



61st City Council

Mayor Chuck Burtcher

Ward I – Trey Ayers, John Wood Ward II – Mary Coffin, Patty Hazlewood

Ward III – Sheri Mueller, Gaylord Z. Thomas

GUTHRIE PUBLIC WORKS AUTHORITY

City Hall – 101 North 2ND Street, Guthrie, Oklahoma

Council Chambers

March 5, 2013 at 7:00pm

AGENDA

- 1. Call to Order
2. Community Announcements and Recognitions
3. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held February 19, 2013 2
B. Consider approval of Claims 4
4. Adjourn.

CITY COUNCIL MEETING

- 1. Call to Order
2. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any councilmember or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the City Council Workshop Meeting held on February 19, 2013.....15
B. Consider approval of minutes of the Regular City Council Meeting held on February 19, 2013.....17
C. Consider approval of Claims (see page 4) 21
D. Consider approval of declaring obsolete software and hardware as surplus property and allowing the Purchasing Agent to dispose of said property in a way that is most beneficial to the City of Guthrie 22
E. Consider approval of radio tower lease agreement with Oklahoma State University’s public radio station KOSU..... 25
3. Consider approval of submitting nomination(s) to serve on the Board of Trustees of the Oklahoma Municipal Assurance Group to fill the two positions expiring June 30, 2013..... 38
4. Consider approval of amending Section 8, Assignment and Subletting, of the Territorial Squares Square Dance Club Lease Agreement for use of the building commonly known as the Girl Scout Cabin..... 42
5. City Managers Report.
6. Requests/Comments from Members of the City Council.
7. Adjourn.

Agenda posted on the bulletin board in the lobby of City Hall before 5:00pm on Friday March 1, 2013. The City of Guthrie encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The city may waive the 48 hours rule if signing is not the necessary accommodation.

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

February 19, 2013

The regular meeting of the Guthrie Public Works Authority was posted on Friday, February 15, 2013 before 5:00 p.m. and held February 19, 2013 in the Guthrie City Hall Council Chambers.

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

Pledge of Allegiance was led by Chairman Chuck Burtcher.

Chairman Chuck Burtcher called the meeting to order at 7:03 p.m.

Members Present:	Chuck Burtcher	Trey Ayers	Mary Coffin
	John Wood	Sheri Mueller	Patty Hazlewood

Members Absent: Gaylord A. Thomas

Staff Present:	Sereniah Breland	Randel Shadid	Wanda Calvert
	Aaron Ryburn	Maxine Pruitt	Jim Ahlgren
	Damon Devereaux		

Chairman Burtcher declared a quorum with six (6) Trustees in attendance.

Community Announcements and Recognitions. Trustee Hazlewood informed and congratulated Lily Lacina on her first place Conservation Poster.

Consent Agenda. Consent Agenda C, Awarding Bid No. 2012-09, Agricultural Lease Agreement, was removed for further discussion. Motion by Trustee Ayers, seconded by Trustee Coffin, moved approval of the Consent Agenda as follows:

A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on February 5, 2013.

B. Consider approval of claims:

GPWA Fund:	Claims	\$45,435.61
Utility Deposits Fund:	Claims	<u>\$ 301.57</u>
	Total Claims:	\$45,737.18

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

Aye: Burtcher, Ayers, Wood, Hazlewood, Mueller, Coffin

Nay: None

Chairman Burtcher declared the motion carried unanimously.

Consent Agenda C. Consider approval of awarding Bid No. 2012-09, Agricultural Lease Agreement, to the highest and most responsible bidder and authorizing the Purchasing Agent to execute a contract with the same. On November 20, 2012 the Trustees of the Guthrie Public Works Authority (GPWA) authorized the Purchasing Agent to solicit bids for a five-year Agricultural Lease Agreement administered annually through a Renewal Agreement. The property to be leased is approximately 60 acres located next to the Guthrie Landfill. A bid notice was published in the Guthrie News Leader on December 1 and 8, 2012, eight (8) bid packets were mailed to interested parties and posted to the City's website. The bids were opened on Thursday, December 27, 2012 at 10:00 a.m. Two (2) bid proposals were received: (1) Hugh Plagg, Guthrie, OK: \$2,276.22 per year or \$11,381.10 over five years and (2) Jack Vaughn, Guthrie, OK: \$2,029.00 per year or \$10,145.00 over five years. Mr. Plagg is the apparent high bidder at \$2,276.22 per year or \$11,381.10 over five years. GPWA has held a multiyear lease agreement with Mr. Plagg since 1989. Originally, the property consisted of seventy (70) acres and was leased to Mr. Plagg on a 3 year lease term, renewed annually. In 1991, the property was reduced to sixty (60) acres and was reflected in the annual lease amount. The lease agreement was re-written in 1999 extending the term to five (5) years. Mr. Plagg continued to renew each year from 1999 through September 30, 2012. In that time, he paid GPWA \$15,480 – two payments included an additional \$40. However, through this bidding process we discovered that Mr. Plagg owes GPWA \$2,720, the remaining balance of two years that were never paid. Mr. Plagg is aware of the delinquent amount and was asked to review his records for accuracy and to present any findings at the City Council Workshop scheduled February 19, 2013. Mr. Plagg has also fallen short of providing the Finance Department with the necessary liability insurance as required by the lease agreement. There has been a request to change the term of the Agricultural Lease to a "Crop Year" of July 1 through June 30. Motion by Trustee Ayers, seconded by Trustee Wood, moved approval to reject all bids. Trustees entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Wood, Hazlewood, Mueller, Coffin

Nay: None

Chairman Burtcher declared the motion carried unanimously.

Adjourn. There being no further business for the Guthrie Public Works Authority Trustees, Chairman Burtcher declared the meeting adjourned at 7:08 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

March 5, 2013

I hereby certify the purchase orders listed have been issued and encumbered against the available balance of the authorized appropriated accounts and that the department head and/or officer in charge of those accounts has certified that the procurements were necessary to the proper conduct of activities; that the merchandise and/or services have been satisfactorily received or utilized; and that the purchase orders are now a true and just debt of the Guthrie Public Works Authority. These purchase orders are therefore presented to you to be presented to the governing body for consideration as claims for payment.

Kim Biggs
Purchasing Agent

Monthly Claims Approved as per Ordinance No. 2973 by City Manager

Sereniah Breland
City Manager

A/P Claims List

from 2/22/2013 to 2/22/2013

Invoice #	Vendor		Description	Account	Cost
JANUARY 2013	BANK OF AMERICA	22774	Reimbursement Ebay	01-00-00-5419	\$76.00
			Total		\$76.00
			Total		\$76.00
JANUARY 2013	BANK OF AMERICA	22774	Central Office Supplies	01-01-00-6100	\$342.84
JANUARY 2013	BANK OF AMERICA	22774	Janitor/Chemicals Supplies	01-01-00-6103	\$656.81
JANUARY 2013	BANK OF AMERICA	22774	Safety Supplies	01-01-00-6110	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	01-01-00-6112	\$1,067.91
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	01-01-00-6114	\$186.50
JANUARY 2013	BANK OF AMERICA	22774	Telephone	01-01-00-6301	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Printing	01-01-00-6308	\$65.00
JANUARY 2013	BANK OF AMERICA	22774	Computer Operations	01-01-00-6311	\$174.98
JANUARY 2013	BANK OF AMERICA	22774	Council Travel/Training	01-01-00-6314	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Communications	01-01-00-6318	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Advertising - Legal Publications	01-01-00-6334	\$496.17
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Services/Charges	01-01-00-6346	\$33.00
JANUARY 2013	BANK OF AMERICA	22774	Maintenance Agreement	01-01-00-6347	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Membership Dues	01-01-00-6350	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Professional Services	01-01-00-6373	\$1,282.86
JANUARY 2013	BANK OF AMERICA	22774		01-01-00-6381	\$558.81
			Total		\$4,864.88
			Total GENERAL GOVERNMENT		\$4,864.88
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (City Manager)	01-02-20-6048	\$199.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-02-20-6317	\$164.11
JANUARY 2013	BANK OF AMERICA	22774	Dues & Subscriptions	01-02-20-6355	\$0.00
			Total CITY MANAGER		\$363.11
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (HR)	01-02-24-6048	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Supplies	01-02-24-6126	\$143.92
JANUARY 2013	BANK OF AMERICA	22774	Advertising - Legal Publications	01-02-24-6334	\$0.00
			Total HUMAN RESOURCES		\$143.92
JANUARY 2013	BANK OF AMERICA	22774	Uniforms -	01-02-25-6016	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (Building)	01-02-25-6048	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Safety Supplies	01-02-25-6110	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	01-02-25-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-02-25-6317	\$0.00
			Total BUILDING SERVICES		\$0.00
			Total ADMINISTRATION		\$507.03
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (Finance)	01-03-30-6048	\$85.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-03-30-6317	\$148.57
JANUARY 2013	BANK OF AMERICA	22774	Maintenance Agreements	01-03-30-6347	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Recording/Dues/Subscriptions	01-03-30-6355	\$103.00
			Total FINANCE		\$336.57
			Total FINANCE		\$336.57
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (Planning)	01-05-50-6048	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Safety Supplies/Apparel	01-05-50-6110	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous	01-05-50-6114	\$0.00

A/P Claims List

from 2/22/2013 to 2/22/2013

Invoice #	Vendor		Description	Account	Cost
JANUARY 2013	BANK OF AMERICA	22774	Computer Supplies	01-05-50-6123	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Printing	01-05-50-6308	\$187.80
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	01-05-50-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-05-50-6317	\$57.29
JANUARY 2013	BANK OF AMERICA	22774	Advertising - Legal Publications	01-05-50-6334	\$27.05
JANUARY 2013	BANK OF AMERICA	22774	Dues & Subscriptions	01-05-50-6355	\$0.00
			Total COMMUNITY DEVELOPMENT		\$272.14
JANUARY 2013	BANK OF AMERICA	22774	Printing	01-05-51-6308	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	01-05-51-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Advertising - Legal Publications	01-05-51-6334	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Dues & Subscriptions	01-05-51-6355	\$0.00
			Total CODE COMPLIANCE		\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Professional Development	01-05-53-6048	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Computer Supplies	01-05-53-6123	\$53.37
JANUARY 2013	BANK OF AMERICA	22774	Printing	01-05-53-6308	\$15.00
JANUARY 2013	BANK OF AMERICA	22774	Dues & Subscriptions	01-05-53-6355	\$0.00
			Total ECONOMIC DEVELOPMENT		\$68.37
			Total PLANNING		\$340.51
JANUARY 2013	BANK OF AMERICA	22774	Literacy Programming Supplies	01-06-60-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Library Supplies	01-06-60-6117	\$370.44
JANUARY 2013	BANK OF AMERICA	22774	Library Materials - Print	01-06-60-6130	\$1,416.09
JANUARY 2013	BANK OF AMERICA	22774	Library Materials - Electronic	01-06-60-6131	\$1,195.83
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-06-60-6317	\$102.68
JANUARY 2013	BANK OF AMERICA	22774	Building Maintenance	01-06-60-6387	\$74.00
			Total LIBRARY		\$3,159.04
			Total LIBRARY		\$3,159.04
JANUARY 2013	BANK OF AMERICA	22774	Employee Physicals	01-07-70-6030	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Chemicals	01-07-70-6104	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Jail Supplies	01-07-70-6106	\$200.25
JANUARY 2013	BANK OF AMERICA	22774	Food/Humans	01-07-70-6107	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Safety Supplies/Apparel	01-07-70-6110	\$296.93
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	01-07-70-6112	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	0	01-07-70-6114	\$2.97
JANUARY 2013	BANK OF AMERICA	22774	Photo/Video Supplies	01-07-70-6120	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Crime Prevention Program	01-07-70-6122	\$133.49
JANUARY 2013	BANK OF AMERICA	22774	Printing	01-07-70-6308	\$439.00
JANUARY 2013	BANK OF AMERICA	22774	Computer Maintenance/Operations	01-07-70-6311	\$33.36
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	01-07-70-6316	\$2,109.99
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-07-70-6317	\$171.21
JANUARY 2013	BANK OF AMERICA	22774	Communications	01-07-70-6318	\$423.21
JANUARY 2013	BANK OF AMERICA	22774	Collections	01-07-70-6340	\$291.25
JANUARY 2013	BANK OF AMERICA	22774	Special Events	01-07-70-6342	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Training Program	01-07-70-6343	\$1,430.14
JANUARY 2013	BANK OF AMERICA	22774		01-07-70-6355	\$225.00
JANUARY 2013	BANK OF AMERICA	22774	Jail Cost	01-07-70-6378	\$0.00
			Total POLICE ADMINISTRATION		\$5,756.80
JANUARY 2013	BANK OF AMERICA	22774	Uniform Allowance - PD	01-07-71-6019	\$0.00

