

**AGENDA OF A SPECIAL MEETING OF THE
MAYOR AND BOARD OF COMMISSIONERS
OF
THE CITY OF ARDMORE, OKLAHOMA, TO BE
HELD ON 05/27/2021 AT 11:00 AM IN THE
COMMISSION CHAMBERS**

NOTICE: "Official action can only be taken on items which appear on the agenda. The Commission may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any item. When more information is needed to act on an item, the Commission may refer the matter to the City Manager or the Municipal Counselor. The Commission may also refer items to standing committees of the Commission or to a board or commission for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVE AGENDA - ORDER OF BUSINESS
AND CONTENTS**
4. **REGULAR BUSINESS**

4.A. **RESOLUTION(S)**

4.A.1. **Resolution 1**

Consider and Adopt a Resolution Accepting Beneficial Interest in The HFV Wilson Center Trust Authority, a Public Trust of which the City is Beneficiary; and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting, and Declaring an Emergency

Documents:

[RESOLUTION 1.PDF](#)

4.B. **AGREEMENT(S)**

4.B.1. **Agreement 1**

Appointment of Nine (9) Trustees to the HFV Wilson Center Trust Authority Namely, Donna Blackmon, Andy Harlow and Josh McGee, 1 Year Term, June 2021-June 2022; Steve Martin, Cedric Bailey and Harold Waddell, 2 Year Term, June 2021-June 2023; Eddie Lankford, Harold Brown and Consuela Gordon, 3 Year Term, June 2021-June 2024 and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting, and Declaring an Emergency

Documents:

[AGREEMENT 1.PDF](#)

4.B.2. **Agreement 2**

Consideration and Approval or Rejection of Lease of HFV Wilson Center Property located at 625 East Main, Ardmore, Oklahoma to Ardmore Public Works Authority, Establishing Terms of the Lease, Approving Sublease of Property to HFV Wilson Center Trust Authority and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

Documents:

[AGREEMENT 2.PDF](#)

5. **ADJOURN**

RESOLUTION NO. _____

A RESOLUTION RELATING TO HFV WILSON CENTER TRUST AUTHORITY, A PUBLIC TRUST FOR THE BENEFIT OF THE CITY OF ARDMORE, OKLAHOMA; AND DECLARING AN EMERGENCY

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ARDMORE, OKLAHOMA:

SECTION 1. The governing body of the City of Ardmore, Oklahoma, hereby does approve and accept, for and on behalf of said municipality, the beneficial interest in the public trust designated as **THE HFV WILSON CENTER TRUST AUTHORITY**, provided for in the Declaration of Trust of said public trust, for the comprehensive purpose of furthering, and providing funds for the furthering of authorized or proper functions of the said municipality, including, but not limited to economic and neighborhood development and to promote, stimulate and develop general welfare and for cultural, educational, and recreational purposes, providing activities related to youth and adult programs and recreation, education, and community awareness. and for the conservation and implementation of the public health for all purposes that the same be authorized or proper as a function of the Beneficiary within and in reasonably convenient proximity to the Beneficiary and all other powers permitted by any and all other laws of the State of Oklahoma now in existence or hereafter enacted; and in reasonable proximity thereto, and for purposes collateral thereto, in all respects in accordance with said Declaration of Trust; and the Mayor of the said municipality hereby is authorized and directed to endorse such acceptance of beneficial interest on said Declaration for and on behalf of the municipality and the governing body thereof.

SECTION 2. By reason of the urgent need for the services to be provided by the Trust as described above, within and near the City and for the immediate preservation of the public peace, health, safety and welfare of the City and the inhabitants thereof, an emergency hereby is declared to exist and this Resolution shall be effective immediately upon its adoption.

ADOPTED this _____ day of _____, 2021.

Mayor, City of Ardmore, Oklahoma

ATTEST: (Seal)

City Clerk, City of Ardmore, Oklahoma

I, the undersigned City Clerk of the City of Ardmore, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of a Resolution adopted by the governing body of said City at a meeting held on the date therein stated, as the same appears in the Minutes of said meeting on file in my office as a part of the official records thereof.

City Clerk, City of Ardmore, Oklahoma

(Seal)

DECLARATION OF TRUST
OF
THE HFV WILSON CENTER TRUST AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

I

DECLARATION AND COVENANT

The undersigned Trustor hereby contracts with the undersigned Trustees, and the latter, as individuals and not as holders of public office, hereby do declare and covenant between themselves and unto the Trustor, the State of Oklahoma and the Beneficiary hereinafter described, that they and their successors do and will hold, receive and administer the Trust Estate hereinafter described, as Trustees of a public trust under and pursuant to the laws of the State of Oklahoma now in force and effect (generally, but not exclusively, Sections 176-180.3, inclusive of Title 60, Oklahoma Statutes 2019 Supplement, and the Oklahoma Trust Act), solely for the use and benefit of said Beneficiary for the public purposes and functions hereinafter set forth, in the manner provided in this instrument, or in the absence of applicable provision herein, then in the manner now provided by law. The aforesaid public trust is created by virtue of the execution of this instrument by the individuals signing the same as the Trustor and initial Trustees hereunder; and neither the acceptance of the beneficial

interest hereunder, nor the endorsement hereon of such acceptance, for and on behalf of the designated Beneficiary as provided by law, nor the fact that, at the time of signing this instrument, some or all of the initial Trustees are members of the governing body thereof, shall be deemed or construed to be the creation of a public trust by said Beneficiary or the governing body thereof.

