City of Choctaw
Regular Choctaw Economic Development Authority Meeting
April 28, 2021 @ 4:30pm
Choctaw City Hall, 2500 N. Choctaw Rd.
Choctaw, Oklahoma 73020

In accordance with Senate bill 1031, which temporarily modified the Open Meeting Act as approved by Governor Stitt on February 10, 2021, the Choctaw Economic Development Authority will host a virtual meeting option until the State of Emergency is lifted. Please join us using either option.

Teleconference dial in number: +1 301 715 8592
Conference ID: 854 9717 4833
Meeting Password: 701106
https://us02web.zoom.us/j/85497174833?pwd=UzNkaG5BUk9LWGxNaUx0b0hnUS9PZz09

1. Call to Order.

2. Roll Call.
Ron Bradshaw, Jim McCharen, Mike Turek, Trent Smith, Luke Martin, Butch Freeman, Alex Lancaster, Matt DeToy, and Trey Kolar will be attending via teleconference.

3. Business Agenda: The following items are hereby designated for discussion and consideration which requires individual action.

3.1 Economic Development Update.

3.2 Quality of Life Subcommittee meeting report.

3.3 Resolution No. 21-03C, approving and authorizing the execution of an amended Declaration of Trust for the Choctaw Economic Development Authority.

3.4 Resolution No. 21-02C, authorizing certain officers of the board to sign checks, checking and savings accounts, MMDA accounts and

other investments and transfers, as necessary; and authorizing certain officers access to the safety deposit boxes.

3.5 Discussion on FY 2021-2022 Budget.

4. Consent Agenda: The following items are hereby designated for routine approval, acceptance or acknowledgment by one motion, subject to any conditions included therein. If any item does not meet with the approval of all members, that item will be heard in regular order.

4.1 Regular Minutes for March 31, 2021.
4.2 Dillon & Associates, PC Invoice #3604 for June 30, 2020 Audit Services.

5. Trustee Remarks: This item is listed to provide an opportunity for the trustees and/or staff to make comments and/or request specific agenda items. No action will be taken.

6. Adjournment:

This agenda was posted in prominent public view at Choctaw City Hall on or prior to 5:00 pm on April 23, 2021 in accordance with the Oklahoma Open Meeting Act.

_____
Amanda Valent, City Clerk

THE CITY OF CHOCTAW ENCOURAGES PARTICIPATION FROM ALL ITS CITIZENS. IF PARTICIPATION AT ANY PUBLIC MEETING IS NOT POSSIBLE DUE TO A DISABILITY, PLEASE NOTIFY THE CITY CLERK AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED MEETING SO THAT NECESSARY ACCOMMODATIONS CAN BE MADE.

The Board of Trustees of the Choctaw Economic Development Authority, met in regular session at Choctaw City Hall at 2500 North Choctaw Road, Choctaw, Oklahoma, on the 28th day of April, 2021, at 4:30 o'clock p.m.

PRESENT: _____

_____

ABSENT: _____

THEREUPON, the Chairman introduced a Resolution which was read in full by the Secretary and upon motion by Trustee _____ , seconded by Trustee _____, said Resolution was adopted by the following vote:

AYES: _____

_____

NAYS: _____

Said Resolution was thereupon signed by the Chairman, attested by the Secretary, sealed with the seal of said Authority as follows:

RESOLUTION NO. 21-03C

A RESOLUTION OF THE CHOCTAW ECONOMIC DEVELOPMENT AUTHORITY, CHOCTAW, OKLAHOMA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDED DECLARATION OF TRUST FOR THE CHOCTAW ECONOMIC DEVELOPMENT AUTHORITY.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CHOCTAW ECONOMIC DEVELOPMENT AUTHORITY:

SECTION 1: The Amended Declaration of Trust by and among Forrest "Butch" Freeman, as Trustor, and Forrest "Butch" Freeman, Ron Bradshaw, Jim McCharen, Mike Turek, Trey Kolar III, Luke Martin, Alex Lancaster, Matt DeToy and Trent Smith, Trustees dated April 28, 2021, which amends the Declaration of Trust, as amended, dated February 25, 2004 creating the Choctaw Economic Development Authority (the "Authority") concerned with an amendment to board membership, a copy of which is on file in the office of the city clerk of the city of Choctaw, Oklahoma, is hereby approved.

