



62nd City Council

Mayor Mark Spradlin

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

Ward III – Gaylord Z. Thomas, Sharyl Padgett

SPECIAL CITY COUNCIL MEETING WORKSHOP

City Hall – 101 North Second Street, Guthrie, Oklahoma

Third Floor Conference Room

September 3, 2013 at 6:00 p.m.

AGENDA

The special meeting of the Guthrie City Council will convene at 6:00 p.m. at Guthrie City Hall, 101 North Second Street.

CALL TO ORDER – This meeting is called to order on Tuesday, September 3, 2013 at 6:00 p.m. Mayor and Council Members are present and declare a quorum present.

1. Public Comments
2. Discussion regarding Gentlemen of the Road Tour – Guthrie Stopover
3. Discussion regarding agenda items
4. Request for future items of discussion
5. Adjourn



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

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

101 North Second Street

Tuesday, September 3rd, 2013 at 7:00pm

1. Call to Order
2. Community Announcements and Recognitions
3. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
 - A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held August 20, 2013 1
 - B. Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2014. 2
 - C. Consider authorizing City staff to contract with Aetna to provide dental insurance coverage for City employees for fiscal year 2014. 4
4. Public Hearing and consider approval of Resolution No. 2013-18, adopting FY 2014 Budget for the Guthrie Public Works Authority and miscellaneous funds. 6
5. Discussion and possibly action of Resolution No. 2013-20 regarding solid waste fees, bulk water fees and water tap fees as recommended by the Citizens Rate and Fee Advisory Committee. 10
6. Adjourn

CITY COUNCIL MEETING

62nd City Council

101 North Second Street

Tuesday, September 3, 2013 at 7:00pm

1. Call to Order
2. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any councilmember or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
 - A. Consider approval of minutes of the Special City Council Workshop Meeting held August 20, 2013 14
 - B. Consider approval of minutes of the Regular City Council Meeting held on August 20, 2013 16

- C. Consider approval of Assignment of Lease for Hangar Space No. 17 to The Hangars at Guthrie, LLC in its entirety. 20
 - D. Consider approval of Ground Hangar Lease Agreement with Robert and Linda Sheehan to lease Hangar Space No. 6A and build a 50x50 foot hangar, with a leased space of 3000 square feet. Term of lease to begin after FAA airspace and City Planning approval. 22
 - E. Consider approval of Resolution No. 2013-21 to finance the lease-purchase of a 2013 Dodge 4x4, Type 1 Ambulance with SunTrust Equipment Finance & Leasing Corporation at an interest rate of 1.70% for four years in the amount of \$128,000 with the non-appropriation clause as required by Oklahoma State Statutes. 36
 - F. Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2014. 2
 - G. Consider authorizing City staff to contract with Aetna to provide dental insurance coverage for City employees for fiscal year 2014. 4
 - H. Consider approval of Budget Amendment No. 3 increasing the budget for the General Fund in the amount of \$54,500. 52
3. Consider approval of Lease Agreement between the Logan County Economic Development Council, Inc. and Logan County Round-Up Club Association in accordance with the original Lease Agreement dated December 2, 2003 - Section 8, Assignment and Subletting. 55
 4. Public Hearing and consider approval of Resolution No. 2013-17, adopting FY 2014 Budget for the General Fund and miscellaneous funds. 94
 5. Discussion and possibly action of Resolution No. 2013-19 regarding ambulance fees, animal cremation fees, police impound fee, cemetery fees, building permit fees, electrical permit fees, plumbing permit fees and mechanical permit fees as recommended by the Citizens Rate and Fee Advisory Committee. 99
 6. City Manager's Report
 7. Consider convening an Executive Session pursuant to the Authority of Title 25, O.S. 2001, Section 307(B)(2) for the purpose of discussing negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105.
 8. Consideration of action regarding negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105.
 9. Requests/comments from members of the City Council.
 10. Adjourn

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

August 20, 2013

The regular meeting of the Guthrie Public Works Authority was posted on Friday, August 16, 2013 before 5:00 p.m. and held August 20, 2013 in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Mark Spradlin.

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

Chairman Mark Spradlin called the meeting to order at 7:03 p.m.

Members Present: Mark Spradlin John Wood Jeff Taylor
 Trey Ayers Mary Coffin Gaylord Z. Thomas

Members Absent: Sharyl Padgett

Staff Present: Sereniah Breland Randel Shadid Wanda Calvert
 Aaron Ryburn Jim Ahlgren

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

Community Announcements and Public Recognition. None.

Consent Agenda. Motion by Trustee Ayers, seconded by Trustee Taylor, moved approval of the Consent Agenda as follows:

- A. Consider approval of the minutes of the Regular Guthrie Public Works Authority Meeting held on August 6, 2013.

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

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Thomas
Nay: None

Chairman Spradlin declared the motion carried unanimously.

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

Wanda Calvert, City Clerk

Mark Spradlin, Chairman



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	September 3, 2013	Jim Ahlgren
<input checked="" type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

Agenda Item

Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2014.

Summary

The City of Guthrie currently contracts with Aetna to provide medical and life insurance for its employees. The current contract expires September 30, 2013. Aetna increased their rates; therefore the City proceeded to gather quotes for medical and life insurance service. Of the companies that quoted Aetna presented the best value to the City.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	All depts. City & GPWA _____	Amount	_____
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

- 2014 Medical option comparisons

Recommendation

Approve that City staff be authorized to contract group Medical and Life Insurance coverage with Aetna for the October 1, 2013 - September 30, 2014 plan year.

Action Needed Public Hearing Motion Emergency Clause

City of Guthrie Renewal October, 2013		Current		Renewal		UnitedHealthcare		BCBSOK	
Effective 10/1/2013		Aetna		Aetna		Plan TZ4		Blue Choice PPO-RK485	
Plan Benefits		CPOS 25E Plan		CPOS 25E Plan		In-Network		In-Network	
		In Network	Out of network	In Network	Out of network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible									
Individual		\$250	\$500	\$250	\$500	\$250	\$500	\$500	\$500
Family		\$500	\$1,000	\$500	\$1,000	\$500	\$1,000	\$1,500	\$1,500
Coinsurance		90%	70%	90%	70%	80% + ded	60% + ded	80%	60%
Coinsurance Maximum									
Individual		\$2,500	\$5,000	\$2,500	\$5,000	\$2,250 opm	\$4,500 opm	\$1,000	\$4,000
Family		\$5,000	\$10,000	\$5,000	\$10,000	\$4,500 opm	\$9,000 opm	\$5,000 opm	\$10,000 opm
Office Visit									
Primary Care Physician		\$15	30%	\$15	30%	\$20	60% + ded	\$20	60% + ded
Specialist		\$15	30%	\$15	30%	\$20	60% + ded	100% allowed	70% allowed
Diagnostics, Lab & X-Ray		100%	30%	100%	30%	100%	70% + ded	80% + ded	60% + ded
Hospitalization		10%	30%	10%	30%	80% + ded/60% + ded	60% + ded	80% + ded/60% + ded	60% + ded
Emergency Room		10% + \$50 copay/ 30%	30%	10% + \$50 copay/ 30%	30%	100% + \$100 copay	60% + ded	\$100 per occ + 80% + ded	80% + ded
Maternity		10% + \$100 copay/ Refer	Refer	10% + \$100 copay/ Refer	Refer	\$20 copay/60% + ded	unlimited	\$20 copay/ 60% + ded	unlimited
Lifetime Maximum		unlimited		unlimited		unlimited		unlimited	
Prescription Drugs									
Deductible		N/A		N/A					
Generic		\$10/ N/A		\$10/ N/A		80% + ded/ 60% + ded	60% + ded	\$12 min + 30% allowable	
Preferred Brand		\$30/ N/A		\$30/ N/A		80% + ded/ 60% + ded	60% + ded	\$25	
Non-Preferred Brand		\$50/ N/A		\$50/ N/A		80% + ded/ 60% + ded	60% + ded	\$25 min + 30% allowable	
Rates	Counts								
Single	91	\$344.83		\$400.00		\$439.78		\$567.46	
Employee + Spouse	12	\$806.91		\$936.02		\$1,029.10		\$1,327.88	
Employee + Child(ren)	4	\$624.15		\$724.01		\$796.01		\$1,027.12	
Family	4	\$1,086.23		\$1,260.03		\$1,385.33		\$1,787.54	
Estimated Monthly Premium		\$47,904.00		\$55,568.40		\$61,094.54		\$78,832.06	
Estimated Annual Premium		\$574,848.00		\$666,820.80		\$733,134.48		\$945,984.72	
Annual Percentage Change		N/A		16.00%		28.00%		65.00%	
Annual Dollar Change		N/A		\$91,972.80		\$158,286.48		\$371,136.72	
D+C - Deductible and Coinsurance Apply									



The Solutions Leader in Employee Benefit & Retirement Planning



Agenda Item Cover Letter

Meeting: [X] City Council, [X] GPWA, Other: _____
Date of Meeting: September 3, 2013
Contact: Jim Ahlgren

Agenda Item

Consider authorizing City staff to contract with Aetna to provide dental insurance coverage for City employees for fiscal year 2014.

Summary

The City of Guthrie currently contracts with Delta Dental to provide dental care insurance for its employees. The current contract expires September 30, 2013. Delta Dental has increased its rates causing the City to go out for quotes. Of the companies that quoted, Aetna presented the best value to the City.

Funding Expected: [X] Expenditure, [X] N/A
Budgeted: [X] Yes, [X] N/A
Account Number: All depts. City & GPWA, Amount
Legal Review: [X] N/A, Completed Date:
Mayor's Appt.: [X] No

Supporting documents attached: 2014 Dental option comparisons

Recommendation: Approve selection of Aetna for dental coverage for the October 1, 2013 - September 30, 2014 plan year.

Action Needed: [X] Motion

Dental Cost Analysis		City of Guthrie Renewal October, 2013			
		Current Delta Dental PPO	Renewal Delta Dental PPO	Delta Dental Premier Plus	Aetna PPO II Network
		In-Network	In-Network	In-Network	In-Network
		Out of Network	Out of Network	Out of Network	Out of Network
Deductible-Incl/Fam					
Preventive		N/A	N/A	N/A	N/A
Basic		\$50/\$150/\$50/\$150	\$50/\$150/\$50/\$150	\$50/\$150/\$50/\$150	\$50/\$150
Major		\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Orthodontics		N/A	N/A	N/A	N/A
Coinsurance					
Preventive		100%	100%	100%	100%
Basic		80%	80%	80%	80%
Major		50%	50%	50%	50%
Orthodontics		N/A	N/A	N/A	N/A
Endodontics Level		50%	50%	50%	80%
Periodontics Level		50%	50%	50%	80%
Calendar Year Maximum					
Dental		\$1,500	\$1,500	\$1,500	\$1,500
Lifetime Maximum					
Orthodontics		N/A	N/A	N/A	N/A
Participation Requirement		100%	100%	100%	100%
Employer Contribution		100%	100%	90%	100%
Rates	Counts				
Single	86	\$22.72	\$25.90	\$29.28	**\$24.67
Employee + Spouse	12	\$45.42	\$51.78	\$58.50	**\$49.31
Employee + Child(ren)	0	\$52.24	\$59.56	\$67.30	**\$56.72
Family	15	\$74.94	\$85.44	\$96.54	**\$81.36
Estimated Monthly Premium		\$3,623.06	\$4,130.36	\$4,668.18	\$3,933.74
Estimated Annual Premium		\$43,476.72	\$49,564.32	\$56,018.16	\$47,024.88
Annual Percentage Change		N/A	14.00%	29.00%	9.00%
Annual Dollar Change		N/A	\$6,087.60	\$12,541.44	\$3,728.16
					
		Benchmark Financial Group, Inc. <small>The Standard Leader in Employee Benefits & Retirement Planning</small>			
					*RATE CAP- 7.5%



Agenda Item Cover Letter

Meeting <input type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 3, 2013	Contact Wanda Calvert City Clerk/Treasurer
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Agenda Item

Public Hearing and consider approval of Resolution No. 2013-18, adopting FY 2014 Budget for the Guthrie Public Works Authority and miscellaneous funds.

Summary

Staff has prepared and achieved a balanced budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds for Fiscal Year 2014. The proposed budget has been presented and discussed with the Mayor and City Council. A public hearing is being held on September 3, 2013 for public comments. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2013-18 provides the City Manager with the flexibility to control the Budget and amend one account to another within the same department or from one department to another within the same fund, without prior approval of the Council or Trustees, all as provided in Title 11 O.S. §17-215. Also, the proposed resolution provides the City Manager with the authority to submit grant applications for grants without prior approval of the Council or Trustees.

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

Supporting documents attached

- Resolution No. 2013-18
- Exhibit A

Recommendation

Approve Resolution No. 2013-18, adopting the Fiscal Year 2014 Budget for the Guthrie Public Works Authority and Miscellaneous Funds.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2013-18

A RESOLUTION OF THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY ADOPTING THE FISCAL YEAR 2014 BUDGET FOR THE GUTHRIE PUBLIC WORKS AUTHORITY AND MISCELLANEOUS FUNDS; AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.

WHEREAS, the Guthrie Public Works Authority is required to submit a budget to its beneficiary pursuant to 60 O.S. Section 176; and

WHEREAS, the Chief Executive Officer of the trust has prepared a budget for the fiscal year ending September 30, 2014 (FY 2014) consistent with these statutory requirements; and

WHEREAS, the Chief Executive Officer of the Authority, or designee, may have need to transfer any unexpended and unencumbered budget amounts from one purpose to another; and

WHEREAS, the budget has been formally presented to the Trustees of the Guthrie Public Works Authority; and

WHEREAS, the Trustees desire to provide the Chief Executive Officer with the authority to submit grant applications for grants.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Trustees of the Guthrie Public Works Authority, Oklahoma, respectively, that:

SECTION 1. The Trustees of the Guthrie Public Works Authority does hereby adopt the FY 2014 Budget on the 3rd day of September, 2013. Such budget does not constitute legal appropriations, but serves as a financial plan for the Authority. Budget amounts are hereby established as provided for in the attached exhibit entitled Guthrie Public Works Authority Financial Plan.

SECTION 2. The Chief Executive Officer of the Authority or his designee may transfer budget amounts from one account to another within the same department or from one department to another within the same fund; provided that no appropriation for debt service or other appropriation required by law may be reduced below the minimums required. The Chief Executive Officer shall submit all supplemental budget amounts or decrease in total budget amounts to the Guthrie Public Works Authority Trustees to be adopted at a meeting of the Trustees.

SECTION 3. The Chief Executive Officer of the Authority or his designee is authorized to proceed with implementation of the FY 2014 Financial Plan, and to purchase, when

necessary, the appropriate equipment or projects specified therein, subject to established policies governing expenditures, purchasing or contracts.

SECTION 4. The Chief Executive Officer is authorized to submit grant applications for grants.

*** END ***

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Chairman and Trustees of the Guthrie Public Works Authority, Oklahoma, on the 3rd day of September, 2013, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et. seq.)

Mark Spradlin, Chairman

ATTEST: (Seal)

Wanda Calvert, City Clerk

Approved as to form and legality on _____, 2013.

Randel Shadid, City Attorney

EXHIBIT A						
GUTHRIE PUBLIC WORKS AUTHORITY FINANCIAL PLAN						
	Guthrie	Water				
	Public Works	Treatment	CMOM	Utility	OKC	
	Authority	Plant	Fund	Deposit	Waterline	
	Authority	Fund	Fund	Fund	Fund	
REVENUES:						
Charges for Services	\$ 3,933,800	\$ 347,000	\$ 316,500	\$ -	\$ -	
Miscellaneous	\$ 5,000	\$ -	\$ -	\$ -	\$ -	
Interest	\$ 1,500	\$ 1,250	\$ 1,850	\$ 2,000	\$ 300	
Sale of Properties	\$ 21,000	\$ -	\$ -	\$ -	\$ -	
Rents & Royalties	\$ 4,500	\$ -	\$ -	\$ -	\$ -	
OWRB Loan	\$ -	\$ -	\$ -	\$ -	\$ -	
Interfund Transfers	\$ 1,435,233	\$ 400,000	\$ -	\$ -	\$ -	
Budgeted Fund Balance	\$ 310,585	\$ 451,910	\$ -	\$ -	\$ -	
TOTALS:	\$ 5,711,618	\$ 1,200,160	\$ 318,350	\$ 2,000	\$ 300	
EXPENDITURES:						
	Personal	Materials	Services	Fund	Debt	Fund
	Services	& Supplies	& Charges	Transfers	Service	Transfers
						Total
GPWA General Government	\$ 157	\$ 19,500	\$ 1,395,756	\$ 2,348,163	\$ -	\$ 3,763,576
Administration	\$ 317,018	\$ -	\$ -	\$ -	\$ -	\$ 317,018
Water Treatment Plant	\$ 205,877	\$ 343,100	\$ 54,500	\$ -	\$ -	\$ 603,477
Wastewater Treatment Plant	\$ 132,220	\$ 53,800	\$ 107,768	\$ -	\$ -	\$ 293,788
Convenience Center	\$ 46,683	\$ 8,750	\$ 51,000	\$ -	\$ -	\$ 106,433
Line Maintenance	\$ 378,226	\$ 156,000	\$ 76,100	\$ -	\$ -	\$ 610,326
Municipal Pool	\$ -	\$ 9,500	\$ 7,500	\$ -	\$ -	\$ 17,000
TOTALS:	\$ 1,080,181	\$ 590,650	\$ 1,692,624	\$ 2,348,163	\$ -	\$ 5,711,618
MISCELLANEOUS FUNDS:						
Water Treatment Plant Fund	\$ -	\$ -	\$ 160	\$ -	\$ 1,200,000	\$ 1,200,160
CMOM Fund	\$ -	\$ -	\$ 22,650	\$ -	\$ 295,700	\$ 318,350
Utility Deposit Fund	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ 1,900
OKC Waterline Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input type="checkbox"/> City Council	September 3, 2013	Wanda Calvert
<input checked="" type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Discussion and possibly action of Resolution No. 2013-20 regarding solid waste fees, bulk water fees and water tap fees as recommended by the Citizens Rate and Fee Advisory Committee.

Summary

The Citizens Rate and Fee Advisory Committee met on May 30, 2013 and August 22, 2013 to discuss establishing bulk water fees and revising the water tap fees, sanitation locking charge and solid waste fee for the Town of Cedar Valley. At the August 22, 2013 Meeting, four members were presented and voted unanimously to:

- Increase the solid waste locking charge to \$65.00 to generate approximately \$50 in new revenue
- Increase the solid waste fee for the Town of Cedar Valley to charge each customer receiving trash service the fee the Solid Waste Contractor is charging the Guthrie Public Works Authority (GPWA) along with the existing \$.25 Administration Fee per month per the Agreement with the Town of Cedar Valley dated October 6, 1998 to generate approximately \$550 new revenue.
- Establish Bulk Water Fees for Construction Meters and for water purchased at the GPWA Complex including a Service Fee of \$20.00 for onsite City property. The proposed Bulk Water Fees are as follow: first 2,000 at \$20.00; 3,000 – 5,000 gallons at \$5.27 per 1,000 gallons; 6,000 – 9,000 gallons at \$5.90 per 1,000 gallons; 10,000 – 19,000 gallons at \$6.53 per 1,000 gallons and over 19,000 gallons at \$6.90 per 1,000 gallons. It is estimated to generate approximately \$11,000 new revenue.
- Increase Water Tap Fees to cover the material and labor costs to the GPWA. The hourly wage is an average of the combined wage rates and the cost of equipment based on Federal Emergency Management Administration (FEMA) rates. See Exhibit A for the proposed Water Tap Fees. It is estimated to generate approximately \$22,745 new revenue.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	Several Revenue Account	Amount	\$34,345
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

- Resolution No. 2013-20

Recommendation

Approve Resolution No. 2013-20

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2013-20

A RESOLUTION OF THE GUTHRIE PUBLIC WORKS AUTHORITY ESTABLISHING A BULK WATER FEE AND REVISING WATER TAP FEES, SANITATION LOCKING CHARGE AND SOLID WASTE FEE FOR THE TOWN OF CEDAR VALLEY.

WHEREAS, the Guthrie City Council has heretofore adopted Ordinance No. 3129, also known as the Master Fee Ordinance, which is a comprehensive compilation of all charges and fees to be charged for services provided by either or both the City of Guthrie and the Guthrie Public Works Authority;

WHEREAS, said Ordinance provides that all fees and charges, new or as established, are subject to modification, whether an increase or decrease, by Resolution; and

WHEREAS, the Trustees of the Guthrie Public Works Authority have determined that in order to provide uniform charges, fees and policies for services in connection with a bulk water fee, water tap fees, sanitation locking charge and solid waste fee for the Town of Cedar Valley that the same should be established and/or revised. Any existing fees not revised or eliminated herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Guthrie Public Works Authority Trustees, that:

1. The charges, fees and policies for services provided in connection with a bulk water fee, water tap fees, sanitation locking charge and solid waste fee for the Town of Cedar Valley as contained in the attached "Exhibit A" are hereby adopted and incorporated herein by reference.
2. Said charges, fees and policies shall become effective October 1, 2013.

