May 4, 2026

CLAREMORE CULTURAL DEVELOPMENT AUTHORITY AGENDA

CLAREMORE PUBLIC WORKS AUTHORITY AGENDA

CLAREMORE CITY COUNCIL AGENDA

CCDA AGENDA

CPWA AGENDA

COUNCIL AGENDA

CCDA Meeting of May 4, 2026

Meeting called to order by Mayor Long________________

Time: _________

Roll Call:

Council Members Present:

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

Others Present:

____

____

____

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____

____

Invocation: Scott Mitchell, Redbud Church

CCDA Meeting of May 4, 2026

Public Comments:

CCDA Meeting of May 4, 2026

Motion by: __________ **Second by: __________**

I move that the agenda for the Claremore Cultural Development Authority Regular meeting of May 4, 2026 be (Approved/Rejected) as written.

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

Claremore Cultural Development Authority

Regular Meeting Agenda
May 4, 2026 6:00 P.M.

City Hall Council Chambers, 104 S. Muskogee Avenue

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

CALL TO THE PUBLIC
"Citizens Opportunity to Address Council: This item is available for citizens to speak on any item on the Claremore Cultural Development Authority Agenda, Claremore Public Works Authority Agenda, or Claremore City Council Agenda. However, by state law, no action may be taken on topics not listed on the agenda. It can be studied for future report or action. "

ACCEPTANCE OF THE AGENDA

ITEMS UNFORSEEN AT THE TIME AGENDA WAS POSTED

CURRENT BUSINESS

(1) Approve/Reject the following consent items:
- **(a)** Minutes of the Regular Claremore Cultural Development Authority Meeting on April 20, 2026.
- **(b)** All claims as printed.

ADJOURNMENT

POSTED ON CITY HALL BULLETIN BOARD

DATE: May 1, 2026 TIME: _________ BY: Lisa M. Rogers

CCDA Meeting of <u>May 4, 2026</u>

Motion by:___________ Second by: __________

I move that the CCDA Trustees (Approve/Reject) the following consent items:

(a) Minutes of the Regular Claremore Cultural Development Authority Meeting on April 20, 2026.
(b) All claims as printed.

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

Minutes of the Claremore Cultural Development Authority Regular Meeting
Claremore, Oklahoma April 20, 2026
City Hall Council Chambers, 104 S. Muskogee Ave., Claremore, OK

CALL TO ORDER

Meeting called to order by Deputy Mayor Herb McSpadden at 6:00 P.M.

Deputy Mayor McSpadden asked City Clerk Sarah Sharp to call the role and note that members are present/absent as indicated below:

Present: Melissa Cottom, Josh Fellman, Justin Michael, Brian Callender, Jonathan Bruckerhoff, Holly Bowlby, Herb McSpadden, Lindsey Erwin
Absent: Debbie Long
Staff Present: John Feary, Adam Heavin, Sarah Sharp, Gary Robertson, Kyle Clifton

Invocation by Bret Metcalfe, Claremore Nazarene Church

CALL TO THE PUBLIC

None.

ACCEPTANCE OF THE AGENDA

Motion by Fellman, second by Bruckerhoff that the agenda for the Regular CCDA meeting of April 20, 2026 be approved as written. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

CURRENT BUSINESS

(1) Approve/Reject the following consent items:
- **(a) Minutes of the Regular Claremore Cultural Development Authority Meeting on April 6, 2026.**
- **(b) All claims as printed.**

Motion by Fellman, second by Bruckerhoff to approve the consent items as listed. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

ADJOURNMENT

Motion by Fellman, second by Bruckerhoff to adjourn. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

Meeting adjourned at 6:02 P.M.

Sarah Sharp

Sarah Sharp, MMC
City Clerk

CCDA Meeting of May 4, 2026

Motion by:___________ **Second by: ___________**

I move that we adjourn.

Meeting adjourned at:______

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

CPWA Meeting of May 4, 2026

Meeting called to order by ___Mayor Long______________________

Time: ______

Roll Call:

Council Members Present:

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

Others Present:

____

____

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____

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____

CPWA Meeting of <u>May 4, 2026</u>

Motion by: __________ Second by: __________

I move that the agenda for the Claremore Public Works Authority Regular meeting of May 4, 2026 be (Approved/Rejected) as written.

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

Claremore Public Works Authority

Regular Meeting Agenda
May 4, 2026 6:00 P.M.

City Hall Council Chambers, 104 S. Muskogee Avenue

CALL TO ORDER

ROLL CALL

ACCEPTANCE OF THE AGENDA

ITEMS UNFORSEEN AT THE TIME AGENDA WAS POSTED

CURRENT BUSINESS

(1) Approve/Reject the following consent items:

- **(a)** Minutes of the Regular Claremore Public Works Authority Meeting on April 20, 2026.
- **(b)** All claims as printed.

(2) Discussion and possible action on an amended Wholesale Power Purchase and Sale Agreement with Grand River Dam Authority (GRDA) to extend our agreement through 2060 **(John Feary).**

ADJOURNMENT

POSTED ON CITY HALL BULLETIN BOARD
DATE: May 1, 2026 TIME: __________ BY: Lisa M. Rogers

CPWA Meeting of May 4, 2026

Motion by:___________ Second by: __________

I move that the CPWA Trustees (Approve/Reject) the following consent items:

(a) Minutes of the Regular Claremore Public Works Authority Meeting on April 20, 2026.

(b) All claims as printed.

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

Minutes of the Claremore Public Works Authority Regular Meeting
Claremore, Oklahoma April 20, 2026
City Hall Council Chambers, 104 S. Muskogee Ave., Claremore, OK
CALL TO ORDER

Meeting called to order by Deputy Mayor Herb McSpadden at 6:02 P.M.

Deputy Mayor McSpadden asked City Clerk Sarah Sharp to call the role and note that members are present/absent as indicated below:

Present: Melissa Cottom, Josh Fellman, Justin Michael, Brian Callender, Jonathan Bruckerhoff, Holly Bowlby, Herb McSpadden, Lindsey Erwin
Absent: Debbie Long
Staff Present: John Feary, Adam Heavin, Sarah Sharp, Gary Robertson, Kyle Clifton

ACCEPTANCE OF THE AGENDA

Motion by Bowlby, second by Erwin that the agenda for the Regular CPWA meeting of April 20, 2026 be approved as written. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

CURRENT BUSINESS

(1) Approve/Reject the following consent items:
- **(a) Minutes of the Regular Claremore Public Works Authority Meeting on April 6, 2026.**
- **(b) All claims as printed.**
- **(c) Approval of Agriland FS invoice #41903366 in the amount of $3,076.34 for the Water Treatment Plant Improvement project (Garrett Ball).**
- **(d) Approval of Burns & McDonnell Pay App #24 in the amount of $1,539,476.63 for the Water Treatment Plant Improvement project (Garrett Ball).**

Motion by Erwin, second by Bowlby to approve the consent items as listed. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

ADJOURNMENT

Motion by Bruckerhoff, second by Erwin to adjourn**.** Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

Meeting adjourned at 6:04 P.M.

Sarah Sharp

Sarah Sharp, MMC
City Clerk

CPWA Meeting of May 4, 2026

Motion by:___________ **Second by: __________**

Discussion and possible action on an amended Wholesale Power Purchase and Sale Agreement with Grand River Dam Authority (GRDA) to extend our agreement through 2060 (John Feary).

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

Claremore Public Works Authority
CPWA Agenda Item

DATE:	May 4, 2026
FROM/NAME:	John W. Feary
DEPARTMENT:	Administration
ITEM:	Wholesale Power Purchase & Sale Agreement
BACKGROUND:	Proposed extension of Wholesale Power Purchase & Sale Agreement with the Grand River Dam Authority to year 2060. The current contract is set to expire in 2042. The City is engaged in design and planning projects that require long term guarantees to meet fiscal obligations. Claremore Public Works Authority and the City of Claremore rely on the revenue from utility sales to issue revenue bonds that fund infrastructure improvements and upgrades. These revenue notes can vary in duration from 10 to 30 years depending on the scope and cost of the projects. Our current contract expires in 16 years. Issuers of bonds and indebtedness will want to ensure that we have the ability to procure electricity from our provider that corresponds with or exceeds the term of the indebtedness.
FUNDING/COST:	N/A
BUDGETED ITEM/ ACCOUNT:	N/A
TIME FRAME:	2026
RECOMMENDATIONS:	Staff recommends amending the Wholesale Power Purchase & Sale Agreement with GRDA through 2060
ACTION NEEDED:	CPWA Board Approval
PUBLIC NOTIFICATION:	May 1, 2026

Amended and Restated

POWER PURCHASE AND SALE AGREEMENT

By and Between

GRAND RIVER DAM AUTHORITY

And

CLAREMORE PUBLIC WORKS AUTHORITY

EFFECTIVE AS OF

March 11, 2026

TABLE OF CONTENTS

Amended and Restated Power Purchase and Sale Agreement

This Amended and Restated Power Purchase and Sale Agreement, together with the exhibits hereto (this "Restated Agreement") is made and entered into as of the 11th day of March, 2026 (the "Effective Date"), between **GRAND RIVER DAM AUTHORITY**, a governmental agency of the State of Oklahoma, body politic and corporate, created and existing under the laws of the State of Oklahoma, including particularly Title 82, Oklahoma Statutes, Sections 861 *et seq.* (the "Grand River Dam Authority Act", or the "Act"), hereinafter referred to as "GRDA" or the "District", and **CLAREMORE PUBLIC WORKS AUTHORITY**, a public trust, whose beneficiary is the CITY OF CLAREMORE, OKLAHOMA, hereinafter referred to as "CUSTOMER" (hereinafter each referred to individually as a "Party" and collectively as the "Parties").

The purpose of this Restated Agreement is to supersede the Power Purchase and Sale Agreement effective November 14, 2007, (the "Original Agreement") and any amendments, changes, or modifications to the Original Agreement, including, but not limited to the First Amendment to the Power Purchase and Sale Agreement effective May 6, 2019, (the "Amendment).

WITNESSETH:

GRDA was created by the Act as a conservation and reclamation district with powers of government to function in competition with private industry within the competitive electric power market and with the authority to exercise certain rights, privileges and functions, including preservation and distribution of the waters of the Grand River and its tributaries, for irrigation, power generation, and other useful purposes and the conservation and development of hydroelectric and other sources of electric energy, from whatever source derived, in the State of Oklahoma; and

WHEREAS, CUSTOMER maintains and operates a public electric utility system to provide electric power and energy to Retail Customers in and near CLAREMORE in the State of Oklahoma, pursuant to laws of the State of Oklahoma; and

WHEREAS, GRDA desires to sell and furnish to CUSTOMER, and CUSTOMER desires to purchase and receive exclusively from GRDA, Wholesale Full Requirements Service for electric power and energy for resale to CUSTOMER's Retail Customers; and

WHEREAS, Oklahoma statutes provide all contracts may contain such reasonable provisions, limitations, qualifications, protective clauses and rights and obligations of purchase and sale, and such provisions for the dedication of the use of facilities and the construction of additional facilities to serve the load requirements of all the parties as may be deemed advisable by the District (GRDA) to safeguard the business and properties of all the parties to such contracts, all within the limits of sound business judgment and practice, good conscience, and not contrary to the public policy of the state; and

WHEREAS, GRDA shall generate and purchase electric power and energy for delivery to CUSTOMER in accordance with the business functions of GRDA as authorized by law, and may, in reliance on this Agreement and other similar agreements, enter into contracts for such purposes, including, without limitation, the purchase of electric power and energy from other entities and the ownership of generation and transmission facilities or any interest therein or right to the output or use thereof; and

WHEREAS, this Agreement contains such reasonable provisions, limitations, qualifications, protective clauses and rights and obligations for the sale and purchase of electric power and energy as provided herein, and such other provisions as may be deemed advisable by the Parties to safeguard the business and properties of the Parties, all within the limits of sound business judgment and practice, good conscience and not contrary to the public policy of the State of Oklahoma;

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the Parties as follows:

Article 1. Definitions

For purposes of this Agreement, the definitions set forth in this Article 1 shall apply unless the context clearly indicates otherwise. All capitalized terms used in this Agreement that are not defined in this Article 1 shall have the definitions set forth elsewhere herein. Words, phrases or expressions used in this Agreement which are not capitalized terms or otherwise defined herein, and which have an accepted meaning in the custom and usage of the business of buying, selling, generating, delivering, and transmitting electrical power, energy or ancillary services or have an accepted meaning according to the North American Electric Reliability Council, hereinafter referred to as "NERC", shall have that meaning.

1.01 "Ancillary Services" shall mean those services that are necessary to support the transmission of electric power and energy from resources to loads while maintaining reliable operation of the SPP Transmission System in accordance with good utility practice.

1.02 "Applicable Losses" shall mean, for a Metering Point that is not also a Delivery Point, the electric power and energy losses associated with the transfer of electric power and energy sold hereunder between the Delivery Point to the Metering Point. CUSTOMER's current Applicable Losses amount is stated in Exhibit B; any changes to the current Applicable Losses amount shall be determined in accordance with regional electric industry practices.

1.03 "Billing Energy" shall mean the total amount of electrical energy provided by GRDA to CUSTOMER during the billing period and shall be determined in accordance with the applicable Rate Schedule.

1.04 "Business Day" shall mean any day on which Federal Reserve member banks in New York City, New York, are open for business; provided, however, that a Business Day shall begin at 8:00 am and shall end at 5:00 pm CPT.

1.05 "Capacity Billing Demand" shall mean the amount of power supply service provided by GRDA, to each Delivery Point as determined in accordance with the applicable Rate Schedule.

1.06 "Contract Demand" shall mean for each Delivery Point the maximum rate of delivery of electric energy during the Term that GRDA shall be obligated to supply and deliver, as set forth in Exhibit B, Customer Specification Sheet, as may be modified pursuant to Article 7.

1.07 "CPT" shall mean Central Prevailing Time as observed in Tulsa, Oklahoma, and which shall be either Central Standard Time or Central Daylight Savings Time, as applicable.

1.08 "Customer-Owned Generation" shall mean electric generation facilities and associated equipment for the production of electric power and energy that (i) are directly connected to CUSTOMER's distribution system, (ii) are wholly and exclusively owned by CUSTOMER, and (iii) over which CUSTOMER has complete control and exclusive scheduling rights independent of any third party.

1.09 "Delivery Billing Demand" shall mean the amount of delivery service provided directly or indirectly by GRDA to each Delivery Point as determined in accordance with the applicable Rate Schedule.

1.10 "Delivery Point" shall mean any point at which GRDA delivers electric power and energy to CUSTOMER as identified in Exhibit B, Customer Specification Sheet.

1.11 "Firm Power" shall mean the power and energy acquired and/or generated by GRDA to continuously supply the energy, capacity and Ancillary Services to Customer.

1.12 "Force Majeure" shall mean any cause beyond the control of the affected Party, including, but not limited to, failure of facilities or water supply, flood, earthquake, storm, tsunami, lightning, fire, epidemic, war, riot, terrorist activities, civil disturbance, labor disturbance, sabotage, or an event or circumstance which prevents performance of the affected Party's obligations under this Agreement, which event could not have been reasonably anticipated, which is not within the reasonable control of, or the result of the negligence of, the affected Party and which, by exercise of due diligence, the affected Party is unable to overcome or avoid or cause to be overcome or avoided. Market factors are not considered Force Majeure.

1.13 "Metering Point(s)" shall mean those points at which electric power and energy received by CUSTOMER is measured and as identified in Exhibit B, Customer Specification Sheet.

1.14 "Rate Schedule" shall mean the document or documents adopted by GRDA that set forth the applicable terms and charges for electric power and energy delivered to CUSTOMER pursuant to this Agreement, as such rate schedule(s) may be changed during the term of this Agreement by GRDA pursuant to the terms of this Agreement, and shall include any riders, adjustment factors and additional rate schedule(s) that may be referenced in any Rate Schedule. The applicable Rate Schedules in effect on the date of execution of this Agreement are Schedule WP – Wholesale Full Requirements Power Service, WPG – Wholesale Power Service with Customer-Supplied Generation and Schedule PCA – Power Cost Adjustment, as included in Exhibit A hereto.

1.15 "Renewable Energy Resources" shall mean electric power and energy resources that are naturally replenishing but flow-limited and include biomass, biogas, hydro, geothermal, solar, or wind.

1.16 "Retail Customer" shall have the meaning set forth in Section 3.13.

1.17 "Service Commencement Date" shall be 12:00 a.m. CPT on the first day of January 2008.

1.18 "Southwest Power Pool" or "SPP" shall mean Southwest Power Pool, Inc. or its successor.

1.19 "SPP Transmission System" shall mean the collective transmission facilities that are made available for use by customers under SPP Tariff.

1.20 "SPP Tariff" shall mean the governing documents issued and maintained by SPP, including the "Open Access Transmission Tariff for Service Offered by Southwest Power Pool," "Market Protocols SPP Integrated Marketplace," "Southwest Power Pool Criteria," "SPP Planning

Criteria," "Aggregate Transmission Service Study Process Manual," and "Operating Criteria," as may be amended or replaced from time to time by SPP.

1.21 "Ten-Year Forecast Study" or "Study" shall mean a study which includes five (5) years of GRDA's historical and five (5) of GRDA's projected financial and operating data including, but not limited to, GRDA's annual peak load and energy requirements, existing and proposed power supply resources, maintenance and operating expenses, interest and principal of all bonds, sinking fund and/or reserve fund payments agreed to be made in respect of any such bonds, other obligations or agreements made with the holders of such bonds and/or with any person in their behalf, capital expenses, revenues at current rates by customer type, revenues from non-electric operations and anticipated electric rate adjustments required to meet projected electric revenue requirements.

1.22 "Term" shall mean the period of time commencing on the Service Commencement Date and ending on the Termination Date.

1.23 "Termination Date" shall mean 12:00 am on October 1, 2060 unless terminated earlier in accordance with this Agreement.

1.24 "Transmission Service" shall mean the delivery of electric power and energy to the Delivery Point(s).

1.25 "Wholesale Full Requirements Service" shall mean all electric power and energy required by CUSTOMER to serve all of its Retail Customers and no other customers, except as otherwise provided for in Articles 7, 9 and 13 of this Agreement, and shall include Ancillary Services and Transmission Service under the SPP Tariff for delivery to the Delivery Point(s). CUSTOMER shall purchase solely from GRDA the total amount of electric power and energy CUSTOMER needs during the term of this Agreement, except as otherwise provided for in Articles 7, 9 and 13 of this Agreement, to serve the CUSTOMER's own load and the load of its Retail Customers through CUSTOMER's resale of such electric power and energy to its Retail Customers and not for resale by its Retail Customers.

Article 2. Construction

2.01 Interpretation. Unless the context otherwise requires:

(a) Words singular and plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other.

(b) Subject to Article 15, any reference in this Agreement to any entity or governmental authority shall include its successors and assigns and any entity (ies) succeeding to its functions, authority, and capacities.

(c) Any reference in this Agreement to any section, subsection, attachment, article, schedule, or exhibit means and refers to the section or article contained in, or attachment, schedule, or exhibit attached to, this Agreement. All attachments, schedules, and exhibits referred to herein are hereby incorporated by reference, provided that if any of the terms or conditions of this Agreement conflict with any of the terms or conditions of an attachment, schedule or exhibit attached to this Agreement, the terms and conditions of this Agreement shall prevail.

(d) Other grammatical forms of defined words or phrases have corresponding meanings.

(e) A reference to writing includes typewriting, printing, lithography, photography, and any other mode of representing or reproducing words, figures, or symbols in a lasting and visible form, including writing communicated electronically.

(f) A reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed unless the text indicates otherwise.

(g) Subject to Article 15, any reference to a Party includes that Party's successors and permitted assignees.

(h) A reference to a document or agreement, including this Agreement, includes a reference to that document or agreement (including any attachments, schedules, and exhibits thereto) as notated, amended, supplemented, or restated from time to time.

(i) Unless otherwise expressly provided herein, any consent, acceptance, satisfaction, cooperation, or approval required of a Party under this Agreement shall not be unreasonably withheld or delayed.

(j) Unless otherwise expressly provided herein, "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

(k) The words “hereof,” “herein,” “hereunder,” and other words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

2.02 Construction of Terms. The Parties to this Agreement acknowledge that each Party has participated in the drafting of this Agreement and agree that this Agreement shall not be interpreted against one Party or the other based upon who drafted it.

2.03 Captions. All indices, titles, subject headings, section titles, and similar items in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

Article 3. Sale and Purchase

3.01 GRDA hereby agrees to sell to CUSTOMER, and CUSTOMER hereby agrees to purchase from GRDA, commencing on the Service Commencement Date and extending through the Term hereof, Wholesale Full Requirements Service at the rates and under the terms and conditions specified herein, including the terms and conditions specified in the applicable Rate Schedule.

3.02 Nothing herein shall be deemed to permit CUSTOMER to resell any electric power and energy provided by GRDA pursuant to this Agreement to any entity other than its Retail Customers connected directly to CUSTOMER’s electric transmission or distribution system.

3.03 Except as otherwise provided in Articles 7, 9 and 13 of this Agreement, CUSTOMER acknowledges and guarantees that GRDA shall be its sole source for electric power and energy to serve its Retail Customers during the Term of this Agreement.

3.04 CUSTOMER’s initial projection of its monthly peak demand and energy requirements for each of the next two (2) years, and an annual forecast of peak demand and energy requirements for each of the subsequent eight (8) years are shown in Exhibit C, Load Projections, excluding any projections for load for Delivery Points set forth in Exhibit H, Large Load Agreement. CUSTOMER shall meet with a GRDA representative at least once annually to update the mutually agreed upon information set forth in Exhibit C, Load Projections, to aid in the planning and development of adequate generation and transmission capability needed to meet the future total obligations of GRDA, including GRDA’s obligations to CUSTOMER hereunder.

3.05 CUSTOMER hereby commits itself to take all of the electric power and energy, which it has agreed to take under paragraphs 3.01 and 3.03 of this Article, delivered to CUSTOMER at designated Delivery Point(s).

3.06 The standard for delivery of electric power and energy supplied hereunder will be three-phase current at a frequency of approximately 60 Hertz; however, GRDA does not guarantee to supply continuous service or to maintain standard voltage or frequency at all times.

3.07 The delivery of electric power and energy to the Delivery Point(s) may only be restricted by GRDA (i) due to Force Majeure as provided in Article 10 or (ii) in the event conditions occur which threaten the reliability of the SPP Transmission System or the GRDA transmission system or (iii) in the event that the associated energy schedule or delivery is curtailed by the Southwest Power Pool or GRDA under emergency procedures pursuant to NERC and/or SPP criteria. In the event that GRDA must curtail deliveries to its Firm Power customers, GRDA may request CUSTOMER to reduce its electric power and energy requirements to a level determined by GRDA in a non-discriminatory manner consistent with NERC and/or SPP criteria. Customer shall comply with any reasonable GRDA request. In the event CUSTOMER fails to comply with GRDA's request, GRDA may interrupt delivery of electric power and energy to CUSTOMER. In the event of Force Majeure, GRDA shall notify CUSTOMER's office as soon as commercially practicable (in accordance with industry standard operating procedures for dispatch communications) of the amount of energy GRDA is unable to deliver in each hour, the reason(s) it is unable to deliver the energy, and the expected duration of the Force Majeure. Upon receiving notice that the Southwest Power Pool requires curtailment of the energy schedule or delivery, the Parties shall follow the curtailment instructions provided by the Southwest Power Pool. The Parties shall also follow the instructions specified in the NERC and/or SPP criteria for emergency curtailments.

3.08 CUSTOMER is relieved of its Wholesale Full Requirements Service obligation to receive the electric power and energy provided under this Agreement to the extent that CUSTOMER is unable to receive the energy due to Force Majeure as provided in Article 10 or in the event the associated energy schedule or delivery is curtailed by the Southwest Power Pool. In the event of Force Majeure, CUSTOMER shall notify GRDA's dispatch office as soon as commercially practicable (in accordance with industry standard operating procedures for dispatch communications) of the amount of energy it is unable to receive in each hour, the reason(s) it is unable to receive energy, and the expected duration of the Force Majeure.

3.09 The electric power and energy supplied by GRDA under this Agreement is supplied under the express condition that before it passes the Delivery Point(s), it is the sole property of GRDA, and after it passes the Delivery Point(s), it becomes the sole property of CUSTOMER.

3.10 Each Party shall be severally liable only for its own acts and not jointly or severally liable for the acts, omissions, or obligations of others, including any loss or damage to any person or property whatsoever resulting directly, or indirectly, from the use, misuse, or presence of said electric power and energy on the SPP Transmission System, in the facilities of GRDA or the facilities of CUSTOMER.

3.11 CUSTOMER shall not install or operate electric generating facilities except with the written agreement of GRDA as provided for in Article 13.

3.12 CUSTOMER shall not, without the written approval of GRDA, which shall not be unreasonably withheld, install or operate equipment that would (i) cause load normally served through a Delivery Point to be served in any other manner, (ii) cause load not normally served through a Delivery Point to be served through a Delivery Point, (iii) allow electric power and energy provided by GRDA to be delivered to a third party that is not a Retail Customer of CUSTOMER or (iv) allow electric power and energy provided by a third party be delivered to CUSTOMER or any of CUSTOMER's Retail Customers.. In cases of emergency or scheduled maintenance, CUSTOMER shall notify GRDA of the need to transfer load from one Delivery Point to another Delivery Point and GRDA shall adjust CUSTOMER's bill, in accordance with prudent utility practice, to allow for such transfer of load, if such transfer can be verified by applicable metering data and records, as if such transfer had not occurred.

3.13 A "Retail Customer" shall be any end-use customer, including (i) CUSTOMER with respect to its own end uses and (ii) electric vehicle charging stations, that are directly connected to CUSTOMER's electric system and (i) served by CUSTOMER as of the Effective Date, provided, however, that a new customer located at a premises at which a Retail Customer was previously served by CUSTOMER shall be a Retail Customer, or (ii) located within CUSTOMER's service area; provided, however, that service to end-use customers having a peak demand in excess of 5 MW in areas not included in CUSTOMER's service area as of the Effective Date shall require GRDA's written approval, such approval to not be unreasonably withheld. For purposes of this section 3.13, the CUSTOMER's electric system shall be the electric distribution facilities owned by CUSTOMER and served only from one or more Delivery Point(s), and CUSTOMER's service area shall be the area generally served from CUSTOMER's electric system and in which CUSTOMER is legally authorized to connect to and provide electric distribution services to retail electric customers. CUSTOMER shall not, without GRDA's written approval, (a) voluntarily disconnect a Retail Customer to enable such customer to take electric service from a supplier other than CUSTOMER, or (b) voluntarily connect to a new customer having a peak demand in excess of 5 MW at an existing premises previously served by a third party where such new CUSTOMER would become a Retail Customer whose load would be served hereunder. In the event that GRDA does not provide written approval to CUSTOMER within sixty (60) days of receipt of a written request from CUSTOMER for GRDA to provide service under this Agreement to one or more end-use customers located in areas not included in CUSTOMER's service area as of the Effective Date, CUSTOMER shall be permitted to make alternative arrangements for electric service for such end-use customer(s); provided that such arrangements do not violate this Agreement, and such end-use customer(s) shall not be Retail Customer(s) for purposes of this Agreement.

Article 4. Metering

4.01 Electric power and energy shall be delivered by GRDA to the designated Delivery Point(s) in accordance with the terms provided herein and the applicable Rate Schedule and shall be metered by equipment supplied, owned, read, and maintained by GRDA at or near the Delivery Point(s). The information obtained from the meters shall be used (with appropriate adjustments for Applicable Losses) to determine the amount of electric power and energy supplied by GRDA to CUSTOMER.

Article 5. Right of Way and Equipment

5.01 Each Party shall be responsible to install and maintain devices that shall protect its own equipment during abnormal service conditions or the failure of part, or all, of the electric service provided by GRDA.

5.02 GRDA has secured the rights of way necessary to render current service to CUSTOMER. However, GRDA's obligation to expand existing Delivery Points, to render future service to CUSTOMER, or service to CUSTOMER at new or modified Delivery Points(s), is contingent upon GRDA's ability to secure the necessary property or rights of way for its facilities on or across intervening properties.

5.03 If, in order to establish any new Delivery Point(s) for CUSTOMER, or to modify an existing Delivery Point(s), it becomes necessary for GRDA to locate any of its lines or facilities on the property or easements of CUSTOMER, or within CUSTOMER's service area, CUSTOMER shall make every reasonable effort to grant to GRDA all necessary permits, franchises, and other authorizations for the use of CUSTOMER's property, easements, or rights-of way sufficient for the construction and maintenance of such facilities with a minimum of delay and under terms and conditions that are not unduly discriminatory. However, should the CUSTOMER choose to impose any franchise fee, use fee, or similar financial encumbrance on GRDA for use of city rights-of way, GRDA shall pass the fee on to the CUSTOMER as a line item on its monthly billing invoice. Failure of CUSTOMER to grant any necessary permit, franchise, or other authorization for the use of CUSTOMER's property, easements, and rights-of-way shall relieve GRDA from its obligation to establish the new Delivery Point(s) until all necessary permits, franchises, and other authorizations to use CUSTOMER's lands, easements, and rights-of way are granted.

5.04 In the event that CUSTOMER is not the owner of the property necessary for GRDA's facilities identified in 5.03, CUSTOMER shall be required to obtain from the property owner, or owners, the necessary easement for the installation, maintenance, and operation of GRDA facilities upon, over or under said property.

5.05 Each Party shall have the right to install its equipment on the other Party's premises as required to deliver or receive adequate service. All such equipment shall remain the installing Party's property and shall be removed when service is discontinued. Upon request, each Party shall provide easements reasonably required by the other Party to furnish service or receive adequate service pursuant to this Agreement.

5.06 GRDA shall construct, furnish, install, operate, and maintain all facilities, transmission lines, and necessary equipment and maintain all necessary transmission service arrangements for the delivery of electric power and energy to the Delivery Points of CUSTOMER and to such additional locations as may be agreed upon by the Parties as evidenced by a completed Customer Specification Sheet in the form of Exhibit B and executed by both Parties, or a Large Load Agreement in the form of Exhibit H, if applicable.

5.07 CUSTOMER shall construct, furnish, install, operate and maintain all facilities, transmission and distribution lines, and necessary equipment and maintain all necessary transmission service arrangements to enable it to receive the electric power and energy on CUSTOMER's side of the Delivery Points, and deliver same to its Retail Customers and such additional locations as may be agreed upon by the Parties.

5.08 Each Party's equipment shall be so constructed and maintained as to insure that the facilities, transmission and distribution lines, and necessary equipment of the other Party shall be fully protected at all times.

5.09 Each Party agrees at all times to operate its facilities in accordance with prudent utility practice and in an efficient manner. Each Party shall maintain its facilities in good repair, working order, and condition, and shall make all necessary repairs, renewals, replacements, additions, and improvements so that the delivery of electric power and energy to CUSTOMER and the receipt of electric power and energy from GRDA and the operation of GRDA's and CUSTOMER's systems do not adversely affect the facilities of the other Party or service provided or received by such other Party. Any adverse impact created by the failure of a Party to maintain and operate its facilities in accordance with the requirements of this Article 5 shall create an obligation for that Party to reimburse the other Party for any costs resulting from such failure, unless such failure is caused by Force Majeure.

5.10 GRDA and CUSTOMER hereby each agree they shall grant all necessary permission to the other to enable the other's duly authorized agents and employees to carry out the terms of this Agreement. GRDA and CUSTOMER hereby grant to each other the right to enter the property of the other Party at all reasonable times for the purpose of reading, checking, or testing meters, or for the inspection, testing, repairing, renewing, or exchanging any or all of its equipment, which may be located on the property of the other, or for performing any other work incident to performance of this Agreement. The Parties agree, however, that neither of them has any duty under this Agreement to inspect the facilities of the other Party.

5.11 All wiring installations must conform to requirements of applicable federal, state, and local codes.

5.12 CUSTOMER shall not erect fences, walls, or other constructions nor shall CUSTOMER plant shrubbery, trees, or bushes, which would limit GRDA access to its equipment on CUSTOMER's property. This Section 5.12 shall specifically prohibit the erection of such items around transformers, which would limit ventilation to the transformers or provide an enclosure for the accumulation of debris around the transformer; provided, however, CUSTOMER may construct fence enclosures around substations, high voltage switches, and other areas containing exposed energized equipment that may provide a safety hazard to the public.

5.13 Neither Party shall be permitted to paint, decorate, or otherwise modify the finish of the other Party's equipment.

5.14 Neither Party shall attach, or allow others to attach, wires, communications cables, fiber optic cables, guys, signs, antennas, fences, etc. to the other Party's towers, poles, pedestals, transformers, or other structures without prior written authorization from the other Party.

5.15 CUSTOMER shall not allow the operation of any electrical device on its electric system (including operation by Retail Customers of CUSTOMER), which causes an interference, noise, distortion of the 60 Hz sine wave, or other disturbance on the GRDA electric system that results in a disruption, disturbance, or interference to GRDA, its other customers, or a communication company or its customers. If any disturbances or interferences occur, GRDA may, at its option:

(a) Require CUSTOMER to take corrective measures by installing suitable or special equipment necessary to eliminate or reasonably limit such adverse effect(s), or

(b) Install, at CUSTOMER'S expense, equipment specifically designed to limit such adverse effect(s).

5.16 The CUSTOMER shall bear all expenses necessary to eliminate adverse effect(s), as identified in Section 5.15, on the GRDA electric system caused by the operation of electrical devices on CUSTOMER's system (including operation by Retail Customers of CUSTOMER) or be subject to discontinuance of service after no less than 15 days' written notice from GRDA. Where GRDA believes that the condition creates an imminent hazard to the public or to GRDA, the disconnection may be made without prior notice. However, GRDA shall notify CUSTOMER in writing of the disconnection and the reasons therefore as soon as practical after the disconnection. GRDA shall reconnect as soon as practical after the cause of the adverse effect(s) has been eliminated.

Article 6. Rates

6.01 CUSTOMER shall pay GRDA monthly for the Wholesale Full Requirements Service electric power and energy pursuant to the rate or rates and on the terms set forth in the applicable Rate Schedule(s).

6.02 GRDA is required, pursuant to the provisions of Oklahoma Statutes, Title 82, Section 868, to at all times, maintain rates that are sufficient to produce revenues adequate to fulfill the obligations of GRDA to pay all maintenance and operation expenses, interest and principal of all bonds, sinking fund and/or reserve fund payments agreed to be made in respect of any such bonds, and any other obligations or agreements made with the holders of such bonds and/or with any person in their behalf. Therefore, GRDA's Rate Schedules, including those incorporated in this Agreement, may be changed during the Term of this Agreement, as approved by GRDA's Board of Directors to produce adequate revenues, as stated herein. However, GRDA hereby covenants and agrees that during the Term of this Agreement, GRDA shall not adopt or charge rates applicable to its customers in excess of those as provided for in 82 O.S. Supp. 2004, § 868. Any change, including rate increases or decreases, in a Rate Schedule will be applied to all GRDA customers served under the same Rate Schedule, and served at the same service level, as set forth in Exhibit A, in a reasonable and not unduly discriminatory manner. For the avoidance of doubt, GRDA may develop and offer voluntary riders and programs related to (a) renewable/clean energy, including a renewable/clean energy-based Schedule PCA; (b) locally-sited, renewable distributed generation; (c) economic development; and (d) other voluntary offerings that GRDA determines may benefit its customers, so long as GRDA takes reasonable efforts to develop and offer those programs under terms and rates that are substantially fair to all customers served under the same Rate Schedule; and served at the same service level. GRDA shall provide CUSTOMER a Ten-Year Forecast Study annually and shall make a good faith effort to provide such Study to Customers by December 1 of each year, provided, however, that failure to provide such Study to Customers as provided herein shall not constitute a breach of this Agreement. GRDA shall provide CUSTOMER at least sixty (60) days advance written notice prior to the effective date of any change(s) to any of the Rate Schedules incorporated in this Agreement.

6.03 In recognition of CUSTOMER's commitment to take all of the power and energy which it has agreed to take under paragraphs 3.01 and 3.03 of this Agreement, GRDA agrees that at no time during the Term of this Agreement shall CUSTOMER be subject to any provision or modification of the WP – Wholesale Full Requirements Power Service Rate Schedule which shall create a minimum billing demand or ratcheted demand, except as provided for power and energy supplied pursuant to Exhibit H, Large Load Agreement.

6.04 GRDA shall establish a rate stabilization reserve fund or account for any unrestricted cash balances, as determined by GRDA, which are in excess of the greater of (i) one hundred fifty million dollars ($150,000,000), or (ii) an amount equal to six (6) months operating expenses as determined by GRDA. Such rate stabilization amounts shall only be used, in GRDA's discretion, to reduce or defer future rate increases.

Article 7. Changes in Contract Demand

7.01 If CUSTOMER desires to increase the Contract Demand, CUSTOMER shall advise GRDA in writing in reasonable advance of the date CUSTOMER desires to make any such change effective. While GRDA will make a commercially reasonable effort to accommodate CUSTOMER's requested change in Contract Demand, if additional equipment is required to be installed or other necessary arrangements, including, but not limited to power supply and transmission arrangements, must be made, GRDA reserves the right to delay implementation of any change until such time as the necessary equipment has been installed or necessary arrangements have been made, provided that GRDA shall act as expeditiously as commercially reasonable to install any necessary equipment and make any necessary arrangements. If GRDA cannot install necessary equipment or make necessary arrangements by the time CUSTOMER requires an increase in its Contract Demand, CUSTOMER shall have the right to make temporary arrangements to receive necessary additional power and energy from other sources for a period of time which has been mutually agreed upon in writing by CUSTOMER and GRDA.

7.02 GRDA shall advise CUSTOMER of any terms and conditions upon which such request may be accommodated, and upon mutual agreement, which agreement shall not be unreasonably withheld, Exhibit B, Customer Specification Sheet, shall be modified to reflect the agreed upon changes, and such terms and conditions shall not include any direct allocation or assignment of any costs associated with power supply arrangements for CUSTOMER unless the request for the increase is for 10 MW or greater for a single Retail Customer. In which case at GRDA's discretion a Large Load Agreement in the form of Exhibit H may be required.

Article 8. Billing and Payments

8.01 GRDA shall render bills on a monthly basis for services provided.

8.02 If CUSTOMER, acting in good faith, disputes the amount of a monthly bill, it shall notify GRDA in writing within twelve (12) months of the date of the bill. CUSTOMER agrees that in no event will it withhold payment of the disputed amount as a result of its disagreement with any bill submitted by GRDA for payment by CUSTOMER. GRDA and CUSTOMER shall make a reasonable effort to resolve such disagreement before the payment due date. Failure to provide such written notice within said twelve (12) month period shall constitute a waiver thereof. Monthly bills become final and no longer subject to dispute twelve (12) months after the date of the bill. CUSTOMER's account shall be adjusted for any refunds or additional charges in the monthly bill following the determination of the refund or additional charge.

8.03 CUSTOMER shall pay for all charges for all electric power and energy service provided by GRDA under this Agreement by the later of (i) the twenty-fourth (24th) day of the month following the month of service covered by the monthly bill, or (ii) fifteen (15) days after the date of the monthly bill.

8.04 Payment shall be made by CUSTOMER in a manner to allow funds to be available to GRDA upon presentation. Payments hereunder are not deemed to have been received until credited on GRDA's books. Credit on the books of GRDA will not be made until such funds are actually available to GRDA through normal bank clearing channels, and any delays of such availability may result in a late payment charge imposed on CUSTOMER.

8.05 If GRDA does not receive payment by the date specified in Section 8.03, GRDA may assess a late payment charge in accordance with the Rate Schedule.

8.06 Should GRDA, in its sole discretion, have reasonable grounds to believe that the creditworthiness of CUSTOMER may be questionable and CUSTOMER's ability to fulfill its obligation to pay under this Agreement may be in jeopardy, GRDA may, by written notice, require CUSTOMER to provide commercially reasonable performance assurance or a letter of credit, to the extent permitted under the laws of the State of Oklahoma, in a form acceptable to GRDA. CUSTOMER's failure to provide such performance assurance within thirty (30) Business Days following receipt of such notice by GRDA shall constitute a breach of this Agreement and allow GRDA to exercise its option to continue performance or terminate this Agreement as provided in Article 14.

8.07 CUSTOMER's obligations under this Article 8 are not subject to delay or excuse by reason of Force Majeure.

Article 9. Continuity of Service

9.01 GRDA shall endeavor to make the Wholesale Full Requirements Service electric power and energy to be supplied hereunder available continuously at the Delivery Point(s), except for (a) interruptions caused by Force Majeure, (b) delay in increasing CUSTOMER's Contract Demand as described in Section 7.01 of this Agreement or providing new Delivery Point(s) pursuant to Section 5.06, , or (c) GRDA curtailments as provided for in Section 3.07. As soon as commercially reasonable, GRDA will give CUSTOMER notice of such interruptions or reductions so as to cause the least amount of inconvenience to both Parties hereto. Notwithstanding the foregoing, in no event shall GRDA be liable to CUSTOMER or its Retail Customers for loss or damage arising from failure, interruption or suspension of service. GRDA reserves the right to suspend service without liability on its part at such reasonable times and for such reasonable periods and in such manner as it may deem advisable in accordance with prudent utility practice, including suspensions for the purpose of making necessary adjustments to, changes in, or repairs on, its lines, substations and facilities, and suspensions where, in GRDA's opinion, the continuation of service to CUSTOMER would endanger persons or property.

