



62nd City Council

Mayor Mark Spradlin

Ward I –Trey Ayers, John Wood Ward II – Mary Coffin, Jeff Taylor

Ward III – Gaylord Z. Thomas, Sharyl Padgett

CITY COUNCIL MEETING

101 N. 2nd Street

Tuesday, May 7, 2013, ~ 62nd City Council Meeting

Following 61st City Council Meeting

Swearing-In of the 62nd City Council Members by Honorable Special District Judge, Rob Hudson.

- 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 the appointment of Kim Mahoney to the Guthrie Historic Preservation Commission3
 - B. Consider approval of extending the Lease Agreement with Alvin Graves to expire June 30, 20135
 - C. Consider approval of soliciting bids for grass management of the City’s 80 acres located at East College Street and Midwest Blvd.8
- 3. Consider approval of Mayor’s appointment of three Council Members to the **Finance Committee** and one Councilmember as Chairman of that Committee. 10
- 4. Consider approval of Mayor’s appointment of three Council Members to the **Street Committee** and one Councilmember as Chairman of that Committee. 11
- 5. Consider approval of Mayor’s appointment of one Council member as the City’s representative and one Council member as the City’s alternate representative to the **ACOG Board of Directors**, the Intermodal Transportation Policy Committee, the Garber Wellington Policy Committee and the 911 Association Board of Directors. 12
- 6. Consider approval of Mayor’s appointment of one Council Member to the **Guthrie Transportation Authority** 13

Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on Friday, May 3, 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.



- 7. Consider approval of appointments to the **Citizens Rate and Fee Advisory Committee**17
- 8. Consider the election of a Vice Mayor for a term of two years.19
- 9. Public hearing and consider approval of a request by Larry and Jane Williams for a Special Use Permit to allow a manufactured home in an area zoned R-1 (Single Family Residential), located at 1423 West Warner Avenue 21
- 10. City Manager’s Report
 - A. Claims30
- 11. Requests/comments from members of the City Council
- 12. Adjourn

GUTHRIE PUBLIC WORKS AUTHORITY 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 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 to re-bid the Agricultural Lease Agreement for the 59+/- acres of farmland located in the area of the Convenience Center.50
 - B. Consider approval of agreement with YMCA for management of Municipal Pool 63
- 3. Adjourn

Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on Friday, May 3, 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.



Agenda Item Cover Letter

| | | |
|--|------------------------|--|
| Meeting | Date of Meeting | Contact |
| <input checked="" type="checkbox"/> City Council | May 7, 2013 | Mayor Mark Spradlin or Rene Spineto, Comm Dev |
| <input type="checkbox"/> GPWA | | |
| <input type="checkbox"/> Other: _____ | | |

Agenda Item

Consider Mayor's appointment of Kim Mahoney to the Guthrie Historic Preservation Commission.

Summary

Ordinance No. 3075, Article 11, Section 5(2) requires the Guthrie Historic Preservation Commission to consist of seven (7) appointed members. This ordinance requires membership to consist of: two members of the Logan County Historical Society, one member of the Guthrie Planning Commission, two persons having special knowledge and two persons who own property that is designated as a landmark or a landmark site, or located within a historic district.

The article further states that the Mayor shall be authorized to nominate members to the Historic Preservation Commission.

The current open position is for the Commissioner who also is a member of the Logan County Historical Society. The Logan County Historical Society was contacted for nominations and one application was received. Attached is the application from Kim Mahoney, who is a member of the Logan County Historical Society. This appointment will be for a three year term.

| | | | |
|-------------------------|---|--------------------------------------|---|
| 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 | _____ Amount | | |
| Legal Review | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Required | Completed Date: _____ |
| Mayor's Appt. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |

Supporting documents attached:

- Historic Preservation Commission application - Kim Mahoney

Recommendation:

Approve Kim Mahoney to the Guthrie Historic Preservation Commission

Action Needed Public Hearing Motion Emergency Clause

City of Guthrie
Application for Boards and Commissions



Please print legibly.

Name C. Kim Mahoney Day Phone 293-6499
 Address 1313 Red Canyon Road Evening Phone 293-6499
 Occupation NA Education Bachelor of Business Administration
 How long have you lived in Guthrie? 2 Years 11 Months (prior 1977-2005)

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

1. Which board or commission interests you? Historic Preservation
2. Why are you interested in serving on this board/commission? The historic integrity of Guthrie is vital to our future as a tourist destination.
3. In what civic activities have you been involved during the past 3 years? My primary focus since returning to Guthrie has been the Pollard Theater. Prior years I was active in many aspects of the community chamber, CVB, United Way to name just a few.
4. What skills and/or experience will you contribute? My love of history and our community. Willingness to learn and contribute more to Guthrie.
5. List 3 non-relatives who have known you at least 3 years for references.

| Name | Address | Phone Number |
|-----------------------|--------------------------|-----------------|
| <u>Jean Clark</u> | <u>903 E. Harrison</u> | <u>282-6594</u> |
| <u>Jean Winkelman</u> | <u>323 E. Washington</u> | <u>282-8413</u> |
| <u>Daryl Reaser</u> | <u>1323 W Logan</u> | <u>282-7640</u> |

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

C. Kim Mahoney
Signature

10-22-12
Date



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: May 7, 2013, Contact: Kim Biggs, Purchasing Agent

Agenda Item: Consider approval of extending the Lease Agreement with Alvin Graves to expire June 30, 2013.

Summary: The lease agreement was awarded to Mr. Graves on May 1, 2012 for an annual payment of \$1,280. His current lease expires May 16, 2013. In an effort to enhance efficiency and streamline the bid process of leasing City/GPWA property, the Purchasing Department intends to place all agricultural, farmland, and grass management properties on the same schedule of July 1 - June 30 to coincide with what is commonly known as a "crop year." Mr. Graves is willing to pay within 15 days of Councils' action the pro-rated fee in the amount of \$157.95 (\$1280, original annual rent, divided by 365 days times 45 days). The City will begin the bid process this month and anticipates awarding a new lease agreement beginning July 1, 2013.

Funding Expected: X Revenue, Expenditure N/A; Budgeted: X Yes, No N/A; Account Number: 01-00-00-5466, Amount: \$157.95 (45 days); Legal Review: X N/A, Required, Completed Date; Mayor's Appt.: Yes, X No

Supporting documents attached: Renewal Lease Agreement

Recommendation: Approve extension of the Lease Agreement with Alvin Graves to expire June 30, 2013 with the pro-rated fee to be paid within fifteen days.

Action Needed: Public Hearing, X Motion, Emergency Clause

RENEWAL AGREEMENT

THIS RENEWAL LEASE AGREEMENT (THE "Lease"), is made and entered into this _____ day of _____, 2013, by and between The City of Guthrie, Oklahoma, a municipal corporation, hereinafter the "LESSOR", and ALVIN GRAVES, hereinafter the "LESSEE".

WHEREAS, LESSOR and LESSEE did enter into that certain Contract Agreement dated May 17, 2012 (the "Lease"); and

WHEREAS, the initial term of the Lease expires on the 16th day of May, 2013; and

WHEREAS, the LESSOR authorizes the LESSEE to extend the term of the Lease for forty-five (45) days beyond the expiration of the initial One (1) year term of the Lease, and

WHEREAS, LESSEE and LESSOR are both desirous of extending the lease term of said Lease for forty-five days (45) at this time.

W I T N E S S E T H:

THAT for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows

1. LESSOR does hereby extend the Lease for a term commencing on the 17th day of May, 2013, and ending on the 30th day of June, 2013.
2. LESSEE agrees to pay to LESSOR, without deduction or set off, for a total pro-rated annual rental for the Lease Premises the sum of One Hundred Fifty-Seven Dollars and 95/100's for the Lease Term for the demised premises described in the Lease, which Lease shall be incorporated by reference herein, as if it appeared in its entirety herein. Said pro-rated annual rental installment shall be due and payable within fifteen (15) days of execution of this Renewal Agreement.
3. In the event any part, portion, provision or provisions of said Lease, or this Agreement are found by a court of competent jurisdiction to be illegal or unlawful, said part, portion, provision or provisions shall be deemed stricken and omitted from said Lease or this Agreement, and the parties shall be bound by the remaining terms thereof, which shall be given full force and effect.
4. The parties hereto agree and acknowledge that the terms of said Lease addressed by this Agreement are hereby modified to reflect the terms contained herein.
5. The parties hereto further agree and acknowledge that, except as modified by this Agreement, the terms of said Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement the day and year first above written.

“LESSOR”, THE CITY OF GUTHRIE,
a municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

“LESSEE”

By: _____
Alvin Graves



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

May 7, 2013

Contact

Kim Biggs,
Purchasing Agent

Agenda Item

Consider approval of soliciting bids for grass management of the City's 80 acres located at East College Street and Midwest Blvd.

Summary

The City of Guthrie owns 80 acres located at East College Street and Midwest Boulevard. It is described as located in the Southwest Quarter (SW/4) of Section Two (2), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma as 80 acres mol.

The City intends to outsource the landscape maintenance an individual or company who will mow the property at least two times each year or graze the property according to the specifications and will remit payment to the City for the use of the property. The cost of maintaining this property by City personnel is \$1,600 per year. The lease is for one (1) year and may be terminated without notice.

Funding Expected X Revenue Expenditure N/A

Budgeted X Yes No N/A

Account Number Amount To be determined by the bid

Legal Review X N/A Required Completed Date:

Mayor's Appt. Yes X No

Supporting documents attached

Map

Recommendation

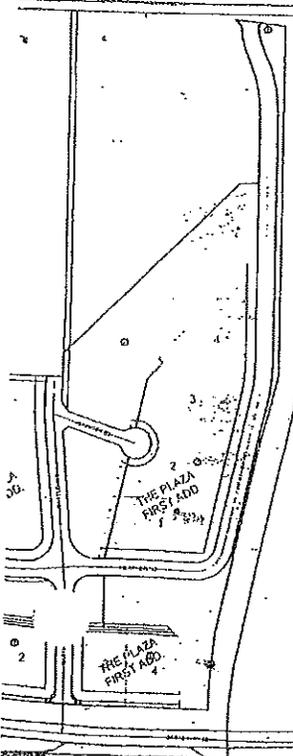
Approve solicitation of bids for grass management.

Action Needed Public Hearing X Motion Emergency Clause

MIDWEST BLVD

12594
CITY OF GUTHRIE
GUTHRIE INDUSTRIAL DEVELOPMENT CO
79.73 ac

COLLEGE
AVE





Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: May 7, 2013
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Mayor's appointment of three Councilmembers to the Finance Committee.

Summary

The Finance Committee consists of three Councilmembers. The committee meets as needed to discuss, review and make recommendations to the City Council/Guthrie Public Works Authority on financial issues. The Finance Committee will select a Chair.

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

Supporting documents attached

Recommendation

Approve Mayor's appointment

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



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: May 7, 2013
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Mayor's appointment of three Councilmembers to the Street Committee.

Summary

The Street Committee consists of three Councilmembers. The committee meets as needed to discuss, review and make recommendations to the City Council on issues regarding streets. The committee will select a Chair.

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

Supporting documents attached

Recommendation

Approve Mayor's appointment

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



Agenda Item Cover Letter

| | | |
|--|------------------------|----------------------|
| Meeting | Date of Meeting | Contact |
| <input checked="" type="checkbox"/> City Council | May 7, 2013 | Wanda Calvert, |
| <input type="checkbox"/> GPWA | | City Clerk/Treasurer |
| <input type="checkbox"/> Other: _____ | | |

Agenda Item

Consider approval of Mayor’s appointment of one Councilmember to the City’s representative and one Councilmember as the City’s alternate representative to the ACOG Board of Directors, The Intermodal Transportation Policy Committee, the Garber Wellington Policy Committee and the 911 Association Board of Directors.

Summary

The City of Guthrie has been a member of Association of Central Oklahoma Governments (ACOG) for years. ACOG is a voluntary association of city, town and county governments within the Central Oklahoma area. The ACOG region includes Oklahoma, Cleveland, Canadian and Logan Counties. As a Council of Governments, ACOG’s purpose is to aid local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development. ACOG is an organization of, by and for local governments that allows member entities to work in partnership to address issues or problems common to many jurisdictions. This regional cooperation serves to strengthen both the individual and collective capabilities of local governments. Originally established in June of 1966, ACOG is one of 11 Councils of Governments in the State of Oklahoma, and one of several hundred planning organizations across the country. ACOG both complements and supplements local government activities but is not, itself, a governmental unit. It does not possess power of legislation, enforcement or taxation.

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

Supporting documents attached

Recommendation

Approve Mayor’s appointment

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



Agenda Item Cover Letter

| | | |
|--|---------------------------------------|--|
| Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____ | Date of Meeting May 7, 2013 | Contact Wanda Calvert, City Clerk/Treasurer |
|--|---------------------------------------|--|

Agenda Item

Consider approval of appointment of one Councilmember to the Guthrie Transportation Authority.

Summary

The Guthrie Transportation Authority consists of seven trustees, each of whom shall be a bona fide resident of the City of Guthrie. At all times one Trustee of this Trust shall be the presiding officer or a member of the governing body of the beneficiary, in either event appointed by a majority of the person constituting the governing body of the beneficiary, referred to as the "Official" member of trusteeship. The term of office of the "Official" member shall be conterminous with his current term of office as such officer or member of the governing body of the beneficiary. The purpose of the Guthrie Transportation Authority it to furnish and supply facilities, property and equipment to inhabitants and visitors of and to the beneficiary for transportation needs regarding tourism development and economic development; to promote the development of transportation facilities, properties and program for industry and culture and industrial, manufacturing, cultural and education activities within and/or outside but contiguous to the territorial limits of the beneficiary municipality. Councilmember John Wood has served on the Guthrie Transportation Authority for the last four years.