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Chairman and Guthrie Public Works Authority Trustees on the 3rd day of September, 2013.

ATTEST: (Seal)

Wanda Calvert, City Clerk

Mark Spradlin, Mayor

APPROVED AS TO FORM:

Randel Shadid, City Attorney

“EXHIBIT A”

SOLID WASTE FEES

Revised Existing Fee:

Lock Charge \$ 65.00
Town of Cedar Valley

Customers receiving trash service shall each pay an administrative fee in the amount of \$.25 per month to the Guthrie Public Works Authority plus the solid waste charged from the Guthrie Public Works Authority Solid Waste Contractor (per Agreement dated October 6, 1998).

BULK WATER FEE

Establishing New Fees:

Service Fee (onsite City property)	\$ 20.00
First 2,000 gallons	\$ 20.00
3,000 – 5,000 gallons	\$ 5.27 per 1,000 gallons
6,000 – 9,000 gallons	\$ 5.90 per 1,000 gallons
10,000 – 19,000 gallons	\$ 6.53 per 1,000 gallons
Over 19,000 gallons	\$ 6.90 per 1,000 gallons

WATER TAP FEES

Revised Existing Fees:

1” Meter & Setter Only – Quick Service	\$ 723.00
2” Meter & Setter Only – Quick Service	\$1,950.00
1” Short Service (meter, setter, tap)	\$1,690.00
1” Long Service (meter, setter, tap, bore)	\$3,490.00
2” Short Service (meter, setter, tap)	\$3,658.00
2” Long Service (meter, setter, tap, bore)	\$5,458.00
4” and Up Short Service (meter, setter, tap)	Call for quotes
4” and Up Long Service (meter, setter, tap, bore)	Call for quotes

MINUTES

CITY COUNCIL MEETING

Council Workshop

August 20, 2013

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, August 16, 2013 before 5:00 p.m. and held August 20, 2013 in the Guthrie City Hall Third Floor Conference Room.

Mayor Mark Spradlin called the meeting to order at 6:00 p.m.

Members Present:	Mark Spradlin	John Wood	Gaylord Z. Thomas
	Jeff Taylor		

Members Absent:	Trey Ayers	Mary Coffin	Sharyl Padgett
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Staff Present:	Sereniah Breland	Randel Shadid	Kim Biggs
	Aaron Ryburn	Rene Spineto	Wanda Calvert
	Jim Ahlgren	Jim Hanke	Eric Harlow
	Maxine Pruitt		

Mayor Spradlin declared a quorum with four (4) Councilmembers in attendance.

Public Comments. Representatives from Logan County Economic Development Council (LCEDC) presented to the City Council documents informing individuals serving on the LCEDC Board and Loan Committee; businesses that have received loans; and development projects and industries LCEDC has helped with funding.

Discussion regarding Fiscal Year 2014 Budget. City Manager Breland presented the proposed FY 2014 Budget to the City Council and explained the proposed changes. She provided a Proposed 2014 Budget At A Glance explaining the challenges, how Logan County Property Tax is calculated and distributed; monthly sales tax net payment, revenue and operating budgets, employees, Stabilization Fund; and a brief explanation of each of the City/Guthrie Public Works Authority Funds.

Discussion regarding agenda items:

New Building Construction at 2729 South Division. On August 12, 2013 Lester Branch appeared before the Guthrie Planning Commission to request review of the Planning Department's denial of a request to install an all-metal building at 2729 South Division. Branch's Heating and Air wishes to construct a 50' x 80' metal structure with two-tone steel cladding/covering. The subject property is located in a C-2, Commercial Zone. The Guthrie Design Guidelines were approved by the Guthrie City Council in 2009 as Ordinance No.

3206. Item Number 7 of the Commercial Design Guidelines states: “ ***Building materials must be similar to the materials of structures in the City of Guthrie, i.e., stone, brick, wood....Metal exterior materials cannot exceed 60% and the design must be balanced and aesthetically pleasing. All metal exterior buildings are allowed only in Industrial Zones.***”

There are other older existing commercial structures in the area that may not meet our current design standards. However, new structures which comply with the Design Guidelines improve the appeal of the community. Mayor Spradlin explained he visited with Charles and Lester Branch and an agreement was accomplished that the exterior of the new building at 2729 South Division Street will be covered with 36 inch Wainscot made of brick to be applied to the east and north side of the building. Lester Branch was present to answer questions from the City Council.

Request for future items of discussion. None

Adjournment. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:46 p.m.

Wanda Calvert, City Clerk

Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

August 20, 2013

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, August 16, 2013 before 5:00 p.m. and held August 20, 2013 in the Guthrie City Hall Council Chambers.

Mayor Mark Spradlin called the meeting to order at 7:05 p.m.

Members Present: Mark Spradlin John Wood Jeff Taylor
 Mary Coffin Trey Ayers Gaylord Z. Thomas

Members Absent: Sharyl Padgett

Staff Present: Sereniah Breland Randel Shadid Wanda Calvert
 Aaron Ryburn Jim Ahlgren

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

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

- A. Consider approval of the minutes of the Special City Council Workshop Meeting held on August 6, 2013.
- B. Consider approval of the minutes of the Regular City Council Meeting held on August 6, 2013.
- C. Consider approval of re-appointing Paul Jones and William Hairston to the Guthrie Housing Authority Board of Commissioners to each serve three year terms expiring August 2016.
- D. Consider approval of appointing Merlena Osborne to fill the unexpired term of Gary Weeks expiring August 2014 and of appointing Scott Wyskiel to fill the unexpired term of Lewis Robinson expiring August 2015 to the Guthrie Housing Authority Board of Commissioners.

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

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Thomas
Nay: None

Mayor Spradlin declared the motion carried unanimously.

New Construction at 2729 South Division. Motion by Vice Mayor Wood, seconded by Councilmember Coffin, moved approval of allowing an all metal exterior covering a new building with the addition of a 36 inch wainscot made of brick to be applied to the east and north side of the building to be constructed at 2729 South Division Street. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Thomas
Nay: None

Mayor Spradlin declared the motion carried unanimously.

City Manager's Report. Informed the Guthrie-Edmond Regional Airport has a new live webcam on the Airport's webpage; informed "Welcome to Downtown – Walk Bicycles, Carry Skateboards and Scooters" has been painted on City's sidewalks; informed seventeen days until Gentlemen of the Road Concert; and reminded the community school is in session.

Requests/comments from members of the City Council. Informed the community of events/activities happening in Guthrie; school is in session, watch for the school zones and speed limits; and expressed a "Thank You" to the Parks employees for installing the foundation at Highland Park and for the great job mowing.

Executive Session. Motion by Vice Mayor Wood, seconded by Councilmember Taylor, moved approval to convene into Executive Session pursuant to the authority of Title 25, O.S. 2001, Section:

- A. 307(B)(2) for the purpose of discussing negotiations concerning employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145;
- B. 307(B)(2) for the purpose of discussing negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105; and
- C. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Logan County Rural Water District No. 1).

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

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Thomas
Nay: None

Mayor Spradlin declared the motion carried unanimously at 7:11 p.m. Attending Executive Session A and B were: Mayor Spradlin, Vice Mayor Wood, Councilmembers Taylor, Ayers, Coffin and Thomas, City Manager Breland, City Attorney Shadid and Human Resources Director Jim Ahlgren.

Attending Executive Session C were: Mayor Spradlin, Vice Mayor Wood, Councilmembers Taylor, Ayers, Coffin and Thomas, City Manager Breland, City Attorney Shadid and Attorney Jim Milton.

Reconvene. Mayor Spradlin reconvened the Guthrie City Council Meeting at 8:17 p.m. and stated no action was taken in Executive Session.

Consideration of action regarding negotiation concerning employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145. Motion by Councilmember Taylor, seconded by Councilmember Thomas, moved approval of the Collective Bargaining Agreement for FY 2014 (2 years) with the employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Thomas
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Consideration of action regarding negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105. Motion by Councilmember Taylor, seconded by Councilmember Thomas, moved to continue negotiations with the employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Thomas
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Consider action regarding Logan County Rural Water District No. 1. Motion by Councilmember Ayers, seconded by Councilmember Thomas, moved approval to instruct our attorneys to notify the Federal Court that we wish to proceed to trial and the State Appeals Court that we wish to move forward with Logan County Rural Water District No. 1's appeal of the judgment determining we do not have to sell them water and awarding us a \$300,000 attorney fee. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Ayers, Coffin, Thomas
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Adjourn. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 8:20 p.m.

Wanda Calvert, City Clerk

Mark Spradlin, Mayor



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

September 3, 2013

Contact

Justin Heid,
Airport Manager

Agenda Item

Consider approval of Assignment of Lease for Hangar Space No. 17 to The Hangars at Guthrie, LLC. in its entirety.

Summary

Hogue and Young, LLC. leased Hangar Space No. 17 on September 18, 2012. Herman Hogue and Kimberly Hogue have acquired full ownership of the hangar lease for Hangar Space No. 17, and with consent, will have the lease in its entirety assigned to The Hangars at Guthrie, LLC.

Funding Expected Revenue Expenditure x N/A
Budgeted Yes No x N/A
Account Number Amount
Legal Review N/A X Required Completed Date: August 20, 2013

Supporting documents attached

Assignment of Lease

Recommendation

Approve Assignment of Lease for Hangar Space No. 17 to be assigned to The Hangars at Guthrie, LLC.

Action Needed Public Hearing X Motion Emergency Clause

ASSIGNMENT OF LEASE

WHEREAS, Hogue and Young, LLC entered a property lease with the City of Guthrie dated September 18, 2012; and

WHEREAS, Herman Hogue and Kimberly Hogue have acquired full ownership of the hangar and lease above dated; and

WHEREAS, the lease in its entirety has been assigned to The Hangars at Guthrie, LLC subject to the consent of the City of Guthrie, Oklahoma.

It is this day agreed by and consented to by the City of Guthrie, Oklahoma that the above lease from and after approval hereof be assigned in its entirety to The Hangars at Guthrie, LLC. From the time of approval by the Guthrie City Council and execution of this consent by the Mayor of the City of Guthrie, Oklahoma the hangar shall forthwith be in the name of The Hangars at Guthrie, LLC.

Executed this _____ day of _____, 2013 after approval of the consent was voted on in open meeting by the Guthrie City Council.

City of Guthrie:

By Mayor

ATTESTS:

Guthrie City Clerk



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 3, 2013	Contact Justin Heid, Airport Manager
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Agenda Item

Consider approval of Ground Hangar Lease Agreement with Robert and Linda Sheehan to lease Hangar Space No. 6A and build a 50x50 foot hangar, with a leased space of 3,000 square feet. Term of lease to begin after FAA airspace and City Planning approval.

Summary

Robert and Linda Sheehan wish to lease Hangar Space No. 6A and build on 3000 square feet, a 50x50 foot hangar on the leased property at a rate of \$0.17 per square foot for 30 years with an option to renew for a total of an additional 10 years. Hangar space is in great demand at the airport and the Guthrie-Edmond Regional Airport Board recommends approval of this hangar lease. The lease will begin once FAA airspace approval and City Planning approval has been granted and received.

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>98-00-00-5463</u>	Amount	<u>\$510.00 per year</u>
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>August 20, 2013</u>

Supporting documents attached

Hangar Lease

Recommendation

Approve Ground Hangar Lease Agreement with Robert and Linda Sheehan to lease Hangar Space No. 6A.

Action Needed Public Hearing Motion Emergency Clause

PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 3rd day of September, 2013, by and between The City of Guthrie, Oklahoma, a municipal corporation, doing business as the Guthrie-Edmond Regional Airport hereinafter the "LESSOR", and Robert & Linda Sheehan, hereinafter the "LESSEE".

WITNESSETH:

1. **PREMISES:** That the LESSOR in consideration of the payment in advance of the first year's rental listed below and the continuing obligation of LESSEE to timely pay annual rent in advance as herein provided, and in consideration of the other terms, provisions and covenants hereof, LESSOR hereby demises and leases to LESSEE, and LESSEE hereby rents and leases from LESSOR, the real property situated in the City of Guthrie, County of Logan, State of Oklahoma, more particularly described in Exhibit "A" attached hereto as a part hereof, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the premises and together with the building and other improvements situated or to be situated upon said premises (the said real property, building and improvements being hereinafter referred to as the "Premises").

TO HAVE AND TO HOLD the same for a term commencing on the _____ day of _____, _____ (the "Commencement Date") and ending on the _____ day of _____, _____ subject to termination as provided herein (the "Lease Term").

(a) **OPTIONS FOR RENEWAL:** The LESSEE is granted the option to renew this lease For an additional five (5) year term at the end of the lease term and a second option to renew for another five (5) year term after the expiration of the first option period if the first option to extend is exercised by Lessee. All terms of this lease shall apply to any renewal period under the exercise of the option or options.

2. **RENTALS:**

As rental for use of said premises, in addition to the other things to be done by LESSEE, the LESSEE agrees to pay the LESSOR in advance commencing the first day of execution of this lease agreement and in advance on each annual anniversary date the same annual rental amount during each of the remaining years of the lease, the annual rent consisting of the total amount set forth below:

Initial Annual Rental Amount: \$ 510

The rental amount payable hereunder shall be subject to review and adjustment every five (5) years during the term of the lease as follows: The rental adjustment contemplated hereunder shall be based upon, but shall not exceed, the annual percentage increase in the consumer price index for each of the five (5) year periods immediately preceding the review date. The new annual rental thus calculated shall be the adjusted annual rental for the next five (5) year period. The LESSOR shall recalculate the adjusted annual rental and notify the LESSEE of the new of annual rental.

2. (a) PENALTY: If payments are not received when due a five percent (5%) penalty will be due if the payment is more than fifteen (15) days late. If payments are not received by the first of the subsequent month, an additional penalty of one percent (1%) of the unpaid rental/fee amount will be due. The one percent (1%) charge will be added on the first of each subsequent month until the unpaid rental/fee payment is made.

3. PURPOSE AND USE: The premises shall be used solely for purposes consistent with the operation of the Guthrie-Edmond Regional Airport or its successor(s) and the property leased hereunder shall be used continuously during the term of this agreement, for the storage of aircraft, and for those things directly attendant to LESSEE'S business operation of storage of aircraft and for no other purpose, except such as shall be from time to time permitted by LESSOR. The parties hereto shall comply with all the terms and conditions or prior resolutions of the LESSOR, concerning the operation of Guthrie-Edmond Regional Airport or its successor(s), with the ordinances, rules and regulations of the City of Guthrie, Oklahoma, and the parties hereto shall comply with, and this agreement shall be subject to, all other agreements with the Federal Aviation Administration, being an agreement between the LESSOR, and the United States of America acting through the Federal Aviation Administration relative to the operation and maintenance of the Guthrie-Edmond Regional Airport or its successor(s), which agreements are made a part hereof by reference as though the same appeared herein, together with any agreements with the Oklahoma Aeronautics Commission.

LESSEE shall abide by the rules formulated for the operation and maintenance of hangars at the Guthrie-Edmond Regional Airport or its successor(s), which may be adopted by LESSOR, provided such rules shall be applicable to all other LESSEES located on or doing business at Guthrie-Edmond Regional Airport or its successor(s), and for such other lawful purpose as may be incidental thereto.

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 the use of the Premises, and shall promptly comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises.

No commercial business activities or enterprises shall be permitted within except for routine maintenance and repairs of LESSEE's aviation-related equipment by third parties.

It is understood and is the intent of the parties to permit LESSEE to engage in commercial aviation enterprises as from time to time necessitated; provided, that should LESSEE by action or by request indicate a continuing commercial activity other than the LESSEE's storage of aircraft, this lease shall be subject to review by the LESSOR, so that such LESSOR can require LESSEE to comply with the same standards as required of other Guthrie-Edmond Regional Airport hangar/lessees.

4. REPAIRS AND MAINTENANCE: LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto and

shall suffer no waste or nuisance thereon. At the end of the Lease Term, or upon other termination of this lease, LESSEE shall deliver the Premises to LESSOR with all improvements thereon in good repair and conditions, reasonable wear and tear alone excepted, subject to Section 12 hereof.

(a) Painting of Buildings: During the original term of this Lease and during each extension, LESSOR shall have the right to require, not more than once every ten (10) years, that the metal exterior of hangar(s) or building(s) located on the premises be reviewed by the Guthrie Municipal Services Department for the purpose of determining whether painting of the exteriors of such buildings or hangars is necessary. If the Guthrie Municipal Services Department determines painting is necessary, it shall furnish a recommendation to this effect to the LESSOR. The LESSOR may require LESSEE to repaint said exteriors according to LESSOR's specifications (to specify color of paint, quality of workmanship and the year and month in which the hangar(s) or buildings(s) are to be painted, if needed.) LESSEE shall complete the painting in accordance with such specifications within one (1) year of receipt of notice from LESSOR. LESSEE agrees to pay all costs and expense involved in the hangar building painting process. Failure of LESSEE to complete the painting required by LESSOR within a one (1) year period shall constitute Lessee's default under this Lease.

5. ALTERATIONS: Construction of improvements upon the demised premises which would become a permanent improvement to the property, not subject to removal, must be approved by LESSOR. LESSEE shall at LESSEE'S sole expense, prepare plans and specifications for such buildings and improvements to be erected. Such building(s) shall comply in all regards to pertinent and applicable state and federal regulations, ordinances, resolutions, rules and regulations of the City of Guthrie, Oklahoma. Such plans and specifications shall be submitted to LESSOR for LESSOR'S written approval or any revisions required by LESSOR. LESSOR shall not unreasonably withhold such approval, and in the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reason therefore within thirty (30) days after the same are submitted to LESSOR.

(a) LESSEE shall not make any permanent alterations, additions, or improvements to the Premises without the prior written consent of LESSOR.

(b) Alterations, improvements and changes permitted. LESSEE shall have the right to make such alterations, improvements, and changes to any building which may from time to time be on the Premises, as LESSEE may deem necessary, or to replace any such building with a new one of at least equal value, provided that prior to making any such structural alterations, improvements, or changes, or to replace any such building, LESSEE shall obtain LESSOR'S written approval of plans and specifications therefore, which approval LESSOR shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements or changes, or that any proposed new building is at least equal in value to the one which it is to replace, as the case may be. In the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reasons therefore. If LESSOR does not disapprove the plans and specifications provided for in this section within thirty (30) days after the same have been submitted to LESSOR, such plans and specifications shall be deemed to have been approved by LESSOR. LESSEE will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of such building, or that will adversely affect the structural integrity of the building.

(c) Private Hangar Construction Specifications. Any new building or structure or

new portion thereof, constructed by LESSEE on the Premises after the effective date hereof, and all alterations, improvements, changes or additions made in or to such Premises after the effective date hereof shall be the property of LESSEE who expressly agrees to comply with the specifications for Private Hangar construction as attached as Exhibit B. The hangar shall become LESSOR'S property on expiration or termination of this lease.

(d) Private Hangar Construction. Construction of a new building, that is not replacement of an existing building, shall commence within six (6) months from the effective date hereof. Said hangar construction shall be completed within 120 days thereafter. This lease cannot be assigned or transferred unless the hangar is complete and Certificate of Occupancy is issued by the City of Guthrie. Failure to comply with this provision is a material event of default.

6. SIGNS: LESSEE shall have the right to install a sign upon the exterior of any building, located upon the Premises, such sign to be approved in writing, in advance, by LESSOR, and subject to any applicable governmental laws, ordinances, regulations, historical guidelines, or other requirements. LESSEE shall remove all such signs upon the termination of this Lease. Such installments and removal shall be made in such manner as to avoid injury or defacement of any building and other improvements.

(a) LESSOR shall provide and install the correct building number on the exterior of the building. LESSEE shall be charged a fee of \$40.00 to cover the cost of purchase/installation of the sign. The correct building number shall be affixed to the building in the most visible location. The sign is not to be removed from the building.

7. INSPECTION: LESSOR and LESSOR'S officers, officials, employees, agents and appointed representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours upon twenty four (24) hours notice by telephone or by posting written notice upon the Premises (in emergencies at all times with or without notice) for the purpose of ascertaining the condition of the Premises. LESSEE shall provide such key(s) to the LESSOR as may be necessary to afford emergency access to the Premises and if not LESSOR shall bear no responsibility or liability for damages incurred, if any, in gaining access. LESSOR and the LESSOR'S agents and appointed representatives shall have the right to enter the Premises at any reasonable time prior to the expiration of this Lease Term.

8. UTILITIES: LESSEE shall arrange and pay for all utilities furnished to the Premises including water, gas, fuel, telephone, electricity, garbage, and sewage. LESSEE shall pay for all janitorial and cleaning costs for such services provided to the Premises.

9. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign or transfer this lease, nor any interest herein, without the prior written consent of LESSOR, signed by the Mayor for the City of Guthrie, Oklahoma, and a consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of LESSOR terminate this lease. LESSOR shall not, however, unreasonably withhold its approval or consent to assign. 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. LESSEE shall provide a written list of tenants/sub lessees from time to time as such tenant(s) change including name(s), mailing address and telephone number.

LESSEE shall provide a copy of all leases or subleases to the LESSOR at the time of execution of said lease or sublease.

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.

