CITY OF GUTHRIE OKLAHOMA

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 19, 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 March 5, 2013 3
   B. Consider approval of Claims 5
   C. Consider approval of declaring a 1994 Chevrolet 2500 Pickup Truck in the Line Maintenance Department as surplus property due to age and cost to repair and allow for disposal in a way that is most advantageous to the City of Guthrie 13
   D. Consider approval of Modification of Contract for Collection and Disposal of Trash and Garbage with Waste Connection for 4310 Davis Road and 4314 Davis Road 15
   E. Consider approval of an Agreement with DHH for collection and disposal of trash for 4310 Davis Road and 4314 Davis Road 17
   F. Consider approval of declaring Good Friday an official City Holiday 20
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 March 5, 2013 22
   B. Consider approval of minutes of the Regular City Council Meeting held on March 5, 2013 24
   C. Consider approval of Claims (see page 5) 27
   D. Consider approval of declaring a 1982 GMC Top-Kick 10 Wheel Dump Truck in the Street Department surplus property due to age and availability of replacement parts and allow for disposal in a way that is most advantageous to the City of Guthrie 28
   E. Consider approval of the Independent Contractor Agreement with Sidney Brown as the City of Guthrie Associate Municipal Judge 30
   F. Consider approval of the Independent Contractor Agreement with Brian Pierson as the City of Guthrie Alternate Municipal Judge 32
   G. Consider approval of declaring Good Friday an official City Holiday 34

3. Consider approval of declaring Total Investment Company in breach of its Airport Construction Contract, AIP Project No. 3-40-0036-012-2012 and authorizing the City Attorney to pursue all legal remedies including action against the Performance Bond Company ..... .35
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 ..... .40
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 15, 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

March 5, 2013

The regular meeting of the Guthrie Public Works Authority was posted on Friday, March 1, 2013 before 5:00 p.m. and held March 5, 2013 in the Guthrie City Hall Council Chambers.

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

Pledge of Allegiance was led by Vice Chairman Trey Ayers.

Vice Chairman Trey Ayers called the meeting to order at 7:03 p.m.

Members Present:	Trey Ayers	Mary Coffin	Gaylord Z. Thomas
	John Wood	Sheri Mueller	Patty Hazlewood
Members Absent:	Chuck Burtcher		
Staff Present:	Sereniah Breland	Randel Shadid	Wanda Calvert
	Aaron Ryburn	Jim Ahlgren	

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

Community Announcements and Recognitions. None.

Consent Agenda. Motion by Trustee Thomas, seconded by Trustee Wood, 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 19, 2013.

B. Consider approval of claims:

GPWA Fund:	Claims	$136,903.02
CMOM Fund:	Claims	$ 750.00
Utility Deposits Fund:	Claims	$ 150.64
	Total Claims:	$137,803.66

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

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

Vice Chairman Ayers declared the motion carried unanimously.

Adjourn. There being no further business for the Guthrie Public Works Authority Trustees, Vice Chairman Ayers declared the meeting adjourned at 7:04 p.m.

Wanda Calvert, City Clerk

Trey Ayers, Vice Chairman

CITY OF GUTHRIE

CLAIMS

March 19, 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

City of Guthrie
A/P Claims List
from 2/28/2013 to 2/28/2013

Invoice #	Vendor	Description	Account	Cost
PR3705-1	AETNA - MIDDLETOWN 22051		01-00-00-2031	$99.63
PR3709-1	AETNA - MIDDLETOWN 22051		01-00-00-2031	$111.95
PR3705-1	AETNA HEALTHCARE 22795		01-00-00-2031	$2,349.47
PR3709-1	AETNA HEALTHCARE 22795		01-00-00-2031	$2,349.47
PR3705-1	AETNA - MIDDLETOWN 22051		01-00-00-2032	$194.06
PR3709-1	AETNA - MIDDLETOWN 22051		01-00-00-2032	$190.93
PR3705-1	AETNA HEALTHCARE 22795		01-00-00-2032	$11,607.08
PR3709-1	AETNA HEALTHCARE 22795		01-00-00-2032	$10,000.36
PR3705-1	AETNA HEALTHCARE 22795		01-00-00-2033	$22.72
PR3709-1	AETNA HEALTHCARE 22795		01-00-00-2033	$22.72
PR3705-1	DELTA DENTAL (20570)		01-00-00-2033	$1,578.36
PR3709-1	DELTA DENTAL (20570)		01-00-00-2033	$670.24
PR3705-1	AETNA HEALTHCARE 22795		01-00-00-2034	$262.22
PR3709-1	AETNA HEALTHCARE 22795		01-00-00-2034	$262.22
PR3705-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2062	$53.13
PR3709-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2062	$204.36
PR3705-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2063	$60.94
PR3709-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2063	$60.94
		Total		**$30,100.80**
		Total		**$30,100.80**
		Total GENERAL FUND		**$30,100.80**
PR3705-1	AETNA - MIDDLETOWN 22051		09-00-00-2031	$6.00
PR3709-1	AETNA - MIDDLETOWN 22051		09-00-00-2031	$6.00
PR3705-1	AETNA HEALTHCARE 22795		09-00-00-2031	$601.74
PR3709-1	AETNA HEALTHCARE 22795		09-00-00-2031	$601.74
PR3705-1	AETNA - MIDDLETOWN 22051		09-00-00-2032	$78.25
PR3709-1	AETNA - MIDDLETOWN 22051		09-00-00-2032	$75.12
PR3705-1	AETNA HEALTHCARE 22795		09-00-00-2032	$4,310.50
PR3709-1	AETNA HEALTHCARE 22795		09-00-00-2032	$4,138.08
PR3705-1	DELTA DENTAL (20570)		09-00-00-2033	$284.00
PR3709-1	DELTA DENTAL (20570)		09-00-00-2033	$272.64
PR3705-1	AETNA HEALTHCARE 22795		09-00-00-2034	$138.49
PR3709-1	AETNA HEALTHCARE 22795		09-00-00-2034	$138.49
PR3705-1	DELTA DENTAL (20570)		09-00-00-2034	$26.11
PR3709-1	DELTA DENTAL (20570)		09-00-00-2034	$26.11
PR3705-1	Y.M.C.A. OF GUTHRIE OKLAHOM		09-00-00-2062	$25.86
PR3709-1	Y.M.C.A. OF GUTHRIE OKLAHOM		09-00-00-2062	$25.86
		Total		**$10,754.99**
		Total		**$10,754.99**
		Total FIRE/EMS FUND		**$10,754.99**
PR3705-2	AETNA - MIDDLETOWN 22051		20-00-00-2031	$32.50
PR3709-2	AETNA - MIDDLETOWN 22051		20-00-00-2031	$32.50
PR3705-2	AETNA HEALTHCARE 22795		20-00-00-2031	$367.51
PR3709-2	AETNA HEALTHCARE 22795		20-00-00-2031	$251.99
PR3705-2	AETNA - MIDDLETOWN 22051		20-00-00-2032	$62.60
PR3709-2	AETNA - MIDDLETOWN 22051		20-00-00-2032	$62.60
PR3705-2	AETNA HEALTHCARE 22795		20-00-00-2032	$3,448.40

