

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

DEC 29 2015

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

CRAIG IMMEL,)
)
Plaintiff,)
)
vs.) Case No. CV-2015-00902
)
TULSA PUBLIC FACILITIES) Judge Jefferson D. Sellers
AUTHORITY,)
)
Defendant.)

**DEFENDANT'S ANSWER TO PLAINTIFF'S PETITION AND DEFENDANT'S
COUNTERCLAIM FOR DECLARATORY JUDGMENT**

The Defendant, Tulsa Public Facilities Authority, an Oklahoma Public Trust ("TPFA"), hereby voluntarily appears by and through Gerald M. Bender, Litigation Division Manager for the City of Tulsa, and Stephan A. Wangsgard, Assistant City Attorney, and except for those allegations expressly admitted, denies each and every allegation of Plaintiff's Petition. TPFA further responds to the individual paragraphs of the Petition as follows:

ANSWER OF TPFA

I. PLAINTIFF'S INTRODUCTION

In answer to the first unnumbered paragraph under "I. Introduction" of Plaintiff's Petition, TPFA admits Plaintiff is requesting a Temporary Injunction to delay a final decision by TPFA to proceed with further negotiations or contract approval of a Lease Agreement or Purchase and Sale Agreement regarding park land at the intersection of 71st Street and Riverside Drive in Tulsa, Oklahoma. TPFA denies that Plaintiff is entitled to any such relief. TPFA is without sufficient information to answer the remaining allegations of the first unnumbered paragraph of Plaintiff's Petition and denies same.

2. In answer to the second unnumbered paragraph under “I. Introduction” of Plaintiff’s Petition, TPFA admits Plaintiff is requesting a Temporary Injunction to allow ninety (90) days for public inspection of documents related to the subject Property as Plaintiff describes in this paragraph. TPFA denies that Plaintiff is entitled to such a delay. TPFA specifically denies that Plaintiff is entitled to any legal opinions or analysis on which TPFA is relying to support its legal right to convey the subject property to a private developer.

II. PLAINTIFF’S STATEMENT OF FACTS

3. In answer to paragraph “II. (A) Statement of Facts” of Plaintiff’s Petition, TPFA admits and affirmatively states that on August 11, 2015 in a Special Meeting, TPFA approved a Purchase and Sale Contract to sell and convey a portion of the subject Property approximately 8.8 acres in size at the southwest corner of 71st Street and Riverside Drive to a private developer. TPFA also admits that the subject Property is within the area shown as Helmerich Park on maps of Tulsa Parks. TPFA denies the remaining allegations of paragraph II. (A) of Plaintiff’s Petition.

4. In answer to paragraph “II. (B) Statement of Facts” of Plaintiff’s Petition, TPFA admits that it is a Public Trust established under Title 60, Section 176 *et seq* of the Oklahoma Statutes. TPFA affirmatively states that the City of Tulsa is its sole beneficiary. TPFA further admits that it is subject to the requirements of the Oklahoma Open Meeting Act and the Oklahoma Open Records Act. TPFA denies all remaining allegations of paragraph II. (B) of Plaintiff’s Petition.

5. In answer to paragraph “II. (C) Statement of Facts” of Plaintiff’s Petition, TPFA admits it acquired the subject property on or about June 4, 1991, but is without sufficient information to confirm Plaintiff’s “stated dual intent.” TPFA further admits the acquisition

effort was led by Walt Helmerich, who is also the namesake of Helmerich Park and served as Chairman of the City of Tulsa's Park and Recreation Board. The remaining allegations of paragraph II. (C) of Plaintiff's Petition are denied.

6. In answer to paragraph "II. (D) Statement of Facts" of Plaintiff's Petition, TPFA is without sufficient information of the "anecdotal evidence, written statements and overwhelming historical media reports" regarding the alleged process of acquiring the subject Property to which Plaintiff refers and therefore denies same.

7. In answer to paragraph "II. (E) Statement of Facts" of Plaintiff's Petition, TPFA admits that Helmerich led a fundraising effort in which numerous individuals, charitable foundations and corporations donated \$2.25 million to match \$2.25 million of City of Tulsa funds, and the property was acquired with that pooled money.

8. In answer to paragraph "II. (F) Statement of Facts" of Plaintiff's Petition, TPFA is without sufficient information to answer the allegations of paragraph II. (F) of Plaintiff's Petition and therefore denies same.

9. In answer to paragraph "II. (G) Statement of Facts" of Plaintiff's Petition, TPFA admits that on January 12, 1988 a Restriction Agreement was filed in the land records of Tulsa County restricting the use of "Tract H" for "a period of ninety-nine (99) years to passive recreational facilities with vehicular access for emergency and maintenance vehicles only." TPFA affirmatively states that "Tract H" is not the subject Property at issue in this lawsuit. TPFA admits that an abstract of title in its possession is subject to public inspection. TPFA is without sufficient information to answer the remaining allegations of paragraph II. (G) of Plaintiff's Petition and therefore denies same.

10. In answer to paragraph “II. (H) Statement of Facts” of Plaintiff’s Petition, TPFA asserts that the “Approved Minutes” of May 20, 2015 of the Tulsa Municipal Area Planning Commission (“TMAPC”) speaks for itself. TPFA admits that the TMAPC agenda and TPFA agendas referenced by Plaintiff read as stated by Plaintiff. TPFA is without sufficient information to answer the remaining allegations of paragraph II. (H) of Plaintiff’s Petition and therefore denies same.

11. In answer to paragraph “II. (I) Statement of Facts” of Plaintiff’s Petition, TPFA is without sufficient information to answer the allegations of paragraph II. (I) of Plaintiff’s Petition and therefore denies same.

12. In answer to paragraph “II. (J) Statement of Facts” of Plaintiff’s Petition, TPFA admits Plaintiff filed a “Request for Inspection or Copying of City Public Records” with the City of Tulsa City Clerk on or about August 10, 2015 seeking information on the subject Property and the proposed sale pursuant to the Oklahoma Open Records Act. TPFA is without sufficient information to answer the remaining allegations of paragraph II. (J) of Plaintiff’s Petition and therefore denies same.

III. PLAINTIFF’S ARGUMENT AND AUTHORITIES

13. In answer to paragraph “III. (A) Argument and Authorities” of Plaintiff’s Petition, TPFA denies that Plaintiff meets the legal criteria or any basis for temporary injunctive relief.

14. In answer to paragraph “III. (B) Argument and Authorities” of Plaintiff’s Petition, TPFA denies the allegations.

15. In answer to paragraph “III. (C) Argument and Authorities” of Plaintiff’s Petition, TPFA denies the allegations.

16. In answer to paragraph “III. (D) Argument and Authorities” of Plaintiff’s Petition, TPFA denies the allegations.

IV. PLAINTIFF’S CONCLUSION

17. In answer to the unnumbered paragraph under “V. (sic) Conclusion” of Plaintiff’s Petition, TPFA denies the allegations.

AFFIRMATIVE DEFENSES

TPFA’s defenses include, but are not limited to:

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. TPFA incorporates its defenses and objections raised in its Answer to the Petition.
3. Plaintiff’s claims may be barred in whole or in part by estoppel, waiver, and/or laches.
4. Plaintiff’s claim is moot.
5. TPFA incorporates its Counterclaim for Declaratory Judgment.

TPFA reserves the right to amend its answers and affirmative defenses up to and including at the time of Pretrial as appropriate and as justice requires. TPFA may amend its answers and defenses in and during Discovery rather than filing a formal pleading.

WHEREFORE, Tulsa Public Facilities Authority requests that the Plaintiff take nothing by way of his Petition and that the Court dismiss Plaintiff’s Petition and award judgment to Tulsa Public Facilities Authority with costs and any other such relief as the Court deems appropriate.

**COUNTERCLAIM OF TULSA PUBLIC FACILITIES AUTHORITY FOR
DECLARATORY JUDGMENT**

Defendant, Tulsa Public Facilities Authority, an Oklahoma Public Trust ("TPFA"), submits this counterclaim for declaratory relief to the Court pursuant to 12 O.S. § 2013(A) and 12 O.S. § 1651 *et seq.* In support, TPFA alleges as follows:

I. JURISDICTION AND VENUE

1. TPFA is a public trust established under the Oklahoma Public Trust Act, 60 O.S. § 176 *et seq.*, with its principal office and place of business in Tulsa County, Oklahoma. The City of Tulsa is its sole beneficiary.

2. Based on information and belief, Plaintiff is a resident of Tulsa County.

3. As a citizen of the City of Tulsa who may use the subject property, Plaintiff is an appropriate representative in this action for the potentially numerous citizens of the City of Tulsa similarly situated.

4. The events giving rise to this dispute occurred in Tulsa County, Oklahoma. The subject property is located in Tulsa County, Oklahoma. The Court has jurisdiction over the parties pursuant to 12 O.S. § 2004(F), and venue is proper pursuant to 12 O.S. § 133.

II. STATEMENT OF FACTS

5. Among the purposes of TPFA are to provide, assist and encourage development of real, personal and mixed properties as necessary and/or convenient to the performance of any governmental or proprietary purposes of the City of Tulsa, including the express purpose to dispose of properties no longer needful for trust purposes owned by the Trust. *See* Title 39, Tulsa Revised Ordinances, Chapter 16, Appendix II – Amendment No. One to the Trust Indenture Creating the Tulsa Civic Authority Changing Name to Tulsa Public Facilities Authority and Amending the Purposes of the Trust (Sections 1603, 1604, 1605, and 1606),

Article III, Purposes of the Trust, including subparts (4) and (7). (A certified copy is attached hereto as Exhibit 1 to aid the Court).

6. Public trusts are authorized and administered according to § 176 *et seq* of Title 60 of the Oklahoma Statutes. As such, TPFA is presumed to be a separate legal entity from its sole beneficiary, the City of Tulsa (§ 176.1(A)(2)), and its affairs are separate and independent from the City of Tulsa (§ 176.1(D)).

7. In 1991, TPFA acquired a vacant tract of land, approximately 67.3 acres in size, along the east bank of the Arkansas River, south and west of 71st Street and Riverside Drive in Tulsa, Oklahoma (the “Property”).

8. Current improvements on the subject Property are volleyball courts, a playground, a restroom building, picnic tables, trash cans and grills. The remainder is undeveloped. The Property is included on City of Tulsa park maps as Helmerich Park. The subject Property includes Tulsa Parks’ signage. No portion of the subject Property has been dedicated as a park in any written instrument.

9. In July of 2013, TPFA approved the issuance of a Request for Proposals seeking development proposals on the subject Property. No viable proposals were received.

10. In 2014, a viable development proposal was received for a small portion of the northern part of the subject Property located on the southwest corner of 71st Street and Riverside Drive.

11. On July 16, 2015, the Tulsa City Council approved an amendment to the Tulsa Comprehensive Plan changing the Land Use designation of 12.31 acres at the southwest corner of 71st Street and Riverside Drive (including Tract A described below) from “Park and Open Space” to “Mixed-Use Corridor” and changing the Areas of Stability and Growth designation

from “Area of Stability” to “Area of Growth.” The Council has not formally adopted a Resolution declaring that Tract A is no longer needed for public use. (A certified copy of the Comprehensive Plan Amendment is attached hereto as Exhibit 2 to aid the court).

12. On August 11, 2015 in a Special Meeting, TPFA approved a Purchase and Sale Contract to sell and convey a portion of the subject Property approximately 8.8 acres in size at the southwest corner of 71st Street and Riverside Drive known as Tract A to a private developer. (See Exhibit 3, Amended Notice and Agenda of the Special Meeting of the Board of Trustees for August 11, 2015 and see Exhibit 4, TPFA, Special Meeting: August 11, 2015, Minutes).