ADOPTED and APPROVED on this 28th day of April, 2021.

CHOCTAW ECONOMIC DEVELOPMENT AUTHORITY

_____
Forrest "Butch" Freeman, Chairman

ATTEST:

_____
Amanda Valent, Secretary

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting Secretary of the Choctaw Economic Development Authority, hereby certify that the above and foregoing is a true, correct and complete copy of a Resolution duly adopted by the Board of Trustees of said Authority and of the proceedings of said Board of Trustees in the adoption of said Resolution as shown by the records of my office. I further certify that said meeting complied in all respects with the Oklahoma "Open Meeting Law".

WITNESS my hand and seal of said Authority this 28th day of April, 2021.

_____
Amanda Valent Secretary

ATTEST: (SEAL)

APPENDIX 6

DECLARATION OF TRUST OF THE

CHOCTAW ECONOMIC DEVELOPMENT AUTHORITY

§ 1 Declaration and covenant.
§ 2 Name.
§ 3 Purposes.
§ 4 Duration.
§ 5 Trust estate.
§ 6 The trustees.
§ 7 Powers and duties of trustees.
§ 8 Beneficiary.
§ 9 Termination.
§ 10 Partial ineffectiveness.
§ 11 Covenant.

§ 1 DECLARATION AND COVENANT.

The undersigned trustor hereby contracts with the undersigned trustees, and the latter, as individuals and not as holders of public office, hereby do declare and covenant, between themselves and unto the trustor, the State of Oklahoma and the beneficiary hereinafter described, that they and their successors do and will hold, receive and administer the trust estate hereinafter described, as trustees of a public trust under and pursuant to the laws of the State of Oklahoma now in force and effect (generally, but not exclusively, Section 176 to 180.3, inclusive of Title 60, Oklahoma Statutes 1971, and the Oklahoma Trust Act), solely for the use and benefit of the beneficiary for the public purposes and functions hereinafter set forth, in the manner provided in this instrument, or in the absence of applicable provision herein, then in the manner now provided by law. The aforesaid public trust is created by virtue of the execution of this instrument by the individuals signing the same as the trustor and initial trustees hereunder; and neither the acceptance of the beneficial interest hereunder, nor the endorsement hereon of such acceptance, for and on behalf of the designated beneficiary as provided by law, or the fact that, at the time of signing this instrument, some or all of the initial trustees are members of the governing body thereof, shall be deemed or construed to be the creation of a public trust by the beneficiary or the governing body thereof.

§ 2 NAME.

The name of this trust shall be, and the trustees thereof in their representative fiduciary capacity shall be designated as:

THE CHOCTAW ECONOMIC DEVELOPMENT AUTHORITY

Under that name, the trustees shall, so far as practicable, conduct all business and execute all

instruments in writing, and otherwise perform their duties and functions, in execution of this trust.

§ 3 PURPOSES.

The purposes of this trust, for and on behalf of the beneficiary as hereinafter described, are:

A. To furnish and supply to the inhabitants, owners and occupants of property, and to industrial, commercial and mercantile establishments and enterprises within the corporate limits of the beneficiary and in territory in reasonably convenient proximity thereto, and to the beneficiary and any other governmental agencies or endeavors, utility services and facilities for all purposes that the same be authorized or proper as a function of the beneficiary; and to fix, demand and collect charges, rates and fees for the services and facilities to the same extent as the beneficiary itself might do; provided, that the furnishing of any services or facilities to any person delinquent in the payment of any indebtedness whatsoever to the trust may be discontinued at any time.

B. To promote the development of industry and culture and industrial, manufacturing, cultural and educational activities within and without the territorial limits of the beneficiary and to thereby provide industrial and cultural facilities and additional employment and activities which will benefit and strengthen culture and the economy of the beneficiary and the State of Oklahoma.

