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**62<sup>nd</sup> City Council**

**Mayor Mark Spradlin**

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

**Ward III** – Gaylord Z. Thomas, Sharyl Padgett

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**SPECIAL CITY COUNCIL MEETING WORKSHOP**

City Hall – 101 North Second Street, Guthrie, Oklahoma

**Third Floor Conference Room**

November 5, 2013 at 6:00p.m.

**AGENDA**

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

**CALL TO ORDER** – This meeting is called to order on Tuesday, November 5, 2013 at 6:00p.m. Mayor and Council Members are present and declare a quorum present.

1. Public Comments
2. Bridge Engineer Chris Harlin to discuss the Cottonwood Bridge “Viaduct” project
3. Discussion regarding agenda items
4. Request for future items of discussion
5. Adjourn



**62<sup>nd</sup> 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, November 5, 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 October 15, 2013 ..... 4
4. Discussion and possible action to award RFP No. 2013-06 for Advanced Metering Infrastructure (AMI) & Automated Meter Reading (AMR) Implementation Services to Utility Technology Services, Inc., an Oklahoma Corporation, for their proposal of \$1,154,915, subject to approval of final contract. .... 5
5. Adjourn

**CITY COUNCIL MEETING**

62<sup>nd</sup> City Council

101 North Second Street

Tuesday, November 5, 2013, 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 City Council Workshop Meeting held October 15, 2013 ..... 7  
.....  
Consider approval of minutes of the Regular City Council Meeting held on October 15, 2013...  
..... 8
  - B. Consider approval to award RFP No. 2013-06 for Advanced Metering Infrastructure (AMI) & Automated Meter Reading (AMR) Implementation Services to Utility Technology Services, Inc., an Oklahoma Corporation, for their proposal of \$1,154,915, subject to approval of final contract.  
..... 5

- C. Consider approval of assigning the lease between Mr. Jason Perkins and The City of Guthrie for property at the airport (space #20A), to Mr. Mordy Duke. .... 11
- D. Consider approval of denying Tort Claim #133919-KW as recommended by the Oklahoma Municipal Assurance Group..... 27
- 3. Discussion and possible action to approve the lease-purchase of one (1) 2013 International Workstar 7000 Series Dump Truck to be purchased under the Oklahoma Statewide Contract and approval of Resolution No. 2013-22 to finance the lease-purchase with SunTrust Equipment Finance & Leasing Corp. at an interest rate of 1.79% for five years in the amount of \$135,860 with the non-appropriation clause as required by Oklahoma State Statutes. .... 36
- 4. Discussion and possible action to approve Resolution No. 2013-23 supporting the Oklahoma House Bill 1875 ..... 82
- 5. Discussion and possible action on acceptance of Oklahoma Highway Safety Office Grant for Federal Fiscal Year 2014 ..... 99
- 6. Discussion and possible action to authorize the disbursement of \$14,136.86 from the Rural Business Enterprise Grant No. 42-042-0736005239 to Carothers Holding Group, LLC, at a rate of 4.5% for a term of eight years to be used to provide improvements to the building facade at 107 East Oklahoma Avenue in the commercial district of downtown Guthrie to be managed by Logan County Economic Development Council..... 115
- 7. City Manager’s Report
- 8. Requests/comments from members of the City Council
- 9. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:
  - A. Section 307 (B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Initiative Petition).
  - B. Section 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).
- 10. Consideration of action regarding Initiative Petition.
- 11. Consideration of action regarding Logan County Rural Water.
- 12. Adjourn



## PROCLAMATION

WHEREAS; Verdell "Blue" Smith has displayed a true commitment and loyalty for his community and City of Guthrie for thirty six years; and

WHEREAS; Verdell "Blue" Smith was always considerate, thoughtful and helpful to the citizens of the City; and

WHEREAS; Verdell "Blue" Smith has worked for and supported thirteen Mayors, numerous City Managers and City Councilmen in his career with the City; and

WHEREAS; Verdell "Blue" Smith contributed largely to many successful City events including, "Mumford and Sons", "Blue Grass Festival", "The 100 Year City Centennial Celebration"; and

WHEREAS; Verdell "Blue" Smith will be remembered in making our Cemetery, Parks and Grounds an inviting and welcoming site to all Citizens and Visitors in our City.

BE IT THEREFORE RESOLVED, I, Mark Spradlin, Mayor of the City of Guthrie, am honored to declare Monday, November 4, 2013 as:

## VERDELL SMITH DAY

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Mark Spradlin, Mayor  
City of Guthrie

**DEEPEST THANKS  
TO  
BILL AND ROSEMARY LEHMANN**

- WHEREAS,** Bill Lehmann and his family relocated to Guthrie in the early 1960s so that Lehmann could assume management of what was then the Guthrie Daily Leader; and
- WHEREAS,** the newspaper was struggling when Lehmann became general manager but soon began to flourish under his leadership, and the Leader won many awards, becoming a highly regarded small-town daily newspaper in Oklahoma; and
- WHEREAS,** Lehmann was one of the first residents to fully appreciate Guthrie's historical significance and devoted newspaper resources to document Logan County's history and collect important photographs; and
- WHEREAS,** Lehmann was a pioneer in the efforts to organize historic preservation efforts in Guthrie and to raise the city's profile as a community with an extraordinary collection of Victorian architecture; and
- WHEREAS,** related to these efforts, Lehmann was one of the primary persons - perhaps even the primary person - responsible for the establishment of the Oklahoma Territorial Museum as well as the State Capital Publishing Museum; and
- WHEREAS,** Lehmann has been a popular figure around town, known for his involvement in civic organizations and good works, as well as his sense of humor, his love of art, and his love of music; and
- WHEREAS,** Bill and Rosemary Lehmann will shortly be leaving Guthrie for retirement in Ada;

NOW, THEREFORE, be it proclaimed by the City of Guthrie that it extends its deepest thanks to him for his many, many contributions and the indelible legacy he has left to the city, and that it wishes him and Rosemary all the best.