13. On the same day of TPFA’s August 11, 2015 meeting, Plaintiff filed a Petition bringing this case in Tulsa County District Court requesting a temporary injunction. Plaintiff’s Petition questions TPFA’s legal right “to convey public property, currently used for a public purpose, to a private developer.” (See Petition, I. Introduction and II. Statement of Facts (A)).

III. STATEMENT OF CONTROVERSY

14. A controversy exists between the parties as follows:

(a) TPFA contends that it possesses the legal right and power pursuant to 60 O.S.

§ 176 *et seq* and the Trust Indenture to sell and convey Tract A to a private developer without the necessity of a City Council Resolution declaring that Tract A is no longer needed for public use.

(b) Plaintiff questions whether TPFA legally possesses the right to sell and convey Tract A to a private developer.

15. The TPFA Trust Indenture in pertinent part states: “To accomplish the Purposes of the Trust, . . . the Trustees shall have, . . . the following rights, powers, duties, authority, discretion and privileges: (4) . . . to enter into and execute contracts . . . and (5) . . . to lease,

improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all property in the Trust . . .” *See* Title 39, Tulsa Revised Ordinances, Chapter 16, Appendix I – Trust Indenture Tulsa Civic Center Authority, Art. VII, Powers and Duties of Trustees, including subparts (4) and (5). (Exhibit 1).

16. The TPFA Trust Indenture in pertinent part also states: “The purposes of this Trust are: (4) . . . to dispose of, rent or otherwise make provisions for properties owned by the Trust but no longer needful for Trust purposes and (7) [t]o enter into contracts with the City of Tulsa and other parties to carry out the purposes of this Trust.” *See* Title 39, Tulsa Revised Ordinances, Chapter 16, Appendix II – Amendment No. One to the Trust Indenture Creating the Tulsa Civic Authority Changing Name to Tulsa Public Facilities Authority and Amending the Purposes of the Trust (Sections 1603, 1604, 1605, and 1606), Article III, Purposes of the Trust, including subparts (4) and (7). (Exhibit 1).

IV. REQUEST FOR RELIEF

17. TPFA will suffer immediate damage and harm if it cannot exercise its legal right and power to sell and convey Tract A to a private developer.

18. Because of this controversy, a declaratory judgment is necessary and proper to determine the rights of TPFA with regard to conveyance of Tract A.

19. Accordingly, TPFA seeks judgment as follows:

- (a) Declaring that TPFA possesses the legal right and power to sell and convey Tract A to a private developer without the necessity of a formal resolution by the City Council that the property is no longer needed for public use.
- (b) Awarding costs and other relief to TPFA as the Court deems just and proper.

Respectfully Submitted,

CITY OF TULSA, OKLAHOMA
a municipal corporation

DAVID E. O'MEILIA
City Attorney

By: 

Stephan A. Wangsgard, OBA #18312

Assistant City Attorney

Gerald M. Bender, OBA #14471

Litigation Division Manager

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Tulsa, Oklahoma 74103

Telephone (918) 596-7717

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ATTORNEYS FOR DEFENDANT TULSA
PUBLIC FACILITIES AUTHORITY

CERTIFICATE OF SERVICE

I, Stephan A. Wangsgard, certify that on the 29th day of December, 2015 a true and correct copy of the above and foregoing document was sent via U.S. first class mail to the following recipient:

Craig Immel
4203 S. Cincinnati Avenue
Tulsa, Oklahoma 74105

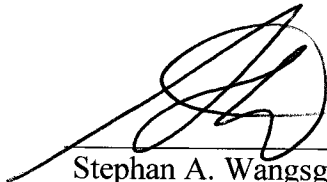

Stephan A. Wangsgard

EXHIBIT 1

INTER-OFFICE CORRESPONDENCE

From: Neal E. McNeill
City Attorney

Date: March 10, 1981

To: Board of Commissioners

Subject: Tulsa Civic Center Authority

*Ord. passed
& Trust
Indenture
accepted
3-10-81*

Ord 14980

Attached please find the Trust Indenture creating the Tulsa Civic Center Authority and an ordinance authorizing the approval of said Trust Indenture. After the Board's approval and execution, please return the original Trust Indenture to this office for recording.

/kg
Attachments

CITY OF TULSA
FILED
MAR 10 1981
A.M.
By FRANCIS F. CAMPBELL, City Auditor

*Orig & 1 copy to legal
Orig to be ret'd after
recording*



The City Clerk of the City of Tulsa, OK,
a Municipal Corporation, hereby certifies
that the foregoing is a true and correct
copy of attachment herewith set out as
appears of record in the City Clerk's Office,
175 E 2nd Street, Suite 260, Tulsa, OK,
this 20th day of November, 2015
by [Signature]
Deputy City Clerk

(Published in the Tulsa Daily Legal News,
March 10, 1981)

Passed
3-10-81

ORDINANCE NO. 14980

AN ORDINANCE ACCEPTING AND APPROVING THE
 TERMS AND CONDITIONS OF A TRUST INDENTURE
 CREATING THE TULSA CIVIC CENTER AUTHORITY;
 AUTHORIZING THE ACCEPTANCE OF THE BENEFICIAL
 INTEREST THEREIN BY THE EXECUTION OF SAID
 INDENTURE AND THE RECORDATION OF SAID INDENTURE
 IN THE OFFICE OF THE COUNTY CLERK OF TULSA
 COUNTY, OKLAHOMA; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS
 OF THE CITY OF TULSA, OKLAHOMA:

Section 1. That the Tulsa Civic Center Authority created by
 Trust Indenture dated March 10, 1981, an executed copy of which
 Trust Indenture is hereto attached, marked Exhibit "A" and made a
 part hereof, wherein James M. Inhofe, as Mayor of the City of Tulsa;
 Patty Eaton, as Commissioner of Waterworks and Sewerage; Jim
 Hewgley III, as Commissioner of Streets and Public Property;
 Robert H. Gardner, as Police and Fire Commissioner; and Ronald L.
 Young, as Commissioner of Finance and Revenue, are designated
 Trustees, and the City of Tulsa, Oklahoma, is designated as the
 sole beneficiary of said Tulsa Civic Center Authority, is hereby
 approved and the City of Tulsa hereby accepts the beneficial
 interest therein, and all of the terms and provisions of said
 Trust Indenture as authorized by the applicable statutes of the
 State of Oklahoma and the City of Tulsa hereby agrees to be and
 become the sole beneficiary of said Trust.

Section 2. The City of Tulsa hereby recognizes said Tulsa
 Civic Center Authority and the Trustees named in said Trust
 Indenture, and in all negotiations and instruments where the
 term "Tulsa Civic Center Authority" is used it shall be deemed
 and construed to mean the Trust above mentioned and described.

Section 3. The Mayor and the City Auditor of the City of
 Tulsa are hereby authorized, instructed and directed to endorse
 upon the original of said Trust Indenture the approval of the City
 of Tulsa of said Trust Indenture creating the Tulsa Civic Center
 Authority, and the City's acceptance of the beneficial interest
 therein, and to cause said Trust Indenture to be recorded in the
 Office of the County Clerk of Tulsa County, Oklahoma.

Section 4. An emergency is hereby declared to exist for
 the preservation of the public peace, health and safety, by reason
 whereof this Ordinance shall take effect immediately upon its
 passage, approval and publication.

PASSED, with the emergency clause ruled upon separately and
 approved this 10th day of March, 1981.

APPROVED, this 10th day of March, 1981.

ATTEST:

[Signature]
 City Auditor

[Signature]
 Mayor

APPROVED:

[Signature]
 City Attorney

TRUST INDENTURE
Tulsa Civic Center Authority

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST AGREEMENT AND INDENTURE, dated this 10th day of March, 1981, by FRANCIS F. CAMPBELL, Auditor of the City of Tulsa, Oklahoma, hereinafter referred to as "Trustor" and JAMES M. INHOFE, Mayor of the City of Tulsa; PATTY EATON, Commissioner of Waterworks and Sewerage; JIM HEWGLEY III, Commissioner of Streets and Public Property; ROBERT H. GARDNER, Police and Fire Commissioner; and RONALD L. YOUNG, Commissioner of Finance and Revenue; to be known as Trustees of the Tulsa Civic Center Authority and hereinafter referred to as "Trustees".

W I T N E S S E T H :

That in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars (\$10.00), the mutual covenants herein set forth, and other valuable considerations, the Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees thereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits and increases thereof unto the Trustees, and the successors and assigns of the Trustees, but nevertheless in trust, for the use and benefit of the City of Tulsa, Oklahoma, a municipal corporation, hereinafter referred to as the "Beneficiary", and upon the following trusts, terms and conditions herein stated.

ARTICLE I

Creation of Trust

The undersigned Trustor creates and establishes a trust for the use and benefit of the City of Tulsa, Oklahoma, and

EXHIBIT "A"

for the purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes, Section 176 et seq., as amended, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

ARTICLE II

The Name

The name of this Trust shall be the "Tulsa Civic Center Authority", hereinafter referred to as the "Trust". Under that name it shall, so far as practicable, conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

ARTICLE III

Purposes of Trust

The purposes of this Trust are:

1. To own, acquire, purchase, lease, plan, establish, develop, construct, enlarge, improve, alter, reconstruct, remodel, rehabilitate, repair, maintain, operate, administer, staff, regulate, equip, furnish, decorate, finance and refinance or to assist the City of Tulsa to own, acquire, purchase, lease, plan, establish, develop, construct, enlarge, improve, alter, reconstruct, remodel, rehabilitate, repair, maintain, operate, administer, staff, regulate, equip, furnish, decorate, finance and refinance the Tulsa Civic Center and appurtenant parking facilities.
2. To hold, maintain and administer any leasehold rights in and to physical properties demised to the beneficiary and to comply with the terms and conditions of any such lease.
3. To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with the Tulsa Civic Center facilities and to dispose of, rent or otherwise make provision for properties owned by the Trust but no longer needful for Trust purposes.

4. To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing and operating the Tulsa Civic Center and buildings and other improvements thereto, and all properties real, personal or mixed required for executing and fulfilling the Trust purposes as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

5. To expend all funds coming into the hands of the Trustees as revenue or otherwise in the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the costs and expenses thereof, and in the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the beneficiary municipality.

6. To enter into contracts with the City of Tulsa and other parties to carry out the purpose of this Trust.

ARTICLE IV

Duration of Trust

The Trust shall have duration for the term of duration of the beneficiary and until such time as its purpose shall have been fulfilled, or until it shall be terminated as hereinafter provided.

ARTICLE V

The Trust Estate

The Trust Estate shall consist of:

1. The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustor and others to be used for trust purposes.

2. Any and all leasehold rights demised to the Trustees by its beneficiary as authorized and empowered by law.

3. Any and all money, property, whether real, personal or mixed, rights, choses in actions, contracts, leases,

privileges, immunities, franchises, benefits and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.

4. Cash in hand.

The instruments executed for each project, and each issuance of bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

The Trustees

1. There shall be five (5) Trustees of this Trust as follows:

- (a) The Mayor of the City of Tulsa;
- (b) The Commissioner of Waterworks and Sewerage;
- (c) The Commissioner of Streets and Public Property;
- (d) The Commissioner of Finance and Revenue;
- (e) The Police and Fire Commissioner.

The Trustees shall serve during their terms of office and until their successors have been duly elected or appointed, and qualified Successor Trustees duly appointed or elected shall, without any further act or conveyance, become fully vested with all of the estate, properties, rights, powers, duties and obligations of their predecessors hereunder with like effect as if originally named as Trustee.

2. In the event of a change in the form of government of the City of Tulsa, Oklahoma, successors to the Trustees shall be the elected Mayor or equivalent officer under the new form of government, and four other Trustees who shall be approved by the legislative body of the City of Tulsa under the new form of government upon nomination by the elected Mayor or equivalent officer.

