

CITY OF BLACKWELL  
REQUEST FOR RECORD

Date: 8-3-10

Name: Jessica Pepper

Phone Number: ( ) \_\_\_\_\_

Address: \_\_\_\_\_  
(Include street address, city, state, and zip code)

Signature: \_\_\_\_\_

The following request is made:

- Request for Record Inspection
- Request for Record Copy

Please provide as specific a description as possible of the record(s) you desire to inspect and/or copy.

Record Title/Date: \_\_\_\_\_ No. of copies desired: \_\_\_\_\_  
Blackwell Public Trust Documents

Charges: The charge for providing copies of public records is authorized by State Law [O.S. 51 Section 24A.5(3)] and has been established by the Board of Commissioners [City Policy 6/17/97]. These charges are set at a level to compensate the City for the actual costs incurred in honoring your request. The fee schedule established by the City is posted in the Office of the City Clerk. NOTE: Prepayment of the amount may be required.

STATUS (to be filled out by Record Custodian)

Your request for inspection/copy(ies) dated 8-3-10 has been:

- Completed
- Delayed
- Denied

The reason for the delay is:

- The record requested cannot be located at this time.
- Please provide additional identification information.
- Our search for the record is continuing and you will be contacted when it is located.
- Contact \_\_\_\_\_ for assistance.
- The record requested has been temporarily removed from this office or is being used by this office. It will be returned and made available to you on or before \_\_\_\_\_.
- This office is attempting to establish whether the record requested is an open public record. You will be contacted on or before \_\_\_\_\_.

The reason for denial\* is the undersigned Record Custodian has determined that:

- The record requested, as described above, is not a record, which is made, maintained, kept by or in the possession of the City or this office. It may be obtainable at \_\_\_\_\_.
- The record requested is not required to be disclosed under the Oklahoma Open Records Act.
- Access to the record requested is restricted under Federal and/or State Law.

\*It is your right to challenge this denial by means of legal action brought in District Court.

CHARGE: The charge for the inspection/copy(ies) is \$ 6.00 [KEY 314]  
(Charge per page copied: \$0.25; \$1.00 for certified)

8/3/10  
Date/Time

Cynthia Neumayer  
Record Custodian

**Notice of Special Meeting**

**BLACKWELL PUBLIC TRUST**

**7:10 p.m. Monday, August 2, 2010**

**City Administration Building - Council Chambers**

**221 West Blackwell - Blackwell, OK 74631**

**Notice Filed By: Cynthia Neumayer, City Clerk**

**221 West Blackwell - City Hall - 580-363-7250**

**Filed in the office of the City Clerk, July 29, 2010**

**Posted July 29, 2010, 6:30 p.m.**

  
Cynthia Neumayer, City Clerk

**Agenda**

- 1. Call to Order.**
- 2. Business: Discussion and Possible Action:**
  - (A) Consideration and possible action to adopt a resolution authorizing establishment of bank account or accounts for the Trust and designating person(s) authorized to sign on behalf of the Trust.**
- 3. Adjournment.**

**Notice of Meeting**

**BLACKWELL CITY COUNCIL**

**7:00 p.m. Monday, July 5, 2010**

**City Administration Building - Council Chambers**

**221 West Blackwell - Blackwell, OK 74631**

**Notice Filed By: Cynthia Neumayer, City Clerk**

**221 West Blackwell - City Hall - 580-363-7250**

**Filed in the office of the City Clerk, June 30, 2010**

**Posted June 30, 2010, 5:30 p.m.**

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**Cynthia Neumayer, City Clerk**

**Agenda**

- 1. Call to Order.**
- 2. Opening Ceremonies.**
- 3. Special Presentations and/or Recognitions:**
- 4. Consent Agenda: All items listed under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body.**
  - (A) Minutes of 06/21/10 Meeting.**
  - (B) Payment of Outstanding Claims for June.**
- 5. Reports from Organizations and Authorities.**
- 6. Board Comments.**
- 7. Management Comments.**
- 8. Business: Discussion and Possible Action:**
  - (A) Discussion and Possible Action on Payoff of Blackwell Municipal Authority Sales Tax Revenue Note, Series 2002, Effective 8/10/10 in the amount of \$281,012.19.**
  - (B) Resolution No. 07-05-10A/07-05-10MA allowing the City of Blackwell to transfer a portion of the Settlement funds to the City of Blackwell general fund and the balance of the Settlement Funds to the Blackwell Public Trust, to be held according to the terms of the Trust Indenture.**
  - (C) Discussion and Possible Action on Resolution 07-05-10B, A Resolution Authorizing the Renewal of Lease Purchase Agreement with Home National Bank for the Fire Truck for FY 2010/2011, and Declaring an Emergency.**
  - (D) Discussion and Possible Action on Resolution 07-05-10C, A Resolution Authorizing the Renewal of Lease Purchase Agreement with Central National Bank for Street Sweeper for FY 2010/2011, and Declaring an Emergency.**
  - (E) Discussion and Possible Action on Resolution 07-05-10D, A Resolution Authorizing the Renewal of Lease Purchase Agreement with BancFirst for the Ambulance for FY 2010/2011, and Declaring an Emergency.**
  - (F) Consideration and Possible Action on Ordinance No. 2789, an Ordinance Amending the Blackwell City Code at Section 8-19 to Adopt the International Codes to Include Building Code for Commercial Buildings, Mechanical Code, Plumbing Code, Fire Code, Energy Code, Performance Code and Fuel Gas Code, as Published by the International Code Council, Inc., Providing for A Repealer, Exceptions, Severability and Declaring an Emergency.**
  - (G) Approval of the Trust Indenture and Appointment of Trustees for Blackwell Public Trust.**
- 9. New Business.**
- 10. Adjournment.**

