



63rd City Council
Mayor Steven J. Gentling
Ward I – John Wood, Ed Wood Ward II – Jeff Taylor, Brian Bothroyd
Ward III – Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, April 19, 2016 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Public Comments, Community Announcements and Recognitions.
 - a. Purple Heart City Proclamation
 - b. '89er Days Proclamation
3. Consent Agenda.
All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
 - A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held April 5, 2016..... 1
 - B. Consider approval of Budget Amendment No. 6 increasing the budget for the General Fund, GPWA Fund, Fire Fund, Hotel/Motel Fund, and Capital Projects Fund. 4
 - C. Consider approval to award Bid No. 2016-02, Sewer Line Improvement Materials, Alt Bid No. 1 in the amount of \$30,647.68 to Oklahoma Contractors Supply, and Alt Bid No. 3 in the amount of \$3,273.27 to Pioneer Supply and allow City of Guthrie staff to make the purchase..... 7
 - D. Consider approval of a Managed Print Service Lease Agreement with One Source for citywide lease and maintenance services of multifunction devices commencing on or before June 1, 2016 with the non-appropriation clause as required by Oklahoma State Statutes and allow the Mayor to execute the contract..... 9
4. Adjournment.

CITY COUNCIL MEETING

63rd City Council
Tuesday, April 19, 2016, 7:00pm
City Hall Council Chambers
101 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.

2. Consent Agenda

All matters listed will be enacted by one motion unless a request is made for discussion by any council member or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.

- A. Consider approval of minutes of the Regular City Council Meeting held on April 5, 2016 19
- B. Consider approval of Budget Amendment No. 6 increasing the budget for the General Fund, GPWA Fund, Fire Fund, Hotel/Motel Fund, and Capital Projects Fund. 4
- C. Consider authorizing Library Staff to implement the Exercise for Fines Program for the month of June 2016 (1 June 2016 – 30 June 2016)..... 22
- D. Consider approval of a Managed Print Service Lease Agreement with One Source for citywide lease and maintenance services of multifunction devices commencing on or before June 1, 2016 with the non-appropriation clause as required by Oklahoma State Statutes and allow the Mayor to execute the contract..... 9
- 3. Discussion and possible action to approve the agreement with YMCA for management of the Municipal Swimming Pool 24
- 4. Discussion and possible action on Mayor’s nomination(s) to the Historic Preservation Commission..... 28
- 5. Discussion and possible action on Mayor’s nomination(s) to the Guthrie Planning Commission..... 32
- 6. City Manager’s Report
- 7. Requests/comments from members of the City Council
- 8. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:
 - A. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (City v. Lauren Ladd)
- 9. Consider action regarding City v. Lauren Ladd.
- 10. Adjournment.

MINUTES
GUTHRIE PUBLIC WORKS AUTHORITY MEETING
April 5, 2016

The regular meeting of the Guthrie Public Works Authority was posted on Friday, April 1, 2016, before 5:00 p.m. and held Tuesday, April 5, 2016, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Trustee Jeff Taylor.

Invocation was given by Pastor Don Riepe, Guthrie Christian Church.

Chairman Steven J. Gentling called the meeting to order at 7:01 p.m.

Members Present:	Steven J. Gentling	John Wood	Jeff Taylor
	Sharyl Padgett	Ed Wood	Brian Bothroyd

Members Absent: Gaylord Z. Thomas

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Maxine Pruitt	Jim Ahlgren	Don Sweger
	Suzette Chang	Cody Mosley	

Chairman Gentling declared a quorum with six (6) Trustee Members in attendance.

Public Comments, Community Announcements, and Recognition.

- A. Mayor Gentling presented a Proclamation for Autism Awareness Week and Autism Day to the Hood family.
- B. Mayor Gentling presented a Proclamation for National Telecommunicator Week to Police Chief Don Sweger
- C. Mayor Gentling presented a Proclamation for National Animal Control Officer Appreciation Week to Police Chief Don Sweger

Consent Agenda. Motion by Vice Chairman J. Wood, seconded by Trustee Taylor, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held March 15, 2016.
- B. Consider approval of agreement with R.A. Wilson Enterprises, Logan County Rural Water, Sewer, and Solid Waste Management District No. 1, the City of Guthrie, and Guthrie Public Works Authority allowing potable water service from the Guthrie Public Works Authority.
- C. Consider approval of agreement with Lucky Mini Storage, Logan County Rural Water, Sewer and Solid Waste Management District No. 1, the City of Guthrie, and Guthrie Public Works Authority allowing potable water service from the Guthrie Public Works Authority.

- D. Consider approval of agreement with Joyce Wehr, Logan County Rural Water, Sewer and Solid Waste Management District No. 1, the City of Guthrie, and Guthrie Public Works Authority allowing potable water service from the Guthrie Public Works Authority.
- E. Consider approval of agreement with Cory Bertrand, Logan County Rural Water, Sewer and Solid Waste Management District No. 1, the City of Guthrie, and Guthrie Public Works Authority allowing potable water service from the Guthrie Public Works Authority.
- F. Consider approval to accept a 20 foot easement from Love's Travel Stops & Country Stores, Inc., located in and across the East ½ of the South ½ of the NE ¼ Section 10, T16N, R2W, I.M., Logan County, Oklahoma.

Trustees entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Chairman Gentling declared the motion carried unanimously.

Discussion and possible action with respect to the potential refunding of the Authority's 2008 and 2009 Drinking Water State Revolving Fund (DWSRF) Promissory Note to the Oklahoma Water Resources Board (OWRB) and funding (financing) certain capital projects, including authorization to distributed bid packets to financial institutions for the purpose of soliciting competitive interest rate quotes. OWRB is offering the opportunity of refunding/refinancing the 2008 and 2009 DWSRF Loans at a lower interest rate from 4.5% to approximately 2.3%. GPWA has three refinancing options to consider:

1. Keep the GPWA's debt service payments approximately the same and pay off the loan sooner; or,
2. Have the final loan maturity remain the same with reduced debt service payments and annual debt service saving from the OWRB applied proportionally to GPWA's loan based on the annual loan principal outstanding; or,
3. Pay off the remaining balance of the loan by borrowing funds from a private entity.

Executing the third option would refund all outstanding principle from those two loans and allow the opportunity to borrow additional funds to begin certain capital improvement (sales tax) projects. Motion by Trustee Bothroyd, seconded by Trustee Taylor, moved approval of Option 3 – pay off the remaining balance of the loan by borrowing funds from a private entity. Trustees entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Chairman Gentling declared the motion carried unanimously.