3. The Trustees shall, during their terms of office, be subject to removal only by action of the District Court of Tulsa County for good cause shown.

4. No Trustee shall be paid any compensation of any kind for his services as a Trustee of this Trust. However, Trustees may be reimbursed for expenses incurred in the performance of their duties hereunder.

5. Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiary, nor personal obligation of the Trustees of the Trust but shall constitute obligations of the Trustees payable solely from the Trust Estate. No indebtedness shall be incurred by the Trustees without the prior approval of two-thirds of the governing body of the City of Tulsa, Oklahoma, both as to the purpose and amount of the indebtedness.

6. The Trustees, the State of Oklahoma and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

7. Notwithstanding any other provisions of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

8. The Trustees shall adopt by-laws for the conduct of their business, and shall elect a Chairman from their members who shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall elect a Vice

Chairman from their members who shall act as Chairman during the temporary absence or disability of the Chairman. If a vacancy occurs in the office of Chairman or Vice Chairman, the Trustees shall elect a successor from their members. The Trustees shall designate the time and place of all regular meetings, which meetings shall be public. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of all the Trustees.

9. The Trustees shall file with the governing body of the City of Tulsa a certified copy of the annual audit made of the funds, accounts and fiscal affairs of the Trust at the time as is required by Section 180.3 Title 60, Oklahoma Statutes Annotated.

10. The governing body of the Beneficiary shall have the right to conduct or have conducted a complete audit of the funds, accounts and fiscal affairs of the Trust at any time at its discretion.

11. The whole title, legal and equitable, to the properties of the Trust is and shall be vested in the Trustees, as such title in the Trustees is necessary for the due execution of this Trust. The Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Beneficiary.

12. The Trustees may compromise any debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle

any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All of such expenditures shall be deemed proper expenses of executing this Trust.

ARTICLE VII

Powers and Duties of the Trustees

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them by statute and in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges:

1. To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer any of the systems and facilities designated pursuant to Article III hereof as the Trustees shall determine necessary for the benefit and development of the Beneficiary.

2. To employ architectural and engineering firms or consultants as the Trustees deem necessary to prepare such preliminary or detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The cost of such engineers, architects and consultants shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

3. To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing works, systems and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:

- (a) Employ a financial advisor, or committee of advisors, to advise and assist the Trustees in the marketing

of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustees concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

(b) Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate subject to the provisions of Title 60, Oklahoma Statutes, Section 176, et seq., as amended; and

(c) Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

4. To purchase, lease, or otherwise acquire property, real, personal or mixed; to enter into and execute contracts, leases, and operating agreements.

5. To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in the Trust, to refund outstanding bonded indebtedness and to execute therefor bonds, notes, or other evidences of indebtedness, or obligations, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm, corporation or public Trust, and lease or sublease land and other property to and from the Beneficiary or others and construct, improve, repair, extend, remodel and equip buildings, improvements and other facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including

the United States of America or the State of Oklahoma and agencies or authorities of the United States of America, or the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things to accomplish the purposes set out in Article III of this Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidence of indebtedness by mortgages, liens, pledges or other encumbrances of such real and personal property, buildings, improvements and other facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust, or of which the Trustees may become the owners or lessees.

6. To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods, and commodities as are incident to the operation of its properties.

7. To make and perform contracts of every kind, including management and operating contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and subject to the provisions of Article VII(3) set forth above without limit as to amount to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed or trust or otherwise upon any or all income of the Trust,

in the same manner and to the same extent as a natural person might or could do; to collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

8. The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary, or proper, and pay for the same as they see fit.

9. To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

ARTICLE VIII

Beneficiary of Trust

1. The Beneficiary of this Trust shall be the City of Tulsa, Oklahoma, a municipal corporation, under and pursuant to Title 60, Oklahoma Statutes, Section 176 et seq., as amended, and other statutes of the State of Oklahoma as presently in force and effect. The Trustor declares that this Trust Indenture shall be irrevocable from the moment it is signed by him and delivered to the Trustees, and that it shall thereafter stand without any power whatsoever at any time to alter, amend, revise, modify, revoke or terminate any of the provisions of this Trust Indenture, except with the consent of the Beneficiary and with the consent of at least four-fifths (4/5) of the Trustees.

2. The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to 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.

ARTICLE IX

Secretary of Trust

The Trustees shall appoint a Secretary of the Trustees to serve at their will, with compensation as set by themselves. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the principal office of the Trust. All meetings of the Trustees shall be open to the public and conducted in accord with the provisions of the Oklahoma Public Meeting Law and the bonds, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

ARTICLE X

Termination of Trust

This Trust shall terminate:

1. When the purposes set out in Article III of this instrument shall have been fully executed; or
2. In the manner provided by Title 60, Oklahoma Statutes, Section 180, 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 shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE XI

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands this 10th day of March, 1981.

S/ Francis F. Campbell
FRANCIS F. CAMPBELL

"Trustor"

S/ James M. Inhofe
JAMES M. INHOFE

S/ Patty Eaton
PATTY EATON

S/ Jim Hewgley III
JIM HEWGLEY III

S/ Robert H. Gardner
ROBERT H. GARDNER

S/ Ronald L. Young
RONALD L. YOUNG

"Trustees"

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of March, 1981, personally appeared FRANCIS F. CAMPBELL, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as Trustor of the Tulsa Civic Center Authority, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

SEAL

S/ Gretchen S. Knowland
NOTARY PUBLIC

My Commission Expires:

October 9, 1983

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of March, 1981, personally appeared JAMES M. INHOFE, PATTY EATON, JIM HEWGLEY III, ROBERT H. GARDNER and RONALD L. YOUNG, 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 and as Trustees of the Tulsa Civic Center Authority, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

SEAL

S/ Gretchen S. Knowland
NOTARY PUBLIC

My Commission Expires:

October 9, 1983

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the Board of Commissioners of the City of Tulsa, Oklahoma, a municipal corporation, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said Beneficiary in all respects in accordance with the terms of said Trust Indenture, and as authorized by Ordinance No. 14980 of the City of Tulsa, Oklahoma.

WITNESS my hand as Mayor of the City of Tulsa, Oklahoma, attested by the City Auditor of the City of Tulsa, Oklahoma, pursuant to direction of said Board of Commissioners this 10th day of March, 1981.

CITY OF TULSA

/s/ By JAMES M. INHOFE, Mayor

ATTEST:

/s/ [Signature]
(Seal) City Auditor
APPROVED:

/s/ Neal E. McNeer
City Attorney

operate, administer, manage, maintain, improve, alter, reconstruct, remodel, establish, develop, construct, subdivide, improve, alter, reconstruct, remodel, rehabilitate, repair, maintain, operate, administer, staff, regulate, equip, furnish, decorate, treat and otherwise use the Tulsa Civic Center and appurtenant parking facilities.

2. To hold, maintain and administer any leasehold rights in and to physical properties destined to the beneficiary and to comply with the terms and conditions of any such lease.

3. To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate any and all physical properties designated or needed for utilization in the furnishing and providing of services, in connection with the Tulsa Civic Center facilities and to dispose of, rent or otherwise make provision for properties owned by the Trust but no longer needed for Trust purposes.

4. To provide funds for the financing, acquiring, constructing, leasing, equipping, maintaining, repairing and operating the Tulsa Civic Center and buildings and other improvements thereon, and all properties real, personal or mixed required for executing and fulfilling the Trust purposes as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

5. To expend all funds coming into the hands of the Trustees as revenue or otherwise in the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the costs and expenses thereof, and in the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the beneficiary municipality.

6. To enter into contracts with the City of Tulsa and other parties to carry out the purposes of this Trust.

ARTICLE IV
DURATION OF TRUST

The Trust shall have duration for the term of duration of the beneficiary and until such time as its purpose shall have been fulfilled, or until it shall be terminated as hereinafter provided.

ARTICLE V
THE TRUST ESTATE

The Trust Estate shall consist of:

1. The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustor and others to be used for trust purposes.
2. Any and all leasehold rights deemed to the Trustees by its beneficiary as authorized and empowered by the Trustor.
3. Any and all money, property, whether real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, franchises, benefits and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Instrument.
4. Cash in hand.

The instruments executed for each project, and each issuance of bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI
THE TRUSTEES

1. There shall be five (5) Trustees of this Trust as follows:

- (a) The Mayor of the City of Tulsa;
- (b) The Commissioner of Waterworks and Sewerage;
- (c) The Commissioner of Streets and Public Property;
- (d) The Commissioner of Finance and Revenue;
- (e) The Police and Fire Commissioners.

The Trustees shall serve during their terms of office and until their successors have been duly elected or appointed, and qualified to exercise the duties duly appointed or elected shall, without any further act or conveyance, become fully vested with all of the estate, properties, rights, powers, duties and obligations of their predecessors hereunder with the effect as if originally named as Trustees.

2. In the event of a change in the form of government of the City of Tulsa, Oklahoma, successors to the Trustees shall be the elected Mayor or equivalent thereof under the new form of government, and four other Trustees who shall be approved by the legislative body of the City of Tulsa under the new form of government upon nomination by the elected Mayor or equivalent officer.

3. The Trustees shall, during their terms of office, be subject to removal only by action of the District Court of Tulsa County for good cause shown.

4. No Trustee shall be paid any compensation of any kind for his services as a Trustee of this Trust. However, Trustees may be reimbursed for expenses incurred in the performance of their duties hereunder.

5. Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiary, nor of the Trustor, but shall constitute obligations of the Trustees payable solely from the Trust Estate. No indebtedness shall be incurred by the Trustees without the prior approval of two-thirds of the governing body of the City of Tulsa, Oklahoma, both as to the purpose and amount of the indebtedness.

6. The Trustees, the State of Oklahoma and the Beneficiary heretofore shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or violation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

7. Notwithstanding any other provisions of this instrument which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

8. The Trustees shall adopt by-laws for the conduct of their business, and shall elect a Chairman from their members who shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall elect a Vice Chairman from their members who shall act as Chairman during the temporary absence or disability of the Chairman. If a vacancy occurs in the office of Chairman or Vice Chairman, the Trustees shall elect a successor from their members. The Trustees shall designate the time and place of all regular meetings, which meetings shall be public. All actions by the Trustees pursuant to the provisions of this Trust Instrument shall be approved by the affirmative vote of at least a majority of all the Trustees.

9. The Trustees shall file with the governing body of the City of Tulsa a certified copy of the annual audit made of the funds, accounts and financial affairs of the Trust at the time as is required by Section 1812.3 Title 60, Oklahoma Statutes Annotated.

10. The governing body of the Beneficiary shall have the right to conduct or have conducted a complete audit of the funds, accounts and financial affairs of the Trust at any time at its discretion.

11. The whole title, legal and equitable, to the properties of the Trust is and shall be vested in the Trustees, as such title in the Trustees is necessary for the due execution of this Trust. The Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Beneficiary.

or all income of the Trust, in the same manner and to the same extent as if it were a corporation, and to collect and receive any property, money, income of any sort and distribute the same or any portion thereof for the use of the authorized Trust purposes set out herein.

Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary, or proper, and pay for the same as they see fit.

8. To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

ARTICLE VIII
BENEFICIARY OF TRUST

1. The Beneficiary of this Trust shall be the City of Tulsa, Oklahoma, a municipal corporation, under and pursuant to Title 10, Oklahoma Statutes, Section 1812 et seq., as amended, and other statutes of the State of Oklahoma as presently in force and effect. The Trustor declares that this Trust Instrument shall be irrevocable from the moment it is signed by him and delivered to the Trustees, and that it shall thereafter stand without any power whatsoever at any time to alter, amend, revise, modify, revoke or terminate any of the provisions of this Trust Instrument, except with the consent of the Beneficiary and with the consent of at least four-fifths (4/5) of the Trustees.