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

Supporting documents attached

- First three pages of the Declaration of Trust of the Guthrie Transportation Authority

Recommendation

Approve Council appointment

Action Needed Public Hearing Motion Emergency Clause

DECLARATION OF TRUST
OF
THE GUTHRIE TRANSPORTATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

DECLARATION AND COVENANT

The undersigned Trustor hereby contracts with the undersigned Trustees, and the latter, as individuals and not as holders of public office, hereby do declare and covenant, between themselves and unto the Trustors, the State of Oklahoma and the Beneficiary hereinafter described, that they and their successors do and will hold, receive and administer the Trust Estate hereinafter described, as Trustees of a public trust under and pursuant to the laws of the State of Oklahoma now in force and effect (generally, but not exclusively, Sections 176 to 180, inclusive, of Title 60, Oklahoma Statutes 1999, and the Oklahoma Trust Act, solely for the use and benefit of said Beneficiary for the public purposes and functions hereinafter set forth, in the manner provided in this instrument or, in the absence of applicable provision herein, then in the manner now provided by law. The aforesaid public trust is created by virtue of the execution of this instrument by the individuals signing the same as the Trustor and initial Trustees hereunder; and neither the acceptance of the beneficial interest hereunder, nor the endorsement hereon of such acceptance, for and on behalf of the designated Beneficiary Municipality as provided by law, nor the fact that, at the time of signing this instrument, some or all of the initial Trustees are members of the governing body thereof, shall be deemed or construed to be the creation of a public trust by said Beneficiary Municipality or the governing body thereof.

II

NAME

The name of this Trust shall be, and the Trustees thereof in their representative fiduciary capacity shall be designated as,

THE GUTHRIE TRANSPORTATION AUTHORITY

Under that name, the Trustees shall, so far as practicable, conduct all business and execute all instruments in writing, and otherwise perform their duties and functions, in execution of this Trust.

3215

III

PURPOSE

The purpose of this Trust, for and on behalf of the Beneficiary as hereinafter described, are:

(a) 1. To furnish and supply facilities, property and equipment to inhabitants and visitors of and to the beneficiary for transportation needs regarding tourism development and economic development.

(a) 2. To furnish and supply to the inhabitants, owners and occupants of property, and to industrial, commercial and mercantile establishments and enterprises within and/or outside but contiguous to the corporate limits of the Beneficiary Municipality, and to the Beneficiary and any other governmental agencies or endeavors, utility services and facilities for all purposes that the same be authorized or proper as a function of the Beneficiary; and to fix, demand and collect charges, rates and fees for said services and facilities to the same extend as the Beneficiary itself might do: PROVIDED, that the furnishing of any services or facilities to any person delinquent in the payment of any indebtedness whatsoever to the Trust may be discontinued at any time;

(b) To promote the development of transportation facilities, properties and programs for industry and culture and industrial, manufacturing, cultural and educational activities within and/or outside but contiguous to the territorial limits of the Beneficiary Municipality and to thereby provide industrial and cultural facilities and additional employment and activities which will benefit and strengthen culture and the economy of the Beneficiary Municipality and the State of Oklahoma;

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

(d) Notwithstanding anything in any trust instrument appearing to the contrary, no part of the Trust Estate utilized for or devoted to the functions described in either paragraphs (a) or (b), or any revenues from such portion of the Trust Estate, shall be encumbered for or in aid of the functions described in the other said paragraph (a) or (b), unless the question of entering into such encumbrance shall have been included in a proposition approved at an election mentioned in Section VIII hereof, but this paragraph shall not prevent the Trustees, in their discretion, from apportioning the expense of general administration of the Trust (as distinguished from expenses of conducting any specific function) between the several functions of the Trust Estate conducted pursuant to either or both of said paragraphs.

(e) To hold, maintain and administer any leasehold rights in and to properties of the Beneficiary Municipality demised to the Trustees, and to comply with the terms and conditions of any leases providing said rights;

(f) To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate or otherwise deal with, any and all physical properties and facilities needful or convenient for utilization in executing or promoting the execution of the aforesaid trust purposes or any of them, or which may be useful in securing, developing and maintaining transportation for industrial, manufacturing, tourism or other activities in the Beneficiary Municipality, or which may be useful in promoting culture and education in the aforesaid arena; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of said properties and facilities either in execution of any of the aforesaid trust purposes or in the event that any thereof shall no longer be needed for such purposes;

(g) To provide funds for the costs of financing, acquiring, constructing, installing, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering and disposing of or otherwise dealing with any of the aforesaid physical properties and facilities, and for administering the trust for any or all of the aforesaid trust purposes, and for all other charges, costs and expenses incidental thereto; and in so doing to incur indebtedness, either unsecured or secured by any part or parts of the Trust Estate and/or revenues thereof, subject, however, to the provisions of paragraph (d) of this Section III;

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

(i) Whenever the same shall be or become material, the purposes set forth in paragraphs (a) and (b) of this Section shall be the primary objectives of this Trust and the provisions of paragraphs (d) to (h), inclusive, shall be deemed and construed in implementation thereof and collateral thereto.

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

IV

DURATION

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



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: May 7, 2013
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of appointing members to the Citizens Rate and Fee Advisory Committee.

Summary

The Citizens Rate and Fee Advisory Committee was created on June 15, 2010 with the adoption of Resolution No. 2010-10. The Citizens Rate and Fee Advisory Committee is composed of seven (7) members. The Mayor and each Councilmember shall appoint one individual who shall be a resident of the City of Guthrie. Each appointee must be confirmed by a majority vote of the City Council. The terms of each appointee shall coincide with the term of the Mayor or Councilmember appointing said member of the committee. The committee shall meet as needed to discuss rate, fee or tax adjustments or changes and advise the City Council or Board of Trustees.

Funding Expected: [] Revenue, [] Expenditure, [X] N/A
Budgeted: [] Yes, [X] No, [] 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

- Resolution No. 2010-10

Recommendation

Approve appointment of one member by the Mayor and each Council Member for a total of seven members.

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

RESOLUTION NO. 2010-10

RESOLUTION ESTABLISHING A CITIZENS RATE AND FEE ADVISORY COMMITTEE.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA, THAT IN ORDER TO ENGAGE MORE PUBLIC DISCUSSION AND PROVIDE MORE CITIZEN INPUT THERE SHOULD BE ESTABLISHED A CITIZENS RATE AND FEE ADVISORY COMMITTEE FOR THE CITY OF GUTHRIE AND GUTHRIE PUBLIC WORKS AUTHORITY.

The function of this committee shall be to review all future city rate, fee or tax adjustments or changes to study the issue of the change or adjustment and to advise the City Council or the Trustees of the Guthrie Public Works Authority.

The committee shall be composed of seven (7) members. Each city council member and the mayor shall appoint one individual who shall be a resident of the City of Guthrie, Oklahoma. Each appointee must be confirmed by a majority vote of the City Council Members. The terms of each appointee shall coincide with the term of the council member or mayor appointing said member of the committee.

The members of the Citizens Rate and Fee Advisory Committee shall at their first meeting select a chairman and co-chairman to conduct the meeting.

The committee shall meet as needed to discuss rate, fee or tax adjustments or changes and advise the City Council or Board of Trustees.

The committee is advisory only.

Any member of the committee can be removed at the will of the City Council or the Board of Trustees by a majority vote of the Council or Authority.

All meetings of the committee shall be subject to the Open Meeting and Open Record Act of the State of Oklahoma.

Passed this 15th day of June, 2010, by the Guthrie City Council and the Guthrie Public Works Authority

CITY OF GUTHRIE

By: Chuck Burtcher
Chuck Burtcher, Mayor

ATTEST:
Wanda Calvert
City Clerk, Wanda Calvert

GUTHRIE PUBLIC WORKS AUTHORITY
By: Chuck Burtcher
Chairman

APPROVED AS TO FORM
AND LEGALITY:
Randel Shadid
City Attorney, Randel Shadid

Date: June 15, 2010



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: May 7, 2013
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item
Consider approval of election of a Vice Mayor for a term of two years.

Summary
In accordance of the Guthrie City Charter, Section 2-11, at the first City Council Meeting in May of each odd-numbered year the City Council shall elect one of its members to serve as the Vice Mayor of the City of Guthrie. Said Vice Mayor shall be selected by the affirmative vote of at least four members of the City Council. The Vice Mayor shall act as, and possess all of the powers and duties of the Mayor during the absence or suspension of the Mayor. Said Vice Mayor shall serve a term of two years.

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
- Section 2-11 of the Guthrie City Charter

Recommendation
Elect Vice Mayor

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

Mayor shall appoint an Emergency Management Director to serve at the Mayor's pleasure or create an agreement with the County for Emergency Management Services.

Section 2-11. Vice-Mayor: Appointment, Duties. At the first City Council meeting in May of each odd-numbered year the City Council shall elect one of its members to serve as the Vice-Mayor of the City of Guthrie. Said Vice-Mayor shall be selected by the affirmative vote of at least four (4) members of the Council. The Vice-Mayor shall act as, and possess all of the powers and duties of the Mayor during the absence or suspension of the Mayor. Said Vice-Mayor shall serve a term of two (2) years.

Section 2-12. Filling Vacancies In Office. If a vacancy occurs in the office of Mayor, the Vice-Mayor shall become Mayor for the duration of the unexpired term. If a vacancy occurs in the office of Vice-Mayor, the City Council, by an affirmative vote of at least four (4) members, shall select another Vice-Mayor from among its members for the duration of the unexpired term. If a vacancy occurs in the office of Councilman, the City Council shall select, by an affirmative vote of at least four (4) members, an eligible person to fill the vacancy at the next regular meeting of the City Council following the creation of the vacancy or as soon thereafter as is practical.

Section 2-13. Mayor And Council: Vacancies. A vacancy shall be deemed to exist when an elective officer of the City of Guthrie fails to qualify for office within twenty (20) days after notice of his election, dies, resigns, removes his legal residency from the City or ward from which he or she was elected, fails to attend four (4) successive regular meetings of the City Council, is convicted of a felony, becomes a habitual drunkard, or is otherwise legally disqualified.

Section 2-14. Meetings: Regular And Special. The City Council shall hold their regular meetings on the first and third Tuesday of each month, and shall hold special meetings at other times as the Mayor or a majority of the Councilmen shall call the Council together. The City Council shall hold executive sessions at such times as they deem necessary for the purposes and in the manner provided by Oklahoma law.

Section 2-15. Council To Appoint Officers. At such times as a vacancy occurs, the City Council shall appoint by affirmative vote of at least four (4) Councilmen, a City Manager, a City Treasurer, a City Clerk, a City Attorney, 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; if more than one (1) City Judge is appointed it shall not be necessary to appoint an alternate City Judge, but one of the City Judges so appointed shall be designated as the presiding City Judge. Any of the officers thus appointed may at any time, by an affirmative vote of at least four (4) members of the City Council, be removed and a successor be appointed in a like manner. The Council, by an affirmative vote of at least four (4) members, may authorize the City Manager or the City Attorney to hire such deputies or assistants as necessary; such deputies or assistants shall serve at the discretion of the appointive officer by whom they are hired. At such times as the City Attorney cannot represent the City in a given matter or cause, because of a conflict of interest, the City Manager may retain an attorney, subject to the approval of the City Council, to represent the City's interest in such matter or cause.

Section 2-16. Quorum. A quorum to do business shall consist of at least four (4) members of the City Council. A majority vote of the Council present at the meeting shall constitute the action of said Council, unless provided differently elsewhere in this Charter.

Section 2-17. Recall And Removal Applicable. All elective officers and those appointed to fill vacancies in elective office as herein provided, shall hold their respective



Agenda Item Cover Letter

Meeting

x City Council
GPWA
x Other: Public Hearing

Date of Meeting

May 7, 2013

Contact

Rene Spineto, Director
Community Development

Agenda Item

Consider action of a request by Larry and Jane Williams for a Special Use Permit to allow a manufactured home in an area zoned R-1 (Single Family Residential), located at 1423 West Warner Avenue.

Summary

The applicant requests a Special Use Permit to allow a manufactured home at 1423 West Warner Avenue.

The Planning Commission heard the request on April 11, 2013 and reviewed the application. Notice was published in the Guthrie News Leader on March 20, 2013, and 40 letters were mailed to property owners within 300 feet of the subject property. Two people spoke at the Planning Commission meeting in opposition to the project. The property owners and their builder then spoke in response to the comments.

The Planning Commission reviewed the application and moved to deny the application as submitted.

The Planning Commission recommends the City Council deny the request to issue a Special Use Permit to the applicants.

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

Supporting documents attached:

- Minutes from Planning Commission Meeting of April 11, 2013
Documentation packet for the Planning Commission meeting of April 11, 2013

Recommendation:

Deny Special Use Permit

Action Needed x Public Hearing x Motion Emergency Clause

CITY OF GUTHRIE
PLANNING COMMISSION MEETING
Thursday, April 11, 2013

MINUTES

A meeting of the Planning Commission was convened at 5:30 p.m. at Guthrie City Hall at 101 North 2nd Street.

| | | | |
|-------------------------------|----------------|----------------|---------|
| Commissioners Present: | Doug Powell | Chairman | Absent |
| | Michael Smith | Vice-Chairman* | Present |
| | Vern Ogden | Commissioner | Present |
| | Sharyl Padgett | Commissioner | Present |
| | Ed Wood | Commissioner | Present |

*Vice Chairman Smith presided as chairman, in Chairman Powell's absence.