Motion by Vice Chairman J. Wood, seconded by Trustee Taylor, moved approval of adding an additional \$3,070,000 to the refinancing of the OWRB loans for the construction of a swimming

pool and engineering services for the Waste Water Treatment Plant. Trustees entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Chairman Gentling declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie Public Works Authority Trustees, Chairman Gentling declared the meeting adjourned at 8:25 p.m.

Kim Biggs, Secretary

Steven J. Gentling, Chairman



Agenda Item Cover Letter

Meeting

City Council
 GPWA
Other: _____

Date of Meeting

April 19, 2016

Contact

Kim Biggs
City Clerk/Treasurer

Agenda Item

Consider approval of Budget Amendment No. 6 increasing the budget for the General Fund, GPWA Fund, Fire Fund, Hotel/Motel Fund, and Capital Projects Fund.

Summary

Budget Amendment No. 6 addresses unbudgeted revenue and expenditures:

1. Transferring money from one line item to another within the General Fund in the amount of \$1361 to be transferred to the Capital Projects Fund for the purpose of a lease/purchase payment of new computers.
2. Increasing General Fund in the amount of \$20,560 to fund CVB coordinator position with monies received from the Hotel/Motel Fund.
3. Transferring money from one line item to another within the Guthrie Public Works Authority Fund in the amount of \$1500 to be transferred to the Capital Projects Fund for the purpose of a lease/purchase payment of new computers.
4. Increasing Fire Fund in the amount of \$46,874 for monies received from FEMA Assistance/Firefighters Grant and Logan County EMS District and increasing various expenditure line items for the same.
5. Increasing Capital Projects Fund in the amount of \$2861 for monies received from General Fund and GPWA Fund for the lease/purchase payment of new computers.
6. Transferring money from one line item to another within the Hotel/Motel Fund in the amount of \$20,560 to be transferred to the General Fund for the purpose of funding the CVB coordinator position.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>See Attached</u>	Amount	<u>See Budget Revision Report</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Request for Budget Amendment
- Budget Revision Report

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

**CITY OF GUTHRIE
GUTHRIE PUBLIC WORKS AUTHORITY**

REQUEST FOR BUDGET AMENDMENT

Type of Amendment:

Date: April 19, 2016

- 1. Transfer of Appropriations --X--
- 2. Supplemental Appropriations --X--
- 3. Appropriation Decrease
- 4. Revenue Increase

Amendment No. 6

Funds Effected:

- General Fund – \$20,560
- Transfer w/in General Fund - \$1,361
- Transfer w/in GPWA Fund - \$1,500
- Fire Fund - \$46,874
- Transfer w/in Hotel/Motel Fund - \$20,560
- Capital Projects - \$2,861

Comments:

Budget Amendment No. 6 addresses unbudgeted revenue and expenditures:

- 1. Transferring money from one line item to another within the General Fund in the amount of \$1361 to be transferred to the Capital Projects Fund for the purpose of a lease/purchase payment of new computers.
- 2. Increasing General Fund in the amount of \$20,560 to fund CVB coordinator position with monies received from the Hotel/Motel Fund.
- 3. Transferring money from one line item to another within the Guthrie Public Works Authority Fund in the amount of \$1500 to be transferred to the Capital Projects Fund for the purpose of a lease/purchase payment of new computers.
- 4. Increasing Fire Fund in the amount of \$46,874 for monies received from FEMA Assistance/Firefighters Grant and Logan County EMS District and increasing various expenditure line items for the same.
- 5. Increasing Capital Projects Fund in the amount of \$2861 for monies received from General Fund and GPWA Fund for the lease/purchase payment of new computers.
- 6. Transferring money from one line item to another within the Hotel/Motel Fund in the amount of \$20,560 to be transferred to the General Fund for the purpose of funding the CVB coordinator position.

APPROVAL

Date: _____

Purchasing Agent: _____ City Manager: _____

Council Approval Needed? Yes No Date Posted: _____

If yes, date approved: _____ City Clerk: _____

After amendment has been entered in the computer, copies are to be sent to the following:

- City Manager - 1 copy
- Purchasing Agent - 1 copy
- Department Head - 1 copy

City of Guthrie
2016 Unposted Budget Revisions

Fiscal Year	Period	Reason	Account Number	Description	Increase	Decrease
2016	7	No. 6	01-01-00-6311	Computer Operations	\$0.00	\$1,361.00
			01-01-00-6902	Transfer to Capital Projects	\$1,016.00	\$0.00
			20-21-00-6311	Computer Operations	\$0.00	\$1,500.00
			20-21-00-6902	Transfer to Capital Projects	\$1,500.00	\$0.00
			54-00-00-5403	Transfer from General Fund	\$1,361.00	\$0.00
			54-00-00-5402	Transfer from GPWA	\$1,500.00	\$0.00
			54-54-02-6706	Lease/Purchase - Computers	\$2,861.00	\$0.00
			45-45-00-6373	Professional Services	\$0.00	\$20,560.00
			45-45-00-6900	Transfer to General Fund	\$20,560.00	\$0.00
			01-00-00-5406	Transfer from Hotel/Motel Fund	\$20,560.00	\$0.00
			01-05-50-6010	Community Development Salaries	\$20,560.00	\$0.00
			09-00-00-5416	FEMA Reimbursement	\$5,574.00	\$0.00
			09-09-90-6102	Minor Tools	\$1,825.00	\$0.00
			09-09-90-6112	Buildings & Grounds	\$3,749.00	\$0.00
			09-00-00-5437	Ambulance Reimbursement	\$41,299.25	\$0.00
			09-09-92-6709	Lease/Purchase - Ambulance	\$41,299.25	\$0.00



Agenda Item Cover Letter

Meeting: City Council, GPWA, Other: Date of Meeting: April 19, 2016 Contact: Jessie Bryan, Purchasing Agent

Agenda Item

Consider approval to award Bid No. 2016-02, Sewer Line Improvement Materials, Alt Bid No.1 in the amount of \$30,647.68 to Oklahoma Contractors Supply, and Alt Bid No.3 in the amount of \$3,273.27 to Pioneer Supply and allow City of Guthrie staff to make the purchase.

Summary

On January 5, 2016, City Council gave permission to solicit bids for the purchase of materials for sanitary sewer system improvements in the area of Pine and Bird Creek. Sealed bids were opened and read aloud on March 22, 2016 in the Council Chambers. Three bids were received. The tabulation is included as supporting documentation. Although we did not receive a bid for aggregate we will purchase at the lowest rate possible and that amount is under the required competitive bidding laws. City staff will be able to complete this sewer system improvement once the materials are purchased.