9.02 Both GRDA and CUSTOMER shall exercise due diligence, reasonable care and foresight to maintain continuity of service in the delivery and receipt of electric service as provided for in this Agreement, but shall not be considered to have failed in said obligation by reason of any Force Majeure event, delay in increasing CUSTOMER's Contract Demand as described in Section 7.01 of this Agreement or providing new Delivery Point(s) pursuant to Section 5.06, Southwest Power Pool curtailment, or curtailment by GRDA under emergency procedures specified by SPP or NERC criteria. Such temporary interruptions or reductions in service or the inability to provide increased service shall not constitute a breach of this Agreement on the part of GRDA, and GRDA shall not be liable to CUSTOMER or its Retail Customers for damages resulting therefrom. In case of impaired or defective service, CUSTOMER shall immediately give notice by telephone to GRDA's system dispatcher, confirming such oral notice in writing within twenty-four (24) hours of such notice given by telephone. If GRDA is unable to deliver power and energy to CUSTOMER and CUSTOMER is able to receive power from a third party, GRDA shall attempt to redirect delivery of power and energy to CUSTOMER through that third party, but if GRDA is unable to redirect delivery of power and energy to CUSTOMER through that third party, GRDA shall so notify CUSTOMER and CUSTOMER shall be allowed to temporarily purchase replacement supplies from other parties for a commercially reasonable period of time and to temporarily interconnect with another party to purchase replacement supplies for a commercially reasonable period of time. CUSTOMER shall resume receipt of power and energy from GRDA as provided in this Agreement within a commercially reasonable time after GRDA is capable of restoring full service deliveries to CUSTOMER. CUSTOMER shall be solely responsible for all costs incurred by either Party in connection with any such temporary arrangements. GRDA shall include any costs it incurs in connection with any such temporary arrangements in its monthly billing to CUSTOMER.

Article 10. Force Majeure

10.01 To the extent either GRDA or CUSTOMER is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement and either GRDA or CUSTOMER gives notice and details of the Force Majeure event to the other as soon as practicable, then neither shall be considered to be in default; provided, however, the obligation to make payments when due shall not be affected by a Force Majeure event.

10.02 The Force Majeure event shall be remedied with all reasonable dispatch and both Parties shall exercise diligence to accomplish restoration of service as soon as practicable.

Article 11. Suspension of Service

11.01 Whenever CUSTOMER has failed to pay in full any monthly bill accruing under this Agreement when due pursuant to the terms set forth in Article 8 and has failed to correct such failure within fifteen (15) Business Days after receiving written notice from GRDA, GRDA may immediately suspend providing electric power and energy to CUSTOMER hereunder. GRDA shall not be liable to CUSTOMER for any damages whether regular, special, punitive, consequential or otherwise for GRDA's suspension of delivery of such electric power and energy.

11.02 GRDA reserves the right to disconnect service for electric power and energy with reasonable notice, but shall not be less than one Business Day, in the event CUSTOMER improperly connects to a source for electric power and energy or sells to a third party other than CUSTOMER's Retail Customers any electric power and energy provided by GRDA pursuant to this Agreement in violation of the Wholesale Full Requirement Service provisions herein.

Article 12. Term and Extension Provisions

12.01 Service under this Agreement shall commence on the Service Commencement Date and shall continue in effect through the Termination Date.

12.02 If CUSTOMER desires to extend this Agreement, CUSTOMER must notify GRDA in writing at least five (5) years prior to the end of the Term of this Agreement and specify CUSTOMER's proposed Term extension up to a maximum of five (5) years. GRDA may, agree to extend the

Term for such proposed Term extension if GRDA determines within ninety (90) days of receipt of CUSTOMER's notice that GRDA has sufficient resources to serve all of GRDA's obligations, including CUSTOMER's load, without the need to acquire additional resources during such term extension. In such event, GRDA shall provide CUSTOMER with a proposed amendment to this Agreement extending the Term as proposed by CUSTOMER, and CUSTOMER shall have ninety (90) days from receipt of GRDA's proposed amendment to execute the amendment. If CUSTOMER fails to execute the amendment within ninety (90) days, CUSTOMER's right to extend this Agreement shall be deemed to have terminated. CUSTOMER acknowledges that failure to notify GRDA of CUSTOMER's desire to extend this Agreement or failure to execute the amendment provided by GRDA within the time periods set forth in this Section 12.02shall relieve GRDA of any obligation to CUSTOMER to extend this Agreement and that CUSTOMER shall have no right to rely on power to be supplied by GRDA except in accordance with a separate agreement between GRDA and CUSTOMER, if any.

Article 13. Customer Resources

13.01 To the extent allowed by Section 13.03, GRDA grants CUSTOMER a limited right to install and operate Customer-Owned Generation which is directly interconnected to CUSTOMER's distribution system. This right is contingent upon (i) CUSTOMER providing GRDA a two (2) year written notice in advance of the installation of Customer-Owned Generation, and (ii) CUSTOMER and GRDA entering into a Customer-Owned Generation Operating Agreement in the form of Exhibit E. CUSTOMER shall provide the information in Exhibit E regarding the generation to be installed. Additionally, at least two (2) years prior to CUSTOMER's planned installation of such generation, CUSTOMER shall provide GRDA written notice of the expected date CUSTOMER's operation of such generation shall commence and the expected operating plan, which notice shall be updated by CUSTOMER if the expected operation date or operating plan is modified, provided that failure to commence operation of such generation on the expected date shall not constitute a breach of this Agreement. Once CUSTOMER gives its two (2) year notice of the intent to install Customer-Owned Generation, GRDA shall be relieved of its obligation to provide service under the Schedule WP - Wholesale Full Requirements Power Service Rate Schedule as of the expected date of operation of such new Customer-Owned Generation for the amounts of capacity and energy to be provided by such new Customer-Owned Generation as specified in CUSTOMER's operating plan. CUSTOMER shall be responsible for any costs incurred by GRDA as a result of a delay in the date of commercial operation of the new Customer-Owned Generation from the date specified in CUSTOMER's two (2) year notice of intent to install Customer-Owned Generation; provided, however, that GRDA may, in its sole discretion, elect to continue billing CUSTOMER on a monthly basis under the Schedule WP – Wholesale Full Requirements Power Service Rate Schedule in lieu of the costs incurred by GRDA as the result of any such delay.

Should CUSTOMER install or operate Customer-Owned Generation which is directly interconnected to CUSTOMER's electric system, as provided for herein, GRDA's Schedule WPG – Wholesale Power Service with Customer-Supplied Generation, which may include a billing demand ratchet of up to fifty percent (50%).

CUSTOMER shall be responsible for all costs directly associated with the installation and operation of Customer-Owned Generation, as provided in Exhibit E.

13.02 In the event federal or state law mandates CUSTOMER to include in its portfolio energy generated from Renewable Energy Resources, GRDA shall provide the amount necessary to meet any federal or state mandates. If CUSTOMER owns facilities capable of producing energy from Renewable Energy Resources, GRDA shall provide only the remaining amount of energy from Renewable Energy Resources necessary to satisfy the mandates.

13.03 CUSTOMER's exercise of the rights granted in Sections 13.01 shall be limited to a total amount equal to twenty percent (20%) of CUSTOMER's peak Capacity Billing Demand established during the calendar year prior to the commercial operation date of any new generating facilities acquired by CUSTOMER.

13.04 In the event that CUSTOMER is required to purchase electric power from a small power production facility, a cogeneration facility or other facility or resource, pursuant to the Public Utility Regulatory Policies Act of 1978, as amended, or other provisions of law, the CUSTOMER and GRDA shall use their best efforts to arrange for such purchases to be made by GRDA; provided, however, that CUSTOMER shall retain the obligation to interconnect with and sell power to any such facility or resource if required by law. If such arrangements cannot be made, then the CUSTOMER shall make the required purchases and sell the power purchased to GRDA at a price equal to the price paid by the CUSTOMER. The CUSTOMER appoints GRDA to act as its agent in all dealings, including pricing, terms and conditions, with the owner of any such facility from which power is to be purchased and in connection with all other matters relating to such purchases.

Article 14. Breach of Agreement and Remedies

14.01 Each of the following shall constitute a breach of this Agreement:

(a) the failure of CUSTOMER to pay any amount that is past due if such failure is not remedied within fifteen (15) Business Days after receiving written notice from GRDA;

(b) the failure of either Party to comply with any material term or condition of this Agreement which is not corrected within a commercially reasonable period of time;

(c) the failure of CUSTOMER to provide the performance assurance or a letter of credit as provided in Section 8.06;

(d) the failure of CUSTOMER to provide the documentation as provided in Section 16.07;

(e) the filing by CUSTOMER or GRDA of a voluntary petition in bankruptcy under any provision of any federal or state law; or

(f) the entry of a decree adjudicating CUSTOMER or GRDA bankrupt, (whether voluntary or involuntary) insolvent, or appointing a receiver therefore, or the assignment of the assets of either Party for the benefit of creditors if such order or assignment is continued undischarged and unstayed for a period of sixty (60) days.

14.02 Upon any breach by one Party, the non-breaching Party may, at its option:

(a) continue performance and exercise such other rights and remedies as it may have in equity, at law, or under the terms of this Agreement; or

(b) terminate this Agreement in accordance with Section 14.03 and exercise such other rights and remedies as it may have in equity, at law, or under the terms of this Agreement.

14.03 If a Party is deemed to be in breach as described in Section 14.01, the non-breaching Party may terminate this Agreement by providing fifteen (15) days advance written notice to the breaching Party. Termination of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective.

14.04 The non-breaching Party may waive its rights with respect to a breach but such waiver shall not be deemed to be a waiver with respect to any previous or subsequent breach or matter. No written waiver shall be construed as a waiver of any other breach whether or not similar to the breach waived, nor shall it be construed as a continuing waiver of any other right or breach. The non-breaching Party's failure to insist in any one or more instances upon the strict performance of any of the provisions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment for the future of such strict performance of such provisions or the exercise of such right. Delay by the non-breaching Party in enforcing its rights under this Agreement shall not be deemed a waiver of such rights.

14.05 Exercise of the right of termination pursuant to Sections 14.02 and 14.03 shall not serve to limit any rights under law or equity that the non-breaching Party may have, including, but not limited to, the recovery of court costs and attorney fees incurred by the non-breaching Party in the course of enforcement of its rights under this Agreement. The non-breaching Party, however, has the obligation to mitigate damages in the event of a default. This Section 14.05 shall survive termination of this Agreement.

14.06 Except as otherwise provided in this Agreement, in no event will the non-breaching Party be liable under this Agreement, or under any cause of action relating to the subject matter of this Agreement, for any special, indirect, incidental, punitive, exemplary or consequential damages, including but not limited to loss of profits or revenues, loss of use of any property, cost of substitute equipment, facilities, or services, downtime costs or claims of third parties for such damages. This Section 14.06 shall survive termination of this Agreement.

Article 15. Notice, Assignment, and Amendment

15.01 Notices and communications to GRDA shall be delivered to:

Chief Executive Officer
Grand River Dam Authority
Administrative Headquarters
226 W. Dwain Willis Ave.
P.O. Box 409
Vinita, Oklahoma 74301-0409
Telephone 918-256-5545
by: United States mail, overnight courier service,
or facsimile (918-256-2333).

15.02 Notice to GRDA Dispatcher as required:

Superintendent of Transmission Operations

P.O. Box 772
Locust Grove, OK 74352
Telephone: 918-825-1053
by: United States mail, overnight courier service,
or facsimile (918-825-1935).

15.03 Notices, billings and communications to CUSTOMER shall be delivered to:

Utility Director
Claremore Public Works Authority
P.O. Box 249
104 South Muskogee
Claremore, Oklahoma 74018-0249
Telephone (918) 341-2365
by: United States mail, overnight courier service,
or facsimile (918) 341-0955

15.04 This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and permitted assignees of the respective Parties but is not assignable by either Party without the express written consent of the other Party, which consent may be withheld in such Party's sole discretion. Such written consent to assignment of this Agreement shall not relieve the assignor of its obligations hereunder. No assignment shall permit GRDA's assignee to charge rates for sales to CUSTOMER under this Agreement higher than the rates GRDA would have charged pursuant to the provisions of Oklahoma Statutes, Title 82, Section 868, as stated therein as of March 1, 2005. In the event that GRDA sells all or substantially all of its assets to a third party, GRDA shall require such third party to not charge rates higher than the rates GRDA would have charged if GRDA had retained ownership of such assets..

15.05 This Agreement shall in all respects be subject to the rules, regulations and orders of all governmental authorities (including SPP) having jurisdiction of the subject matter hereof, and subject to the rules and regulations as may be applied to the Parties by such governmental authorities.

15.06 Each Party acknowledges that this Agreement has been reviewed by its legal counsel and is considered an arm's length transaction. Each Party further warrants and represents that implied covenants of good faith and fair dealing, each with the other, are applicable, and each represents and warrants that the terms and conditions of this Agreement are, in the opinion of their respective counsel, valid and enforceable.

15.07 This Agreement may be amended from time to time by mutual agreement between GRDA and

CUSTOMER, provided, however, that any such amendment must have the approval, in writing, of the governing boards of each of the Parties.

15.08 Each Party may, in its sole discretion, change the notice, billings, communication, and contact information in this Article 15 with thirty (30) days prior written notice to the other Party.

Article 16. Miscellaneous

16.01 This Agreement, together with the exhibits attached hereto and made a part hereof, constitutes the entire agreement between GRDA and CUSTOMER regarding the subject matter hereof, and supersedes any and all previous or contemporaneous understandings between GRDA and CUSTOMER, whether written or oral.

16.02 Upon the Service Commencement Date, this Agreement is intended to supersede, negate, and cancel the existing contract dated the 14th day of November, 2007 and any related amendments thereto between the Parties; however, the termination of the existing contract shall not discharge either Party hereto from any obligation it owes to the other Party under the existing contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination.

16.03 This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Oklahoma with venue to lie in Craig County.

16.04 To the extent any provision of this Agreement is held unenforceable or invalid under applicable law, such invalidity shall not affect any other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions hereof are severable.

16.05 Both Parties acknowledge that the SPP is the current regional transmission organization and that during the term of this Agreement, SPP Tariff may change or another organization may succeed the SPP. Due to the changing nature of the transmission and wholesale power market rules and regulations, any changes to the SPP Tariff or any successor organization's protocols and operating procedures shall, to the extent practical, be adopted for use by this Agreement.

16.06 CUSTOMER agrees to maintain rates for electric power and energy to its customers, which shall provide to CUSTOMER revenues, which, together with other available funds, will be sufficient to meet its obligations to GRDA under this Agreement.

16.07 GRDA agrees to keep accurate records and accounts substantially in accordance with the Code of Federal Regulations Uniform System of Accounts and report finances in accordance with generally accepted accounting principles. Within 120 days after the end of each calendar year an annual audit shall be conducted by a firm of Certified Public Accountants, experienced in electric utility accounting and of national reputation. Said audit shall cover the records and accounts for the previous calendar year.

16.08 CUSTOMER represents and warrants to GRDA that it will not sell any electric power or energy sold by GRDA to CUSTOMER under this Agreement in any manner that would cause such sale to result in any facility of GRDA being deemed to be used for a private business use under the Internal Revenue Code of 1986 and the regulations promulgated thereunder. To that end, CUSTOMER covenants not to make any resale of electric power or energy sold to CUSTOMER under this Agreement, whether directly or as a part of a sale of electric power or energy from CUSTOMER's electric system, (i) to a purchaser for resale by such purchaser, (ii) if it would obligate the purchaser to make payments that are not contingent on the output requirements of the purchaser (including but not limited to minimum demand charges), or (iii) if it would obligate the purchaser to have output requirements (including, but not limited to, a requirement not to cease operations), in each case unless permitted by the following sentences. CUSTOMER may effect resales that require the purchaser to pay reasonable and customary damages (including liquidated damages) in the event of a default, or to pay a specified amount to terminate the contract or arrangement with CUSTOMER while the purchaser has requirements, in each case if the amount of the payment is reasonably related to the purchaser's obligation to buy requirements that is discharged by the payment. The foregoing shall not apply to resales of energy by CUSTOMER having a term including all renewal options not longer than three (3) years and either negotiated in an arm's length transaction providing for compensation at fair market value or based on generally applicable and uniformly applied rates. In the event such Code or regulations, or interpretations thereof, changes after the date hereof, any or all of the foregoing may be modified, by notice in writing from GRDA to CUSTOMER based on the advice of counsel, to reflect such changes.

CUSTOMER shall confirm in writing to GRDA at least annually by December 31 that no resales have been made of the electric power or energy sold to CUSTOMER under this Agreement other than in compliance with the preceding four sentences. Nothing contained in this Section 16.08 shall affect the ability of CUSTOMER to (i) make resales to any persons under any conditions if and to the extent such resales are made solely from resources other than the electric power or energy sold to CUSTOMER under this Agreement, or (ii) make cost recoveries from its own customers with respect to facilities or services furnished by CUSTOMER and not by GRDA.

The Parties agree that (a) the provisions of this Section 16.08 constitute material terms and conditions of this Agreement for purposes of Section 14.01 and (b) because of the importance to GRDA of preserving the tax-exempt treatment of the interest on its debt, determinations by GRDA, in good faith, as to CUSTOMER'S compliance with the provisions of this Section 16.08 shall be conclusive. Notwithstanding the foregoing, CUSTOMER agrees to indemnify and hold harmless GRDA for any violation of this Section 16.08 except to the extent resulting from a resale approved in writing by GRDA in its sole discretion. The previous sentence shall survive the expiration or earlier termination of this Agreement.

16.09 CUSTOMER agrees that, should it own generating facilities as permitted in Sections 13.01, GRDA shall no longer be responsible to provide electric power and energy that CUSTOMER plans to obtain from such generating facilities. CUSTOMER shall be responsible for all reasonable costs incurred by GRDA because any generating facility for which notice has been given pursuant to 13.01 was not available as planned.

Article 17. Authority to Execute Agreement

17.01 GRDA and CUSTOMER each respectively represents and warrants that it has full power and authority to execute, perform, and carry out this Agreement, and the execution of this Agreement by it has been authorized and exercised in accordance with laws and governing body approvals applicable to it.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative and its corporate seal to be affixed hereto on the dates below each signature, to be effective on the date first above written.

ATTEST	**GRAND RIVER DAM AUTHORITY**
___________________________	By: ___________________________________
By: ________________________	Title: __________________________________
Title: _______________________	Date: __________________________________

ATTEST:	**CLAREMORE PUBLIC WORKS AUTHORITY**
___________________________	By: ___________________________________
By: ________________________	Title: __________________________________
Title: _______________________	Date: __________________________________

Exhibit A

Insert the following Rate Schedules:

Schedule WP – Wholesale Full Requirements Power Service

Schedule WPG – Wholesale Power Service with Customer-Supplied Generation

Schedule PCA – Power Cost Adjustment

SCHEDULE WP – WHOLESALE FULL REQUIREMENTS POWER SERVICE

AVAILABILITY:

For wholesale customers in GRDA's control area for full requirements wholesale power and energy service for resale to retail consumers connected to Customer's system.

Customers must have entered into a Power Purchase and Sale Agreement with GRDA.

GRDA shall be the sole judge as to the availability of service under this rate schedule.

TYPE OF SERVICE:

Three-phase, 60 hertz, at the most available voltage. Where service of the quantity and type required by Customer is not already available at the location to be served, additional charges and contract arrangements may be required prior to service being furnished.

Generation Bus - Point of Delivery is at GRDA's generation bus. Customer has separately developed and will maintain transmission service arrangements with third parties to deliver power and energy from GRDA's generation bus to Customer.
Transmission – Nominal Point of Delivery voltage is 69,000 volts or above.
Distribution Primary – Nominal Point of Delivery voltage is below 69,000 volts.

MONTHLY BASE RATE:

	Generation Bus	Transmission	Distribution Primary
Basic Charge, per Meter	$700.00	$700.00	$700.00
Capacity Charge – Base, per Capacity Billing Demand (kW)	$7.25	$7.85	$8.08
Delivery Charge, per Delivery Billing Demand (kW)	$2.29	$4.45	$5.10
Energy Charge – Off Peak, per Billing Energy (kWh)	$0.00338	$0.00367	$0.00411
Energy Charge – On-Peak, per Billing Energy (kWh)	$0.01002	$0.01032	$0.01082

Each monthly billing period, the Customer shall pay the amount calculated herein whether or not any energy is actually used.

BILLING METER:

The above rates and charges are based on the supply of service through one or more Point(s) of Delivery and at a single voltage. The meter readings for all Point(s) of Delivery at a single voltage shall be totalized to determine the Customer's coincident demand and total energy for all Point(s) of Delivery at that voltage and billed at the applicable rate.

DETERMINATION OF CAPACITY BILLING DEMAND:

The Capacity Billing Demand (kW) for each Point of Delivery shall be the Customer's highest thirty (30) minute demand (kW) measured at the associated Metering Point(s) using consecutive fifteen (15) minute metering intervals during the monthly billing period and adjusted for (i) Applicable Losses and (ii) Make Whole Demand Adjustment for Distributed Generation.

The Base period for the determination of the capacity billing demand is all days and hours of the monthly billing period.

DETERMINATION OF DELIVERY BILLING DEMAND:

The Delivery Billing Demand (kW) for each Point of Delivery shall be the Customer's highest thirty (30) minute demand (kW) for power delivered by GRDA, measured at the associated Metering Point(s) using consecutive fifteen (15) minute metering intervals during the monthly billing period and adjusted for (i) Applicable Losses and (ii) Make Whole Demand Adjustment for Distributed Generation.

DETERMINATION OF BILLING ENERGY:

The Billing Energy (kWh) for each Point of Delivery shall be the total amount of electrical energy delivered to the Customer at the Point(s) of Delivery, measured at the Metering Point(s), and adjusted for (i) Applicable Losses and (ii) Make Whole Energy Adjustment for Distributed Generation during the monthly billing period.

The Off-Peak Period and On-Peak Period for determination of billing energy are as follows:

Off-Peak days shall be Saturdays and Sundays and all NERC holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.) All other days shall be On-Peak days. If any of the NERC holidays fall on a Sunday, the following Monday will be considered an Off-Peak day. Otherwise, the Off-Peak day will be the holiday itself.

All hours during Off-Peak days shall be Off-Peak hours. On-Peak hours during On-Peak days shall be all hours from Hour Ended (HE) 0700 through HE 2200 Central Prevailing Time. (16-hour period, hours 6:01 am - 10:00 pm) All other hours during On-Peak days shall be Off-Peak hours.

ADJUSTMENT FOR POWER FACTOR:

The power factor is the ratio of real power (kilowatt) to apparent power (kilovolt-ampere) for any given load and time. The Customer will normally be required to maintain a monthly average power factor of at least ninety-eight percent (98%). For monthly average power factor values less than 98%, GRDA shall adjust Capacity Billing Demand and Delivery Billing Demand by multiplying the measured demand by the quotient of 0.98 divided by the Customer's lagging monthly average power factor. No adjustments will be made for power factors of 98% through leading values.

The Adjustment for Power Factor is not applicable if Customer receives power from GRDA at the Generation Bus; however, Customer shall comply with third-party transmission provider policies and tariffs and shall be responsible for any associated costs and expenditures to maintain continued transmission service.

MAKE WHOLE ADJUSTMENTS FOR DISTRIBUTED GENERATION:

The Make Whole Demand Adjustment and Make Whole Energy Adjustment will be calculated in accordance with the Rider WP-DG.

POWER COST ADJUSTMENT:

This rate is subject to Schedule PCA - Power Cost Adjustment.

OTHER TAXES, FEES, AND DUTIES:

The Customer shall pay, in addition to the other rates and charges set forth on this schedule, (1) any taxes, fees and duties required to be collected by GRDA and paid to the proper agency charged with the collection of such taxes, fees and duties which are not already being recovered through the Monthly Base Rates set forth herein.

TERMS OF PAYMENT:

Bills shall be considered past due if not paid by the due date shown on the bill. A late payment fee of 1.5% per month shall be assessed on past due amounts unless such provision for late payment fee is otherwise set forth in Customer's Power Purchase and Sale Agreement. Such late payment fee shall not be less than $25.00.

CHANGES TO RATE SCHEDULE:

The terms and charges in this rate schedule may be changed by GRDA from time to time as provided by the "Grand River Dam Authority Act" (82 O.S. § 861, *et seq*., as amended).

SCHEDULE WPG – WHOLESALE POWER SERVICE WITH CUSTOMER-SUPPLIED GENERATION

AVAILABLITY

For wholesale customers in GRDA's control area for wholesale power and energy service for resale to retail consumers connected to Customer's system that own, operate, or control electric generating facilities with a total rated capacity in excess of 5,000 kW.

Customers must have entered into a Power Purchase and Sale Agreement with GRDA.

GRDA shall be the sole judge as to the availability of service under this rate schedule.

TYPE OF SERVICE:

Three-phase, 60 hertz, at the most available voltage. Where service of the quantity and type required by Customer is not already available at the location to be served, additional charges and contract arrangements may be required prior to service being furnished.

Generation Bus - Point of Delivery is at GRDA's generation bus. Customer has separately developed and will maintain transmission service arrangements with third parties to deliver power and energy from GRDA's generation bus to Customer.
Transmission – Nominal Point of Delivery voltage is 69,000 volts or above.
Distribution Primary – Nominal Point of Delivery voltage is below 69,000 volts.

MONTHLY BASE RATE:

	Generation Bus	Transmission	Distribution Primary
Basic Charge, per Meter	$700.00	$700.00	$700.00
Capacity Charge – Base, per Capacity Billing Demand (kW)	$ 7.25	$ 7.85	$ 8.08
Delivery Charge, per Delivery Billing Demand (kW)	$ 2.29	$ 4.45	$ 5.10
Energy Charge – Off-Peak, per Billing Energy (kWh)	$0.00338	$0.00367	$0.00411
Energy Charge – On-Peak, per Billing Energy (kWh)	$0.01002	$0.01032	$0.01082

Each monthly billing period, the Customer shall pay the amount calculated herein whether or not any energy is actually used.

BILLING METER:

The above rates and charges are based on the supply of service through one or more Point(s) of Delivery and at a single voltage. The meter readings for all Point(s) of Delivery at a single voltage shall be totalized to determine the Customer's coincident demand and total energy for all Point(s) of Delivery at that voltage and billed at the applicable rate.

DETERMINATION OF CAPACITY BILLING DEMAND:

The Capacity Billing Demand (kW) for each Point of Delivery shall be the highest of the following:

1. The Capacity Billing Demand (kW) for each Point of Delivery shall be the Customer's highest thirty (30) minute demand (kW), net of power supplied by non-GRDA sources, measured at the associated Metering Point(s) using consecutive fifteen (15) minute metering intervals during the monthly billing period and adjusted for Applicable Losses; or
2. Fifty percent (50%) of the maximum measured fifteen (15) minute demand (kW) established during the preceding eleven (11) months.

The Base period for the determination of the capacity billing demand is all days and hours of the monthly billing period.

DETERMINATION OF DELIVERY BILLING DEMAND:

The Delivery Billing Demand (kW) for each Point of Delivery shall be the highest of the following:

1. The Delivery Billing Demand (kW) for each Point of Delivery shall be the Customer's highest thirty (30) minute demand (kW) for power delivered by GRDA, measured at the associated Metering Point(s) using consecutive fifteen (15) minute metering intervals measured during the monthly billing period and adjusted for Applicable Losses; or
2. Fifty percent (50%) of the maximum measured fifteen (15) minute demand (kW) established during the preceding eleven (11) months.

DETERMINATION OF BILLING ENERGY:

The Billing Energy (kWh) for each Point of Delivery shall be the highest of the following:

1. The total amount of electrical energy (kWh) delivered to the Customer at the Point of Delivery, measured at the Metering Point(s) and adjusted for Applicable Losses, during the monthly billing period.
2. Zero (0) kWh

At no time should the Customer's generation be operated at a level that results in net power flow from Customer's system to the GRDA system at a Point of Delivery. In the event the generation supplied by Customer through a Point of Delivery exceeds the total load at that Point of Delivery in any fifteen (15) minute metering interval (resulting in net power flow from Customer's system to the GRDA system), the Billing Energy for that fifteen (15) minute metering interval for that Point of Delivery shall be zero (0).

The Off-Peak Period and On-Peak Period for determination of billing energy are as follows:

Off-Peak days shall be Saturdays and Sundays and all NERC holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.) All other days shall be On-Peak. If any of the NERC holidays fall on a Sunday, the following Monday will be considered an Off-Peak day. Otherwise, the Off-Peak day will be the holiday itself.

All hours during Off-Peak days shall be Off-Peak. On-Peak hours during On-Peak days shall be all hours from Hour Ended (HE) 0700 through HE 2200 Central Prevailing Time. (16-hour period, hours 6:01 am - 10:00 pm) All other hours during On-Peak days shall be Off-Peak.

ADJUSTMENT FOR POWER FACTOR:

The power factor is the ratio of real power (kilowatt) to apparent power (kilovolt-ampere) for any given load and time. The Customer will normally be required to maintain a monthly average power factor of at least ninety-eight percent (98%). For monthly average power factor values less than 98%, GRDA shall adjust Capacity Billing Demand and Delivery Billing Demand by multiplying the measured demand by the quotient of 0.98 divided by the Customer's lagging monthly average power factor. No adjustments will be made for power factors of 98% through leading values.

The Adjustment for Power Factor is not applicable if Customer receives power from GRDA at the Generation Bus; however, Customer shall comply with third-party transmission provider policies and tariffs and shall be responsible for any associated costs and expenditures to maintain continued transmission service.

POWER COST ADJUSTMENT:

This rate is subject to Schedule PCA - Power Cost Adjustment.

OTHER TAXES, FEES, AND DUTIES:

The Customer shall pay, in addition to the other rates and charges set forth on this schedule, (1) any taxes, fees and duties required to be collected by GRDA and paid to the proper agency charged with the collection of such taxes, fees and duties which are not already being recovered through the Monthly Base Rates set forth herein.

TERMS OF PAYMENT:

Bills shall be considered past due if not paid by the due date shown on the bill. A late payment fee of 1.5% per month shall be assessed on past due amounts, unless such provision for late payment fee is otherwise set forth in Customer's Power Purchase and Sale Agreement. Such late payment fee shall not be less than $25.00.

CHANGES TO RATE SCHEDULE:

The terms and charges in this rider may be changed by GRDA from time to time as provided by the "Grand River Dam Authority Act" (82 O.S. § 861, *et seq*., as amended).

SCHEDULE PCA – POWER COST ADJUSTMENT

APPLICABILITY:

This Schedule PCA - Power Cost Adjustment is applicable to and becomes a part of each of GRDA's rate schedules that so specify.

Monthly charges shall be calculated in accordance with the provisions contained herein.

DEFINITIONS:

Cost of Power means the cost which would be recorded as:

(1) Fossil fuel for generation in Account 501 and Account 547, excluding amounts for sales not subject to this Schedule PCA; plus

(2) Purchased Power in Account 555; excluding amounts for sales not subject to this Schedule PCA; less

(3) Revenue from the sales into the SPP Integrated Marketplace in Account 447, excluding amounts for sales not subject to this Schedule PCA.

EFPC (Estimated Future Power Cost) means GRDA's monthly estimate of the Power Cost (in dollars) for the next twelve months.

EFkWhS (Estimated Future kWh Sales) means GRDA's monthly estimate of the kWh Sales for the next twelve months.

EPC (Extraordinary Power Costs) means an amount in dollars that has been approved and designated as Extraordinary Power Costs by the GRDA Board of Directors.

EPC Carrying Costs means an amount in dollars that has been approved and designated by the GRDA Board of Directors to represent GRDA's approximate carrying costs arising from or related to an EPC Event. EPC Carrying Costs may be zero but may not be negative.

EPC Event means an event, as defined by the GRDA Board of Directors, giving rise to EPC. Each EPC Event will be documented in a separate Appendix to this Schedule PCA, and each Appendix will include additional details regarding the EPC Event, including: (i) the amount of EPC; (ii) the method of calculating EPC Carrying Costs; (iii) the EPC Recovery Period.

EPC Recovery Period means the recovery period, which has been approved and designated by the Board of Directors to recover Extraordinary Power Costs.

kWh Sales means GRDA's determination of actual kWh sales subject to this Schedule PCA – Power Cost Adjustment for the previous month.

MoEFkWhS (Monthly Estimated Future kWh Sales) means GRDA's monthly estimate of the monthly amount of kWh sales for each of the next twelve months.

PC (Power Cost) means an amount in dollars of GRDA's determination of the actual Cost of Power, but excluding any EPC accounted for in the Cost of Power, for the previous month, plus corrections for any estimated PC amounts from prior periods.

RPC (Recovered Power Cost) means an amount in dollars of GRDA's determination of the sum of the Power Cost Adjustment charges, but excluding REPC, billed to all customers.

REPC (Recovered Extraordinary Power Cost) means an amount in dollars of GRDA's determination of the total amount of EPC that has already been paid to GRDA by GRDA customers for any given EPC Event. REPC may be zero but may not be negative.

Under/Over Recovered Power Cost means GRDA's monthly determination of the net of PC and RPC.

POWER COST ADJUSTMENT (PCA):

For any month, the Power Cost Adjustment is the sum of the Ordinary PCA (PCA_O) and the Extraordinary PCA (PCA_X), as more particularly defined in this Schedule PCA. Both PCA_O and PCA_X will be due and payable from all customers who are subject to this Schedule PCA according to the terms of Schedule PCA.

1. *PCA_O*

PCA_O will be the ordinary Cost of Power based on the average for the next 12-month period and the Under/Over Recovered Power Cost applicable to each of the next 12 months, so that the Under/Over Recovered Power Cost is trued-up within a 12-month period. PCA_O will be calculated to the nearest one-hundredth of a mill ($0.00001) per kWh, and due monthly.

For any month, the PCA_O is the sum of: (i) the applicable 12 Month Rate plus, (ii) the applicable Monthly Under/Over Recovered Rate, as determined and calculated by GRDA.

SCHEDULE PCA – POWER COST ADJUSTMENT

The 12 Month Rate is determined as follows:

$$\text{12 Month Rate} = \frac{\text{EFPC}}{\text{EFkWhS}}$$

The Monthly Under/Over Recovered Rate is determined for each of the next 12 months as follows:

$$\text{Monthly Under/Over Recovered Rate} = \frac{(\text{PC} - \text{RPC}) / 12}{\text{MoEFkWhS}}$$

Monthly charges shall be increased or decreased on a uniform per kWh basis using the PCA_O.

2. *PCA_X*

PCA_X will be the sum of all applicable Extraordinary Power Costs, for all currently effective EPC Events, as calculated pursuant to all Appendices to this Schedule PCA. PCA_X will be due according to the terms of each EPC Event Appendix.

ESTIMATES OF VALUES:

If actual value of any variable is not available for all relevant previous months, GRDA may estimate the value of the variable(s) for the months during which actual data is not available.

CHANGES IN POWER COST ADJUSTMENT:

The terms and charges in this power cost adjustment may be changed by GRDA from time to time as provided by the "Grand River Dam Authority Act" (82 O.S. § 861, *et seq*., as amended).

EPC Event Appendix – February 2021 EPC Event

1. **Applicability of EPC Event Appendix.** This Appendix will be applicable to Customers taking service from GRDA during February 2021 ("EPC Customer").

2. **Definitions.**
   a. Customer $Cost_c$ means the sum of a specific Customer's share of fuel and purchased power costs related to the EPC event, expressed in dollars, and calculated as:

   (Customer EPC Energy / Total EPC Energy) * EPC

   b. Customer EPC Carrying $Cost_c$ means the sum of a specific EPC Customer's share of EPC Carrying Costs related to the EPC event, expressed in dollars, as calculated by GRDA.

   c. Customer EPC Energy means the sum of metered energy sold by GRDA during the EPC event to a specific EPC Customer, expressed in kWh.

   d. Recovery Term means the lesser of: (i) 120; or (ii) the total remaining months, expressed as a whole number, in the term of the Power Purchase and Sale Agreement between a specific Customer and GRDA, including any applicable PPSA renewal terms (but excluding renewal terms if the applicable EPC Customer has provided notice of non-renewal).

   e. Total EPC Energy means the sum of metered energy sold or delivered by GRDA during the EPC event, expressed in kWh, equal to 593,291,466 kWh.

3. **Duration of EPC Event.** The EPC Event begins on February 1st, 2021, and ends on February 28th, 2021.

4. **EPC.** The total EPC for this EPC Event is $102,388,191.00

5. **EPC Carrying Costs**. The EPC Carrying Costs will be GRDA's marginal carrying costs arising from or related to the EPC Event, as calculated by GRDA.

6. **EPC Payment Obligation.** Each EPC Customer must select, in writing, via the form of *Memorandum of Winter Storm Uri Cost-Recovery Method* attached hereto, one of the following EPC repayment options on or before October 15th, 2021.

   If any EPC Customer does not timely select a repayment option by October 15th, 2021, the EPC Customer will repay GRDA under option 6(c).

   The cost of the February 2021 EPC Event will be recovered from EPC Customers under one of the 3 following options:

   a. EPC Customer will pay GRDA a monthly amount equal to (1/Recovery Term) multiplied by the full amount of Customer Cost, plus Customer EPC Carrying Costs **("PCA_X-120");** or

EPC Event Appendix – February 2021 EPC Event (continued)

b. EPC Customer will pay GRDA the full amount of Customer Cost on or before October 14th, 2022, with no carrying costs **("PCA$_X$-12")**; or

c. EPC Customer will pay GRDA a monthly PCA$_X$ amount equal to what EPC Customer would have paid under the version of PCA$_O$ that was in effect during the EPC Event, calculated in a manner as if all EPC Event costs were included in the PCA$_O$, with no carrying costs **("PCA$_X$-Base").** Provided:

   i. GRDA will calculate the monthly PCA$_X$-Base amounts due based upon an EPC Customer's actual energy usage, with such usage beginning in February 2021, and ending in January 2022, as more particularly described and trued-up by PCA$_O$;

   ii. GRDA may apply the PCA$_X$-Base amounts during *any* billing month following the EPC Event and is not required to invoice a specific month's PCA$_X$-Base amounts due in the month following the calendar months during which the EPC Event occurred. For example, GRDA may invoice an EPC Customer in December 2021 for the EPC Customer's PCA$_X$-Base amount due based upon the EPC Customer's February 2021 PCA$_X$-Base calculation. GRDA will use reasonable efforts to invoice the PCA$_X$-Base sequentially.

   iii. To the extent that an EPC Customer has already paid what would otherwise be due to GRDA for any monthly PCA$_X$-Base calculation (i.e., the EPC Customer elects in October 2021 to pay PCA$_X$-Base but has already paid GRDA a PCA payment for September 2021) GRDA will adjust the EPC Customer's amount due for the applicable PCA$_X$-Base amount due.

All such values will be calculated and determined by the GRDA.

7. **Monthly Payment of PCAx.** Each EPC Customer must pay GRDA the amount calculated pursuant to the EPC Customer's election under paragraph 6.

   Provided, an EPC Customer may pay GRDA for the unrecovered portion of Customer Cost and balance of Customer EPC Carrying Cost during any portion of the Recovery Term. Provided further, if an EPC Customer participating in PCAx-120: (i) on, or before, December 30, 2022 submits an executed *PCAX-120 CARRYING COSTS WAIVER REQUEST AND WAIVER OF 60-DAY NOTICE PERIOD* in such form as attached as *February 2021 EPC Event Appendix 1.1*; and (ii) pays the full amount of Customer Cost on or before June 30, 2023, the Customer will receive a PPSA invoice credit of EPC Carrying Cost paid on or before October 14th, 2022. EPC Carrying Cost incurred from October 15th, 2022, and June 30, 2023, will not be included in the amount of the PPSA invoice credit.

   In the event the Recovery Term changes for an EPC Customer the amount as calculated in 6(a) will be adjusted accordingly to account for amounts paid by the EPC Customer.

8. **Over/Under Recovery of EPC.** In the event there is an over/under recovery of EPC as a result of the calculations herein, the amount(s) will become PC (Power Cost) for recovery under PCA$_O$.

February 2021 EPC Event Appendix 1.1

PCAx-120 CARRYING COSTS WAIVER REQUEST AND <u>WAIVER OF 60-DAY NOTICE PERIOD</u>

This *PCAx-120 Carrying Costs Waiver Request and Waiver of 60-day Notice Period* ("Waiver Request") is made and entered into between the Grand River Dam Authority, a governmental agency of the State of Oklahoma created and existing pursuant to 82 O.S. § 861, *et seq.* ("GRDA"), and _____________, a municipal trust or municipal utility authority duly created, organized, and existing under and by virtue of the laws of the State of Oklahoma ("Customer") on the ___ day of ______, 2022 (collectively, the "Parties").

Article 1. Background

1.1 On ______, 2021, Customer agreed to participate in the PCAx-120 repayment option via a *Memorandum of Winter Storm Uri Cost-Recovery Method*, pursuant to GRDA's *Schedule PCA*;

1.2 Customer will pay all of Customer's outstanding PCAx-120 obligation on or before June 30, 2023;

1.3 On October 12, 2022, the GRDA Board of Directors amended *Schedule PCA* to allow Customer to submit a written request for a PPSA invoice credit in the amount of the Carrying Costs actually paid by Customer between October 2021 and October 2022 ("Creditable Carrying Costs"); and

1.4 By submitting this Waiver Request, customer seeks to: (i) request an invoice credit in the amount of such Creditable Carrying Costs; and (ii) waive any applicable notice provisions arising from or related to GRDA's ability to issue an invoice credit for such Carrying Costs.

Therefore, the Parties agree as follows:

Article 2. Creditable Carrying Costs and Waiver Request

2.1 <u>Request for Invoice Credit</u>. Because Customer has committed to pay its PCAx-120 obligation in full, Customer hereby requests an invoice credit in the amount of the Creditable Carrying Costs, with such credit to be applied by GRDA to an invoice arising under the Power Purchase and Sale Agreement between Customer and GRDA.

2.2 <u>Waiver of Notice and Release</u>. Customer waives any applicable notice or waiting period arising from or related to GRDA's ability to issue the invoice credit for the Creditable Carrying Costs and agrees to release and hold harmless GRDA from any liability, claim, or cause of action arising from or related to the Creditable Carrying Costs.

2.3 <u>Representation of Authority</u>. The signatory for Customer below represents and warrants that he/she possesses sufficient authority to bind Customer to the terms of this Waiver Request.

IN WITNESS WHEREOF, GRDA and Customer agree to the terms of this Amendment.

Customer:	GRDA:
	___________________________________
	Daniel S. Sullivan, CEO

Memorandum of Winter Storm Uri Cost-Recovery Method

The EPC Customer signing below selects the following option (each an "Option") to pay GRDA for the EPC Customer's share of costs associated with the February 2021 Winter Storm Uri Extreme Power Costs ("Costs"):

☐ **PCAx-120 –** EPC Customer pays its Customer Costs via not more than 120 monthly payments. This method **does** accrue additional EPC Carrying Costs for securitization or similar financing.

