

CITY OF ARDMORE
Office of Manager

Council Letter No. 4633
Meeting Date: September 3, 2019

Chairman and Trustees
City of Ardmore, Oklahoma

RE: Consent to and Acknowledge a Sublease Agreement at the Ardmore Industrial Airpark between the Ardmore Development Authority and Southern Oklahoma Water Corporation

Dear Trustees:

The Sublease Agreement (Agreement) is between the Ardmore Development Authority, a public trust (Authority) and Southern Oklahoma Water Corporation (Company). The initial period for this Agreement was entered into on March 24, 2004, regarding the treatment and delivery of water for a term of fifty (50) years with Agreement to expire on March 24, 2054. The Agreement included a provision which required Company to enter into an Agreement with the Authority for the location and construction of a water treatment plant, to be consummated no later than July 1, 2004. Both the Authority and Company acknowledge entering into an Agreement prior to the July 1, 2004, deadline, although both parties are unable to locate the Agreement. Also, in this Agreement the Company was to construct a water treatment plant no later than July 1, 2005. The parties both acknowledge the water treatment plant was timely constructed and remains in operation at the Ardmore Industrial Airpark in Ardmore, Oklahoma. The Authority leases from the City of Ardmore the Ardmore Industrial Airpark. The Authority hereby subleases property to Company and Company hereby sublease from Authority a 400' X 450' water treatment plant site in the N/2 of the SE/4 of Section 7, Township 3 South, Range 3 East in Carter County, State of Oklahoma.

Staff respectfully recommends approval to consent to and acknowledge a Sublease Agreement at the Ardmore Industrial Airpark between the Ardmore Development Authority and Southern Oklahoma Water Corporation.

Respectfully Submitted,


J.D. Spohn
Manager

SUBLEASE AGREEMENT
By and Between
The Ardmore Development Authority and
Southern Oklahoma Water Corporation

WHEREAS, The City of Ardmore, a municipal corporation (“City”), and Southern Oklahoma Water Corporation (“Company”), entered into an Agreement on March 24, 2004, regarding the treatment and delivery of water (“Water Rights Contract”) for a term of fifty (50) years, said agreement expiring on March 24, 2054. The aforesaid Agreement included a provision which required Company to enter into a lease agreement with the Ardmore Development Authority, a public trust (“Authority”) for the location for the construction of a water treatment plant, with said agreement to be consummated no later than July 1, 2004. The parties hereto acknowledge that Company and Authority validly entered into a lease agreement prior to the July 1, 2004, deadline, but that all parties hereto are unable to locate said agreement. Therefore, Authority, Company and City, as a consenting party, have mutually agreed to execute this Sublease Agreement to replace the prior lease agreement.

WHEREAS, the Water Rights Contract set forth a further requirement that the water treatment plant covered therein was to be constructed by Company no later than July 1, 2005. The parties hereto acknowledge that Company timely constructed said water treatment plant pursuant to the misplaced lease agreement and that said water treatment plant remains in operation and use upon the premises described herein.

WHEREAS, the parties hereto acknowledge and agree that pursuant to the terms and conditions of the Water Rights Contract, that Company owns all improvements and equipment located at the water treatment plant and agree that all responsibility for maintaining and repairing same, except as may be otherwise set forth in the Water Rights Contract.

WHEREAS, it being the intent of the parties that this Agreement replace the misplaced lease agreement from 2004, though this Agreement is executed on the date set forth below, this Agreement shall be deemed to have an effective date of March 24, 2004.

This Sublease Agreement (“Agreement”) is made and entered into on the ___ th day of _____, 2019, by and between Ardmore Development Authority, a public trust (“Authority”), and Southern Oklahoma Water Corporation (“Company”). The City of Ardmore, a municipal corporation (“City”), is a consenting party to this Agreement.

The Authority leases the property described herein located in the Ardmore Industrial Airpark from the City. (“Airpark”¹). The Authority desires to sublease the property described herein

¹ The Airpark is an approximately two thousand one hundred (2,100) acre tract of land more particularly described in the Lease Agreement, effective on the 1st day of October 1983, and on file with the Carter County Clerk and recorded at Book 1080, Page 550, as amended, by and between the Authority and the City. As used herein, the

within the Airpark to the Company for the purpose of constructing and operating a water treatment plant, as set forth in the Water Rights Contract referenced above.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the mutual benefits which will accrue to the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GRANT OF SUBLEASE. The Authority hereby subleases to Company and Company hereby subleases from the Authority, the following:

A 400 foot x 450 foot water treatment plant site located in the North Half of the Southeast Quarter (N/2 SE/4) of Section Seven (7), Township Three South (3S), Range Three East (3E), Carter County, State of Oklahoma, more particularly described as follows, to wit:

Commencing at the Southwest corner of the Southwest Quarter (SW/4) of said Section Seven (7), Thence N 89°39'59" E along the south line of the SW/4 a distance of 2640.00 feet to the Southeast corner of the SW/4; Thence N 00°26'36" W along the East line of the SW/4 a distance of 1690.26 feet to the true point of beginning; Thence S 89°33'24" W a distance of 102.50 feet; Thence N 00°26'36" W parallel to the East line of the SW/4 a distance of 450.00 feet; Thence N 89°33'24" E a distance of 102.50 feet to a point on the East line of the SW/4; Thence N 89°33'24" E a distance of 297.50 feet; Thence S 00°26'36" E parallel to the East line of the SW/4 a distance of 450.00'; Thence S 89°33'24" W a distance of 297.50 feet to the true point of beginning, containing 4.13 acres more or less; SURFACE RIGHTS ONLY .

In addition to the terms and conditions described herein, this Agreement is subject to the terms of the Lease Agreement, as amended, by and between the Authority and the City ("the Lease Agreement"). The terms and conditions of the Lease Agreement shall control in the event of any conflict between the Lease Agreement and this Sublease Agreement.

2. TERM. Unless earlier terminated as provided herein and subject to necessary and appropriate approvals by the City and the Federal Aviation Administration ("FAA"), the initial period of this Agreement will begin on March 24, 2004, ("Effective Date") and will continue for an initial term of fifty (50) years, through March 24, 2054.

Provided that the Company is not in default, upon the conclusion of this initial period, the Company, at its sole option, may elect to extend the lease term by providing proper written notice to the Authority for an additional term to be agreed upon by the parties, subject to the terms of the Lease Agreement, Upon the conclusion of the initial period, and any renewals shall

words "Airpark" also include any other lands adjoining such tract that are hereafter purchased or leased by the Authority and used together as part of the same project.

be by terms and conditions of each renewal shall be determined at a later date by mutual consent of the Authority the Company, and the City. Any renewal shall be conditioned upon the continued effectiveness of the Lease Agreement.

3. RENT. For the initial fifty (50) year lease term, Company will pay to the Authority rent in the amount of One Dollar (\$1.00) per year, due on or before the 15th day of January of each calendar year. There is no penalty for the prepayment of rent for the entirety of the lease term.

4. PERMITTED USE. During the Term of this Agreement, Company shall be permitted to use the Leased Property to conduct its operations as contemplated hereunder, as specifically set forth in the Water Rights Contract, all as approved by the Authority and the City. Subject to approval of, and through coordination with the Authority, Company may use the Leased Property in a manner that supports its operations. Company shall comply with the requirements of all governmental authorities having jurisdiction over the Leased Property, including the FAA, the City of Ardmore and/or other entities with jurisdiction over the activities Company undertakes. Company is permitted to carry out any other lawful activity reasonably related to its operations that is not otherwise prohibited by the terms hereof, subject to uniform rules and regulations established from time to time by the Authority and/or the City which are applicable to the Airpark.

5. PROPERTY IMPROVEMENTS. Company intends to make permanent improvements to the property, in the form of a water treatment plant. In accordance with 61 O.S. 2010, §1, Company shall, prior to beginning any construction upon the Leased Property costing in excess of \$50,000.00, require its contractors to furnish a bond with good and sufficient sureties payable to the City and the Authority in a sum not less than the total sum of the contract. The bond shall ensure the proper and prompt completion of the work in accordance with Company's contracts with its contractors, and shall ensure that the contractor shall pay all indebtedness the contractor incurs for the contractor's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and repair of any parts for equipment the contract requires the contractor to furnish. Company shall provide City and the Authority with written proof of such bond prior to the beginning of any construction upon the Leased Property. In lieu of a bond, Company may provide to the City and the Authority an irrevocable letter of credit as provided in 61 O.S. 2010, §1. For construction of improvements not exceeding Fifty Thousand Dollars (\$50,000.00), in lieu of a bond or irrevocable letter of credit, Company shall submit an affidavit of the payment of all indebtedness incurred by the Company, the Company's subcontractors, and all suppliers of labor, material, rented machinery or equipment, and repair of and parts for equipment used or consumed in the performance of the contract. The execution of the affidavit with knowledge that any of the contents of the affidavit are false, upon conviction, shall constitute perjury, punishable as provided for by law.