II

NAME

The name of this Trust shall be, and the Trustees thereof in their representative fiduciary capacity shall be designated as,

THE HFV WILSON CENTER TRUST AUTHORITY.

Under that name, the Trustees shall, so far as practicable, conduct all business and execute all instruments in writing and otherwise perform their duties and functions in execution of this Trust.

III

PURPOSES

The purposes of this Trust, for and on behalf of the Beneficiary as hereinafter described, are:

(a) To furnish and supply to the inhabitants, owners and occupants of property within the corporate limits of the Beneficiary and in territory in reasonably convenient proximity thereto, and to the Beneficiary and any other governmental agencies or endeavors, services and facilities for development, cultural, educational and recreational purposes and for the conservation and implementation of the public health for all purposes that the same be authorized or proper as a function of the Beneficiary; and to fix, demand and collect charges, rates and fees for said services and facilities to the same extent as the Beneficiary itself might do. (last sentence from earlier version deleted)

(b) For the furtherance of the greater convenience and welfare of the Beneficiary and the inhabitants thereof, to provide and/or to aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the Beneficiary, the county in which the Beneficiary is located, any school district within the said State, and/or any agency or instrumentality of either or any of them, or to any one or more of them, facilities and/or services of any and/or all kinds necessary or convenient for the functioning thereof;

(c) To promote, stimulate and develop general welfare and for cultural, educational, and recreational purposes, providing activities related to youth and adult programs and recreation, education, and community awareness. and for the conservation and implementation of the public health for all purposes that the same be authorized or proper as a function of the Beneficiary within and in reasonably convenient proximity to the Beneficiary and all other powers permitted by any and all other laws of the State of Oklahoma now in existence or hereafter enacted;

(d) To hold, maintain and administer any rights in and to properties of the Beneficiary licensed or demised to the Trustees or properties of the Authority, and to comply with the terms and conditions of any instruments providing said rights;

(e) To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate or otherwise deal with, any and all physical properties and facilities needful or convenient for utilization in executing or promoting the execution of the aforesaid trust purposes or any of them; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of the said properties and facilities either in execution of any of the aforesaid trust purposes or in the event that any thereof shall no longer be needful for such purposes;

(f) To provide funds for the costs of financing, acquiring, constructing, installing, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering and disposing of, or otherwise dealing with any of the aforesaid physical properties and facilities, and for administering the Trust for any or all of the aforesaid trust purposes, and for all other charges, costs and expenses incidental thereto; and in so doing to incur indebtedness, either unsecured or secured by any part or parts of the Trust

Estate and/or revenues thereof; and to receive and accept grants of funds or properties from other governmental and private agencies.

(g) To expend any funds coming into the hands of the Trustees, as revenue or otherwise, in the payment of the aforesaid costs and expenses, and in the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any other debt or obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary for the payment of all or any part of the principal and/or interest of any bonded indebtedness of the Beneficiary and/or for any one or more authorized or proper purposes of the Beneficiary as shall be specified by the Trustees hereunder;

(h) Whenever the same shall be or become material, the purposes set forth in paragraphs (a), (b) and (c) of this Section shall be the primary objectives of this Trust and the provisions of paragraphs (d) to (g), inclusive, shall be deemed and construed in implementation thereof and collateral thereto.

For all purposes of this Section, the word "facilities" as used herein means personal property and real estate and all privileges, benefits and appurtenances thereto, also buildings, structures, installations and all physical property whatsoever, and all rights, privileges and benefits appertaining or related thereto.

IV

DURATION

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

V

TRUST ESTATE

The Trust Estate shall consist of all money, property (real, personal and/or mixed), rights, choses in action, contracts, leases, privileges, franchises, benefits and all other things of value (whether or not above described), presently in or hereafter coming into the hands, or under the control of the Trustees pursuant to the provisions of this instrument or by virtue of the Trusteeship herein declared.

VI

THE TRUSTEES

(a) The Voting Trustees of this Trust shall be Nine (9) in number. The Trustees shall be nominated by the Mayor and appointed by a majority of the members of the City Commission of the City of Ardmore. The term of the initial Trustees shall be assigned by the Mayor as one, two and three years for the respective Trustees; provided, however, such terms are specifically conditioned upon the right of removal as set forth hereinafter. As the term of each initial Trustee expires, the position shall be filled for a term of Three years. Any vacancy occurring in the office of Trustee shall be filled by the Mayor and confirmed by the Ardmore City Commission by the procedure set forth above, and such replacement Trustee shall fill the balance of the unexpired term of the vacant Trusteeship. Seven of the Nine Trustees shall be residents of the City of Ardmore. All the Trustees shall be residents of Carter County, Oklahoma. The Ardmore City Manager or his designee shall serve as ex-officio, advisory, non-voting Trustee of the Trust. The Trustees shall be appointed based on their ability to facilitate and administer projects and programs of the Trust with preference given to educators, medical professionals, persons or representatives of organizations supporting community diversity, representatives of social services agencies, representatives of philanthropic entities, athletic professionals, business owners and persons of similar skills. A Trustee who fails to attend more than one-half (½) of the regularly scheduled meetings (excluding special meetings) of the Trust in a six-month period or who ceases to meet the residency requirements stated above shall automatically cease to hold office as Trustee, and that Trusteeship shall become vacant to be filled as provided above; PROVIDED:

