	Type	Landings	Capacity	Speed	Serial #	State ID #	Monthly \$
ELEV # 1	Schindler	SEC 3300	Gearless	2F / OR	2,500 Lbs	150 FPM	Q8624-01	37541	\$ 350.00
ELEV # 2	Schindler	SEC 3300	Gearless	2F / OR	2,500 Lbs	150 FPM	Q8621-02	37542	\$ 350.00

Exhibit B: Equipment List
Service Agreement # 0137164897

City of Edmond – Parking Garage: 100 E. Main Street, Edmond, OK 73034

Description	OEM	Model	Type	Landings	Capacity	Speed	Serial #	State ID #	Monthly \$
ELEV # 3 – West Car	Schindler	SEC 3300	Gearless	3F / 0R	3,500 Lbs	150 FPM	Q8622	37543	\$ 350.00
ELEV # 4 – East Car	Schindler	SEC 3300	Gearless	3F / 0R	3,500 Lbs	150 FPM	Q8634	37544	\$ 350.00

Edmond Center Court: 601 W. 15th Street, Edmond, OK 73013

Description	OEM	Model	Type	Landings	Capacity	Speed	Serial #	State ID #	Monthly \$
ELEV # 1 – Main Entrance	KONE	MonoSpace	Gearless	2F / 0R	3,000 Lbs	150 FPM	141457	36999	\$ 350.00

City Council / Public Works Authority**10. M.****Meeting Date:** 09/14/2026**Submitted For:** Sara Cobb, Director, Information Technology
Email: Sara.Cobb@edmondok.gov , Phone: 405-359-4517**Submitted By:** Cammi Branch, IT Project Management Office Manager, Information Technology**Ward:****City Council Strategic Plan:**

Item

Consideration of Approval of Purchase of Laserfiche Cloud Upgrade with ImageNet Consulting LLC on State Contract SW1007IM; \$35,394.99. (Citywide)

Background

In October 2014, City Council approved the purchase of Laserfiche as a document management system used by the City Clerk's office and Purchasing department for storing and retrieving documents.

This request is for the upgrade of the system to the newest version, which will include migrating to the cloud and providing new features such as a public portal for searching and retrieving public documents. This will reduce the manual process of retrieving documents for both citizens and employees by giving read-only access to the documents, maintaining an audit trail of who is retrieving documents and allowing for version control and retention schedules to be implemented.

The cost of the first year Laserfiche Cloud Licensing, including Federal Risk and Authorization Management Program (FedRAMP) compliance, totals \$26,394.99. There is also a one-time cost of Professional Services in the amount of \$9,000.00.

The annual cost in year 2 for the licensing will be \$40,523.44.

Time Frame

Upon approval and payment, the process of upgrading the system is expected to begin in Fall of 2026.

Issue

The City's current Laserfiche system is outdated, and staff is requesting approval to upgrade to the latest version in order to implement new features, including a citizen-facing portal, and to transition the platform to a cloud-based environment.

Recommendations

Staff Recommends Approval.

Action Needed

Motion to Approve.

Public Notifications

Posted agenda.

Fiscal Impact

Amount: \$35,394.99

Account: 652060-8361 Admin Support - IT - Contract Services

Additional Information :

The purchase of Laserfiche Cloud upgrade in the amount of \$35,394.99 will be paid from the Admin Support-Information Technology Department budget 652060-8361. Budget Authority approved in Fiscal Year 2026-2027 Annual Budget.

Attachments

Laserfiche Upgrade Quote

Quote

Prepared By:

Date of quote: 8/21/2026

David Wails

State Contract Pricing: SW1007IM

918.359.8604

Prepared for: City of Edmond Oklahoma

dwails@imagenet.com

Price Breakdown

Laserfiche Cloud Licensing and Professional Services

QTY	Part #	Item	Cost per year	Annual Cost
25	CLENF3X	Laserfiche Cloud Business Tier Full Users (Promotional Price)	\$ 597.62	\$ 14,940.43
50	CFPAR	Laserfiche Cloud Participant Users (Promotional Price)	\$ 66.9974	\$ 3,349.87
1	CAESF0261	FED RAMP Compliance	\$ 8,104.69	\$ 8,104.69
40		Professional Services - One Time Cost	\$ 225.00	\$ 9,000.00
			Total	\$ 35,394.99
			Total	\$ 35,394.99

Notes

1. Above licensing cost is leveraging a current Laserfiche promotion.
2. The annual cost in year 2 for the licensing listed above is \$ 40,523.44.

To Accept this Quotation, sign here and return_____

Payment Terms in accordance with Oklahoma State Contract SW 1007IM

City Council / Public Works Authority**10. N.****Meeting Date:** 09/14/2026**Submitted For:** Sara Cobb, Director, Information Technology
Email: Sara.Cobb@edmondok.gov , Phone: 405-359-4517**Submitted By:** Sara Cobb, Director, Information Technology**Ward:** Citywide**City Council Strategic Plan:** Fiscal Diligence

Item

Consideration of Approval of Purchase of Additional Crew Mobile Application Licenses from Tyler Technology, Inc; \$2,874.00. (Citywide)

Background

June 2015, the City of Edmond implemented Tyler Technologies Public Safety System including Computer-Aided Dispatch (CAD), Fire Records, Police Records, and Mobile applications including CrewForce.

The City requests approval to purchase five additional Crew Mobile App licenses for 911 and Emergency Management Services, allowing supervisors to access the field-based mobile capabilities of the Enterprise CAD system.

The cost for the additional licenses is \$2,375.00. The existing Standard Software Maintenance Agreement will be increased by \$499.00 annually.

Time Frame

Licenses will be purchased upon approval.

Issue

The City of Edmond implemented Tyler Technologies Public Safety System including CAD, Fire Records, Police Records, and Mobile applications including CrewForce in 2015. The additional licenses of CrewForce is to allow for 911 and Emergency Management Services to expand its mobile capabilities.

Recommendations

Staff Recommends Approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda.

Fiscal Impact

Amount: \$2375.00

Account: 652541-8361 Admin Support Fund-911/EM Contract Services

Additional Information :

The Crew Mobile App Licenses in the amount of \$2375.00 will be paid from the Admin Support -911/Emergency Management Department budget 652541-8361. Budget Authority approved in Fiscal Year 2026-2027 Annual Budget.

Amount: \$499.00

Account: 652060-8361 Admin Support Fund- IT Contract Services

Additional Information :

The annual maintenance recurring fees for Crew Mobile App in the amount of \$499.00 will be paid from the Admin Support -Information Technology Department budget 652060-8361. Budget Authority approved in Fiscal Year 2026-2027 Annual Budget.

Attachments

Tyler Crew Mobile App Quote



Quoted By:
Quote Expiration:
Quote Name:

Jodie Hisala
2/28/27
City of Edmond, OK- 5 Additional
Crew Mobile App

Billing Address:

Edmond, Ok City Of
Accounts Payable
Po Box 2970
Edmond OK 73083-2970
Phone: +1 (405) 216-7300

Shipping Address:

City Of Edmond Fire Department
5300 E Covell Rd

Edmond OK 73034-6937

Licensing

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety Mobile Crew Mobile App [5]				
Total	\$ 2,375	\$ 0	\$ 2,375	\$ 499
TOTAL	\$ 2,375		\$ 2,375	\$ 499

Summary	One Time Fees	Recurring Fees
Total Licensing	\$ 2,375	\$ 499
Total Annual/SaaS	\$ 0	\$ 0
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 2,375	\$ 499

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees shall be invoiced on a prorated basis through the end of your current term, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

Annual / SaaS fees, including Third-Party Hosting, as applicable, shall be invoiced on the Effective Date, prorated for the time period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Subsequent Annual Fees will be invoiced annually in advance thereafter at our then current rates, subject to controlling payment terms, if any, under the existing agreement.

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

City Council / Public Works Authority**11. B.****Meeting Date:** 09/14/2026**Submitted For:** Keith Stewart, Director, Public Works

Email: Keith.Stewart@edmondok.gov , Phone: 405-216-7770

Submitted By: Sara Cobb, Director, Information Technology**Ward:** Citywide**City Council Strategic Plan:** Fiscal Diligence

Item

Consideration of Approval of Waiver of Competitive Bids and Approval of Sole Provider Purchase of Landis+Gyr Products from Border States Industries, Inc; Not to Exceed \$600,000.00. (Citywide)

Background

In October 2019, the City Council approved the purchase of hardware, software, and related services from Landis+Gyr Technology, Inc. for the City's Smart Meter Project, to include electric meters, water interpreters and supporting network equipment, including, but not limited to routers, gateways, radios and antennas programmed to work within the Mesh IP framework of the Smart Meter infrastructure.

Border States Industries, Inc is the exclusive-authorized distributor of Landis+Gyr products for the public power and municipal utilities in Oklahoma. Therefore, the purchase of the above-mentioned equipment and materials must be purchased through Border States Industries, Inc. Additional meters, interpreters and appurtenances are required to support new development and maintain the city's Smart Meter Project.

The Central Warehouse will purchase as inventory. Costs are then expensed to the appropriate department when the materials are issued and placed into service.

Time Frame

Equipment and materials will be purchased in Fiscal Year 2027.

Issue

Electric and Public Works must purchase Landis+Gyr water interpreters, electric meters and additional equipment and materials for new development and necessary maintenance from Border States Industries for use in the Smart Meter infrastructure. Anticipated expenditures for Fiscal Year 2027 total \$600,000.00:

- Water Interpreters estimated at \$300,000.00
- Electric meters, routers, gateways and other supporting equipment estimated at \$300,000.

Recommendations

Staff recommends approval.

Action Needed

Two actions are necessary to approve:

1. Motion to acknowledge evidence that there is only one vendor for this particular purchase and waiving competitive bids. (An affirmative vote of at least four members of the governing body is required to approve).
2. Motion to approve the purchase.

Public Notification

Posted Agenda.

Fiscal Impact

Amount: \$300,000.00

Account: 654000-1301 Field Services Inventory and 654331-8219 Field Services - Water Line Maint. Materials

Additional Information :

Budget Authority approved in Fiscal Year 2027 Annual Budget.

Amount: \$300,000.00

Account: 562000-1301 Electric Utility Inventory and 562032-8220 Electric Utility Electrical Materials

Additional Information :

Budget Authority approved in Fiscal Year 2027 Annual Budget.

City Council / Public Works Authority**11. C.****Meeting Date:** 09/14/2026**Submitted For:** JD Younger, Police Chief, Police

Email: JD.Younger@edmondok.gov , Phone: 405-359-4420

Submitted By: Brandon Pratt, Technology Services Manager, Police**Ward:** Citywide**City Council Strategic Plan:** N/A

Item

Consideration of Waiver of Competitive Bids and Approval of Sole Provider Purchase of Equipment and Services from Safe Fleet Mobile-Vision, Inc; \$321,500.00. (Citywide)

Background

We currently utilize Safe Fleet (SF) Mobile-Vision, Inc. digital in-car video systems installed in all our marked police department patrol vehicles and interview rooms, as well as their body cameras. This is an automated system where the system server recognizes the vehicles in which the camera system is installed, as they enter the parking lot and automatically download and store any video captured on the system. The body camera files are downloaded when they are docked at the station. These videos are all stored on the cloud storage server we utilize with Safe Fleet.

Several in-car camera systems from Safe Fleet (SF) Mobile-Vision are needing to be replaced due to age, wear, and tear. We also must replace several body worn cameras due to age, wear and tear. We are also purchasing an additional camera/in-car camera for a reclassified position in Patrol.

We also budgeted to purchase replacement parts, service, and maintenance agreements for the various Safe Fleet cameras and systems we utilize.

We budgeted to upgrade our interview room recording system that utilizes Safe Fleet Mobile-Vision Inc. Upgrading these interview room systems will provide us with more reliable hardware. Our current hardware is outdated and unsupported.

This request includes all FY27 budgeted items. Not all listed items will be purchased immediately upon approval.

Funds verified by Purchasing.