8. **BUSINESS: \* Note: Item F was moved ahead due to pending weather.**

- (F) **Consider and Take Action on Ordinance No. 2789, an Ordinance Amending the Blackwell City Code at Section 8-19 to Adopt the International Codes to Include Building Code for Commercial Buildings, Mechanical Code, Plumbing Code, Fire Code, Energy Code, Performance Code and Fuel Gas Code, as Published by the International Code Council, Inc., Providing for A Repealer, Exceptions, Severability and Declaring an Emergency.**

Jim Inmon presented Ordinance #2789. The ordinance would allow the City to operate under the 2009 Edition of the International Codes. Attorney Thompson commented the ordinance would allow for an automatic update to the new Version, as it comes into effect.

Motion was made by Wirtz, seconded by Hudsonpillar approving Ordinance 2789. Roll, yeas: Cordell, Carroll, Wirtz, Hudsonpillar, Bechtel. Nays: None. Absent: None. Motion carried.

Motion was made by Carroll, seconded by Hudsonpillar to declare an emergency. Roll, yeas: Cordell, Carroll, Wirtz, Hudsonpillar, Bechtel. Nays: None. Absent: None. Motion carried.

- (A) **Discussion and Possible Action on Payoff of Blackwell Municipal Authority Sales Tax Revenue Note, Series 2002, Effective 8/10/10 in the amount of \$281,012.19.**

Discussion centered around the ½ cent sales tax and whether or not it would be removed with the payoff of the 2002 Note for \$281,012.19. The sales tax would not go down due to the pay off of the loan, according to council all of the Sales Tax notes were extended, ending at the same time. Motion was made by Carroll, seconded by Wirtz to pay off the 2002 Note in the amount of \$281,012.19. Roll, yeas: Cordell, Carroll, Wirtz, Hudsonpillar, Bechtel. Nays: None. Absent: None. Motion carried.

Motion made by Hudsonpillar, seconded by Carroll to declare an emergency. Roll, yeas: Cordell, Carroll, Wirtz, Hudsonpillar, Bechtel. Nays: None. Absent: None. Motion carried.

- (B) **Resolution No. 07-05-10A/07-05-10MA allowing the City of Blackwell to transfer a portion of the Settlement funds to the City of Blackwell general fund and the balance of the Settlement Funds to the Blackwell Public Trust, to be held according to the terms of the Trust Indenture.**

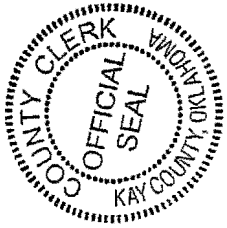
Concerns were raised about where the money from the Public Trust would be placed and tracking the funds. Manager Skiles gave a brief summary of uses for the \$1.5 million, to be transferred to the General Fund.

Motion was made by Bechtel, seconded by Wirtz to pass Resolution 07-05-10A/07-05-10MA. Roll, yeas: Cordell, Carroll, Wirtz, Hudsonpillar, Bechtel. Nays: None. Absent: None. Motion carried.

- (C) **Discussion and Possible Action on Resolution 07-05-10B, A Resolution Authorizing the Renewal of Lease Purchase Agreement with Home National Bank for the Fire Truck for FY 2010/2011, and Declaring an Emergency.**

Mayor Cordell noted the balance on the Lease/Purchase with Home National Bank is \$29,071.60 with the Note expiring October 2011. Motion was made by Wirtz, seconded by Carroll to approve the renewal of the Lease/Purchase agreement for FY 2010/2011. Roll, yeas: Cordell, Carroll, Wirtz, Hudsonpillar, Bechtel. Nays: None. Absent: None. Motion carried.

Motion was made by Hudsonpillar, seconded by Carroll to declare an emergency. Roll, yeas: Cordell, Carroll, Wirtz, Hudsonpillar, Bechtel. Nays: None. Absent: None. Motion carried.



