

CITY COUNCIL MEETING AGENDA
AUGUST 21, 2023



723 S. Lewis St.
Room 1122B
Stillwater, OK 74074
5:30 PM

Mayor Will Joyce, Vice Mayor Amy Dzialowski, Councilors Kevin Clark, Christie Hawkins, & Tim Hardin

1. Call Meeting to Order
2. Pledge of Allegiance
3. Proclamations

a.	International Overdose Awareness Day - August 31, 2023
----	--

4. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Council will take action on these items collectively with a single vote. The requested City Council action is indicated for each item listed. Should a Councilor elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Councilor or the City Manager may simply ask the Mayor to remove an item from the consent docket prior to action by the City Council and no action will be taken on the removed item at this meeting.

a.	Approve August 7, 2023 regular and executive session meeting minutes		
b.	Approve emergency repairs in the amount of \$58,386.46 to Global ARFF Services for emergency repairs performed on the Airport Rescue Fire Fighting Vehicle (AARF Engine 50 serves as the back-up) which were required to ensure FAA compliance and uninterrupted commercial airline service	CC-23-130	John McClenny
c.	Approval of Utilities Assistance Agreement with Stillwater Medical Center Authority for the development and operation of sports facilities	CC-23-134	Brady Moore

5. Public Comment on Items not Schedules for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers prior to meetings.

6. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the City Council. The City Council may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision or amendment.

7. General Orders

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each item listed as presented or as amended or revised by the City Council unless the agenda entry specifically states that no action will be taken. The requested action is indicated in each agenda entry but may be amended or revised prior to action by the City Council.

a.	Consideration, discussion, and possible action regarding the performance-based efficiency contract with JCI and project financing, including possible action to terminate Performance Contract and authorize payment to JCI for the Performance Development Agreement or other direction to staff related to the performance-based efficiency improvements project	Brady Moore, Kimberly Carnley
----	--	----------------------------------

8. Resolutions

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each resolution listed as presented or as amended or revised by the City Council.

a.	RESOLUTION CC-2023-26: A RESOLUTION AUTHORIZING SIGNATORIES FOR DEPOSITORIES	Christy Cluck
b.	RESOLUTION CC-2023-27: RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH	CC-23-131 Christy Cluck
c.	RESOLUTION CC-2023-28: A RESOLUTION ADOPTING A RECORD RETENTION SCHEDULE AND PROCESS FOR THE CITY OF STILLWATER, OKLAHOMA AND RELATED ENTITIES	Ashlyn Garis
d.	RESOLUTION CC-2023-29: A RESOLUTION ESTABLISHING THE FEE SCHEDULE FOR OPEN RECORDS SEARCH, INSPECTION AND REPRODUCTION FEES PURSUANT TO THE OKLAHOMA OPEN RECORDS ACT, 51 O.S. 24A.1 <i>ET SEQ</i>	Ashlyn Garis
e.	RESOLUTION CC-2023-30: A RESOLUTION OF THE STILLWATER CITY COUNCIL FINDING THAT THE SERVICES TO BE PROVIDED BY BANC OF AMERICA PUBLIC CAPITAL CORP TO FINANCE THE JCI PERFORMANCE CONTRACT ARE NOT OTHERWISE REASONABLY AVAILABLE FROM A COMPANY THAT IS NOT A LISTED	Kimberly Carnley

	FINANCIAL COMPANY UNDER SECTION 3 OF THE ENERGY DISCRIMINATION ELIMINATION ACT OF 2022	
f.	RESOLUTION CC-2023-31: A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF STILLWATER, OKLAHOMA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION	Kimberly Carnley

9. Ordinances

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each ordinance listed as presented or as amended or revised by the City Council.

a.	SECOND READ ORDINANCE 3525: AN ORDINANCE REZONING APPROXIMATELY 53 ACRES OF PROPERTY LOCATED EAST OF 12TH AND BLAKELY AND NORTH OF STILLWATER CREEK, INCLUDING PROPERTY MORE COMMONLY DESCRIBED AS 1200 S. ADAMS STREET AND 1201 S. ADAMS STREET, FROM OFFICE (O) AND AGRICULTURE (A) TO PUBLIC (P)
----	---

10. Appointments

a.	Board of Adjustment	CC-23-132
b.	Board of Drainage Appeals	CC-23-133

11. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Councilors, City Manager or City Attorney. Items of City business that may require discussion or action including a vote or series of votes are listed below.

a.	Miscellaneous items from the City Attorney 1. Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore. 2. Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.
----	--

b.	Miscellaneous items from the City Manager
c.	Miscellaneous items from the City Council

12. Questions and Inquires

13. Executive Session

a.	Confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.
b.	Confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.

14. Return from Executive Session

a.	Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.
b.	Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley, including consideration of an Amendment to Employment Agreement to address terms of employment.

15. Adjourn

On August 16, 2023 at 3:45, a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8209.

- Meetings are televised on AT&T U-verse channel 99 and Suddenlink channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

Strategic Priorities At A Glance



#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service.



#2 MOTIVATED MANAGEMENT

To serve with integrity and demonstrate proactive leadership, motivated management and smart planning skills needed to create a better community.



#3 SAFE COMMUNITY

To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care.



#4 CONNECTED SPACES

To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.



#5 UNIQUE CULTURE

To cultivate partnerships that enhance the spirit of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy.



#6 ENGAGED & INVESTED RESIDENTS

To encourage participation and an understanding of government through outreach and inclusive initiatives that inspire trust and pride in local government.

Proclamation
Stillwater OKLAHOMA
stillwaterok.gov
Together, Investing in Municipal Excellence

WHEREAS, the City of Stillwater does affirm and acknowledge the harm and hardship caused by drug overdose; and

WHEREAS, we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and,

WHEREAS, we resolve to do our part in reducing the toll of overdose in our community, which claimed the lives of more than 320 in Payne County, Oklahoma from 2017 to 2021, with countless more people forever affected; and,

WHEREAS, we affirm that those affected by overdose are our children, parents, other family members and friends, and they are deserving of love, compassion and support.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim August 31, 2023, as International Overdose Awareness Day in City of Stillwater.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AMENDED AGENDA WAS POSTED AUGUST 4, 2023 AT 12:15 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
AUGUST 7, 2023**

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

The Stillwater City Council led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS/PRESENTATIONS

- a. Small Business Administration 70th Anniversary

Mayor Joyce read the proclamation declaring August 7, 2023 as a day to celebrate the 70th Anniversary of the U.S. Small Business Administration. Both Chamber of Commerce President Alane Zannotti and Visit Stillwater Director of Sales Nicole Horn accepted the proclamation.

4. CONSENT DOCKET

- a. Approve special meeting minutes of July 24, 2023 and executive session minutes of July 26, 2023
- b. Approve budget amendment appropriating \$3,116 from the Stormwater Fund to cover the 3% across-the-board increase for general employees
- c. Approve budget amendment reflecting carry forward balance of \$22,395 from FY23 to FY24 for City match on fire assistance grant
- d. Approve development agreement with Habitat for Humanity for construction of waterline associated with the Fern Cottages planned unit development at 505 E 18th Avenue; authorize the Interim City Manager/General Manager to execute the agreement; authorize expenditures for an amount not to exceed \$50,000; and approve budget amendment appropriating \$50,000 from the Water Fund
- e. Approve budget amendment appropriating funds from TIF#3 ad valorem tax revenue for professional services contract with Center for Economic Development Law to support the implementation and administration of TIF#3 activities in accordance with the project plan
- f. Approve budget revision moving funds in the amount of
- g. \$28, 193 from project 18TR01 to project 24TR01 to fund additional full depth repair of pavement at 3rd Avenue and Hester Street

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

5. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

Kyle Tatroult, 602 W. Arapaho Avenue, spoke in favor of the AMI Opt-out policy.

Chris Reding, 1226 N. Lincoln St, spoke in favor of the AMI Opt-out policy and expressed his concern with the data that will be collected by the electronic meters and what will be done with that information.

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. GENERAL ORDERS

a. Our Daily Bread update

Our Daily Bread Executive Director Rachel Condley presented the mission of Our Daily Bread and the statistics of the poverty level in Payne County. She discussed who is served, off-site food locations, mobile market and the community partnerships that have been formed. Ms. Condley thanked the City of Stillwater for their support and for the use of the building.

No action was taken on this item.

b. Lake McMurtry Friends annual report

Lake McMurtry Friends Executive Director Jill VanEgmond presented the annual report for Lake McMurtry Friends. She listed the highlights and achievements of the past year and gave an overview of the variety of programs, classes, camps and other services offered by Lake McMurtry. She discussed the ADA compliant trails and facilities being added to the Lake and the community outreach by bringing the Lake to residents that cannot come to Lake McMurtry.

No action was taken on this item.

c. Approve Stillwater Police Department's purchase of 20 sets of AARDVARK Project 7 Scalable Plate Rack Armor through GSA contract # GS-07F-141DA in an amount not to exceed \$90,000

Police Chief Jeff Watts stated that the Stillwater Police Department SWAT team utilizes protective body armor as a part of its regular operations. The body armor has a regulated useful life of five years, and the current body armor expires in October. He said that the SWAT team has identified the type of replacement armor needed to best fit its operations, and it is available through GSA (The United States General Services Administration). GSA utilizes a competitive process to procure a wide variety of goods and services for the Federal government. State and local governments are eligible to purchase through GSA contracts. Chief Watts stated that the lead time for replacement armor will require a fitting to take place in mid-August. He stated that staff recommends purchasing the AARDVARK Project 7 Scalable Plate Rack Armor through GSA contract # GS-07F-141DA, Special Item number 339113PA: PROTECTIVE APPAREL.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE THE PURCHASE OF 20 SETS OF AARDVARK PROJECT 7 SCALABLE PLATE RACK ARMOR THROUGH GSA CONTRACT # GS-07F-141DA IN AN AMOUNT NOT TO EXCEED \$90,000.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- d. Consideration, discussion, and possible reasonable action related to the JCI Performance Contract and related project financing

City Attorney Kimberly Carnley gave a legal update related to financing and asked Council if Legal should prepare resolutions related to financing to present to Council at the next meeting.

Interim City Manager Brady Moore reviewed the contract and stated that internal staff will review the scope of the project and can present that to Council at the next meeting.

Discussion was held amongst Council and staff.

Council directed staff to prepare resolutions and to prepare a presentation on the internal scope of the project to bring back to Council at the August 21, 2023 meeting.

8. RESOLUTIONS

- a. Resolution No. CC-2023-25: A resolution amending Section II, Policy Manual for Utility Accounts, Billing and Collections of the Terms and Conditions of Service for Municipal Utilities to adopt Chapter 6, Advanced Metering Infrastructure (AMI) Opt-Out and approving the amended fees and charges for utility services schedule to adopt new fees and charges for AMI opt-out

Utility and Billing Services Director Dana Mattox gave a brief history of the Advanced Metering Infrastructure project and the Opt-Out option. The AMI project is underway and staff has received requests from a small number of customers who wish not to participate in the AMI program. Ms. Mattox reported that the Terms & Conditions of Service have been updated to include an Advanced Metering Infrastructure Opt-Out Policy as well as an updated Non-Rate Fee Schedule as it pertains to the opt-out policy.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2023-25 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

9. ORDINANCES

- a. First Reading

Ordinance No. 3525: An ordinance rezoning approximately 53 acres of property located east of 12th and Blakely and north of Stillwater Creek, including property more commonly described as 1200 S. Adams Street and 1201 S. Adams Street, from Office (O) and Agriculture (A) to Public (P)

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADVANCE ORDINANCE NO. 3525 TO SECOND READING AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

10. APPOINTMENTS

a. Bicycle & Pedestrian Ad Hoc Citizen Advisory Committee

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO APPOINT MARY HOYT, NIMALKA WEERASURIYA, KEVIN MUSSETT, CYNTHIA GEDRA, PAUL CHRISTIAN, CHRIS PETERS, KIMBERLY HOLMES AND SHELBY KELLER TO THE BICYCLE & PEDESTRIAN AD HOC CITIZEN ADVISORY COMMITTEE.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

11. REPORTS FROM OFFICERS AND BOARDS

a. Miscellaneous items from the City Attorney:

- i. Request for an Executive Session pursuant to 25 O.S. §307 (B) (1) of the Oklahoma Open Meeting Act for the purpose of discussing specific individuals for the position of City Manager.

b. Miscellaneous items from the City Manager:

- Interim City Manager Brady Moore congratulated the City's esteemed Finance Department upon receiving the top recognition for government accounting and financial reporting for the 41st consecutive year. This achievement is the highest form of recognition in the area of governmental accounting and financial reporting from the Government Finance Officers Association of the United States and Canada. The exceptional financial reporting award recognizes the long-time commitment the City has with tax payers and the commitment of being good stewards with tax payer funds. The City's Finance Dept. have continued a phenomenal legacy of success and outstanding work.
- Interim City Manager Brady Moore announced that Ripley was out of water today due to a major waterline break and the City of Stillwater team was able to assist Ripley with repair parts and help them get their water back on. Mr. Moore thanked other communities that help the City of Stillwater in our time of need.
- Interim City Manager Brady Moore announced that on the ODOT Perkins Road project that Lakeview Road is now open.

c. Miscellaneous items from the City Council:

- Councilor Hardin announced that it's back to school in Stillwater and the City is proud of our students. Thank you to Stillwater Public Schools, Meridian Technology Center and Oklahoma State University's educators, administrators, counselors, cleaning staff, and everyone who do their part to help our students and families. Also, thank you to Stillwater Police, Fire, Emergency Management Services and all of our emergency responding entities who safeguard our livelihoods every day. We cannot leave out our friends at the Payne County Health Dept. and Stillwater Medical Center for all they do to keep us healthy and prepared to learn. Many thanks to everyone and let's have a successful and safe 2023-24 school year.
- Councilor Clark stated that August is National Wellness Month and the City encourages everyone to devote time to form new healthy habits. Not all wellness initiatives have to be too complicated or challenging. For example drink more water and less sugary beverages. Be more aware about what you're eating with healthy portions and increase the greens. Exercise more which can mean to walk more and don't forget to stretch. Wellness includes physical, mental and emotional wellbeing. Let's be intentional with stress management and self-care. For healthy resources, visit Total Health Fitness at: stillwater-medical.org.
- Councilor Hawkins stated that it's back to school in Stillwater with Stillwater Public Schools and Meridian Technology Center beginning this Thursday and

Oklahoma State University beginning August 21. There will be an increase of walkers near campuses and bus stops. Please be mindful when driving.

- ✓ Always stop at crosswalks and let pedestrians pass.
- ✓ Obey school zone speed limits and do not pass another vehicle in a school zone.
- ✓ Be an attentive driver, put your cell phone away, and be aware of what or who may be around you near and on the road.
- ✓ Additionally, vehicles must stop at least 20 feet before reaching a school bus that is stopped with its red lights flashing.

Together, we can ensure our students and other walkers arrive at their destinations safely.

- Vice Mayor Dzialowski announced that The City is accepting applications for citizen representatives to serve on two committees, Board of Drainage Appeals and Building Trades Board. These committees are essential for increased development and infrastructure projects within our community. The position on the Building Trades Board needs to be filled by someone active in the electrical trade. The position on the Board of Drainage Appeals needs to be filled by someone with knowledge of hydrology, engineering, storm water management or related field and have no economic interest in the development or construction industries. If anyone would like to get involved in the local government and help make Stillwater even greater, please consider serving on one or more of these committees. For more information and to apply online, go to: Stillwaterok.gov/citizenboards.
- Mayor Joyce reminded residents that August is the final month to participate in the Stillwater Chamber of Commerce "Purchase on Perkins" Road campaign. This is where patrons can potentially win \$1,000 cash prizes while they are shopping local. While Perkins Rd./US 177 roadway construction project is a necessity, this shop local campaign helps show much-needed support to the businesses located along this roadway. Per the Chamber to enter, just visit a store on Perkins Road and make a purchase. Next, scan the QR code on the receipt and fill out a survey to enter the contest. For more information, visit the Chamber's Facebook page and their website at Stillwaterchamber.org.
- i. Discussion about scheduling items for future meetings.

12. QUESTIONS & INQUIRIES

None.

13. EXECUTIVE SESSION

- a. Consideration, discussion, and possible action to enter into executive session for the purpose of discussing specific individuals for the position of City Manager, as allowed by 25 O.S. § 307 (B)(1).

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 6:38 P.M.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

Stillwater City Council meeting recessed at 6:38 p.m. to convene Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 6:40 p.m.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ENTER INTO EXECUTIVE SESSION AT 6:40 P.M

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

14. RETURN FROM EXECUTIVE SESSION

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 7:01 P.M.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- a. Consideration, discussion, and possible reasonable action with regard to the employment, hiring, appointment of the City Manager.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO DIRECT SGR TO NOT NAME FINALISTS AT THIS TIME IN THE CURRENT CITY MANAGER RECRUITMENT AND DIRECT THE SEARCH COMMITTEE TO WORK WITH SGR TO CONTINUE THE CITY MANAGER SEARCH.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

15. ADJOURN

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADJOURN THE AUGUST 7, 2023 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The August 7, 2023 regular meeting of the Stillwater City Council adjourned at 7:02 p.m.

**WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL**

**TERESA KADAVY
CITY CLERK**

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AMENDED AGENDA WAS POSTED AUGUST 4, 2023 AT 12:15 P.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
COUNCIL HEARING ROOM
723 S. LEWIS
STILLWATER, OK 74074
AUGUST 7, 2023
6:40 P.M.

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

- a. Confidential communication for the purpose of discussing specific individuals for the position of City Manager.

Discussion was held regarding specific individuals for the position of City Manager, as allowed by 25 O.S. § 307 (B)(1).

The Executive Session concluded at 7:01 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK



REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 21, 2023

Agenda Item:	CC-23-130
Issue:	• Stillwater Regional Airport has two Aircraft Rescue and Fire Fighting (ARFF) vehicles. • The Federal Aviation Administration requires that a certain size ARFF apparatus be 100% available during commercial air service operations. • Engine 50 is the backup for the main ARFF truck, Engine 51, which allows us to maintain 100% availability. • ARFF Engine 50 needed emergency repairs in order to remain in service. • Engine 50 was sent to Global ARFF Services in Waxahachie Texas for emergency repairs totaling \$58,386.46. • Global ARFF is the sole-source repair facility for these trucks in our region.
Solution:	• Staff is requesting Council approval of the emergency repair cost of \$58,386.46, which exceeds the \$50,000 threshold for City Manager approval.
Financial Impact/Funding Source(s):	
Strategic Plan Alignment:	#3 Safe Community: To identify effective services that enhance relationships, responsiveness and quality customer service to promote a safe and secure community.
Recommended Action/Motion:	Approve emergency repairs in the amount of \$58,386.46 to Global ARFF Services for emergency repairs performed on the Airport Rescue Fire Fighting Vehicle (AARF Engine 50 serves as the back-up) which were required to ensure FAA compliance and uninterrupted commercial airline service.
Submitted By:	Brady Moore, Interim City Manager
Attachments:	Repair Authorization



**Authorization for
Sole Source Purchase**

*** attach approved form to requisition ***

City Department: Airport

Select the most appropriate reason for the sole source request:

- ☐ Request for a specific make, model or brand
- ☒ Authorization for a singular vendor of supplies or services
- ☐ Proprietary supplier for parts or assemblies for a specific make and model of equipment
- ☐ The acquisition of supplies or services pursuant to a lawful agreement
- ☐ The purchase of brand name products for resale

Provide details that justify the sole source purchase along with product or service descriptions:

Global ARFF services is the closest and most cost effective authorized service center to complete the repair work needed for the Oshkosh T1500 Aircraft Rescue fire truck.

Describe the research methods used to determine that alternative vendors or products are not available in the open market:

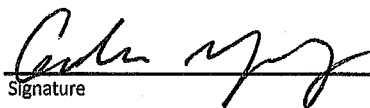
We checked distances of other Authorized Service Centers and determined Global ARFF Service to be closest and most cost effective. There are only four Authorized Service Centers in the United States and Global ARFF is the only one Oshkosh recommends in our service region.

Vendor's Name: Global ARFF Services, 1610 E Main St, Waxahachie, EX 75165

Submitted By:

Caden Young

Printed Name



Signature

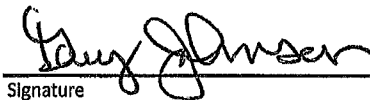
5/12/23

Date

Director Review:

Gary Johnson

Printed Name



Signature

5/12/23

Date

Procurement Specialist Review:

☒ Confirmed ☐ Declined



Signature

5/15/23

Date

Review Comments:

City Council Approval Date (for purchases of \$50,000 or more): _____

Last Update: 10/7/2021

**Exception to Normal Pay**

complete when a purchase is
made without a Purchase Order

City Department:

Airport



PO not needed at this time

attach as cover to invoice and send to Finance to process payment

INVOICE INFORMATION:

Vendor Name:

Global ARFF Services

Invoice Date:

06/23/2023

Invoice No.:

16410482

Invoice Total:

\$ 36,170.51

General Ledger Account:

8107040-53030

Description of Items Purchased:

Upgrade roof turret to all electric Akron Stream Master II.

*****8107040-53030**** Repair Equipment

Reason for Purchase without Purchase Order:

Federal Aviation Administration requires a certain size ARFF apparatus during commercial air service. The requirement is that it be 100% available. Repairing Engine 50, T1500 Oshkosh, is an emergency which allows Stillwater Regional Airport to ensure we have 100% ARFF availability in the chance that Engine 51 be taken out of service for any reason.