Time Frame

FY27

Issue

We must purchase new systems, replacement parts and necessary maintenance from SF Mobile-Vision, Inc. to ensure compatibility and consistent operation for officers. The anticipated expenditures this year for SF Mobile-Vision, Inc. are:

- Digital in-car systems and body-worn cameras with accessories \$46,000
- Assorted replacement parts \$17,000
- Repairs on equipment \$10,500
- Safe Fleet Nexus Body Camera Maintenance Contract \$195,000
- Safe Fleet Replacement Interview Room Cameras \$50,000
- Cameras for reclassified position \$3000

Total \$321,500

Recommendations

Staff recommends approval.

Action Needed

Two actions are necessary to approve:

1. Motion to acknowledge evidence that there is only one vendor for this particular purchase and waiving competitive bids. (An affirmative vote of at least four members of the governing body is required to approve).
2. Motion to approve the purchase.

Public Notification

Posted Agenda.

Fiscal Impact

Amount: \$321,500

Account: 122041-8361 Police - Contract Services \$195,000

Additional Information :

122041-8229 Police - Photo Supplies \$66,000

122041-8313 Police - Maint/Repairs Equip. \$10,500

115004-8417 Police - Asset Forfeiture \$50,000

Budget Authority approved in Fiscal Year 2027 Annual Budget.

City Council / Public Works Authority**11. D.****Meeting Date:** 09/14/2026**Submitted For:** Frank Hale, Interim Director, Parks & Recreation
Email: frank.hale@edmondok.gov , Phone: 4053594778**Submitted By:** Kory Atcuson-Coley, City Clerk, City Clerk's Office**Ward:** 3**City Council Strategic Plan:** Strong Tourism and Recreation Program

Item

Consideration of Acceptance of Bid, Approval of Resolution No. 31-26 Appointing a Purchasing Agent for Carrying Out a Public Contract; and Authorizing the Mayor to Execute a Contract with Multicon for Tennis Courts 1-4 Surface Removal and Reapplication at Edmond Center Court; \$102,600.00. (Ward 3)

Background

The Edmond Center Court was opened in October 2020 with a total of 24 tennis courts. Courts 1-4 have experienced repeated issues with surface bubbles that have not been adequately addressed through repair efforts. The only alternative is to completely remove the existing surface, treat and seal the concrete, and apply a new surface.

The courts include the two with stadium seating that are essential for tournaments. Having these courts fully operational is a requirement for hosting the International Tennis Federation Women's 100 tournament on October 12th-18th.

A bid opportunity (B27-006) was issued for Tennis Courts 1-4 Surface Removal and Reapplication on August 14, 2026, with bids opened on September 7, 2026. Three bids were submitted.

The lowest bid was submitted by Multicon at a cost of 102,600.00

Additional procurement information, such as announcements, specifications, and responses, may be found by visiting <https://edmondok.ionwave.net/login.aspx>, selecting Closed Bids, and choosing the referenced bid number(s), or by contacting the Purchasing Division.

Time Frame

It is anticipated that work will begin in September after approval from City Council. Work must be completed no later than the first week of October for the ITF Professional Women's 100 that will take place October 12th-18th.

Issue

Awarding a bid, approving a resolution appointing a purchasing agent, and authorizing the Mayor to execute a contract for Tennis Courts 1-4 Surface Removal and Reapplication at Edmond Center Court with Multicon at a cost of \$102,600.00.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda. Bid opportunities were issued and posted to City's bidding website at <https://edmondok.ionwave.net/Login.aspx>.

Fiscal Impact

Amount: \$102,600.00

Account: 116044-8404 Park Tax Fund Land Betterments

Additional Information :

Budget authority approved in Fiscal Year 2026-2027 Annual Budget.

Attachments

Edmond Center Court Resurfacing Bid Tabulation

Edmond Center Court Resolution

Event Number	B27-006 Addendum 2	Organization	City of Edmond
Event Title	Tennis Courts 1-4 Surface Removal and Rea	Workgroup	EdmondOK
Event Description	All Bids shall be submitted through the Onli	Event Owner	Sheila Briesch
Event Type	Sealed Bid	Email	sheila.briesch@edmondok.gov
Issue Date	8/14/2026 01:40:01 PM (CT)	Phone	
Close Date	9/7/2026 10:00:00 AM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Multicon	Park City	KS	9/3/2026 03:41:24 PM (CT)	1	\$102,600.00
Pro Track and Tennis, Inc	Elkhorn	NE	9/7/2026 08:01:43 AM (CT)	1	\$165,000.00
Merritt Tennis & Track Systems	Oklahoma City	OK	9/4/2026 09:14:43 AM (CT)	1	\$265,880.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	Total Price per Contract Specs						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Multicon				\$102,600.00	\$102,600.00	
	Pro Track and Tennis, Inc				\$165,000.00	\$165,000.00	
	Merritt Tennis & Track Systems (Merritt Sealing Co.)				\$265,880.00	\$265,880.00	

1	
	Manufacturer Manufacturer #

Line #	Att #	Attribute Name	Attribute Note	Multicon	Pro Track and Tenn	Merritt Tennis & Tr	Track Systems (Merritt Sealing Co.)
Header	1	Completion Date	Shall be no later than Oct	I have read and acc	I have read and acc	I have read and accept	
Header	2	Term and Conditions Acc	Check the box to signify t	I have read and acc	I have read and acc	I have read and accept	
Header	3	Acknowledgement of cha	Acknowledgement of the	I have read and acc	I have read and acc	I have read and accept	
Header	4	Partial Court Image and R	Acknowledgement of add	I have read and acc	I have read and acc	I have read and accept	

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Multicon	Brian Rooney	br@multicon.build	
Pro Track and Tennis, Inc	Dillon Laurent	dillon@protrackandtennis.com	If you have any questions contact me at dillon@protrackandtennis.com
Merritt Tennis & Track Systems	Paul Merritt	paul@merrittcompanies.net	The approved acrylic surfacing suppliers in your bid package will not gu;

Resolution No. _____

**A RESOLUTION APPOINTING MULTICON AS A PURCHASING AGENT
OF THE CITY OF EDMOND FOR CARRYING OUT CONSTRUCTION OF
THE TENNIS COURTS 1-4 SURFACE REMOVAL AND
REAPPLICATION AND ALL APPURTENANCES THERETO; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Edmond, Oklahoma, has entered into a public contract with Multicon regarding construction of the Tennis Courts 1-4 Surface Removal and Reapplication and all appurtenances thereto; and

WHEREAS, it would be to the benefit of the City of Edmond to appoint an agent to make tax-exempt purchases in furtherance of said public contract; and

WHEREAS, Title 61, O.S. Supp. 1981 §103.2 expressly permits such appointment;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF EDMOND, OKLAHOMA, THAT:

Section 1. Multicon is hereby appointed agent of the City of Edmond for the purposes of construction of the Tennis Courts 1-4 Surface Removal and Reapplication and all appurtenances thereto.

Section 2. EFFECTIVE DATE. This resolution shall take effect immediately.

PASSED AND APPROVED in an open meeting of the City Council by an affirmative majority vote of the governing body on the _____ day of _____, 2026.

Attest:

Mark A. Nash
Mayor

Kory Atcuson-Coley
City Clerk

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

Madeline Sawyer
City Attorney

City Council / Public Works Authority**11. E.****Meeting Date:** 09/14/2026**Submitted For:** AJ Krieger, City Manager, City Manager's Office
Email: aj.krieger@edmondok.gov , Phone: 405-359-4500**Submitted By:** Casey Moore, Director of Management Services, City Manager's Office**Ward:** Citywide**City Council Strategic Plan:** Maintaining Our Foundation of Excellence

Item

Consideration of Selection and Approval of a Professional Services Agreement with PoliGRAM, LLC. for Special Advisor for Strategic Initiatives & External Affairs Services; Not to Exceed \$100,000.00. (Citywide)

Background

The City Manager's office recently conducted an RFQ for a Senior Advisor for Strategic Initiatives & External Affairs (Special Advisor) to provide Professional services for the following initiatives:

- Providing expertise, guidance, and support to enhance the City's effectiveness in economic development, governmental affairs, legislative advocacy, and stakeholder engagement.
- Enhance efforts to build, strengthen, and leverage relationships with key governmental, business, educational, civic, and community partners to advance the City's strategic priorities.
- Assist City leadership in navigating complex policy and political environments, identifying opportunities for collaboration and investment, strengthening public trust, improving stakeholder communication, and developing partnerships that enhance the City's economic vitality, influence, and long-term success.
- Additional strategic initiatives & external affairs services, as needed.

Three total responses were submitted: PoliGRAM (PoliGRAM, LLC), Saxum Strategic Communications, LLC, and Sumter Local Government Consulting of Texas. Based upon the responses received related to the services desired, we would like to move forward with a professional services agreement with PoliGRAM, LLC. This agreement would be tracked on an hourly basis, not to exceed a total of \$100,000.

Time Frame

Immediate upon approval.

Issue

Select PoliGRAM, LLC as a contractor and approve an agreement for Special Advisor for Strategic Initiatives & External Affairs services.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notifications

Posted agenda.

Fiscal Impact

Amount: Up to \$100,000

Account: 652055-8361

Additional Information :

Attachments

RFQ27-004 Special Advisor

RFQ27-004 Vendor Respondents

Professional Services Agreement Special Advisor

CITY OF EDMOND, OKLAHOMA

REQUEST FOR QUALIFICATIONS FOR SPECIAL ADVISOR FOR STRATEGIC INITIATIVES & EXTERNAL AFFAIRS (RFQ 27-004)

I. Introduction

The City of Edmond is requesting qualifications from a Senior Advisor for Strategic Initiatives & External Affairs (Special Advisor) to provide Professional services for the following initiatives:

- **Providing expertise, guidance, and support** to enhance the City's effectiveness in economic development, governmental affairs, legislative advocacy, and stakeholder engagement.
- **Enhance efforts to** build, strengthen, and leverage relationships with key governmental, business, educational, civic, and community partners to advance the City's strategic priorities.
- **Assist City leadership** in navigating complex policy and political environments, identifying opportunities for collaboration and investment, strengthening public trust, improving stakeholder communication, and developing partnerships that enhance the City's economic vitality, influence, and long-term success.
- **Additional strategic initiatives & external affairs services**, as needed.

II. Responsibilities of the Special Advisor:

1. Stakeholder Relationship Development and Management

In conjunction with City staff and any other relevant contractors, the Special Advisor shall develop, cultivate, maintain and leverage productive relationships at the City, County, State and Federal level. Special Advisor will focus on improving areas of connection and communication to facilitate dialogue, identify areas of mutual interest, recommend engagement strategies, and promote productive working relationships that advance Edmond's policy, political and economic interests.

2. Strategic Planning & Coordination

In conjunction with City staff and any other relevant contractors, the Special Advisor shall develop and implement an annual comprehensive and proactive intergovernmental and stakeholder relations strategy.

3. Stakeholder & Political Environment Analysis

In conjunction with City staff and any other relevant contractors, the Special Advisor shall provide strategic counsel to City leadership regarding political, governmental, and stakeholder dynamics that may affect City initiatives, policy decisions, and public perception on ballot measures, bond proposals and other major public policy or community engagement matters.

4. **Additional Services**

The Special Advisor shall provide additional strategic initiatives & external affairs-related services as mutually agreed upon by both parties.

5. **Compliance and Liability**

The Special Advisor shall comply with all applicable local, State, and Federal laws and regulations. Services shall be performed as an **Independent Contractor**, and the Special Advisor shall hold the City harmless from any causes of action arising from work performed under this Agreement.

6. **Confidentiality**

The Special Advisor shall maintain strict confidentiality of all nonpublic information, data, documents, and materials obtained or created in connection with this Agreement. Confidential Information shall not be disclosed or used for any purpose other than performing services for the City unless authorized in writing or required by law.

7. **Records and Public Information Compliance**

The Special Advisor shall comply with all applicable laws regarding records retention, public records, and data privacy, including the Oklahoma Open Records Act. The Special Advisor shall assist the City in responding to lawful records requests, provided such assistance does not violate legal or ethical obligations.