Copy

1-2010-005636 07/13/2010 4:26 pm  
Book 1498 Page(s) 0234-0254  
Fee: \$ 53.00 Doc: \$ 0.00  
TAMMY REESE - Kay County Clerk  
State of Oklahoma

**TRUST INDENTURE**  
**OF**  
**THE BLACKWELL PUBLIC TRUST**

**Effective as of July 5, 2010**

**TRUST INDENTURE**  
**OF**  
**THE BLACKWELL PUBLIC TRUST**  
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**EXHIBIT A – Investment Policy Statement**

**TRUST INDENTURE**  
**OF**  
**THE BLACKWELL PUBLIC TRUST**

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS TRUST INDENTURE** dated as of the 5th day of July, 2010, by the City of Blackwell and Blackwell Municipal Authority ("BMA"), hereinafter referred to, collectively, as the "Trustor", and Mayor J. Mark Cordell, Brad Bechtel, Jim Rodgers, Mark Savage and Mike Loftis, and their respective successors in office, hereinafter individually referred to as "Trustee" and collectively as "Trustees" of the Blackwell Public Trust, a public trust hereby organized pursuant to the laws of the State of Oklahoma, hereinafter referred to as the "Trust".

**WITNESSETH:**

That in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable consideration, the Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

**TO HAVE AND TO HOLD** such property and proceeds, rents, profits and increases thereof unto said Trustees and their successors and assigns, but nevertheless in trust, for the use and benefit of the City of Blackwell, hereinafter referred to as the "Beneficiary", and upon the following terms and conditions.

**ARTICLE I**  
**CREATION OF TRUST**

The undersigned Trustor creates and establishes a public trust for the use and benefit of the Beneficiary, to finance, operate, construct and administer the trust estate as hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 1981, Sections 176-180.4, inclusive, as amended, and other applicable statutes of the State of Oklahoma. The name of the Trust shall be, and the Trustees in their representative fiduciary capacity shall be designated as The Blackwell Public Trust. Under that name they shall, so far as practicable, conduct all business, and execute all instruments in writing, and otherwise perform their duties and functions in the execution of this Trust.

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## ARTICLE II PURPOSES

The purposes of this Trust are:

**2.1 General Purposes.** To promote, encourage and further the accomplishment of all activities which are or may become of benefit to the Beneficiary and which have a public purpose, including, but not limited to:

(a) The allocation and distribution of Trust funds to benefit the Beneficiary as provided in Sections 2.4 and 2.5; and

(b) The investment of the Trust funds pursuant to the Investment Policy Statement, as defined in Section 2.6.

**2.2 Definitions.** The following terms have the following definitions wherever used in this Trust.

(a) "Sewer Project" means any project related to the sewers and other drainage systems of Beneficiary.

(b) "Water Project" means any project related to the water supply system of Beneficiary.

(c) "Street Project" means any project related to the surface streets and roads of Beneficiary.

(d) "Community Enhancement Project" means projects other than Sewer Projects, Water Projects and Street Projects that results in the enhancement of Beneficiary, as determined by the governing body of Beneficiary, including but not limited to the demolition of dangerous and/or dilapidated structures.

(e) "Capital Improvement Project" means any Sewer Project, Water Project, Street Project, Community Enhancement Project, or other non-operational expense of the Beneficiary.

(f) "Private Project" means a project that is: (i) proposed to the City of Blackwell Planning Commission by a private, civic or other public party(ies); (ii) reviewed and determined to be beneficial to the Beneficiary by the City of Blackwell Planning Commission; and (iii) approved for the use of Trust funds by the Beneficiary.

(g) "Gross Value" means the fair market value of assets of the Trust for any month, calculated as of the fifteenth (15<sup>th</sup>) day of such month, without reduction for any liabilities of the Trust. Fair market value shall be determined in any commercially reasonable manner.

**2.3 Creation of Earmarked Funds.** The Trust shall create the following separate accounts on its books of record:

- (a) A restricted use fund to be used solely for Sewer Projects ("Sewer Projects Restricted Use Fund");
- (b) A restricted use fund to be used solely for Water Projects ("Water Projects Restricted Use Fund");
- (c) A restricted use fund to be used solely for Street Projects ("Street Projects Restricted Use Fund");
- (d) A restricted use fund to be used solely for Community Enhancement Projects ("Community Enhancement Projects Restricted Use Fund");
- (e) A restricted use fund to be used solely for Capital Improvement Projects ("Capital Improvement Projects Restricted Use Fund"); and
- (f) A restricted use fund to be used solely for Private Projects ("Private Projects Restricted Use Fund").