IN TESTIMONY WHEREOF, I have hereunto signed

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Mark Spradlin, Mayor  
City of Guthrie

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

October 15, 2013

The regular meeting of the Guthrie Public Works Authority was posted on Friday, October 11, 2013 before 5:00 p.m. and held October 15, 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 7:02 p.m.

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

Members Absent: None

Staff Present:	Sereniah Breland	Randel Shadid	Kim Biggs
	Aaron Ryburn	Jim Ahlgren	Rene Spineto
	Cody Mosley	Maxine Pruitt	Kevin Dixon
	Justin Heid		

Chairman Spradlin declared a quorum with all (7) Trustees in attendance.

**Community Announcements and Public Recognition.** Ms. Lucy Swanson presented the Chamber of Commerce/Convention and Visitors Bureau Quarterly Report.

**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 October 1, 2013.

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

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Taylor, Padgett  
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 7:08 p.m.

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Kim Biggs, Deputy City Clerk

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Mark Spradlin, Chairman



**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> November 5, 2013	<b>Contact</b> Kim Biggs Purchasing Agent
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**Agenda Item**

Consider approval to award RFP No. 2013-06 for Advanced Metering Infrastructure (AMI) & Automated Meter Reading (AMR) Implementation Services to Utility Technology Services, Inc., an Oklahoma Corporation, for their proposal of \$1,154,915, subject to approval of final contract.

**Summary**

On June 21, 2013, the City Council authorized staff to solicit bids for Advanced Metering Infrastructure (AMI) & Automated Meter Reading (AMR) Implementation Services for the purpose of updating water meters to an automated system. A bid notice was published in the Guthrie News Leader on July 4 and 11, 2013 and posted on the City’s website. Proposals were received, opened, and read aloud in the Council Chamber on August 21, 2013 at 9:00 a.m. Six (6) bid proposals were received:

- \$1,307,945 Utility Technology Services – iPerl meter (no moving parts)
- \$1,110,195 Utility Technology Services – Positive Displacement meter
- \$1,281,104 Ferguson Waterworks – Option 1 – Positive Displacement meter
- \$1,273,921 Ferguson Waterworks – Option 2 – Positive Displacement meter
- \$1,169,047 HD Supply – Positive Displacement meter
- \$1,000,981 Badger Meter, Inc. – Option 1 – Positive Displacement meter
- \$1,094,009 Badger Meter, Inc. – Option 2 – Positive Displacement meter
- \$ 996,000 Utility Metering Solutions – Positive Displacement meter
- \$1,849,603 McKinstry

The Selection Committee, comprised of Director of GPWA, Line Maintenance Supervisor, Purchasing Agent, Myer’s Engineering, and the City Manager did not select the lowest priced proposal due to the more advanced technology (iPerl meter) proposed by Utility Technology Services (UTS) and long term savings available. The return on the initial investment will yield an approximate 4 year return at current water rates, and the City will be able to decrease the annual cost of the meter reading service by at least \$16,000. Additionally, the surplus of the used meters will yield approximately \$25,000 in revenues. The iPerl meter has no moving parts (OG&E is going away from moving part devices). It is the lowest in maintenance time and cost. It guarantees accurate recording and consistent meter reading over a 20 year period. It offers true two-way communication on a licensed frequency. It offers real-time on demand reading which will assist us in helping customers identify possible leaks. The web-based office software provides advanced communication that can be shared between City Hall and Public Works. The communities we called to inquire about their experience with UTS and the iPerl technology was very positive.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>54-55-23-6714</u>	<b>Amount</b>	<u>\$125,000 annually</u>

**Legal Review**         N/A         Required        Completed Date:    10/30/13

**Supporting documents attached**

- Contract Agreement with Utility Technology Services, Inc. (provided at council meeting)
- Advanced Metering Infrastructure Agreement (provided at council meeting)

**Recommendation**

Approve awarding RFP No. 2013-06 Advanced Metering Infrastructure (AMI) & Automated Meter Reading (AMR) Implementation Services to Utility Technology Services, Inc., for their proposal of \$1,154,915 and authorize the Purchasing Agent to execute the contract for the same.

**Action Needed**         Public Hearing         Motion         Emergency Clause

MINUTES

CITY COUNCIL MEETING

Council Workshop

October 15, 2013

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Thursday, October 10, 2013 before 5:00 p.m. and held October 15, 2013 in the Guthrie City Hall Council Chambers.

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

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

Members Absent: None

Staff Present:	Sereniah Breland	Randel Shadid	Kim Biggs
	Aaron Ryburn	Jim Ahlgren	Rene Spineto
	Cody Mosley	Maxine Pruitt	Kevin Dixon
	Justin Heid		

Mayor Spradlin declared a quorum with all (7) Councilmembers in attendance.