Purchase Made By:

Caden Young

Printed Name

Signature

06/14/2023

Date

Department Head Review:

Gary Johnson

Printed Name

Signature

06-14-2023

Date

Finance Use ONLY:

Received Date:

Received by:



Finance Review



HR - File Only



HR - Action Needed



Global ARFF Services
Siddons-Martin Emergency Group

Global ARFF Services
1610 E. Main Street
Waxahachie TX USA 75165
Phone #: (972) 576-1200
Fax #: (972) 576-1202

Invoice Number: 16410482

Tag Number:

Date and Time In: 5/23/2023 - 8:48 AM

Date and Time Out: 6/23/2023 - 11:59 AM

Promised Date - Time: 6/23/2023 - 11:59 AM

Cashed Out Date:



Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01I) Joshua Ables

Stillwater Oklahoma, City of
723 South Lewis
Stillwater OK 74076

1004456

Work: (405) 742-8397

Veh Info: 067946 00 OSHKOSH T1500 Other Fire Truck

Serial Numbers: 10TBK8Z17YS067946

In-Srv: Miles/Hrs In: Out: Plate #:
Color Ex: Int:

Repair	VIN	Second VIN	Mech #	Type	Labor	Discount	Total
Description				Qty Ret. Price Savings Selling Price Ext Discount Ext Price			
1	YS067946		A0B0	Wholesale	14,200.00	\$0.00	14,200.00
UPGRADE ROOF TURRET TO ALL ELECTRIC AKRON STREAM MASTER II							
CAUSE: UPGRADE ROOF TURRET							
CORRECTION: REMOVE OLD ROOF TURRET. PREP TRUCK FOR NEW TURRET. TACK UP NEW WATERWAY PIPING. TEST FIT PIPING AND WELD UP SOLID. PAINT PIPING AND MOUNTS. INSTALL PIPING ON TRUCK. INSTALL NEW WATER VALVE ON PIPING. INSTALL NEW HIGH PRESSURE WATER HOSE AND FLOW CONTROL ORIFICE. INSTALL NEW TURRET ON PIPING. WIRE POWER AND COMMUNICATION WIRES AND AIR LINES FROM ROOF TO INSIDE OF CAB. POWER UP, TEST AND CALIBRATE ROOF TURRET AND VALVE. INSTALL NEW ROOF HOLE COVER. TEST AND ADJUST WATER FLOW RATE WITH FLOW ORIFICES.							
34823068	RT NO D/C 12V 3X2.5 BLK;5177			1.00	\$14,015.21	\$0.00	\$14,015.21
RTK1500	ROOF TURRET KIT 1500			1.00	\$839.38	\$0.00	\$839.38
RTBRKTR3	REAR ROOF TURRET BRACKET			1.00	\$170.87	\$0.00	\$170.87
RTBRKTF3	Front RT Bracket			1.00	\$175.29	\$0.00	\$175.29
212129	DIA PLATE 45 1/2" X 31"			2.00	\$228.12	\$0.00	\$456.24
HPFP25-V-32.5INC	2.5" HOSE 32.5 VIC EACH END			1.00	\$305.12	\$0.00	\$305.12
522420A	AIR ACTUATOR 3 PC SS DOUBLE ACTING			1.00	\$1,291.33	\$0.00	\$1,291.33
4TR79	SOLENIOD AIR CONTROL			1.00	\$250.36	\$0.00	\$250.36
4TR74	HARNESS FOR 4TR79			1.00	\$54.29	\$0.00	\$54.29
FCP2	SPEED CONTROL VALVE			2.00	\$22.32	\$0.00	\$44.63
20308801500	ORIFICE,2.50 NOM 1.500 DIA			1.00	\$43.24	\$0.00	\$43.24
MISC-16	WELDING AND MODIFICATIONS			1.00	\$2,230.93	\$0.00	\$2,230.93
MISC-16	HARDWARE, METAL, CLAMPS, PAINT, ECT			1.00	\$500.00	\$0.00	\$500.00
FRT	FREIGHT			1.00	\$300.00	\$0.00	\$300.00
36253620	ABS INSIDE COVER			1.00	\$62.67	\$0.00	\$62.67
FRT	FREIGHT 835223			1.00	\$23.65	\$0.00	\$23.65
3504688	COUPLING, 2.50 PIPE GROOVE			1.00	\$17.30	\$0.00	\$17.30
Parts Total:				\$20,780.51	Labor Total:	\$14,200.00	Job Total: \$34,980.51
2	YS067946			Wholesale	\$940.00	\$0.00	\$940.00
TRAVEL AND LODGING							
Parts Total:					Labor Total:	\$940.00	Job Total: \$940.00



Global ARFF Services
Siddons-Martin Emergency Group

Global ARFF Services
1610 E. Main Street
Waxahachie TX USA 75165
Phone #:(972) 576-1200
Fax #: (972) 576-1202

Invoice Number: 16410482

Tag Number:

Date and Time In: 5/23/2023 - 8:48 AM

Date and Time Out: 6/23/2023 - 11:59 AM

Promised Date - Time: 6/23/2023 - 11:59 AM

Cashed Out Date:



Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01I) Joshua Ables

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.

Parts Total:	\$17,725.93
Core Total:	\$0.00
Freight Total:	\$323.65
Sublet Total:	\$0.00
Labor Total:	\$15,140.00
- Labor Discount:	\$0.00
Other Charges:	\$2,730.93
Shop Supplies:	\$250.00
Sub Total:	\$36,170.51
- Parts Discount:	\$0.00

Ext Price:	\$36,170.51
Sales Tax:	\$0.00
Total:	\$36,170.51
- Deductible:	\$0.00
- Deposits:	\$0.00
Amount Due:	\$36,170.51
Amt Tendered:	\$0.00
Chg Returned:	\$0.00

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. Acknowledged and Received by:

**Exception to Normal Pay**

complete when a purchase is
made without a Purchase Order

City Department:

Airport

PO not needed at this time

attach as cover to invoice and send to Finance to process payment

INVOICE INFORMATION:

Vendor Name:

Global ARFF Services

Invoice Date:

06/23/2023

Invoice No.:

16410805A

Invoice Total:

\$ 16,792.23

General Ledger Account:

8107040-53030

Description of Items Purchased:

Upgrade bumper turret to all electric Akron Firefox turret.

*****8107040-53030**** Repair Equipment

Reason for Purchase without Purchase Order:

Federal Aviation Administration requires a certain size ARFF apparatus during commercial air service. The requirement is that it be 100% available. Repairing Engine 50, T1500 Oshkosh, is an emergency which allows Stillwater Regional Airport to ensure we have 100% ARFF availability in the chance that Engine 51 be taken out of service for any reason.

Purchase Made By:

Caden Young

Printed Name

Signature

06/14/2023

Date

Department Head Review:

Gary Johnson

Printed Name

Signature

7-6-2023

Date

Finance Use ONLY:

Received Date:

Received by:



Finance Review



HR - File Only



HR - Action Needed



Global ARFF Services
Siddons-Martin Emergency Group

Global ARFF Services
1610 E. Main Street
Waxahachie TX USA 75165
Phone #:(972) 576-1200
Fax #: (972) 576-1202

Invoice Number: 16410805A

Tag Number:

Date and Time In: 5/23/2023 - 8:35 AM

Date and Time Out: 6/23/2023 - 2:59 PM

Promised Date - Time: 6/23/2023 - 2:59 PM

Cashed Out Date:



Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01I) Joshua Ables

Stillwater Oklahoma, City of
723 South Lewis
Stillwater OK 74076

1004456

Work: (405) 742-8397

Veh Info: 067946 00 OSHKOSH T1500 Other Fire Truck
Serial Numbers: 10TBK8Z17YS067946

In-Srv: Miles/Hrs In: Out: 0 Plate #:
Color Ex: Int:

Repair	VIN	Second VIN	Mech #	Type	Labor	Discount	Total
Description				Qty Ret. Price Savings Selling Price Ext Discount Ext Price			
1	YS067946		A0AW	Wholesale			
UPGRADE BUMPER TURRET TO ALL ELECTRIC AKRON FIREFOX TURRET							
34632240	FF 2NPTX1.5NH 12V,LB,NZ,JYS,U2,BLK			1.00 \$11,254.73	\$0.00	\$11,254.73	\$0.00\$11,254.73
K2ADAPTER	BUMPER TURRET ADAPTER			1.00 \$2,550.00	\$0.00	\$2,550.00	\$0.00 \$2,550.00
FRT	FREIGHT			1.00 \$50.90	\$0.00	\$50.90	\$0.00 \$50.90
SS339200XCL	2 IN X CL SS 304 THRD NIPPLE			1.00 \$24.10	\$0.00	\$24.10	\$0.00 \$24.10
Parts Total:			\$13,879.73	Labor Total:	\$2,662.50	Job Total:	\$16,542.23
2	YS067946		A0ST	Wholesale			
TRAVEL TIME							
CAUSE: TRAVEL FROM WAX TO STILLWATER				TRAVELED FROM STILLWATER TO FORT WORTH AIR			
PORT FOR REPAIRS							
Parts Total:				Labor Total:	\$0.00	Job Total:	\$0.00

COMPLETED

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.

Parts Total:	\$13,828.83	Ext Price:	\$16,792.23
Core Total:	\$0.00	Sales Tax:	\$0.00
Freight Total:	\$50.90	Total:	\$16,792.23
Sublet Total:	\$0.00	- Deductible:	\$0.00
Labor Total:	\$2,662.50	- Deposits:	\$0.00
- Labor Discount:	\$0.00	Amount Due:	\$16,792.23
Other Charges:	\$0.00	Amt Tendered:	\$0.00
Shop Supplies:	\$250.00	Chg Returned:	\$0.00
Sub Total:	\$16,792.23		
- Parts Discount:	\$0.00		

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. Acknowledged and Received by:

**Exception to Normal Pay**

complete when a purchase is
made without a Purchase Order

City Department:

Airport

PO not needed at this time

attach as cover to invoice and send to Finance to process payment

INVOICE INFORMATION:

Vendor Name:

Global ARFF Services

Invoice Date:

06/23/2023

Invoice No.:

16410500A

Invoice Total:

\$ 5,423.72

General Ledger Account:

8107040-53030

Description of Items Purchased:

Repair Rocker switch, fog lights, foam override valve, and diagnose Auto eject.

*****8107040-53030** Repair Equipment

Reason for Purchase without Purchase Order:

Federal Aviation Administration requires a certain size ARFF apparatus during commercial air service. The requirement is that it be 100% available. Repairing Engine 50, T1500 Oshkosh, is an emergency which allows Stillwater Regional Airport to ensure we have 100% ARFF availability in the chance that Engine 51 be taken out of service for any reason.

Purchase Made By:

Caden Young

Printed Name

Signature

06/14/2023

Date

Department Head Review:

Gary Johnson

Printed Name

Signature

7-6-2023

Date

Finance Use ONLY:

Received Date:

Received by:



Finance Review



HR - File Only



HR - Action Needed



Global ARFF Services
Siddons-Martin Emergency Group

Global ARFF Services
1610 E. Main Street
Waxahachie TX USA 75165
Phone #: (972) 576-1200
Fax #: (972) 576-1202

Invoice Number: 16410500A

Tag Number:

Date and Time In: 5/23/2023 - 8:34 AM

Date and Time Out: 6/23/2023 - 8:31 AM

Promised Date - Time: 6/23/2023 - 8:31 AM

Cashed Out Date:



CUSTOMER COPY

Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01F) Shayne Lawrence

Stillwater Oklahoma, City of
723 South Lewis
Stillwater OK 74076

1004456

Work: (405) 742-8397

Veh Info: 067946 00 OSHKOSH T1500 Other Fire Truck
Serial Numbers: 10TBK8Z17YS067946

In-Srv: Miles/Hrs In: Out: Plate #:
Color Ex: Int:

Comments

06/07 PARTS ETA 06/09

Repair	VIN	Second VIN	Mech #	Type	Labor	Discount	Total
Description	Qty	Ret. Price	Savings	Selling Price	Ext Discount	Ext Price	
1	YS067946	A0AW		Wholesale	\$177.50	\$0.00	\$177.50
REPLACE ROCKER SWITCH BACK LIGHT BULBS							
CAUSE: ALL BUT 3 BACK LIGHTS OUT							
CORRECTION: OPENED DASH PANELS FOR SWITCH ACCESS. REMOVED AND REPLACED ALL BAD BACK LIGHT BULBS.							
2FW243 SOCKET & LAMP	20.00	\$3.33	\$0.13	\$3.20	\$0.00	\$63.92	
Parts Total:		\$63.92	Labor Total:	\$177.50	Job Total:		\$241.42
2	YS067946	A0AW		Wholesale	\$177.50	\$0.00	\$177.50
REPLACE FOG LIGHT BULBS							
CAUSE: FOG LIGHTS INOP							
CORRECTION: OPENED LIGHT HOUSINGS AND REPLACED OLD BULBS, TESTED AND CLOSED HOUSINGS.							
2223880 LIGHT BULB	2.00	\$8.74	\$0.00	\$8.74	\$0.00	\$17.48	
Parts Total:		\$17.48	Labor Total:	\$177.50	Job Total:		\$194.98
3	YS067946	A0AW		Wholesale	\$177.50	\$0.00	\$177.50
REPLACE FOAM OVERRIDE VALVE							
1831400 METERING VALVE	1.00	\$3,664.82	\$0.00	\$3,664.82	\$0.00	\$3,664.82	
Parts Total:		\$3,664.82	Labor Total:	\$177.50	Job Total:		\$3,842.32
4	YS067946	A0AW		Wholesale	\$355.00	\$0.00	\$355.00
DIAGNOSE WHY AUTO EJECTS DO NOT WORK							
CAUSE: 120V AUTO EJECT PLUG NOT EJECTING.							
CORRECTION: REMOVED EJECTOR PANEL ON REAR OF TRUCK, FOUND A WIRE LOOSE EJECTOR, RE-ATTACHED WIRE, AND TESTED SYSTEM. REINSTALLED EJECTOR AND EJECTOR PANEL.							
Parts Total:			Labor Total:	\$355.00	Job Total:		\$355.00
5	YS067946			Wholesale	\$540.00	\$0.00	\$540.00
TRAVEL							
Parts Total:			Labor Total:	\$540.00	Job Total:		\$540.00

COMPLETED



Global ARFF Services
Siddons-Martin Emergency Group

Global ARFF Services
1610 E. Main Street
Waxahachie TX USA 75165
Phone #:(972) 576-1200
Fax #: (972) 576-1202

Invoice Number: 16410500A

Tag Number:

Date and Time In: 5/23/2023 - 8:34 AM

Date and Time Out: 6/23/2023 - 8:31 AM

Promised Date - Time: 6/23/2023 - 8:31 AM

Cashed Out Date:



Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A01F) Shayne Lawrence

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.

Parts Total:	\$3,746.22
Core Total:	\$0.00
Freight Total:	\$0.00
Sublet Total:	\$0.00
Labor Total:	\$1,427.50
- Labor Discount:	\$0.00
Other Charges:	\$0.00
Shop Supplies:	\$250.00
Sub Total:	\$5,423.72
- Parts Discount:	\$0.00

Ext Price:	\$5,423.72
Sales Tax:	\$0.00
Total:	\$5,423.72
- Deductible:	\$0.00
- Deposits:	\$0.00
Amount Due:	\$5,423.72
Amt Tendered:	\$0.00
Chg Returned:	\$0.00

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company.



REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 21, 2023

Agenda Item:	CC-23-134
Background / Issue:	SMCA has planned improvements to land it owns located at 1201 S. Adams Street to develop and operate sports fields for the purpose of providing recreational and competitive sports opportunities within the City of Stillwater.
Proposal/Solution:	SMCA has entered into an agreement with the Stillwater Area Sports Association (SASA) for the operation of the sports fields which will provide citizens of the City of Stillwater with opportunities to participate in competitive and recreational sports, and will create opportunities to host events and tournaments which will drive positive economic development benefits for the City of Stillwater.
Financial Impact/Funding Source(s):	- The City of Stillwater will provide utility assistance for the sports fields. City staff has modeled projections for utility consumption based off data at comparable city parks and estimates the annual cost of assistance to be in the range of \$20,000-\$30,000. - City staff will review actual utility assistance at the end of the initial term of the agreement.
Related Strategic Priority:	#4 Connected Spaces: To develop a strong sense of place that recognizes the interconnectedness of people, buildings and public systems (such as transportation, utilities and parks) that best serve the needs of the public.
Recommended Action/Motion:	Recommend approval of the Stillwater Medical Center Authority Utilities Assistance Agreement for Sports Facilities.
Prepared By:	Brady Moore, Interim City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	Utilities Assistance Agreement

**STILLWATER MEDICAL CENTER AUTHORITY
UTILITIES ASSISTANCE AGREEMENT FOR SPORTS FACILITIES**

This Agreement (“Agreement”) has been entered into this ____ day of August 2023 by and between the STILLWATER MEDICAL CENTER AUTHORITY, a public trust, and the CITY OF STILLWATER, OKLAHOMA, a municipal corporation (“City”).

WHEREAS, SMCA is the record owner of real property, buildings, structures, and equipment (the “Facilities”) identified on Exhibit A, attached hereto; and

WHEREAS, SMCA and City recognize that there is a need for additional sports facilities and sports program opportunities in the City of Stillwater; and

WHEREAS, SMCA has planned improvements to its Facilities to develop and operate sports fields for the purpose of providing recreational and competitive sports opportunities within the City of Stillwater; and

WHEREAS, SMCA has entered into an agreement with the Stillwater Area Sports Association (SASA) for the operation of community recreational and competitive sports programs and events at the Facilities; and

WHEREAS, the Facilities will provide citizens of the City of Stillwater with opportunities to participate in competitive and recreational sports; and

WHEREAS, SMCA, SASA, and the City anticipate that the Facilities will create opportunities to host events and tournaments which will drive positive economic development benefits for the City of Stillwater; and

WHEREAS, City agrees to provide utility assistance to the Facilities it being a public purpose and in the best interest of the City of Stillwater;

NOW, THEREFORE, SMCA AND CITY DO HEREBY AGREE AS FOLLOWS:

- 1. Facilities Assistance:** City agrees to provide utility assistance to the Facilities during the term of this Agreement as follows:
 - a. City shall credit SMCA utility account for water, sewer, trash and electric consumption used for the Facilities during the term of this Agreement.
 - b. SMCA acknowledges that all utility connections to the Facilities are designed to carry specific capacities and/or loads and agrees not to use said utility connections in a manner that will exceed such capacity and/or load rating. SMCA further agrees to obtain consent from the City before making any alteration to utility connections that would increase, diminish, or otherwise alter the capacity and/or load rating of any utility connection to the facilities.
- 2. Term of Agreement:** This Agreement shall become effective August ___, 2023 (“Effective Date”) and expire on June 30, 2024. The parties may mutually agree to extend the term of this Agreement for two (2) additional one (1) year terms, provided such extension is agreed upon in writing by the parties no later than thirty (30) days prior to expiration date of the initial term.
- 3. Annual Review:** SMCA and City acknowledge that changing circumstances may necessitate periodic modification of this Agreement. Accordingly, SMCA and City agree to jointly review

said Agreement and exhibit on or before July 1 of each year during the term thereof and to adopt necessary revisions and/or additions by written Amendment.

4. **Use of Facilities:** SMCA acknowledges and agrees that the primary use of the Facilities shall be to provide recreational and competitive sports opportunities within the City of Stillwater for its citizens and at other times it shall not unreasonably restrict public access to the Facilities, subject to any parking restrictions that SMCA may enact.
5. **Hold Harmless and Indemnification:** The parties acknowledge and agree that this agreement is for utility assistance only and does not create any other obligation on the part of the City of Stillwater. SMCA agrees to hold harmless and indemnify the City of Stillwater, its officers, employees, and agents or invitees for any and all claims and liability occasioned by, related to, or arising out of operation, maintenance, or use of the Facilities in any way whatsoever.
6. **Termination:** In the event that the Facilities shall cease to be utilized for the purposes set forth herein, the City may terminate this Agreement by giving thirty (30) days' notice to SMCA and shall not be obligated to credit SMCA's utility account for any utilities consumed that are not consistent with the public purposes set forth herein.
7. **Notice:** Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

SMCA: President and Chief Executive Officer
1323 West Sixth
Stillwater, OK 74074

City of Stillwater: City Manager / City Clerk
723 S. Lewis St. / PO Box 1449
Stillwater, OK 74076

8. **Assignment:** SMCA shall not assign this Agreement or any part thereof without written consent from the City of Stillwater.
9. **Headings:** The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.
10. **Governing Law:** This Agreement is governed by the statutes and laws of the State of Oklahoma and the Charter and Ordinances of the City of Stillwater.
11. **Final Agreement:** This Agreement terminates and supersedes all prior understandings or Agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both SMCA and the City.
12. **Severability:** If any part of this Agreement is determined to be unconstitutional or illegal by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

STILWATER MEDICAL CENTER AUTHORITY, a public trust

President, Board of Directors

CITY OF STILLWATER, a municipal corporation

William H. Joyce, Mayor

EXHIBIT A

Legal Description of the Facilities. The below visual representation accurately depicts the Facilities contemplated in this Agreement. A more detailed legal description is included below. If there is a discrepancy between the visual representation and the legal description, the visual representation will control.

List of potential Improvements, subject to funding by the SMC Foundation, which list of Improvements may be modified at SMCA's discretion:

1. Light poles and fixtures
2. Shipping containers
3. Signage

Visual Depiction of the Facilities
(Facilities are indicated by the yellow shading)



Legal Description of the Facilities

A TRACT OF LAND THAT IS PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID E/2 SE/4; THENCE SOUTH 89°11'22" WEST ALONG THE NORTH LINE OF SAID E/2 SE/4 FOR 527.98 FEET; THENCE SOUTH 01°39'48" EAST FOR 46.31 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING OF SOUTH 42°01'53" EAST, AND A CHORD DISTANCE OF 310.89 FEET FOR AN ARC LENGTH OF 338.19 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND;

THENCE SOUTH 07°36'03" WEST FOR 113.35 FEET; THENCE SOUTH 61°49'05" WEST FOR 275.18 FEET; THENCE NORTH 63°30'32" WEST FOR 188.62 FEET; THENCE SOUTH 26°29'27" WEST FOR 196.35 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 103.00 FEET, A CHORD BEARING OF SOUTH 58°14'44", AND A CHORD DISTANCE OF 108.41 FEET FOR AN ARC LENGTH OF 114.17 FEET; THENCE NORTH 90°00'00" WEST FOR 138.85 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 199.00 FEET, A CHORD BEARING OF NORTH 73°57'55" WEST, AND A CHORD DISTANCE OF 109.94 FEET FOR AN ARC LENGTH OF 111.38 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 202.40, A CHORD BEARING OF NORTH 73°57'53" WEST, AND A CHORD DISTANCE OF 111.81 FOR AN ARC LENGTH OF 113.29 FEET; THENCE SOUTH 90°00'00" WEST FOR 12.56 FEET; THENCE SOUTH 00°39'39" EAST PARALLEL WITH THE WEST LINE OF SAID E/2 SE/4 FOR 127.49 FEET; THENCE SOUTH 89°20'21" WEST FOR 30.00 FEET TO A POINT ON THE WEST LINE OF SAID E/2 SE/4; THENCE SOUTH 00°39'39" EAST ALONG SAID WEST LINE FOR 169.52 FEET; THENCE NORTH 89°22'05" EAST FOR 1325.65 FEET TO A POINT ON THE EAST LINE OF SAID E/2 SE/4; THENCE NORTH 00°37'55" WEST ALONG SAID EAST LINE FOR 454.42 FEET TO A POINT, SAID POINT BEING SOUTH 00°37'55" EAST A DISTANCE OF 442.76 FEET FROM THE NORTHEAST CORNER OF SAID E/2 SE/4; THENCE SOUTH 89°17'57" WEST FOR 38.92 FEET (MEASURED DISTANCE) 40.00 FEET (LEGAL DISTANCE); THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING OF NORTH 45°50'12" WEST, AND A CHORD DISTANCE OF 226.47 FEET FOR AN ARC LENGTH OF 251.60 FEET; THENCE SOUTH 89°06'52" WEST FOR 86.50 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING

A TRACT OF LAND THAT IS PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID E/2 SE/4; THENCE SOUTH 00°39'39" EAST ALONG THE WEST LINE OF SAID E/2 SE/4 FOR 330.10 FEET; THENCE NORTH 89°20'50" EAST FOR 30.00 FEET TO A POINT ON THE EAST LINE OF SOUTH BLAKELEY STREET, AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°20'50" EAST FOR 359.03 FEET; THENCE SOUTH 26°29'28" EAST FOR 57.33 FEET; THENCE SOUTH 35°10'16" EAST FOR 114.59 FEET; THENCE SOUTH 52°30'15" EAST FOR 16.23 FEET; THENCE SOUTH 26°29'28" WEST FOR 108.42 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 53.00 FEET, A CHORD BEARING OF SOUTH 58°14'44", AND A CHORD DISTANCE OF 55.79 FEET FOR AN ARC LENGTH OF 58.75 FEET; THENCE NORTH

90°00'00" WEST FOR 138.85 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 149.00 FEET, A CHORD BEARING OF NORTH 73°57'55" WEST, AND A CHORD DISTANCE OF 82.31 FEET FOR AN ARC LENGTH OF 83.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 252.40, A CHORD BEARING OF NORTH 73°57'55" WEST, AND A CHORD DISTANCE OF 139.44 FOR AN ARC LENGTH OF 141.27 FEET; THENCE NORTH 90°00'00" WEST FOR 13.23 FEET TO A POINT ON THE EAST LINE OF SOUTH BLAKELEY STREET; THENCE NORTH 00°39'10" WEST PARALLEL WITH THE WEST LINE OF SAID E/2 SE/4 FOR 215.92 FEET, TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINS 2.5 ACRES, MORE OR LESS

RESOLUTION NO. CC-2023-26

**A RESOLUTION AUTHORIZING SIGNATORIES
FOR DEPOSITARIES.**

WHEREAS, pursuant to Section 2-584 of the Stillwater City Code, signatories must be appointed to sign warrants and other obligations of the City on any and all financial accounts at any and all depositories; and

WHEREAS, the City of Stillwater has experienced personnel changes; and

WHEREAS, the duties of the City Manager as set forth in the Charter and Code require that the incumbent or designees have the capability to disperse funds.