Funding Expected: Revenue, Expenditure, N/A; Budgeted: Yes, No, N/A; Account Number: 55-55-00-6547, Amount: 33,920.95; Legal Review: N/A, Required, Completed Date:

Supporting documents attached

- Bid Tabulation Sheet

Recommendation

Approve to award Bid No. 2016-02, Sewer Line Improvement Materials, Alt Bid No.1 in the amount of \$30,647.68 to Oklahoma Contractors Supply, and Alt Bid No.3 in the amount of \$3,273.27 to Pioneer Supply and allow City of Guthrie staff to make the purchase.

Action Needed: Public Hearing, Motion, Emergency Clause

BID TABULATION SHEET**OPENED: Tuesday March 22, 2016****Sewer System Improvements - Materials Only****BID NO. 2016-02**

VENDOR	TOTAL BID PRICE
American Waterworks Supply Norman, OK	Alt Bid 1: 1-30,691.80 2-3,800.00 3-321.00 Total: 34,812.80 Alt Bid 2: 1-No Bid 2-No Bid Alt Bid 3: 1-No Bid
Pioneer Supply Moore, OK	Alt Bid 1: 1-28,939.50 2-4,908.35 3-240.00 Total: 34,087.85 Alt Bid 2: 1-No Bid 2-No Bid Alt Bid 3: 1-3,273.27
Oklahoma Contractor Supply Oklahoma City, OK	Alt Bid 1: 1-26,698.68 2-3,700.00 3-249.00 Total: 30,647.68 Alt Bid 2: 1-No Bid 2-No Bid Alt Bid 3: 1-No Bid



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

April 19, 2016

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval of a Managed Print Service Lease Agreement with One Source for citywide lease and maintenance services of multifunction devices commencing on or before June 1, 2016 with the non-appropriation clause as required by Oklahoma State Statutes and allow the Mayor to execute the contract.

Summary

The City currently has a contract with Standley Systems which includes 16 multifunctioning machines. The annual cost of our current provider, Standley Systems, includes prints, supplies, repair & maintenance averages \$3,125 a month based on usage. In an effort to reduce costs the city solicited informal written proposals from three eligible vendors available through the State of Oklahoma Department of Central Services, Central Purchasing Division.

Vendor	Proposal	Current	1 yr savings	5 yr savings
One Source	\$2,062.00	\$3,125.00	\$12,756.00	\$63,780.00
Standley Systems	\$2,234.00	\$3,125.00	\$10,692.00	\$53,460.00
STC Business World	\$2,091.00	\$3,125.00	\$12,408.00	\$62,040.00

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number Various _____ **Amount** \$24,744.00 _____

Legal Review N/A Required Completed Date: _____

Supporting documents attached

- Interlocal Cooperation Agreement
- Lease Agreement
- Lease Non Appropriation Addendum
- Xerox Schedule A

Recommendation

Staff recommends approving the lease agreement with One Source Managed Services and terminating the existing lease agreement with Standley Systems upon payment of the balance due on the current contract.

Action Needed Public Hearing Motion Emergency Clause

INTERLOCAL COOPERATION AGREEMENT

Education Service Center, Region 20 (its' PACE Purchasing Cooperative)

Oklahoma Agency

City of Guthrie

Public Agency

Public Agency Number (if available)

Education Service Center, Region 20 (its PACE Purchasing Cooperative) 015-950

County District Number

The Education Service Center, Region 20 is a political subdivision of Texas. TEX EDUC. CODE section 8.001 et seq. Texas Education Code section 8.002(a) permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations. Authority for such services is granted under sections 791-001 to 791.029 of the Local Government Code; V.T.C.A. as amended ("TICA"). TICA also expressly states that a party to an interlocal contract may contract with a similar agency of another state. TEX GOV'T CODE section 791.011(b)(2).

Interlocal contracts in Oklahoma are authorized by the Oklahoma Interlocal Cooperation Act, State of Oklahoma Statutes, Title 74 State Government, Chapter 31, Section 74-1004. Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state, and jointly with any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this act upon the public agency.

The Interlocal Agreement (hereinafter the "Agreement") is effective 4/12/2016 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon sixty (60) days prior written notice, or may also be terminated for cause at any time upon written notice stating the reason for and effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach.

INTERLOCAL COOPERATION AGREEMENT

Statement of Services to be Performed:

Education Service Center, Region 20, by this Agreement, agrees to provide cooperative purchasing services to the above-named agency through a Program known as the PACE Purchasing Cooperative.

The purpose of the PACE Program shall be to obtain substantial savings for the participating public agency through volume purchasing.

Role of the Purchasing Cooperative:

Provide for the organizational and administrative structure of the program.

Provide staff time necessary for the efficient operation of the program.

Receive quantity requests from entities and prepare appropriate tally of quantities.

Initiate and implement activities related to the bidding and vendor selection process.

Provide members with procedures for ordering, delivery and billing.

Role of the Public Agency:

Commit to participate in the program by an authorized signature in the appropriate space below.

Designate a contact person for the cooperative.

Commit to purchase products and services when it is in the best interest of the agency.

Prepare purchase orders issued to the appropriate vendor for the official award list provided by PACE.

Accept shipments of products ordered for vendors in accordance with standard purchasing procedures.

Pay vendors in a timely manner for all goods and services received

INTERLOCAL COOPERATION AGREEMENT

General Provisions:

The parties agree to comply fully with all applicable federal, state and local statutes, ordinances, rules and regulations in connection with the program contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

It is the sole responsibility of each member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of Education Service Center, Region 20 are located which is Bexar County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of the agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to the Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This agreement may be negotiated and transmitted between the Parties by means of a facsimile machine or via e-mail and the terms and conditions agreed to are binding upon the Parties.

INTERLOCAL COOPERATION AGREEMENT

Please send a signed Interlocal Agreement to (or fax to 210-370-5776 or e-mail to jim.metzger@esc20.net):

Education Service Center, Region 20
Attn: PACE Coop
1314 Hines Ave
San Antonio, TX 78208.

Public Entity	Education Service Center, Region 20
BY: _____	BY: _____
Authorized Signature	Authorized Signature
_____	Purchasing Coordinator
Title	Title
_____	_____
Date	Date
_____	Jim Metzger
Contact Person	Contact Person
_____	Purchasing Coordinator
Title of Contact Person	Title of Contact Person
_____	210-370-5204
Street Address	Phone Number
_____	210-370-5776
City, State, Zip	Fax Number
_____	jim.metzger@esc20.net
Phone/Fax Number	E-mail Address
_____	_____
E-mail Address	_____

**APPROVED BY THE OKLAHOMA ATTORNEY
GENERAL:**

By:

Cost Per Copy Agreement



Lease Agreement #		Dealer Name:	
LESSEE INFORMATION			
Full Legal Name		DBA	
Billing Address		City	State ZIP Code
Phone	Contact Name	Contact Email	Lessee PO# (Optional)

EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description

Equipment Location (if different from Billing Address)

TERM AND PAYMENT	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Initial Lease Term (in months): _____, plus the Interim Period, if any	B&W				
	Color				
Monthly Lease Payment: \$ _____ plus applicable charges & taxes	Color Level 1			N/A	N/A
	Color Level 2			N/A	N/A
	Color Level 3			N/A	N/A

LESSEE ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.