**Public Comments.** None.

**University of Oklahoma Presentation.** Students of the University of Oklahoma’s College of Architecture – Departments of Regional and City Planning and Landscape Architecture, led by John C. Harris, PhD and Thomas M. Woodfin, PhD, presented their findings from the Gentlemen of the Road Stopover event (GOTR) featuring Mumford & Sons that was held September 4-6, 2013. The presentation included information gathered from surveys during the concert weekend and proposed ideas for spending the tax revenue generated from GOTR to promote Guthrie as an arts and events destination.

**Discussion regarding agenda items:** None.

**Request for future items of discussion.**

- Viaduct Update

**Adjournment.** There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:37 p.m.

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Kim Biggs, Deputy City Clerk

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Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

October 15, 2013

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, October 11, 2013 before 5:00 p.m. and held October 15, 2013 in the Guthrie City Hall Council Chambers.

Mayor Mark Spradlin called the meeting to order at 7:09 p.m.

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

Members Absent: None

Staff Present:	Sereniah Breland	Randel Shadid	Kim Biggs
	Aaron Ryburn	Jim Ahlgren	Rene Spineto
	Cody Mosley	Maxine Pruitt	Kevin Dixon
	Justin Heid		

Mayor Spradlin declared a quorum with all (7) 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 October 1, 2013.
- B. Consider approval of the minutes of the Regular City Council Meeting held on October 1, 2013.
- C. Consider approval of the minutes of the Special City Council Meeting held on October 10, 2013.
- D. Consider approval of authorizing a request from Verdell Smith for a lump sum payment from the City of Guthrie retirement plan.
- E. Consider approval of authorizing the Library Staff to submit an application to the Oklahoma Humanities Council for the “Let’s Talk About It, Oklahoma!” (LTAIO) grant Spring 2014 term.
- F. Consider approval of Amendment of Lease with Jason Perkins for Hangar Space No. 20A to add a renewal/extension clause.

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

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Taylor, Padgett

Nay: None

Mayor Spradlin declared the motion carried unanimously.

**Presentation provided by University of Oklahoma.** Mayor Spradlin presented a Certificate of Commendation and an original Gentlemen of the Road Show Stopover banner to the University of Oklahoma students for their work on this project. Motion by Councilmember Thomas, seconded by Councilmember Ayers, moved approval of the City Manager to develop a steering committee to help provide public input into the development of unique, attractive locations in the downtown Central Business District based on the recommendation presented by the University of Oklahoma students.

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

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Taylor, Padgett

Nay: None

Mayor Spradlin declared the motion carried unanimously.

Councilmember Coffin left the Council Chamber at 7:33 p.m.

**Mayor's appointment of Ben Coffin to Guthrie Parks Board.** Motion by Councilmember Taylor, seconded by Vice Mayor Wood, moved approval of appointing Ben Coffin to the Guthrie Parks Board for a term expiring June 2014.

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

Aye: Spradlin, Wood, Ayers, Thomas, Taylor, Padgett

Nay: None

Mayor Spradlin declared the motion carried unanimously.

Councilmember Coffin re-entered the Council Chamber at 7:34 p.m.

**City Manager's Report.** Informed October is Fire Prevention Month; Armory almost finished from the asbestos and lead abatement; Moonlight Madness was successful; expressed a "thank you" to merchants for the success of the most recent Make Guthrie Weird Block Party.

**Requests/comments from members of the City Council.** Expressed a "thank you" to the OU students for their research and presentation of their findings and updated the community on the events happening in Guthrie.

**Executive Session.** Motion by Councilmember Taylor, seconded by Councilmember Coffin, moved approval to convene into Executive Session pursuant to the authority of Title 25, O.S.

2001, Section 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Total Investment), and Section 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Manager).

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

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Taylor, Padgett

Nay: None

Mayor Spradlin declared the motion carried unanimously at 7:43 p.m. Attending Executive Session were Mayor Spradlin, Vice Mayor Wood, Councilmembers Ayers, Coffin, Thomas, Taylor, Padgett, City Manager Breland, City Attorney Shadid, and Airport Director Heid.

**Reconvene.** Mayor Spradlin reconvened the Guthrie City Council Meeting at 8:44 p.m.

**Total Investment Company.** No action.

**City Manager.** No action.

**Adjourn.** There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 8:45 p.m.

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Kim Biggs, Deputy City Clerk

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Mark Spradlin, Mayor



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

November 5, 2013

**Contact**

Justin Heid,  
Airport Manager

**Agenda Item**

Consider approval of assigning the lease between Mr. Jason Perkins and The City of Guthrie for property at the airport (space #20A), to Mr. Mordy Duke.

**Summary**

Mr. Perkins wishes to sell his hangar at the airport to Mr. Duke. Under the terms of the property lease, any assignment of this lease needs to have written consent from the Lessor and signed by the Mayor of Guthrie. The present lease was entered into on the 22nd day of September 2010 and ends on the 22nd day of September 2030. Additionally Lessee shall have the right to renew the term of this lease for two (2) terms of five (5) years each). This property is leased at a rate of \$0.17 per square foot annually with a consumer price index (CPI) adjustment every five years proceeding the anniversary date of the lease.

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

**Supporting documents attached**

- 1.) Property Lease (space #20A)
- 2.) Assignment of Lease

**Recommendation**

Approve assignment of lease from Mr. Perkins to Mr. Duke.