A/P Claims List

From 2/22/2013 to 2/22/2013

Invoice #	Vendor		Description	Account	Cost
JANUARY 2013	BANK OF AMERICA	22774	Ammunition	01-07-71-6105	\$0.00
			Total POLICE OPERATIONS		\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Chemicals	01-07-72-6104	\$60.00
JANUARY 2013	BANK OF AMERICA	22774	Shelter Food/Supplies	01-07-72-6108	\$68.59
JANUARY 2013	BANK OF AMERICA	22774	Safety Supplies/Apparel	01-07-72-6110	\$315.00
JANUARY 2013	BANK OF AMERICA	22774		01-07-72-6112	\$577.47
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	01-07-72-6114	\$40.12
JANUARY 2013	BANK OF AMERICA	22774		01-07-72-6132	\$370.00
JANUARY 2013	BANK OF AMERICA	22774	Veterinary Medicine	01-07-72-6133	\$0.00
			Total ANIMAL CONTROL		\$1,431.18
JANUARY 2013	BANK OF AMERICA	22774	Photo/Video Supplies	01-07-77-6120	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Drug Enforcement Program	01-07-77-6124	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Property/Evidence Supplies	01-07-77-6323	\$50.00
JANUARY 2013	BANK OF AMERICA	22774	Special Investigation Operations	01-07-77-6336	\$0.00
			Total CRIMINAL INVESTIGATIONS		\$50.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	01-07-78-6114	\$17.66
			Total LAKE ENFORCEMENT		\$17.66
			Total POLICE		\$7,255.64
JANUARY 2013	BANK OF AMERICA	22774	Uniforms - Street Dept.	01-12-00-6016	\$579.67
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (Street Dept)	01-12-00-6048	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Minor Tools	01-12-00-6102	\$349.92
JANUARY 2013	BANK OF AMERICA	22774	Chemicals	01-12-00-6104	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Safety Supplies	01-12-00-6110	\$196.00
JANUARY 2013	BANK OF AMERICA	22774		01-12-00-6111	\$1,727.48
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	01-12-00-6112	\$736.41
JANUARY 2013	BANK OF AMERICA	22774	Street/Sidewalks/Bridges	01-12-00-6113	\$21,769.67
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	01-12-00-6114	\$5.25
JANUARY 2013	BANK OF AMERICA	22774	Signs & Materials	01-12-00-6115	\$941.17
JANUARY 2013	BANK OF AMERICA	22774	Fuel & Lube	01-12-00-6118	\$47.88
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	01-12-00-6316	\$409.44
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-12-00-6317	\$2,912.00
JANUARY 2013	BANK OF AMERICA	22774	Communications	01-12-00-6318	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Equipment Rental	01-12-00-6321	\$0.00
			Total		\$29,674.89
			Total STREET		\$29,674.89
JANUARY 2013	BANK OF AMERICA	22774	Uniforms - Fleet Maintenance	01-14-00-6016	\$174.55
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (Fleet	01-14-00-6048	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	0	01-14-00-6102	\$50.98
JANUARY 2013	BANK OF AMERICA	22774	Chemicals	01-14-00-6104	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Safety Supplies	01-14-00-6110	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	01-14-00-6112	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	01-14-00-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	01-14-00-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-14-00-6317	\$0.97
JANUARY 2013	BANK OF AMERICA	22774	Computer Maintenance	01-14-00-6324	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Services / Charges	01-14-00-6346	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Required / Mandatory Testing	01-14-00-6357	\$0.00

A/P Claims List

From 2/22/2013 to 2/22/2013

Invoice #	Vendor		Description	Account	Cost
JANUARY 2013	BANK OF AMERICA	22774	Reference Books	01-14-00-6379	\$0.00
			Total		\$226.50
JANUARY 2013	BANK OF AMERICA	22774		01-14-41-6116	(\$1,005.06)
JANUARY 2013	BANK OF AMERICA	22774		01-14-41-6116	\$0.00
JANUARY 2013	BANK OF AMERICA	22774		01-14-41-6118	\$707.92
			Total FLEET MAINTENANCE		(\$297.14)
			Total FLEET MAINTENANCE		(\$70.64)
JANUARY 2013	BANK OF AMERICA	22774	Uniforms -	01-15-11-6016	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Minor Tools	01-15-11-6102	\$9.99
JANUARY 2013	BANK OF AMERICA	22774	Chemicals	01-15-11-6104	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Safety Supplies	01-15-11-6110	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Buildings & Grounds	01-15-11-6112	\$599.21
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	01-15-11-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774		01-15-11-6118	\$587.62
JANUARY 2013	BANK OF AMERICA	22774	Recreational Supplies	01-15-11-6125	\$0.00
JANUARY 2013	BANK OF AMERICA	22774		01-15-11-6316	\$3,819.65
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-15-11-6317	\$3,499.61
			Total PARKS		\$8,516.08
			Total PARKS & PUBLIC GROUNDS		\$8,516.08
			Total GENERAL FUND		\$54,660.00
JANUARY 2013	BANK OF AMERICA	22774		09-09-90-6016	\$2,202.04
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (FD)	09-09-90-6048	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Minor Tools	09-09-90-6102	\$446.00
JANUARY 2013	BANK OF AMERICA	22774	Chemicals	09-09-90-6104	\$0.00
JANUARY 2013	BANK OF AMERICA	22774		09-09-90-6107	\$394.25
JANUARY 2013	BANK OF AMERICA	22774	Safety Supplies	09-09-90-6110	\$570.00
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	09-09-90-6112	\$2,224.19
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	09-09-90-6114	\$101.79
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	09-09-90-6316	\$5,025.12
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	09-09-90-6317	\$32.08
JANUARY 2013	BANK OF AMERICA	22774	Equipment Supplies	09-09-90-6317	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Communications	09-09-90-6318	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Dues & Subscriptions	09-09-90-6355	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Certification Equipment	09-09-90-6362	\$1,175.00
			Total SUPPRESSION		\$12,170.47
JANUARY 2013	BANK OF AMERICA	22774	Uniforms - FD/EMS	09-09-92-6016	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (EMS)	09-09-92-6048	\$45.00
JANUARY 2013	BANK OF AMERICA	22774	Chemicals/Ambulance Supplies	09-09-92-6104	\$13,834.26
JANUARY 2013	BANK OF AMERICA	22774	Safety Supplies/Apparel	09-09-92-6110	\$408.22
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	09-09-92-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Communications	09-09-92-6318	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Dues & Subscriptions	09-09-92-6355	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Professional Services	09-09-92-6373	\$9.81
			Total EMS		\$14,297.29
JANUARY 2013	BANK OF AMERICA	22774	Uniforms - FD/Admin	09-09-96-6016	\$49.99
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (Fire - Admin)	09-09-96-6048	\$0.00

A/P Claims List

from 2/22/2013 to 2/22/2013

Invoice #	Vendor	Description	Account	Cost
JANUARY 2013	BANK OF AMERICA 22774	Minor Tools	09-09-96-6102	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Food/Humans	09-09-96-6107	\$16.20
JANUARY 2013	BANK OF AMERICA 22774	Miscellaneous Supplies	09-09-96-6114	\$377.99
JANUARY 2013	BANK OF AMERICA 22774	Public Education	09-09-96-6121	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-96-6316	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Communications	09-09-96-6318	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Dues & Subscriptions	09-09-96-6355	\$0.00
		Total PREVENTION		\$444.18
		Total FIRE		\$26,911.94
		Total FIRE/EMS FUND		\$26,911.94
1222614.	WASTE CONNECTIONS, INC		20-00-00-5466	(\$250.00)
		Total		(\$250.00)
		Total		(\$250.00)
JANUARY 2013	BANK OF AMERICA 22774	Buildings & Grounds (GPWA)	20-21-00-6112	\$1,314.00
JANUARY 2013	BANK OF AMERICA 22774	Miscellaneous Supplies	20-21-00-6114	\$29.34
JANUARY 2013	BANK OF AMERICA 22774	May 24, 2011 Tornado Fund	20-21-00-6120	\$985.59
JANUARY 2013	BANK OF AMERICA 22774	Telephone	20-21-00-6301	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Printing	20-21-00-6308	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Postage	20-21-00-6309	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-21-00-6317	\$63.59
JANUARY 2013	BANK OF AMERICA 22774	Communications	20-21-00-6318	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Utilities Collection Fees	20-21-00-6340	\$196.88
JANUARY 2013	BANK OF AMERICA 22774	Maintenance Agreements	20-21-00-6347	\$14,325.00
JANUARY 2013	BANK OF AMERICA 22774	Maintenance Agreements	20-21-00-6347	\$0.00
1222614	WASTE CONNECTIONS, INC	Sanitation Service Agreement	20-21-00-6348	\$70,974.68
JANUARY 2013	BANK OF AMERICA 22774	Professional Services	20-21-00-6373	\$100.00
JANUARY 2013	BANK OF AMERICA 22774	Professional Services	20-21-00-6373	\$0.00
		Total		\$87,989.08
		Total PUBLIC WORKS GENERAL		\$87,989.08
JANUARY 2013	BANK OF AMERICA 22774	Professional Development (GPWA Admin)	20-22-00-6048	\$85.00
JANUARY 2013	BANK OF AMERICA 22774	Professional Development (GPWA Admin)	20-22-00-6048	\$0.00
		Total		\$85.00
		Total PUBLIC WORKS ADMINISTRATION		\$85.00
JANUARY 2013	BANK OF AMERICA 22774	Uniforms - WTP	20-23-00-6016	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Uniforms - WTP	20-23-00-6016	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Professional Development (WTP)	20-23-00-6048	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Professional Development (WTP)	20-23-00-6048	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Minor Tools	20-23-00-6102	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Minor Tools	20-23-00-6102	\$0.00
JANUARY 2013..	BANK OF AMERICA 22774		20-23-00-6104	(\$737.50)
JANUARY 2013	BANK OF AMERICA 22774	Chemicals/Medical	20-23-00-6104	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Chemicals/Medical	20-23-00-6104	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Lab Supplies	20-23-00-6109	\$1,064.95
JANUARY 2013	BANK OF AMERICA 22774	Lab Supplies	20-23-00-6109	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-23-00-6110	\$215.00
JANUARY 2013	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-23-00-6110	\$0.00

A/P Claims List

From 2/22/2013 to 2/22/2013

Invoice #	Vendor		Description	Account	Cost
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	20-23-00-6112	\$225.04
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	20-23-00-6112	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	20-23-00-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	20-23-00-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Fuel & Lube	20-23-00-6118	\$8.55
JANUARY 2013	BANK OF AMERICA	22774	Annual State Water Testing	20-23-00-6303	\$1,527.00
JANUARY 2013	BANK OF AMERICA	22774	Annual State Water Testing	20-23-00-6303	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	20-23-00-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	20-23-00-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	20-23-00-6317	\$440.33
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	20-23-00-6317	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	20-23-00-6317	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Computer Maintenance	20-23-00-6324	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Computer Maintenance	20-23-00-6324	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Computer Maintenance	20-23-00-6324	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Publishing Fees	20-23-00-6334	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Publishing Fees	20-23-00-6334	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Publishing Fees	20-23-00-6334	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Booster Station	20-23-00-6335	\$1,431.50
JANUARY 2013	BANK OF AMERICA	22774	Booster Station	20-23-00-6335	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Booster Station	20-23-00-6335	\$0.00
			Total		\$4,174.87
			Total WATER PLANT		\$4,174.87
JANUARY 2013	BANK OF AMERICA	22774	Uniforms - WWTP	20-24-00-6016	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Uniforms - WWTP	20-24-00-6016	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Uniforms - WWTP	20-24-00-6016	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Minor Tools	20-24-00-6102	\$21.99
JANUARY 2013	BANK OF AMERICA	22774	Minor Tools	20-24-00-6102	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Minor Tools	20-24-00-6102	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Chemicals	20-24-00-6104	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Chemicals	20-24-00-6104	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Lab Supplies	20-24-00-6109	\$300.00
JANUARY 2013	BANK OF AMERICA	22774	Lab Supplies	20-24-00-6109	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Safety Apparel & Supplies	20-24-00-6110	\$110.00
JANUARY 2013	BANK OF AMERICA	22774	Safety Apparel & Supplies	20-24-00-6110	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Buildings & Grounds	20-24-00-6112	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Buildings & Grounds	20-24-00-6112	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	20-24-00-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Fuel & Lube	20-24-00-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	20-24-00-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Fuel & Lube	20-24-00-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Lift Station Maintenance	20-24-00-6312	\$1,473.60
JANUARY 2013	BANK OF AMERICA	22774	Lift Station Maintenance	20-24-00-6312	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	20-24-00-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	20-24-00-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	20-24-00-6317	\$615.79
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	20-24-00-6317	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Required/Mandatory Testing	20-24-00-6357	\$590.00
JANUARY 2013	BANK OF AMERICA	22774	Required/Mandatory Testing	20-24-00-6357	\$0.00