☐ **PCAx-12 –** EPC Customer pays its Customer Costs via not more than 12 monthly payments. This method **does not** accrue additional carrying costs for securitization financing.

☐ **PCAx-Base –** EPC Customer pays the original 12-month PCA calculation under the PCA in place during February 2021. This amount varies monthly based upon EPC Customer's energy usage and is assessed on a $/kWh basis. This method **does not** require EPC Customer to pay additional carrying costs for securitization financing.

The EPC Customer: (i) formally requests to repay its Customer Costs via the Option selected by EPC Customer; (ii) waives any additional notice or consent requirement related to GRDA's application of that Option to EPC Customer; and (iii) agrees to pay GRDA in accordance with the Option selected by EPC Customer. **If EPC Customer does not return this executed Memorandum on or before October 15th, 2021, the PCAx-Base will be considered the Option selected by EPC Customer**.

The parties have agreed to and executed this Memorandum on ____________________, 2021, with the expressed intent of the parties that it shall be effective as of the same date.

Customer	**GRAND RIVER DAM AUTHORITY**
By________________________________	By________________________________
___________________ [Title]	Daniel S. Sullivan, CEO
ATTEST: (Seal)	ATTEST: (Seal)
________________________________ [name, title]	________________________________ Sheila Allen, Corporate Secretary

Exhibit B

Customer Specification Sheet

This Exhibit B may be changed during the Term pursuant to Article 7.

Customer Name:	Claremore Public Works Authority
Delivery Point:	Claremore City #1
Delivery Volt & Phase:	69 KV
Metering Point(s):	Claremore City #1
Meter Number(s):	M209
Metered Voltage(s):	13.2 KV
Meter Location(s):	Secondary, N 36 19.050 W 095 36.986
Applicable Losses:	Programmed Transformer Compensation
Contract Demand (kW):	99,000 in total for all Delivery Points
Tariff and Service Level:	WP – Wholesale Full Requirements Power Service Transmission Level
Other Recurring Charges:	None
Additional Comments:	Totalized Account (M209,M209B,M209C,M209D,M885)
Effective Date:	01/01/2026

CLAREMORE PUBLIC WORKS AUTHORITY

By: ______________________________

Title: ____________________________

Date: ____________________________

GRAND RIVER DAM AUTHORITY

By: ______________________________

Title: ____________________________

Date: ____________________________

Exhibit B

Customer Specification Sheet

This Exhibit B may be changed during the Term pursuant to Article 7.

Customer Name:	Claremore Public Works Authority
Delivery Point:	Claremore City #2
Delivery Volt & Phase:	69 KV
Metering Point(s):	Claremore City #2
Meter Number(s):	M209B
Metered Voltage(s):	13.2 KV
Meter Location(s):	Secondary, N 36 19.519 W 095 37.940
Applicable Losses:	Programmed Transformer Compensation
Contract Demand (kW):	99,000 in total for all Delivery Points
Tariff and Service Level:	WP – Wholesale Full Requirements Power Service Transmission Level
Other Recurring Charges:	None
Additional Comments:	Totalized Account (M209,M209B,M209C,M209D,M885)
Effective Date:	01/01/2026

CLAREMORE PUBLIC WORKS AUTHORITY	GRAND RIVER DAM AUTHORITY
By: ______________________________	By: ______________________________
Title: ____________________________	Title: ____________________________
Date: ____________________________	Date: ____________________________

Exhibit B

Customer Specification Sheet

This Exhibit B may be changed during the Term pursuant to Article 7.

Customer Name:	Claremore Public Works Authority
Delivery Point:	Claremore City #3
Delivery Volt & Phase:	69 KV
Metering Point(s):	Claremore City #3
Meter Number(s):	M209C
Metered Voltage(s):	13.2 KV
Meter Location(s):	Secondary, N 36 20.137 W 095 36.361
Applicable Losses:	Programmed Transformer Compensation
Contract Demand (kW):	99,000 in total for all Delivery Points
Tariff and Service Level:	WP – Wholesale Full Requirements Power Service Transmission Level
Other Recurring Charges:	None
Additional Comments:	Totalized Account (M209,M209B,M209C,M209D,M885)
Effective Date:	01/01/2026

CLAREMORE PUBLIC WORKS AUTHORITY

By: ______________________________

Title: ____________________________

Date: ____________________________

GRAND RIVER DAM AUTHORITY

By: ______________________________

Title: ____________________________

Date: ____________________________

Exhibit B

Customer Specification Sheet

This Exhibit B may be changed during the Term pursuant to Article 7.

Customer Name:	Claremore Public Works Authority
Delivery Point:	Claremore City #4 (South)
Delivery Volt & Phase:	69 KV
Metering Point(s):	Claremore City #4
Meter Number(s):	M209D
Metered Voltage(s):	13.2 KV
Meter Location(s):	Secondary, N 36 18.207 W 095 37.140
Applicable Losses:	Programmed Transformer Compensation
Contract Demand (kW):	99,000 in total for all Delivery Points
Tariff and Service Level:	WP – Wholesale Full Requirements Power Service Transmission Level
Other Recurring Charges:	None
Additional Comments:	Totalized Account (M209,M209B,M209C,M209D,M885)
Effective Date:	01/01/2026

CLAREMORE PUBLIC WORKS AUTHORITY

By: ______________________________

Title: ____________________________

Date: ____________________________

GRAND RIVER DAM AUTHORITY

By: ______________________________

Title: ____________________________

Date: ____________________________

Exhibit B

Customer Specification Sheet

This Exhibit B may be changed during the Term pursuant to Article 7.

Customer Name:	Claremore Public Works Authority
Delivery Point:	Claremore City Centralift
Delivery Volt & Phase:	69 KV
Metering Point(s):	Claremore Centralift
Meter Number(s):	M885
Metered Voltage(s):	13.2 KV
Meter Location(s):	
Applicable Losses:	Programmed Transformer Compensation
Contract Demand (kW):	99,000 in total for all Delivery Points
Tariff and Service Level:	WP – Wholesale Full Requirements Power Service Transmission Level
Other Recurring Charges:	None
Additional Comments:	Totalized Account (M209,M209B,M209C,M209D,M885)
Effective Date:	01/01/2026

CLAREMORE PUBLIC WORKS AUTHORITY	**GRAND RIVER DAM AUTHORITY**
By: ______________________________	By: ______________________________
Title: ____________________________	Title: ____________________________
Date: ____________________________	Date: ____________________________

Exhibit C

Load Projections (MW and MWH)

This Exhibit C shall be updated annually pursuant to Article 3.

	2026 Demand	2026 Energy	2027 Demand	2027 Energy
January	50.691	25,607	51.100	25,185
February	47.594	22,188	48.004	22,306
March	42.497	21,060	42.918	21,184
April	47.464	20,285	47.873	20,404
May	63.163	24,731	63.573	24,850
June	76.193	29,941	76.603	30,059
July	80.957	35,582	81.367	35,701
August	82.877	36,181	83.287	36,299
September	74.445	28,388	74.855	28,507
October	59.970	21,623	60.380	21,741
November	41.717	20,607	42.125	20,724
December	44.919	22,902	45.329	23,020
Annual Amount	82,877	308,554	83,287	309,981

	2028	2029	2030	2031	2032	2033	2034	2035
Energy (MWH)	311,630	312,820	314,247	315,691	317,355	318,554	319,994	321,427

	2028	2029	2030	2031	2032	2033	2034	2035
Summer Peak	83,697	84,107	84,520	84,933	85,346	85,760	86,174	86,588

	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036
Winter Peak	51,921	52,331	52,745	53,158	53,571	53,985	54,399	54,813

Completed by: ____ Date: __________________

Exhibit D

Wholesale Electric Service Policy

Exhibit D

GRAND RIVER DAM AUTHORITY

WHOLESALE

ELECTRIC SERVICE

POLICY

Effective

November 1, 2021

Table of Contents

WHOLESALE ELECTRIC SERVICE POLICY

1 GENERAL INFORMATION

1.1 **Purpose**

1.1.1 This Wholesale Electric Policy ("Policy") outlines certain rights and obligations of its wholesale customers. The purpose of this Policy is to supply essential information to Customers, engineers, contractors, and others concerned with electric service provided by the Grand River Dam Authority (hereinafter "GRDA"). GRDA's objective is to cooperate with and assist Customers to obtain safe, efficient electric service at delivery points connected to the GRDA system.

1.2 **General**

1.2.1 GRDA shall provide electric service to customers under a written Power Purchase and Sale Agreement ("Agreement") and in accordance with this Policy. Service shall be provided in accordance with the Agreement and, in the event of a conflict between the terms of the Agreement and this Policy, the terms of the Agreement shall control.

1.2.2 To avoid misunderstanding and expense, Customers, engineers, etc. should consult GRDA during the project planning stage regarding the electric service arrangements. Information contained in this Policy covers normal installations. Customers should consult GRDA for special cases and conditions.

1.2.3 GRDA is authorized pursuant to 82 O.S. § 861, *et seq*., as amended, to sell and distribute electric power and energy and may enter into agreements for such purposes. Agreements may contain provisions for the dedication of the use of facilities and the construction of additional facilities to serve the load requirements of the parties as may be deemed advisable by GRDA to safeguard the business and properties of the parties to such agreements.

1.2.4 All electric utility systems and facilities interconnected with the GRDA system shall adhere and conform to the installation, construction and maintenance standards adopted by GRDA.

1.3 **Continuity of Service**

1.3.1 GRDA strives to provide continuous electric service, to restore service interruptions promptly, and to maintain its facilities with minimum inconvenience to customers.

1.3.2 GRDA does not guarantee to supply continuous service or to maintain standard voltage or frequency at all times.

1.3.3 It shall be Customer's responsibility to install and maintain devices that shall protect Customer's equipment during abnormal service conditions or the failure of part, or all, of the electric service provided by GRDA.

1.3.4 GRDA reserves the right to suspend service without notice to Customer for such periods as may be reasonably necessary in order to make repairs to or changes in the GRDA's facilities. When conditions permit, an attempt shall be made to notify Customer prior to planned outages insofar as is practicable.

1.3.5 GRDA shall not be liable for any service interruption, irregularity, or any other cause or abnormality.

1.4 **Quality of Service**

1.4.1 GRDA shall strive to operate its electric system so that the quality of the electric service is consistent with normal utility standards. GRDA does not represent that this quality level will result in a pure, smooth sine wave voltage, without spikes or dips, as required by some electronic equipment.

1.4.2 The Customer is responsible for supplying internal power conditioning equipment, as required, when the electronic equipment of Customer or Customer's end-use customer is unable to tolerate the voltage waveform aberrations that occur on the electric supply system.

1.4.3 It is the policy of GRDA that voltages within a range of 90% to 105% of the nominal voltage shall be acceptable.

1.5 **Frequency and Voltage**

1.5.1 Frequency: All electric service is alternating current at 60 Hertz (cycles per second).

1.5.2 Standard wholesale service voltages provided by GRDA are listed below. Not every voltage is available at every location.

1) Three phase, 12,480/7,200 Y; 13,200/7,620 Y; and 13,800/7,960 Y volt, 4-wire wye with grounded neutral. For existing customers, 4.16 /2.4 KV wye service is supported but is not provided for new customer connections. GRDA is not responsible for distribution and transformation equipment beyond the secondary terminals of the transformer.

2) Three phase voltages of the following ratings are available: 69,000, 115,000, 138,000, and 161,000 volts. These are transmission level voltages available for customers served through primary metering installations to Customer-operated primary disconnects. GRDA is not responsible for Customer's own transmission and transformation equipment.

1.6 **Capacity Requirements**

1.6.1 Capacity requirements for new or increased Points of Delivery may require an extensive addition or modification to the GRDA distribution or transmission system, which may take considerable time to complete. Such projects shall be discussed with GRDA well in advance to provide ample time for contract arrangements and construction of GRDA facilities to meet Customer's requirements and the projects may require non-refundable contributions in aid of construction from Customer.

1.6.2 Contract demand values (which may be for individual Points of Delivery), as defined in the Agreement with GRDA shall not be exceeded. If Customer expects its peak load requirements to exceed any contract demand value, then Customer shall immediately inform GRDA of the expected peak load requirements so that appropriate contract and, if necessary, system modifications can be made.

1.6.3 Customer shall provide GRDA with load projections (permanent or temporary) for each Point of Delivery in accordance with the Agreement with GRDA. Theses projections will enable GRDA to plan and operate its system in an efficient manner and to change out its equipment when required. The Customer's failure to notify GRDA may result in Customer being charged for the replacement cost of damaged GRDA equipment.

1.7 **Service Connections**

1.7.1 GRDA shall make all service connections to its electric system. Connection to or alteration of GRDA's electric system and facilities or other equipment by Customer is prohibited unless specifically authorized by GRDA in writing.

1.8 **Customer or Public Attachments**

1.8.1 GRDA prohibits unauthorized attachment of wires, guys, signs, antennas, fences, etc. to its towers, poles, pedestals, transformers, or other structures. At GRDA's sole discretion, authorized attachments may be made at no additional charge to the customer if GRDA determines they are solely for the benefit of public safety and shall in no way be used for gain or profit.

1.9 **Exclusive Use**

1.9.1 GRDA does not allow Customer to have service connections with other electric utilities to the same Point(s) of Delivery served by GRDA.

1.9.2 Customer shall not own, operate or permit operation of power producing equipment (including but not limited to cogeneration, wind generators, diesel generation, etc.) the effect of which is to change the amount or timing of power and energy that would otherwise be supplied by GRDA except as set forth in the Agreement or as provided in this Section 1.9.

1.9.3 Customer may install generation or power producing equipment with a nameplate rating not to exceed 1.5 MW per unit or 3 MW in aggregate for multiple units without modification of the Agreement. Customer shall pay GRDA for any stranded costs including lost revenue resulting from Customer's use of such generation.

1.9.4 Nothing in this Section 1.9 shall prevent an end-use customer of Customer from installing its own power producing equipment, limited to 1.5 MW, installed for emergency or standby service that would not be designed to run in parallel with the GRDA system. Customer shall not connect or permit the connection of any such equipment in parallel with the GRDA electrical system without GRDA's written permission. At a minimum, GRDA shall require the following:

(a) Verification that the generation system has been designed and installed under the direction of a licensed professional electrical engineer and that it includes the relay and disconnecting equipment required to protect both the user's property and the GRDA system from faults, back-feeds, under and over voltages, under and over frequency events, and other electrical system abnormalities that may result during the operation of generation in parallel with the GRDA system.

(b) The existence of a signed contract to which GRDA is a party concerning at a minimum the operation, liability, power interchange, payment adjustments, and responsibility of the parties involved with the interconnection and GRDA.

1.9.5 Auxiliary, breakdown, or supplementary service as furnished by GRDA is not to be connected or operated in parallel with the generating equipment of Customer or of Customer's end-use customer except when such operation is formally accepted by a special agreement with GRDA.

1.10 **Renewable Energy**

1.10.1 Nothing in the Agreement shall be construed to prohibit Customer from allowing its End-Use Retail Customers from installing and/or operating renewable Distributed Generation resources ("Distributed Generation"), as those terms are defined by, and in accordance with each of the terms, conditions, limitations, and costs in, GRDA Rider WP-DG.

2 ELECTRICAL SERVICES

2.1 **Responsibility**

2.1.1 GRDA shall design, construct, own, and maintain all extensions of its transmission, subtransmission, and distribution systems. GRDA shall make all service and secondary connections on its system. Rules governing services are defined in this Section 2.

2.2 **Application for Service**

2.2.1 Requests for service shall be in writing and submitted well in advance of the date service is required in order to permit GRDA to plan and schedule its work to provide adequate service.

2.2.2 Where service of the type desired by Customer is not already available at a Point of Delivery, non-refundable contributions in aid of construction and special contract arrangements may be required from Customer.

2.3 **Customer's Wiring System**

2.3.1 All electrical wiring and apparatus connected, or to be connected, to GRDA's system shall be at Customer's expense and shall be installed and maintained by Customer.

2.4 **Inspections**

2.4.1 GRDA is not required to inspect Customer installations or equipment as to safety, suitability, or compliance with codes. GRDA may refuse to connect or disconnect service to any installation which does not comply with these service rules or which may be dangerous to persons or property. Nothing in this Policy shall be deemed to impose any obligation or liability on GRDA for the safety or suitability of Customer's installations or equipment.

2.5 **Points of Delivery Electric Service**

2.5.1 The Customer may request a particular location for a Point of Delivery; however, the location must be approved by GRDA. If the service cannot be supplied at that location or if GRDA will incur substantial additional costs, a mutually agreeable location shall then be determined.

2.6 **Billing for Multiple Delivery Points**

2.6.1 If GRDA serves two (2) or more Point(s) of Delivery for Customer, each such Point of Delivery shall be considered as a separate point of service and charges shall be calculated separately for each.

2.6.2 If GRDA, in its sole discretion, determines that it is in the best interest of GRDA that Customer be served with multiple Points of Delivery, and if such service configuration is in keeping with good engineering and operating practices, then this Section 2.6 may be waived by GRDA.

3 METERS

3.1 **General**

3.1.1 The meters used to measure Customer's demand and energy from GRDA shall be connected to GRDA's real time telemetry network using an electronic communication link to provide GRDA with information regarding Customer loads on a continuous basis. If Customer provides all necessary equipment and pays for any additional costs required, GRDA shall make the metering information available to Customer, provided that, at GRDA's sole discretion, the continuation of such access causes no security or operational risks to GRDA. Customer shall agree to indemnify and hold harmless GRDA for any damages or other losses to Customer resulting from inaccuracies in such meter data.

3.2 **Meter Location**

3.2.1 Meters and associated equipment shall be placed in accessible, non-hazardous locations and shall not be located where they are subject to damage, vibration, excessive dust, chemical vapors, or corrosive liquids.

3.2.2 Meter bases shall be installed so that the center of the meter shall be located from 4-1/2 feet to 5 feet above the finished grade at the meter locations.

3.2.3 At GRDA's discretion, the meter may be located on the secondary side of a Customer-owned transformer and adjusted for losses between the Point of Delivery and the meter.

3.2.4 GRDA may relocate any meter at its option and expense.

3.3 **Meter Installations**

3.3.1 In general, all new permanent services shall be metered with instrument transformer type metering installations. These systems require the installation of a meter base and conduit for metering conductors from the meter base to the instrument transformer location.

3.3.2 GRDA shall provide and install the meter base.

3.4 **Meter Testing and Adjustments**

3.4.1 Each meter, used in determining the amount of power and energy supplied by GRDA, shall, by comparison with actual standards, be tested and calibrated by GRDA at least every once twelve (12) months. GRDA shall notify Customer of the date and time of the test and Customer may have a representative present. If a meter is incorrect or inaccurate, GRDA shall restore it to an accurate condition or install a replacement meter. A meter shall be considered inaccurate if it is found to deviate from standard in excess of one-half of one percent (.5%) when tested at 100% load or one percent (1%) at 10% of load.

3.4.2 Customer shall have the right to request a special meter test at any time. If any test made at Customer's request discloses that the meter tested is registering correctly, or within 2% of normal accuracy, Customer shall bear the expense for such test. The expense of all other tests shall be borne by GRDA.

3.4.3 The results of all such tests and calibrations shall be open for examination by Customer. Any meter tested and found to be not more than 2% above or below normal accuracy shall be considered to be correct and correct insofar as correction of billing is concerned. If, as a result of any test, any meter found to register in excess of 2% either above or below normal accuracy, then the readings from such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found. No such correction shall extend beyond one-half (1/2) the time since the last test or six (6) months, whichever is shorter, prior to the date on which the inaccuracy is discovered by such test.

3.4.4 Should any metering equipment at any time fail to register, or should the registration thereof be so erratic as to be meaningless, the power and energy delivered shall be determined from the best available data.

4 MOTORS AND SPECIAL REQUIREMENTS EQUIPMENT

4.1 **General**

4.1.1 Many types of electric equipment adversely affect the quality of electric service. Close consultation by Customer with GRDA shall be required before such equipment is connected, or when it is necessary to remedy an unsatisfactory condition on GRDA's system.

4.2 **Motors – Allowable Starting Currents**

4.2.1 Large, across-the-line starting motors may be permitted on Customer's system where GRDA's facilities are adequate and where the frequency of motor starts is such that other Customers' services shall not be adversely affected. Upon request of Customer, GRDA shall make individual studies to determine the maximum allowable starting current for each specific installation and if necessary recommend a motor starting device.

4.2.2 When part-winding, wye-delta, autotransformer, or resistor-type motor starting devices are required, closed-transition transfer from the starting to running conditions must be used, unless an open-transition type starter is specifically approved.

4.3 **Intermittent Electric Loads**

4.3.1 Electric equipment such as spot and arc welding machines, x-ray machines, arc-furnaces, elevators, dredges, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to large fluctuations may be served with other electrical loads or by a transformer dedicated solely to that equipment and served as a separate account. Customers contemplating the installation of such equipment must make specific prior arrangements with GRDA.

4.4 **Harmonics**

4.4.1 In 60 Hz electric power systems, a harmonic is a sinusoidal component of the 60 Hz fundamental wave having a frequency that is an integral multiple of the fundamental frequency of 60Hz. "Excessive harmonics" in this Section, shall mean levels of current or voltage distortion at the connection between Customer and GRDA that exceed the levels recommended in IEEE Standard 519-1992, subsection (f)(1). (IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems, or any successor standards.)

4.4.2 In addressing harmonic problems, Customer and GRDA shall implement, to the extent reasonably practicable, and in conformance with prudent operation, the practices of IEEE Standard 519.

4.4.3 After receipt of notice by another customer or communications provider that it is experiencing problems caused by harmonics, GRDA shall determine whether the condition constitutes excessive harmonics. If so, GRDA shall investigate and determine the cause of the excessive harmonics.

4.4.4 If GRDA determines that the excessive harmonics are caused by Customer or originate on Customer's system, GRDA shall provide written notice to Customer. The notice shall provide two options to cure the problem:

(a) GRDA may cure the problem by working on Customers' electric facilities at a mutually agreeable time and charge the investigation and repair costs to Customer.

(b) Customer may elect to cure the problem at its option and its cost, within a reasonable time approved by GRDA.

4.4.5 Failure of Customer to remedy the problem may result in GRDA disconnecting Customer's service. In the event that Customer refuses to allow GRDA to remedy the problem and Customer does not stop creating excessive harmonics within the time specified, GRDA shall disconnect Customer's service until such time as the correction has been completed. Prior to disconnecting the service, GRDA shall provide written notice of its intent to disconnect at least five working days before doing so.

5 ELECTRIC UTILITY STANDARD EXTENSION POLICY (PERMANENT SERVICE)

5.1 General

5.1.1 **Applicability:** GRDA's standard extension policy governs the extension and furnishing of electrical service to Customer. The standard extension policy shall be considered in conjunction with the provisions of GRDA's various rate schedules and other provisions of this Policy.

5.1.2 **Philosophy:** The philosophy of GRDA is to provide the best possible service to Customer at the most reasonable investment. All applicable options shall be given consideration when applying the extension policy.

5.1.3 **Authority:** This document supersedes all previously issued directives concerning GRDA's extension policy. The application of the extension policy to the various situations and types of Customers shall be as outlined below.

5.2 Customer Substation and Transfer Capacity

5.2.1 If distribution substations and transformers are provided by GRDA for sale of power to the Customer at the 12.47, 13.2, or 13.8 KV, and in some cases 4.16 KV, then it shall be GRDA's intent that Customer substation capacity shall be designed and installed based on the guidelines contained herein.

5.2.2 Single substation installations: The transformer capacity shall be provided to supply the expected loads. Transformer size may be increased as necessary to meet load requirements to a maximum of 20 MW.

5.2.3 When the system load exceeds 15 MW a second substation may be installed contingent upon Customer's agreement of the installation and the payback to GRDA of the cost of the substation installation, including any transmission modifications, based on cost calculations in this Policy. If possible, the second substation shall be located in an area geographically separated from the original substation. It shall be Customer's responsibility to install distribution circuits from the second substation, including any that might loop to the original substation for back-feeding capabilities.

5.2.4 When system loads exceed 20 MW, a third substation may be installed contingent upon the agreement of Customer to the installation and to its payback to GRDA of the costs of the substation installation, including any transmission modifications, based on cost calculations in this Policy. If possible, the third substation shall be located in an area geographically separated from the other substations. It shall be Customer's responsibility to install distribution circuits from the third substation, including any that might loop to the other substations for back-feeding capabilities.

5.2.5 "N-1 Contingency" Design Requirement. For increasing loads after the construction of the three substations, additional substations or transformer capacity within the existing substations will be installed, given the same criteria in this Policy, with the intention that the total load of Customer's electric system can be supplied by the combined capacity of N-1 transformers where N represents the total number of transformers serving the system. This design criterion assumes that the Customer should be able to recover from the loss of the largest capacity transformer in the group by doing switching on distribution circuits to move load to the remaining transformers and picking up the entire system load. It shall be Customer's responsibility to construct the necessary distribution network to allow transfer of loads among the substations to make use of the transformer capacity for the N-1 contingency instance.

5.3 **Extension Cost for Electric Service**

5.3.1 For all service extensions involving the extension of GRDA's transmission system, cost calculations shall be made to determine the total expense to be incurred by GRDA to provide the extension. Any expenses paid directly by Customer for its own system installation or upgrade shall not be included in GRDA's total. Charges may be assessed to Customer based upon Section 5.4.

5.3.2 In the case of all other extensions, the formula included in Section 5.4, shall be applied.

5.3.3 The initial estimate of the Cost of Extension to render service shall be determined by estimating all GRDA costs and expenses necessary to provide service to the Point of Delivery, including transmission and distribution facilities, meters and metering equipment, labor, vehicles, outside engineering (if needed), contractor expenses, GRDA overheads, etc. based upon current cost data. As actual costs become available they will be used in determining the final Cost of Extension.

5.4 **Allowable Expenditure Formula**

5.4.1 Allowable Expenditure to render service shall be determined by the following formula:

For extensions of service planned or calculated by GRDA before January 1, 2019:

Allowable Expenditure = 0.11 x EAR x Years

0.11 = That portion of the EAR from Customer not needed to cover O&M, fuel, production costs, and general expenses.

EAR = Estimated Annual Revenue computed from estimated demand, power factor, and KWH from the new load that will be added to the Customer's system and supplied by the equipment constructed for the extension.

Years = Return Factor; The number of years assumed for Return on Investment. In this case, the return factor shall be the lesser of 10 years or the number of years remaining in the contract term. GRDA and Customer, if mutually agreed, may enter into a new agreement to increase the number of years for the investment recovery.

For extensions of service planned or calculated by GRDA on or after January 1, 2019:

Extension of Service Allowance = NR x R

NR = Net Revenue

Net Revenue = MRE – MC

MRE = Marginal Revenue Estimated will be computed by GRDA, based upon GRDA's estimate of the demand, power factor, and kWh for the Customer's load, for the lesser of: (a) the period of time remaining on the contract term; or (b) 10 years. Provided, the MRE does not include revenue recovered by the PCA for fuel and purchased power costs.

MC = Marginal Cost will be calculated as the additional cost of serving the additional Customer load, including any applicable marginal costs for energy, capacity, transmission, ancillary services, and any other related costs for the lesser of: (a) the period of time remaining on the contract term; or (b) 10 years. Provided, the MC does not include costs that will be recovered pursuant to the PCA.

R = A factor of 0.25

5.4.2 In special cases that involve the provision of additional transmission and substation capacity in conjunction with the execution of a service contract extending beyond 30 years, GRDA may adjust, delay, or lengthen the payback period, or waive the payback of part(s) or all of this contribution. Each such case shall be considered as an individual instance and shall not set a precedent for any future case.

5.4.3 GRDA may, in GRDA's discretion, provide Customer a rate credit-in-lieu of GRDA expending capital related to a Justified Expenditure ('CIL'). The CIL calculation will be subject to the same assumptions used to calculate the Extension of Service Allowance, and GRDA will take title to any electrical infrastructure furnished by Customer and deemed by GRDA to be system upgrades if that infrastructure is included in the CIL calculation. The CIL calculation may not be used if it would cause GRDA's rate to be lower than GRDA's projected short-run marginal costs, as determined and calculated by GRDA

5.5 **Justified Expenditures**

5.5.1 In the case under which the ESA exceeds the Cost of Extension, Customer initially shall not be required to pay any contribution toward GRDA's cost of construction of the extension required to serve the Point of Delivery.

5.5.2 At the end of twelve (12) months of service, and annually thereafter, if the revenue from service rendered does not support the ESA as calculated in Section 5.4, Customer shall receive an appropriate adjustment for the Unjustified Expenditure. If actual revenues indicate that a contribution should have been made, Customer shall be billed an amount for the insufficient contribution over the remaining number of months originally used in the ESA calculation, as a Monthly Adder.

5.5.3 GRDA and Customer may enter into a Memorandum of Understanding to memorialize the terms of the ESA, and any associated repayment. However, the Customer's obligations pursuant to this Exhibit D will be enforceable without a separate agreement.

5.6 **Unjustified Expenditure**

5.6.1 In those cases under which the Cost of Extension is more than the Allowable Expenditure, the following shall apply:

(a) GRDA shall divide the amount by which the Cost of Extension exceeds the Allowable Expenditure (said excess referred to as the “Unjustified Expenditure”) by the number of months used in the calculation of the Extension of Service Allocation to determine a monthly adder. This monthly adder shall be billed to Customer as part of Customer’s monthly electric billing, ***and***

(b) At the end of twelve (12) months of service, and annually thereafter, if GRDA determines that the revenue from service rendered justifies a higher or lower expenditure on the part of GRDA, Customer shall receive an appropriate adjustment in the Customer’s monthly adder.

(c) As an option to the requirements above, Customer may make a one-time payment of the Unjustified Expenditure prior to the construction of the extension.

6 INDETERMINATE ELECTRIC SERVICE

6.1 **Indeterminate Electric Service**

6.1.1 Indeterminate Electric Service is where the indications are that its use in the location shall be for an indeterminate period.

6.2 **Installation and Removal (In and Out) Charges**

6.2.1 GRDA may require a payment from Customer for the estimated cost of installing and removing the facilities. This cost shall include the estimated costs of materials that will be unsalvageable after removal of the facilities.

7 MODIFICATIONS OF GRDA'S ELECTRICAL SYSTEM

GRDA attempts to install its electrical system equipment on, over, and in easements, designated rights-of-way, and public property. GRDA shall consider relocating existing facilities in these areas only in the following cases.

7.1 **Equipment Relocation for Customer’s Convenience**

7.1.1 The relocation, for the convenience of Customer, of an existing underground or overhead line, guy, pole, and/or other piece of equipment or conductor which is properly located on an easement, right-of-way, or public property, shall only be performed if the following conditions are met:

7.1.2 Customer shall pay the total estimated cost for installing, removing, and/or relocating the affected facilities. The cost shall include the estimated costs of any expendable materials and costs of materials to be used which shall be unsalvageable after the relocation. Labor charges plus overheads shall be included at the actual rate(s) paid during the work. The estimated costs shall be paid prior to the work. After completion of the work, any excess contribution shall be returned to Customer; if the actual cost was higher than estimated, the additional cost shall be billed to Customer.

7.1.3 The system equipment shall only be relocated onto another easement, right-of-way, or public property location. If none is readily available, then a suitable qualifying location must be procured at Customer’s expense or the equipment shall not be relocated.

7.1.4 If the relocation requires that additional easement(s) be acquired, the cost(s) involved in securing the required easement(s) shall be included in the estimated cost of the construction.

7.2 **Customer's Infringement on Clearance Spaces**

7.2.1 GRDA strictly prohibits the constructions of any structure, deck, sign, wall, fence, or other obstruction, which creates a violation of clearances from overhead or underground electric facilities, as defined in the National Electric Safety Code (ANSI C2), or as required by GRDA construction practices. Customer must correct the violation as soon as possible. Corrective action shall be the responsibility of Customer, regardless of whether the obstruction was constructed with or without the knowledge and/or approval of GRDA. The following alternative shall be available:

7.2.2 Customer, at its expense, may remove the structure causing the violation, or the violating part thereof, to the level or location at which the structure is no longer in violation.

7.2.3 GRDA shall relocate the electric facilities, as required, to eliminate the clearance violation. All costs associated with this relocation shall be charged to Customer. Customer may pay such charges in a lump sum or in equal monthly installments as part of Customer's electric bill over a twelve (12) month period.

7.3 **Clearances Transport of Oversized Objects**

7.3.1 When a structure or equipment is to be moved upon, across, or over roadways, or along a way over which electric wires are strung, advance notice in writing must be made to GRDA. Notice shall include the dimensions of the object, the time of the move, and the precise route over which the object is to be moved. GRDA shall calculate the costs involved in providing clearance to overhead power lines. Payment shall be made to GRDA in advance for the costs involved in providing the necessary clearance. In no case shall anyone other than employees of GRDA remove, cut, raise, or handle any wires in connection with the moving and providing of clearance.

8 CHANGES TO THE WHOLESALE ELECTRIC SERVICE POLICY

This Policy may be changed by GRDA from time to time as provided by the "Grand River Dam Authority Act" (82 O.S. § 861, *et seq*., as amended) to reflect changed conditions with such changes being effective to all wholesale electric customers. No agent, representative, or employee of GRDA shall have the authority to modify this Policy, but GRDA shall have the right to amend, modify, or change the Policy, as it may deem necessary, from time to time.

Exhibit E

Customer-Owned Generation Operating Agreement

CUSTOMER-OWNED GENERATION OPERATING AGREEMENT

BETWEEN

GRAND RIVER DAM AUTHORITY

AND

[CUSTOMER]

THIS Agreement, made and entered into this _____ day of ____________, 2007, by and between GRAND RIVER DAM AUTHORITY, a governmental agency of the State of Oklahoma, hereinafter referred to as "GRDA" and [CUSTOMER PUBLIC WORKS AUTHORITY], a municipal corporation organized and existing under the laws of [STATE], hereinafter referred to "CUSTOMER", WITNESSETH that:

WHEREAS, CUSTOMER owns and operates certain electric generation facilities and associated equipment, said facilities and equipment hereinafter referred to as the "Facilities" within this Agreement for the production of electric power and energy; and

WHEREAS, the Facilities are indirectly interconnected with GRDA's system through transmission and/or distribution facilities owned by CUSTOMER or others interconnected with GRDA; and

WHEREAS, GRDA and CUSTOMER have entered into a Power Purchase and Sale Agreement, dated the ______ day of _____________ 2007, effective the _____ day of ____________, hereinafter referred to as the "GRDA-Customer Contract," under which CUSTOMER has agreed that GRDA shall supply all of CUSTOMER's electric power and energy requirements with certain exceptions as set forth in the GRDA-Customer Contract; and

WHEREAS, CUSTOMER desires to operate the Facilities in parallel with GRDA's system, or the system of others interconnected with GRDA, and in a manner intended by CUSTOMER to reduce its purchases from GRDA as permitted in Section 13.02 of the GRDA-Customer Contract; and

WHEREAS, CUSTOMER and GRDA desire to enter into an agreement whereby CUSTOMER is permitted to operate its generating facilities in parallel with GRDA's system in a safe and reliable manner;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreement hereinafter set forth, the parties hereto mutually contract and agree as follows:

ARTICLE I. DEFINITIONS, TERM, AND TERMINATION

1.1 All capitalized terms used in this Agreement shall have the definitions set forth in this Agreement, or, if not defined herein, shall have the definitions set forth in the GRDA-Customer Contract.

1.2 This Agreement shall become effective on the later of (i) the Service Commencement Date, as that term is defined in the GRDA-Customer Contract, or (ii) the date above first written, and shall remain in effect until the Termination Date, as that term is defined in the GRDA-Customer Contract, unless terminated earlier in accordance with the terms hereof. This Agreement shall automatically terminate upon termination of the GRDA-Customer Contract.

1.3 CUSTOMER may terminate this Agreement as to one or more of the generating units comprising part of the Facilities at any time by providing twelve (12) months prior written notice.

1.4 GRDA may terminate this Agreement only (i) if it terminates the GRDA-Customer Contract, or (ii) pursuant to Article IV.

ARTICLE II. FACILITIES

2.1 CUSTOMER shall provide the information in Attachment 1 ("Customer-Dispatched Generation Information Form") for each generating unit to be operated by CUSTOMER pursuant to this Agreement. Such information shall be provided by CUSTOMER to GRDA at the time that CUSTOMER executes this Agreement for CUSTOMER's then-existing generating units, and each such Customer-Dispatched Generation Information Form shall be incorporated into this Agreement. CUSTOMER shall promptly provide GRDA with a revised Customer-Dispatched Generation Information Form in the event that CUSTOMER changes the Facilities or becomes aware of any new or updated information.

CUSTOMER shall provide a one-line diagram of the Facilities. Upon request, CUSTOMER shall provide any other information reasonably requested by GRDA to evaluate the safety and reliability of the Facilities and the operation thereof.

2.2 In the event CUSTOMER receives power from GRDA through a third party transmission provider, for purposes of this Agreement, the Point(s) of Delivery shall be defined as the point(s) at which CUSTOMER's system is connected to said third party transmission provider.

2.3 CUSTOMER shall provide GRDA with two (2) years prior written notice of the planned commercial operation date for any new or replaced generating units. Such notice shall provide (1) the expected commercial operation date for such unit(s), (2) identification of any actions that CUSTOMER anticipates GRDA will need to take as a result of the installation and testing of the unit(s), and (3) the information in Attachment 1 for such unit(s). In the event that actions required to be taken by GRDA require more than two (2) years to complete, the commercial operation date of the new or additional units shall be delayed until GRDA's actions are completed. GRDA shall make commercially reasonable efforts to complete its actions within two (2) years but shall not be in default hereunder if unable to do so for reasons beyond GRDA's control.

2.4 CUSTOMER shall install and maintain the protective devices and equipment (relays, circuit breakers, etc.) required to promptly disconnect and isolate the Facilities from the GRDA system and to minimize any adverse effects on the GRDA system resulting from a fault or other problem originating with the Facilities. All such protective devices and equipment, including the design, installation and checkout of same, shall be subject to review and acceptance by GRDA. All settings and ratings for protective devices and equipment installed for purposes of protecting GRDA and the GRDA system shall be subject to review and acceptance by GRDA. The maintenance requirements for the protective devices and equipment are subject to review and acceptance by GRDA. GRDA shall have no responsibility or liability to CUSTOMER resulting from GRDA's review and acceptance as provided herein, it being recognized and agreed that such review and acceptance is solely for the benefit of GRDA

2.5 CUSTOMER shall install one or more disconnect devices to electrically isolate the GRDA system from the Facilities. The disconnect device must be group-operated three-phased with external trip capabilities, and shall provide a visible air gap between the Facilities and the GRDA system in order to satisfy safety requirements for maintenance and repair work on GRDA's system. The disconnect device shall be designed to allow the application of safety grounds on the GRDA side of the disconnect device

2.6 The interconnection and operation of the Facilities in parallel with the GRDA system shall not cause any reduction in the quality of service provided by GRDA to its other customers. CUSTOMER shall not operate the Facilities or any part of CUSTOMER's system in a manner that will independently energize any part of the GRDA system except under emergency conditions with the authorization of GRDA

2.7 GRDA reserves the right to install, own and maintain one or more meters (including additional equipment that GRDA determines is reasonable or necessary to comply with SPP rules, protocols, guidelines and other similar requirements) on CUSTOMER's premises at or near the point(s) where CUSTOMER's generation is connected to CUSTOMER's system. Such metering shall be specified by GRDA, supplied at GRDA's cost, and for GRDA's use, and shall remain GRDA's property. GRDA may provide for the time synchronization of such generation metering with the metering for the associated Point(s) of Delivery. Customer shall coordinate with GRDA to provide reasonable access for the installation, testing and maintenance of GRDA's meters. Upon request, CUSTOMER shall provide easements reasonably required by GRDA to install such meter(s). If CUSTOMER desires information from GRDA's meter(s), CUSTOMER shall be responsible for all additional costs associated with obtaining information from GRDA's meter(s).

ARTICLE III. OPERATIONS

3.1 Prior to the parallel operation of the Facilities with the GRDA system, all applicable equipment modifications and/or additions shall be complete. GRDA may, in its discretion, perform an inspection of the Facilities to insure the proper installation and operation of the protective devices and equipment. The inspection may include, but shall not be limited to:

a) Verification of the proper operation of the protective schemes;
b) Verification that the proper voltages and currents are applied to the interconnection protective relays;
c) Verification of proper operation and settings of the interconnection protective relays;
d) Verification of proper voltage and phase rotation;
e) Trip testing of the breaker(s) tripped by the interconnection relays; and
f) Verification of the existence, installation, and proper operation of the three-phase group-operated disconnecting device between the CUSTOMER'S generation and the GRDA system.

3.2 Upon performance and acceptance of the pre-parallel inspection by GRDA, CUSTOMER shall be granted approval for operation of the Facilities in parallel with the GRDA system. Neither the inspection nor the granting of approval to operate in parallel shall serve to relieve CUSTOMER of any liability for injury, death or damage attributable to the negligence of CUSTOMER or operation of the Facilities nor shall it imply any liability on the part of GRDA.

3.3 Except as otherwise provided in this Agreement, CUSTOMER shall have no obligation to provide transmission service or ancillary services to GRDA. CUSTOMER shall deliver power and energy, including ancillary services, if any, that CUSTOMER has agreed to provide to GRDA at the Point of Delivery. CUSTOMER shall be deemed to deliver the power and energy provided to GRDA pursuant to this Agreement at the Point of Delivery regardless of the direction or magnitude of the net power flow through the metering associated with the Point of Delivery at the time. Nothing in this Agreement shall be deemed to obligate GRDA to provide or constitute GRDA providing transmission service or ancillary services to CUSTOMER or require CUSTOMER to purchase or constitute CUSTOMER's purchase of any transmission service or ancillary services from GRDA associated with the power and energy provided pursuant to this Agreement.