C. For the furtherance of the greater convenience and welfare of the beneficiary and the inhabitants thereof, to provide and/or aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the beneficiary, the county or counties in which the beneficiary is located, the school district and/or districts included in whole or in part, within the limits of the beneficiary, and/or any agency or instrumentality of either or any of them, or to any one or more of them, facilities and/or services of any and/or all kinds necessary or convenient for the functioning thereof;

D. To hold, maintain and administer any leasehold rights in and to properties of the beneficiary demised to the trustees, and to comply with the terms and conditions of any lease providing the rights;

E. To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate or otherwise deal with, any and all physical properties and facilities needful or convenient for utilization in executing or promoting the execution of the aforesaid trust purposes or any of them, or which may be useful in securing, developing and maintaining industry and industrial, manufacturing or other activities in the beneficiary and territory in proximity thereto, or which may be useful in promoting culture and education in the aforesaid area; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any of all of the properties and facilities either in execution of any of the aforesaid trust purposes or in the event that any thereof shall no longer be needful for such purposes;

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

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

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

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

§ 4 DURATION.

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

§ 5 TRUST ESTATE.

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

§ 6 THE TRUSTEES.

A. The trustees of this trust shall be nine (9) in number. The initial trustees hereunder shall

be the seven (7) persons subscribing to this instrument as trustees. Said initial trustees shall serve respectively, for terms of five (5) years as designated opposite their signatures hereto. The two (2) newly appointed members, one (1) shall serve an initial term of two (2) years with the said term ending May 01, 2006, and one (1) shall serve an initial term of one (1) year with said term ending May 01, 2005. All successors, immediate and remote, shall serve for five (5) year terms each, thereafter. An initial Trustee who is reappointed shall be deemed a "successor" for application of the preceding sentence. Upon the expiration of the term of a trustee, his death, resignation or incapacity to act, a successor shall be appointed for an new term (or the remainder of an uncompleted term) by the remaining trustees as provided in ~~(c)~~ (D) and confirmed with the approval of a majority of the members of the governing body of the beneficiary; provided:

1. Each undersigned trustee shall continue as such, unless temporarily replaced pursuant to ~~(d)~~ (E) of this section, until succeeded and replaced by some other person as a trustee and such other person shall have qualified as a trustee hereunder as provided in ~~(e)~~ (F) of this section; and

2. All of the legal rights, powers and duties of each trustee shall terminate when he shall cease to be a trustee hereunder and all of such legal rights, powers and duties shall devolve upon his successor and successors, with full right and power of the latter to do so perform any act or thing which his predecessor or an predecessor could have done or performed.

B. The board shall consist of nine (9) members who may be residents of the city, school district or have interest in a business in the city. Ideally the committee membership may include, but not limited to, the following vocational specialties:

a. One member with experience in banking or finance
b. One member with management and/or strategic planning experience
c. One member with experience in hospitality/tourism industry
d. A realtor, real estate broker, or developer
e. A business owner

The ideal candidate to serve on the committee offers a solid mix of experience, qualifications, and passion for enhancing economic prosperity and building a thriving business environment for our city. All persons interested in becoming a members of this committee shall submit a written application provided by the city. Committee shall not discriminate based on race, creed, religion, sexual orientation or marital status. The committee will review all application.

~~B~~. C. Each trustee qualifying under this instrument shall continue as such until his successor shall have qualified as provided in ~~(e)~~ (F) of this section.

~~C.~~ D. The determination of the fact of a vacancy shall be vested exclusively in the remaining trustee or trustees and his or their determination of such fact shall be conclusive; and, in the event that such a vacancy shall be determined to exist, the remaining trustee or trustees may fill such vacancy pending qualification, as provided in ~~(e)~~ (F) of this section,

of the person entitled so to do.

~~D.~~ E. The trustees may contract, in connection with the incurring of any indebtedness or obligation related to the trust estate and/or its revenues, or any part of either or both, that temporary trustees, residents of the state of Oklahoma, and approved by the district court of Oklahoma County, or a judge of the court, may be appointed to act in place and instead of permanent trustees in relation to the trust estate or any part thereof, in such number that such temporary trustees may constitute a majority of the trustees in relation to the trust estate or any part thereof, in the event of a default in the performance of such obligations or the payment of the principal of and interest on any debt incurred in relation to the trust estate or any portion thereof or compliance with the terms of any instrument securing such debt or pursuant to which such debt be incurred. Any such contract, if made, shall provide that any such appointment shall designate the permanent trustee to be so temporarily supplanted. Each such temporary trustee so appointed shall, after he shall have qualified as provided in ~~(e)~~ (F) of this section, supplant in all respects the permanent trustee so designated in relation to the trust estate or that portion thereof for which he was appointed; and, during the term of any such temporary trustee, the permanent trustee so supplanted shall be wholly without authority, duty or liability of any kind in relation to the trust estate or the portion thereof, under the terms of this instrument. All temporary trustees shall cease to have any power or authority upon the termination of all defaults by which their appointments would have been authorized, and, automatically, the permanent trustees supplanted shall be reinstated.