A/P Claims List

from 2/22/2013 to 2/22/2013

Invoice #	Vendor	Description Total	Account	Cost	
				\$3,111.38	
Total WASTE WATER TREATMENT PLANT				\$3,111.38	
JANUARY 2013	BANK OF AMERICA	22774	Uniforms - Convenience Ctr.	20-26-00-6016	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Minor Tools	20-26-00-6102	\$61.97
JANUARY 2013	BANK OF AMERICA	22774	Safety Apparel & Supplies	20-26-00-6110	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	20-26-00-6112	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	20-26-00-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Fuel & Lube	20-26-00-6118	\$371.00
JANUARY 2013	BANK OF AMERICA	22774	Printing	20-26-00-6308	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	20-26-00-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	20-26-00-6317	\$246.96
1222614	WASTE CONNECTIONS, INC		Sanitation Service Agreement	20-26-00-6375	\$4,537.68
Total					\$5,217.61
Total CONVENIENCE CENTER					\$5,217.61
JANUARY 2013	BANK OF AMERICA	22774	Uniforms - Line Maintenance	20-27-00-6016	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Professional Development (Line	20-27-00-6048	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Minor Tools	20-27-00-6102	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Chemicals	20-27-00-6104	\$6,320.39
JANUARY 2013	BANK OF AMERICA	22774	Safety Apparel & Supplies	20-27-00-6110	\$1,554.41
JANUARY 2013	BANK OF AMERICA	22774	Safety Apparel & Supplies	20-27-00-6110	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Buildings and Grounds	20-27-00-6112	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	20-27-00-6114	\$198.66
JANUARY 2013	BANK OF AMERICA	22774	Water/Sewer Maintenance	20-27-00-6119	\$2,689.46
JANUARY 2013	BANK OF AMERICA	22774	Street/Sidewalks	20-27-00-6313	\$220.00
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	20-27-00-6316	\$1,067.90
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	20-27-00-6317	\$1,788.33
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Services/Charges	20-27-00-6346	\$0.00
Total					\$13,839.15
Total LINE MAINTENANCE					\$13,839.15
JANUARY 2013	BANK OF AMERICA	22774	Safety Apparel & Supplies	20-28-00-6110	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	20-28-00-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Water Meters	20-28-00-6129	\$1,311.50
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	20-28-00-6316	\$10.49
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	20-28-00-6317	\$0.00
Total					\$1,321.99
Total METER DEPARTMENT					\$1,321.99
JANUARY 2013	BANK OF AMERICA	22774	Chemicals	20-29-00-6104	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	20-29-00-6112	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Miscellaneous Supplies	20-29-00-6114	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	20-29-00-6317	\$0.00
Total					\$0.00
Total MUNICIPAL POOL					\$0.00
Total GPWA OPERATING FUND					\$115,489.08
JANUARY 2013	BANK OF AMERICA	22774	Library: State Aid (ODL)	30-30-06-6541	\$272.52

A/P Claims List

from 2/22/2013 to 2/22/2013

Invoice #	Vendor	Description	Account	Cost
		Total LIBRARY		\$272.52
JANUARY 2013	BANK OF AMERICA 22774	Police: OSBI Grant	30-30-07-6357	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Bullet Proof Vest Grant	30-30-07-6597	\$0.00
		Total POLICE DEPARTMENT		\$0.00
		Total GRANTS		\$272.52
		Total GRANTS FUND		\$272.52
JANUARY 2013	BANK OF AMERICA 22774	Capital Outlay / mower	45-45-00-6532	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Park Improvements	45-45-00-6545	\$5,936.85
JANUARY 2013	BANK OF AMERICA 22774	Lake Improvements	45-45-00-6546	\$0.00
		Total		\$5,936.85
		Total HOTEL/MOTEL-TOURISM		\$5,936.85
		Total HOTEL/MOTEL TAX FUND		\$5,936.85
JANUARY 2013	BANK OF AMERICA 22774	WTP Building	50-50-00-6114	\$0.00
		Total		\$0.00
		Total WATER TREATMENT PLANT IMPROVEMENT		\$0.00
		Total WATER TREATMENT PLANT FUND		\$0.00
JANUARY 2013	BANK OF AMERICA 22774	All Copier Lease	54-54-02-6705	\$2,170.97
JANUARY 2013	BANK OF AMERICA 22774	Laser Fiche Lease	54-54-02-6705	\$0.00
		Total ADMINISTRATION		\$2,170.97
JANUARY 2013	BANK OF AMERICA 22774	E911	54-54-07-6514	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Computer Server	54-54-07-6515	\$0.00
		Total POLICE DEPARTMENT		\$0.00
		Total FACILITIES		\$2,170.97
		Total CAPITAL PROJECTS		\$2,170.97
03-031700-002	Utility Deposits/Refund		71-00-00-5555	\$35.00
08-080910-003	Utility Deposits/Refund		71-00-00-5555	\$33.61
11-110891-016	Utility Deposits/Refund		71-00-00-5555	\$24.57
13-131400-006	Utility Deposits/Refund		71-00-00-5555	\$34.17
15-153180-003	Utility Deposits/Refund		71-00-00-5555	\$23.29
		Total		\$150.64
		Total		\$150.64
		Total UTILITY DEPOSIT FUND		\$150.64
JANUARY 2013	BANK OF AMERICA 22774	Capital Outlay - Cemetery	72-72-00-6519	\$0.00
		Total		\$0.00
		Total CEMETERY CARE		\$0.00
		Total CEMETERY CARE FUND		\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Professional Development (Airport)	98-98-00-6048	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Office Supplies	98-98-00-6101	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Minor Tools	98-98-00-6102	\$0.00
JANUARY 2013	BANK OF AMERICA 22774	Safety Supplies/Apparel	98-98-00-6110	\$0.00

A/P Claims List

From 2/22/2013 to 2/22/2013

Invoice #	Vendor		Description	Account	Cost
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	98-98-00-6112	\$214.00
JANUARY 2013	BANK OF AMERICA	22774	Building & Grounds	98-98-00-6112	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Telephone & Internet	98-98-00-6301	\$1,323.00
JANUARY 2013	BANK OF AMERICA	22774	Telephone & Internet	98-98-00-6301	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Printing	98-98-00-6308	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Airport Beacon	98-98-00-6315	\$37.47
JANUARY 2013	BANK OF AMERICA	22774	Vehicle Maintenance	98-98-00-6316	\$0.00
JANUARY 2013	BANK OF AMERICA	22774	Machine/Equipment Maintenance	98-98-00-6317	\$7.24
JANUARY 2013	BANK OF AMERICA	22774	Professional Services	98-98-00-6373	\$0.00
			Total		\$1,581.71
			Total AIRPORT FUND		\$1,581.71
			Total AIRPORT FUND		\$1,581.71
			Total All Funds		\$207,173.71

City of Guthrie
A/P Claims List
 from 2/26/2013 to 2/26/2013

Invoice #	Vendor	Description	Account	Cost
2034305	A-RUSSELL'S MR. ROOTER, INC.	Prepaid credit account refund from the Planni	01-00-00-2016	\$41.00
2034304	BROSS ENTERPRISES 22935	Prepaid credit account refund from the Planni	01-00-00-2016	\$105.30
2034296	BUTLER PLUMING INC. 22932	Prepaid Credit Account refund from the Plann	01-00-00-2016	\$100.00
2034303	DEER TIME RANCH 22934	Prepaid Credit Account refund from Planning	01-00-00-2016	\$1,200.00
2034297	FAITH ELECTRIC 22931	Prepaid Credit Account refund from the Planni	01-00-00-2016	\$50.00
2034308	HILL & COMPANY 22939	Prepaid credit account refund from the Plannin	01-00-00-2016	\$75.00
2034302	MULLIN PLUMBING 22933	Prepaid Credit Card Account Refund from the	01-00-00-2016	\$75.00
2034309	ORCUTT MECHANICAL CONTRA	Prepaid credit account refund from the Planni	01-00-00-2016	\$40.00
2034298	P.H.I. PLUMBING 22930	Prepaid Credit refund from the Planning Depa	01-00-00-2016	\$50.00
2034307	PLUMBING SOLUTIONS INC.	Prepaid credit account from the Planning Dep	01-00-00-2016	\$325.00
2034306	SUNRISE HEAT AND AIR 22937	Prepaid credit account refund from the Planni	01-00-00-2016	\$200.00
000645	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$1.20
5719	AIR TRON MECHANICAL INC (209	Misc Unit Repairs	01-01-00-6112	\$4,852.00
MARCH 2013	O.M.A.G.(21303)	Building/Property Monthly Payment	01-01-00-6326	\$3,433.07
MARCH 2013	O.M.A.G.(21302)	Workers' Compensation Monthly Payment	01-01-00-6326	\$12,852.37
MARCH 2013	O.M.A.G.(425)	Auto/Liability Monthly Payment	01-01-00-6326	\$4,240.13
MAR 2013	RANDEL C. SHADID (20656)	Postage - Reimbursement, etc.	01-02-20-6054	\$3.60
0002076	HURLEY PLUMBING 267	Gas Tie In	01-12-00-6112	\$358.35
SOR-3509	OKLAHOMA CORPORATION CO	Deductable of 1% of cost paid out by Petroleu	01-14-00-6357	\$217.68
Total GENERAL FUND				\$28,219.70
3813	FORMS PLUS (185)	Second Notices	20-21-00-6308	\$888.37
MARCH 2013	O.M.A.G.(21303)	Building/Property Monthly Payment	20-21-00-6326	\$3,433.07
MARCH 2013	O.M.A.G.(21302)	Workers' Compensation Monthly Payment	20-21-00-6326	\$12,852.37
MARCH 2013	O.M.A.G.(425)	Auto/Liability Monthly Payment	20-21-00-6326	\$4,240.13
Total GPWA OPERATING FUND				\$21,413.94
2023665	MYERS ENGINEERING CORPOR	Preliminary and Final Design, Bidding and Co	54-55-27-6373	\$5,448.92
MARCH 2013	OKLAHOMA STATE BANK (22069	10 Wheel Dump Truck Monthly Payment	54-56-12-6708	\$2,031.00
MARCH 2013	COMMUNITY STATE BANK 2287	Cat Warren Lease/Purchase Monthly Paymen	54-56-12-6718	\$2,687.82
Total CAPITAL PROJECTS				\$10,167.74
2023670	MYERS ENGINEERING CORPOR	Sewer Atlas Update MEC 211135.77 Task Or	55-55-00-6322	\$750.00
Total CMOM Fee				\$750.00
MARCH 2013	O.M.A.G.(21303)	Building/Property Monthly Payment	98-98-00-6329	\$307.07
MARCH 2013	O.M.A.G.(21302)	Workers' Compensation Monthly Payment	98-98-00-6329	\$429.80
MARCH 2013	O.M.A.G.(425)	Auto/Liability Monthly Payment	98-98-00-6329	\$52.56
Total AIRPORT FUND				\$789.43
MARCH 2013	OKLAHOMA DEPARTMENT OF C	Spirit Wing Payment	99-99-00-6702	\$1,041.67
Total GUTHRIE INDUSTRIAL DEVELOPMENT				\$1,041.67
Total All Funds				\$62,382.48

MINUTES

CITY COUNCIL MEETING

Council Workshop

February 19, 2013

The special meeting of the sixty-first City Council of Guthrie, Oklahoma, was posted on Thursday, February 14, 2013 before 5:00 p.m. and held February 19, 2013 in the Guthrie City Hall Third Floor Conference Room.

Mayor Burtcher called the meeting to order at 6:06 p.m.

Members Present: Chuck Burtcher Trey Ayers Mary Coffin
 Sheri Mueller John Wood

Members Absent: Gaylord Z. Thomas Patty Hazlewood

Staff Present: Sereniah Breland Randel Shadid Wanda Calvert
 Aaron Ryburn Maxine Pruitt Rene Spineto
 Jim Ahlgren Justin Heid Damon Devereaux
 Cody Mosley Kim Biggs

Mayor Burtcher declared a quorum with five (5) Councilmembers in attendance.

Public Comments. None.

Questions and discussion regarding agenda items.

