



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

**NOTICE OF SPECIAL MEETING
OF THE
BARTLESVILLE MUNICIPAL AUTHORITY**

**Monday, March 4, 2024
Immediately following the Bartlesville
Education Authority Special Meeting
beginning at 5:30 p.m.**

**Chairman Dale Copeland
918-338-4282**

AGENDA

1. **Call to order the business meeting of the Bartlesville Municipal Authority by Chairman Copeland.**
2. **Roll Call and Establishment of a Quorum.**
3. **Citizens to be heard.**
4. **Consent Docket**
 - a. **Approval of Minutes**
 - i. Discuss and take possible action to approve the Special Meeting Minutes of June 5, 2023.
 - b. **Approval of Agreement**
 - i. Agreement with the Oklahoma Water Resources Board to accept the American Rescue Plan Act (ARPA) grant for the engineering/pre-construction portion of the Chickasaw Wastewater Treatment Plant Expansion project
5. **Consider and take possible action with respect to a Resolution of the Bartlesville Municipal Authority (The "Borrower") authorizing a loan application to the Oklahoma Water Resources Board; approving and authorizing a Clean Water SRF Loan from the Oklahoma Water Resources Board in the total aggregate principal amount of \$83,235,500.00; approving the issuance of a promissory note in the total aggregate principal amount of \$83,235,500.00, 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; approving various covenants; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto.**
6. **BMA Trustee Comments and Inquiries.**
7. **Adjournment.**

The Notice of Meeting and Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Thursday, February 29, 2024.

Jason Muninger

Jason Muninger, CFO/City Clerk

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

Open Meetings Act Compliance (25 O.S. Sec. 301 et seq.): all discussion items are subject to possible action by the Bartlesville Municipal Authority (BMA). Official action can only be taken on items which appear on the agenda. The BMA may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the BMA may refer the matter to the City Manager, Staff or City Attorney, or back to a committee or other recommending body. Under certain circumstance, items are deferred to a specific later date or stricken from the agenda entirely. Agenda items requiring a public hearing as required by law will be so noted. The BMA may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

**MINUTES OF THE
SPECIAL MEETING OF THE
BARTLESVILLE MUNICIPAL
AUTHORITY**

**Monday, June 5, 2023
5:30 p.m.**

**Chairman Dale Copeland
918-338-4282**

MINUTES

(The Notice of Meeting and the Agenda was posted June 1, 2023 at 5:00 p.m.)

Trustees present were Chairman Dale Copeland, Vice Chairman Jim Curd, Jr., Trustees Trevor Dorsey, Billie Roane and Loren Roszel.

City staff present were Mike Bailey, City Manager; Tracy Roles, Assistant City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Laura Sanders, Director of Human Resources, Kelli Williams, Chief Communications Officer; Matt McCollough, IT Director; Interim Police Chief Jay Hastings; Fire Chief David Topping; Alicia Shelton, Accounting; Deputy Police Chief Kevin Ickleberry; Police Captain Andrew Ward, Security; and Elaine Banes, Executive Assistant.

- 1. The Bartlesville Municipal Authority business meeting was called to order by Chairman Copeland at 5:30 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. The Invocation was provided by Pastor Steven Griffith – New Beginnings Family Church.**
- 4. Discuss and take possible action to approve the Special Meeting Minutes of June 6, 2022.**

Vice Chairman Curd moved to approve the minutes as presented, seconded by Ms. Roane..

Ayes: Mr. Roszel, Ms. Roane, Mr. Dorsey, Vice Chairman Curd, Chairman Copeland

Nays: None

Motion: Passed

- 5. Discuss and take action to adopt the Bartlesville Municipal Authority FY 2023-2024 Budget. Presented by Alicia Shelton, Accountant.**

Ms. Shelton reported that the Authority maintains three funds, but there are no appropriations for the BMA-General Fund in this year's budget. The total appropriations for the Authority as a whole are \$17,969,678. These budgeted amounts are for construction, debt service, and to reimburse the Water and Wastewater Operating funds for operating costs. The main sources of revenue are water and sewer service fees.

Vice Chairman Curd moved to adopt the BMA FY 2023-2024 Budget as presented, seconded by Ms. Roane..