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

(a) Liability Insurance: Upon the execution of this Lease, LESSEE shall procure and maintain continuously in effect during the entire term of this Lease and any renewal thereof with respect to the Premises, insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or death of any person or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the premises or any part thereof. All such insurance shall be issued by a company licensed to do business in the state of Oklahoma and shall be at least in the amount of \$1,000,000.00 for any one occurrence. The policy shall contain an endorsement stating that both the City of Guthrie, Oklahoma and the City of Edmond, Oklahoma are included as a named insured party.

(b) Property Insurance. Upon the execution of this Lease, LESSEE shall procure, and maintain continuously during the term of this Lease, and any renewal thereof, insurance to the extent of the full insurable value of the building and improvements, other than land and building foundations, all-risk insurance, subject only to the standard exclusions contained in the policy in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. The policy shall contain an endorsement stating that the City of Guthrie, Oklahoma is included as a named insured party.

(c) LESSOR'S right to pay premiums on behalf of LESSEE. All of the policies of insurance referred to in this section shall be written in a form satisfactory to LESSOR by insurance companies licensed to do business in the State of Oklahoma. LESSEE shall pay all of the premiums therefore and deliver such policies, or a certificate thereof, to LESSOR, and in the event of a failure of LESSEE either to affect such insurance in the names herein called for or to pay the premiums therefore or to deliver such policies, or certificates thereof, to LESSOR. LESSOR shall be entitled, but shall have no obligation, to affect such insurance and pay the premiums therefore, which premiums shall be repayable to LESSOR with the next installment of rental, and failure to repay the same shall carry with it the same consequences as failure to pay any installment of rental. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LESSOR, that it will give to LESSOR thirty (30) days written notice before the policy or policies in question shall be altered or cancelled. LESSOR agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by LESSEE. The City Manager of the City of Guthrie may approve the policy of insurance as set forth in this paragraph for the LESSOR.

11. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE'S servants, employees, agents, contractors, guests, patrons, invitees, or visitors, or to any other persons

whomsoever, for any injury to persons or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, its agents, contractors, guests, servants, or employees, or implied invitation 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 liability, judgments, causes of action, 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 intentional, willful or wanton misconduct of LESSOR.

12. DAMAGE OR DESTRUCTION OF PREMISES: In the event of damage or destruction to the leased premises, or any part thereof, LESSEE shall, at LESSEE's sole risk and expense, proceed with reasonable diligence to rebuild or repair the premises to substantially the condition which the premises existed prior to such damage. In the event that LESSEE should fail to complete such repairs or rebuilding within a reasonably prudent time, LESSOR may, at LESSOR's sole option, terminate this Lease by delivering written notice of termination to LESSEE, whereupon all rights and obligations thereafter accruing hereunder shall cease. LESSEE shall notify LESSOR as soon as is reasonably possible but, in any event, within forth-five (45) days of casualty, as to the length of time repairs to the premises will require.

All casualty insurance proceeds checks on the facility shall be made payable to LESSOR and LESSEE jointly and are to be used for the purpose of repairing or rebuilding of the facility in the event of loss.

Rent shall not abate during the period of repair or reconstruction of the premises.

13. 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 of sufferance at One twelfth (1/12) of the annual rental provided for herein. If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is the property of LESSEE, and in the event that such property is owned by someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR, its officials, officers, employees, agents and contractors harmless from all suits, actions, claims, liability, loss, damages and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR, its officials, officers, employees, agents or contractors.

14. 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 this 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.

15. EVENTS OF DEFAULT: The following events shall be deemed to be events of default under this Lease:

(a) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay the taxes described in paragraph 23, or for the insurance described in

paragraph 10, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date LESSOR has provided written notice of such failure to pay by certified first class U.S. Mail, postage prepaid whether actually received or not in the event the LESSEE fails or refuses to accept delivery of such certified mail..

(b) 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.

(c) Failure of LESSEE to occupy the Premises for the purposes set forth in Section 3 hereof continuously for a period exceeding sixty (60) days without providing written notice of such action to LESSOR within said sixty (60) day period and a statement of how LESSEE intends to use the PREMISES for said aviation hangar purposes for the remainder of the Lease Term.

(d) 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 thirty (30) days after written notice thereof from LESSOR.

(e) Failure of LESSEE to pay any rental installment or appropriate portion thereof when due for a period of thirty (30) days or more from the due date shall constitute an event of default and if not paid or cured within said thirty (30) day grace period, shall result in the termination of the Lease and all rights hereunder.

(f) Failure of LESSEE to comply with the provisions of Paragraph 5 (d) Private Hangar Construction.

16. **REMEDIES:** Upon the occurrence of any of such events of default described in paragraph 15 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 undertaken by LESSOR following repossession.

(b) Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.

(c) Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution or any claim for damages therefore, and relet the Premises on such terms as LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.

(d) Without terminating this Lease, terminate LESSEE'S right to possession of the Premises.

(e) Without terminating this Lease or the LESSEE'S rights to possession hereunder, enforce all of its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under the Lease.

(f) LESSOR may perform for the account of LESSEE any term, covenant, or provision of the Lease that LESSEE has failed to perform.

(g) Exercise 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.

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 or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver 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.

16A. ECONOMIC NONDISCRIMINATION: LESSEE shall, to the extent it provides or furnishes services to the public at the Guthrie-Edmond Regional Airport, or its successor(s), provide or furnish such services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.

17. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE:

During the term of this Lease all new buildings, alterations, changes, additions, and/or improvements placed upon the City of Guthrie's real property by LESSEE shall remain the property of the LESSEE subject to LESSORS equitable title. On termination of this Lease for any cause, the City of Guthrie shall become the owner of any buildings, alterations, changes, additions and/or improvements on the demised premises.

18. 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 the building and all fixtures and furniture of LESSEE situated on the Premises, and such property shall not be removed there from without the consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR herein under 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. 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 prior written consent of LESSOR, signed by the Mayor of the City of Guthrie.

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 the City of Guthrie 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. Payments should be mailed to: City of Guthrie, P. O. Box 908, Guthrie, OK 73044.

(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 Mayor and City Council

COPY TO:

Guthrie City Manager

for the City of Guthrie, Oklahoma
% Airport Manager
P.O. Box 908
Guthrie, OK 73044

P.O. Box 908
Guthrie, Oklahoma 73044

The Mayor and City Council
For the City of Edmond, Oklahoma
P.O. Box 2970
Edmond, OK 73083

LESSEE:

Robert & Linda Sheehan
3016 Kingwood Drive
Edmond, OK 73013

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 the joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to LESSEE. All parties included within the terms "LESSOR" and "LESSEE" respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

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

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. TAXES: (a) LESSEE agrees to pay, when due, all taxes and assessments levied or assessed as they become due, promptly and before delinquency. LESSEE shall pay any ad valorem taxes on the premises should said premises ever be assessed by the Logan County Assessor or Treasurer.

24. LEASE IS SUBJECT TO ALL AVIATION LAWS: This Lease is subject to all present and future laws, rules and regulations, both state and federal as well as local laws, rules and regulations, airports in general, and especially municipal airports, and if necessary, shall be modified and amended from time to time in order to comply and conform therewith.

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 this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

(c) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise 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 thirty (30) days after required of LESSOR, to deliver to LESSOR, or LESSEE'S designee, an estoppels 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 liens as LESSOR may request.

(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 prior 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 this 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 City of Guthrie

ATTEST: (Seal)

City Clerk

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 name of the maker thereof as its Mayor, 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 corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

Notary Public

APPROVED AS TO FORM AND LEGALITY

City Attorney

"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 name of the maker thereof as its President, 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 corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

Notary Public



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 3, 2013	Contact Kim Biggs, Purchasing Agent
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Agenda Item

Consider approval of Resolution No. 2013-21 to finance the lease-purchase of a 2013 Dodge 4x4, Type 1 Ambulance with SunTrust Equipment Finance & Leasing Corporation at an interest rate of 1.70% for four years in the amount of \$128,000 with the non-appropriation clause as required by Oklahoma State Statutes.

Summary

On December 18, 2012, the City Council approved the purchase of a 2013 Dodge 4x4, Type 1 Ambulance from Osage Industries utilizing HGAC contract pricing. The Logan County Emergency Medical Services (EMS) Board typically assists in the purchase of capital equipment items and has approved up to \$130,000.00 for the purchase of a complete new ambulance. The city has also received \$18,637.00 in insurance proceeds from two prior accidents involving the 2008 ambulance. This leaves a total amount of \$148,637.00 for the purchase of a new ambulance. The Osage Industries proposal totaled \$146,000.00 including a \$15,000.00 credit for the trade-in of the 2008 ambulance. Using the lease-purchase option for this vehicle at an interest rate of 1.70% lessens the financial impact to both entities and provides us with the opportunity of purchasing another ambulance later in the year.

Financial quotes were received from SunTrust Equipment Finance & Leasing Corporation, Branch Banking and Trust Company, and Government Capital Corporation. SunTrust Equipment Finance & Leasing Corporation offered the lowest interest rate of 1.70% for four years with a quarterly payment amount of \$8,292.06, which will be paid with funds received from the Logan County EMS Board.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" 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>09-09-92-6709</u>	Amount	<u>\$33,168 FY14 (funds from Logan County EMS)</u>
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>8-27-13</u>

Supporting documents attached

Resolution No. 2013-21
 Financial Quotes
 Vehicle/Equipment Quote

Recommendation

Approve Resolution No. 2013-21 to finance the lease-purchase of an ambulance with SunTrust Equipment Finance & Leasing Corporation at an interest rate of 1.70% for four years in the amount of \$128,000 with the non-appropriation clause as required by Oklahoma State Statutes.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2013-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 01 AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Council of the City of Guthrie ("Lessee") desires to obtain certain equipment (the "Equipment") described in Equipment Schedule No. 01 to the Master Lease Agreement (collectively, the "Lease"), between SUNTRUST EQUIPMENT FINANCE & LEASING CORPORATION ("Lessor") and Lessee, the form of which has been available for review by the City Council prior to this meeting; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with such Lease; and

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

WHEREAS, Lessee proposes to enter into the Lease with SUNTRUST EQUIPMENT FINANCE & LEASING CORPORATION substantially in the form presented to this meeting.

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

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

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Mayor of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions, and omissions, therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The City Clerk/Treasurer of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

Section 5. This resolution shall take effect immediately.

*** END ***

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the City Council of the City of Guthrie, Oklahoma, on the 3rd day of September, 2013, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et. seq.)

Mark Spradlin, Mayor

ATTEST: (Seal)

Wanda Calvert, City Clerk

Approved as to form and legality on _____, 2013.



Douglas S. Dillon
Vice President

SunTrust Equipment Finance & Leasing Corp.
300 East Joppa Road, Suite 700
Towson, MD 21286
Tel 410.307.6640
Fax 410.307.6620
doug.dillon@suntrust.com

July 23, 2013

Mr. Eric Harlow
Fire Chief
City of Guthrie – Fire-EMS
P.O. Box 908
Guthrie, Oklahoma 73044

RE: Tax-Exempt Lease Financing Proposal for New Buses

Dear Mr. Harlow:

SunTrust Equipment Finance & Leasing Corp. (“Lessor”) is pleased to present to the City of Guthrie a proposal for lease financing of new ambulances. The specific terms and conditions of our proposal are outlined as below.

LESSEE: City of Guthrie, Oklahoma
Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”).

LESSOR: SunTrust Equipment Finance & Leasing Corp., or its Assignee

EQUIPMENT: New ambulances

AMOUNT FINANCED: For the purposes of this proposal up to \$293,000.00 (Lessor will fund up to 100% of the acquisitions cost of the Equipment)

LEASE TERM: 4 and 5 Years

LEASE RATE: Option A: 48 mos. 1.70% \$128,000.00
Option B: 60 mos. 1.83% \$165,000.00

LEASE PAYMENT: See Attached Tables 1 and 2. The Lease Payments reflected in the tables assume payment structures with level quarterly payments of principal and interest and are based upon the indicated Lease Rates.

The Lessor will consider alternative repayment structures at the request of the Lessee. Alternative repayment structures may result in a different cost of funds for the Lessor, and therefore, may result in a change in the Lease Rate for the alternative repayment structure.

TYPE OF FINANCING:

The financing will be in the form of a Lease Schedule under a Master Lease Agreement. The Lease Schedule shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance, and taxes. Payments due under the Schedule shall be based on the annual appropriation of funds during each year of the lease.

**BANK OR NON-BANK
QUALIFICATION:**

Lessee reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar 2013 may or may not exceed ten million (\$10,000,000.00) dollars.

ESCROW FUNDING:

Subject to the terms of acceptance of this proposal, the Lessor is willing to fund the final Amount Financed for this transaction into an escrow account as a means of holding the selected Lease Rate through the funding date of the lease schedule. In the event an escrow account is utilized, the escrow account will be used to pay equipment vendors, contractors and any escrow expenses.

The Escrow Agent will be selected by the Lessee subject to Lessor's approval. In the event the Lessee selects SunTrust Bank as the escrow agent, the Lessee understands that a \$250 Escrow Administration Fee will be charged for establishing and maintaining this account. Interest earnings on the escrow account will first be applied to the Escrow Administration Fee. Any escrow earnings above the setup and maintenance fees will accrue for benefit of Lessee. In the event the interest earnings are not sufficient to cover escrow setup and maintenance fees, Lessee will be responsible to pay the shortfall from sources other than the escrow fund. An Escrow Agent selection by the Lessee other than SunTrust Bank will be subject to the approval of the Lessor. In addition, the Lessor will review and approve escrow disbursements prior to each disbursement of funds from the escrow account by the approved Escrow Agent.

REIMBURSEMENT:

If the Lessee intends to be reimbursed for any equipment cost associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under the Treasury Regulation Section 1.300.2.

INSURANCE:

The Lessee shall furnish confirmation of all risk physical damage insurance coverage for the full cost of the property plus one million (\$1,000,000.00) dollars combined single limit property damage and bodily injury insurance covering the property. Lessor shall be named as loss payee and additional insured on such coverage. In the event that the Lessee maintains self-insurance, or alternative coverage, the Lessor must approve the final insurance arrangements.

AUTHORIZED SIGNORS: The Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The Lessee's counsel shall furnish Lessor with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Lessor.

LEGAL TITLE: Title to the equipment will be in the name of Lessee. Lessor will be granted a security interest or lien on all collateral being financed.

DOCUMENTATION: Documentation will be furnished by the Lessor subject to negotiation between the parties. Where applicable, the Lessee agrees to cover fees relating to perfection of a security interest in the collateral supporting a lease schedule such as UCC filing fees or other similar fees.

PROPOSAL EXPIRATION: **The Lessor will hold the Lease Rate through a funding date on, or before, August 30, 2013 provided that the Lessee notifies the Lessor, either verbally, or in writing by July 26, 2013, that the Lessor is the apparent winner of the bid. If notification occurs by this date, the Lessor will honor Lease Rate for a closing on, or before, the August 30, 2013. The Lessee will have through the funding date to complete its internal bid review process and to formally award the transaction.**

However, if notice is not received by July 26, 2013, or if funding does not take place by August 30, 2013, the Lease Rate and Lease Payment Amounts may be adjusted to market conditions three (3) days prior to funding, unless the Lessor agrees to hold the rate through a later date. Once set, the Lease Rate will remain fixed for the Lease Term.

FINANCIAL STATEMENTS: Lessee shall provide to Lessor upon request current financial statements, a current budget, demographics, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

- continued on next page -

This proposal is subject to final credit approval by the Credit/Investment Committee of SunTrust Bank and approval of the lease documents in SunTrust Equipment Finance & Leasing Corp.'s sole discretion. To render a credit decision, Lessee shall provide Lessor with the information requested above.

Upon receipt of the signed proposal, we will endeavor to provide you with a timely commitment. It is a pleasure to offer this proposal to the City of Guthrie. SunTrust is interested in providing financing for this transaction, as well as financing other capital equipment needs of the school system. We look forward to your favorable acknowledgment.

Sincerely,



Douglas S. Dillon
Vice President
SunTrust Equipment Finance & Leasing Corp.

AGREED TO AND ACCEPTED BY:

(Name) _____

(Title) _____

(Date) _____

Table 1

Quarterly payments
 Interest Rate: 1.70%
 4-year finance term

<u>Period</u>	<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Balance</u>	<u>Prepayment Amount</u>
0	08-31-2013	-	(128,000.00)	-	128,000.00	129,280.00
1	11-30-2013	8,292.06	7,748.07	543.99	120,251.93	121,454.45
2	02-28-2014	8,292.06	7,780.99	511.07	112,470.94	113,595.65
3	05-31-2014	8,292.06	7,814.07	477.99	104,656.87	105,703.44
4	08-31-2014	8,292.06	7,847.27	444.79	96,809.60	97,777.70
5	11-30-2014	8,292.06	7,880.63	411.43	88,928.97	89,818.26
6	02-28-2015	8,292.06	7,914.11	377.95	81,014.86	81,825.01
7	05-31-2015	8,292.06	7,947.75	344.31	73,067.11	73,797.78
8	08-31-2015	8,292.06	7,981.53	310.53	65,085.58	65,736.44
9	11-30-2015	8,292.06	8,015.45	276.61	57,070.13	57,640.83
10	02-29-2016	8,292.06	8,049.52	242.54	49,020.61	49,510.82
11	05-31-2016	8,292.06	8,083.72	208.34	40,936.89	41,346.26
12	08-31-2016	8,292.06	8,118.08	173.98	32,818.81	33,147.00
13	11-30-2016	8,292.06	8,152.59	139.47	24,666.22	24,912.88
14	02-28-2017	8,292.06	8,187.23	104.83	16,478.99	16,643.78
15	05-31-2017	8,292.06	8,222.02	70.04	8,256.97	8,339.54
16	08-31-2017	8,292.06	8,256.97	35.09	-	-
Total		132,672.96	-	4,672.96		

Table 2

Quarterly payments
 Interest Rate: 1.83%
 6-year finance term

<u>Period</u>	<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Balance</u>	<u>Prepayment Amount</u>
0	08-31-2013	-	(165,000.00)	-	165,000.00	166,650.00
1	11-30-2013	8,652.04	7,897.16	764.88	157,102.84	158,673.87
2	02-28-2014	8,652.04	7,933.29	718.75	149,169.65	150,661.25
3	05-31-2014	8,652.04	7,969.58	682.46	141,199.97	142,611.97
4	08-31-2014	8,652.04	8,006.05	645.99	133,193.92	134,525.86
5	11-30-2014	8,652.04	8,042.67	609.37	125,151.25	126,402.76
6	02-28-2015	8,652.04	8,079.47	572.57	117,071.78	118,242.50
7	05-31-2015	8,652.04	8,116.43	535.61	108,955.35	110,044.90
8	08-31-2015	8,652.04	8,153.57	498.47	100,801.78	101,809.80
9	11-30-2015	8,652.04	8,190.87	461.17	92,610.91	93,537.02
10	02-29-2016	8,652.04	8,228.34	423.70	84,382.57	85,226.40
11	05-31-2016	8,652.04	8,265.99	386.05	76,116.58	76,877.75
12	08-31-2016	8,652.04	8,303.80	348.24	67,812.78	68,490.91
13	11-30-2016	8,652.04	8,341.79	310.25	59,470.99	60,065.70
14	02-28-2017	8,652.04	8,379.96	272.08	51,091.03	51,601.94
15	05-31-2017	8,652.04	8,418.30	233.74	42,672.73	43,099.46
16	08-31-2017	8,652.04	8,456.81	195.23	34,215.92	34,558.08
17	11-30-2017	8,652.04	8,495.50	156.54	25,720.42	25,977.62
18	02-28-2018	8,652.04	8,534.37	117.67	17,186.05	17,357.91
19	05-31-2018	8,652.04	8,573.41	78.63	8,612.64	8,698.77
20	08-31-2018	8,652.04	8,612.64	39.40	-	-
Total		173,040.80	-	8,040.80		

July 25, 2013

Eric Harlow
Fire Chief
City of Guthrie

Dear Mr. Harlow

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by the City of Guthrie ("City").

- (1) **Project:** 2013 Ram 4500 4x4/Osage Industries ambulance
- (2) **Amount To Be Financed:** \$128,000
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Term</u>	<u>Rate</u>
48 Months	1.89%

Payments shall be quarterly in arrears, as requested. See the attached amortization schedule(s) for information on payments.

The interest rate stated above is valid for a closing not later than 45 days after today. A convenient date and time shall be mutually agreed upon for closing. Closing is contingent upon completing documentation acceptable to BB&T and upon the condition of the equipment acceptable to BB&T. BB&T shall provide a list of required documentation for closing should we be the successful proposer.

All applicable taxes, permits, costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City. The financing documents shall allow prepayment of the principal balance in whole on a scheduled payment date with a 1% prepayment premium.

The stated interest rate assumes that the City expects to borrow less than \$10,000,000 in calendar year 2013 and that the City shall comply with IRS Code Sections 141, 148, 149(e) and Section 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) **Financing Documents:**

BB&T and its counsel shall prepare all documentation for the City. We shall provide a sample of those documents to you should BB&T be the successful proposer. This financing shall be secured by a first lien security interest in all personal property acquired with proceeds.