Resolution No. 2013-03, Sponsorships/Donations for the Tough Choices Program - Tough Choices Obstacle Course and Mud Run. The proposed items is to consider approval of Resolution No. 2013-03 authorizing sponsorships/donations to help provide a revenue source of funding for the Tough Choices Program - Tough Choices Obstacle Course and Mud Run. Tough Choices is a pilot project designed to provide school-age children with positive influential relationships, character training and challenging physical activities. The Tough Choices season ends each year with the Tough Choices Obstacle Course and Mud Run at Liberty Lake. The run will be open to students and adults. To raise revenue for the project and the mud run, a sponsorship program has been developed that will allow the City to accept donations/sponsorships. The marketing and operations of the sponsorship will be overseen by personnel from the Guthrie Police Department. Addition revenue is expected from registration and miscellaneous fees associated with the mud run. Initial startup expenses are expected to be drawn from the crime budget in the Police Department. Revenues generated from donations, sponsorships and registration are expected to relieve any burden from the City financially, making the program and mud run self-sustaining. These

revenues are expected to be sufficient to provide seed monies for operation of the program in future years.

Bid No. 2012-09, Agricultural Lease Agreement. The proposed item is to consider approval of awarding Bid No. 2012-09, Agricultural Lease Agreement, to the highest and most responsible bidder and authorizing the Purchasing Agent to execute a contract with the same. On November 20, 2012 the Trustees of the Guthrie Public Works Authority (GPWA) authorized the Purchasing Agent to solicit bids for a five-year Agricultural Lease Agreement administered annually through a Renewal Agreement. The property to be leased is approximately 60 acres located next to the Guthrie Landfill. A bid notice was published in the Guthrie News Leader on December 1 and 8, 2012, eight (8) bid packets were mailed to interested parties and posted to the City's website. The bids were opened on Thursday, December 27, 2012 at 10:00 a.m. Two (2) bid proposals were received: (1) Hugh Plagg, Guthrie, OK: \$2,276.22 per year or \$11,381.10 over five years and (2) Jack Vaughn, Guthrie, OK: \$2,029.00 per year or \$10,145.00 over five years. Mr. Plagg is the apparent high bidder at \$2,276.22 per year or \$11,381.10 over five years. GPWA has held a multiyear lease agreement with Mr. Plagg since 1989. Originally, the property consisted of seventy (70) acres and was leased to Mr. Plagg on a 3 year lease term, renewed annually. In 1991, the property was reduced to sixty (60) acres and was reflected in the annual lease amount. The lease agreement was re-written in 1999 extending the term to five (5) years. Mr. Plagg continued to renew each year from 1999 through September 30, 2012. In that time, he paid GPWA \$15,480 – two payments included an additional \$40. However, through this bidding process we discovered that Mr. Plagg owes GPWA \$2,720, the remaining balance of two years that were never paid. Mr. Plagg is aware of the delinquent amount and was asked to review his records for accuracy and to present any findings at the City Council Workshop scheduled February 19, 2013. Mr. Plagg has also fallen short of providing the Finance Department with the necessary liability insurance as required by the lease agreement. Mr. Plagg was present to answer questions from the City Council and request the term of the Agricultural Lease be changed to a "Crop Year" of July 1 through June 30.

Request for future items of discussion. Water issues – City Manager Breland informed staff is working on this issue and will provide a report when completed.

Adjournment. There being no further business for the Guthrie City Council, Mayor Burtcher declared the meeting adjourned at 6:31 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

MINUTES

CITY COUNCIL MEETING

February 19, 2013

The regular meeting of the sixty-first City Council of Guthrie, Oklahoma was posted on Friday, February 15, 2013 before 5:00 p.m. and held February 19, 2013 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 7:09 p.m.

Members Present: Chuck Burtcher Trey Ayers Mary Coffin
 John Wood Sheri Mueller Patty Hazlewood

Members Absent: Gaylord Z. Thomas

Staff Present: Sereniah Breland Randel Shadid Wanda Calvert
 Aaron Ryburn Maxine Pruitt Jim Ahlgren
 Damon Devereaux

Mayor Burtcher declared a quorum with six (6) Councilmembers in attendance.

Consent Agenda. Motion by Vice Mayor Ayers, seconded by Councilmember Coffin, moved approval of the Consent Agenda as follows:

- A. Consider approval of the minutes from the Special City Council Workshop Meeting held on February 5, 2013.
- B. Consider approval of the minutes from the Regular City Council Meeting held on February 5, 2013.
- C. Consider approval of the minutes from the Special City Council – Street Committee Meeting held on January 16, 2013.
- D. Consider approval of Treasurer Reports.
- E. Consider approval of the claims:

General Fund:	Claims	\$ 65,511.98
Fire/EMS Fund:	Claims	\$ 23,618.63
Grants Fund:	Claims	\$ 1,300.00
Airport Fund:	Claims	<u>\$ 47,160.57</u>

Total Claims: \$137,591.18

F. Consider approval of Budget Amendment No. 2 increasing the budget for the General Fund, Fire/EMS Fund, Grants Fund, Hotel/Motel Tax Fund, Capital Projects Fund and Airport Fund.

G. Consider approval to submit an application to the Oklahoma Humanities Council for the "Let's Talk About It, Oklahoma!" (LTAIO) Grant Fall 2013 term.

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

Aye: Burtcher, Ayers, Wood, Hazlewood, Mueller, Coffin

Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consider approval of Resolution No. 2013-03 authorizing sponsorships/donations to help provide a revenue source of funding for the Tough Choices Program – Tough Choices Obstacles Course and Mud Run. Tough Choices is a pilot project designed to provide school-age children with positive influential relationships, character training and challenging physical activities. The Tough Choices season ends each year with the Tough Choices Obstacle Course and Mud Run at Liberty Lake. The run will be open to students and adults. To raise revenue for the project and the mud run, a sponsorship program has been developed that will allow the City to accept donations/sponsorships. The marketing and operations of the sponsorship will be overseen by personnel from the Guthrie Police Department. Addition revenue is expected from registration and miscellaneous fees associated with the mud run. Initial startup expenses are expected to be drawn from the crime budget in the Police Department. Revenues generated from donations, sponsorships and registration are expected to relieve any burden from the City financially, making the program and mud run self-sustaining. These revenues are expected to be sufficient to provide seed monies for operation of the program in future years. Motion by Councilmember Wood, seconded by Councilmember Coffin, moved approval of Resolution No. 2013-03 authorizing sponsorships/donations to help provide a revenue source of funding for the Tough Choices Program – Tough Choices Obstacles Course and Mud Run. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Wood, Hazlewood, Mueller, Coffin

Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consider approval of awarding Bid No. 2013-01, Fiscal Year 2013 Street Capital Improvement Project to the low bid of \$222,120 to Rudy Construction Company, Oklahoma City, Oklahoma and authorizing the Purchasing Agent to execute a contract. On November 20, 2012 the City Council authorized the Purchasing Agent to solicit bids for the Fiscal Year 2013 Street Capital Improvement Project (CIP) consisting of three streets for repaving and repairing, one in each ward. In Ward I, Hazel Street from Perkins Avenue to University Avenue; Ward II, Lincoln Street from Capital Avenue to Cedar Avenue; and

Ward III, Academy Road from Commerce to College Avenue. As part of the Parks Improvement Project, the Street Superintendent also requested that we bid the Highland Hall parking area. A bid notice was published in the Guthrie News Leader on January 10 and 17, 2013, eight (8) bid packets were mailed to interested parties and posted to the City's website. The bids were opened on Thursday, January 31, 2013 at 10:00 a.m. Four (4) bid proposals were received. The bid tabulation for the bidding vendors is as follows:

\$222,120.00 Rudy Construction, Oklahoma City, OK
\$235,955.00 Bishop Paving, Oklahoma City, OK
\$287,679.00 Kern's Construction, Stillwater, OK
\$327,388.50 Nash Construction, Oklahoma City, OK

The apparent low bidder is Rudy Construction from Oklahoma City, Oklahoma. The annual Street CIP is historically funded using the \$4.25 User Fee that is applied to all utility bills of customers living inside City limits. The User Fee generates approximately \$195,000 of revenue each year. During the FY 2013 budget process, \$95,000 of the expected revenue was moved to General Fund leaving \$100,000 for the Street CIP program. Budget Amendment No. 2 addresses the shortfall in the Street CIP fund and, if approved, will cover the remaining balance of \$95,420. The \$26,700 proposed improvement to the Highland Hall parking area is funded through the Hotel/Motel Tax fund. Motion by Councilmember Coffin, seconded by Councilmember Hazlewood, moved approval of awarding Bid No. 2013-01, Fiscal Year 2013 Street Capital Improvement Project to the low bid of \$222,120 to Rudy Construction Company, Oklahoma City, Oklahoma and authorizing the Purchasing Agent to execute a contract. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Wood, Hazlewood, Mueller, Coffin
Nay: None

Mayor Burtcher declared the motion carried unanimously.

City Manager's Report. Informed the Guthrie Public Library will be hosting the Chamber Coffee tomorrow; the tickets for Mumford & Sons were sold out within 48 hours; the Guthrie Public Library is hosting a Folk Band tonight; the City's Trash Off Day is scheduled for April 13th and the City is seeking volunteers; March 21st is Oklahoma Municipal Government Day at the State Capitol; and closing on a house this Friday.

Requests/comments from members of the City Council. Councilmember Mueller informed the snow and water is wonderful; selling Girl Scout cookies; and expressed a "Thank You" to Officer Gibbs for the great job on the Tough Choices Program.

Councilmember Hazlewood informed Mumford & Sons Concert will be great for our community and support our local businesses.

Vice Mayor Ayers expressed a “Thank You” to the Street Committee and City staff on the FY 2013 Street Capital Improvement Project and for using the dedicated money to fund the project.

Councilmember Coffin informed the City Council and the community of the events happening in Guthrie and expressed a “Thank You” to Officer Gibbs for the great job on the Tough Choices Program.

Councilmember Wood expressed a “Thank You” to the Street Committee, Municipal Services Director Maxine Pruitt and Street Superintendent Tenny Maker for the great job on the FY 2013 Street Capital Improvement Project; informed the Community Event Meeting was very successful and the need for volunteers; and informed the Guthrie Public School has partnered with University of Virginia and Dr. Simpson is doing an outstanding job.

Mayor Burtcher expressed a “Thank You” to Municipal Services Director Maxine Pruitt and Street Superintendent Tenny Maker on the FY 2013 Street Capital Improvement Project; informed the community is looking great; and six Guthrie High School wrestlers are going to State for competition.

Adjourn. There being no further business for the Guthrie City Council, Mayor Burtcher declared the meeting adjourned at 7:25 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor



CITY OF GUTHRIE

CLAIMS

March 5, 2013

I hereby certify the purchase orders listed have been issued and encumbered against the available balance of the authorized appropriated accounts and that the department head and/or officer in charge of those accounts has certified that the procurements were necessary to the proper conduct of activities; that the merchandise and/or services have been satisfactorily received or utilized; and that the purchase orders are now a true and just debt of the City of Guthrie. These purchase orders are therefore presented to you to be presented to the governing body for consideration as claims for payment.

Kim Biggs
Purchasing Agent

Monthly Claims Approved as per Ordinance No. 2973 by City Manager

Sereniah Breland
City Manager



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
March 5, 2013

Contact
Jim Ahlgren
Human Resources
Director

Agenda Item

Consider approval of declaring obsolete software and hardware as surplus property and allowing the Purchasing Agent to dispose of said property in a way that is most beneficial to the City of Guthrie.

Summary

The Planning Department and Channel GTV20 has software and hardware that are obsolete or inoperable. The Purchasing Agent is requesting the attached list be declared surplus property and be allowed to dispose of in a way that is most beneficial to the City of Guthrie. If approved, the surplus property will be listed on GovDeals.com – an online government surplus auction.

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 01-00-00-5419 **Amount** To be determined
Legal Review N/A Required **Completed Date:** _____
Mayor's Appt. Yes No

Supporting documents attached

- City of Guthrie Surplus List

Recommendation

Approve to declare surplus property and dispose of in a way that is most beneficial to the City

Action Needed Public Hearing Motion Emergency Clause

Dell DVD player	Obsolete
Dell keyboard	Obsolete
1 set Dell speakers	Obsolete
HP fax	Inoperable
Microsoft mouse	Obsolete
Gateway Keyboard	Obsolete
E series CPU	Inoperable



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting March 5, 2013	Contact Eric Harlow Fire Chief
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Agenda Item

Consider approval of radio tower lease agreement with Oklahoma State University's public radio station KOSU.

Summary

The Logan County Fire Departments are proposing to install a radio repeater for all county fire departments to utilize on a radio tower owned by Oklahoma State University's public radio station KOSU. This tower is located near Forrest Hills and Western Ave. in the southern part of the county. Guthrie Fire Department is administering the project for the departments. No city funds will be expended for this project and Logan County Fire Sales Tax funds will be utilized on a shared basis from all departments involved.