~~E.~~ F. All trustees, and all temporary trustees appointed hereunder, shall qualify by written acceptances of all of the terms of this instrument, filed in the office of the clerk of the beneficiary, and by subscribing and filing such oaths as shall be required by law of public officers of the state of Oklahoma.

~~F.~~ G. The acceptance of the office of trustee of this trust shall not constitute the trustees hereunder, permanent or temporary, or both, to be in partnership or association, but each shall be an individual and wholly independent trustee only.

~~G.~~ H. Notwithstanding any provision of this instrument which shall appear to provide otherwise, no trustee or trustees shall have any power or authority to bind or obligate any other trustee, or the beneficiary of this trust, in his or its individual capacity.

~~H.~~ I. All persons, firms, associations, trusteeships, corporations, municipalities, governments, and all agents, agencies and instrumentalities thereof, contracting with any trustee or trustees, permanent or temporary or both, shall take notice that all expenses and obligations, and all debts, damages, judgments, decrees or liabilities incurred by any trustee or trustees, permanent or temporary or both, and any of the foregoing incurred by any agent, servant or employee of any such trustee or trustees, in the execution of the purposes of this trust, whether arising from contract or tort, shall be solely chargeable to, and payable out of, the trust estate. In no event shall any trustee, permanent or temporary, or the beneficiary of this trust, be in any manner individually liable for any

injury or damage to persons or property, or for breach of contract or obligations, caused by, arising from, incident to, or growing out of the execution of this trust; nor shall they, or any of them, be liable for the acts or omissions of each other or of another such trustee; provided, however, that the foregoing shall not apply to any willful or grossly negligent breach of trust of any trustee.

§ 7 POWERS AND DUTIES OF TRUSTEES.

Subject to, and in full compliance with, all requirements of law, applicable to this trust or to the trustees thereof;

A. The trustees, in the manner hereinafter set forth, shall do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes enumerated in Section 3 of this instrument, with the general authority hereby given being intended to make fully effective the power of the trustees under this instrument; and, to effectuate the purposes, the trustees are specifically authorized (but their general powers not limited thereby, notwithstanding any specific enumeration or description), in a lawful manner:

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

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

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

4. To enter into, make and perform contracts of every lawful kind or character, including (but not limited to), management contracts, with any person, firm, association, corporation, trusteeship, municipality, government, or sovereignty; and without limit as to amount, to draw, make, accept, endorse, assume,

guarantee, discount, execute and issue, promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures, and any other negotiable or non-negotiable or transferable or nontransferable instruments, obligations, and evidences of unsecured or secured indebtedness, and if secured by mortgage, deed of trust, or otherwise, secured by all or any part or parts of the property of the trust, and to pledge all or any part of the income of the trust, in the same manner and to the same extent as a natural person might or could do.

B. The trustees shall collect and receive all property, money, rents, and income of all kinds belonging to or due the trust estate, and shall use the same solely for the purposes, and the furtherance of the purposes, set forth in Section 3 of this instrument, and not otherwise. Without limiting the foregoing provisions of this paragraph, none of the net earnings or income derived from or accruing to the trust estate, nor any part of the trust estate, in any instance beyond that necessary to pay the principal of and interest on indebtedness incurred for purposes set forth in Section 3 of this instrument and to pay the costs and expenses of implementation of the purposes, shall inure to the benefit of any person or entity other than the beneficiary and the other governmental entities referred to in paragraph C of Section 3 hereof.

C. The trustees shall take and hold title to all property at any time belonging to the trust in the names of the trustees or in the name of the authority and shall have and exercise exclusively the management and control of the same, for the use and benefit of the beneficiary, as provided herein, in the execution of the purposes of this trust; and the right of the trustees to manager, control and administer the trust, its property, assets and business shall be absolute and unconditional and free from any direction, control or management by the beneficiary, or any person or persons whomsoever.