Others Present: Lyn Hutton, Larry Williams, Jane Williams, Shelly Williams, Eric Moore, George Privette, Rene Spineto, Jim Hanke

CALL TO ORDER: This meeting was called to order on Thursday, April 11, 2013 at 5:30 p.m. Commission members were present and a quorum declared.

1. Consent Agenda:

A) Minutes for March 14, 2013 meeting.

A motion was made by Commissioner Wood, seconded by Commissioner Padgett to approve the minutes as written. All commissioners present voted Aye.

2. Public Comments: None.

Vice-Chairman Smith opened the floor for public comments. Ms. Lynn Hutton had questions regarding the setback requirement for structures on residential lots, asked the size of a manufactured house affecting the overall appearance of the neighborhood, and stated that she opposes the request.

Mr. George Privett spoke in opposition to the application, stating that most of the homes in the neighborhood had a design of a historic nature and that the proposed structure did not fit well into the overall design character of the neighborhood.

Mr. Eric Moore with Oakwood Homes commented on the design of the proposed home and the type of materials that had been used in its construction. He told the commissioners that the house was 32 Ft x 76 Ft in size and that the applicants would have the opportunity to select many options to upgrade the structure and to add elements that would make the house more architecturally acceptable.

Larry Williams and Jane Williams (applicants) explained to the commissioners the many repairs and expenses involved with keeping the existing structure, and that it was less expensive to demolish the existing home and to purchase the manufactured home.

Commissioner Ogden spoke of the concern of maintaining the overall appearance of the neighborhood and maintaining the continuity with the existing type of housing.

Planning Commission Minutes
April 11, 2013
Page Two

Commissioner Padgett stated that she understands the applicant's need, but that she felt that preservation of the existing methods of traditional construction was important to the nature and fabric of the neighborhood.

Commissioner Wood stated that he felt that there was too much of a difference in manufactured housing and traditional conventional construction and that it would not be a good fit.

A motion was made by Commissioner Ogden and seconded by Commissioner Wood to deny the application. All commissioners present voted aye.

3. New Business: None.
4. Reports/Comments from Staff: None.
5. Comments from Commissioners: None.
6. Public Comments: None.

The meeting adjourned at 6:30 p.m.



Commissioners – Doug Powell, Michael Smith, Vern Ogden, Sharyl Padgett, Ed Wood

GUTHRIE PLANNING COMMISSION AGENDA
101 N. 2nd Street

5:30 Thursday, April 11, 2013

1. Call to Order.

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

A. Minutes from the March 14, 2013 meeting.

2. Public Comments.

3. Consideration of and recommendation to the City Council regarding a request for a "special use" permit at 1423 West Warner Avenue (map enclosed), for the purpose of placing a manufactured home in an R-1 (single family dwellings) zoned area.

4. New Business.

5. Report/Comments from Staff.

6. Comments from Commission Members.

7. Adjournment.

Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on March 19, 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.

PLANNING REPORT

To: Chairman and Members of the Planning Commission

From: Jim Hanke, Chief Inspector of Construction Services

Date: April 11, 2013

Subject: Consideration of and recommendation to the City Council regarding a request for a "special use" permit at 1423 West Warner Avenue (map enclosed), for the purpose of placing a manufactured home in an R-1 (single family dwellings) zoned area.

RECOMMENDATION:

At the discretion of the Commission.

GENERAL INFORMATION:

Applicant:

Larry and Jane Williams

Owner:

Same

Requested Action:

Issue a "special use" permit for the placement of a manufactured home within city limits.

Description: Place a new 2013 model manufactured home on a permanent foundation (see photos).

Surrounding Land Use and Zoning: R-1 (Single family Dwellings)

Special Information: The structure's skirting, off street parking, and landscaping plan must be approved.

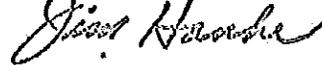
Transportation: N/A

Utilities Available: OGE, ONG

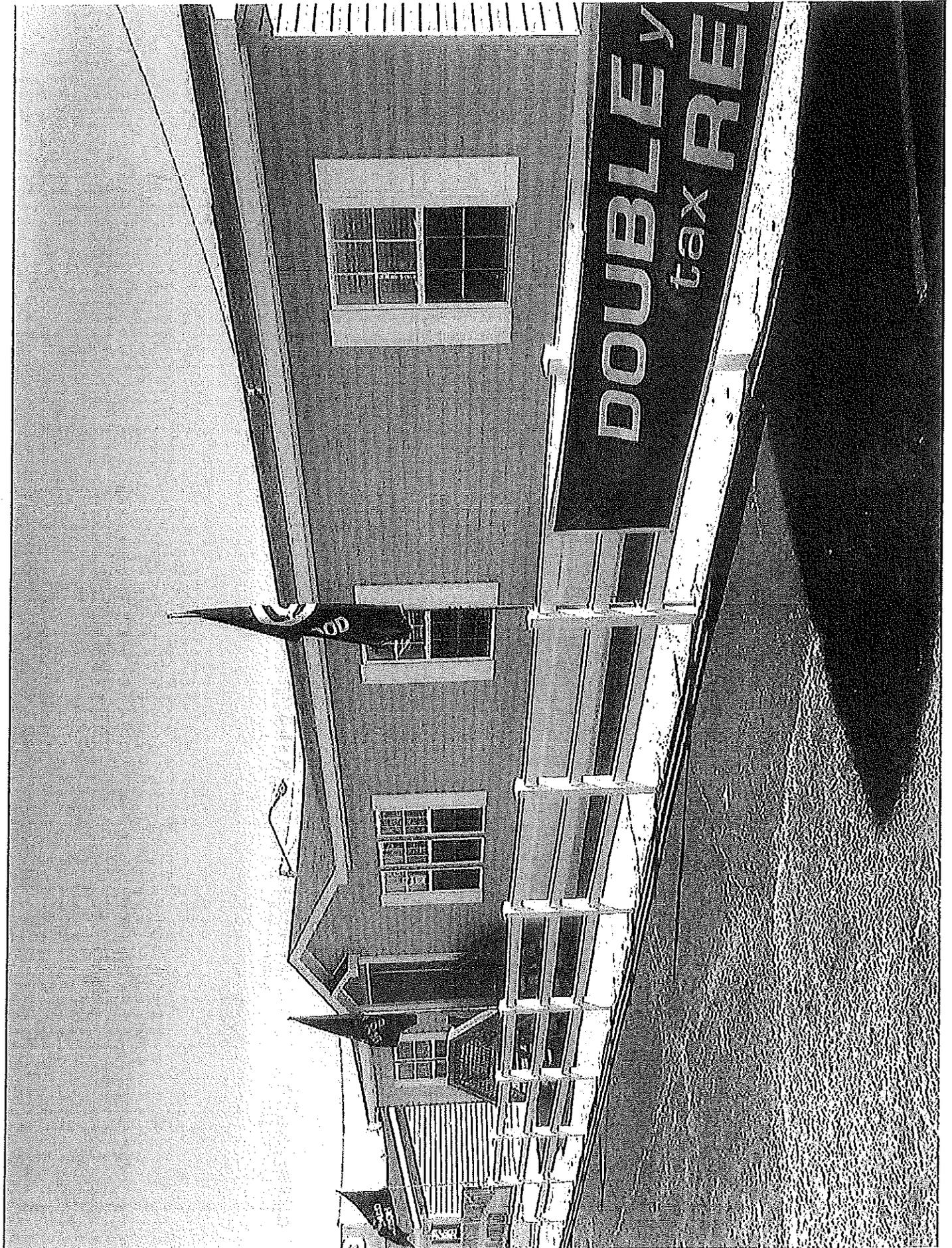
History: A single story wooden frame house is currently located on the subject property. If a special use permit is approved for the proposed manufactured home, the existing structure must be removed from the property prior to the placement of the new structure.

Notification: Notice in the Guthrie News Leader on March 20, 2013, and 40 letters mailed to property owners within 300 feet of the subject property.

Respectfully Submitted,



Jim Hanke,
Chief Inspector of Construction Services.





Community Development
PO Box 908
Guthrie, OK 73044
jhanke@cityofguthrie.com
phone (405) 282-1110 • fax (405) 282-0213

March 19, 2013

Dear Guthrie Resident:

The Planning Commission will hold a Public Hearing at 5:30 p.m., Thursday, April 11, 2013, in the Council Chambers at City Hall located at 101 North 2nd Street concerning a request for a "special use" permit at 1423 West Warner Avenue for the purpose of placing a manufactured home in an R-1 (single family dwellings) zoned area.

A second public hearing will be held by the City Council at 7:00 p.m. May 07, 2013.

Anyone desiring to make comments may do so in person at the public hearing or by written comment to the Planning Commission at the Office of Community Planning and Development, P.O. Box 908, Guthrie, OK 73044 no later than 5:00 PM, April 4, 2013.

Should you have any questions, please call me at 405-282-1110.

A handwritten signature in cursive script that reads "Jim Hanke".