Funding Expected	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	<u>N/A</u>	Amount	_____
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>2/21/2013</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

Lease agreement with Oklahoma State University.

Recommendation

Staff recommends approval of agreement.

Action Needed Public Hearing Motion Emergency Clause

LEASE AGREEMENT

This Lease Agreement (this "Lease") has been executed this 1st day of March 2013 (the "Commencement Date") between Oklahoma State University Public Radio Station KOSU, having its principal place of business at 303 Paul Miller Building, Stillwater, Oklahoma 74078 (hereinafter called "Lessor") and **City of Guthrie**, having an (hereinafter called "Lessee").

WHEREAS, Lessor is the owner of a certain "Tower" situated at 4.3 km SSW of Seward, Oklahoma, geographic coordinates: 35-46-50.1 N, 97-31-29.8 W (NAD 83), FCC Antenna Structure Registration # 1245980.

WHEREAS, Lessee desires to use space on the Tower for the purpose of installing certain two-way communication equipment (all such equipment on the Tower being set forth and described on Exhibit "A" attached hereto.)

NOW, THEREFORE, the parties, intending to be legally bound hereby and in consideration of the terms, provisions and covenants herein contained, do agree as follows:

1. Definitions.

As used in the Lease, the following words have the meanings herein specified, unless the context otherwise connotes:

- (a) "Lessor" means the owner of the Tower and Transmission Building at the time of particular determination;
- (b) "Lease" means this Lease Agreement, as originally executed or as it may from time to time be modified or amended in writing;
- (c) "Lessee" means **City of Guthrie**; an, as well as the owner at any time of the interest of Lessor under this Lease subject to the restrictions on transfer set forth in Section 14 of this Lease;
- (d) "Tenant" means any other user or broadcaster now or hereafter on the Tower and/or Transmission Building and may where the context so indicates, include the Lessee;
- (e) "Tower Site Premises" means that certain real property, owned or leased by Lessor, on which are located the Tower, guy anchors and the Transmission Building;
- (f) "Equipment" means the equipment as more specifically detailed in Exhibit "A" attached hereto in which Lessee has an ownership interest;
- (g) "Interference with a Broadcasting Activity" means (i) a condition existing which constitutes "interference" within the meaning of the provisions of the recommended practices of the Electronics Industry Association ("EIA") as well as the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (ii) there exists a material impairment of the quality of either the transmitted or received signals of a broadcasting activity of any Tenant on the Tower in a material portion of the broadcast service area of such activity, as compared to that which were obtained prior to Lessor's commencement of or alteration to their operations from the Tower;
- (h) "Tower" means that certain tower under FCC Antenna Structure Registration # 1245980.
- (i) "Transmission Building" means that certain _____ square foot building located on the Tower Site Premises.

2. Use of Tower.

Lessor grants Lessee the non-exclusive right to install its Equipment in that certain space located at or about 600 feet on the Tower. Lessor reserves the right to move Lessee's Equipment to comparable space on the Tower at Lessor's expense.

3. Construction

(a) Equipment. Lessee agrees that all of the Equipment to be installed upon the Premises, and the location thereof, will be in exact accordance with that specified within Exhibit "A". Any deviation from the aforementioned shall result in a default with respect to this Agreement. Lessee may replace its existing Equipment at any time with identical or substantially identical (in dimension, as well as specification) equipment.

(b) Pre-Construction Procedures. Prior to installing any Equipment or making any modifications, enhancements or changes thereto (other than replacements of identical items at the same location) (collectively, the "Work"), the following procedures shall be adhered to:

(i) Lessee shall submit to Lessor a detailed sketch of the design of their installation showing antenna and mounting system indicating the height of the antenna and spacing from the face of the tower.

(ii) Lessee shall not commence any of the Work until Lessee notifies Lessor of its written approval of the Plans, which approval, with respect to Lessor's initial installation, will not be unreasonably withheld so long as the Plans conform to the requirements of this Lease.

(iii) To the extent required by local authorities, Lessee will obtain, at Lessee's cost and expense, all required local governmental or quasi-governmental approvals and permits for construction and operation of the Equipment. Lessee shall provide Lessor with copies of such approvals and permits immediately upon receipt.

(iv). In engaging anyone to perform any portion of the Work and to the extent permitted by law, Lessee shall obtain and record a written waiver from any contractor, subcontractor, laborer or materialman of all rights under state material and mechanic lien laws or other laws to impose a lien on the Site or on any of Lessee's Property. In addition, Lessee shall provide Lessee with worker's compensation and general liability insurance certificates naming Lessee as an additional insured and otherwise satisfying the coverage requirements described in Paragraph 11 and covering any and all persons who will be entering the Site in connection with performance of the Work. Lessee shall be solely responsible and liable to Lessee for Lessee's failure to obtain or deliver to Lessee the required insurance certificates from Lessee's approved contractor.

(v). If Lessee deems it reasonable and necessary, Lessee may require that an intermodulation study be performed at a one-time charge to Lessee, to determine the effect of Lessee's use of the Premises as it might affect existing users of the Premises, or Lessee may require that Lessee present to Lessee such study as a condition to Lessee's occupation of the premises.

(c) Performance of Work. Upon completion of the procedures set forth in subsection (b) above, Lessee shall provide Lessee with prior notice of the date upon which Lessee shall commence the installation of Lessee's Equipment. The following shall apply to performance of the Work:

(i) Lessee shall perform, or cause to be performed, all of the Work in compliance with the Plans approved by Lessee and with all Legal Requirements. Lessee shall ensure that the Work does not interfere with communications systems, equipment and operations of other pre-existing lessees or users on the Site.

(ii) All Work shall be performed by qualified contractors (including steeplejacks or other tower climbers), subject to the approval of Lessee. Notwithstanding the foregoing, Lessee reserves the right, in its sole discretion, to refuse to permit any person or company to climb any tower structure owned or leased by the Lessee. Lessee shall pay all invoices of labor and materialman in a timely manner to prevent the imposition of any liens on Lessee's property or Lessee's property located on the Site.

(iii) In no event shall Lessee install or cause to be installed any additional utilities without the prior consent of Lessee, which consent shall not be unreasonably withheld. Further, upon request by Lessee, Lessee shall (at Lessee's expense) secure, to Lessee's reasonable satisfaction, any propane tanks or generators owned by Lessee at any Tower to prevent any damage which might otherwise occur during earthquakes or other natural disasters.

(d) After Completion of Work.

(i) Upon the completion of Lessee's installation of its Equipment, but in no event later than ten (10) business days following such completion, Lessee shall provide Lessee with as-built drawings of the Equipment installed on the Premises, prepared, signed and sealed by an engineer registered in the state in which the Site is located.

(ii) Lessee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Lessee shall reduce operating power or cease operation of its Equipment which it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

(iii) Lessee agrees to comply with the reasonable directions and requirements which Lessee, in its discretion, may from time to time establish in connection with the Site and the operations of Lessee on the Premises, provided that such directions and requirements do not unreasonably interfere with Lessee's ordinary course of business or operations.

(e) Inspection Rights. Lessor reserves the right to perform a pre-installation and/or post-installation audit and review with Lessee and Lessee shall fully cooperate with any such reasonable request by Lessor and shall respond to and address any reasonable concern of Lessee as a result of such audit.

(f) Costs. All Work shall be performed at Lessee's sole cost and expense (including to any structural analysis or structural modifications and the installation of any of Lessee's Equipment, any modifications, enhancements or requirements with respect to the electrical power supply, and the preparation of the Plans and as-built drawings). The Lessor shall cooperate with Lessee in Lessee's efforts to obtain any permits or approvals that may be necessary to comply with the requirements of this Lease; provided, however, Lessor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Lessor may, in its sole discretion and if available, make available to Lessee in exchange for an administrative fee information which it may periodically collect from all users of the Tower which may be useful to Lessee in demonstrating RF compliance.

4. Access.

Notwithstanding anything in Paragraph 3 of this Lease to the contrary, Lessee agrees that only authorized engineers, employees or properly authorized contractors, subcontractors and agents of Lessee, approved in advance by Lessee or FCC Inspectors will be permitted to enter the Tower Site Premises. The names of Lessee's service technicians who shall constitute authorized engineers, employees, contractors, subcontractors or agents of Lessee shall be submitted to Lessee and approved in writing in advance before any such entry by any such individual. To further facilitate security and safety procedures, Lessee will update its list of authorized personnel as such updating may be required. Lessee understands that its authorized technicians will observe all reasonable security and safety procedures, now or in the future placed in effect, by Lessor. Such procedures may include, but are not limited to, any sign-in/sign-out log which may be required by Lessor.

5. Entry onto Tower Site Premises; Use of Transmission Building.

Lessee shall have the right to enter and exit the Tower Site Premises subject to the procedures delineated in Paragraph 4 above (which may include, without limitation, sign-in/sign-out logs). Lessee may use those portions of the Transmission Building as delineated on Exhibit "A" hereto. Any improvements to or modification of Lessee's space within the Transmission Building requires prior written approval by Lessor. Prior to any approval for improvements to or modification of Lessee's space within the Transmission Building, Lessee must submit plans and specifications detailing the proposed improvements and/or modification together with copies of requisite builder's risk insurance certificates that will be issued with respect to the proposed work. If approved, all such work shall be carried out at Lessee's sole expense, cost and risk, and in such manner as to not impair the structure or integrity of the Transmission Building. Upon completion of the improvements and/or modifications to Lessee's space within the Transmission Building, Lessee shall submit written evidence satisfactory to Lessor confirming that the modifications and/or improvements were performed in precisely the manner as approved by Lessor, without any change whatsoever, unless said change had the prior written approval of Lessor.

6. Interference.

Lessee shall conduct its activity in accordance with all Federal Communications Commission (FCC) regulations, and sound engineering practices, and shall cooperate to the fullest extent with other Tenants and Lessor, so as to anticipate and prevent any Interference with a Broadcasting Activity of any and all Tenants whose equipment was installed on the Tower prior to the day that Lessee installs its Equipment on the Tower. In the event that Lessor, in its sole discretion, determines that the use of Lessee's equipment results in Interference with a Broadcasting Activity, Lessor shall notify Lessee and Lessee shall immediately cease operations. Lessee having been so notified shall take immediate steps to correct such interference. Failure of Lessor to correct such interference to the satisfaction of Lessor within fifteen (15) days of such notice may terminate this Lease on option of Lessor or Lessor may terminate Lessor's operations to eliminate the interference.

7. Replacement of Existing Equipment.

Should any future modification, change, replacement or improvement be required by Lessee with respect to any aspect of the installation or type of Equipment, such modification, change, replacement or improvement may be made only after the written consent of Lessor is obtained in accordance with the requirements set forth in Paragraph 3 above.

8. Compliance with the Law and Maintenance of Tower & Building.

Lessee shall comply with all applicable laws, rules and regulations, local, state and federal, in connection with the installation, maintenance, use and operation of the Equipment and Lessee's use of the Transmission Building and/or Tower Site Premises. Lessee shall at all times keep the Equipment and Lessee's space within the Transmission Building in good and safe condition, order and repair.

9. Term.

The initial Term of this Lease is five (5) years and shall commence on January 1, 2013 and end on December 31, 2017. This Lease shall automatically renew for a term of five (5) years at the end of the first term and continue to renew every 5 years, unless either the Lessee or the Lessee notifies the other in writing six (6) months prior to the expiration of the current term of its intention not to renew the Lease.

Either party may terminate this Agreement for any purpose without cause or other explanation by giving the other party one (1) year written notice of its intention to terminate. In the event Lessee holds over after the termination of the Lease with the written consent of Lessee, Lessee shall become a tenant from month to month. Any holding over by Lessee without the written consent of the Lessee shall be deemed to be a tenancy at sufferance or at will.

10. Rent.

(a) Lessee agrees to pay Lessor a monthly Rental Fee of three hundred dollars (\$300.00), payable on or before the first day of each of month for the duration of the term, plus any applicable taxes. The amount payable each month as the Rental Fee shall increase each calendar year, as set forth in subsection (c) below.

(b) Any Rental Fee not paid within ten (10) business days of when due shall bear interest until paid at the maximum rate permitted under state or federal law (herein the "Past Due Interest Rate"). Lessee shall be responsible for and pay all charges related to utility services necessary to service the Equipment of Lessee placed upon the Tower or Lessee's space within the Transmission Building. Lessee shall pay all taxes and other fees or charges attributable to the premises leased by Lessee hereunder, including any increase in real property taxes assessed on the Tower Site Premises if directly or solely attributable to the Equipment (or any other improvements) placed by Lessee on the Tower Site Premises. Lessee shall pay any taxes attributable to the rents paid by Lessee hereunder to Lessee.