Authorized Signer X	Date	Federal Tax ID # (Required)
Print Name	Title (indicate President, Partner, Proprietor, etc.)	

LESSOR ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title	Date
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TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Commencement Date" means the date subsequent to the Inception Date when XFS funds the Dealer and/or other party for the Equipment. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Interim Period" means the period between the Inception Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period, plus any applicable Excess Charges. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Interim Period, together with the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment plus any applicable Interim Payment 30 days after the Commencement Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. **If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR

RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; **provided, however, that your obligations under this Lease shall continue unabated.**

5. End of Lease Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.**

7. Meter Readings and Annual Adjustments. Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment. At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter during the Initial Lease Term and any 3 month extended Term, XFS may increase your Monthly Lease Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Monthly Lease Payment therefor and you agree to pay such increased amounts.

8. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to

provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSSED BY ANY ALLEGED BREACH BY DEALER.

9. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a re-filing or amendment to XFS's UCC financing statement against you becomes necessary.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations), YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit payments due under this Lease to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment.

12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER

REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION, TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION, ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Lease.

16. Finance Lease and Lessee Waivers. The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724-737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.



AMENDMENT TO COST PER COPY AGREEMENT # _____.

This is an amendment, dated and effective as of _____, to that certain Cost Per Copy Agreement # _____ ("Lease") between _____ and **Xerox Financial Services LLC**. All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Lease as follows:

Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the Lease effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease. If you terminate a Lease pursuant to this Section, unless the following would affect the validity and/or enforceability of this Lease, for a period of 360 days from the Termination Date, you will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the Equipment. The foregoing obligation shall survive termination of this Lease.

ACCEPTED AND ACKNOWLEDGED:

Lessee Name: _____
Authorized Signor: _____
Print Name: _____
Title: _____
Date: _____

Xerox Financial Services
Accepted by: _____
Name: _____
Title: _____
Date: _____

* Signor for the Lease Agreement and this Amendment must be the same.

MINUTES
CITY COUNCIL MEETING
April 5, 2016

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, April 1, 2016, before 5:00 p.m. and held Tuesday, April 5, 2016, in the Guthrie City Hall Council Chambers.

Mayor Gentling called the meeting to order at 8:26 p.m.

Members Present:	Steven J. Gentling	John Wood	Jeff Taylor
	Sharyl Padgett	Ed Wood	Brian Bothroyd

Members Absent: Gaylord Z. Thomas

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Maxine Pruitt	Jim Ahlgren	Don Sweger
	Suzette Chang	Cody Mosley	

Mayor Gentling declared a quorum with six (6) Council Members in attendance.

Consent Agenda. Motion by Vice Mayor J. Wood, seconded by Council Member Taylor, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the City Council Workshop held on March 15, 2016.
- B. Consider approval of minutes of the Regular Guthrie City Council Meeting held March 15, 2016.
- C. Consider approval to declare property that has reached its useful life, become obsolete and/or is not functioning as surplus property and allow the Purchasing Agent to dispose of said property in a way that is most beneficial to the City of Guthrie.
- D. Consider approval of agreement with R.A. Wilson Enterprises, Logan County Rural Water, Sewer, and Solid Waste Management District No. 1, the City of Guthrie, and Guthrie Public Works Authority allowing potable water service from the Guthrie Public Works Authority.
- E. Consider approval of agreement with Lucky Mini Storage, Logan County Rural Water, Sewer and Solid Waste Management District No. 1, the City of Guthrie, and Guthrie Public Works Authority allowing potable water service from the Guthrie Public Works Authority.
- F. Consider approval of agreement with Joyce Wehr, Logan County Rural Water, Sewer and Solid Waste Management District No. 1, the City of Guthrie, and Guthrie Public Works Authority allowing potable water service from the Guthrie Public Works Authority.
- G. Consider approval of agreement with Cory Bertrand, Logan County Rural Water, Sewer and Solid Waste Management District No. 1, the City of Guthrie, and Guthrie Public Works Authority allowing potable water service from the Guthrie Public Works Authority.

Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

Public hearing, discussion, and possible action on Ordinance No. 3287. On Thursday March 10, 2016 the Planning Commission met to discuss application 2015-20113538 regarding a request to rezone property located along Noble Avenue west of 10th Street. The request is for a rezoning from R-2 to C-1 (Neighborhood Commercial). The Planning Commission voted 3-2 to recommend not rezoning the property. This item was tabled at the March 15, 2016, City Council meeting to allow the applicant more time to provide a rendering of the proposed project. A public hearing was held April 5, 2016. There was no public comment. The applicant, Mr. Manjit Hayer, provided a photo illustrating his vision of the proposed project. Motion by Council Member Taylor, seconded by Council Member Bothroyd, moved approval of Ordinance No. 3287 amending the zoning from R-2 to C-1 for the property intended for construction of a retail establishment based on the architectural rendering presented. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

Resolution No. 2016-02. Motion by Council Member Bothroyd, seconded by Council Member Padgett, moved approval of Resolution No. 2016-02 establishing an Adopt a Street program. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

City Manager's Report: Welcomed two new businesses locating to the Guthrie area:

King Nail is a state-of-the-art rapid-fire nail manufacturing company relocating from California and Vietnam to Guthrie. King Nail will create over 40 manufacturing jobs, and will utilize existing space at the Stewart Industries industrial complex along West College Avenue.

Cimarron Aerospace is a high-tech manufacturing company that will be utilizing the old Kerr-McGee facility along Highways 33 and 74. Beginning this August, Cimarron Aerospace will bring over 20 well-paying jobs to the area.

Requests/Comments from Members of the City Council: Updated the community on events happening in Guthrie.

Executive Session. Motion by Council Member E. Wood, seconded by Council Member Padgett, moved approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:

- A. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Initiative Petition – Hazelwood and Schandorf v. City of Guthrie).
- B. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Declaratory Judgement – GPWA v. Hazelwood and Schandorf).

Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously at 8:35 p.m. Attending Executive Session were Mayor Gentling, Vice Mayor J. Wood, Council Members Taylor, Padgett, E. Wood, and Bothroyd, City Manager Johnson, City Attorney Shadid, and City Clerk Biggs.