Ayes: Ms. Roane, Mr. Dorsey, Vice Chairman Curd, Mr. Roszel, Chairman Copeland

Nays: None

Motion: Passed

6. BMA Trustee Comments and Inquiries.

There were no comments or inquiries.

7. There being no further business to address, Chairman Copeland adjourned the meeting at 5:34 p.m.

Dale W. Copeland, Chairman

Jason Muninger, CFO/City Clerk
and Secretary to the BMA

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of an agreement with the Oklahoma Water Resources Board to accept the American Rescue Plan Act (ARPA) grant for the engineering/pre-construction portion of the Chickasaw Wastewater Treatment Plant Expansion project.

Attachments:

Oklahoma Water Resources Board American Rescue Plan Act Grant Agreement
Notification of Award Letter from the Oklahoma Water Resources Board

II. STAFF COMMENTS AND ANALYSIS

In January 2023, the City of Bartlesville was awarded a \$2MM grant through the American Rescue Plan Act (ARPA), administered by the Oklahoma Water Resources Board, for the Chickasaw Wastewater Treatment Plant Expansion project. The grant is conditioned that all funds must be spent by December 2026 and requires the City to match the grant dollar for dollar. The application designated this grant towards the construction portion of the project. Unfortunately, the engineering/pre-construction phase of the project has lasted longer than anticipated and construction will not begin until 2026 with completion anticipated in 2028. In light of the ARPA deadline, the BMA approved a request to the Oklahoma Water Resources Board (OWRB) to reallocate the \$2MM grant to the engineering/pre-construction portion of the project. The engineering/pre-construction portion of the project is anticipated to cost around \$4.3MM, which will utilize all of the grant. The OWRB approved the requested reallocation on February 20, 2024. To accept this grant, the BMA needs to execute the attached agreement with the OWRB.

III. RECOMMENDED ACTION

Staff recommends approval of the OWRB agreement to use the \$2MM ARPA grant on the engineering/pre-construction portion of the Chickasaw Wastewater Plant Expansion project.

**OKLAHOMA WATER RESOURCES BOARD
AMERICAN RESCUE PLAN ACT GRANT AGREEMENT
between Bartlesville Municipal Authority, Washington County
and Oklahoma Water Resources Board**

I, Mr. Dale Copeland, duly authorized Chairman of the Bartlesville Municipal Authority, Washington County (hereinafter "Recipient"), do hereby accept and acknowledge said grant according to the terms of this American Rescue Plan Act ("ARPA" or the "Act") Grant Agreement.

In accepting said grant, Recipient duly acknowledges and agrees in all regards and respects that the Oklahoma Water Resources Board (the "Board") is a Subrecipient of a grant made available under the Act from the United States Treasury and the Recipient is a secondary subrecipient of such grant and, as such, Recipient must and shall comply with the requirements of all applicable federal and state statutory provisions and all Board rules, regulations and ARPA applicable grant policies including but not limited to: American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021), 2 CFR 200 et seq, local, state and federal labor laws, and other relevant provisions in the list attached hereto as "**Attachment 2**". Without limiting the generality of the foregoing, the applicant agrees as follows:

1. **Description of approved project.** This grant has been approved by the Board for Recipient's project which is to complete the engineering report to increase and improve the WWTP capacity as well as other related expenses (the "Project"), as provided in the Board's Order Approving ARPA Award attached hereto as "**Attachment 1**" and incorporated by reference herein.
2. **Determination of amount of grant and assurance of adequate funding.** The amount of this grant shall not exceed the amount of two million dollars only (\$2,000,000.00). The Recipient shall ensure that adequate funding is in place to complete the Project. In the event that this grant alone, is for any reason insufficient to complete the Project, the Recipient shall obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of the Project.
3. **Creation and maintenance of separate accounting.** As a prerequisite to receiving grant money from the Board, Recipient shall establish and maintain separate accounting for said ARPA funds in a federally insured account.
4. **Expenditure of money in grant account only for authorized Project purposes.** The Board shall disburse proceeds of the grant to the Recipient only for incurred eligible project costs dated from March 3, 2021 and after in accordance with ARPA procedures. The Recipient shall submit certified requests for disbursement of funds proceeds to the Board on ARP-271 forms. The requests shall be accompanied by such invoices or other documentation as may be required by the Board to demonstrate that such amounts have

OWRB ARPA Grant Agreement

Grant No. ARP-23-0098-G

been incurred by or on behalf of the Recipient for the payment of project costs. Upon approval by the Board Staff, the Board shall provide for disbursement of that portion of the funds to the Recipient in an expeditious and timely manner. The Recipient covenants and agrees that all disbursements of funds received shall be immediately and expeditiously transferred or paid out, as appropriate, for payment of Project costs as specified by the Recipient on the corresponding ARP-271 form. ARPA Grant funds cannot be expended for reimbursement of products or services originally procured with other federal or state grant funds.

