Bixby Industrial Authority Special Meeting Agenda

Mayor Brian Guthrie
Vice Mayor Robert Founds
Council Member Andrew Revelis
Council Member Brad Girard
Council Member Ken Hirshey

Monday, June 12, 2023	**6:00 PM**	**City Hall Municipal Building 116 W. Needles Ave., Bixby, OK 74008**

Public comments are limited to items on the agenda. Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Call to Order

Mayor Guthrie

Roll Call

Shannon Duran, City Clerk

Agenda

1) The subscribing of oaths, creation of offices and duties, the election of officers, creation of employee positions and duties, and quorum at meetings. Resolution 2023-11

John Weidman, Attorney

2) The adoption of a fiscal year, official seal, principal office, regular meeting times, and manner of calling special meetings. Resolution 2023-12

John Weidman, Attorney

3) The designating of legal counsel for the Authority. Resolution 2023-13

John Weidman, Attorney

4) Consider and take action on a Resolution authorizing the Bixby Industrial Authority (the “Authority”) to issue its Lease Revenue Note, Series 2023 (Bixby Public Schools Project) (the “Note”) in the aggregate principal amount of not to exceed $6,400,000; waiving competitive bidding and authorizing the Note to be sold on a negotiated

basis; approving and authorizing execution of a Lease Purchase Agreement by and between the Authority and Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools) (the "School District"); approving and authorizing execution of a Note Indenture authorizing the issuance and securing the payment of the Note; approving and authorizing execution of a Ground Lease Agreement by and between the Authority and the School District; authorizing and directing the execution of the Note and other documents relating to the transaction; and containing other provisions relating thereto. Resolution 2023-14

John Weidman, Attorney

5) Approve Professional Services Agreement between Municipal Finance Services, Inc. and Bixby Industrial Authority.

Charles Barnes, Finance Director

6) Approve Professional Services Agreement between Hilborne and Weidman, a professional corporation and Bixby Industrial Authority.

Charles Barnes, Finance Director

7) Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of June 8, 2023, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Shannon Duran
City Clerk

Note: All cell phones and pagers must be turned off or operated silently during all meetings.

21 O.S. Section 280 provides the following: A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business, agency operations or any employee, agent, official or representative of the state. B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials, employees,

agents or representatives or used in any manner to conduct state business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel. C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term Oklahoma Statutes - Title 21. Crimes and Punishments Page 94 of not more than one (1) year, by a fine not exceeding One Thousand Dollars ($1,000.00), or by both such fine and imprisonment. D. For purposes of this section, “disturb, interfere or disrupt” means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

For Special Accommodations

Persons who require special accommodation to participate in this meeting should contact City Clerk, Shannon Duran: 116 West Needles Avenue, Bixby, Oklahoma, 918366-4430 or email City Clerk, Shannon Duran (sduran@bixbyok.gov), as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf may contact Oklahoma Relay at 1-800-7220353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

MINUTES OF MEETING OF THE TRUSTEES
OF
BIXBY INDUSTRIAL AUTHORITY

The Trustees of Bixby Industrial Authority held their first meeting at the City Hall, 116 W. Needles, Bixby, Oklahoma, on the 12th day of June, 2023, at 6:00 o'clock P.M.

Public Notice of this special meeting having been given in writing to the Bixby City Clerk forty-eight (48) hours prior to this meeting and such Public Notice having been posted in prominent public view at the City Hall, 116 W. Needles, Bixby, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays.

The following named Trustees were present:

Each of said Trustees subscribed the oath of office prescribed by law for public officers of the State of Oklahoma.

Thereupon, Brian Guthrie, as Mayor of the City of Bixby, Oklahoma assumed the duties of Chairman of Trustees of the Authority and accepted that office as provided in the Declaration of Trust creating the Authority.