**Action Needed**       Public Hearing       Motion       Emergency Clause

## PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 8th day of September, 2010, by and between The City of Guthrie, Oklahoma, a municipal corporation, doing business as the Guthrie-Edmond Regional Airport hereinafter the "LESSOR", and Ron Jewell, 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, 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 22nd day of September, 2010 (the "Commencement Date") and ending on the 22nd day of September, 2030 subject to termination as provided herein (the "Lease Term").

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:   \$425.00

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

COPY TO:

Guthrie City Manager  
P.O. Box 908  
Guthrie, Oklahoma 73044

Guthrie, OK 73044

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

**LESSEE:**

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

ASSIGNMENT OF LEASE

WHEREAS, Ron Jewell is Lessee of an Airport Hangar Lease with the City of Guthrie acting as Lessor, the lease being dated September 8, 2010, regarding Hangar Number 20A at the Guthrie/Edmond Regional Airport; and

WHEREAS, Ron Jewell desires to sell the interest in his hangar to Jason Perkins and Jason Perkins desires to buy the hangar and assume the lease of Ron Jewell;

Ron Jewell does by execution hereof assign all his interest in the hangar Lease Agreement dated September 8, 2010, as relates to Hangar Number 20A at the Guthrie/Edmond Regional Airport to Jason Perkins.

Jason Perkins assumes said lease and all obligations under said lease as assignee of the lease.

Executed this \_\_\_\_\_ day of February 2012.

\_\_\_\_\_  
Ron Jewell, Lessee/Assignor

\_\_\_\_\_  
Jason Perkins, Lessor/Assignee

The City Council of the City of Guthrie, Oklahoma, does on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, consent to the assignment herein of Hangar Ground Lease Dated September 8, 2010 as relates to Hangar Number 20A at the Guthrie/Edmond Regional Airport.

\_\_\_\_\_  
Chuck Burtcher, Mayor

ASSIGNMENT OF LEASE

WHEREAS, Jason Perkins is Lessee of an Airport Hangar Lease with the City of Guthrie acting as Lessor, the lease being dated September 8, 2010, regarding Hangar Number 20A at the Guthrie/Edmond Regional Airport; and

WHEREAS, Jason Perkins desires to sell the interest in his hangar to Mordy D. Duke and Mordy D. Duke desires to buy the hangar and assume the lease of Jason Perkins;

Jason Perkins does by execution hereof assign all his interest in the hangar Lease Agreement dated September 8, 2010, as relates to Hangar Number 20A at the Guthrie/Edmond Regional Airport to Mordy D. Duke.

Mordy D. Duke assumes said lease and all obligations under said lease as assignee of the lease.

Executed this \_\_\_\_\_ day of November 2013.

\_\_\_\_\_  
Jason Perkins, Lessee/Assignor

\_\_\_\_\_  
Mordy D. Duke, Lessor/Assignee

The City Council of the City of Guthrie, Oklahoma, does on the \_\_\_\_\_ day of November, 2013, consent to the assignment herein of Hangar Ground Lease Dated September 8, 2010 as relates to Hangar Number 20A at the Guthrie/Edmond Regional Airport.

\_\_\_\_\_  
Mark Spradlin, Mayor



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

November 5, 2013

**Contact**

Jim Ahlgren, Administrative Services Director

**Agenda Item**

Consider approval to deny Tort Claim #133919-KW as recommended by the Oklahoma Municipal Assurance Group.

**Summary**

On September 3, 2013, a tort claim was submitted alleging that a pothole in or near the intersection of Grant and 1<sup>st</sup> Street caused damage to the claimant’s vehicle on August 14, 2013. The claim was investigated and denied by our insurance carrier OMAG.

**Funding Expected**       Revenue                       Expenditure                       N/A

**Budgeted**                       Yes                                       No                                       N/A

**Account Number**      [00-00-00-0000]                      **Amount**      \_\_\_\_\_

**Legal Review**                       N/A                                       Required                      Completed Date: \_\_\_\_\_

**Supporting documents attached**

- Notice of tort claim from Arnetta Brothers
- Letter of Recommendation to City of Guthrie for this claim to be denied. (Arnetta Brothers, Tort Claim # 133919-KW)

**Recommendation**

Deny Tort Claim #133919-KW to begin the 180-day statute of limitations, as recommended by the Oklahoma Municipal Assurance Group.

**Action Needed**                       Public Hearing                       Motion                       Emergency Clause

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of Guthrie
Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities.

CLAIMANT(S) ADDRESS 1008 Shady Creek Cir. CLAIMANT(S) SOCIAL SECURITY NO. 561-90-8518 CLAIMANT(S) DATE OF BIRTH 7-4-55 PHONE: HOME (405) 282-3599 BUS. ( ) none

1. DATE AND TIME OF INCIDENT 8-14-13 11:15 p.m.
2. LOCATION OF INCIDENT Grant 1st St.
3. DESCRIBE INCIDENT Did not notice pot-hole in the street until it was to late.