NOW THEREFORE BE IT RESOLVED BY THE STILLWATER CITY COUNCIL that the following individuals are hereby declared and authorized as signatories for the entities of the City of Stillwater as referenced below:

City of Stillwater:

Brady Moore
Christy Cluck
Jared Thulin
Teresa Kadavy
Jody Dietel (Cafeteria Plan only)
Richard Fisher (Workers Compensation account only)
Jim Graflund (Workers Compensation account only)

Municipal Court:

Brady Moore
Christy Cluck
Lisa Burley
Teresa Kadavy

Police:

Jeff Watts
Royce Stephens
Cody Manuel

Stillwater Utilities Authority:

Brady Moore
Christy Cluck
Jared Thulin
Teresa Kadavy

Stillwater Public Works Authority:

Brady Moore
Christy Cluck
Jared Thulin
Teresa Kadavy

Stillwater Industrial and Redevelopment Authority:

Brady Moore
Christy Cluck
Jared Thulin
Teresa Kadavy

APPROVED AND PASSED this 21st day of August, 2023.

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 21st day of August, 2023.

KIMBERLY CARNLEY, CITY ATTORNEY

REPORT TO: CITY/SUA

MEETING DATE: AUGUST 21, 2023

Agenda Item:	CC-23-131										
Prior Council Action/Related Items:	CC-21-199 SUA-21-50										
Background / Issue:	- November 1, 2021 - City Council approved the purchase of 2 fire engines and financing through the SUA master lease agreement with Bank of America (BOA). - May 3, 2023 - Oklahoma State Treasurer Todd Russ published a list of financial institutions that boycott oil and gas companies as required by the Energy Discrimination Elimination Act. - BOA is on the restricted financial companies list which prevents the City from entering into any further contracts with them. - Fire engines are scheduled to be delivered in August 2023.										
Proposal/Solution:	- To find a new lending partner to finance the fire engines, the City sent out a request for proposals (RFP) on June 1, 2023. The proposals were due back on June 15, 2023. - The financing terms requested in the RFP were a 5 year maturity on principal of \$1,324,179. - Below is a summary of the proposals received: <table border="1"> <tr> <td>Arvest</td><td>6.17%</td></tr> <tr> <td>Bank of Oklahoma</td><td>4.27%</td></tr> <tr> <td>Exchange Bank</td><td>5.25%</td></tr> <tr> <td>Simmons Bank</td><td>5.37%</td></tr> <tr> <td>Welch State Bank</td><td>5.26%</td></tr> </table>	Arvest	6.17%	Bank of Oklahoma	4.27%	Exchange Bank	5.25%	Simmons Bank	5.37%	Welch State Bank	5.26%
Arvest	6.17%										
Bank of Oklahoma	4.27%										
Exchange Bank	5.25%										
Simmons Bank	5.37%										
Welch State Bank	5.26%										
Financial Impact/Funding Source(s):	Debt service payments in the amount of \$298,000 are included in the FY24 budget. If a lending partner is not secured, the City will be responsible for full payment of the fire engines upon delivery.										
Related Strategic Priority:	Strategic Priority #1: Effective Services & Accountable Government Strategic Priority #2: Inspired Management										

Recommended Action/Motion:	Motion to adopt Resolution CC-2023-27 authorizing the equipment lease purchase agreement.
Prepared By:	Christy Cluck, Finance Director
Submitted By:	Brady Moore, Interim City Manager/General Manager
Attachment(s):	CC-21-199 SUA-21-50

EQUIPMENT LEASE/PURCHASE AGREEMENT
Lease No. <Master Lease Number>-<Schedule Number>

LESSOR: BOK Financial Equipment Finance, Inc. 5956 Sherry Lane, Suite 1000 Dallas, Texas 75225 ATTN: President – Leasing Phone: (214) 987-8864 Fax: (214) 256-7518	LESSEE: City of Stillwater, Oklahoma 723 S. Lewis St. / PO Box 1449, Stillwater, Oklahoma 74075 ATTN: City Manager Phone: (405) 742-8285 Fax: (405) 742-8208 Lessee's Legal Business Form: Municipal Corporation Lessee's State of Formation: Oklahoma
---	---

THIS EQUIPMENT LEASE/PURCHASE AGREEMENT (the "Agreement") is dated as of <Lease Date> and entered into between BOK Financial Equipment Finance, Inc. ("Lessor"), and <Lessee Name> ("Lessee").

RECITALS

A. Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement.

B. This Agreement shall consist of this Equipment Lease/Purchase Agreement, together with all riders, exhibits and schedules attached hereto and an Escrow Agreement and one or more Acceptance Certificates

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I

Section 1.01. In consideration of: (a) the agreement by Lessor to lease the Equipment to Lessee; and (b) the agreement by Lessee to lease the Equipment from Lessor, the parties hereto do ratify and affirm this Agreement for the remainder of this Fiscal Year (as defined below).

Section 1.02. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such; (b) Lessee is authorized under the Constitution and laws of the State of Oklahoma (the "State") to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement, and all requirements have been met and procedures have been followed in order to ensure the enforceability of this Agreement; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder; (e) Lessee shall cause to be executed and delivered to Lessor an opinion of counsel, an incumbency certificate and such other documents as counsel for Lessor and Lessee agree are reasonably required in order to carry out the intent and purpose of this Agreement, and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder; (f) the execution, delivery and performance of this Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which Lessee is a party or by which it is bound; (g) there are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations hereunder; and (h) the Equipment is, and shall remain during the term of this Agreement (the "Term") personal property.

ARTICLE II

DEFINITIONS; IMPLEMENTATION

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acceptance Certificate" is the document, substantially in the form attached, which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment by Lessee.

"Amortization Schedule" means the document substantially in the form attached which shall set forth the terms and provisions of Lessee's payment obligation with respect to the Equipment.

"Commencement Date" is the date when the Lessee delivers an executed Acceptance Certificate to Lessor or the date when Lessor deposits the anticipated acquisition price of the Equipment.

"Equipment" means the personal property consisting of equipment described in Exhibit A and one or more Acceptance Certificates executed by Lessee and delivered to Lessor pursuant hereto, together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof.

Section 2.02. Implementation of Escrow Funded Transaction. Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor (a) an Amortization Schedule; (b) an Escrow Agreement; and (c) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto. Should the Escrow be funded subsequent to the commencement of interest on the Agreement, Lessor shall deposit into the Escrow an amount equal to the accrued interest on the Agreement on the date of the funding of the Escrow.

Section 2.03. Implementation of Non-Escrow Funded Transactions. Non-escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor, upon acceptance of the Equipment, an Acceptance Certificate and an Amortization Schedule.

ARTICLE III

TERM

Section 3.01. Term of Agreement. This Agreement shall be effective upon approval by the Board of <Director/Trustee> of the Lessee and execution hereof by both parties, and shall remain in effect until <Maturity Date> and thereafter, upon mutual ratification, unless earlier terminated pursuant to the provisions of Section 3.02, below.

Section 3.02. Termination of Term. This Agreement will terminate upon the earliest of any of the following events:

(a) the end of the fiscal year of Lessee ("Fiscal Year") during which an Event of Nonappropriation (as defined in Section 5.06 below) occurs;

(b) Lessee's purchase of the Equipment under the provisions of Article VIII or X of this Agreement;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments and all other sums required to be paid by Lessee hereunder.

ARTICLE IV

ENJOYMENT OF EQUIPMENT

Section 4.01. So long as Lessee is not in default hereunder hereunder and no Event of Nonappropriation (as defined below) has occurred, as to claims of Lessor or persons claiming under Lessor, Lessor hereby covenants that Lessee shall peaceably and quietly have, hold, possess, use, and enjoy the Equipment, without suit, trouble or hindrance from Lessor, subject to the terms and provisions hereof. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V

RENTAL PAYMENTS

Section 5.01. Payment of Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor at the address set forth on the execution page hereof in the amounts and on the dates set forth in the Schedule of Payments.

Section 5.02. Interest and Principal Components. As set forth on the Schedule of Payments, a portion of each Rental Payment is paid as, and represents payment of, interest and the balance is paid as, and represents payment of, principal.

Section 5.03. Rental Payments to be Unconditional. The obligation of Lessee to make payment of the Rental Payments required under this Article V and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any vendor or the manufacturer of the Equipment (the "Vendor") or any other person, or any defects, breakdowns or malfunctions in the Equipment, Lessee shall pay all Rental Payments when due and shall not withhold any Rental Payments or assert any right of set-off or counterclaim against its obligation to make any payments under this Agreement. Lessee's obligation to make Rental Payments shall not be abated through accident or unforeseen circumstances.

Section 5.04. Appropriations. (a) Lessee, by entering into this Agreement, acknowledges its current intention to make all payments due under this Agreement during its current Fiscal Year on the dates such payments are then due, but does not commit to a legal or other obligation to make other payments due under this Agreement or to incur any liability or debt beyond the revenue and income provided during its then current Fiscal Year. The liability and obligations of Lessee during each Fiscal Year and remedies of Lessor will be limited to recovery only of funds appropriated for payments for such Fiscal Year. (b) Lessee agrees (i) that the governing body of Lessee shall, for each ensuing Fiscal Year in which the payments are scheduled to be made, to the extent funds have been appropriated for such Fiscal Year, make all such payments as and when due; and (ii) that if sufficient funds are appropriated and budgeted for the next Fiscal Year for the lease of the Equipment (or purchase thereof as provided herein, as applicable), then this Agreement will continue during such Fiscal Year.

Section 5.05. Funding Intent. Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments and other payments during the term of this Agreement. Lessee affirms that funds to pay Rental Payments and other payments under this Agreement are available for Lessee's current Fiscal Year. Lessee and Lessor agree that Lessee's obligation to make Rental Payments under this Agreement will be Lessee's current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Agreement will be interpreted as a pledge of Lessee's general tax revenues, funds or moneys.

Section 5.06. Nonappropriation. If, during a Fiscal Year (the "Current Fiscal Year") the governing body of Lessee fails to specifically include in its proposed budget or related documents, or to appropriate sufficient funds to make the Rental Payments and other amounts due under this Agreement in the next succeeding Fiscal Year with regard to any specific Item of Equipment, then Lessee will immediately (but in no event later than 90 days prior to the end of the Current Fiscal Year) notify Lessor or its assignee of such occurrence. In such event, an event of nonappropriation ("Event of Nonappropriation") will be deemed to have occurred, and this Agreement will be terminated as it applies to any and all item or items of Equipment to which such Event of Nonappropriation applies at the end of the Current Fiscal Year, whereupon Lessee will be obligated to pay all amounts then due under this Agreement subject to the provisions herein. At the end of the Current Fiscal Year, Lessor will have the right to take possession of such item of Equipment and title to such item of Equipment shall vest in Lessor, and all rights of Lessee in and to such item of Equipment including rights to possession, shall terminate. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate Lessee or create a debt of Lessee beyond its Current Fiscal Year. If Lessee makes all payments due under this Agreement through the end of the Current Fiscal Year and returns possession of the Equipment as provided in Section 6.06, then Lessee will have no further liability under this Agreement as it relates to the specific item of Equipment as to which such Act of Nonappropriation has occurred and the item of Equipment has been surrendered to Lessor.

ARTICLE VI

TITLE TO EQUIPMENT: SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Term of this Agreement, title to the Equipment shall rest in Lessor subject to the rights of Lessee under this Agreement. Lessee shall have or acquire no right or title to the Equipment until all payments required under this Agreement have been made by Lessee. Immediately upon the

occurrence of an event of default by Lessee hereunder or the termination of this Agreement under Section 3.02(a) or (c), Lessee will surrender possession of the Equipment to Lessor in the manner and condition set forth in Section 6.06 and the Equipment shall revert to Lessor, free and clear of any right, title or interest of Lessee, without any further action by the parties.

Section 6.02. Lessor's Interest in Equipment. Lessee agrees to provide such identification markings on the Equipment, in form satisfactory to Lessor, as Lessor deems necessary or appropriate to give notice of Lessor's ownership of and interest in the Equipment and, upon assignment, the interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is, and shall at all times remain, personal property.

Section 6.04. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, or any Escrow Fund established pursuant to the Agreement.

Section 6.05. Security Interest. To secure payment of all amounts due under this Agreement and to secure the performance and observance by Lessee of all the covenants expressed or implied herein, Lessee hereby grants a purchase money security interest in the Equipment to Lessor in accordance with the Uniform Commercial Code or other applicable code of the State, said security interest to also cover all of Purchaser's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in and to any and all the following: (i) future replacements, betterments, substitutions and additions to any of the Equipment; (ii) rentals, deposits, and other sums as may become due Lessee as lessor under any and all leases of any Equipment, whether written or oral; (iii) purchase contracts or similar agreements (and all rights of Purchaser thereunder) executed by Purchaser and any other individual or entity pursuant to the terms of which such individual or entity has contracted to purchase from Lessee the Equipment or any part thereof; and (iv) proceeds of the Equipment or any of the foregoing, including, without limitation, all condemnation or insurance proceeds arising out of or with respect to the Equipment or any of the foregoing.

Section 6.06. Return of Equipment. In the event of termination of this Agreement, Lessee shall deliver the Equipment to Lessor at the point of origin or any other reasonable location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.02 hereof.

ARTICLE VII

MAINTENANCE; TAXES; INSURANCE; MODIFICATIONS; LOCATION

Section 7.01. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulations or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment.

Section 7.02. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Term, Lessee will, at its own cost and expense, preserve and keep the Equipment in good repair, working order and condition, reasonable wear and tear excepted. Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements in order to meet the foregoing standard. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.

Section 7.03. Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for a governmental purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee agrees to assist Lessor in the defense of the Equipment against all taxes and governmental charges of any kind whatsoever that may at any time be assessed or levied against or with respect to the Equipment, together with any interest or penalty thereon; provided that Lessee shall solely determine the extent and manner of such assistance. Lessee agrees to pay all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. With respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are accrued during such time as this Agreement is in effect.

Section 7.04. Insurance. Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained with respect to the Equipment to protect Lessee and Lessor from liability. Lessee shall not be required to increase its liability insurance coverage under existing insurance policies. All insurance proceeds from

casualty losses shall be payable as hereinafter provided. Lessee shall, at Lessor's request, furnish to Lessor certificates evidencing such coverage throughout the Term. With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor. Lessee shall carry worker's compensation insurance covering all employees working on, in, near, or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage throughout the Term. All insurance policies required pursuant hereto shall be so written or endorsed as to make losses, if any, payable to Lessor, or its assignees, as their respective interests may appear, shall name Lessor and its assignees as additional insureds, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies. The Net Proceeds (as defined in Section 8.01) of the insurance required in this Section 7.04 shall be applied as provided in Section 8.01 hereof.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair or operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums therefore or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced by Lessor shall be payable on the next succeeding Rental Payment due date together with interest thereon from the date of advance by Lessor at the rate of twelve percent (12%) per annum.

Section 7.05. Location of Equipment. Lessee shall notify Lessor of the location at or within which the Equipment is being or is to be regularly located or stored promptly upon acceptance and shall thereafter inform Lessor of any change in that location.

Section 7.06. Modifications. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications, or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment, at Lessor's request, Lessee, at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Damage, Destruction and Condemnation. If prior to the termination of the Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then, provided the Equipment is not deemed a total loss, Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair or restoration of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessor for application against the Purchase Price. In the event of total destruction of or damage to the Equipment, Lessor and Lessee shall cause the Net Proceeds to be paid to Lessor for application against the Purchase Price applicable for the next succeeding Rental Payment due date, as set forth on the Schedule of Payments, plus a pro rata allocation of interest, at the rate utilized to establish the Rental Payments, from the due date of the immediately preceding Rental Payment until the date of the payment. For purposes of Section 7.04 and this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

ARTICLE IX

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES USE OF THE EQUIPMENT

Section 9.01. Disclaimer of Warranties. LESSOR, NOT BEING A SELLER OF THE EQUIPMENT (AS SUCH TERM IS USED IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE) NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS, AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE PURCHASES THE EQUIPMENT AS IS. In no event shall

Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of the Equipment.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Term, so long as Lessee shall not be in default hereunder, for the purpose of asserting from time to time whatever claims and rights which Lessor may have against the Vendor, including warranty claims with respect to the Equipment, but for no other purpose whatsoever. Lessee's sole remedy for the breach of a warranty shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matters have any effect whatsoever on this Agreement, including Lessee's obligation to make timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties from the Vendor of the Equipment.

ARTICLE X

CONSUMMATION OF PURCHASE

Section 10.01. Consummation of Purchase. At the request of Lessee, Lessor's interest in the Equipment will be transferred, conveyed and assigned permanently to Lessee and this Agreement shall terminate:

(a) at the end of the Term, upon payment in full of all Rental Payments due hereunder and all other sums required to be paid hereunder; or

(b) on any date after thirty (30) days' advance notice, upon payment by Lessee, or upon payment by any purchaser authorized and directed by Lessee to acquire the Equipment, of the then applicable Purchase Price as set forth in the Amortization Schedule and all other sums required to be paid hereunder, including any interest which may have accrued since the previous Rental Payment date or the date upon which interest began accruing on the lease, whichever date is later.

Upon the occurrence of either of the above, Lessor shall permanently transfer to Lessee in full all of Lessor's remaining right, title and interest in and to the Equipment and to any Vendor's warranties which may be applicable thereto, free and clear of all liens and encumbrances created by or arising through Lessor, with special warranty and warranty of further assurances but without other warranties.

ARTICLE XI

ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 11.01. Assignment by Lessor. This Agreement, Lessor's interest in the Equipment and right of Lessor to receive payments hereunder may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time without the necessity of obtaining the consent of Lessee. However, no assignment or reassignment of any of Lessor's right, title or interest in this Agreement or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment. Upon receipt of the notice described above, Lessee agrees to make all payments to the assignee designated in the assignment, and shall, if so requested, acknowledge the assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Section 11.02. Assignment and Subleasing by Lessee. Lessee may assign the option to purchase the Equipment as provided in Section 10.01, above. This Agreement and the interest of Lessee in the Equipment may not otherwise be sold, leased, pledged, assigned or otherwise encumbered by Lessee for any reason without the express prior written consent of Lessor.

Section 11.03. Covenants. Lessee agrees, to the extent permitted by applicable law, and in a manner to be determined solely by Lessee, to assist Lessor in the defense by Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest, arising out of or as the result of the Equipment, including the ordering, acquisition, manufacture, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, unless the loss shall have been caused by the acts or omissions of Lessor, its officers, employees or agents.

ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time and manner specified herein; or

(b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder for a period of thirty (30) days after written notice to Lessee by Lessor specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or

(c) Any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or

(d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws.

Section 12.02. Remedies on Default. Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Terminate this Agreement, retake possession of the Equipment and sell, lease or sublease it, or any item thereof for the account of Lessor, holding Lessee liable for all payments and charges due up to the effective date of such termination.

(b) Require Lessee to deliver the Equipment to Lessor at the point of origin or any other reasonable location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.02 hereof; or

(c) Take whatever other action at law or in equity that may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII TAX PROVISIONS

Section 13.01. Covenants. The parties assume that Lessor can exclude the interest component of the Rental Payments from Federal gross income. In connection therewith, Lessee covenants and agrees that: (i) it does not reasonably anticipate that not more than \$10,000,000 of "qualified tax exempt obligations," as that term is defined in Section 265(b)(3)(D) of the Internal Revenue Code of 1986 (the "Code"), will be issued by it and any subordinate entities during any calendar year during the term of this Agreement; (ii) it will maintain appropriate records of any assignment of this Agreement by Lessor, including any subsequent assignments by the assignee, in a form necessary to comply with Section 149(a) of the Code; (iii) it will execute and deliver to the Lessor an IRS Form 8038-G (or, if the invoice price of the Equipment is less than \$100,000, a Form 8038-GC) designating the principal amount of this Agreement as comprising a portion of the Lessee's aggregate issues to be designated as "qualified tax exempt obligations"; (iv) it will not issue in excess of \$10,000,000 in tax exempt bonds during the issuance year; (v) it will not

permit the Equipment to be directly or indirectly used for private business use within the meaning of Section 141 of the Code; and (vi) it will comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Miscellaneous. The following miscellaneous provisions are an integral part of this Agreement:

(a) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the signature page hereof;

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, Lessor and Lessee and their respective successors and assigns;

(c) Severability/Survival. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The obligations of Lessee under Sections 7.03 and 11.03 which accrue during the term shall survive termination of this Agreement;

(d) Amendments, Changes and Modifications. This Agreement may be amended only by written agreement of Lessor and Lessee;

(e) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument;

(f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma;

(g) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement;

(h) Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any term, covenant or agreement herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or agreement herein;

(i) Entire Agreement. This Agreement, together with the documents attached hereto and other agreements referred to herein, constitutes the entire agreement between the parties;

(j) Time. Time is of the essence of this Agreement.

(k) Usury. Notwithstanding anything contained in this Agreement to the contrary, in no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith that constitute interest on this Agreement under applicable law, result in a net effective interest rate in excess of that allowable under applicable law. The amounts of such interest or other charges previously paid to Lessor in excess of the amounts permitted by the preceding sentence shall be applied by Lessor to reduce the principal of the indebtedness incurred by Purchaser pursuant to this Agreement, or, at the option of Lessor, be refunded. To the extent permitted by applicable law then in effect, determination of the maximum net effective interest rate shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of this Agreement and such indebtedness, all interest at any time contracted for, charged or received from Purchaser hereof in connection with the indebtedness evidenced hereby, so that the actual rate of interest on such indebtedness is uniform throughout the term hereof. Interest on the unpaid amounts under this Agreement shall be computed as simple interest.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LESSOR:

BOK Financial Equipment Finance, Inc.

By: _____

Name: _____

Title: _____

ATTEST

LESSEE:

<Lessee Name>

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT

**[TO BE COMPLETED, THIS EXHIBIT A MAY CHANGE SOME ACCORDING TO SIZE OF LIST]
[SEE ATTACHED]**

EQUIPMENT LOCATION

<EQ Location Address>
<EQ Location County > County
<EQ Location City, State Zip Code>

AMORTIZATION SCHEDULE

Name of Lessee: <Lessee Name>
Name of Lessor: BOK Financial Equipment Finance, Inc.
Principal Amount of Lease: <Amount Financed>
Interest Rate on Lease: <Yield>
Payments: <Monthly/Quarterly/Annually> in <Advance/Arrears>
Payment Amount: <Payment>
Interest Start Date: <Lease Date>

[INSERT AMORTIZATION HERE]

NOTE: All figures shown on this Spreadsheet are based upon current interest rates and historical expenses associated with similar lease purchase obligations. They are CERTAIN to change before the date interest starts on the lease. These figures should not be considered a prediction of the actual associated with the lease. They are only a best estimate of current costs. **THESE NOTES SHOULD BE DELETED ON EACH DEAL THESE NOTES ARE FOR INFORMATIONAL PURPOSES.**

LESSOR'S ACCEPTANCE:

BOK Financial Equipment Finance, Inc.

LESSEE'S ACCEPTANCE:

<Lessee Name>

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

[\$10,000,000 Small Issuer]

RIDER NO. 1

Attached to and made a part of that certain Equipment Lease/Purchase Agreement (the "Agreement") dated as of <Lease Date> by and between BOK Financial Equipment Finance, Inc., as Lessor, and <Lessee Name>, as Lessee.

1. Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including the Agreement) in the amount of more than \$10,000,000 (other than private activity bonds and refunding bonds which do not have to be taken into account under Section 265(b)(3) of the Internal Revenue code of 1986, as amended (the "Code") during the current calendar year; hereby designates this Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code; and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

2. The obligations of Lessee hereinunder which accrue during the term of the Agreement shall survive termination of the Agreement.

3. The parties agree that this Rider is an integral part of the Agreement.

LESSOR:
BOK Financial Equipment Finance, Inc.

LESSEE:
<Lessee Name>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE OF PAYMENTS

(Escrow Funded)

Pertaining to that certain Equipment Lease/Purchase Agreement dated <Lease Date> (the "Agreement") in the amount of <Amount Financed>, between BOK Financial Equipment Finance, Inc. ("Lessor") and <Lessee Name> ("Lessee"). All terms not defined herein have their meanings described in the Agreement.

A. RENTAL PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS. The Rental Payments required under the Agreement for the Equipment described in the attached Description of Equipment shall be as set forth in the Amortization Schedule attached hereto. A portion of each Rental Payment is paid as and represents payment of interest as set forth in such Amortization Schedule. Lessee agrees to and shall pay all transportation and/or delivery costs, if any.

B. LAST ACCEPTANCE DATE. The Equipment subject to the Agreement must be accepted by the Lessee within eighteen (18) months from the date hereof.

C. LATE PAYMENTS. There will be a charge of the greater of one percent (1%) per month or the highest legal rate allowed by governing law on the amount of any Rental Payment which remains unpaid for five (5) days after the date due.

D. BUDGETARY PERIOD. Lessee's budgetary period is from _____ to _____.

E. APPROPRIATION. Lessee confirms that sufficient funds have been appropriated to make all Rental Payments due during its current fiscal year and expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent years.

F. ACCRUED INTEREST. Lessor agrees that should the funding into Escrow of the Agreement take place after the date set out in the Amortization Schedule for the commencement of interests Lessor shall deposit into such Escrow Fund an amount equal to the interest that shall have accrued since such commencement of interest.

THE TERMS GOVERNING THIS SCHEDULE OF PAYMENTS ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH HEREIN.

LESSOR:
BOK Financial Equipment Finance, Inc.

LESSEE:
<Lessee Name>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ACCEPTANCE CERTIFICATE

NO. ____

(Escrow Funded)

THIS ACCEPTANCE CERTIFICATE is issued pursuant to that certain Equipment Lease/Purchase Agreement dated <Lease Date> (the "Agreement") between BOK Financial Equipment Finance, Inc. ("Lessor") and <Lessee Name> ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. The undersigned, as Lessee under the Agreement, acknowledges delivery, installation and receipt in good condition and hereby accepts, all of the Equipment described on the attached Description of Equipment dated <Lease Date>.

2. Lessee confirms that it will make all Rental Payments required by and in accordance with Article V of the Agreement, and that sufficient funds have been appropriated to make such payments for its current fiscal year. Lessee expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent fiscal years.

3. The Equipment is covered by insurance in the types and amounts required by the Agreement and is located at the location set forth in the attached Description of Equipment.

4. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice of lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

5. Lessee hereby authorizes and directs Lessor to fund the acquisition of the Equipment by paying the Vendor(s) the invoice price(s) as set forth on the attached Description of Equipment, and certifies that upon such payment, Lessor will have fully and satisfactorily performed all of its covenants and obligations under the Agreement with respect to the Equipment.

6. The Equipment is personal property and will not become either real property, fixtures or inventory.

ATTEST:

LESSEE:

<Lessee Name>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

NO ARBITRAGE CERTIFICATE

THIS CERTIFICATE is issued in connection with the Equipment Lease/Purchase Agreement dated as of <Lease Date> between BOK Financial Equipment Finance, Inc. ("Lessor") and <Lessee Name> ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. In General.

1.1 This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Equipment Lease/Purchase Agreement dated as of <Lease Date>, between Lessor and Lessee and all related documents executed pursuant thereto (the "Financing Documents").

1.2 The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3 To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4 Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

2. Purpose of the Financing Documents. The Financing Documents are being entered into for the purpose of providing certain funds for financing the cost of acquiring, equipping and installing certain equipment which is essential to the governmental functions of Lessee (the "Equipment") which Equipment is or is to be more specifically described in one or more Certificates of Acceptance executed pursuant to the Equipment Lease/Purchase Agreement. Such funds will be deposited in escrow by Lessor pending acquisition of the Equipment. Such funds shall not be used directly or indirectly to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

3. Sources and Disbursement of Funds. The total purchase price for the Equipment is expected to be \$_____, of which \$_____ will be deposited by Lessor in an escrow fund that will be used to make purchase price payments to the vendor(s) or manufacturer(s) of the Equipment, and the remainder provided by Lessee. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

4. Temporary Period.

4.1 The Equipment will be delivered at various times through _____, 20____. It is anticipated that all Equipment will be delivered and accepted, and all funds provided by Lessor expended, prior to _____, 20____.

4.2 The total purchase price of the Equipment is not required to be paid to the vendor(s) or manufacturer(s) thereof until the Equipment has been accepted by Lessee.

5. Escrow Account. The Financing Documents provide that the \$_____ to be deposited with an escrow agent is anticipated to be used for acquisition of the Equipment. Further, it is anticipated that these monies shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 145(a) or Section 149(B) of the Internal Revenue Code of 1986, as amended, respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

LESSEE:
<Lessee Name>

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGREEMENT

RE: Equipment Lease/Purchase Agreement (the "Agreement") between BOK Financial Equipment Finance, Inc. ("Lessor") and <Lessee Name> ("Lessee") dated <Lease Date>.

This Escrow Agreement (the "Escrow") is dated <Lease Date> by and between <Lessee Name>, as Lessee, and BOK Financial Equipment Finance, Inc., as Lessor.

Lessor agrees to place the proceeds of lease into an Escrow Account to be held at BOK Financial Equipment Finance, Inc., for the account of Lessee, for the express purpose of obtaining the Equipment as listed in Exhibit A in the Agreement. Interest shall accrue under the terms of this Escrow at a rate of not less than current market rates, credited monthly and compounded semi-annually. All earnings from such escrow shall accrue to the Lessee and all monies remaining in such escrow after final acceptance of the Equipment by Lessee shall be credited by Lessor against future lease payments owed by Lessee as reflected in the payment amounts provided in the Agreement. Lessee agrees to abide by the following terms in addition to those in the Agreement.

1. Funds will be used only for the acquisition of the Equipment listed in Exhibit A. If any substitutions are made, Lessee agrees to inform Lessor of such substitutions and, if needed, agrees to execute additional documentation in order to record such substitutions.

2. Lessee will place the orders to all vendors for the Equipment Lessor will make payment to the vendors of the Equipment upon delivery and acceptance (or partial acceptance) of the Equipment by Lessee from the proceeds of the escrow account.

3. The commencement date of the Agreement is <Lease Date>. Payments are to be made in accordance with the terms of the Agreement as set out in the Schedule of Payments and Amortization Schedule.

4. Notwithstanding any dispute between Lessee and Lessor or Lessor or any dispute between Lessee and any vendor or any other person, Lessee will make all payments in accordance with the terms of the Agreement and the Schedule of Payments attached thereto and will not withhold any payment pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments as set out under the Agreement. Lessee's obligation to make payments shall not be abated through accident or unforeseen circumstances.

LESSOR:
BOK Financial Equipment Finance, Inc.

LESSEE:
<Lessee Name>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(FORM OF LESSEE'S COUNSEL OPINION)
(To be typed on Counsel's Letterhead)

BOK Financial Equipment Finance, Inc.
5956 Sherry Lane, Suite 1000
Dallas, TX 75225

Gentlemen:

As counsel for <Lessee Name> ("Lessee"), we have examined a duly executed original of the Equipment Lease/Purchase Agreement dated as of <Lease Date> (the "Agreement") between Lessee and BOK Financial Equipment Finance, Inc. ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination of law and fact as we have deemed necessary or appropriate for such purposes of the opinions set forth below, we are of the opinion that:

1. Lessee is a body politic, legally existing under the laws of the State of Oklahoma ("State").
2. The Agreement and the Proceedings has been duly adopted, authorized, executed and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal or binding.
3. The governing body of Lessee has complied with all applicable open meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Agreement was authorized.
4. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditor rights.
5. Either there are no usury laws of the State applicable to the Agreement, or the Agreement is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Equipment (as defined in the Agreement) from Lessor under the Agreement, or the acquisition and leasing of the Equipment from Lessor under the Agreement comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceeding or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect Lessee's ability to perform its obligations under the Agreement.
8. The adoption, execution and/or delivery of the Agreement and the Proceedings, and the compliance by Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which Lessee is subject or by which Lessee is or may be bound.

This opinion is for the sole benefit of, and may be relied upon only by, you and any permitted assignee or subassignee of Lessor, under the Agreement.

Sincerely,

RESOLUTION OF GOVERNING BODY

LESSEE: CITY OF STILLWATER, OKLAHOMA

Equipment Lease/Purchase Agreement dated August 21, 2023.

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on August 21, 2023, the following resolution was introduced and adopted.

RESOLUTION NO. CC-2023-27

RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City Council of the City of Stillwater, Oklahoma ("Lessee") has determined that a true and very real need exists for the equipment (the "Equipment") described in the Equipment Lease/Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented to this meeting; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement is hereby approved. The City Council authorizes the Interim City Manager to execute, acknowledge and deliver the Agreement to the Lessor.

Section 3. The Mayor, Vice-Mayor, and the Interim City Manager of Lessee are hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, schedules, UCC financing statements and other documents issued under the provisions of the Agreement and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the within Equipment Lease/Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

CERTIFICATE OF RESOLUTION

I, Teresa Kadavy, do hereby certify that I am the duly elected or appointed and acting City Clerk of City of Stillwater, a political subdivision duly organized and existing under the laws of the State of Oklahoma (the "Lessee"), and that the foregoing resolution has been presented to and duly adopted by the governing body at a meeting duly held and convened in accordance with applicable law on August 21, 2023.

I further certify that attached hereto is a true and complete certified copy of the public notice and agenda posted at the City of Stillwater Municipal Building, at least seventy-two (72) hours prior to the meeting wherein said resolution was adopted, excluding Saturdays, Sundays and legal holidays.

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal hereto this 21st day of August, 2023.

LESSEE:

City of Stillwater, Oklahoma

By: _____

Name: Teresa Kadavy

Title: City Clerk

Date: August 21, 2023

CERTIFICATE OF APPROPRIATION

I, Brady Moore, the duly elected or appointed and acting Interim City Manager of the City of Stillwater, Oklahoma ("Lessee") hereby certify that all rental payments due by Lessee under that certain Equipment Lease/Purchase Agreement between Lessee and BOK Financial Equipment Finance, Inc., as Lessor, for the fiscal year ending June 30, 2024 are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, I have set my hand this 21st day of August, 2023.

LESSEE:

City of Stillwater, Oklahoma

By: _____

Name: Brady Moore

Title: Interim City Manager

INCUMBENCY CERTIFICATE

I, Teresa Kadavy, do hereby certify that I am the duly elected or appointed and acting City Clerk of the City of Stillwater, Oklahoma, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma, that I have custody of the records of such entity, and that as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease/Purchase Agreement between such entity and BOK Financial Equipment Finance, Inc.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>William H. Joyce</u>	<u>Mayor</u>	_____
<u>Amy Dzialowski</u>	<u>Vice Mayor</u>	_____
<u>Brady Moore</u>	<u>Interim City Manager</u>	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this 21st day of August, 2023.

LESSEE:

City of Stillwater, Oklahoma

By: _____

Name: Teresa Kadavy

Title: City Clerk

RESOLUTION OF GOVERNING BODY

LESSEE: CITY OF STILLWATER, OKLAHOMA

Equipment Lease/Purchase Agreement dated August 21, 2023.

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on August 21, 2023, the following resolution was introduced and adopted.

RESOLUTION NO. CC-2023-27

RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City Council of the City of Stillwater, Oklahoma ("Lessee") has determined that a true and very real need exists for the equipment (the "Equipment") described in the Equipment Lease/Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented to this meeting; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement is hereby approved. The City Council authorizes the Interim City Manager to execute, acknowledge and deliver the Agreement to the Lessor.

Section 3. The Mayor, Vice-Mayor, and the Interim City Manager of Lessee are hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, schedules, UCC financing statements and other documents issued under the provisions of the Agreement and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the within Equipment Lease/Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

CERTIFICATE OF RESOLUTION

I, Teresa Kadavy, do hereby certify that I am the duly elected or appointed and acting City Clerk of City of Stillwater, a political subdivision duly organized and existing under the laws of the State of Oklahoma (the "Lessee"), and that the foregoing resolution has been presented to and duly adopted by the governing body at a meeting duly held and convened in accordance with applicable law on August 21, 2023.

I further certify that attached hereto is a true and complete certified copy of the public notice and agenda posted at the City of Stillwater Municipal Building, at least seventy-two (72) hours prior to the meeting wherein said resolution was adopted, excluding Saturdays, Sundays and legal holidays.

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal hereto this 21st day of August, 2023.

LESSEE:

City of Stillwater, Oklahoma

By: _____

Name: Teresa Kadavy

Title: City Clerk

Date: August 21, 2023

RESOLUTION CC-2023-28

**“A RESOLUTION ADOPTING A RECORD RETENTION
SCHEDULE AND PROCESS FOR THE CITY OF
STILLWATER, OKLAHOMA AND RELATED ENTITIES.”**

WHEREAS, Title 11 Oklahoma Statutes, Section 22-131 prescribes retention periods for the destruction, sale and disposition of certain municipal records; and

WHEREAS, Title 11 Oklahoma Statutes, Section 22-131(B) provides that time limits for the disposition of records, papers and documents which are not identified in that statute “may be determined and set by ordinance or resolution of the municipal governing body;” and

WHEREAS, the City Council deems it to be in the best interest of the City to adopt a records retention schedule; and

WHEREAS, flexibility to determine a retention time and process for records not listed is needed to assist with the overall operations of the city and better service the public;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, AS FOLLOWS:

1. The attached records retention schedule is adopted as the records retention schedule of the City.
2. The City Manager is authorized to enact additional retention time periods for any records not listed on the attached schedule or regulated by state law to ensure an adequate retention time period.
3. The schedule and process set forth herein shall apply to the City of Stillwater and all trusts, commissions, boards and components of municipal government in which records are maintained.

APPROVED AND ADOPTED THIS 21ST DAY OF AUGUST, 2023.

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

Approved as to Form and Legality

TERESA KADAVY, CITY CLERK

KIMBERLY CARNLEY, CITY ATTORNEY

<i>Description</i>	<i>Department</i>	<i>Retention Time</i>	<i>Retention Citation</i>
911 Recordings and Associated Data All audible recorded conversations associated with calls for emergency assistance and associated data to include communications to and from dispatchers. PARTIALLY CONFIDENTIAL Law Enforcement 51 O.S. § 24A.8, 12 O.S. § 2510	Fire Department Police Department	5 years	11 O.S. § 22-131(B)
Abstracts, Real Estate	City Clerk's Office	Permanent	11 O.S. § 22-131(B)
Accident and Incident Reports (Parks) All reports concerning injury to participant on park property PARTIALLY CONFIDENTIAL Personnel Investigations (51 O.S. § 24A.7)	Parks and Recreation	5 years or until litigation is terminated	11 O.S. § 22-131(B)
Accident Reports Involving City Vehicles These records document traffic accidents involving City owned vehicles and includes reports of all associated injuries to City employees PARTIALLY CONFIDENTIAL Personnel Investigations (51 O.S. § 24A.7)	Finance Risk Management	5 years or until litigation is terminated	11 O.S. § 22-131(B)
Accident Reports/Official Injury Reports Involving Personal Injury (Workers' Comp) Includes reports describing accidents involving City employees resulting in personal injury excluding vehicular incidents. May also include copies of Workers' Compensation claims (Official Injury Report) PARTIALLY CONFIDENTIAL Personnel Investigations (51 O.S. §24A.7)	Finance Risk Management	5 years following the end of the calendar year of accident or until litigation is terminated	11 O.S. § 22-131(B)

Accident Reports Involving Private Vehicles and City Property Record of damage and loss sustained by employee involved while operating City owned property and/or defective equipment, where vehicles not owned by the City are involved in collisions with the City owned property PARTIALLY CONFIDENTIAL Personnel Investigations (51 O.S. §24A.7)	All Departments	5 years or until litigation is terminated	11 O.S. § 22-131(B)
Accident Reports (Police) 51 O.S. § 24A.8(B)	Police Department	10 years or until litigation is concluded Original to DPS	47 O.S. § 10-117
Accident Reports (White Sheets)	Police Department	3 years	11 O.S. § 22-131
Accounting Summary Reports/Ledgers and Journals Monthly records which itemize a cash balance at the end of the month. Includes vendor, invoice number, check number, date paid, charged month, reversal expenses and total expenses for the month.	Finance Accounting Parks and Recreation	5 years	11 O.S. §22-131(A)(4) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Accounts Payable Files Includes records to pay the City's bills. Files often consist of check copy, invoice, purchase order, receiving reports and requisition. May also include correspondence with vendors and departmental officials and computer printouts	Finance Procurement	5 years (If bond proceeds, life of bond plus 3 years)	11 O.S. §22-131(A)(4) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations

Accounts Receivable Files May also be called "Cash Receipt File." These files consist of copies of bills prepared by the City to collect amounts owned by hotel tax collections, business improvements, right-of-way fees, household hazardous waste, deposits, park fees, library deposits, etc. These records document the money owed and collected by the City.	Finance Public Works	5 years	11 O.S. § 22-131(A)(3)
Action Center Records	City Clerk's Office	5 years	11 O.S. § 22-131(A)(3)
Admission Charges - Special Events As established by resolution or ordinance.	Parks and Recreation Development Services	During effective period	11 O.S. § 22-131(B)
Adult Arrest Logs	Police Department	10 years	11 O.S. § 22-131
Advertisements for Sale of Property	Public Works Utilities	5 years (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Affirmative Action Plans	Human Resources	5 years	11 O.S. § 22-131 (A)(3)
Agendas and Notices Meeting plans of all public bodies	City Clerk's Office	1 year	25 O.S. § 311(A)(1) 74 O.S. § 3106.2
Alarm and Sprinkler Permits	Development Services	5 years	11 O.S. § 22-131(B)
Alarm Permit Applications, Renewals, Correspondence, and Permits	Police Department	1 year	11 O.S. § 22-131
Alternate Placement Documentation	Human Resources	3 years or until litigation is complete	11 O.S. § 22-131(B)
Animal Adoption Records A numerical record and agreement for animal adoptions. Includes known animal history, medical care and/or surgical record (spay/neuter), new owner information, and fee waiver form.	Development Services Animal Welfare	5 years	11 O.S. § 22-131(A)(3)

Animal Bite Records Includes investigating officer, commission number, type of animal inflicting bite, animal's owner if known, animal's history if known, name and address of victim and parent/guardian if applicable, date bitten, location of wound(s), treatments received, location and results of rabies quarantine observations and disposition of animal.	Development Services Animal Welfare	5 years	11 O.S. § 22-131(B)
Animal Control Daily Activity Daily count and report of all service call runs by officers. Includes officer's name, commission number, and service location, time of arrival, findings, disposition, and time cleared.	Development Services Animal Welfare	5 years	11 O.S. § 22-131(B)
Animal Cruelty/Abuse Reports Reports completed by animal control officers detailing abuse/cruelty investigations, general findings, veterinary reports, animal description, owner information, follow-ups, pertinent dates, and adjudication. Includes judicial orders for destroy/release.	Development Services Animal Welfare	5 years	11 O.S. § 22-131(B)
Animal Entry Records Consists of forms for all animals entered into the shelter including strays, owner-in-jail, owner deceased, tagged and untagged animals, etc.	Development Services Animal Welfare	5 years	11 O.S. § 22-131(B)
Animal Transfer Files Records of animals transferred from Animal Welfare to other organizations	Development Services Animal Welfare	5 years	11 O.S. § 22-131(B)
Annexation and Deannexation Records Includes records used to annex property into City boundaries. Files usually contain correspondence, citizen's petitions, maps, and official annexation action (does not include ordinance).	Planning Development Services	Discretionary	11 O.S. § 22-131(B)

Applications for ID's	Parks and Recreation	3 years	11 O.S. § 22-131(B)
Appointment Files List of appointments of individuals by the Mayor and/or City Council to various boards, commissions, task forces, and committees (includes Vice Mayor appointments).	Mayor's Office City Clerk's Office	Permanent (Historic)	11 O.S. § 22-131(B)
Appropriation Ledgers	Finance	10 years	11 O.S. § 22-131(A)(4)
Arrest, Booking and Jail Files, Reports and Photos Includes a summary of daily, monthly, and yearly totals of arrests within the City.	Police Department	10 years	51 O.S. § 24A.8
Arrest and Bench Warrants (Municipal Court) An order signed by a Judge directing an officer to arrest and deliver the body of a defendant to the Court. Does not include parking warrants	Municipal Court Police Department	5 years after warrant is served	11 O.S. § 22-131(A)(2)
Arson Reports 51 O.S. § 24A.8	Police Department Fire Department	10 years	74 O.S. § 314
Auction Records and Chief's Sale Records and Supporting Documentation	City Attorney's Office Procurement Operations Public Works Police Department	10 years from date of auction	11 O.S. § 22-131(B)
Audio Tapes of Public Meetings	City Clerk's Office	Permanent	51 O.S. § 24A <i>et seq.</i>
Audit Reports File (External) Reports prepared by external auditors examining and verifying the City's financial activities. Audit investigating reports and annual financial statements may be included. Used for fiscal analysis and evaluation.	Finance	Permanent	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Audit Files (Internal)	Finance	10 years	51 O.S. § 17-105
BACIS Reports/Field Interview Reports/Domestic Intervention Reports	Police Department Fire Department	Permanent	51 O.S. § 24A.8

Bank Statements/Reconciliation Files	Finance	Permanent	11 O.S. § 22-131(A)(4) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Bids (Equipment & Materials) Includes requests for proposals	Engineering Development Services General Services Finance Procurement	5 years following the end of fiscal year in which submitted	11 O.S. § 22-131(A)(3)
Bids (Public Improvements) Includes bid tabulations, bid price, percentage rates, periods of pay, name of bidder, and cost of capital improvement project. Also may include copy of advertisement services or memorandum requesting bidders, and specifications. Informal bidding information is similar; all quotes should be documented.	Development Services General Services Engineering Finance Procurement	5 years from bid opening or 3 years from date of acceptance, whichever is longer (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) 61 O.S. § 112 IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Blasting Permit Permits bought in order to complete work authorized by customers. Includes date, permit number, name of party to whom issued, location, fee, owner, agent, tenant, and work description. May also include inspection data, notes of compliance, and inspector's name.	Development Services	5 years	11 O.S. § 22-131(A)(3)
Blueprints (Private Property) Includes as-built engineering drawings and blueprints	Development Services	Discretionary (If bond proceeds, life of bond plus 3 years)	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Board, Commission, Committee Reports Includes miscellaneous reports, correspondence, and other files pertaining to the meeting	All Departments	Discretionary	11 O.S. § 22-131(B)
Bonds Employees and elected officials	City Clerk's Office Finance	5 years after expiration	11 O.S. § 22-131(A)(3)

