

THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA, MET IN REGULAR SESSION IN THE CITY COUNCIL CHAMBERS AT CITY HALL IN COWETA, OKLAHOMA, ON THE 7<sup>TH</sup> DAY OF OCTOBER 2019, AT 6:00 O’CLOCK P. M. IMMEDIATELY FOLLOWING THE MEETING OF THE COWETA CITY COUNCIL

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by the City Clerk. Trustee \_\_\_\_\_, moved that the Resolution be adopted and Trustee \_\_\_\_\_, seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

**RESOLUTION NO. 2019-30**

A RESOLUTION OF THE COWETA PUBLIC WORKS AUTHORITY (THE “AUTHORITY”) APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$11,373,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$11,373,000.00, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT AND/OR APPROVING AND AUTHORIZING AN AMENDED SALES TAX AGREEMENT OR AN AMENDMENT TO SALES TAX AGREEMENT; APPROVING AND AUTHORIZING A PARITY AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, The Coweta Public Works Authority, Wagoner County, Oklahoma (the “Borrower”), was organized under Title 60, Oklahoma Statutes 2011, Sections 176-180.4, as

amended, for the purpose of furthering the public functions of the City of Coweta, Oklahoma (the “City”); and

WHEREAS, the Borrower is authorized and has determined to construct improvements to the Borrower’s wastewater treatment systems (the “Project”) in order to better serve the customers of said Borrower and in payment of part of the cost thereof, to seek money in the form of a Clean Water SRF Loan from the Oklahoma Water Resources Board (the “Board”) in the amount of \$11,373,000.00; and

WHEREAS, the Board has under consideration a loan application of the Borrower and the Borrower has determined to borrow money from the Board to accomplish the Project and to evidence such loan by the issuance of the Borrower’s Series 2019 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of \$11,373,000.00 (the “Note”), said Note being secured by a pledge of revenue derived from Borrower’s water, sanitary sewer, and garbage systems (hereinafter collectively, the “System”) and certain revenues derived from the sales tax levied by the City and paid over to the Borrower, provided said pledge and lien shall be on a parity in all respects with the Borrower’s (i) Capital Improvement Revenue Bonds, Tax Exempt Refunding Series 2016A dated November 1, 2016 and issued in the original principal amount of \$23,980,000 and (ii) Capital Improvement Revenue Bonds, Taxable Refunding Series 2016B dated November 1, 2016 and issued in the original principal amount of \$1,195,000 (collectively, the “Existing Indebtedness”); and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, WAGONER COUNTY, OKLAHOMA:

Section 1. Issuance of Note. The Borrower is hereby authorized to accept said loan and issue its Note payable to the Board and secured by a pledge of revenue derived from the operation of the System and certain sales tax revenues. The officers of the Borrower are hereby authorized and directed to execute said Note and to do any and all lawful things to effect said loan and secure said loan from the Board, provided that the principal amount of the Note shall be \$11,373,000, and the rate of interest on the Note shall be a fixed rate of interest of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum inclusive of administrative fees of one half of one percent (1/2%).

Section 2. Execution of Loan Agreement for Clean Water SRF Loan. The Loan Agreement for Clean Water SRF Loan by and between the Borrower and the Board (the “Loan Agreement”) is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Loan Agreement.

Section 3. Designation of Local Trustee and Execution of Trust Agreement. The Borrower hereby designates BOKF, NA, Tulsa, Oklahoma, to serve as local trustee (the “Local Trustee”) of certain funds in relation to the Note. The Trust Agreement by and between the Borrower and the Local Trustee, pertaining to the Note (the “Trust Agreement”) is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on

behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Trust Agreement.

Section 4. Execution of Security Agreement. The Security Agreement by the Borrower in favor of the Board (the “Security Agreement”), whereby the Borrower gives a lien on the revenues of the System to the Board to secure payment of the Note is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and do all other lawful things to carry out the terms and conditions of said Security Agreement.

Section 5. Lease Agreement. The Lease Agreement dated as of July 1, 2009, between the City and the Borrower (the “Lease Agreement”), whereby the City leased to the Borrower its presently existing and hereafter acquired water, sanitary sewer, and garbage systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the Note is paid.

Section 6. Sales Tax Agreement. The Borrower hereby ratifies and confirms the Sales Tax Agreement dated as of November 1, 2016 (the “Sales Tax Agreement”), by and between the City and the Borrower, which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue and authorizes the execution of an Amended Sales Tax Agreement or an Amendment to Sales Tax Agreement as determined appropriate by bond counsel.

Section 7. Parity Agreement. The Parity Agreement by and among the Borrower, the Board, and the Local Trustee (the “Parity Agreement”), is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute same for and on behalf of the Borrower.

Section 8. Covenants of Borrower Until payment in full of the Note and performance of all obligations owing to the Board under the Loan Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent to abide by and carry out the covenants contained in the Loan Agreement, which covenants are incorporated herein in their entirety.

Section 9. Project Costs Disbursement Account; Fees and Expenses. The Borrower is authorized to establish an account or accounts as necessary to serve as the Project Costs Disbursement Account described in the Loan Agreement. Upon closing of the referenced loan, the officers of the Borrower are hereby authorized to disburse (from loan proceeds or other available funds of the Borrower) those fees and expenses set forth on Exhibit “A” hereto, together with such other fees and expenses as will be set forth on the Borrower’s Closing Order to be executed in connection with the closing of the financing referenced herein.

Section 10. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to approve and make any changes to

the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

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ADOPTED AND APPROVED THIS 7<sup>TH</sup> DAY OF OCTOBER, 2019.

THE COWETA PUBLIC WORKS AUTHORITY

\_\_\_\_\_  
Evette Morris, Trust Chairman

ATTEST:

\_\_\_\_\_  
Julie Casteen, Trust Secretary

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Ronald D. Cates, Trust Attorney

STATE OF OKLAHOMA            )  
  )SS  
COUNTY OF WAGONER         )

I, the undersigned, Secretary of The Coweta Public Works Authority, Wagoner County, Oklahoma, an Oklahoma public trust, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said public trust held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 7<sup>TH</sup> DAY OF OCTOBER, 2019.

(SEAL)

\_\_\_\_\_  
Julie Casteen, Trust Secretary

EXHIBIT "A"

Fees and Expenses Paid at Closing

The Public Finance Law Group PLLC		
Legal Fee and Reimbursement of Expenses	1.00% of the principal amount of the Note plus \$2,500	
Municipal Finance Services, Inc.		
Financial Advisory Fee and Expenses	0.75% of the principal amount of the Note plus \$2,500	
Ronald D. Cates, Attorney at Law		
Legal Fee	0.25% of the principal amount of the Note	
BOKF, NA		
Trustee Bank Acceptance Fee		\$500.00