

**SPECIAL MEETING OF THE HAILEYVILLE CITY COUNCIL**

**TUESDAY, MARCH 4, 2025 7:00PM**

Haileyville City Hall, 510 Main Street  
Haileyville, OK 74546 (Pittsburg County)

**AGENDA**

As required, this agenda for a special meeting of the Haileyville City Council is posted in a public place, at least 24 hours before the meeting, (Title 25, Section 311(A) (I)).

**1. CALL TO ORDER**

- a. Flag Salute
- b. Invocation

**2. ROLL CALL AND DECLARATION OF QUORUM**

**3. NEW BUSINESS (BUSINESS NOT PREVIOUSLY CONSIDERED)**

**DISCUSSION AND ACTION:**

- A) CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE HAILEYVILLE PUBLIC WORKS AUTHORITY (THE "BORROWER") AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM; APPROVING AND AUTHORIZING CLEAN WATER SRF FUNDING FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$261,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$261,000.00, AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT AND APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; RATIFYING AND CONFIRMING LEASE(S) PERTAINING TO THE LEASING OF THE CITY'S UTILITY SYSTEMS TO THE BORROWER AND/OR AUTHORIZING THE EXECUTION OF AN AMENDED LEASE(S) BETWEEN THE CITY AND THE BORROWER PERTAINING TO SAID UTILITY SYSTEMS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.
- B) CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAILEYVILLE, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE HAILEYVILLE PUBLIC WORKS AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING LEASE(S) PERTAINING TO THE LEASING OF THE UTILITY SYSTEMS OF THE CITY TO THE AUTHORITY AND/OR AUTHORIZING THE EXECUTION OF AN AMENDED LEASE(S) BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO SAID UTILITY SYSTEMS AND CONTAINING OTHER PROVISIONS RELATED THERETO.
- C) APPROVE RESOLUTION 03012025

D) ENGINEERING AGREEMENT WORK ORDER NO HAV-25-01 CWSRF SEWER SYSTEMS IMPROVEMENTS PROJECT DESCRIPTION: DESIGN AND PROVIDE CONSTRUCTION MANAGEMENT FOR SEWER SYSTEM IMPROVEMENTS

4. ADJOURNMENT

POSTED THIS 28 DAY OF February AT 12:00 PM. I certify and attest to the public posting of this special meeting as required by Oklahoma statute 3 1 1, Title 25

  
\_\_\_\_\_  
Rynnie Liess/City Clerk

THE BOARD OF TRUSTEES OF THE HAILEYVILLE PUBLIC WORKS AUTHORITY, PITTSBURG COUNTY, OKLAHOMA, MET IN SPECIAL SESSION IN HAILEYVILLE, OKLAHOMA, ON THE 4<sup>TH</sup> DAY OF MARCH, 2025, AT 7:00 O’CLOCK P.M.

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by title 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 as adopted is as follows:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE HAILEYVILLE PUBLIC WORKS AUTHORITY (THE “BORROWER”) AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE “OWRB”) FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM; APPROVING AND AUTHORIZING CLEAN WATER SRF FUNDING FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$261,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$261,000.00, AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT AND APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; RATIFYING AND CONFIRMING LEASE(S) PERTAINING TO THE LEASING OF THE CITY’S UTILITY SYSTEMS TO THE BORROWER AND/OR AUTHORIZING THE EXECUTION OF AN AMENDED LEASE(S) BETWEEN THE CITY AND THE BORROWER PERTAINING TO SAID UTILITY SYSTEMS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.**

WHEREAS, the Haileyville Public Works Authority, Pittsburg 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 Haileyville, Oklahoma (the “City”); and

**WHEREAS**, the Borrower is authorized and has determined to finance planning and design with respect to improvements to the wastewater system operated by the Borrower (the “Project”) in order to better serve the customers of said Borrower and in payment of part of the cost thereof, to seek Clean Water SRF funding from the Oklahoma Water Resources Board (the “Board”) in the amount of \$261,000.00; and

**WHEREAS**, the Board has under consideration a funding application of the Borrower and the Borrower has determined to borrow money from the Board to accomplish the Project and to evidence such funding by the issuance of the Borrower’s Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of \$261,000.00 (the “Note”); and

**WHEREAS**, it is contemplated that the Borrower will receive \$261,000.00 in Principal Forgiveness with respect to the Note so long as the Borrower complies with requirements directed by the OWRB in accordance with the CWSRF Cap Grant, as defined in Funding Agreement for Clean Water State Revolving Fund between the Borrower and the Board (the “Funding Agreement”); 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 HAILEYVILLE PUBLIC WORKS AUTHORITY, PITTSBURG COUNTY, OKLAHOMA:**

Section 1. Application. The Borrower shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB State Revolving Fund Program; and the Chairman, Vice Chairman, Secretary, or Assistant Secretary of the Borrower are hereby authorized to execute said Application(s) 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(s).