III. Selection Process

The following procedures will be used to select a Special Advisor:

1. A selection committee will review and rate the experience and qualifications of each Special Advisor based on information provided in the response to this RFQ. Categories to be rated include the ability to meet scheduled project deadlines, qualifications, existing workload, responsiveness to this RFQ, and any other item/s you wish to bring to our attention. It is incumbent upon each Special Advisor to furnish complete and relevant information in order to receive proper consideration. The committee could develop a short list of Special Advisors. The number of shortlisted Special Advisors may depend on the number of responses received.
2. The selection committee **may or may not** interview the short-list of Special Advisors. The interview provides an opportunity for a verbal presentation of your qualifications.

3. The selection committee will select a Special Advisor and negotiate a contract for services. If negotiations cannot be reached, the selection committee will negotiate with another Special Advisor.

III. Non-Collusion Affidavits

The attached affidavit is required and must be completed and uploaded as part of your electronic response to this RFQ using the online bidding system.

VI. Qualifications

All qualifications must be submitted electronically to the Office of the Purchasing Manager for the City of Edmond **before 2:00 P. M. on July 30, 2026.**

Special Advisors are required to register as a supplier at <http://www.edmondok.gov/> to bid and enable receipt of any necessary addenda or correspondence.

Electronic copies must be sent via the City's ONLINE BIDDING SYSTEM. Facsimile or e-mail responses will not be accepted. Any proposals submitted **AFTER** the time set for the receipt of proposals **WILL NOT BE CONSIDERED.**

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath that (s)he is an agent authorized to submit the above Contract to the City of Edmond.

Affiant further states that such individual has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of Edmond, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state officials concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Special Advisor

Subscribed and sworn before me this _____ day of _____,
20____

Notary Public

My Commission Expires:

(Seal)

Event Number	RFQ27-004	Organization	City of Edmond
Event Title	Special Advisor for Strategic Initiatives & Ex	Workgroup	EdmondOK
Event Description	The City of Edmond is requesting qualificati	Event Owner	Sheila Briesch
Event Type	RFQ	Email	sheila.briesch@edmondok.gov
Issue Date	7/23/2026 07:30:01 AM (CT)	Phone	
Close Date	7/30/2026 02:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
PoliGRAM (PoliGRAM, LLC)	Edmond	OK	7/28/2026 11:39:19 PM (CT)	0	\$0.00
Saxum Strategic Communicator	Oklahoma City	OK	7/30/2026 10:53:44 AM (CT)	0	\$0.00
Sumter Local Government Cons	Fort Worth	TX	7/30/2026 01:55:27 PM (CT)	0	\$0.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



RFQ27-004
PoliGRAM
PoliGRAM, LLC
Supplier Response

Event Information

Number: RFQ27-004
Title: Special Advisor for Strategic Initiatives & External Affairs
Type: Request for Qualifications
Issue Date: 7/23/2026
Deadline: 7/30/2026 02:00 PM (CT)
Notes: The City of Edmond is requesting qualifications from a Special Advisor for Strategic Initiatives & External Affairs.

All qualifications must be submitted electronically, via the City's electronic bidding system, to the Office of the Purchasing Manager for the City of Edmond by the close date and time stated above. Responders are required to register as a supplier at <https://edmondok.ionwave.net/> to bid and enable receipt of any necessary addenda or correspondence.

Facsimile or e-mail responses will not be accepted. Any proposals submitted AFTER the time set for the receipt of proposals WILL NOT BE CONSIDERED.

Contact Information

Contact: Sheila Briesch
Address: PO Box 2970
Edmond, OK 73083
Email: Sheila.briesch@edmondok.gov

PoliGRAM Information

Contact: Mike Osburn
Address: 3126 S Boulevard #274
Edmond, OK 73013
Phone: (405) 818-8906
Email: mike@poligram.net
Web Address: www.poligram.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Michael T Osburn

Signature

Submitted at 7/28/2026 11:39:19 PM (CT)

mike@poligram.net

Email

Requested Attachments

Non-Collusion Affidavit

Non Collusion Affidavit.pdf

Upload the completed Non-Collusion Affidavit here.

Qualifications

No response

Resume

Mike Osburn Resume COE
Ref.docx

Similar Projects - Detailed

No response

Bid Attributes

1

III. Non-Collusion Affidavits

Respondants must complete the attached affidavit and upload the completed document as part of your electronic response to this RFQ using the online bidding system.

☒ I have read and understand.

2 Qualifications

Please provide a brief description of your qualifications.

Additional documentation pertinent to qualifications can be uploaded to the Response Attachments tab.

Over the past three decades, I have built a career helping organizations navigate complex governmental, political, organizational, and logistical environments while bringing diverse stakeholders together to accomplish shared goals. Through PoliGRAM, I provide strategic advisory services to public, private, and nonprofit organizations focused on governmental and political affairs, public policy, stakeholder engagement, organizational management, and strategic initiatives. My professional experience spans every level of government and organizational leadership. Representing Edmond in the State House since 2016, including service as Chair of the House Rules Committee and membership on multiple policy and oversight committees, I have developed and honed understanding of legislative processes, public policy, fiscal management, political strategy and collaborative governance. Prior to my legislative service, I served as Campaign Manager and Deputy Chief of Staff to Governor Frank Keating, State Director for U.S. Senator Don Nickles, Chief of Staff to the President of Oklahoma Christian University, and in other executive leadership roles that required building consensus, managing complex initiatives, and strengthening relationships among government, business, educational, and community leaders. As President of PoliGRAM since 2006, I have advised associations, nonprofit organizations, and private-sector clients on strategic planning, organizational leadership, government relations, event management, advocacy, and stakeholder engagement. My work is centered on helping organizations identify opportunities, develop meaningful partnerships, solve complex challenges, and successfully execute strategic initiatives. Throughout my career, I have been recognized as a convener and coalition builder. I believe lasting results are achieved by establishing trust, fostering collaboration, and bringing the right people together around common objectives. Whether working with elected officials, state agencies, educational institutions, business leaders, nonprofit organizations, or community stakeholders, I have consistently built productive relationships that create opportunities and produce measurable outcomes. My legal education, executive leadership experience, and extensive network of relationships across Oklahoma position me to provide thoughtful counsel and practical solutions to City leadership. I understand how to navigate complex policy and political environments, identify opportunities for collaboration and investment, strengthen stakeholder relationships, and help advance strategic initiatives that enhance economic vitality and community success. The combination of executive leadership, governmental experience, strategic planning, stakeholder engagement, and relationship-building that I bring through PoliGRAM aligns directly with the City's desire for a trusted advisor who can extend the capacity of City leadership, strengthen external partnerships, and help position Edmond for continued long-term success.

3 Similar Projects

Briefly describe similar projects completed in the past 5 years.

Additional documentation pertinent to similar projects can be uploaded to the Response Attachments tab.

The services requested in this RFQ are not representative of a single project I have completed; they reflect the core focus of my professional career. For more than 30 years, I have worked at the intersection of government, business, education, nonprofit organizations, and community leadership, helping organizations build relationships, navigate complex governmental and policy environments, develop strategic partnerships, and accomplish initiatives that benefit the communities they serve. I often tell organizations that "the Capitol runs on politics, but life runs on relationships." That philosophy has guided my work throughout my career and remains the foundation of the services I provide through PoliGRAM. Whether advising nonprofit organizations, leading statewide associations, supporting legislative advocacy efforts, coordinating large public events, or helping organizations strengthen their relationships with government and community stakeholders, my role has consistently been to bring people together, identify common interests, and help move important initiatives forward. In fact, one of PoliGRAM's taglines for its advocacy association work is "Better together." A few recent examples include:

- Cycle 66 — building partnerships among municipalities, sponsors, nonprofits, tourism organizations, and volunteers.
- Worklahoma — connecting job seekers with employers, education, and services to grow Oklahoma's workforce.
- APTA-Oklahoma — strategic leadership, governance, fundraising, stakeholder engagement, and event management.

Within the past five years, I have continued to provide these services through PoliGRAM to professional associations, nonprofit organizations, and community initiatives across Oklahoma. My work has included strategic planning, organizational leadership, governmental affairs, legislative advocacy, stakeholder engagement, board governance, partnership development, and management of complex public-facing initiatives and events. These engagements require many of the same skills sought by the City of Edmond: cultivating relationships, facilitating collaboration among diverse stakeholders, identifying opportunities, solving complex challenges, and helping organizations achieve long-term strategic objectives. I've also tried to incorporate the same principles of coalition-building and stakeholder-inclusion into my legislative work. Serving in leadership while working with legislators, municipal leaders, state agencies, educational institutions, business organizations, tribal governments, and community stakeholders has provided daily experience building consensus, navigating competing interests, and developing practical solutions to complex public policy issues. Collectively, these experiences represent not just similar projects, but a sustained body of work centered on strategic, collaborative leadership and connecting people. They have prepared me to serve as an advisor who can help the City of Edmond strengthen partnerships, expand opportunities, and successfully advance its strategic priorities.

4 .

References

Please upload provide 3 professional references

5 Reference #1

Business name

Point of Contact

Point of Contact email and phone number

Brief description of work completed and date

Ideal Homes Steve Shoemaker, President sshoemaker@ideal-homes.com - 405.417.6831 Because of the footprint Ideal Homes has across the state, Steve and his homebuilder colleagues would certainly be included in the stakeholders this position would work with in building and cultivating partnerships. Additionally, PoliGRAM served as the Volunteer Coordinator for Ideal Homes when they participated in Extreme Makeover - Home Edition and we have worked and served together in multiple capacities over the years.

6 Reference #2

Business name
Point of Contact
Point of Contact email and phone number
Brief description of work completed and date

Edmond Area Chamber of Commerce Sherry Jordan, President and CEO SJordan@edmondchamber.com - 405.820.0475 A good working relationship between the City and the Chamber is vital to successful economic development and prosperity in Edmond. It is important to continue to cultivate and nurture that relationship. I have worked closely with Sherry on multiple projects over the last 10 years, both legislatively and civically, to highlight, promote and strengthen our community and will continue to do so in this position.

7 Reference #3

Business name
Point of Contact
Point of Contact email and phone number
Brief description of work completed and date

Community Champion Randel Shadid, Former Mayor of Edmond randel@rshadid.com - 405.659.5513 Legacy and heritage are extremely important to Edmond and its future. We need to not only honor those who came before, but collaborate with them as we formulate our strategic growth plan. Randel Shadid served honorably as Mayor at an extremely pivotal point in our history. His input and that of other former and current stakeholders is vital to the success of our City.



RFQ27-004

Saxum Strategic Communications, LLC

Supplier Response

Event Information

Number: RFQ27-004
Title: Special Advisor for Strategic Initiatives & External Affairs
Type: Request for Qualifications
Issue Date: 7/23/2026
Deadline: 7/30/2026 02:00 PM (CT)
Notes: The City of Edmond is requesting qualifications from a Special Advisor for Strategic Initiatives & External Affairs.

All qualifications must be submitted electronically, via the City's electronic bidding system, to the Office of the Purchasing Manager for the City of Edmond by the close date and time stated above. Responders are required to register as a supplier at <https://edmondok.ionwave.net/> to bid and enable receipt of any necessary addenda or correspondence.

Facsimile or e-mail responses will not be accepted. Any proposals submitted AFTER the time set for the receipt of proposals WILL NOT BE CONSIDERED.

Contact Information

Contact: Sheila Briesch
Address: PO Box 2970
Edmond, OK 73083
Email: Sheila.briesch@edmondok.gov

Saxum Strategic Communications, LLC Information

Contact: Chelsea Watkins
Address: 621 N. robinson
suite 600
Oklahoma City, OK 73102
Phone: (405) 605-2003
Email: cwatkins@saxum.com
Web Address: www.saxum.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Chelsea Watkins

Signature

Submitted at 7/30/2026 10:53:44 AM (CT)

cwatkins@saxum.com

Email

Requested Attachments

Non-Collusion Affidavit

EDMOND_RFQ_Affidavit.pdf

Upload the completed Non-Collusion Affidavit here.