3.4 At no time shall CUSTOMER operate the Facilities in a manner that results in power flowing from CUSTOMER's system into GRDA's system without the express written approval of GRDA. In the event that CUSTOMER fails to satisfy the foregoing obligation at any time, GRDA may, in its sole discretion, install a reverse power relay at or near the applicable Point of Delivery (as that term is defined in the GRDA-Customer Contract). CUSTOMER shall reimburse GRDA for the total cost, including overheads, for installation of the reverse power relay and associated equipment

3.5 a) There may be conditions under which GRDA may request that CUSTOMER operate the Facilities to sell energy to GRDA. In such cases, GRDA shall submit its request to CUSTOMER by telephone or such other method as GRDA and CUSTOMER may agree. CUSTOMER shall make a good faith effort to comply with GRDA's request. CUSTOMER and GRDA shall agree on the price per MWh for energy to be supplied by CUSTOMER to GRDA. In the event that CUSTOMER is unable to fully comply with GRDA's request, CUSTOMER shall promptly notify GRDA of the extent to which CUSTOMER is able to comply with GRDA's request.

b) To the extent that CUSTOMER complies with GRDA's request, GRDA shall reimburse CUSTOMER for the net energy generated by CUSTOMER for GRDA at the price per MWh as agreed upon by CUSTOMER and GRDA at time of purchase. The net energy generated by CUSTOMER for GRDA shall be the total energy generated by CUSTOMER from the Facilities as determined from GRDA meters, if any, installed at or near CUSTOMER's generation, less the energy previously scheduled in advance by CUSTOMER in accordance with Section 3.9, but not less than zero. If GRDA has not installed a meter at or near CUSTOMER's generation, CUSTOMER's meter may be used to estimate the amount of energy generated by CUSTOMER from the Facilities.

c) In addition, GRDA shall adjust the interval metering data for the applicable Metering Point(s) by algebraically adding to such data in each metering interval the amount of energy sold by CUSTOMER to GRDA in said metering interval pursuant to this Section 3.5, and such net adjusted data shall be deemed to be the electric power and energy requirements of CUSTOMER at the Metering Point(s) for purposes of the GRDA-Customer Contract.

3.6 Except as provided in Section 3.5, GRDA shall have no obligation to pay or credit CUSTOMER for the Facilities or for any power or energy flowing from CUSTOMER's generators to CUSTOMER's electric system or to GRDA's system.

3.7 CUSTOMER shall be solely responsible for compliance with all applicable laws, regulations, rules, protocols, guidelines, and other similar requirements as they relate to the Facilities. CUSTOMER shall be solely responsible for all transmission service, ancillary services, standby generation service, balancing energy, imbalance charges and any other similar charges under the SPP Transmission Tariff or costs incurred by GRDA, if any, associated with the Facilities or their operation, including charges assessed by SPP under any of its rules, protocols, guidelines, or other similar requirements for variations between scheduled generation and actual generation. Nothing in this Agreement shall be deemed to obligate GRDA to provide any of the foregoing services to CUSTOMER or require CUSTOMER to purchase any of the foregoing services from GRDA. Any such services shall be provided to CUSTOMER by GRDA only pursuant to a separate agreement.

3.8 CUSTOMER shall operate the Facilities in a safe and reliable manner in accordance with prudent utility practice and shall be solely responsible for complying with all applicable law, regulations, policies, procedures and rules, including but not limited to rules adopted by an Electric Reliability Organization, as that term is defined by the Federal Energy Regulatory Commission, the North American Electric Reliability Council and/or the Southwest Power Pool or their successors. CUSTOMER shall ensure that operation of the Facilities does not cause any adverse effects on the safety and reliability of GRDA's system. CUSTOMER shall indemnify and save harmless GRDA from and against any claims, damages, injuries, deaths, penalties, fines and other consequences resulting from or associated with the operation of the Facilities.

3.9 No later than 10:00 am on the day preceding any day that CUSTOMER plans to operate the Facilities, CUSTOMER shall provide GRDA with a written notice in the form of Attachment 2 setting forth CUSTOMER's best estimate of the hourly amounts of energy that CUSTOMER plans to generate from the Facilities, provided, however that CUSTOMER may submit revised schedules at any time with not less than 2 hours prior notice. CUSTOMER shall reimburse GRDA for the cost of energy purchased or generated by GRDA to replace scheduled energy not provided by the CUSTOMER, including any imbalance charges assessed by SPP resulting from variations between the schedules provided by CUSTOMER to GRDA and the actual generation from the Facilities, less the applicable energy charges assessed pursuant to Rate Schedule WPG – Wholesale Power Service with Customer Supplied Generation. CUSTOMER is encouraged to coordinate with GRDA's system dispatchers, particularly during startup and shutdown of generation included in the Facilities, to reduce such costs and charges. GRDA and CUSTOMER agree that there may be scheduled hours of generation from the Facilities where actual generation output could be increased or decreased for the benefits of both parties. To the extent that additional generation or reduced generation is beneficial to balance forecasted load and scheduled supply deliveries, CUSTOMER shall not incur imbalance charges from GRDA during such hours that actual generation deviates from scheduled generation at the request of GRDA. In the event that the Facilities are indirectly connected to the GRDA system through more than one Point of Delivery, CUSTOMER shall provide such notice for each Point of Delivery. Notwithstanding anything in this Agreement to the contrary, to the extent that GRDA incurs any costs, fees, penalties or other charges from a third party that are associated with CUSTOMER's operation of the Facilities, GRDA shall include such costs in its billing to CUSTOMER, and CUSTOMER shall reimburse GRDA for all such costs, fees, penalties or other charges.

3.10 Upon CUSTOMER's request, GRDA shall supply CUSTOMER with energy to be utilized by CUSTOMER to reduce output from its generating resources (Displacement Energy). Any such Displacement Energy shall be scheduled in advance pursuant to Section 3.9 and Attachment 2, Customer-Dispatched Generation Daily Schedule. Such Displacement Energy shall be provided by GRDA from GRDA's own generation or, if GRDA determines in good faith in its sole discretion, it does not have surplus energy available from its own generation, from other power supply sources, to the extent it can do so without impairing or endangering service to its other customers, including other electric systems with which it has firm commitments. When purchased by CUSTOMER, the quantity of Displacement Energy shall be limited to the sum of the rated capacity output of CUSTOMER'S generating units, as identified on Attachment 1 for each operational and readily available generating unit. Such service shall be made available and shall be paid in accordance with the Displacement Energy Rate Schedule that is attached hereto as Service Schedule DE (see Attachment 3) and made a part hereof.

3.11 a) CUSTOMER may, subject to GRDA's approval, which approval shall not be unreasonably withheld, and CUSTOMER satisfaction of all applicable SPP and NERC requirements, operate the Facilities for the purpose of selling energy to a third party. In such cases, CUSTOMER shall submit a request to GRDA no later than 9:00 am on the day preceding the commencement of such sale identifying the term of the sale, the amount of capacity and energy to be sold to the third party and the point of delivery where power is to be delivered to the third party. GRDA shall respond to CUSTOMER's request within a reasonable period of time of receipt of the request, but not later than 10:00 am on the day preceding the commencement of such sale.

b) Following GRDA's approval of CUSTOMER's request to sell power to a third party, CUSTOMER shall submit a schedule of the amount of energy to be delivered each hour by CUSTOMER to the point of delivery for sale to the third party.

c) GRDA shall adjust the interval metering data for the applicable Metering Point(s) by algebraically adding to such data in each metering interval the lesser of (i) the amount of energy scheduled by CUSTOMER for delivery to the third party or (ii) the total energy generated by CUSTOMER's from the Facilities as determined from GRDA meters, if any, installed at or near the CUSTOMER's generation, less the energy previously scheduled in advance by CUSTOMER in accordance with Section 3.9, but not less than zero, and such net adjusted interval metering data shall be deemed to be the Wholesale Full Requirements Service requirements of CUSTOMER at the Metering Point(s) for purposes of the GRDA-Customer Contract.

3.12 Nothing in this Agreement shall be deemed to limit CUSTOMER's ability to own, install or operate electric generating facilities that are not operated in parallel with the GRDA system; provided, however, that CUSTOMER shall not isolate any part of its load from the GRDA system except under emergency conditions when and to the extent that GRDA is not able to serve all of CUSTOMER's load.

ARTICLE IV. DEFAULT

4.1 A party will be in default under this Agreement if the party fails to perform any of its material obligations under this Agreement and such default continues for thirty (30) days after notice thereof from the non-defaulting party is received, specifying the event of default; provided, however, that such period shall be extended for an additional reasonable period if a cure cannot be effected within thirty (30) days and if corrective action is instituted by the defaulting party within the thirty (30) day period and so long as such action is diligently pursued until such default is corrected. In the event the defaulting party does not satisfy the foregoing obligations regarding cure of the default, the non-defaulting party may, in addition to other rights to which it may be entitled, terminate this Agreement immediately upon notice to the defaulting party. Failure of actual generation from the Facilities to match the schedule provided by GRDA shall not constitute a default under this Section 4.1.

4.2 If a default has a material adverse effect on GRDA's service to its other customers or results in conditions that GRDA reasonably determines pose an unacceptable safety or reliability risk, including a default under Sections 2.4, 2.5 or 2.6, GRDA may require that CUSTOMER isolate the Facilities from GRDA's system. Such isolation shall be in addition to and not in lieu of any other rights of GRDA under this Agreement.

4.3 For those material obligations that are not continuous in nature, a default shall be deemed to exist upon the third occurrence of CUSTOMER's failure to satisfy its obligations hereunder within any continuous period of twelve (12) months.

ARTICLE V. MISCELLANEOUS

5.1 CUSTOMER expressly agrees to indemnify and save harmless and defend GRDA, and its directors, officers, employees, agents and assigns, from and against any claim, demand, cost or expense arising out of CUSTOMER's design, installation, maintenance and operation of the Facilities; provided, however, that such claim, demand, cost or expense is not attributable to GRDA's sole negligence or willful misconduct with respect to the operation of its system, and further provided that CUSTOMER has sole charge and direction of any such claim, suit or action and of all negotiations for settlement. At CUSTOMER's expense, GRDA agrees to render all reasonable assistance which may be required by CUSTOMER. Without limiting the generality of the foregoing indemnity, CUSTOMER shall pay all fees and costs associated with defense or any such claim and any damages awarded in respect thereof. If CUSTOMER believes that any claim falls within the foregoing exceptions for claims based upon GRDA's sole negligence or willful misconduct, CUSTOMER will advise GRDA at the time defense of such claim is tendered to CUSTOMER and GRDA shall have responsibility for defense of such claim against it. If, in any case falling within the provisions of the preceding sentence, it is determined that the damage or loss in question was not caused by the sole negligence of GRDA or GRDA's willful misconduct, CUSTOMER shall pay any judgment entered against GRDA upon GRDA's demand that it do so and shall reimburse GRDA for all fees and costs incurred in connection with the defense of such claim. The provisions of this indemnity shall apply to the fullest extent permitted by law.

5.2 To the extent allowed by Oklahoma law, in no event shall either party be liable to the other party with respect to any claim arising out of this Agreement whether such claim is based on contract, tort or otherwise for any punitive, exemplary, or consequential damages, including without limitation, for liability based upon or damages for loss of profits.

5.3 This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association, or entity other than the parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the parties to this Agreement, their successors in interest or assigns.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement.

ATTEST	**GRAND RIVER DAM AUTHORITY**
______________________	By: ______________________
By: ______________________	Title: ______________________
Title: ______________________	Date: ______________________
ATTEST:	**CUSTOMER**
______________________	By: ______________________
By: ______________________	Title: ______________________
Title: ______________________	Date: ______________________

Attachment 1

Customer-Dispatched Generation Information Form

This form should be completed for each generating unit which is installed and operated for one-way power flow, local load reduction and load management pursuant to the GRDA-Customer Contract.

GENERATOR SITE INFORMATION:

- Customer-Owner: ____________________
- Name of Generator Site: ____________________
- Address/Description: ____________________
- Generator In-Service Date: ____________________
- Point of Delivery: ____________________

GENERATOR DATA:

- Unit Number: ____________ Phases: ____________
- Manufacturer: ____________ Model: ____________
- Rated Output of Generator: ________kW
- Rated Voltage: ________kV
- ____________ kVA @ Power Factor: ________%
- Fuel or Energy Source: ____________________
- Prime Mover for Generation: ____________________
- Date of Manufacture of Unit:____________

ADDITIONAL COMMENTS:

____

____

____

A one line diagram and detailed specification sheet for each component (generator, step-up transformer, cables, overhead lines, etc.) from the Point of Delivery (as that term is defined in the GRDA-Customer Contract) to the generating unit should be included. This information is needed for short circuit analysis and any necessary protective relay setting calculations.

Completed by: ____________________ **Date:** ____________

Attachment 2
Customer-Dispatched Generation Daily Schedule

Customer - ______________________________

Date – ______________________________

	If Applicable								
Hour Ending	GRDA Offering Price/MWh	Displacement Energy Schedule MWh	Total Displacement Energy Price		Generation Schedule MWh	Generation Actual MWh	Difference between Schedule/Actual MWh	Difference Price/MWh	Total Difference Energy Price
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
Total									

Attachment 3

DISPLACEMENT ENERGY
SERVICE SCHEDULE DE

AVAILABILITY:
Displacement energy is available only to displace energy from electric generation facilities owned and operated by Cushing, Stillwater and Coffeyville as of July 1, 2007.

CAPACITY LIMIT:
The capacity limit for calculating the amount of Displacement Energy a Wholesale Municipal customer may purchase is equal to the rated output of the Customer's operational generating facilities during the period of the Displacement Energy purchase.

If Customer desires to purchase Displacement Energy to enable removing a unit from service for the purpose of maintenance or inspection, the capacity of the unit may be included in the alternate dependable generating capacity only for a predetermined time frame agreed to by GRDA

SOURCE:
Displacement Energy shall be non-firm energy generated by GRDA resources, if available, and it shall be the first to be eliminated in deference to any GRDA system load increases. Once dropped from GRDA generation resources, the Displacement Energy will be supplied from power purchased from outside sources.

PRICE:
GRDA shall, by 9:00 a.m. CPT, provide an hourly offering price for each hour of the following day. The hourly offering price will be determined by GRDA by taking into consideration GRDA's resource capabilities, projected system load, and the day ahead market price. By submitting a schedule in the form of Attachment 2 for Displacement-Energy, CUSTOMER agrees to the hourly offering price for each applicable hour.

GRDA shall establish hourly offering prices in accordance with (i) if GRDA resources are expected to be available the hourly price shall be based on projected incremental production cost plus 5 mills per kWh or (ii) if GRDA resources are not expected to be available and GRDA in good faith anticipates purchasing power from outside sources to supply Displacement Energy, the offering price shall be based on the estimated hourly market price, including transmission and losses, if any, plus 5 mills per kWh. GRDA shall invoice CUSTOMER for the Displacement Energy as scheduled and delivered at the offering price. The offering price will be final, regardless of GRDA's actual costs.

CHANGES TO RATE SCHEDULE:
The terms and charges in this rate schedule may be changed by GRDA from time to time as provided by the "Grand River Dam Authority Act" (82 O.S. § 861, et seq., as amended).

Exhibit F

[Reserved]

Exhibit G

[Reserved]

Exhibit H

Large Load Agreement

CPWA Meeting of May 4, 2026

Motion by:___________ **Second by: __________**

I move that we adjourn.

Meeting adjourned at:_______

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

Council Meeting of May 4, 2026

Meeting called to order by ___Mayor Long______________________

Time: ______

Roll Call:

Council Members Present:

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

Others Present:

____

____

____

____

____

____

Council Meeting of <u>May 4, 2026</u>

Motion by: __________ **Second by: __________**

I move that the agenda for the Claremore City Council Regular meeting of May 4, 2026 be (Approved/Rejected) as written.

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

Claremore City Council

Regular Meeting Agenda
May 4, 2026 6:00 P.M.

City Hall Council Chambers, 104 S. Muskogee Avenue

CALL TO ORDER

ROLL CALL

ACCEPTANCE OF THE AGENDA

ITEMS UNFORSEEN AT THE TIME AGENDA WAS POSTED

MAYOR'S REPORT & APPOINTMENTS

AWARDS/PRESENTATIONS/COMMUNICATIONS

STAFF REPORTS

CURRENT BUSINESS

(1) Approve/Reject the following consent items:

- **(a)** Minutes of the Regular Council Meeting on April 20, 2026.
- **(b)** All claims as printed.
- **(c)** Actual salary claims for pay periods ending **March 28, 2026 in the amount of $694,187.72 and April 11, 2026 in the amount of $690,055.00** and estimated salary claims to include contractual agreements for Fire Union Dues, Flexible Spending Accounts, Life Insurance, Fire Pension, Police Pension, Oklahoma Municipal Retirement Fund, Supplemental Vision, and Short/Long Term disability plans, and United Way Contributions for the next pay period in the amount of $675,000. Payroll at $675,000 amount to include payables.
- **(d)** Ratification of the collective bargaining agreement between the City of Claremore and the Claremore Police Union FOP #112 for FY2026-2027.

(2) Public hearing for the purpose of providing information, including an analysis of potential positive or negative impacts, and answering questions regarding the proposed Mustang Data Center Economic Development Project Plan.

(3) Discussion and possible action on Ordinance No. 2026-____, requesting a zoning change from R-SF5 (Residential Single-Family 5 District) to MF-2 (Multi-Family 2) on a tract of land located in the South Side Addition to the City of Claremore, Rogers County, Oklahoma, according to the recorded plat thereof **(Kyle Clifton).**

(4) Discussion and possible action on Ordinance No. 2026-____, requesting a zoning change from R-SF10 (Residential Single-Family 10 District) & MF-2 (Multi-Family 2 District) to R-SF10 (Residential Single-Family 10 District) & MF-2 (Multi-Family 2 District) with a Supplemental PUD on a tract of land located in Government Lot 6 and Government Lot 7 of Section 6, Township 21 North, Range 16 East of the I.B.&M., Rogers County, Oklahoma, according to the U.S. Government survey thereof **(Kyle Clifton).**

ADJOURNMENT

POSTED ON CITY HALL BULLETIN BOARD
DATE: May 1, 2026 TIME: __________ BY: Lisa M. Rogers

Council Meeting of May 4, 2026

MAYOR'S REPORT & APPOINTMENTS

AWARDS/PRESENTATIONS/COMMUNICATIONS

STAFF REPORTS

Council Meeting of May 4, 2026

Motion by:__________ **Second by: __________**

I move that the City Council (Approve/Reject) the following consent items:

(a) Minutes of the Regular Council Meeting on April 20, 2026.

(b) All claims as printed.

(c) Actual salary claims for pay periods ending March 28, 2026 in the amount of $694,187.72 and April 11, 2026 in the amount of $690,055.00 and estimated salary claims to include contractual agreements for Fire Union Dues, Flexible Spending Accounts, Life Insurance, Fire Pension, Police Pension, Oklahoma Municipal Retirement Fund, Supplemental Vision, and Short/Long Term disability plans, and United Way Contributions for the next pay period in the amount of $675,000. Payroll at $675,000 amount to include payables.

(d) Ratification of the collective bargaining agreement between the City of Claremore and the Claremore Police Union FOP #112 for FY2026-2027.

Cottom _____ Callender _____ Bowlby _____

Fellman _____ Long _____ McSpadden _____

Michael ______ Bruckerhoff ______ Erwin ______

Minutes of the Claremore City Council Regular Meeting
Claremore, Oklahoma April 20, 2026
City Hall Council Chambers, 104 S. Muskogee Ave., Claremore, OK

CALL TO ORDER

Meeting called to order by Deputy Mayor Herb McSpadden at 6:04 P.M.

Deputy Mayor McSpadden asked City Clerk Sarah Sharp to call the role and note that members are present/absent as indicated below:

Present: Melissa Cottom, Josh Fellman, Justin Michael, Brian Callender, Jonathan Bruckerhoff, Holly Bowlby, Herb McSpadden, Lindsey Erwin
Absent: Debbie Long
Staff Present: John Feary, Adam Heavin, Sarah Sharp, Gary Robertson, Kyle Clifton

ACCEPTANCE OF THE AGENDA

Motion by Bowlby, second by Bruckerhoff that the agenda for the Regular Claremore City Council meeting of April 20, 2026 be approved as written. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

MAYOR'S REPORT & APPOINTMENTS

AWARDS/PRESENTATIONS/COMMUNICATIONS

STAFF REPORTS

CURRENT BUSINESS

(1) Approve/Reject the following consent items:

- **(a) Minutes of the Regular Council Meeting on April 6, 2026.**
- **(b) All claims as printed.**
- **(c) Actual salary claims for pay periods ending March 14, 2026 in the amount of $670,072.42 and estimated salary claims to include contractual agreements for Fire Union Dues, Flexible Spending Accounts, Life Insurance, Fire Pension, Police Pension, Oklahoma Municipal Retirement Fund, Supplemental Vision, and Short/Long Term disability plans, and United Way Contributions for the next pay period in the amount of $675,000. Payroll at $675,000 amount to include payables.**
- **(d) Approval of the April Power Cost Adjustment (PCA) of 0.027342.**

Motion by Fellman, second by Bruckerhoff to approve the consent items as listed. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

(2) Discussion and possible action on a lease agreement with the Oklahoma Department of Transportation (ODOT) on a tract of land in Section 19, Township 21 North, Range 16 East of the I.B.&M., Rogers County, Oklahoma (Kyle Clifton).

Motion by Erwin, second by Bowlby to approve the lease agreement with ODOT on a tract of land in Section 19, Township 21 North, Range 16 East of the I.B.&M., Rogers County, Oklahoma. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

(3) Discussion and possible action to grant an exception to Article VIII, Section 2 (2.2)(8)(C)(i) of the City of Claremore Unified Development Code to allow parking in the front of a proposed building currently located at the northwest corner of South Owalla Avenue and West 1st Street South (Kyle Clifton).

Motion by Fellman, second by Bruckerhoff to approve the exception to Article VIII, Section 2 (2.2)(8)(C)(i) of the City of Claremore Unified Development Code to allow parking in the front of a proposed building currently located at the northwest corner of South Owalla Avenue and West 1st Street South. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

(4) Discussion and possible action to grant an exception to Article VIII, Section 2 (2.2)(8)(C)(i) of the City of Claremore Unified Development Code to allow parking in the front of a proposed building currently located at the northwest corner of East Will Rogers Boulevard and North Lavira Avenue (Kyle Clifton).

Motion by Erwin, second by Bowlby to approve the exception to Article VIII, Section 2 (2.2)(8)(C)(i) of the City of Claremore Unified Development Code to allow parking in the front of a proposed building currently located at the northwest corner of East Will Rogers Boulevard and North Lavira Avenue. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

(5) Discussion and possible action to grant an exception to Article VIII, Section 2 (2.2)(8)(C)(i) of the City of Claremore Unified Development Code to allow parking in the front of a proposed building currently located at the southwest corner of South Brady Street and West Oak Street (Kyle Clifton).

Motion by Fellman, second by Erwin to approve the exception to Article VIII, Section 2 (2.2)(8)(C)(i) of the City of Claremore Unified Development Code to allow parking in the front of a proposed building currently located at the southwest corner of South Brady Street and West Oak Street. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

(6) Discussion and vote to Approve/Reject entering into executive session to discuss the following items:

(a) For the council to confer on matters pertaining to economic development, including the transfer of property, where public disclosure of the matter discussed would interfere with the development of products and services and public disclosure would violate the confidentiality of the business. OKLA. STAT. tit. 25 Section 307(C)(11).

(b) The employment and compensation of the City Manager as authorized by OKLA. STAT. tit. 25, § 307(B)(1).

Motion by Fellman, second by Bruckerhoff to approve entering into executive session. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried. Time in: 6:09 p.m.

(7) Vote to return to regular session.

Motion by Fellman, second by Bowlby to approve returning to open session. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried. Time out: 7:13 p.m.

(8) Statement of executive session minute.

Items (6)(a) and (6)(b) were discussed. No other items were discussed and no action was taken. All council members present for the meeting were present for executive session. The City Manager was present for the discussion for item (6)(a).

(9) Discussion and possible action on the employment and compensation of the City Manager.

Motion by Erwin, second by Bruckerhoff to approve giving the City Manager notice by May 1st if his contract is to not be extended. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

ADJOURNMENT

Motion by Michael, second by Erwin to adjourn. Roll call vote: Cottom, yes; Fellman, yes; Michael, yes; Callender, yes; Bruckerhoff, yes; Bowlby, yes; McSpadden, yes and Erwin, yes. Motion carried.

Meeting adjourned at 7:16 P.M.

Sarah Sharp

Sarah Sharp, MMC
City Clerk

City of Claremore
City Council Agenda Item

DATE:	April 27, 2026
FROM/NAME:	Steve Cox
DEPARTMENT:	Police Department
ITEM:	Ratify the collective bargaining agreement between the City of Claremore and FOP #112 that was approved initially for FY25-26.
BACKGROUND:	The City of Claremore has a multi-year collective bargaining agreement with the FOP #112 for FY2025-2026, FY2026-2027, and FY2027-2028. Each year it is approved and ratified by both parties. The FOP approved it April 22, 2026.
FUNDING/COST	
BUDGETED ITEM/ ACCOUNT:	
TIME FRAME:	Starts July 1, 2026
RECOMMENDATIONS:	Staff recommends approval.
ACTION NEEDED:	Ratification of the collective bargaining agreement between the City of Claremore and FOP #112.
PUBLIC NOTIFICATION:	May 4, 2026 Agenda Posting

Council Meeting of May 4, 2026

Public hearing for the purpose of providing information, including an analysis of potential positive or negative impacts, and answering questions regarding the proposed Mustang Data Center Economic Development Project Plan.

MUSTANG DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

A Project Plan under the Oklahoma Local Development Act, 62 O.S. §§ 850–869

PREPARED BY:

The City of Claremore, Oklahoma

Date Recommended for Approval by Review Committee: ________, 2026
Date Recommended for Approval by Planning Commission: ________, 2026
Date Adopted by City Council: ________, 2026

WITH THE ASSISTANCE OF:

CENTER FOR ECONOMIC DEVELOPMENT LAW
301 North Harvey, Suite 200
Oklahoma City, Oklahoma 73102
(405) 232-4606
www.econlaw.com

TABLE OF CONTENTS

MUSTANG DATA CENTER
ECONOMIC DEVELOPMENT PROJECT PLAN

I. INTRODUCTION

A leading U.S.-based data center developer, acting through a subsidiary entity, Quartz Mountain Properties, LLC (the "**Company**"), has proposed to develop a data center campus in the City of Claremore, Oklahoma (the "**City**"). The proposed development will consist of at least one (1) phase and may consist of up to three (3) phases, with each phase estimated to have a private investment of at least $1 billion. This Project Plan contemplates incentives to the Company for each phase of development to help offset its costs of development, including costs of infrastructure and utility capacity required to serve the data center development. In exchange, the local taxing jurisdictions and the City will receive certain annual payments from the Company, as provided below. These additional sources of funding to such taxing jurisdictions will bolster the economic development initiatives of the City, contribute to the financing of vital public infrastructure needs, and fulfill the capital and operational needs essential to the City's growth.

II. PROJECT DESCRIPTION

This **"Project Plan,"** adopted under the Local Development Act, 62 O.S. § 850, *et seq.* (the **"Act"**), is designed to provide the economic incentives necessary to stimulate at least One Billion Dollars ($1,000,000,000) in initial private investment by the Company in the City for the first Phase with the potential for two (2) additional phases of development of similar magnitude (the **"Project"**). The Company develops and operates data centers and intends to develop a data center campus within the Project Area (as defined below).

The Company intends to proceed with the Project in one or more phases. The term "**Phase**" as used herein refers to all new investments in real and personal property within an Incentive District. Each developed Phase will include at least one data center (each a "**Data Center**"), together with certain ancillary buildings, structures and infrastructure that support or are related to the data center campus operations, including but not limited to, utility buildings, structures, appurtenances and office buildings. The precise number and size of Data Centers are subject to change.

Each Phase of the Project will be undertaken in accordance with this Project Plan and the terms of a Tax Incentive Agreement, between the Company, the City, and the other Taxing Entities (defined below), as it may be supplemented or amended from time to time (the "**Tax Incentive Agreement**"). The Tax Incentive Agreement will establish a mutually beneficial relationship to implement long-term obligations of the parties and incentivize implementation.

Using the tools of the Act to create three (3) tax incentive districts (the "**Incentive Districts**"), the City aims to ensure that the Project occurs within its jurisdictional boundaries. In addition to stimulating new private investment, this Project Plan also aims to ensure that one or more of the Taxing Entities receive direct revenue as a result of the Project in the form of annual payments in lieu of taxes ("**PILOT Payments**") for each Data Center developed, as further described in Section X.B. herein and in the Tax Incentive Agreement. Because of the potential scope of the Company's investment, the Project is likely to promote further private investment and economic development from related businesses throughout the area, including new businesses that locate to the area and existing local businesses that supply goods, labor, or services to the Project.

The combination of increased revenue to local taxing entities and economic development from the Project is likely to enhance the value of other real property in the area and to promote the general public interest.

III. BOUNDARIES OF PROJECT AREA AND INCENTIVE DISTRICTS

A. The **"Project Area"** is the area in which Project activities will take place, and includes, without limitation, the approximately 255 acres of land located in the City where the Project will be developed, and as more particularly described below and in **Exhibit B** attached hereto ("**Project Area**"). The Project Area is divided into three (3) Incentive Districts, which are the geographic areas wherein the tax incentives described herein will be provided. All Phases will be located within the Incentive Districts. The boundaries of the three Incentive Districts are coextensive with the boundaries of the Project Area.

B. Depictions of the Project Area and each Incentive District are included in **Exhibit A** to this Project Plan. The Project Area is generally located northwest of South Highway 66 Expressway. The Project Area includes all property, except as otherwise noted, within parcel numbers 660099038, 330097639, 660102259, 660102258, 660028406, 660028407, 660023807, 660094705, 660094079, 660093476, 660082399 (partial, above N Cieda Dr.), 660084340 (partial, above N Cieda Dr.), 660084915 (partial, above N Cieda Dr.), and 660087801(partial, above N Cieda Dr.). Detailed legal descriptions of the boundaries of the Project Area and each Incentive District are included in **Exhibit B** to this Project Plan.

IV. ELIGIBILITY

To establish a tax incentive district, Section 856(B)(4)(a) of the Act requires the City to establish that the proposed Project Area (which includes the Incentive Districts) is (1) a reinvestment area, (2) a historic preservation area, (3) an enterprise area, or (4) a combination of any of the foregoing. The entirety of the Project Area is a reinvestment area, as defined by the Act. Significant public and private improvements are necessary within the Project Area to reverse economic stagnation and decline, to serve as a catalyst for expanding employment, to attract the Project's investment, and to preserve and enhance the tax base.

V. OBJECTIVES

The principal objectives of this Project Plan are:

A. To attract the Project and the accompanying investment and development to the City, which would not occur without the tax incentives described in this Project Plan.

B. To generate new revenues for Sequoyah School District No. I-6 ("**Sequoyah Public Schools**"), Oologah-Talala School District No. I-4 ("**Oologah Public Schools**"), Oologah-Talala Emergency Medical Services ("**OTEMS**"), Northeast Technology Center District No. 11 ("**Northeast Tech**"), Rogers County (the "**County**"), Rogers County Fair (the "**Fair**"), and Rogers County Health Department (the "**Health Department**") (each a "**Taxing Entity**", and, collectively, the "**Taxing Entities**") in the form of annual PILOT Payments for each Data Center developed as part of the Project, in accordance with Section X.B.1. and as more particularly described in the Tax Incentive Agreement.

C. To generate new revenues for the City through Community Betterment Payments (as defined below), in accordance with Section X.B.2., and as more particularly described in the Tax Incentive Agreement.

D. To stimulate economic growth across the City, the County, and the greater regional area, fostering increased investment and long-term community prosperity.

E. To create and attract new temporary and permanent high-quality jobs to the community.

VI. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for this Project Plan, including all necessary, appropriate and supportive steps will consist principally of (i) providing tax incentives available under the Act to support the Project, which are designed to attract and expand investment and quality employment opportunities within the Project Area, (ii) administering this Project Plan, (iii) supporting and accelerating the economic development initiatives of the City, and (iv) enhancing the capabilities of the Taxing Entities to undertake economic initiatives and broader public benefits, as described in Section V.

VII. ESTABLISHMENT OF INCENTIVE DISTRICTS

A. This Project Plan creates three (3) Incentive Districts, identified herein as **Incentive Districts "A," "B," and "C,"** and as illustrated on **<u>Exhibit A</u>** attached hereto. Pursuant to 62 O.S. § 856(B)(2), the City Council of Claremore is authorized to defer determination of the effective date of each Incentive District; provided that the determination of the effective date of the Incentive Districts must be made effective within ten (10) years of the date of adoption of this Project Plan.

B. The effective date for the Incentive Districts shall be the earlier of: (i) January 1 following the completion of and placement in service of a Data Center within that respective Incentive District as evidenced by the issuance of the certificate of occupancy for the Data Center ("**Certificate of Occupancy**") or delivery of written notice by the Company to the City of substantial completion, or (ii) January 1 of the year in which the tenth anniversary of approval of the Project Plan occurs.

C. Each Incentive District shall have a term of twenty-five (25) years from its effective date ("**Term**"). For each Incentive District, all qualifying new investments in real and personal property in the Incentive District made after approval of this Project Plan and throughout its Term shall be afforded a one hundred percent (100%) exemption of the ad valorem taxes that would be due and owing on the real property and personal property in the Incentive District (the "**Tax Exemptions**").

D. Because the Project building plan is subject to change, if a Data Center is constructed that is located within the boundaries of more than one Incentive District, or if any other condition triggers a change to the lot configurations of the Project Area, then the City, the Taxing Entities, and Company intend to pursue the following: First, if an adjustment of the Incentive District boundaries can be made that would not result in an addition to an Incentive District constituting more than five percent of that Incentive District in accordance with 62 O.S. § 858(D), the City Council delegates to the City Manager the authority to administratively adjust the Incentive District boundaries via a minor amendment in accordance with Sections VIII.E and VIII.F herein. If such an adjustment of the Incentive District boundaries cannot be made, then the Tax Exemptions for all Incentive Districts in which the Data Center is located will be made effective on January 1 following the issuance of a Certificate of Occupancy or notice of substantial completion for the Data Center in accordance with Section VII.B. Any subsequently constructed qualifying Project structures, including Data Centers, that are completed within an Incentive District for which the effective date has already commenced, will be subject to the ad valorem tax exemption for the remaining Term of that Incentive District. The Company will pay an annual PILOT Payment for each Data Center constructed in accordance with Section X.B.1. and the Tax Incentive Agreement.

VIII. PROJECT AND INCENTIVE DISTRICT AUTHORIZATIONS

A. Principal Entity. The City of Claremore is designated and authorized as the principal public entity to carry out and administer the provisions of this Project Plan. The City is designated and authorized to exercise all powers necessary or appropriate thereto pursuant to 62 O.S. § 854, including all powers set forth in this Project Plan.

B. Additional Public Entity. The City may designate and authorize an additional public entity, including without limitation the Claremore Industrial and Economic Development Authority, a public trust, to exercise any powers necessary or appropriate to implementing this Project Plan, including borrowing and financing undertakings in support thereof, and to carry out any powers described in 62 O.S. § 854 except for those powers indicated in 62 O.S. § 854, paragraphs 1, 4, and 7, which are to be reserved by the City.

C. Tax Incentive Agreement. Within sixty (60) days of the adoption of this Project Plan, the Company shall enter into the Tax Incentive Agreement with the City and the Taxing Entities, which will satisfy the requirements of 62 O.S. § 865(A) and (B). The Tax Incentive Agreement shall provide for the joint and complementary endeavors of the parties with respect to the Project, certain authorizations under this Project Plan, the PILOT Payments, and the continuing efforts of the parties to stimulate and implement economic development activities for the benefit of the community. As further described in Section 11 of the Tax Incentive Agreement, the parties intend that the terms of the Tax Incentive Agreement will inure to the benefit of any Successor of Company, as that term is defined in the Tax Incentive Agreement. No Incentive District shall become effective until the Tax Incentive Agreement has been approved and executed by the City and the Taxing Entities.

D. Person in Charge. The City Manager, or the City Manager's successor in office or designee, shall be the person in charge of implementation of this Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in this Project Plan. The City Manager, or the City Manager's successor in office or designee, is authorized to empower one or more designees to exercise responsibilities in connection with Project implementation.

E. Implementation Authorizations and Delegation of Authority. The City Manager is authorized to provide such information, to execute, certify or furnish documents, and to take any measures necessary and incidental to carrying out the provisions of this Project Plan, and to make minor amendments to this Project Plan as provided in Section F of this Article and Section VII.D of this Project Plan.

F. Minor Amendments. The City reserves the right, acting through the lawfully delegated authority of the City Manager, to approve minor amendments to the Project Plan, as provided in 62 O.S. § 858(D), where desirable and appropriate to implement and achieve the objectives of this Project Plan, so long as any such amendment does not change the character or purpose of the plan. These minor amendments include adding to the area of any Incentive District, so long as the additions, considered on a cumulative basis during the twenty-five (25) year term of each Incentive District, do not exceed five percent (5%) of the area of the Incentive District.

IX. COSTS OF THE PROJECT AND THE PROJECT PLAN

The costs of the Project, including any required public infrastructure, will be funded by the Company, and would not occur without the incentive provided pursuant to this Project Plan.

X. PRIVATE AND PUBLIC INVESTMENTS EXPECTED FOR THE PROJECT, AND ASSOCIATED FINANCIAL IMPACTS

A. Projected Public and Private Investment. The total estimated private investment is expected to be at least One Billion Dollars ($1,000,000,000) for each Phase. The Company plans to develop up to one Phase in the near term and may develop up to two (2) additional Phases in the future. Private investment in the Project Area is expected to consist of the construction, operation, and maintenance of the Project. No public investment is anticipated or projected for the Project.

B. Projected Public Revenues. Pursuant to this Project Plan and the Tax Incentive Agreement, the Company shall remit to the Taxing Entities in existence as of the date the City Council approves this Project Plan an annual PILOT Payment for each Data Center for each year that the Data Center is exempt pursuant to a Tax Exemption as provided in this Project Plan.

1. PILOT Payments to Taxing Entities.

For each Data Center developed in the Project Area, the Company will make an annual PILOT Payment for each year that a Data Center is subject to the Tax Exemption (each, an "**Exemption Year**"), commencing in the year immediately following the year in which a Certificate of Occupancy or notice of substantial completion is issued for a Data Center per Section VII.B (the "**PILOT Commencement Year**") until the last year of the Term of the applicable Incentive District. The initial annual PILOT Payment for each Data Center shall be determined based on the size of the Data Center (the "**Calculated PILOT Payment**"), with the annual Calculated PILOT Payment equal to the square footage of the Data Center multiplied by $4.75, as exemplified in the following chart:

Approx. Square Footage of Data Center	**Calculated PILOT Payment** ($4.75/SF)
200,000	$950,000
300,000	$1,425,000
400,000	$1,900,000
500,000	$2,375,000
600,000	$2,850,000
700,000	$3,325,000
800,000	$3,800,000
900,000	$4,275,000
1,000,000	$4,750,000
1,100,000	$5,225,000

The Calculated PILOT Payment will be remitted to the Taxing Entities, with the "**Share of Total Calculated PILOT Payment**" based generally on the proportional share of property tax levies corresponding to the Taxing Entities in effect for tax year 2025 in the applicable Incentive District as set forth in the tables below. Taxing entities with property tax levies that are not in effect until after tax year 2025 are not entitled to Calculated PILOT Payments. Incentive District A will be located on the east side of the Project Area, Incentive District B will be located in portions of both the east and west sides of the Project Area, and Incentive District C will be located on the west side of the Project Area, with proportional sharing of Calculated PILOT Payments as indicated by the tables below.

Taxing Entity (East Side; Incentive Districts A and portion of B)	Share of Total Calculated PILOT Payments
Sequoyah School District No. I-6	75.13%
Northeast Technology Center District No. 11	12.16%
Rogers County	10.8%
Rogers County Fair	0.25%
Rogers County Health Department	1.66%
Total	**100%**

Taxing Entity (West Side; Incentive Districts C and portion of B)	Share of Total Calculated PILOT Payments
Oologah-Talala School District No. I-4	71.66%
Oologah-Talala Emergency Medical Services	4%
Northeast Technology Center District No. 11	11.9%
Rogers County	10.57%
Rogers County Fair	0.24%
Rogers County Health Department	1.63%
Total	**100%**

After the first annual payment for a Data Center, the Calculated PILOT Payment to each Taxing Entity will increase by one percent (1.00%) each year.

2. Community Betterment Payments.

Pursuant to this Project Plan and the Tax Incentive Agreement, the Company shall make an annual payment to the City, herein a "Community Betterment Payment", for the first

Data Center of the Project, beginning in the PILOT Commencement Year. The annual Community Betterment Payment shall be Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00). The City will use the proceeds of such Community Betterment Payments to fund economic development endeavors that will bring greater economic opportunity to City and regional residents.

C. Job Creation. Pursuant to the Tax Incentive Agreement, the Company anticipates creating approximately thirty-five (35) direct, high quality jobs in Phase 1, with a minimum average annual salary of approximately $75,000, exclusive of benefits. For each subsequent Phase, the Company anticipates an increase in full-time jobs at approximately the same average salary, all in accordance with the terms of the Tax Incentive Agreement.

D. Financial Impact on Taxing Jurisdictions. In general, each potential Phase of the Project is likely to result in a modest increase in demand for services from the affected Taxing Entities. Thus, for instance, each potential Phase may result in modest increases in enrollment in the school districts and demands for Health Department services. However, any new costs are likely to be substantially outweighed by the Calculated PILOT Payments described in Section X.B.1. herein, as well as from the direct and indirect economic development that may result from the Project.

With respect to Sequoyah Public Schools and Oologah Public Schools in particular, exempted valuation increases associated with the Project will not cause a reduction in the calculation of state school aid. The Oklahoma State School Aid formula specifically excludes any such increased valuation within active Incentive Districts in calculating chargeable income in both Foundation Aid and Salary Incentive Aid. Such exempted values also are excluded from the valuations used to set debt limitations and sinking fund levies (for all taxing jurisdictions, not just school districts).