Thereupon, Resolution No. 2023-11, the original of which is attached to and follows these Minutes, was presented and considered, and upon motion of Trustee , seconded by Trustee ____________________________, was adopted with the following vote:

AYE:

NAY:

Thereupon, Resolution No. 2023-12, the original of which is attached to and follows these Minutes, was presented and considered, and upon motion of Trustee , seconded by Trustee __________________________, was adopted with the following vote:

AYE:

NAY:

199002.4

Thereupon, Resolution No. 2023-13, the original of which is attached to and follows these Minutes, was presented and considered, and upon motion of Trustee , seconded by Trustee ____________________________, was adopted with the following vote:

AYE:

NAY:

Thereupon, there was presented to the meeting a proposed form of seal to serve as the seal of the Authority. After discussion, upon motion of Trustee , seconded by Trustee ___________________________________, the following resolution was adopted with the following vote:

RESOLVED, that the seal presented to this meeting, an impression of which is herewith affixed, be, and the same is, adopted as the official seal of the Authority.

AYE:

NAY:

The Chairman next stated that the Trustees should fix a fiscal year for the Authority. After discussion, upon motion of Trustee ___________________________, seconded by Trustee , the following resolution was adopted with the following vote:

RESOLVED, that the Authority adopt as its fiscal year the twelve (12) month period ending annually on June 30 and that the same constitute the fiscal year for succeeding years of the Authority until changed by the Trustees.

AYE:

NAY:

Thereupon, Resolution No. 2023-14 authorizing the incurring of indebtedness in the aggregate principal amount of not to exceed $6,400,000; waiving competitive bidding and authorizing the Note to be sold on a negotiated basis; approving and authorizing execution of a Lease Purchase Agreement by and between the Authority and Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools); approving and authorizing execution of a Note Indenture authorizing the issuance and securing the payment of the Note; approving and authorizing execution of a Ground Lease Agreement by and between the Authority and the School District; authorizing and directing the execution of the Note and other documents relating to the transaction; and containing other provisions relating thereto was presented and considered, and upon motion of Trustee ____________, seconded by Trustee _____________, was adopted with the following vote:

AYE:

NAY:

There being no further business to come before the Trustees, the meeting was adjourned.

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Secretary of Trustees

(SEAL)

RESOLUTION NO. 2023 -11

BE IT RESOLVED BY THE TRUSTEES OF BIXBY INDUSTRIAL AUTHORITY:

SECTION 1. Officers. The officers of the Authority shall be a Chairman of Trustees, a Vice Chairman of Trustees, a Treasurer (each of whom shall be a qualified Trustee of the Authority) and a Secretary of Trustees.

SECTION 2. Terms of Office. The terms of office of the officers of the Authority shall be coterminous with their terms as Mayor, Vice Mayor, City Clerk and City Treasurer of the City of Bixby, Oklahoma.

SECTION 3. Chairman of Trustees. The Chairman of Trustees shall preside at all meetings of the Trustees, shall subscribe the name of the Authority or the Trustees thereof to all writings evidencing the official action of the Trustees, and shall perform such other duties as the Trustees from time to time direct.

SECTION 4. Vice Chairman of Trustees. The Vice Chairman of Trustees shall perform the duties of the Chairman of Trustees in the event of the absence or temporary inability of the Chairman to do so.

SECTION 5. Secretary of Trustees. The Secretary of Trustees shall make minutes of all meetings of the Trustees, shall be the custodian of all records of the Authority and of the official seal of the Authority, and shall authenticate with the official seal of the Authority all writings when such authentication shall be required or proper.

SECTION 6. Treasurer. The Treasurer of the Authority shall be the custodian of the funds of the Authority, under the direction of the Trustees, and shall give bond if and when required by the Trustees so to do.

SECTION 7. Executive Employees. The executive employees of the Authority shall be as follows:

(a) Legal Counsel. The Trustees may employ an attorney or attorneys as the Legal Counsel of the Authority.

SECTION 8. Compensation of Executive Employees. The compensation of the executive employees of the Authority shall be fixed from time to time by the Trustees, taking into consideration any compensation paid any of them by the Beneficiary and any reduction of duties performed for the latter by reason of services performed for the Authority.