(1) Each Trustee of this Trust shall continue as such (unless temporarily replaced pursuant to (d) of this Section), until succeeded and replaced by some other person appointed as provided above, and such other person shall have qualified as a Trustee hereunder as provided in (e) of this Section;

(2) Each person who shall be nominated and appointed as above set forth shall be entitled to qualify as, and to become a Trustee hereunder and to continue as such, unless temporarily replaced pursuant to (d) of this Section, until succeeded and replaced by some other person as provided in this Section and such other person shall have qualified as a Trustee hereunder as provided in (e) of this Section; and

(3) All of the legal rights, powers and duties of each Trustee shall terminate when that Trustee shall cease to be a Trustee hereunder and all of such legal rights, powers and duties shall devolve upon that Trustee's successor and successors, with full right and power of the latter to do or perform any act or thing which the predecessor or any predecessor could have done or performed.

(b) Each Trustee qualifying under this instrument shall continue as such until that Trustee's successor shall have qualified as provided in (e) of this Section.

(c) The determination of the fact of a vacancy shall be vested exclusively in the remaining Trustee or Trustees and determination by such Trustee or Trustees of such fact shall be conclusive; and, in the event that such a vacancy shall be determined to exist, the remaining Trustee or Trustees may fill such vacancy pending qualification, as provided in (e) of this Section, of the person entitled so to do.

(d) The Trustees may contract, in connection with the incurring of any indebtedness or obligation related to the Trust Estate and/or its revenues, or any part of either or both, that Temporary Trustees, residents of the State of Oklahoma, and approved by the District Court of Carter County, or a Judge of said court, may be appointed to act in place and instead of permanent Trustees in relation to the Trust Estate or any part thereof, in such number that such Temporary Trustees may constitute all or a majority of the Trustees in relation to the Trust Estate or any part thereof, in the event of a default in the performance of such obligations or the payment of the principal of and interest on any debt

incurred in relation to the Trust Estate or any portion thereof or compliance with the terms of any instrument securing such debt or pursuant to which such debt be incurred. Any such contract, if made, shall provide that any such appointment shall designate the permanent Trustee to be so temporarily supplanted. Each such Temporary Trustee so appointed shall, after having qualified as provided in (e) of this Section, supplant in all respects the permanent Trustee so designated in relation to the Trust Estate or that portion thereof for which such Temporary Trustee was appointed; and, during the term of any such Temporary Trustee, the permanent Trustee so supplanted shall be wholly without authority, duty or liability of any kind in relation to the Trust Estate or said portion thereof, under the terms of this instrument. All Temporary Trustees shall cease to have any power or authority upon the termination of all defaults by which their appointments would have been authorized, and, automatically, the permanent Trustees supplanted shall be reinstated.

(e) All Trustees, and all Temporary Trustees appointed hereunder, shall qualify by subscribing and filing such oaths as shall be required by law of public officers of the State of Oklahoma.

(f) The acceptance of the office of Trustee of this Trust shall not constitute the Trustees hereunder, permanent, or temporary, or both, to be in partnership or association, but each shall be an individual and wholly independent Trustee only.

(g) Notwithstanding any provision of this instrument which shall appear to provide otherwise, no Trustee or Trustees shall have any power or authority to bind or obligate any other Trustee, or the Beneficiary of this Trust, in the other Trustee's or the Beneficiary's individual capacity.

(h) All persons, firms, associations, trusteeships, corporations, municipalities, governments, and all agents, agencies and instrumentalities thereof, contracting with any Trustee or Trustees, permanent or temporary or both, shall take notice that all expenses and obligations, and all debts, damages, judgments, decrees or liabilities incurred by any Trustee or Trustees, permanent or temporary or both, and any of the foregoing incurred by any agent, servant or employee of any such Trustee or Trustees, in the execution of the purposes of this Trust, whether arising from contract or tort, shall be solely chargeable to, and payable out of the Trust Estate. In no event shall any Trustee, permanent or temporary, or the Beneficiary of this Trust, be in any manner individually liable for any injury or damage to persons or property, or for breach of contract or

obligation caused by, arising from, incident to, or growing out of the execution of this Trust; nor shall they, or any of them, be liable for the acts or omissions of each other or of another such Trustee; PROVIDED, however, that the foregoing shall not apply to any willful or grossly negligent breach of trust of any said Trustee.

(i) Any Trustee of this Trust may be removed for cause, including incompetency, neglect of duty, or malfeasance in office, by the District Court of Carter County, Oklahoma. A Trustee shall be relieved of authority to act on behalf of the trust while removal proceedings are pending. Upon removal from position as Trustee, that position shall be deemed vacant and a replacement Trustee shall be appointed as provided in (a) of this Section for the balance of the unexpired term.