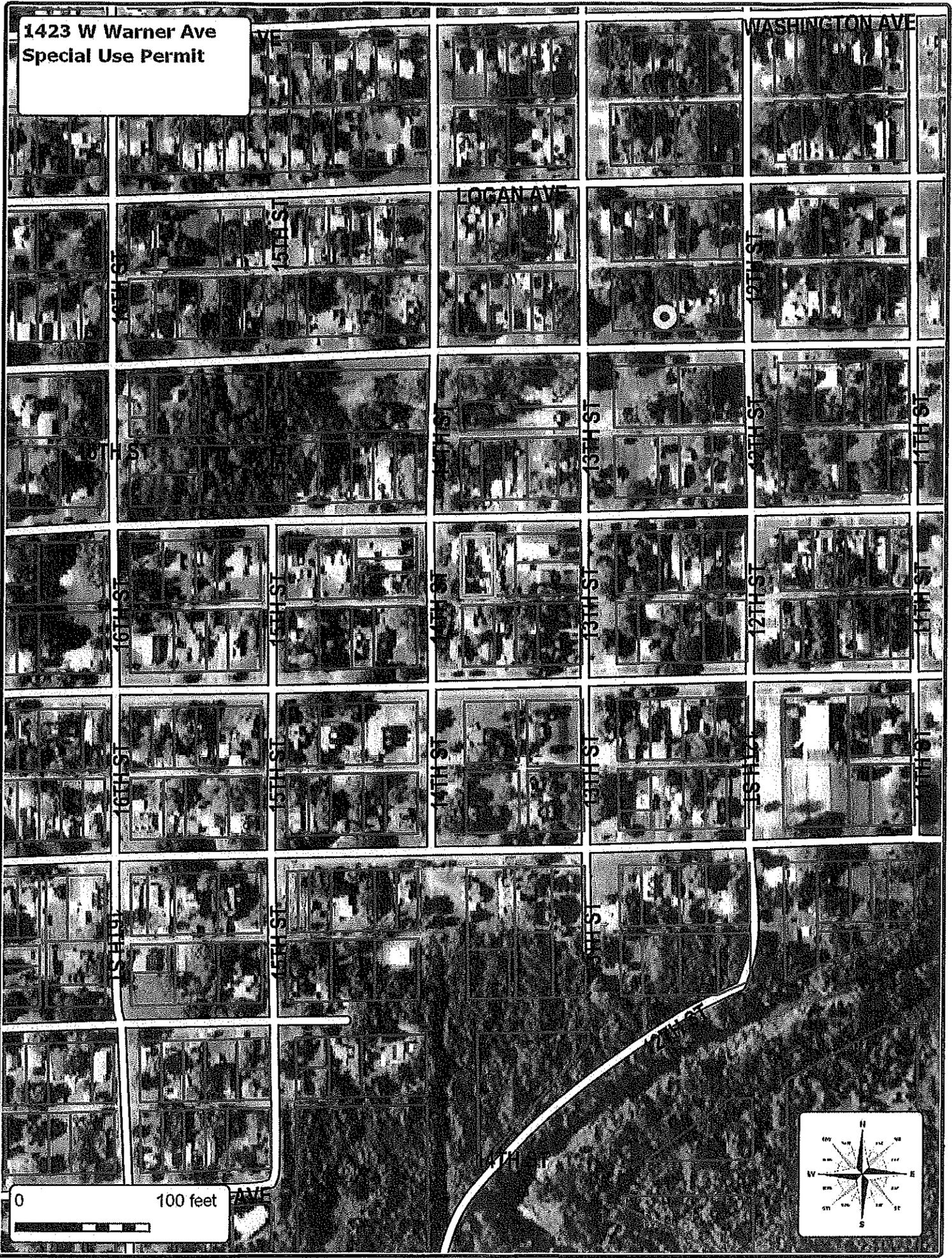
Jim Hanke
Chief Building Inspector

WWW.CITYOFGUTHRIE.COM

INTEGRITY, SERVICE, QUALITY OF LIFE



1423 W Warner Ave
Special Use Permit



GUTHRIE PUBLIC WORKS AUTHORITY / CITY OF GUTHRIE

CLAIMS

May 7, 2013

City of Guthrie 4/4/2013 2:51pm
A/P Claims List
 from 4/4/2013 to 4/4/2013

| Invoice # | Vendor | Description | Account | Cost |
|---------------|----------------------------|---|---------------|-------------------|
| MARCH 2013 | C.L.E.E.T. (125) | Municipal Court Collection for CLEET | 01-00-00-2012 | \$1,755.08 |
| | | AFIS FEE | 01-00-00-2012 | \$971.16 |
| | | FORENSIC FEE | 01-00-00-2012 | \$926.25 |
| MARCH 2013 | OKLAHOMA DEPARTMENT OF | Child Restraint Systems Collections for | 01-00-00-5497 | \$100.00 |
| | | Total | | \$3,752.49 |
| | | Total | | \$3,752.49 |
| APRIL 2013 | AT&T LONG DISTANCE (21268) | 8 | 01-01-00-6301 | \$185.55 |
| | | Total | | \$185.55 |
| | | Total GENERAL GOVERNMENT | | \$185.55 |
| MILEAGE.. | CODY MOSLEY 22862 | Mileage | 01-05-53-6048 | \$76.84 |
| | | Total ECONOMIC DEVELOPMENT | | \$76.84 |
| | | Total PLANNING | | \$76.84 |
| 2034358 | REGINALD SMITH JR. | Bike Patrol Training - Meal Reimbursement | 01-07-70-6343 | \$29.27 |
| MARCH 2013 | LOGAN COMMUNITY SERVICES, | Logan Community Services | 01-07-70-6345 | \$125.00 |
| | | Total POLICE ADMINISTRATION | | \$154.27 |
| | | Total POLICE | | \$154.27 |
| APRIL 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 | | \$4,235.15 |
| APRIL 2013 | AT&T LONG DISTANCE (21268) | Monthly Long Distance Billing | 20-21-00-6301 | \$185.55 |
| MARCH 2013 | DHH DISPOSAL 22381 | Sanitation Service | 20-21-00-6348 | \$157.50 |
| | | Total | | \$343.05 |
| | | Total PUBLIC WORKS GENERAL | | \$343.05 |
| MARCH 2013 | BURRELL INC. (21286) | Meter Reading Contract | 20-28-00-6054 | \$2,727.09 |
| | | Total | | \$2,727.09 |
| | | Total METER DEPARTMENT | | \$2,727.09 |
| | | Total GPWA OPERATING FUND | | \$3,070.14 |
| 08-082400-005 | UTILITY DEPOSIT/REFUND | | 71-00-00-5555 | \$199.72 |
| 12-120405-004 | UTILITY DEPOSIT/REFUND | | 71-00-00-5555 | \$17.70 |
| 12-122620-006 | UTILITY DEPOSIT/REFUND | | 71-00-00-5555 | \$29.75 |
| | | Total | | \$247.17 |
| | | Total | | \$247.17 |
| | | Total UTILITY DEPOSIT FUND | | \$247.17 |
| APRIL 2013 | AT&T LONG DISTANCE (21268) | Monthly Long Distance Billing | 98-98-00-6301 | \$2.61 |
| | | Total | | \$2.61 |
| 2 | TOTAL INVESTMENT COMPANY | Runway 10/34 PAPI's #3-40-0036-013-2012 | 98-98-94-6510 | \$25,429.30 |
| 2 | TOTAL INVESTMENT COMPANY | Taxiway Extension - NW Development | 98-98-94-6588 | \$12,446.16 |
| 2034365 | INSURANCE AGENCY OF MID | Total Investment Co. Policy No. 1075652 | 98-98-94-6590 | \$22,779.00 |
| 2 | TOTAL INVESTMENT COMPANY | Taxiway C Rehabilitation #3-40-0036-013- | 98-98-94-6590 | \$27,785.57 |

City of Guthrie 4/4/2013 2:51pm
A/P Claims List
 from 4/4/2013 to 4/4/2013

| Invoice # | Vendor | Description | Account | Cost |
|-----------|--------------------|------------------------------------|---------------|--------------|
| | | Total AIRPORT IMPROVEMENTS | | \$88,440.03 |
| Req #7 | TRENT CONSTRUCTION | 22956 Airport Construction Service | 98-98-95-6508 | \$45,273.53 |
| | | Total UTILITIES COMMERCIAL HANGARS | | \$45,273.53 |
| | | Total AIRPORT FUND | | \$133,716.17 |
| | | Total AIRPORT FUND | | \$133,716.17 |
| | | Total All Funds | | \$141,268.63 |

City of Guthrie 4/15/2013 8:35am
A/P Claims List
 4/15/2013 to 4/15/2013

| Invoice # | Vendor | Description | Account | Cost |
|------------|----------------------------|--|---------------|--------------------|
| MARCH 2013 | OKLAHOMA UNIFORM BLDG | Permit Collection Fees 2012-2013 | 01-00-00-2013 | \$124.00 |
| | | Total | | \$124.00 |
| | | Total | | \$124.00 |
| 2034121 | OKLA EMPLOYMENT SECURITY | Quarterly Unemployment Assessment | 01-01-00-6040 | \$1,947.32 |
| 24909 | ED HUMES LOCKSMITH (21141) | Door Repair and Lock Repair | 01-01-00-6112 | \$155.95 |
| 0002034 | HURLEY PLUMBING 267 | Plumbing Repairs | 01-01-00-6112 | \$266.30 |
| 0002035 | HURLEY PLUMBING 267 | Plumbing Repairs | 01-01-00-6112 | \$266.30 |
| 0002037 | HURLEY PLUMBING 267 | Misc Plumbing Repairs | 01-01-00-6112 | \$27.50 |
| 0002038 | HURLEY PLUMBING 267 | Misc Plumbing Repairs | 01-01-00-6112 | \$52.45 |
| 0002039 | HURLEY PLUMBING 267 | Misc Plumbing Repairs | 01-01-00-6112 | \$61.55 |
| 2079 | NEW HORIZON 22959 | Cleaning Service for the Library | 01-01-00-6112 | \$190.00 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Guthrie Housing Authority | 01-01-00-6118 | \$263.89 |
| APRIL 2013 | OKLAHOMA NATURAL GAS | Natural Gas Monthly Billing | 01-01-00-6307 | \$3,299.27 |
| 2034128. | CITY OF EDMOND (21508) | Provide basic monthly IT Services per | 01-01-00-6311 | \$1,106.86 |
| 71468 | USTI (763) | Annual maintenance for computer software | 01-01-00-6311 | \$9,970.00 |
| 2034373 | LOGAN COUNTY ELECTION | 4/2/2013 Election for Mayor and | 01-01-00-6338 | \$2,173.68 |
| 6774 | MESO (126) | Quarterly Training for Safety | 01-01-00-6373 | \$625.00 |
| | | Total | | \$20,406.07 |
| | | Total GENERAL GOVERNMENT | | \$20,406.07 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Building Services | 01-02-25-6118 | \$251.86 |
| | | Total BUILDING SERVICES | | \$251.86 |
| | | Total ADMINISTRATION | | \$251.86 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Community Development | 01-05-50-6118 | \$0.00 |
| | | Total COMMUNITY DEVELOPMENT | | \$0.00 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Code Compliance | 01-05-51-6118 | \$80.12 |
| | | Total CODE COMPLIANCE | | \$80.12 |
| | | Total PLANNING | | \$80.12 |
| MEALS REIM | STEVE MIZE (20307) | Turnpike Reimbursement | 01-07-70-6114 | \$9.50 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Police Administration | 01-07-70-6118 | \$4,388.97 |
| 000648 | GHM ENTERPRISES (1097) | Police Department Laundry | 01-07-70-6310 | \$13.20 |
| 000649 | GHM ENTERPRISES (1097) | Police Department Laundry | 01-07-70-6310 | \$11.40 |
| 000652 | GHM ENTERPRISES (1097) | Police Department Laundry | 01-07-70-6310 | \$8.40 |
| 000654 | GHM ENTERPRISES (1097) | Police Department Laundry | 01-07-70-6310 | \$10.02 |
| 000656 | GHM ENTERPRISES (1097) | Police Department Laundry | 01-07-70-6310 | \$5.40 |
| FEBRUARY | SHINEY BAYS (22581) | Police Department Car Wash | 01-07-70-6316 | \$160.20 |
| MARCH 2013 | SHINEY BAYS (22581) | Police Department Car Wash | 01-07-70-6316 | \$323.80 |
| | | Total POLICE ADMINISTRATION | | \$4,930.89 |
| 04-1306784 | OKLA DEPARTMENT OF PUBLIC | OLETS Maintenance | 01-07-79-6304 | \$350.00 |
| 04-1307722 | OKLA DEPARTMENT OF PUBLIC | OLETS Maintenance | 01-07-79-6304 | \$350.00 |
| | | Total COMMUNICATIONS | | \$700.00 |
| | | Total POLICE | | \$5,630.89 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Street Maintenance | 01-12-00-6118 | \$2,974.39 |
| | | Total | | \$2,974.39 |

City of Guthrie 4/15/2013 8:35am
A/P Claims List
 4/15/2013 to 4/15/2013

| Invoice # | Vendor | Description | Account | Cost |
|------------------------------|--|--|---|--|
| | | Total STREET | | \$2,974.39 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Fleet Maintenance | 01-14-00-6118 | \$117.66 |
| | | Total | | \$117.66 |
| APRIL 2013 2034367 | SHINEY BAYS (22581) STEVE'S MUFFLER (379) | GPWA Car Wash | 01-14-41-6116 | \$39.70 |
| | | Exhaust Parts and Repairs | 01-14-41-6116 | \$30.00 |
| | | Total FLEET MAINTENANCE | | \$69.70 |
| | | Total FLEET MAINTENANCE | | \$187.36 |
| 291736 | GOOCH-SMITH ELECTRIC (1279) | Electrical Repairs | 01-15-11-6112 | \$65.00 |
| 0001968 | HURLEY PLUMBING 267 | Plumbing Repairs | 01-15-11-6112 | \$149.15 |
| 0002040 | HURLEY PLUMBING 267 | Plumbing Repairs | 01-15-11-6112 | \$155.85 |
| 0002044 | HURLEY PLUMBING 267 | Plumbing Repairs | 01-15-11-6112 | \$60.00 |
| 0002045 | HURLEY PLUMBING 267 | . | 01-15-11-6112 | \$83.15 |
| 3294 | PONDS RX 22643 | POND SERVICES FOR HIGHLAND PARK | 01-15-11-6112 | \$169.00 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Parks Maintenance | 01-15-11-6118 | \$1,383.52 |
| | | Total PARKS | | \$2,065.67 |
| | | Total PARKS & PUBLIC GROUNDS | | \$2,065.67 |
| | | Total GENERAL FUND | | \$31,720.36 |
| 2034377 | PHILLIP SCHLABACH (22970) | EMS Refund - Phillip Schlabach - DOI | 09-00-00-5435 | \$20.00 |
| | | Total | | \$20.00 |
| | | Total | | \$20.00 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Suppression | 09-09-90-6118 | \$900.15 |
| | | Total SUPPRESSION | | \$900.15 |
| NP37630615 | FLEETCOR TECHNOLOGIES | EMS | 09-09-92-6118 | \$2,806.02 |
| 000618 | GHM ENTERPRISES (1097) | Laundry Billing | 09-09-92-6310 | \$6.60 |
| 1003 | TIGAR PHYSICIAN STAFFING | MEDICAL DIRECTOR SERVICES | 09-09-92-6373 | \$400.00 |
| | | Total EMS | | \$3,212.62 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Fire Prevention | 09-09-96-6118 | \$412.79 |
| | | Total PREVENTION | | \$412.79 |
| | | Total FIRE | | \$4,525.56 |
| | | Total FIRE/EMS FUND | | \$4,545.56 |
| 2034374 | DEGEE GUMMOW 22969 | Overpayment on Final Bill Acct 12-120095- | 20-00-00-5480 | \$22.22 |
| 2034375 | J&A HOLDINGS, LLC 22968 | Overpayment on final bill 02-010390-004 | 20-00-00-5480 | \$29.02 |
| | | Total | | \$51.24 |
| | | Total | | \$51.24 |
| APRIL 2013 3826 | OKLAHOMA NATURAL GAS FORMS PLUS (185) | Natural Gas Monthly Billing | 20-21-00-6307 | \$2,341.48 |
| | | Second notices for utility billing | 20-21-00-6308 | \$436.39 |
| | | Total | | \$2,777.87 |
| | | Total PUBLIC WORKS GENERAL | | \$2,777.87 |
| 0312922-IN 96648 96765 | MANLEY BROS. OF INDIANA, SOUTHWEST CHEMICAL (20977) SOUTHWEST CHEMICAL (20977) | 6000 lbs #80 Silica Sand 50# bags plus Water Treatment Plant Chemicals Water Treatment Plant Chemicals | 20-23-00-6104 20-23-00-6104 20-23-00-6104 | \$1,234.50 \$4,002.00 \$1,449.50 |