Qualifications

City of Edmond - RFQ27-004_2026 (1).pdf

Resume

No response

Similar Projects - Detailed

No response

Bid Attributes

1 III. Non-Collusion Affidavits

Respondants must complete the attached affidavit and upload the completed document as part of your electronic response to this RFQ using the online bidding system.

☒ I have read and understand.

2 Qualifications

Please provide a brief description of your qualifications.

Additional documentation pertinent to qualifications can be uploaded to the Response Attachments tab.

Saxum is an Oklahoma City-based strategic communications and public affairs consultancy with more than two decades of experience advising public, private, and nonprofit organizations through complex policy, stakeholder, and community engagement challenges. Our team specializes in strategic counsel, intergovernmental relations, public affairs, stakeholder engagement, economic development positioning, and communications for high visibility initiatives. We have partnered with municipalities, state agencies, economic development organizations, healthcare systems, tribal organizations, and civic leaders across Oklahoma to build trust, navigate complex public issues, and deliver measurable outcomes. As outlined in the attached Statement of Qualifications, our proposed engagement for the City of Edmond is led directly by senior advisors with extensive experience in government affairs, strategic communications, and stakeholder engagement. The attached document provides a detailed overview of our qualifications, relevant experience, proposed approach, project team, and references in response to RFQ 27-004.

3 Similar Projects

Briefly describe similar projects completed in the past 5 years.

Additional documentation pertinent to similar projects can be uploaded to the Response Attachments tab.

Relevant Experience The engagements below reflect work performed by Saxum and by the senior team members who would serve this engagement. Some clients are described generally to honor confidentiality obligations. Specific names are available upon request where disclosure is authorized. **Municipalities:** Saxum's public-sector experience runs deep across Oklahoma's cities. The firm has provided strategic advisement, public affairs counsel, and stakeholder engagement to municipal and civic leaders in Norman, Oklahoma City, Enid, Ardmore, and Tulsa — helping them navigate growth, infrastructure, and economic development, build coalitions, and communicate complex public issues. That firsthand grasp of how Oklahoma cities operate is exactly the perspective Edmond would draw on here. **Norman Economic Development Coalition:** Strategic counsel and planning support as the community navigated growth, municipal priorities, and civic alignment. Saxum built a strategic roadmap, message platform, and key-messenger talking points and social content that helped local leaders make the case for investment in parks, recreation, trails, and family-friendly amenities — pairing research and narrative with hands-on community engagement and keeping trusted local voices central. Directly comparable to Edmond's environment today. **Downtown OKC:** Sustained promotion, stakeholder engagement, and narrative work aligning business, civic, and governmental interests around a shared growth story for the urban core. The engagement spanned market research, proactive earned media, and storytelling that connects new development to the neighborhoods it serves — positioning downtown's momentum as a shared civic asset rather than isolated projects. **Aetna Better Health:** Supported Aetna Better Health of Oklahoma, a CVS Health company, before, during, and after its selection as one of the state's three SoonerSelect Medicaid managed care plans. Across a multi-year engagement, Saxum delivered earned media, executive thought leadership (op-eds and desk-side media briefings), and community-investment storytelling — from member success stories to maternal-health support for tribal communities — earning trust with regulators, providers, partners, and the public in a high-stakes, politically sensitive market. **United for Oklahoma:** Members of the proposed team helped lead a statewide public affairs and advocacy campaign for a coalition of Oklahoma's tribal nations, communicating their economic and community impact while strengthening tribal, state, and local partnerships. The work translated complex economic impact research, billions in annual statewide activity and tens of thousands of jobs, into accessible narrative, earned media, and community storytelling. It reflects experience navigating complex intergovernmental issues and building trust across multiple levels of government. **Public Safety and Law Enforcement:** Strategic counsel, communications, and stakeholder engagement for the Oklahoma District Attorneys Council, the statewide body coordinating the state's district attorneys. The work requires accuracy, discretion, and public trust under pressure — the high-scrutiny judgment the City would want when sensitive public-safety issues arise. **Public Health and Philanthropy:** Stakeholder engagement and validator network development for a statewide public health endowment and a national philanthropic organization. Saxum mapped and activated validator networks across grantees, health care, business, tribal, and rural partners; built board engagement frameworks and messaging tools; and developed legislative and stakeholder strategy engaging business, civic, and political leaders — giving mission-driven institutions a clear, consistent story and the discipline to carry it under public scrutiny.

4 .

References

Please upload provide 3 professional references

5 Reference #1

Business name

Point of Contact

Point of Contact email and phone number

Brief description of work completed and date

Name: Thomas Larson Title: Director of Public Information and Government Affairs Organization: Oklahoma Tobacco Settlement Endowment Trust (TSET) Phone: (405) 642-6860 Email: ThomasL@tset.ok.gov Stakeholder engagement and validator network development for a statewide public health endowment and a national philanthropic organization. Saxum mapped and activated validator networks across grantees, health care, business, tribal, and rural partners; built board engagement frameworks and messaging tools; and developed legislative and stakeholder strategy engaging business, civic, and political leaders — giving mission-driven institutions a clear, consistent story and the discipline to carry it under public scrutiny.

6 Reference #2

Business name
Point of Contact
Point of Contact email and phone number
Brief description of work completed and date

Name: Lawrence McKinney Title: CEO Organization: Norman Economic Development Coalition Phone: (405) 573-1900 Email: lawrence@selectnorman.com Strategic counsel and planning support as the community navigated growth, municipal priorities, and civic alignment. Saxum built a strategic roadmap, message platform, and key-messenger talking points and social content that helped local leaders make the case for investment in parks, recreation, trails, and family-friendly amenities — pairing research and narrative with hands-on community engagement and keeping trusted local voices central. Directly comparable to Edmond's environment today.

7 Reference #3

Business name
Point of Contact
Point of Contact email and phone number
Brief description of work completed and date

Name: Chris Cline Title: Founder/Owner Organization: Greenlight OKC/Cline Construction Phone: (405) 301-3447 Email: chris.cline@clineconstructionok.com Advocacy campaign to modernize permitting and inspection processes, creating a more efficient, predictable development environment that supports responsible growth, economic investment, and long term community development.



RFQ27-004

Sumter Local Government Consulting of Texas

Supplier Response

Event Information

Number: RFQ27-004
Title: Special Advisor for Strategic Initiatives & External Affairs
Type: Request for Qualifications
Issue Date: 7/23/2026
Deadline: 7/30/2026 02:00 PM (CT)
Notes: The City of Edmond is requesting qualifications from a Special Advisor for Strategic Initiatives & External Affairs.

All qualifications must be submitted electronically, via the City's electronic bidding system, to the Office of the Purchasing Manager for the City of Edmond by the close date and time stated above. Responders are required to register as a supplier at <https://edmondok.ionwave.net/> to bid and enable receipt of any necessary addenda or correspondence.

Facsimile or e-mail responses will not be accepted. Any proposals submitted AFTER the time set for the receipt of proposals WILL NOT BE CONSIDERED.

Contact Information

Contact: Sheila Briesch
Address: PO Box 2970
Edmond, OK 73083
Email: Sheila.briesch@edmondok.gov

Sumter Local Government Consulting of Texas Information

Contact: Jeff Jones
Address: 640 Taylor Street, Suite 1200
Fort Worth, TX 76102
Phone: (817) 528-8246
Email: jeff@sumterconsulting.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jeff Jones

Signature

Submitted at 7/30/2026 01:55:27 PM (CT)

jeff@sumterconsulting.com

Email

Supplier Note

While work related references were submitted for Jeff Jones, references are also available for Sumter Consulting as needed.

Requested Attachments

Non-Collusion Affidavit

Upload the completed Non-Collusion Affidavit here.

Affidavit .pdf

Qualifications

Jeff_Jones_Professional_Biography.pdf

Resume

No response

Similar Projects - Detailed

Jeff Jones Economic Development Highlights.pdf

Bid Attributes

1

III. Non-Collusion Affidavits

Respondants must complete the attached affidavit and upload the completed document as part of your electronic response to this RFQ using the online bidding system.

☒ I have read and understand.

2 Qualifications

Please provide a brief description of your qualifications.

Additional documentation pertinent to qualifications can be uploaded to the Response Attachments tab.

Jeff Jones brings more than 35 years of executive leadership and public sector management experience serving municipalities and public organizations throughout Texas and the Mountain Plains region. Throughout his career, he has successfully guided communities through complex organizational, economic development, legislative, and strategic initiatives while building collaborative relationships with elected officials, business leaders, regional partners, state agencies, and community stakeholders. Mr. Jones currently serves as Executive Vice President with Sumter Local Government Consulting, where he advises local governments on executive leadership, strategic planning, organizational effectiveness, economic development, and executive recruitment. Prior to joining Sumter, he served as Interim City Manager for Princeton, Texas, leading the organization during a period of rapid growth and organizational transition. As Town Manager for Sunnyvale, Texas, Mr. Jones secured more than \$15 million in federal grant funding, directed development of a \$175 million long-range capital improvement program, achieved an AA+ bond rating upgrade, advanced major transportation and economic development initiatives, negotiated intergovernmental agreements, and established an award-winning communications and community engagement program. Mr. Jones also served as President and General Manager of The Woodlands Township, where he managed municipal and special district operations with an annual operating budget exceeding \$130 million while guiding the organization through a significant governance transition and advancing regional economic development initiatives. Previously, as Deputy City Manager and Assistant City Manager for the City of Mesquite, he provided executive oversight of numerous municipal departments, including economic development, planning, public works, public safety, human resources, communications, and municipal airport operations. Earlier in his career, he served 18 years with the City of Hurst in progressively responsible leadership positions, helping lead transformative community redevelopment and economic development initiatives. Mr. Jones has extensive experience working directly with mayors, city councils, legislators, chambers of commerce, regional organizations, educational institutions, developers, and community leaders to build consensus, advance strategic priorities, and strengthen governmental relationships. His experience includes strategic planning, legislative and intergovernmental affairs, organizational assessment, stakeholder engagement, public communications, capital investment planning, and economic development strategy. He holds a Master of Public Administration in City Management from Texas Tech University, is a graduate of the University of Texas LBJ School Public Executive Institute, and is completing the University of Oklahoma Economic Development Institute program. His combination of executive municipal leadership, policy experience, economic development expertise, and collaborative leadership provides the qualifications necessary to effectively serve as Edmond's Special Advisor for Strategic Initiatives and External Affairs.

3 Similar Projects

Briefly describe similar projects completed in the past 5 years.

Additional documentation pertinent to similar projects can be uploaded to the Response Attachments tab.

Over the past five years, Mr. Jones has provided executive leadership and consulting services involving many of the same responsibilities identified in the City of Edmond's RFQ, including strategic planning, stakeholder engagement, economic development, governmental relations, executive advising, and organizational leadership. City of Princeton, Texas – Interim City Manager Provided executive leadership during one of the fastest-growing communities in the nation. Worked closely with elected officials, executive staff, developers, regional agencies, and community stakeholders to maintain organizational continuity, advance strategic initiatives, and position the City for continued growth. Town of Sunnyvale, Texas – Town Manager Directed numerous strategic initiatives including securing more than \$15 million in federal funding, developing a \$175 million capital improvement program, advancing transportation and economic development projects, negotiating regional service agreements, improving financial sustainability through a bond rating upgrade, and implementing an award-winning communications and public engagement program. The Woodlands Township – President and General Manager Served as chief executive during a significant governance transition while overseeing municipal operations, strategic initiatives, legislative coordination, economic development partnerships, and relationships with business, community, and governmental organizations. Led efforts supporting regional economic development and implementation of long-term community investment initiatives. Executive Recruitment and Strategic Advisory Services As Executive Vice President of Sumter Local Government Consulting, Mr. Jones has advised local governments throughout the country on executive recruitment, organizational assessments, strategic planning, leadership development, and governance. He regularly works with elected officials to define strategic priorities, recruit executive leadership, improve organizational effectiveness, and facilitate complex decision-making processes. Economic Development and Community Partnerships Throughout his career, Mr. Jones has collaborated with chambers of commerce, economic development corporations, educational institutions, regional transportation organizations, developers, state agencies, and federal partners to advance economic development, infrastructure investment, legislative priorities, and community initiatives. His experience includes developing strategic partnerships, facilitating stakeholder engagement, building consensus among diverse interests, and providing executive-level guidance on complex public policy matters. These assignments demonstrate a consistent record of providing senior executive leadership, strategic counsel, relationship management, and collaborative problem-solving that directly aligns with the City of Edmond's objectives for its Special Advisor for Strategic Initiatives and External Affairs.