Reconvene. Mayor Gentling reconvened the Guthrie City Council Meeting at 8:50 p.m. and stated no action was taken in Executive Session.

Consider action regarding Initiative Petition (Hazelwood and Schandorf v. City of Guthrie). No action.

Consider action regarding Declaratory Judgement (GPWA v. Hazelwood and Schandorf). Motion by Vice Mayor J. Wood, seconded by Council Member Padgett, moved to authorize the City Attorney to appeal the Declaratory Judgement case. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 8:51 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	April 19, 2016	Rebecca Pesicka
<input type="checkbox"/> GPWA		Adult Programmer,
<input type="checkbox"/> Other: _____		Guthrie Library

Agenda Item

Consider authorizing Library Staff to implement the Exercise for Fines Program for the month of June 2016 (1 June – 30 June 2016).

Summary

When overdue fines do not encourage the return of library materials, they may discourage customers from returning items to the library. Library staff would like to provide an alternate means for library customers to reconcile their owed library fines and encourage exercise.

The Guthrie Public Library is partnering with the YMCA to offer the Exercise for Fines Program. Library customers will have the opportunity to exercise free of charge at these local fitness establishments. Each 15 minutes of exercise will reduce owed library fines by \$1. This incentive program will run for a month long and coincide with the Summer Reading Program, "Exercise Your Mind...Read." The goal is to encourage library patrons to expand their reading preferences and improve their overall health. During June the YMCA will have one designated "library day" each week. This partnership offers a library customers an alternative means of clearing fines and regaining access to the library; provides customers the opportunity to preview local fitness agencies and potentially become members of those establishments; strengthens ties between the library and community organizations; and, encourages a lifestyle of fitness and wellness in support of both core and optional community indicators of the national Communities of Excellence Program and the Get Fit Logan County Initiative.

Funding Expected	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	<u>[00-00-00-0000]</u>	Amount	_____
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Agreement with Guthrie YMCA

Recommendation

Authorize Library Staff to implement the Exercise for Fines Program for June 2016.

Action Needed	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Emergency Clause
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Standard Agreement

This contract for Services is made effective as of June, 01, 2016, by and between Guthrie Public Library ("GuPL") of 201 N Division St, Guthrie, Oklahoma 73044, and YMCA of Guthrie ("YMCA") of 114 E Oklahoma Ave., Guthrie, Oklahoma 73044.

Description of service. Beginning on June 1, 2016, YMCA has agreed to do the following for GuPL:

To host a "Library Day" every Friday of the month of June 2016 (3rd, 10th, 17, and 24th) at their Facility. Where patrons of the GuPL are able to present their library card and gain the use of YMCA's Facility for the day.

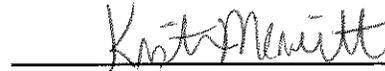
This service will be terminated at 12am on the morning of July 1, 2016.

Library or Organization

Guthrie Public Library
Library or Organization

YMCA of Guthrie
Organization


Project Director Signature


Manager's Signature

Rebecca Pesicka
Project Director (Please Print)

Kristen Merritt
Manager (Please Print)



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

April 19, 2016

Contact

Maxine Pruitt,
Municipal Services Director

Agenda Item

Discussion and possible action to approve the agreement with YMCA for management of the Municipal Swimming Pool.

Summary

The operational agreement is a renewal of a partnership with the YMCA and City. This partnership has been very successful allowing for the YMCA to manage the Guthrie Municipal Pool with the City providing maintenance and improvements. The City pays the YMCA an operating fee of \$5,000. The YMCA will collect all revenue generated from operations. The pool will be operational by May 23, 2016 for YMCA staff training and open to the public on May 31, 2016 through August 14, 2016. It will be available this year for rentals through August 28, 2016.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>20-29-00-6320</u>	Amount	<u>\$5,000</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- YMCA Pool Agreement

Recommendation

Approve the 2015 Pool Agreement with YMCA for Management of Municipal Swimming Pool.

Action Needed Public Hearing Motion Emergency Clause

CONTRACT
CONTRACT BETWEEN THE CITY OF GUTHRIE AND THE YMCA OF
GREATER OKLAHOMA CITY, GUTHRIE YMCA CENTER, FOR OPERATION
OF THE MUNICIPAL SWIMMING POOL 2016 SEASON.

The YMCA will hire certified lifeguards and pool coordinator to properly manage the Guthrie City Pool for the recreational swimming for the summer of 2016. All lifeguards are to be YMCA certified or equivalent. When the coordinator is not on site, a YMCA employee will be named to be in charge.

The Guthrie City Parks and Recreation Department will have the pool operational by May 23, 2016 to ensure adequate YMCA staff training time. Inclusive dates shall be from May 31, 2016 through August 14, 2016 for recreational swim purposes. The pool will remain operational through August 28, 2016 for rentals.

Hours shall be set by the YMCA but shall be open to accommodate the public as much as possible. These hours will be subject to change if necessary for reasonable cause.

The YMCA will be allowed to use the pool during all hours of operation for swim lessons and/or other purposes. The pool shall be closed to the public after 10:00 p.m. Only YMCA employees will be allowed in the pool area after 10:00 p.m. for cleaning purposes.

A fee of no more than \$3.00 will be charged for each non-YMCA member who comes to the pool to swim. A hand stamp or similar procedure will be used to enable the person(s) to leave the pool and return in the same day without being charged again. This fee shall be subject to change at the discretion of the YMCA, as it deems necessary to raise additional revenue during the summer to meet expenses.

The YMCA shall be granted exclusive use prior the scheduled public recreation swim times and following the 7:00pm (subject to change as needed) closing time for aquatic programming, Monday through Sunday. The YMCA will allow and schedule time for, organizations, special groups, and special activities.

The YMCA may schedule groups in the pool for late evening classes or parties (prior to 10:00 p.m.). YMCA lifeguards must be on duty when these groups use the pool.

The YMCA may collect a reasonable pool rental fee from groups reserving the pool.

The City of Guthrie will be responsible for:

\$5,000.00 Operating Fee

Chemicals, pool supplies (Ring buoys, back boards, rescue tubes and any other safety device required) and pool equipment needed to operate the pool during the 2016 summer season.

Provide a City Employee with current CPO license

Pool repairs

Pool Water Maintenance

Mowing

Inspection of the pool at least once per week for compliance

All toiletries and other normal cleaning supplies.

The YMCA will be responsible for:

Cleaning - Pool must be vacuumed a minimum of once per week or more as needed. Restrooms shall be cleaned daily before anyone is allowed to use the pool and checked every two hours while the pool is open for cleanliness and supplies. Deck area and gutters shall be cleaned daily. Toilet paper holders must stay stocked.