VII

POWERS AND DUTIES OF TRUSTEES

Subject to, and in full compliance with, all requirements of law applicable to this Trust or to the Trustees thereof:

(a) The Trustees, in the manner hereinafter set forth, shall do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes enumerated in Section III of this instrument, with the general authority hereby given being intended to make fully effective the power of the Trustees under this instrument; and, to effectuate said purposes, the Trustees are specifically authorized (but their general powers not limited thereby, notwithstanding any specific enumeration or description), in a lawful manner:

(a-1) To enter in and conduct and execute, apply for, purchase or otherwise acquire franchises, property (real or personal), contracts, leases, rights, privileges, benefits, choses in action, or other things of value, and to pay for the same in cash, with bonds or evidence of indebtedness, or otherwise;

(a-2) To own, hold, manage, and in any manner to convey, lease, assign, liquidate, dispose of, compromise or realize upon, any property, contract, franchise, lease, right, privilege, benefit, chose in action, or other thing of value, and to exercise any and all power necessary or convenient with respect to the same;

(a-3) To guarantee, acquire, hold, sell, transfer, assign, encumber, dispose of, and deal in, the stocks, bonds, debentures, shares or evidences of interest or indebtedness in or of any sovereignty, government, municipality, corporation, association, trusteeship, firm or individual, and to enter into and perform any lawful contract in relation thereto, and to exercise all rights, powers and privileges in relation thereto, to the same extent as a natural person might or could do; and the foregoing shall include (without limitation by reason of enumeration), the power and authority to guarantee or assume, out of distributive funds of the Trust, the payment of any part or all of the principal of and/or interest on any bonded indebtedness of the Beneficiary during any part or all of the term of any such bonded indebtedness, and to fully perform any such contract;

(a-4) To enter into, make and perform contracts of every lawful kind or character, including (but not limited to), management contracts, with any person, firm, association, corporation, trusteeship, municipality, government, or sovereignty; and, without limit as to amount, to draw, make, accept, endorse, assume, guarantee, discount, execute and issue, promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures and any other negotiable or non-negotiable or transferable or non-transferable instruments, obligations, and evidences of unsecured or secured indebtedness, and if secured by mortgage, deed of trust, or otherwise, secured by all or any part or parts of the property of the Trust, and to pledge all or any part of the income of the Trust, in the same manner and to the same extent as a natural person might or could do. The Trust shall not create an indebtedness or obligation until the indebtedness or obligation has been approved by a two-thirds (2/3) vote of the City Commission of the City of Ardmore, Oklahoma.

(b) The Trustees shall collect and receive all property, money, rents, and income of all kinds belonging to or due the Trust Estate, and shall use the same solely for the purposes, and the furtherance of the purposes, set forth in Section III of this instrument, and not otherwise. Without limiting the foregoing provisions of this paragraph, none of the net earnings or income derived from or accruing to the Trust Estate, nor any part of the Trust Estate, in any instance beyond that necessary to pay the principal of and interest on indebtedness incurred for purposes set forth in Section III of this instrument and to pay the costs and expenses of implementation of said purposes, shall inure to the benefit of any person or entity other than the Beneficiary.

(c) The Trustees shall take and hold title to all property at any time belonging to the Trust in the name of the Authority and shall have and exercise exclusively the management and control of the same, for the use and benefit of the Beneficiary, as provided herein, in the execution of the purposes of this Trust; and the right of the Trustees to manage, control and administer the said Trust, its property, assets and business shall be absolute and unconditional and free from any direction, control or management by the Beneficiary, or any person or persons whomsoever.

(d) The Trustees may employ such agents, servants, and employees as they deem necessary, proper, or convenient for the execution of the purposes of this Trust and prescribe their duties and fix their compensation.

(e) The Trustees may contract for the furnishing of any services or the performance of any duties that the Trustees deem necessary, proper or convenient to the execution of the purposes of this Trust, and shall pay for the same as they see fit to provide in such a contract.

(f) The Trustees, by Resolution, may divide the duties of the Trustees hereunder, delegating all or any part of such duties to one or another of the Trustees as they deem proper; but, where a specific duty is not so delegated, a majority of the Trustees must act for the Authority.

(g) The Trustees shall, in the name of the Trust as hereinabove set forth, bring any suit or action, which, in their judgment, shall be necessary or proper to protect the interests of the Trust, or to enforce any claim, demand or contract for the Trust or for the benefit of the Trust; and they shall defend, in their discretion, any action or proceeding against the Trust or the Trustees or agents, servants or employees thereof. And the Trustees are expressly authorized, in their discretion, to bring, enter, prosecute, or defend any action or proceeding in which the Trust shall be interested, and to compromise any such action or proceeding and discharge the same out of the Trust property and assets; and the Trustees also are expressly authorized to pay or transfer out of the Trust property or assets such money or property as shall be required to satisfy any judgment or decree rendered against them as Trustees, or against the Trust, together with all costs, including court costs, counsel and attorneys' fees, and also to pay out of the Trust property and assets such sums of money, or transfer appropriate property or assets of the Trust, for the purpose of settling, compromising, or

adjusting any claim, demand, controversy, action or proceedings, together with all costs and expenses connected therewith; and all such expenditures and transfers shall be treated as proper expenses of executing the purposes of this Trust. Provided: No judgment against a Trustee shall be satisfied from the Trust assets where the judgment arises from a Trustee acting outside the course and scope of their authority as Trustee.