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES NO [X] If yes, complete this section
Describe injury
WERE YOU ON THE JOB AT THE TIME OF INJURY? YES NO [X] If so, please give name, address and phone number of company
NAME OF DOCTOR OR HOSPITAL
ALL MEDICAL BILLS (attach Copies) \$
LIST OTHER DAMAGES CLAIMED \$
TOTAL BODILY INJURY. . . . . \$

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.
VEHICLE NAME 1995 Honda Civic LX BODY TYPE 4 door Honda YEAR 1995
NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.
IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS
PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 75.00 oil pan plus tax \$ 50.00 (engine)
LIST OTHER DAMAGES CLAIMED \$
TOTAL PROPERTY . . . . . \$ TAX was not included

5. NAME OF YOUR INSURANCE CO. POLICY NO. AMOUNT CLAIMED AMOUNT RECEIVED
STATE Farm Uninsured motorist INS.

6. The names of any witnesses known to you.
Alesia Brothers 1008 Shady Creek Cir 282-3599
Name Address Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.
TOTAL CLAIM . . . . . \$
Arnetta Brothers 9-3-2013
SIGNATURE(S) DATE

I call for estimates on the oil pan and see a engine  
can not move my vehicle from home. I had it  
towed to my home Aug-14-2013 the same day

# CERTIFICATE OF TITLE

## STATE OF OKLAHOMA

VEHICLE IDENTIFICATION NUMBER 1HGEG8659SL057903	YEAR 1995	MAKE HOND	TITLE NO. 420595317004D	
BODY TYPE 4D	MODEL UCL	F.D. PRICE 14,160.00	DATE 1st SOLD 10/03/1995	DATE ISSUED 06/12/2000
AGENT NO. 3550	T.D. PRICE 15,655.00	ODOMETER 184	TYPE OF TITLE ADD LIEN /	
NAME AND ADDRESS OF VEHICLE OWNER ARNETTA BROTHERS 1008 SHADY CREEK CIR GUTHRIE OK 73044-4526			DATE INS. LOSS OR SALVAGE	

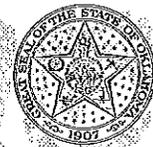
ARNETTA BROTHERS  
1008 SHADY CREEK CIR  
GUTHRIE OK 73044-4526

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S):

06/12/2000 10:00 AMERICAN GENERAL FINANCE, INC.

*It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests.*

CONTROL NO. 001645550A7833  
19568293  
(This is not a title number)



VOID IF ALTERED

**B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM**

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Oklahoma City call 525-6624

This Notice of Tort Claim was received by Shelby Lewis & Jim Ahlgren  
(Title) Human Resource Director, on 12:45 9-10, 2013

For further information on this claim contact Jim Ahlgren  
(Title) HR - Director, by telephone at (405) 282-0098

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

On August 15, 2013 I talked with the claimant as she wanted to file a tort claim as she damaged her car on a pot hole at Perkins by the State Farm Agency. There was no pot hole at that location.

Persons who have knowledge of the circumstances surrounding this claim are:

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Submitted by: [Signature] Date 9/10/13, 2013

Title: Human Resource Director

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.  
4130 N. Lincoln Blvd  
Oklahoma City, OK 73105-5209  
Fax (405) 525-0009



**FAX MESSAGE  
FROM  
OMAG  
Oklahoma Municipal Assurance Group  
3650 S. BOULEVARD, EDMOND, OK 73013-5581**

*PAGE 1 OF 2*

Bus: (405) 657-1400

Fax: (405) 657-1401

---

DATE: 9/19/13

FAX: 405-282-0192

TO: City of Guthrie

ATTN: **Jim Ahlgren**

FROM: OMAG Claims Department

RE: Acknowledgement Letter

---

NOTES/COMMENTS:

If you have any questions or additional information, please contact the Adjuster indicated in the letter.

Thank you!

**\*\*\*Please note our new address as well as our new phone and fax numbers\*\*\***



## Oklahoma Municipal Assurance Group

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

September 19, 2013

Arnetta Brothers  
1008 Shady Creek Circle  
Guthrie, OK 73044

Re: Member : City of Guthrie  
Claimant : Arnetta Brothers  
Date of Loss : August 14, 2013  
Claim Number : 133919-KW

Dear Ms. Brothers:

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Kyle Waid  
Claims Examiner

KW/KA

cc: City of Guthrie

COPY<sup>63</sup>



## Oklahoma Municipal Assurance Group

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

October 23, 2013

Mr. Jim Ahlgren  
P.O. Box 908  
Guthrie, OK 73044

Re: Member : City of Guthrie  
Claimant : Arnetta Brothers  
Date of Loss : 8/14/13  
Claim No. : 133919-KW

Dear Mr. Ahlgren:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Guthrie that this claim be denied. We find no liability on the City's part, regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec 157(A), this claim will be deemed denied ninety (90) days after it was received by City of Guthrie or on 12/9/13. 51 Okla. Stat. Sec 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 12/9/13 we suggest you docket this claim for denial at the next meeting of your municipal governing body. **For the 180-day period to start running, the claimant must be notified in writing at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

Please advise us as soon as possible of any official action taken by the municipal governing body on denial of this claim.

Sincerely,

Kyle Waid  
Claims Examiner

Enclosure



# Oklahoma Municipal Assurance Group

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

October 23, 2013

Ms. Arnetta Brothers  
1008 Shady Creek Cir.  
Guthrie, OK 73044

RE: Member : City of Guthrie  
Claimant : Arnetta Brothers  
Date of Loss : 8/14/13  
Claim No. : 133919-KW

Dear Ms. Brothers:

As the adjuster for the Oklahoma Municipal Assurance Group, the general liability insurer for the City of Guthrie, I am recommending denial of this claim and find no liability on the City's part for this claim.