4 .

References

Please upload provide 3 professional references

5 Reference #1

Business name
Point of Contact
Point of Contact email and phone number
Brief description of work completed and date

Reference name: Warren Huttmacher Current company and title: Founder, Sumter Local Government Consulting
Cell number: 404-535-0525 Email address: Warren@sumterconsulting.com

6 Reference #2

Business name
Point of Contact
Point of Contact email and phone number
Brief description of work completed and date

Reference name: Cliff Keheley Current company and title: City Manager, City of Mesquite Cell number: 972-977-4664 Office number: 972-216-6404 Email address: ckeheley@cityofmesquite.com

7

Reference #3

Business name

Point of Contact

Point of Contact email and phone number

Brief description of work completed and date

Current company and title: Former Woodlands Township Vice Chairman; Chairman of Woodlands CVB & Woodlands One Water Task Force Cell number: 713-628-3422

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EDMOND AND POLIGRAM, LLC**

This Professional Services Agreement (“Agreement”) is entered into as of this _____ day of _____ 20____, by and between Poligram, LLC (hereinafter referred to as “**Services Provider**”), and the City of Edmond, a public body organized under the laws of the State of Oklahoma (hereinafter referred to as “City” or “**Contracting Entity**”).

WITNESSETH:

WHEREAS, the **Contracting Entity** seeks to obtain professional services for strategic initiatives and external affairs, including economic development, governmental affairs, legislative advocacy, stakeholder engagement, intergovernmental relations, and related strategic initiatives; and

WHEREAS, on July 23, 2026, the City prepared a Request for Qualifications (“RFQ”) seeking a Special Advisor for Strategic Initiatives & External Affairs to provide professional services for the City; and

WHEREAS, prior to the July 30, 2026 response deadline, the City received responses to its RFQ; and

WHEREAS, a selection committee reviewed and evaluated the responses; and

WHEREAS, the **Services Provider** represented itself in its response (“Proposal”) as an expert in the field of strategic initiatives and external affairs with skilled professionals willing, able, and capable of timely providing the services requested and required by the **Contracting Entity** in the RFQ; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the **Services Provider** in the Proposal, the selection committee recommended and the **Contracting Entity** selected and entered this Agreement with the **Services Provider**; and

WHEREAS, the **Contracting Entity** retains **Services Provider** to provide professional services as an independent contractor; and

WHEREAS, **Services Provider** agrees to provide **Contracting Entity** all services, in accordance with the standards exercised by experts in the field, necessary to meet all the purposes requested or described in the RFQ and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the **Contracting Entity** and **Services Provider** hereby mutually agree as follows:

1. Professional Services Agreement

Subject to the terms and conditions of this Agreement, **Contracting Entity** retains **Services Provider**, an independent contractor, to provide **Contracting Entity** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Contracting Entity** services that meet all the purposes requested or described in the RFQ and in this Agreement.

- (a) This Agreement governs the scope of services including, but not limited to, all services to be provided by **Services Provider** to the **Contracting Entity**. The RFQ, namely RFQ 27-004, and the Proposal are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, the text of this document shall have priority and precedential value as set forth in this paragraph.
- (b) The text of this Agreement, together with RFQ 27-004 and the Proposal, constitutes the entire Agreement and the only understanding and agreement between the **Contracting Entity** and **Services Provider** with respect to the services to be provided by **Services Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.
- (c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document and any language, term, condition, or provision in RFQ 27-004 and/or the Proposal, then the text

of this document shall govern and control over any conflicting language, term, condition, or provision in RFQ 27-004 and/or the Proposal.

2. **Retention of Services Provider and Scope of Services**

(a) **Services Provider** is solely responsible for the actions, non-action, omissions, and performance of **Services Provider's** employees and agents and to ensure the timely performance of the scope of services as each are defined below:

- (i) **Services Provider** shall provide stakeholder relationship development and management services. In conjunction with City staff and any other relevant contractors, **Services Provider** shall develop, cultivate, maintain and leverage productive relationships at the City, County, State and Federal level. **Services Provider** will focus on improving areas of connection and communication to facilitate dialogue, identify areas of mutual interest, recommend engagement strategies, and promote productive working relationships that advance Edmond's policy, political and economic interests.
- (ii) **Services Provider** shall provide strategic planning and coordination services. In conjunction with City staff and any other relevant contractors, **Services Provider** shall develop and implement an annual comprehensive and proactive intergovernmental and stakeholder relations strategy.
- (iii) **Services Provider** shall provide stakeholder and political environment analysis. In conjunction with City staff and any other relevant contractors, **Services Provider** shall provide strategic counsel to City leadership regarding political, governmental, and stakeholder dynamics that may affect City initiatives, policy decisions, and public perception on ballot measures, bond proposals and other major public policy or community engagement matters.
- (iv) **Services Provider** shall provide additional strategic initiatives and external affairs-related services as may be mutually agreed upon by the parties in the future and by separate instrument.

Services Provider will be solely responsible to ensure it fully understands the scope of services, the schedule for performance, and

the **Contracting Entity's** goals and purposes. **Services Provider** will be solely responsible to ensure its employees and agents are adequately trained, instructed, and managed so that **Services Provider** timely satisfies **Service Provider's** obligations under this Agreement.

- (b) **Services Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this Agreement. **Services Provider** shall obtain all patents, licenses and any other permission required to provide all services and for the use of all services by the **Contracting Entity**.

3. **Compensation**

- (a) **Contracting Entity** shall pay **Services Provider** its compensation after completion of services at a rate of \$200 per hour, not to exceed a total compensation package of \$100,000.00 under this Agreement.
- (b) The **Contracting Entity** and **Services Provider** acknowledge that the compensation to be paid **Services Provider** pursuant to this Agreement has been established at an amount reasonable for the availability and services of **Services Provider**.

4. **Independent Contractor Status**

- (a) The parties hereby acknowledge and covenant that:
 - (i) **Services Provider** is an independent contractor, will act exclusively as an independent contractor and is not an agent or employee of the **Contracting Entity** in performing the duties in this Agreement.
 - (ii) The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship between the parties other than that of an independent contractor relationship.
- (b) All payments to **Services Provider** pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of **Services Provider** are performed outside the State of Oklahoma.

- (c) The **Contracting Entity** will not withhold any social security tax, workers' compensation tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Services Provider** as **Services Provider** is an independent contractor. Any such taxes, if due, are the responsibility of **Services Provider** and will not be charged to the **Contracting Entity**.
- (d) **Services Provider** acknowledges that as an independent contractor it is not eligible to participate in any health, welfare or retirement benefit programs provided by the **Contracting Entity** for its employees.

5. **Termination**

- (a) This Agreement shall commence upon execution by the last party hereto and shall continue in effect for an initial period of one (1) year, unless terminated by either party as provided for herein. This Agreement can be terminated, with or without cause, upon written notice, at the option of the **Contracting Entity**.
- (i) Upon receipt of a notice of termination from **Contracting Entity** for the *convenience* of said entity, **Services Provider** shall: (1) immediately discontinue all services and activities (unless the notice directs otherwise); and (2) upon payment for services fully performed and accepted, **Services Provider** shall deliver to the **Contracting Entity** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for *convenience* by the **Contracting Entity**, the **Contracting Entity** shall pay **Services Provider** for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the Agreement and as further limited by the "not to exceed" amount set out in this Agreement.
- (ii) Upon receipt of a notice of termination for *cause* from the **Contracting Entity**, **Services Provider** shall not be entitled to any

prior or future payments, including, but not limited to, any services, performance, work, costs, or expenses. The **Contracting Entity** may hold any outstanding payments for prior completed services as security for payment of any costs, expenses, or damages incurred by the **Contracting Entity** by reason of **Services Provider's** breach or other cause. Provided, however, upon notice of termination for *cause*, **Services Provider** shall deliver to the **Contracting Entity** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise.

- (iii) The rights and remedies of the **Contracting Entity** provided in this Section 5 are in addition to any other rights and remedies provided by law or under this Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Services Provider** under this Agreement.

6. **Obligations upon Termination for *Convenience***

In the event this Agreement is terminated for *convenience* hereunder, the **Contracting Entity** shall pay **Services Provider** for such properly documented invoices, if any, in accordance with the provisions of this Agreement above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Contracting Entity** shall have no further liability under this Agreement to **Services Provider** and **Services Provider** shall have no further obligations to **Contracting Entity**.

7. **Warranties**

- (a) **Services Provider** warrants that all services performed or provided under this Agreement will be performed consistent with generally prevailing professional standards and expertise. **Services Provider** shall maintain

during the course of this Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services.

- (b) During the term of this Agreement, **Contracting Entity's** initial remedy for any breach of the above warranty shall be recovery, should the **Contracting Entity** determine to be in its best interest, of any fees paid to **Services Provider** for previous payments, including, but not limited to, for services and **Services Provider** shall make reimbursement or repayment within thirty (30) days of a demand by the **Contracting Entity**. Should **Services Provider** fail to reimburse the **Contracting Entity** within thirty (30) days of demand, the **Contracting Entity** shall also be entitled to interest at 1.5% per month on all outstanding reimbursement and repayment obligations.
- (c) The **Services Provider** also acknowledges and agrees to provide all express and implied warranties required or provided for by Oklahoma statutory and case law. These warranties are in addition to the warranties provided in or applicable to this Agreement and may not be waived by any other provision, expressed or implied, in this Agreement, RFQ 27-004 and/or the Proposal.

8. Indemnification

- (a) **Services Provider** agrees to release, defend, and indemnify the **Contracting Entity**, and each of them, and hold the **Contracting Entity**, and each of them, harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements in connection with or resulting from the intentional acts or omissions, negligence, and misconduct of **Services Provider**, and each of them. Any such indemnification or reimbursement shall be made by **Services Provider** within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.
- (b) The provisions of this Section 8 shall survive the expiration of this Agreement. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this Agreement.

9. Confidentiality

Services Provider acknowledges that in the course of providing strategic initiatives and external affairs services to **Contracting Entity**, **Contracting Entity** may provide **Services Provider** with access to valuable information of a confidential and proprietary nature (i.e. non-public information) including but not limited to information relating to **Contracting Entity's** employees, security systems, data and technology ("Confidential Information"). **Services Provider** agrees that during the time period this Agreement is in effect, and thereafter, **Services Provider**, without prior written consent of **Contracting Entity** or unless required by law, shall not disclose, release or use any Confidential Information obtained by **Services Provider** for any purpose other than performing services for **Contracting Entity**. **Services Provider** will require and maintain adequate confidentiality agreements with its employees, agents, contractors and subcontractors.

10. Miscellaneous

- (a) **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
- (b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.
- (c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **Services Provider** may not assign this Agreement in whole or in part without the prior written consent of the **Contracting Entity**.
- (d) **Venue and Applicable Law.** **Contracting Entity** and **Services Provider** hereby agree that any dispute, legal proceeding or action which may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District

Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **Services Provider** irrevocably waives any objection it now or hereafter may have respecting venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this Section 10. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

- (e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- (f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- (g) **Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.
- (h) **Entire Contract.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- (i) **No Extra Work.** No claims for extra work or services of any kind, nature or character shall be recognized or paid by or be binding upon the **Contracting Entity** unless such services or work is first requested and approved in writing by the **Contracting Entity** through a contract amendment.
- (j) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in the United States post office facilities properly addressed with first class postage prepaid or acknowledgement of receipt). All notices and payments to a party will be

sent to the addressed set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To Services Provider:

PoliGRAM, LLC

Attn: Mike Osburn

3126 S Boulevard, #274

Edmond, OK 73013

Phone: (405) 818-8906

Email: mike@poligram.net

To Contracting Entity:

City of Edmond

Attn: City Clerk and City Attorney

P.O. Box 2970

Edmond, OK 73083

Fax: (405) 340-4784

Email: CityClerk@edmondok.gov and contracts@edmondok.gov

(k) **Effective.** This Agreement shall become effective upon execution by the last party.