(c) Upon each anniversary date of the Commencement Date as stated in Section 1 herein, the annual charge for rental of the Tower Site Premises shall be automatically increased during the initial term and during any renewal term by an amount equal to three percent (3%) of the previous annual rate. Such increases shall be automatic and will not require Tenant's prior approval and by its execution of this Lease, Tenant agrees to pay each such increase as a portion of its rent. Such increases shall apply to the entire term of this Lease and any extension or renewal period.

(d) If in any subsequent fiscal year Lessee fails to appropriate funds for payment of this lease due to budget constraints, then this lease shall terminate.

11. Insurance.

(a) Lessee agrees to take out and keep in force during the Term (or extended Term) hereof, at Lessee's expense, comprehensive general liability and property damage insurance to protect Lessee, its stockholders, employees, agents and contractors against any liability to person(s) incident to the Lessee's use of or resulting from any accident occurring in or about the Tower Site Premises whether or not caused by Lessee's negligence. The liability under such insurance is to be no less than Two Million Dollars (\$2,000,000.00) for personal injury or death per occurrence, and One Million Dollars (\$1,000,000.00) for property damage. Lessee's insurance shall contain provisions providing that such insurance shall be primary and non-contributing with any other insurance maintained by Lessee. Lessee's insurance shall provide coverage for the contractual liability of Lessee to indemnify Lessee pursuant to the terms of this agreement. Coverage shall include, but not necessarily be limited to installation, repair, maintenance, operation and removal of Lessee's Equipment. Lessee shall procure and maintain, and/or shall require its contractors and sub-contractors, to procure and maintain before commencing any installation and/or maintenance work at the Tower Site Premises, worker's compensation and employers liability insurance in a responsible insurance company and in a form acceptable to Lessee, providing for the payment of compensation in accordance with the laws of the state of Oklahoma and with a limit of at least \$500,000 per loss for employers liability coverage. Coverage shall apply for all workers employed, and employees of Lessee, and its contractors and sub-contractors, and further, shall cover Lessee against any and all liability for personal injury or death of such workers and employees. Lessee shall, prior to commencement of any installation and/or maintenance under this Lease, and thereafter so long as this Lease shall remain in force, provide Lessee with current certificates of insurance evidencing that such insurance shall not be cancelled without first giving thirty (30) days written notice to Lessee. Lessee shall deliver to Lessee current certificates of insurance for such policies prior to the Commencement Date. Failure by Lessee to provide certificates of insurance to Lessee does not constitute a waiver by Lessee of these insurance requirements. The limits of insurance required in this paragraph do not limit in any way the indemnification obligations of Lessee under Section 21.

(b) Lessee will avoid any action that may cause damage to any part of the Tower Site Premises (which include, without limitation, the Tower and the Transmission Building) or equipment owned by Lessor's other tenants or lessees. Lessee shall not be responsible for any damages caused by Acts of God or any other acts beyond the control of Lessee, its agents, employees, contractors, invitees, guests or other representatives.

12. Condemnation.

Any condemnation of any parts of the Tower Site Premises not preventing enjoyment of Lessee's rights hereunder shall have no effect on this Lease. If such enjoyment is partially and adversely affected, there will be an equitable adjustment or rent, and in any case, Lessor shall collect the entire award, and to the extent of the award shall carry out any physical restoration of the balance of the Tower Site Premises required for continued exercise of Lessee's rights hereunder. If such condemnation prevents enjoyment of Lessee's rights hereunder, this Lease shall be terminated and the parties shall be free to make and prosecute claims against the condemning authority for their respective damages. Notwithstanding anything in this Lease to the contrary, Lessee acknowledges and understands that Lessee has no real property interest as a result of this Lease and that this Lease constitutes a mere lease entitling Lessee to the rights and privileges set forth herein as contractual interests of a personal property nature.

13. Sales and Assignments (Lessee).

If Lessor shall sell or otherwise dispose of the Tower Site Premises, the Tower and/or the Transmission Building, Lessor shall thereafter be automatically freed and relieved of all liability on the part of the Lessor contained in this Lease thereafter to be performed, provided that upon such

conveyance the grantee shall expressly assume, subject to the limitations of this Paragraph 12, all the covenants, agreements and conditions in this Lease contained, to be performed on the part of the Lessor, it being intended that the covenants and agreements contained in this Lease on the part of Lessor shall, subject to the aforesaid and be binding on Lessor, its successors and assigns, only during and with respect to their respective successive periods of ownership.

14. Sales and Assignments (Lessee).

Lessee may not assign this Lease without Lessor's prior written consent which may be withheld, delayed or contained as Lessor deems appropriate under the circumstances. Lessor may insist upon continued liability by Lessee under this Lease as a condition to any approval of a proposed sale and/or assignment by Lessee.

15. RF Radiation and Safety/ Antenna Servicing.

(a) Lessee shall at all times comply with the Lessor's policies concerning RF Radiation and Safety. Immediately upon demand of Lessor, Lessee at Lessee's sole expense shall have RFR Studies performed to respond to any reasonable belief by Lessor that Lessee's use of the Property is in violation of any applicable RFR restrictions or any other law, rule or regulation. Such studies shall be certified to and delivered to Lessor.

(b) Lessee shall be responsible for compliance with all applicable FCC rules and regulations. Lessee shall also be responsible for compliance with the FCC's Office of Engineering and Technology Bulletin No. 65 (97-01) ("OET Bulletin 65"), as then in effect, and Lessee acknowledges that Lessee may be required to take certain actions on the Tower Site Premises in order to comply with said FCC rules, regulations and OET Bulletin 65.

(c) Lessee agrees to cooperate fully in taking the necessary steps to protect personnel working on the Tower from exposure to RF Radiation energy in excess of acceptable standards as may now or in the future be established by the American National Standards Institute (ANSI) and adopted by the Federal Communications Commission (FCC) and any other government agency which now or in the future may regulate such matters.

16. Acts of God and Failure of Service.

(a) Lessor shall incur no liability to Lessee for failure to furnish space, as provided herein, or the rendition of any service, if prevented by wars, acts of terrorism, fires, strikes or labor troubles, accidents, acts of God, acts by the City, State, Federal and/or other governmental authorities, unavoidable delay or other causes beyond Lessor's direct control, involving the partial or total destruction of real property, the Tower or the Transmission Building, provided that Lessor shall use its best efforts to replace and restore damaged or destroyed elements thereof (utilizing available insurance and/or condemnation proceeds only) and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower or the Transmission Building, Lessor may, at its option, either (i) terminate this Lease, or (ii) rebuild its facilities and reinstate service to Lessee as promptly as reasonably possible (utilizing available insurance and/or condemnation proceeds only). During the period in which Lessor by reason of any such loss or damage shall be unable to furnish space or render any service, the rental payments shall be suspended, but otherwise the covenants and agreements of Lessee under the terms of this Lease shall be in full force and effect.

(b) Lessor shall not be liable for any damage, cost, compensation or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission and loss of revenue resulting in the necessity of repairing or replacing any portion of the Tower Site Premises (including the Tower and Transmission Building), the interruption in the use thereof or the termination of this Lease by reason of the destruction thereof.

17. Default.

(a) In the event Lessee shall become in default under the terms of this Lease, the Lessor shall have the right to immediately disconnect and remove the Equipment of Lessee from the Tower, until such time as the default by Lessee is cured or to immediately disconnect and remove the Equipment of Lessee from the Tower and terminate this Lease immediately. All costs of such disconnection or removal shall be deemed to be the costs of Lessee and shall be payable as additional Rent. In addition, Lessee shall have hereunder all of the rights and remedies afforded under the laws of the state where the Tower Site Premises is located which govern relationships between landlords and tenants including, without limitation, a lien of Lessor against all of the Equipment of Lessee installed on the Tower or at the Tower Site Premises for any costs, loss or damage caused to Lessee by the default of Lessee.

(b) Upon the expiration of the Term or termination of this Lease in accordance with any provisions of this Lease, Lessee shall quit and peaceably surrender the Tower and its space on the Tower and within the Tower Site Premises (including, without limitation, Lessee's space within the Transmission Building) to Lessor in good order and repair less reasonable wear and tear; damage by fire and other casualty excepted provided insurance proceeds are delivered to Lessor if the damage is covered by insurance required of Lessee hereunder.

(c) No right or remedy herein conferred upon or reserved to Lessee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in hereafter existing at law or in equity of by statute.

(d) The right to enter judgment against Lessee and to enforce all of the other provisions of this Lease hereinabove provided may, at the option of any assignee of this Lease, be exercised by any assignee of the Lessor's interest in this Lease for his, her, their or its own name.

18. Continuing Obligation.

No termination of this Lease for default nor any dispossession order shall relieve Lessee of its previously accrued and future liability and obligations under this Lease and such liability and obligation shall survive any such termination or order. In the event of any such event, whether or not any part of the premises leased hereunder shall be relet, Lessee shall pay to Lessor the rent and all other charges required to be paid by Lessee up to the time of such expiration or termination of this Lease, and thereafter Lessee, until the end of what would have been the term of this Lease, in the absence of such termination, shall be liable to Lessor for, and on ten (10) days notice to Lessee shall pay to Lessor, as and for liquidated and incurred damages for default.

19. Waiver.

No failure by Lessor to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy upon a default by Lessee hereunder and no acceptance of full or partial rent during the continuance of any such default shall constitute a waiver of any such default or of such covenant, agreement, term or condition. No covenant, agreement, term

or condition of this Lease to be performed or complied with by Lessee, and no default with respect thereto, shall be waived, altered, modified or terminated except by written instrument executed by Lessee. No waiver of any default shall otherwise affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to an other then existing or subsequent default with respect thereto.

20. No Recordation.

The parties agree that neither this Lease nor a memorandum hereof shall be recorded in the land records in the county in which the Tower is located.

21. Indemnifications.

(a) Lessee shall indemnify and hold Lessor and its employees, agents and other tenants, harmless from any and all liability obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against Lessee by reason of the actions of Lessee, its employees, agents, contractors, invitees, guests or other representatives, and shall compensate Lessor for all damages sustained by Lessor.

(b) If any mechanics, laborers or materialman's lien shall at any time be filed against the Tower Site Premises (or the Tower or the Transmission Building which are a part thereof) as a result of Lessee's occupancy thereof, or which arises out of any claim asserted against Lessee, Lessee within thirty (30) days after written notice of the filing thereof shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

(c) Lessee agrees that Equipment has been inspected to determine if any components in the Equipment (i.e., capacitors, transformers or load resisters) are oil-filled. If any oil-filled components are discovered, Lessee shall provide letters of verification from either the Equipment manufacturer or the manufacturer of the oil-filled components, indicating that said components do not contain polychlorinated byphenyls (PCBs). No Equipment or components containing PCBs will be allowed on the Tower Site Premises whatsoever. Lessee shall be responsible for and shall indemnify and hold Lessee harmless from all claims, loss or expenses (including attorney's fees) arising from the presence of hazardous materials introduced at, in or under the Tower Site Premises by Lessee or any of its authorized service technicians, engineers, employees, contractors or subcontractors. The term "hazardous substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 et seq.) (CERCLA), and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto. This provision shall survive termination of this Lease.

22. Quiet Enjoyment.

Lessor covenants that Lessee, on paying the applicable rent and performing the covenants herein contained, shall and may peacefully and quietly hold and enjoy the rights provided for in this Lease for the term hereof and subject to the provisions contained herein. Lessor makes no representations or warranties of the present or future suitability of the Tower Site Premises for the purposes stated herein as intended for use by Lessee. Except as to a claim of title superior to that of Lessor which would violate the covenant of quiet enjoyment set forth in this Paragraph, Lessor makes no representations or warranties whatsoever and Lessee accepts the rights and privileges set forth herein strictly on an "As Is" basis. Lessee agrees that this Lease shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may

now exist or hereafter be placed on or against the Tower Site Premises or on or against Lessor's interest or estate therein, all without the necessity of having further instruments executed by Lessee to effect such subordination.

23. Counterparts, Benefits and Alterations.

The Lease may be executed in two or more counterparts, and the counterparts shall constitute one and the same instrument. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns subject to any provisions of this Lease to the contrary. This Lease constitutes the entire understanding between the parties hereto and may not be modified, altered, terminated, or discharged orally, but only be an agreement in writing signed by both parties hereto.

24. Governing Law.

All questions regarding the validity, interpretation, performance and enforcement of the provisions of this Lease shall be governed by the Laws of the State of Oklahoma.

