

MUNICIPAL SALES TAX REBATE AGREEMENT

This Municipal Sales Tax Rebate Agreement, (“Agreement”) is made on or as of this ____ day of _____, 2024 (“Effective Date”), by and among THE CITY OF EDMOND, OKLAHOMA, an Oklahoma municipal corporation (the "City"), FINE ARTS INSTITUTE OF EDMOND, an Oklahoma charitable organization, or its assigns (“FAI”), and UNCOMMON GROUND SCULPTURE PARK, INC., an Oklahoma nonprofit corporation, (“Donor”). The City, FAI, and Donor are each a “Party” and collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Donor seeks to undertake a development project (“Uncommon Ground”) originally proposed by the French Family Charitable Foundation (“Foundation”) in 2021, which contemplates the eventual development of approximately sixty two and one half (62.4965) acres of previously undeveloped property generally located on the northwest corner of East 2nd Street and North Coltrane Road in Edmond, Oklahoma (“Project Area”);

WHEREAS, a Sculpture Park containing public art owned by City will be included in the Project Area, as well as an Art & Event Center to be funded and occupied by FAI, which includes an event center, gallery spaces, office spaces, and art education classrooms;

WHEREAS, the projected private investment and development, including the construction of the Art & Event Center, and Sculpture Park (collectively, the “Project”), will generate direct and indirect benefits to the City and its citizens, including, among others: increased visitors and tourism, new public facilities, greater economic activity, as well as new sales tax generated from the development of the Project Area;

WHEREAS, the investment and development related to the Project, as well as the direct and indirect benefits of the same, will ultimately result in significant revenue for the City and contribute to the quality of life in the community; and

WHEREAS, the City stands to realize significant net direct value from the Art & Event Center and Sculpture Park, as well as from sales tax revenue generated from the further development of the Restaurant & Retail Area and tax revenue generated in other parts of the City as a direct result of the development of the Project;

WHEREAS, it is desirable, appropriate, and in the public interest to facilitate the development of the Project by financing the costs of certain Infrastructure Improvements required in the Project Area up to Ten Million Dollars;

WHEREAS, in exchange for certain public access, free of admission to the Sculpture Park, the City has agreed to rebate that portion of sales and use tax received by the City pursuant to the City of Edmond Municipal Code, Chapter 3.12, (“Local Tax”) generated by FAI and/or Donor’s purchase of construction materials required for development and construction of the Project including the Local Tax paid on the retaining wall north of the Restaurant & Retail Area, described more particularly in the Development and Funding Assistance Agreement: Uncommon Ground Sculpture Park (“Development Agreement”);

WHEREAS, Parties have agreed that to evidence the commitment to provide public access, free of admission to the Sculpture Park by entering into an Operations and Maintenance Agreement detailing such commitments; and

WHEREAS, the rebate of Local Tax due pursuant to this Municipal Sales Tax Rebate Agreement shall be payable on a quarterly basis, subject to Donor and FAI providing proof of payment to the City, to the Park Endowment contemplated in the Operations and Maintenance Agreement in an amount not to exceed actual Local Tax paid by Donor and FAI on the Project Area and the retaining wall between the Sculpture park and the Restaurant & Retail Area.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, receipt of which is hereby acknowledged by and between the parties hereto, City, FAI, and Donor agree as follows:

Section 1. Donor and FAI are obligated to keep maintain accurate records evidencing expenditures related to purchase of construction materials and payments of Local Tax related thereto.

Section 2. Monies rebated to Donor hereunder may be used for improvements to the Sculpture Park or for purposes outlined in the Operations and Maintenance Agreement..

Section 3. This Municipal Sales Tax Rebate Agreement shall remain in full force and effect until the Completion Date or rebate in full of all Local Tax generated by construction of the Project. It is hereby acknowledged, however, that under Oklahoma Law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants and agreements made herein by the City, except to the extent permitted by Article X, Section 6C of the Oklahoma Constitution, shall be on a year-to-year basis automatically renewed for additional one-year periods on July 1 of each year until such time as the rebate amount due under this Agreement has been paid; provided that the rebate of the monies as set out herein is subject to annual appropriation by the City, and provided further that since the levy, collection and use of the certain portions of the City's overall amount sales and use tax revenue was approved by a majority of the voters voting at an election held for such purpose, the voters have the power to revoke the same.

Section 4. The Recitals set forth above are true and correct and are hereby incorporated into this Municipal Sales Tax Rebate Agreement.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the City, EPWA, Conservancy, Foundation, Donor and FAI, as Parties to this Agreement, have caused this Development Agreement to be duly executed and delivered effective as of the ____ day of _____, 2024.

THE CITY OF EDMOND, OKLAHOMA,
an Oklahoma municipal corporation

By: _____
Darrell Davis, Mayor

ATTEST:

City Clerk

**UNCOMMON GROUND SCULPTURE PARK,
INC.,** an Oklahoma non-profit corporation

By: _____
Hal French, President

FINE ARTS INSTITUTE OF EDMOND,
an Oklahoma charitable organization

By: _____
_____, President