E. Economic Impacts on Business Activities. The Project is expected to have positive economic impacts on business activities within the Project Area. These benefits will be amplified by the strategic use of eligible Project Costs to spur economic growth and achieve the objectives of this Project Plan. The relatively low number of permanent jobs created for the Project will minimize any potential adverse financial impacts. The Project will support hundreds of construction jobs and drive significant expenditures with local contractors during both the construction and the operation of each Phase, further boosting payroll and income in the region. This economic activity will produce positive economic impacts, fostering further business growth and stimulating additional economic development opportunities. In addition, the Project Plan revenues will enable the City to enhance quality of life by accelerating economic development activities.

XI. ECONOMIC DEVELOPMENT FINANCING AND REVENUE SOURCES

The City will plan, approve, finance, and implement public funding initiatives and economic development activities utilizing funding sources created by the undertaking of this Project Plan, as approved by City Council.

A. Financing Revenue Sources. The private costs of the Project, including any privately funded public improvements, will be funded entirely by Company, and would not occur without the incentives provided pursuant to this Project Plan.

B. Financial Reports and Audits. The activities undertaken by the City pursuant to this Project Plan shall be accounted for and publicly reported by the appropriate and necessary annual fiscal year audits and reports. Annual reports on the operation of each Incentive District shall be prepared and submitted by the City to the Oklahoma Department of Commerce and each Taxing Entity pursuant to 62 O.S. §§ 860(F) and 867(B). A summary of these annual reports shall be published in a newspaper of general circulation in the City of Claremore, as required by 62 O.S. § 867(C).

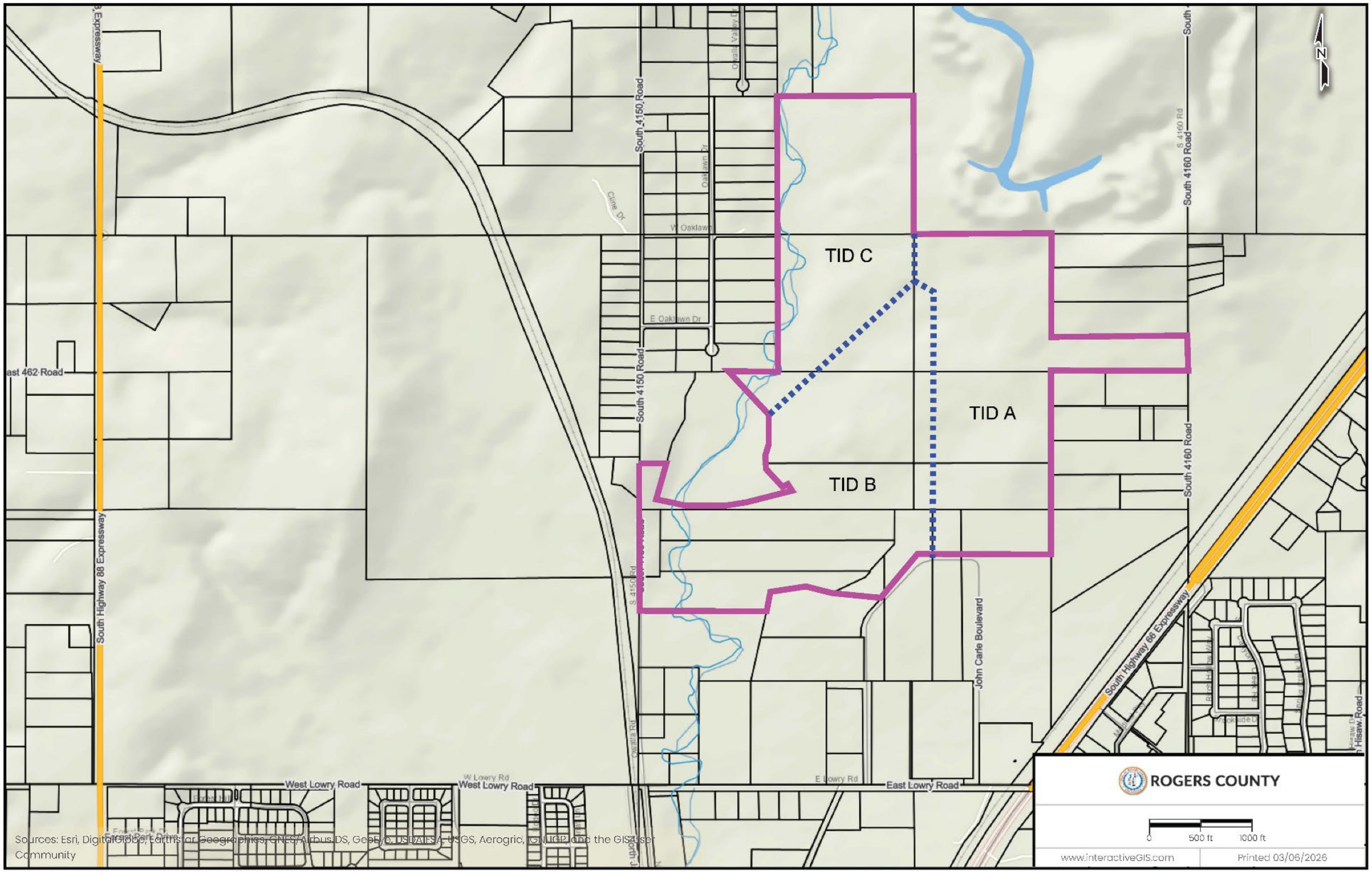
C. Other Necessary and Supporting Costs. The City (subject to approval by the City Council) is authorized to designate a trust to issue bonds (including lease-revenue bonds) and notes and to apply for and obtain grants from other sources for costs incurred or to be incurred in connection with the Project Plan and the economic development initiatives that may be financed pursuant to this Project Plan.

LAND USE

A. Current land uses and conditions of the real property in the Project Area are shown on the map attached as **Exhibit C**, "Existing Uses and Conditions." The proposed improvements to and the proposed uses of the Project Area are described on **Exhibit D**, "Proposed Improvements and Uses."

B. There are no proposed changes in zoning associated with the Project.

EXHIBIT A: DEPICTION OF PROJECT AREA AND INCENTIVE DISTRICTS



Project Area is delineated in solid pink outline. Each Incentive District is labelled within the Project Area and delineated by a blue dotted line.

EXHIBIT B: PROJECT AREA AND INCENTIVE DISTRICT LEGAL DESCRIPTIONS

Project Area Legal Description

The Project Area can be described, simply, as the full area coextensive with the boundaries of all three Incentive Districts listed below.

Incentive District Legal Descriptions

Incentive District A:

All that part of a tract of land lying in the East half (E 1/2) of Section Thirty-Three (33), Township Twenty-Two (22), Range Sixteen (16) East of the Indian Base and Meridian, Rogers County, Oklahoma, more particularly described by Gregory Chad Weller, Oklahoma PLS-2075 of Olsson, LS-114, on March 24, 2026, as follows:

BEGINNING at the Northwest corner of the Northeast Quarter (NE 1/4) of Section Thirty-Three (33), Township Twenty-Two (22) North, Range Sixteen (16) East; thence on the North line of the Northeast Quarter (NE 1/4) of said Section North 88 degrees 44 minutes 12 seconds East a distance of 1,319.40 feet to a point; thence departing said line South 01 degrees 29 minutes 57 seconds East a distance of 990.28 feet to a point on the North line of the South Half (S 1/2) of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section; thence on said line North 88 degrees 20 minutes 55 seconds East a distance of 1,319.80 feet to a point on the East line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section; thence departing said South line on said East line South 01 degrees 29 minutes 57 seconds East a distance of 330.09 feet to a point, said point being the Southeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section; thence departing said line on the North line of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) South 88 degrees 20 minutes 55 seconds West a distance of 1,319.65 feet to a point, said point being the Northeast corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4); thence departing said line South 01 degrees 29 minutes 54 seconds East a distance of 1,319.92 feet to a point, said point being the Northwest corner of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section; thence departing the South line of the Northeast Quarter (NE 1/4) South 01 degrees 29 minutes 54 seconds East a distance of 448.49 feet to a point; thence South 88 degrees 35 minutes 49 seconds West a distance of 1,067.90 feet to a point; thence North 01 degrees 35 minutes 00 seconds West a distance of 2,439.01 feet to a point; thence North 69 degrees 00 minutes 50 seconds West a distance of 268.28 feet to a point on the West line of said Northeast Quarter (NE 1/4); thence on said line North 01 degrees 30 minutes 50 seconds West a distance of 550.82 feet to the POINT OF BEGINNING.

Contains 3,891,301 Square Feet, or 89.3320 Acres, more or less.

Incentive District B:

All that part of a tract of land lying in Section Thirty-Three (33), Township Twenty-Two (22) North, Range Sixteen (16) East of the Indian Base and Meridian, Rogers County, Oklahoma, more particularly described by Gregory Chad Weller, Oklahoma PLS-2075 of Olsson, LS-114, on March 24, 2026, as follows:

COMMENCING at the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty-Three (33), Township Twenty-Two (22) North, Range Sixteen (16) East; thence on the East line of the said Northeast Quarter (NE 1/4) South 01 degrees 30 minutes 50 seconds East a distance of 550.82 feet to a point, said point being the POINT OF BEGINNING; thence departing said line South 69 degrees 00 minutes 50 seconds East a distance of 268.28 feet to a point; thence South 01 degrees 35 minutes 00 seconds East a distance of 2,439.01 feet to a point; thence South 88 degrees 35 minutes 49 seconds West a distance of 71.97 feet; thence in a Southwesterly direction, on a tangent curve to the left, whose initial tangent bears South 88 degrees 35 minutes 49 seconds West, having a radius of 280.00 feet, through a central angle of 48 degrees 46 minutes 06 seconds, an arc distance of 238.33 feet to a point on a tangent line; thence South 39 degrees 49 minutes 43 seconds West a distance of 391.69 feet to a point; thence North 88 degrees 15 minutes 57 seconds West a distance of 489.93 feet to a point; thence North 77 degrees 55 minutes 01 seconds West a distance of 248.50; thence South 78 degrees 31 minutes 08 seconds West a distance of 390.00 feet to a point; thence South 09 degrees 55 minutes 48 seconds West a distance of 155.70 feet to a point; thence South 88 degrees 33 minutes 02 seconds West a distance of 1,204.45 feet to a point on the West line of the Southwest Quarter (SW 1/4) of said Section; thence on said line North 01 degrees 29 minutes 34 seconds West a distance of 334.43 feet to a point; thence departing said line North 88 degrees 40 minutes 02 seconds East a distance of 201.45 feet to a point; thence North 00 degrees 57 minutes 46 seconds West a distance of 46.56 feet to a point; thence North 01 degrees 26 minutes 28 seconds West a distance of 599.63 feet to a point on the North line of the Southwest Quarter (SW 1/4) of said section; thence on said line South 88 degrees 39 minutes 32 seconds West a distance of 202.42 feet to a point on the West line of said Southwest Quarter (SW 1/4); thence departing said North line on said West line North 01 degrees 29 minutes 34 seconds West a distance of 444.37 feet to a point; thence departing said West line North 88 degrees 39 minutes 32 seconds East a distance of 247.12 feet to a point; thence South 15 degrees 14 minutes 43 seconds West a distance of 232.20 feet to a point; thence South 15 degrees 14 minutes 43 seconds West a distance of 21.13 feet to a point; thence South 11 degrees 31 minutes 18 seconds West a distance of 139.89 feet to a point; thence South 82 degrees 46 minutes 00 seconds East a distance of 340.43 feet to a point; thence South 89 degrees 20 minutes 11 seconds East a distance of 184.52 feet to a point; thence North 82 degrees 44 minutes 17 seconds East a distance of 340.63 feet to a point; thence North 72 degrees 07 minutes 00 seconds East a distance of 487.30 feet to a point; thence North 40 degrees 16 minutes 10 seconds West a distance of 76.21 feet to a point; thence South 70 degrees 23 minutes 08 seconds West a distance of 59.24 feet to a point; thence North 46 degrees 09 minutes 52 seconds West a distance of 226.93 feet to a point; thence North 11 degrees 57 minutes 01 seconds West a distance of 61.77 feet to a point; thence North 11 degrees 57 minutes 01 seconds West a distance of 45.48 feet to a point; thence North 16 degrees 11 minutes 28 seconds East a distance of 135.86 feet to a point; North 03 degrees 17 minutes 56 seconds West a distance of 273.58 feet to a point; thence North 48 degrees 25 minutes 46 seconds East a distance of 1,855.92 feet to the POINT OF BEGINNING.

Contains 5,009,878 Square Feet, or 115.0110 Acres, more or less.

Incentive District C:

All that part of a tract of land lying in the Southwest Quarter (SW 1/4) of Section Twenty-Eight (28), Township Twenty-Two (22) North, Range Sixteen (16) East and also lying in Section Thirty-Three (33), Township Twenty-Two (22) North, Range Sixteen (16) East of the Indian Base and Meridian, Rogers County, Oklahoma, more particularly described by Gregory Chad Weller, Oklahoma PLS-2075 of Olsson, LS-114, on March 24, 2026, as follows:

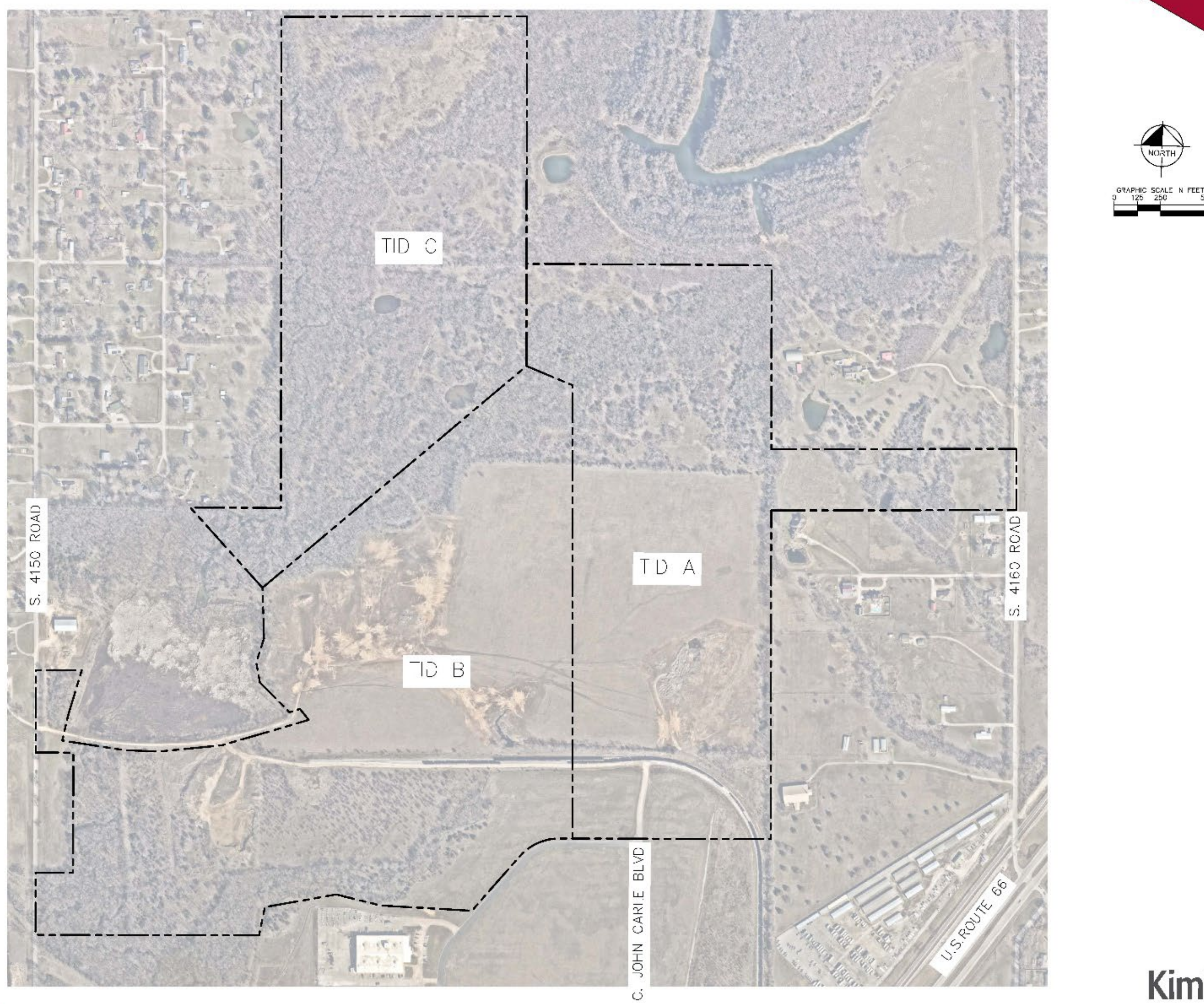
BEGINNING at the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty-Three (33), Township Twenty-Two (22) North, Range Sixteen (16) East; thence on the East line of the Northeast Quarter (NE 1/4) South 01 degrees 30 minutes 50 seconds East a distance of 550.82 feet to a point; thence departing said line South 48 degrees 25 minutes 46 seconds West a distance of 1,855.92 feet to a point; thence North 43 degrees 36 minutes 35 seconds West a distance of 580.68 feet to a point on the South line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4); thence on said line North 88 degrees 42 minutes 10 seconds East a distance of 487.82 feet to a point; thence departing said line North 01 degrees 30 minutes 16 seconds West a distance of 1,322.63 feet to a point on the North line of the Northwest Quarter (NW 1/4) of said Section, said line also being the South line of the Southwest Quarter (SW 1/4) of Section Twenty-Eight (28), Township Twenty-Two (22) North, Range Sixteen (16) East; thence departing said line North 01 degrees 30 minutes 16 seconds West a distance of 1,322.63 feet to a point; thence North 88 degrees 16 minutes 24 seconds East a distance of 1,321.57 feet to a point on the East line of Southwest Quarter of said Section Twenty-Eight (28); thence on said line South 01 degrees 30 minutes 50 seconds East a distance of 1,334.02 feet to the POINT OF BEGINNING.

Contains 3,344,432 Square Feet, or 76.7776 Acres, more or less.

EXHIBIT C

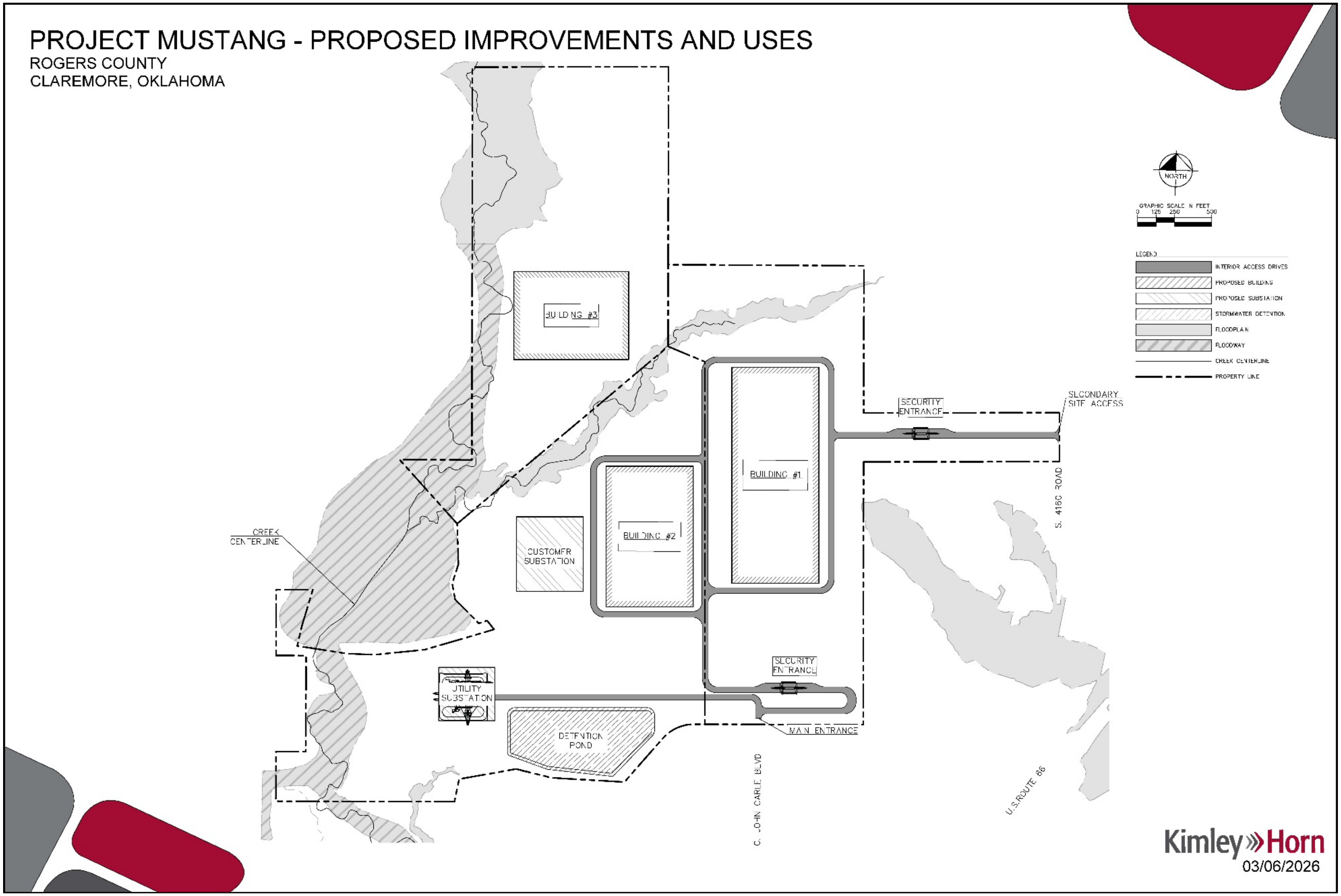
PROJECT MUSTANG - EXISTING USES AND CONDITIONS

ROGERS COUNTY
CLAREMORE, OKLAHOMA



Kimley»Horn
03/06/2026

EXHIBIT D



PROJECT MUSTANG - PROPOSED IMPROVEMENTS AND USES
ROGERS COUNTY
CLAREMORE, OKLAHOMA
NORTH
GRAPHIC SCALE IN FEET
0 125 250 500
LEGEND
INTERIOR ACCESS DRIVES
PROPOSED BUILDING
PROPOSED SUBSTATION
STORMWATER DETENTION
FLOODPLAIN
FLOODWAY
CREEK CENTERLINE
PROPERTY LINE
BUILDING #3
BUILDING #2
BUILDING #1
CUSTOMER SUBSTATION
UTILITY SUBSTATION
DETENTION POND
SECURITY ENTRANCE
SECURITY ENTRANCE
SECONDARY SITE ACCESS
MAIN ENTRANCE
CREEK CENTERLINE
S. 4160 ROAD
C. JOHN CARLE BLVD
U.S. ROUTE 66
Kimley»Horn
03/06/2026

FINDINGS AND RECOMMENDATION OF THE LOCAL DEVELOPMENT ACT COMMITTEE FOR THE MUSTANG DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

After review of the proposed Mustang Data Center Economic Development Project Plan ("Project Plan"), its proposed creation of three tax incentive districts pursuant to the Local Development Act, 62 O.S. § 850 *et seq.* ("Act"), and other relevant information, the City of Claremore Local Development Act Review Committee ("Review Committee") makes the following findings and recommendation:

A. <u>Findings Regarding Eligibility of the Project Area and Incentive Districts.</u>

1. The proposed Project Area and the proposed Incentive Districts "A", "B", and "C" ("Incentive Districts") proposed in the Project Plan comply with the definition of a "reinvestment area" under the Act (62 O.S. § 853(17)) due to the fact that the area lacks public improvements necessary to reverse economic stagnation and decline and to attract major investment in the area. Reinvestment Areas qualify for use of the tools of the Act pursuant to 62 O.S. § 856(B)(4)(a).

2. The level of investment, development, and economic growth desired by the City of Claremore is difficult, but possible, within the proposed Project Area and Incentive Districts if the provisions of the Act are utilized.

3. The incentives to be provided through the Incentive Districts are a necessary component in stimulating the proposed investment in the Project Area and Incentive Districts, which would not have occurred without the provision of the incentive pursuant to the Act.

4. The incentives to be provided through the Incentive Districts will be used in conjunction with existing programs and efforts and other locally implemented economic development efforts.

B. <u>Findings Regarding Financial Impacts on the Affected Taxing Jurisdictions and Business Activities within the Project Area and Incentive Districts.</u>

1. Without the Project Plan and Incentive Districts, the development described in the Project Plan and the resulting increases in tax revenues would not occur.

2. The development anticipated by the project may result in a modest increase in demand for services by or in costs to the affected taxing jurisdictions.

3. The public revenue anticipated to result from the development described in the Project Plan includes increased tax revenue from economic growth and benefits outside of the Incentive Districts and PILOT payments described in Section X of the Project Plan.

4. The economic benefits of the Project Plan for the affected taxing jurisdictions and the community as a whole offset any adverse financial impacts of the Project Plan on the affected taxing jurisdictions.

5. The aggregate impacts of the affected taxing jurisdictions and on business activities from implementation of the Project Plan are positive and include the achievement of the objectives set forth in Section V of the Project Plan.

C. <u>Recommendation.</u>

1. Based on the findings made in paragraphs A and B of this document and approved by the Review Committee, the Review Committee hereby recommends that the City of Claremore approve and adopt the proposed Project Plan, including creating the proposed Incentive Districts.

APPROVED AND ADOPTED by the Review Committee this 31 day of MARCH, 2026 and **SIGNED** by its Chairperson.

APPROVED:

John W. Feary

CHAIRPERSON

I, Sarah Sharp, as Acting Secretary of the Review Committee, certify that the foregoing Findings and Recommendation were duly adopted at a special meeting of the Review Committee, held at Claremore City Hall, 104 S. Muskogee Ave., in Claremore, Oklahoma, on the 31st day of March, 2026; that said meeting was held in accordance with the Open Meeting Act of the State of Oklahoma; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during such meeting; and that said resolution was adopted by a majority of those present.

Sarah Sharp

SECRETARY

RESOLUTION

CITY OF CLAREMORE–ROGERS COUNTY METROPOLITAN AREA PLANNING COMMISSION

Resolution No. 2026-01

RESOLUTION DETERMINING THAT THE MUSTANG DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN IS IN CONFORMANCE WITH THE CITY OF CLAREMORE'S COMPREHENSIVE PLAN AND RECOMMENDING TO THE CLAREMORE CITY COUNCIL ITS APPROVAL AND ADOPTION

WHEREAS, it is an objective of City of Claremore ("City") to promote economic development within its jurisdiction in order to attract major investment, enhance the tax base, stimulate economic growth, and improve the quality of life in and around the City; and

WHEREAS, the City seeks to promote economic development within the Claremore Industrial Park by providing for the delivery of a multiphase data center project in a manner that still generates significant annual revenues to local affected taxing jurisdictions; and

WHEREAS, economic development within the City will promote the public good, general welfare, health outcomes, economic security, and prosperity of the City and its inhabitants; and

WHEREAS, the Mustang Data Center Economic Development Project Plan ("Project Plan") is a project plan as defined under the Oklahoma Local Development Act, 62 O.S. §850, *et seq.*; and

WHEREAS, the provisions of the Oklahoma Local Development Act provide procedures for developing a qualified area such as the project area; and

WHEREAS, the City's Local Development Act Review Committee, including a representative of the City of Claremore–Rogers County Metropolitan Area Planning Commission ("Planning Commission"), has recommended the approval of the Project Plan after finding the project eligible and determining that the Project Plan will make a positive impact on affected taxing jurisdictions and business activities within the proposed four ad valorem tax incentive districts; and

WHEREAS, the Planning Commission has reviewed *Claremore 2040*, the City's adopted comprehensive plan, and the Project Plan; and

WHEREAS, the Project Plan is appropriate and desirable in order to support efforts to achieve the objectives of the *Claremore 2040*; and

WHEREAS, the Planning Commission finds it appropriate and desirable to recommend to the Claremore City Council that it approve and adopt the Project Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CLAREMORE–ROGERS COUNTY METROPOLITAN AREA PLANNING COMMISSION:

1. The Mustang Data Center Economic Development Project Plan is hereby declared to be in conformance with *Claremore 2040*, the City of Claremore's adopted comprehensive plan.

2. The Mustang Data Center Economic Development Project Plan is determined to be desirable.

3. Recommendation is hereby made to the City of Claremore City Council that it approve and adopt the Mustang Data Center Economic Development Project Plan.

PASSED AND APPROVED this 21 day of April, 2026.

Chairperson

ATTEST:

Secretary

LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this [_____] day of [__________], 2026, by and among Mustang Tulsa Holdings, LLC, a Delaware limited liability company ("**Company**"), the City of Claremore, Oklahoma, a municipal corporation ("**City**"), the Board of County Commissioners of Rogers County, Oklahoma ("**County**"), the Board of Education of Sequoyah School District No. I-6 of Rogers County, Oklahoma ("**Sequoyah Public Schools**"), the Board of Education of Oologah-Talala School District No. I-4 of Rogers County, Oklahoma ("**Oologah Public Schools**"), the Board of the Oologah-Talala Emergency Medical Services ("**OTEMS**"), the Board of Education of the Northeast Technology Center District No. 11 ("**Northeast Tech**"), the Board of Directors of the Rogers County Fair Board ("**County Fair**"), and the Rogers County Board of Health of the Rogers County Health Department ("**Health Department**"), (collectively, the County, Sequoyah Public Schools, Oologah Public Schools, OTEMS, Northeast Tech, County Fair and Health Department are the "**Taxing Entities**") (the Company, the City, and the Taxing Entities are collectively referred to as the "**Parties**" and each as a "**Party**").

WITNESSETH:

WHEREAS, the Company intends to develop on certain parcels of property within the City, as more particularly described in the legal description in Exhibit A.1 and the map in Exhibit A.2 attached hereto ("**Property**", the combined boundaries of which constitute the "**Project Area**", as described in the Project Plan defined herein), one or more data center facilities and may develop certain ancillary buildings, structures and infrastructure that support or are related to the data center operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings, all of which are part of the computer infrastructure, data processing, hosting and related services classification (collectively, "**Project**"); and

WHEREAS, on [______________], 2026, the City of Claremore Local Development Act Review Committee approved and adopted the Findings and Recommendation, a true and correct copy of which is attached hereto as Exhibit B.1, making findings about the statutory eligibility, financial and economic impacts, and recommending the approval of a project plan ("**Project Plan**") pursuant to the Oklahoma Local Development Act, 62 O.S. § 851, et seq. ("**Act**") in order to provide a one hundred percent (100%) ad valorem property tax exemption for the Project; and

WHEREAS, the Project Area is neither within the boundaries of any pre-existing incentive district under Section 860 of the Act, nor increment district under Section 861of the Act, including, but not limited to, Master District and the Baker Hughes Increment District, established under Rogers County Ordinance No. 2012-16; and

WHEREAS, on [_____________], 2026, the City of Claremore-Rogers County Metropolitan Area Planning Commission by its Resolution [__________], a true and correct copy of which is attached hereto as Exhibit B.2, recommended the approval of the Project Plan without any amendments thereto in accordance with Section 858 of the Act; and

WHEREAS, after the public hearings required by the Act, the City adopted and approved the Project Plan by Ordinance No. [_____], approved on [_____________], 2026, a true and correct copy of which is attached hereto as Exhibit C ("**Project Plan Ordinance**"), and created [three (3)] tax incentive districts, Incentive Districts "A", "B", and "C", located in the City (collectively, "**Incentive Districts**", and, individually, "**Incentive District**"); and

WHEREAS, the City and each of the Taxing Entities have determined that it is appropriate and desirable, in order to ensure the economic viability of the Project, that the City and the Taxing Entities, which would otherwise share in the ad valorem taxes applicable to the Property, provide each Phase (as defined below) a one hundred percent (100%) ad valorem property tax exemption for a term of twenty-five (25) years on all new investment attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision within each Incentive District, upon the terms and conditions as provided for herein (collectively, "**Incentive District Exemptions**"), all as authorized by Article 10, § 6(C) of the Oklahoma Constitution, Section 860(B) of the Act, the Project Plan, the Project Plan Ordinance, and other applicable authorizations; and

WHEREAS, the Company desires to develop the Project in one or more phases (each a "**Phase**") with the term Phase as used herein referring to all structures developed or improved within an Incentive District, as well as all new investment in personal property located or installed within an Incentive District, at any time after approval of the Project Plan that would be subject to ad valorem taxation but for the Incentive District Exemption; and

WHEREAS, the Company anticipates that each Phase will include a data center (each, a "**Data Center**"); the precise number, location, and size of Data Centers is subject to change in the Company's sole discretion as a result of market and other business conditions; and

WHEREAS, the Company anticipates that the Phases may include ancillary buildings, structures and infrastructure that support or are related to the data center campus operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings, all of which will qualify under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision; and

WHEREAS, the City has created the Incentive Districts, in order to promote economic development within the Project Area (as defined in the Project Plan) on the Property, which the Review Committee and the City have determined to be a reinvestment area as defined by Section 853(17) of the Act; and

WHEREAS, the City, the Taxing Entities and Company are entering into this Agreement to, among other things, satisfy the requirements of Sections 865 and 866 of the Act, which provide, respectively that (i) each Taxing Entity must enter into an agreement with the City in order for tax incentives or exemptions to be granted under the Act for that Taxing Entity's portion of the ad valorem tax, and (ii) the City must enter into an agreement with the Company as the prospective owner of the Property and the recipient of the Incentive District Exemptions to set forth the terms and conditions applicable to the Incentive District Exemptions; and

WHEREAS, in consideration of the Incentive District Exemptions to be provided under this Agreement, the Company has agreed to make payments in lieu of taxes to the Taxing Entities and annual Community Betterment Payments (defined herein) to support economic development efforts, in such amounts, at such times and in such manner as further described in Section 5 of this Agreement; and

WHEREAS, the City and the Taxing Entities have determined that it is appropriate, desirable, and in the public interest to approve the Incentive District Exemptions, pursuant to the terms of this Agreement, and that the Incentive District Exemptions will assist in strengthening the economic viability of the City of Claremore, Oklahoma, as a whole, and more particularly in relation to the Project Plan; and

WHEREAS, the governing bodies of the City and Taxing Entities have each approved the adoption of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the parties agree as follows:

1. <u>Incorporation of Recitals.</u>

The Parties acknowledge and agree that the recitals set forth above are a material part of this Agreement and are incorporated herein by reference.

2. <u>Project.</u>

a. <u>Objectives</u>.

The objectives of this Agreement are:

(i) To attract the Project and the accompanying investment and development to the City, which would not occur without the tax incentives described in this Agreement.

(ii) To generate new revenues for the Taxing Entities in the form of annual payments in lieu of taxes ("**PILOT Payments**") for each Data Center developed and exempted as part of the Project, in accordance with Section 5 of this Agreement.

(iii) To generate new revenues for the City in the form of annual Community Betterment Payments, as described herein and as defined in Section 5(B), for the purpose of funding economic development initiatives, in accordance with Section 5 of this Agreement.

(iv) To stimulate economic growth across the City, Rogers County, and the greater regional area, fostering increased investment and long-term community prosperity.

(v) To create and attract new temporary and permanent high-quality jobs to the community.

b. <u>Project Scope</u>.

The Project will consist of at least one (1) Phase and may consist of up to three (3) Phases, within the Project Area (as defined in the Project Plan), with each Phase of the Project estimated to consist of at least one billion dollars ($1,000,000,000) in private investment by the Company and one or more end users.

The Parties further acknowledge that the Company retains complete control and discretion over the number of Phases developed as well as the rate, timing, and order of development of the Project, and that nothing herein shall be construed to require the Company to construct or develop any particular Phase, Data Center, structure, building, or facility, or to develop the Incentive Districts in any particular order or according to any particular timeline. Except as expressly provided otherwise in Section 4 herein, the Taxing Entities and City shall have no right to condition the amount or term of the Incentive District Exemptions provided herein based on the rate, timing, or order of development of the Project.

Further, because the Project will be constructed in Phases over an extended period, the Parties acknowledge that, although the Company anticipates developing one Data Center per Phase, the Company may construct Data Centers that overlap the boundaries of more than one Incentive District or multiple Data Centers in one Phase, as discussed in Section 4 herein, subject to the payment of PILOTs for each Data Center constructed, per Section 5 herein.

3. Approval of the Tax Exemption.

Pursuant to Section 865 of the Act, the City and the Taxing Entities hereby (i) agree to the Incentive District Exemptions, subject to the terms and conditions of this Agreement; (ii) approve the form of the Project Plan Ordinance, the creation of the Incentive Districts pursuant to the Project Plan Ordinance, and the Incentive District Exemptions provided pursuant to the Project Plan Ordinance and this Agreement; (iii) waive any defects within or relating to the Project Plan Ordinance and this Agreement; and (iv) agree to relinquish for the duration of the Incentive District Terms (defined below) one hundred percent (100%) of ad valorem tax revenues attributable to new investment in the Project after approval of the Project Plan, which, for the avoidance of doubt, includes all ad valorem revenues attributable to increases in property value in excess of the Non-exempt Values, as defined herein.

Each of the City and the Taxing Entities represents and warrants that, in accordance with Sections 857 and 865 of the Act, its approval of this Agreement made by a majority vote of its governing body, and that no member of the governing body was ineligible to vote on such approval under Section 857 of the Act.

4. Tax Exemption Terms.

a. The Incentive District Exemption.

In accordance with Section 860(B) of the Act and the Project Plan Ordinance, all new value attributable to investment by the Company and its Affiliates qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision within an Incentive District, made after the effective date of the Project Plan, shall be afforded a one hundred percent (100%) ad valorem property tax exemption for the duration of the applicable Incentive District Term, during which no ad valorem taxes shall be assessed against such value. The incentive provided under the Act and this Agreement shall not include Public Service Property, if any, located within each Incentive District, provided that, "Public Service Property" shall be defined as property of all railroads, air carriers and public service corporations assessed annually by the State Board of Equalization pursuant to 68 O.S. § 2847 and Article 10, § 21 of the Oklahoma Constitution.

b. Activation of the Incentive District Exemption.

In accordance with the Project Plan Ordinance, each Incentive District shall become effective and provide the Incentive District Exemption upon the earlier of (a) January 1 of the year immediately following the completion of a Data Center within that Incentive District, as evidenced by the issuance of a certificate of occupancy or delivery of written notice by the Company to the City of substantial completion, or (b) January 1 of the year in which the tenth anniversary of the Project Plan Ordinance occurs, which the Parties anticipate to be January 1, 2036 (each an "**Exemption Activation Condition**" with the date of activation being the "**Exemption Effective Date**"). In accordance with Section 856(B)(2) of the Act, the Incentive District Exemption may not become effective more than ten years after approval of the Project Plan.

Upon the occurrence of an Exemption Activation Condition, the City Manager of the City ("**City Manager**"), upon being notified of an Exemption Activation Condition by the Company in writing and in accordance with the Project Plan Ordinance, shall immediately, and in all cases prior to the Exemption Effective Date, confirm the Exemption Effective Date and designation of the Incentive District and shall promptly deliver written notice to the Rogers County Assessor ("**County Assessor**"), each of the Taxing Entities, and the Company, identifying the Incentive District activated and the Exemption Effective Date (the "**Incentive District Commencement Notice**").

Because the Project site plan is subject to change, if a Data Center is constructed that is located within the boundaries of more than one of the Incentive Districts, or if any other condition triggers a change to the lot configurations of the Project Area, then the City Manager, acting on behalf of the City in accordance with Section VIII.D of the Project Plan, shall first endeavor to adjust the Incentive District boundaries in accordance with the following: if an adjustment of the Incentive District boundaries can be made that would not result in an addition to an Incentive District constituting more than five percent (5%) of that Incentive District, then the City Manager, in accordance with Section VIII.D of the Project Plan, Section 858(D) of the Act, and this Agreement, will, prior to sending the Incentive District Commencement Notice, administratively approve a minor amendment to the Project Plan adjusting the boundaries of the Incentive Districts accordingly, without any further legislation by the City or any approval by the other Taxing Entities required. The Company shall reasonably cooperate with the City Manager in providing information necessary for the City Manager to make the foregoing determinations. If an adjustment of the Incentive District boundaries cannot be made, then the Incentive District Exemptions for all Incentive Districts in which a Data Center is located will be made effective on January 1 following the issuance of a certificate of occupancy or notice of substantial completion for the Data Center.

c. Exemption Term.

In accordance with the Project Plan Ordinance, the Incentive District Exemption for each Incentive District shall be effective for a period of twenty-five (25) tax years following the applicable Exemption Effective Date (the "**Incentive District Term**").

d. Exemption Calculation.

Pursuant to an assessment performed by the County Assessor promptly after adoption of the Project Plan (in no event later than the assessment performed for tax year 2027 setting the assessed value as of January 1, 2027), the County Assessor shall determine the non-exempt value of each Incentive District (each a "**Non-exempt Value**"). The Non-exempt Value shall be the total market value of real and personal property within an Incentive District multiplied by the assessment ratio. When determined, the Non-exempt Value shall be provided on Exhibit E and deemed approved by the City and the Taxing Entities. The Non-exempt Value shall not include any value attributable to (a) construction-in-process, (b) any personal property owned by contractors or other, unrelated entities on the Property (even if subject to taxation), or (c) any personal property owned by the Company or its Affiliates that will be used in Data Center operations qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision that was placed on the Property after adoption of the Project Plan (even if subject to taxation prior to the Exemption Effective Date). The City and the Taxing Entities waive any defect or irregularities with respect to the determination of the Non-exempt Value. The Non-exempt Value shall be subject to ad valorem taxation. Upon receipt of an Incentive District Commencement Notice, the County Assessor shall ensure that, as of the applicable Exemption Effective Date and for the duration of the applicable Incentive District Term, the Incentive District Exemption shall apply to all value attributable to new investment qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision made in the Incentive District above the applicable Non-exempt Value, in accordance with Section 860(B) of the Act and the Project Plan, including land value above the Non-exempt Value in that Incentive District, provided the use of the land remains eligible for the exemption. For clarity, if any improvements qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision are constructed within the Incentive District prior to the construction of a Data Center, such improvements shall be subject to property taxation until such time as the construction of a Data Center triggers the Exemption Commencement Date for the Incentive District. On and after the Exemption Commencement Date, such improvements shall be exempt throughout the Incentive District Term.

e. Company Discretion to Develop Data Centers.