25. Notices.

Any and all notices, consents and other communications provided for herein shall be in writing and shall be deemed sufficiently given if given by registered or certified mail, with return receipt, which shall be addressing as follows:

in the case of Lessee, to:

KOSU
303 Paul Miller
Stillwater, OK 74078
Attention: Kelly Burley

and in the case of Lessee, to:

City of Guthrie
209 E. Springer Ave.
Guthrie, OK 73044
Attention: Eric Harlow

26. Entire Understanding, Modifications.

(a) This Lease constitutes the entire understanding of the parties concerning the subject matter thereof, and no modifications of this Lease shall be binding upon either party unless reduced to writing and signed by both parties.

(b) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(c) The captions of this Lease have been inserted for convenience only and are not to be construed as part of this Lease or in any way limiting the scope or intent of its provision.

IN WITNESS WHEREOF, Lessee and Lessee have caused this Lease to be executed in their respective corporate names and signed by their duly authorized corporate officers, all as of the day and year first above written.

LESSOR:
Oklahoma State University

LESSEE:
City of Guthrie

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Attach List of Equipment and

Attach sketch or survey of Tower Site Premises showing Lessee's Space on the Tower
and Lessee's Space within the Transmission Building.



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: March 5, 2013
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of submitting nomination(s) to serve on the Board of Trustees of the Oklahoma Municipal Assurance Group to fill the two positions expiring June 30, 2013.

Summary

The City of Guthrie has been notified by the Oklahoma Municipal Assurance Group (OMAG) of two positions expiring June 30, 2013 on the Board of Trustees of the Oklahoma Municipal Assurance Group. Each municipality that has adopted the Agreement Establishing the Oklahoma Municipal Assurance Group may nominate up to two candidates no later than March 16, 2013. Each nominee must be an elected or appointed official of an OMAG member municipality. The election will be conducted by mail ballot in May 2013.

Funding Expected: Revenue [], Expenditure [X] N/A
Budgeted: Yes [], No [X] N/A
Account Number: N/A, Amount: N/A
Legal Review: [X] N/A, Required [], Completed Date: []
Mayor's Appt.: Yes [], No [X]

Supporting documents attached

- Letter from Oklahoma Municipal Assurance Group
Notice of Election for Board of Trustees of the Oklahoma Municipal Assurance Group
2013 Nomination(s) Form

Recommendation

Nomination(s) to be determined by City Council

Action Needed: Public Hearing [], Motion [X], Emergency Clause []



TO: Clerk of Member Cities and Towns
of the Oklahoma Municipal Assurance Group

FROM: Patrick Parsons, Chief Executive Officer

DATE: February 13, 2013

SUBJECT: 2013 Notice of Trustees Election

Two (2) terms expire June 30, 2013, on the OMAG Board of Trustees. A **Notice of Election** for these positions is on the back of this page.

An **Official Nomination Form** has been enclosed to use if your city or town wishes to nominate qualified elected or appointed officials of any member municipality for election to the Board of Trustees. (See colored paper)

PLEASE BE ADVISED THAT FAILURE TO PROPERLY SUBMIT YOUR NOMINATION WILL INVALIDATE THE NOMINATION!

Your nomination must be returned no later than March 16, 2013, to the Oklahoma Municipal Assurance Group, 3650 S. Boulevard, Edmond, OK 73013-5581 by one of the methods noted on the Notice of Election on the back of this page.

(OVER FOR NOTICE OF ELECTION)

cc: Board of Trustees

3650 S. Boulevard
Edmond, Oklahoma
73013-5581
405/657-1400
800-234-9461
fax: 405/657-1401
www.omag.org

NOTICE OF ELECTION
FOR
BOARD OF TRUSTEES
OF THE
OKLAHOMA MUNICIPAL ASSURANCE GROUP

Notice is hereby given that two (2) positions on the Board of Trustees of the Oklahoma Municipal Assurance Group are to be filled by election to three-year terms commencing on July 1, 2013. The present office holders whose positions will expire are:

Mr. Michael Bailey, Finance Director/Clerk of the City of Bartlesville
Mr. John Sheppard, City Manager of the City of Walters

The remaining members on the Board of Trustees are:

Mr. Earl Burson, City Manager of the City of Harrah
Ms. Janice Cain, City Administrator of the City of Marlow
Ms. Pam Polk, City Manager of the City of Collinsville
Ms. Patti Shelite, Town Clerk/Treasurer of the Town of Fort Cobb
Mr. Craig Stephenson, City Manager of the City of Ponca City

Each municipality that has adopted the *Agreement Establishing the Oklahoma Municipal Assurance Group* may nominate up to two candidates on the attached nomination form. Nominations must be received by OMAG no later than March 16, 2013.

Each nominee must be an elected or appointed official of an OMAG-member municipality.

The election will be conducted by mail ballot in May. Only those candidates nominated by this process will appear on the election ballot.

PLEASE BE ADVISED THAT FAILURE TO PROPERLY SUBMIT YOUR NOMINATION WILL INVALIDATE THE NOMINATION! Your nomination must be:

- 1. Submitted on the attached form; and***
- 2. Signed by the Mayor; and***
- 3. Attested to by the City Clerk; and***
- 4. Returned to OMAG no later than March 16, 2013 by: (1) sending a facsimile of the form to OMAG at (405) 657-1401; (2) emailing the form to Karen Jones at kjones@omag.org; or (3) sending OMAG the form by certified mail.***

Please note that the biographical sketch for each nominee will appear on the ballot exactly as it is written on this form.

2013 NOMINATION(S) TO THE BOARD OF TRUSTEES OF
THE OKLAHOMA MUNICIPAL ASSURANCE GROUP

Name: _____ Title: _____

Municipality _____

Biographical sketch for ballot (not more than 50 words): _____

Name: _____ Title: _____

Municipality _____

Biographical sketch for ballot (not more than 50 words): _____

The above named person(s) are hereby nominated by the City/Town of _____ as
Candidate(s) for three-year terms on the Board of Trustees of the Oklahoma Municipal Assurance Group for terms commencing on July 1,
2013.

Signed: _____
Mayor

Attest: _____ Date: _____
Clerk



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: March 5, 2013
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of amending Section 8, Assignment and Subletting, of the Territorial Squares Square Dance Club Lease Agreement for use of the building commonly known as the Girl Scout Cabin.

Summary

The City of Guthrie has been notified of tenants living at the building commonly known as the Girl Scout Cabin. In Section 2 of the Territorial Squares Square Dance Club Lease Agreement, the premises shall be used for square dancing, square dancing lessons and related incidental purposes, and for no other purpose, except such as shall be from time to time permitted by the Lessor. In Section 8, Assignment and Subletting, the Lessee shall not assign, sublease or transfer this lease, nor any portion thereof, nor any interest herein without the prior written consent of the Lessor. The Lessee has at its own expense keep, maintain and taken good care of the premise and has made the agreed improvements within the last six years such as repainted the building outside and inside, re-gravel the road and provided landscaping to the property. The utilities are paid by the Lessee, the annual rental and the required insurance is current.

Funding Expected: Revenue [], Expenditure [X] N/A
Budgeted: Yes [], No [X] N/A
Account Number: N/A, Amount: N/A
Legal Review: [X] N/A, Required [], Completed Date:
Mayor's Appt.: Yes [], No [X]

Supporting documents attached

- Lease Agreement

Recommendation

Approve to amend Lease Agreement

Action Needed: Public Hearing [], Motion [X], Emergency Clause []

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 18th day of September, 2012, by and between the City of Guthrie, Oklahoma, a municipal corporation, hereinafter the "LESSOR", and TERRITORIAL SQUARES SQUARE DANCE CLUB, an Oklahoma not for profit corporation, hereinafter the "LESSEE".

WITNESSETH:

1. PREMISES:

- (a) That the LESSOR in consideration of the obligation of LESSEE to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereby rents and leases from LESSOR, the barracks building commonly known as the Girl Scout Cabin located on certain real property situated in Logan County, State of Oklahoma, more particularly described in "Exhibit A" attached hereto, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the premises and together with the other improvements situated or to be situated upon said premises, (the said real property, building and improvements being hereinafter referred to as the "Premises").
- (b) LESSOR reserves the right of ingress and egress in, to, on, over and across the Premises to inspect the condition of the Premises in a manner that will cause the least disruption to LESSEE's quiet enjoyment of the Premises.

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of October, 2012 (the "Commencement Date") and ending on the 30th day of September 2017, subject to termination as provided herein (the "Lease Term") and subject to renewals thereof for like terms upon not less than ninety (90) days prior written notice provided the LESSEE is in full compliance with the terms hereof including, but not limited to, payment of rent.

2. RENT:

LESSEE agrees to pay to LESSOR, without deduction or setoff, an annual rental for the Premises in the sum of \$150.00 for each year of the Lease Term payable in advance, for the demised premises described in Exhibit "A" attached hereto, payable at the LESSOR's address as shown in paragraph 17 (b) hereof (the "RENT"). The first of said annual installments shall be due and payable on the 1st day of October, 2012 and thereafter on the 1st day of October of each year of the Lease Term.

3. PURPOSE AND USE:

The premises shall be used for square dancing, square dancing lessons and related incidental purposes, and for no other purpose, except such as shall be from time to time permitted by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE's sole expense. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises.

In the event an entry gate is installed to limit access to the Premises, the LESSEE shall furnish at its own cost and expense, a padlock to be located upon the entry gate to the Premises, and a key(s) to the LESSOR.

4. REPAIRS AND MAINTENANCE:

LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto and shall suffer no waste or nuisance thereon. At the end of the Lease Term or upon other termination of this Lease, LESSEE shall suffer no waste or nuisance thereon. At the end of the Lease Term or upon other termination of this Lease, LESSEE shall deliver the Premises to LESSOR with all improvements thereon in good repair and conditions, reasonable wear and tear alone excepted.

5. ALTERATIONS:

(a) LESSEE shall not make any alterations, improvements, changes or additions made in or to such Premises without prior written consent of LESSOR.

(b) DISPOSITION OF IMPROVEMENTS: Any alterations, improvements, changes or additions made in or to such Premises shall, upon termination of this Lease, be the sole property of LESSOR, LESSEE waiving any all rights to compensation therefore, and LESSEE shall have only a leasehold interest therein, subject to the terms hereof.

(c) SCHEDULED REPAIRS AND IMPROVEMENTS: THE LESSEE agrees to make certain repairs and improvements to the Premises at its own cost within five (5) years of the Commencement Date of this Lease as follows:

1. Add more gravel to the parking area;

2. Remove the old trees that have fallen and/or are rotten;

6. INSPECTOIN:

LESSOR and LESSOR's employees, agents and appointed representatives shall have the right to enter and inspect the Premises at any reasonable time during the LESSOR's business hours (in emergencies, at all times) for the purpose of ascertaining the condition of the Premises. LESSOR and LESSOR's employees, agents and appointed representatives shall have the right to enter the Premises at any reasonable time within sixty (60) days prior to the expiration of this Lease Term or any renewal or extension thereof, and shall have the right to erect on the Premises a suitable sign(s) indicating that the Premises are available for lease.

7. UTILITIES:

LESSEE shall arrange and pay for any and all utilities furnished to the Premises including, but not limited to, water, gas, fuel, telephone, electricity, garbage and sewage.

8. ASSIGNMENT AND SUBLETTING:

LESSEE shall not assign, sublease or transfer this lease, nor any portion thereof, nor any interest herein without the prior written consent of LESSOR, as given by the City Manager, of the City of Guthrie, and a consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment, without such consent, shall be void, and shall, at the option of LESSOR terminate this lease. Neither this lease nor the leasehold estate of LESSEE hereunder in the demised premises, or any building or improvements thereon, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this Lease.

Upon the occurrence of an "Event of default" as hereinafter defined, if the Premises are then assigned or sublet, LESSOR, in addition to any other remedies provided by law, may at its option, collect directly from assignee or subtenant all rents that become due to LESSEE under such assignment or sublease and apply hereunder, and no such collection shall be construed to constitute a novation or release of LESSEE from the further performance of LESSEE's obligations hereunder. LESSOR shall have the right to assign the rents under this Lease, or the lease itself.

9. INSURANCE:

(a) LESSEE shall, at its expense, keep in effect during the term of this Lease the following insurance in standard form policies with an insurance company or companies authorized to do business in Oklahoma:

(1) Comprehensive public liability insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars for injury to or death to any one person and One Million Dollars (\$1,000,000.00) for any injury to or death to any number of persons in one occurrence upon or in connection with the use of the Premises.

(2) Comprehensive property damage insurance covering liability or damage from any occurrence occurring upon or in connection with the use of the Premises to all property in at least the sum of Twenty-Five Thousand (\$25,000.00) Dollars.