(l) **Renewal Option.** This Agreement is renewable for two (2) additional one-year periods at the option of the **Contracting Entity**. Should the **Contracting Entity** desire to renew the Agreement, a written preliminary notice will be furnished to the **Services Provider** prior to the expiration of the Agreement. (Such preliminary notice will not be deemed to commit the **Contracting Entity** to renew).

11. Contracting Entity's Responsibilities

(a) Prior to any renewal of this Agreement, if applicable, the parties shall review the hourly rate and annual not-to-exceed amount set forth above and shall

negotiate in good faith any adjustments warranted by (i) changes in the scope or volume of services, (ii) increases in the Consumer Price Index for All Urban Consumers, South Region (CPI-U), as published by the U.S. Bureau of Labor Statistics, (iii) prevailing market rates for comparable strategic initiatives, external affairs, governmental affairs, and stakeholder relations consulting services in central Oklahoma, or (iv) expanded responsibilities assumed by the Services Provider. Any agreed compensation adjustment shall be memorialized in a written amendment executed by both parties. Absent a written amendment, the hourly rate and not-to-exceed amount set forth in this Agreement shall continue in effect.

- (b) Compensation will be remitted monthly following submittal of proper documentation evidencing work performed by the **Services Provider**. Such documentation shall be submitted by the **Services Provider** to the City Manager's Office.

12. Insurance

- (a) **Services Provider** shall obtain and provide **Contracting Entity** with a copy of the certificate of insurance prior to the execution of the contract by **Contracting Entity** and shall maintain such insurance, with **Contracting Entity** being listed as an additional insured, throughout the term of this Agreement as required and in the form and in the amount set forth below:
 - a. \$1M General Liability
 - b. \$1M Professional Liability Errors & Omissions
 - c. Workers' Compensation – Statutory
- (b) **Services Provider** shall be responsible for providing the **Contracting Entity** actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this Agreement at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.
- (c) Should the insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then **Contracting Entity** may terminate this Agreement for cause and **Services Provider** shall also be liable and responsible for any claim by **Contracting Entity** on their own behalf or on behalf of another for:

- (i) any loss or damages, including direct, indirect, and consequential; and
 - (ii) any cost or expense, including attorney fees, court costs and administrative expenses; and
 - (iii) any other loss, damage, cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.
- (d) The **Contracting Entity** reserves the right to withhold payment of any funds otherwise due **Services Provider** to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

WITNESS the hands of the parties hereto:

The undersigned individual states that the Services Provider will be bound by the terms and conditions of this Professional Services Agreement.

TO BE COMPLETED BY THE PROPOSER/SERVICES PROVIDER:

Signature of Individual

Title

Date

Printed Name of Individual

Company Name and Address

Telephone and Fax Numbers

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) s.s.
COUNTY OF OKLAHOMA)

Signed and sworn to before me by the said [insert name] this ____ day of _____, 2026.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

APPROVED by the Council of the City of the Edmond, Oklahoma this _____ day of _____, 2026.

THE CITY OF EDMOND

MAYOR MARK A. NASH

ATTEST: (seal)

CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2026.

MADELINE SAWYER
CITY ATTORNEY FOR THE CITY OF
EDMOND

City Council / Public Works Authority**11. F.****Meeting Date:** 09/14/2026**Submitted For:** AJ Krieger, City Manager, City Manager's Office
Email: aj.krieger@edmondok.gov , Phone: 405-359-4500**Submitted By:** Jane Robertson, Management Services Manager, City Manager's Office**Ward:** 2**City Council Strategic Plan:** Strong Tourism and Recreation Program

Item

Discussion about Implementing Various Sections of the Arcadia Lake Needs Analysis and Master Plan, including a Reservation System, Roadway, Park Entry, and Access Control Improvements. (Ward 2)

Background

A working group of City staff and the Chair of the Arcadia Lake Commission have identified several sections from the [Arcadia Lake Needs Analysis & Masterplan \(Masterplan\)](#) recommended for implementation. The main focus of the identified sections is to improve situational awareness and access control at Arcadia Lake.

In the Masterplan (p.8,18,22,24,27,31), automated gate systems were recommended for each of the park entrances. There are five park entrances at the lake: Carl Rehman Park, Scissortail Park, Spring Creek Park, Edmond Park, and Central State Park. The addition of automated gates was included in two different phases of the Masterplan, with Scissortail Park and Central State Park recommended for the second phase of implementation. Staff are recommending all five of the gates be added at one time. The automated gate systems would integrate with the campsite reservation software currently used for the lake, CampLife, as well as annual passes. In order to install automated gates, some modifications to the roads immediately surrounding the proposed gate sites would be necessary. The proposed gate location maps, including road modifications, are attached. The current estimate for the automated gate systems and necessary infrastructure improvements is just under \$300,000.00.

The second main component recommended by staff is the addition of security cameras at the proposed automated gate sites. The camera system vendor staff are proposing is Avigilon. The camera systems from Avigilon would be equipped with AI alerting software, capable of notifying staff of abnormal activity, such as a large number of people entering a park after-hours. Additionally, there are currently security cameras on the office building that need to be upgraded. The recommendation would be to upgrade those cameras to the same system as the cameras proposed for the automated gates. The current estimate for the security cameras and software licensing is around \$90,000.00.

The cost estimates for the recommended improvements do not include any contingencies.

Time Frame

Staff would like to begin implementation of these recommendations if acceptable to the City Council, Arcadia Lake Commission, and Parks and Recreation Advisory Board. Next steps would be to identify funding for the improvements and secure final quotes.

Issue

Implementation of sections of the Arcadia Lake Needs Analysis and Masterplan.

Recommendations

A presentation regarding these recommendations will be made to the Arcadia Lake Commission at their September 10, 2026, meeting and to the Parks and Recreation Advisory Board at their September 17, 2026, meeting.

Staff recommends moving forward with the identified improvements described in the background.

Action Needed

Direction to staff regarding implementation of sections of the Arcadia Lake Needs Analysis and Masterplan.

Public Notification

A presentation regarding these recommendations will be made to the Arcadia Lake Commission at their September 10, 2026, meeting and to the Parks and Recreation Advisory Board at their September 17, 2026 meeting.

Posted Agenda.

Attachments

Proposed Gate Location Maps
Presentation

City of Edmond



6/29/2026, 12:01:47 PM

Parcels

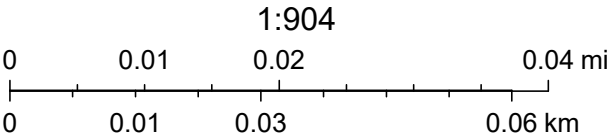
Mile Section Grid

Streets

Public

Private

Air Photo 2026



Carl Rehman Gate
Location

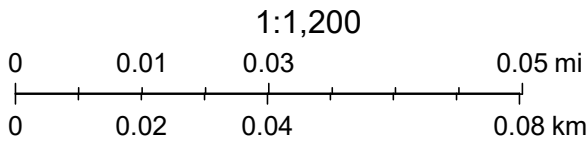
City of Edmond - Information Technology/GIS, City of Edmond
Information Technology/GIS

City of Edmond



6/29/2026, 12:13:06 PM

- Parcels
- Air Photo 2026
- Mile Section Grid
- Streets
- Public
- Private



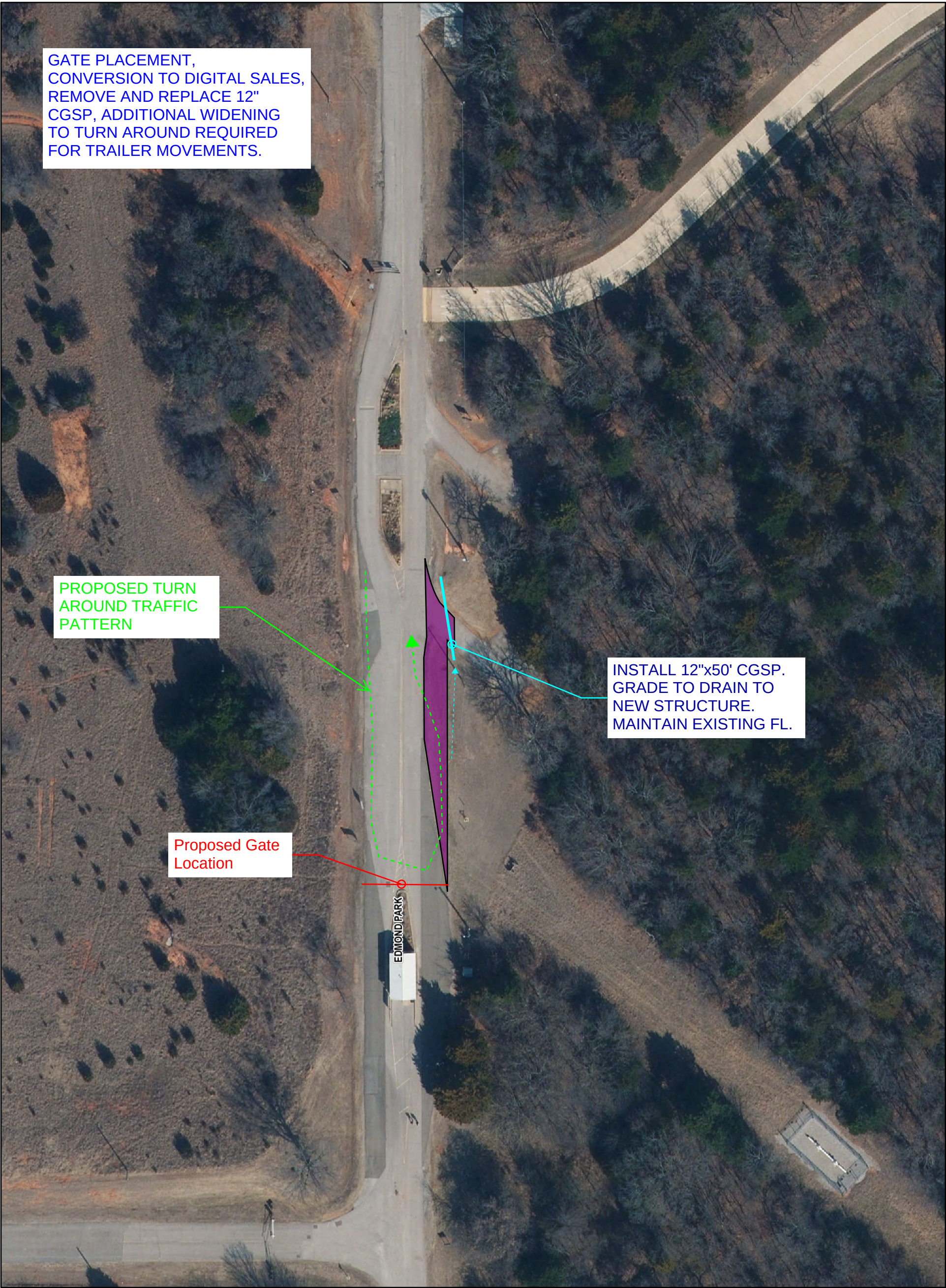
City of Edmond - Information Technology/GIS
City of Edmond Information Technology/GIS



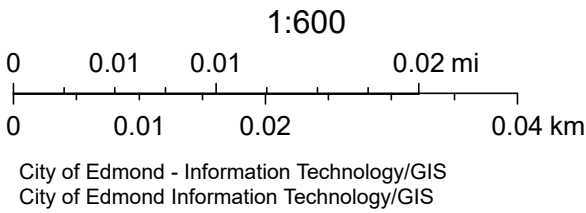
City of Edmond

Central State Park Gate
Location

City of Edmond



6/29/2026, 12:39:31 PM
Air Photo 2026



Edmond Park Gate
Location

City of Edmond

GATE PLACEMENT,
CONVERSION TO DIGITAL SALES,
REMOVE AND RELOCATE
SIGNAGE REQUIRED.
ADDITIONAL WIDENING TO TURN
AROUND REQUIRED FOR
TRAILER MOVEMENTS.