City of Guthrie
A/P Claims List
from 2/28/2013 to 2/28/2013

Invoice #	Vendor	Description	Account	Cost
PR3709-2	AETNA HEALTHCARE 22795		20-00-00-2032	$3,448.40
PR3705-2	DELTA DENTAL (20570)		20-00-00-2033	$227.20
PR3709-2	DELTA DENTAL (20570)		20-00-00-2033	$227.20
PR3705-2	AETNA HEALTHCARE 22795		20-00-00-2034	$63.57
PR3709-2	AETNA HEALTHCARE 22795		20-00-00-2034	$63.57
PR3705-2	DELTA DENTAL (20570)		20-00-00-2034	$22.70
PR3709-2	DELTA DENTAL (20570)		20-00-00-2034	$22.70
PR3705-2	Y.M.C.A. OF GUTHRIE OKLAHOM		20-00-00-2062	$31.30
PR3709-2	Y.M.C.A. OF GUTHRIE OKLAHOM		20-00-00-2062	$31.30
PR3705-2	Y.M.C.A. OF GUTHRIE OKLAHOM		20-00-00-2063	$13.06
PR3709-2	Y.M.C.A. OF GUTHRIE OKLAHOM		20-00-00-2063	$13.06
		Total		**$8,422.16**
		Total		**$8,422.16**
		Total GPWA OPERATING FUND		**$8,422.16**
PR3705-1	AETNA - MIDDLETOWN 22051		98-00-00-2032	$3.13
PR3709-1	AETNA - MIDDLETOWN 22051		98-00-00-2032	$3.13
PR3705-1	AETNA HEALTHCARE 22795		98-00-00-2032	$172.42
PR3709-1	AETNA HEALTHCARE 22795		98-00-00-2032	$172.42
PR3705-1	DELTA DENTAL (20570)		98-00-00-2033	$11.36
PR3709-1	DELTA DENTAL (20570)		98-00-00-2033	$11.36
		Total		**$373.82**
		Total		**$373.82**
		Total AIRPORT FUND		**$373.82**
		Total All Funds		**$49,651.77**

City of Guthrie 3/11/2013 4:30pm
A/P Claims List
from 3/11/2013 to 3/11/2013

Invoice #	Vendor	Description	Account	Cost
FEBRUARY	C.L.E.E.T. (125)	Municipal Court Collection for CLEET	01-00-00-2012	$1,230.96
AFIS FEB 2013	O.S.B.I. (820)	Municipal Court Collection OSBI/AFIS Fees	01-00-00-2012	$683.88
FORENSIC FEB	O.S.B.I. (820)	Municipal Court Collection OSBI/AFIS Fees	01-00-00-2012	$660.25
FEB 2013	OKLAHOMA UNIFORM BLDG	Permit Collection Fees 2012-2013	01-00-00-2013	$88.00
2034316	BARNHILL ELECTRIC 22944	Prepaid Credit Account Refund from the	01-00-00-2016	$25.00
2034310	BESTWAY MECHANICAL 22941	Prepaid Credit Account Refund from the	01-00-00-2016	$100.00
2034311	CHARLIES ELECTRIC INC. 97	Prepaid Credit Account Refund from	01-00-00-2016	$196.48
2034317	CLEARWATER PLUMBING	Prepaid Credit Account Refund from the	01-00-00-2016	$100.00
2034319	MUSTANG ELECTRIC 22947	Prepaid Credit Account Refund from the	01-00-00-2016	$48.40
2034315	TNT MECHANICAL 22943	Prepaid Credit Account Refund from the	01-00-00-2016	$46.00
2034318	TRIB-PLUMBING 22946	Prepaid Credit Account Refund from the	01-00-00-2016	$15.00
2034314	TINA WILKERSON 22942	Refund Animal Bond Adoption No. 1246	01-00-00-2017	$25.00
2034320	OKLAHOMA DEPARTMENT OF	Child Passenger Restraint System Collections	01-00-00-5497	$50.00
		Total		**$3,268.97**
		Total		**$3,268.97**
7161	CRAWFORD &	Professional Services-Accounting and	01-01-00-6330	$19,627.14
PRE ELECTION	LOGAN COUNTY ELECTION	April 2, 2013 Election for Mayor and	01-01-00-6338	$2,671.12
		Total		**$22,298.26**
		Total GENERAL GOVERNMENT		**$22,298.26**
DEC/JAN/FEB	LOGAN COMMUNITY SERVICES,	Logan Community Services	01-07-70-6345	$375.00
		Total POLICE ADMINISTRATION		**$375.00**
		Total POLICE		**$375.00**
MARCH 2013	RURAL WATER DISTRICT	Coltrane, Mitchal Park and RV Park	01-15-11-6112	$66.00
		Total PARKS		**$66.00**
		Total PARKS & PUBLIC GROUNDS		**$66.00**
		Total GENERAL FUND		**$26,008.23**
JANUARY 2013	DHH DISPOSAL 22381	Sanitation Service	20-21-00-6348	$157.50
		Total		**$157.50**
		Total PUBLIC WORKS GENERAL		**$157.50**
FEBRUARY	JAYLENE SMITH	Mileage FY 2012-2013	20-22-00-6047	$31.64
		Total		**$31.64**
		Total PUBLIC WORKS ADMINISTRATION		**$31.64**
FEBRUARY	BURRELL INC. (21286)	60	20-28-00-6054	$2,316.60
		Total		**$2,316.60**
		Total METER DEPARTMENT		**$2,316.60**
		Total GPWA OPERATING FUND		**$2,505.74**
#ORF-01-0013-DWOKLA WATER RESOURCES/WTP		Semi Annual Payment #ORF-08-0009-	50-50-00-6714	$353,231.24
		Total		**$353,231.24**
		Total WATER TREATMENT PLANT IMPROVEMENT		**$353,231.24**
		Total WATER TREATMENT PLANT FUND		**$353,231.24**
#ORF-01-0013-DWOKLA WATER RESOURCES/		Waterline Projects Semi Annual Payment	54-55-23-6714	$85,934.15

A/P Claims List

from 3/11/2013 to 3/11/2013

Invoice #	Vendor	Description	Account	Cost
		Total PURCHASING/ACCOUNTS PAYABLE		**$85,934.15**
#ORF-01-0013-D	WOKLA WATER RESOURCES/	Digester Semi Annual Payment # ORF-02-	54-55-24-6714	$19,286.34
		Total HUMAN RESOURCES		**$19,286.34**
		Total INFRASTRUCTURE		**$105,220.49**
		Total CAPITAL PROJECTS		**$105,220.49**
#ORF-10-0008-C	WOKLA WATER RESOURCES/	CMOM Project Semi-Annual Payment	55-55-00-6714	$147,849.78
		Total		**$147,849.78**
		Total INFRASTRUCTURE		**$147,849.78**
		Total CMOM Fee		**$147,849.78**
01-011621-010	Utility Refund/Deposit		71-00-00-5555	$27.85
02-020211-006	Utility Refund/Deposit		71-00-00-5555	$241.46
08-080470-007	Utility Refund/Deposit		71-00-00-5555	$11.72
08-082190-003	Utility Refund/Deposit		71-00-00-5555	$181.35
10-103220-016	Utility Refund/Deposit		71-00-00-5555	$25.20
12-123640-011	Utility Refund/Deposit		71-00-00-5555	$1.35
12-123881-003	Utility Refund/Deposit		71-00-00-5555	$3.77
14-142221-006	Utility Refund/Deposit		71-00-00-5555	$1.00
14-143740-003	Utility Refund/Deposit		71-00-00-5555	$159.58
99-196198-001	Utility Refund/Deposit		71-00-00-5555	$63.34
		Total		**$716.62**
		Total		**$716.62**
		Total UTILITY DEPOSIT FUND		**$716.62**
		Total All Funds		**$635,532.10**