2. The Beneficiary shall have no legal title, claim, or right to the Trust Estate, but income unto any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to 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.

ARTICLE IX
SECRETARY OF TRUST

The Trustees shall appoint a Secretary of the Trustees to serve at their will, with compensation as set by themselves. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the principal office of the Trust. All meetings of the Trustees shall be open to the public and conducted in accord with the provisions of the Oklahoma Public Meeting Law and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

ARTICLE X
TERMINATION OF TRUST

This Trust shall terminate:

1. When the purposes set out in Article III of this instrument shall have been fully executed; or
2. In the manner provided by Title 60, Oklahoma Statutes, Section 1812, provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or third term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the money and properties of the Trust Estate to the extent the Trustees shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE XI
AGREEMENT OF TRUSTOR

The Trustor accepts the Trust herein created and provided for, and agrees to carry out the provisions of this Trust Instrument on their part to be performed.

In witness whereof, the Trustor and the Trustees have hereunto set their hands this 19th day of March, 1981:

/s/ Francis F. Campbell
"Trustor"

/s/ James M. Doherty
/s/ Patty Eaton
/s/ Jim Hargley, III
/s/ Robert H. Gardner
/s/ Ronald L. Young
"Trustees"

State of Oklahoma) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of March, 1981, personally appeared Francis F. Campbell, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as Trustor of the Tulsa Civic Center Authority, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

/s/ Gretchen S. Knowland
Notary Public

My Commission Expires:
October 5, 1983

State of Oklahoma) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of March, 1981, personally appeared James M. Doherty, Patty Eaton, Jim Hargley III, Robert H. Gardner and Ronald L. Young, 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 and as Trustees of the Tulsa Civic Center Authority, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

/s/ Gretchen S. Knowland
Notary Public

My Commission Expires:
October 5, 1983

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the Board of Commissioners of the City of Tulsa, Oklahoma, a municipal corporation, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Instrument, for and on behalf of said Beneficiary in all respects in accordance with the terms of said Trust Instrument, and as authorized by Ordinance No. 1280 of the City of Tulsa, Oklahoma.

Witness my hand as Mayor of the City of Tulsa, Oklahoma, attested by the City Auditor of the City of Tulsa, Oklahoma, pursuant to direction of said Board of Commissioners this 19th day of March, 1981:

Attest:
/s/ F. P. Campbell
City Auditor

(Seal)

Approved:
/s/ Neal E. McNeill
City Attorney

CITY OF TULSA
/s/ James M. Doherty
Mayor

Passed
3-16-82

(Published in the Tulsa Daily Legal News,
March 19, 1982)

CITY OF TULSA
OFFICE OF THE
CITY CLERK
12-PM
FRANCIS S. CAMPBELL
City Auditor

ORDINANCE NO. 15306

AN ORDINANCE ACCEPTING AND APPROVING THE TERMS AND CONDITIONS OF AMENDMENT NO. ONE TO THE TRUST INDENTURE CREATING THE TULSA CIVIC CENTER AUTHORITY; AUTHORIZING ACCEPTANCE OF THE BENEFICIAL INTEREST THEREIN BY THE EXECUTION OF SAID AMENDMENT AND THE RECORDATION OF SAID AMENDMENT IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TULSA, OKLAHOMA:

Section 1. That "Amendment No. One to the Trust Indenture Creating the Tulsa Civic Center Authority Changing the Name to Tulsa Public Facilities Authority and Amending the Purposes of the Trust," which was approved by the Board of Trustees of the Tulsa Civic Center Authority on March 12, 1982, is hereby approved by the Board of Commissioners of the City of Tulsa, Oklahoma.

Section 2. That the City of Tulsa hereby accepts the beneficial interest created by said Trust Indenture as amended by "Amendment No. One to the Trust Indenture Creating the Tulsa Civic Center Authority Changing the Name to Tulsa Public Facilities Authority and Amending the Purposes of the Trust."

Section 3. The City of Tulsa hereby recognizes said Tulsa Public Facilities Authority and the Trustees named in said Trust Indenture and in all negotiations and instruments where the term "Tulsa Public Facilities Authority" is used, it shall be deemed and construed to mean the Trust above mentioned and described.

Section 4. The Mayor and City Auditor of the City of Tulsa are hereby authorized, instructed and directed to endorse upon the original of said "Amendment No. One to the Trust Indenture Creating the Tulsa Civic Center Authority Changing the Name to Tulsa Public Facilities Authority and Amending the Purposes of the Trust" the approval of the City of Tulsa of said Trust Indenture amendment and the City's acceptance of the beneficial interest therein and to cause said amendment to be recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

Section 5. An emergency is hereby declared to exist for the preservation of the public peace, health and safety by reason whereof this ordinance shall take effect immediately upon its passage, approval and publication.

PASSED, with the emergency clause ruled upon separately and approved this 16th day of March, 1982.

APPROVED, this 16th day of March, 1982.

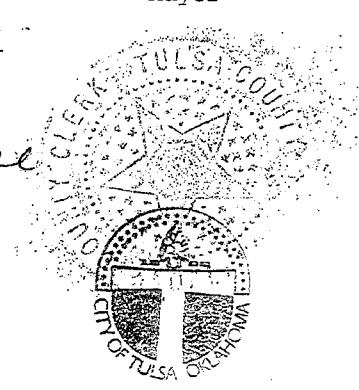
ATTEST:

City Auditor

APPROVED:

City Attorney

The City Clerk of the City of Tulsa, OK, a Municipal Corporation, hereby certifies that the foregoing is a true and correct copy of attachment herewith set out as appears of record in the City Clerk's Office, 175 E 2nd Street, Suite 260, Tulsa, OK, this 20th day of November, 2015.
by John H. H. H.
Deputy City Clerk



PROOF OF PUBLICATION

C38137

Published in the Tulsa Daily Legal
News, March 19, 1982.

IN THE DISTRICT COURT

OF TULSA COUNTY, STATE OF OKLAHOMA

CASE NO.

STATE OF OKLAHOMA, TULSA COUNTY, ss:

Theresa Seeds, of lawful age, being duly sworn, upon oath deposes and says that she is the Assistant Clerk of the TULSA DAILY LEGAL NEWS, a daily newspaper printed in the English language, in the City of Tulsa, Tulsa County, Oklahoma, having a bona fide paid general circulation therein, and with entrance into the United States mail as second class mail matter in Tulsa County, and published in said county where delivered to the United States mail, and that the notice by publication, a copy of which is hereto attached, was published in said newspaper one (1) time on the

..19th.. day of ..March..... 19.. 82 ..

and that said newspaper has been continuously and uninterruptedly published in said county during the period of more than One Hundred and Four (104) weeks consecutively, prior to the first publication of said notice, or advertisement, as required by Section one, Chapter four, Title 25 Oklahoma Session Laws, 1943, as amended by House Bill No. 495, 22nd Legislature, and thereafter, and complies with all of the prescriptions and requirements of the laws of Oklahoma. (The advertisement above referred to is a true and printed copy. Said notice was published in all editions of said newspaper and not in a supplement thereof.)

Theresa Seeds

Subscribed and sworn to before me by Theresa Seeds,

Assistant Clerk of the TULSA DAILY LEGAL NEWS, this

...22nd day of ..March..... 19.. 82 ..

Letty Doyle
Notary Public.

JUL 30 1984

My commission expires.....

PUBLISHER'S FEE \$...39.58.....

ATTORNEY

ORDINANCE NO. 15306
AN ORDINANCE ACCEPTING
AND APPROVING THE TERMS
AND CONDITIONS OF AMEND-
MENT NO. ONE TO THE TRUST
INDENTURE CREATING THE
TULSA CIVIC CENTER
AUTHORITY; AUTHORIZING
ACCEPTANCE OF THE
BENEFICIAL INTEREST
THEREIN BY THE EXECUTION
OF SAID AMENDMENT AND
THE RECORDATION OF SAID
AMENDMENT IN THE OFFICE
OF THE COUNTY CLERK OF
TULSA COUNTY, OKLAHOMA;
AND DECLARING AN
EMERGENCY.

NOW, THEREFORE, BE IT OR-
DAINED BY THE BOARD OF COM-
MISSIONERS OF THE CITY OF
TULSA, OKLAHOMA:

Section 1. That "Amendment No. One to the Trust Indenture Creating the Tulsa Civic Center Authority Changing the Name to Tulsa Public Facilities Authority and Amending the Purposes of the Trust," which was approved by the Board of Trustees of the Tulsa Civic Center Authority on March 12, 1982, is hereby approved by the Board of Commissioners of the City of Tulsa, Oklahoma.

Section 2. That the City of Tulsa hereby accepts the beneficial interest created by said Trust Indenture as amended by "Amendment No. One to the Trust Indenture Creating the Tulsa Civic Center Authority Changing the Name to Tulsa Public Facilities Authority and Amending the Purposes of the Trust."

Section 3. The City of Tulsa hereby recognizes said Tulsa Public Facilities Authority and the Trustees named in said Trust Indenture and in all negotiations and instruments where the term "Tulsa Public Facilities Authority" is used, it shall be deemed and construed to mean the Trust above mentioned and described.

Section 4. The Mayor and City Auditor of the City of Tulsa are hereby authorized, instructed and directed to endorse upon the original of said "Amendment No. One to the Trust Indenture Creating the Tulsa Civic Center Authority Changing the Name to Tulsa Public Facilities Authority and Amending the Purposes of the Trust" the approval of the City of Tulsa of said Trust Indenture amendment and the City's acceptance of the beneficial interest therein and to cause said amendment to be recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

Section 5. An emergency is hereby declared to exist for the preservation of the public peace, health and safety by reason whereof this ordinance shall take effect immediately upon its passage, approval and publication.

PASSED, with the emergency clause ruled upon separately and approved this 16th day of March, 1982.

APPROVED, this 16th day of March, 1982.

James M. Inhofe
Mayor

Attest:
Francis F. Campbell
City Auditor

(Seal)

Approved:
Neal E. McNeill
City Attorney

REQUEST FOR ACTION

Passed & Approved

AGENDA: ☒ Mayor ☒ Council DATE: 1-24-91
 OTHER: ☐ DTU ☐ MTTA ☐ RMUA ☐ TAEMA ☐ TARE ☐ TDA ☐ TMAPO
☐ TMUA ☐ TPA ☐ TPFA ☐ Utility Bd ☐ Airport Auth ☐ Airport Impv Trust ☐ Other

FOR INFORMATION CONTACT:

NAME: Martha Rupp Carter-Assist. City Atty ADDRESS: 200 Civic Center, Rm 316 TELEPHONE: 596-7717 SUBJECT: Second Amendment to Tulsa Public Facilities Authority Trust Indenture

Note: All City Council Agenda items, including appropriate backup materials, must be submitted to the Council secretary, Office of the City Council, not later than 3:00 pm Thursdays preceding Tuesday, 7:00 pm meetings, and not later than 5:00 pm Mondays preceding Thursday, 4:30 pm meetings.

SUMMARY:

The successor trustees of the Tulsa Public Facilities Authority and the Trustor have executed a second amendment to the trust indenture. The second amendment changes the number of trustees to five, requires one trustee to be the Mayor or his designated representative who must be a full-time City employee, and subjects the trustees to applicable conflict of interest laws. Initial trustees under the amendment serve for three, two and one year terms with successor trustees serving for three year terms which expire on July 31 of the appropriate year.