Bonds, General Obligation Issues and Revenue Bonds (Notes) Includes records relating to the financing of municipal projects through bonded indebtedness. Files usually include proposals, audits, correspondence, signed contracts pertaining to project for which bonds are issued, and the original financial instruments or copies of them including bond transcripts, affidavits of publication and ordinances authorizing the sale of public bonds.	All Departments	Life of bond plus 3 years	11 O.S. § 22-131(A)(4) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Bonds May include defect, maintenance, bid, performance, and surety for public improvement and private projects.	City Clerk's Office	5 years after maintenance bond expires (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Bond, Professional and Surety (Bail)	Municipal Court	5 years	11 O.S. § 22-131(A)(3)
Budget, Debt (Sinking Fund) Service Budget Annual adopted budget pursuant to Municipal Budget Act, 11 O.S. § 17-201 <i>et seq.</i>	City Clerk's Office	Permanent	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Budget Amendments Records documenting the transfer of or supplemental appropriation to departmental monies during the fiscal year. 11 O.S. § 17-216.	Finance City Clerk's Office	Permanent	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Budget Formulation Papers Consists of estimates of expenditure and disbursements against revenues by each department within the municipality. May also include records created to justify the budget requests and presentations before City Council. Used for fiscal planning and control.	All Departments	Discretionary	11 O.S. § 22-131(B)
Budget Transfers Signed budget transfer journals required by the Municipal Budget Act and City resolution. 11 O.S. § 17-215.	Finance	5 years	11 O.S. § 22-131(B)

Building Code Inspection/Enforcement (City Property)	Development Services	Permanent	11 O.S. § 22-131(A)
Building Code Inspection/Enforcement (Private Property)	Development Services	5 years	11 O.S. § 22-131(A)(3)
Building Permits, Applications Includes applications from property owners to erect new structures or make structural modifications to existing structures, and municipal permits allowing the construction. Applications may contain name, address, telephone number of owner, contractor and architect, location of building, class of work, type and cost of building, zoning information, topographical compliance data such as land surveys, and signature of owner. May also include required inspections prior to issuance of business permits such as foundation, frame, and final inspections, with date remarks and signatures of inspectors, denial appeals, and certificate of occupancy	Development Services	5 years	11 O.S. § 22-131(A)(3)
Building Plans (City Owned) Includes plans and specifications for City buildings	City Clerk's Office Development Services	Permanent	11 O.S. § 22-131(A)
Business Improvement Districts	City Clerk's Office Planning	Permanent	11 O.S. § 22-131(B)
CAD Call Sheets	Police Department	3 years or until litigation is concluded	12 O.S. § 95
Calendar Schedule of public officials, as pertains to public appointments subject to the Oklahoma Open Records Act	All Departments	Deleted at the end of the working day created or received unless required by law to be kept (i.e., financial records)	11 O.S. § 22-131(B)
Campaign Reports	City Clerk's Office	4 years from date of receipt	11 O.S. § 56-107

Cash Audit Reports Records of all cash transactions accepted for services rendered by the Animal Shelter in accordance with City ordinance. Includes cash register audit forms, deposit receipts, overage/shortage reports, loose livestock field service billing, micro chipping fees, etc.	Development Services	Permanent	11 O.S. § 22-131(B)
CDBG Files & Records Including supporting documentation	Finance	3 years from closeout of the grant to the state or the period required by other applicable laws and regulation, whichever is greater	24 C.F.R. § 570.490(d)
Cell Phone and Telephone Invoices (except 911 calls) Cell phone numbers are confidential. 51 O.S. § 24A.7.	IT Police Department	5 years	11 O.S. § 22-131(A)(3)
Census Reports Population figures and other information by census tract and block, gathered by the U.S. Census Bureau. May also include maps.	Planning Development Services	Permanent (Historic)	11 O.S. § 22-131(B)
Certificate of Approval Issued administratively or by any board, committee, or commission.	Planning Development Services	Permanent (Historic)	11 O.S. § 22-131(B)
Certificates of Deposit, T-Bills Includes records relating to original financial instruments executed to invest City funds. Records state amount of certificate or treasury bill, term, and rate of interest	Finance	5 years after inactivity (If bond proceeds, life of bond plus 3 years)	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Certificate of Election Results	City Clerk's Office	5 years	11 O.S. § 22-131(A)(3)
Certificate of Insurance - Contractors Insurance provided by contractors (licensee, permits, etc.) to do business in the City.	City Clerk's Office Finance Development Services Utilities	5 years from end of fiscal year in which final payment was made	11 O.S. § 22-131(B)

Certificates of Occupancy Files Certifies that a building complies with the minimum standards required by State and local laws. Often includes building name, location, occupancy, classification land limitation, date issues, and fee.	Development Services	5 years (private property) Permanent (City property)	11 O.S. § 22-131(A)(3)
Chemical Inventory List Material data sheets. List of all chemicals onsite.	All Departments	Permanent until superseded	11 O.S. § 22-131(B)
Citizen Files Miscellaneous petitions and letters addressed to the governing body	All Departments	2 years	11 O.S. § 22-131(A)(2)
City Charter Includes the organic law of the City. Also includes amendments.	City Clerk's Office	Permanent	11 O.S. § 22-131(B)
City Code The municipal ordinances, rules and regulations, and fees.	City Clerk's Office	Permanent	11 O.S. § 22-131(B)
City Manager or General Manager Report Information report provided to the City Council at a regular or special meeting, which responds to questions presented by members of the Council or the public or periodic reports to Council detailing activities, project programs, or financial matters	City Manager's Office City Clerk's Office	Permanent (Historic)	11 O.S. § 22-131(B)
City Policies Rules and regulations of the governing body or City management. May include resolutions or memoranda.	City Clerk's Office	Permanent	11 O.S. § 22-131(B)
City Seal (Current and Past City Seals)	City Clerk's Office	Permanent	11 O.S. § 22-131(B)
City Litigation Case Files PARTIALLY CONFIDENTIAL Attorney Client 51 O.S. § 24A.12	City Attorney's Office	3 years after litigation is terminated unless the case is otherwise designated by the assigned attorney or City Attorney	11 O.S. § 22-131(B)

Claims Damage and injury claims against the City pursuant the GTCA. 51 O.S. §151 <i>et seq.</i>	City Clerk's Office City Attorney's Office	5 years	11 O.S. § 22-131(A)(3)
Claims and Payroll Docket City payments that are made weekly. Docket containing a chronological or numerical listing of all checks drawn on City accounts. Usually includes check number, deposits for each account.	Finance City Clerk's Office	10 years (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Closed Circuit Television (CCTV) Digital Video Recordings Images from cameras mounted on City property, as saved on continuously overwritten digital media PARTIALLY CONFIDENTIAL 51 O.S. § 24A.28	All Departments	Until overwritten due to storage media capacity limitations	11 O.S. § 22-131(B)
Codes Plumbing, electrical, property maintenance, mechanical, fire, building, standard specs.	City Clerk's Office	Permanent (with ordinance)	11 O.S. § 22-131(B)
Code Enforcement Records	Development Services Operations Fire Department	Permanent	11 O.S. § 22-131(B)
Collective Bargaining Agreements	City Clerk's Office	3 years	29 CFR § 516.5
Collection Case Files	City Attorney's Office	5 years or until litigation is terminated	11 O.S. § 22-131(A)(3)
Commercial Repair Invoices	Public Works	Life of Asset	11 O.S. § 22-131(B)
Community Service Records	Municipal Court	5 years or after close of case if longer	11 O.S. § 22-131(B)
Community Work Program Records	Municipal Court	5 years or after close of case if longer	11 O.S. § 22-131(B)
Complaint Records	City Manager's Office Parks and Recreation	5 years or until litigations is concluded	11 O.S. § 22-131(A)(3)

Comprehensive Annual Financial Report (CAFR) Financial history and summary of the City	Finance	Permanent	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Comprehensive Classification System Review & Development Studies and reviews of the City's classification system.	Human Resources	5 years or until superseded	11 O.S. § 22-131(B)
Computer-Aided Dispatch Data Digital record of a call entered for emergency response that contains details related to a specific incident or location. PARTIALLY CONFIDENTIAL Law Enforcement 51 O.S. § 24A.8	Police Department Fire Department	5 years	11 O.S. § 22-131(B)
Conditional Permits Includes application and site plans administratively issued to permit certain uses that tend to be incompatible within the same zoning district.	Development Services	Discretionary	11 O.S. § 22-131(B)
Confidential Reports All documents that are deemed confidential in accordance with the Oklahoma Open Records Act or Federal or State law.	All Departments	Until litigation is terminated (If bond proceeds, life of bond plus 3 years)	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Conflict of Interest Forms	City Clerk's Office	4 years	11 O.S. § 22-131(B)
Confiscated Evidence Records	Police Department	5 years or until litigation is concluded	11 O.S. § 34-124
Construction and Design Files (Private Projects)	Public Works	5 years after expiration of Maintenance Bond	11 O.S. § 22-131(B)

Consultant Selection Files May include request for project to be advertised, advertisement, letter from all proposals of interest, proposals from short listed firms, tabulations, short list committee, referral memo to department for short list, short list from department, letters sent to consultants regarding interview, score sheets, notification to department of results, letters informing those not selected for interviews, letters informing those not selected for project, consultant review committee report, and Council memo.	Public Works Planning	5 years after expiration of Maintenance Bond	11 O.S. § 22-131(B)
Contracts, Leases, and Agreements Files consist of signed contract agreements with parties involving City services or having other legal relationships with the City	City Clerk's Office	5 years from end of fiscal year in which final payment was made (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Coupon Bond Register	Finance	5 years (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Crime Incident Reports A report containing pertinent information concerning a particular incident or crime or all reports containing information concerning a criminal investigation or incident. May be hand written or computer generated. PARTIALLY CONFIDENTIAL 51 O.S. § 24A.8	Police Department	Permanent	11 O.S. § 22-131(B)

Criminal Justice Records Prosecution Records Includes prosecution files, jail stay-free hearing documents, and impound hearing documents. Does not include attorney work product or records on the file with another department or agency. Police and Court Legal Services Records Includes nuisance abatement, replevin, court-ordered property disposition, destruction, auction, transfer/trade, and general property requests. Does not include attorney work product records on file with another department or agency. PARTIALLY CONFIDENTIAL Attorney Client 51 O.S. § 24A.12	City Attorney's Office	Prosecution - 2 years after close of case or impound hearing Police and Court's Legal Services - 5 years or until litigation is terminated	11 O.S. § 22-131(B)
Customer Service Surveys	All Departments	Discretionary	11 O.S. § 22-131(B)
Daily Activity Records Daily records of activity on each shift by officer. May also include officer's summary of status of cases. Generally includes case numbers, kind of case, date, amount stolen or recovered, and name, sex, date of birth, and address of arrested person. also may show detective's name, shift, vehicle number, date, case number, type of case, victim, property stolen, property recovered, arrested, total hours, and off duty administrative, investigation, public relations, crime prevention, or training time	Police Department	3 years or until litigation is terminated	11 O.S. § 22-131(B)
Daily Line Up Sheet A listing of officers who are working on a daily basis. The lineup shows the officer's name and where they are assigned.	Police Department Development Services Animal Welfare	3 years	11 O.S. § 22-131(B)
Daily Patrol Shift Changes	Police Department	1 year	11 O.S. § 22-131

Daily Shift Report (Animal Welfare) Includes pertinent information on events during shift such as roll call by rank and name.	Police Department Animal Welfare	5 years	11 O.S. § 22-131(B)
Daily Shift Report (Fire) Includes pertinent information on events during shift such as roll call by rank and name	Fire Department	Permanent	11 O.S. § 22-131(B)
Damage and Loss Report (City Property) Record of damage and loss sustained by City including but not limited to attributable theft, arson, vandalism, employee negligence, defective equipment, damage to structures and buildings, money and security losses, vehicle accidents where vehicles not owned by the City are involved in collisions with City owned property.	All Departments	3 years or until litigation is terminated	11 O.S. § 22-131(B)
Dangerous Building Files Records relating to the demolition and boarding of buildings deemed unfit for human habitation by the Council. Usually, including building reports, letters to property owners, and demolition documents. May also include contract and payment documents. 11 O.S. §§ 22-121 & 22-123	Development Services	5 years or until litigation or lien extinguished or satisfied	11 O.S. § 22-131(B)
Deeds Original deeds providing evidence of City ownership of property. Generally includes name, addresses, of grantor or grantee, description of property, date property was transferred or granted.	City Clerk's Office	Permanent (If bond proceeds, life of bond plus 3 years)	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Deferred Compensation Plans Any deferred compensation plan under §457 of the IRS Code approved by Council	Human Resources	Permanent	11 O.S. § 22-131(B)
Departmental Memorandums City Manager - Informational memorandums to departments and division heads covering a single subject	City Manager's Office	Discretionary	11 O.S. § 22-131(B)

Deposit Records Records of the daily transactions showing deposits of all accounts of funds by banks.	Finance Municipal Court	5 years (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Deposit Slips (Police) Including supporting documentation, alarm permits, and records.	Police Department	5 years	11 O.S. § 22-131(A)(3)
Depreciation Schedule Electronic Report The schedule which documents the useful life of City owned equipment and property, including acquisition data and cost. They are used for capital equipment budgeting and for other financial planning and control purposes. Include assets until fully depreciated or disposed.	Finance	Until fully depreciated, replaced, or disposed (If bond proceeds, life of bond plus 3 years)	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Digital Recordings (Boards, Commissions, Committees) Meetings other than City Council	City Manager's Office Marketing	2 years	11 O.S. §21-131(B)
Disability Files for Management Employees	Human Resources	2 years from last payment	11 O.S. §22-131(B)
Fire Chief Log Books Lists dates of incident, time, location, and a brief description of activity.	Fire Department	Permanent	11 O.S. § 22-131(B)
Docket Book (Civil Lawsuits)	City Attorney's Office	Discretionary	11 O.S. § 22-131(B)
Docket (Municipal Court)	Municipal Court	5 years	11 O.S. § 22-131(A)(3)
Drug and Alcohol Testing CONFIDENTIAL	Human Resources	Term of employment plus 30 years	11 O.S. § 22-131(B)
E-mail	All Departments	Deleted at the end of working day created or received unless required by law to be kept (i.e., financial records)	11 O.S. § 22-131(B)

Easements, Public Rights-of-Way	City Clerk's Office	Permanent	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
EEOC Equal Employment Opportunity Commission complaint files CONFIDENTIAL	Human Resources City Attorney's Office	Permanent until litigation is terminated	11 O.S. § 22-131(B)
EEOP (Equal Employment Opportunity Plan) A plan documenting the City's compliance with the statutes and regulatory requirements	Human Resources	3 years or until superseded	11 O.S. § 22-131(B)
EEO-4 (Form 164) Biennial report of employment data by race, sex, job category, and pay. CONFIDENTIAL	Human Resources	3 years	29 CFR §§ 1602.30 and 1602.31 Title VII § 709(c)
Election Expense Statement	City Clerk's Office	5 years	11 O.S. § 22-131(A)(3)
Election Files (Council Election, Charter) Includes copy of ballot, proclamations, resolutions, certificates of results, tabulation, and certificate of returns.	City Clerk's Office	5 years	11 O.S. § 22-131(A)(3)
Election Files (GO Bonds and Tax Levy) Issues approved by the voters.	City Clerk's Office	5 years	11 O.S. § 22-131(B)
Electrical Code Inspection/Enforcement (City Owned Property) Includes inspection reports by City Inspectors on City owned property	Development Services	5 years	11 O.S. § 22-131(A)(3)
Electrical Code Inspection/Enforcement (Private Property) Includes inspection reports by City Inspectors	Development Services	5 years	11 O.S. § 22-131(A)(3)
Electronic Timekeeping System Records PARTIALLY CONFIDENTIAL 51 O.S. § 24A.7	All Departments	Permanent	11 O.S. § 22-131(B)

Electronic Funds Transfer Form Used for electronic transfer of money	Finance Procurement	1 year after the vendor number becomes inactive	11 O.S. § 22-131(B)
Employee Benefit Election Files and Medical Records	Human Resources	Duration of benefit plan enrollment plus 3 years	11 O.S. § 22-131(B)
Employee Exposure Medical Records Results of exposure to chemicals, noise, infectious diseases, harmful physical agent or toxic substance as defined by OSHA, including biological monitoring results and Material Safety Data Sheets CONFIDENTIAL	Human Resources	Duration of employment plus 30 years	29 CFR § 1910.1020(d)(1)(ii)
Employee Personnel History File Records pertinent to an employee's time of service. Contains application, job and pay rate records, performance evaluations, etc. PARTIALLY CONFIDENTIAL 51 O.S. § 24A.7	Human Resources Fire Department Police Department	Duration of employment plus 5 years or until litigation is terminated Fire Department 30 years	11 O.S. § 22-131(B)
Employment Application File PARTIALLY CONFIDENTIAL 51 O.S. § 24A.7	Human Resources Fire Department Police Department	3 years applicants not hired (exceeds State law)	29 CFR § 1602.31
Employment Testing and Validation Documentation PARTIALLY CONFIDENTIAL 51 O.S. § 24A.7	Human Resources Fire Department Police Department	Discretionary	11 O.S. § 22-131(B)
Engineering Drawings See as-built plans and specifications, operation and maintenance manuals, facilities, and infrastructure records.	All Departments	If bond proceeds, life of bond plus 3 years	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations

Equipment Inventory Inventories of all City owned and leased equipment and physical property. Includes inventories of vehicle giving: vehicle number, year, model, make, manufacturer's identification number, date purchased, vendor, cost, and tag number. Descriptions of other equipment inventories include quantity, description, make, model number, serial number, vendor, and signature of responsible custodian.	All Departments	10 years (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(4)
Equipment Records Includes check in/out record of municipal equipment temporarily removed on a regular or periodic basis from its authorized place of storage.	All Departments	1 year or until litigation is terminated	51 O.S. § 151 <i>et seq.</i>
Event Permits Records relating to the leasing of municipal facilities to various groups. May include scheduling, license checklist, equipment rental requests and invoices, contracts, licenses, seating charts and floor plans, work orders, sales/service reports, insurance, etc.	Development Services City Clerk's Office	1 year after expiration	51 O.S. § 151 <i>et seq.</i>
Evidence and/or Property Records Records of all property seized or received, listing date received, movement, collecting investigator, description of item, disposition, and signature of all handling parties.	Fire Department Police Department	Permanent	11 O.S. § 22-131(B)
Expunged Court Records	Municipal Court	10 years after order of expungement	22 O.S. § 19(K) & (N)
Expunged Law Enforcement Records (Sealed Records) Law enforcement records that are expunged pursuant to law. CONFIDENTIAL 22 O.S. §§ 18 and 19	Police Department	10 years after order date	11 O.S. § 22-131(B)

Family Medical Leave Act Records (FMLA) CONFIDENTIAL (Except U.S. Department of Labor)	All Departments	3 years if no complaints are received or until litigation is terminated	29 CFR § 825.500
Faulty Meter Records A document filled out when a parking meter is reported to be inoperable		5 years or until litigation is terminated	11 O.S. § 22-131(A)(3)
Fax Log	Police Department	1 year	11 O.S. § 22-131
Federal Emergency Management Agency (FEMA) Records Records generated after Declaration by President of an emergency or disaster.	All Departments	Permanent	FEMA
Federal Rebate Claim Files Records filed with the City by program participants in order to receive rebates on storm shelters or recovery from storm damage	City Clerk's Office Planning	3 years from last grant expenditure report	2 CFR 200.333
Financial Statements File Financial data reflecting the general fiscal position of the City. Includes monthly statements recording monies allocated and spent against revenues from various sources. May also include charge back documentation, quarterly, semiannually, and annual reports.	Finance	10 years	11 O.S. § 22-131(A)(4)
Fire Alarm System Document test and maintenance work performed on automatic fire alarm systems. Includes date problem was reported and name of person reporting problem.	Fire Department	Permanent	11 O.S. § 22-131(B)
Fire Extinguisher Maintenance and Inspection Records	All Departments	1 year after last inspection	29 CFR § 1910.157(e)(3)
Fire Incident Report Records from incidents to which the Fire Department responds. In addition to fire incidents, these include Emergency Medical Services and Hazardous Material incidents, service calls, false alarms, and natural condition.	Fire Department	Permanent	11 O.S. § 22-131(B)

Fire Incident Run Reports File A record of fire and non-fire incidents which may include incident number, month, date, year, day of week, alarm time, arrival time, address of fire, occupant's name, method of alarm, type of situation found, action taken, number of personnel, engines, and other vehicles at scene, units responding, incident related injuries and deaths, property use, area and level of fire origin, termination stage, equipment involved and form of heat ignition, structure type, construction type and method, extent of damage, insurance, method of extinguishing, number of hydrants used, property damage classification, dollar loss and extent of damage, signature of person completing report.	Fire Department	Permanent	11 O.S. § 22-131(B)
Fire Investigation Report A confidential record of fire investigations which includes incident number, case number, date (month, day, year), address of fire, type of occupancy, owners' and occupants' vital statistics, incident related injuries and deaths, dollar loss, attributes to the fire, fire cause, material and form of material first ignited, witness and suspect information, arrest information, statute violation, disposition, narrative, follow-up reports, signature of person completing report. PARTIALLY CONFIDENTIAL 51 O.S. § 24A.8	Fire Department	10 years for non-fatality incidents Permanent for fatality incidents	11 O.S. § 22-131(B)
Fire Permission to Enter Vehicle or Structure Form	Fire Department	2 years	11 O.S. § 22-131(A)(3)
Fire Permits Permits issued pursuant to the fire code adopted by the City does not include alarm and sprinkler.	Fire Department	Permanent	11 O.S. § 22-131(A)(3)
Fire Radio Traffic Recordings	Fire Department	5 years	11 O.S. § 22-131(B)

Fire Station Log Books Lists date of incident, time, location, and a brief description of activity	Fire Department	Permanent (Historic)	11 O.S. § 22-131(B)
Fixed Asset Inventory Lists List of City's personal property inventory file.	Finance	10 years	11 O.S. § 22-131(A)(4)
Fuel Usage Records Records of the fuel use of each fleet vehicle. These records may exist as entries in a computer file	All Departments	5 years	11 O.S. § 22-131(A)(3)
Fuel and Waste Oil Inspections, Registrations, Disposal Records, and Access Forms	Operations	Indefinitely	11 O.S. § 22-131
Garnishment Files Consists of a summary of garnishments with defendant's and plaintiff's names. Also included a form documenting the amount withheld from the employee's wages.	Finance	5 years after payment is fulfilled	11 O.S. § 22-131(A)(3)
General Fund, Claims, Checks, Vouchers, Purchase Orders, Payroll	Finance	10 years following audit	11 O.S. § 22-131(A)(4)
General Fund Cash Receipts & Registers	Finance	10 years following audit	11 O.S. § 22-131(A)(4)
Gift Disclosure Form	City Clerk's Office	1 year after official leaves office	11 O.S. § 22-131(B)

Grant Accounting File Consists of financial documentation for each State or Federal grant projects. Records including monthly expenses and requests for payment, check copies, copy of grant applications, financial status reports, advance reports, special audit and bookkeeping requirement instructions, and other working papers accumulated in the process of preparing accounting information to meet State and Federal regulations Grant Files (State, Federal) Includes Grant-In-Aid Files. Due to the variety of Federal grant programs and stipulations, each department must check with the administering governmental agency for the retention requirements for specific programs. It is recommended the retention period be recorded in this manual for ease of reference.	All Departments	Records: 3 years from the final expenditure reports for that period for purposes of audits, program reviews, and IGs. Equipment and Real Property: 3 years from the disposition of the equipment or property unless superseded by Federal statute or regulation or until disputed matter is resolved. Grant-In-Aid: 5 years unless superseded by federal statute or regulation or until a disputed matter is resolved	11 O.S. § 22-131(A)(3) 7 C.F.R. § 3016.42 15 C.F.R. § 24.42 32 C.F.R. § 33.42 34 C.F.R. § 80.24 10 C.F.R. § 600.242 45 C.F.R. § 92.42 24 C.F.R. § 85.42 43 C.F.R. § 12.82 28 C.F.R. § 66.42 29 C.F.R. § 97.42 22 C.F.R. § 135.42 49 C.F.R. § 18.42 40 C.F.R. § 31.42 44 C.F.R. § 13.42 21 C.F.R. § 1403.42 Office of Management and Budget Circular A-87
--	------------------------	--	---