D. The trustees may employ such agents, servants and employees as they deem necessary, proper or convenient for the execution of the purposes of this trust, and prescribe their duties and fix their compensation.

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

F. The trustees, by resolution, may divide the duties of the trustees hereunder, delegating all or any part of such duties to one or another of the trustees as they deem proper; but, whereas specific duty is not so designated, a majority of the trustees must act for the authority.

G. The trustees shall, in the name of the trust as herein above set forth, or in their names as trustees, bring any suit or action, which, in their judgment, shall be necessary or proper to protect the interests of the trust, or to enforce any claim, demand or contract for the trust or for the benefit of the trust; and they shall defend, in their discretion, any action or

proceeding against the trust or the trustees or agents, servants or employees thereof. And the trustees are expressly authorized, in their discretion, to bring, enter, prosecute, or defend any action or proceeding in which the trust shall be interested, and to compromise any such action or proceeding and discharge the same out of the trust property and assets; and the trustees also are expressly authorized to pay or transfer out of the trust property or assets such money or property as shall be required to satisfy my judgment or decree rendered against them as trustees, or against the trust, together with all costs, including court costs, counsel and attorneys' fees, and also to pay out of the trust property and assets such sums of money, or transfer appropriate property or assets of the trust, for the purpose of settling, compromising, or adjusting any claim, demand, controversy, action or proceedings, together with all costs and expenses connected therewith; and all such expenditures and transfers shall be treated as proper expenses of executing the purposes of this trust.

H. No bond shall be required of the trustees, or any of them, unless they shall deem the same proper and shall provide therefor by resolution.

I. All proceedings of the trustees shall be taken in public meeting only in accordance with the Oklahoma Open Meeting Act, and the trustees shall make, or cause to be made, a written record of all of their proceedings. All records of the trust shall be subject to inspection during customary business hours as are public records of the beneficiary in accordance with the Oklahoma Open Records Act.

J. At their first meeting, the trustees shall designate the principal office of the trust; and they also shall designate the time and place for regular meetings of the trustees. The time and place of regular meetings shall not be changed unless at a meeting where all incumbent trustees are present. Special meetings may be held upon such call by the chairman or any three (3) trustees. The trustees shall cause to be file, in all places where this instrument is recorded, a certificate designating the principal office of the trust and the time and place of regular meetings of the trustees; and any changes therein shall be filed for record in like manner.

K. The trust is subject to the Public Competitive Bidding Act in accordance with Title 61, Section 101.

L. Bids for all contracts for construction, labor, equipment, material or repairs in excess of twenty-five thousand dollars ($25,000.00) shall be in accordance with the procedure set out in Title 60, Section 176(H).

M. The trustees must cause an audit to be made of, including, but not limited to, the funds, accounts, and fiscal affairs of the trust, such audit to be ordered within thirty (30) days of the close of each fiscal year of the trust. The audit shall be filed in accordance with the requirements set forth for financial statement audits in Section 212A of Title 74 of the Oklahoma Statutes.

N. The trustees shall file annually, with the beneficiary, copies of financial documents and reports sufficient to demonstrate the fiscal activity of the trust, including, but not limited to, budgets, financial reports, bond indentures and audits. Amendments to the adopted budget shall be approved by the trustees and recorded as such in the official minutes of the trust.

§ 8 BENEFICIARY.

A. The term "beneficiary", as used in this instrument, shall denote the incorporated

THE CITY OF CHOCTAW,

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

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

§ 9 TERMINATION.

A. This trust shall be irrevocable by the trustor and shall terminate:

1. When the purposes set forth in Section 3 of this instrument shall have been fully

executed and fulfilled; or

2. In the event of the happening of any event or circumstance that would prevent the purposes from being executed and fulfilled and all of the trustees and the governing body of the municipality having beneficial interest hereunder, with the approval of the Governor of the state of Oklahoma, shall agree that such event or circumstance has taken place; provided, however, that all indebtedness of the trust shall have been paid; or

3. In the manner provided by Title 60, Section 180, Oklahoma Statutes 1971; provided, however, that this trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed-term obligations of the trustees, unless all owners of such indebtedness or obligations, or someone authorized by them so to do, shall have consented in writing to such termination.