SECTION 9. Quorum at Trustees' Meetings. A majority of all qualified Trustees shall constitute a quorum at all meetings of the Trustees. All actions by the Trustees shall be approved by the affirmative vote of at least a majority of a quorum of the Trustees; **PROVIDED**, that the foregoing shall not be deemed a limitation or restriction of the acts of any Trustee or Trustees pursuant to express delegation of authority or duties by a majority of a quorum of the Trustees who currently shall be qualified as such.

ADOPTED 12th day of June, 2023.

____
Chairman of Trustees

ATTEST:

____
Secretary of Trustees

(SEAL)

RESOLUTION NO. 2023-12

BE IT RESOLVED BY THE TRUSTEES OF BIXBY INDUSTRIAL AUTHORITY:

SECTION 1. Principal Office. The principal office of the Authority shall be at 116 W. Needles, Bixby, Oklahoma.

SECTION 2. Place of Meetings. All meetings of the Trustees of the Authority shall be held in the principal office of the Authority or at such other location as determined by the Trustees.

SECTION 3. Regular Meetings. There shall be no regular meetings of the Trustees of the Authority.

SECTION 4. Special Meetings. Special meetings of the Trustees of the Authority shall be held upon the call of any Trustee, but notice of such call shall be given to every qualified Trustee who shall be present in the Town in which the Beneficiary is located no later than the day preceding the day on which such special meeting is to be held, unless all qualified Trustees so present in such Town shall, in writing, waive such call notice or shall attend and participate in such special meeting.

SECTION 5. Amendments of this Resolution. None of the provisions of this Resolution shall be subject to change except by a Resolution adopted by a majority of a quorum of the then-qualified Trustees of the Authority. A copy of each such Resolution, duly authenticated and acknowledged by the Secretary of Trustees of the Authority, shall be filed for record in all places where such a copy of this Resolution shall have been filed for record under the provisions of Section 6 of this Resolution.

SECTION 6. Filing this Resolution. A copy of this Resolution, duly authenticated and acknowledged by the Secretary of Trustees of the Authority, shall be filed for record with the Bixby City Clerk.

ADOPTED 12th day of June, 2023.

____
Chairman of Trustees

ATTEST:

____
Secretary of Trustees

(SEAL)

RESOLUTION NO. 2023-13

BE IT RESOLVED BY THE TRUSTEES OF BIXBY INDUSTRIAL AUTHORITY:

The Trustees hereby designate Phil Frazier, Esq., Tulsa, Oklahoma, as Legal Counsel to the Authority to prepare all legal documents, instruments and contracts as may be necessary or required from time to time and to provide legal counsel to the Trustees of the Authority in all matters.

ADOPTED 12th day of June, 2023.

____
Chairman of Trustees

ATTEST:

____
Secretary of Trustees

(SEAL)

RESOLUTION NO. 2023-14

A RESOLUTION AUTHORIZING THE BIXBY INDUSTRIAL AUTHORITY (THE "AUTHORITY") TO ISSUE ITS LEASE REVENUE NOTE, SERIES 2023 (BIXBY PUBLIC SCHOOLS PROJECT) (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $6,400,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF A LEASE PURCHASE AGREEMENT BY AND BETWEEN THE AUTHORITY AND INDEPENDENT SCHOOL DISTRICT NO. 4, TULSA COUNTY, OKLAHOMA (BIXBY PUBLIC SCHOOLS) (THE "SCHOOL DISTRICT"); APPROVING AND AUTHORIZING EXECUTION OF A NOTE INDENTURE AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE NOTE; APPROVING AND AUTHORIZING EXECUTION OF A GROUND LEASE AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE SCHOOL DISTRICT; AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE BIXBY INDUSTRIAL AUTHORITY:

SECTION 1. The Bixby Industrial Authority (the "Authority") is authorized to incur an indebtedness by the issuance of its Lease Revenue Note, Series 2023 (Bixby Public Schools Project) in the aggregate principal amount of not to exceed $6,400,000 (the "Note"), for the purpose of providing funds to acquire the Lease Purchase Agreement referenced in Section 3 herein, in order to (i) finance the costs of constructing and equipping a new administration building (collectively, the "Project"), and (ii) pay certain costs associated with the issuance of the Note.