5. **Expiration of Approval.** All reimbursement invoices for eligible project activities must be received by the Board by August 31, 2026 unless extended in writing by the Board. If an acceptable reimbursement request is not received on or before August 31, 2026, and there is no notice of extension by the Board then the approval of this grant shall expire, and no further grant funds will be released to Recipient.
6. **De-obligation of unexpended grant money.** Upon completion of the project, the Recipient agrees to provide to the Board with a copy of a certification in such form as is acceptable to the Board regarding completion of the project and quantification of any unexpended funds. Thereafter, the Board will de-obligate any such unexpended funds.
7. **Single Audit.** If a Single Audit is required, Subrecipient will submit a copy of the audit report to the State of Oklahoma within 9 months from the end of Subrecipient's fiscal year. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F.
8. **Record Retention.** The Recipient agrees to maintain and make available to the State of Oklahoma and/or US Department of Treasury, upon request, all documents, and financial records sufficient to establish compliance with ARPA, including but not limited to those examples of records described in Attachment 2. Recipient shall maintain and retain its financial records, supporting documents, statistical records, and all other records pertinent to this Grant for seven (7) years after all funds have been expended, and longer if any litigation, claims, or audit is started before the end of that seven (7) year period; in which case, records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action has been taken. If the U.S. Department of Treasury requests transfer of any of Recipient's records to it, Recipient must collect and transmit all required records to Treasury within the time allowed by Treasury in the request and in the format required in section 2 CFR § 200.336 of the Uniform Guidance (as defined in Attachment 2).
9. **Remedies.** In the event of non-compliance, the OWRB has the authority to withhold disbursements of grant funds pending correction of the non-compliance, terminate the grant, recover from the Recipient grant funds expended by the Recipient for anything other than approved Project costs, or other remedies available by law.

OWRB ARPA Grant Agreement
Grant No. ARP-23-0098-G

10. **SAM.Gov Registration.** Recipient is registered with the U.S System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number or Unique Entity Identifier (UEI) listed is the correct such number for the Recipient as of the date hereof.

11. **Federal Requirements.** The Recipient may be subject to additional requirements as may be directed by OWRB in accordance with ARPA and associated procedures for implementing provisions of the Act.

In consideration of the Recipient's agreement to these terms and conditions, Recipient has entered and signed this American Rescue Plan Act Grant Agreement this _____ day of _____, 20____.

**Bartlesville Municipal Authority,
Washington County, Oklahoma**

By: _____
Mr. Dale Copeland, Chairman

ATTEST:

By: _____

Title: _____

(BOARD SEAL)

ATTACHMENT 1

OWRB BOARD ORDER APPROVING AWARD
OF AMERICAN RESCUE PLAN ACT GRANT
[Following pages]

**PLEASE RETAIN THE FOLLOWING
BOARD ORDER FOR YOUR RECORDS**

ATTACHMENT 2

Recipient confirms understanding it is a Recipient of State Fiscal Recovery Funds, and agrees to comply with applicable federal compliance, reporting, and contract requirements, including but not limited to:

FEDERAL LAWS

American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021), as amended.

2 CFR 200 *et seq.* Specific sections include but are not limited to:

- the property standards found in 2 CFR § 200.310 through 2 CFR § 200.316 if applicable,
- the procurement standards found in 2 CFR §200.317 through 2 CFR §200.327
- financial monitoring and reporting requirements found in 2 CFR§ 200.328 to 2 CFR§ 200.330 regarding oversight of information and information collection
- record retention found in Section 2 CFR §200.334 through 2 CFR §200.338
- audit requirements found in Sections 2 CFR §200.500 through 2 CFR §200.520

US Department of Treasury Final Rule, Coronavirus State and Local Fiscal Recovery Funds, 87 Fed. Reg. 4338, January 27, 2022 and all other applicable federal rules, policies, guidance, procedures, and directives including Reporting and Compliance Guidance, as may be amended.