City of Guthrie
A/P Claims List
from 3/12/2013 to 3/12/2013

Invoice #	Vendor	Description	Account	Cost
2034330	ACTION PLUMBING 22950	Inactive prepaid account refund form the Plan	01-00-00-2016	$0.50
2034326	AIRE-TECH(1326)	Prepaid credit account refund from the Planni	01-00-00-2016	$30.00
2034335	DISCOVERY CONSTRUCTION 22	Inactive prepaid account refund from the Plan	01-00-00-2016	$247.17
2034329	G & A ELECTRIC 22949	Prepaid credit account refund from the Planni	01-00-00-2016	$50.00
2034327	GODDARD ENTERPRISES (798)	Inactive prepaid account refund from the Plan	01-00-00-2016	$10.00
2034332	GREGORY'S SERVICE EXPERTS	Inactive prepaid account refund from the Plan	01-00-00-2016	$95.50
2034333	HOPE PLUMBING 22953	Inactive prepaid account refund from the Plan	01-00-00-2016	$42.00
2034328	HURLEY PLUMBING 267	Inactive prepaid acount refund from the Plann	01-00-00-2016	$4.50
2034331	ONE HOUR HEAT AND AIR 2295	Inactive prepaid account refund form the Plan	01-00-00-2016	$129.50
2034334	SHAMROCK PLUMBING 22954	Inactive prepaid account refund from the Plan	01-00-00-2016	$25.00
		Total		**$634.17**
		Total		**$634.17**
002126	SAM'S CLUB DIRECT COMMERCI	Supplies	01-01-00-6100	$244.71
000650	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	$2.40
002126	SAM'S CLUB DIRECT COMMERCI	Supplies	01-01-00-6103	$194.54
002126	SAM'S CLUB DIRECT COMMERCI	Supplies	01-01-00-6114	$265.86
NP37392967	FLEETCOR TECHNOLOGIES (219	Guthrie Housing Authority	01-01-00-6118	$130.17
MARCH 2013	AT&T LONG DISTANCE (21268)	Monthly Long Distance Billing	01-01-00-6301	$185.57
MARCH 2013	OKLAHOMA NATURAL GAS COM	Natural Gas Monthly Billing	01-01-00-6307	$4,508.70
		Total		**$5,531.95**
		Total GENERAL GOVERNMENT		**$5,531.95**
MARCH 2013	RANDEL C. SHADID (20656)	Postage - Reimbursement, etc.	01-02-20-6054	$111.04
		Total CITY MANAGER		**$111.04**
NP37392967	FLEETCOR TECHNOLOGIES (219	Building Services	01-02-25-6118	$185.06
		Total BUILDING SERVICES		**$185.06**
		Total ADMINISTRATION		**$296.10**
NP37392967	FLEETCOR TECHNOLOGIES (219	Community Development	01-05-50-6118	$46.59
		Total COMMUNITY DEVELOPMENT		**$46.59**
NP37392967	FLEETCOR TECHNOLOGIES (219	Code Compliance	01-05-51-6118	$0.00
449	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	$680.00
453	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	$46.00
		Total CODE COMPLIANCE		**$726.00**
190	LOGAN CO. ECON. DEV. COUNCI	Logan County Economic Development Quarte	01-05-53-6054	$4,500.00
		Total ECONOMIC DEVELOPMENT		**$4,500.00**
		Total PLANNING		**$5,272.59**
002126	SAM'S CLUB DIRECT COMMERCI	Supplies	01-07-70-6114	$465.50
NP37392967	FLEETCOR TECHNOLOGIES (219	Police Administration	01-07-70-6118	$4,638.02
000593	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	$9.00
000642	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	$21.60
000643	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	$12.00
000646	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	$6.60
		Total POLICE ADMINISTRATION		**$5,152.72**
		Total POLICE		**$5,152.72**
NP37392967	FLEETCOR TECHNOLOGIES (219	Street Maintenance	01-12-00-6118	$1,938.38

City of Guthrie
A/P Claims List
from 3/12/2013 to 3/12/2013

Invoice #	Vendor	Description	Account	Cost
		Total		**$1,938.38**
		Total STREET		**$1,938.38**
NP37392967	FLEETCOR TECHNOLOGIES (219	Fleet Maintenance	01-14-00-6118	$62.56
		Total		**$62.56**
MARCH 2013 G	SHINEY BAYS (22581)	GPWA Car Wash	01-14-41-6116	$32.00
		Total FLEET MAINTENANCE		**$32.00**
		Total FLEET MAINTENANCE		**$94.56**
374346	GOOCH-SMITH ELECTRIC(1279)	Electrical Repairs	01-15-11-6112	$75.00
3060	PONDS RX 22643	POND SERVICES FOR HIGHLAND PARK	01-15-11-6112	$169.00
NP37392967	FLEETCOR TECHNOLOGIES (219	Parks Maintenance	01-15-11-6118	$906.48
		Total PARKS		**$1,150.48**
		Total PARKS & PUBLIC GROUNDS		**$1,150.48**
		Total GENERAL FUND		**$20,070.95**
002126	SAM'S CLUB DIRECT COMMERCI	Supplies	09-09-90-6114	$36.98
002126	SAM'S CLUB DIRECT COMMERCI	Supplies	09-09-90-6114	$0.00
NP37392967	FLEETCOR TECHNOLOGIES (219	Suppression	09-09-90-6118	$807.71
		Total SUPPRESSION		**$844.69**
NP37392967	FLEETCOR TECHNOLOGIES (219	EMS	09-09-92-6118	$2,262.11
1001	TIGAR PHYSICIAN STAFFING 2	MEDICAL DIRECTOR SERVICES THROUG	09-09-92-6373	$400.00
		Total EMS		**$2,662.11**
NP37392967	FLEETCOR TECHNOLOGIES (219	Fire Prevention	09-09-96-6118	$479.27
		Total PREVENTION		**$479.27**
		Total FIRE		**$3,986.07**
		Total FIRE/EMS FUND		**$3,986.07**
002126	SAM'S CLUB DIRECT COMMERCI	Supplies	20-21-00-6114	$23.96
MARCH 2013	AT&T LONG DISTANCE (21268)	Monthly Long Distance Billing	20-21-00-6301	$185.57
MARCH 2013	OKLAHOMA NATURAL GAS COM	Natural Gas Monthly Billing	20-21-00-6307	$2,498.20
2023676	MYERS ENGINEERING CORPOR	Sewer and Water Wall Maps for City Manager	20-21-00-6373	$531.25
		Total		**$3,238.98**
		Total PUBLIC WORKS GENERAL		**$3,238.98**
1038	MID AMERICA HYDRO TECH (211	Water Treatment Plant Chemicals	20-23-00-6104	$16,109.80
96539	SOUTHWEST CHEMICAL (20977)	Water Treatment Plant Chemicals	20-23-00-6104	$1,650.00
96570	SOUTHWEST CHEMICAL (20977)	Water Treatment Plant Chemicals	20-23-00-6104	$675.00
NP37392967	FLEETCOR TECHNOLOGIES (219	Water Treatment Plant	20-23-00-6118	$106.31
		Total		**$18,541.11**
		Total WATER PLANT		**$18,541.11**
NP37392967	FLEETCOR TECHNOLOGIES (219	Waste Water Treatment Plant	20-24-00-6118	$350.06
		Total		**$350.06**
		Total WASTE WATER TREATMENT PLANT		**$350.06**
NP37392967	FLEETCOR TECHNOLOGIES (219	Convenience Center	20-26-00-6118	$87.74