**2.4 Allocation of Trust Fund.** On the first day of each month, one quarter (1/4) of one percent (1%) of the Gross Value of the Trust for the prior month shall be allocated as follows:

- (a) Ten percent (10%) to the General Fund of the Beneficiary for operational expenses and/or cash reserve development;
- (b) Ten percent (10%) to the Sewer Projects Fund;
- (c) Ten percent (10%) to the Water Projects Fund;
- (d) Twenty percent (20%) to the Street Projects Fund;
- (e) Ten percent (20%) to the Community Enhancement Projects Restricted Use Fund;
- (f) Twenty-five percent (25%) to the Capital Improvement Projects Restricted Use Fund;
- (g) Five percent (5%) to the Private Projects Fund to be used for Private Projects; and
- (h) Any remaining funds shall be retained in the principal of the Trust for such month.

**2.5 Distribution of Funds.** Funds allocated pursuant to Section 2.4 shall be distributed as follows:

(a) Funds allocated to the General Fund of Beneficiary pursuant to Subsection 2.4(a) shall be distributed immediately after such allocation; and

(b) Funds allocated pursuant to the remainder of Section 2.4 shall be distributed to the General Fund of Beneficiary as requested by the City Manager of Beneficiary, with such funds dispersed thereafter from the General Fund of Beneficiary for the designated purposes as outlined in Section 2.4.

**2.6 Investment Policy Statement.** The governing body of the Beneficiary has approved the investment policy statement attached hereto as Exhibit A ("Investment Policy Statement"). Such Investment Policy Statement may be revised in any lawful manner upon the consent of at least eighty percent (80%) of the Trustees of the Trust and the acceptance thereof by the approval of at least eighty percent (80%) of the governing body of the Beneficiary.

**2.7 Additions to Trust.** To acquire by gift, purchase, production, lease, sublease, reduction to possession or otherwise and to operate, manage and administer any property or interest or estate therein (real, personal and/or mixed), rights, privileges, immunities, franchises, easements, licenses, promissory notes, contracts, benefits and any other thing of value, designed for or useful in instituting, furnishing, providing or supplying any facilities, improvements and services related to the purposes specified herein or performing any purposes of this Trust.

**2.8 Leases and Other Contracts.** To comply with the terms and conditions of any leases, subleases, or other contracts made in connection with the acquisition, equipping, installation, maintenance, operation, leasing, subleasing, and/or disposal of any of said property. To lease, sublease, rent, furnish, or provide such property, buildings, improvements and facilities for use by the United States of America, the State of Oklahoma or the Beneficiary, or for use by authorities or agencies of the United States of America, the State of Oklahoma or the Beneficiary, and to relinquish, lease, sublease, rent, dispose of or otherwise alienate, or otherwise make provision for, or take any action relating to any or all of the assets of the Trust, including, but not limited to the sale, abandonment, or other disposition of any property of the Trust.

**2.9 Financing.** To finance, refinance, borrow and issue bonds, notes or other evidences of indebtedness to finance all or any part of the costs of providing any of such facilities or services which directly or indirectly may be for the benefit of the Beneficiary or for any other purpose or purposes which may directly or indirectly enhance the accomplishment of the purposes described herein.

**2.10 Provision of Financing.** To provide funds for the costs of financing, acquiring, constructing, purchasing, equipping, maintaining, installing, leasing, subleasing, holding, extending, enlarging, remodeling, storing, operating, repairing and administering any or all of said facilities, improvements and services, or any or all of them and all other charges, costs and expenses necessarily incurred in connection therewith; and in so doing to incur indebtedness, either unsecured or secured by all or part of the Trust assets and/or its revenues, and also to fix,

demand, enforce and collect charges, prices, rates and fees for the use of, participating in and/or delivery or furnishing or providing of any or all of said facilities, improvements and services, or of any product thereof; and, in implementation of the foregoing, to refuse, deny and debar the use of, participation in and/or delivery, furnishing or providing of any or all of said facilities, improvements and services, or any product thereof, to any person failing to pay the Trust any charge, price, rate or fee due it as aforesaid for any facilities improvement, or service, or property whatsoever delivered, furnished or provided by the Trust, or for breach or violation of any rule or regulation theretofore established by the Trustees for the administering thereof.

**2.11 Costs and Expenses of Trust.** To expend any funds coming into the hands of the Trustees, as revenues or otherwise, in the payment of costs and expenses of administering the Trust (which shall include the payment of any indebtedness incurred for Trust purposes, and in payment of any other debt or obligation properly chargeable against any property of the Trust), and to distribute any residue or remainder of such funds to the Beneficiary for any authorized or proper public function or purpose, as provided in Sections 2.4 and 2.5, and not otherwise. To receive funds, property, or other things of value from the federal, state or local government, or any other source or sources, and to issue bonds, notes or other obligations and to provide for funding thereof from time to time as funds are needed to pay the cost of local participation in or to act singly or jointly as a coordinating or administrative agency in connection with any present or future federal, state or other governmental programs now existent or hereafter developed or created, which shall be of advantage to this Trust and the Beneficiary, and which are consistent with the objectives stated in this Trust Indenture.