(h) No bond shall be required of the Trustees, or any of them, unless they shall deem the same proper and shall provide therefor by Resolution.

(i) Except as otherwise permitted by law, all proceedings of the Trustees shall be taken in public meeting only, and the Trustees shall make, or cause to be made, a written record of all their proceedings. All records of the Trust shall be subject to inspection during customary business hours as are public records of the Beneficiary in compliance with the Oklahoma Open Records Act.

(j) At their first meeting, the Trustees shall designate the principal office of the Trust; and they also shall designate the time and place for regular meetings of the Trustees. The time and place of regular meetings shall not be changed unless at a meeting where all incumbent Trustees are present. Notice shall be required for the holding of meetings of the Trustees in accordance with the Oklahoma Open Meeting Act. Special meetings may be held upon such call as shall be fixed by Resolution of the Trustees adopted at a meeting where all incumbent Trustees are present. The Trustees shall cause to be filed, in the office of the Clerk of the Beneficiary, a certificate designating the principal office of the Trust and the time and place of regular meetings of the Trustees; and any changes therein shall be filed in like manner.

(k) The Trustees shall provide quarterly financial statements and the annual audit to the Ardmore City Commission. The Trustees shall provide a report of its activities to the City Commission on an annual basis.

(l) The Trustees may, by resolution passed by a majority of the Voting Trustees, designate one or more committees, each consisting of no more than three of the Voting Trustees. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Trustees. The powers of the committees shall be limited to fact-finding, advisory, informational, or recommendatory actions. Each committee may determine the procedural rules for meeting and conducting its business and

shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; Minutes of each committee meeting shall be prepared, approved by the chairman of the meeting and filed with the Secretary of the Trust.

VIII

BENEFICIARY

(a) The term "Beneficiary", as used in this instrument, shall denote the incorporated

CITY OF ARDMORE, OKLAHOMA

and likewise, shall denote any municipal entity which hereafter may succeed said City as the governing authority of the territory lying within the boundaries of said City on the effective date of this instrument.

(b) The Beneficiary shall have no legal claim or right to the Trust Estate, or to any part thereof, against the Trustees or anyone holding under them; neither shall the Beneficiary, as such, have any authority, power or right whatsoever to do or transact any business whatsoever for, or binding upon, the Trustees or the Trust Estate; neither shall the Beneficiary have the right to control or direct the actions of the Trustees in respect of the Trust Estate, or any part thereof; nor shall the Beneficiary have any right to demand or require any partition or distribution of the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate. Notwithstanding anything in the aforesaid appearing to be to the contrary, no provision in this instrument and/or of the Acceptance of Beneficial Interest thereunder by the governing body of the said Beneficiary, limiting, restricting or denying any authority, power, or right of the Beneficiary of said Trust in relation to the administration thereof is intended, or shall be construed or interpreted, to effect a surrender, or to attempt to effect a surrender, of any of the sovereign governmental powers of the State of Oklahoma or of the Beneficiary; but any and all provisions of this Trust instrument are intended, and shall be applied, to relate solely and only to the proprietary rights and property interests of the said

Beneficiary, in trust, as distinguished from its sovereign governmental powers and authority.

Notwithstanding anything in the aforesaid appearing to be to the contrary, no provision in this instrument and/or of the Acceptance of Beneficial Interest thereunder by the governing body of the said Beneficiary, limiting, restricting or denying any authority, power, or right of the Beneficiary of said Trust in relation to the administration thereof is intended, or shall be construed or interpreted, to effect a surrender, or to attempt to effect a surrender, of any of the sovereign governmental powers of the State of Oklahoma or of the Beneficiary; but any and all provisions of this Trust instrument are intended, and shall be applied, to relate solely and only to the proprietary rights and property interests of the said Beneficiary, in trust, as distinguished from its sovereign governmental powers and authority. Moreover, it further is agreed that nothing contained in this Declaration of Trust and/or in the Acceptance of Beneficial Interest thereunder shall be construed, interpreted or applied as intending to grant, or to grant to the Trustees hereunder an exclusive franchise in relation to any powers, rights or authority of the Trustees under this Trust instrument.