City of Guthrie
A/P Claims List
from 3/12/2013 to 3/12/2013

Invoice #	Vendor	Description	Account	Cost
		Total		**$87.74**
		Total CONVENIENCE CENTER		**$87.74**
NP37392967	FLEETCOR TECHNOLOGIES (219	Line Maintenance	20-27-00-6118	$2,255.75
		Total		**$2,255.75**
		Total LINE MAINTENANCE		**$2,255.75**
NP37392967	FLEETCOR TECHNOLOGIES (219	Meter Department	20-28-00-6118	$631.95
		Total		**$631.95**
		Total METER DEPARTMENT		**$631.95**
		Total GPWA OPERATING FUND		**$25,105.59**
2034336	DAVID OBERHELMAN 22878	Presenter Honorarium and Mileage for LTAIO	30-30-06-6541	$186.63
002126	SAM'S CLUB DIRECT COMMERCI	Supplies	30-30-06-6541	$49.68
		Total LIBRARY		**$236.31**
		Total GRANTS		**$236.31**
		Total GRANTS FUND		**$236.31**
NP37392967	FLEETCOR TECHNOLOGIES (219	Guthrie-Edmond Regional Airport	98-98-00-6118	$70.95
MARCH 2013	AT&T LONG DISTANCE (21268)	Monthly Long Distance Billing	98-98-00-6301	$10.15
		Total		**$81.10**
2023607	MYERS ENGINEERING CORPOR	Engineering Services Water and Sanitary Ser	98-98-95-6373	$1,105.00
		Total UTILITIES COMMERCIAL HANGARS		**$1,105.00**
		Total AIRPORT FUND		**$1,186.10**
		Total AIRPORT FUND		**$1,186.10**
		Total All Funds		**$50,585.02**

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
____ City Council
_X_ GPWA
____ Other: _____

Date of Meeting
March 19, 2013

Contact
Maxine Pruitt
Municipal Services Director

Agenda Item

Consider approval of declaring a 1994 Chevrolet 2500 pickup truck in the Line Maintenance Department as surplus property due to age and cost to repair and allow for disposal in a way that is most advantageous to the City of Guthrie.

Summary

Vehicle No. 229, a 1994 Chevrolet 2500 pickup truck used in the Meter Division of the Line Maintenance Department was purchased new and put in service March 1, 1994. This pickup is 19 years old and has over 278,950 miles. The average maintenance cost over the past 15 years has been $1,026 per year, totaling $15,395. The transmission is bad, the engine is weak and the cab and body is loose. The vehicle is no longer worth the cost to replace or repair the transmission and engine.

Funding Expected _X_ Revenue ____ Expenditure _X_ N/A

Budgeted ____ Yes ____ No _X_ N/A

Account Number 00-00-00-0000 **Amount** $0.00

Legal Review ____ N/A ____ Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Fixed Asset Transaction Form

Recommendation
Approve a 1994 Chevrolet 2500 pickup truck as surplus property.

Action Needed ____ Public Hearing _X_ Motion ____ Emergency Clause

FORM 2
CITY OF GUTHRIE/GUTHRIE PUBLIC WORKS AUTHORITY
FIXED ASSET TRANSACTION FORM

DATE: 3/8/2013

DEPARTMENT: Meter Truck #229

ASSET DESCRIPTION
1994 Chevrolet 2500 pickup

HP: Engine Size:

Dump Truck: Cubic Yds: Bucket Size: Cubic Yds:

SERIAL OR VIN NUMBER: 1GCGC24K8RE190210

COST: DATE ITEM RECEIVED: 3/1/1994

PO NUMBER ISSUED FOR THIS PURCHASE:

ASSET NUMBER ASSIGNED: (for new purchases only)

LOCATION WHERE THIS ASSET WILL BE KEPT:

****

ACTION TAKEN

X RETIREMENT

___ DONATED OR CONTRIBUTION

___ OTHER DISPOSAL

___ OTHER ADDITION

___ TRANSFER IN FROM

___ TRANSFER OUT TO

EXPLANATION OF ACTION TAKEN:

Vehicle is 19 years old. Mileage is 278,950. Average maintenance costs for the past 15 years have been $1,026 per year. Transmission is bad, engine is getting weak, cab & body are loose. The vehicle is no longer worth the cost to replace or repair the transmission and engine.

Asset Number 229 (Only use for assets retired, transferred or otherwise disposed of)

Marine Pruitt
Department Head Signature

NOTE: RETURN THIS FORM TO THE PURCHASING OFFICE WHEN COMPLETE

Rev. 8/08/2008

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
____ City Council _X_ GPWA ____ Other: _____	March 19, 2013	Wanda Calvert City Clerk/Treasurer

Agenda Item
Consider approval of Modification of Contract for Collection and Disposal of Trash and Garbage with Waste Connections for 4310 Davis Road and 4314 Davis Road.

Summary
In 2004 the Guthrie Public Works Authority and Waste Connections entered into an Agreement regarding the collection and disposal of trash and garbage for individuals living within the Guthrie City limits. Waste Connections Agreement was renewed on September 1, 2009 to expire August 30, 2014. The road to 4310 Davis Road and 4314 Davis Road is a dirt road and is impassable for the Waste Connections' trucks when the road is muddy. In order for the two addresses to receive weekly service, the City is requesting to make a minor modification to the Agreement with Waste Connections to allow the Guthrie Public Works Authority to contract with another trash hauler to provide said service. This modification is done as an accommodation to allow for small collection vehicles to provide service.