**2.12 Other Actions.** To take any other actions, not hereinabove enumerated, as are necessary, appropriate, beneficial or deemed desirable for or incidental to the accomplishment of the purposes of this Trust.

**2.13 Not for Profit.** This Trust is not created or organized for profit, and further, no part of the net earnings derived from the operation of such Trust shall inure to the benefit of any private person.

### **ARTICLE III DURATION OF TRUST**

This Trust shall have duration for the term of duration of the Beneficiary or until such time as its purposes shall have been fully fulfilled, or until it shall be terminated as hereinafter provided.

### **ARTICLE IV THE TRUST ESTATE**

The Trust Estate shall consist of:

The funds and property presently in the hands of the Trustees or to be acquired or constructed by the Trustees and dedicated by the Trustor and others for use in accomplishing trust purposes. Any and all money, property (real, personal or mixed), rights, choses in action,

contracts, leases, privileges, immunities, licenses, franchises, benefits, and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.

The instruments executed in connection with each project, and/or the issuance by the Trustees of bonds, notes or other evidences of indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

**ARTICLE V  
THE TRUSTEES**

**5.1 Initial Trustees, Requirements and Term.** The Trustees of the Trust shall be citizens of the State of Oklahoma residing in or near the Beneficiary. The initial Trustees and their initial terms are as follows:

<u>Trustee</u>	<u>Length of Term</u>
Mayor J. Mark Cordell	Coincides with term of office
Brad Bechtel	Coincides with term of council
Jim Rodgers	1 year
Mark Savage	2 years
Mike Loftis	3 years

By acceptance of the beneficial interest hereunder, the initial Trustees shall be deemed to have been appointed and confirmed by the Beneficiary. After the expiration of the foregoing terms, each successor Trustee, other than the Mayor and the Councilmember, shall serve for a term of three (3) years with such successors appointed by majority vote of the governing board of the Beneficiary. Each successor in office so appointed shall without any further act, deed or conveyance, automatically become a Trustee of this Trust and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. Notwithstanding the expiration of a stated term of office, a Trustee shall continue to serve until his successor shall have been appointed and qualified.

**5.2 Compensation.** The Trustees shall serve without compensation, except for actual expenses and reasonable per diem while attending meetings and/or in traveling thereto or therefrom, or in connection with other official business of the Trust. Reimbursement for actual expenses and the per diem policy shall be subject to approval by the governing board of Beneficiary.

**5.3 Chairman and Vice-Chairman.** The Mayor of Beneficiary shall serve as a Chairman of the Trustees and shall preside at all meetings of the Trust and perform other duties

designated by the Trustees. The Trustees shall select one of their members to be Vice-Chairman, who shall act in the place of the Chairman during the latter's absence or incapacity to act.

**5.4 Meetings.** The Trustees shall designate the time and place of all regular meetings in accordance with laws of the State of Oklahoma. A majority of Trustees shall constitute a quorum for purposes of business at any meeting. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture.

**5.5 Officers.** The Trustees shall select one their members to be a Secretary and one of their members to be a Treasurer of the Trust. The Secretary shall keep or cause to be kept minutes of all meetings of the Trustees, and the Treasurer shall maintain or cause to be maintained complete and accurate records of all of the Trust's financial transactions. All such minutes, books and records shall be on file in a designated office of the Trust. All meetings of the Trustees shall be open to the public, and the books and records of the Trust shall be subject to the Open Records Act.

**5.6 Executive Director.** The Trustees may appoint an Executive Director, who may be an employee of the Beneficiary, and may employ such other clerical, professional, legal and technical assistance as may be deemed necessary or appropriate in the discretion of the Trustees to properly operate the business of the Trust, and may fix their duties, terms of employment and compensation. In the event an Executive Director or other employees or professionals are appointed or employed by the Trustees, they shall administer the business of the Trust as directed by the Trustees.

**5.7 Oath of Office.** Every person becoming a Trustee shall take the oath of office required of an elected public officer and, if required by the Trustees, every officer and employee who handles funds of the trust shall furnish a good and sufficient fidelity bond in an amount and with surety as specified and approved by Trustees, such bond to be with a surety company authorized to transact surety business in the State of Oklahoma. The cost of said bond shall be paid from funds of the Trust. The oaths of office shall be administered by any person authorized to administer oaths in the State of Oklahoma, and shall be filed in the office of the Trust.

**5.8 Temporary Trustee or Receiver.** The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust or in the payment of any indebtedness incurred on behalf of the Trust, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and the appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

**5.9 Trust Obligations Only.** Contracts, notes, bonds, or other evidences of indebtedness to be issued by the Trustees shall not constitute obligations of the State of Oklahoma or the Beneficiary, or personal obligations of the Trustees, officers, employees or agents of the Trust, but shall constitute obligations of the Trust payable solely from the Trust Estate or portions thereof.