Sincerely,

Kyle Waid  
Claims Adjuster

cc: City of Guthrie



**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	November 5, 2013	Kim Biggs
<input type="checkbox"/> GPWA		Purchasing Agent
<input type="checkbox"/> Other: _____		

**Agenda Item**

Consider approval of the lease-purchase of one (1) 2013 International Workstar 7000 Series Dump Truck to be purchased under the Oklahoma Statewide Contract and approval of Resolution No. 2013-22 to finance the lease-purchase with SunTrust Equipment Finance & Leasing Corp. at an interest rate of 1.79% for five years in the amount of \$135,860 with the non-appropriation clause as required by Oklahoma State Statutes.

**Summary**

Financial quotes were received from SunTrust Equipment Finance & Leasing Corp. (1.79%), Branch Banking and Trust Company (2.09%), F & M Bank (3.125%), Welch State Bank (2.83%), BancFirst (3.95%), Oklahoma State Bank (3.70%), and InterBank (3.25%). SunTrust Equipment Finance & Leasing Corporation offered the lowest interest rate of 1.79% for five years with a quarterly payment amount of \$7,116.70.

The dump truck with no additional equipment is priced at \$79,433 per Oklahoma State Contract No. SW035T. A full turnkey equipment package to be added to the dump truck is \$56,427 for a combined total of \$135,860. This vehicle replaces a 1982 GMC TopKick dump truck that was sold as surplus on July 18, 2013 for \$852.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	54-56-12-6708	<b>Amount</b>	\$28,466.80 per year \$7,116.70quarterly
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>10/30/13</u>

**Supporting documents attached**

- Resolution No. 2013-22
- Master Lease Agreement
- Financial Quotes
- Vehicle/Equipment Quotes

**Recommendation**

Approve the lease-purchase of a 2013 Dump Truck to be purchased under the Oklahoma Statewide Contract and approval of Resolution No. 2013-22 to finance the lease-purchase with SunTrust Equipment Finance & Leasing Corp. at an interest rate of 1.79% for five years in the amount of \$135,860 with the non-appropriation clause as required by Oklahoma State Statutes.

**Action Needed**       Public Hearing       Motion       Emergency Clause

**RESOLUTION NO. 2013-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 02 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. 02 to the Master Lease Agreement (collectively, the “Lease”), between SUNTRUST EQUIPMENT FINANCE & LEASING CORP. (“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 CORP. 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 3<sup>rd</sup> 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

October 30, 2013

Ms. Kim Biggs  
Deputy City Clerk  
City of Guthrie  
P.O. Box 908  
Guthrie, Oklahoma 73044

**RE: Tax-Exempt Lease Financing Proposal for New Dump Truck**

Dear Ms. Biggs:

SunTrust Equipment Finance & Leasing Corp. (“Lessor”) is pleased to present to the City of Guthrie a proposal for lease financing of a new dump truck. 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 Dump Truck

**AMOUNT FINANCED:** For the purposes of this proposal up to \$135,860.00 (Lessor will fund up to 100% of the acquisitions cost of the Equipment)

**LEASE TERM:** 5 Years

**LEASE RATE:**

Option A:	60 monthly payments.	1.77%
Option B:	20 quarterly payments	1.79%
Option C:	5 annual payments	1.89%

**LEASE PAYMENT:** See attached amortization tables for an illustration of the payment amounts and dates which illustrate a funding date of November 15, 2013. The Lease Payments reflected in the tables assume payment structures with level payments of principal and interest and are based upon the indicated Lease Rates and related payment frequencies.

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, November 6, 2013 provided that the Lessee notifies the Lessor, either verbally, or in writing by November 30, 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 November 6, 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 November 30, 2013, or if funding does not take place by November 6, 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)** \_\_\_\_\_

45	08-15-2017	2,367.68	2,312.49	55.19	35,099.59	35,450.59
46	09-15-2017	2,367.68	2,315.91	51.77	32,783.68	33,111.52
47	10-15-2017	2,367.68	2,319.32	48.36	30,464.36	30,769.00
48	11-15-2017	2,367.68	2,322.75	44.93	28,141.61	28,423.03
49	12-15-2017	2,367.68	2,326.17	41.51	25,815.44	26,073.59
50	01-15-2018	2,367.68	2,329.60	38.08	23,485.84	23,720.70
51	02-15-2018	2,367.68	2,333.03	34.65	21,152.81	21,364.34
52	03-15-2018	2,367.68	2,336.48	31.20	18,816.33	19,004.49
53	04-15-2018	2,367.68	2,339.93	27.75	16,476.40	16,641.16
54	05-15-2018	2,367.68	2,343.37	24.31	14,133.03	14,274.36
55	06-15-2018	2,367.68	2,346.84	20.84	11,786.19	11,904.05
56	07-15-2018	2,367.68	2,350.29	17.39	9,435.90	9,530.26
57	08-15-2018	2,367.68	2,353.76	13.92	7,082.14	7,152.96
58	09-15-2018	2,367.68	2,357.24	10.44	4,724.90	4,772.15
59	10-15-2018	2,367.68	2,360.71	6.97	2,364.19	2,387.83
60	11-15-2018	2,367.68	2,364.19	3.49	0.00	0.00
<b>Total</b>		<b>142,060.80</b>	<b>-</b>	<b>6,200.80</b>		