Funding Expected ____ Revenue ____ Expenditure _X_ N/A

Budgeted ____ Yes ____ No _X_ N/A

Account Number 20-21-00-6348 **Amount** Reduction of $35/month or $420/year

Legal Review ____ N/A _X_ Required Completed Date: 03-04-2013

Mayor's Appt. ____ Yes _X_ No

Supporting documents attached
- Modification of Contract for Collection and Disposal of Trash and Garbage

Recommendation
Approve the Modification of Contract with Waste Connections

Action Needed ____ Public Hearing _X_ Motion ____ Emergency Clause

MODIFICATION OF CONTRACT FOR
COLLECTION AND DISPOSAL OF TRASH
AND GARBAGE IN GUTHRIE, OKLAHOMA

WHEREAS, Guthrie Public Works Authority (GPWA) and Waste Connections of Oklahoma, Inc. (Contractor) entered into an Agreement dated May 4, 2004 and Renewal of Contract dated September 1, 2009, regarding the collection and disposal of trash and garbage and bulky waste; and

WHEREAS, the parties desire to make a minor modification to said contract whereby the Contractor will not be responsible for picking up trash and garbage or bulky waste for 4310 Davis Road and 4314 Davis Road in Guthrie, Oklahoma.

GPWA will be allowed to contract with another trash hauler and disposer for curbside trash and garbage and bulky waste collection for 4310 Davis Road and 4314 Davis Road in Guthrie, Oklahoma. GPWA will handle the billing collection for the services for the two mentioned addresses on Davis Road with the Contractor who is only authorized to provide service to this one street.

This modification is done as an accommodation to allow for smaller collection vehicles to service 4310 Davis Road and 4314 Davis Road.

The balance of the May 4, 2004 Agreement and the September 1, 2009 Renewal of Contract remains in full force and effect.

Executed this 19th day of March, 2013.

GUTHRIE PUBLIC WORKS AUTHORITY

By:_____
Chairman

WASTE CONNECTIONS OF OKLAHOMA, INC.

By:_____
Tom Michaels
Contract Manager

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
____ City Council _X_ GPWA ____ Other: _____	March 19, 2013	Wanda Calvert City Clerk/Treasurer

Agenda Item
Consider approval of an Agreement with DHH for collection and disposal of trash for 4310 Davis Road and 4314 Davis Road.

Summary
The Guthrie Public Works Authority Trustees modified the existing agreement with Waste Connections to allow GPWA to contract with another provider for disposal of trash and garbage for the individuals living at 4310 Davis Road and 4314 Davis Road. The proposed agreement is authorizing DHH to provide trash and garbage collections for the two mentioned addresses on Davis Road with once a week curbside service and to provide door side service if requested by the customer. DHH agrees to use a small collection vehicle so as not to damage the street and to comply with all Oklahoma statues, rules and regulations dealing with the collection and disposal of trash or garbage.

Funding Expected ____ Revenue _X_ Expenditure ____ N/A

Budgeted _X_ Yes ____ No ____ N/A

Account Number 20-21-00-6348 **Amount** $35/month or $420/year

Legal Review ____ N/A _X_ Required Completed Date: 02-28-2013

Mayor's Appt. ____ Yes _X_ No

Supporting documents attached
- Agreement

Recommendation
Approve the Agreement with DHH

Action Needed ____ Public Hearing _X_ Motion ____ Emergency Clause

AGREEMENT WITH DHH FOR COLLECTION
AND DISPOSAL OF TRASH AND GARBAGE ON
DAVIS ROAD, GUTHRIE, OKLAHOMA

WHEREAS, Guthrie Public Works Authority (GPWA) desires to retain DHH (Contractor) to pick up trash and garbage and dispose of same for the houses located at 4310 Davis Road and 4314 Davis Road in Guthrie, Logan County, Oklahoma, only; and

WHEREAS, Contractor desires to enter into this agreement to pick up trash and garbage and dispose of same for two locations on Davis Road in Guthrie, Oklahoma, only:

THE parties do agree that beginning on the 20th day of March, 2013, DHH will pick up trash and garbage once a week at curbside at 4310 Davis Road and 4314 Davis Road in Guthrie, Oklahoma. Contractor further agrees that if the resident at the two locations mentioned desires door-side service the Contractor will provide service at the front of the home.

Contractor further agrees to use a small collection vehicle so as not to damage the street.

GPWA will pay Contractor the sum of $17.50 per home per month for each home that has contracted with the City of Guthrie or Guthrie Public Works Authority for trash service understanding that under Guthrie ordinance each resident is required to enter into said contract.

Contractor will pick up garbage at each residential structure located at 4310 Davis Road and 4314 Davis Road as instructed by the Guthrie City Manager or the Manager's designee.

The Contractor will send a statement to the GPWA, care of City Manager, monthly and said statement shall be paid within thirty (30) days of receipt upon approval of the claim by the GPWA.

This agreement may be terminated by either party upon thirty (30) days written notice to the other party.

The Contractor understands that it has no right to pick up and dispose of trash and garbage within the city limits of the City of Guthrie, Oklahoma, other than the two locations on Davis Road unless there is a written agreement between GPWA and the Contractor.

The Contractor agrees to comply with all Oklahoma statutes, rules and regulations dealing with the pick up and disposal of trash or garbage and indemnify GPWA for any losses incurred as a result of violation of same.

The Contractor is an independent contractor and is not an employee of the City of Guthrie or the Guthrie Public Works Authority and this agreement does not establish a partnership or joint venture but the parties acknowledge and recognize that Contractor is operating as an independent contractor.

Executed this _____ day of _____, 2013.

GUTHRIE PUBLIC WORKS AUTHORITY

By:_____
Chairman

By:_____
Dave Countess

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	March 19, 2013	Jim Ahlgren
X GPWA		Human Resources
____ Other: _____		Director

Agenda Item
Consider approval of declaring Good Friday an official City Holiday.

Summary
The City currently has designated twelve paid holidays for employees and is requesting to add Good Friday as an additional paid holiday.

Funding Expected ____ Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No X N/A

Account Number By Dept **Amount** $3965

Legal Review X N/A ____ Required Completed Date: _____

Mayor's Appt. ____ Yes X No

Supporting documents attached
Current annual holidays for 2013

Recommendation
Approve to declare Good Friday an official City Holiday.

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

2013 HOLIDAY SCHEDULE

Tuesday, January 1	New Year's Day (observed)
Monday, January 21	Birthday of Martin Luther King, Jr.
Monday, February 18	President's Day
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day
Monday, September 2	Labor Day
Monday, October 14	Columbus Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving Day
Friday, November 29	Day After Thanksgiving
Tuesday, December 24	Christmas Eve Day
Wednesday, December 25	Christmas Day

MINUTES

CITY COUNCIL MEETING

Council Workshop

March 5, 2013

The special meeting of the sixty-first City Council of Guthrie, Oklahoma, was posted on Friday, March 1, 2013 before 5:00 p.m. and held March 5, 2013 in the Guthrie City Hall Third Floor Conference Room.

Vice Mayor Trey Ayers called the meeting to order at 6:00 p.m.

Members Present:	Trey Ayers Patty Hazlewood	Sheri Mueller John Wood	Gaylord Z. Thomas
Members Absent:	Chuck Burtcher	Mary Coffin	
Staff Present:	Sereniah Breland Aaron Ryburn Eric Harlow	Randel Shadid Maxine Pruitt	Wanda Calvert Rene Spineto

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

Public Comments. None.