City of Guthrie 4/15/2013 8:35am
A/P Claims List
 4/15/2013 to 4/15/2013

| Invoice # | Vendor | Description | Account | Cost |
|---------------|-----------------------------|--|---------------|--------------------|
| NP37630615 | FLEETCOR TECHNOLOGIES | Water Treatment Plant | 20-23-00-6118 | \$198.96 |
| | | Total | | \$6,884.96 |
| | | Total WATER PLANT | | \$6,884.96 |
| 000655 | GHM ENTERPRISES (1097) | Laundry Service | 20-24-00-6016 | \$6.60 |
| 000657 | GHM ENTERPRISES (1097) | Laundry Service | 20-24-00-6016 | \$6.60 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Waste Water Treatment Plant | 20-24-00-6118 | \$185.91 |
| 4718 | S & D ELECTRIC MOTOR SHOP | Repairs to Lift Stations | 20-24-00-6312 | \$2,640.20 |
| | | Total | | \$2,839.31 |
| | | Total WASTE WATER TREATMENT PLANT | | \$2,839.31 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Convenience Center | 20-26-00-6118 | \$0.00 |
| | | Total | | \$0.00 |
| | | Total CONVENIENCE CENTER | | \$0.00 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Line Maintenance | 20-27-00-6118 | \$1,914.00 |
| | | Total | | \$1,914.00 |
| | | Total LINE MAINTENANCE | | \$1,914.00 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Meter Department3 | 20-28-00-6118 | \$634.68 |
| | | Total | | \$634.68 |
| | | Total METER DEPARTMENT | | \$634.68 |
| | | Total GPWA OPERATING FUND | | \$15,102.06 |
| SRA1034A-3 | JACKSON & JACKSON | Safe Routes to School Preliminary Design | 30-30-05-6577 | \$6,500.00 |
| | | Total COMMUNITY DEVELOPMENT | | \$6,500.00 |
| 2034356 | CAROL HUMPHREY 22859 | LTAIO Presenter Correction to Previous | 30-30-06-6541 | \$9.00 |
| 2034357 | CAROL HUMPHREY 22859 | Presenter Honoriam and mileage for LTAIO | 30-30-06-6541 | \$219.93 |
| | | Total LIBRARY | | \$228.93 |
| | | Total GRANTS | | \$6,728.93 |
| | | Total GRANTS FUND | | \$6,728.93 |
| AG13023847 | DOLESE BROTHERS CO. (153) | SAND FOR PLAYGROUND FALL ZONE IN | 45-45-00-6545 | \$53.18 |
| AG13032103 | DOLESE BROTHERS CO. (153) | SAND FOR PLAYGROUND FALL ZONE IN | 45-45-00-6545 | \$56.69 |
| AG13032104 | DOLESE BROTHERS CO. (153) | SAND FOR PLAYGROUND FALL ZONE IN | 45-45-00-6545 | \$17.94 |
| 291734 | GOOCH-SMITH ELECTRIC (1279) | Highland Tralls Replacement on Lights, | 45-45-00-6545 | \$489.00 |
| | | Total | | \$616.81 |
| | | Total HOTEL/MOTEL-TOURISM | | \$616.81 |
| | | Total HOTEL/MOTEL TAX FUND | | \$616.81 |
| 2023736 | MYERS ENGINEERING | Preliminary and Final Design, Bidding and | 54-55-27-6373 | \$4,761.00 |
| | | Total LINE MAINTENANCE | | \$4,761.00 |
| | | Total INFRASTRUCTURE | | \$4,761.00 |
| | | Total CAPITAL PROJECTS | | \$4,761.00 |
| 2034378 | CITY OF GUTHRIE (20606) | \$75 deposit was not applied correctly to acct | 71-00-00-2074 | \$75.00 |
| 14-142710-016 | Utility Deposit/Refund | | 71-00-00-5555 | \$25.00 |

City of Guthrie 4/15/2013 8:35am
A/P Claims List
 4/15/2013 to 4/15/2013

| Invoice # | Vendor | Description | Account | Cost |
|------------|-----------------------|---|---------------|-------------|
| | | Total | | \$100.00 |
| | | Total | | \$100.00 |
| | | Total UTILITY DEPOSIT FUND | | \$100.00 |
| NP37630615 | FLEETCOR TECHNOLOGIES | Guthrie-Edmond Regional Airport | 98-98-00-6118 | \$65.24 |
| | | Total | | \$65.24 |
| 2023671 | MYERS ENGINEERING | Engineering Services Water and Sanitary | 98-98-95-6373 | \$5,505.90 |
| | | Total UTILITIES COMMERCIAL HANGARS | | \$5,505.90 |
| | | Total AIRPORT FUND | | \$5,571.14 |
| | | Total AIRPORT FUND | | \$5,571.14 |
| | | Total All Funds | | \$69,145.86 |

City of Guthrie
A/P Claims List
 from 4/17/2013 to 4/17/2013

| Invoice # | Vendor | Description | Account | Cost |
|-------------|-----------------------|--|---------------|--------------------|
| .MARCH 2013 | BANK OF AMERICA 22774 | Central Office Supplies | 01-01-00-6100 | \$469.43 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Janitor/Chemicals Supplies | 01-01-00-6103 | \$3,400.92 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies | 01-01-00-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building & Grounds | 01-01-00-6112 | \$1,051.55 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-01-00-6114 | \$411.38 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Telephone | 01-01-00-6301 | \$2,304.70 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Printing | 01-01-00-6308 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Computer Operations | 01-01-00-6311 | \$761.27 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Council Travel/Training | 01-01-00-6314 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Communications | 01-01-00-6318 | \$769.45 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Advertising - Legal Publications | 01-01-00-6334 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Services/Charges | 01-01-00-6346 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Maintenance Agreement | 01-01-00-6347 | \$1,076.27 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Membership Dues | 01-01-00-6350 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Services | 01-01-00-6373 | \$4,209.01 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Internet Services | 01-01-00-6381 | \$279.90 |
| | | Total | | \$14,733.88 |
| | | Total GENERAL GOVERNMENT | | \$14,733.88 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (City Manager) | 01-02-20-6048 | \$245.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-02-20-6317 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-02-20-6355 | \$0.00 |
| | | Total CITY MANAGER | | \$245.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (HR) | 01-02-24-6048 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Supplies & Operating Expense - GTV 20 | 01-02-24-6126 | \$495.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-02-24-6317 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Advertising - Legal Publications | 01-02-24-6334 | \$0.00 |
| | | Total HUMAN RESOURCES | | \$495.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - | 01-02-25-6016 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (Building Services) | 01-02-25-6048 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies | 01-02-25-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-02-25-6316 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-02-25-6317 | \$0.00 |
| | | Total BUILDING SERVICES | | \$0.00 |
| | | Total ADMINISTRATION | | \$740.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (Finance) | 01-03-30-6048 | \$516.94 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-03-30-6317 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Maintenance Agreements | 01-03-30-6347 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Recording/Dues/Subscriptions | 01-03-30-6355 | \$0.00 |
| | | Total FINANCE | | \$516.94 |
| | | Total FINANCE | | \$516.94 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (Planning) | 01-05-50-6048 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies/Apparel | 01-05-50-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous | 01-05-50-6114 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Computer Supplies | 01-05-50-6123 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Printing | 01-05-50-6308 | \$10.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-05-50-6316 | \$0.00 |

City of Guthrie
A/P Claims List
 from 4/17/2013 to 4/17/2013

| Invoice # | Vendor | Description | Account | Cost |
|-------------|-----------------------|------------------------------------|---------------|-------------------|
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-05-50-6317 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Advertising - Legal Publications | 01-05-50-6334 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-05-50-6355 | \$70.00 |
| | | Total COMMUNITY DEVELOPMENT | | \$80.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Printing | 01-05-51-6308 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-05-51-6316 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Advertising - Legal Publications | 01-05-51-6334 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-05-51-6355 | \$0.00 |
| | | Total CODE COMPLIANCE | | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development | 01-05-53-6048 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Computer Supplies | 01-05-53-6123 | \$19.59 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Printing | 01-05-53-6308 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-05-53-6355 | \$0.00 |
| | | Total ECONOMIC DEVELOPMENT | | \$19.59 |
| | | Total PLANNING | | \$99.59 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Literacy Programming Supplies | 01-06-60-6114 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Library Supplies | 01-06-60-6117 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Library Materials - Print | 01-06-60-6130 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Library Materials - Electronic | 01-06-60-6131 | \$565.31 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-06-60-6317 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building Maintenance | 01-06-60-6387 | \$108.00 |
| | | Total LIBRARY | | \$673.31 |
| | | Total LIBRARY | | \$673.31 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - PD | 01-07-70-6019 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Employee Physicals | 01-07-70-6030 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals | 01-07-70-6104 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Jail Supplies | 01-07-70-6106 | \$4.14 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Food/Humans | 01-07-70-6107 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies/Apparel | 01-07-70-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building & Grounds | 01-07-70-6112 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-07-70-6114 | \$243.01 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Photo/Video Supplies | 01-07-70-6120 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Crime Prevention Program | 01-07-70-6122 | \$406.22 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Printing | 01-07-70-6308 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Computer Maintenance/Operations | 01-07-70-6311 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-07-70-6316 | \$2,886.73 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-07-70-6317 | \$80.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Communications | 01-07-70-6318 | \$407.31 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Collections | 01-07-70-6340 | \$273.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Special Events | 01-07-70-6342 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Training Program | 01-07-70-6343 | \$3,187.53 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-07-70-6355 | \$30.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Jail Cost | 01-07-70-6378 | \$0.00 |
| | | Total POLICE ADMINISTRATION | | \$7,517.94 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniform Allowance - PD | 01-07-71-6019 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Ammunition | 01-07-71-6105 | \$2,485.65 |

City of Guthrie
A/P Claims List
 from 4/17/2013 to 4/17/2013

| Invoice # | Vendor | Description | Account | Cost |
|--------------------------------------|-----------------------|--|---------------|--------------------|
| Total POLICE OPERATIONS | | | | \$2,485.65 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals | 01-07-72-6104 | \$84.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Shelter Food/Supplies | 01-07-72-6108 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies/Apparel | 01-07-72-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building & Grounds | 01-07-72-6112 | \$45.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-07-72-6114 | \$36.54 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Animal Cages | 01-07-72-6132 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Veterinary Medicine | 01-07-72-6133 | \$60.00 |
| Total ANIMAL CONTROL | | | | \$225.54 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Photo/Video Supplies | 01-07-77-6120 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Drug Enforcement Program | 01-07-77-6124 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Property/Evidence Supplies | 01-07-77-6323 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Special Investigation Operations | 01-07-77-6336 | \$160.00 |
| Total CRIMINAL INVESTIGATIONS | | | | \$160.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-07-78-6114 | \$30.95 |
| Total LAKE ENFORCEMENT | | | | \$30.95 |
| Total POLICE | | | | \$10,420.08 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - Street Dept. | 01-12-00-6016 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (Street Dept) | 01-12-00-6048 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Minor Tools | 01-12-00-6102 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals | 01-12-00-6104 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies | 01-12-00-6110 | \$17.98 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Traffic Supplies | 01-12-00-6111 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building & Grounds | 01-12-00-6112 | \$22.47 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Street/Sidewalks/Bridges | 01-12-00-6113 | \$1,219.94 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-12-00-6114 | \$32.64 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Signs & Materials | 01-12-00-6115 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Fuel & Lube | 01-12-00-6118 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-12-00-6316 | \$10,176.59 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-12-00-6317 | \$2,492.53 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Communications | 01-12-00-6318 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Equipment Rental | 01-12-00-6321 | \$0.00 |
| Total | | | | \$13,962.15 |
| Total STREET | | | | \$13,962.15 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - Fleet Maintenance | 01-14-00-6016 | \$134.60 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (Fleet Maintenanc | 01-14-00-6048 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Minor Tools | 01-14-00-6102 | \$314.60 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals | 01-14-00-6104 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies | 01-14-00-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building & Grounds | 01-14-00-6112 | \$75.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-14-00-6114 | \$17.69 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-14-00-6316 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-14-00-6317 | \$304.59 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Computer Maintenance | 01-14-00-6324 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Services / Charges | 01-14-00-6346 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Required / Mandatory Testing | 01-14-00-6357 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Reference Books | 01-14-00-6379 | \$0.00 |

City of Guthrie
A/P Claims List
 from 4/17/2013 to 4/17/2013

| Invoice # | Vendor | Description | Account | Cost |
|---|-----------------------|---|---------------|--------------------|
| Total | | | | \$846.48 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-14-41-6116 | \$305.75 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Fuel & Lube | 01-14-41-6118 | \$143.02 |
| Total FLEET MAINTENANCE | | | | \$448.77 |
| Total FLEET MAINTENANCE | | | | \$1,296.25 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - | 01-15-11-6016 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Minor Tools | 01-15-11-6102 | \$956.94 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals | 01-15-11-6104 | \$836.80 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies | 01-15-11-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Buildings & Grounds | 01-15-11-6112 | \$348.45 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-15-11-6114 | \$39.96 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Fuel & Lube | 01-15-11-6118 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Recreational Supplies | 01-15-11-6125 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-15-11-6316 | \$42.54 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-15-11-6317 | \$501.83 |
| Total PARKS | | | | \$2,726.52 |
| Total PARKS & PUBLIC GROUNDS | | | | \$2,726.52 |
| Total GENERAL FUND | | | | \$45,167.72 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - FD/Suppression | 09-09-90-6016 | \$609.30 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (FD) | 09-09-90-6048 | \$55.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Minor Tools | 09-09-90-6102 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals | 09-09-90-6104 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Food/Humans | 09-09-90-6107 | \$34.41 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies | 09-09-90-6110 | \$110.60 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building & Grounds | 09-09-90-6112 | \$901.30 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 09-09-90-6114 | \$195.05 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 09-09-90-6316 | \$1,195.60 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 09-09-90-6317 | \$11.81 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Dues & Subscriptions | 09-09-90-6355 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Certification Equipment | 09-09-90-6362 | \$0.00 |
| Total SUPPRESSION | | | | \$3,113.07 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - FD/EMS | 09-09-92-6016 | \$1,204.37 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (EMS) | 09-09-92-6048 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals/Ambulance Supplies | 09-09-92-6104 | \$1,391.67 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies/Apparel | 09-09-92-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 09-09-92-6316 | \$749.96 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Communications | 09-09-92-6318 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Dues & Subscriptions | 09-09-92-6355 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Services | 09-09-92-6373 | \$0.00 |
| Total EMS | | | | \$3,346.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - FD/Admin | 09-09-96-6016 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (Fire - Admin) | 09-09-96-6048 | \$180.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Minor Tools | 09-09-96-6102 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Food/Humans | 09-09-96-6107 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 09-09-96-6114 | \$85.93 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Public Education | 09-09-96-6121 | \$0.00 |