**5.10 No Personal Liability.** The Trustees, the Beneficiary, and the State of Oklahoma or any officer, employee or agent of the Trust shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of the purposes of the Trustor in the operation of the Trust; but any act or liability for any omission or obligation of the Trustees, or any officer, employee or agent of the Trust in the operation or execution of such Trust, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

**5.11 No Authority to Bind.** Notwithstanding any other provision of this Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

**5.12 Audits.** The Trustees shall cause an audit of the funds, accounts and fiscal affairs of the Trust to be made and filed, pursuant to the provisions of Title 60, Oklahoma Statutes 1981, Sections 176-180.4, inclusive, as amended or supplemented from time to time. The Trustees shall engage the same auditor engaged by the Beneficiary, unless a majority of the Trustees vote to engage a different auditor.

**5.13 Document Execution.** Contracts, conveyances, leases, subleases, and all other instruments creating in writing legal rights and duties of the Trust shall be executed in its name by its Chairman or Vice-Chairman and attested by its Secretary or an Assistant Secretary duly appointed by majority vote of the Trustees, with the seal of the Trust affixed. It shall not be necessary for all Trustees to execute such instruments, even though their names, as Trustees, may have appeared in any conveyance, indenture or other instrument in favor of or to the Trust.

## ARTICLE VI POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, and specifically as limited by Article II hereof, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

**6.1 Sale of Trust Obligations.** To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust in furtherance of the purposes of the Trust, and for that purpose may:

(a) Employ a financial advisor, or committee of advisors, to advise and assist the Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project; and to recommend to, or consult with, the Trustees concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance thereof;

(b) Sell bonds, notes or other evidences of indebtedness of the Trust, at public or private sale, in whole, in installments or by series, in such form, at such price or prices, with such maturities and rates of interest (fixed, variable or flexible) and on such terms and conditions and in such manner as is permitted or prescribed by law and as the Trustees shall deem to be in the best interest of the Trust and the Beneficiary;

(c) Appoint and compensate fiscal agencies, servicing agencies, remarketing agents, indexing agents, program advisors, consultants, administrative agents, depositories, custodians, registrars, authenticating agents, paying agents, corporate trustees and other functionaries and fiduciaries in connection with the issuance of any such bonds, notes or other evidences of indebtedness of the Trust;

(d) Pay for insurance, guaranties, lines of credit, or other credit enhancement from any public or private payment of any such bonds, notes or other evidences of indebtedness of the Trust or as security for any underlying obligations acquired with the proceeds thereof or pledged as security therefor and enter into any reimbursement, security or pledge agreements or any other contracts or undertakings in connection with the obtaining thereof;

(e) Pay all expenses incident to the issuance of any such bonds, notes or evidences of indebtedness and establish and fund any funds and accounts, including reserves, as the Trust shall deem necessary or desirable in connection with the issuance thereof;

(f) Provide all terms for the deposit, securing, application, investment and disposition of all moneys at any time held in any funds and accounts established in connection with the issuance of any such bonds, notes or evidences of indebtedness; and

(g) Pledge and assign any or all of the Trust Estate to secure the payment of such bonds, notes or other evidences of indebtedness of the Trust.

**6.2 Legal Capacity.** To sue or be sued and to enter into all contracts, instruments and other evidences of obligations necessary or desirable to accomplish the purposes of this Trust.

**6.3 Real Property.** To enter into and execute, purchase, lease, sublease or otherwise acquire property, real, personal or mixed, contracts, leases, subleases, rights, privileges, benefits,

promissory notes, contracts, choses in action or other things of value and to pay for the same in cash, with bonds, notes or other evidences of indebtedness or otherwise.

**6.4 Investments.** Pursuant to the Investment Policy Statement, to make and change investments, to convert real into personal property, and vice versa, to lease, sublease, improve, exchange or sell, at any time and as often as they deem advisable, any or all the property in the Trust, real, personal or mixed; to borrow money, or renew loans to the Trust, to refund outstanding bonded indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease or sublease land and other property to and from the Beneficiary and others and construct, improve, repair, extend, remodel and equip facilities thereon and to operate or lease, sublease or rent the same individuals, partnerships, associations, corporations and others, including the United States of America, or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things provided for in Article II of this Trust Indenture, and procure funds necessary for such purposes by the sale of bonds, notes or other evidences of indebtedness secured by a mortgage, lien, pledge or other encumbrance or otherwise of such real and personal property and facilities owned or otherwise acquired, leased or controlled by the Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; and to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

**6.5 Provision of Services and Facilities.** To fix, demand and collect charges, rentals, and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

**6.6 General Transactions.** To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and without limit as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations, and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, money, rents or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

**6.7 Lessor.** To hold, maintain and administer any leasehold rights in and to physical properties of the Beneficiary and to comply with the terms and conditions of any such lease agreement with the Beneficiary or others.