The Parties acknowledge and agree that the site plan, including the anticipated size, location, and number of Data Centers, is subject to change at the Company's sole discretion; provided, however, that all Data Centers shall be constructed according to all applicable regulations, and the Company shall be responsible for obtaining all necessary approvals and permits from private, governmental, or quasi-governmental agencies having jurisdiction over the Project Area or Project. When such approvals or permits are required from the City, the City agrees to act in good faith to timely review and process the Company's submittals, provided such submittals are complete, accurate, and timely, and in accordance with applicable zoning and building regulations.

f. Treatment of Additional Buildings and Data Centers.

The Parties acknowledge and agree that, in accordance with Section 4(a) of this Agreement, any buildings, including Data Centers, that are subsequently constructed within the Incentive District after the Exemption Effective Date will be subject to the Incentive District Exemption for the remaining Incentive District Term. In accordance with Section 5 of this Agreement, the Company will pay one annual PILOT Payment for each Data Center constructed on the Property for the remainder of the Incentive District Term in effect after the new Data Center is constructed.

5. <u>Payments Associated with the Incentive Districts.</u>

A. <u>Payments in Lieu of Taxes ("PILOT Payments")</u>.

(1) Generally; Calculations.

For each Data Center constructed on the Property, the Company will make an annual PILOT Payment for each year that a Data Center is subject to the Incentive District Exemption (each, an "**Exemption Year**"), commencing in the year immediately following the year in which a certificate of occupancy is issued for the Data Center or in the year immediately following the year in which the Company provides written notice to the City of substantial completion (the "**PILOT Commencement Year**") until the last year of the applicable Incentive District Term.

The annual PILOT Payment for each Data Center shall be determined based on the size of the Data Center, with the annual PILOT Payment equal to the square footage of the Data Center multiplied by $4.75 (the "Calculated PILOT Payment"), as exemplified in the following chart:

Approx. Square Footage of Data Center	**Calculated PILOT Payment** ($4.75/SF)
200,000	$950,000
300,000	$1,425,000
400,000	$1,900,000
500,000	$2,375,000
600,000	$2,850,000
700,000	$3,325,000
800,000	$3,800,000
900,000	$4,275,000
1,000,000	$4,750,000
1,100,000	$5,225,000

The Calculated PILOT Payment will be remitted to the Taxing Entities, with the "**Share of Total Calculated PILOT Payment**" based generally on the proportional share of property tax levies corresponding to the Taxing Entities in effect for tax year [2024-2025] in the applicable Incentive District as set forth in the tables below. Taxing entities with property tax levies that are not in effect until after tax year [2025-2026] are not entitled to Calculated PILOT Payments. Incentive District A will be located on the east side of the Project Area, Incentive District B will be located in portions of both the east and west sides of the Project Area, and Incentive District C will be located on the west side of the Project

Area, with proportional sharing of Calculated PILOT Payments as indicated by the tables below.

Taxing Entity (East Side; Incentive Districts A and portion of B)	**Share of Total Calculated PILOT Payments**
Sequoyah School District No. I-6	75.13%
Northeast Technology Center District No. 11	12.16%
Rogers County	10.8%
Rogers County Fair	0.25%
Rogers County Health Department	1.66%
Total	**100%**

Taxing Entity (West Side; Incentive Districts C and portion of B)	**Share of Total Calculated PILOT Payments**
Oologah-Talala School District No. I-4	71.66%
Oologah-Talala Emergency Medical Services	4%
Northeast Technology Center District No. 11	11.9%
Rogers County	10.57%
Rogers County Fair	0.24%
Rogers County Health Department	1.63%
Total	**100%**

After the first annual payment, the Calculated PILOT Payment to each of the Taxing Entities for each Data Center will increase by one percent (1.00%) each year, as illustrated in Exhibit F.

(2) PILOT Payments for Data Center Completed After the Activation of an Incentive District.

For the avoidance of doubt, the Company shall not be obligated to make an annual PILOT Payment associated with the Incentive District unless or until the completion of a Data Center within that Incentive District triggers the PILOT Commencement Year. The Parties agree that, in the event the Incentive District becomes effective before a Data Center is completed within that Incentive District, all increases in assessed property value within the Incentive District, if any, will remain taxable until the PILOT Commencement Year as though the Incentive District Exemption had not commenced. In this circumstance, the City Manager will promptly, upon issuance of a certificate of occupancy for a Data Center or upon receipt from the Company of notice of substantial completion of a Data Center, provide written notice of the PILOT Commencement Year to the County Assessor, each of the Taxing Entities, and the Company and thereafter, all value within the Incentive District attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision in excess of Non-exempt Value shall be subject to the Incentive District Exemption.

(3) Payment Mechanics for PILOT Payments.

The Company shall make the PILOT Payments described in this Section 5 to the applicable Taxing Entities by January 1 of each Exemption Year for the duration of the Incentive District Term of the Incentive District (the "**Payment Date**"). The PILOT Payments shall be delivered to the Taxing Entities at their respective notice addresses provided in Section 14 below, unless written payment instructions are otherwise provided to the Company by the Taxing Entities no later than thirty (30) days prior to the applicable Payment Date.

The PILOT Payments do not constitute ad valorem taxes and therefore should not create offsets to state school aid. As these payments are not classified as taxes, they should not be reported as such.

Furthermore, since the exempt improvements will not appear on the tax rolls, they will not contribute to taxable valuation for the purposes of state school aid calculations. Instead, the new revenues received by the taxing jurisdictions from the PILOT Payments should be categorized and reported as "other income" or "other revenue."

However, all ad valorem tax revenue attributable to the Non-exempt Value shall be treated as taxes for reporting purposes.

B. Annual Community Betterment Payments.

For each Exemption Year applicable to the first Data Center only, by March 31st of each Exemption Year, the Company shall make an additional annual community betterment payment to the City in the amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) (collectively, "Community Betterment Payments" and each a "Community Betterment Payment"), which payment shall be used by the City for economic development initiatives that bring increased economic opportunity to City and regional residents.

6. Annual Report.

Pursuant to Section 860(F) and Section 867(B) of the Act (collectively, "**Reporting Statutes**"), on or before the ninetieth (90th) day following the end of each fiscal or tax year, the City Manager, or his or her designee, shall prepare and submit the reports required by those sections ("**Annual Reports**") for the Incentive District to the Oklahoma Department of Commerce and the chief executive officer of each Taxing Entity. For each Incentive District, commencing in the year following the Exemption Commencement Year and each year thereafter during the Incentive District Term, to assist the City with its Annual Reports, the Company shall provide to the City by no later than August 15 a report in the form attached hereto as Exhibit G.

Pursuant to Section 860(F) of the Act, a copy of each Annual Report shall be provided to any member of the public by the Oklahoma Department of Commerce upon request. The City shall also publish a summary of the Annual Report in a newspaper of general circulation in Rogers County, as required by Section 867(C) of the Act.

7. Term.

This Agreement shall be effective upon execution by the City and the Company, and shall be effective with respect to each of the Taxing Entities upon execution by that Taxing Entity (with the provisions hereof effective as to each portion of the Property upon the Company closing on and accepting fee simple title to that portion of the Property), and shall remain in effect, unless terminated earlier subject to its terms, until the final Payment Date for the final Exemption Year of any Incentive District Term. The Company reserves the right to terminate this Agreement at any time at its sole discretion; provided, however, that the Company shall remain liable for any PILOT Payments owed for any Exemption Years in which a Data Center was exempted pursuant to this Agreement.

8. Default.

a. Default by the Company.

The Company shall be in default of this Agreement only if it breaches an obligation under this Agreement and such breach or failure is not cured within ninety (90) days after the date of written notice by the City or any of the Taxing Entities. If such breach is not susceptible to cure within ninety (90) days, the Company shall not be in default so long as it commences curative action within ninety (90) days and continues to diligently pursue cure thereafter.

b. Default by the City or Taxing Entities.

The City or any of the Taxing Entities shall be in default of this Agreement if it breaches an obligation under this Agreement, and such breach or failure is not cured within ninety (90) days after the date of written demand by the Company. If the breach is not susceptible to cure within ninety (90) days, the City or the Taxing Entity shall not be in default so long as it commences curative action within ninety (90) days and continues to diligently pursue cure thereafter. Notwithstanding anything herein to the contrary, neither the City nor any Taxing Entity shall be permitted to terminate this Agreement or take any action that would decrease the amount or term of the Incentive District Exemptions provided herein based on the breach of the City or the Taxing Entity without the consent of the Company.

9. Remedies.

After the passage of applicable notice and cure periods as provided herein, the non-defaulting Party shall have the right to terminate this Agreement and to pursue all remedies available hereunder at law and in equity, and to terminate, dissolve or modify the Incentive Districts, provided that any such action must not be disproportionate to the event of default.

The rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, 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 by the other Party.

10. Force Majeure.

For the purpose of any of the provisions of the Agreement, none of the City, the Taxing Entities or the Company, as the case may be, or any successor in interest, shall be considered in breach of, or default in, its obligations under an event of force majeure in the performance of such obligations due to unforeseeable causes beyond a Party's control and without its fault or negligence, including, but not restricted to, acts of God, acts of public enemies, acts of terrorism, acts of the federal government, acts of any of the other persons or entities not Parties to this Agreement, fires, floods, tornadoes, epidemics, pandemics, quarantine restrictions, strikes, industrial disputes, freight, embargoes, and unusually severe weather or delays of contractors or subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Taxing Entities or the City, as the case may be, shall be extended for the period of the force majeure as reasonably determined by the Parties; provided, that a Party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other Parties thereof in writing, and of the cause or causes thereof, and requested an extension for the anticipated period of the forced delay.

11. Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. The Company may assign or partially assign this Agreement at its sole discretion, without the express approval of the City or any Taxing Entity, to another entity (each a "**Successor**"), including to any Successor controlling, controlled by, or under common control with the Company or Company's parent company (each an "**Affiliate**"). After any assignment, all references to Company herein shall thereafter be a reference to such Successor with respect to any rights, entitlements, and obligations occurring or arising after the date of such assignment and within the scope of such assignment.

Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, any Successor shall execute and deliver to the City and all Taxing Entities, a full or partial assignment agreement (each an "**Assignment**") in substantially the forms attached hereto as Exhibit H.1 and Exhibit H.2, as applicable, pursuant to which such Successor assumes all or a portion of the rights, entitlements, and obligations of the Company under this Agreement as provided therein; provided that the Company may reasonably modify or supplement the form of the Assignments to accurately reflect the rights, entitlements, or obligations being assigned, so long as such assignment does not purport to assign any rights, entitlements, or obligations beyond those provided in this Agreement. Upon the receipt by the City and all Taxing Entities of an Assignment, the Successor shall have all or a portion of the rights and entitlements, including without limitation, rights to tax exemptions, and obligations as the "Company" under this Agreement, in the same manner and with like effect as if the Successor had been the original Company and a signatory to this Agreement, all as specified in the Assignment.

In the event the Company transfers fee ownership by a total or partial sale of the Project Area, or any portion thereof, to a third party ("**Third Party Purchaser**") without a corresponding full or partial assignment of this Agreement to the Third Party Purchaser in accordance with the terms of this Section 11, the City shall be entitled to terminate, dissolve, or modify the Incentive Districts and amend this Agreement.

12. <u>Cooperation.</u>

The Parties agree to reasonably cooperate with one another and take all actions necessary to effectuate the intent of this Agreement and the Project Plan. The City Manager shall reasonably accommodate requests by the Company for minor amendments as permitted in the Act and the delegations of authority in the Project Plan and Project Plan Ordinance.

13. <u>Estoppel Certificate.</u>

Within thirty (30) days after a request from the Company, the City and any of the Taxing Entities shall execute and deliver to Company a certificate stating: (i) that this Agreement is in full force and effect, if the same is true; (ii) that Company is not in default under any of the terms, covenants or conditions of the Agreement, or, if Company is in default, specifying same; and (iii) such other matters as Company reasonably requests.

14. <u>Notice.</u>

Any and all notices required by this Agreement shall be addressed to the following, or other such party or address as any party designates in writing, by certified mail, postage prepaid, or by hand or overnight delivery:

If to the City:

The City of Claremore, Oklahoma
104 S. Muskogee Ave.
Claremore, OK 74017
Attn.: City Manager

With a copy to:

Rosenstein, Fist & Ringold
525 S. Main, Suite 700
Tulsa, OK 74103
Attn.: Eric P. Nelson

If to Sequoyah Public Schools:

Board of Education of Sequoyah Public Schools
16441 S. 4180 Rd.
Claremore, OK 74017
Attn.: Board President

If to the County:

Board of County Commissioners of Rogers County
200 S. Lynn Riggs Blvd.
Claremore, OK 74017
Attn.: Chairman

If to Northeast Tech:

Board of Education of Northeast Technology Center
511 S. Elliott St.
Pryor, OK 74361
Attn: Board President

If to Oologah Public Schools:

Board of Education of Oologah-Talala Public Schools10700 S. Highway 169
Oologah, OK 74053
Attn: Board President

If to County Fair:

Fair Board of Rogers County Fair
400 Veterans Parkway
Claremore, OK 74017
Attn: Board President

If to Health Department:

Rogers County Board of Health of the Rogers County Health Department
2664 N. Highway 88
Claremore, OK 74017
Attn: Board President

If to OTEMS:

Board of Oologah-Talala Emergency Medical Services
120 N Maple St.
Oologah, OK 74053
Attn: Board Chairman

If to the Company:

Mustang Tulsa Holdings, LLC
1341 N. Northlake Way, Suite 210
Seattle, WA 98103
Attn.: Marjan Foruzani

With a copy to:

Vorys, Sater, Seymour and Pease LLP
52 E. Gay St.
Columbus, OH 43215
Attn.: Scott J. Ziance, Esq.

15. Amendment.

This Agreement may not be supplemented or modified except in a written agreement properly executed by the Parties; provided that minor amendments to Incentive District boundaries and approved by the City Manager pursuant to his delegated authority under the Project Plan and Project Plan Ordinance will modify Exhibits A.1 and A.2 without the execution of the Parties. All Exhibits and documents referenced in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement.

16. Severability.

If any provision of this Agreement is determined to be to any extent invalid, illegal, or unenforceable, it will be deemed stricken from this Agreement. All other provisions of this Agreement will remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the Parties' original intent.

17. Applicable Law.

The laws of the State of Oklahoma (excluding its conflict of laws rules that would apply to the laws of another jurisdiction) exclusively apply to this Agreement.

18. Authority.

Each Party represents and warrants to the other that: (1) it has full authority and power to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement is fully empowered to do so; and (3) no consent or authorization is necessary from any third party.

19. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original of this instrument. It shall not be necessary for the signature of more than one party to appear on any single counterpart. The exchange of executed counterparts of this Agreement or of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes.

20. Entire Agreement

This Agreement, including its Exhibits and documents delivered by its terms and incorporated in it, constitute the entire agreement between the Parties pertaining to its subject matter. All prior and contemporaneous written or oral agreements and communications between the Parties are superseded by this Agreement.

21. Section Headings

Section and subsection headings are included herein for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement.

22. Estoppel

The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice from the other Party, execute, acknowledge and deliver to the other Party (and in the case of the City, to a prospective lender, tenant or purchaser of any of the Property) an estoppel certificate certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications, that this Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such Party, neither it nor any other Party is then in default of this Agreement (or if another Party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this paragraph may be conclusively relied upon by an addressee of such estoppel certificate made in accordance with the provisions of this Agreement.

[Signatures follow on separate pages.]

COUNTY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**COUNTY**"

Board of County Commissioners
of Rogers County, Oklahoma

By: ______________________________
__________________, Commissioner

By: ______________________________
___________________ Commissioner

By: _______________________________
___________________, Commissioner

(SEAL)

ATTEST:
____
____________, County Clerk

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

By: ___________________________
__________, District Attorney

SEQUOYAH PUBLIC SCHOOLS SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**SEQUOYAH PUBLIC SCHOOLS**"

Board of Education of Sequoyah School District Number I-6 of Rogers County, Oklahoma

By: ________________________________
_____________, Board President

(SEAL)

ATTEST:

By: ____________________________________
___________, Board Clerk

NORTHEAST TECHNOLOGY CENTER SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**NORTHEAST TECHNOLOGY CENTER**"

Board of Education of the Northeast Technology Center
District No. 11

By: ______________________________
_______________, Board President

(SEAL)

ATTEST:

By: ______________________________________
_____________, Secretary

OOLOGAH PUBLIC SCHOOLS SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**OOLOGAH PUBLIC SCHOOLS**"

Board of Education of Oologah-Talala School District
Number I-4 of Rogers County, Oklahoma

By: ______________________________
_______________, Board President

(SEAL)

ATTEST:

By: _____________________________________
____________, Board Clerk

ROGERS COUNTY FAIR SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**ROGERS COUNTY FAIR**"

Rogers County Fair Board

By: ______________________________
_______________, Board President

(SEAL)

ATTEST:

By: _____________________________________
____________, Secretary

ROGERS COUNTY HEALTH DEPARTMENT SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**ROGERS HEALTH DEPARTMENT**"

Rogers County Board of Health of the Rogers County Health Department

By: ______________________________
_______________, Board President

(SEAL)

ATTEST:

By: _____________________________________
_____________, Secretary

OTEMS SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**OTEMS**"

Board of Oologah-Talala Emergency Medical Services

By: ______________________________
_______________, Board Chairman

(SEAL)

ATTEST:

By: _____________________________________
_____________, Secretary

CITY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

"**CITY**"

City of Claremore, Oklahoma,
a municipal corporation

By: ______________________________

_________________, City Manager

(SEAL)

ATTEST:

By: ____________________________________

City Clerk

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

By: ________________________

__________, ____________

COMPANY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“**COMPANY**”

Mustang Tulsa Holdings, LLC,
a Delaware limited liability company

By: ______________________
Name: __________________
Title:____________________

COUNTY ASSESSOR ACKNOWLEDGEMENT FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

Acknowledged and Agreed:

"**COUNTY ASSESSOR**"

By: ______________________________

____
Rogers County Assessor

Exhibit Table of Contents

Exhibit A.1

Legal Description of the Property

Project Area Legal Description

The Project Area can be described, simply, as the full area coextensive with the boundaries of all three Incentive Districts listed below.

Incentive District Legal Descriptions

Incentive District A:

All that part of a tract of land lying in the East half (E 1/2) of Section Thirty-Three (33), Township Twenty-Two (22), Range Sixteen (16) East of the Indian Base and Meridian, Rogers County, Oklahoma, more particularly described by Gregory Chad Weller, Oklahoma PLS-2075 of Olsson, LS-114, on March 24, 2026, as follows:

BEGINNING at the Northwest corner of the Northeast Quarter (NE 1/4) of Section Thirty-Three (33), Township Twenty-Two (22) North, Range Sixteen (16) East; thence on the North line of the Northeast Quarter (NE 1/4) of said Section North 88 degrees 44 minutes 12 seconds East a distance of 1,319.40 feet to a point; thence departing said line South 01 degrees 29 minutes 57 seconds East a distance of 990.28 feet to a point on the North line of the South Half (S 1/2) of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section; thence on said line North 88 degrees 20 minutes 55 seconds East a distance of 1,319.80 feet to a point on the East line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section; thence departing said South line on said East line South 01 degrees 29 minutes 57 seconds East a distance of 330.09 feet to a point, said point being the Southeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section; thence departing said line on the North line of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) South 88 degrees 20 minutes 55 seconds West a distance of 1,319.65 feet to a point, said point being the Northeast corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4); thence departing said line South 01 degrees 29 minutes 54 seconds East a distance of 1,319.92 feet to a point, said point being the Northwest corner of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section; thence departing the South line of the Northeast Quarter (NE 1/4) South 01 degrees 29 minutes 54 seconds East a distance of 448.49 feet to a point; thence South 88 degrees 35 minutes 49 seconds West a distance of 1,067.90 feet to a point; thence North 01 degrees 35 minutes 00 seconds West a distance of 2,439.01 feet to a point; thence North 69 degrees 00 minutes 50 seconds West a distance of 268.28 feet to a point on the West line of said Northeast Quarter (NE 1/4); thence on said line North 01 degrees 30 minutes 50 seconds West a distance of 550.82 feet to the POINT OF BEGINNING.

Contains 3,891,301 Square Feet, or 89.3320 Acres, more or less.

Incentive District B:

All that part of a tract of land lying in Section Thirty-Three (33), Township Twenty-Two (22) North, Range Sixteen (16) East of the Indian Base and Meridian, Rogers County, Oklahoma, more particularly described by Gregory Chad Weller, Oklahoma PLS-2075 of Olsson, LS-114, on March 24, 2026, as follows:

COMMENCING at the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty-Three (33), Township Twenty-Two (22) North, Range Sixteen (16) East; thence on the East line of the said Northeast Quarter (NE 1/4) South 01 degrees 30 minutes 50 seconds East a distance of 550.82 feet to a point, said point being the POINT OF BEGINNING; thence departing said line South 69 degrees 00 minutes 50 seconds East a distance of 268.28 feet to a point; thence South 01 degrees 35 minutes 00 seconds East a distance of 2,439.01 feet to a point; thence South 88 degrees 35 minutes 49 seconds West a distance of 71.97 feet; thence in a Southwesterly direction, on a tangent curve to the left, whose initial tangent bears South 88 degrees 35 minutes 49 seconds West, having a radius of 280.00 feet, through a central angle of 48 degrees 46 minutes 06 seconds, an arc distance of 238.33 feet to a point on a tangent line; thence South 39 degrees 49 minutes 43 seconds West a distance of 391.69 feet to a point; thence North 88 degrees 15 minutes 57 seconds West a distance of 489.93 feet to a point; thence North 77 degrees 55 minutes 01 seconds West a distance of 248.50; thence South 78 degrees 31 minutes 08 seconds West a distance of 390.00 feet to a point; thence South 09 degrees 55 minutes 48 seconds West a distance of 155.70 feet to a point; thence South 88 degrees 33 minutes 02 seconds West a distance of 1,204.45 feet to a point on the West line of the Southwest Quarter (SW 1/4) of said Section; thence on said line North 01 degrees 29 minutes 34 seconds West a distance of 334.43 feet to a point; thence departing said line North 88 degrees 40 minutes 02 seconds East a distance of 201.45 feet to a point; thence North 00
degrees 57 minutes 46 seconds West a distance of 46.56 feet to a point; thence North 01 degrees 26 minutes 28 seconds West a distance of 599.63 feet to a point on the North line of the Southwest Quarter (SW 1/4) of said section; thence on said line South 88 degrees 39 minutes 32 seconds West a distance of 202.42 feet to a point on the West line of said Southwest Quarter (SW 1/4); thence departing said North line on said West line North 01 degrees 29 minutes 34 seconds West a distance of 444.37 feet to a point; thence departing said West line North 88 degrees 39 minutes 32 seconds East a distance of 247.12 feet to a point; thence South 15 degrees 14 minutes 43 seconds West a distance of 232.20 feet to a point; thence South 15 degrees 14 minutes 43 seconds West a distance of 21.13 feet to a point; thence South 11 degrees 31 minutes 18 seconds West a distance of 139.89 feet to a point; thence South 82 degrees 46 minutes 00 seconds East a distance of 340.43 feet to a point; thence South 89 degrees 20 minutes 11 seconds East a distance of 184.52 feet to a point; thence North 82 degrees 44 minutes 17 seconds East a distance of 340.63 feet to a point; thence North 72 degrees 07 minutes 00 seconds East a distance of 487.30 feet to a point; thence North 40 degrees 16 minutes 10 seconds West a distance of 76.21 feet to a point; thence South 70 degrees 23 minutes 08 seconds West a distance of 59.24 feet to a point; thence North 46 degrees 09 minutes 52 seconds West a distance of 226.93 feet to a point; thence North 11 degrees 57 minutes 01 seconds West a distance of 61.77 feet to a point; thence North 11 degrees 57 minutes 01 seconds West a distance of 45.48 feet to a point; thence North 16 degrees 11 minutes 28 seconds
East a distance of 135.86 feet to a point; North 03 degrees 17 minutes 56 seconds West a distance of 273.58 feet to a point; thence North 48 degrees 25 minutes 46 seconds East a distance of 1,855.92 feet to the POINT OF BEGINNING.

Contains 5,009,878 Square Feet, or 115.0110 Acres, more or less.

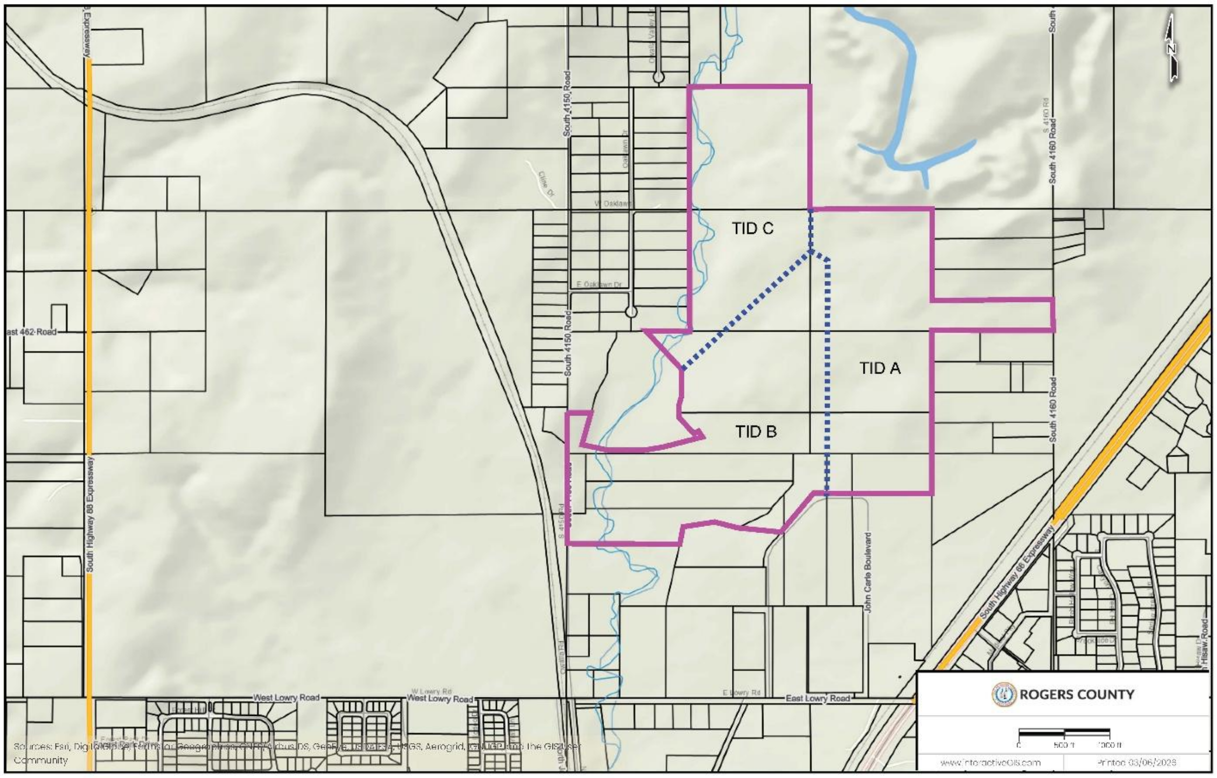
Incentive District C:

All that part of a tract of land lying in the Southwest Quarter (SW 1/4) of Section Twenty-Eight (28), Township Twenty-Two (22) North, Range Sixteen (16) East and also lying in Section Thirty-Three (33), Township Twenty-Two (22) North, Range Sixteen (16) East of the Indian Base and Meridian, Rogers County, Oklahoma, more particularly described by Gregory Chad Weller, Oklahoma PLS-2075 of Olsson, LS-114, on March 24, 2026, as follows:

BEGINNING at the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty-Three (33), Township Twenty-Two (22) North, Range Sixteen (16) East; thence on the East line of the Northeast Quarter (NE 1/4) South 01 degrees 30 minutes 50 seconds East a distance of 550.82 feet to a point; thence departing said line South 48 degrees 25 minutes 46 seconds West a distance of 1,855.92 feet to a point; thence North 43 degrees 36 minutes 35 seconds West a distance of 580.68 feet to a point on the South line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4); thence on said line North 88 degrees 42 minutes 10 seconds East a distance of 487.82 feet to a point; thence departing said line North 01 degrees 30 minutes 16 seconds West a distance of 1,322.63 feet to a point on the North line of the Northwest Quarter (NW 1/4) of said Section, said line also being the South line of the Southwest Quarter (SW 1/4) of Section Twenty-Eight (28), Township Twenty-Two (22) North, Range Sixteen (16) East; thence departing said line North 01 degrees 30 minutes 16 seconds West a distance of 1,322.63 feet to a point; thence North 88 degrees 16 minutes 24 seconds East a distance of 1,321.57 feet to a point on the East line of Southwest Quarter of said Section Twenty-Eight (28); thence on said line South 01 degrees 30 minutes 50 seconds East a distance of 1,334.02 feet to the POINT OF BEGINNING.

Contains 3,344,432 Square Feet, or 76.7776 Acres, more or less.

Exhibit A.2
Map of Property and Incentive Districts



<u>Exhibit B.1</u>

<u>Copy of City of Claremore Local Development Act Review Committee Findings and Recommendation</u>

[Attached]

Exhibit B.2

Copy of City of Claremore-Rogers County Metropolitan Area Planning Commission Resolution

[Attached]

Exhibit C

Copy of Project Plan Ordinance

[Attached]

Exhibit D

Reserved

Exhibit E

Incentive District Non-exempt Value Assessments

The Non-exempt Value for each Incentive District is equal to the total market value of real and personal property within the Incentive District multiplied by the assessment ratio. The County Assessor has certified the Non-exempt Value for each Incentive District, as set forth in the table below.

Parcel	**Acreage**	**Percentage of Total Project Area Acreage**	**Incentive District Non-exempt Value**
Incentive District A			
Incentive District B			
Incentive District C			

Exhibit F

Estimated Schedule of Calculated PILOT Payments Associated with the Incentive Districts (Phase 1)

[Attached]

Exhibit G

Annual Reporting Form

City of Claremore – Tax Incentive District Annual Reporting Form*

Project Name:____

Project Location:______________________________________

Incentive District: #___________________________________

Reporting Period:_________________ to _________________

Reporting	
Entities receiving exemptions	
Description of exempted property and improvements	
Estimated fair market value of property exempted	
Exemption term remaining	

**Information in this Annual Reporting Form provided in compliance with 62 O.S. § 867.*

EXHIBIT H.1
TO LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

Form of Assignment and Assumption Agreement to be utilized if all or a portion of the Project Area and all development thereon is transferred

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment Agreement**") is made and entered into by and between Mustang Tulsa Holdings, LLC, a Delaware limited liability company (the "**Company**") and ________________________________, a(n) ___________________________ (the "**Successor**"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Local Development Act Tax Incentive Agreement between Company, the City of Claremore, Oklahoma, a municipal corporation (the "**City**"), the Board of County Commissioners of Rogers County, Oklahoma (the "**County**"), the Board of Education of Sequoyah School District No. I-6 of Rogers County, Oklahoma (the "**Sequoyah Public Schools**"), the Board of Education of the Northeast Technology Center District No. 11 ("**Northeast Tech**"), the Board of Education of Oologah-Talala School District No. I-4 of Rogers County, Oklahoma (the "**Oologah Public Schools**"), the Fair Board of the Rogers County Fair ("**County Fair**"), the Board of Oologah-Talala Emergency Medical Services ("**OTEMS**"), and the Rogers County Board of Health of the Rogers County Health Department ("**Health Department**") (collectively, the County, Sequoyah Public Schools, Northeast Tech, Oologah Public Schools, County Fair, OTEMS, and Health Department are the "**Taxing Entities**") (the Company, the City, and the Taxing Entities are collectively referred to as the "**Parties**" and each as a "**Party**"), dated __________, 2026 (the "**Tax Incentive Agreement**"), a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, on __________, 2026, the City adopted the Project Plan Ordinance, approving the Claremore Data Center Economic Development Project Plan in order to provide ad valorem property tax exemptions for the Project on the Property (both as defined in the Tax Incentive Agreement), and at the same time approved [three (3)] Incentive Districts on the Property, all as specified in the Project Plan Ordinance and the Tax Incentive Agreement; and

WHEREAS, on _______________, 2026, the Company, the City, and the Taxing Entities entered into the Tax Incentive Agreement setting forth the terms and conditions of the Incentive District Exemption; and

WHEREAS, by virtue of a transfer of [a portion of] the Property, the Successor on _______, 20__ (the "**Transfer Date**") has or will succeed to the interest of the Company (or a successor to the Company) in [all of the Property] [a portion of the Property] as identified on Exhibit B attached hereto and incorporated herein, including all personal and real property thereon (the "**Transferred Property**"); and

WHEREAS, the Successor wishes to obtain all of the benefits and incur all of the obligations of the Tax Incentive Agreement with respect to the Transferred Property, as well as any additional property later developed, located or installed within or on the Transferred Property, and, as agreed in the Tax Incentive Agreement, the City and the Taxing Entities shall make these benefits available to the Successor on the terms set forth in the Tax Incentive Agreement as long as the Successor executes this Assignment Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Tax Incentive Agreement, and the benefit to be derived by the Successor from the execution hereof, the Parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company with respect to the Transferred Property, and (b) all of the benefits, rights and entitlements of the Tax Incentive Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the Transfer Date, of all of the representations, warranties and covenants made by or required of the Company that are contained in the Tax Incentive Agreement; provided, however, that to the extent such representations, warranties and covenants are related to the Property, the Successor's certification is limited to the Transferred Property (if less than all of the Property). Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the Tax Incentive Agreement: Section 2 ("Project"), Section 4 ("Tax Exemption Terms"), Section 5 ("Payments Associated with the Incentive Districts"), Section 6 ("Annual Report"), Section 8 ("Default"), Section 9 ("Remedies"), and Section 11 ("Successors and Assigns").

2. Pursuant to Section 11 of the Tax Incentive Agreement, the Company and Successor acknowledge that the City and the Taxing Entities have permitted this assignment to Successor as provided herein, such that Successor shall have all of the benefits, rights, and entitlements, including without limitation the right to utilize Incentive District Exemption for all Transferred Property and any other property within or on the Transferred Property, in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the Tax Incentive Agreement.

3. The City, on behalf of each of the Taxing Entities, acknowledges through the Transfer Date that the Tax Incentive Agreement is in full force and effect, confirms the Company has complied with the Tax Incentive Agreement with respect to the Transferred Property, and releases the Company from liability for any defaults occurring after the Transfer Date with respect to the Transferred Property.

4. Notices to the Successor with respect to the Tax Incentive Agreement shall be given as stated in Section 14 thereof, addressed as follows:

[Successor Name
Successor Mailing Address
Successor Email Address]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their duly authorized representatives to be effective as of _________________.

COMPANY

[_____________________________]

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

SUCCESSOR

[Name of Successor]

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

ACKNOWLEDGED AND AGREED

City of Claremore, Oklahoma,
a municipal corporation

By:_____________________________________

Print Name: ______________________________

Title: _____________________________

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Tax Incentive Agreement

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of the Transferred Property

EXHIBIT H.2
TO LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

Form of Partial Assignment and Assumption Agreement to be utilized for any Successor that will own exempt property within the Project Area

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Partial Assignment Agreement**") is made and entered into by and between Mustang Tulsa Holdings, LLC, a Delaware limited liability company (the "**Company**") and ________________________________, a(n) __________________________ (the "**Successor**"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Local Development Act Tax Incentive Agreement between Company, the City of Claremore, Oklahoma, a municipal corporation (the "**City**"), the Board of County Commissioners of Rogers County, Oklahoma (the "**County**"), the Board of Education of Sequoyah School District No. I-6 of Rogers County, Oklahoma (the "**Sequoyah Public Schools**"), the Board of Education of the Northeast Technology Center District No. 11 ("**Northeast Tech**"), the Board of Education of Oologah-Talala School District No. I-4 of Rogers County, Oklahoma (the "**Oologah Public Schools**"), the Fair Board of the Rogers County Fair ("**County Fair**"), the Board of Oologah-Talala Emergency Medical Services ("**OTEMS**"), and the Rogers County Board of Health of the Rogers County Health Department ("**Health Department**") (collectively, the County, Sequoyah Public Schools, Northeast Tech, Oologah Public Schools, County Fair, OTEMS, and Health Department are the "**Taxing Entities**") (the Company, the City, and the Taxing Entities are collectively referred to as the "**Parties**" and each as a "**Party**"), dated __________, 2026 (the "**Tax Incentive Agreement**"), a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, on **__________**, 2026, the City adopted the Project Plan Ordinance, approving the Claremore Data Center Economic Development Project Plan in order to provide ad valorem property tax exemptions for the Project on the Property (both as defined in the Tax Incentive Agreement), and at the same time approved three (3) Incentive Districts on the Property, all as specified in the Project Plan Ordinance and the Tax Incentive Agreement; and

WHEREAS, on **_______________**, 2026, the Company and the Taxing Entities entered into the Tax Incentive Agreement setting forth the terms and conditions of the Incentive District Exemptions; and

WHEREAS, the Successor will own certain real or personal property constituting a portion of the Project, as described more particularly on Exhibit B attached hereto and incorporated herein, and which property may be supplemented or replaced from time to time ("**Successor Property**"); and

WHEREAS, the Successor wishes to obtain a portion of the benefits of the Tax Incentive Agreement, and, as agreed in the Tax Incentive Agreement, the City and the Taxing Entities shall make these benefits available to the Successor on the terms set forth in the Tax Incentive Agreement as long as the Successor executes this Partial Assignment Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Tax Incentive Agreement, and the benefit to be derived by the Successor from the execution hereof, the Parties hereto agree as follows:

1. From and after the Effective Date, the Company hereby assigns a portion of the benefits of the Tax Incentive Agreement, including without limitation, the right to utilize Incentive District Exemptions for all Successor Property, subject to the terms and conditions of the Tax Incentive Agreement.

2. From and after the Effective Date, the Company hereby (i) agrees to remain bound by and perform all obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company; and (ii) certifies to the validity of all of the representations, warranties and covenants made by or required of the Company that are contained in the Tax Incentive Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties of the Company include, but are not limited to, those contained in the following Sections of the Tax Incentive Agreement: Section 2 ("Project"), Section 4 ("Tax Exemption Terms"), Section 5 ("Payments Associated with the Incentive Districts"), Section 6 ("Annual Report"), Section 8 ("Default"), Section 9 ("Remedies"), and Section 11 ("Successors and Assigns").

3. Pursuant to Section 11 of the Tax Incentive Agreement, the Company and Successor acknowledge that the City and the Taxing Entities have permitted this assignment to Successor, such that Successor shall have certain benefits, entitlements, and rights as provided herein, including without limitation, the right to Incentive District Benefits for all Successor Property, in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the Tax Incentive Agreement.

4. Notices to the Successor with respect to the Tax Incentive Agreement shall be given as stated in Section 14 thereof, addressed as follows:

[Successor Name
Successor Mailing Address
Successor Email Address]

IN WITNESS WHEREOF, the parties have caused this Partial Assignment Agreement to be executed by their duly authorized representatives to be effective as of _________________.

COMPANY

[__________________]

By:______________________________________

Print Name: ______________________________

Title:_____________________________________

SUCCESSOR

[Name of Successor]

By:______________________________________

Print Name: ______________________________

Title:_____________________________________

ACKNOWLEDGED AND AGREED

City of Claremore, Oklahoma,
a municipal corporation

By:______________________________________

Print Name: ______________________________

Title: ____________________________

EXHIBIT A
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Tax Incentive Agreement

EXHIBIT B
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of Successor Property

Council Meeting of May 4, 2026

Motion by:__________ **Second by: __________**

Discussion and possible action on Ordinance No. 2026-_____, requesting a zoning change from R-SF5 (Residential Single-Family 5 District) to MF-2 (Multi-Family 2) on a tract of land located in the South Side Addition to the City of Claremore, Rogers County, Oklahoma, according to the recorded plat thereof (Kyle Clifton).

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

City of Claremore
City Council Agenda Item

DATE:	May 4, 2026
FROM/NAME:	Kyle Clifton
DEPARTMENT:	Community Development
ITEM:	Discussion and possible action on a request to approve a zoning change from R-SF 5 (Residential Single-Family 5 District) to MF-2 (Multi-Family 2) on a tract of land located in the South Side Addition, to the City of Claremore, Rogers County, Oklahoma, according to the recorded plat thereof.
BACKGROUND:	The current use of the property is single-family residential/vacant and the applicant desires to rezone in order to construct one duplex. **SITE CONDITIONS:** **Address:** 603 S. Chickasaw Ave. **General Location:** S of Inola St. and W of S. Chickasaw Ave. **Current Land Use:** Single-Family/Vacant **Development Size:** 0.25 acres **Past Actions:** None **CHARACTER OF THE AREA:** **Surrounding Area:** The property is immediately surrounded by the following: **North:** R-SF 5 (Residential Single-Family 5 District) **East:** R-SF 5 (Residential Single-Family 5 District) **South:** R-SF 5 (Residential Single-Family 5 District) **West:** R-SF 5 (Residential Single-Family 5 District) The property has street frontage on S. Chickasaw Ave. and the surrounding area consists of single-family and multi-family residential. **COMPATIBILITY WITH COMPREHENSIVE PLAN:** The Land Use and Development Chapter identifies a number of key issues and considerations, including that housing is a linchpin for Claremore's future. This has been further validated through the 2023 City of Claremore Housing Study. The Claremore 2040 Comprehensive Plan designates this property as Neighborhood Conservation on the Future Land use Map. This designation is applied to established neighborhoods that are largely built-out and stable and where no significant change in development type or pattern is expected or desired. The acceptable development types within this future land use designation include detached residential dwellings, as well as attached housing types in particular neighborhoods.