Grant Work Progress Report Daily, weekly, or monthly report that indicates work received, work completed, documents processed, accounting records, etc.	All Departments	3 years after close of fiscal year in which grant ends or audit period specifies unless superseded by Federal statute or regulation or until disputed matter is resolved Accounting Records: 5 years unless superseded by federal statute or regulation or until disputed matter is resolved	11 O.S. § 22-131(A)(3) 7 C.F.R. § 3016.42 15 C.F.R. § 24.42 32 C.F.R. § 33.42 34 C.F.R. § 80.24 10 C.F.R. § 600.242 45 C.F.R. § 92.42 24 C.F.R. § 85.42 43 C.F.R. § 12.82 28 C.F.R. § 66.42 29 C.F.R. § 97.42 22 C.F.R. § 135.42 49 C.F.R. § 18.42 40 C.F.R. § 31.42 44 C.F.R. § 13.42 21 C.F.R. § 1403.42 Office of Management and Budget Circular A-87
Grievance File	Human Resources	2 years from the date of making the record or personnel action involved 2 years from date of termination if involuntary	29 C.F.R. § 1602.31
Handwritten Probable Cause Affidavit	Police Department Development Services Animal Welfare	5 years	11 O.S. § 22-131(B)
Hazardous Materials Accident Reports Reports on accidents involving the spilling or combustion of hazardous chemicals or other materials. Includes brand name, chemical name, amounts of material, location of accident and specific information pertaining to the incident.	Finance Risk Management Fire Department Public Works	Finance - 3 years after completion of report Public Works - Permanent Fire - Permanent	11 O.S. § 22-131(B)
Hazardous Waste Intake Citizen Surveys	Public Works	1 year	11 O.S. § 22-131(B)

Health Insurance Portability & Accountability Act (HIPPA)	Human Resources	6 years	Public Law 104-91 Privacy Rule 45 C.F.R. § 160(A)(E)
Household Hazardous Waste Facility Special Collection Events Documents and Reports All documents supporting mobile events including health and safety plans	Public Works	3 years	11 O.S. § 22-131(B)
Housing (Demolition, Securing, and Abandoned) Records relating to the demolition and boarding of buildings identified to City Council, by Code Enforcement, as either structurally unsound or unsecured. Usually includes initial inspector's report, legal ownership and mortgage holder printouts, notices and letters to the property owner, contractor bid information and contract award and payment, various photos and slides, contractor invoices and checklists, police and fire reports, records relating to fees, building statements, work orders and paid receipts, releases of liens and miscellaneous note, etc. pertaining to conversations with citizens, regarding the property location. Also includes certificates of mailing and/or certified mail receipts.	Development Services	5 years or until litigation is terminated, or lien extinguished or satisfied	11 O.S. § 22-131(A)(3)
I-9 Employment eligibility form	Human Resources	3 years after hire or 1 year after termination	11 O.S. § 22-131(B)
I.D. Forms	Parks and Recreation	4 years	11 O.S. § 22-131(B)

Impounded Vehicle Logs and Reports A multi-copy report created when a vehicle is impounded. Used to record the impoundment and release of vehicles. Also a computer generated report of all impounded vehicles over the previous 24 hour period, which is forwarded to the State as per State Law.	Police Department	3 years	11 O.S. § 22-131(B)
Impounded Watercraft Notice of Impoundment	Police Department	3 year or until litigation is terminated	11 O.S. § 22-131(B)
Improvement District Records	Finance City Attorney's Office City Clerk's Office Engineering	15 years	11 O.S. § 22-131(A)(3)
Incarceration Lists Daily prisoner count	Police Department	5 years	11 O.S. § 22-131
Incident Investigation Report	All Departments	Duration of employment plus 5 years	11 O.S. § 22-131(B)
Informal Quotes	All Departments	5 years	11 O.S. § 22-131(A)(3)
Injury/Illness Forms	All Departments	5 years	11 O.S. § 22-131(B)
Injury/Illness Prevention Plan	All Departments	Until superseded	11 O.S. § 22-131(B)
Inspection Records Records or reports pertaining to elevators, fire hydrants, bridges, buildings, plumbing, mechanical, electrical devices, lifting and hoisting devices, construction sites, permits, refuse, water, sanitary sewer, storm sewer, storm water quality, vehicles for hire, and taxicab inspection documents	All Departments	5 years	11 O.S. § 22-131(A)(3)
Inspection Records (City Property)	Public Works	Permanent	11 O.S. § 22-131(A)
Insurance Policy File File includes copies of all insurance policies, signed agreements, claims, and documents related to coverage for City employees, City officials, and City property	City Clerk's Office Finance Risk Management	5 years or until litigation is terminated	11 O.S. § 22-131(B)

Interest and Grievance Arbitration Awards	Human Resources City Attorney's Office	Permanent	11 O.S. § 22-131(B)
Internal Investigations (Police) Investigations regarding personnel conduct (includes Use of Force investigations and reports) CONFIDENTIAL 51 O.S. § 24A.7	Police Department	5 years	11 O.S. 22-131(B)
Internal Investigations Investigations by Human Resources or any other department.	All Departments	3 years or until litigation is terminated	11 O.S. § 22-131(B)
Intra-Departmental Memoranda Memos issued by the department director stating department policy and procedures	All Departments	Permanent until superseded	11 O.S. § 22-131(B)
Investment Documents Includes trade tickets, maturity notices, interest notices, and other necessary documents for the investment portfolio of the City.	Finance	5 years after inactivity (If bond proceeds, life of bond plus 3 years)	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Investment Documents (GO Bonds)	Finance	Life of bond plus 3 years	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Jail 2 Report Computer generated report of total number of prisoners in custody	Police Department	5 years	11 O.S. § 22-131(B)
Job Evaluation Documentation Reflects data used to provide a systematic basis for compensating positions.	Human Resources	5 years or until superseded	11 O.S. § 22-131(B)
Job Ticket (Work Order) Print shop request for printing and copying. May include printing and copying requisition.	City Manager's Office Marketing	1 year after close of fiscal year	11 O.S. § 22-131(B)
Journal Entries/Journal Vouchers Files consist of adjustments to financial accounts showing the debits and credits, reason for adjustment, date, and amount	Finance	5 years (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Juvenile Arrest Log	Police Department	10 years	11 O.S. § 22-131

Landfill Permits May include application, insurance, regulations, and reports of local, State, and Federal agencies. 27A O.S. § 2-10-901 <i>et seq.</i>	Finance Waste Management	5 years	11 O.S. § 22-131(A)(3)
Legal Opinions Contains copies of legal opinions and memoranda prepared by the City Attorney	City Attorney's Office	Permanent (Historic)	11 O.S. § 22-131(B)
Legal Opinions (GO Bonds)	City Attorney's Office	Permanent	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Licenses Applications All occupational licenses issued by the City such as kennel, auctioneer, barterer, food handler, electrical, etc. (See permits).	Development Services	5 years	11 O.S. § 22-131(A)(3)
Liens	Development Services	Permanent	11 O.S. § 22-131(B)
Maintenance Records All maintenance records pertaining to City property and other property (i.e., vehicles and equipment)	All Departments	10 years - buildings; life of other property or until replaced or otherwise required	11 O.S. § 22-131(B)
Management Bulletins Technical and organizational information presented to all departments and agencies on an as-needed basis, usually prepared by an individual responsible for its controls and approved by the City Manager	City Manager's Office	Discretionary	11 O.S. § 22-131(B)
Manufacturer/Product Information Documents Including load tests, proof tests, repair documents, etc. for lifting devices (i.e., cranes, slings, etc.) 29 C.F.R. § 1910.179(k) 29 C.F.R. § 1910.180(e) 29 C.F.R. § 1910.184(e)	Public Works Utilities	Duration of the use of the equipment	11 O.S. § 22-131(B)

Maps (Emergency Equipment, Parking Meters, Traffic Lights, etc.) Includes maps of streets maintained for reference regarding placement of fire hydrants, parking meters, traffic lights and sign locations, etc.	Public Works	Permanent until superseded	11 O.S. § 22-131
Maps and Plats General reference maps of City development areas. Shows existing zoning.	Development Services	Permanent until superseded	11 O.S. § 22-131
Micro-Chipping Records Animals microchipped at the City's Animal Shelter. Includes microchip number, date, references, adoption form (if applicable), animal description, owner information, alternate contact information, and copies of microchip form and certificate.	Police Department Animal Welfare	5 years	11 O.S. § 22-131(B)
Menacing Animal Investigation Files Information collected while investigating incident involving a menacing or dangerous animal. Can include photographs and information on the animal's size, weight, and markings.	Police Department Animal Welfare	5 years	11 O.S. § 22-131(B)
Menacing Animal Register	Police Department Animal Welfare	5 years after the death of the registered animal	11 O.S. § 22-131(B)
Minutes Consists of minutes presented to the governing body, boards, committees, task force, and commissions at its official meetings if required by the Open Meeting Act	All Departments	5 years for boards, committees, and commissions Permanent for City Council	11 O.S. § 22-131(B)
Miscellaneous Revenue Files	Finance	10 years	11 O.S. § 22-131(B)
Money/Bond Receipt Books	Police Department	5 years	11 O.S. § 22-131
Money/Credit Card Receipts	Police Department	5 years	11 O.S. § 22-131
Municipal Codes Prior year code books	City Clerk's Office	Permanent	51 O.S. § 24A.1 <i>et seq.</i>

Municipal Court Bond & Fine Receipts	Municipal Court	5 years following disposition	11 O.S. § 22-131(A)(3)
Municipal Court Dockets	Municipal Court	5 years	11 O.S. § 22-131(A)(3)
Municipal Court Warrants	Municipal Court	2 years	11 O.S. § 22-131(A)(2)
Nuisance Abatement Administrative Records Records relating to weed, trash, graffiti, inoperable vehicles on private property. Usually includes initial inspection report, photos, legal ownership printouts, citations, notices and letters to property owner, certificate of mailing, copies of liens, contractor work orders, contractor invoices and photos, billing statements and paid receipts, releases of liens and miscellaneous notes pertaining to conversations with citizens regarding the property location.	Development Services	5 years or until litigation is terminated or lien extinguished or satisfied	11 O.S. § 22-131(A)(3)
Nuisance Abatement Administrative Records Records relating to impounded vehicles held for nuisance abatement and vehicles ordered to be impounded or immobilized due to delinquent parking citations.	Police Department	3 years or until litigation is terminated	11 O.S. § 22-131(B)
Oaths of Office	City Clerk's Office	1 year following end of term or employment	11 O.S. § 22-131(B)
Offense Reports, Case File, Supplements, Attachments	Police Department	10 years	11 O.S. § 22-131
Official Oklahoma Traffic and Collision Report Forms provided by the Department of Public Safety PARTIALLY CONFIDENTIAL 47 O.S. § 10-117 51 O.S. § 24A.8(B)	Police Department	5 years of until litigation is terminated (Originals to Department of Public Safety permanent)	11 O.S. § 22-131(B)
Oil and Gas Records Includes division orders, leases, notice of hearings, permits, revenue statements, scout tickets, warranty deeds, and wells by operation.	Development Services	Permanent	11 O.S. § 22-131

OKIE Log Sheets	Operations	5 years	11 O.S. § 22-131
OneDrive Documents Documents located in users' OneDrive	All Departments	30 days upon termination or until litigation is terminated	11 O.S. § 22-131(B)
Open Records Request and Response Log 51 O.S. § 24A.1	City Clerk's Office	1 year from response	11 O.S. § 22-131(B)
Ordinances Includes ordinance number, title, text, date of passage, signatures, and any associated documents (i.e., memorandum, staff report)	City Clerk's Office	Permanent	11 O.S. § 22-131(B)
Ordinances and Public Notice Publication Books Includes all publications for City Council, boards, commissions, and committees.	City Clerk's Office	Permanent	11 O.S. § 22-131(B)
OSHA and Other State or Federal Inspection Records	Public Works	Permanent	11 O.S. § 22-131(B)
Outlook Entries Notes, tasks, contacts, or other files associated with the users' Outlook account	All Departments	Deleted at the end o working day created or received unless required by law to be kept (i.e., financial records)	11 O.S. § 22-131(B)
P-Card (Credit Card) Transaction statement, receipts, and other required documentation	All Departments	5 years	11 O.S. § 22-131(A)(3)
Parking Meter Records Records relating to parking meter collections.	Finance	10 years	11 O.S. § 22-131(A)(4)
Parking Citation and Warrant Files Includes computerized information such as vehicle, date ticket issued, license plate number, ticket number, receipt number, date paid, and name of vehicle owner	Police Department Municipal Court	1 year after issuance	11 O.S. § 22-131(A)(1)
Parks and Recreation Collection Records Listing of all monies collected	Parks and Recreation	10 years	11 O.S. § 22-131(A)(4)

Payroll Bank Statements/Reconciliations, Payroll Checks Consists of periodic statements from the bank showing electronic deposits and cancelled payroll checks for receipt of wages, vacation pay or other payments for services rendered.	Finance	6 years (time exceeds statute)	11 O.S. § 22-131(A)(3)
Pawn Tickets	Police Department	2 years	11 O.S. § 22-131
Payroll Earnings Records Includes employee's name, address, hours worked, gross pay, withholdings, social security number, net pay, deductions, and FLSA records. (Deductions, address, social security number, and net pay are CONFIDENTIAL under 51 O.S. § 24A.7)	Finance	5 years or until litigation is terminated (If bond proceeds, life of bond plus 3 years)	11 O.S. § 131(A)(3) 29 C.F.R. § 516 IRS Bond Compliance Regulations IRS Code § 6601 and § 6001-1(a) or the Regulations
Payroll Time Records Includes employee's name, department, amount and type of leave time, compensatory time, and overtime records.	All Departments	5 years until litigation is terminated	20 C.F.R. § 516.5 11 O.S. § 22-131(A)(3)
Pension Records Includes information on vested and retired City employees.	Human Resources	5 years from date of last payment	11 O.S. § 22-131(B)
Permits All permits issued by the City including but not limited to electrical, plumbing, gas fitters, building, storm water quality, traffic, work zone, elevator, vehicle for hire, vendor, if required will include the citizenship affidavit form.	Public Works Development Services Police Department	5 years	11 O.S. § 22-131(A)(3)
Personnel Files	Police Department	6 years after end of employment	11 O.S. § 22-131
Personnel Job Audit Documentation Reflects data compilation support of position reclassifications.	Human Resources	2 years or until litigation is terminated	29 CFR § 1602.31

Personnel Job Classification Documentation Includes original and modifications to job descriptions, performance evaluation forms and master task lists.	Human Resources	Permanent	29 CFR § 1602.31
Personnel Medicare Records A record concerning the health status of an employee that is made or maintained by a physician, nurse, or other technician including: medical and employment questionnaires or histories; the results of medical examinations and laboratory tests; medical opinions, diagnoses, progress notes and recommendations; first-aid records; description of treatments and prescriptions; and employee medical complaints. Excludes health insurance claims in records. CONFIDENTIAL	Human Resources	Duration of benefit plan plus 30 years	29 CFR § 1910.1020(d)(1)(i)
Personnel Policies Adopted by Resolution by the City Council	City Clerk's Office	Permanent	11 O.S. § 22-131(B)
Personnel Selection Procedure Documentation Includes all selection processes: test results, evaluation forms, and letters of justification etc.	Human Resources	5 years or until litigation is terminated	29 CFR §1602.31
Personnel Service Bulletin - PSB Administrative interpretation of personnel policies by the HR Director	Human Resources	Permanent	11 O.S. § 22-131(B)
Petitions (Initiative Referendum) Petitions submitted to the City requesting an election be held. Excluding signature pages.	City Clerk's Office	If ordinance is passed by the voters, retain permanently; if ordinance failed by the voters, retain 2 years after date of election.	11 O.S. § 22-131(B)

Petitions (Miscellaneous) Includes petitions signed by citizens requesting action by City. Also, includes annexation and assessment district petitions.	City Clerk's Office	2 years or until litigation is terminated	11 O.S. § 22-131(A)(2)
Petitions (Recall) Petitions submitted for the removal of the Mayor or Council member	City Clerk's Office	Destroy after term ends	11 O.S. § 22-131(B)
Petition (Taxpayer Written Demands) Institute suit of failure of officers	City Clerk's Office	Permanent	62 O.S. §§ 372-374
Petty Cash Records 11 O.S. § 17-102	All Departments	10 years	11 O.S. § 22-131(A)(3)
Plans Includes comprehensive, neighborhood, and master plans adopted by the Planning Commission	Planning City Clerk's Office	Permanent	11 O.S. § 22-131(B)
Police Assessment Records (Personnel) Record checks for potential employees. CONFIDENTIAL	Human Resources	3 years or until litigation is terminated	11 O.S. § 22-131(B)
Police Department Logs & Miscellaneous Records Arrest record checks, case logs, criminal history logs, records logs, phone logs, copies of served protective orders, reports from vendors of firearm sales, and NCIC validation reports	Police Department	1 year	11 O.S. § 22-131
Police Policies and Procedures Manual	Police Department	Permanent	11 O.S. § 22-131(B)
Police Promotional Testing Sergeant, Lieutenant, and Captain promotional testing and assessment material. This shall include investigator and transfer packets.	Police Department	3 years or until litigation is terminated	11 O.S. § 22-131(B)
Policy, Procedures, or Training Manuals Includes internal rules and regulations of the municipality sometimes separated by department. Often published in manual format or booklets. May include step-by-step procedures used as training manual for job functions.	All Departments	Until superseded	11 O.S. § 22-131(B)

Polygraph Test CONFIDENTIAL	Police Department	3 years; employee's hired - permanent	Employee Polygraph Protection Act of 1988 29 CFR § 801.30
Postal Records Includes postage meter records. May also include bulk rate postal permit information and other records dealing with mail operations and the U.S.P.S. Files may also include records with private mail carriers if used.	City Manager's Office Marketing	10 years	11 O.S. § 22-131(A)(4)
Pre-Qualification Files Includes contractor's application, financial statements, certifications, and any other documents that are required to be pre-qualified to bid on City projects.	City Clerk's Office	5 years for contractors no longer pre- qualified	11 O.S. § 22-131(B)
Press Releases All official news or press releases issued by the municipality	City Manager's Office Marketing Fire Department Police Department	Discretionary	11 O.S. § 22-131(B)
Private Property Impound	Police Department	2 years	11 O.S. § 22-131
Proclamations All official proclamations, citations, and announcements issued by the Mayor.	Mayor's Office City Clerk's Office	1 year	11 O.S. § 22-131(B)
Procurement Bid Files Includes bid tabulation, bid price, percentage rates, periods of pay, name of bidder, and cost. Also may include copy of advertisement services or memorandum requesting bidders/specifications.	Finance Procurement Utilities	5 years	11 O.S. § 22-131(A)(3)
Procurement Policies	Finance Procurement	Permanent until superseded	11 O.S. § 22-131(B)
Promotional Publications Includes pamphlets, brochures, or newsletters informing citizens of certain events.	All Departments	Discretionary	11 O.S. § 22-131(B)

Property Damage Reports Involving City Property Includes a report of damage to property of the municipality, time and date of accident, a complete narrative regarding circumstances, name of principals, witnesses, and addresses. CONFIDENTIAL Personnel Investigations 47 O.S. § 10-117 51 O.S. § 24A.7	Finance Risk Management	5 years or until litigation is terminated	11 O.S. § 22-131(B)
Property Maintenance Code Inspections Includes City Inspector's report of inspection and any addendum thereto, including reports of subsequent inspections and related correspondence, notices, etc.	Development Services	5 years	11 O.S. § 22-131(A)(3)
Proposals Includes requests for proposal, submittal statement, committee recommendation, and memorandums	All Departments	5 years from proposal opening (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Protective Orders	Police Department	Until expired or dismissed	11 O.S. § 22-131
Publication Affidavits Original, notarized, affidavit showing proof of publication in a local newspaper of general circulation	City Clerk's Office	1 year	11 O.S. § 22-131(B)
Purchase Order File The electronic file used to procure goods and services for the City. Usually consists of purchase orders, invoices, documenting number, date, department, description and quantity of item, account number, unit price, amount, and signature. May also include purchase requisitions and other supporting documentation used for justification and approval and procurement actions	Finance Procurement	5 years after termination of purchase order or agreement, whichever is later (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Pursuit Review Board Reports	Police Department	5 years	11 O.S. § 22-131

Quarterly Tax Report File Documents containing taxable and non-taxable income of city governments. Includes Federal and State sales tax, social security reports, and unemployment records.	Finance	10 years	11 O.S. § 22-131(B)
Radio Recordings Log of radio communication, recording of traffic calls	Fire Department	5 years	11 O.S. § 22-131(B)
Real Estate Purchase Contracts May include warranty deed, easements, and contract for purchase	City Clerk's Office	Permanent	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Receipt Books Books documenting monies received into City accounts from various sources. Includes date of payment or fund to which money belongs, receipt number, and amount paid.	All Departments	10 years	11 O.S. § 22-131(A)(4)
Records Checks (potential employees)	Human Resources	3 years or until litigation is terminated	11 O.S. § 22-131(B)
Record Dissemination Log	Police Department	5 years	11 O.S. § 22-131
Refund File Records documenting the issuance of a refund to the payee for overpayment, incorrect billing, etc. for services, permits, or licenses.	All Departments	10 years	11 O.S. § 22-131(A)(4)
Rental Schedules Files consisting of contract agreements with parties providing city services or having other legal relationships with the City, including options to purchase property. May also include leases, rental schedules, specifications, bids awarded and copies of payments, receipts and other supporting papers used in managing the contract.	All Departments	5 years after expiration (If bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131(A)(3) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Respirator Program Records Physicians statement, fitness testing results from confined entry authority and assignment.	Human Resources	Term of employment plus 30 years	11 O.S. § 22-131(B)

Returned Checks Consists of bad checks (insufficient funds) received for deposit and voided spoiled checks.	All Departments	5 years	11 O.S. § 22-131(A)(3)
Safety Bulletins	All Departments	Permanent until superseded	11 O.S. § 22-131(B)
Safety, Environmental and Health Inspection and Consultations All City facilities and work sites; contractor procedures; USTs and AGTs.	All Departments	Permanent	11 O.S. § 22-131(B)
Salary Survey Records	Human Resources	2 years	FLSA
Schedule of Annual Meetings List of regularly scheduled meetings of public bodies for the calendar year.	City Clerk's Office	2 years	11 O.S. § 22-131(B)
Security Pass Card Log	Police Department	1 year	11 O.S. § 22-131
Service Requests Includes but is not limited to citizen service requests, comments about services, maintenance, repairs, ADA service requests, etc.	All Departments	5 years	11 O.S. § 22-131(A)(3)
Sewage Treatment Applications and Permits Wastewater treatment reports filed with State and Federal agencies monitoring the City's compliance with government regulations. Includes applications, recycling permits and reports, water treatment permits and reports, and other permits for solid waste and sewage treatment processes.	Utilities	Permanent	11 O.S. § 22-131(B)
Sewage Treatment Monitoring Reports Contains records used to monitor and report on the operations of the City sewage treatment plant and sewage treatment, including lab reports, and amounts of waste processed by the system.	Utilities	Permanent	11 O.S. § 22-131(A)
Sewer Line Maps	Utilities Engineering	Permanent until superseded	11 O.S. § 22-131(B)
Sidewalk Assessment Districts	Public Works	10 years	11 O.S. § 22-131(A)(4)