* * * * *

BB&T appreciates the opportunity to provide this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to BB&T. If your board adopts this resolution, then BB&T shall not require any further board action prior to closing the transaction.

Please call me at (704) 954-1707 with your questions and comments. We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY



C. Taylor Vick

Enclosure

BOND DEBT SERVICE

City of Guthrie Equipment
Ambulance

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
08/20/2013						128,000.00	128,000.00
11/20/2013	7,720.29	1.890%	604.80	8,325.09		120,279.71	120,279.71
02/20/2014	7,756.76	1.890%	568.32	8,325.09		112,522.95	112,522.95
05/20/2014	7,793.42	1.890%	531.67	8,325.09		104,729.53	104,729.53
08/20/2014	7,830.24	1.890%	494.85	8,325.09	33,300.34	96,899.30	96,899.30
11/20/2014	7,867.24	1.890%	457.85	8,325.09		89,032.06	89,032.06
02/20/2015	7,904.41	1.890%	420.68	8,325.09		81,127.65	81,127.65
05/20/2015	7,941.76	1.890%	383.33	8,325.09		73,185.89	73,185.89
08/20/2015	7,979.28	1.890%	345.80	8,325.09	33,300.34	65,206.61	65,206.61
11/20/2015	8,016.98	1.890%	308.10	8,325.09		57,189.62	57,189.62
02/20/2016	8,054.87	1.890%	270.22	8,325.09		49,134.76	49,134.76
05/20/2016	8,092.92	1.890%	232.16	8,325.09		41,041.83	41,041.83
08/20/2016	8,131.16	1.890%	193.92	8,325.09	33,300.34	32,910.67	32,910.67
11/20/2016	8,169.58	1.890%	155.50	8,325.09		24,741.09	24,741.09
02/20/2017	8,208.18	1.890%	116.90	8,325.09		16,532.90	16,532.90
05/20/2017	8,246.97	1.890%	78.12	8,325.09		8,285.94	8,285.94
08/20/2017	8,285.94	1.890%	39.15	8,325.09	33,300.34		
	128,000.00		5,201.38	133,201.38	133,201.38		

Resolution Approving Financing Terms

WHEREAS: The City of Guthrie ("City") has previously determined to undertake a project for one (1) 2013 Ram 4500 4x4/Osage Industries ambulance (the "Project"), and the Fire Chief has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated July 25, 2013. The amount financed shall not exceed \$128,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.89 %, and the financing term shall not exceed three (4) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Lease Purchase Agreement as BB&T may request.
3. The Fire Chief is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Fire Chief is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Fire Chief shall approve, with the Fire Chief's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2013.

By: _____
(Clerk)

By: _____
(Mayor)

SEAL



GOVERNMENT CAPITAL
CORPORATION

July 22, 2013

Chief Eric Harlow
Guthrie City Hall
(405) 282-2280
eharlow@cityofguthrie.com

Dear Chief Harlow,

Thank you for the opportunity to present proposed financing for the City of Guthrie. I am submitting for your review the following proposed structure:

LENDER:	Government Capital Corporation	
ISSUER:	City of Guthrie, Oklahoma	
FINANCING STRUCTURE:	Tax Exempt Structure w/ \$1.00 purchase	
EQUIPMENT COST:	\$ 128,000.00	\$ 165,000.00
TERM:	48 Monthly Payments	60 Monthly Payments
INTEREST RATE:	2.49%	2.49%
PAYMENT AMOUNT:	\$ 2,828.53	\$ 2,947.10
PAYMENTS BEGINNING:	One month from signing, and monthly thereafter	

The above proposal is subject to audit analysis and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time. The above payment amount has a \$1,100.00 fee which includes all underwriting fees, documentation fees, legal fees, issuance expenses, etc.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Drew

Drew Whittington
Client Services
CC: Kevin Lerner

"YOUR PUBLIC FINANCE PARTNER"



194 Twin Ridge Road, P.O. Box 718, Linn, Missouri 65051
Phone 573-897-3634, Toll Free 800-822-3634
Fax 573-897-3113

December 6, 2012

To: Guthrie Fire Dept.
Attn: Chief Eric Harlow

Chief, thanks for the opportunity to work with you on your new truck. As requested, I have listed all features that I believe represent the final design and have submitted this to drafting for drawings. Hopefully, I'll have these this week.

2013 Ram 4500 4x4, 165.5" WB, 84" CA
6.7L Cummins Diesel
Six speed auto transmission
Vinyl cab seats
Electric shift-on-the-fly
Ambulance prep group
225/70R 19.5 All traction tires
Black grill, black nerf bars on cab
Power and remote entry group
Flame red (PR4) paint
Air ride suspension-Kelderman

Seamless aluminum 152" Osage body
All Whelen M9 LED lighting, 7 across front, 3 across rear at roof line, 2 at window level, 3 each side, M6 in grill, front intersection, over rear wheels
M9 LED scene, two each side, two rear load
M6 stop/tail/reverse
M6 turn arrows on front
Chrome flanges for all exterior lighting
Super Chief siren & Whelen 295HFSC9 siren with Federal BP 2000 speaker
Install customer supplied radios
Hadley air horns mounted on front bumper
Vanner inverter and battery charger
Speakers in patient area with volume control
Danhardt 110V A/C
Reverse camera
Front cab console on floor
"A" bar with sharp's and trash at head of SQB
Four adjustable shelves in interior cabinets
Severe weather insulation package
LED running board lights

Flip up bumper
Full height stone guards on all 4 corners
Black rub rails and fenderettes
Front bumper replacement from Buckstop
Box all red, cab red up to window, black above that
Roof painted white, not visible from ground
Two color Diamond grade chevrons across entire back
Department lettering and stripping in all reflective
Black painted wheels with hub/lug covers
Drop skirt line 4" curbside forward of rear wheel well
LED compartment lights
Two Ferno #521 O2 bottle brackets
Ceiling ducted HVAC with booster fan
Digital Clock
Lon-Plate II flooring

By purchasing through the HGAC contract, the delivered price to Guthrie Fire Department is \$146,000.00 . (includes \$15,000 for trade-in)

Thanks for the opportunity.

John Kehoe



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 3, 2013	Contact Wanda Calvert City Clerk/Treasurer
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Agenda Item

Consider approval of Budget Amendment No. 3 increasing the budget for the General Fund in the amount of \$54,500.

Summary

Budget Amendment No. 3 is increasing the General Fund in the amount of \$54,500. The City of Guthrie received 500 concert tickets from JAM Productions to sell at \$109 per ticket. The proposed Budget Amendment is creating a revenue and an expenditure account to track the funds received from selling the tickets and the amount to pay JAM Productions for the ticket sales. Unsold tickets will be returned to the production company, and the City is not financially responsible for those tickets.

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

Supporting documents attached

- Request for Budget Amendment
- Budget Revision Report

Recommendation

Approve Budget Amendment No. 3

Action Needed Public Hearing Motion Emergency Clause

**CITY OF GUTHRIE
GUTHRIE PUBLIC WORKS AUTHORITY**

REQUEST FOR BUDGET AMENDMENT

Type of Amendment:

Date: September 3, 2013

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

Amendment No. 3

Funds Effected:

General Fund - \$54,500

Comments:

Budget Amendment No. 3 is increasing the General Fund in the amount of \$54,500. The City of Guthrie received 500 concert tickets from JAM Productions to sell at \$109 per ticket. This Budget Amendment is creating a revenue and an expenditure account to track the funds received from selling the tickets and the amount to pay JAM Productions for the ticket sales.

APPROVAL

Date: _____

Purchasing Agent: _____ City Manager: _____

Council Approval Needed? Yes Date Posted: 09-04-2013

If yes, date approved: 09-03-2013 City Clerk: _____

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

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

**City of Guthrie
Budget Revisions**

Number	Fiscal Year	Fiscal Period	Budget Amendment No.	Reason	Line Number	Account Number	Increase	Decrease
222	2013	11	Budget Amendment No. 3		1	01-00-00-5529 Concert Ticket Sales	54,500.00	0.00
					2	01-01-00-6140 Concert Ticket Sales	54,500.00	0.00
Totals:							109,000.00	0.00



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	September 3, 2013	Wanda Calvert
<input type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of Lease Agreement between the Logan County Economic Development Council, Inc. and Logan County Round-Up Club Association in accordance with the original Lease Agreement dated December 2, 2003 - Section 8, Assignment and Subletting.

Summary

On March 17, 1987 the City Council approved a ten year Lease Agreement with the Guthrie Round-Up Club for \$1.00 per year for the property known as the Fair Park (Fairgrounds Arena) including a race track lying west of Guthrie Water Treatment Plant for rodeo purposes and for purposes related to the care and keeping of horses. The Lease Agreement was renewed each year for \$1.00 per year plus insurance until August 25, 2005. At that time, the City Council approved the First Amendment to Lease Agreement and Agreement to Assignment from the Guthrie Round-Up Club to Tyler Blount Memorial Foundation. Tyler Blount Foundation was approved to assume the term of the Lease Agreement for \$1.00 per year plus insurance for a period to expire August 31, 2025. In October 2005, the Fairgrounds Arena and Race Track property was listed as collateral for a loan between Pat Blount (Tyler Blount Memorial Foundation) and Logan County Economic Development Council, Inc. On December 17, 2012 a letter was submitted to Logan County Economic Development Authority informing the Tyler Blount Memorial Foundation was in default under the terms of the Lease Agreement dated December 2, 2003. The Logan County Economic Development Council, Inc. has negotiated with Logan County Round-Up Club Association for the management, maintenance and promotion of the Rodeo Arena (Fairgrounds Arena) and full compliance with the terms of the Lease Agreement and may be renewed for up to eleven years successive one year terms.

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>01-00-00-5419</u>	Amount	<u>\$1.00 per year</u>
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>08-27-2013</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

- Lease Agreement between the LCEDC and Logan County Round-Up Club
- Original Lease Agreement dated December 2, 2003
- First Amendment to Lease Agreement and Agreement to Assignment

Recommendation

Approve the Lease Agreement.

Action Needed

Public Hearing

Motion

Emergency Clause

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 15 day of Aug, 2013 by and between the LOGAN COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC. hereinafter the "LESSOR," and the LOGAN COUNTY ROUND-UP CLUB ASSOCIATION, an Oklahoma not for profit corporation, hereinafter the "LESSEE." The Logan County Economic Development Council, Inc. holds a lease on the property, more commonly known as the Guthrie Rodeo Arena, formerly the Fairgrounds Race Track, located within the following tract of land:

*The SW4 of the NE/4 in Section 17-Township 16 North-Range 2 West of the Indian Meridian,
Logan County, State of Oklahoma.*

1. PREMISES:

A) The LESSOR (LCEDC) in consideration of the obligation of the LESSEE to pay rent as herein provided, and in consideration of the other terms, provisions and covenants, hereby rents and leases to LESSEE the premises commonly known as the Guthrie Rodeo Arena on certain real property situated in Logan County, State of Oklahoma, described above, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the Premises and together with the other improvements situated or to be situated upon said Premises, (the said real property, facilities and improvements being hereinafter referred to as the "Premises").

B) LESSOR, and the City of Guthrie reserve the right of ingress and egress in, to, on, over and across the Premises to inspect the condition of the Premises in a manner that will cause the least disruption to LESSEE's quiet enjoyment of the Premises.

TO HAVE AND TO HOLD the same for a term commencing on Aug 15, 2013 (The Commencement date) and ending on the 15 day of Aug 2014, subject to termination as provided herein. Upon LESSOR'S review of LESSEE'S satisfactory management, maintenance and promotion of the Rodeo Arena and full compliance with terms of this lease, this Lease may be renewed for up to eleven (11) successive one (1) year terms.

1. RENT:

LESSEE agrees to pay to LESSOR a monthly fixed rental fee of \$50.00 and remit \$1.00 per ticket on each ticketed event held at the Rodeo Arena for the first year of the lease term. At the conclusion of this one year lease, rental terms may be re-negotiated subject to a review of the LESSEE'S utilization and care of the facility as well as the fiscal viability of the Logan County Round-Up Club Association.

3. PURPOSE AND USE:

The premises shall be used for equine, rodeo and related purposes, and for no other purpose, except such as shall be from time to time permitted by the LESSOR. LESSEE agrees to schedule a minimum of twelve events or more per year utilizing the Rodeo Arena for its intended purpose.

4. ALTERATIONS:

LESSEE shall not make any alterations, improvements, changes or additions to Premises without prior written consent of LESSOR. Any alterations, improvements, changes or additions made in Premises shall, upon termination of this Lease be the sole property of LESSOR, LESSEE waiving any and all rights to compensation therefor.

5. REPAIRS AND MAINTENANCE:

LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto. 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 condition, reasonable wear and tear excepted.

6. UTILITIES:

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

7. INSURANCE:

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

1. Comprehensive public liability insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars for injury to or death to any one person and Two Million Dollars (\$2,000,000.00) for any injury to or death to any number of persons in one occurrence upon or in connection with the use of the premises.

2. Comprehensive property damage insurance covering liability or damage from any occurrence occurring upon or in connection with the use of the Premises to all property in at least the sum of Twenty-five Thousand (\$25,000.00) dollars. All policies referred to in this section shall be written in a form naming the LESSOR as a named insured party. LESSEE shall timely pay all of the premiums therefor and deliver such policies, or a certificate thereof, to LESSOR. LESSEE shall provide to the LESSOR, a certificate of insurance on each succeeding anniversary of the commencement date.

8. LIABILITY:

LESSOR shall not be liable to LESSEE or LESSEE's members, officers, employees, agents, patrons, invitees, or visitors for any injury to person or damage to property on or about the premises, caused by the negligence or misconduct of LESSEE, and LESSEE agrees to indemnify the LESSOR, its employees, officials, officers and agents and hold it harmless from any and all loss, cost, demands, expense, suits, actions, judgments, liability or claims.

9. EVENTS OF DEFAULT:

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

- A) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay for the insurance described in paragraph 6.
- B) LESSEE shall fail to comply with any term, provision, or covenant of this Lease.

10. RESPONSIBILITIES OF LESSEE:

LESSEE shall be responsible for all costs associated with production of any event that includes but is not limited to:

- Arena Preparation -- Tractor & drag will not be provided
- Fuel
 - Water after meter is read upon the signing of the contract
- Signage
- Bathroom Supplies
- Concession stand
- Ticket Sales
- Livestock & Associated Fees
- Ambulance
- Security
- Electricity after meter is read and upon the signing of contract
- Clean-up after events & trash removal

LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner, pledge its interest in this Lease as collateral for any indebtedness or for any other purposes, whether in connection with the Premises or otherwise. Lessee may, however, make arrangements with other organizations to utilize the facility so long as such use is in compliance with and within the terms of this lease.

11. LESSOR AND LESSEE SUBJECT TO ORIGINAL LEASE FROM CITY OF GUTHRIE:

It is understood by Lessor that that Lessee's interest in the premise is derived from various assignments and or amendments to a certain lease dated March 18th, 2003 From the City of Guthrie to Guthrie RoundUP Club. Lessee further understands that both Lessor and Lessee are subject to, and bound by the terms and conditions of the lease attached as Exhibit "A" hereto.

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

"LESSEE"
Logan County Round-Up Club Association

WITNESS:
Sherry A. Kirk
Secretary

By: 
President

Vice President

"LESSOR"

Logan County Economic Development Council, Inc.

ATTEST:



Director

By: 

Chairman

The above lease agreement is Acknowledged and Ratified by the City of Guthrie.

City of Guthrie

By: _____, Mayor

LEASE AGREEMENT

2nd THIS LEASE AGREEMENT (the "Lease"), is made and entered into this December, 2003 by and between the CITY OF GUTHRIE, OKLAHOMA, a municipal corporation, hereinafter the "LESSOR," and the GUTHRIE ROUNDUP CLUB, an Oklahoma not for profit corporation, hereinafter the "LESSEE."

WITNESSETH:

1. PREMISES:

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

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of January, 2004, (the "Commencement Date") and ending on the 31st day of December, 2008 subject to termination as provided herein (the "Lease Term"). This Lease may be renewed for up to two (2) successive five (5) year terms upon not less than ninety (90) days prior written notice provided the LESSEE is in full compliance with the terms hereof including, but not limited to, payment of rent and insurance.

2. RENT:

LESSEE agrees to pay to LESSOR, without deduction or setoff, an annual rental for the Premises in the sum of \$1.00 for each year of the Lease Term payable in advance, for the demised premises described in Exhibit "A" attached hereto, payable at the LESSOR's address as shown in paragraph 17 (b) hereof (the "Rent"). The first of said annual installments shall be due and payable on the 1st day of April, 2003, and thereafter on the 1st day of April of each successive year of the Lease Term.

3. PURPOSE AND USE:

The premises shall be used for rodeo, including the care and keeping of horses, and related incidental purposes, and for no other purpose, except such as shall be from time to

time permitted by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE's sole expense. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises.

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

4. REPAIRS AND MAINTENANCE:

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

5. ALTERATIONS:

- a) LESSEE shall not make any alterations, improvements, changes or additions made in or to such Premises without prior written consent of LESSOR.
- b) **DISPOSITION OF IMPROVEMENTS:** Any alterations, improvements, changes or additions made in or to such Premises shall, upon termination of this Lease and unless removed as hereinafter provided, be the sole property of LESSOR, LESSEE waiving any and all rights to compensation therefor, and LESSEE shall have only a leasehold interest therein, subject to the terms hereof. Upon the expiration or earlier termination of the term of this Lease, LESSOR shall extend to LESSEE a grace period, the duration of which shall be mutually agreeable to LESSEE but in no event to exceed six (6) months, in which LESSEE may remove the improvements or additions from the premises. The provision of a grace period shall not affect nor operate to void, nullify, waive or abrogate any remedy afforded the LESSOR or extend or modify any other requirement or time for compliance by LESSEE with the terms of this Lease.

6. INSPECTION:

LESSOR and LESSOR's employees, agents and appointed representatives shall have the right to enter and inspect the Premises at any reasonable time during the LESSOR's business hours (in emergencies, at all times) for the purpose of ascertaining the condition of the Premises. LESSOR and LESSOR's employees, agents and appointed

representatives shall have the right to enter the Premises at any reasonable time within sixty (60) days prior to the expiration of this Lease Term or any renewal or extension thereof, and shall have the right to erect on the Premises a suitable sign(s) indicating that the Premises are available for lease.

7. UTILITIES:

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

8. ASSIGNMENT AND SUBLETTING:

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

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

9. INSURANCE:

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

1. Comprehensive public liability insurance in the amount of at least One Million (\$1,000,000.00) Dollars for injury to or death to any one person and One Million Dollars (\$1,000,000.00) for any injury to or death to any number of persons in one occurrence upon or in connection with the use of the Premises.
2. Comprehensive property damage insurance covering liability or damage from any occurrence occurring upon or in connection with the use of the Premises to all property in at least the sum of Twenty-Five Thousand (\$25,000.00) dollars.

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

10. LIABILITY:

LESSOR shall not be liable to LESSEE or LESSEE's members, officers, employees, agents, patrons, invitees, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify the LESSOR, its employees, officials, officers and agents and hold it harmless from any and all loss, cost, demands, expense, suits, actions, judgments, liability or claims, including attorneys' fees, arising out of or related to any such damage of whatsoever kind or nature or injury; except injury to persons or damage to property, the sole cause of which is the gross negligence of LESSOR or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this Lease.

11. HOLDING OVER:

If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease and the grace period, if any, provided pursuant to paragraph 5, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is property of someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR harmless from all suits, actions, liability, loss, damages, and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

12. QUIET ENJOYMENT:

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

13. EVENTS OF DEFAULT:

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

- a) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay for the insurance described in paragraph 9, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date such installment or reimbursement was due.
- b) LESSEE shall become insolvent, or shall make transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- c) LESSEE shall file, or have filed against it, a petition, voluntary or involuntary, under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt, a debtor in bankruptcy or insolvent in proceedings filed against LESSEE thereunder.
- d) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.
- e) LESSEE shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within fifteen (15) days after written notice thereof of LESSEE.
- f) LESSEE shall fail to remain incorporated as an Oklahoma not for profit corporation or fail to perform any and all such acts as are required to remain so incorporated.

14. REMEDIES:

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

- a. Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may suffer as a result of termination of this Lease, including the expense of repossession, and any repairs or remodeling undertaken by LESSOR following repossession, and any repairs or remodeling undertaken by LESSOR following repossession.

- b. Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.
- c. Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution of any claim for damages therefore, and relet the Premises on such terms as LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.
- d. Without terminating this Lease, terminate LESSEE's right to possession of the Premises.
- e. Without terminating this Lease or the LESSEE's rights to possession hereunder, enforce all of its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under the Lease.
- f. LESSOR may perform for the account of LESSEE any term, covenant, or provision of the Lease that LESSEE has failed to perform.
- g. Exercise any and all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

If LESSOR, at any time, is compelled to pay or elects to pay any sum of money to do any acts which would require the payment of any sum of money by reason of the failure 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 as and when such installment is due, to help defray the additional costs of LESSOR for processing such late payments LESSEE shall pay to LESSOR on demand a late charge in an amount equal to five per cent (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 LESSOR's remedies in any manner.