(c) The Beneficiary shall have no legal claim or right to the Trust Estate, or to any part thereof, against the Trustees or anyone holding under them; neither shall the Beneficiary, as such, have any authority, power or right whatsoever to do or transact any business whatsoever for, or binding upon, the Trustees or the Trust Estate; neither shall the Beneficiary have the right to control or direct the actions of the Trustees in respect of the Trust Estate, or any part thereof; nor shall the Beneficiary have any right to demand or require any partition or distribution of the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate. Notwithstanding anything in the aforesaid appearing to be to the contrary, no provision in this instrument and/or of the Acceptance of Beneficial Interest thereunder by the governing body of the said Beneficiary, limiting, restricting or denying any authority, power, or right of the Beneficiary of said Trust in relation to the administration thereof is intended, or shall be construed or interpreted, to effect a surrender, or to attempt to effect a surrender, of any of the sovereign governmental powers of the State of Oklahoma or of the Beneficiary; but any and all provisions of this Trust instrument are intended, and shall be applied, to relate solely and only to the proprietary rights and property interests of the said Beneficiary, in trust, as distinguished from its sovereign governmental powers and authority. Moreover, it further is agreed that nothing contained in this Declaration of Trust and/or in the Acceptance of Beneficial Interest thereunder shall be construed, interpreted or applied as intending to grant, or to grant to the Trustees hereunder an exclusive franchise in relation to any powers, rights or authority of the Trustees under this Trust instrument.

IX

TERMINATION AND AMENDMENT

(a) This Trust shall be irrevocable by the Trustor and shall terminate:

(1) When the purposes set forth in Section III of this instrument shall have been fully executed and fulfilled.

(2) In the event of the happening of any event or circumstance that would prevent said purposes from being executed and fulfilled AND all of the Trustees and the governing body of the City having beneficial interest hereunder, with the approval of the Governor of the State of Oklahoma, shall agree that such

event or circumstance has taken place; PROVIDED, however, that all indebtedness of the Trust shall have been paid; or

(3) In the manner provided by Title 60, Section 180, Oklahoma Statutes 2011; PROVIDED, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed-term obligations of the Trustees, unless all owners of such indebtedness or obligations, or someone authorized by them so to do, shall have consented in writing to such termination.

(4) Any amendments to this Trust shall be approved by a two-thirds (2/3) majority vote of the Trustees of the Trust and by a two-thirds (2/3) majority vote of the City Commission of the City of Ardmore, Oklahoma.

(b) Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of the Trust, and, after payment of all debts and obligations out of Trust assets, to the extent thereof, shall distribute the residue of the Trust assets to the Beneficiary hereunder as provided in Section III of this instrument. Upon final distribution as aforesaid, the powers, duties and authority of the Trustees hereunder shall cease.

X

PARTIAL INEFFECTIVENESS

The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, subsections, or sections of this instrument shall not affect the remaining portions hereof so long as such remaining portions shall constitute a rational instrument. Any such invalid or ineffective portion was inserted conditionally upon its being valid and effective only; and this instrument shall be construed as though such invalid or ineffective portion had not been inserted herein.

XI

COVENANT

The provisions hereof shall be binding upon the undersigned, their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands, executing this Declaration of Trust in several multiple originals, all of which constitute one and the same instrument, this _____ day of _____, 2020.

Trustor

Trustees

ACCEPTANCE OF BENEFICIAL INTEREST

On this _____ day of _____, 2020, pursuant to a Resolution duly adopted by the City Commission of the City of Ardmore, Oklahoma, the governing body of said City hereby accepts, for and on behalf of said City, the beneficial interest in the trust created by the within and foregoing Declaration of Trust, in all respects in accordance with the terms of said Declaration of Trust.

CITY OF ARDMORE, OKLAHOMA

By _____
Mayor

ATTEST: (Seal)

City Clerk

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF CARTER)

On this _____ day of _____, 20____, before me the undersigned Notary Public in and for said County and State, personally appeared

_____, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Notary Public

(Seal)

My Commission Expires:

My Commission Number:

CERTIFICATE

I, the undersigned City Clerk of the City of Ardmore, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the instrument creating The HFV Wilson Center Trust Authority, a public trust, as the same appears on file in my office as a part of the official records thereof.

City Clerk, City of Ardmore, Oklahoma

(Seal)

Lease Agreement

This Lease Agreement ("Lease") is made and effective _____, 2021, by and between CITY OF ARDMORE OKLAHOMA ("Lessor") and the ARDMORE PUBLIC WORKS AUTHORITY, A PUBLIC TRUST ("Lessee" or "APWA").

Lessor is the owner of land and improvements commonly known as HFV Wilson Center located at 625 E. Main Ardmore Oklahoma 73401. (LEASED PREMISES) The legal description of the LEASED PREMISES is attached hereto as exhibit A. Lessee is a public trust created under 60 Oklahoma Statutes Sections 176, et. seq. with the City of Ardmore as sole beneficiary of the Trust. To facilitate operation, maintenance and public use of the LEASED PREMISES the City Commission of the City of Ardmore has determined it necessary and expedient to transfer possession and responsibility for the LEASED PREMISES to the Ardmore Public Works Authority.

Lessor desires to lease the LEASED PREMISES to Lessee and Lessee desires to lease the LEASED PREMISES from Lessor for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term.** The term of the Lease Agreement shall begin on July 1, 2021, and ends on the 30th day of June, 2026 ("Primary Term"). Unless either Lessee or Lessor provides 90 days written notice of intent not to renew then this Lease will continue with an additional five (5)-year extension (five (5)-year period hereinafter referred to as an "Extension Term"), unless this agreement is terminated pursuant to terms herein. The terms and conditions applicable during any Extension Term shall be the same as the

terms included herein.

2. **Rent.** Lessee shall pay to Lessor rent during the initial term and during any renewal period of the Lease the sum of Ten Dollars (\$10.00), per year, payable on July 1 of each year.