Signs and Banner Permits	Development Services Public Works	5 years	11 O.S. § 22-131(A)(3)
Sinking Fund (Debt Service) Art. 10, Sec. 28, Oklahoma State Constitution	Finance	10 years	11 O.S. § 22-131(A)(4)
Solid Waste Abatement Program Liability Releases Product Exchange (paint, pesticide, oil, etc.)	Public Works	5 years	11 O.S. § 22-131(B)
SOT Training Records	Police Department	5 years	11 O.S. § 22-131
Special Assessment Files Files used to account for water, street, and sewer district funds. They verify revenue contributions from citizens.	City Clerk's Office Utilities Public Works	15 years	11 O.S. § 22-131(A)(5)
Standard Specifications for Construction of Public Improvements The City's policies, regulations, and procedures for construction of public projects.	City Clerk's Office	Permanent until superseded	11 O.S. § 22-131(B)
State Department of Health Permits		Permanent	11 O.S. § 22-131(B)
Street & Alley Fund Records	Finance	10 years	11 O.S. § 22-131(A)(4)
Street Improvement Records	Engineering	15 years	11 O.S. § 22-131(A)(5)
Storm Water Quality Permits All permits issued and any documentation that relates to that permit.	Public Works Engineering	5 years	11 O.S. § 22-131(A)(3) General Permit for Storm Water Discharge from Construction Activity and Multi- Sector General Permit for Storm Water Discharge Associated with Industrial Activity 29 C.F.R. § 1910- 146(e)(6)
Storm Water Quality State Permits and Reports	Public Works Engineering	3 years from the expiration or termination of the permit	ODEQ; NPDES General Permit for Storm Water Discharge from Construction Activity and Multi- Sector General Permit for Storm Water Discharge Associated with Industrial Activity

Street Address Data (GIS) List of current streets and house numbers	IT	Permanent until superseded	11 O.S. § 22-131(B)
Street Design Improvement Files Reports of accidents on City streets, used to assess cause of accidents and to make street design improvements in order to reduce accidents. May also include collision diagrams showing time, direction of approach, weather, type of accident, pavement, accident severity, time of year, type of vehicle and related documents.	Police Department	Permanent until superseded	11 O.S. § 22-131(B)
Surplus Property Resolution Property owned by the City that has been declared surplus	City Clerk's Office	5 years (If bond proceeds, life of bond plus 3 years)	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Tax Increment Financing Report (TIF)	Economic Development City Clerk's Office	Life of TIF plus 5 years	62 O.S. § 867(A)
Teletype Logs	Police Department	5 years	11 O.S. § 22-131
Time Cards/Time Sheets Records pertaining to employee leave time	All Departments	3 years	29 C.F.R. § 516
Titles and Other Ownership Information to Vehicles and Equipment Includes certificates of titles to City owned motor vehicles and equipment providing proof of ownership. May include make and model, serial number, and other identifying information	Airport Fire Department Utilities	Length of ownership plus 5 years (If bond proceeds, life of bond plus 3 years)	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
Tort Claims	City Clerk's Office City Attorney's Office	5 years after denial	11 O.S. § 22-131(A)(3)

Traffic and Signal Studies May include product literature and studies related to traffic, such as drawing of traffic controllers, drawings of intersections, traffic signals, and timing progressions. May also include turning count totals used for studies of traffic flow.	Public Works Engineering	Permanent until superseded	11 O.S. § 22-131(B)
Traffic Citations & Receipts Includes warnings	Police Department Municipal Court Finance	5 years	11 O.S. § 22-131(A)(3)
Training Files Official training records of all employees who receive training, whether on or off the job. May include test scores or certificate of training from academies or educational institutions. Certain records or notations may be included in the employee's personnel file. Including Emergency Management service records.	All Departments	2 years Sexual Harassment training for 5 years or until litigation is terminated Fire & Police: 3 years after termination of employment	11 O.S. § 22-131(B)
Training Manuals Includes internal rules and regulations of the municipality sometimes separated by departments. Often is published in manual format or booklets. May include step-by-step procedures used as training manual for functions. May also include policies for vacation pay, hiring, firing, employee safety, and other personnel matters.	All Departments	Until superseded	11 O.S. § 22-131(B)
Training Manuals (Police & Fire)	Police Department Fire Department	Permanent	11 O.S. § 22-131(B)
Training Records (Safety) Employee listing of safety training records, including date, location, course information, course trainer/provider, and list of employees in attendance	All Departments	Length of employment plus 5 years	11 O.S. § 22-131(B)

Travel Expense Reimbursement File Consists of employee expense report, expense receipts, check vouchers, authorizations to pay, and other supporting papers necessary to document expenses incurred for employee travel. Includes private automobile allowance and mileage reimbursements to City employees or officials.	Finance	5 years	11 O.S. § 22-131(A)(3)
Triple III Logs	Police Department	Permanent	11 O.S. § 22-131
Trust Fund Records	Finance	10 years	11 O.S. § 22-131(A)(4)
Twenty-Eight Day Forecast Records used to assist in scheduling and determining staffing levels pursuant to FLSA 207(k).	Police Department Fire Department	180 days	FLSA 29 C.F.R. § 553
Unemployment Compensation Files Files may contain correspondence sent to the municipality by the Employment Security Commission regarding claimant, copies of documents from claimant's official personnel file, certified mail receipts of documents sent to the State by the municipality. CONFIDENTIAL 40 O.S. §§ 4-508 & 4-511	Human Resources	3 years or until litigation is terminated	11 O.S. § 22-131(B)
Check-Out Log for Uniform Citations (Ticket Book) A log of citations containing citation numbers, date, name, and commission number and signature of person to whom checked out, and initial of clerk who checked it out.	Municipal Court	5 years	11 O.S. § 22-131(A)(3)
Uniform Crime Report (UCR) Monthly and yearly reports compiled for all reported crime in Stillwater. The report is forwarded to a OSBI for the inclusion on the State report to the FBI. Combination of computer generated reports and hand-tabulated reports.	Police Department Fire Department	Police: 5 years Fire: Permanent	11 O.S. § 22-131(B)

Union Negotiation File Records pertaining to the City's collective bargaining agreements including any labor negotiation records.	Human Resources	Permanent	11 O.S. § 22-131(B)
Utility Customer Account File Records show billing and payment history of all customers using City utilities. Information includes customer name and address, consumption, billing, and payment history.	Utilities	2 years	11 O.S. § 22-131(A)(2)
Utility Customer Service Deposit File Includes name, account number, amount of deposit for service connection, and refunds of deposits for service termination. May also include list of customers who have changed addresses, bills owed, cash stubs, and booking listings	Utilities	2 years after termination of account	11 O.S. § 22-131(A)(2)
Vandalism Reports Record of damage and loss sustained by City including but not limited to attributable to theft, arson, vandalism, employee negligence, defective equipment, damage to structures and buildings, money and security losses, vehicle accidents where vehicles not owned by the City are involved in collisions with City owned property.	Finance Risk Management	5 years after settlement	11 O.S. § 22-131(B)
Variance Requests	Development Services	Permanent	11 O.S. § 22-131(B)
Vendor Registration Form	Finance Procurement	1 year after the vendor number becomes inactive	11 O.S. § 22-131(B)
Video Recordings (Meetings) Recordings of meetings used to prepare minutes or document meetings.	All Departments	Discretionary	11 O.S. § 22-131(B)

Voicemails Messages left on employee's phone	All Departments	Deleted at the end of working day created or received unless required by law to be kept (i.e., financial records)	11 O.S. § 22-131(B)
W-2 Forms	Human Resources Finance	7 years	Federal Law
W-4 Forms Withholding allowance certificates for State and Federal income tax. Federal form filled out by the employee stating name, address, social security number, number of allowances claimed, and signature.	Human Resources	4 years	11 O.S. § 22-131(B)
Wage Determination Surveys Annual surveys conducted to research and support wage adjustment recommendations.	Human Resources	5 years	11 O.S. § 22-131(B)
Waste Shipment Documents Manifests and bills of lading for hazardous waste shipments. Includes drum inventory, certificates of disposal, and all other documents collected at Household Hazardous Waste facility.	Public Works	3 years	40 C.F.R. § 262.40
Wastewater Treatment Compliance Reports Treatment plant reports filed with State and Federal agencies monitoring the City's compliance with government regulations. Includes applications, permits, for solid waste and sewage lagoons, including lab reports, and amounts of water processed by the system.	Utilities	Permanent until superseded	11 O.S. § 22-131(B)
WatchGuard Body/Dash Cam Video Recording/Dispatch Audio/Jail Recordings PARTIALLY CONFIDENTIAL Law Enforcement 51 O.S. § 24A.8, 12 O.S. § 2510	Police Department	30 months	11 O.S. § 22-131(B)
Water Line Maps	Utilities Engineering	Permanent until superseded	11 O.S. § 22-131(B)

Water Sampling Results/High Risk Cases Storm Water Quality records of all monitoring information including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of the reports required by permit, and records of all data used to complete reports and applications.	Public Works	3 years	NPDES Permit OKS000101
Water Treatment Applications Water treatment reports filed with State and Federal agencies monitoring the City's compliance.	Utilities	Permanent until superseded	11 O.S. § 22-131(B)
Workers' Compensation Medical Records A record concerning the health status of an employee that is made or maintained by a physician, nurse, or other technician including medical and employment questionnaires or histories; the results of medical examinations and laboratory tests; medical opinions, diagnoses, progress notes, and recommendations; first-aid records; description of treatments and prescriptions; and employee medical complaints. Excludes health insurance claims in records. CONFIDENTIAL	Human Resources Finance	Duration of employment plus 30 years	29 C.F.R. § 1910.1020(d)(1)(I)
Workers' Compensation Claim Files (Certified Workplace Medical Plan) Files consist of accident, first report of injury, medical claims, bills, payment vouchers, doctor reports, hospital emergency room verifications, correspondence and other supporting documentation concerning injuries compensable under workers' compensation. PARTIALLY CONFIDENTIAL 51 O.S. § 24A.7	Human Resources	CWMP documents: 5 years permanent or until employee leaves or retires (minimum of 5 years)	11 O.S. § 22-131(B)

Work Orders	All Departments	5 years minimum or longer as determined by the Department Director	Current Practice
Zoning Applications	Development Services	5 years	11 O.S. § 22-131(B)

RESOLUTION CC-2023-29

**"A RESOLUTION ESTABLISHING THE FEE SCHEDULE
FOR OPEN RECORDS SEARCH, INSPECTION AND
REPRODUCTION FEES PURSUANT TO THE
OKLAHOMA OPEN RECORDS ACT, 51 O.S. 24A.1 ET
SEQ."**

WHEREAS, the City of Stillwater is a political subdivision of the State of Oklahoma and is subject to the provisions of the Oklahoma Open Records Act, 51 O.S. §24A.1, *et seq.*; and

WHEREAS, said Act requires the posting of a schedule of fees for search, inspection and reproduction of documents; and

WHEREAS, the City of Stillwater has reviewed the existing schedule of such fees and finds that amendment of certain rates and items thereon is necessary and appropriate.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STILLWATER THAT:

The fee schedule for open records search, inspection and reproduction fees for the City of Stillwater is hereby established in the amounts indicated in Attachment "A" and incorporated herein.

APPROVED AND ADOPTED THIS 21ST DAY OF AUGUST, 2023.

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 21ST DAY OF AUGUST, 2023.

KIMBERLY CARNLEY, CITY ATTORNEY

**FEE SCHEDULE FOR SEARCH, INSPECTION, REPRODUCTION
AND COPY FEES FOR PUBLIC RECORDS**

If an open records request is solely for commercial purpose or would clearly cause excessive disruption of the essential functions of the City, a charge in the amount equal to the direct cost to the City (which includes the hourly salary plus benefits of the employee and/or employees filling the request) will be added to the fees listed below. For all records requests that meet the criteria state above, there will be a one hour minimum charge with 15 minute increments thereafter.

RECORD COPYING or OTHER MECHANICAL REPRODUCTION (including computer prints)

Single Page (8.5" x 14" or smaller)	\$ 0.25 per page
Single Page (larger than 8.5" x 14")	\$ 0.50 per page
Certified Copy (any size)	\$ 1.00 per page
Paper larger than 11 x 17	Direct Cost of Reproduction
Microfilm, photographic paper, or other specialty paper	Direct Cost of Reproduction

AUDIO/VIDEO/COMPUTER RECORDS REPRODUCTION

Flash Drive	Direct Cost of Media
Quarter Section Base Map with Contours	\$ 1.89 each (includes medium)
External Hard Drive, Memory Card, other media not specifically listed	Direct Cost of Media

BLUEPRINTS, COMPUTER PLOTS and MAPS

Blue or Black Line Prints (18" x 24")	\$ 1.05 per page
Blue or Black Line Prints (24" x 36")	\$ 1.30 per page
Computer Plots (36" roll)	Direct Cost of Media
(1/2 hour minimum plus 15 minute increments thereafter) plus \$2.00 per linear foot of plot paper)	+ Labor (\$30/hour)
Non-Standard GIS Maps	Direct Cost of Media
(1/2 hour minimum plus 15 minute increments thereafter)	+ Labor (\$30/hour)

MISCELLANEOUS

Photograph Reproduction	\$ 0.25 per photo
Photographs on Flash Drive	Direct Cost of Media
Fingerprinting for Non-Law Enforcement Business	\$10.00

In accordance with City of Stillwater Resolution CC-2023-29, this fee schedule is hereby approved:

Brady Moore, Interim City Manager

Date

RESOLUTION NO. CC-2023-30

A RESOLUTION OF THE STILLWATER CITY COUNCIL FINDING THAT THE SERVICES TO BE PROVIDED BY BANC OF AMERICA PUBLIC CAPITAL CORP TO FINANCE THE JCI PERFORMANCE CONTRACT ARE NOT OTHERWISE REASONABLY AVAILABLE FROM A COMPANY THAT IS NOT A LISTED FINANCIAL COMPANY UNDER SECTION 3 OF THE ENERGY DISCRIMINATION ELIMINATION ACT OF 2022

WHEREAS, on April 6, 2023, Johnson Controls, Inc. (JCI) administered a Request for Proposals (RFP) for project financing on behalf of the City of Stillwater in connection with the City's intention to implement identified performance-based efficiency improvements across the City (the Project);

WHEREAS, said RFP contemplated a Tax-Exempt Lease Purchase Agreement in the amount of approximately \$13,520,000 to finance a Performance Contract to implement the project; and

WHEREAS, on April 14, 2023, Banc of America Public Capital Corp (BAPCC) submitted a proposal in response to said RFP; and

WHEREAS, on April 24, 2023, the City Council approved project financing with Banc of America Public Capital Corp (BAPCC); and

WHEREAS, on May 3, 2023, pursuant to the provisions of the Energy Discrimination Elimination Act of 2022 codified at 74 O.S. §§ 12001-12006 (EDEA), the Oklahoma State Treasurer placed "Bank of America, N.A." (corporate affiliate of BAPCC) on the Restricted Financial Company List;

WHEREAS, § 12005 of the EDEA prohibits political subdivisions from entering in to a contract for goods or services with a listed financial company unless it can meet an exception as set forth in Section 12005(B)(4); and

WHEREAS, §12005 (B)(4)(b) provides that the prohibition from entering into a contract for goods or services with a listed financial company shall not apply to "a contract for which a governmental body determines the supplies or services to be provided are not otherwise reasonably available from a company that is not a listed financial company;" and

WHEREAS, JCI has administered RFPs on behalf of the City of Stillwater for project financing on two separate occasions (RFP issued April 6, 2023 - 3 proposals submitted; RFP issued January 12, 2023 - 6 proposals submitted) and the City of Stillwater has carefully reviewed all proposals received for project financing and determined that the April 14, 2023 BAPPC Proposal received is the best proposal received, with the next best proposal received costing the City approximately an additional \$1,200,000 to implement the project; and

WHEREAS, by letter dated July 24, 2023, and attached hereto, the Oklahoma Attorney General has found that based on the above and foregoing that it is his position that the City of Stillwater meets the reasonably available exception provided for in the EDEA; and

WHEREAS, the City of Stillwater has determined that financing the project with BAPPC provides the best financing terms and is in the best interest of the city;

NOW THEREFORE, BE IT RESOLVED, the City of Stillwater hereby finds the following:

Pursuant to 74 O.S. § 12005 (B)(4)(b), the supplies or services to be provided by BAPCC, as submitted in its proposal dated April 14, 2023 to finance the Performance Contract, are not otherwise reasonably available from a company that is not a listed financial company.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed this 21st day of August, 2023.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 21st DAY OF AUGUST, 2023.

KIMBERLY CARNLEY, CITY ATTORNEY



GENTNER DRUMMOND
ATTORNEY GENERAL

July 24, 2023

Via U.S. Mail and Email

Mayor William Joyce
City of Stillwater
723 South Lewis Street
Stillwater, Oklahoma 74076-1449
mayor@stillwater.org

Dear Mayor Joyce:

I am in receipt of City Attorney Kimberly Carnley's email, wherein she advised of the City of Stillwater's ("Stillwater") concerns regarding the Energy Discrimination Elimination Act ("EDEA" or the "Act") and its potential effect on securing financing for Stillwater's upcoming improvement project.

As you are aware, the EDEA authorizes my office to "bring any action necessary to enforce [the Act]."¹ Under the EDEA, a municipality cannot enter into a contract unless (1) the contract contains written verification from the company that it does not boycott energy companies....and (2) the contract is entered into with a financial company that is not listed under Section 3 of the Act.² As of the date of this letter, Bank of America is a listed financial company under Section 3 of the Act. However, the Act specifies two exceptions, including the Reasonable Availability Exception (the "Exception").

The Exception allows for Stillwater to enter into the subject agreement with Bank of America if "a contract for which [Stillwater] determines the supplies or services to be provided are not otherwise reasonably available from a company that is not a listed financial company under Section 3 of this act." Based on Ms. Carnley's correspondence, I understand that the Stillwater City Council has approved a contract with Johnson Controls, Inc. to implement performance improvement measures across the city, and that Bank of America has agreed to finance the project for \$13.54 million. Further, Ms. Carnley advised that the next best available option for financing would cost Stillwater an additional \$1.2 million. This was after two rounds of Requests for Proposal were conducted, and Stillwater received multiple responses.

In order to qualify for the Exception, the City Council should determine whether Bank of America's financing offer is not otherwise reasonably available. Based upon the increase of at least \$1.2 million for the next best proposal, it is my position that the Exception has been met.

¹ 74 O.S. § 12004 (B)

² 74 O.S. § 12005 (B)(2) – (3)



GENTNER DRUMMOND
ATTORNEY GENERAL

Please feel free to reach out to our office if you have any additional questions or concerns.

Respectfully,

A handwritten signature in blue ink, appearing to read "Gentner Drummond".

GENTNER DRUMMOND
Oklahoma Attorney General

RESOLUTION NO. CC-2023-31

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF STILLWATER, OKLAHOMA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Stillwater, Oklahoma (the "*Lessee*"), duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Oklahoma, is authorized by the laws of the State of Oklahoma to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed \$13,520,000 constituting personal property necessary for the Lessee to perform essential governmental functions (the "*Equipment*"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the "*Agreement*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor, (the "*Lessor*"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Mayor of the Lessee is hereby authorized and directed to execute, and the City Clerk of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including

such Exhibits) to the respective parties thereto, and the City Clerk of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, an Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The Mayor and Vice Mayor of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 21st day of August 2023.

CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL
CORPORATION

as lessee

[SEAL]

By: _____

William H. Joyce

Mayor

ATTEST:

By: _____

Teresa Kadavy

City Clerk

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the above Resolution No. CC-2023-31 (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on August 21, 2023. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this 21st day of August, 2023.

Teresa Kadavy

City Clerk

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the "*Agreement*") dated as of _____, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, "*Lessor*"), and _____, a [city] [county] [school district] [special district] [body corporate and politic] existing under the laws of the State of _____ ("*Lessee*").

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Equipment Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and,

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Equipment Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Equipment Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"*Acquisition Amount*" means, with respect to each Lease, the amount specified in the related Equipment Schedule and represented by Lessee to be sufficient, together with other funds of Lessee (if any) that are legally available for the purpose of acquiring and installing the Equipment listed in such Lease.

"*Acquisition Period*" means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Equipment Schedule during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

"*Agreement*" means this Master Equipment Lease/Purchase Agreement, including the

exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which sufficient moneys to acquire and install the Equipment listed in such Lease are deposited for that purpose in an Escrow Account.

"Contract Rate" means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

"Disbursement Request" means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

"Equipment" means, with respect to each Lease, the property listed in the related Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means, with respect to each Lease, the total cost of the Equipment listed in the related Equipment Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment as provided in the related Lease.

"Equipment Schedule" means each separately numbered Equipment Schedule, substantially in the form of *Exhibit A* hereto, together with the related Payment Schedule and any Riders attached to such Equipment Schedule.

"Escrow Account" means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement.

"Escrow Agent" means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

"Escrow Agreement" means, with respect to each Lease for which an Escrow Account is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

"Event of Default" means an Event of Default described in Section 12.01.

"Event of Non-appropriation" means, with respect to a Lease, the failure of Lessee's governing body to appropriate or otherwise make available funds to pay Rental Payments under each Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

"Lease" means an Equipment Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Equipment Schedule.

"Lease Proceeds" means, with respect to each Lease for which an Escrow Account is established, the total amount of money to be paid by Lessor to the Escrow Agent for deposit and application in accordance with such Lease and the related Escrow Agreement.

"Lease Term" means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Equipment Schedule.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

"Material Adverse Change" means any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease.

"Original Term" means, with respect to each Lease, the period from the Commencement Date identified in the related Equipment Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Outstanding Balance" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Outstanding Balance" on the Payment Schedule.

"Payment Schedule" means, with respect to each Lease, the Payment Schedule attached to and made a part of the related Equipment Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

"Prepayment Price" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Prepayment Price" on the Payment Schedule.

"Principal Portion" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Principal Portion" on the Payment Schedule.

"Related Documents" means, with respect to each Lease, the Lease, this Agreement and the related Escrow Agreement, each as may be amended and supplemented.

"Renewal Terms" means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Equipment Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"Rental Payment Date" means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

"Rental Payments" means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"SEC" means the U.S. Securities and Exchange Commission.

"State" means the State of _____.

"Taxable Rate" means, with respect to each Lease, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

"Vendor" means the manufacturer, installer or supplier of the Equipment listed in an Equipment Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

"Vendor Agreement" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is [the State] [a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the

State], with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a [city] [county] [school district] [special district] [body corporate and politic] of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Equipment Schedule and expects to make immediate use of the Equipment listed on each Equipment Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state

or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment under each Lease is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and any Escrow Agent in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Equipment Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Equipment Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments due thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term for each Lease is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal

Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) A fully completed Equipment Schedule, executed by Lessee;

(ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Escrow Agent;

(iii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, authorizing the execution and delivery of this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;

(iv) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;

(v) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D* and otherwise satisfactory to Lessor;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(viii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(ix) Reserved;

(x) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;

(xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being

entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xii) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xiii) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor;

(xiv) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04 hereof for the Lease then being entered into, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date for such Lease, provided however, that no "Disbursement Request" pursuant to the related Escrow Agreement shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor for such Lease; and

(xv) Such other items as are set forth in the related Equipment Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or being threatened, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in an Equipment Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi) hereof), upon receipt of the documents described in Sections 5.01(a) and (b) hereof; or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Lease Proceeds for Equipment described in the applicable Equipment Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment

and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between an Equipment Schedule and this Agreement, the terms of the Equipment Schedule shall control in the interpretation of the Lease created thereby.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

Section 4.05. Tax Covenants.

Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner

or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, "*Event of Taxability*" means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for Federal income tax purposes in an owner's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. If Lease Proceeds are deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on

the earlier of (a) the expiration of the applicable Acquisition Period, (b) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (c) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery, Installation and Acceptance of Equipment.

(a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as *Exhibit E*.