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation

of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver 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 written consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR hereunder shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to LESSEE. LESSEE hereby agrees to execute such financing statements and other instruments necessary or desirable, in LESSOR's discretion, to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereof.
- b) LESSEE may not encumber in any manner its leasehold interest and estate in the demised premises or any improvements placed by LESSEE thereon without the written consent of LESSOR. LESSEE agrees that LESSEE may encumber personal property and equipment used on the site.

16. MECHANIC'S LIENS:

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

LESSOR harmless from any and all cost, claims, demands, liability, suits, judgments or 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.

17. NOTICES:

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

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

LESSOR:

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

LESSEE:

Guthrie Roundup Club
Chris New, President *Wayne Halvorson*
530 W. Seward Rd. *9528 S. Sauer Road*
Guthrie, Oklahoma 73044

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

by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

18. NO WASTE OR DAMAGE:

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

19. ABANDONMENT:

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

20. INDEMNIFICATION:

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

21. TAXES:

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

22. LESSEE'S LIABILITY FOR RENT:

Time is hereby declared to be of the essence in this Lease as to payment of rentals herein provided and to payment of the rental installments when and as the same shall fall due. Time is further declared to be of the essence as to the performance of the conditions

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

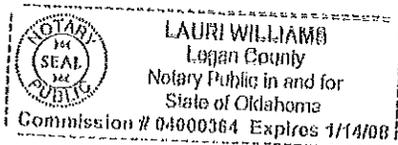
23. MISCELLANEOUS:

- a) Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the text otherwise requires.
- b) The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns, except as otherwise herein expressly provided.
- c) The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this lease, nor in any way affect the interpretation of this Lease.
- d) LESSEE agrees, from time to time, within ten (10) days after required of LESSOR, to deliver to LESSOR, or LESSOR's designee, an estoppel certificate stating that this lease is in full force and effect, the date to which rent has been paid, the unexpired term of this lease and such other matters pertaining to this Lease as may reasonably be requested by LESSOR.
- e) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.
- f) There shall be no merger of this Lease, nor of the leasehold estate created by it, with the fee estate in the Premises, by reason of the fact that this Lease, or the leasehold estate created by it, may be held, directly, or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises.
- g) LESSEE accepts this Lease subject and subordinate to any first mortgage, deed of trust, or other first lien presently existing or hereafter arising upon the Premises and to any renewals, refinancing, and extensions thereof, but LESSEE agrees that any such first mortgage shall have the right at any time to subordinate such mortgage, deed of trust, or other such lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. LESSOR is hereby irrevocably vested with full power and authority to hereby subordinate this Lease to any first mortgage, deed of trust, or other first lien now existing or hereinafter placed upon the Premises and LESSEE agrees, upon demand, to execute such further instruments subordinating this Lease or attorning to the holder of any

liens as LESSOR may request. In the event that LESSEE should fail to promptly execute any instrument required herein when so requested, LESSEE hereby irrevocably constitutes LESSOR as its attorney-in-fact to execute any such instrument in LESSEE's name, place, and stead, it being agreed that such power is one coupled with an interest.

- h) LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner, pledge its interest in this Lease as collateral for any Indebtedness, whether in connection with the Premises or otherwise, without the written consent of the LESSOR.
- i) LESSEE shall execute such attornment agreement to any mortgage of LESSOR as such mortgagee shall reasonably require within fifteen (15) days from such request; provided, however, that such attornment agreement(s) shall be reasonably satisfactory as to form and content to LESSOR.
- j) The invalidity, or unenforceability in particular circumstances, of any provision of this Lease shall not extend beyond such provision or circumstance and no other provision hereof shall be affected.
- k) The laws of the State of Oklahoma shall govern the interpretations, validity, performance, and enforcement of this Lease. If any provision of this 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.



"LESSEE"
Guthrie Roundup Club, and Oklahoma
not for profit corporation

ATTEST: (Seal)

By: [Signature]

Title: Under President

[Signature]
Secretary

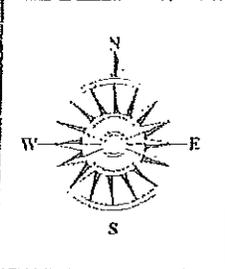
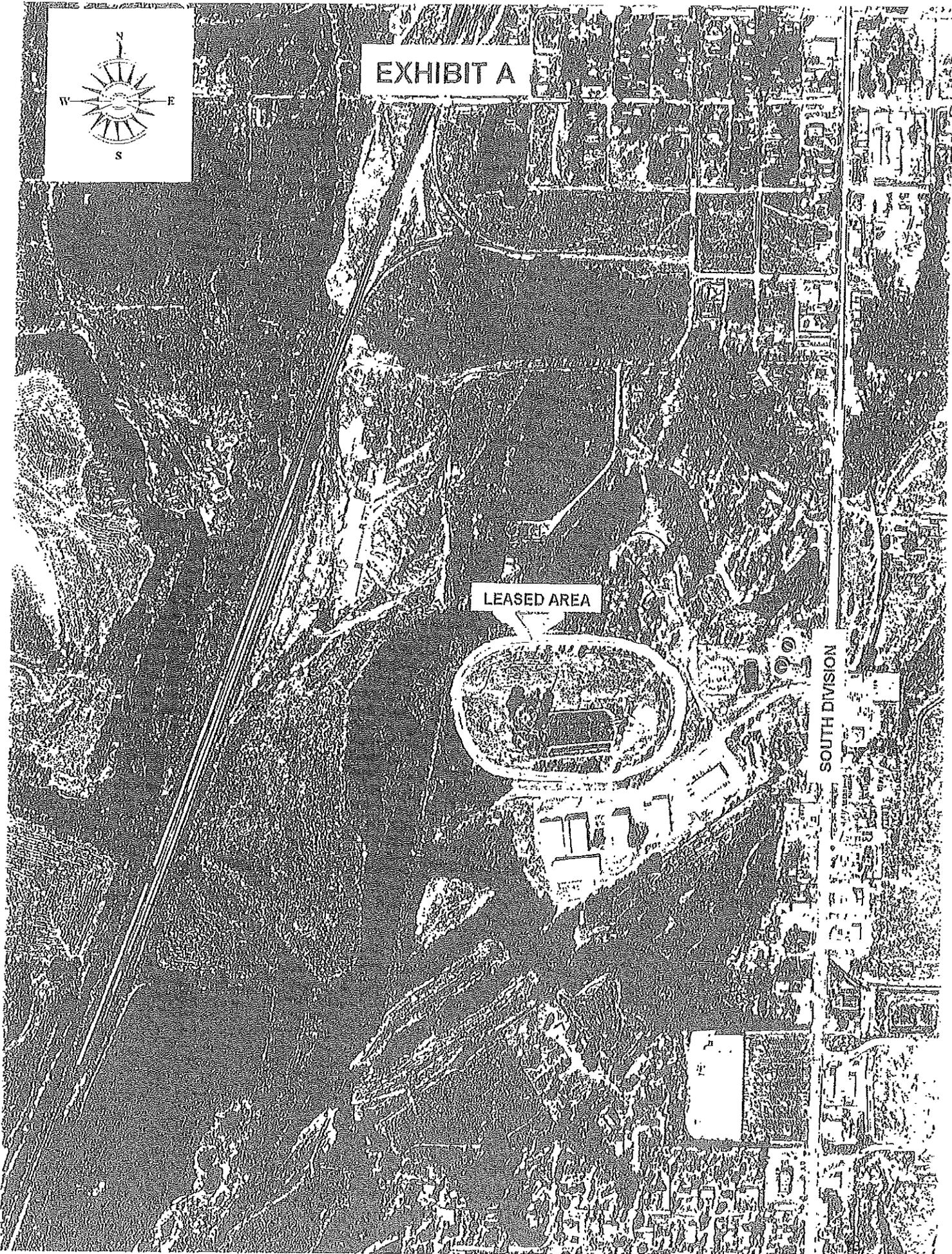


EXHIBIT A

LEASED AREA

SOUTH DIVISION



LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 15 day of Aug, 2013 by and between the LOGAN COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC. hereinafter the "LESSOR," and the LOGAN COUNTY ROUND-UP CLUB ASSOCIATION, an Oklahoma not for profit corporation, hereinafter the "LESSEE." The Logan County Economic Development Council, Inc. holds a lease on the property, more commonly known as the Guthrie Rodeo Arena, formerly the Fairgrounds Race Track, located within the following tract of land:

*The SW4 of the NE/4 in Section 17-Township 16 North-Range 2 West of the Indian Meridian,
Logan County, State of Oklahoma.*

1. PREMISES:

A) The LESSOR (LCEDC) in consideration of the obligation of the LESSEE to pay rent as herein provided, and in consideration of the other terms, provisions and covenants, hereby rents and leases to LESSEE the premises commonly known as the Guthrie Rodeo Arena on certain real property situated in Logan County, State of Oklahoma, described above, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the Premises and together with the other improvements situated or to be situated upon said Premises, (the said real property, facilities and improvements being hereinafter referred to as the "Premises").

B) LESSOR, and the City of Guthrie reserve the right of ingress and egress in, to, on, over and across the Premises to inspect the condition of the Premises in a manner that will cause the least disruption to LESSEE's quiet enjoyment of the Premises.

TO HAVE AND TO HOLD the same for a term commencing on Aug 15, 2013 (The Commencement date) and ending on the 15 day of Aug 2014, subject to termination as provided herein. Upon LESSOR'S review of LESSEE'S satisfactory management, maintenance and promotion of the Rodeo Arena and full compliance with terms of this lease, this Lease may be renewed for up to eleven (11) successive one (1) year terms.

1. RENT:

LESSEE agrees to pay to LESSOR a monthly fixed rental fee of \$50.00 and remit \$1.00 per ticket on each ticketed event held at the Rodeo Arena for the first year of the lease term. At the conclusion of this one year lease, rental terms may be re-negotiated subject to a review of the LESSEE'S utilization and care of the facility as well as the fiscal viability of the Logan County Round-Up Club Association.

3. PURPOSE AND USE:

The premises shall be used for equine, rodeo and related purposes, and for no other purpose, except such as shall be from time to time permitted by the LESSOR. LESSEE agrees to schedule a minimum of twelve events or more per year utilizing the Rodeo Arena for its intended purpose.

4. ALTERATIONS:

LESSEE shall not make any alterations, improvements, changes or additions to Premises without prior written consent of LESSOR. Any alterations, improvements, changes or additions made in Premises shall, upon termination of this Lease be the sole property of LESSOR, LESSEE waiving any and all rights to compensation therefor.

5. REPAIRS AND MAINTENANCE:

LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto. 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 condition, reasonable wear and tear excepted.

6. UTILITIES:

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

7. INSURANCE:

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

1. Comprehensive public liability insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars for injury to or death to any one person and Two Million Dollars (\$2,000,000.00) for any injury to or death to any number of persons in one occurrence upon or in connection with the use of the premises.
2. Comprehensive property damage insurance covering liability or damage from any occurrence occurring upon or in connection with the use of the Premises to all property in at least the sum of Twenty-five Thousand (\$25,000.00) dollars. All policies referred to in this section shall be written in a form naming the LESSOR as a named insured party. LESSEE shall timely pay all of the premiums therefor and deliver such policies, or a certificate thereof, to LESSOR. LESSEE shall provide to the LESSOR, a certificate of insurance on each succeeding anniversary of the commencement date.

8. LIABILITY:

LESSOR shall not be liable to LESSEE or LESSEE's members, officers, employees, agents, patrons, invitees, or visitors for any injury to person or damage to property on or about the premises, caused by the negligence or misconduct of LESSEE, and LESSEE agrees to indemnify the LESSOR, its employees, officials, officers and agents and hold it harmless from any and all loss, cost, demands, expense, suits, actions, judgments, liability or claims.

9. EVENTS OF DEFAULT:

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

- A) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay for the insurance described in paragraph 6.
- B) LESSEE shall fail to comply with any term, provision, or covenant of this Lease.

10. RESPONSIBILITIES OF LESSEE:

LESSEE shall be responsible for all costs associated with production of any event that includes but is not limited to:

- Arena Preparation -- Tractor & drag will not be provided
- Fuel
- Water after meter is read upon the signing of the contract
- Signage
- Bathroom Supplies
- Concession stand
- Ticket Sales
- Livestock & Associated Fees
- Ambulance
- Security
- Electricity after meter is read and upon the signing of contract
- Clean-up after events & trash removal

LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner, pledge its interest in this Lease as collateral for any indebtedness or for any other purposes, whether in connection with the Premises or otherwise. Lessee may, however, make arrangements with other organizations to utilize the facility so long as such use is in compliance with and within the terms of this lease.

11. LESSOR AND LESSEE SUBJECT TO ORIGINAL LEASE FROM CITY OF GUTHRIE:

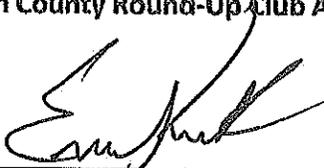
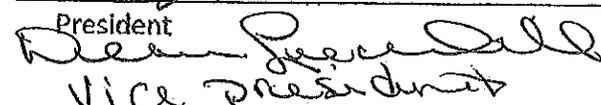
It is understood by Lessor that that Lessee's interest in the premise is derived from various assignments and or amendments to a certain lease dated March 18th, 2003 From the City of Guthrie to Guthrie RoundUP Club. Lessee further understands that both Lessor and Lessee are subject to, and bound by the terms and conditions of the lease attached as Exhibit "A" hereto.

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

"LESSEE"
Logan County Round-Up Club Association

WITNESS:

Sherry A Kirk
Secretary

By: 
President

Vice President

"LESSOR"

Logan County Economic Development Council, Inc.

ATTEST:



Director

By: 

Chairman

The above lease agreement is Acknowledged and Ratified by the City of Guthrie.

City of Guthrie

By: _____, Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 2nd day of December, 2003 by and between the CITY OF GUTHRIE, OKLAHOMA, a municipal corporation, hereinafter the "LESSOR," and the GUTHRIE ROUNDUP CLUB, an Oklahoma not for profit corporation, hereinafter the "LESSEE."

WITNESSETH:

1. PREMISES:

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

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of January, 2004, (the "Commencement Date") and ending on the 31st day of December, 2008 subject to termination as provided herein (the "Lease Term"). This Lease may be renewed for up to two (2) successive five (5) year terms upon not less than ninety (90) days prior written notice provided the LESSEE is in full compliance with the terms hereof including, but not limited to, payment of rent and insurance.

2. RENT:

LESSEE agrees to pay to LESSOR, without deduction or setoff, an annual rental for the Premises in the sum of \$1.00 for each year of the Lease Term payable in advance, for the demised premises described in Exhibit "A" attached hereto, payable at the LESSOR's address as shown in paragraph 17 (b) hereof (the "Rent"). The first of said annual installments shall be due and payable on the 1st day of April, 2003, and thereafter on the 1st day of April of each successive year of the Lease Term.

3. PURPOSE AND USE:

The premises shall be used for rodeo, including the care and keeping of horses, and related incidental purposes, and for no other purpose, except such as shall be from time to

time permitted by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE's sole expense. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises.

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

4. REPAIRS AND MAINTENANCE:

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

5. ALTERATIONS:

- a) LESSEE shall not make any alterations, improvements, changes or additions made in or to such Premises without prior written consent of LESSOR.
- b) **DISPOSITION OF IMPROVEMENTS:** Any alterations, improvements, changes or additions made in or to such Premises shall, upon termination of this Lease and unless removed as hereinafter provided, be the sole property of LESSOR, LESSEE waiving any and all rights to compensation therefor, and LESSEE shall have only a leasehold interest therein, subject to the terms hereof. Upon the expiration or earlier termination of the term of this Lease, LESSOR shall extend to LESSEE a grace period, the duration of which shall be mutually agreeable to LESSEE but in no event to exceed six (6) months, in which LESSEE may remove the improvements or additions from the premises. The provision of a grace period shall not affect nor operate to void, nullify, waive or abrogate any remedy afforded the LESSOR or extend or modify any other requirement or time for compliance by LESSEE with the terms of this Lease.

6. INSPECTION:

LESSOR and LESSOR's employees, agents and appointed representatives shall have the right to enter and inspect the Premises at any reasonable time during the LESSOR's business hours (in emergencies, at all times) for the purpose of ascertaining the condition of the Premises. LESSOR and LESSOR's employees, agents and appointed

representatives shall have the right to enter the Premises at any reasonable time within sixty (60) days prior to the expiration of this Lease Term or any renewal or extension thereof, and shall have the right to erect on the Premises a suitable sign(s) indicating that the Premises are available for lease.

7. UTILITIES:

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

8. ASSIGNMENT AND SUBLETTING:

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

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

9. INSURANCE:

- a) LESSEE shall, at its expense, keep in effect during the term of this Lease the following insurance policies, in occurrence form, with an insurance company or companies authorized to do business in Oklahoma:
1. Comprehensive public liability insurance in the amount of at least One Million (\$1,000,000.00) Dollars for injury to or death to any one person and One Million Dollars (\$1,000,000.00) for any injury to or death to any number of persons in one occurrence upon or in connection with the use of the Premises.
 2. Comprehensive property damage insurance covering liability or damage from any occurrence occurring upon or in connection with the use of the Premises to all property in at least the sum of Twenty-Five Thousand (\$25,000.00) dollars.

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

10. LIABILITY:

LESSOR shall not be liable to LESSEE or LESSEE's members, officers, employees, agents, patrons, invitees, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify the LESSOR, its employees, officials, officers and agents and hold it harmless from any and all loss, cost, demands, expense, suits, actions, judgments, liability or claims, including attorneys' fees, arising out of or related to any such damage of whatsoever kind or nature or injury; except injury to persons or damage to property, the sole cause of which is the gross negligence of LESSOR or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this Lease.

11. HOLDING OVER:

If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease and the grace period, if any, provided pursuant to paragraph 5, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is property of someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR harmless from all suits, actions, liability, loss, damages, and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

12. QUIET ENJOYMENT:

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

13. EVENTS OF DEFAULT:

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

- a) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay for the insurance described in paragraph 9, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date such installment or reimbursement was due.
- b) LESSEE shall become insolvent, or shall make transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- c) LESSEE shall file, or have filed against it, a petition, voluntary or involuntary, under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt, a debtor in bankruptcy or insolvent in proceedings filed against LESSEE thereunder.
- d) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.
- e) LESSEE shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within fifteen (15) days after written notice thereof of LESSEE.
- f) LESSEE shall fail to remain incorporated as an Oklahoma not for profit corporation or fail to perform any and all such acts as are required to remain so incorporated.

14. REMEDIES:

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

- a. Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may suffer as a result of termination of this Lease, including the expense of repossession, and any repairs or remodeling undertaken by LESSOR following repossession, and any repairs or remodeling undertaken by LESSOR following repossession.

- b. Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.
- c. Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution of any claim for damages therefore, and relet the Premises on such terms as LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.
- d. Without terminating this Lease, terminate LESSEE's right to possession of the Premises.
- e. Without terminating this Lease or the LESSEE's rights to possession hereunder, enforce all of its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under the Lease.
- f. LESSOR may perform for the account of LESSEE any term, covenant, or provision of the Lease that LESSEE has failed to perform.
- g. Exercise any and all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

If LESSOR, at any time, is compelled to pay or elects to pay any sum of money to do any acts which would require the payment of any sum of money by reason of the failure 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 as and when such installment is due, to help defray the additional costs of LESSOR for processing such late payments LESSEE shall pay to LESSOR on demand a late charge in an amount equal to five per cent (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 LESSOR's remedies in any manner.

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation

of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver 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 written consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR hereunder shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to LESSEE. LESSEE hereby agrees to execute such financing statements and other instruments necessary or desirable, in LESSOR's discretion, to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereof.
- b) LESSEE may not encumber in any manner its leasehold interest and estate in the demised premises or any improvements placed by LESSEE thereon without the written consent of LESSOR. LESSEE agrees that LESSEE may encumber personal property and equipment used on the site.

16. MECHANIC'S LIENS:

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

LESSOR harmless from any and all cost, claims, demands, liability, suits, judgments or 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.