Section 2. Issuance of Note. The Borrower is hereby authorized to accept said funding and issue its Note payable to the Board. 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 funding and secure said funds from the Board, provided that the principal amount of the Note shall be \$261,000.00, and the rate of interest on the Note shall be zero percent (0.0%) per annum inclusive of administrative fees.

Section 3. Execution of Funding Agreement for Clean Water State Revolving Fund. The Funding 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 Funding Agreement.

Section 4. Covenants of Borrower. Until payment in full of the Note and performance of all obligations owing to the Board under the Funding 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 Funding Agreement, which covenants are incorporated herein in their entirety.

Section 5. 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 Funding Agreement. Upon closing of the referenced Note, the officers of the Borrower are hereby authorized to disburse (from Note 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 6. Lease of Utility Systems. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower hereby ratify and confirm those certain lease agreements in place that pertain to the leasing of the Borrower's utility systems from the City to the Borrower and/or are hereby authorized to execute and deliver an Amended Lease Agreement and Operation and Maintenance Contract that will replace and supersede any existing leases, by and between the City and the Borrower, and will authorize the Borrower to enter into said Amended Lease Agreement and Operation and Maintenance Contract whereby the City will lease its utility systems to the Borrower.

Section 7. 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 enter into a legal services agreement with The Public Finance Law Group PLLC, as Bond Counsel and with The Tate Law Firm, as Borrower's Counsel; a financial advisory agreement with Municipal Finance Services, Inc, as Financial Advisor to the Borrower, and an engineering contract with Infrastructure Solutions Group, LLC, as consulting engineer for the Borrower; to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

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ADOPTED AND APPROVED THIS 4<sup>TH</sup> DAY OF MARCH, 2025.

HAILEYVILLE PUBLIC WORKS AUTHORITY

By \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

STATE OF OKLAHOMA            )  
  )SS  
COUNTY OF PITTSBURG        )

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

GIVEN UNDER MY HAND THIS 4<sup>TH</sup> DAY OF MARCH, 2025.

(SEAL)

\_\_\_\_\_  
Secretary

EXHIBIT "A"

Fees and Expenses Paid at Closing

The Public Finance Law Group PLLC Legal Fee and Out-of-Pocket Expenses	\$20,000.00
The Tate Law Firm Legal Fee	\$2,500.00
Municipal Finance Services, Inc. Financial Advisory Fee and Out-of-Pocket Expenses	\$20,000.00



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 CITY COUNCIL OF THE CITY OF HAILEYVILLE, OKLAHOMA (THE "CITY") MET IN SPECIAL SESSION IN HAILEYVILLE, OKLAHOMA, ON THE 4<sup>TH</sup> DAY OF MARCH, 2025, AT 7:00 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by title by the City Clerk. Councilmember \_\_\_\_\_ moved passage of the Resolution and Councilmember \_\_\_\_\_ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

**RESOLUTION NO. 03012025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAILEYVILLE, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE HAILEYVILLE PUBLIC WORKS AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING LEASE(S) PERTAINING TO THE LEASING OF THE UTILITY SYSTEMS OF THE CITY TO THE AUTHORITY AND/OR AUTHORIZING THE EXECUTION OF AN AMENDED LEASE(S) BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO SAID UTILITY SYSTEMS AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**WHEREAS**, the Haileyville Public Works Authority (the "Authority") did, by its Resolution adopted March 4, 2025, authorize the issuance, sale and delivery of its Clean Water SRF Promissory Note to Oklahoma Water Resources Board; and

**WHEREAS**, the City Council of the City of Haileyville, Oklahoma (the "City") hereby determines that the actions taken by the Authority should be authorized and approved; and

**WHEREAS**, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEYVILLE, OKLAHOMA:**

Section 1. Issuance of Note. That the issuance, sale and delivery of the Haileyville Public Works Authority, Pittsburg County, Oklahoma Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of \$261,000.00 (the “Note”), all as approved by said Authority on March 4, 2025, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease of Utility Systems. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City hereby ratify and confirm those certain lease agreements in place that pertain to the leasing of the City’s utility systems from the City to the Authority and/or are hereby authorized to execute and deliver an Amended Lease Agreement and Operation and Maintenance Contract that will replace and supersede any existing leases, by and between the City and the Authority, and will authorize the City to lease its utility systems to the Authority.