**6.8 Lessee.** To acquire by lease, sublease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits, and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in, or operation and maintenance of, said properties, and revenues thereof, and to comply with the terms and conditions of any such contracts, leases, or other contracts made in connection with the acquisition, equipping, maintenance and disposal of any of said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust but no longer needed for trust purposes.

**6.9 Provision of Financing.** To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, subleasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities, and all properties (real, personal or mixed) needful of executing and fulfilling the Trust purposes as set forth in this instrument and all other charges, costs, and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

**6.10 Use of Funds.** To invest, reinvest or expend all funds coming into the hands of the Trustees as revenues or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate.

**6.11 Other Acts.** To do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom and make and alter bylaws or other rules or regulations for the organization and internal management of the Trust.

**6.12 Title to Trust Property.** Title to the properties of the Trust shall be vested in the Trustees. Said Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Trust and its Beneficiary.

**6.13 Professional Advisors.** The Trustees may contract for the furnishing of any services or the performance of any duties including, but not limited to the employment of attorneys, accountants, financial advisors, bond counsel and other professionals that they deem necessary or proper, and pay for the same as they see fit.

**6.14 Depository for Funds.** With the approval of the governing body of the Beneficiary, Trustees may select a depository(ies) for the funds and securities of this Trust. Temporary Trustee or Trustees or Receiver appointed pursuant to Article V hereof may employ special counsel to represent them, and such special counsel's compensation shall be paid from revenues of the Trust Estate.

**6.15 Settlement of Claims.** The Trustees may compromise any debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or officers, employees, agents or servants thereof. The Trustees may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorney's fees. All such expenditures shall be treated as expenses of executing this Trust.

**6.16 Specific Indebtedness and Security.** The Trustees are empowered to execute and deliver evidences of indebtedness with the provision that the security therefor shall be limited to only a certain portion or a specific asset of the Trust Estate, and shall not be a charge, claim, demand or lien against any other portion of the Trust Estate specifically excluded therefrom by such pledge or indenture so securing such evidence or evidences of indebtedness.

**6.17 Reliance on Trustee.** No purchaser at any sale or lessee under a lease or sublessee under a sublease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale, lease or sublease or to see to or be liable for the application of the purchase or rental monies arising therefrom.

**6.18 Non-Enumerated Actions.** The Trustees are hereby empowered and authorized to do all things provided for by Article II hereof whether specifically enumerated or not.

## ARTICLE VII BENEFICIARY OF TRUST

**7.1 Beneficiary.** The Beneficiary of this Trust shall be the City of Blackwell, Oklahoma. Trustor now declares that this Trust Indenture shall be irrevocable from the moment it is signed and delivered to the Trustees and accepted by the Beneficiary. The Trustor hereby declares its intent that this Trust Agreement may be amended in any lawful manner upon the consent of at least eighty percent (80%) of the Trustees of the Trust and the acceptance thereof by the approval of at least eighty percent (80%) of the governing body of the Beneficiary. Provided, however, that this Trust Indenture shall not be subject to alterations, amendment, revision, modification or termination from and after the date any indebtedness is incurred by the Trustees if such change or changes, would adversely affect the security of said outstanding indebtedness; provided any amendment necessary to constitute the Trust as an entity which is empowered to issue indebtedness, the interest on which is exempt from Federal income taxation, or maintain the tax-exempt status of outstanding indebtedness, may be entered into by a majority vote of the Trustees alone.

**7.2 Rights of Beneficiary.** The Beneficiary shall have no legal title, claim or rights to the Trust Estate, its income, or to any part hereof, or to demand or require any partition or distribution hereof except as provided in Section 2.4. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of, or

binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees, except as required by the laws of the State of Oklahoma. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder; and upon the termination of the Trust, as provided hereinafter, and only then, the Beneficiary shall receive the residue of the Trust Estate.

## ARTICLE VIII TERMINATION OF TRUST

**8.1 Termination.** This Trust shall terminate:

(a) When purposes set forth in Article II of this instrument shall have been fully executed and fulfilled; or

(b) In the event of the happening of any event or circumstance that would prevent said purposes from being executed and fulfilled and all of the Trustees shall agree that such event or circumstance has taken place; provided, however, that all indebtedness of the Trust shall have been paid; or

(c) If there be outstanding funded indebtedness or obligations of the Trust, this Trust may be terminated by voluntary action only if all owners of such indebtedness or obligations, or one authorized by them so to do, shall have consented in writing to such termination.

**8.2 Winding Up, Payment of Debts and Distribution.** Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of the Trust, and after payment of all debts and obligations out of Trust Estate, to the extent thereof, shall distribute the residue of the Trust Estate to the Beneficiary hereunder. Upon the final distribution as aforesaid, the powers, duties and authority of the Trustees hereunder shall cease.