17. NOTICES:

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

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

LESSOR:

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

LESSEE:

Guthrie Roundup Club
Chris New, President *Wayne Halvorson*
530 W. Seward Rd. *9528 S. Sooner Road*
Guthrie, Oklahoma 73044

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

by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

18. NO WASTE OR DAMAGE:

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

19. ABANDONMENT:

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

20. INDEMNIFICATION:

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

21. TAXES:

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

22. LESSEE'S LIABILITY FOR RENT:

Time is hereby declared to be of the essence in this Lease as to payment of rentals herein provided and to payment of the rental installments when and as the same shall fall due. Time is further declared to be of the essence as to the performance of the conditions

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

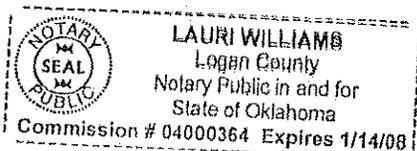
23. MISCELLANEOUS:

- a) Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the text otherwise requires.
- b) The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns, except as otherwise herein expressly provided.
- c) The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this lease, nor in any way affect the interpretation of this Lease.
- d) LESSEE agrees, from time to time, within ten (10) days after required of LESSOR, to deliver to LESSOR, or LESSOR's designee, an estoppel certificate stating that this lease is in full force and effect, the date to which rent has been paid, the unexpired term of this lease and such other matters pertaining to this Lease as may reasonably be requested by LESSOR.
- e) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.
- f) There shall be no merger of this Lease, nor of the leasehold estate created by it, with the fee estate in the Premises, by reason of the fact that this Lease, or the leasehold estate created by it, may be held, directly, or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises.
- g) LESSEE accepts this Lease subject and subordinate to any first mortgage, deed of trust, or other first lien presently existing or hereafter arising upon the Premises and to any renewals, refinancing, and extensions thereof, but LESSEE agrees that any such first mortgage shall have the right at any time to subordinate such mortgage, deed of trust, or other such lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. LESSOR is hereby irrevocably vested with full power and authority to hereby subordinate this Lease to any first mortgage, deed of trust, or other first lien now existing or hereinafter placed upon the Premises and LESSEE agrees, upon demand, to execute such further instruments subordinating this Lease or attorning to the holder of any

liens as LESSOR may request. In the event that LESSEE should fail to promptly execute any instrument required herein when so requested, LESSEE hereby irrevocably constitutes LESSOR as its attorney-in-fact to execute any such instrument in LESSEE's name, place, and stead, it being agreed that such power is one coupled with an interest.

- h) LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner, pledge its interest in this Lease as collateral for any Indebtedness, whether in connection with the Premises or otherwise, without the written consent of the LESSOR.
- i) LESSEE shall execute such attornment agreement to any mortgage of LESSOR as such mortgagee shall reasonably require within fifteen (15) days from such request; provided, however, that such attornment agreement(s) shall be reasonably satisfactory as to form and content to LESSOR.
- j) The invalidity, or unenforceability in particular circumstances, of any provision of this Lease shall not extend beyond such provision or circumstance and no other provision hereof shall be affected.
- k) The laws of the State of Oklahoma shall govern the interpretations, validity, performance, and enforcement of this Lease. If any provision of this 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.



"LESSEE"
Guthrie Roundup Club, and Oklahoma
not for profit corporation

ATTEST: (Seal)

By: [Signature]

Title: Vice President

[Signature]
Secretary

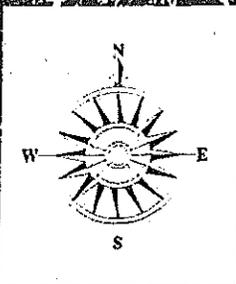
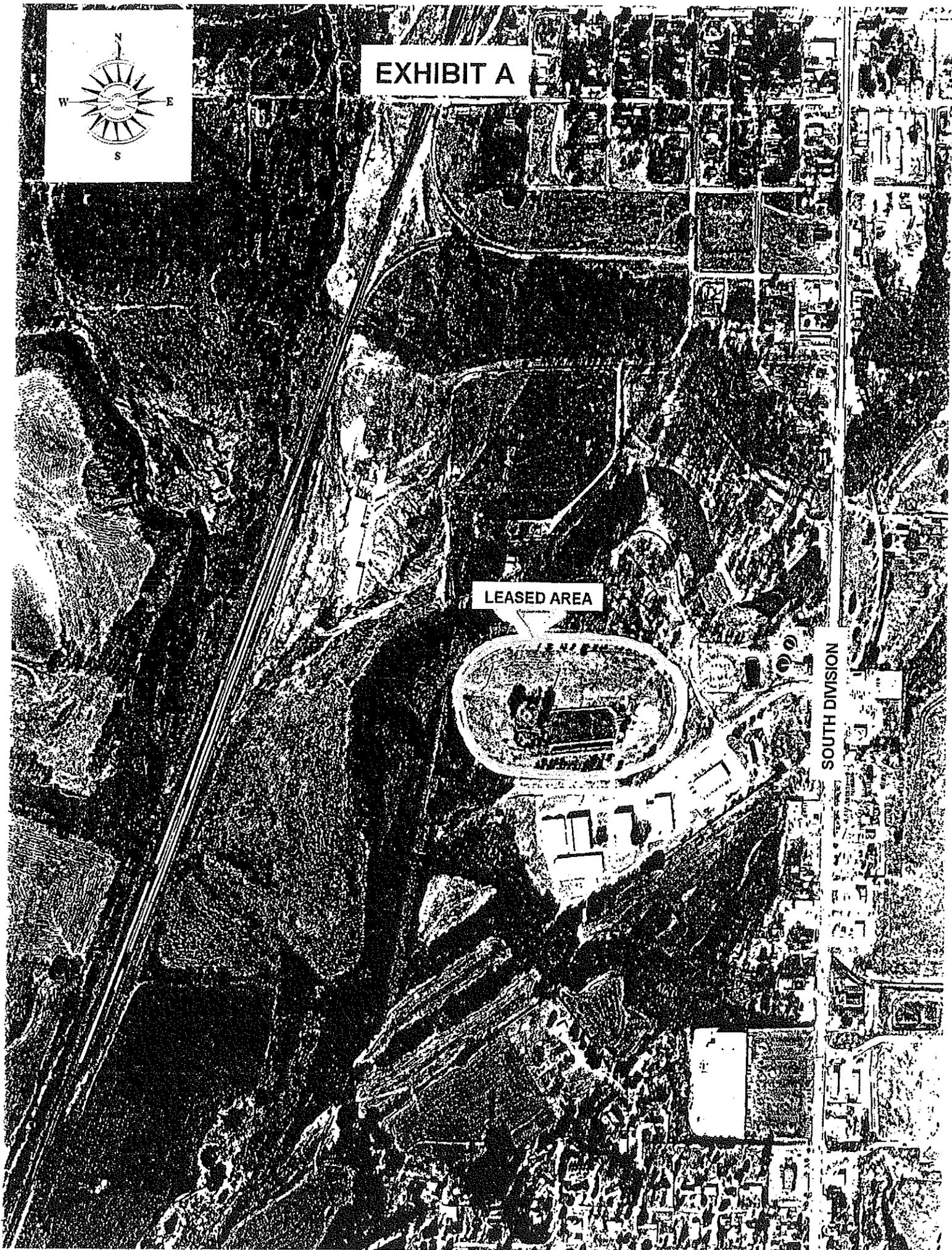


EXHIBIT A

LEASED AREA

SOUTH DIVISION



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	GUTHRIE PROPER LOTS 13-16 BLOCK 55
	GUTHRIE
	GUTHRIE PROPER N 10' LOT 13 BLOCK 58
	OF GUTHRIE
	GUTHRIE PROPER LOTS 8 & 9 BLOCK 51
	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 10 - 13 BLOCK 52
	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 1-4 BLOCK 53
	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 11 & 12 BLOCK 53
	CITY OF GUTHRIE
	GUTHRIE PROPER LOT 17 & 18 BLOCK 53
	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 3-7 BLOCK 63
	CITY OF GUTHRIE
	GUTHRIE PROPER OF 50' LOTS 5-7 LOTS 1-4
	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 9 THRU 14 BLOCK 5
	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 1-5 & 16-17 BLOCK
1604	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 1-5 & 20-24 BLOCK
	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 5 & 6 BLOCK 73
0001549	CITY OF GUTHRIE
00409 S 1ST	GUTHRIE PROPER LOTS 8-12 BLOCK 80
420001610	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 6-7-8 & 11 & 12 B
420001594	CITY OF GUTHRIE
	GUTHRIE PROPER LOT 5 BLOCK 84
420001641	CITY OF GUTHRIE
00509 S 1ST	GUTHRIE PROPER LOTS 1-7 BLOCK 93
420001668	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 19-24 BLOCK 93
420001674	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 4 & 5 & 13 THRU 1
420001676	CITY OF GUTHRIE
	GUTHRIE PROPER LOTS 3-6 BLOCK 96
420001684	CITY OF GUTHRIE
	WELCH TRACTS LOT 12 BLOCK 2
420003767	CITY OF GUTHRIE
	EAST GUTHRIE LOTS 1-6 & E 10' LOT 7 & 1
420031794	CITY OF GUTHRIE
	09-16N-02W PT OF NE4
420033834	CITY OF GUTHRIE
	16-16N-02W TR COR SE4 SW4
420013594	CITY OF GUTHRIE
	16-16N-02W PT SE4; BEC SW/C SE4; N OD3
420044821	CITY OF GUTHRIE
Acct # 420013599	17-16N-02W STRIP IN SW4 NE4
	CITY OF GUTHRIE
420013609	17-16N-02W PT OF S2 SE SE
	CITY OF GUTHRIE
420013611	

Fairgrounds-12.79ac

*Per Paula @ Assessor's Office
8/26/05*

FIRST AMENDMENT TO LEASE AGREEMENT
AND AGREEMENT TO ASSIGNMENT

THIS Agreement made this 25th day of August, 2005 between the CITY OF GUTHRIE, OKLAHOMA, a municipal corporation, (hereinafter referred to as "Lessor"), GUTHRIE ROUNDUP CLUB, (hereinafter referred to as "GRUP") and the TYLER BLOUNT MEMORIAL FOUNDATION, an Oklahoma not for profit corporation, (hereinafter referred to as "Foundation").

1. The City of Guthrie and GRUP have entered into a lease agreement dated December 2, 2003, regarding an area known as the Fair Grounds Racetrack, located in Logan County, State of Oklahoma.

2. The parties desire to amend this lease and to assign the amended lease to the Foundation;

3. It is agreed that Paragraph 5(b) of the original lease be amended to delete the following sentence, to-wit:

"Upon the expiration or earlier termination of the term of this lease, Lessor shall extend to Lessee a grace period, the duration of which shall be mutually agreeable to Lessee but in no event to exceed six (6) months, in which Lessee may remove the improvements or additions from the premises".

The balance of Paragraph (b) shall remain in full force and effect.

4. The parties further agree that if Foundation assumes the amended lease then the term of the amended lease shall be for a period from September 1, 2005 to August 31, 2025.

5. The City of Guthrie further agrees to the assignment of the December 2, 2003, lease agreement as amended, said assignment to the Foundation, only.

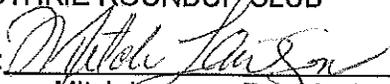
6. The City of Guthrie agrees that this lease agreement may be pledged as collateral with a lender advancing money to construct improvements on the city's property. No lien or other mortgage shall be granted or attached to the real property owned by the City of Guthrie.

7. By execution hereof Guthrie Roundup Club does hereby assign all its right, title and interest in the December 2, 2003, lease agreement as amended herein to the Tyler Blount Memorial Foundation and the City of Guthrie does hereby accept said assignment and Foundation accepts said assignment and agrees to be bound by the terms of the amended lease.

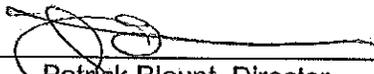
8. The remainder of the December 2, 2003, agreement, except as modified herein, shall remain in full force and effect.

Executed this 25th day of ~~September~~ ^{August} 2005.

GUTHRIE ROUNDUP CLUB

By: 
Mitch Lawson, President

TYLER BLOUNT MEMORIAL FOUNDATION

By: 
Patrick Blount, Director

CITY OF GUTHRIE, OKLAHOMA

By: 
Ed French, Vice Mayor



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 3, 2013	Contact Wanda Calvert City Clerk/Treasurer
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Agenda Item

Public Hearing and consider approval of Resolution No. 2013-17, adopting FY 2014 Budget for the General Fund and miscellaneous funds.

Summary

Staff has prepared and achieved a balanced budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds for Fiscal Year 2014. The proposed budget has been presented and discussed with the Mayor and City Council. A public hearing is being held on September 3, 2013 for public comments. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2013-17 provides the City Manager with the flexibility to control the Budget and amend one account to another within the same department or from one department to another within the same fund, without prior approval of the Council or Trustees, all as provided in Title 11 O.S. §17-215. Also, the proposed resolution provides the City Manager with the authority to submit grant applications for grants without prior approval of the Council or Trustees.

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

Supporting documents attached

- Resolution No. 2013-17

Recommendation

Approve Resolution No. 2013-17, adopting the Fiscal Year 2014 Budget for the General Fund and Miscellaneous Funds.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2013-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE ADOPTING THE FISCAL YEAR 2014 BUDGET FOR THE GENERAL FUND AND MISCELLANEOUS FUNDS; AND AUTHORIZING THE CITY MANAGER TO MAKE TRANSFERS WITHIN SAID FUNDS.

WHEREAS, the Council of the City of Guthrie, Oklahoma, has conducted a public hearing on the FY 2014 Annual Budget on September 3, 2013 and have completed the budget process in accordance with Title 11 O.S. §17-201, et seq.; and

WHEREAS, the City Council has reviewed and evaluated departmental proposals of the City staff, and they have solicited and incorporated public input into the Annual Budget; and

WHEREAS, the City Council has determined that the Annual Budget meets the needs of the citizens of the City of Guthrie for Fiscal Year 2014; and

WHEREAS, the attached Exhibit "A", entitled "Budget Summary", represents the appropriations contained in the Annual Budget and the same must be approved by resolution; and

WHEREAS, the City Council desires to provide the City Manager with flexibility to control the Budget and amend certain accounts therein as the need arises, without prior approval of the Council, all as provided in Title 11 O.S. Supplement 1996, §17-215; and

WHEREAS, the City Council desires to provide the City Manager with the authority to submit grant applications for grants.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Guthrie, Oklahoma, respectively, that:

1. The appropriations of the Annual Budget contained in the attached Exhibit "A" are hereby adopted and incorporated herein by reference.
2. The interfund transfers included with the Budget are hereby approved.
3. The City Manager is authorized to proceed with implementation of the FY 2014 Annual Budget and to purchase, when necessary, the appropriate equipment or projects specified therein, subject to established policies governing expenditures, purchasing or contracts.

4. The City Manager is authorized to transfer any unexpended and unencumbered appropriation or any portion thereof from one account to another within the same department or from one department to another within the same fund; provided that no appropriation for debt service or other appropriation required by law or ordinance may be reduced below the minimums required. The City Manager shall submit for Council action all other budget amendments, including interfund transfers of appropriations and supplemental appropriations to any fund.
5. The City Manager is authorized to submit grant applications for grants.

*** END ***

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma, on the 3rd day of September, 2013, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et. seq.)

ATTEST: (Seal)

Mark Spradlin, Mayor

Wanda Calvert, City Clerk

Approved as to form and legality on _____, 2013.

Randel Shadid, City Attorney

EXHIBIT A							
BUDGET SUMMARY							
	General Fund	Fire/EMS Fund	Grants Fund	Hotel/Motel Tax Fund	Capital Projects Fund	Cemetery Care Fund	
REVENUES:							
Budgeted Fund Balance	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	
Interfund Transfer	\$ 1,633,333	\$ 993,770	\$ 1,500	\$ -	\$ 469,901	\$ -	
Interest Income	\$ 2,200	\$ -	\$ -	\$ 200	\$ 200	\$ 100	
Miscellaneous Income	\$ 198,000	\$ 2,000	\$ -	\$ 1,700	\$ -	\$ -	
Fees & Permits	\$ 207,800	\$ -	\$ -	\$ -	\$ -	\$ -	
Taxes	\$ 5,487,500	\$ -	\$ -	\$ 170,800	\$ -	\$ -	
Cemetery Lot/Interment/Fee	\$ 65,580	\$ -	\$ -	\$ -	\$ -	\$ 8,800	
Intergovernmental	\$ -	\$ 372,142	\$ 26,670	\$ -	\$ 710,000	\$ -	
Enhanced 911 Revenue	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ -	
Charges for Services	\$ -	\$ 481,750	\$ -	\$ -	\$ 221,000	\$ -	
Municipal Court Fines	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS:	\$ 7,794,413	\$ 1,849,662	\$ 28,170	\$ 202,700	\$ 1,405,601	\$ 8,900	
	USDA Rural Development	Airport Fund	GIDA				
REVENUES:							
Budgeted Fund Balance	\$ -	\$ -	\$ -				
Interfund Transfer	\$ -	\$ 52,451	\$ -				
Interest Income	\$ 85	\$ -	\$ 10				
Partnership/Edmond	\$ -	\$ 88,242	\$ -				
Repay Loan	\$ 10,075	\$ -	\$ -				
Intergovernmental	\$ -	\$ 704,417					
Charges for Services	\$ -	\$ 31,997	\$ -				
Lease Rental	\$ -	\$ -	\$ 14,900				
TOTALS:	\$ 10,160	\$ 877,107	\$ 14,910				
EXPENDITURES:							
	Personal Services	Materials & Supplies	Services & Charges	Capital Outlay	Debt Service	Fund Transfers	Total
General Government	\$ 11,300	\$ 72,300	\$ 787,420	\$ 134,776	\$ -	\$ 2,674,125	\$ 3,679,921
City Manager	\$ 217,952	\$ -	\$ 1,550	\$ -	\$ -	\$ -	\$ 219,502
Human Resources	\$ 167,131	\$ 13,500	\$ 7,800	\$ -	\$ -	\$ -	\$ 188,431
Building Services	\$ 86,425	\$ 1,800	\$ 400	\$ -	\$ -	\$ -	\$ 88,625
Finance	\$ 130,549	\$ -	\$ 7,702	\$ -	\$ -	\$ -	\$ 138,251
Community Development	\$ 179,166	\$ 1,975	\$ 22,445	\$ -	\$ -	\$ -	\$ 203,586
Code Compliance	\$ 41,823	\$ 900	\$ 31,110	\$ -	\$ -	\$ -	\$ 73,833
Economic Development	\$ 64,925	\$ 2,000	\$ 12,100	\$ -	\$ -	\$ -	\$ 79,025
Library Administration	\$ 184,049	\$ 23,313	\$ 2,700	\$ -	\$ -	\$ -	\$ 210,062
Police Administration	\$ 195,195	\$ 69,420	\$ 112,320	\$ -	\$ -	\$ -	\$ 376,935
Police Operations	\$ 850,674	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 860,674
Police-Animal Control	\$ 85,693	\$ 5,350	\$ -	\$ -	\$ -	\$ -	\$ 91,043
Police-Criminal Investigations	\$ 119,066	\$ 10,150	\$ 1,000	\$ -	\$ -	\$ -	\$ 130,216
Police-School Resource Officer	\$ 138,267	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 138,867
Police-Communications	\$ 156,091	\$ -	\$ 4,200	\$ -	\$ -	\$ -	\$ 160,291
Street	\$ 262,341	\$ 249,100	\$ 67,850	\$ -	\$ -	\$ -	\$ 579,291
Fleet Maintenance	\$ 144,281	\$ 5,395	\$ 4,450	\$ -	\$ -	\$ -	\$ 154,126
Parks & Public Grounds	\$ 340,234	\$ 57,500	\$ 24,000	\$ -	\$ -	\$ -	\$ 421,734
TOTALS:	\$ 3,375,162	\$ 523,303	\$ 1,087,047	\$ 134,776	\$ -		\$ 7,794,413
Fire-Suppression	\$ 712,367	\$ 43,100	\$ 48,397	\$ -	\$ -	\$ -	\$ 803,864
Fire-EMS	\$ 719,916	\$ 95,000	\$ 96,625	\$ 33,168	\$ -	\$ -	\$ 944,709
Fire-Administration	\$ 85,355	\$ 12,551	\$ 3,183	\$ -	\$ -	\$ -	\$ 101,089
	\$ 1,517,638	\$ 150,651	\$ 148,205	\$ 33,168	\$ -	\$ -	\$ 1,849,662

EXPENDITURES:	Personal	Materials	Services	Capital	Debt	Fund	
	Services	& Supplies	& Charges	Outlay	Service	Transfers	Total
MISCELLANEOUS FUNDS:							
Grant Fund	\$ -	\$ -	\$ 6,100	\$ 22,070	\$ -	\$ -	\$ 28,170
Hotel/Motel Tax Fund	\$ -	\$ -	\$ 110,000	\$ 92,700	\$ -	\$ -	\$ 202,700
Capital Projects Fund	\$ -	\$ 78,724	\$ -	\$ 971,776	\$ 355,101	\$ -	\$ 1,405,601
Cemetery Care Fund	\$ -	\$ 300	\$ 2,500	\$ 4,500	\$ -	\$ -	\$ 7,300
USDA Rural Development Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Airport Fund	\$ 85,406	\$ 31,350	\$ 101,779	\$ 658,572	\$ -	\$ -	\$ 877,107
Industrial Development Authority	\$ -	\$ -	\$ -	\$ -	\$ 12,500	\$ -	\$ 12,500



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	September 3, 2013	Wanda Calvert
<input type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Discussion and possibly action of Resolution No. 2013-19 regarding ambulance fees, animal cremation fees, police impound fee, cemetery fees, building permit fees, electrical permit fees, plumbing permit fees and mechanical permit fees as recommended by the Citizens Rate and Fee Advisory Committee.