City of Guthrie
A/P Claims List
 from 4/17/2013 to 4/17/2013

| Invoice # | Vendor | Description | Account | Cost |
|-------------|-----------------------|--|---------------|-------------------|
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 09-09-96-6316 | \$408.56 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Communications | 09-09-96-6318 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Dues & Subscriptions | 09-09-96-6355 | \$0.00 |
| | | Total PREVENTION | | \$674.49 |
| | | Total FIRE | | \$7,133.56 |
| | | Total FIRE/EMS FUND | | \$7,133.56 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Buildings & Grounds (GPWA) | 20-21-00-6112 | \$88.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 20-21-00-6114 | \$143.76 |
| .MARCH 2013 | BANK OF AMERICA 22774 | May 24, 2011 Tornado Fund | 20-21-00-6120 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Telephone | 20-21-00-6301 | \$2,304.69 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Printing | 20-21-00-6308 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Postage | 20-21-00-6309 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-21-00-6317 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Communications | 20-21-00-6318 | \$29.90 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Utilities Collection Fees | 20-21-00-6340 | \$48.40 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Maintenance Agreements | 20-21-00-6347 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Services | 20-21-00-6373 | \$0.00 |
| | | Total | | \$2,614.75 |
| | | Total PUBLIC WORKS GENERAL | | \$2,614.75 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (GPWA Admin) | 20-22-00-6048 | \$0.00 |
| | | Total | | \$0.00 |
| | | Total PUBLIC WORKS ADMINISTRATION | | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - WTP | 20-23-00-6016 | \$235.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (WTP) | 20-23-00-6048 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Minor Tools | 20-23-00-6102 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals/Medical | 20-23-00-6104 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Lab Supplies | 20-23-00-6109 | \$707.17 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Apparel & Supplies | 20-23-00-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building & Grounds | 20-23-00-6112 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 20-23-00-6114 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Annual State Water Testing | 20-23-00-6303 | \$432.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 20-23-00-6316 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-23-00-6317 | \$159.76 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Computer Maintenance | 20-23-00-6324 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Publishing Fees | 20-23-00-6334 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Booster Station | 20-23-00-6335 | \$0.00 |
| | | Total | | \$1,533.93 |
| | | Total WATER PLANT | | \$1,533.93 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - WWTP | 20-24-00-6016 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Minor Tools | 20-24-00-6102 | \$27.98 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals | 20-24-00-6104 | \$115.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Lab Supplies | 20-24-00-6109 | \$1,907.18 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Apparel & Supplies | 20-24-00-6110 | \$210.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Buildings & Grounds | 20-24-00-6112 | \$109.83 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 20-24-00-6114 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Fuel & Lube | 20-24-00-6114 | \$0.00 |

City of Guthrie
A/P Claims List
 from 4/17/2013 to 4/17/2013

| Invoice # | Vendor | Description | Account | Cost |
|-------------|-----------------------|--|---------------|--------------------|
| .MARCH 2013 | BANK OF AMERICA 22774 | Lift Station Maintenance | 20-24-00-6312 | \$157.97 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 20-24-00-6316 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-24-00-6317 | \$954.57 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Required/Mandatory Testing | 20-24-00-6357 | \$273.77 |
| | | Total | | \$3,756.30 |
| | | Total WASTE WATER TREATMENT PLANT | | \$3,756.30 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - Convenience Ctr. | 20-26-00-6016 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Minor Tools | 20-26-00-6102 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Apparel & Supplies | 20-26-00-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building & Grounds | 20-26-00-6112 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 20-26-00-6114 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Fuel & Lube | 20-26-00-6118 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Printing | 20-26-00-6308 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 20-26-00-6316 | \$316.31 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-26-00-6317 | \$0.00 |
| | | Total | | \$316.31 |
| | | Total CONVENIENCE CENTER | | \$316.31 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Uniforms - Line Maintenance | 20-27-00-6016 | \$560.58 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (Line Maintenance | 20-27-00-6048 | \$124.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Minor Tools | 20-27-00-6102 | \$81.66 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals | 20-27-00-6104 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Apparel & Supplies | 20-27-00-6110 | \$123.95 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Buildings and Grounds | 20-27-00-6112 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 20-27-00-6114 | \$34.48 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Water/Sewer Maintenance | 20-27-00-6119 | \$1,541.23 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Street/Sidewalks | 20-27-00-6313 | \$460.23 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 20-27-00-6316 | \$809.74 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-27-00-6317 | \$217.54 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Services/Charges | 20-27-00-6346 | \$0.00 |
| | | Total | | \$3,953.41 |
| | | Total LINE MAINTENANCE | | \$3,953.41 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Apparel & Supplies | 20-28-00-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 20-28-00-6114 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Water Meters | 20-28-00-6129 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Vehicle Maintenance | 20-28-00-6316 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-28-00-6317 | \$0.00 |
| | | Total | | \$0.00 |
| | | Total METER DEPARTMENT | | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Chemicals | 20-29-00-6104 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building & Grounds | 20-29-00-6112 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 20-29-00-6114 | \$0.00 |
| .MARCH 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 | | \$12,174.70 |

City of Guthrie
A/P Claims List
 from 4/17/2013 to 4/17/2013

| Invoice # | Vendor | Description | Account | Cost |
|--------------|-----------------------|--|---------------|--------------------|
| .MARCH 2013 | BANK OF AMERICA 22774 | Library: State Aid (ODL) | 30-30-06-6541 | \$2,350.02 |
| | | Total LIBRARY | | \$2,350.02 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Police: OSBI Grant | 30-30-07-6357 | \$789.45 |
| .MARCH 2013. | BANK OF AMERICA 22774 | Police Grant | 30-30-07-6358 | \$8,998.38 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Bullet Proof Vest Grant | 30-30-07-6597 | \$0.00 |
| | | Total POLICE DEPARTMENT | | \$9,787.83 |
| | | Total GRANTS | | \$12,137.85 |
| | | Total GRANTS FUND | | \$12,137.85 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Capital Outlay / mower | 45-45-00-6532 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Park Improvements | 45-45-00-6545 | \$2,613.44 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Lake Improvents | 45-45-00-6546 | \$0.00 |
| | | Total | | \$2,613.44 |
| | | Total HOTEL/MOTEL-TOURISM | | \$2,613.44 |
| | | Total HOTEL/MOTEL TAX FUND | | \$2,613.44 |
| .MARCH 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 |
| .MARCH 2013 | BANK OF AMERICA 22774 | All Copier Lease | 54-54-02-6705 | \$616.00 |
| | | Total ADMINISTRATION | | \$616.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | E911 | 54-54-07-6514 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Computer Server | 54-54-07-6515 | \$0.00 |
| | | Total POLICE DEPARTMENT | | \$0.00 |
| | | Total FACILITIES | | \$616.00 |
| | | Total CAPITAL PROJECTS | | \$616.00 |
| .MARCH 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 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Professional Development (Airport) | 98-98-00-6048 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Office Supplies | 98-98-00-6101 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Minor Tools | 98-98-00-6102 | \$85.44 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Safety Supplies/Apparel | 98-98-00-6110 | \$0.00 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Building & Grounds | 98-98-00-6112 | \$418.50 |
| .MARCH 2013 | BANK OF AMERICA 22774 | Telephone & Internet | 98-98-00-6301 | \$236.76 |
| | | Total | | \$740.70 |
| | | Total AIRPORT FUND | | \$740.70 |
| | | Total AIRPORT FUND | | \$740.70 |
| | | Total All Funds | | \$80,583.97 |

City of Guthrie 4/18/2013 9:09am
A/P Claims List
 4/18/2013 to 4/18/2013

| Invoice # | Vendor | Description | Account | Cost |
|---------------|---------------------------|---|---------------|--------------------|
| APRIL 2013 | OG&E 405 | Monthly Billing for Electric | 01-01-00-6305 | \$3,493.04 |
| APRIL 2013 | OG&E 405 | Monthly Billing for Electric | 01-01-00-6306 | \$10,301.34 |
| | | Total | | \$13,794.38 |
| | | Total GENERAL GOVERNMENT | | \$13,794.38 |
| APRIL 2013 | RANDEL C. SHADID (20656) | Postage - Reimbursement, etc. | 01-02-20-6054 | \$121.86 |
| | | Total CITY MANAGER | | \$121.86 |
| | | Total ADMINISTRATION | | \$121.86 |
| 2034370 | REGINALD SMITH JR. | Reimbursement for UCO Alert Class - Meals | 01-07-70-6343 | \$9.33 |
| | | Total POLICE ADMINISTRATION | | \$9.33 |
| | | Total POLICE | | \$9.33 |
| 2013-01-23 | OAEVT (OK Assoc Emergency | Shop Enrollment and Registration | 01-14-00-6048 | \$30.00 |
| | | Total | | \$30.00 |
| | | Total FLEET MAINTENANCE | | \$30.00 |
| | | Total GENERAL FUND | | \$13,955.57 |
| 2034369 | JAMES GALLANT dba/ LONG | Drywall Repair In Fire Station | 09-09-90-6112 | \$325.00 |
| | | Total SUPPRESSION | | \$325.00 |
| 000653 | GHM ENTERPRISES (1097) | Laundry Billing | 09-09-92-6310 | \$10.20 |
| APRIL 2013 | INTERMEDIX (22025) | Intermedix Billing | 09-09-92-6373 | \$7,442.98 |
| MARCH 2013 | INTERMEDIX (22025) | Intermedix Billing | 09-09-92-6373 | \$4,311.02 |
| | | Total EMS | | \$11,764.20 |
| | | Total FIRE | | \$12,089.20 |
| | | Total FIRE/EMS FUND | | \$12,089.20 |
| APRIL 2013 | OG&E 405 | Monthly Billing for Electric | 20-21-00-6305 | \$7,366.68 |
| | | Total | | \$7,366.68 |
| | | Total PUBLIC WORKS GENERAL | | \$7,366.68 |
| 1052 | MID AMERICA HYDRO TECH | Water Treatment Plant Chemicals | 20-23-00-6104 | \$566.46 |
| | | Total | | \$566.46 |
| | | Total WATER PLANT | | \$566.46 |
| | | Total GPWA OPERATING FUND | | \$7,933.14 |
| 05-050410-017 | Utility/Deposit Refund | | 71-00-00-5555 | \$33.80 |
| 07-070080-002 | Utility/Deposit Refund | | 71-00-00-5555 | \$14.65 |
| 07-070888-004 | Utility/Deposit Refund | | 71-00-00-5555 | \$41.34 |
| 07-071970-009 | Utility/Deposit Refund | | 71-00-00-5555 | \$46.42 |
| 07-072670-005 | Utility/Deposit Refund | | 71-00-00-5555 | \$19.52 |
| 08-083120-009 | Utility/Deposit Refund | | 71-00-00-5555 | \$75.00 |
| 12-123030-004 | Utility/Deposit Refund | | 71-00-00-5555 | \$75.00 |
| 14-142610-002 | Utility/Deposit Refund | | 71-00-00-5555 | \$24.28 |
| 15-153030-009 | Utility/Deposit Refund | | 71-00-00-5555 | \$26.19 |
| | | Total | | \$356.20 |
| | | Total | | \$356.20 |

City of Guthrie 4/18/2013 9:09am
A/P Claims List
4/18/2013 to 4/18/2013

| Invoice # | Vendor | Description | Account | Cost |
|------------|----------|------------------------------|---------------|-------------|
| | | Total UTILITY DEPOSIT FUND | | \$356.20 |
| APRIL 2013 | OG&E 405 | Monthly Billing for Electric | 98-98-00-6305 | \$542.12 |
| | | Total | | \$542.12 |
| | | Total AIRPORT FUND | | \$542.12 |
| | | Total AIRPORT FUND | | \$542.12 |
| | | Total All Funds | | \$34,876.23 |