3. **Use.** Lessee shall use the LEASED PREMISES for the purposes of operating recreational and public service functions, providing activities related to youth programs and recreation, education and community awareness. Lessee shall not use the LEASED PREMISES for any other purpose except by written consent of Lessor. The City Commission of the City of Ardmore determines that the use of the property by the Trust constitutes a public purpose in serving the citizens of the City of Ardmore. In using the LEASED PREMISES, Lessee shall comply with all applicable federal laws, laws of the State of Oklahoma and all applicable ordinances and regulations of Carter County and Lessor.

4. **Sublease and Assignment.** Lessee shall not sublease all or any part of the LEASED PREMISES or assign this Lease, in whole or in part, without the written consent of Lessor. Lessor hereby consents to a sub-lease of the premises to HFV Wilson Community Center Trust Authority by the Lessee.

5. **Utilities.** Lessee shall contract for and pay all charges for utility services at the LEASED PREMISES including, but not limited to, sewer, gas, electricity, water, natural gas, garbage, trash, telephone and other services and utilities as may be used by Lessee on the LEASED PREMISES unless otherwise expressly agreed in writing by Lessor and. the Lessee.

6. **Entry.** Lessor shall have the right to enter upon the LEASED PREMISES at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's or any Sub-Lessee's business on the LEASED PREMISES.

7. **LEASED PREMISES Rules.** Lessee will comply with the rules of the LEASED PREMISES adopted and/or altered by Lessor from time to time and will cause all of its agents, employees,

invitees and visitors to do so. All changes to such rules will be sent by Lessor to Lessee in writing. Lessee shall not conduct or permit any activities on the LEASED PREMISES which violate any federal, state or local laws. Storage of any combustible materials will be subject to approval by the Ardmore Fire Department.

8. Repairs. Lessee shall at its own expenses make all necessary repairs to the Premises. Such repairs shall include routine repairs of floors, walls, ceilings, and other parts of the LEASED PREMISES damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

9. Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Premises, including without limitation the selection, delivery, possession, use, operation, or return of the Premises. Lessee shall provide proof of liability insurance during the term of the Lease, including any extensions of the Lease in an amount equal to or greater than the coverage Governmental Tort Claims Act as set forth in paragraph below.

10. Lease Authority. This lease is entered into between Lessor and Lessee at a nominal lease amount in order to provide support for HFV Wilson Center which provides recreational and cultural services to the community as a public purpose.

11. Non-Discrimination. Lessee represents and agrees it is Lessee's policy, and shall remain Lessee's policy, to operate the LEASED PREMISES so as not to discriminate against any employee or applicant for employment or any person or entity utilizing the LEASED PREMISES or utilizing any programs offered at the LEASED PREMISES, because of race, creed, color, religion, sex, sexual orientation, gender identity, national origin, age, citizenship

status, veteran status or disability

12. Notices. Any notice or other communication to be given under this Agreement shall be in writing and shall be sent to the parties at the following addresses:

Lessee:
Ardmore Public Works Authority, a public trust
PO Box 249
Ardmore, OK 73402
c/o General Manager

Lessor:
City of Ardmore, OK
PO Box 249
Ardmore, OK 73402
c/o City Manager

13. Capital Improvement Responsibilities. Lessee shall be responsible for (a) the day-to-day operating costs, janitorial costs and general clean up expenses for the LEASED PREMISES; (b) day-to-day maintenance of the LEASED PREMISES; and (c) capital maintenance expenses such as painting, interior and exterior doors and locks, glass breakage and routine roof repair. Lessee shall be responsible for capital improvements necessary to keep the LEASED PREMISES in the same condition as when completed by Lessor, ordinary wear and tear excepted. Lessor shall provide continuous all risks casualty and extended coverage insurance on the premises with coverage amount of full replacement value. Claims proceeds will be used by Lessor for any repairs necessitated by casualty loss as provided herein. Lessor's responsibility for capital improvements shall include, without limitation, capital improvements to all of the building, parking areas, outdoor lighting and sidewalks, including repair of any structural defect (both interior and exterior)

14. Redecoration and Remodeling. During the Initial Term or any Extended Term, Lessee, at its sole expense and subject to the prior approval of Lessor, which approval shall not be

unreasonably withheld, shall have the right and privilege to perform nonstructural redecoration and remodeling to the LEASED PREMISES from time to time as it will see fit so long as such actions do not impair the structural soundness nor diminish the value of the Leased Property. Ordinary maintenance items, including, but not limited to, painting, installation of lights, shelving, partitions, fixtures, signs and other improvements in, upon and about the LEASED PREMISES, as in Lessee's judgment may be necessary or desirable in the conduct of its operation, shall not be subject to prior approval by Lessor.

15. Definitions. For the purposes of this Lease, and as used elsewhere in this Lease Agreement, the following words and terms shall have the following meanings: (i) "day-to-day operating costs" shall mean and refer to all daily expenses related to using or conducting business on the LEASED PREMISES; (ii) "day-to-day maintenance" shall mean and refer to all actions necessary for the daily upkeep of the LEASED PREMISES; (iii) "capital expenses" shall mean and refer to all expenses necessary to provide a "capital improvement" or "capital improvements" to the LEASED PREMISES; and (iv) "capital improvement" or "capital improvements" shall mean and refer to permanent, long-term betterments of the LEASED PREMISES, including, without limitation, roof replacement, heat and air conditioning replacement, major plumbing repairs or replacement.