B. Upon the termination of this trust, the trustees shall proceed to wind up the affairs of the trust, and, after payment of all debts and obligations out of trust assets, to the extent thereof, shall distribute the residue of the trust assets to the beneficiary hereunder as provided in Section 3 of this instrument. Upon final distribution as aforesaid, the powers, duties and authority of the trustees hereunder shall cease.

§ 10 PARTIAL INEFFECTIVENESS.

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

§ 11 COVENANT.

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

IN WITNESS WHEREOF, we have hereunto set our hands, executing this Declaration of Trust in several multiple originals, all of which constitute one and the same instrument, this 28 day of April, 2021.

_____

Trustor

Trustees	Term
_____ Forrest "Butch" Freeman	August 2020
_____ Ron Bradshaw	February 2020
_____ Jim McCharen	May 2017
_____ Mike Turek	May 2018
_____ Trey Kolar III	June 2020
_____ Luke Martin	April 2019
_____ Alex Lancaster	August 2020
_____ Matt DeToy	March 2020
_____ Trent Smith	February 2020

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

On this 28 day of April, 2021, before me, the undersigned Notary Public in and for said County and State, personally appeared

Butch "Forrest" Freeman	Ron Bradshaw	Jim McCharen
Mike Turek	Trey Kolar III	Luke Martin
Alex Lancaster	Matt DeToy	Trent Smith

to me know to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

_____
Notary Public

(SEAL)

_____ _____
My Commission Expires My Commission Number

CERTIFICATE

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

_____
City Clerk

RESOLUTION NO. 21-02C

A RESOLUTION OF THE CHOCTAW ECONOMIC DEVELOPMENT AUTHORITY, CHOCTAW, OKLAHOMA, AUTHORIZING CERTAIN OFFICERS OF THE BOARD TO SIGN CHECKS, CHECKING AND SAVINGS ACCOUNTS, MMDA ACCOUNTS AND OTHER INVESTMENTS AND TRANSFERS, AS NECESSARY; AND AUTHORIZING CERTAIN OFFICERS ACCESS TO THE SAFETY DEPOSIT BOXES.

WHEREAS, the following persons have been duly appointed to the offices stated:

Name	Title
Butch Freeman	Chairman
Luke Martin	Vice-Chairman
Alex Lancaster	Treasurer

; and

WHEREAS, the officers listed are public officials and acting within the scope of the authority granted by the Declaration of Trust of the Choctaw Economic Development Authority on behalf of the City of Choctaw, Oklahoma; and

WHEREAS, it is necessary to authorize the signing of financial transactions by any of the two (2) officers in the absence of any officer authorized to sign; and

NOW, THEREFORE, BE IT RESOLVED by the Choctaw Economic Development Authority (CEDA), Choctaw, Oklahoma, to wit:

Section 1. That any two (2) of the following officers are hereby authorized to sign all checks for all accounts of the CEDA Board:

Butch Freeman, Chairman
Alex Lancaster, Treasurer
Tracy Jordan, City Representative (Director of Finance)
Amanda Valent, City Representative (City Clerk)

Section 2. That any two (2) of the following officers are hereby authorized to sign all checking and savings accounts, MMDA accounts and other investments and transfers for all accounts of the CEDA Board:

Butch Freeman, Chairman
Alex Lancaster, Treasurer
Tracy Jordan, City Representative (Director of Finance)
Amanda Valent, City Representative (City Clerk)

ADOPTED and **APPROVED** by the Choctaw Economic Development Authority (CEDA), Choctaw, Oklahoma, this 28th day of April, 2021.

CHOCTAW ECONOMIC DEVELOPMENT AUTHORITY

_____
Butch Freeman, Chairman

ATTEST:

_____
Amanda Valent, City Clerk

City of Choctaw
Regular Choctaw Economic Development Authority Meeting
March 31, 2021 @ 4:30pm
Choctaw City Hall, 2500 N. Choctaw Rd.
Choctaw, Oklahoma 73020

MINUTES

In accordance with Senate bill 1031, which temporarily modified the Open Meeting Act as approved by Governor Stitt on February 10, 2021, the Choctaw Economic Development Authority will host a virtual meeting option until the State of Emergency is lifted. Please join us using either option.