Ord. 17430

Reference Contract # 9081
 Amend # 2 app. 2-1-91

CITY OF TULSA

FEB 1 1991

By John H. Smith Deputy City Clerk

BUDGET: FINANCE DIRECTOR APPROVAL:

N/A

REQUEST FOR ACTION:

All department items requiring Council approval must be submitted through Mayor's Office.

The second amendment to the Tulsa Public Facilities Authority trust indenture and a proposed ordinance are attached. It is requested that the Mayor and Council approve and accept the second amendment and approve and adopt the ordinance and that this be set on the Council agenda for 1-24-91. It is also requested that the Council approve passage of the ordinance with the emergency clause.

DEPARTMENT HEAD APPROVAL: John E. Smith DATE: 1-15-91
 ATTORNEY APPROVAL: Martha Rupp Carter 1-15-91
 BOARD APPROVAL: _____
 MAYORAL APPROVAL: _____
 OTHER: _____

FOR CITY COUNCIL OFFICE USE: DATE RECEIVED: _____ APPROVED: _____
 FIRST AGENDA DATE: _____ SECOND AGENDA DATE: _____
 HEARING: _____ ORDINANCE/RESOLUTION: _____

To: Cliff White
From: Hettie Green

FOR PUBLICATION

SIGNED BY:

Gary Watts, Chairman of the Council January 29, 1991

Rodger Randle, Mayor February 1, 1991 at 9:15 a.m.

Attest: Ronald L. Payne, City Clerk

Approved: Neal E. McNeill, City Attorney

<u>ORDINANCE NO.</u>	<u>PUBLICATION DATE</u>	<u>CHARGE</u>	<u>REPRINTS</u>
<u>17430</u> (Title 39) Accept & Approve terms of Second Amendment to Trust Indenture creating TPFA	February 7, 1991	City	0

ORDINANCE NO. 17430FILED
CITY OF TULSA

FEB 1 1991

9:15
By: Hog
Clerk of City of Tulsa

AN ORDINANCE ACCEPTING AND APPROVING THE TERMS AND CONDITIONS OF THE SECOND AMENDMENT TO THE TRUST INDENTURE CREATING THE TULSA PUBLIC FACILITIES AUTHORITY, FORMERLY NAMED THE TULSA CIVIC CENTER AUTHORITY, DATED MARCH 10, 1981, FURTHERING THE PURPOSES OF THE TULSA PUBLIC FACILITIES AUTHORITY, AND AUTHORIZING THE ACCEPTANCE OF THE BENEFICIAL INTEREST THEREIN BY THE EXECUTION OF SAID SECOND AMENDMENT TO THE TRUST INDENTURE, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY OF TULSA:

Section 1. Mayor Rodger A. Randle, J. Patrick Cremin, Graydon Dean Luthey, Jr., and Coleman Davis as Trustees of the Tulsa Public Facilities Authority, formerly known as the Tulsa Civic Center Authority, pursuant to a Trust Indenture dated March 10, 1981, hereby find it necessary and in furtherance of the public purposes of the Tulsa Public Facilities Authority, formerly known as the Tulsa Civic Center Authority, to amend said Trust Indenture.

Section 2. The Mayor and the City Council of the City of Tulsa hereby find and determine that it is in the best interest of the City of Tulsa and in the public interest to accept Amendment Number Two to said Trust Indenture for the Tulsa Public Facilities Authority, formerly known as the Tulsa Civic Center Authority.

Section 3. The Trust Indenture for the Tulsa Public Facilities Authority, formerly known as the Tulsa Civic Center Authority, dated the 10th day of March, 1981, is hereby amended pursuant to the terms of Amendment Number Two to said Trust Indenture dated January 14, 1991, an executed copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 4. The Mayor and Chairman of the City Council for the City of Tulsa are hereby authorized, instructed, and directed to endorse upon the original of said Amendment Number Two to the Trust Indenture the approval of the City of Tulsa of the Amendment Number Two to Trust Indenture creating the Tulsa Public Facilities Authority, formerly named The Tulsa Civic Center Authority, and to cause said Amendment to the Trust Indenture to be recorded in the office of the County Clerk of Tulsa, Oklahoma.

Section 5. An emergency is hereby declared to exist for the preservation of the public peace, health, and safety, by reason whereof this Ordinance shall take effect immediately upon its passage, approval, and publication.

17430
1

PASSED, and the emergency clause ruled upon separately and approved by the Council this 29th day of January, 1991.

Gary Watts
Chairman of the Council

APPROVED by the Mayor of the City of Tulsa, Oklahoma, this 1st day of February, 1991, at 9:15 o'clock a.m.

Rodger Randle
Rodger Randle, Mayor

(Seal)

ATTEST:

R. Randle
City Clerk

APPROVED:

McC Richard E. McNeil
City Attorney

CITY OF TULSA

FEB 1 1991

9:15 P.M.
City of City Clerk
By Ng DEPUTY

17430

17430
2

EXHIBIT "A"

AMENDMENT NUMBER TWO
TO TRUST INDENTURE DATED MARCH 10, 1981,
FOR TULSA PUBLIC FACILITIES AUTHORITY, FORMERLY
KNOWN AS THE TULSA CIVIC CENTER AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the original Trustor, Francis F. Campbell, created a Trust named the Tulsa Civic Center Authority for the use and benefit of the City of Tulsa, Oklahoma, a municipal corporation, under Trust Indenture dated March 10, 1981, between the said Trustor and James M. Inhofe, Mayor of the City of Tulsa; Patty Eaton, Commissioner of Waterworks and Sewerage; Jim Hewgley III, Commissioner of Streets and Public Property; Robert H. Gardner, Police and Fire Commissioner; and Ronald L. Young, Commissioner of Finance and Revenue, referred to therein as Trustees; and

WHEREAS, on March 16, 1982, said Trust was amended by Amendment Number One in which the name of the Trust was changed to the Tulsa Public Facilities Authority and the purposes of the Trust were amended; and

WHEREAS, the successor Trustor, Philip W. Wood, desires to amend the Trust to change the Trustees, the number of the Trustees, and the terms of service of the Trustees; and

WHEREAS, the Trust Indenture can be amended only by the Trustor with the consent of the City of Tulsa as beneficiary and the consent of the successor Trustees.

NOW, THEREFORE, I, the undersigned successor Trustor, Philip W. Wood, under Trust Indenture creating the Tulsa Civic Center Authority dated March 10, 1981, between Francis F. Campbell as Trustor and James M. Inhofe, Mayor of the City of Tulsa; Patty Eaton, Commissioner of Waterworks and Sewerage; Jim Hewgley III, Commissioner of Streets and Public Property; Robert H. Gardner Police and Fire Commissioner; and Ronald L. Young, Commissioner of Finance and Revenue, as Trustees, do hereby amend said Trust Indenture subject to the approval of a sufficient number of members of the governing body of The City of Tulsa and further subject to the approval of the successor Trustees, Rodger A. Randle, Mayor of the City of Tulsa under the new form of government of the City of Tulsa, J. Patrick Cremin, Graydon Dean Luthey, Jr., and Coleman Davis as follows:

Article VI of said Trust Indenture, entitled "The Trustees", is hereby amended in paragraphs one and two to read as follows:

ARTICLE VI

The Trustees

(1) There shall be five Trustees of the Trust who shall serve for the initial and successive terms as stated below and who shall be subject to applicable conflict of interest laws.

(a) One of the Trustees shall be ex officio the Mayor of the City of Tulsa, or in the Mayor's absence the Mayor's designated representative who shall be a full-time City employee.

(b) Four of the Trustees shall be appointed by the Mayor of the City of Tulsa subject to the approval by a majority vote of the membership of the City Council. Two of these initial Trustees shall be appointed by the Mayor for terms of three years, one for a term of two years, and one for a term of one year. The terms of these initial Trustees shall expire on July 31 of the appropriate year.

(c) Successor Trustees to the five Trustees described in paragraph (b) shall be appointed by the Mayor of the City of Tulsa subject to approval by a majority vote of the membership of the City Council to serve for three year terms which shall expire on July 31 of the appropriate year. The Trustee who shall be the Mayor of the City of Tulsa shall serve during his or her term of office. The designated representative who is selected to serve as Trustee in place of the Mayor as set forth in paragraph (a) shall serve a one-year term which shall expire on July 31 of the appropriate year and which shall in no event extend for any period of time beyond the term of office of the appointing Mayor.

2. Duly appointed successor Trustees shall, without further act or conveyance, become fully vested with all of the estate, properties, rights, powers, duties and obligations of their predecessors hereunder with like effect as if originally named as Trustees.

Except as herein amended, the Trustor and Trustees hereby ratify and confirm the provisions of the Trust as originally executed and as modified by Amendment Number One.

IN WITNESS WHEREOF, this Amendment to Trust Indenture has been duly executed on the 14th day of January, 1991, and shall be effective on the date of execution.

PHILIP W. WOOD

Philip W. Wood, Trustor

APPROVAL OF TRUSTEES:

RODGER A. RANDLE

Rodger A. Randle, Mayor

J. PATRICK CREMIN

J. Patrick Cremin

GRAYDON DEAN LUTHEY, JR.

Graydon Dean Luthey, Jr.

COLEMAN DAVIS

Coleman Davis

"Trustees"

STATE OF OKLAHOMA)

) ss:
COUNTY OF TULSA)

Before me, the undersigned Notary Public in and for said County and State, on this 14th day of January, 1991, personally appeared Philip W. Wood, to me known to be the identical person who executed the within and foregoing instrument as Trustor and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

TRACI L. HUSHBECK

(SEAL)

Notary Public

My commission expires:

12-14-91

STATE OF OKLAHOMA)

) ss:
COUNTY OF TULSA)

Before me, the undersigned Notary Public in and for said County and State, on this 9th day of January, 1991, personally appeared Rodger A. Randle to me known to be the identical person who executed the within and foregoing instrument

Given under my hand and seal of office the day and year last
above written.

(SEAL)

2-14-91

Before me, the undersigned Notary Public in and for said County and State, on this 9th day of January, 1991, personally appeared J. Patrick Cremin to me known to be the identical person who executed the within and foregoing instrument as Trustee and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

TRACI L. HUSHBECK
Notary Public

(SEAL)

2-14-91

Before me, the undersigned Notary Public in and for said County and State, on this 9th day of January, 1991, personally appeared Graydon Dean Luthey, Jr. to me known to be the identical person who executed the within and foregoing instrument as Trustee and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

11/10/92

Given under my hand and seal of office the day and year last above written.

TRACI L. HUSHBECK
Notary Public

(SEAL)

My commission expires:

12-14-91

STATE OF OKLAHOMA)
)ss:
COUNTY OF TULSA)

Before me, the undersigned Notary Public in and for said County and State, on this 9th day of January, 1991, personally appeared Coleman Davis to me known to be the identical person who executed the within and foregoing instrument as Trustee and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

TRACI L. HUSHBECK
Notary Public

(SEAL)

My commission expires:

12-14-91

STATE OF OKLAHOMA)
)ss:
COUNTY OF TULSA)

Before me, the undersigned Notary Public in and for said County and State, on this 9th day of January, 1991, personally appeared Rodger A. Randle, to me known to be the identical person who executed the within and foregoing instrument as Mayor and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

TRACI L. HUSHBECK
Notary Public

(SEAL)

My Commission Expires:

12-14-91

APPROVAL BY CITY OF TULSA, BENEFICIARY

KNOW ALL MEN BY THESE PRESENTS:

The City Council of the City of Tulsa, Oklahoma, a municipal corporation, hereby authorizes and approves the within and foregoing Amendment Number Two to Trust Indenture Dated March 10, 1981, For Tulsa Public Facilities Authority, Formerly Known As The Tulsa Civic Center Authority, as beneficiary of said Trust.