	PUBLIC HEARING AND RECOMMENDATION: At a regular scheduled Planning Commission meeting on April 21, 2026, the City of Claremore-Rogers County Metropolitan Area Planning Commission recommended approval of the rezone by a vote of 3 votes in favor, 0 votes in opposition, and 1 abstention (3-0-1). In accordance with City of Claremore Code of Ordinances Chapter 31, Section §31.05, Chairman Green disclosed his personal conflict of interest and entered an abstention on the item. The applicant has requested to change the zoning of the subject property from R-SF 5 to MF-2 in order to construct one duplex. Staff recommends approval of the rezoning request and concludes that the requested zoning change to MF-2 zoning district is not a violation of the spirit and intent of the Comprehensive Plan, nor has it been found to be injurious to the surrounding area due to the proposed use being one of the uses that currently forms the neighborhood's prevailing character. **Attachments**: Staff Report, Exhibit, and Ordinance
BUDGETED ITEM/ ACCOUNT:	N/A
TIME FRAME:	30 days after passage in accordance with O.S. §11-14-103.
ISSUE:	Approval/Denial of an ordinance changing the zoning from R-SF 5 to MF-2.
RECOMMEND-ATIONS:	The Planning Commission recommends approval. Staff also recommends approval.
ACTION NEEDED:	Council vote to approve or deny the ordinance amending the zoning from R-SF 5 to MF-2.
PUBLIC NOTIFICATION:	• May 4, 2026 – City Council Agenda • April 21, 2026 – Planning Commission Agenda • Publication in newspaper • Posting of a sign on the property • Mailing of written notice to property owners within 300-foot radius

STAFF REPORT
May 4, 2026

ZONING ITEM – CZ2026-02

Discussion and possible action on a request to approve a zoning change from Residential Single-Family District (R-SF 5) to Multi-Family 2 District (MF-2) on a tract of land described in Document #2025-012734 more particularly described as follows:

LEGAL DESCRIPTION: LOTS 2 AND 3 IN BLOCK 1 OF SOUTH SIDE ADDITION, TO THE CITY OF CLAREMORE, ROGERS COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

APPLICANT: Leland's Homes

NATURE OF THE REQUEST:

Background: The current use of the property is single-family residential/vacant and the applicant desires to rezone in order to construct one duplex.

Current Zoning: R-SF 5 (Residential Single-Family 5 District)

Proposed Zoning: MF-2 (Multi-Family 2 District)

SITE CONDITIONS:

Address: 603 S. Chickasaw Ave.

General Location: S of Inola St. and W of S. Chickasaw Ave.

Current Land Use: Single-Family Residential

Development Size: 0.25 acres

Past Actions: None

CHARACTER OF THE AREA:

Surrounding Area: The property is immediately surrounded by the following:

- **North:** R-SF 5 (Residential Single-Family 5 District)
- **East:** R-SF 5 (Residential Single-Family 5 District)
- **South:** R-SF 5 (Residential Single-Family 5 District)
- **West:** R-SF 5 (Residential Single-Family 5 District)

The property has street frontage on S. Chickasaw Ave. and the surrounding area consists of single-family and multi-family residential.

Figure 1. **Zoning Map** – See attached Exhibit.

ZONING CODE DISCUSSION:

Zoning Designation Description:

The Multi-Family 2 District (MF-2) is established to provide opportunities for medium-density multi-family residential uses with a maximum density of 40 dwelling units per acre, which are designed to be compatible with their sites and surroundings.

City of Claremore UNIFIED DEVELOPMENT CODE

TABLE 7.1: Allowed Use

P= Permitted, P=Permitted with design criteria, E= Special Exception required*
**=See Table 7.3, (blank) = Not Permitted*

	Residential								Office/ Commercial				Industrial	
	AG	RE	R-SF 10	R-SF 5	MX	MF-1	MF-2	RMH	O	EC	NC	RC	LI	HI
Residential and Lodging Uses														
Hotel							P		P	P	E	P	P	P
Bed and Breakfast	P	P												
Multi-Family Residential - Ground Floor					P	P	P							
Multi-Family Residential - Upper Floor					P	P	P							
Group Home					E	E	E		E					
Retirement, Nursing Home, Continuing Care, Assisted Living	E	E	E	E	P	P	P		E					
Multi-Unit Home					P	P	P							
Single-Family Residential, Multi-ily attached dwelling unit (townhomes)/ patio home, duplex, triplex, quadplex					P*	P*	P*							
Dwelling, Live/Work					P*	P*	P*							
Single-Family Residential, Detached	P	P	P	P	E									
Manufactured Housing	P	E						P						
Transitional Housing					E	E	E							
Accessory Building or Structure, see Table 7.3	*	*	*	*	*	*	*							

LAND USE ANALYSIS:

Future Land Use Map Designation: Neighborhood Conservation
Compatibility with the Claremore 2040 Comprehensive Plan:

The Claremore 2040 Comprehensive Plan designates this property as Neighborhood Conservation on the Future Land use Map.

- Description:

  NEIGHBORHOOD CONSERVATION

  "This designation is applied to established neighborhoods that are largely built-out and stable and where no significant change in development type or pattern is expected or desired. To implement a conservation strategy, the current zoning districts for these areas may warrant repurposing, and their uses and standards may require recalibration, to maintain the desired neighborhood character. This zoning approach is designed to 'lock in' standards that reflect and reinforce how a neighborhood originally developed or has evolved over time, to preserve its existing, prevailing character. In other cases, a customized Neighborhood Conservation zone may serve to manage a neighborhood in transition, such as where older homes fronting on a perimeter street with increasing traffic volumes could be allowed to convert to small-scale office uses over time while still maintaining a residential character and appearance."

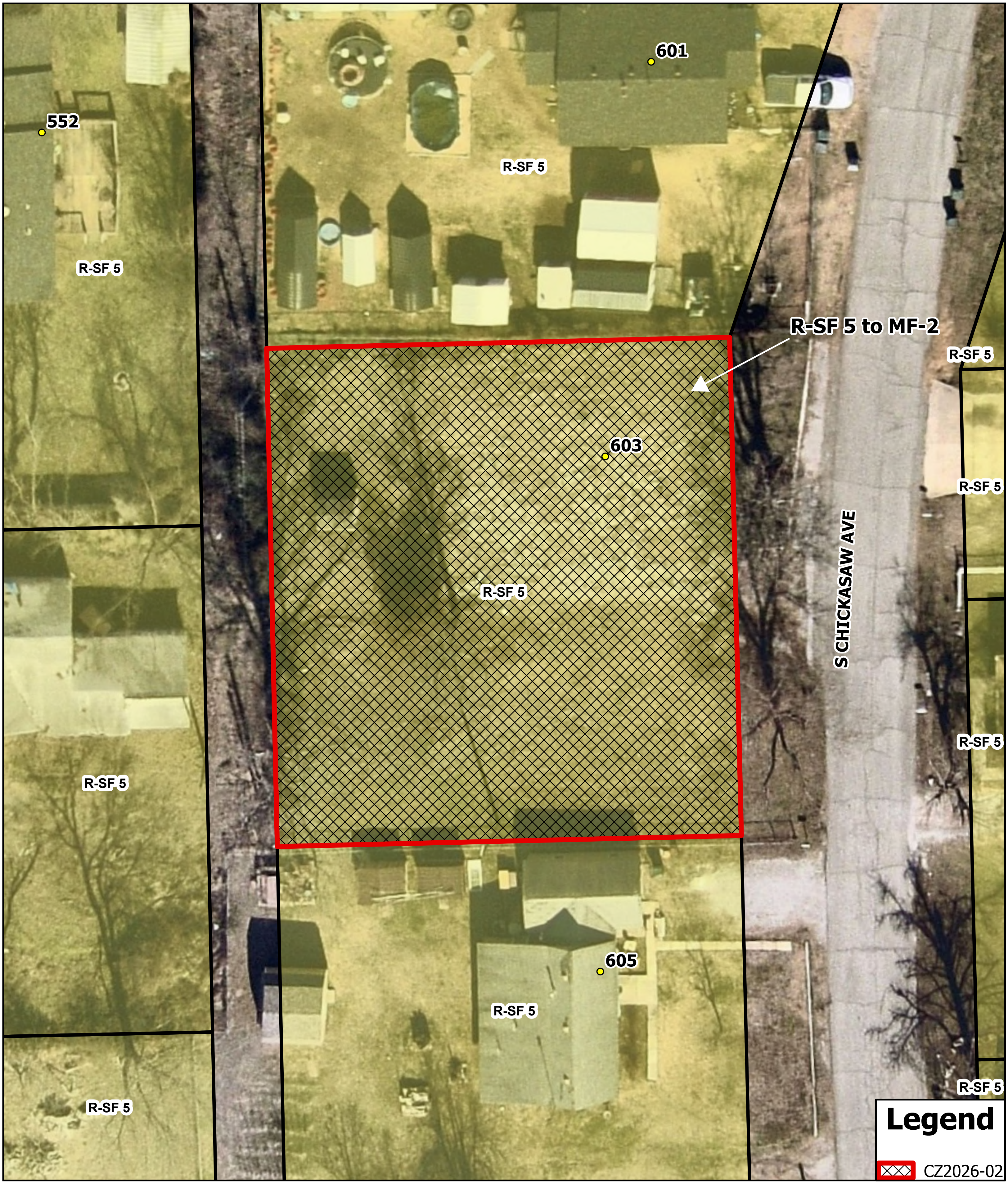
- Development Types:
  - "Detached residential dwellings and, in particular neighborhoods, may include some attached housing types
  - Public/institutional uses (including certain public assembly uses such as places of worship)
  - Parks and public spaces"

- Characteristics:
  - "The integrity of older, intact neighborhoods may be protected through customized Neighborhood Conservation zoning with standards that ensure no significant change in the development type or pattern and reinforce existing physical conditions (e.g., prevailing lot sizes, building setbacks, architectural elements, such as front porches, etc.).
  - Designed to preserve existing housing stock and to also govern periodic infill and/or redevelopment activity within a neighborhood to ensure compatibility while avoiding excessive variance requests and/or non-conformities.
  - Depending on the particular neighborhood, the customized zoning may provide for small-scale office or retail uses on vacant sites at the edge of the neighborhood or other appropriate locations."

STAFF REVIEW/COMMENTS/RECOMMENDATION:

At a regular scheduled Planning Commission meeting on April 21, 2026, the City of Claremore-Rogers County Metropolitan Area Planning Commission recommended approval of the rezone by a vote of 3 votes in favor, 0 votes in opposition, and 1 abstention (3-0-1). In accordance with City of Claremore Code of Ordinances Chapter 31, Section §31.05, Chairman Green disclosed his personal conflict of interest and entered an abstention on the item.

The applicant has requested to change the zoning of the subject property from R-SF 5 to MF-2 in order to construct one duplex. Staff recommends approval of the rezoning request and concludes that the requested zoning change to MF-2 zoning district is not a violation of the spirit and intent of the Comprehensive Plan, nor has it been found to be injurious to the surrounding area due to the proposed use being one of the uses that currently forms the neighborhood's prevailing character.



N

0 10 20 40 Feet

1 inch = 26 feet

CZ2026-02
Applicant: Leland's Homes

WE CLAREMORE OKLAHOMA

ORDINANCE 2026-_____

AN ORDINANCE CHANGING THE ZONING ON A TRACT OF LAND LOCATED IN THE SOUTH SIDE ADDITION OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, ROGERS COUNTY, OKLAHOMA, FROM RESIDENTIAL SINGLE-FAMILY 5 DISTRICT TO MULTI-FAMILY 2 DISTRICT AND DIRECTING THE APPROPRIATE AMENDMENT TO THE ZONING MAP OF THE CITY OF CLAREMORE, OKLAHOMA.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF CLAREMORE, OKLAHOMA, AS FOLLOWS.

Section 1. Pursuant to the recommendation of the City of Claremore-Rogers County Metropolitan Area Planning Commission, the zoning designation and/or classification of the following described real property located within the City of Claremore, Rogers County, State of Oklahoma, to-wit:

LOTS 2 AND 3 IN BLOCK 1 OF SOUTH SIDE ADDITION, TO THE CITY OF CLAREMORE, ROGERS COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

is hereby changed from Residential Single-Family 5 (R-SF 5) to Multi-Family 2 (MF-2).

Section 2. The City of Claremore-Rogers County Metropolitan Area Planning Commission is hereby directed to amend the zoning map of the City of Claremore to reflect the above zoning change.

PASSED AND APPROVED the ______ day of ________________, 2026.

CITY OF CLAREMORE,
OKLAHOMA

____
DEBBIE LONG
MAYOR

ATTEST: (SEAL)

____
SARAH SHARP

CITY CLERK

APPROVED AS TO FORM
AND LEGALITY:

____
ADAM HEAVIN
CITY ATTORNEY
Dated: ______________

APPROVED IN CONFORMANCE
WITH ZONING ORDINANCES:

____
KYLE CLIFTON
CITY PLANNER
Dated: ______________

Council Meeting of May 4, 2026

Motion by:___________ Second by: __________

Discussion and possible action on Ordinance No. 2026-____, requesting a zoning change from R-SF10 (Residential Single-Family 10 District) & MF-2 (Multi-Family 2 District) to R- SF10 (Residential Single-Family 10 District) & MF-2 (Multi-Family 2 District) with a Supplemental PUD on a tract of land located in Government Lot 6 and Government Lot 7 of Section 6, Township 21 North, Range 16 East of the I.B.&M., Rogers County, Oklahoma, according to the U.S. Government survey thereof (Kyle Clifton).

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

City of Claremore
City Council Agenda Item

DATE:	May 4, 2026
FROM/NAME:	Kyle Clifton
DEPARTMENT:	Community Development
ITEM:	Discussion and possible action on a request to approve a zoning change from Residential Single-Family 10 District (R-SF 10) & Multi-Family 2 District (MF-2) to Residential Single-Family 10 District (R-SF 10) & Multi-Family 2 District (MF-2) with a Supplemental PUD on a tract of land located in Government Lot Six (6) and Government Lot Seven (7) of Section Six (6) of Township Twenty-One (21) North and Range Sixteen (16) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey thereof, Rogers County, State of Oklahoma.
BACKGROUND:	The property is currently vacant and the applicant desires to construct a planned unit development that allows up to 72 single-family homes and 10 townhomes for a total of 92 dwelling units on a total of 38.336 acres. **<u>SITE CONDITIONS:</u>** **General Location:** N of W. Blue Starr Drive and E of Northaven Road **Current Land Use:** Vacant **Development Size:** 38.336 acres **Past Actions:** Rezone from AG to RS-2 & RM-2 in 2021 (Ordinance #2021-11) **<u>CHARACTER OF THE AREA:</u>** **Surrounding Area:** The property is immediately surrounded by the following: **North:** A (Agricultural District) **East:** A (Agricultural District) **South:** A (Agricultural District) **West:** AG (Rogers County) The property has street frontage on Northaven Road and W. Blue Starr Drive, and the surrounding area consists of single-family residential and institutional uses. **<u>COMPATIBILITY WITH COMPREHENSIVE PLAN:</u>** The Land Use and Development Chapter identifies a number of key issues and considerations, including that housing is a linchpin for Claremore's future. This has been further validated through the 2023 City of Claremore Housing Study. The Claremore 2040 Comprehensive Plan designates this property as Suburban Residential on the Future Land use Map. This designation is for residential areas where suburban character is established and preserved by achieving a balance

	between buildings and other site improvements relative to the degree of open space maintained within the neighborhood. The acceptable development types within this future land use designation include detached residential dwellings, planned developments that integrate other housing typologies, and golf course subdivisions. **<u>PUBLIC HEARING AND RECOMMENDATION</u>**: At a regular scheduled Planning Commission meeting on April 21, 2026, the City of Claremore-Rogers County Metropolitan Area Planning Commission recommended unanimous approval of the rezone by a vote of 4 votes in favor, 0 votes in opposition, and 0 abstentions (4-0-0). The Comprehensive Plan designates this area as Suburban Residential in the future land use map. This designation promotes planned unit developments and more specifically the ability to mix housing typologies. Due to the close proximity of another residential PUD property to the west, staff finds that the zoning request is in line with the spirit and intent of the Comprehensive Plan and is compatible with the surrounding uses. Staff does not anticipate an injurious effect to the surrounding area should the request be approved. As April 16, 2026, staff has received one comment in opposition from a property owner within 300 feet of the subject property. **Attachments**: Staff Report, Exhibit, PUD Development Plan, and Ordinance
BUDGETED ITEM/ ACCOUNT:	N/A
TIME FRAME:	30 days after passage in accordance with O.S. §11-14-103.
ISSUE:	Approval/Denial of an ordinance changing the zoning from R-SF 10 & MF-2 to R-SF 10 & MF-2 with Supplemental PUD.
RECOMMEND-ATIONS:	The Planning Commission recommends approval. Staff also recommends approval.
ACTION NEEDED:	Council vote to approve or deny the ordinance amending the zoning from R-SF 10 & MF-2 to R-SF 10 & MF-2 with Supplemental PUD.
PUBLIC NOTIFICATION:	• May 4, 2026 – City Council Agenda • April 21, 2026 – Planning Commission Agenda • Publication in newspaper • Posting of a sign on the property • Mailing of written notice to property owners within 300-foot radius

STAFF REPORT

May 4, 2026

ZONING ITEM – CZ2026-03

Discussion and possible action on a request to approve a zoning change from Residential Single-Family 10 District (R-SF 10) & Multi-Family 2 District (MF-2) from Residential Single-Family 10 District (R-SF 10) & Multi-Family 2 District (MF-2) with a Supplemental PUD on part of a tract of land described in Document #2022-010046 more particularly described as follows:

LEGAL DESCRIPTION:
A TRACT OF LAND LOCATED IN GOVERNMENT LOT SIX (6) AND GOVERNMENT LOT SEVEN (7) IN SECTION SIX (6) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE SIXTEEN (16) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, ROGERS COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SW/4 OF SEC. 6, T-21-N, R-16-E, I.B.&M.; THENCE N 01°16'29"W ALONG THE WEST LINE OF SAID SW/4 A DISTANCE OF 686.00 FEET TO THE POINT OF BEGINNING; THENCE N 01°16'29"W ALONG THE WEST LINE OF SAID SW/4 A DISTANCE OF 800.13 FEET; THENCE N 88°43'31"E A DISTANCE OF 105.50 FEET; THENCE N 01°16'29"W A DISTANCE OF 58.30 FEET; THENCE N 88°43'31"E A DISTANCE OF 352.54 FEET; THENCE N 01°02'16"W A DISTANCE OF 169.48 FEET; THENCE N 84°35'16"E A DISTANCE OF 214.18 FEET; THENCE N 88°29'39"E A DISTANCE OF 691.07 FEET TO THE EAST LINE OF GOVERNMENT LOT 6 IN SAID SEC. 6 BEING THE BOUNDARY OF WESTWOOD MANOR, ACCORDING TO THE RECORDED PLAT, THEREOF; THENCE S 01°10'49"E ALONG SAID BOUNDARY OF WESTWOOD MANOR A DISTANCE OF 1721.26 FEET TO THE SOUTH LINE OF SAID SW/4; THENCE S 88°15'59"W ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 350.02 FEET; THENCE N 01°10'49"W A DISTANCE OF 381.01 FEET; THENCE S 88°15'59"W A DISTANCE OF 351.25 FEET; THENCE N 01°16'29"W A DISTANCE OF 305.00 FEET; THENCE S 88°15'59"W A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 38.336 ACRES, MORE OR LESS.

APPLICANT: Highfill Properties, LLC

NATURE OF THE REQUEST:

Background: The property is currently vacant and the applicant desires to construct a planned unit development that allows up to 72 single-family homes and 10 townhomes for a total of 92 dwelling units on a total of 38.336 acres. See the attached West Park Estates PUD proposal for full details.

Current Zoning: R-SF 10 (Residential Single-Family 10 District) & MF-2 (Multi-Family 2 District)

Proposed Zoning: R-SF 10 (Residential Single-Family 10 District) & MF-2 (Multi-Family 2 District) with Supplemental PUD

SITE CONDITIONS:

General Location: N of W. Blue Starr Drive and E of Northaven Road

Current Land Use: Vacant

Development Size: 38.336 acres

Past Actions: Rezone from AG to RS-2 & RM-2 in 2021 (Ordinance #2021-11)

CHARACTER OF THE AREA:

Surrounding Area: The property is immediately surrounded by the following:

North: A (Agricultural District)

East: A (Agricultural District)

South: A (Agricultural District)

West: AG (Rogers County)

The property has street frontage on Northaven Road and W. Blue Starr Drive, and the surrounding area consists of single-family residential and institutional uses.

Figure 1. **Zoning Map** – See attached Exhibit.

ZONING CODE DISCUSSION:

Zoning Designation Description:

The Residential Single-Family 10 District (R-SF 10) is intended to accommodate suburban style large-lot (10,000 sq. ft.) Single-family detached residential uses and accessory structures. The district provisions discourage any uses that would substantially interfere with the quiet residential nature of the district.

The Multi-Family 2 District (MF-2) is established to provide opportunities for medium-density multi-family residential uses with a maximum density of 40 dwelling units per acre, which are designed to be compatible with their sites and surroundings.

A PUD is an alternative to conventional development and requires supplemental zoning approval based on a conceptual land use plan. This Development Plan must illustrate a unified development which may include various land uses that require different zoning designations as well as variations of the bulk and area requirements. The Development Plan also includes specific land use locations and use restrictions and must be submitted to the Planning Commission for review and approval.

Supplemental Zoning Designation Purpose:

A PUD is a zoning tool that is intended to:

- Permit and encourage innovative land development while maintaining appropriate limitation in the character and intensity of use and assuring compatibility with adjoining and proximate properties;
- Permit greater flexibility within the development to best utilize the unique physical features of the particular site;
- Permit creative land use design;
- Provide and preserve meaningful open space; and
- Achieve a continuity of function and design within the development.

<u>LAND USE ANALYSIS:</u>

Future Land Use Map Designation: Neighborhood Conservation

Compatibility with the Claremore 2040 Comprehensive Plan:

The Claremore 2040 Comprehensive Plan designates this property as Suburban Residential on the Future Land use Map.

- Description:
  " This designation is for residential areas where suburban character is established and preserved by achieving a balance between buildings and other site improvements relative to the degree of open space maintained within the neighborhood. The openness may be found in relatively large yard areas on individual lots and between homes and/or in common green spaces or water features. This distinguishes suburban character areas from more auto-oriented residential areas where site coverage in the form of dwellings, driveways and other paved surfaces predominates relative to undeveloped space"

- Development Types:
  - "Detached residential dwellings
  - Planned developments that integrate other housing types (e.g., attached residential such as patio homes or townhomes), with increased open space to preserve an overall suburban character
  - Gold course subdivisions
  - Public/institutional uses (including certain public assembly uses such as

places of worship)
    - Parks and public spaces”

- Characteristics:

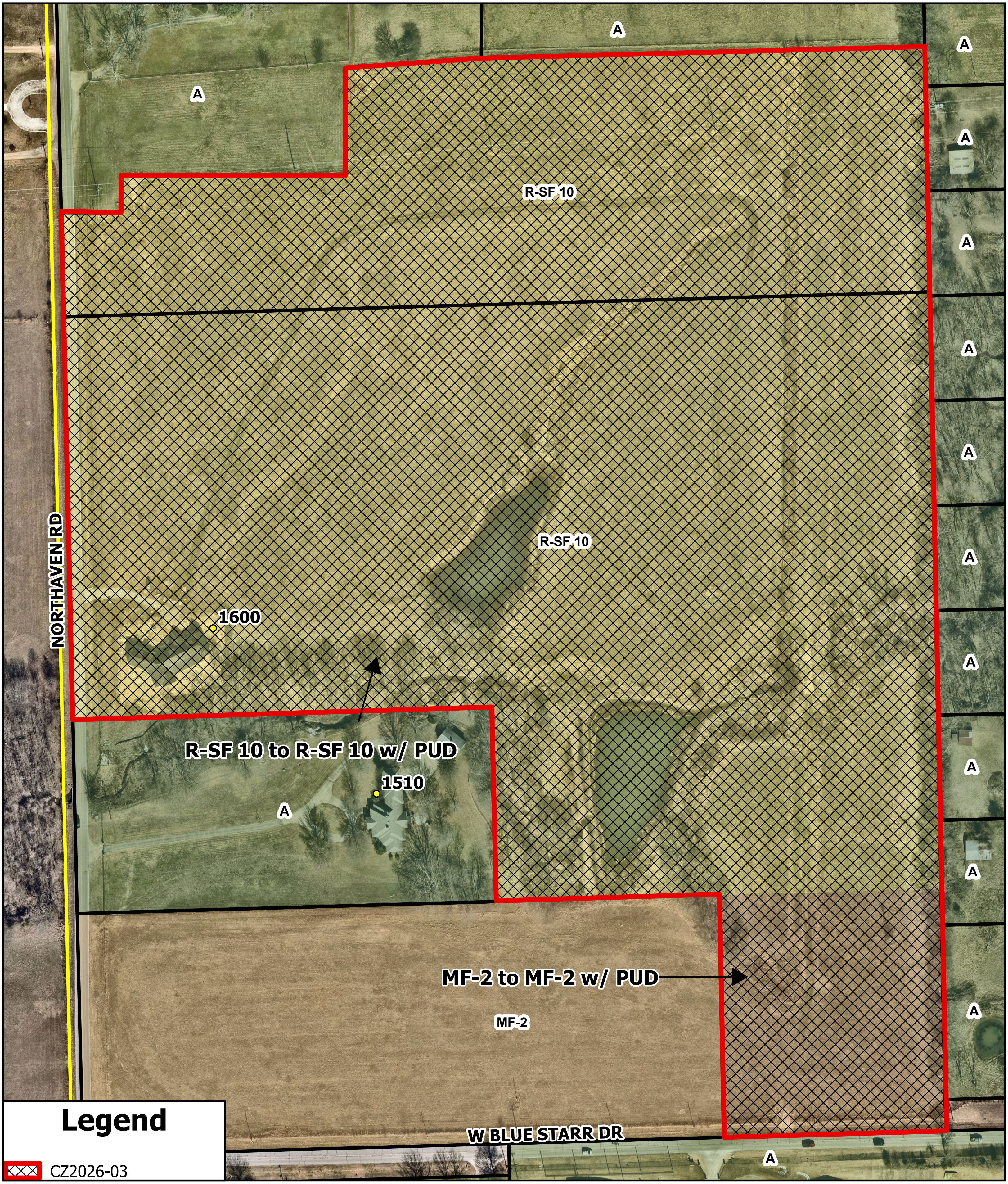
    - “Less noticeable accommodation of the automobile compared to more intensive auto-oriented residential areas, especially where driveways are on the side of homes rather than occupying a portion of the front yard space and where garages are situated to the side or rear of the dwelling.
    - A larger baseline minimum lot size in a Suburban Residential zoning district allows for deeper front yards and building setbacks and greater side separation between homes.
    - Either through permitted-by-right development options or a Planned Unit Development (PUD) approval process, can promote land planning approaches that discourage “cookie cutter” subdivision designs and allow for smaller lot sizes than the baseline in exchange for greater open space set-aside, with the additional open space devoted to maintaining the suburban character and buffering adjacent properties and roads.
    - May include a cluster development option that further concentrates the overall development footprint while providing the developer the same lot yield—or even a density bonus to incent conservation designs with an even higher level of open space set-a-side.
    - More opportunity for natural and/or swale drainage (and storm water retention/absorption) relative to concentrated storm water conveyance in auto-oriented areas.”

STAFF REVIEW/COMMENTS/RECOMMENDATION:

At a regular scheduled Planning Commission meeting on April 21, 2026, the City of Claremore-Rogers County Metropolitan Area Planning Commission recommended unanimous approval of the rezone by a vote of 4 votes in favor, 0 votes in opposition, and 0 abstentions (4-0-0).

The Comprehensive Plan designates this area as Suburban Residential in the future land use map. This designation promotes planned unit developments and more specifically the ability to mix housing typologies. Due to the close proximity of another residential PUD property to the west, staff finds that the zoning request is in line with the spirit and intent of the Comprehensive Plan and is compatible with the surrounding uses. Staff does not anticipate an injurious effect to the surrounding area should the request be approved.

As April 16, 2026, staff has received one comment in opposition from a property owner within 300 feet of the subject property.



N

0 80 160 320 Feet

1 inch = 188 feet

CZ2026-03

Applicant: Highfill Properties LLC

WE CLAREMORE OKLAHOMA

Planned Unit Development No. PUD2026-01
Zoning Case: CZ2026-03

West Park Estates PUD

Located northeast of Blue Starr Drive and Northaven Road

March 20, 2026

Owner:
Highfill Properties, LLC
196 N Davis Avenue
Claremore, OK 74017
Office: (918) 770-5053

Engineer:
Kellogg Engineering, Inc.
6755 S 4060 Road
Talala, OK 74080
Office: (918) 275-4080
Cert. of Authorization No. 2788
Renewal Date: June 30, 2027

Surveyor:
Benchmark Surveying and Land Services, Inc.
P.O. Box 1078
Owasso, OK 74055
Office: (918) 274-9081
Cert. of Authorization No. 2235
Renewal Date: June 20, 2026

TABLE OF CONTENTS:

Design Statement

PUD2026-01 is a Planned Unit Development overlay of an existing R-SF 10/MF-2 zoned parcel north of Blue Starr Dr. and east of Northaven Rd. The plat for this property will be filed subsequently.

The site is vacant and is connected to access drives on the south (to Blue Starr Dr.) and east (to Northaven Rd.) The proposed PUD will consist of single-family and multi-family development. The conceptual plan for the project can be seen in the attached Exhibit B.

Development Areas

The PUD will be two development areas. The single-family development area will consist of 72 single-family homes. The multi-family development area will consist of 10 multi-family lots comprised of townhome-style units. Exhibit A depicts the separate development areas and are more particularly described below.

Single-Family Development Area Legal Description:
A tract of land located in Government Lot Six (6) and Government Lot Seven (7) in Section Six (6) of Township Twenty-one (21) North and Range Sixteen (16) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Rogers County, State of Oklahoma; being more particularly described as follows:

COMMENCING at the SW Corner of the SW/4 of Sec. 6, T-21-N, R-16-E, I.B.&M.; Thence N 01°16'29"W along the west line of said SW/4 a distance of 686.00 feet to the POINT OF BEGINNING; Thence N 01°16'29"W along the west line of said SW/4 a distance of 800.13 feet; Thence N 88°43'31"E a distance of 105.50 feet; Thence N 01°16'29"W a distance of 58.30 feet; Thence N 88°43'31"E a distance of 352.54 feet; Thence N 01°02'16"W a distance of 169.48 feet; Thence N 84°35'16"E a distance of 214.18 feet; Thence N 88°29'39"E a distance of 691.07 feet to the east line of Government Lot 6 in said Sec. 6 being the boundary of WESTWOOD MANOR, according to the recorded plat, thereof; Thence S 01°10'49"E along said boundary of WESTWOOD MANOR a distance of 1340.25 feet; THENCE S 88°15'59"W a distance of 701.27 feet; THENCE N 01°16'29"W a distance of 305.00 feet; THENCE S 88°15'59"W a distance of 660.00 feet to the POINT OF BEGINNING, and containing 35.275 acres, more or less.

Multi-Family Development Area Legal Description:
A tract of land located in Government Lot Seven (7) in Section Six (6) of Township Twenty-one (21) North and Range Sixteen (16) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Rogers County, State of Oklahoma; being more particularly described as follows:

COMMENCING at the SW Corner of the SW/4 of Sec. 6, T-21-N, R-16-E, I.B.&M.; THENCE N 88°15'59"E along the south line of said SW/4 a distance of 1010.62 feet to the POINT OF

BEGINNING; THENCE N 01°10'49"W a distance of 381.01 feet; Thence N 88°15'59"E a distance of 350.02 feet to the east line of Government Lot 7 in said Sec. 6 being the boundary of WESTWOOD MANOR, according to the recorded plat, thereof; Thence S 01°10'49"E along said boundary of WESTWOOD MANOR a distance of 381.01 feet to the south line of said SW/4; THENCE S 88°15'59"W along the south line of said SW/4 a distance of 350.02 feet to the POINT OF BEGINNING, and containing 3.061 acres, more or less.

Development Standards

Land Area

Planned PUD Acreage:	38.336 ac
Single-Family Development Area	35.275 ac
Multi-Family Development Area	3.061 ac

Lot Size

Single-Family Development Area	
Minimum lot square footage	9,750 sq. ft.
Minimum lot width	60 ft.
Minimum lot depth	100 ft.
Multi-Family Development Area	
Minimum lot square footage	9,200 sq. ft.
Minimum lot width	60 ft.
Minimum lot depth	100 ft.

(The underlying base zoning of R-SF 10 and MF-2 both require 10,000 sq. ft. lots. R-SF 10 requires a minimum of 60 ft. lot width and 100 ft. of lot depth. MF-2 requires minimum lot dimensions of 100 ft. x 100 ft.)

Lot Coverage

Single-Family maximum lot coverage	60%
Multi-Family maximum lot coverage	70%

(The underlying base zoning of R-SF 10 allows a maximum of 60% lot coverage for all buildings on a lot and MF-2 allows a maximum of 70% lot coverage for all buildings.)

Permitted Uses:

Single-Family Development Area	Single-Family Dwelling
Multi-Family Development Area	Multi-Family Dwelling

Total Number of Dwelling Units Proposed:	92 Units
Single-Family Units	72 Units
Multi-Family Units	20 Units

(The underlying base zoning of R-SF 10 allows for 4.00 dwelling units per acre and MF-2 allows for 40.00 dwelling units per acre.)

Building Height Proposed:

Single-Family Development Area	35 ft.
Multi-Family Development Area	45 ft.

(A 45 ft. maximum building height reflects the requirement for the underlying MF-2 zoning district. A R-SF 10 zoning district currently enforces a 35 ft. maximum building height restriction.)

Building Setbacks:

(Both single-family and multi-family development areas.)

Front	25 ft.
Side	
Interior	5 ft.
Street	5 ft.
Rear	20 ft.

(The underlying R-SF 10 base zoning has required setbacks of 25 ft. in the front and on street-facing sides, 10 ft. on interior sides, and 20 ft. in the rear. The underlying MF-2 base zoning requires setbacks of 15 ft. in the front, 10ft. on street-facing sides, 5 ft. on interior sides, and 10 ft. in the rear.)

Signage

Any signage shall conform to the City of Claremore Unified Development Code regulations.

Screening

Screening is required in accordance with the City of Claremore Unified Development Code along side and rear property lines for all lots abutting Blue Starr Drive and Northaven Road. A Preliminary Screening Plan shall be submitted with the Preliminary Plat.

Landscaping

For the single-family development area, a minimum of 5% of the total gross site area must be set aside for open space, and such spaces shall be a minimum of 400 sq. ft. Open space and landscape materials and installation shall be in accordance with the Public Open Space Standards and Landscape Requirements of the City of Claremore Unified Development Code.

A Landscape Plan for landscaping that will be installed in the development area, including entryways and thoroughfare screening, shall be submitted upon approval of the Final Plat.

Development Information

Topography & Soils

The elevation of the existing site varies from approximately 675 ft. at the northwest corner of the site to 635 ft. in Reserve Area “C” near the southern portion of the site (all elevations referenced to the North American Vertical Datum).

Research identifies, in Exhibit C, 72.2% of the site is made up of Apperson and Summit Soils. The remaining soil types present are Verdigris silty clay loam (11.8%), Wagstaff silty clay loam (7.4%), and the Bates-Collinsville Complex (6.9%), Verdigris clay loam (1.4%), and Dennis silt loam (0.2%). All soil types are in hydrological soil groups C and D. Drainage classes vary from somewhat poorly drained to somewhat excessively drained. Geotechnical recommendations for pavements are identified in the Conceptual Development Plan attached as Exhibit B.

Drainage & Floodplain

The detention design will be in conformance with the City of Claremore criteria. Reasonable attempts will be made to assist with regional runoff challenges in the area. The site drainage will be designed to gently slope through reserve areas from the north end to the south end and the developed site will maintain this general drainage pattern.

The site does have floodplain impact to the southwest. The floodplain designation is Zone A, with a 1% annual chance of flooding. Detailed analysis will be performed by the Army Corps of Engineers at the cost of the developer.

Vehicular and Pedestrian Access and Circulation

The attached Conceptual Plan (Exhibit B) depicts the vehicular access points and circulation anticipated to accommodate the conceptual site plan. All private driveway and/or street connections shall be subject to City Engineer curb cut and/or driveway permit approval for the proposed access points at Blue Starr Drive and Northaven Road, as well as the Fire Chief’s and Fire Marshal’s approval of locations, spacing, widths, and curb return radii.

Sidewalks will be designed and constructed on the development to City of Claremore regulations.

Utilities

Water service is provided to the site by an existing waterline along the west and south property lines. A waterline will be constructed to provide fire protection and water service to the development.

An existing sanitary sewer line currently bisects the site from southwest to northeast. This line will be utilized as available but new sanitary sewer will be constructed to serve the majority of the development.

Stormwater detention will be provided by a dry facility near the north property line as well as by modifying the existing pond’s outlet structure located near the center of the property.

Requirement to Plat

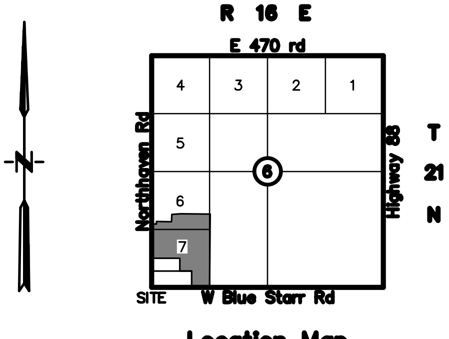
No building permit shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Claremore Unified Development Code. Plat plan submittal is being filed concurrently with PUD.

Schedule of Development

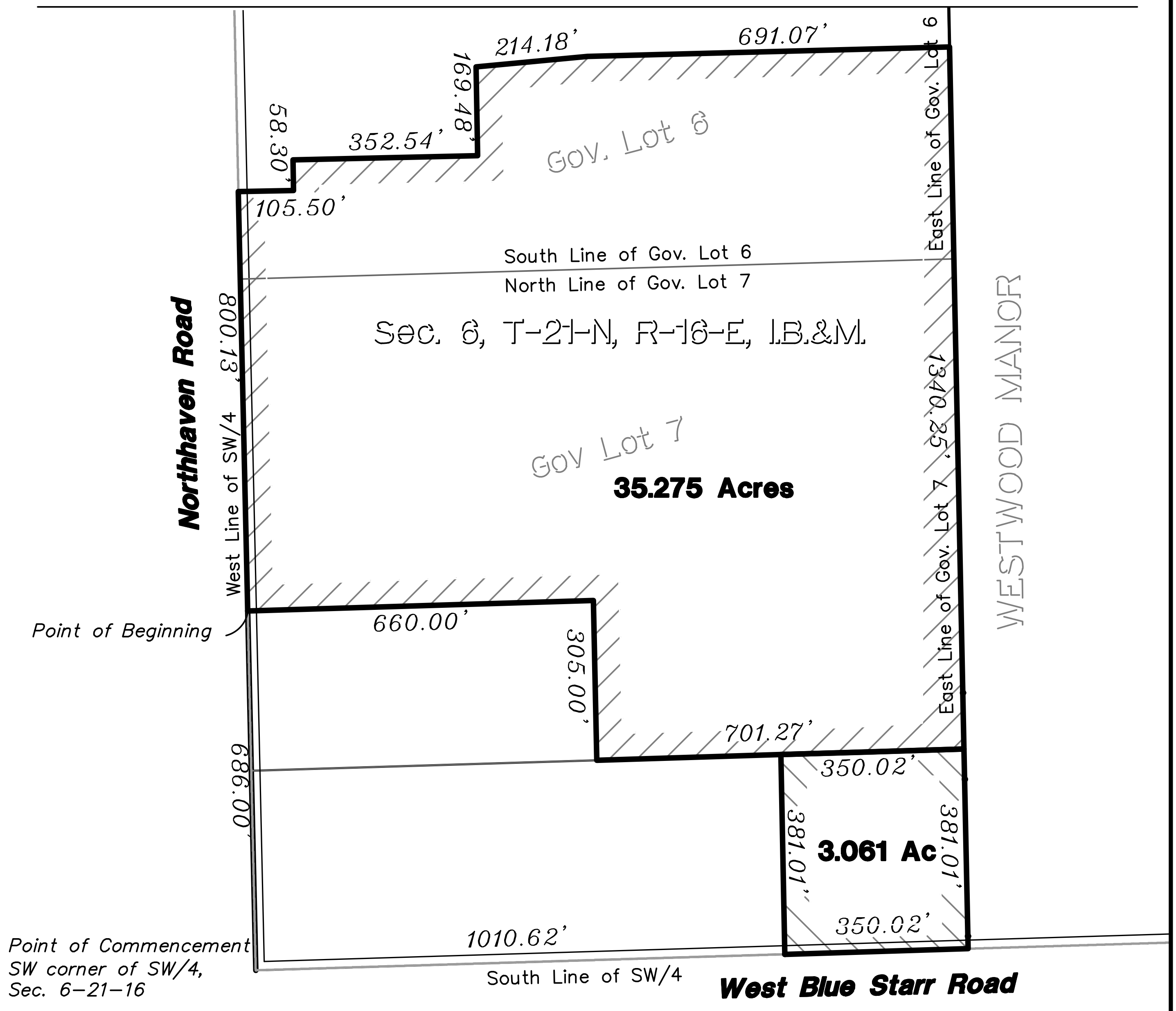
Development of the housing addition is expected to begin in Summer 2026.

EXHIBIT A

Parcel	HIGHFILL PROPERTY
Project	ZONING LEGAL DESCRIPTION EXHIBIT
County	Rogers
Sec. 6	T-21-N, R-16-E, I.B.&M.



Location Map
SCALE: 1"=2000'



Benchmark Surveying and Land Services, Inc.