Testing of water (YMCA will make available a filed copy of testing results for Guthrie Parks Department each Monday following the weeks testing)

Daily routine testing

Closing of the pool if at any time the water does not meet Health Department standards.

Notify the City of Guthrie Park Department before running out of any supplies or chemicals including:

Chlorine, caustic soda, test kits etc. two test in a 5 day minimum.

The City of Guthrie shall provide trash pickup weekly, all trash shall be bagged and tops tied securely. The YMCA will provide litter pick-up in and around the pool area to assure a clean and neat facility.

The YMCA has insurance coverage under its policy for liability/medical coverage, in the event such protection becomes necessary during the YMCA's operation of the pool during the 2016 season.

Due to the hazards related to pool chemicals the YMCA will comply with all safety requirements set forth by the City of Guthrie, Oklahoma Departments of Labor and Health and OSHA including employee training required in the Federal Code of Regulations.

The YMCA will comply with Oklahoma Department of Health Regulations Chapter 315 "Public Bathing Place Facility Standards" and Chapter 320 "Public Bathing Place Regulations".

All pool rules will be created and enforced by the YMCA of Greater Oklahoma City and its staff.

All revenues generated from gate admission, swim lessons, pool parties, concessions and all other revenue producing practices will be retained by the YMCA to cover operational expenses including, but not limited to, staff wages, staff training, and supplies.

Should it become necessary for either the YMCA or the City of Guthrie to terminate this agreement, a minimum of two weeks notice shall be given in writing by either party.

Final contract approval between the City of Guthrie and the YMCA shall be subject to approval by the City of Guthrie and the YMCA of Greater Oklahoma City association office.

In witness thereof, the parties hereto have caused this agreement to be executed this _____ day of _____, 2016.

CITY OF GUTHRIE

YMCA of Greater Oklahoma City

Bruce Johnson, City Manager

Donald R Harris, Vice President & CFO

ATTESTED:

_____, City Clerk

Notary

(SEAL)

My commission expires: _____



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: April 19, 2016, Contact: Cody Mosley, Community & Economic Development Director

Agenda Item

Discussion and possible action on Mayor’s nomination(s) to the Historic Preservation Commission.

Summary

The Historic Preservation Commission currently has three openings and four applications for consideration

Ordinance No. 3075, Article 11, Section 5(2) requires the Guthrie Historic Preservation Commission to consist of seven (7) appointed members. This ordinance requires membership to consist of: two members of the Logan County Historical Society, one member of the Guthrie Planning Commission, two persons having special knowledge in the field of historic preservation and two persons who own property that is designated as a landmark or a landmark site, or located within the historic district. The ordinance states that when possible, the members shall include persons with training or experience in a preservation-related profession. Members shall be appointed by the Mayor, and confirmed by the City Council.

The three positions currently available include two (2) property owners, and one (1) with special knowledge.

This opening is a three-year term that begins April 1, 2016 and expires March 31, 2019.

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number, Amount

Supporting documents attached

- Application of Sarah Mathes
• Application of Patrick Kerr
• Application of Carol Hirzel

Recommendation

Confirm Mayor’s nomination(s) to the Historic Preservation Commission.

Action Needed: Public Hearing, Motion, Emergency Clause

City of Guthrie
Application for Boards and Commissions



Please print legibly.

Name Sarah Mathes Day Phone (405) 215- [REDACTED]
Address [REDACTED] N. 1st, Guthrie, Ok 73044 Evening Phone same
Occupation Real Estate Education ASU | OCC
How long have you lived in Guthrie? 4 Years 2 Months

Please answer the following questions and attach a resume, if desired.

1. Which board or commission interests you? Historic Preservation

2. Why are you interested in serving on this board/commission?

3. In what civic activities have you been involved during the past 3 years? Preserving history.
4. What skills and/or experience will you contribute? I have been covered up with building my business & two little girls for four years.
Real Estate, Project Management, Design

5. List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>Carolyn Pierce</u>		<u>(405) 397- [REDACTED]</u>
<u>Kristy Asper</u>		<u>(405) 655- [REDACTED]</u>
<u>Janet Danford</u>		<u>(405) 822- [REDACTED]</u>

I understand this is a volunteer position appointed by the Mayor and confirmed by Council. I recognize that a limited number of positions are available at a given time and that application in itself does not guarantee appointment. I understand all volunteer boards meet on a regular basis and will follow rules set forth in the appropriate governing ordinance or resolution. In the event I cannot effectively serve my term, I will tender my resignation in writing to the Mayor.

[Signature]
Signature

1/4/16
Date



Applied Technologies, LLC

PATRICK. T. KERR, RA

Architect

Civil Engineering
140 Channel Street, Suite 204 Tele: 580-213-7315
Vance AFB OK 73705-5621 DSN:448-7315
Email: patrick.kerr.7.ctr@us.af.mil

sions



Name PATRICK KERR Day Phone 580-213- [REDACTED]
 Address [REDACTED] W. CANYON RD. Evening Phone 425-432- [REDACTED]
 Occupation ARCHITECT Education B. of Arch
 How long have you lived in Guthrie? _____ Years 5 Months

Please answer the following questions and attach a resume, if desired.

1. Which board or commission interests you? HISTORIC
2. Why are you interested in serving on this board/commission?
LIKE HISTORIC STRUCTURES
3. In what civic activities have you been involved during the past 3 years?
PDA COUNCIL MEMBER OF THE PIKE PLACE MARKET IN SEATTLE
4. What skills and/or experience will you contribute?
LICENSED ARCHITECT
CHIEF OF DESIGN FOR U.S. AIR FORCE
5. List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>DAVID GHODDOUSI</u>	<u>SEATTLE WA</u>	<u>206-903- [REDACTED]</u>
<u>BEN FRANZ KNIGHT</u>	<u>SEATTLE, WA</u>	<u>206-774- [REDACTED]</u>
<u>JB JOHNSON</u>	<u>SEATTLE, WA</u>	<u>206-621- [REDACTED]</u>

I understand this is a volunteer position appointed by the Mayor and confirmed by Council. I recognize that a limited number of positions are available at a given time and that application in itself does not guarantee appointment. I understand all volunteer boards meet on a regular basis and will follow rules set forth in the appropriate governing ordinance or resolution. In the event I cannot effectively serve my term, I will tender my resignation in writing to the Mayor.

Signature

[Handwritten Signature]

Date

2-12-16



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: April 19, 2016, Contact: Cody Mosley, Community & Economic Development Director

Agenda Item

Discussion and possible action on Mayor's nomination(s) to the Guthrie Planning Commission.