SECTION 2. It is hereby determined to be necessary and in the best interest of the Trust Estate that the Note be sold, issued and delivered in the principal amount of not to exceed $6,400,000, the specific principal amount and purchaser(s) of such Note to be determined by the Chairman of Trustees or Vice Chairman of Trustees of the Authority and set forth in a written Certificate of Determination prior to the issuance of the Note and the issuance thereof is hereby authorized and approved. It is further hereby determined to be necessary and in the best interest of the trust estate that the Note be issued and sold at a price equal to not less than one hundred percent (100.0%) of the principal amount thereof, plus accrued interest to the date of issuance of the Note, if any, the specific purchase price of the Note to be determined by the Chairman of Trustees or Vice Chairman of Trustees of the Authority and set forth in a written Certificate of Determination before the issuance of the Note and that competitive bidding is hereby specifically waived with respect to the sale and delivery of the Note for a purchase price determined as aforesaid is hereby specifically approved. The Chairman of Trustees or Vice Chairman of Trustees of the Authority is hereby authorized, empowered and directed to determine and establish the interest rate or rates on the Note, which shall not exceed an average interest rate of five and one half percent (5.50%) per annum, and to establish the term of the Note, which term of the Note shall not exceed eleven (11) years, and to set forth such interest rate or rates and term or terms in a Certificate of Determination prior to the issuance of the Note.

SECTION 3. The Authority hereby approves and authorizes the execution of a Lease Purchase Agreement (the “Lease Purchase Agreement”) by and between the Authority, as lessor, and Independent School District No. 4, Tulsa County, Oklahoma (Bixby Public Schools) (the “School District”), whereby the Authority will cause to be constructed the Project, and will lease said Project to the School District for its use and benefit, with the Payments derived therefrom to be utilized to pay the debt service on the Note. Supplemental schedule(s) shall be attached from time to time as Exhibit A to the Lease Purchase Agreement for the purpose of detailing the items purchased with proceeds of the Lease Purchase Agreement, and said supplemental schedule(s) shall be executed by the Chairman of Trustees or Vice Chairman of Trustees and shall not require further approval by the Authority.

SECTION 4. The Note Indenture by and between the Authority and BOKF, National Association, Tulsa, Oklahoma, as Trustee, authorizing the issuance of and securing the payment of the Note approved in Section 1 hereof, is hereby approved and the Chairman of Trustees or Vice Chairman of Trustees and Secretary of Trustees or Assistant Secretary of Trustees of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 5. The Authority hereby approves and authorizes the execution of a Ground Lease Agreement by and between the School District, as lessor, and the Authority, as lessee (the “Ground Lease Agreement”), whereby the School District will convey a leasehold interest in certain real property to the Authority upon which components of the Project may be constructed.

SECTION 6. With respect to the transaction contemplated by this Resolution, Hilborne & Weidman, a professional corporation, is hereby designated as Bond Counsel and Municipal Finance Services, Inc. is hereby designated as Financial Advisor.

SECTION 7. The Chairman of Trustees or Vice-Chairman of Trustees and Secretary of Trustees or Secretary of Trustees of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver the Note upon receipt of the purchase price and are further authorized and directed to execute all necessary documentation and closing and delivery papers required by Bond Counsel; approve the disbursement of the proceeds of the Note, including any costs of issuance; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; and to execute, record and file any and all the necessary financing statements and security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

SECTION 8. The Authority reasonably anticipates that the aggregate amount of "qualified tax-exempt obligations" [as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 (the "Code")], which will be issued by the Authority and all subordinate entities thereof during calendar year 2023 does not exceed $10,000,000.00, and hereby covenants and agrees, as a material inducement and consideration to the purchase of its Note by the Purchaser, that neither it nor any subordinate entity thereof will, during calendar year 2023, issue "qualified tax-exempt obligations" [as defined in Section 265(b)(3)(B) of the Code], in an aggregate amount exceeding $10,000,000.00.