A/P Claims List

From 4/25/2013 to 4/25/2013

| Invoice # | Vendor | Description | Account | Cost |
|------------|----------------------------|---------------------------------------|---------------|--------------------|
| 00063 | GHM ENTERPRISES (1097) | Dust Mop Cleaning | 01-01-00-6103 | \$6.00 |
| 0002052 | HURLEY PLUMBING 267 | Misc Plumbing Repairs | 01-01-00-6112 | \$23.50 |
| MAY 2013 | O.M.A.G.(21303) | Building/Property Monthly Payment | 01-01-00-6326 | \$3,433.07 |
| MAY 2013 | O.M.A.G.(21302) | Workers' Compensation Monthly Payment | 01-01-00-6326 | \$12,852.37 |
| MAY 2013 | O.M.A.G.(425) | Auto/Liability Monthly Payment | 01-01-00-6326 | \$4,240.13 |
| 7274 | CRAWFORD & | Professional Services-Accounting and | 01-01-00-6330 | \$3,037.50 |
| 2034195 | JOHN M ARLIDGE & ASSOC. | Auditing Service for Fiscal Year 2012 | 01-01-00-6330 | \$16,800.00 |
| | | Total | | \$40,392.57 |
| | | Total GENERAL GOVERNMENT | | \$40,392.57 |
| 461 | A CUT ABOVE LAWN SERVICE | Abatements | 01-05-51-6354 | \$75.00 |
| | | Total CODE COMPLIANCE | | \$75.00 |
| | | Total PLANNING | | \$75.00 |
| 20130167 | C.O.P.S. PRODUCTS, L.L.C. | Holsters/Lights/Misc Items | 01-07-70-6110 | \$533.10 |
| 598597 | OLD WEST CABINETS, INC. | Materials - Cut Plywood for Armory | 01-07-70-6114 | \$225.00 |
| 2034390 | JEREMY THORNE 22569 | Turnpike Fees | 01-07-70-6343 | \$6.50 |
| | | Total POLICE ADMINISTRATION | | \$764.60 |
| | | Total POLICE | | \$764.60 |
| | | Total GENERAL FUND | | \$41,232.17 |
| 124598. | WASTE CONNECTIONS, INC | | 20-00-00-5466 | (\$250.00) |
| | | Total | | (\$250.00) |
| | | Total | | (\$250.00) |
| MAY 2013 | O.M.A.G. 21303 | Building/Property Monthly Payment | 20-21-00-6326 | \$3,433.07 |
| MAY 2013 | O.M.A.G. 21302 | Workers' Compensation Monthly Payment | 20-21-00-6326 | \$12,852.37 |
| MAY 2013 | O.M.A.G. 425 | Auto/Liability Monthly Payment | 20-21-00-6326 | \$4,240.13 |
| 124598 | WASTE CONNECTIONS, INC | Sanitation Service Agreement | 20-21-00-6348 | \$72,054.37 |
| 2023801 | MYERS ENGINEERING | Auto match Meter Reading System MECE | 20-21-00-6373 | \$1,554.45 |
| | | Total | | \$94,134.39 |
| | | Total PUBLIC WORKS GENERAL | | \$94,134.39 |
| 96852 | SOUTHWEST CHEMICAL (20977) | Water Treatment Plant Chemicals | 20-23-00-6104 | \$4,062.00 |
| 96873 | SOUTHWEST CHEMICAL (20977) | Water Treatment Plant Chemicals | 20-23-00-6104 | \$774.50 |
| | | Total | | \$4,836.50 |
| | | Total WATER PLANT | | \$4,836.50 |
| 124598 | WASTE CONNECTIONS, INC | Sanitation Service Agreement | 20-26-00-6375 | \$4,469.47 |
| | | Total | | \$4,469.47 |
| | | Total CONVENIENCE CENTER | | \$4,469.47 |
| 11861 | MAC'S PLUMBING CO. (218) | 2102 W. Noble Emergency Repair | 20-27-00-6119 | \$2,020.00 |
| | | Total | | \$2,020.00 |
| | | Total LINE MAINTENANCE | | \$2,020.00 |
| APRIL 2013 | BURRELL INC. (21286) | Meter Reading Contract | 20-28-00-8054 | \$2,924.22 |
| | | Total | | \$2,924.22 |
| | | Total METER DEPARTMENT | | \$2,924.22 |

City of Guthrie 4/25/2013 11:00am
A/P Claims List
 From 4/25/2013 to 4/25/2013

| Invoice # | Vendor | Description | Account | Cost |
|---------------|---------------------------|---|---------------|---------------------|
| | | Total GPWA OPERATING FUND | | \$108,134.58 |
| 20130167 | C.O.P.S. PRODUCTS, L.L.C. | Vests | 30-30-07-6597 | \$3,279.30 |
| | | Total POLICE DEPARTMENT | | \$3,279.30 |
| | | Total GRANTS | | \$3,279.30 |
| | | Total GRANTS FUND | | \$3,279.30 |
| 3RD QUARTER | GUTHRIE CHAMBER OF | Guthrie Chamber Contract | 45-45-00-6367 | \$25,965.39 |
| | | Total | | \$25,965.39 |
| | | Total HOTEL/MOTEL-TOURISM | | \$25,965.39 |
| | | Total HOTEL/MOTEL TAX FUND | | \$25,965.39 |
| 2023785 | MYERS ENGINEERING | Task Order #63 - Replacement of Municipal | 54-54-02-6525 | \$7,940.00 |
| | | Total ADMINISTRATION | | \$7,940.00 |
| | | Total FACILITIES | | \$7,940.00 |
| 2023799 | MYERS ENGINEERING | Preliminary and Final Design, Bidding and | 54-55-27-6373 | \$1,612.36 |
| | | Total LINE MAINTENANCE | | \$1,612.36 |
| | | Total INFRASTRUCTURE | | \$1,612.36 |
| MAY 2013 | OKLAHOMA STATE BANK | 10 Wheel Dump Truck Monthly Payment | 54-56-12-6708 | \$2,031.00 |
| MAY 2013 | COMMUNITY STATE BANK | Cat Warren Lease/Purchase Monthly | 54-56-12-6718 | \$2,687.82 |
| | | Total STREET DEPARTMENT | | \$4,718.82 |
| | | Total VEHICLES & EQUIPMENT | | \$4,718.82 |
| | | Total CAPITAL PROJECTS | | \$14,271.18 |
| 07-072831-005 | Utility Deposit/Refund | | 71-00-00-5555 | \$20.62 |
| | | Total | | \$20.62 |
| | | Total | | \$20.62 |
| | | Total UTILITY DEPOSIT FUND | | \$20.62 |
| MAY 2013 | O.M.A.G. 21303 | Building/Property Monthly Payment | 98-98-00-6329 | \$307.07 |
| MAY 2013 | O.M.A.G. 21302 | Workers' Compensation Monthly Payment | 98-98-00-6329 | \$429.80 |
| MAY 2013 | O.M.A.G. 425 | Auto/Liability Monthly Payment | 98-98-00-6329 | \$52.56 |
| | | Total | | \$789.43 |
| | | Total AIRPORT FUND | | \$789.43 |
| | | Total AIRPORT FUND | | \$789.43 |
| MAY 2013 | OKLAHOMA DEPARTMENT OF | 3 | 99-99-00-6702 | \$1,041.67 |
| | | Total | | \$1,041.67 |
| | | Total GUTHRIE INDUSTRIAL DEVELOPMENT | | \$1,041.67 |
| | | Total GUTHRIE INDUSTRIAL DEVELOPMENT | | \$1,041.67 |
| | | Total All Funds | | \$194,734.34 |

City of Guthrie
A/P Claims List
 from 4/30/2013 to 4/30/2013

| Invoice # | Vendor | Description | Account | Cost |
|-----------|-----------------------------|---|---------------|--------------------|
| 000659 | GHM ENTERPRISES (1097) | Police Department Laundry | 01-07-70-6310 | \$4.20 |
| 000661 | GHM ENTERPRISES (1097) | Police Department Laundry | 01-07-70-6310 | \$10.20 |
| 000666 | GHM ENTERPRISES (1097) | Police Department Laundry | 01-07-70-6310 | \$15.00 |
| 00668 | GHM ENTERPRISES (1097) | Police Department Laundry | 01-07-70-6310 | \$10.80 |
| | | Total POLICE ADMINISTRATION | | \$40.20 |
| | | Total POLICE | | \$40.20 |
| | | Total GENERAL FUND | | \$40.20 |
| 1064 | MID AMERICA HYDRO TECH (211 | Water Treatment Plant Chemicals | 20-23-00-6104 | \$17,526.60 |
| | | Total | | \$17,526.60 |
| | | Total WATER PLANT | | \$17,526.60 |
| 000660 | GHM ENTERPRISES (1097) | Laundry Service | 20-24-00-6016 | \$5.40 |
| 000662 | GHM ENTERPRISES (1097) | Laundry Service | 20-24-00-6016 | \$6.60 |
| 000665 | GHM ENTERPRISES (1097) | Laundry Service | 20-24-00-6016 | \$6.60 |
| 000669 | GHM ENTERPRISES (1097) | Laundry Service | 20-24-00-6016 | \$6.60 |
| 96874 | SOUTHWEST CHEMICAL (20977) | Bleach and Sodium Bisulfite | 20-24-00-6104 | \$2,435.00 |
| 2034382 | RUDY BOX & ASSOCIATES, INC. | Replace broken guide rails and other rusty eq | 20-24-00-6312 | \$6,000.00 |
| 4765 | S & D ELECTRIC MOTOR SHOP | Repair 25 HP Yeoman Pump from L.S. #6 | 20-24-00-6312 | \$3,360.80 |
| 4762 | S & D ELECTRIC MOTOR SHOP | Repair 3.4 KSB pump for the final clarifier slu | 20-24-00-6317 | \$2,950.00 |
| | | Total | | \$14,771.00 |
| | | Total WASTE WATER TREATMENT PLANT | | \$14,771.00 |
| | | Total GPWA OPERATING FUND | | \$32,297.60 |
| 5101-13 | WISE ELECTRIC COMPANY 222 | PAPI Repairs | 98-98-00-6315 | \$5,000.00 |
| | | Total | | \$5,000.00 |
| | | Total AIRPORT FUND | | \$5,000.00 |
| | | Total AIRPORT FUND | | \$5,000.00 |
| | | Total All Funds | | \$37,337.80 |



Agenda Item Cover Letter

| | | |
|--|------------------------|------------------|
| Meeting | Date of Meeting | Contact |
| <input type="checkbox"/> City Council | May 7, 2013 | Kim Biggs, |
| <input checked="" type="checkbox"/> GPWA | | Purchasing Agent |
| <input type="checkbox"/> Other: _____ | | |

Agenda Item

Consider approval to re-bid the Agricultural Lease Agreement for the 59+/- acres of farmland located in the area of the Convenience Center.

Summary

On November 20, 2012, the Trustees of the Guthrie Public Works Authority authorized the Purchasing Agent to solicit bids for a five-year Agricultural Lease Agreement administered annually through a Renewal Agreement. The bids were open Thursday, December 27, 2012 at 10:00 a.m. Two (2) bid proposals were received. On February 19, 2013 the Trustees received a request to change the term of the Agricultural Lease to a "Crop Year" of July 1 through June 30. At that time, the Trustees by unanimous vote rejected all bids and in turn requested staff to enter into a limited agreement with the previous tenant, Mr. Hugh Plagg, due to the "crop year" and with the understanding that the leasing of this property would go through the bid process with a new lease being awarded to begin July 1, 2013.

| | | | |
|-------------------------|---|--|------------------------------|
| Funding Expected | <input checked="" type="checkbox"/> Revenue | <input type="checkbox"/> Expenditure | <input type="checkbox"/> N/A |
| Budgeted | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Account Number | <u>20-00-00-5466</u> | Amount | <u>N/A</u> |
| Legal Review | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Required | Completed Date: _____ |
| Mayor's Appt. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |

Supporting documents attached

- Agricultural Lease Agreement

Recommendation

Approve the Purchasing Agent to begin the process of soliciting bids for the leasing of 59+/- acres of farmland located in the area of the Convenience Center.

Action Needed Public Hearing Motion Emergency Clause

AGRICULTURAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this ____ day of _____, 20 __, by and between THE GUTHRIE PUBLIC WORKS AUTHORITY, a public trust, hereinafter the "LESSOR", and _____, 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 hereof, LESSOR hereby demises and lease to LESSEE, and LESSEE hereby rents and leases from LESSOR, the real property situated in Logan County, 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 (the said real property, building and improvements being hereinafter referred to as the "Premises").

(b) LESSOR makes no warranties or representations as to the exact acreage contained in the subject Premises, and should Lessee desire to confirm the exact acreage, Lessee shall be solely responsible for the cost and expense incurred therein. Should such a survey disclose there to be less than the Sixty (60) acres, more or less, less except one (1) acre located in the southwest corner of the premises to be restricted to the LESSOR for top soil removal, which LESSOR reasonably believes to be contained in the Premises, Lessee shall not be entitled to any reduction or setoff in the annual rental due hereunder.

(c) LESSOR reserves the right of ingress and egress over and across Premises for the purpose of monitoring existing water wells situated upon the Premises. LESSOR shall clearly mark and identify such wells. Water well measurements are necessary at least every three (3) months. LESSOR will exercise its best efforts to conduct such monitoring operations 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 ____ day of _____, 20 __, (the "Commencement Date") and ending on the ____ day of _____, 20 __, subject to termination as provided herein (the "Lease Term").

2. **RENT AND SECURITY DEPOSIT:** (a) LESSEE agrees to pay to LESSOR, without deduction or set off, for a total annual rental for the Premises the sum of _____ for the Lease Term for the demised premises described in Exhibit "A" attached hereto, payable at the Lessor's address as shown in paragraph 20, below (the "Rent"). Said annual rental installment shall be due and payable on the Commencement Date.

3. **PURPOSE AND USE:** The City will not allow damage or destruction to the terraces as part of the purpose and use. The premises shall be used for agricultural farmland, including crop production, livestock and grazing purposes, and for such other lawful purposes as may be

incidental thereto. Any expansion of the rights granted under this paragraph for the use and purpose of this Lease shall first be approved by the Board of Trustees of the Guthrie Public Works Authority (the "Authority"). In the event Lessee shall use the Premises for grazing purposes, the Lessee shall furnish, as its own cost and expense, all materials and labor necessary to erect, maintain, and repair such fences as are necessary to confine and control livestock on said premises. LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary for such uses and purposes. LESSEE shall comply with all governmental laws, ordinances, and regulations applicable to 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 shall not permit any rubbish, refuse, or garbage to accumulate or create a fire hazard in or about the Premises. 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 costs of insurance coverage with respect to the Premises.