Summary

The Citizens Rate and Fee Advisory Committee met on May 30, 2013 and August 22, 2013 to discuss establishing proposed ambulance fees and police impound fee; revising cemetery fees, building permit fees, electrical permit fees, plumbing permit fees and mechanical permit fees; and eliminating animal cremation fees. At the August 22, 2013 Meeting, four members were presented and voted unanimously to:

- Establish ambulance fees for ALS and BLS Supplies, ALS2 Emergency Base and Non-Emergency Base Fee, drugs, dispatch fee, extra attend heavy extrication fee and specialty care transport along with eliminating the fee for epinephrine auto Inject 0.15% and 0.3% and spinal immobilization fee. It is estimated to generate approximately \$5,000 in new revenue.
- Eliminating the animal cremation fees – for a number of years the City of Guthrie has not perform animal cremation due to the cost of fuel and upkeep on the equipment. No revenue loss.
- Increase building permit fees to generate approximately \$1,100 in new revenue, electrical permit fees to generate approximately \$700 in new revenue, plumbing permit fees to generate approximately \$1,100 in new revenue and mechanical permit fees to generate approximately \$300 in new revenue. The proposed fee change to simplify the calculations to be based on per square foot cost rather than on per item.
- Increase Summit View Cemetery Fees for burial spaces and graves opening/closing and establish a non-resident fee for burial spaces and graves opening/closing. The proposed increase to City of Guthrie resident in each category is \$100 and for non-resident to increase each resident category by an additional \$200. It is estimated to generate approximately \$35,000 in new revenue. Also, it is recommended to provide all City employees with ten or more years of service, as an employment benefit, one free burial space.
- Establish Police Administrative Fee for Vehicle Impounds in the amount of \$100.00. The impoundment of a motor vehicle typically takes an hour on average to complete. The only impounds that would be effected by this fee would be when certain violations occur, such as: Driving Under the Influence, Driving Under Suspension, No State Driver's License, Reckless Driving, Attempting to Elude or Leaving the Scene of an Accident and Driving

without insurance. It is estimated to generate approximately \$8,000 in new revenue.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number Several Revenue Account **Amount** \$51,200

Legal Review N/A Required Completed Date: _____

Mayor's Appt. Yes No

Supporting documents attached

- Resolution No. 2013-19

Recommendation

Approve Resolution No. 2013-19

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2013-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE ESTABLISHING AMBULANCE FEES AND POLICE IMPOUND FEE; REVISING CEMETERY FEES, BUILDING PERMIT FEES, ELECTRICAL PERMIT FEES, PLUMBING PERMIT FEES AND MECHANICAL PERMIT FEES; AND ELIMINATING ANIMAL CREMATION FEES.

WHEREAS, the Guthrie City Council has heretofore adopted Ordinance No. 3129, also known as the Master Fee Ordinance, which is a comprehensive compilation of all rates, charges and fees to be charged for services provided by either or both the City of Guthrie and the Guthrie Public Works Authority;

WHEREAS, said Ordinance provides that the rates, charges and fees for services may be revised and amended as necessary by Resolution; and

WHEREAS, the Guthrie City Council has determined that in order to provide uniform rates, charges, fees and policies for services in connection with ambulance fees, Police impound fee, cemetery fees, building permit fees, electrical permit fees, plumbing permit fees, mechanical permit fees that the same should be established and/or revised and the elimination of animal cremation fees. Any existing fees not revised or eliminated herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Guthrie, Oklahoma, that:

1. The rates, charges, fees and policies for services provided in connection with the ambulance fees, Police impound fee, cemetery fees, building permit fees, electrical permit fees, plumbing permit fees, mechanical permit fees that the same should be established and/or revised and the elimination of animal cremation fees as contained in attached "Exhibit A" are hereby adopted and incorporated herein by reference.

1. Said rates, charges, fees and policies shall become effective October 1, 2013.

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma, on the 3rd day of September, 2013 after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et seq.).

Mark Spradlin, Mayor

ATTEST: (Seal)

APPROVED AS TO FORM:

Wanda Calvert, City Clerk

Randel Shadid, City Attorney

“EXHIBIT A”

AMBULANCE FEES

Establishing New Fees – Add to existing fees:

ALS Supplies – Capnography	\$156.00
ALS Supplies – External Pacing	\$210.00
ALS Supplies – IO Infusion	\$262.25
ALS Supplies – Needle Thoracostomy	\$ 31.50
ALS Supplies – Surgical Airway	\$314.75
ALS Supplies – NG Tube	\$ 88.00
ALS Supplies – Autopulse	\$472.10
ALS Supplies – Airway Management	\$ 94.00
ALS2 Emergency Base Rate	\$900.00
ALS2 Non-Emergency Base Rate	\$900.00
BLS Supplies – Rapid Hemostatic Dressing (QuickClot)	\$ 48.00
BLS Supplies – Scoop Stretcher	\$ 35.00
BLS Supplies – Morgan Lens	\$ 85.00
BLS Supplies – King Airway	\$201.00
BLS Supplies – Stair Chair	\$ 55.00
Dispatch Fee	\$ 94.00
Drug – Activated Charcoal 20cc PO	\$ 12.50
Drug – Adenosine 6mg	\$ 66.62
Drug - Albuterol/Ipratropium	\$ 36.00
Drug - Amiodaron HCL 150mg/3ml	\$335.71
Drug - Aspirin Chewable 81mg	\$ 2.10
Drug - Atropine Sulfate 0.3mg	\$ 14.69
Drug - Calcium Gluconate 10ml	\$ 28.89
Drug - Dextrose 25% (025)	\$ 29.50
Drug - Diazepam 5mg	\$ 26.23
Drug - Diphenhydramine 50mg	\$ 9.44
Drug - Dobutamine per 250mg	\$ 54.03
Drug - Dopamine 400mg/250cc bag of D5W	\$ 22.03
Drug - Epinephrine 1mg/10ml IV	\$ 9.32
Drug - Epinephrine 1mg/cc IV	\$ 15.74
Drug - Epinephrine Pen 1 dose	\$ 60.00
Drug - Etomidate 20mg/vial	\$ 33.57
Drug - Glucagon 1 mg	\$210.00
Drug - Hydromorphone 4mg	\$ 64.00
Drug - Children's Ibuprofen 4oz	\$ 2.25
Drug - Ketorolac 15mg	\$ 48.00
Drug - Lidocaine Drip 1mg/25ml	\$ 52.50
Drug - Magnesium Sulfate per 500mg	\$ 22.03
Drug - Midazolam HCL 1mg	\$ 41.96
Drug - Morphine Sulfate 10mg	\$ 58.75

Drug - Morphine Sulfate 10mg	\$ 7.05
Drug - Nitroglycerine Spray 0.4mg	\$ 6.99
Drug - Naloxone 1mg IV	\$ 12.65
Drug - Norcuron 10mg	\$ 94.42
Drug - Ondansetron 1mg	\$ 55.00
Drug - Oral Glucose Gel	\$ 6.29
Drug - Procainamide HCL 1g	\$ 39.45
Drug - Promethazine 50mg	\$ 33.05
Drug - Proparacaine drops	\$ 39.00
Drug - Racemic Epinephrine Nebulizer	\$ 45.00
Drug - Sodium Bicarbonate 50CC	\$ 7.74
Drug - Vecuronium 10mg	\$110.00
EKG Interpretation	\$260.00
EZ I-O Administration	\$375.00
ETC02 Bulb Adult	\$ 32.50
ETC02 Bulb Pedi	\$ 32.50
Extra Attend - Heavy Extrication	\$250.00
IV - D5W 250cc	\$ 26.30
IV - Normal Saline 250cc	\$ 39.60
IV - Normal Saline 100cc	\$ 39.60
QuikTrach Surgical Airway	\$300.00
Specialty Care Transport	\$1,662.96

Eliminating Fees from existing fees:

Drug – Epinephrine Auto inject 0.15%	\$ 0.00
Drug – Epinephrine Auto inject 0.3%	\$ 0.00
Spinal Immobilization	\$ 0.00

ANIMAL LICENSE AND FEES

Eliminating Fees from existing fees:

Animal Cremation (pounds (rate for veterinarians only)

1 C 11	\$ 0.00
12 C 25	\$ 0.00
26 C 50	\$ 0.00
51 C 75	\$ 0.00
76 C 100	\$ 0.00
101 C 125	\$ 0.00
126 and over	\$ 0.00
All cremations through local veterinarians only	\$ 0.00
Bulk disposal rate	\$ 0.00

GENERAL BUILDING PERMITS

Revised Existing Fees:

Building Permits

Commercial	\$.25 per square foot
Residential	\$.20 per square foot

Includes:

Three inspections: footing, framing, final
25% Review Fee
Certificate of Occupancy
State Fees (\$4.50)

Electrical Permits

Commercial	\$.20 per square foot
Residential	\$.15 per square foot

Includes:

Four inspections: temp pole, rough-in, final and service
Temp Pole
100 – 400 Amps
State Fees (\$4.50)

Services:

400 – 1,000 Amps	\$100.00
Above 1,000 Amps	\$200.00

Minimum electric permit fee includes one inspection \$ 50.00

Mechanical Permits

Commercial	\$.10 per square foot
Residential	\$.08 per square foot

Includes:

Two inspections: rough-in, final
State Fees (\$4.50)

Split System Unit \$ 50.00 each

Commercial Exhaust Hood \$ 50.00

Plumbing Permits

Commercial	\$.20 per square foot
Residential	\$.15 per square foot

Includes:

Four inspections: groundwork, top-out-sewer/water lines, final
State Fees (\$4.50)
Trapped Fixtures: 2 tubs/showers, 6 sinks, 2 toilets, 1 hot water tank

Swimming Pools \$ 50.00

Each building sewer line:	
Four-inch sewer tap / residential	\$500.00
Four-inch sewer tap / commercial	\$1,200.00

Water well inspection fee:	
Water well permit	\$ 25.00
Pre-Drilling Inspection	\$ 25.00
Plumbing Inspection	\$ 25.00
Electrical Inspection	\$ 25.00

The permit fee will double if any person, firm, or corporation begins to construct, alter, move or demolish a building or structure without securing a permit on the same from the Building Official.

SUMMIT VIEW CEMETERY FEES

Revised Existing Fees:

BURIAL SPACES

Space in Section I and II of Summit View Cemetery	
Resident	\$500.00
Non-Resident	\$600.00
Infant spaces (casket size under 52 inches)	\$250.00
Non-Resident Infant (casket size under 52 inches)	\$350.00

GRAVES OPENINGS

Adult opening/closing	
Weekdays	\$600.00
Saturday – morning	\$800.00
Saturday – afternoon	\$1,000.00

Infant opening/closing	
Weekdays	\$350.00
Saturday – morning	\$550.00
Saturday – afternoon	\$650.00

Cremation	
Weekdays	\$300.00
Saturday – morning	\$500.00
Saturday – afternoon	\$700.00

All City employees with ten or more years of full time service, as an employment benefit, will receive one free burial space at Summit View Cemetery.

POLICE ADMINISTRATIVE FEE

Establishing New Fee:

Administrative Fee for Vehicle Impounds (all impoundment violations)	\$100.00
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City of Guthrie
A/P Claims List
 from 8/16/2013 to 8/16/2013

Invoice #	Vendor	Description	Account	Cost
000704	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$2.40
5752	AIR TRON MECHANICAL INC (209 MISC. UNIT REPAIRS		01-01-00-6112	\$1,756.00
5759	AIR TRON MECHANICAL INC (209 MISC. UNIT REPAIRS		01-01-00-6112	\$610.00
0002071	HURLEY PLUMBING 267	Misc Plumbing Repairs	01-01-00-6112	\$277.05
0002072	HURLEY PLUMBING 267	Misc Plumbing Repairs	01-01-00-6112	\$78.95
0002073	HURLEY PLUMBING 267	Misc Plumbing Repairs	01-01-00-6112	\$102.90
0002074	HURLEY PLUMBING 267	Misc Plumbing Repairs	01-01-00-6112	\$86.90
2101D	NEW HORIZONS 22959	Cleaning Service for the Library	01-01-00-6112	\$380.00
2103C	NEW HORIZONS 22959	Cleaning Service for the Library	01-01-00-6112	\$190.00
AUGUST 2013	OG&E 405	Monthly Billing for Electric	01-01-00-6305	\$7,981.06
AUGUST 2013	OG&E 405	Monthly Billing for Electric	01-01-00-6306	\$10,806.43
CPD25773	DALE BROWN	ROCK FOR MUMFORD CONCERT	01-01-00-6384	\$14,867.44
CPD25783	DALE BROWN	ROCK FOR MUMFORD CONCERT	01-01-00-6384	\$6,300.50
CPD25818	DALE BROWN	ROCK FOR MUMFORD CONCERT	01-01-00-6384	\$3,258.97
CPD25850	DALE BROWN	ROCK FOR MUMFORD CONCERT	01-01-00-6384	\$20,912.10
		Total		\$67,610.70
		Total GENERAL GOVERNMENT		\$67,610.70
707	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$175.00
711	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$160.00
712	A CUT ABOVE LAWN SERVICE 2	Abatement Blanket for Mowing	01-05-51-6354	\$140.00
713	A CUT ABOVE LAWN SERVICE 2	Abatement Blanket for Mowing	01-05-51-6354	\$60.00
714	A CUT ABOVE LAWN SERVICE 2	Abatement Blanket for Mowing	01-05-51-6354	\$195.00
717	A CUT ABOVE LAWN SERVICE 2	Abatement Blanket for Mowing	01-05-51-6354	\$165.00
718	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$120.00
719	A CUT ABOVE LAWN SERVICE 2	Abatements	01-05-51-6354	\$165.00
720	A CUT ABOVE LAWN SERVICE 2	Abatement Blanket for Mowing	01-05-51-6354	\$60.00
733	A CUT ABOVE LAWN SERVICE 2	Abatement Blanket for Mowing	01-05-51-6354	\$80.00
		Total CODE COMPLIANCE		\$1,320.00
		Total PLANNING		\$1,320.00
000697	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	\$14.40
000701	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	\$7.20
000703	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	\$18.00
000706	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	\$10.80
2034524	MARK BRUNING (20292)	Reimbursement for Fixed Flat	01-07-70-6316	\$20.18
AUGUST 2013.	SHINEY BAYS (22581)	Police Department Car Wash	01-07-70-6316	\$156.00
		Total POLICE ADMINISTRATION		\$226.58
04-14000600	OKLA DEPARTMENT OF PUBLIC	OLETS Maintenance	01-07-79-6304	\$350.00
		Total COMMUNICATIONS		\$350.00
		Total POLICE		\$576.58
AUGUST. 2013	SHINEY BAYS (22581)	GPWA Car Wash	01-14-41-6116	\$145.40
		Total FLEET MAINTENANCE		\$145.40
		Total FLEET MAINTENANCE		\$145.40
608748	CHILDS WELDING 1760	Emergency Fabricate and Replace Honor Box	01-15-11-6112	\$800.00
264661	GOOCH-SMITH ELECTRIC(1279)	Emergency Repairs	01-15-11-6112	\$78.00
913714	GOOCH-SMITH ELECTRIC(1279)	Emergency Repairs	01-15-11-6112	\$170.00
913729	GOOCH-SMITH ELECTRIC(1279)	Emergency Repairs	01-15-11-6112	\$78.00

City of Guthrie
A/P Claims List
 from 8/16/2013 to 8/16/2013

Invoice #	Vendor	Description	Account	Cost
0002070	HURLEY PLUMBING 267	Emergency Repairs	01-15-11-6112	\$84.95
2315	JIM'S DIRTWORK (21937)	Emergency Grave Openings	01-15-11-6112	\$400.00
2328	JIM'S DIRTWORK (21937)	Emergency Grave Openings	01-15-11-6112	\$200.00
3921	PONDS RX 22643	POND SERVICES FOR HIGHLAND PARK	01-15-11-6112	\$169.00
4179	PONDS RX 22643	POND SERVICES FOR HIGHLAND PARK	01-15-11-6112	\$169.00
		Total PARKS		\$2,148.95
		Total PARKS & PUBLIC GROUNDS		\$2,148.95
		Total GENERAL FUND		\$71,801.63
2034525	DANIEL MORTON 23003	REIMBURSEMENT FOR SHOES	09-09-92-6016	\$60.00
		Total EMS		\$60.00
		Total FIRE		\$60.00
		Total FIRE/EMS FUND		\$60.00
1284827	WASTE CONNECTIONS, INC (210		20-00-00-5466	(\$250.00)
		Total		(\$250.00)
		Total		(\$250.00)
AUGUST 2013	OG&E 405	Monthly Billing for Electric	20-21-00-6305	\$11,823.17
1284826	WASTE CONNECTIONS, INC (210	Sanitation Service Agreement	20-21-00-6348	\$71,170.52
2024038	MYERS ENGINEERING CORPOR	Automatic Meter Reading System Task Order	20-21-00-6373	\$2,637.23
		Total		\$85,630.92
		Total PUBLIC WORKS GENERAL		\$85,630.92
97493	SOUTHWEST CHEMICAL (20977)	Water Treatment Chemicals	20-23-00-6104	\$1,449.50
97518	SOUTHWEST CHEMICAL (20977)	Water Treatment Chemicals	20-23-00-6104	\$1,650.00
97567	SOUTHWEST CHEMICAL (20977)	Water Treatment Chemicals	20-23-00-6104	\$3,992.00
97607	SOUTHWEST CHEMICAL (20977)	Water Treatment Chemicals	20-23-00-6104	\$675.00
97690	SOUTHWEST CHEMICAL (20977)	Water Treatment Chemicals	20-23-00-6104	\$99.50
		Total		\$7,866.00
		Total WATER PLANT		\$7,866.00
000695	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$7.20
000699	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$4.20
000700	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$6.00
000702	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$4.80
		Total		\$22.20
		Total WASTE WATER TREATMENT PLANT		\$22.20
1284826	WASTE CONNECTIONS, INC (210	Sanitation Service Agreement	20-26-00-6375	\$4,169.46
		Total		\$4,169.46
		Total CONVENIENCE CENTER		\$4,169.46
913708	GOOCH-SMITH ELECTRIC(1279)	Emergency Repairs	20-29-00-6112	\$75.00
913713	GOOCH-SMITH ELECTRIC(1279)	Emergency Repairs	20-29-00-6112	\$210.00
913721	GOOCH-SMITH ELECTRIC(1279)	Emergency Repairs	20-29-00-6112	\$175.00
0002065	HURLEY PLUMBING 267	Emergency Repairs	20-29-00-6112	\$65.00
0002066	HURLEY PLUMBING 267	Emergency Repairs	20-29-00-6112	\$57.90
0002069	HURLEY PLUMBING 267	Emergency Repairs	20-29-00-6112	\$60.95

City of Guthrie
A/P Claims List
 from 8/16/2013 to 8/16/2013

Invoice #	Vendor	Description	Account	Cost
		Total		\$643.85
		Total MUNICIPAL POOL		\$643.85
		Total GPWA OPERATING FUND		\$98,082.43
AG13061290	DOLESE BROTHERS CO. (153)	SAND FOR PLAYGROUND FALL ZONE IN P 45-45-00-6545		\$6.44
AG13061800	DOLESE BROTHERS CO. (153)	SAND FOR PLAYGROUND FALL ZONE IN P 45-45-00-6545		\$73.26
		Total		\$79.70
		Total HOTEL/MOTEL-TOURISM		\$79.70
		Total HOTEL/MOTEL TAX FUND		\$79.70
AUGUST 2013	OG&E 405	Monthly Billing for Electric	98-98-00-6305	\$667.44
		Total		\$667.44
		Total AIRPORT FUND		\$667.44
		Total AIRPORT FUND		\$667.44
		Total All Funds		\$170,691.20

City of Guthrie 8/22/2013 11:36am
A/P Claims List
8/22/2013 to 8/22/2013

Invoice #	Vendor	Description	Account	Cost
JULY 2013	C.L.E.E.T. (125)	Municipal Court Collection for CLEET	01-00-00-2012	\$1,068.40
AFIS 7/13	O.S.B.I. (820)	Municipal Court Collection OSBI/AFIS Fees	01-00-00-2012	\$593.34
FORENSIC 7/13	O.S.B.I. (820)	Municipal Court Collection OSBI/AFIS Fees	01-00-00-2012	\$574.75
2034535	AL DALE 23006	REFUND ANIMAL BOND ADOPTION NO.	01-00-00-2017	\$25.00
2034529	DEANNA DUEHNING 23005	REFUND ANIMAL BOND ADOPTION NO.	01-00-00-2017	\$25.00
JULY 2013	OKLAHOMA DEPARTMENT OF	Child Passenger Restraint System	01-00-00-5497	\$50.00
AUGUST 2013	CITY OF EDMOND (21508)	Provide basic monthly IT Services per	01-01-00-6311	\$1,106.86
2034413	GOVDEALS (22977)	Surplus Items sold thru online auction in	01-01-00-6346	\$86.52
2034538	DEWART- GUMERSON	Notary Renewal for Kim Biggs	01-03-30-6355	\$65.00
2034534	JEREMY THORNE 22569	Investigation Training reimbursement on	01-07-70-6343	\$78.11
JULY 2013	LOGAN COMMUNITY SERVICES,	Logan Community Services	01-07-70-6345	\$125.00
		Total GENERAL FUND		\$3,797.98
2034537	Justin Hayes (23007)	Contract Meter Reader	20-28-00-6054	\$2,995.20
		Total GPWA OPERATING FUND		\$2,995.20
APP 1	HTM UNDERGROUND 22362	Bid No. 2012-11, Raw Water Main Air Relief	50-50-00-6500	\$57,722.46
ORF-08-0009-	OKLA WATER RESOURCES/	WTP Semi Annual Payment #ORF-08-0009-	50-50-00-6714	\$358,692.20
		Total WATER TREATMENT PLANT FUND		\$416,414.66
ORF-08-0009-	OKLA WATER RESOURCES/	Waterline Projects Semi Annual Payment	54-55-23-6714	\$0.00
ORF-08-0009-	OKLA WATER RESOURCES/	Digester Semi Annual Payment # ORF-02-	54-55-24-6714	\$19,286.34
		Total CAPITAL PROJECTS		\$19,286.34
ORF-10-0008-	OKLA WATER RESOURCES/	CMOM Project Semi-Annual Payment	55-55-00-6714	\$147,197.42
		Total CMOM Fee		\$147,197.42
10-102061-009	Utility Deposit/Refund		71-00-00-5555	\$7.97
		Total UTILITY DEPOSIT FUND		\$7.97
2034536	JUSTIN HEID 22847	Mileage Reimbursement	98-98-00-6047	\$127.71
		Total AIRPORT FUND		\$127.71
		Total All Funds		\$589,827.28