## Option B

Quarterly payments

Interest Rate: 1.79%

5-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	11-15-2013	-	(135,860.00)	-	135,860.00	137,218.60
1	02-15-2014	7,116.70	6,508.72	607.98	129,351.28	130,644.79
2	05-15-2014	7,116.70	6,537.85	578.85	122,813.43	124,041.56
3	08-15-2014	7,116.70	6,567.11	549.59	116,246.32	117,408.78
4	11-15-2014	7,116.70	6,596.50	520.20	109,649.82	110,746.32
5	02-15-2015	7,116.70	6,626.01	490.69	103,023.81	104,054.05
6	05-15-2015	7,116.70	6,655.67	461.03	96,368.14	97,331.82
7	08-15-2015	7,116.70	6,685.45	431.25	89,682.69	90,579.52
8	11-15-2015	7,116.70	6,715.37	401.33	82,967.32	83,796.99
9	02-15-2016	7,116.70	6,745.42	371.28	76,221.90	76,984.12
10	05-15-2016	7,116.70	6,775.60	341.10	69,446.30	70,140.76
11	08-15-2016	7,116.70	6,805.93	310.77	62,640.37	63,266.77
12	11-15-2016	7,116.70	6,836.38	280.32	55,803.99	56,362.03
13	02-15-2017	7,116.70	6,866.98	249.72	48,937.01	49,426.38
14	05-15-2017	7,116.70	6,897.70	219.00	42,039.31	42,459.70
15	08-15-2017	7,116.70	6,928.58	188.12	35,110.73	35,461.84
16	11-15-2017	7,116.70	6,959.58	157.12	28,151.15	28,432.66
17	02-15-2018	7,116.70	6,990.72	125.98	21,160.43	21,372.03
18	05-15-2018	7,116.70	7,022.01	94.69	14,138.42	14,279.80
19	08-15-2018	7,116.70	7,053.43	63.27	7,084.99	7,155.84
20	11-15-2018	7,116.70	7,084.99	31.71	0.00	0.00
<b>Total</b>		<b>142,334.00</b>	<b>-</b>	<b>6,474.00</b>		

October 30, 2013

Kim Biggs  
Purchasing Agent/ Deputy City Clerk  
City of Guthrie

Dear Mrs. Biggs,

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 International Workstar 7000 Series Dump Truck
- (2) **Amount To Be Financed:** \$135,860.00
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Term</u>	<u>Rate</u>
60 Months	2.09%

Payments may be monthly, quarterly or annual depending on the preference of the City. The final payment date shall be 60 months after closing.

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.

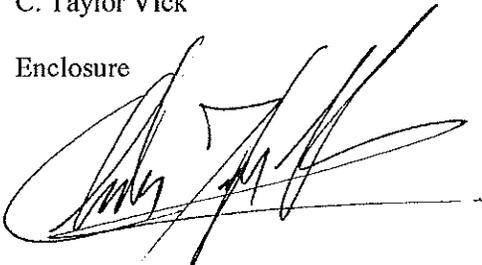
Please call me at (704) 954-1707 with your questions and comments. We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY

C. Taylor Vick

Enclosure

A handwritten signature in black ink, appearing to be 'C. Taylor Vick', written over a horizontal line. The signature is stylized and cursive.

**F & M BANK**  
**1800 E. Oklahoma**  
**Guthrie, OK 73044**

December 01, 2013

**RE: QUICK QUOTE**

Dear City Of Guthrie 2013 Dump Truck Lease,

F & M BANK welcomes your interest in our new QUICK QUOTE information service. This QUICK QUOTE instantly provides to you the complete financial terms of the loan you have described. We hope this information helps you evaluate your own credit options.

Your QUICK QUOTE\* is based upon the following estimate:

<b>FUNDING DATE</b> December 01, 2013	<b>FIRST PAYMENT DUE</b> March 01, 2014		<b>MATURITY DATE</b> March 01, 2019
<b>PROCEEDS</b> \$135,860.00	<b>EST. NON-APR FEES</b> \$0.00	<b>EST. APR FEES</b> \$0.00	<b>EST. INSURANCE</b> \$0.00
<b>INTEREST RATE</b> 3.125%	<b>APR</b> N/A	<b>Period Convention</b> Actual Day/365	<b>FINANCE CHARGE</b> \$11,422.00
<b>REPAYMENT SCHEDULE</b>			
20 \$7,364.05 Quarterly payments beginning on March 01, 2014			
1 \$1.00 Due on or before March 01, 2019			

F & M BANK appreciates the opportunity to provide to you a personalized QUICK QUOTE based upon your credit information. We encourage you to submit a credit application to us in relation to your QUICK QUOTE if you desire. We also encourage you to submit a credit application to us whenever the need arises in the future. If you have any questions concerning the many loan products available through F & M BANK, please contact me at your convenience.

Sincerely,



F & M BANK  
(405)260-8800

\* Your QUICK QUOTE includes estimates based upon information provided by you. We have estimated the Interest Rate, Related Fees and Finance Charges based upon the general type of loan you described. Actual terms of credit offered by us may vary from the terms you described. We have not made a credit decision concerning your QUICK QUOTE. If you wish us to do so, you need only submit a credit application to us at your convenience.