Questions and discussion regarding agenda items.

Territorial Squares Square Dance Club Lease Agreement. The proposed item is to 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. 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. The utilities are paid by the Lessee, the annual rental and the required insurance is current. Mr. Andy Turner, representative from the Territorial Squares Square Dance Club was present to answer questions.

Radio Tower Lease Agreement. The proposed item is to consider approval of Radio Tower

Lease Agreement with Oklahoma State University's public radio station KOSU. 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.

Oklahoma Municipal Assurance Group Nomination(s). The proposed item is to 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. 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.

Request for future items of discussion. Arts Endowment; current codes on animal and fencing; and Oklahoma Military Department's proposal.

Adjournment. There being no further business for the Guthrie City Council, Vice Mayor Ayers declared the meeting adjourned at 6:45 p.m.

Wanda Calvert, City Clerk

Trey Ayers, Vice Mayor

MINUTES

CITY COUNCIL MEETING

March 5, 2013

The regular meeting of the sixty-first City Council of Guthrie, Oklahoma was posted on Friday, March 1, 2013 before 5:00 p.m. and held March 5, 2013 in the Guthrie City Hall Council Chambers.

Vice Mayor Trey Ayers called the meeting to order at 7:05 p.m.

Members Present:	Trey Ayers John Wood	Mary Coffin Sheri Mueller	Gaylord Z. Thomas Patty Hazlewood
Members Absent:	Chuck Burtcher		
Staff Present:	Sereniah Breland Aaron Ryburn	Randel Shadid Jim Ahlgren	Wanda Calvert

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

Consent Agenda. Motion by Councilmember Thomas, seconded by Councilmember Wood, moved approval of the Consent Agenda as follows:

A. Consider approval of the minutes from the Special City Council Workshop Meeting held on February 19, 2013.

B. Consider approval of the minutes from the Regular City Council Meeting held on February 19, 2013.

C. Consider approval of the claims:

General Fund:	Claims	$ 82,879.70
Fire/EMS Fund:	Claims	$ 26,911.94
Grants Fund:	Claims	$ 272.52
Hotel/Motel Tax Fund:	Claims	$ 5,936.85
Capital Projects Fund:	Claims	$ 12,338.71
Airport Fund:	Claims	$ 2,371.14
GIDA Fund:	Claims	$ 1,041.67
	Total Claims:	$131,752.53

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.

E. Consider approval of Radio Tower Lease Agreement with Oklahoma State University's public radio station KOSU.

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

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

Vice Mayor Ayers declared the motion carried unanimously.

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. 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. Motion by Councilmember Wood, seconded by Councilmember Mueller, moved approval of nominating Councilmember Thomas to serve on the Board of Trustees of the Oklahoma Municipal Assurance Group for a position expiring June 30, 2013. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Ayers, Wood, Mueller, Coffin, Thomas
Nay: Hazlewood

Vice Mayor Ayers declared the motion carried with five (5) yes and one (1) no votes.

Consider approval of amending Section 89, Assignment and Subletting, of the Territorial Squares Square Dance Club Lease Agreement for use of the building commonly known as the Girl Scout Cabin. 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. The utilities are paid by the Lessee, the annual rental and the required insurance is current. No action was taken.

City Manager's Report. Informed March 26th is Oklahoma Municipal Government Day at the State Capitol.

Requests/comments from members of the City Council. Councilmember Coffin informed the City Council and the community of the events happening in Guthrie; Guthrie Public Schools are closed March 15th – 22nd for Spring Break; and reminded the community to change their clocks on Sunday due to daylight saving time.

Councilmember Wood reminded the community about the Chamber Banquet and of the Oklahoma Municipal Government Day at the State Capitol.

Councilmember Mueller expressed a "Thank You" to the Guthrie Police Department on their great job on the recent incident.

Councilmember Hazlewood expressed a "Thank You" to the Guthrie Police Department on their great job on the recent incident and informed the Guthrie High School Band's fund raiser was very successful.

Vice Mayor Ayers explained the Mayor is on vacation and expressed a "Thank You" to City employees on their great job serving our community.

Adjourn. There being no further business for the Guthrie City Council, Vice Mayor Ayers declared the meeting adjourned at 7:12 p.m.

Wanda Calvert, City Clerk

Trey Ayers, Vice Mayor

CITY OF GUTHRIE

CLAIMS

March 19, 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

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	March 19, 2013	Maxine Pruitt
___ GPWA		Municipal Services
___ Other: ___		Director

Agenda Item

Consider approval of declaring a 1982 GMC Top-kick 10-wheel dump truck in the Street Department as surplus property due to age and availability of replacement parts and allow for disposal in a way that is most advantageous to the City of Guthrie.

Summary

Vehicle No. 120, a 1982 GMC Top-kick 10-wheel dump truck was purchased used and put in service May 1, 1990. It is 31 years old and has over 300,000 miles. The average maintenance cost over the past 15 years has been $2,206 per year, totaling $33,089. The frame is broken between the driver's side tandems near the steering gear and on the passenger's side near the front spring bracket. The cab and body are loose and the bed has numerous holes and is out of alignment when raised. The floor of the bed has been re-skinned at least once. Because of its age, parts acquisition for the entire vehicle is a real problem.

Funding Expected	X Revenue	___ Expenditure	X N/A
Budgeted	___ Yes	___ No	X N/A
Account Number	00-00-00-0000	**Amount**	$0.00
Legal Review	___ N/A	___ Required	Completed Date: ___
Mayor's Appt.	___ Yes	___ No	

Supporting documents attached
Fixed Asset Transaction Form

Recommendation
Approve a 1982 GMC Top-kick 10-wheel dump truck as surplus property.

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

FORM 2
CITY OF GUTHRIE/GUTHRIE PUBLIC WORKS AUTHORITY
FIXED ASSET TRANSACTION FORM

DATE: 3/8/2013

DEPARTMENT: Street Truck #120

ASSET DESCRIPTION
1982 GMC Top kick, 10 wheel dump

HP: _____ Engine Size: _____

Dump Truck: Cubic Yds: _____ Bucket Size: Cubic Yds: _____

SERIAL OR VIN NUMBER: 1GDT7D4Y2CV555616

COST: _____ DATE ITEM RECEIVED: 5/1/1990

PO NUMBER ISSUED FOR THIS PURCHASE: _____

ASSET NUMBER ASSIGNED: _____ (for new purchases only)

LOCATION WHERE THIS ASSET WILL BE KEPT: _____

****

ACTION TAKEN

X RETIREMENT

___ DONATED OR CONTRIBUTION

___ OTHER DISPOSAL

___ OTHER ADDITION

___ TRANSFER IN FROM _____

___ TRANSFER OUT TO _____

EXPLANATION OF ACTION TAKEN:

Vehicle is 31 years old. Mileage is 300,000 plus. Average maintenance costs for the past 15 years have been $2,206 per year. The frame is broken between the driver side tandems, on driver side near the steering gear and on passenger side near the front spring bracket, Cab & body are loose, bed has numerous holes and is somewhat out of alignment when raised. The floor of the bed has been reskinned at least once. Parts acquisition is getting to be a real problem for the entire vehicle.