Summary

The Guthrie Planning Commission has one vacancy on the board. The City has received two applications for appointment to the Guthrie Planning Commission. Members shall be appointed by the Mayor, and confirmed by the City Council.

This opening is for a three-year term that begins April 1, 2016 and expires March 31, 2019

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number, Amount, Legal Review: N/A, Required, Completed Date

Supporting documents attached

- Application of James Long
Application for Ed French

Recommendation

Confirm Mayor's nomination(s) to the Guthrie Planning Commission.

Action Needed: Public Hearing, Motion, Emergency Clause

City of Guthrie
 Application for Boards and Commissions



Please print legibly.

Name James Long Day Phone (405) 627- [REDACTED]
 Address [REDACTED] E. Washington Ave Evening Phone (405) 627- [REDACTED]
 Occupation Business Owner Education BA
 How long have you lived in Guthrie? 37 Years _____ Months

Please answer the following questions and attach a resume, if desired.

- Which board or commission interests you? Planning
- Why are you interested in serving on this board/commission?
To help serve our community to help it move forward.
- In what civic activities have you been involved during the past 3 years?
Historic Preservation, CVB
- What skills and/or experience will you contribute?
- Planning - Business Development - Executing
- List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>Sheryl Padgett</u>		<u>659- [REDACTED]</u>
<u>Jeff Taylor</u>		<u>517- [REDACTED]</u>
<u>Z. Thomas</u>		<u>471- [REDACTED]</u>

I understand this is a volunteer position appointed by the Mayor and confirmed by Council. I recognize that a limited number of positions are available at a given time and that application in itself does not guarantee appointment. I understand all volunteer boards meet on a regular basis and will follow rules set forth in the appropriate governing ordinance or resolution. In the event I cannot effectively serve my term, I will tender my resignation in writing to the Mayor.

[Signature]
 Signature

2/2/16
 Date

RECEIVED
02/12/2016
OFFICE OF
COMMUNITY
PLANNING &
DEVELOPMENT

City of Guthrie
Application for Boards and Commissions



Please print legibly.

Name Ed French
Address [redacted] Red Canyon Rd
Occupation Retired
How long have you lived in Guthrie? 31 Years 1 Months

Day Phone 405-627-[redacted]
Evening Phone 405-282-[redacted]
Education 3 yrs College

Please answer the following questions and attach a resume, if desired.

- Which board or commission interests you? Planning Comm.
- Why are you interested in serving on this board/commission? Experience
- In what civic activities have you been involved during the past 3 years?
Mercy ACO Board, Planning Comm, United Way, Chamber of Comm, Pollard Theatre Board
- What skills and/or experience will you contribute? Commercial Const. Contr. 55 yrs 10 1/2 yrs on Planning Comm, 4 yrs City Council
- List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>Bob Powell</u>	<u>[redacted] Sho Gun</u>	<u>282-[redacted]</u>
<u>Tom Williams</u>	<u>[redacted] N. Canyon Way</u>	<u>923-[redacted]</u>
<u>Ted Gatewood</u>	<u>[redacted] Canyon Bluff Rd.</u>	<u>282-[redacted]</u>

I understand this is a volunteer position appointed by the Mayor and confirmed by Council. I recognize that a limited number of positions are available at a given time and that application in itself does not guarantee appointment. I understand all volunteer boards meet on a regular basis and will follow rules set forth in the appropriate governing ordinance or resolution. In the event I cannot effectively serve my term, I will tender my resignation in writing to the Mayor.

Ed French
Signature

2-16-16
Date

A/P Claims List

from 3/31/2016 to 3/31/2016

Invoice #	Vendor	Description	Account	Cost
JAN2016	RANDEL C. SHADID (20656)	POSTAGE, SHIPPING AND MISC	01-02-20-6054	\$118.96
2035787	ERIK LAMB	Meal for Crime Scene Investigation Training	01-07-70-6343	\$33.37
		Total GENERAL FUND		\$152.33
2035798	BB&T GOVERNMENTAL FINANC	2015 Dodge Ambulance	09-09-92-6709	\$18,548.43
		Total FIRE/EMS FUND		\$18,548.43
1837	MID AMERICA HYDRO TECH (211	Blanket PO for Chemicals	20-23-00-6104	\$17,355.80
1850	MID AMERICA HYDRO TECH (211	Blanket PO for Chemicals	20-23-00-6104	\$623.28
2035783	RUDY BOX & ASSOCIATES, INC.	Replace guide rails at the final clarifier scum	20-24-00-6317	\$4,500.00
7384	S & D ELECTRIC MOTOR SHOP	Repair Air Lift Blower	20-24-00-6317	\$1,600.00
		Total GPWA OPERATING FUND		\$24,079.08
2035797	TERRITORIAL CAPITAL SPORTS	Corporate Sponsorship	45-45-00-6123	\$2,000.00
		Total HOTEL/MOTEL TAX FUND		\$2,000.00
		Total All Funds		\$44,779.84