Section 4. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the Note and all other aspects of the transaction.

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PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF MARCH, 2025.

CITY OF HAILEYVILLE, OKLAHOMA

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

STATE OF OKLAHOMA        )  
  ) SS  
COUNTY OF PITTSBURG    )

I, the undersigned, City Clerk of the City of Haileyville, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 4<sup>TH</sup> DAY OF MARCH, 2025.

(SEAL)

\_\_\_\_\_  
City Clerk



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

**THE TATE LAW FIRM**  
23 East Carl Albert Parkway  
McAlester, OK 74501  
(918) 420-1100

**AGREEMENT FOR BOND COUNSEL AND ISSUER COUNSEL SERVICES**

HAILEYVILLE PUBLIC WORKS AUTHORITY,  
PITTSBURG COUNTY, OKLAHOMA  
CWSRF PROMISSORY NOTE  
TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of March 4, 2025, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”), THE TATE LAW FIRM (“TATE” or “Issuer’s Counsel”), and the HAILEYVILLE PUBLIC WORKS AUTHORITY (the “Issuer”), an Oklahoma public trust, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel and TATE as Issuer’s Counsel in connection with financing planning and design with respect to improvements to the wastewater system operated by the Issuer (the “Project”) serving the City of Haileyville, Oklahoma (the “City”); 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 Clean Water SRF Promissory Note to Oklahoma Water Resources Board (collectively referred to herein as the “Note”); and

WHEREAS, PFLG and Issuer’s Counsel each possess 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, 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 obligations and, with respect to tax-exempt obligations, 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 TATE 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, 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 the Issuer's Official Statement(s) and/or any Continuing Disclosure Undertakings for the Note, including but not limited to the accuracy, completeness or sufficiency of the Official Statement(s), 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, proceeds of the Note, or the Project after issuance of the Note.

B. *Issuer Counsel Services.* TATE will render the following services as Issuer's Counsel to the Issuer:

- (1) Consultation with representatives of the Issuer, including the manager of the Issuer, Bond 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) Assistance in the preparation and review of the Financing Documents.
- (3) 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.
- (4) Rendering of Issuer Counsel's customary final legal opinion on the organization of the Issuer, the binding nature of any legal obligations of the Issuer, the nature of any pending litigation involving the Issuer, and the status of title of certain real property utilized by the Issuer.

The obligations of Issuer's Counsel under this agreement shall be limited to the legal services rendered in connection with the issuance of the Note and shall not include any legal services in connection with the acquisition or condemnation of property to be utilized in connection with the utility systems serving the Issuer.

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 \$20,000.00.

B. *Compensation for Issuer's Counsel Services.* For services as Issuer's Counsel to the Issuer, TATE shall be paid a fixed fee at the time of issuance of the Note of \$2,500.00.

C. *Expenses.* PFLG shall also be paid a fixed amount of \$0.00 to cover expenses and transcript production and distribution with respect to the issuance of the Note, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with 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. TATE shall be reimbursed by the Issuer for actual out-of-pocket expenses.

D. *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.

E. *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 and TATE shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG and TATE 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, PFLG, and TATE 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, PFLG, and TATE.

Neither PFLG nor TATE may 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 or TATE 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 and TATE. All references to PFLG, TATE, and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG or TATE 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

TATE:

The Tate Law Firm  
23 East Carl Albert Parkway  
McAlester, OK 74501  
Attention: Joe D. Tate, Esq.

ISSUER:

Haileyville Public Works Authority  
P. O. Box 316  
Haileyville, OK 74546-0316  
Attention: Chairman

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Issuer, PFLG, and TATE 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

**THE TATE LAW FIRM**

By: \_\_\_\_\_  
Joe D. Tate, Esq.

**HAILEYVILLE PUBLIC WORKS AUTHORITY**

By: \_\_\_\_\_  
Title: Chairman  
Date: March 4, 2025



mfsok.com

P: 405.340.1727

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

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

February 25, 2025

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the Haileyville Public Works Authority, a public trust with the City of Haileyville, Oklahoma as beneficiary (the “Client”).