Asset Number 120 (Only use for assets retired, transferred or otherwise disposed of)

Maxine Pruitt
Department Head Signature

NOTE: RETURN THIS FORM TO THE PURCHASING OFFICE WHEN COMPLETE

Rev. 8/08/2008

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	March 19, 2013	Wanda Calvert
___ GPWA		City Clerk/Treasurer
___ Other: ___		

Agenda Item
Consider approval of the Independent Contractor Agreement with Sidney Brown as the City of Guthrie Associate Municipal Judge.

Summary
On August 21, 2013 the City Council appointed Sidney Brown as the City of Guthrie Associate Municipal Judge. The Guthrie City Charter Article 2, Section 2-15 states that at such times as a vacancy occurs, the City Council shall appoint by affirmative vote of at least four (4) Councilmembers a City Judge and/or an alternate City Judge; in the same manner the City Council may at their discretion appoint additional City Judges as necessary, but one of the City Judges so appointed shall be designated as the presiding City Judge. On November 2, 2010 the City Council approved Brian Pierson to be the City of Guthrie Municipal Alternate Judge. But there were cases that needed to be heard in Municipal Court that Municipal Judge David Hood and Alternate Municipal Judge Brian Pierson are unable to hear due to a conflict of interest. The Independent Contractor Agreement is for Fiscal Year 2013 and states Judge Brown will perform the services of Associate Municipal Judge as needed and in the absence of the Municipal Judge Hood.

Funding Expected	___ Revenue	X Expenditure	___ N/A
Budgeted	X Yes	___ No	___ N/A
Account Number	01-01-00-6373	**Amount**	$125 per hour
Legal Review	___ N/A	X Required	Completed Date: 03-11-2013
Mayor's Appt.	___ Yes	X No	

Supporting documents attached
- Independent Contractor Agreement

Recommendation
Approve the Independent Contractor Agreement

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is between the City of Guthrie, Oklahoma, a Municipal Corporation (herein and after referred to as City) and Sid Brown (herein and after referred to as Brown);

Whereas, the City Council desires to retain the services of Brown to perform Associate Municipal Judge functions for the City of Guthrie, Oklahoma for the fiscal year 2013.

1. It is agreed between the parties that Brown will perform the services of Associate Municipal Judge as needed and in the absence of the Municipal Judge for the sum of $125 per hour.

2. Brown will conduct arraignments or other hearings and trials on an as needed, on call, basis.

3. This is an Independent Contractor Agreement and creates no employer – employee relationship.

APPROVED BY:

Sid Brown

Sid Brown

Approved by the City Council, City of Guthrie this _____ day of _____, 2013.

_____

Chuck Burtcher, Mayor

ATTEST:

_____

Wanda Calvert, City Clerk

APPROVED:

_____

Randel Shadid, City Attorney

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	March 19, 2013	Wanda Calvert
___ GPWA		City Clerk/Treasurer
___ Other: ___		

Agenda Item
Consider approval of the Independent Contractor Agreement with Brian Pierson as the City of Guthrie Alternate Municipal Judge.

Summary
On November 2, 2010 the City Council approved Brian Pierson to be the City of Guthrie Municipal Alternate Judge. The Guthrie City Charter Article 2, Section 2-15 states that at such times as a vacancy occurs, the City Council shall appoint by affirmative vote of at least four (4) Councilmembers a City Judge and/or an alternate City Judge; in the same manner the City Council may at their discretion appoint additional City Judges as necessary, but one of the City Judges so appointed shall be designated as the presiding City Judge. There were cases that needed to be heard in Municipal Court that Municipal Judge Hood was unable to hear due to a conflict of interest. The Independent Contractor Agreement is for Fiscal Year 2013 and states Judge Pierson will perform the services of Alternate Municipal Judge as needed and in the absence of the Municipal Judge Hood.

Funding Expected ___ Revenue X Expenditure ___ N/A

Budgeted X Yes ___ No ___ N/A

Account Number 01-01-00-6373 **Amount** $125 per hour

Legal Review ___ N/A X Required Completed Date: 03-14-2013

Mayor's Appt. ___ Yes X No

Supporting documents attached
- Independent Contractor Agreement

Recommendation
Approve of the Independent Contractor Agreement

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is between the City of Guthrie, Oklahoma, a Municipal Corporation (herein and after referred to as City) and Brian Pierson (herein and after referred to as Pierson);

Whereas, the City Council desires to retain the services of Pierson to perform Alternate Municipal Judge functions for the City of Guthrie, Oklahoma for the fiscal year 2013.

1. It is agreed between the parties that Pierson will perform the services of Alternate Municipal Judge as needed and in the absence of the Municipal Judge for the sum of $125 per hour.

2. Pierson will conduct arraignments or other hearings and trials on an as needed, on call, basis.

3. This is an Independent Contractor Agreement and creates no employer – employee relationship.

APPROVED BY:

_____
Brian Pierson

Approved by the City Council, City of Guthrie this _____ day of _____, 2013.

_____
Chuck Burtcher, Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED:

_____
Randel Shadid, City Attorney

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	March 19, 2013	Jim Ahlgren
X GPWA		Human Resources
____ Other: _____		Director

Agenda Item
Consider approval of declaring Good Friday an official City Holiday.

Summary
The City currently has designated twelve paid holidays for employees and is requesting to add Good Friday as an additional paid holiday.

Funding Expected ____ Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No X N/A

Account Number By Dept **Amount** $3965

Legal Review X N/A ____ Required Completed Date: _____

Mayor's Appt. ____ Yes X No

Supporting documents attached
Current annual holidays for 2013

Recommendation
Approve to declare Good Friday an official City Holiday.

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	March 19, 2013	Justin Heid, Airport Manager
___ GPWA		
___ Other: ___		

Agenda Item

Consider approval of declaring Total Investment Company in breach of its Airport Construction Contract, AIP Project: #3-40-0036-012-2012 and authorizing the City Attorney to pursue all legal remedies including action against the Performance Bond Company.

Summary

On May 15, 2012, the City Council approved staff to solicit bids for the replacement of wires and controls for the Precision Approach Path Indicators (PAPIs), Taxiway C reconstruction and crack repair due to age and weathering, and to construct a new access taxiway to a new development area northwest of existing storage facilities and adjacent to Taxiway D. The Bid was awarded to Total Investment of Guthrie, OK as part of AIP#3-40-0036-012-2012. Notice to proceed was provided on October 1. 2012 with 21 days to begin work. The first working day was November 26, 2012. Once work was started a holiday break was taken and set to resume on January 3, 2013, however the only work completed from the resume date to February 4, 2013 was a subcontracted bore under taxiway delta on January 17-21, 2013.