4. REPAIRS AND MAINTENANCE: (a) LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and 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 to tear alone accepted.

5. ALTERATION: (a) LESSEE shall not make any alteration, additions or improvements to the Premises without the 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 property of LESSOR, LESSEE waiving any right of compensation therefore, and LESSEE shall have only a leasehold interest therein, subject to the terms hereof.

6. INSPECTION: LESSOR and LESSOR'S agents and appointed representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours (in emergencies at all times) for the purpose of ascertaining the condition of the Premises. LESSOR'S General Manager, or their designee, 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 indicating that the Premises are available for lease.

7. UTILITIES: LESSEE shall pay for all utilities he may use on the Premises in connection with this Lease.

8. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign or transfer this Lease or any interest therein, without the prior written consent of LESSOR, as given by the City Manager/General Manager of the City of Guthrie and the Authority, and 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:

Lessee shall provide proof of insurance upon the commencement date and on each renewal term.

- a. Comprehensive public liability insurance in the amount of at least Five Hundred Thousand and no/100 (\$500,000.00) Dollars for injury to or death to any one person and Five Hundred Thousand and no/100 (\$500,00.00) Dollars for any injury to or death to any number of persons in one occurrence upon or in connection with the use of the Premises.
- b. 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 Five Hundred Thousand and no/100 Dollars.

Such policy or policies shall designate LESSOR as an additional insured, and shall provide that LESSOR shall receive written notice of the cancellations of any such policy not less than thirty (30) days prior to the effective date of such date of cancellation. Such property coverage shall include, without limitation, LESSEE'S inventory, merchandise, equipment, furniture, other personal property and removable trade fixtures, located in the Premises and in such additional amounts as are required to repair any partitions, plumbing, wiring or other improvements placed on the Premises by LESSEE. LESSEE shall provide LESSOR with current certificates of insurance evidencing LESSEE'S compliance with this requirement.

(c) Both LESSOR and LESSEE hereby release the other from any and all liability or responsibility to one another or anyone claiming through or under them by way of subrogation or otherwise for any loss or damaged property cause by fire or any other perils insured in policies or insurance covering such property; provided , however, that this release shall be applicable in force and effect only with respect to loss or damage occurring during such time as the releasor's policy shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover there under and then only to the extent of the insurance proceeds liable under such policies.

10. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE's 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, its agents, servants, or employees, or implied invitation of LESSEE 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 and hold it harmless from any loss, expense or claims, including attorneys' fees, arising out of any such damage or injury; except injury to persons or damage to property, the sole cause of which is the willful or wanton misconduct of LESSOR.

11. CONDEMNATION: (a) If the whole of the Premises should be taken for any public or quasi-public use under government law, ordinance or regulation, or by right or eminent domain, or by private purchase in lieu thereof, this Lease shall terminate the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking or said Premises shall occur.

(b) If less than the whole of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof, LESSOR may terminate this Lease by giving written notice thereof to LESSEE, in which event this Lease shall terminate as of the date when physical possession is taken by the condemning authority. If LESSOR chooses not to so terminate this Lease, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion to the area of the Premises so taken and LESSOR shall be pro-rated and abated for the portion of the Premises so taken.

(c) In the event of any such taking or private purchase in lieu thereof, all amounts awarded shall belong to LESSOR and LESSEE shall not be entitled to, and hereby expressly waives, all claims to any such compensations.

12. QUIET ENJOYMENT: LESSOR represents and warrants that it is seized of the demised premises in fee simple and has full right and authority to enter into the Lease and that LESSEE, upon paying the rental herein set forth and performing its other covenants and agreements 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 installments of the rent hereby reserved when due, and such failure shall continue for a period of fifteen (15) days from the date such installment was due.

(b) LESSEE shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit or creditors.

(c) LESSEE shall file a petition, voluntary or involuntary, under the section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law of statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt 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) Failure of LESSEE to occupy the Premises and conduct its ordinary business continuously for a period exceeding thirty (30) days.

(f) 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.

14. REMEDIES: Upon the occurrence of any of such events of default 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.

(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, according to law.

(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 the 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 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 or do any acts which would require the payment of any sum of money by reason of the failure of 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 within fifteen (15) days of such installment is due, to help defray the additional cost to 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 provision 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.

Pursuit 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, 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 by 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 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. INDEMNIFICATION: LESSEE agrees that it will protect the LESSOR and indemnify them against any penalty, damages or charges imposed for any violation of any laws or ordinances, occasioned by the neglect of LESSEE, and that LESSEE will at all times protect, indemnify, save and keep harmless the LESSOR against and from any and all loss, cost, damage, or expense, arising out of or from the fault or negligence of LESSEE, causing injury to any person or damage to property and will protect, indemnify and save and keep harmless the LESSOR against and from any and all claims, loss, cost, damage, or expense arising out of 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 fault or negligence.

17. TAXES: LESSEE agrees to pay all business or personal property taxes levied on its personal property, and shall pay all income, excise, sales, beverage, or other tax or assessments levied as a result of, or against, the operation of LESSEE'S business upon, or in connection with, the Premises.

18. 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 at its option immediately cancel and terminate this Lease under the provisions and in the manner provided for hereunder.

19. MECHANIC'S LIENS: LESSEE shall have no authority, express and 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 leasehold interest granted to LESSEE by this instrument. LESSEE 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 loss, cost or expense 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.

20. 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 LESSOR to LESSEE or 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 herein below set forth or at such other address as LESSOR may specify from time to time by written notice delivered in accordance herewith.

(b) All payments required to be made by LESSOR to LESSEE hereunder shall be payable to LESSEE at the address herein below set forth, or at such other address within the continental United States as LESSEE may specify from time to time by written notice delivered in accordance herewith.

(c) 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, postage prepaid, certified or registered 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:

The Chairman and Trustees for the
Guthrie Public Works Authority, Oklahoma
% General Manager
P.O. Box 908
Guthrie, OK 73044

LESSEE:

If and when included within the term "LESSOR", as used in this instrument, there are more than one 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 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 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" or "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.

21. HOLDING OVER: It is agreed that any holding over of the Premises by LESSEE after the expiration of the Lease Term or any extension or renewal thereof, by lapse of time or otherwise, shall operate and be construed as a tenancy at will at the monthly rental provided for herein (which term monthly rental shall include, without limitation all Rent, and other sums payable to LESSOR hereunder).

22. 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.

23. RENEWAL: LESSEE shall have the right to extend and renew the term of this Lease for four (4) additional terms, each for a period of one (1) year, the first of said one (1) year renewal

periods to commence upon the expiration of the initial Lease Term. Rentals for the first renewal term and any subsequently exercised renewal term shall be in the sum of _____ Dollars, payable upon the commencement date of each renewal term. Subsequent one (1) year renewal periods, if exercised, shall commence upon the expiration of the immediately preceding renewal term. LESSEE shall be entitled to exercise this renewal option so long as it is not in default with regard to any of the terms or conditions contained herein. Exercise of the renewal option shall be given by written notice to LESSEE at least sixty (60) days prior to the expiration of the current Lease Term.

24. EARLY TERMINATION: Either party hereto may terminate this lease upon furnishing written notice to the other party at least Sixty (60) days in advance of the effective date as such termination. If the LESSOR terminates said lease, and such termination would result in a financial loss to the LESSEE through the loss of growing crops, LESSOR shall compensate LESSEE for the fair market value of the crop then in place, and the parties shall have no further liability to one another.

25. 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 context otherwise requires.

(b) The terms, provisions, covenants and conditions contained in the 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 the Lease are for convenience only and in no way define, limit or otherwise described 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 ten (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 be reasonably 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 mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other 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 hereafter placed upon the Premises and LESSEE agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such lien 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, 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 LESSOR.

(i) LESSEE shall execute such attornment agreement to any mortgagee of LESSOR as such mortgagee shall reasonably require within 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 the Lease 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"
THE GUTHRIE PUBLIC WORKS AUTHORITY

BY: _____
Chairman of Trustees

ATTEST:

Secretary of Trustees

"LESSEE"

BY: _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this ____ day of _____, 20 __, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth:

Given under my hand and seal the day and year first above written.

My Commission Expires: _____
My Commission No. _____ Notary Public

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this ____ day of _____, 20 __, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Chuck Burtcher, to me known to be the identical person who signed the name of the maker thereof as Chairman for the Guthrie Public Works Authority, to the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

My Commission Expires: _____
My Commission No: _____ Notary Public

EXHIBIT A

A tract of land situated in the Northwest Quarter (NW/4) of Section 6, Township 16 North (T16N), Range 2 West (R2W) of the Indian Meridian, Logan County, Oklahoma; being more fully described as follows:

Beginning at the NE Corner of the NW4 of said Section 6; thence South $00^{\circ} 06'40''$ East 1381.92 feet; thence West 468.00 feet; thence South $00^{\circ} 06'40''$ East 386 feet; thence West 1480 feet; thence North 1420 feet; thence North $60^{\circ} 33'50''$ East 695 feet; thence South $89^{\circ} 57'55''$ East 1337.20 feet to a Point of Beginning. Containing 72.22 acres more or less. Less existing well sites and access roads in the Northwest and Southeast Corners totaling approximately 12.22 acres and less one acre in the Southwest Corner which is reserved to the LESSOR for soil removal leaving 59 acres more or less.



Agenda Item Cover Letter

| | | |
|--|------------------------|--|
| Meeting | Date of Meeting | Contact |
| <input type="checkbox"/> City Council | May 7, 2013 | Wanda Calvert, City Clerk/Treasurer |
| <input checked="" type="checkbox"/> GPWA | | |
| <input type="checkbox"/> Other: _____ | | |

Agenda Item

Consider approval of Agreement with YMCA for Management of Municipal Swimming Pool.

Summary

This is a renewal of a partnership agreement with the YMCA. The partnership would provide for the YMCA to again manage the Guthrie Municipal Pool. Just like last year, the City would provide the YMCA with a \$5,000 administrative fee and the YMCA would also collect all of the revenue. This partnership will save the City an estimated \$22,459 a year.

| | | | |
|-------------------------|---|--|--|
| Funding Expected | <input type="checkbox"/> Revenue | <input type="checkbox"/> Expenditure | <input checked="" type="checkbox"/> N/A |
| Budgeted | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> N/A |
| Account Number | <u>20-29-00-6320</u> | Amount | <u>\$5,000</u> |
| Legal Review | <input checked="" type="checkbox"/> N/A | Required | Completed Date: <u>Same as last year</u> |
| Mayor's Appt. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |

Supporting documents attached

- YMCA Agreement

Recommendation

Approve Agreement with YMCA for Management of Municipal Swimming Pool.

Action Needed Public Hearing Motion Emergency Clause

CONTRACT
CONTRACT BETWEEN THE CITY OF GUTHRIE AND THE YMCA OF
GREATER OKLAHOMA CITY, GUTHRIE YMCA CENTER, FOR OPERATION
OF THE MUNICIPAL SWIMMING POOL 2013 SEASON.

The YMCA will hire certified lifeguards and pool coordinator to properly manage the Guthrie City Pool for the recreational swimming for the summer of 2013. All lifeguards are to be YMCA certified or equivalent. When the coordinator is not on site, a YMCA employee will be named to be in charge.

The City of Guthrie will have the pool operational by May 17, 2013 to ensure adequate YMCA staff training time. Inclusive dates shall be from May 24, 2013 through August 09, 2013 for recreational swim purposes. The pool will remain operational through August 25, 2013 for rentals.

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

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

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

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

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

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

The City of Guthrie will be responsible for:

\$5,000.00 Operating Fee

Chemicals, pool supplies (Ring buoys, back boards, rescue tubes and any other safety device required) and pool equipment needed to operate the pool during the 2013 summer season.

Provide a City Employee with current CPO license

Pool repairs

Pool Water Maintenance

Mowing

Inspection of the pool at least once per week for compliance

All toiletries and other normal cleaning supplies.

The YMCA will be responsible for:

Cleaning - Pool must be vacuumed daily (more than once per day if needed). Restrooms shall be cleaned daily before anyone is allowed to use the pool and checked every two hours while the pool is open for cleanliness and supplies. Deck area and gutters shall be cleaned daily. Toilet paper holders must stay stocked.

Chemicals will be applied on a daily basis.

Testing of water, at least four times daily making adjustments as needed, (YMCA will make available a filed copy of testing results for The City of Guthrie each Monday following the weeks testing)

Daily routine testing, at least four times a day. If the test results are not meeting the functioning standards and recommendations given by the Health Department, The City of Guthrie is to be notified immediately.

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

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

Chlorine, caustic soda, test kits etc. two (5) day minimum.

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

The YMCA has insurance coverage under its policy for liability/medical coverage, in the event such protection becomes necessary during the YMCA's operation of the pool during the 2013 season.

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

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

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

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

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

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

In witness thereof, the parties hereto have caused this agreement to be executed this _____ day of _____, 2013.

CITY OF GUTHRIE

YMCA of Greater Oklahoma City

Mark Spradlin , Mayor

Donald R Harris, Vice President & CFO

ATTESTED:

_____, City Clerk

Notary

My commission expires: _____

(SEAL)