P.O. Box 1078
OWASSO, OK 74055
PHONE: (918) 274-9081 / info@benchmarkok.com
C.A. NO. 2235 – EXPIRES: 06-30-2026

ZONING
LEGAL DESCRIPTION EXHIBIT

Sec. 6, T-21-N, R-16-E, I.B.&M.
ROGERS COUNTY, OKLAHOMA

EXHIBIT B

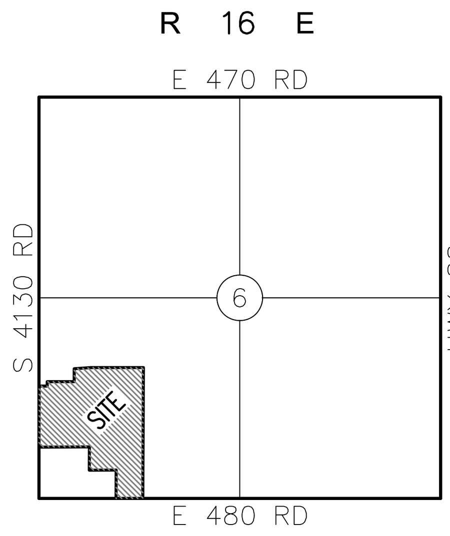
CONCEPTUAL PLAN
WEST PARK ESTATES

AN ADDITION TO THE CITY OF CLAREMORE, ROGERS COUNTY, STATE OF OKLAHOMA
PART OF THE SW/4 OF SECTION 6, T-21-N, R-16-E, I.B.&M.
CITY OF CLAREMORE, ROGERS COUNTY, OKLAHOMA
ZONED: R-SF 10 & MF-2 W/ SUPPLEMENTAL PUD
ADDITION HAS 82 LOTS IN 9 BLOCKS
ALL CONTAINED IN 38.34 ACRES MORE OR LESS

BEARING BASE: STATE PLANE GRID BEARINGS

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AS OF THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

FLOOD PLAIN NOTE: A PORTION OF THIS SITE IS WITHIN THE FEMA 100 YEAR FLOOD PLAIN BOUNDARIES. FEMA MAP NO. 40131C0260H EFFECTIVE APRIL 3, 2012.



Location Map
SCALE: 1"=2000'

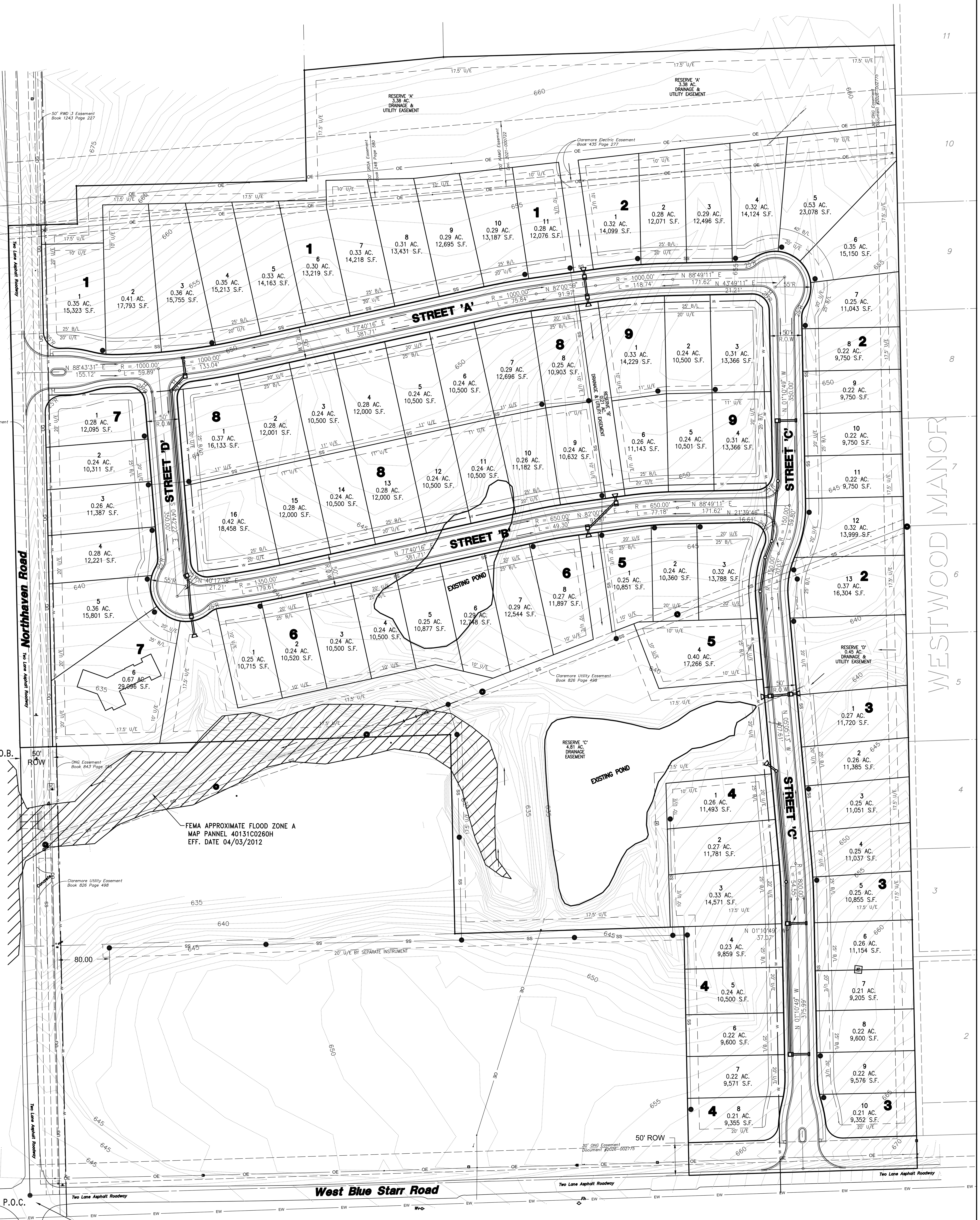
SCALE IN FEET
1" = 80'

NOTE:
ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH CURRENT CITY OF CLAREMORE STANDARDS AND SPECIFICATIONS AS ADOPTED IN THE LAND DEVELOPMENT CODE ON MARCH 18, 2002 BY ORDINANCE #2002-19.

CAUTION:
CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES.

NOTE:
ROADWAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLAREMORE STANDARDS AND SPECIFICATIONS AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD DETAILS AND SPECIFICATIONS.

DRIVEWAY NOTE:
ALL DRIVEWAYS SHALL BE HUMPED IN A MANNER TO INSURE POSITIVE UNINTURPED DRAINAGE ALONG THE STREET. DRIVEWAYS SHALL BE GRADED UP TOWARDS THE DWELLING WITH A MINIMUM SLOPE OF 2% AND MAXIMUM SLOPE OF 10%.

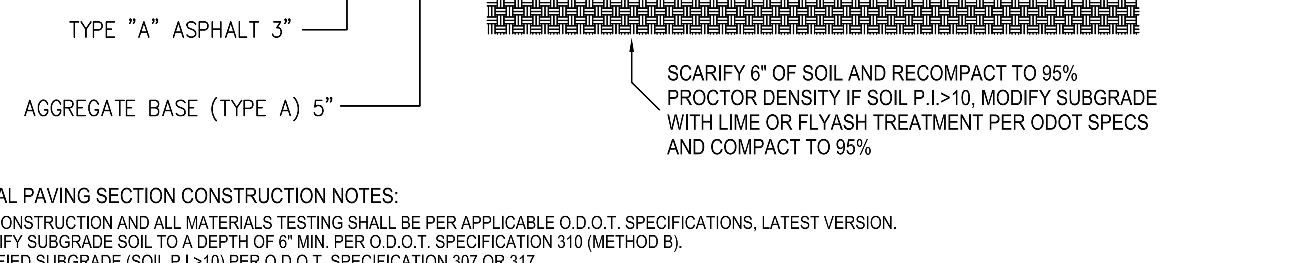


OWNER/DEVELOPER:
RANDY HIGHFILL
P.O. Box 2595
Claremore, Oklahoma 74018
(918) 381-1637

ENGINEER:
KELLOGG ENGINEERING, INC.
6755 South 4060 Road
Talala, Oklahoma 74080
(918) 275-4080
Cert. of Authorization No. 2788
Renewal Date: June 30, 2027

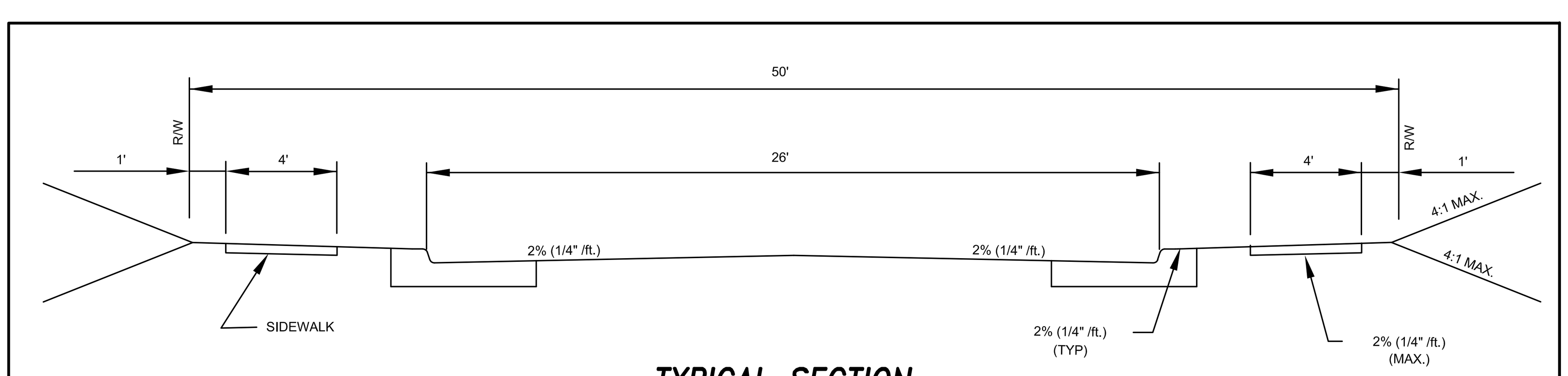
SURVEYOR:
BENCHMARK SURVEYING AND LAND SERVICES, INC.
P.O. BOX 1078
Owasso, Oklahoma 74055
(918) 274-9081
Cert. of Authorization No. 2235
Renewal Date: June 30, 2026

SERVICE PROVIDERS:
1. WATER SERVICE TO BE PROVIDED BY THE CITY OF CLAREMORE OR ITS ASSIGNEES.
2. SANITARY SEWER DISPOSAL TO BE PROVIDED BY THE CITY OF CLAREMORE OR ITS ASSIGNEES.
3. ELECTRICAL SERVICE TO BE PROVIDED BY CITY OF CLAREMORE OR IS ASSIGNEES.
4. TELEPHONE SERVICE TO BE PROVIDED BY AT&T.

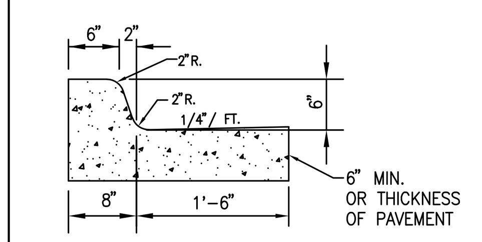


TYPICAL PAVING SECTION CONSTRUCTION NOTES:
1. ALL CONSTRUCTION AND ALL MATERIALS TESTING SHALL BE PER APPLICABLE O.D.O.T. SPECIFICATIONS, LATEST VERSION.
2. SCARIFY SUBGRADE SOIL TO A DEPTH OF 6" MIN. PER O.D.O.T. SPECIFICATION 310 (METHOD B).
3. MODIFIED SUBGRADE (SOIL P.I.>10) PER O.D.O.T. SPECIFICATION 307 OR 317.
4. FILTER FABRIC SHALL BE PER O.D.O.T. SPECIFICATION 325.
5. AGGREGATE BASE (TYPE A) SHALL BE PER O.D.O.T. SPECIFICATION 303.
6. ASPHALT TYPE "A" SHALL BE PLANT MIX ASPHALT CONCRETE PAVEMENT BE PER O.D.O.T. SPECIFICATION 411.
7. PRIOR TO PLACING ASPHALT, ALL ROCK AGGREGATE BASE AND SOIL SHALL RECEIVE A PRIME COAT PER O.D.O.T. SPECIFICATION 408.
8. TACK COAT BETWEEN CONSECUTIVE LIFTS OF ASPHALT WILL BE REQUIRED WHEN THE TEMPERATURE OF THE PREVIOUS LIFT IS LESS THAN 135 DEGREES. APPLICATION SHALL BE PER O.D.O.T. SPECIFICATION 407.

TYPICAL ROADWAY SECTION
N.T.S.



TYPICAL SECTION



6" BARRIER CURB & GUTTER
N.T.S.

LEGEND

PROPOSED BOUNDARY
PROPOSED ROW
PROPOSED LOT LINE
PROPOSED CURB
PROPOSED GUTTER
PROPOSED BUILDING LINE
PROPOSED EASEMENT
ADJACENT PROPERTY LINE
ADJACENT LOT LINE
EXISTING SEWER LINE
EXISTING WATER LINE
PROPOSED WATER LINE
PROPOSED STORM DRAIN LINE
EXISTING CONTOURS
FLOW ARROWS

SITE DATA

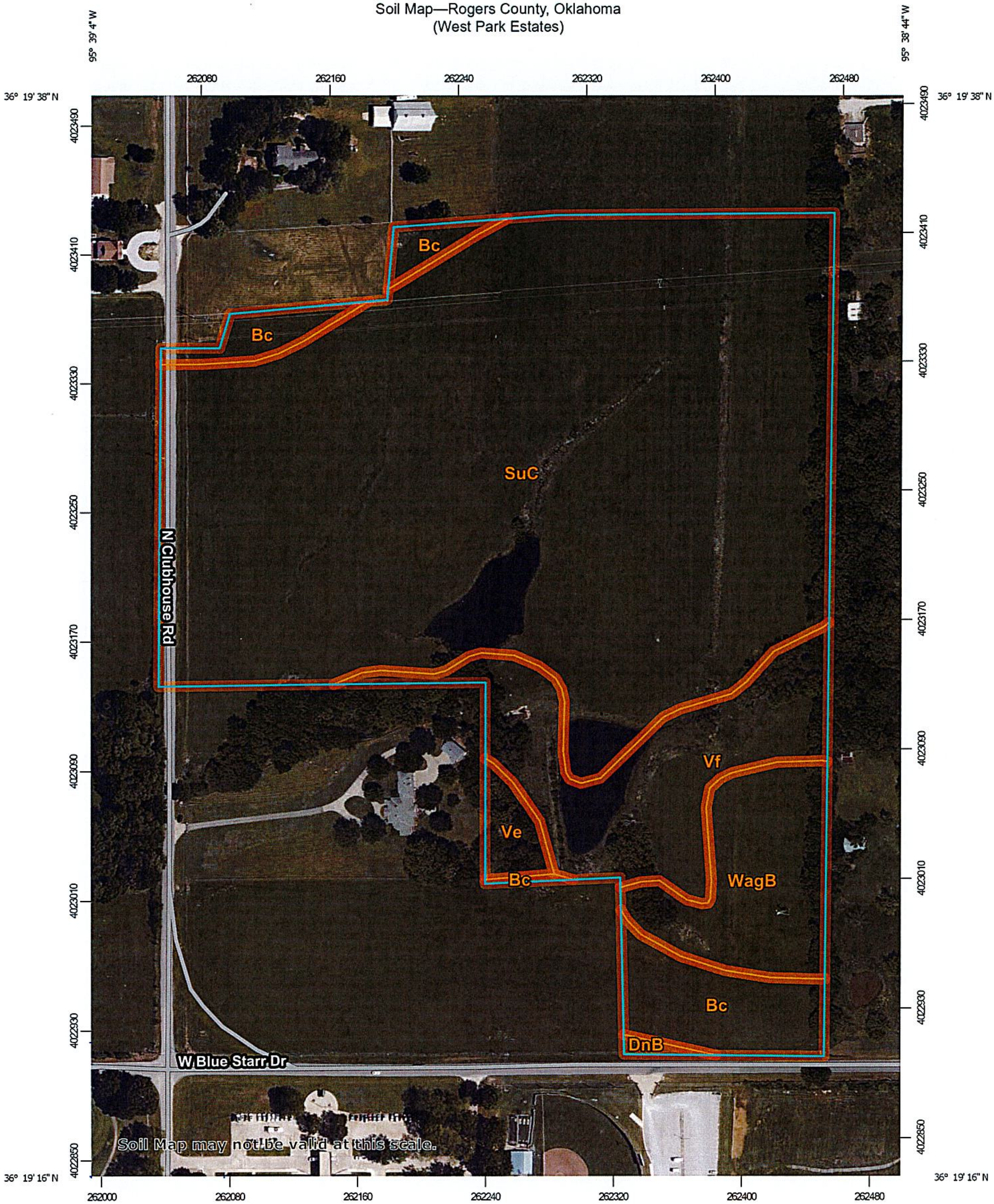
EXISTING ZONING	– PUD (R–SF 10 & MF–2 UNDERLYING)
EXISTING LAND USE	– VACANT
PROPOSED USE	– SINGLE RESIDENTIAL/DUPLEX
TOTAL ACREAGE	– 38.34 AC
NUMBER OF LOTS	– 82 LOTS
DENSITY	– 2.14 LOTS/ACRE
AVERAGE LOT SIZE	– 12,445 SF
SMALLEST LOT SIZE	– 9,205 SF
LARGEST LOT SIZE	– 29,096 S.F.
# OF RESERVES	– 4 SPACES

B/L	BUILDING SETBACK LINE
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
R.O.W.	RIGHT–OF–WAY
L.N.A.	LIMITS OF NO ACCESS
A.C.C.	ACCESS PERMITTED

CONCEPTUAL PLAN
WEST PARK ESTATES
MARCH 26, 2026
SHEET 1 of 1

EXHIBIT C

Soil Map—Rogers County, Oklahoma
(West Park Estates)



Map Scale: 1:3,260 if printed on A portrait (8.5" x 11") sheet.

N

0 45 90 180 270 Meters

0 150 300 600 900 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Rogers County, Oklahoma
Survey Area Data: Version 20, Aug 29, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 11, 2022—May 14, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Bc	Bates-Collinsville complex, 3 to 8 percent slopes	2.6	6.9%
DnB	Dennis silt loam, 1 to 3 percent slopes	0.1	0.2%
SuC	Apperson and Summit soils, 3 to 5 percent slopes	27.2	72.2%
Ve	Verdigris clay loam, 0 to 1 percent slopes, occasionally flooded	0.5	1.4%
Vf	Verdigris silty clay loam, 0 to 2 percent slopes, frequently flooded	4.5	11.8%
WagB	Wagstaff silty clay loam, 1 to 3 percent slopes	2.8	7.4%
Totals for Area of Interest		**37.6**	**100.0%**

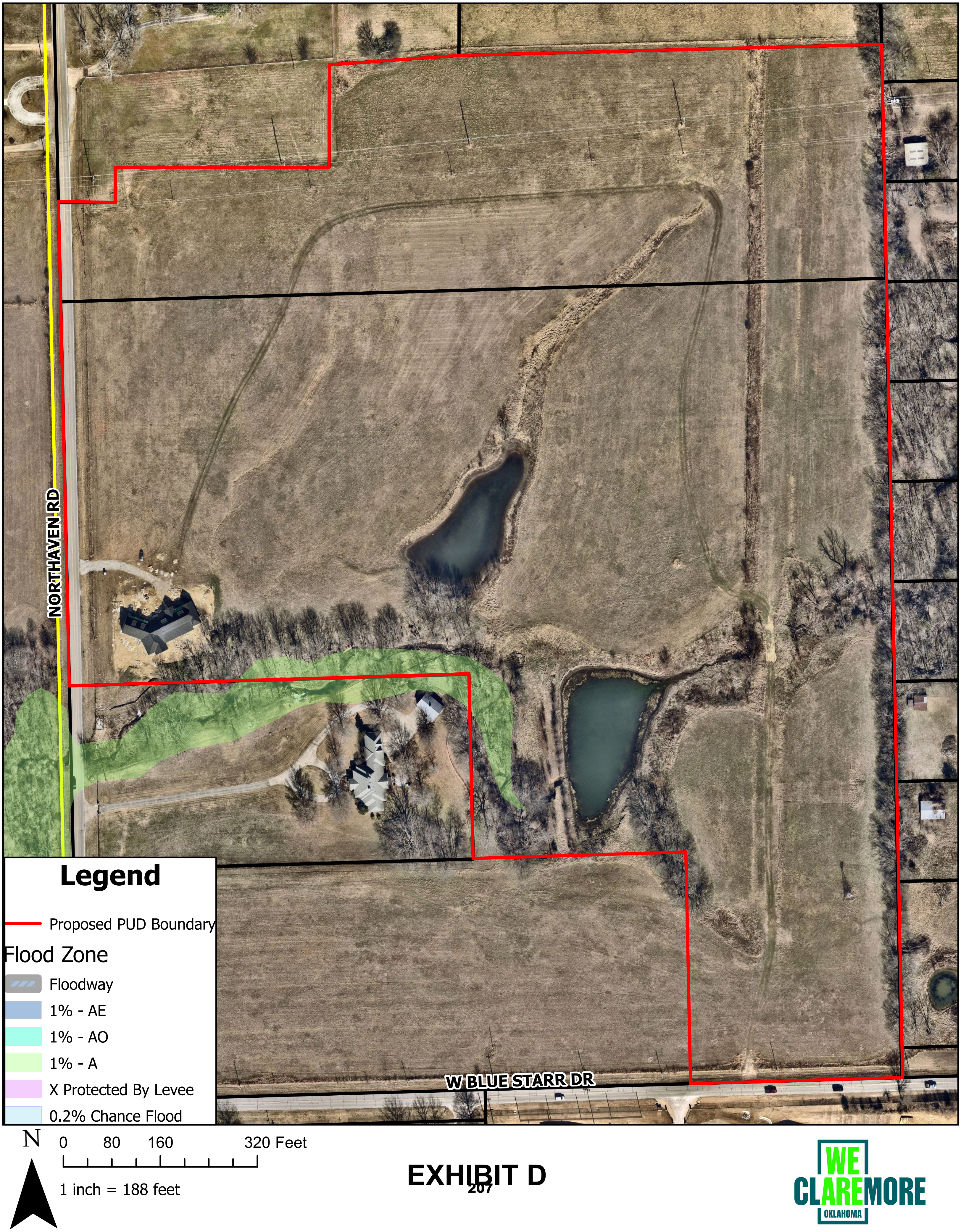


EXHIBIT D

WE CLAREMORE OKLAHOMA

ORDINANCE 2026-_____

AN ORDINANCE CHANGING THE ZONING ON A TRACT OF LAND LOCATED IN GOVERNMENT LOT 6 AND GOVERNMENT LOT 7 OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, ROGERS COUNTY, OKLAHOMA, FROM RESIDENTIAL SINGLE-FAMILY 10 DISTRICT & MULTI-FAMILY 2 DISTRICT TO RESIDENTIAL SINGLE-FAMILY 10 & MULTI-FAMILY 2 WITH SUPPLEMENTAL PUD AND DIRECTING THE APPROPRIATE AMENDMENT TO THE ZONING MAP OF THE CITY OF CLAREMORE, OKLAHOMA.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF CLAREMORE, OKLAHOMA, AS FOLLOWS.

Section 1. Pursuant to the recommendation of the City of Claremore-Rogers County Metropolitan Area Planning Commission, the zoning designation and/or classification of the following described real property located within the City of Claremore, Rogers County, State of Oklahoma, to-wit:

A TRACT OF LAND LOCATED IN GOVERNMENT LOT SIX (6) AND GOVERNMENT LOT SEVEN (7) IN SECTION SIX (6) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE SIXTEEN (16) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, ROGERS COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SW/4 OF SEC. 6, T-21-N, R-16-E, I.B.&M.; THENCE N 01°16'29"W ALONG THE WEST LINE OF SAID SW/4 A DISTANCE OF 686.00 FEET TO THE POINT OF BEGINNING; THENCE N 01°16'29"W ALONG THE WEST LINE OF SAID SW/4 A DISTANCE OF 800.13 FEET; THENCE N 88°43'31"E A DISTANCE OF 105.50 FEET; THENCE N 01°16'29"W A DISTANCE OF 58.30 FEET; THENCE N 88°43'31"E A DISTANCE OF 352.54 FEET; THENCE N 01°02'16"W A DISTANCE OF 169.48 FEET; THENCE N 84°35'16"E A DISTANCE OF 214.18 FEET; THENCE N 88°29'39"E A DISTANCE OF 691.07 FEET TO THE EAST LINE OF GOVERNMENT LOT 6 IN SAID SEC. 6 BEING THE BOUNDARY OF WESTWOOD MANOR, ACCORDING TO THE RECORDED PLAT, THEREOF; THENCE S 01°10'49"E ALONG SAID BOUNDARY OF WESTWOOD MANOR A DISTANCE OF 1721.26 FEET TO THE SOUTH LINE OF SAID SW/4; THENCE S 88°15'59"W ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 350.02 FEET; THENCE N 01°10'49"W A DISTANCE OF 381.01 FEET; THENCE S 88°15'59"W A DISTANCE OF 351.25 FEET; THENCE N 01°16'29"W A DISTANCE OF 305.00 FEET; THENCE S 88°15'59"W A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 38.336 ACRES, MORE OR LESS.

is hereby changed from Residential Single-Family 10 (R-SF 10) & Multi-Family 2 (MF-2) to Residential Single-Family 10 (R-SF 10) & Multi-Family 2 (MF-2) with Supplemental PUD.

Section 2. The City of Claremore-Rogers County Metropolitan Area Planning Commission is hereby directed to amend the zoning map of the City of Claremore to reflect the above zoning change.

PASSED AND APPROVED the ______ day of ________________, 2026.

CITY OF CLAREMORE,
OKLAHOMA

____
DEBBIE LONG
MAYOR

ATTEST: (SEAL)

____
SARAH SHARP
CITY CLERK

APPROVED AS TO FORM
AND LEGALITY:

____
ADAM HEAVIN
CITY ATTORNEY
Dated: ______________

APPROVED IN CONFORMANCE
WITH ZONING ORDINANCES:

____
KYLE CLIFTON
CITY PLANNER
Dated: ______________

Council Meeting of May 4, 2026

Motion by:__________ **Second by: __________**

I move that we adjourn.

Meeting adjourned at:______

Cottom	_____	**Callender**	_____	**Bowlby**	_____
Fellman	_____	**Long**	_____	**McSpadden**	_____
Michael	______	**Bruckerhoff**	______	**Erwin**	______

CITY OF CLAREMORE
DIRECT PAY SINCE LAST REPORT
MAY 04, 2026 COUNCIL MEETING

Amount	Vendor Name	Type of Expense
$ 251,829.59	JPMORGAN CHASE BANK NA	CREDIT CARD BILL PAID - MARCH
$ 36,352.93	OKLAHOMA TAX COMMISSION	CPWA SALES TAX PAID - MARCH
$ 32,187.02	OKLAHOMA TAX COMMISSION	CPWA SALES TAX PREPAYMENT - APRIL
$ 4,136.00	GREENLAND PM LLC	PROJECT MGMT HOURS FOR OPIOID ABATEMENT
$ 4,022.44	VERDIGRIS VALLEY ELEC INC	OOLOGAH PUMP STATION - MARCH
$ 951.91	OKLAHOMA TAX COMMISSION	EXPO SALES TAX PAID - MARCH
$ 295.75	TAMRYN CLUCK	PER DIEM & REIMBURSEMENT - CAKE BALLS - OKC
$ 329,775.64	**Total:**	

CITY OF CLAREMORE
VENDOR TOP TEN AND YEAR TO DATE
MAY 04, 2026 COUNCIL MEETING

	Vendor Name	Amount	Yr.-To-Date	Type of Expense
1	ATLAS UTILITY SUPPLY COMPANY	$ 9,610.42	$ 244,053.24	E SERIES METERS, ENDPOINTS VARIOUS SIZES
2	IDEX HOLDINGS, INC.	$ 8,312.21	$ 8,312.21	SEWER CAMERA CABLE - WATER/SEWER DEPARTMENT
3	HIGH POINT NETWORKS, LLC	$ 8,038.00	$ 312,626.19	EXTREME NETWORKS YEARLY MAINTENANCE RENEWAL
4	ANIXTER, INC	$ 5,302.80	$ 15,952.80	SEQUOYAH RECONDUTORING MATERIALS - ELECTRIC
5	CRAWFORD & ASSOCIATES, P.C.	$ 5,239.94	$ 69,220.11	OPEN PO - TREASURY SERVICES WITH CRAWFORD CPAS
6	LEXIPOL, LLC	$ 5,216.41	$ 17,180.87	CONTRACT TERM 05-01-26 thru 04-30-27 - POLICE DEPT.
7	DELL MARKETING L.P.	$ 4,870.04	$ 63,505.16	2 DELL LAPTOPS - POLICE DEPARTMENT
8	DELL MARKETING L.P.	$ 4,845.58	$ 63,505.16	2 LAPTOPS FOR FINANCE DEPARTMENT
9	BEN E KEITH - OKLAHOMA	$ 4,723.30	$ 4,723.30	CLEANING SUPPLIES - OPEN PO - EXPO
10	ANCHOR STONE CO INC	$ 4,687.28	$ 40,444.92	ROCK, SAND, GRAVEL, & ETC. - OPEN PO - STREET DEPT.
	4IMPRINT, INC.	$ 4,467.74		Promotional Items for Programs and Events
	ROB R CHAMBERS	$ 4,350.00		OPEN PO - Painting in Park and buildings
	CORE & MAIN	$ 4,184.34		Pipe, Valves Etc. - Open PO - Water/Sewer Department
	MATHEW HORNER	$ 3,300.00		FIRE SPINKLER REPAIRS - Rec Center
	LAUREL E. NESBITT	$ 3,200.00		Open PO - Concrete Work - Parks Department
	HENDRIX CONSTRUCTION, INC	$ 2,700.00		Blanket PO - Paving and Top Soil - Parks Department
	UTILITY SUPPLY CO., INC.	$ 2,577.76		OPEN PO- PIPE, COUPLINGS, GASKETS ETC.
	EAGLE REDI-MIX CONCRETE, LLC	$ 2,363.50		Concrete - Open PO
	RITCHIE & ATWOOD PLLC	$ 2,226.16		City of Claremore - Board of Adjustments
	RORY PETERSON	$ 2,000.00		Blanket PO - Mountain Bike Trails - Parks Department
	LOCAL 1077 CLAREMORE FIREFIGHTERS IAFF	$ 2,000.00		CLAREMORE FIREFIGHTERS GOLF SPONSORSHIP
	THIN TREAD MEDIA LLC	$ 1,900.00		Open PO - CVB Advertising - Expo
	ADVANCED WORKZONE SERVICES, LLC	$ 1,834.90		OPEN PO SIGN METAL & POST MATERIALS
	GREEN COUNTRY MARKETING ASSOCIATION	$ 1,785.00		CVB Coop Advertising - OPEN PO
	BAYSINGER POLICE SUPPLY	$ 1,675.00		Open PO - 3A Ballistic Vests FY'26
	BAYSINGER POLICE SUPPLY	$ 1,675.00		Open PO - 3A Ballistic Vests FY'26
	BAYSINGER POLICE SUPPLY	$ 1,665.50		Open PO - 3A Ballistic Vests FY'26
	BAYSINGER POLICE SUPPLY	$ 1,608.50		Open PO - 3A Ballistic Vests FY'26
	BAYSINGER POLICE SUPPLY	$ 1,608.50		Open PO - 3A Ballistic Vests FY'26
	SCHOLASTIC INC.	$ 1,523.61		Summer Reading Books - OPEN PO - Library
	LIVE FREE INC.	$ 1,478.98		Rental / Grocery Assistance - Opioid Related Grant
	LOVE AIR CONDITIONING	$ 1,165.00		Blanket P.O - HVAC Repair and Labor

NEXLEVEL REDI-MIX, LLC	$	1,165.00	CONCRETE - Open PO
STELLAR PROPERTIES, INC	$	1,092.00	Open PO - Event Cleaning - Expo
NEXLEVEL REDI-MIX, LLC	$	1,090.00	CONCRETE - Open PO
C & J ELECTRIC, INC	$	1,084.68	Blanket PO - Electrical Work - Parks Department
FIRST RESPONDER SUPPORT SERVICES, PLLC	$	1,027.65	First Responder Support Services - Police & Fire
FIRST RESPONDER SUPPORT SERVICES, PLLC	$	1,027.65	First Responder Support Services - Police & Fire
TULSA AIRPORTS IMPROVEMENT TRUST	$	1,000.00	CVB - Advertising - OPEN PO - Expo
ROADSAFE TRAFFIC SYSTEMS, INC.	$	922.32	STREET PAINT & THERMO PLASTIC MATERIALS
SIGMA TECHNOLOGY FUND, LLC	$	850.00	E-rate Service - Library
ANCHOR STONE CO INC	$	838.54	Rock, Sand etc. Open PO
MATLOCK SECURITY	$	797.00	Blanket PO - Fire Alarm System - Parks Department
STELLAR PROPERTIES, INC	$	672.00	Open PO - Event Cleaning - Expo
MAXWELL SUPPLY TULSA INC	$	657.50	Concrete Tools & Supplies- Open PO - Street Dept.
SOLANO'S PLUMBING & DRAIN LLC	$	630.00	Hot water heater replacement - Public works
JIMMY W LAMBERT III	$	622.02	Open PO - Lawn Services
ADVANCE ELECTRICAL	$	620.51	Expo Electrical Repairs - OPEN PO
PERFECT SCAPE, LLC	$	610.72	LANDSCAPING SERVICES - Rec Center
HOME DEPOT, USA, INC	$	596.66	Blanket PO - Cleaning Supplies - Parks Department
METRO EMERGENCY UPFITTERS, LLC	$	580.00	Unit 23 miscellaneous lights repairs - Police Dept.
EVAN I. KEELY	$	540.00	Training per diem - FDIC Conference - Fire Department
JORDAN MADOLE	$	540.00	Training per diem - FDIC Conference - Fire Department
NICK WALTERS	$	540.00	Training per diem - FDIC Conference - Fire Department
STEPHEN CAMPBELL	$	540.00	Training per diem - FDIC Conference - Fire Department
LEAF CAPITAL FUNDING LLC	$	536.63	Annual zerox copier service and usage - Police Dept.
OK MUNICIPAL ASSURANCE GROUP	$	535.00	Adding insurance to Unit #2608
THE OUTBACK CO. LLC	$	525.00	Blanket PO - Porta Johns
SARAH SHARP	$	525.00	Per Diem - IIMC Conference - Municipal Clerks
OK MUNICIPAL ASSURANCE GROUP	$	426.00	Adding insurance to Unit #2607
NORTH AMERICA FIRE EQUIP	$	410.00	THERMAL IMAGE CAMERA BATTERIES
EAGLE REDI-MIX CONCRETE, LLC	$	404.50	Concrete - Open PO
CORE & MAIN	$	399.16	Pipe, Valves Etc. - Open PO - Water/Sewer Department
JIMMY W LAMBERT III	$	394.19	Open PO - Lawn Services
CAMFIL USA INC	$	379.30	HVAC Air Filter Service
DEPT. OF PUBLIC SAFETY	$	370.00	Dept of Public Safety - OLETS FY26 - Police Dept.
JIMMY W LAMBERT III	$	366.69	Open PO - Lawn Services
JIMMY W LAMBERT III	$	366.67	Open PO - Lawn Services
INHOUSE ADVERTISING LLC	$	334.65	Event Banners - Expo

HOME DEPOT, USA, INC	$	318.45	Blanket PO - Cleaning Supplies - REC CENTER
HOME DEPOT, USA, INC	$	313.99	Blanket PO - Cleaning Supplies - Parks Department
JIMMY W LAMBERT III	$	311.67	Open PO - Lawn Services
JIMMY W LAMBERT III	$	311.66	Open PO - Lawn Services
DP SUPPLY	$	305.40	OPEN PO- PIPES ETC FOR LILLIAN, KATES AVE PROJECT
HOME DEPOT, USA, INC	$	284.16	Blanket PO - Cleaning Supplies - Parks Department
KENDAL ARTHUR BRADSHAW	$	280.00	BALLISTIC SHIELD INSTRUCTOR SCHOOL - POLICE DEPT.
TENNANT COMPANY INC	$	268.69	Repairs on Equipment - Parks Department
INGRAM LIBRARY SERV INC.	$	260.44	Books - Open PO
EUBANKS EQUIPMENT, LLC	$	259.32	Parts and supplies- Grasshoppers - Parks Department
TPI BILLING SOLUTIONS, LLC	$	252.25	STORMWATER INSERTS WITH UTILITY BILLS
GREEN COUNTRY MARKETING ASSOCIATION	$	250.00	Green Country Marketing - Dues & Memberships
JIMMY W LAMBERT III	$	238.34	Open PO - Lawn Services
ALAN MCCLINTOCK	$	212.40	NetMotion platform for 2 new laptops
COMMUNITY CARE HMO, INC.	$	210.60	OPEN PO - COMMUNITY CARE EAP - Human Resources
LIFE FITNESS, INC.	$	207.00	Blanket PO - Parts and supplies - REC CENTER
INGRAM LIBRARY SERV INC.	$	202.25	Books - Open PO
THE OUTBACK CO. LLC	$	200.00	Blanket PO - Porta Johns
THE OUTBACK CO. LLC	$	200.00	Blanket PO - Porta Johns
THE OUTBACK CO. LLC	$	175.00	Blanket PO - Porta Johns
ADMIRAL EXPRESS INC	$	161.85	OPEN PO - ADMIRAL EXPRESS
THE OUTBACK CO. LLC	$	150.00	Blanket PO - Porta Johns
TENNANT COMPANY INC	$	146.69	Repairs on Equipment - Parks Department
G.K.B., INC.	$	128.60	Open PO - Boring Material
INGRAM LIBRARY SERV INC.	$	126.05	Books - Open PO
INT'L CITY MANAGEMENT ASSOC RETIREMENT COR	$	125.00	ANNUAL PLAN FEE - QUARTERLY PAYMENT - HR
STATE OF OKLAHOMA	$	124.00	Intox training/ certification - Police Department
TPI BILLING SOLUTIONS, LLC	$	120.68	STORMWATER INSERTS WITH UTILITY BILLS
INGRAM LIBRARY SERV INC.	$	115.81	Books - Open PO
BLACKSTONE AUDIO, INC	$	108.74	Open PO - Audio Books
INGRAM LIBRARY SERV INC.	$	108.16	Books - Open PO
THE OUTBACK CO. LLC	$	100.00	Blanket PO - Porta Johns
THE OUTBACK CO. LLC	$	100.00	Blanket PO - Porta Johns
THE OUTBACK CO. LLC	$	100.00	Blanket PO - Porta Johns
THE OUTBACK CO. LLC	$	100.00	Blanket PO - Porta Johns
THE OUTBACK CO. LLC	$	100.00	Blanket PO - Porta Johns
THE OUTBACK CO. LLC	$	100.00	Blanket PO - Porta Johns

THE OUTBACK CO. LLC	$	100.00	Blanket PO - Porta Johns
THE OUTBACK CO. LLC	$	100.00	Blanket PO - Porta Johns
THE OUTBACK CO. LLC	$	100.00	Blanket PO - Porta Johns
JORDAN HOLLAND	$	95.00	FBI-LEEDA TRAINING - POLICE DEPT.
LOVE AIR CONDITIONING	$	90.00	Blanket P.O - HVAC Repair and Labor
PIXLEY LUMBER CO INC	$	87.85	PARTS, SUPPLIES, TOOLS & LUMBER - OPEN PO - Street
TURF/LAND EQUIPMENT LLC	$	78.29	Blanket PO - Parts and Supplies - Parks Department
BLACKSTONE AUDIO, INC	$	76.78	Open PO - Audio Books
INGRAM LIBRARY SERV INC.	$	75.60	Books - Open PO
HOME DEPOT, USA, INC	$	74.16	Blanket PO - Cleaning Supplies - REC CENTER
PIXLEY LUMBER CO INC	$	64.25	Blanket PO - Materials & Supplies - Parks Department
INGRAM LIBRARY SERV INC.	$	56.97	Books - Open PO
INGRAM LIBRARY SERV INC.	$	56.84	Books - Open PO
CLAREMORE KENNEL CLUB OF OKLAHOMA INC.	$	55.00	Advertising - Expo
HOME DEPOT, USA, INC	$	50.98	Open PO - Cleaning Supplies - Police Department
INGRAM LIBRARY SERV INC.	$	48.73	Books - Open PO
CINTAS CORPORATION NO. 2	$	44.49	Door Mats and Mop Heads - Cleaning - 4-9-26
CINTAS CORPORATION NO. 2	$	44.49	Door Mats and Mop Heads - Cleaning - 4-17-26
INGRAM LIBRARY SERV INC.	$	42.49	Books - Open PO
PIXLEY LUMBER CO INC	$	36.11	Parts, Supplies, Tools - Open PO - Street Department
UNIFIRST	$	34.78	Open PO - Unifirst - mat cleaning - 4-17-26
RICHARD PROPST	$	33.12	Uniform Alterations - Fire
UNIFIRST	$	31.78	Open PO - Unifirst - mat cleaning - 4-10-26
UNIFIRST	$	31.78	Open PO - Unifirst - mat cleaning - 4-24-26
INGRAM LIBRARY SERV INC.	$	21.75	Books - Open PO
INGRAM LIBRARY SERV INC.	$	19.64	Books - Open PO
INGRAM LIBRARY SERV INC.	$	16.69	Books - Open PO
FROMAN OIL CO INC	$	16.60	Diesel Fuel - OPEN PO
OKLAHOMA TURNPIKE AUTHORITY PIKEPASS	$	11.10	Open PO- Oklahoma Turnpike- Planning
PIXLEY LUMBER CO INC	$	9.79	Open PO Parts, Supplies, Tools - Street Department
OKLAHOMA TURNPIKE AUTHORITY PIKEPASS	$	1.98	Open PO- Oklahoma Turnpike- Planning
OKLAHOMA TURNPIKE AUTHORITY PIKEPASS	$	0.66	Open PO- Oklahoma Turnpike- Planning
Total:	**$**	**144,837.41**	