WITNESS my hand as Chairman of the City Council of the City of Tulsa, Oklahoma, attested by the City Clerk of the City of Tulsa, Oklahoma, this 29th day of January, 1991.

By: GARY WATTS
Chairman of the Council

Approved by the Mayor of the City of Tulsa, Oklahoma, this 1st day of February, 1991, at 9:15 o'clock a.m.

RODGER RANDLE
Rodger Randle, Mayor

ATTEST:

RONALD L. PAYNE
City Clerk

(SEAL)

APPROVED:

NEAL E. MCNEILL
City Attorney

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

The City Council of the City of Tulsa, Oklahoma, a municipal corporation, hereby accepts the beneficial interest in the Trust created by the Trust Indenture dated March 10, 1981, creating the Tulsa Public Facilities Authority, formerly known as the Tulsa Civic Center Authority, as amended by the within and foregoing Amendment Number Two to said Trust Indenture, for and on behalf of said Beneficiary in all respects in accordance with the terms of said Trust Indenture and all amendments thereto including Amendment Number Two, and as authorized by the City of Tulsa Ordinances.

WITNESS my hand as Chairman of the City Council of the City of Tulsa, Oklahoma, attested by the City Clerk of the City of Tulsa, Oklahoma, this 29th day of January, 1991.

By: GARY WATTS
Chairman of the Council

~~OFFICE OF THE MAYOR~~ N/A

Received by the Mayor this _____ day of _____, 199 ,
at _____ o'clock _____m.

Rodger Randle, Mayor

By: _____
~~Secretary~~

Approved by the Mayor of the City of Tulsa, Oklahoma, this
1st day of February, 1991, at 9:15 o'clock a.m.

RODGER RANDLE
Rodger Randle, Mayor

ATTEST:

RONALD L. PAYNE
City Clerk

(SEAL)

APPROVED:

NEAL E. McNEILL
City Attorney

Extra Copy

PUBLISHER'S AFFIDAVIT

ACCEPT TERMS OF 2ND AMEND TO TRUST
INDENTURE CREATE TULSA PUB FACILITIES AUTH

PUBLICATION DATE(S)
27/91

NUMBER 17430

Invoice No. 49729 C

LEGAL NOTICE

STATE OF OKLAHOMA
COUNTY OF TULSA

SS

I, of lawful age, being duly sworn, am a legal representative of The Tulsa Daily Commerce & Legal News of Tulsa, Oklahoma, a daily newspaper of general circulation in Tulsa County, Oklahoma, printed in the English Language and published in the City of Tulsa in Tulsa County, State of Oklahoma, regularly, continuously and uninterruptedly published in the County for a period of more than 104 consecutive weeks prior to the first publication of the attached notice and having paid circulation therein and with admission to the United States mails as second class mail matter and printed in Tulsa, Tulsa County, where delivered to the United States mail.

That said notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the ABOVE LISTED DATE(S)

Subscribed and sworn to me this 8th day of February, 19 91

Notary Public

My Commission Expires

Atty's CITY OF TULSA
200 CIVIC CENTER
TULSA, OK 74103

728

Publisher's Fee

299.10

C 4 9 7 2 9
(Published in the Tulsa Daily Commerce
and Legal News
February 7, 1991)

ORDINANCE NO. 17430

AN ORDINANCE ACCEPTING AND APPROVING THE
TERMS AND CONDITIONS OF THE SECOND
AMENDMENT TO THE TRUST INDENTURE CREATING
THE TULSA PUBLIC FACILITIES AUTHORITY,
FORMERLY NAMED THE TULSA CIVIC CENTER
AUTHORITY, DATED MARCH 10, 1981,
FURTHERING THE PURPOSES OF THE TULSA
PUBLIC FACILITIES AUTHORITY, AND
AUTHORIZING THE ACCEPTANCE OF THE
BENEFICIAL, BENEFICIAL, TRUST IN
EXECUTION OF SAID SECOND AMENDMENT TO THE
TRUST INDENTURE, AND DECLARING AN
EMERGENCY.

BE IT ORDAINED BY THE CITY OF TULSA:

Section 1. Mayor Rodger A. Handie, J.
Patrick Crowlin, Graydon Dean Lathery, Jr., and
Coleman Davis as Trustees of the Tulsa Public
Facilities Authority, formerly known as the
Tulsa Civic Center Authority, pursuant to a
Trust Indenture dated March 10, 1981, hereby
find it necessary and in furtherance of the
public purposes of the Tulsa Public Facilities
Authority, formerly known as the Tulsa Civic
Center Authority, to amend said Trust
Indenture.

Section 2. The Mayor and the City
Council of the City of Tulsa hereby find and
determine that it is in the best interests of
the City of Tulsa and in the public interest
to accept Amendment Number Two to said Trust
Indenture for the Tulsa Public Facilities
Authority, formerly known as the Tulsa Civic
Center Authority.

Section 3. The Trust Indenture for the
Tulsa Public Facilities Authority, formerly
known as the Tulsa Civic Center Authority,
dated the 10th day of March, 1981, is hereby
amended pursuant to the terms of Amendment
Number Two to said Trust Indenture dated
January 14, 1991, an executed copy of which is
attached hereto as Exhibit "A" and made a part
hereof.

Section 4. The Mayor and the City
Council for the City of Tulsa are hereby
authorized, instructed, and directed to
authorize upon the original of said Amendment
Number Two to the Trust Indenture the approval
of the City of Tulsa of the Amendment Number
Two to Trust Indenture creating the Tulsa
Public Facilities Authority, formerly named
Tulsa Civic Center Authority, and to cause
said Amendment to the Trust Indenture to be
recorded in the office of the County Clerk of
Tulsa, Oklahoma.

Section 5. An emergency is hereby
declared to exist for the preservation of the
public peace, health, and safety, by reason
whereof this Ordinance shall take effect
immediately upon its passage, approval, and
publication.

PASSED, and the emergency clause ruled
upon separately and approved by the Council
this 27th day of January, 1991.

City Notes
Chairman of the Council

APPROVED BY THE MAYOR OF THE CITY OF
TULSA, OKLAHOMA, this 1st day of
February, 1991, at 9:15
o'clock a.m.

Article VI of said Trust Indenture, entitled "The Trustees",
is hereby amended in paragraph one and two to read as follows:

Article VI

(1) There shall be five Trustees of the Trust who shall serve
for the initial and successive terms as stated below and who shall
be subject to re-election by the City of Tulsa.

(2) One of the Trustees shall be appointed by the Mayor of the
City of Tulsa, or in the Mayor's absence the Mayor Pro Tempore,
and the other four shall be appointed by the City Council.

(3) Four of the Trustees shall be appointed by the Mayor of the
City of Tulsa, or in the Mayor's absence the Mayor Pro Tempore,
and the other one shall be appointed by the City Council.

(4) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(5) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(6) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(7) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(8) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(9) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(10) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(11) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(12) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(13) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(14) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(15) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(16) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(17) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(18) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(19) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(20) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(21) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(22) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(23) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(24) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(25) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(26) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(27) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(28) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(29) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(30) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(31) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(32) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(33) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(34) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(35) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(36) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(37) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(38) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(39) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(40) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(41) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(42) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(43) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(44) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(45) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(46) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

(47) The Trustees shall be appointed by the Mayor of the City of Tulsa
and shall be subject to re-election by the City Council.

Subscribed and sworn to me this 8th day of
February, 19 91
Notary Public Betty Anne
My Commission Expires _____
Atty's CITY OF TULSA
200 CIVIC CENTER
TULSA, OK 74103
728

Subscribed and sworn to me this 8th day of
February, 19 91
Notary Public Betty Anne
My Commission Expires _____
Atty's CITY OF TULSA
200 CIVIC CENTER
TULSA, OK 74103
728

Publisher's Fee 299.10

Section 3. The Trust Indenture for the Tulsa Public Facilities Authority, formerly known as the Tulsa Civic Center Authority, dated the 10th day of March, 1981, is hereby amended pursuant to the terms of Amendment Number Two to said Trust Indenture dated January 14, 1991, an executed copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 4. The Mayor and Chairman of the City Council for the City of Tulsa hereby authorized, instructed, and directed to endorse upon the original, and direct to Number Two to the Trust Indenture the approval of the City of Tulsa of the Amendment Number Two to Trust Indenture creating the Tulsa Public Facilities Authority, formerly named The Tulsa Civic Center Authority, and to cause said Amendment to the Trust Indenture to be recorded in the office of the County Clerk of Tulsa, Oklahoma.

Section 5. An emergency is hereby declared to exist for the preservation of the public peace, health, and safety, by reason whereof this Ordinance shall take effect immediately upon its passage, approval, and publication.

PASSED, and the emergency clause ruled upon separately and approved by the Council this 29th day of January, 1991.

Cary Watts
Chairman of the Council

APPROVED by the Mayor of the City of
Tulsa, Oklahoma, this 1st day of
February, 1991, at 9:15
o'clock a.m.

Rodger Randle
Rodger Randle, Mayor

(Seal)

ATTEST:

Ronald L. Payne
City Clerk

APPROVED:

Neal E. McNeill
City Attorney

EXHIBIT "A"
AFFIDAVIT NUMBER TWO

TO TRUST INDENTURE DATED MARCH 16, 1961.
FOR TULSA PUBLIC FACILITIES AUTHORITY, FORMALLY
KNOWN AS THE TULSA CIVIC CENTER AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

A Trust named the Tulsa Civic Control Authority for the use as a beneficiary of the City of Tulsa, Oklahoma, a municipal corporation under Trust Indenture dated March 19, 1961, between the Trust and James N. Inhoff, Mayor of the City of Tulsa; Pat Eaton, Commissioner of Health and Sewerage; Jim Dwyer, Jr., Commissioner of Streets and Public Property; Arthur C. Gardner, Police and Fire Commissioner; and Ronald L. Young, Commissioner of Public Works, in Tulsa as Trustees, and

WHEREAS, on March 16, 1982, said Trust was amended Amendment Number One in which the name of the Trust was changed to the Tulsa Public Facilities Authority and the purposes of the Trust were amended; and

WHEREAS, the successor Trustee, Philip W. Wood, desires the member of the Trustee

WHEREAS, the Trust Indenture can be amended only by the Trustee with the consent of the City of Tulsa as beneficiary of the indenture and the terms of service of the Trustee; and

W. Wood, under: Trust (1902) 1288, between Francis P. Campbell
Authority dated March 18, 1881, between Francis P. Campbell
Trustee and James M. Isher, Mayor of the City of Dallas; Pe
Edson, Commissioner of Motorworks and Sewerage; J. H. Murphy
Commissioner of Streets and Public Property; Robert H. Carr

[illegible]

Given under my hand and seal of office the day and year last
 above written.
 (SAL)
 Commissioner expires:
 12-1-1931
 STATE OF OREGON
 COUNTY OF TULSA
 Notary Public

Before me, the undersigned United States Public in and for said
County and State, on this 11th day of January 1934, appeared
personally approved Judge A. H. Handley, known to be the
legal owner of the within and foregoing instrument
as Mayor and acknowledged to me that he executed the same as his
free and voluntary act and deed for the uses and purposes therein
set forth.

Given under my hand and seal of office the day and year last
before written.

(Seal)

City Commission Register

11-13-34

Notary Public

APPROVED BY CITY OF TULSA, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

The City Council of the City of Tulsa, Oklahoma, a municipal corporation, hereby authorizes and approves the within and foregoing, hereby certifies that the same are true and correct copies as the same appear in the original records of said City.

Witness my hand as Chairman of the City Council of the City of Tulsa, Oklahoma, attested by the City Clerk of the City of Tulsa, Oklahoma, this 2nd day of January, 1934.