PROPOSED TURN
AROUND TRAFFIC
PATTERN

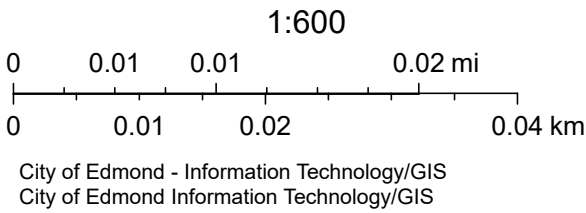
ADDITIONAL PAVING
REQUIRED-DO NOT
DISTURB DRAINAGE
STRUCTURES

ADDITIONAL PAVING
REQUIRED

Proposed Gate
Location



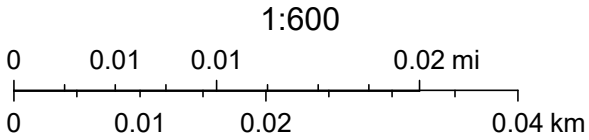
6/29/2026, 12:21:18 PM
Air Photo 2026



City of Edmond

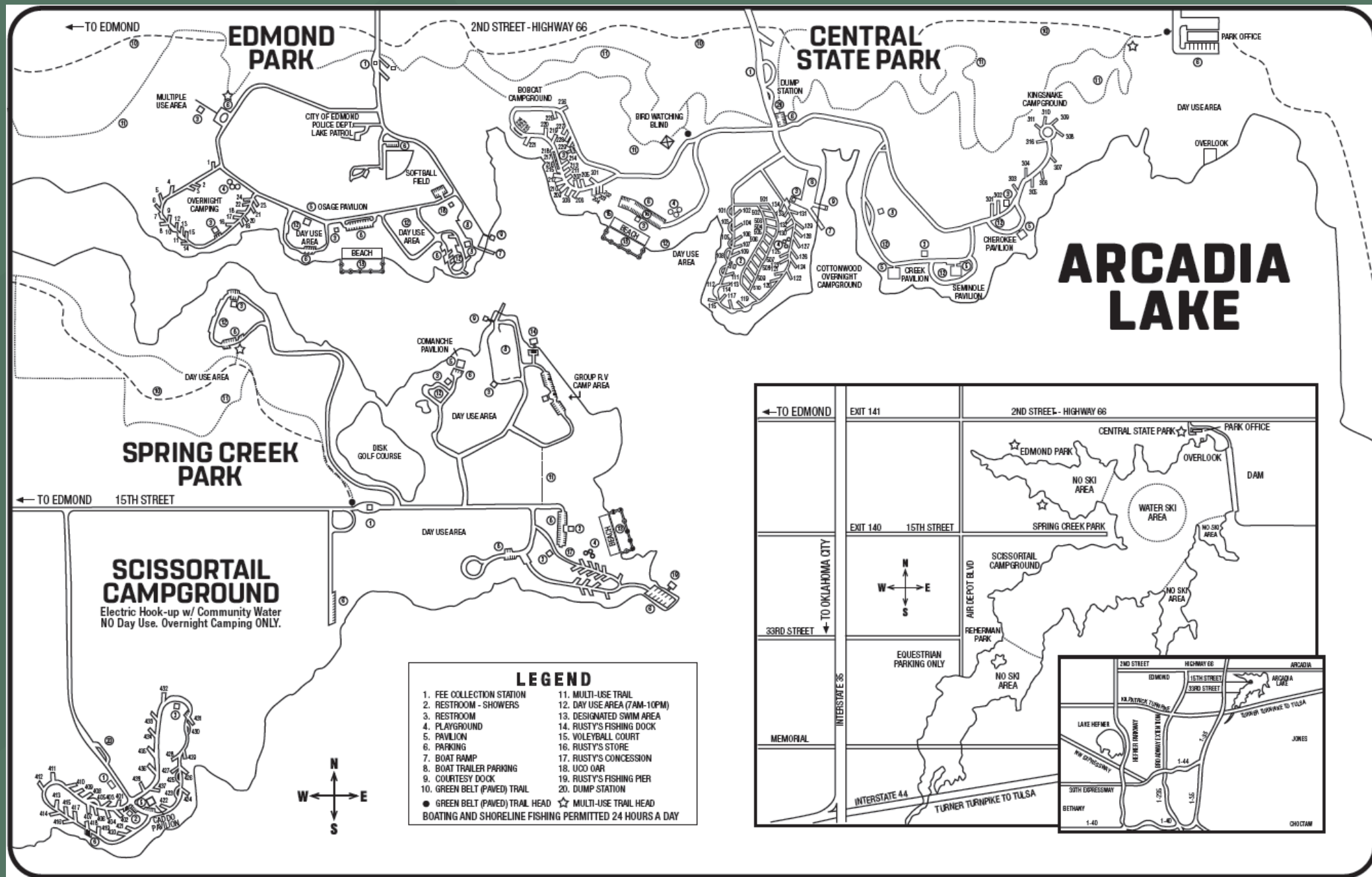


6/29/2026, 12:31:38 PM
Air Photo 2026



Spring Creek Park Gate
Location

City of Edmond - Information Technology/GIS, City of Edmond
Information Technology/GIS



Edmond Park Master Plan



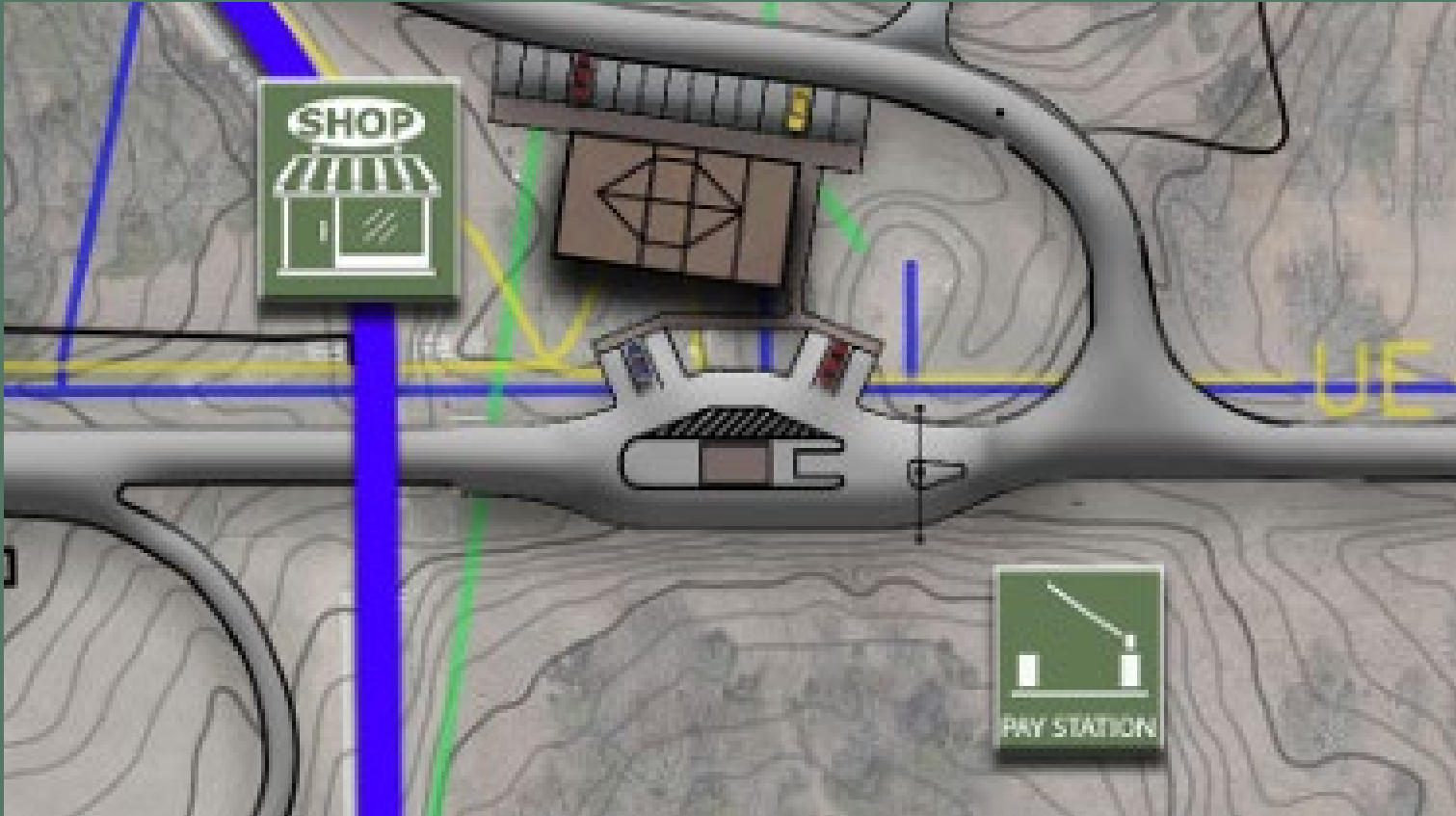
Phase 1: \$468,282.67

- Gate and pay station
- Parking for staff
- Visitor parking
- Boat staging area

Edmond Park Proposed Entry



Spring Creek Park Master Plan



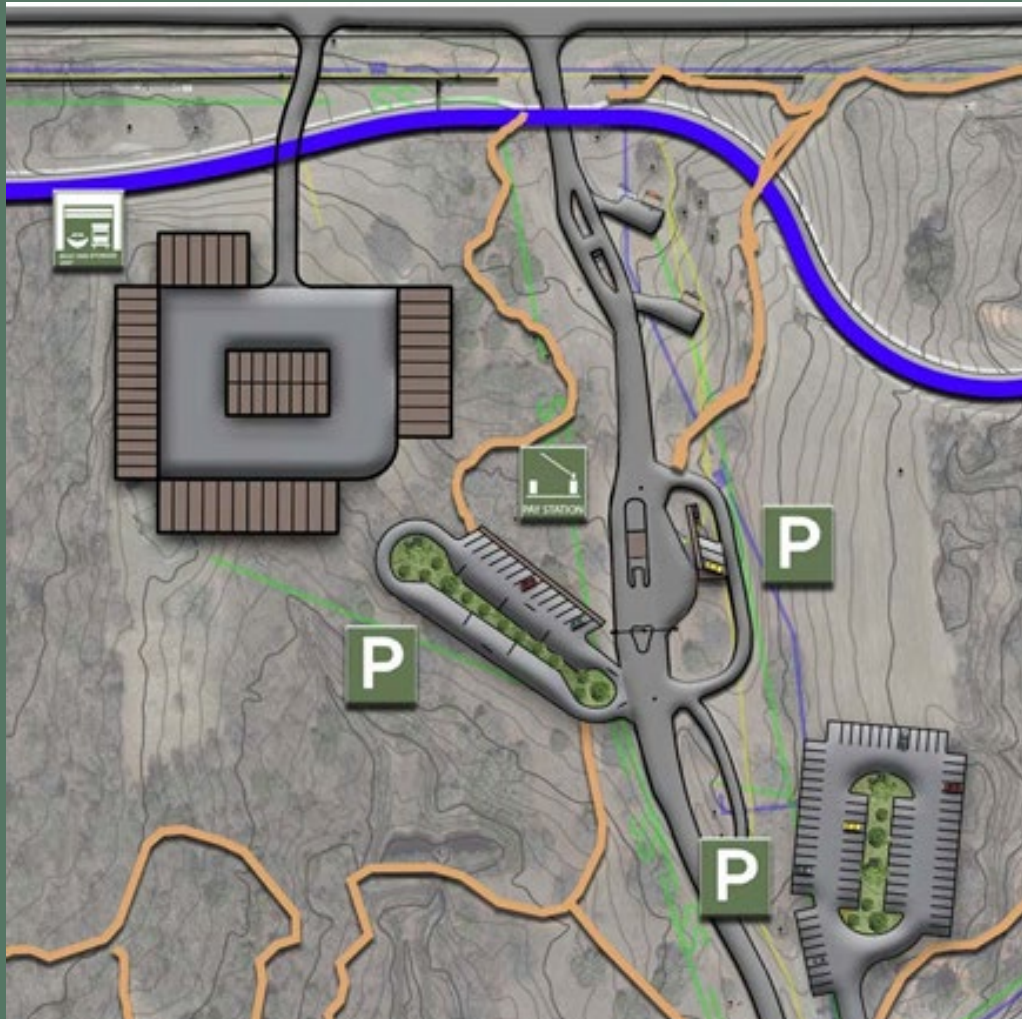
Phase 1: \$303,705.85

- **Gate and pay station**
- **Parking for staff and law enforcement**

Spring Creek Park Proposed Entry



Central State Park Master Plan



Phase 2: \$1,377,221.44

- Gate and pay station
- Staff and visitor parking
- Trail parking
- Boat staging and parking
- Dry Storage facility for users