(b) LESSOR's right to pay premiums on behalf of LESSEE. All of the policies of insurance referred to in this section shall be written in a form satisfactory to LESSOR naming the LESSOR and THE GUTHRIE PUBLIC WORKS AUTHORITY as named insured parties, by insurance companies licensed to do business in the State of Oklahoma. LESSEE shall timely pay all the premiums therefore and deliver such policies, or a certificate thereof, to LESSOR, LESSOR shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefore, which premiums shall be repayable to LESSOR with the next installment of rental, and failure to repay the same shall carry with it the same consequences as failure to pay any installment of rental. The LESSEE shall provide to the LESSOR, a certificate of insurance on each succeeding anniversary of the commencement date. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LESSOR, that it will give to LESSOR thirty (30) days written notice before the policy or policies in question shall be altered or cancelled. LESSOR agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by LESSEE. The City Manager of the City of Guthrie may approve the policy of insurance as set forth in this paragraph for the LESSOR.

10. LIABILITY:

LESSOR shall not be liable to LESSEE or LESSEE's members, officers, employees, agents, patrons, invitees, or visitors or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause

whatsoever, and LESSEE agrees to indemnify the LESSOR, its employees, officials, officers and agents and hold it harmless from any and all loss, cost, demands, expense, suits, actions, judgments, liability or claims, including attorneys' fees, arising out of or related to any such damage of whatsoever kind or nature or injury; except injury to persons or damage to property, the sole cause of which is the gross negligence of LESSOR or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this Lease.

Upon the occurrence of an "event of default" as hereinafter defined, if the Premises are then assigned or sublet, LESSOR, in addition to any other remedies provided by law, may at its option, collect directly from assignee or subtenant all rents that become due to LESSEE under such assignment or sublease and apply hereunder, and no such collection shall be construed to constitute a novation or release of LESSEE from the further performance of LESSEE's obligations hereunder. LESSOR shall have the right to assign the rents under this Lease, or the lease itself.

11. HOLDING OVER:

If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is property of someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR harmless from all suits, actions, liability, loss, damages, and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

12. QUIET ENJOYMENT:

LESSOR represents and warrants that LESSEE, upon paying the rental herein set forth, shall peaceably and quietly have, hold, and enjoy the Premises for the terms hereof without hindrance or molestation from LESSOR, subject to the terms and provisions of this Lease.

13. EVENTS OF DEFAULT:

The following events shall be deemed to be events of default under this Lease:

- (A) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay for the insurance described in paragraph 9, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date such installment or reimbursement was due.

- (B) LESSEE shall become insolvent, or shall make transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- (C) LESSEE shall file, or have filed against it, a petition, voluntary or involuntary, under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt, a debtor in bankruptcy or insolvent in proceedings filed against LESSEE thereunder.
- (D) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.
- (E) LESSEE shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within fifteen (15) days after written notice thereof of LESSEE.
- (F) LESSEE shall fail to remain incorporated as an Oklahoma not for profit corporation or fail to perform any and all such acts as are required to remain so incorporated.

14. REMEDIES:

Upon the occurrence of any of such events of default as described in paragraph 13 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (A) Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may suffer as a result of termination of this Lease, including the expense of repossession, and any repairs or remodeling undertaken by LESSOR following repossession, and any repairs or remodeling undertaken by LESSOR following repossession.
- (B) Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.
- (C) Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution of any claim for damages therefore, and relet the Premises on such terms as

LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.

- (D) Without terminating this Lease, terminate LESSEE's right to possession of the Premises.
- (E) Without terminating this Lease or the LESSEE's rights to possession hereunder, enforce all of its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under the Lease.
- (F) LESSOR may perform for the account of LESSEE any term, covenant, or provision of the Lease that LESSEE has failed to perform.
- (G) Exercise any and all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

If LESSOR, at any time, is compelled to pay or elects to pay any sum of money to do any acts which would require the payment of any sum of money by reason of the failure to LESSEE to comply with any provision of this Lease, or if LESSOR is compelled to incur any expense, including reasonable attorneys' fees, in instituting, securing, or defending any action or proceeding instituted by reason of any default of LESSEE hereunder, the sum or sums so paid by LESSOR with all interest, costs, and damages, shall be deemed to be additional rent hereunder and shall be due from LESSEE to LESSOR on the first day of the month following the incurring of such respective expenses.

In the event LESSEE fails to pay any installment of rent hereunder as and when such installment is due, to help defray the additional costs of LESSOR for processing such late payments LESSEE shall pay to LESSOR on demand a late charge in an amount equal to five percent (5%) of such installment; and the failure to pay such amount within ten (10) days after demand therefore shall be an event of default hereunder. The provisions for such late charge shall be in addition to all of LESSOR's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting LESSEE's remedies in any manner.

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the term hereby granted shall be deemed a termination of this Lease or an

acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver of LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

15. LESSOR'S LIEN:

- (A) In addition to any statutory lien for rent in LESSOR's favor, LESSOR shall have and LESSEE hereby grants to LESSOR a continuing security interest for all rentals and other sums of money becoming due hereunder from LESSEE, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, and other personal property of LESSEE situated on the Premises, and such property shall not be removed therefrom without the written consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR hereunder shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to LESSEE. LESSEE hereby agrees to execute such financing statements and other instruments necessary or desirable, in LESSOR's discretion, to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereof.
- (B) LESSEE may not encumber in any manner its leasehold interest and estate in the demised premises or any improvements placed by LESSEE thereon without the written consent of LESSOR.

16. MECHANIC'S LIENS:

LESSEE shall have no authority, express or implied, to create or place any lien or encumbrance, of any kind or nature whatsoever, upon or in any manner, to bind the interest of LESSOR in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with LESSEE, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the

Premises or the improvements thereon and that it will save and hold LESSOR harmless from any and all cost, claims, demands, liability, suits, judgments or expenses based on or arising out of asserted claims or liens against the leasehold estate or against the right, title, and interest of the LESSOR in the Premises or under the terms of this Lease.

17. NOTICES:

Each provision of this instrument or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by LESSEE to LESSOR shall be deemed to be complied with, when and if the following steps are taken.

- (A) All rent and other payments required to be made by LESSEE to LESSOR hereunder shall be payable to LESSOR at the address hereinbelow set forth or at such other address as LESSOR may specify from time to time by written notice delivered in accordance herewith.
- (B) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, first class postage prepaid, by certified mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LESSOR:

Mayor and City Council
City of Guthrie, Oklahoma
%City Manager
P.O. Box 908
Guthrie, Oklahoma 73044

LESSEE:

Territorial Squares Square Dance Club
%Andy Turner
5555 West Industrial
Guthrie, Oklahoma 73044

If and when included within the term "LESSOR", as used in this instrument, there are more than one (1) person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to LESSOR; if and when included within the term "LESSEE", as used

in this instrument, there are more than one (1) person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to LESSEE. All parties included within the terms "LESSOR" and "LESSEE" respectively, shall be bound by notices given in accordance with the provision of this paragraph to the same effect as if each had received such notice.

18. NO WASTE OR DAMAGE:

LESSEE shall not commit any waste upon to do any damage to the Premises. LESSEE shall not use or permit the use of the Premises for any unlawful purpose or in violation of the City of Guthrie zoning laws. LESSEE shall not permit any rubbish, refuse, or garbage to accumulate or create a fire hazard in or about the Premises. In connection with its occupancy of the Premises, LESSEE shall not use the demised Premises in violation of any laws, ordinances, regulations or orders of any duly constituted authorities of the City, Country, State and Federal government. No storage of goods or merchandise shall be permitted except within the leased Premises. LESSOR has right to charge LESSEE (after giving written notice to LESSEE) for any expense LESSOR may incur to enforce the provisions of this paragraph.

19. ABANDONMENT:

LESSEE shall not vacate or abandon the Premises at any time during the Lease Term unless required to do so by duly authorized legal authority.

20. INDEMNIFICATION:

LESSEE agrees that it will protect the LESSOR and indemnify it against any and all penalties, damages, or charges imposed for any violation of any rules, regulations, statutes, laws or ordinances, occasioned by the neglect of LESSEE, and that LESSEE will, at all times, protect, indemnify, save, keep and hold harmless the LESSOR, its employees, officials, officers and agents against and from any and all loss, cost, damage, claims, suits, liability, judgments or expenses, arising out of or from the fault or negligence of LESSEE causing injury to any person or damage to property and will protect, indemnify, save, keep and hold harmless the LESSOR against and from any failure by LESSEE in any respect to comply with and perform all the requirements and provisions of this Lease. Provided, however, that LESSEE shall not be required to indemnify LESSOR for any damage, injury, loss, or expense arising as the result of LESSOR's gross negligence.

21. TAXES:

- (A) LESSEE agrees to pay, when due, all taxes and assessments levied or assessed, if any, as they become due, promptly and before delinquency.

22. LESSEE'S LIABILITY FOR RENT:

Time is hereby declared to be of the essence in this agreement as to payment of rentals herein provided and to payment of the rental installments when and as the same shall fall due. Time is further declared to be of the essence as to the performance of the conditions herein by the LESSEE and shall be conditions precedent to the right to continue this Lease. Upon the failure of the LESSEE to pay any installments of rent when the same shall become due or to keep and perform any covenants and conditions herein contained, the LESSOR, after fifteen (15) days notice from the date fixed for payment and performance may as its option immediately cancel and terminate this Lease under the provisions and in the manner provided for hereunder.

23. MISCELLANEOUS:

- (A) Words of any gender used in this lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural unless the text otherwise requires.
- (B) The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns, except as otherwise herein expressly provided.
- (C) The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this lease, nor in any way affect the interpretation of this Lease.
- (D) LESSEE agrees, from time to time, within (10) days after required of LESSOR, to deliver to LESSOR, or LESSEE's designee, an estoppel certificate stating that this lease is in full force and effect, the date to which rent has been paid, the unexpired term of this lease and such other matters pertaining to this Lease as may reasonably be requested by LESSOR.
- (E) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.
- (F) There shall be no merger of this Lease, nor of the leasehold estate created by it, with the fee estate in the Premises, by reason of the fact that this Lease, or the leasehold estate created by it, may be held,

directly, or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises.

- (G) LESSEE accepts this Lease subject and subordinate to any first mortgage, deed of trust, or other first lien presently existing or hereafter arising upon the Premises and to any renewals, refinancing, and extensions thereof, but LESSEE agrees that any such first mortgage shall have the right at any time to subordinate such mortgage, deed of trust, or other such lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. LESSOR is hereby irrevocably vested with full power and authority to hereby subordinate this Lease to any first mortgage, deed of trust, or other first lien now existing or hereinafter placed upon the Premises and LESSEE agrees, upon demand, to execute such further instruments subordinating this Lease or attorning to the holder of any liens as LESSOR may request. In the event that LESSEE should fail to promptly execute any instrument required herein when so requested, LESSEE hereby irrevocably constitutes LESSOR as its attorney-in-fact to execute any such instrument in LESSEE's name, place, and stead, it being agreed that such power is one coupled with an interest.
- (H) LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner, pledge its interest in this Lease as collateral for any indebtedness, whether in connection with the Premises or otherwise, without the written consent of the LESSOR.
- (I) LESSEE shall execute such attornment agreement to any mortgage of LESSOR as such mortgagee shall reasonably require within fifteen (15) days from such request; provided, however, that such attornment agreement(s) shall be reasonably satisfactory as to form and content to LESSOR.
- (J) The invalidity, or unenforceability in particular circumstances, of any provision of this Lease shall not extend beyond such provision or circumstance and no other provision hereof shall be affected.
- (K) The laws of the State of Oklahoma shall govern the interpretations, validity, performance, and enforcement of this Lease. If any provision of this should be held to be invalid or unenforceable, the validity and unenforceability of the remaining provisions of this Lease shall not be affected.

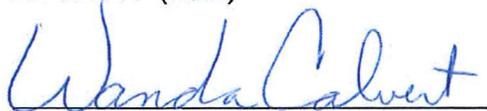
IN WITNESS WHEREOF, this agreement was executed by the parties hereto on the date and year first above written.

"LESSOR"

City of Guthrie, Oklahoma

by: 
Chuck Burtcher, Mayor

ATTEST: (Seal)


City Clerk

"LESSEE"

Territorial Squares Square Dance Club,
an Oklahoma not for profit corporation

by: 
Title: 

ATTEST: (Seal)


Secretary

EXHIBIT A

A tract of land situated in the Northeast Quarter (NE/4) of Section 9, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma; being more fully described as follows:

Beginning at a Point 33.0 feet West and 664.0 feet South of the Northeast Corner of said Section 9; thence West 600 feet; thence South 300 feet; thence East 600 feet; thence North 300 feet to the Point of Beginning, containing 4.13 acres more or less.