City of Guthrie
A/P Claims List
 from 4/6/2016 to 4/6/2016

Invoice #	Vendor	Description	Account	Cost
APR2016	OKLAHOMA UNIFORM BLDG	STATE BUILDING FEES	01-00-00-2013	\$232.00
007992	SAM'S CLUB DIRECT	Misc Supplies & Coffee Supplies	01-01-00-6100	\$61.86
007992	SAM'S CLUB DIRECT	Misc Supplies & Coffee Supplies	01-01-00-6103	\$92.22
007992	SAM'S CLUB DIRECT	Misc Supplies & Coffee Supplies	01-01-00-6112	\$0.00
007992	SAM'S CLUB DIRECT	Misc Supplies & Coffee Supplies	01-01-00-6114	\$198.67
NP47130913	FLEETCOR TECHNOLOGIES	GUTHRIE HOUSING AUTHORITY	01-01-00-6118	\$31.65
APRIL2016	O.M.A.G.(21303)	GENERAL COVERAGE	01-01-00-6326	\$3,742.94
APR2016	O.M.A.G.(21302)	GENERAL Workers' Comp	01-01-00-6326	\$13,723.44
APR2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	01-01-00-6326	\$4,172.79
2035810	Bruce Johnson	Hotel Reimbursement	01-02-20-6048	\$98.74
NP47130913	FLEETCOR TECHNOLOGIES	BUILDING SERVICES	01-02-25-6118	\$115.85
NP47130913	FLEETCOR TECHNOLOGIES	CONSTRUCTION	01-05-50-6118	\$42.62
INV0067	Clear Basin Software	GIS 2ND QTR SUBSCRIPTION	01-05-50-6356	\$2,250.00
007992	SAM'S CLUB DIRECT	Misc Supplies & Coffee Supplies	01-07-70-6114	\$274.00
NP47130913	FLEETCOR TECHNOLOGIES	POLICE ADMINSTRATION	01-07-70-6118	\$2,356.54
719	OUTBACK RESOURCE (23174)	POLICE DEPT LAUNDRY	01-07-70-6310	\$19.80
722	OUTBACK RESOURCE (23174)	POLICE DEPT LAUNDRY	01-07-70-6310	\$2.40
724	OUTBACK RESOURCE (23174)	POLICE DEPT LAUNDRY	01-07-70-6310	\$16.80
APR2016	SHINEY BAYS CAR WASH	POLICE DEPT CAR WASH	01-07-70-6316	\$311.70
2035811	Leadership Oklahoma (23228)	Training for the Police Chief	01-07-70-6343	\$40.00
1603-08	SALTUS TECHNOLOGIES (23056)	6 Month digi TICKETS License Fee	01-07-70-6347	\$10,558.35
NP47130913	FLEETCOR TECHNOLOGIES	CODE ENFORCEMENT	01-07-74-6118	\$65.65
2761	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$500.00
2762	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$200.00
2763	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$480.00
2764	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$300.00
2765	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$75.00
2774	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$400.00
2775	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$100.00
2776	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$60.00
2777	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$200.00
2778	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$125.00
2779	A CUT ABOVE LAWN SERVICE	WEED ABATEMENT	01-07-74-6353	\$60.00
NP47130913	FLEETCOR TECHNOLOGIES	STREET DEPT	01-12-00-6118	\$936.61
NP47130913	FLEETCOR TECHNOLOGIES	FLEETCOR TECHNOLOGIES	01-14-00-6118	\$66.18
APRIL2016	SHINEY BAYS CAR WASH	GPWA CAR WASH	01-14-41-6116	\$127.80
NP47130913	FLEETCOR TECHNOLOGIES	PARKS DEPT	01-15-11-6118	\$1,232.21
		Total GENERAL FUND		\$43,270.82
NP47130913	FLEETCOR TECHNOLOGIES	FIRE SUPPRESSION	09-09-90-6118	\$676.38
NP47130913	FLEETCOR TECHNOLOGIES	EMS	09-09-92-6118	\$1,927.26
NP47130913	FLEETCOR TECHNOLOGIES	FIRE ADMINISTRATION	09-09-96-6118	\$356.16
		Total FIRE/EMS FUND		\$2,959.80
007992	SAM'S CLUB DIRECT	Misc Supplies & Coffee Supplies	20-21-00-6114	\$43.32
APRIL2016	O.M.A.G.(21303)	GPWA COVERAGE	20-21-00-6326	\$3,742.94
APR2016	O.M.A.G.(21302)	GPWA Workers' Comp	20-21-00-6326	\$13,723.44
APR2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	20-21-00-6326	\$4,172.79
2027084	MYERS ENGINEERING	Paving & Drainage Infrastructure Assessment	20-21-00-6373	\$900.00
2027085	MYERS ENGINEERING	Restoration of nthe Cottonwood Creek Dam	20-21-00-6373	\$3,500.00
2027088	MYERS ENGINEERING	Engineering Services for E Washington Sewe	20-21-00-6373	\$1,985.00

City of Guthrie
A/P Claims List
 from 4/6/2016 to 4/6/2016

Invoice #	Vendor	Description	Account	Cost
NP47130913	FLEETCOR TECHNOLOGIES	WTP DEPT	20-23-00-6118	\$250.76
NP47130913	FLEETCOR TECHNOLOGIES	WWTP DEPT	20-24-00-6118	\$66.21
NP47130913	FLEETCOR TECHNOLOGIES	CONVENIENCE CENTER	20-26-00-6118	\$38.49
78246809	SIMPLEX-GRINNELL(20886)	Yearly Fire Extinguishers Inspection and Serv	20-27-00-6112	\$250.07
NP47130913	FLEETCOR TECHNOLOGIES	LINE MAINTENANCE	20-27-00-6118	\$1,480.82
		Total GPWA OPERATING FUND		\$30,153.84
2035796	Harbour Winn	Speaker & Mileage for Lets Talk about it Okla	30-30-06-6541	\$172.36
2035793	Kenneth Haga	Speaker for Teen Lets talk about it Oklahoma	30-30-06-6541	\$208.81
		Total GRANTS FUND		\$381.17
007992	SAM'S CLUB DIRECT	Water Softener Pellets for Lake House	45-45-00-6546	\$68.70
		Total HOTEL/MOTEL TAX FUND		\$68.70
APR 2016	OKLA WATER RESOURCES/	Series 2009 Drinking Water (ORF 080009DW)	50-50-00-6714	\$51,371.13
APR2016	OKLA WATER RESOURCES/	Series 2008 Drinking Water (ORF 080009DW)	50-50-00-6714	\$56,477.00
		Total WATER TREATMENT PLANT FUND		\$107,848.13
APR2016	OKLA WATER RESOURCES	Series 2013 AMR and Langston Waterline	54-55-23-6714	\$24,029.34
		Total CAPITAL PROJECTS		\$24,029.34
APRIL2016	OKLA WATER RESOURCES/	CMOM Projects Loan (ORF 100008CW)	55-55-00-6714	\$14,535.56
		Total CMOM Fee		\$14,535.56
03-031715-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$66.94
06-060210-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$9.10
07-071644-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$3.92
07-074019-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$89.90
09-092700-015	UTILITY DEPOSIT REFUND		71-00-00-5555	\$80.97
14-143695-013	UTILITY DEPOSIT REFUND		71-00-00-5555	\$15.45
15-151120-030	UTILITY DEPOSIT REFUND		71-00-00-5555	\$33.47
15-153160-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$10.60
16-163428-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$53.05
17-171050-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$75.52
99-994186-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$30.17
		Total UTILITY DEPOSIT FUND		\$469.09
032516.03	C4L, LLC (23208)	CONSTRUCTION OF THE PILOT LOUNGE	98-98-00-6112	\$7,699.60
NP47130913	FLEETCOR TECHNOLOGIES	AIRPORT	98-98-00-6118	\$28.23
APRIL2016	O.M.A.G.(21303)	AIRPORT COVERAGE	98-98-00-6329	\$326.69
APR2016	O.M.A.G.(21302)	AIRPORT Workers' Comp	98-98-00-6329	\$488.87
APR2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	98-98-00-6329	\$75.00
032516.03	C4L, LLC (23208)	CONSTRUCTION OF THE PILOT LOUNGE	98-98-00-6593	\$17,017.58
		Total AIRPORT FUND		\$25,635.97
		Total All Funds		\$249,352.42