The Airport Engineer (Garver Engineering) advised the Guthrie-Edmond Regional Airport Advisory Board that "the staffing and equipment levels of Total Investment Company are not sufficient to complete this contract in a timely fashion." His attached document indicates that the working schedules are inaccurate for project completion with current staffing and equipment. "We have been notified by the contractor that a significant portion of his equipment has been repossessed, 30-35 employees have been terminated, and that the majority of his assets have been liquidated. The contractor no longer has the line of credit or resources to complete the project in a timely manner. Current schedule shows at least $84,000.00 in liquidated damages accruing, assuming no further delays or slippage of time."

It is recommended by the Airport Engineer and the Airport Advisory Board that Total Investment Company is found in breach of contract as determined by the City Council.

Funding Expected	___ Revenue	___ Expenditure	X N/A
Budgeted	___ Yes	___ No	X N/A
Account Number	___	**Amount**	___
Legal Review	___ N/A	X Required	Completed Date: 3/13/13
Mayor's Appt.	___ Yes	X No	

Supporting documents attached

Engineer's recommendation letter.

Recommendation

Approve that Total Investment Company is in breach of contract and authorize the City Attorney to pursue all legal remedies including action against the Performance Bond company.

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

March 12, 2013

Guthrie-Edmond Regional Airport Board
520 Airport Rd.
Guthrie, Oklahoma 73044

RE: Guthrie-Edmond Regional Airport (GOK) NW Development, TW Rehab, & PAPI Wiring
AIP Project: 3-40-0036-012-2012

Dear Board:

Garver, LLC respectfully submits this letter to inform you, as Owner, of our recommendation to determine Total Investment Company to be in default on the Guthrie Edmond Regional Airport (GOK) NW Development, TW Rehab, & PAPI Wiring AIP Project: 3-40-0036-012-2012. Total Investment Company has been determined to be in default of contract because of failure to perform the work in a suitable and timely manner, failure to insure the work would be acceptable as defined in the contract documents, and failure to carry on the work in an acceptable manner.

The allowable reasons for declaring default and terminating the contract of a contractor are found in section 80-09 of the General provisions of the specifications. Here we will summarize these items and explain how we see that Total Investment is or is not in violation of each item.

A. Fails to being work under the contract within the time specified in the "Notice to Proceed"
    1. The "Notice to Proceed" for this project was issued on 10/1/12 and provided 21 days to being work. The first working day on site for Total Investment Company was 11/26/12.

B. Fails to perform the work or fails to provide sufficient workers, equipment, or materials to assure completion of the work in accordance with the terms of the contract.
    1. The current staffing and equipment levels of Total Investment Company are not sufficient to complete this contract in a timely fashion. Schedules submitted by Total Investment Company show overlap of tasks that cannot be accomplished at the same time with this level of staff and equipment.

2. Non-existent, or unresponsive, communication with Engineer and RPR (Resident Project Representative) as to when work would and would not be occurring as well as action items to be addressed.
3. Lit-Low profile barricades were improperly maintained and had many non-working lights for much of the project duration so far
4. The temporary field office has had many problems starting with delayed electrical hook-up, nonfunctioning heating and cooling, door locks, broken work table, and leaks.
5. Failure to address numerous site and administrative tasks outlined by the RPR in writing on numerous occasions
6. Failure to provide a full time, single point of contact for project coordination

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such works as may be rejected as unacceptable and unsuitable
   1. Total Investment Company had many issues in being able to suitably perform the required earthwork on this project that has greatly affected the delays incurred.
   2. The first passing density and moisture tests achieved by Total Investment Company occurred on 2/19/13 (12 weeks after they began work on that phase of the project. The project schedule reflected 5.5 weeks for all earthwork to be complete.)
   3. Open earthwork areas were not properly prepped and graded for storm events causing ponding which limited access and reduced workability on and with those materials.

~~D. Discontinues the prosecution of the work, or~~

E. Fails to resume work which has been discontinued within reasonable time after notice to do so.
   1. Never officially discontinued work, but after taking a holiday break work was to resume on 1/3/13, however the only work that took place during the month of January was a bore completed by a subcontractor under taxiway delta 1/17/13-1/21/13. The next work to be done by Total Investment was the start of the waterline work and restart of earthwork in the northwest development on 2/4/13

F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency
   1. We have been notified by the contractor that a significant portion of his equipment has been repossessed, 30 of 35 employees terminated, and that the majority of his assets have been liquidated. The contractor no longer

has the line of credit or resources to complete the project in a timely manner. Current schedule shows at least $84,000 in liquidated damages accruing, assuming no further delays or slippage of time.

~~G. Allows any final judgment to stand against him unsatisfied for a period of 10 days~~

~~H. Makes an assignment for the benefit of creditors~~

I. For any other cause whatsoever, fails to carry on the work in an acceptable manner

1. There are many other forces outside of the control of the Owner and Garver that are currently acting against the ability of Total Investment Company to carry on the work in an acceptable manner and will continue to keep them from completing this work in accordance with the terms of the contract.

On 02/04/13 a special meeting was had to further discuss these issues, ways to resolve them, and get the project back on track. At that meeting Total Investment Company agreed to provide more equipment and manpower by hiring a subcontractor to help get the project back on schedule. They also committed to not only work in a manner to eliminate further slippage of the schedule, but actually allocate resources to make up time. Total Investment Company also agreed to address the outstanding mobilization, erosion/stormwater controls, and safety measures. They restored all of the lit barricades to appropriate working order and were able to eventually get the project trailer to an at least usable level. However, as of the progress meeting on 3/6/13 the plan for additional resources to be subcontracted had fallen apart and no additional workers or equipment had been or are going to be provided. Therefore with the past issues and inability to increase staffing and equipment we have found that Total Investment Company is failing to administer construction activities in a manner that progresses the project toward completion and will fail to complete this project in the allotted contract time leading to extensive liquidated damages.

Given these circumstances, it is our recommendation for the City of Guthrie to terminate the Total Investment Company contract for the Guthrie Edmond Regional Airport (GOK) NW Development, TW Rehab, & PAPI Wiring AIP Project: 3-40-0036-012-2012 and, in accordance with specification section GENERAL PROVISIONS, SECTION 80 PROSECUTION AND PROGRESS, paragraph 80-09 DEFAULT AND TERMINATION OF CONTRACT take the prosecution of the work out of the hands of the contractor and pursue other methods for the completion of said contract in an acceptable manner.

Should you desire additional information please contact me at (405) 329-2555.

Sincerely,
Garver, LLC

Curtis Brown, PE
Project Manager / Aviation Team Leader

Attachments:

i. Total Investment Project Schedule 11-19-12
ii. Total Investment Project Schedule 1-30-13
iii. Schedule by Garver 3-4-13

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	March 19, 2013	Wanda Calvert
___ GPWA		City Clerk/Treasurer
___ Other: _____		

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
On March 5, 2013 City Council took no action on amending the Territorial Squares Square Dance Club Lease Agreement and instructed this item to be placed on the March 19, 2013 City Council agenda. 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. 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 X No

Supporting documents attached
- Lease Agreement

Recommendation
Approve to amend Lease Agreement

Action Needed ___ Public Hearing X Motion ___ 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 an 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 an 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: Caller

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.