Approved by the Mayor of the City of Tulsa, Oklahoma, this
1st day of January, 1991, at 5:15 o'clock P.M.

ATTEST:
James M. Pitt
 City Clerk

(S&S)
APPROVED:
WAL. R. STELL
City Attorney

THE CITY COUNCIL OF THE CITY OF PALES, OKLAHOMA, A MUNICIPAL CORPORATION, HEREBY ACCEPTS THE BENEFICIAL INTEREST IN THE TRUST CREATED BY THE TRUST AGREEMENT DATED MARCH 18, 1931, CREATING THE TRUST INTERESTS ABOVE. CURRENTLY KNOWN AS THE PALES

Witness Public Defender, as authorized by the within and foregoing
CIVIC CHARTER AUTHORITY, as authorized by the within and foregoing
Amendment Number Two to said Trust Indenture, set out on behalf of
said beneficiary in all respects in accordance with the terms of
said Trust Indenture and all amendments thereto including Amendment
Number Two, and is authorized by the City of Tulsa Oklahoma.

of Tulsa, Oklahoma, situated at _____, _____, 1994.
Tulsa, Oklahoma, this _____ day of _____, 1994.

By: Carl Witt
Chairman of the Council

Approved by the Mayor of the City of Tulsa, Oklahoma, this
 1st day of February 1924, at 11 o'clock A.M.

WALTER TULLER

Adger Handle, Noyce
ATTN:
RONALD L. FARR
City Clerk
20001

APPROVED:
MARK A. WHEELER
 City Attorney

EXHIBIT 2

The City Clerk of the City of Tulsa, OK,
a Municipal Corporation, hereby certifies
that the foregoing is a true and correct
copy of attachment herewith set out as
appears of record in the City Clerk's Office
175 E 2nd Street, Suite 260, Tulsa, OK,
this 23 day of November, 2015.
John P. Hall
Deputy City Clerk

AMENDED RESOLUTION

TULSA METROPOLITAN AREA PLANNING COMMISSION

Amended Resolution No. 2698:934

A RESOLUTION OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION, PURSUANT TO TITLE 19 OKLAHOMA STATUTES, SECTION 863.7; AMENDING THE TULSA COMPREHENSIVE PLAN BY ADOPTING AMENDMENTS (CPA-34) TO THE LAND USE MAP AND AREAS OF STABILITY AND GROWTH MAP OF THE TULSA COMPREHENSIVE PLAN; AND AMENDING RESOLUTION NO. 2698:934.



WHEREAS, the Tulsa Metropolitan Area Planning Commission is required to prepare, adopt and amend, as needed, a master plan, also known as a comprehensive plan, for the Tulsa metropolitan area, in accord with Title 19 Oklahoma Statutes, Section 863.7; and

WHEREAS, the purpose of such a comprehensive plan is to bring about coordinated physical development of an area in accord with present and future needs and is developed so as to conserve the natural resources of an area, to ensure the efficient expenditure of public funds, and to promote the health, safety, convenience, prosperity, and general welfare of the people of the area; and

WHEREAS, pursuant to Title 19 Oklahoma Statutes, Section 863.7, the Tulsa Metropolitan Area Planning Commission did, by Resolution on the 29th of June 1960, adopt a Comprehensive Plan for the Tulsa Metropolitan Area, which was subsequently approved by the Mayor and Board of Commissioners of the City of Tulsa, Oklahoma, and by the Board of County Commissioners of Tulsa County, Oklahoma, and was filed of record in the Office of the County Clerk, Tulsa, Oklahoma, all according to law, and which has been subsequently amended; and

WHEREAS, the Tulsa Metropolitan Area Planning Commission did, by Resolution on the 6th of July 2010, adopt an amendment to the Comprehensive Plan for the Tulsa Metropolitan Area, which pertains only to those areas within the incorporated City limits of the City of Tulsa, known as the Tulsa Comprehensive Plan, which was subsequently approved by the Tulsa City Council on the 22nd of July 2010, all according to law, and which has been subsequently amended; and

WHEREAS, on April 9, 2015, the owner of property identified on the attached maps as CPA-34 applied for an amendment of the Tulsa Comprehensive Plan to change the designations on the Land Use Map and Areas of Stability and Growth Map of approximately 35.98 acres of land on the southwest corner of East 71st Street South and South Riverside Drive; and

WHEREAS, a public hearing was held by this Commission on May 20, 2015 and after due study and deliberation, the Commission deemed it advisable and in keeping with the purpose of this Commission, as set forth in Title 19 Oklahoma Statutes, Section 863.7, to adopt amendments to the Tulsa Comprehensive Plan, as originally submitted by the applicant, reflecting 35.89 acres of land on the southwest corner of East 71st Street South and South Riverside Drive and adopted Resolution No. 2698:934 to establish such amendments .

WHEREAS, on June 11, 2015, the City Council received the transmittal of Resolution No. 2698:934 and held two public hearings on June 25, 2015 and July 9, 2015 to consider approval of the proposed amendments to the Comprehensive Plan included in the Resolution.

WHEREAS, at the City Council public hearing on July 9, 2015, the Council unanimously voted to return the proposed amendments to the Commission and recommended that the Commission consider revising Resolution No. 2698:934 by reducing the area affected by the change from 35.89 acres to 12.31 acres.

WHEREAS, on July 15, 2015, a public hearing was held by this Commission to consider Council's recommendation, and after due study and deliberation, this Commission deems it advisable and in keeping with the purpose of this Commission, as set forth in Title 19 Oklahoma Statutes, Section 863.7, to amend Resolution No. 2698:934 to reduce the area of the subject property from 35.89 acres to 12.31 acres and to adopt amendments to the Tulsa Comprehensive Plan, as hereafter described.

CPA-34: Amend Land Use designation from "Park and Open Space" to "Mixed-Use Corridor" and Areas of Stability and Growth designation from "Area of Stability" to "Area of Growth" on approximately 12.31 acres located at the southwest corner of East 71st Street South and South Riverside Drive.

NOW THEREFORE, BE IT RESOLVED, by the Tulsa Metropolitan Area Planning Commission:


Section 1. That Resolution No. 2698:934 is amended as herein set forth.

Section 2. That the Tulsa Comprehensive Plan, as adopted by the Tulsa Metropolitan Area Planning Commission on July 6, 2010 and as amended from time to time, shall be and is hereby amended, to include the amendments to the Land Use designation and the Areas of Stability and Growth designation of the subject 12.31 acres as described above.

Section 2. That a true and correct copy of the pertinent portion of the Land Use Map and Areas of Stability and Growth Map, showing the amendments, is attached to this Resolution.

Section 3. That upon adoption by the Tulsa Metropolitan Area Planning Commission, this Resolution shall be transmitted and submitted to the City Council of the City of Tulsa for its consideration, action and requested approval within forty-five (45) days of its submission.


Section 4. That upon approval by the Tulsa City Council, or should the City Council fail to act upon this amendment to the Tulsa Comprehensive Plan within forty-five (45) days of its submission, it shall be deemed approved with the status of an official plan and immediately have full force and effect.


Michael Covey, Chairman
Tulsa Metropolitan Area Planning Commission

Ryon Stirling, Secretary
Tulsa Metropolitan Area Planning Commission

STATE OF OKLAHOMA)
)
COUNTY OF TULSA) ss.

I, Michael Covey, Chairman of the Tulsa Metropolitan Area Planning Commission, certify on this 15th day of July, 2015 that the foregoing Resolution and amendments to the Tulsa Comprehensive Plan attached to this Resolution are a true and correct copy of the Resolution and amendments to the Tulsa Comprehensive Plan as adopted by the Tulsa Metropolitan Area Planning Commission.


Michael Covey, Chairman
Tulsa Metropolitan Area Planning Commission

BARBARA L. HUNTSINGER
Notary Public, State of Oklahoma
Commission # 13005352
My Commission Expires June 07, 2017

Notary Public

Commission No.: _____

54

Phil Lakin, Jr.
Phil Lakin, Jr., Chair of the City Council

Paul H. Bickel
Assistant City Attorney

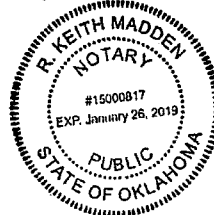
STATE OF OKLAHOMA)
)
COUNTY OF TULSA) ss.

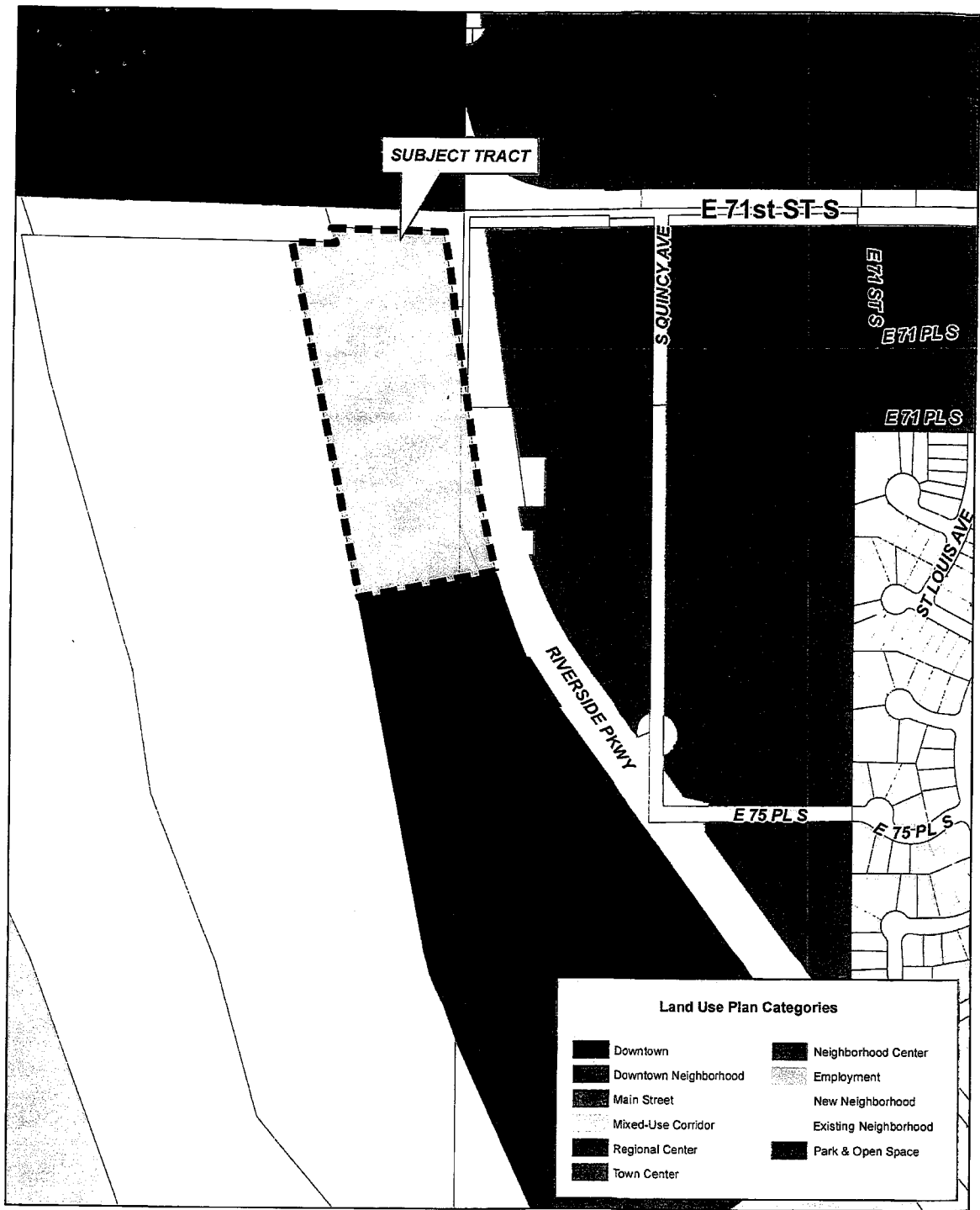
I, Phil Lakin, Jr., Chair of the City Council of the City of Tulsa, Oklahoma certify on this _____ day of _____ 2015 that the foregoing Resolution and amendments to the Tulsa Comprehensive Plan attached to this Resolution are a true and correct copy of the Resolution and amendments to the Tulsa Comprehensive Plan as approved by the City Council of the City of Tulsa.

