

**AMENDMENT TO CAPITAL
IMPROVEMENTS AGREEMENT**

This AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (the “Agreement”) made and entered into this ___ day of _____, 2018, by and among the TULSA COUNTY INDUSTRIAL AUTHORITY (the “Authority”), the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the “Board”) and the CITY OF OWASSO, OKLAHOMA (the “Contracting Party”).

WITNESSETH:

WHEREAS, the Authority (defined below) was created pursuant to a Trust Indenture dated March 1, 1965, as a public trust for the use and benefit of the County of Tulsa, Oklahoma, under authority of and pursuant to the provisions of Title 60 O.S. 2001, §176-180.3, inclusive, as amended and supplemented and other applicable statutes of the State of Oklahoma; and

WHEREAS, on July 7, 2003, the Board adopted a Resolution (the “Resolution”) calling for a special election to levy and collect a sales tax (“Sales Tax”) to provide revenue for the purpose of capital improvements for community enrichment within Tulsa County, Oklahoma, including \$1,000,000.00 (the “Contracting Party Amount”) to be provided to fund the construction of capital improvements described therein (the “Improvements”) on real property described therein (the “Land”). (The Improvements and the Land being hereinafter collectively referred to as the “Project”); and

WHEREAS, on September 9, 2003, the duly qualified electors of Tulsa County, Oklahoma, did approve the levy and collection of such sales tax for the purposes set forth above; and

WHEREAS, the Contracting Party requested the Board to make, pursuant to the Resolution, disbursements of Sales Tax to the Contracting Party for the costs of the design, acquisition, construction, equipping and furnishing of the Project (the “Advances”) as evidenced by a Capital Improvements Agreement dated May 27, 2004, by and among the Tulsa County Industrial Authority, the Board of County Commissioners of Tulsa County, Oklahoma and the City of Owasso, Oklahoma.

NOW, THEREFORE, for and in consideration of the premises, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 6.6 of the Agreement is hereby amended by deleting in the third line thereof “May 27, 2007” and inserting thereat “March 31, 2019.”

3. Section 12 of the Agreement is hereby amended by deleting from the third line thereof "May 27, 2007" and inserting thereat "March 31, 2019."

4. Exhibit "A" of the Agreement is hereby deleted and replaced with the following:

**"EXHIBIT 'A'
DESCRIPTION OF PROJECT**

This project involves the replacement of the heating and air conditioning units in the Community Center; construction of a Community Build Park; acquisition of land for a Veterans Memorial and the participation in the construction of a new Recreational Facility by the YMCA; work on the Community Center, including new sidewalks, landscape walls, and other related general site work."

5. The Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

6. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

"Authority"

TULSA COUNTY INDUSTRIAL AUTHORITY

By: _____
Name: _____
Title: _____

"Contracting Party"

CITY OF OWASSO, OKLAHOMA

ATTEST:

City Clerk

By _____
Name _____
Title _____

APPROVED AS TO FORM:

City Attorney

“Board”

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Ron Peters, Chairman