Central State Park Proposed Entry



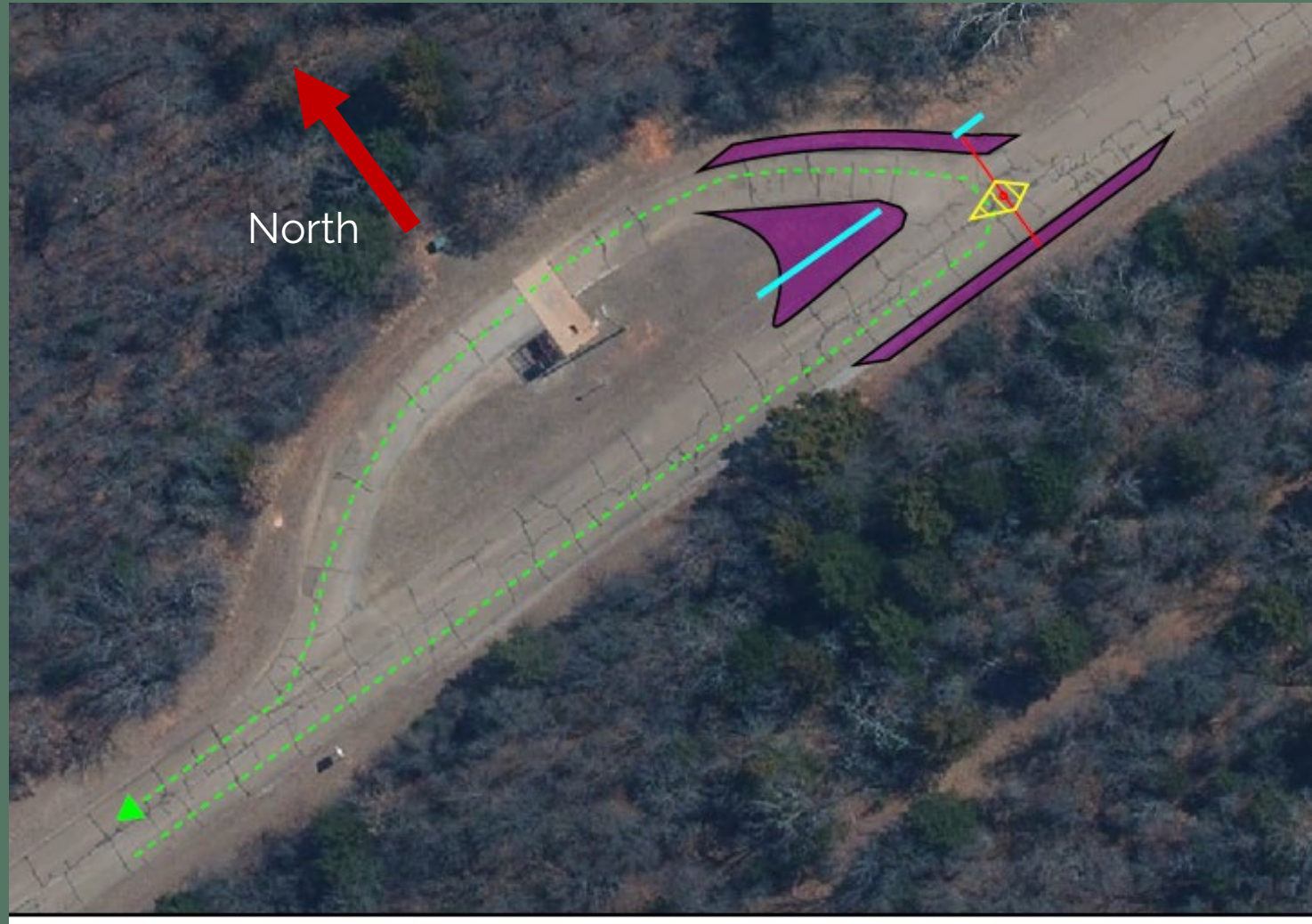
Scissortail Campground Master Plan



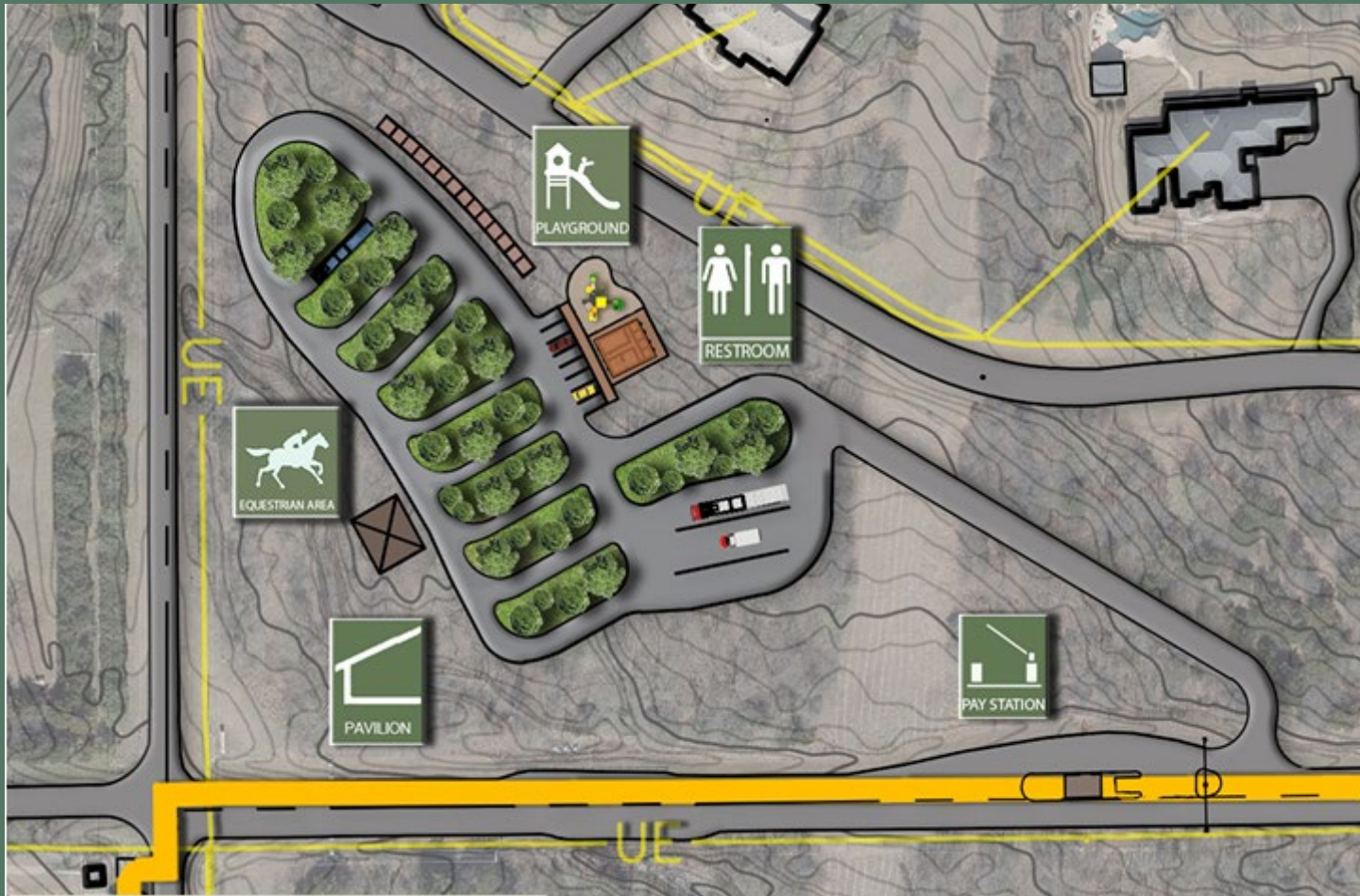
Phase 2: \$221,576.65

- Gate and pay station

Scissortail Campground Proposed Entry



Carl Rehherman Park Master Plan



Phase 2: \$845,380.15

- Gate and pay station
- Equestrian Camp area
- Trailer parking
- Pavilion
- Playground
- Corrals
- Restroom w/showers

Carl Rehorman Park Proposed Entry



Gate Materials, Connectivity, and Install:	\$157,507
Public Works Road Modifications:	\$141,499
Cameras & Software:	~\$90,000
Estimated Project Total:	\$389,006

City Council / Public Works Authority**11. G.****Meeting Date:** 09/14/2026**Submitted For:** Katy King, Assistant to the Mayor and Council, City Council
Email: katy.king@edmondok.gov , Phone: 405-359-4577**Submitted By:** Katy King, Assistant to the Mayor and Council, City Council**Ward:** Citywide**City Council Strategic Plan:** Maintaining Our Foundation of Excellence

Item

Discussion on How to Improve Communication and Feedback Between Boards and Commissions and City Council and Possible Consideration of Directing Boards and Commissions to Prepare an Annual Report. (Citywide)

Background

Council would like to look at the current process of how city Boards, Commissions, Committees, and Trusts communicate their goals, priorities, and feedback to City Council, and how that process can be improved.

This item was added by Councilman Watterson and Mayor Nash.

Time Frame

N/A

Issue

Looking at how the communication process can be improved between boards and commissions and City Council.

Recommendations

N/A

Action Needed

Motion to approve.

Public Notification

Posted agenda.

Attachments

List of Active Boards

List of Active Boards, Commissions, Trusts, and Committees

1. Arcadia Lake Commission
2. Board of Adjustment/Board of Appeals
3. Capital Improvement Projects Advisory Board
4. Central Edmond Urban District Board
5. Citizen TIF Oversight Committee
6. Citizen's Participation Committee
7. Community Agency Review Commission
8. Community Policing Board
9. Development Impact Review Committee
10. Edmond Bicycle Committee
11. Edmond Economic Development Authority (Trust)
12. Edmond Historic Preservation Trust
13. Edmond Mobility Commission
14. Employee Pension and Retirement Fund Board
15. Finance/Audit Committee
16. Guthrie-Edmond Regional Airport Board
17. KickingBird Golf Advisory Board
18. Park Conservancy Trust
19. Parks and Recreation Advisory Board
20. Planning Commission
21. Public Works Committee
22. Stormwater Drainage Advisory Board
23. Urban Forestry Commission
24. Visit Edmond Tourism Advisory Board
25. Visual Arts Commission

City Council / Public Works Authority

15. A.

Meeting Date: 09/14/2026

Submitted By: Katy King, Assistant to the Mayor and Council, City Council

Ward: Citywide

City Council Strategic Plan: Fiscal Diligence

Item

Executive Session to Discuss the Employment of the Assistant to the Mayor and Council as Authorized Pursuant to 25 O.S. Section 307(B)(1).

Background

Added at the direction of Mayor Nash and Councilman Frain.

Time Frame

Issue

Recommendations

Action Needed

Public Notifications

City Council / Public Works Authority

15. B.

Meeting Date: 09/14/2026

Submitted By: Katy King, Assistant to the Mayor and Council, City Council

Ward: Citywide

City Council Strategic Plan: Fiscal Diligence

Item

Consideration of Action with Regard to the Employment of the Assistant to the Mayor and Council.

Background

Added at the direction of Mayor Nash and Councilman Frain.

Time Frame

Issue

Recommendations

Action Needed

Public Notifications