The Client desires to engage MFSOK in connection with the financing of planning and design pertaining to certain wastewater system improvements serving the City 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 proposed Oklahoma Water Resources Board loan during the term of the Agreement (the “Issue”). 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

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 application, financial analysis, and supporting documents, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, and trustees to facilitate the plan of finance.
10. Coordinate closing of the new Issue with Client and other parties.

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. Compensation and Reimbursements**

- A. New Issue. MFSOK shall be paid at the time of closing a fee calculated as follows:
1. For a loan through the Oklahoma Water Resources Board Clean Water SRF Program (CWSRF), a fixed fee of \$20,000.00 at the time of issuance.
- B. Expenses for New Issue. MFSOK shall also be paid a fixed amount of \$0.00 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.
- C. Payment and Contingency for New Issue. 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.

**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 through the earlier of (i) the closing date of the transaction, or (ii) December 31, 2025.
- 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](http://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](http://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 and MSRB 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: Chris Wolff  
PO Box 747  
Edmond, OK 73083-0747

**CLIENT:**

Haileyville Public Works Authority  
Attn: Chairman  
P.O. Box 316  
Haileyville, OK 74546



**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 March \_\_, 2025, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: \_\_\_\_\_  
Chris Wolff, Vice President

Haileyville Public Works Authority

By: \_\_\_\_\_  
Chairman



February 26, 2025

Haileyville Public Works Authority  
Attn: Cathy Bailey-Morgan – Chairman  
P.O. Box 316  
Haileyville, OK 74546

Re: Agreement for Engineering Services  
ARPA Sewer System Improvements  
Work Order HAV-25-01

Dear Ms. Bailey-Morgan:

Enclosed for your review and execution, please find four (4) copies of Work Order No. HAV-25-01 and four (4) copies of an Agreement for Engineering Services.

Please sign and have your signature attested on all four (4) copies of the Work Order. Return three (3) copies of the Work Order to our office and retain one (1) copy for your records.

Please sign and have your signature attested on all four (4) copies of the Agreement. Return all four (4) signed copies of the Agreement to our office.

We look forward to working with you on this project. Should you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC

Crysta Watson, P.E.  
Project Engineer

Enclosures

Project No. Haileyville General File

cc w/enclosure:  
Donna Burke, Infrastructure Solutions Group, LLC



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**WORK ORDER FOR PROFESSIONAL SERVICES**  
**HAILEYVILLE PUBLIC WORKS AUTHORITY**  
**Project Number HAV-25-01**

This will constitute authorization by the Haileyville PWA (Owner) for Infrastructure Solutions Group, LLC (Engineer) to proceed with the following described as "Project":

Project Name: CWSRF Sewer System Improvements

Project Description: Design and Provide Construction Management for Sewer System Improvements

- Prepare Engineering Plans and Specifications, for the referenced project.
- Prepare Application for "Permit to Construct" and Submit P&S to the Oklahoma Department of Environmental Quality for approval.
- Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.
- Prepare contract documents, coordinate contract execution and perform preconstruction conference.
- Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, change order requests, and work performed by the contractor.
- Provide Resident Project Representative Services during Construction.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be paid a lump sum fee of \$96,000.00 for engineering, \$100,000.00 for TV inspection and smoke testing, and \$20,000.00 for surveying.

The fee for engineering services shall be further broken down as follows:

Engineering Fee	\$ 96,000.00
TV Inspection and Smoke Testing	\$100,000.00
Miscellaneous (Survey)	<u>\$ 20,000.00</u>
Total Fees	\$216,000.00

APPROVED:

Haileyville PWA

By: \_\_\_\_\_  
Cathy Bailey-Morgan  
Chairman

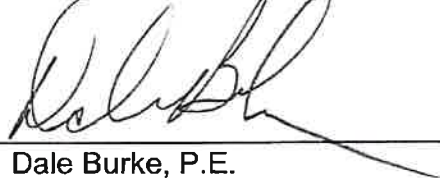
ATTEST:

\_\_\_\_\_


DATE: \_\_\_\_\_

ACCEPTED:

Infrastructure Solutions Group, LLC

By:   
Dale Burke, P.E.  
President

ATTEST:

  
Crysta Watson, P.E.  
Project Design