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total federal funds in their fiscal year.

Uniform Guidance (2 CFR Part 200), including Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

Davis Bacon Act, 40 U.S.C. §3141 and related Regulations for projects \$10 million or over
For projects over \$10 million (based on expected total cost):

a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project.
- The number of employees on the project hired directly and hired through a third party.

- The wages and benefits of workers on the project by classification; and whether those wages are at rates less than those prevailing.
- Recipients must maintain sufficient records to substantiate this information upon request.

Applicable US Department of Treasury guidance (as may be amended from time to time).

STATE LAWS

The Oklahoma Competitive Bidding Act of 1974, 61 Okla. Stat. §101 *et seq.*

The Oklahoma Consultant Act 61 Okla. Stat. §60 *et seq.* regarding procurement of engineering and architectural services for the Project.

EXAMPLES OF RECORDS TO BE RETAINED

- a. General ledger and subsidiary ledgers used to account for (a) the receipt of grant payments and (b) the disbursements from such payments to meet eligible expenses
- b. Budget records;
- c. Payroll, time records, human resource records to support costs incurred for payroll expenses related to the Grant.
- d. Receipts of purchases made related to the Grant;
- e. Contracts and subcontracts entered into using grant payments and all documents related to such contracts;
- f. Grant agreements and grant subaward agreements entered into using grant payments and all documents related to such awards;
- g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- i. All internal and external email/electronic communications related to use of grant payments; and
- j. All investigative files and inquiry reports involving grant payments.



OKLAHOMA

Water Resources Board

February 22, 2024

Mr. Dale Copeland, Chairman
Bartlesville Municipal Authority
401 S Johnstone Avenue
Bartlesville, OK 74003

Re: Notice of American Rescue Plan Act (ARPA) Grant Approval and Commitment of Funds -- OWRB
ARPA Grant No. ARP-23-0098-G; Bartlesville Municipal Authority, Washington County

Dear Mr. Copeland:

We are pleased to formally notify you that on February 20, 2024 the Oklahoma Water Resources Board (OWRB) approved your request for an American Rescue Plan Act ("ARPA") grant. With this approval, and subject to limitations, requirements and points of understanding set out below, the Board has committed funds to be made available to you for purposes of the project subject of this ARPA grant.

Approval of the Bartlesville Municipal Authority grant request is based on the proposed project which shall be to complete the engineering report to increase and improve the WWTP capacity as more fully described in the grant application submitted to OWRB. The approval was made subject to the terms of the enclosed ARPA Grant Agreement which is to be signed, attested and returned prior to disbursement of ARPA grant funds. It is our understanding that funding of this project, estimated at \$4,000,000.00, is being secured as follows:

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
OWRB ARPA Grant:	\$2,000,000.00	Project:	\$4,000,000.00
Local Matching Funds:	2,000,000.00		
Total	<u>\$4,000,000.00</u>	Total	<u>\$4,000,000.00</u>

As you know, any grant funds made available may be utilized and expended solely and exclusively for purposes of paying costs directly related to the project for which grant approval has been given and for no other purpose. Such funds may not be used, for example, to retire any existing and unrelated indebtedness or to operate and maintain any utility system. ***The applicable OWRB Grant Rules, applicable Federal laws, and applicable State laws must be complied with at all times during the course of the project.***

Please take the following steps immediately in order to enable us to encumber funds for your project. Without this documentation your funds are not encumbered:

1. Sign, attest and return to our office immediately the enclosed ARPA Grant Agreement. Return only the original Grant Agreement. The OWRB Board Order attached to the Grant Agreement is for your records.
2. Complete the enclosed EFT Form with voided check and return to our office immediately. The FEIN number on the EFT Form needs to match the entity applying for the grant (i.e. Authority or Town/City).

Prior to OWRB's release and disbursement of grant funds the following information if applicable or not already provided should be submitted.