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor an Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04. (ii) (i) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare an Equipment Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall

interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall (a) maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer; (b) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under each Lease; and (c) replace or rebuild any component of the Equipment under any Lease that becomes permanently unfit for normal use or inoperable during the Lease Term of such Lease (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of such Lease. Lessee shall promptly notify Lessor in writing when any component of the Equipment under any Lease is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under such Lease with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under such Lease and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, and so long as Lessee is either not in default under Article XII hereof or an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01 hereof, Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "*Collateral*"). Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property, No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in

their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall during the Lease Term under each Lease maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price of the Equipment under such Lease or (ii) the replacement cost of such Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage), and in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment under each Lease, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement for each such Lease. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment under the applicable Lease and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond for each Lease, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. For each Lease, any proceeds from a related Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under such Lease, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment under any Lease or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment under any Lease, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. For each such Lease, Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or

otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under the affected Lease.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b) hereof.

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations under the related Lease with respect to the damaged Equipment in accordance with Section 10.01(b) hereof.

For purposes of this Article VIII, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price under the related Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Prepayment Price for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02 Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in such Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Prepayment Price for such Lease *plus* (iii) all other amounts then owing thereunder OR, (2) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of Bi) the applicable Prepayment Price shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date for such Lease, the earliest Prepayment Price shown on the related Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, upon payment in full of all Rental Payments then due and all other amounts then owing under such Lease to Lessor.

(c) Lessor's security interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment after either (i) payment of the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a)(i) or Section (a)(ii) of this Agreement or (ii) upon the expiration of the Lease Term of a Lease and payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(b) of this Agreement.

ARTICLE XI

Section 11.01. Assignment by Lessor.

(a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, its security interest in the Equipment subject to the related Lease and in any related Escrow Account, and all proceeds therefrom (collectively, with respect to each Lease and related Escrow Agreement, the "*Related Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "*Lease Servicer*") to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and

accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment, and all of Lessor's security interest in and to the related Escrow Account, or all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease substantially in the form of *Exhibit H* attached hereto within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days of the date when due as specified therein, (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein), or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof for any such Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided that*, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or

provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any Event of Default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a "*Defaulted Lease*"):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may enter the premises where the Equipment listed in any one or more of each such Defaulted Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to each such Defaulted Lease and other amounts related to each such Defaulted Lease that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under each such Defaulted Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of

any other liabilities under each such Defaulted Lease or any other Lease that Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed thereto;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under any one or more of such Defaulted Leases or each such Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to any one or more of such Defaulted Leases or with respect to the related Escrow Account for one or more of such Defaulted Leases.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses

immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.)

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided*, that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated

by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

Section 13.09. Entire Agreement. The parties agree that this Agreement and each Lease hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp

LESSEE:

11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

Attention: _____
Fax No.: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: _____
Name: _____
Title: _____

List of Exhibits

Exhibit A	Form of Equipment Schedule
Exhibit B	Form of Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement & Lease)
Exhibit C-1B	Form of Authorizing Resolution (Lease Only)
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement & Lease)
Exhibit C-2B	Form of Incumbency and Authorization Certificate (Lease Only)
Exhibit D	Form of Opinion of Lessee's Counsel
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Form of Self-Insurance Certificate
Exhibit G	Reserved
Exhibit H	Form of Notice and Acknowledgement of Assignment
Exhibit I	Form of Escrow and Account Control Agreement

EXHIBIT A

FORM OF EQUIPMENT SCHEDULE NO. ____

Re: Master Equipment Lease/Purchase Agreement, dated as of _____,
between Banc of America Public Capital Corp, a Kansas corporation, as
Lessor, and _____, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

(b) Equipment Description (Scope of Work): For purposes of the Lease created hereby, the description of the Equipment and the scope of work is set forth below:

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, and (ii) the date on which sufficient moneys to acquire and install the Equipment listed in this Equipment Schedule are deposited for that purpose with an Escrow Agent pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Lease Proceeds.* The Lease Proceeds that Lessor shall pay to the Escrow Agent in connection with this Equipment Schedule is \$_____, which \$_____ is for deposit into the Escrow Account. It is expected that by _____ months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before _____ months from the date of this Equipment Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Equipment Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$_____.]

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the ____ month following the date hereof.]

[7][8]. *Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

Dated: _____

LESSOR:
Banc of America Public Capital Corp

LESSEE:

[_____]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Counterpart No. ____ of ____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

FORM OF PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Prepayment Price (including prepayment premium, if applicable)

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is _____% per annum. The Taxable Rate for this Equipment Schedule is _____% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is _____.

LESSOR:
Banc of America Public Capital Corp

LESSEE:
[_____]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C-1A

FORM OF AUTHORIZING RESOLUTION (AGREEMENT & LEASE)

A RESOLUTION OF THE GOVERNING BODY OF [____],
AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER
EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE
EQUIPMENT SCHEDULES THERETO WITH RESPECT TO THE
ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR
THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN;
AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS
REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE
TAKING OF ALL OTHER ACTIONS NECESSARY TO THE
CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS
RESOLUTION.

WHEREAS, [____] (the "*Lessee*"), a [city] [county] [school district] [special district]
[body corporate and politic] duly organized and existing as a political subdivision, municipal
corporation or similar public entity of the State/Commonwealth of _____, is authorized by
the laws of the State/Commonwealth of _____ to acquire, finance and lease personal
property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect
thereto; and

WHEREAS, the Lessee has determined that a need exists for the acquisition, financing and
leasing of certain equipment consisting of _____, which constitutes personal property
necessary for the Lessee to perform essential governmental functions (the "*Equipment*"), on the
terms provided herein; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that
certain Master Equipment Lease/Purchase Agreement (the "*Agreement*") with Banc of America
Public Capital Corp (or one of its affiliates), as lessor, (the "*Lessor*"), the form of which has
been presented to the governing body of the Lessee at this meeting, and separate Equipment
Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for
the efficient and effective administration thereof to enter into the Agreement and separate
Equipment Schedules thereunder and the other documentation relating to the acquisition,
financing and leasing of the Equipment to be therein described on the terms and conditions
therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the
Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto), in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the _____ [insert title of officials] of the Lessee or other members of the governing body of the Lessee (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed to execute, and the _____ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Equipment Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$ _____; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [_____] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [____] percent (____%) per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or

against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

[_____] ,

as lessee

[SEAL]

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

The undersigned, a duly elected or appointed and acting _____
[Secretary] [City Clerk] [County Clerk] of the Lessee identified in the above Resolution No. ____
(the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such
Resolution as adopted by the governing body of the Lessee on _____, 20___. The
Resolution is in full force and effect on the date hereof and has not been amended, modified or
otherwise changed by the governing body of the Lessee since the date of adoption of the
Resolution.

DATED this ____ day of _____, 20__.

Name: _____

Title: _____

EXHIBIT C-1B

FORM OF AUTHORIZING RESOLUTION (LEASE ONLY)

A RESOLUTION OF THE GOVERNING BODY OF [____],
AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT
SCHEDULE TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT
WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF
CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS
PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF
DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND
AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO
THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY
THIS RESOLUTION.

WHEREAS, [____] (the "*Lessee*"), a [city] [county] [school district] [special district]
[body corporate and politic] duly organized and existing as a political subdivision, municipal
corporation or similar public entity of the State/Commonwealth of _____, is authorized by
the laws of the State/Commonwealth of _____ to acquire, finance and lease personal
property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect
thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost
not to exceed \$ _____ constituting personal property necessary for the Lessee to perform
essential governmental functions (the "*Equipment*"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that
certain Equipment Schedule (the "*Equipment Schedule*") with Banc of America Public Capital
Corp (or one of its affiliates), as lessor, (the "*Lessor*"), the form of which has been presented to
the governing body of the Lessee at this meeting which Equipment Schedule incorporates by
reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement
dated as of _____ by and between Lessor and Lessee (the "*Agreement*"); and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for
the efficient and effective administration thereof to enter into the Equipment Schedule and the
other documentation relating to the acquisition, financing and leasing of the Equipment to be
therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee
as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the
terms of the Equipment Schedule and the form of Payment Schedule in the form presented to the
governing body of Lessee at this meeting, are in the best interests of the Lessee for the
acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Equipment Schedule and Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the _____ [insert title of officials] of the Lessee or other members of the governing body of the Lessee (the "*Authorized Officials*") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Equipment Schedule under which a separate Lease (as defined in the Agreement) is created, the Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

[_____] ,

as lessee

[SEAL]

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

The undersigned, a duly elected or appointed and acting _____
[Secretary] [City Clerk] [County Clerk] of the Lessee identified in the above Resolution No. ____
(the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such
Resolution as adopted by the governing body of the Lessee on _____, 20___. The
Resolution is in full force and effect on the date hereof and has not been amended, modified or
otherwise changed by the governing body of the Lessee since the date of adoption of the
Resolution.

DATED this _____ day of _____, 20__.

Name: _____

Title: _____

EXHIBIT C-2A

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT & LEASE)

The undersigned, a duly elected or appointed and acting _____
[Secretary] [City Clerk] [County Clerk] of _____ ("*Lessee*")
certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of _____ (the "*Agreement*") and separate Equipment Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Equipment Schedules*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of _____ by and among Lessor, Lessee and _____, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT C-2B

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE ONLY)

The undersigned, a duly elected or appointed and acting _____
[Secretary] [City Clerk] [County Clerk] of _____ ("Lessee")
certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Schedule No. ____ dated as of ____ (the "*Equipment Schedule*"), which incorporates by reference the terms and provisions of the Master Equipment Lease/Purchase Agreement dated as of ____ (the "*Agreement*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of ____ by and among Lessor, Lessee and _____, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

[Closing Date]

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Schedule No. ____ to Master Equipment Lease/Purchase Agreement,
dated as of _____, by and between Banc of America Public
Capital Corp, as Lessor, and _____, as Lessee

Ladies and Gentlemen:

As legal counsel to _____ ("*Lessee*"), I have examined (a) an executed counterpart of that certain Equipment Lease/Purchase Agreement, dated as of _____, and Exhibits thereto by and between Banc of America Public Capital Corp ("*Lessor*") and Lessee (the "*Agreement*"), (b) an executed counterpart of Equipment Schedule No. _____, dated _____, by and between Lessor and Lessee, which (i) incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. _____ together with such incorporated terms and provisions are herein referred to collectively as the "*Equipment Schedule*"), has attached the Payment Schedule with respect thereto (the "*Payment Schedule*") executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the "*Equipment*"), (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of _____ by and among Lessor, Lessee, and _____ as Escrow Agent (the "*Escrow Agreement*"), (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a [city] [county] [school district] [special district] [body corporate and politic], duly organized and existing under the laws of the State, and is a political subdivision of

the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Lease will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

6. The portion of Rental Payments designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of _____ personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the Federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease, are entitled to rely on this opinion.

Sincerely,

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Schedule No. ____ to Master Equipment Lease/Purchase Agreement, dated as of _____, by and between Banc of America Public Capital Corp, as Lessor, and _____, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment listed in the above-referenced Equipment Schedule (the "*Equipment Schedule*") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Equipment Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

By: _____

Name: _____

Title: _____

(Seal)

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Schedule No. ____ to Master Equipment Lease/Purchase Agreement, dated as of _____, by and between Banc of America Public Capital Corp, as Lessor, and _____, as Lessee

In connection with the above-referenced Equipment Schedule No. ____ (the "*Equipment Schedule*"), _____ (the "*Lessee*") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*") incorporated into the Equipment Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Equipment Schedule (herein, the "*Equipment*"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$ _____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$ _____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$ _____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$ _____.]

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$ _____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$ _____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from such sources are limited as follows: _____

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

By: _____

Name: _____

Title: _____

EXHIBIT G

RESERVED

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED _____

BANC OF AMERICA PUBLIC CAPITAL CORP ("*Assignor*") hereby gives notice that it has assigned and sold to _____ ("*Assignee*") all of Assignor's right, title and interest in, to and under the Equipment Schedule No. _____, dated _____ (including the Payment Schedule attached thereto, the "*Equipment Schedule*"), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of _____ (the "*Agreement*"), each by and between Assignor and _____ ("*Lessee*"), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Equipment Schedule, and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of _____ (the "*Escrow Agreement*") by and among Lessee, Assignor and _____, as Escrow Agent, together with the Escrow Account related thereto (collectively, the "*Assigned Property*").

For purposes of this Notice and Acknowledgment of Assignment (the "*Acknowledgment*"), "*Lease*" means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "*Lease*" specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the

other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments	_____
Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: _____

By: _____

Name: _____

Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Name: _____

Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

ESCROW AND ACCOUNT CONTROL AGREEMENT

This Escrow and Account Control Agreement (this "Agreement"), dated as of _____, 20__, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, hereinafter referred to as "Lessor"), _____, a [city] [county] [special district] [body corporate and politic] existing under the laws of the State of _____ (hereinafter referred to as "Lessee") and BOKF, NA, a national banking association organized under the laws of the United States of America (the "Escrow Agent").

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of _____, 20__ between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount (\$_____) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "_____" Escrow Account 20__" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. In the absence of written instructions designating a short-term investment for cash, cash in the Escrow Account shall be invested in the Federated Treasury Obligations Fund, CUSIP 60934N120. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly

arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and, to the extent permitted by law, Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of _____.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the negligence or willful misconduct of the Escrow Agent.

(f) Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed or electronic notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation ("the Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation

with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account

on or after the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of _____ ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may affect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 9 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Reserved

9. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing

signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-03-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee:

Attn: _____
Fax: _____

If to Escrow Agent: BOKF, NA
1600 Broadway
c/o Corporate Trust and Escrow Department
Attention: Keith R. Papantonio
Denver, Colorado 80202
Telephone: (303) 864-7236
Fax: (303) 864-7219
Email: kpapantonio@bokf.com

10. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law.

With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of _____ and the parties hereto consent to jurisdiction in the State of _____ and venue in any state or Federal court located in the _____.

12. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

13. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

14. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

15. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and

equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

as Lessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

BOKF, NA
As Escrow Agent

By: _____

Name:

Title:

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of _____, 20__ by and between Banc of America Public Capital Corp, as Lessor and _____, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of _____, 20__ (the "Escrow and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), _____ ("Lessee") and BOKF, NA (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Disbursement Amounts:

<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">

<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required..>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
---	---	-------------------	--

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting Board Secretary of _____ ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of _____, 20__ by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of _____, 20__ among Lessor, Lessee and BOKF, NA, as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the "*Agreements*"), and the Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official

Title

Signature

_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

**Escrow and Account Control Agreement dated as of _____, 20__ by and among
Banc of America Public Capital Corp, as Lessor, _____, as Lessee and BOKF,
NA, as Escrow Agent**

Certificate of Authorized Representatives – [Lessor]

Name: Terri Preston

Name: Nancy Nusenko

Title: Authorized Agent

Title: Authorized Agent

Phone: 443-541-3642

Phone: 443-541-3646

Facsimile: 443-541-3057

Facsimile: 443-541-3057

E-mail: Terri.Preston@baml.com

E-mail: Nancy.a.nusenko@baml.com

Signature: _____

Signature: _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
☐ Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
☐ Verify transactions initiated by others

Name: Nancy K. Hepner

Name: Arlene Sobieck

Title: Authorized Agent

Title: Authorized Agent

Phone: 443-541-3645

Phone: 443-541-3643

Facsimile: 804-553-2407

Facsimile: 443-541-3057

E-mail: Nancy.k.hepner@baml.com

E-mail: Arlene.sobieck@baml.com

Signature: _____

Signature: _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
☐ Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
☐ Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: _____

Name:

Title:

Date: _____

ORDINANCE NO. 3525

AN ORDINANCE REZONING APPROXIMATELY 53 ACRES OF PROPERTY LOCATED EAST OF 12TH AND BLAKELY AND NORTH OF STILLWATER CREEK, INCLUDING PROPERTY MORE COMMONLY DESCRIBED AS 1200 S. ADAMS STREET AND 1201 S. ADAMS STREET, FROM OFFICE (O) AND AGRICULTURE (A) TO PUBLIC (P).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

Parcels located East of 12th and Blakely and North of Stillwater Creek, including property more commonly described as 1200 & 1201 South Adams Street:

THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT 3 TRACTS:

TRACT 1: A TRACT DESCRIBED AS A PORTION OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, AND LYING SOUTH OF THE CENTER LINE OF STILLWATER CREEK, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER (SE/COR) OF SAID SECTION TWENTY-TWO, THENCE NORTH ALONG THE EAST LINE OF SAID SECTION TWENTY-TWO (22) A DISTANCE OF 350.00 FEET, MORE OR LESS, TO THE CENTER LINE OF STILLWATER CREEK; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF STILLWATER CREEK TO THE WEST LINE OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1176.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER (SW/COR) OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22); THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION TWENTY-TWO (22), A DISTANCE OF 1326 FEET.

TRACT 2: A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER (NE/COR) OF SAID SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH 89°57'40" WEST (ASSUMED BEARING) ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22), A DISTANCE OF 527.98 FEET; THENCE SOUTH 0°53'30" EAST A DISTANCE OF 46.31 FEET; THENCE LEFT ALONG A CURVE OF 240 FEET RADIUS A DISTANCE OF 373.73 FEET; THENCE NORTH 89°53'10" EAST A DISTANCE OF 86.50 FEET; THENCE RIGHT ALONG A CURVE OF 160 FEET RADIUS A DISTANCE OF 251.65 FEET; THENCE DUE EAST A DISTANCE OF 40.00 FEET TO THE EAST LINE OF SAID SECTION TWENTY-TWO (22); THENCE DUE NORTH ALONG SAID EAST LINE A DISTANCE OF 442.76 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE EAST 33.00 FEET THEREOF, AN EXISTING RIGHT OF WAY CONTAINING 3.07 ACRES, MORE OR LESS.

TRACT 3: A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22), 527.98 FEET WEST OF THE NORTHEAST CORNER (NE/COR) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH 40 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22) A DISTANCE OF 402.02 FEET; THENCE SOUTH 10 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22) A DISTANCE OF 390 FEET, MORE OR LESS TO THE WEST LINE OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID

SECTION TWENTY-TWO (22); THENCE EAST 792.02 FEET MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.82 ACRES, MORE OR LESS.

be and the same is hereby rezoned from Office (O) & Agriculture (A) to Public (P).

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2023.

(SEAL)
ATTEST:

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2023.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 08/07/2023
Second Reading: 08/21/2023

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 21, 2023

Agenda Item:

Background / Issue:

CC-23-132

Board of Adjustment

- The Board of Adjustment consists of five members. The BOA is empowered by city code to conduct hearings and render decisions on matters of appeals, variances, and special exceptions to the zoning ordinance. The board is considered to be quasi-judicial in that its decisions can only be overturned by district court. Term length is three years.
- There are currently two open positions on the BOA, both of which expire in February 2024.

Current Members	Term Expiration	Term
Vacant	2/2024	
Vacant	2/2024	
Brian Wiles	2/2025	1 st
John Houck	2/2025 (completing unexpired term)	1 st
Jim Rice	2/2026	2 nd

Proposal/Solution:

- Applications have been received from:
 - ✓ Gerald E. Hammond
 - ✓ Joleyn Nickens

Related Strategic Priority:

#6 Civic Engagement: To encourage participation and an understanding of government through outreach and inclusiveness.

Recommended Action/Motion:

Recommend to Mayor Joyce the appointment of the applicants as listed in this report to serve on the Board of Adjustment.

Prepared By:

Patti Osmus, Assistant to the City Manager

Submitted By:

Brady Moore, Interim City Manager

Attachments:

Applications

Rec'd 06.20.23

stillwater.org/page/home/government/advisory-boards-committees/online-application-for-citizen-boards-committees

Online Application for Service on City of Stillwater Citizen Boards & Committees

View: [Comprehensive List of Advisory Boards & Committees](#).

Your completed online application will be sent via email. To confirm receipt of your application or to ask a question, contact the assistant to the city manager at 405.742.8209 or Patti.Osmus@stillwater.org.

Appointments to citizen boards & committees are governed by [Article III, Sec. 2-114 Code of Ordinances](#). Applications are kept on file for three years.

Name:

Gerald E Hammond

Address:

1024 Greystone St

Phone:

19187044567

E-mail:

geh4osu@gmail.com

Date:

6/17/23

Name of board/committee:

Board of Adjustment

Why are you interested in serving on this board/committee?:

I am Seeking to better serve my community. Also, to become acquainted with my fellow citizens and familiarized with some of the more pressing issues facing Stillwater as we continue to expand and grow.

Qualifications for serving on this board/committee?:

I have a BA and MS from Oklahoma State and Southern Nazarene. I have read extensively on a number of cases and understand the importance of maintaining proper zoning in a growing urban areas such as Stillwater.

Rec'd 07.07.23

stillwater.org/page/home/government/advisory-boards-committees/online-application-for-citizen-boards-committees

Online Application for Service on City of Stillwater Citizen Boards & Committees

View: [Comprehensive List of Advisory Boards & Committees](#).

Your completed online application will be sent via email. To confirm receipt of your application or to ask a question, contact the assistant to the city manager at 405.742.8209 or Patti.Osmus@stillwater.org.

Appointments to citizen boards & committees are governed by [Article III, Sec. 2-114 Code of Ordinances](#). Applications are kept on file for three years.

Name:

Joleyn Marguerite NICKENS

Address:

2615 N. Park Dr

Phone:

5805593578

E-mail:

jlfairies@gmail.com

Date:

7/6/2023

Name of board/committee:

Board of adjustments. Board of drainage appeals

Why are you interested in serving on this board/committe?:

I am wanting to help better the community. We have lived here for a year and we love Stillwater. I just want to help.

Qualifications for serving on this board/committee?:

I am a citizen of Stillwater. I have been a girl scout leader for more than 12 years, where I have helped girls become more aware of their communities and themselves. I am eager to learn about different aspects of how the city is run and things I can do to help it run smooth.

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 21, 2023

Agenda Item:	CC-23-133																		
Background / Issue:	Board of Drainage Appeals The Board of Drainage Appeals consists of five members who have knowledge of hydrology, engineering, storm water management or related fields and who have no economic interest in the development or construction industries. The board is empowered by city code to conduct hearings and render decisions on matters of appeals, variances, and special exceptions to an order as described in the Storm Water Management and Earth Change Requirements ordinance. Term length is three years. <table><tr><td>Current Members</td><td>Term Expiration</td><td>Term</td></tr><tr><td>Matthew Mitchell</td><td>6/2025</td><td>3rd</td></tr><tr><td>Daniel Storm</td><td>6/2025</td><td>3rd</td></tr><tr><td>Dr. Dale Daniel</td><td>6/2026</td><td>3rd</td></tr><tr><td>Vacant</td><td>6/2024</td><td></td></tr><tr><td>Vacant</td><td>6/2024</td><td></td></tr></table> There are currently two vacancies on this board, both of which are for unexpired terms that end in June 2024.	Current Members	Term Expiration	Term	Matthew Mitchell	6/2025	3 rd	Daniel Storm	6/2025	3 rd	Dr. Dale Daniel	6/2026	3 rd	Vacant	6/2024		Vacant	6/2024	
Current Members	Term Expiration	Term																	
Matthew Mitchell	6/2025	3 rd																	
Daniel Storm	6/2025	3 rd																	
Dr. Dale Daniel	6/2026	3 rd																	
Vacant	6/2024																		
Vacant	6/2024																		
Proposal/Solution:	One application is on file from Haining Schoeneman.																		
Related Strategic Priority:	#6 Civic Engagement: To encourage participation and an understanding of government through outreach and inclusiveness.																		
Recommended Action/Motion:	Recommend to Mayor Joyce the appointment of Haining Schoeneman to complete one of the unexpired terms on the Board of Drainage Appeals.																		
Prepared By:	Patti Osmus, Assistant to the City Manager																		
Submitted By:	Brady Moore, Interim City Manager																		
Attachments:	Application																		