6. CONSTRUCTION AND MAINTENANCE OF THE "WATER TREATMENT PLANT". COMPANY shall be solely responsible for the construction of a Water Treatment Plant on the Premises, as defined in the Water Rights Contract. Company shall be solely responsible for the maintenance and repair of the Water Treatment Plant, except as otherwise set forth in the Water Rights Contract and shall maintain the Leased Property in a safe and clean manner and shall not allow debris or materials to be collected and become unsafe or unsightly.

7. RESPONSIBILITY OF COMPANY. Company shall be responsible for complying with all federal, state and local governmental regulations, and for obtaining all authorizations and other items necessary for it to conduct its operations. The Authority shall have no obligation to obtain the necessary authorizations on behalf of Company or to monitor or insure Company's compliance. All costs related to such activities will also be the sole responsibility of Company. Company shall not permit any encumbrances to be filed against the Leased Property or other portions of the Airpark as a result of its failure to properly pay such costs and, in the event such an encumbrance is filed, Company shall take all steps at its expense necessary to cause the encumbrance to be promptly removed. The Authority will cooperate with Company in its pursuit of variances to City ordinances that may be necessary for Company's use of the Leased Property, including but not limited to ordinances related to noise, vibration, restrictive covenants, and other zoning requirements.

8. QUIET ENJOYMENT. So long as the Company pays the Rent and performs all of the Company's obligations under this Agreement, Company will peacefully hold the Leased Property, free of interference from anyone, claiming by, through, or under the Authority, for the term of this agreement, subject of any applicable zoning ordinances, building codes, laws, and other regulations affecting the use of the Leased Property.

9. AD VALOREM TAXES. Company is a non-profit corporate entity and is not subject to ad valorem taxation.

10. UTILITIES. Company shall pay for all utilities it uses, if any, in connection with its operations hereunder, including, without limitation, electricity, gas, and water.

11. FAA AUTHORIZATIONS. Communication with the FAA to request, obtain, and update, if necessary, any FAA authorizations that may now or hereafter be required with respect to the Company's operations at the Leased Property. Performance of and compliance with FAA standards and authorizations, as well as providing verification of compliance with such FAA standards and authorizations, upon written request of the Authority, is strictly the responsibility of the Company.

12. LAWFUL CONDUCT. All of the activities conducted on the Leased Property by the Authority and Company shall comply in all material respects with all applicable federal, state, and local laws, as well as all other governmental rules and regulations that may affect their respective personnel, equipment and activities including, without limitation, such governmental

laws, rules and regulations as may now or hereafter be in force relating to airports, railroads, safety and the environment.

13. INSPECTIONS. The Authority shall be entitled to enter upon the Leased Property from time to time during regular business hours, upon reasonable advance notice to Company, in order to carry out such inspections of the Leased Property as the Authority may deem appropriate to ensure compliance with the terms hereof. The Authority shall be accompanied during any such inspections by an employee of Company and, while on the Leased Property, the Authority shall comply with all applicable safety rules and regulations promulgated by Company or any applicable governmental entity.

14. ENVIRONMENTAL CONCERNS AND HAZARDOUS MATERIALS.

(i) "Environmental Law(s)" shall mean any federal, state, or local law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material (as hereinafter defined), or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. §5101 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 *et seq.*; and the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*; all as have been amended from time to time, and any other federal, state, or local environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(ii) Company shall strictly comply with all Environmental Laws. Use or storage on the Leased Property of any Hazardous Materials that are not previously authorized by the Authority in writing in advance of such use or storage is a breach of this Agreement. Company shall abide by industry best practices in effort to prevent the release or suffer the release of oil or Hazardous Materials on, about or affecting the Leased Property.

(iii) Company shall give the Authority immediate notice of any release of Hazardous Materials on, from, or affecting the Leased Property, for any violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to use of the Leased Property by Company. Company also shall give the Authority immediate notice of all measures undertaken by or on behalf of Company to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to the Authority copies of all reports and/or data regarding any investigations or remediation of the Leased Property. In the event that the Authority has notice from Company or otherwise of a

release or violation of Environmental Laws on, from, or otherwise affecting the Leased Property which occurred or may occur during the Term of this Agreement as a result of use by Company, the Authority may require Company, at Company's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure each such release or violation on, from, or otherwise affecting the Leased Property, including without limitation payment of any fines or penalties due.

(iv) Company shall promptly report to the Authority in writing any conditions or activities upon the Leased Property outside of the ordinary course of operations of Company's use of the Leased Property that create a risk of harm to persons, property or the environment. Company shall promptly take whatever action is necessary to mitigate injury or damage to persons, property or the environment arising out of conditions or activities resulting from use of the Leased Property by Company, including but not limited to releases or violations of Environmental Laws; provided, however, that Company's reporting to the Authority shall not relieve Company of any obligation whatsoever imposed on it by this Agreement or by law. Company shall promptly respond to the Authority's request for information regarding said conditions or activities.