16. Insurance.

16.1 Before this Lease Agreement may become effective, Lessee shall provide Lessor with a certificate of insurance evidencing Lessee's coverage for Lessee's personal property on the LEASED PREMISES.

16.2 Prior to its occupancy of the LEASED PREMISES, the Lessee shall obtain and furnish to Lessor current copies of certificates of insurance as set forth below. The required

insurance shall be maintained in full force and effect for the initial time of the Lease and any extended terms. The Lessee shall maintain insurance, written with an insurance company acceptable to Lessor, for the coverages and amounts of coverages not less than those set forth below. The insurance certificates shall provide that there may be no termination, non-renewal or modification of such coverage without thirty (30) days prior written notice to Lessor, in conformance with the provisions of this Lease Agreement. The amounts of such coverage shall be:

16.2.1 All risk property insurance for personal property in an amount equal to the full replacement value of Lessee's property on the LEASED PREMISES.

16.2.2 Adequate workers' compensation coverage to comply with state laws and employer's liability coverage in the minimum amount of \$100,000.

16.2.3 Commercial general liability coverage sufficient to meet the Lessor' maximum ability under the Government Tort Claims Act (51 O.S. 151 et seq.) and any amendment or addition thereto. The current required minimum commercial general liability coverage is: \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. Lessor shall provide continuous all risks casualty and extended coverage insurance on the premises with coverage for full replacement value and Lessee will be named as Additional Insured on the policy. Lessee shall carry the same coverage on its contents on the premises. Claims proceeds will be used by Lessor and Lessee for any repairs necessitated by casualty loss as provided in this Lease.

17. Destruction of LEASED PREMISES. In the event the LEASED PREMISES should be partially destroyed as a result of fire or other casualty, regardless of the cause, then Lessor will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of

insurance proceeds, or within such longer period of time as may be necessary for Lessor to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty, or if Lessor is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. Lessor will have no interest or claim to any portion of the proceeds of any insurance carried by Lessee on Lessee's personal property, and Lessee will have no interest in any portion of the proceeds of any insurance carried by Lessor or Lessor's property except the obligation of Lessor to use the insurance proceeds for repair of the LEASED PREMISES. Notwithstanding the foregoing provisions of this Section , it is expressly understood and agreed that any promise of Lessor hereunder to build, rebuild, or replace the LEASED PREMISES in the event of destruction thereof shall be subject to the availability of sufficient insurance proceeds for such purposes and that if Lessor does not have sufficient insurance proceeds therefore, then the LEASED PREMISES will not be built, rebuilt, or replaced by Lessor and this lease shall be cancelled upon notice by Lessor to Lessee of its financial inability to repair or replace the building. .

Default and Termination of Lease.

18. Lessee's Default; Lessor's Right to Terminate on Default. In the event Lessee should (i) default in payment of rent or (ii) make a misrepresentation, breach of warranty or default in fulfillment of any of the covenants, warranties or agreements of this Lease, Lessor may terminate this lease without further obligation to Lessee. To exercise such right of termination, Lessor will give Lessee written notice of such default by certified mail, and Lessee will have thirty (30) days from the date of receiving such notice to correct same. Should Lessee fail to correct such default in said thirty (30) day period, Lessor may, in addition to all other rights available to Lessor under Oklahoma law, at its option, terminate this Lease.

19. Lessee's Use and Enjoyment Subject to Further Regulation and Control by Lessor to Extent Required by Law.

Lessee's use and enjoyment of the LEASED PREMISES shall be subject to further regulation and control by Lessor, but only to the extent, if any, determined by a court of competent jurisdiction to be essential to the legal validity hereof. The provisions of this Section shall be cumulative of and in addition to all other provisions of this Lease relating to Lessor's control of the use and enjoyment of the LEASED PREMISES by Lessee.

20. Redelivery of LEASED PREMISES. Lessee shall, at the termination or expiration of this Lease Agreement or any extension thereof, peacefully quit, surrender and deliver up to Lessor, its successors or assigns, the LEASED PREMISES in good condition, with the exception of usual wear and tear.

21. Holding Over. In the event the Lessee remains in possession of the LEASED PREMISES after expiration of this Lease Agreement without the execution of a new lease, Lessee shall be deemed to be occupying the LEASED PREMISES as a tenant from month to month subject to all the conditions, provisions and obligations of this Lease Agreement insofar as the same are applicable to a month to month tenancy, provided that the rent payable under this Lease Agreement will be calculated and paid on the same basis as in effect on the date of expiration.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless in writing and signed by both parties. IN WITNESS WHEREOF, the parties have executed this Lease on _____ 2021.

CITY OF ARDMORE, OKLAHOMA, LESSOR

By: _____
Mayor

Attest:

City Clerk

ARDMORE DEVELOPMENT AUTHORITY, LESSEE

By: _____
Chairman