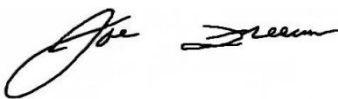
1. A copy of the project plans and specifications must be provided to OWRB Staff for review and comments when you submit them to the Department of Environmental Quality for approval.
2. The Affidavit of Publication should be submitted with the Bid Tabulation. ***In order to avoid further Board Action, the Affidavit of Publication must match the plans and specifications as provided to OWRB Staff.***
3. A copy of the construction permit when issued by the Department of Environmental Quality;
4. A resume or background information for the proposed inspector for this project, and a copy of the inspector's agreement, if applicable;
5. A copy of the engineering services contract;
6. A copy of the successful bidder's contract documents (detailed list enclosed);
7. A copy of the notice to proceed with construction;
8. Also, please note that OWRB Staff should be included in the pre-construction conference, project progress meetings, and at the final inspection.

Furthermore, all reimbursement invoices for eligible project activities must be received by August 31, 2026 unless extended in writing by the Board.

Prior to and during the construction period you are required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and applicable ARPA grant policies.

Should you have any questions regarding this notification and letter of commitment, please feel free to contact our Federal Grants Administrator, Jordan Johnson at 405-530-8820.

Sincerely,



Joe Freeman, Chief
Financial Assistance Division

Enclosure as stated

Cc: Ms. Alexie Kendrick, Tetra Tech
Mike Bailey, City Manager, Bartlesville Municipal Authority

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN)
ACT (ARPA) GRANT APPLICATION)
NO. ARP-23-0098-G IN THE NAME OF THE)
BARTLESVILLE MUNICIPAL AUTHORITY,)
WASHINGTON COUNTY, OKLAHOMA.)

ORDER APPROVING ARPA GRANT APPLICATION


This matter came on for consideration before the Oklahoma Water Resources Board on the 20th day of February 2024. The Board finds that since the application for this grant has received a priority ranking of 45 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$2,000,000.00 should be approved for the following purpose and subject to the following conditions:

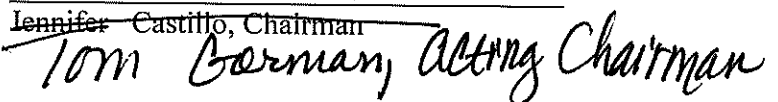
Conditions:

1. The amount of the ARPA grant shall not exceed \$2,000,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to complete the engineering report to increase and improve the WWTP capacity. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Bartlesville Municipal Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 20th day of February 2024, in regular and open meeting of the Oklahoma Water Resources Board.

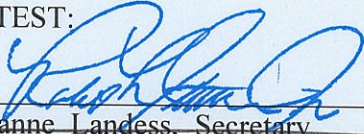
OKLAHOMA WATER RESOURCES BOARD



Jennifer Castillo, Chairman

Tom Berman, Acting Chairman

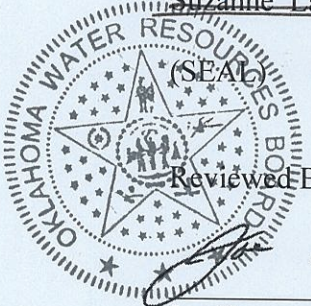
Bartlesville Municipal Authority
OWRB ARPA Grant No. ARP-23-0098-G

ATTEST:

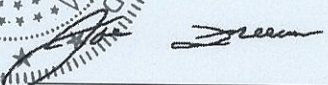


Suzanne Landess, Secretary

Robert L. Stallings, Jr., acting Secretary



Reviewed By:



Joe Freeman, Chief
Financial Assistance Division

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE BOARD OF TRUSTEES OF THE BARTLESVILLE MUNICIPAL AUTHORITY, BARTLESVILLE, OKLAHOMA, MET IN SPECIAL SESSION AT CITY HALL IN SAID CITY ON THE 4TH DAY OF MARCH, 2024, AT 5:30 O’CLOCK P. M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the Chairman introduced a Resolution which was read by the Secretary. 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 so approved is as follows:

**BMA-
RESOLUTION NO. 2024-1**

A RESOLUTION OF THE BARTLESVILLE MUNICIPAL AUTHORITY (THE “BORROWER”) AUTHORIZING A LOAN APPLICATION TO THE OKLAHOMA WATER RESOURCES BOARD; APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$83,235,500.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$83,235,500.00, 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; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Bartlesville Municipal Authority, Washington County, Oklahoma (the “Borrower”), was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, as