(v) The Authority and its agents and representatives shall have a right of entry and access to the Leased Property: (a) at any time an actual or suspected emergency exists; and (b) at any reasonable time, upon prior written notice, and, at Company's election, with a representative of Company present, for the purposes of (1) inspecting the documentation relating to Hazardous Materials or environmental matters maintained by Company; and (2) ascertaining whether Company is in compliance with its obligations under this Section.

15. ENVIRONMENTAL ISSUES - WARRANTY AND INDEMNITY. Company represents, warrants and covenants and agrees to the following: Company to the fullest extent permitted by law, hereby indemnifies and agrees to reimburse, defend and hold harmless the City and the Authority and their employees, officers, directors, members, managers and agents for, from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties, punitive and consequential damages, reasonable attorney's fees, disbursements and expenses, and reasonable consultant's fees, disbursements and expenses asserted against, resulting to, imposed on, or incurred by the other party, directly or indirectly, in connection with any of the following:

(i) Events, circumstances or conditions that form the basis for an Environmental Claim (as hereafter defined) as a result of the acts or omissions of the other party or any of its officers, employees, agents, representatives, contractors, subcontractors, or invitees ("Permittees"). For purposes of this Agreement, "Environmental Claim" means any lien or other encumbrance, or any notice, notification, request for information, claim, administrative, regulatory or judicial action, suit, judgment, demand or other communication (whether written or oral) by any person or governmental authority alleging or asserting liability with indemnification, cost recovery, compensation, injunctive relief, investigatory, response, remedial or cleanup costs, damages to natural resources, personal injuries, fines or penalties arising out of, based on or resulting from: (1) the presence, use or release into the environment

of any Hazardous Materials; (2) any fact, circumstance, condition or occurrence forming the basis of any violation of any Environmental Law; or (3) any injury or threat to health, safety or the environment, any pollution or threat to human health or the environment that is related in any way to Company's or any of Permittees' management, use or control of the Leased Property;

(ii) The nonperformance or delayed performance and completion of any remedial work to prevent, cure or mitigate any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through ambient air, soil, surface water, ground water, wetlands, land or subsurface strata; or

(iii) The breach of any environmental representation, warranty or covenant set forth in this Agreement.

Nothing in this Section shall be deemed to deprive either Party of any rights or remedies provided to it in this Agreement or otherwise available, at law or in equity.

16. GENERAL INDEMNITY. In addition to the indemnification provided in Section 15, Company shall indemnify, defend, and hold the Authority and the City and their employees, officers, directors, members, managers and agents, harmless from any and all costs, expenses, losses or damages, (including but not limited to reasonable attorneys', engineering and expert witness fees), arising from or in connection with (i) any injury sustained directly by such party; or (ii) any demand, claim, cause of action, or other proceeding brought against any of them, that is related to (a) any negligent or wrongful act or omission of Company whether occurring on or off the Leased Property or anywhere else within the Airpark; (b) any breach by Company of any provision of this Agreement, including, without limitation, any representation or warranty set forth herein.

The obligations of the Company under this Section shall apply regardless of whether it is determined that the indemnified party was partially responsible for the loss. To the extent that both Company and the Authority are jointly responsible for an indemnifiable loss, they shall each share such responsibility on the same proportional basis that their respective acts and omissions caused such loss. Further, the obligations contained in this Section will survive expiration or termination of this Agreement regardless of the reason for termination.

17. LIABILITY INSURANCE.

(i) *Liability Insurance.* Throughout the Term, Company shall maintain at Company's expense, insurance insuring Company, the Authority, and the City, against all liability for injury to property and for liability for the injury or death of any person occasioned by or arising out of or in connection with the occupancy and use of the Leased Property. The policy or policies shall provide not less than one million dollars (\$1,000,000.00) combined single limit coverage, shall name the Authority, the City, and Company and their respective agents as

insureds and shall be maintained with an insurance company or companies authorized to do business in the State of Oklahoma.

(ii) *Policies.* Company shall furnish evidence that is satisfactory to the Authority of the maintenance of all insurance required by this Section, including certificates of such insurance and evidence of the payment of premiums. Additionally, Company shall obtain a written obligation on the part of each insurance company to notify the Authority at least thirty (30) days prior to cancellation or material change of any such insurance.