Teleconference dial in number: +1 301 715 8592
Conference ID: 813 9031 9690
Meeting Password: 882463
https://us02web.zoom.us/j/81390319690?pwd=bUVIenl1NXBjV09FNFJKYmJZSEl4QT09

***** FACIAL COVERINGS ARE REQUIRED TO BE WORN BY ALL IN PERSON ATTENDEES IN ACCORDANCE WITH ORDINANCE NO. 841-2020 *****

1. Call to Order **Butch Freeman @ 4:30 p.m.**
2. Roll Call:

8	**Present:**	**Jim McCharen; Matt DeToy (teleconference); Trent Smith; Alex Lancaster; Mike Turek; Trey Kolar III; Butch Freeman; Luke Martin**
1	**Absent:**	**Ron Bradshaw**
	Staff:	**Cary Simonds, Economic Development Director Tracy Jordan, Interim City Manager Purvi Patel, City Planner**

3. **Business Agenda:** The following items are hereby designated for discussion and consideration which requires individual action.

3.1 Review of multi-tenant signage in the Choctaw Creek Business Park.

City Planner, Purvi Patel, reported a request has been received by the City of Choctaw to move a business sign in the Choctaw Creek Business Park. Signage within the Choctaw Creek Business Park is regulated by covenants under the jurisdiction of the Choctaw Economic Development Authority.

MOTION by Trent Smith SECOND by Jim McCharen to identify the request as a special use and approve the request as presented.

MOTION CARRIED:

8	**Ayes:**	**Freeman, McCharen, Turek, Smith, Lancaster, Kolar, DeToy; Martin**
0	**Nays:**	**None**
1	**Absent:**	**Bradshaw**

3.2 Economic Development updates and discussion.

Mr. Simonds reported the following:

- **Two ribbon cuttings were held this week and the Best Western Ribbon Cutting will be held on Friday.**
- **Development since the last meeting:**
  - **NE 23rd & Hiwassee – Property currently under contract.**
- **SE 15th Street and Anderson Road will have water and sewer by August 2021.**
- **There is commercial potential at the corner of SE 15th Street and Anderson Road.**

3.3 Quality of Life and Sales Tax subcommittee start date.

Mr. Simonds reported the Quality of Life and Sales Tax Subcommittees will begin meeting. Meeting notices will be posted at City Hall.

3.4 Proposed changes to the Declaration of Trust of the Choctaw Economic Development Authority.

MOTION by Alex Lancaster SECOND by Trent Smith to present proposed changes to the Declaration of Trust of the Choctaw Economic Development Authority at the regular meeting of April 28, 2021.

MOTION CARRIED:

8	**Ayes:**	**Freeman, McCharen, Turek, Smith, Martin, Lancaster, Kolar, DeToy**
0	**Nays:**	**None**
1	**Absent:**	**Bradshaw**

4. Consent Agenda: The following items are hereby designated for routine approval, acceptance or acknowledgment by one motion, subject to any conditions included therein. If any item does not meet with the approval of all members, that item will be heard in regular order.

4.1 Regular minutes for 02-24-21.
4.2 Financial report for period ending March 31, 2021

MOTION by Mike Turek SECOND by Jim McCharen to approve the Consent Agenda as presented.

MOTION CARRIED:

8	**Ayes:**	**Freeman, McCharen, Turek, Smith, Lancaster, Kolar, DeToy, Martin**
0	**Nays:**	**None**

1 Absent: Bradshaw

5. **Trustee Remarks:** This item is listed to provide an opportunity for the trustees and/or staff to make comments and/or request specific agenda items. No action will be taken.

6. **Adjournment:**
Called @ 5:29 p.m.

CHOCTAW ECONOMIC DEVELOPMENT AUTHORITY

ATTEST:

_____
Butch Freeman, Chairman

_____
Amanda Valent, City Clerk

Dillon & Associates, PC
Certified Public Accountants
1401 S. Douglas Blvd., Ste A
Midwest City, OK 73130

Invoice

Date	Invoice #
3/12/2021	3604

Bill To
Choctaw Economic Development Authority

Description	Amount
Audit billing on the June 30, 2020 financial statements	1,000.00
	Total $1,000.00