SECTION 9. It is the purpose and intent of this Ordinance that the Note shall constitute and is hereby designated as "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Code, in order that the purchasers of the Note may avail themselves of the exception contained in said Section 265(b)(3)(B) of the Code with respect to interest incurred to carry tax-exempt bonds.

SECTION 10. The Authority hereby covenants and agrees that it will not designate as "qualified tax-exempt obligations" more than $10,000,000.00 in aggregate amount of obligations issued by the Authority or any subordinate entity thereof during calendar year 2023.

ADOPTED 12th day of June, 2023.

____
Chairman of Trustees

ATTEST:

____
Secretary of Trustees

(SEAL)

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Professional Services Agreement between Municipal Finance Services, Inc. and Bixby Industrial Authority.

INITIATOR: Charles Barnes

STAFF SOURCE: Charles Barnes

BACKGROUND: Municipal Finance Services, Inc. has been The City of Bixby financial advisor on many recent bond issues, OWRB loans, utility rate analysis, MSRB disclosure filing data, etc. The Securities Exchange Commission (SEC) has recently changed its rules regarding financial advice from consulting firms. In the past several years, when we had a question about utility rates or OWRB loans, bonding capacity, assistance with bond sales, etc., we would call Municipal Finance and get trusted advice. Now, the SEC requires we have a Professional Services Agreement in place that covers all services desired from Municipal Finance Services. They have provided a multi-year agreement (that will require ratification each year) to provide these services at a rate that is fixed for the duration of the agreement. Therefore, I am recommending approval of the FY24 Bixby Industrial Authority Agreement.

EXHIBITS: See attached Agreement.

KEY ISSUE: Approval

COUNCIL ACTION: Approval

RECOMMENDATION: Approval

B I A AGENDA
MEETING DATE: 6/12/2023
MEETING: SPECIAL

mfsok.com

P: 405.340.1727

1017 N. Bryant Ave., Ste 100
Edmond, OK 73034

P.O. Box 747
Edmond, OK 73083-0747

June 5, 2023

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and the BIXBY INDUSTRIAL AUTHORITY, an Oklahoma Public Trust (the "Client").

The Client desires to engage MFSOK as Municipal Advisor and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's new and outstanding debt obligations, including revenue bonds, bank loans, and lease financings during the term of the Agreement (the "Issues"). Some of these services may be non-municipal advisor services. The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

New Issue and Refunding of Existing Client Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparation of their loan applications, loan proposals, offering documents, notices of sale, instructions to bidders, or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If new Issue is a loan, assist Client in collecting and analyzing proposals submitted by banks.
12. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
13. Coordinate closing of the new Issue with Client and other parties.
14. Evaluate potential refunding opportunities on outstanding Issues.
15. Sinking Fund Estimate of Needs review or preparation.

B. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:

1. Debt capacity analysis.
2. Cash defeasance or redemption services.

C. <u>Continuing Disclosure Assistance</u>

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. ***<u>Compensation and Reimbursements</u>***

A. New Issues and Refunding Issues. MFSOK shall be paid at the time of closing a fee calculated as follows on each transaction:

1. For a bank loan or lease financing, 1.5% of par amount for each series of loans issued, with a minimum fee of $17,500.00

2. For revenue bonds, 1% of par amount for each series of bonds issued, with a minimum fee of $30,000.00.

B. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of $3,500.00 for the services performed.

C. Expenses for New Issues and Refunding Issues. MSFOK shall also be paid a fixed amount of $2,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

D. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

E. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:

1. Debt capacity analysis.
2. Cash defeasance or redemption services.

III. Term and Termination

A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until the June 30, 2024.

B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

A. exercise due care in performing its municipal advisory activities;

B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;

C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and

D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:

   a. any advice provided to or on behalf of the Client;

   b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and

c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and

C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC, MSRB and the Oklahoma Department of Securities record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, President
P.O. Box 747
Edmond, OK 73083-0747

CLIENT:

Bixby Industrial Authority
Attn: Jared Cottle, City Manager
PO Box 70
Bixby, OK 74008-0070

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on June 12, 2023, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: ____
Jon Wolff, President

BIXBY INDUSTRIAL AUTHORITY

By: ____
Chairman of Trustees