(iii) *Subrogation.* Company hereby waives any cause of action which Company or anyone claiming by, through, or under it, by subrogation or otherwise, might now or in the future have against the Authority or the City on account of any loss or damage which is insured against under any insurance policy which names Company as a party insured. Company agrees to provide the Authority a waiver of subrogation endorsement, satisfactory to the Authority and the City, to all policies of insurance maintained pursuant to this Agreement. Company hereby waives any cause of action which Company or anyone claiming by, through, or under it, by subrogation or otherwise, might now or in the future have against Company on account of any loss or damage which is insured against under any insurance policy which names the Authority and/or the City as a party insured. The Authority agrees to provide Company a waiver of subrogation endorsement, satisfactory to Company, to all policies of insurance maintained by the Authority and covering the Leased Property.

18. TERMINATION BY AUTHORITY. The Authority may terminate this Agreement at any time if Company (i) fails to pay any installment of rent when due hereunder and such failure continues for a period of sixty (60) days following written notice from the Authority of such failure; or (ii) fails to perform any of its other obligations hereunder and such failure continues for a period of sixty (60) days after written notice specifying such failure. If through no fault of Company, the applicable non-monetary failure is impracticable to correct within such sixty (60) day period, the Authority shall not terminate this Agreement if Company commences with good faith and with due diligence, and provides proof of the same, to correct such non-monetary failure within the thirty (30) day period and diligently prosecutes the correction of such failure until cured. Nonetheless, no default shall be allowed to continue for more than one hundred and eighty (180) days under any circumstances. In addition, the ADA may cancel this Agreement without notice should the Company fail to comply with any order of the FAA, or other federal or state agency related to its activities on the Leased Property.

19. TERMINATION BY COMPANY. Company may terminate this Agreement at any time (i) if the Authority fails to perform any of its obligations hereunder, and such failure continues for a period of sixty (60) days after written notice from Company of such failure; provided that, if, through no fault of the Authority such failure is impracticable to correct within such sixty (60) day period, Company shall not terminate this Agreement if Owner commences with good faith and with due diligence, and provides proof of the same, to correct such failure within the sixty (60) day period and diligently prosecutes the correction of such failure until cured. Nonetheless, no default shall be allowed to continue for more than one hundred and eighty (180) days under any circumstances.

after the Effective Date hereof, by an authorized representative of each party and with the written approval of the City of Ardmore.

24. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby.

25. FORCE MAJEURE. If the performance of any party hereunder, other than with respect to payments, is rendered commercially impracticable as a result of weather, strikes, wars, ice, governmental orders or regulations, court orders, acts of God, fire, or other events beyond such party's reasonable control, then performance, other than the payment of amounts due, will be excused and suspended during the period of such commercial impracticability.

26. WAIVER. The waiver by either party of any default in any of the terms and conditions stated herein shall not be deemed a waiver of any subsequent default of the same or any other term or condition hereof. Any right hereunder may be waived only by a written instrument executed by the party waiving such right.

27. GOVERNING LAW. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Oklahoma considered without regard to its choice of law rules.

28. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute that arises regarding the formation or terms of this Agreement, or the performance of the parties hereunder, by negotiation, or if that is unsuccessful, by non-binding mediation in Oklahoma City, Oklahoma before a mediator jointly selected and equally paid for by each party. Any statements made or documents produced at mediation shall be kept confidential as provided by the applicable provisions of the Oklahoma law.

If mediation is not successful, the parties agree that jurisdiction will be proper in Carter County, Oklahoma or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any objection to venue laid therein.

29. STATUS OF AUTHORITY. The Authority's obligations under this Agreement with respect to insurance, indemnity and liability are subject to and shall not constitute a waiver of the protection or limits of liability under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, as interpreted by applicable case law concerning contractual indemnities. No provision of this Agreement modifies and/or waives any provision of the Governmental Tort Claims Act.

30. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

31. COUNTERPARTS. This Agreement may be executed in multiple counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN TESTIMONY WHEREOF, witness the signature of Company and the Authority by their respective authorized representatives, each as of the date first above written.

Date: _____

Ardmore Development Authority,
an Oklahoma Public Trust

By: _____
Ron Crosby, Chairman

ATTEST:

Secretary

Date: _____

Southern Oklahoma Water Corporation

By: _____

Name: Glen Jones
Title: Chairman of the Board of Directors

ATTEST:

By: _____
Name: Troy Duke
Title: Secretary

CONSENTED TO BY:

Date: _____

The City of Ardmore, Oklahoma,
An Oklahoma Municipal Corporation

By: _____
John Moore, Mayor

ATTEST:

Lori Linney, City Clerk