Subscribed and sworn to before me on this 11th day of JULY 2015.

I appear on this 16 day of JULY 2015
[Signature]
 Notary Public

Commission No.: _____





0 Feet 200 400

CPA-34

18-13 7 & 18-12 12



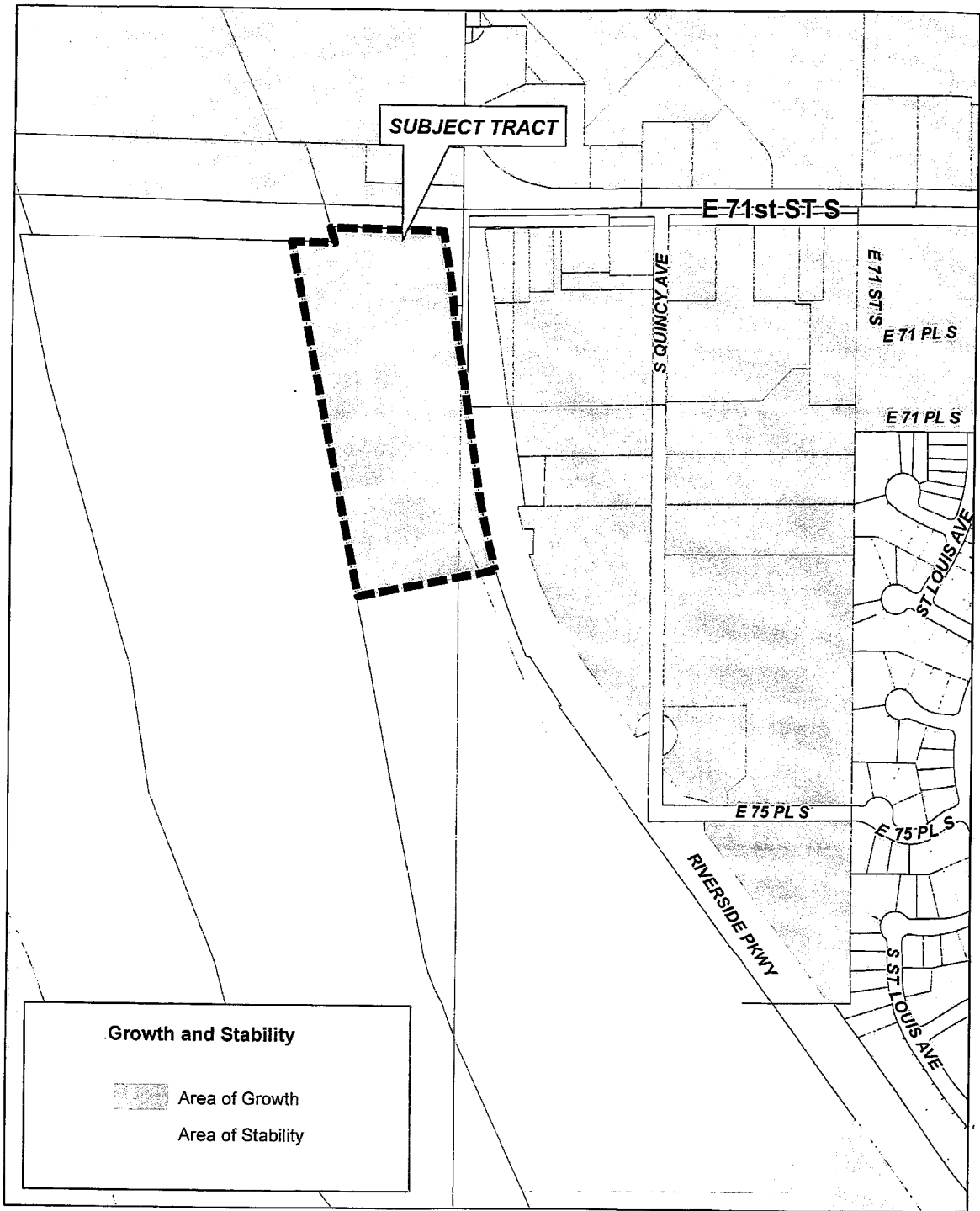


EXHIBIT 3

**AMENDED Notice and Agenda
Special Meeting
Board of Trustees
TULSA PUBLIC FACILITIES AUTHORITY
Tuesday, August 11, 2015 4:00 p.m.
City Hall at One Technology Center
175 E. 2nd St., RM 10-North, Tulsa, OK**

FILED
CITY OF TULSA
STATE OF OKLAHOMA
2015 AUG 7 PM 3 27
MICHAEL P. KIER
CITY CLERK

The Board of Trustees of the Tulsa Public Facilities Authority will report, consider, discuss, and take appropriate action, if any, on the following items:

1. Call to Order
2. Public Comments on the purchase and sale of land owned by Tulsa Public Facilities Authority at 71st and Riverside
3. **AMENDED LANGUAGE:** Consider approval of a purchase and sale contract for land owned by Tulsa Public Facilities Authority at 71st and Riverside or authorization of the continued negotiation of terms of such a purchase and sale contract.
4. Next Regular Meeting: August 27, 2015.
5. Adjournment

EXHIBIT 4

TULSA PUBLIC FACILITIES AUTHORITY

Special Meeting: August 11, 2015

MINUTES

Trustees of the Tulsa Public Facilities Authority met for a Special Meeting on Tuesday August 11, 2015 at 4:00 PM in RM 10-North at City Hall at One Technology Center. Due notice was posted at 8:58 AM on August 6, 2015 with the City Clerk's Office, Suite 260, City Hall at One Technology Center, Tulsa, Oklahoma. Amended notice was posted at 3:27 PM on August 7, 2015 with the City Clerk's Office, Suite 260, City Hall at One Technology Center, Tulsa, Oklahoma.

1. Call to Order.

Upon obtaining a quorum, Mr. Cremin, Chairman, called the meeting to order at approximately 4:09 PM.

TRUSTEES PRESENT

J. Patrick Cremin, Chairman
Chuck Blue, Secretary
George Sartain
Marcia MacLeod, Vice Chairman
Dewey F. Bartlett, Mayor
Jim Twombly, Mayoral Designee Present but Not Voting

TRUSTEES ABSENT

OFFICERS PRESENT:

Melissa Stice, Assistant Secretary
Michael Kier, City Finance

OTHERS PRESENT:

Herb Beatie; Judy Wyatt Trickey; Tom Brown; Marva Bean;
Stan Beair; Ray West; Bill Leighty; Lucy Dolman, City Parks;
Sarah Kobos; Jono Helmerich; Jeannie Cue, City Council;
Clay Bird, City Economic Development; Mark Hogan, City
Asset Management; Bob Edmiston, City Legal; Janine
VanValkenburg, City Legal; Susan Miller, INCOG; DeWayne
Wilkerson, INCOG; Graham Brannin; Don Bouvier; Greg
McGahey; Terry Young; Lou Reynolds; Therese Budges;
Kenton Grant; Terrell Hoagland; Jean Lemmon; Daniel
Jefferies; Jean Lu, City Finance; Shirley Twilley, City Finance

2. Public Comments on the purchase and sale of land owned by Tulsa Public Facilities Authority at 71st and Riverside

Mr. Cremin set the parameters for the public comment period and opened the floor for public comments. Speaking on behalf of the developers, Don Bouvier and Greg McGahey, presented the site plan for the project with details on their intended landscaping plan. They answered questions from the Trustees, including how the

site plan compares to "big box" stores, the scope of the parking and how they plan to incorporate landscaping, and the maintenance of the landscaping on the property.

Mr. Brannin, Mr. Young, Mr. West, Mr. Leighty, Mr. Beattie, Ms. Lemmon, and Ms. Kobos spoke in opposition to the purchase and sale contract. They cited a number of areas that they believed to be concerning about the transaction, including a large amount of parking, potential impacts to the river, and fish and wildlife including potential for runoff from impervious parking and pavement, and that the intent of the property was originally for park land. They also noted the transparency of the process was deficient and that while the committee met the open meetings requirements they did not well-publicize the transaction; It was also stated that only a minor amendment was needed in the rezoning process with a lack of notice to the public beyond 300 feet.

Mr. Bird spoke in support of the project noting the steps taken to select the site and issue an RFP, the lack of response to the RFP, the discussions had with the Helmerich Family, and the marketing of the site following the RFP process. Mr. Bird also informed the trustees that there were several public hearings and newspaper articles on the project over the approximate 2 year period. He also stated that in the original transaction all proceeds, should any property be disposed of, are to go back into the remaining property.

The Trustees asked Mr. Helmerich to state his family's thoughts on the purchase and sale contract. He noted that the family is supportive of this project and they believe this will enhance the trails and outdoor living.

Mr. Leighty presented a petition for temporary injunction filed by Craig Immel on August 11, 2015 to the Trustees. Mr. Reynolds and Mr. Edmiston provided their legal opinions that the temporary injunction was not properly filed, as it was not signed, there was no affidavit attached, and a summons was also not served on the Authority.

Prior to the reading on the next agenda item, Mr. Cremin called for a break at 5:23 PM. The meeting resumed at 5:34 PM.

3. Consider approval of a purchase and sale contract for land owned by Tulsa Public Facilities Authority at 71st and Riverside or authorization of the continued negotiation of terms of such a purchase and sale contract.

Mr. Cremin informed the Trustees of an email he received from Greg Bledsoe regarding the Authority's ability to transfer park land. Ms. VanValkenburg noted that the Authority does have this ability in their trust indenture. It was also noted that the Authority is a separate entity from the City of Tulsa. The Trustees reviewed the list of questions from the July 29, 2015 meeting. Mr. Bird spoke to the relocation of the volleyball courts, affirming that the Volleyball courts can be relocated South on the property instead of Johnson Park. Mr. Wilkerson and Ms. VanValkenburg spoke to the site plan, building renderings and the standards of the landscaping plan. Mr. Bouvier answered questions regarding the number of parking spaces. He also noted that they believe they will be back for regular updates on the status of the project.

Ms. VanValkenburg discussed the restrictive covenants, limiting the uses on the property. The restrictive covenants are to be filed with the property at closing. She also informed the Trustees of their role in a 1031 exchange. Mr. Edmiston spoke to the regulations surrounding damage of the trail system.

The Trustees also discussed the concerns of the transparency of the process, the possible use of the property as office space, and if a determination was made that the property was no longer needed as park land.

Motion: Bartlett moved to accept the purchase and sale contract and utilize the money received for the improvement of the remaining property.

Second: Blue

Vote: The motion carried with the following votes:

Aye: Sartain, Blue, Bartlett

Nay: MacLeod, Cremin

4. Next Regular Meeting: August 27, 2015.

5. Adjournment

Motion: Bartlett moved to adjourn


Second: Blue

Vote: The motion carried with the following votes:

Aye: MacLeod, Sartain, Cremin, Blue, Bartlett

Nay: None

Without objection, the meeting adjourned at approximately 6:20 PM.



Melissa C. Stice, TPFA Assistant Secretary

9/24/15

Date Approved by Authority