

**SPECIAL MEETING AGENDA**  
**TAHLEQUAH PUBLIC FACILITIES AUTHORITY**  
**May 1, 2023 5:00 pm**

Date/Time of  
City Council Meeting: Monday, May 1, 2023 5:00 PM  
Place of Meeting: City Hall

**1. Call meeting to Order**

**2. Roll Call of Trustees**

**3. Discussion and possible action to approve, approve with modifications, or deny a legal services agreement with Hilborne & Weidman, Attorneys at Law, to represent the Authority as Bond Counsel.**

**4. Adjournment**

**Posted by:**

  
**Michele Collins**



## LEGAL SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of May, 2023, by and between the **TAHLEQUAH PUBLIC FACILITIES AUTHORITY**, a public trust (hereinafter called the "**Authority**"), and **HILBORNE & WEIDMAN, A Professional Corporation**, Attorneys at Law, Tulsa, Oklahoma (hereinafter called "**Bond Counsel**").

### W I T N E S S E T H :

**IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS  
HEREINAFTER SET FORTH THE PARTIES HERETO AGREE AS FOLLOWS:**

1. In regard to the incurring of indebtedness by the issuance of refunding bonds in the approximate principal amount of \$12,000,000 by the Authority to provide funds to refund and refinance its Sales Tax Revenue Bonds, Series A&B, and to acquire, construct, equip, repair and remodel streets and facilities of the Authority and the City of Tahlequah, Bond Counsel shall work closely with your financial advisor and staff regarding the incurring of indebtedness by the Authority to bring to fruition the financing in compliance with the laws of the State of Oklahoma. It shall be the primary duty of Bond Counsel to render to purchasers of the obligations evidencing the aforesaid indebtedness an unqualified approving opinion showing that such obligations are valid and binding, and, if applicable, that interest on such obligations is exempt from Federal income taxation. All other duties of Bond Counsel herein provided shall be performed with a view to enabling Bond Counsel to render said opinion. Bond Counsel shall prepare all customary legal documents and instruments pertaining to the financing, including but not limited to resolutions and such other documents and instruments as shall be necessary or incidental to the financing. Bond Counsel shall handle all necessary legal proceedings in connection with the sale, issuance and delivery of the obligations. Bond Counsel shall, if requested, consult with the national rating services in connection with obtaining a rating on the obligations.

2. The Authority shall pay from proceeds of the obligations all reproduction expenses and recording expenses, and any other reasonable out-of-pocket expenses of Bond Counsel related to the issuance of the obligations.

3. For all such legal services in connection with the issuance of the obligations Bond Counsel shall be entitled to receive as compensation therefor a sum not to exceed eight tenths of one percent (0.80%) of the principal amount of any obligations issued, such sum to be paid from the proceeds of the obligations when issued.

It is specifically understood and agreed that in the event none of the obligations are issued, sold, and delivered for any reason, then in that event, Bond Counsel shall receive no compensation for legal services; provided, that Bond Counsel shall receive reimbursement for accrued out-of-pocket expenses incurred to the point of the discontinuance of the financing, such reimbursement of out-of-pocket expenses in such circumstances to be strictly contingent upon funds being available for such purpose and if no funds are available for such purpose, there shall be no liability with respect to the reimbursement of such out-of-pocket expenses to Bond Counsel.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above set forth.

**TAHLEQUAH PUBLIC FACILITIES AUTHORITY**

ATTEST:

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

\_\_\_\_\_  
**Secretary**

(SEAL)

**HILBORNE & WEIDMAN,  
a Professional Corporation**

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