*[Signature Page Follows]*

**ARTICLE IX  
ACCEPTANCE OF TRUST**

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

**IN WITNESS WHEREOF**, the Trustor and the Trustees have hereunto set their hands executing this instrument in multiple originals, each of which is one and the same instrument as the others, on the day and year indicated.

**TRUSTOR:**

**City of Blackwell, Oklahoma**

By: Joe Mark Cordell  
Name: JOHN MARK CORDELL  
Title: MAYOR

**Blackwell Municipal Authority**

By: Joe Mark Cordell  
Name: JOHN MARK CORDELL  
Title: CHAIRMAN

**TRUSTEES:**

Joe Mark Cordell  
J. Mark Cordell, Mayor

Brad Bechtel  
Brad Bechtel, Councilperson

Jim Rodgers  
Jim Rodgers, Trustee 3

Mark Savage  
Mark Savage, Trustee 4

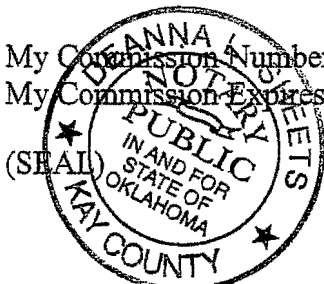
Mike Loftis  
Mike Loftis, Trustee 5

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF Kay )

This instrument was acknowledged before me this 6<sup>th</sup> day of July, 2010,  
by Cordell, Mayor of the City of Blackwell, Oklahoma.

Deanna L Sheets  
NOTARY PUBLIC

My Commission Number: 03006185  
My Commission Expires: May 5, 2011

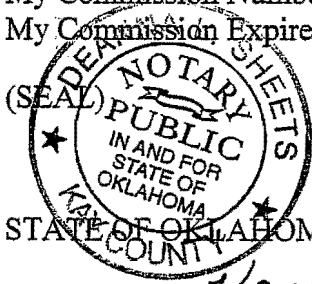


STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF Kay )

This instrument was acknowledged before me this 6<sup>th</sup> day of July, 2010,  
by Cordell Chairman of Blackwell Municipal Authority.

Deanna L Sheets  
NOTARY PUBLIC

My Commission Number: 03006185  
My Commission Expires: May 5, 2011

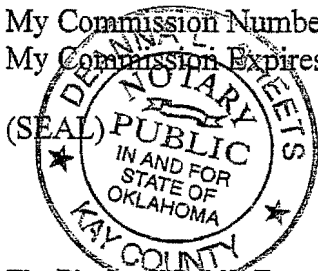


STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF Kay )

This instrument was acknowledged before me this 6<sup>th</sup> day of July, 2010,  
by J. Mark Cordell, Mayor.

Deanna L Sheets  
NOTARY PUBLIC

My Commission Number: 03006185  
My Commission Expires: May 5, 2011



The Blackwell Public Trust  
Trust Indenture

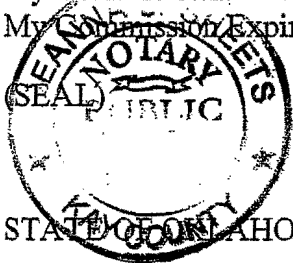
BOOK 1498 PAGE 251

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF )

This instrument was acknowledged before me this 7<sup>th</sup> day of July, 2010,  
by Brad Bechtel, Councilperson.

Wanna Sheets  
NOTARY PUBLIC

My Commission Number: 03006185  
My Commission Expires: May 5, 2011

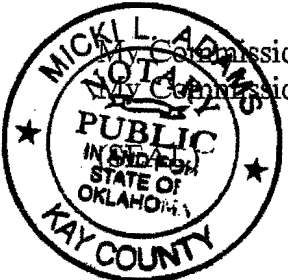


STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF Kay )

This instrument was acknowledged before me this 6 day of July, 2010,  
by Jim Rodgers, Trustee 3.

Mick H. Adam  
NOTARY PUBLIC

My Commission Number: 02014117  
My Commission Expires: 8-27-2010

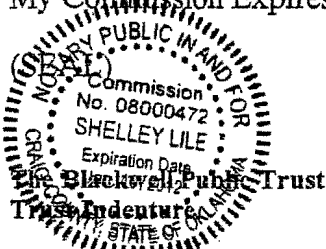


STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF Craig )

This instrument was acknowledged before me this 9 day of July, 2010,  
by Mark Savage, Trustee 4.

Shelley Lile  
NOTARY PUBLIC

My Commission Number: 08000472  
My Commission Expires: 1-10-12





ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the City Council of the City of Blackwell, Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said beneficiary in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of the City Council of the City of Blackwell, Oklahoma, attested by the City Clerk of said City, pursuant to direction of said Council, this 6<sup>th</sup> day of July, 2010.

James Earl Cordell  
Mayor

ATTEST:

Cynthia Neumayer  
City Clerk