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

WHEREAS, the Borrower is authorized and has determined to make improvements to the wastewater treatment system and related appurtenances (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 \$83,235,500.00; 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 2024 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of \$83,235,500.00 (the “Note”), said Note being secured by a lien on the revenues derived from the water and sanitary sewer systems (hereinafter collectively, the “System”); provided, said pledge and lien shall be on a parity in all respects with the Borrower’s (i) Series 2012 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board dated August 30, 2012, issued in the original principal amount of \$3,810,000.00; (ii) Utility System Revenue Note, Series 2016 dated May 24, 2016, issued in the original principal amount of \$3,355,000.00; (iii) Series 2020 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated August 19, 2020, issued in the original principal amount of \$8,220,000.00; and (iv) Utility System Revenue Note, Series 2021 dated March 10, 2021, issued in the original principal amount of \$27,966,000.00 (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 BARTLESVILLE MUNICIPAL AUTHORITY, WASHINGTON COUNTY, OKLAHOMA:

Section 1. Application. The Borrower shall file an Application with the Oklahoma Water Resources Board seeking financial assistance through the Clean Water State Revolving Fund Program for purposes of financing the Project and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute said Application for and on behalf of the Borrower. The Borrower is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application.

Section 2. 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. 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 an amount not to exceed \$83,235,500.00, and the rate of interest on the Note shall be a fixed rate of interest of not to exceed four and one half percent (4.50%) per annum inclusive of administrative fees of one half of one percent (1/2%), and the maturity date of the note shall be not later than September 15, 2060. The Chairman or Vice Chairman shall be authorized to execute a Certificate of Determination establishing the principal amount, maturity date, and rate of interest on the Note.

Section 3. 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 4. Designation of Local Trustee and Execution of Trust Agreement. The Borrower hereby designates BancFirst, Oklahoma City, 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 5. 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 6. Lease Agreement. The Amended Lease Agreement and Operation and Maintenance Contract dated May 24, 2016, by and between the City and the Borrower (the “Lease Agreement”), whereby the City leases unto the Borrower its water and sanitary sewer systems, is hereby ratified and confirmed, and the term of said Lease Agreement shall extend until the Note is paid.

Section 7. 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 8. 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 9. 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, including the execution of professional services agreements with The Public Finance Law Group PLLC, as bond counsel and with

Municipal Finance Services, Inc., as financial advisor, 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 4TH DAY OF MARCH, 2024.

BARTLESVILLE MUNICIPAL AUTHORITY

(SEAL)

Chairman

ATTEST:

Secretary

EXHIBIT "A"

Fees and Expenses Paid at Closing

The Public Finance Law Group PLLC Legal Fee and Reimbursement of Expenses	Three quarters of one percent (0.75%) of the principal amount of the Note plus \$2,500 expenses
Municipal Finance Services, Inc. Financial Advisory Fee and Expenses	Three quarters of one percent (0.75%) of the principal amount of the Note plus \$2,500 expenses
BancFirst, Oklahoma City, Oklahoma Trustee Bank Acceptance Fee	\$500.00



t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

**BARTLESVILLE MUNICIPAL AUTHORITY,
WASHINGTON COUNTY, OKLAHOMA
CLEAN WATER SRF PROMISSORY NOTE
TO OKLAHOMA WATER RESOURCES BOARD**

THIS AGREEMENT is entered into as of March 4, 2024, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and the BARTLESVILLE MUNICIPAL AUTHORITY (the “Issuer”), an Oklahoma public trust, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the financing of certain wastewater treatment system improvements, along with related costs (the “Project”); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its Promissory Note to Oklahoma Water Resources Board through the CWSRF Loan Program (the “Note”); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer, including the manager of the Issuer, Jess Kane, Esq. (Robinett King Attorneys at Law), as counsel to the Issuer (“Issuer’s Counsel”), Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Preparation of loan, security and other authorizing documents (the “Financing Documents”).

- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.
- (4) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.
- (5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of the Note and, with respect to a tax-exempt Note, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by Issuer's Counsel for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal

or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Note (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, Note proceeds or the Project after issuance of the Note.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Note of three quarters of one percent (0.75%) of the principal amount of the Note.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the issuance of the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

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

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

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

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks or Nathan D. Ellis

ISSUER:

Bartlesville Municipal Authority
401 Johnstone Avenue
Bartlesville, OK 74003-6619
Attention: City Manager

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Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Allan A. Brooks III

BARTLESVILLE MUNICIPAL AUTHORITY

By: _____
Title: Chairman
Date: March 4, 2024