City of Guthrie
A/P Claims List
 from 8/26/2013 to 8/26/2013

Invoice #	Vendor	Description	Account	Cost
JULY 2013	BANK OF AMERICA 22774	COURT COLLECTION FEES	01-00-00-2015	\$347.50
JULY 2013.	BANK OF AMERICA 22774	Central Office Supplies	01-01-00-6100	\$704.74
JULY 2013.	BANK OF AMERICA 22774	Janitor/Chemicals Supplies	01-01-00-6103	\$2,265.30
JULY 2013.	BANK OF AMERICA 22774	Safety Supplies	01-01-00-6110	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Building & Grounds	01-01-00-6112	\$1,109.20
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	01-01-00-6114	\$1,752.26
JULY 2013.	BANK OF AMERICA 22774	Telephone	01-01-00-6301	\$2,585.31
JULY 2013.	BANK OF AMERICA 22774	Printing	01-01-00-6308	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Computer Operations	01-01-00-6311	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Council Travel/Training	01-01-00-6314	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Communications	01-01-00-6318	\$669.75
JULY 2013.	BANK OF AMERICA 22774	Advertising - Legal Publications	01-01-00-6334	\$597.10
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Services/Charges	01-01-00-6346	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Maintenance Agreement	01-01-00-6347	\$271.04
JULY 2013.	BANK OF AMERICA 22774	Membership Dues	01-01-00-6350	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Services	01-01-00-6373	\$2,741.50
JULY 2013.	BANK OF AMERICA 22774	Internet Services	01-01-00-6381	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (City Manager)	01-02-20-6048	\$164.34
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-02-20-6317	\$148.46
JULY 2013.	BANK OF AMERICA 22774	Dues & Subscriptions	01-02-20-6355	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (HR)	01-02-24-6048	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Supplies & Operating Expense - GTV 20	01-02-24-6126	\$1,741.36
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-02-24-6317	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Advertising - Legal Publications	01-02-24-6334	\$0.00
JULY 2013.	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-02-24-6373	\$249.99
JULY 2013.	BANK OF AMERICA 22774	Uniforms -	01-02-25-6016	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (Building Services)	01-02-25-6048	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Safety Supplies	01-02-25-6110	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	01-02-25-6316	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-02-25-6317	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (Finance)	01-03-30-6048	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-03-30-6317	\$137.74
JULY 2013.	BANK OF AMERICA 22774	Maintenance Agreements	01-03-30-6347	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Recording/Dues/Subscriptions	01-03-30-6355	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (Planning)	01-05-50-6048	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Safety Supplies/Apparel	01-05-50-6110	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous	01-05-50-6114	\$139.00
JULY 2013.	BANK OF AMERICA 22774	Computer Supplies	01-05-50-6123	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Printing	01-05-50-6308	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	01-05-50-6316	\$472.34
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-05-50-6317	\$39.47
JULY 2013.	BANK OF AMERICA 22774	Advertising - Legal Publications	01-05-50-6334	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Dues & Subscriptions	01-05-50-6355	\$583.00
JULY 2013.	BANK OF AMERICA 22774	Printing	01-05-51-6308	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	01-05-51-6316	\$231.98
JULY 2013.	BANK OF AMERICA 22774	Advertising - Legal Publications	01-05-51-6334	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Dues & Subscriptions	01-05-51-6355	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development	01-05-53-6048	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Computer Supplies	01-05-53-6123	\$34.58
JULY 2013.	BANK OF AMERICA 22774	Printing	01-05-53-6308	\$0.00

City of Guthrie
A/P Claims List
 from 8/26/2013 to 8/26/2013

Invoice #	Vendor	Description	Account	Cost
JULY 2013.	BANK OF AMERICA 22774	Dues & Subscriptions	01-05-53-6355	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Literacy Programming Supplies	01-06-60-6114	\$1,248.50
JULY 2013.	BANK OF AMERICA 22774	Library Supplies	01-06-60-6117	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Library Materials - Print	01-06-60-6130	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Library Materials - Electronic	01-06-60-6131	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-06-60-6317	\$151.67
JULY 2013.	BANK OF AMERICA 22774	Building Maintenance	01-06-60-6387	\$112.00
JULY 2013.	BANK OF AMERICA 22774	Uniforms - PD	01-07-70-6019	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Employee Physicals	01-07-70-6030	\$120.00
JULY 2013.	BANK OF AMERICA 22774	Chemicals	01-07-70-6104	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Jail Supplies	01-07-70-6106	\$147.78
JULY 2013.	BANK OF AMERICA 22774	Food/Humans	01-07-70-6107	\$117.86
JULY 2013.	BANK OF AMERICA 22774	Safety Supplies/Apparel	01-07-70-6110	\$247.35
JULY 2013.	BANK OF AMERICA 22774	Building & Grounds	01-07-70-6112	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	01-07-70-6114	\$528.94
JULY 2013.	BANK OF AMERICA 22774	Photo/Video Supplies	01-07-70-6120	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Crime Prevention Program	01-07-70-6122	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Printing	01-07-70-6308	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Computer Maintenance/Operations	01-07-70-6311	\$89.99
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	01-07-70-6316	\$5,681.08
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-07-70-6317	\$453.69
JULY 2013.	BANK OF AMERICA 22774	Communications	01-07-70-6318	\$645.19
JULY 2013.	BANK OF AMERICA 22774	Collections	01-07-70-6340	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Special Events	01-07-70-6342	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Training Program	01-07-70-6343	\$513.11
JULY 2013.	BANK OF AMERICA 22774	Dues & Subscriptions	01-07-70-6355	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Jail Cost	01-07-70-6378	\$58.77
JULY 2013.	BANK OF AMERICA 22774	Uniform Allowance - PD	01-07-71-6019	\$189.95
JULY 2013.	BANK OF AMERICA 22774	Ammunition	01-07-71-6105	\$2,732.52
JULY 2013.	BANK OF AMERICA 22774	Chemicals	01-07-72-6104	\$120.00
JULY 2013.	BANK OF AMERICA 22774	Shelter Food/Supplies	01-07-72-6108	\$99.68
JULY 2013.	BANK OF AMERICA 22774	Safety Supplies/Apparel	01-07-72-6110	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Building & Grounds	01-07-72-6112	\$90.00
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	01-07-72-6114	\$36.38
JULY 2013.	BANK OF AMERICA 22774	Animal Cages	01-07-72-6132	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Veterinary Medicine	01-07-72-6133	\$175.00
JULY 2013.	BANK OF AMERICA 22774	Photo/Video Supplies	01-07-77-6120	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Drug Enforcement Program	01-07-77-6124	\$348.57
JULY 2013.	BANK OF AMERICA 22774	Property/Evidence Supplies	01-07-77-6323	\$181.33
JULY 2013.	BANK OF AMERICA 22774	Special Investigation Operations	01-07-77-6336	\$7.17
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	01-07-78-6114	\$35.31
JULY 2013.	BANK OF AMERICA 22774	Uniforms - Street Dept.	01-12-00-6016	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (Street Dept)	01-12-00-6048	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Minor Tools	01-12-00-6102	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Chemicals	01-12-00-6104	\$1,196.95
JULY 2013.	BANK OF AMERICA 22774	Safety Supplies	01-12-00-6110	\$378.41
JULY 2013.	BANK OF AMERICA 22774	Traffic Supplies	01-12-00-6111	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Building & Grounds	01-12-00-6112	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Street/Sidewalks/Bridges	01-12-00-6113	\$9,698.97
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	01-12-00-6114	\$32.88

City of Guthrie
A/P Claims List
 from 8/26/2013 to 8/26/2013

Invoice #	Vendor	Description	Account	Cost
JULY 2013.	BANK OF AMERICA 22774	Signs & Materials	01-12-00-6115	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Fuel & Lube	01-12-00-6118	\$47.88
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	01-12-00-6316	\$3,169.73
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-12-00-6317	\$1,571.20
JULY 2013.	BANK OF AMERICA 22774	Communications	01-12-00-6318	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Equipment Rental	01-12-00-6321	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Uniforms - Fleet Maintenance	01-14-00-6016	\$247.75
JULY 2013.	BANK OF AMERICA 22774	Professional Development (Fleet Maintenanc	01-14-00-6048	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Minor Tools	01-14-00-6102	\$400.94
JULY 2013.	BANK OF AMERICA 22774	Chemicals	01-14-00-6104	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Safety Supplies	01-14-00-6110	\$189.95
JULY 2013.	BANK OF AMERICA 22774	Building & Grounds	01-14-00-6112	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	01-14-00-6114	\$51.29
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	01-14-00-6316	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-14-00-6317	\$3.18
JULY 2013.	BANK OF AMERICA 22774	Computer Maintenance	01-14-00-6324	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Services / Charges	01-14-00-6346	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Required / Mandatory Testing	01-14-00-6357	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Reference Books	01-14-00-6379	\$212.31
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	01-14-41-6116	\$123.39
JULY 2013.	BANK OF AMERICA 22774	Fuel & Lube	01-14-41-6118	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Uniforms -	01-15-11-6016	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Minor Tools	01-15-11-6102	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Chemicals	01-15-11-6104	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Safety Supplies	01-15-11-6110	\$171.39
JULY 2013.	BANK OF AMERICA 22774	Buildings & Grounds	01-15-11-6112	\$1,544.05
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	01-15-11-6114	\$59.57
JULY 2013.	BANK OF AMERICA 22774	Fuel & Lube	01-15-11-6118	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Recreational Supplies	01-15-11-6125	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	01-15-11-6316	\$901.26
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-15-11-6317	\$2,114.84
		Total GENERAL FUND		\$53,233.74
JULY 2013.	BANK OF AMERICA 22774	Uniforms - FD/Suppression	09-09-90-6016	\$79.98
JULY 2013.	BANK OF AMERICA 22774	EMPLOYEE HEALTH INSURANCE	09-09-90-6030	\$475.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (FD)	09-09-90-6048	\$161.88
JULY 2013.	BANK OF AMERICA 22774	Minor Tools	09-09-90-6102	\$15.00
JULY 2013.	BANK OF AMERICA 22774	Chemicals	09-09-90-6104	\$39.98
JULY 2013.	BANK OF AMERICA 22774	Food/Humans	09-09-90-6107	\$27.36
JULY 2013.	BANK OF AMERICA 22774	FD Safety Supplies	09-09-90-6110	\$687.24
JULY 2013.	BANK OF AMERICA 22774	Building & Grounds	09-09-90-6112	\$843.53
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	09-09-90-6114	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-90-6316	\$1,023.58
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	09-09-90-6317	\$31.39
JULY 2013.	BANK OF AMERICA 22774	Communications	09-09-90-6318	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Dues & Subscriptions	09-09-90-6355	\$254.00
JULY 2013.	BANK OF AMERICA 22774	Certification Equipment	09-09-90-6362	\$3,804.68
JULY 2013.	BANK OF AMERICA 22774	Uniforms - FD/EMS	09-09-92-6016	\$259.11
JULY 2013.	BANK OF AMERICA 22774	Professional Development (EMS)	09-09-92-6048	\$133.00
JULY 2013.	BANK OF AMERICA 22774	Chemicals/Ambulance Supplies	09-09-92-6104	\$3,405.79
JULY 2013.	BANK OF AMERICA 22774	Safety Supplies/Apparel	09-09-92-6110	\$0.00

City of Guthrie
A/P Claims List
 from 8/26/2013 to 8/26/2013

Invoice #	Vendor	Description	Account	Cost
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-92-6316	\$3,582.60
JULY 2013.	BANK OF AMERICA 22774	Communications	09-09-92-6318	\$383.79
JULY 2013.	BANK OF AMERICA 22774	Dues & Subscriptions	09-09-92-6355	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Services	09-09-92-6373	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Uniforms - FD/Admin	09-09-96-6016	\$167.96
JULY 2013.	BANK OF AMERICA 22774	Professional Development (Fire - Admin)	09-09-96-6048	\$1,648.36
JULY 2013.	BANK OF AMERICA 22774	Minor Tools	09-09-96-6102	\$101.12
JULY 2013.	BANK OF AMERICA 22774	Food/Humans	09-09-96-6107	\$41.90
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	09-09-96-6114	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Public Education	09-09-96-6121	\$0.00
JULY 2013.	BANK OF AMERICA 22774	FD Printing	09-09-96-6308	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-96-6316	\$3.14
JULY 2013.	BANK OF AMERICA 22774	Communications	09-09-96-6318	\$98.42
JULY 2013.	BANK OF AMERICA 22774	Dues & Subscriptions	09-09-96-6355	\$72.00
		Total FIRE/EMS FUND		\$17,340.81
JULY 2013.	BANK OF AMERICA 22774	Buildings & Grounds (GPWA)	20-21-00-6112	\$152.20
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	20-21-00-6114	\$137.66
JULY 2013.	BANK OF AMERICA 22774	May 24, 2011 Tornado Fund	20-21-00-6120	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Telephone	20-21-00-6301	\$2,585.32
JULY 2013.	BANK OF AMERICA 22774	Printing	20-21-00-6308	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Postage	20-21-00-6309	\$180.00
JULY 2013.	BANK OF AMERICA 22774	COMPUTERS OPERATIONS	20-21-00-6311	\$769.40
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-21-00-6317	\$100.79
JULY 2013.	BANK OF AMERICA 22774	Communications	20-21-00-6318	\$29.90
JULY 2013.	BANK OF AMERICA 22774	Utilities Collection Fees	20-21-00-6340	\$53.36
JULY 2013.	BANK OF AMERICA 22774	Maintenance Agreements	20-21-00-6347	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Services	20-21-00-6373	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (GPWA Admin)	20-22-00-6048	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Uniforms - WTP	20-23-00-6016	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (WTP)	20-23-00-6048	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Minor Tools	20-23-00-6102	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Chemicals/Medical	20-23-00-6104	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Lab Supplies	20-23-00-6109	\$707.06
JULY 2013.	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-23-00-6110	\$175.28
JULY 2013.	BANK OF AMERICA 22774	Building & Grounds	20-23-00-6112	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	20-23-00-6114	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Annual State Water Testing	20-23-00-6303	\$1,697.50
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	20-23-00-6316	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-23-00-6317	\$1,457.77
JULY 2013.	BANK OF AMERICA 22774	Computer Maintenance	20-23-00-6324	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Publishing Fees	20-23-00-6334	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Booster Station	20-23-00-6335	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Uniforms - WWTP	20-24-00-6016	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Minor Tools	20-24-00-6102	\$28.46
JULY 2013.	BANK OF AMERICA 22774	Chemicals	20-24-00-6104	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Lab Supplies	20-24-00-6109	\$2,035.00
JULY 2013.	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-24-00-6110	\$164.99
JULY 2013.	BANK OF AMERICA 22774	Buildings & Grounds	20-24-00-6112	\$9.66
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	20-24-00-6114	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Fuel & Lube	20-24-00-6114	\$0.00

City of Guthrie
A/P Claims List
 from 8/26/2013 to 8/26/2013

Invoice #	Vendor	Description	Account	Cost
JULY 2013.	BANK OF AMERICA 22774	Lift Station Maintenance	20-24-00-6312	\$811.16
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	20-24-00-6316	\$514.20
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-24-00-6317	\$5,012.00
JULY 2013.	BANK OF AMERICA 22774	Required/Mandatory Testing	20-24-00-6357	\$2,575.00
JULY 2013.	BANK OF AMERICA 22774	Uniforms - Convenience Ctr.	20-26-00-6016	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Minor Tools	20-26-00-6102	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-26-00-6110	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Building & Grounds	20-26-00-6112	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	20-26-00-6114	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Fuel & Lube	20-26-00-6118	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Printing	20-26-00-6308	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	20-26-00-6316	\$117.83
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-26-00-6317	\$187.58
JULY 2013.	BANK OF AMERICA 22774	Uniforms - Line Maintenance	20-27-00-6016	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (Line Maintenance	20-27-00-6048	\$395.00
JULY 2013.	BANK OF AMERICA 22774	Minor Tools	20-27-00-6102	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Chemicals	20-27-00-6104	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-27-00-6110	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Buildings and Grounds	20-27-00-6112	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	20-27-00-6114	\$126.01
JULY 2013.	BANK OF AMERICA 22774	FUEL AND LUBE	20-27-00-6118	\$26.99
JULY 2013.	BANK OF AMERICA 22774	Water/Sewer Maintenance	20-27-00-6119	\$1,429.29
JULY 2013.	BANK OF AMERICA 22774	Street/Sidewalks	20-27-00-6313	\$64.90
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	20-27-00-6316	\$116.27
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-27-00-6317	\$32.75
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Services/Charges	20-27-00-6346	\$320.00
JULY 2013.	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-28-00-6110	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	20-28-00-6114	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Water Meters	20-28-00-6129	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	20-28-00-6316	\$146.01
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-28-00-6317	\$19.99
JULY 2013.	BANK OF AMERICA 22774	Chemicals	20-29-00-6104	\$1,080.88
JULY 2013.	BANK OF AMERICA 22774	Building & Grounds	20-29-00-6112	\$74.24
JULY 2013.	BANK OF AMERICA 22774	Miscellaneous Supplies	20-29-00-6114	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-29-00-6317	\$0.00
		Total GPWA OPERATING FUND		\$23,334.45
JULY 2013.	BANK OF AMERICA 22774	Library: State Aid (ODL)	30-30-06-6541	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Police: OSBI Grant	30-30-07-6357	\$2,662.22
JULY 2013.	BANK OF AMERICA 22774	PD Grant	30-30-07-6358	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Bullet Proof Vest Grant	30-30-07-6597	\$0.00
		Total GRANTS FUND		\$2,662.22
JULY 2013.	BANK OF AMERICA 22774	Capital Outlay / mower	45-45-00-6532	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Park Improvements	45-45-00-6545	\$16,412.00
JULY 2013.	BANK OF AMERICA 22774	Lake Improvements	45-45-00-6546	\$0.00
		Total HOTEL/MOTEL TAX FUND		\$16,412.00
JULY 2013.	BANK OF AMERICA 22774	WTP Building	50-50-00-6114	\$0.00
		Total WATER TREATMENT PLANT FUND		\$0.00
JULY 2013.	BANK OF AMERICA 22774	All Copier Lease	54-54-02-6705	\$1,879.57

City of Guthrie
A/P Claims List
from 8/26/2013 to 8/26/2013

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JULY 2013.	BANK OF AMERICA 22774	E911	54-54-07-6514	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Computer Server	54-54-07-6515	\$0.00
		Total CAPITAL PROJECTS		\$1,879.57
JULY 2013	BANK OF AMERICA 22774	OSBI GRANT	72-72-00-6112	\$1,837.00
JULY 2013.	BANK OF AMERICA 22774	Capital Outlay - Cemetery	72-72-00-6519	\$0.00
		Total CEMETERY CARE FUND		\$1,837.00
JULY 2013.	BANK OF AMERICA 22774	Professional Development (Airport)	98-98-00-6048	\$225.00
JULY 2013.	BANK OF AMERICA 22774	Office Supplies	98-98-00-6101	\$33.00
JULY 2013.	BANK OF AMERICA 22774	Minor Tools	98-98-00-6102	\$479.50
JULY 2013.	BANK OF AMERICA 22774	Safety Supplies/Apparel	98-98-00-6110	\$116.00
JULY 2013.	BANK OF AMERICA 22774	Building & Grounds	98-98-00-6112	\$232.25
JULY 2013.	BANK OF AMERICA 22774	Telephone & Internet	98-98-00-6301	\$229.46
JULY 2013.	BANK OF AMERICA 22774	Printing	98-98-00-6308	\$0.00
JULY 2013.	BANK OF AMERICA 22774	Airport Beacon	98-98-00-6315	\$1,710.46
JULY 2013.	BANK OF AMERICA 22774	Vehicle Maintenance	98-98-00-6316	\$142.74
JULY 2013.	BANK OF AMERICA 22774	Machine/Equipment Maintenance	98-98-00-6317	\$257.13
JULY 2013.	BANK OF AMERICA 22774	Professional Services	98-98-00-6373	\$347.71
		Total AIRPORT FUND		\$3,773.25
		Total All Funds		\$120,473.04