Customer Name: City Of Guthrie 2013 Dump Truck Lease

Funding Date: 12/01/2013

Compounding: U.S. Rule

Principal: 135,860.00

First Payment Date: 03/01/2014

Period: Actual/365

Initial Interest Rate: 0.000%

Pmt Schedule: Quarterly

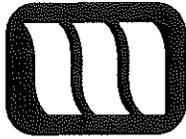
Interest Rate: 3.125%

Pmt Amount: 7,364.05

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	03/01/2014	90	\$7,364.05	1,046.87	6,317.18	129,542.82	\$6,317.18
2	06/01/2014	92	\$7,364.05	1,020.37	6,343.68	123,199.14	\$12,660.86
3	09/01/2014	92	\$7,364.05	970.40	6,393.65	116,805.49	\$19,054.51
4	12/01/2014	91	\$7,364.05	910.04	6,454.01	110,351.48	\$25,508.52
5	03/01/2015	90	\$7,364.05	850.31	6,513.74	103,837.74	\$32,022.26
6	06/01/2015	92	\$7,364.05	817.90	6,546.15	97,291.59	\$38,568.41
7	09/01/2015	92	\$7,364.05	766.34	6,597.71	90,693.88	\$45,166.12
8	12/01/2015	91	\$7,364.05	706.60	6,657.45	84,036.43	\$51,823.57
9	03/01/2016	91	\$7,364.05	654.74	6,709.31	77,327.12	\$58,532.88
10	06/01/2016	92	\$7,364.05	609.08	6,754.97	70,572.15	\$65,287.85
11	09/01/2016	92	\$7,364.05	555.88	6,808.17	63,763.98	\$72,096.02
12	12/01/2016	91	\$7,364.05	496.79	6,867.26	56,896.72	\$78,963.28
13	03/01/2017	90	\$7,364.05	438.42	6,925.63	49,971.09	\$85,888.91
14	06/01/2017	92	\$7,364.05	393.61	6,970.44	43,000.65	\$92,859.35
15	09/01/2017	92	\$7,364.05	338.70	7,025.35	35,975.30	\$99,884.70
16	12/01/2017	91	\$7,364.05	280.29	7,083.76	28,891.54	\$106,968.46
17	03/01/2018	90	\$7,364.05	222.62	7,141.43	21,750.11	\$114,109.89
18	06/01/2018	92	\$7,364.05	171.32	7,192.73	14,557.38	\$121,302.62
19	09/01/2018	92	\$7,364.05	114.66	7,249.39	7,307.99	\$128,552.01
20	12/01/2018	91	\$7,364.05	56.94	7,307.11	.88	\$135,859.12
21	03/01/2019	90	\$1.00	.01	.99	-.11	\$135,860.11
<b>2019</b>	<b>Totals:</b>		<b>147,282.00</b>	<b>11,421.89</b>	<b>135,860.11</b>		
<b>Grand Totals:</b>			<b>147,282.00</b>	<b>11,421.89</b>	<b>135,860.11</b>		

*This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.*

# WELCH STATE BANK



Member F D I C

P.O. Box 129  
396 S. Commercial  
Welch, Ok 74369  
PH. 918-788-3373  
FAX 918-788-3364

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DATE: October 28, 2013  
TO: Kim Biggs, Purchasing Agent  
FROM: Sherri, Welch State Bank  
REF: City of Guthrie  
EQUIP: 2013 International Workstar 7000 Dump Truck

COST	#PMTs	PAYMENT	RATE
\$135,860.00	60 monthly	\$2,435.19	2.83%
\$135,860.00	20 quarterly	\$7,287.33	2.83%
\$135,860.00	5 annual	\$28,729.22	2.67%
\$135,860.00	6 annual	\$24,346.59	2.83%

This quote is good for 30 days.  
First payment due 30 days after contract signing.  
Quote is subject to credit approval.  
\$200.00 doc fee is included in proposal.

*This quote is given for a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, if this is not a "qualified tax-exempt obligation" rate(s) will be higher.*



200 West Oklahoma  
Post Office Box 180  
Guthrie, Oklahoma 73044-0180  
Phone (405) 282-4411  
Fax (405) 282-7068

Deborah S. Kuykendall  
Executive Vice President

October 29, 2013

Kim Biggs  
Purchasing Agent/Deputy City Clerk  
City of Guthrie  
P O Box 908  
Guthrie, OK 73044-0908  
Fax No. 282-6898

Dear Kim,

Thank you for the opportunity to submit a proposal on the financing of the City's lease-purchase of a 2013 Dump Truck. The following quotes are subject to our normal bank underwriting procedures for loan approval at such time as the bank receives current financial statements.

BancFirst's proposal is as follows:

- |    |                   |   |
|----|-------------------|---|
| 1. | Loan Amount:      | \$135,880   |
| 2. | Interest Rate:    | 3.95%   |
| 3. | Monthly Payments: | Monthly installments of \$2,502.84  |
| 3. | Loan Term:        | 60 months   |
| 4. | Closing Costs:    | The City would be responsible for the costs of issuance, i.e. document preparation, legal counsel, etc. |

This commitment is good until December 1, 2013. Again, I appreciate this opportunity to serve the City of Guthrie's financial needs and am available to meet with you at your convenience.

Sincerely,

Deborah S. Kuykendall  
Executive Vice President



**OKLAHOMA  
STATE BANK**  
*Making a Difference since 1909*

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Dear Kim,

We are pleased to submit the following proposal for your consideration.

Five-year lease purchase agreement in the amount of \$135,860 to purchase a 2013 dump truck. Interest rate would be 3.7% for monthly, quarterly, or annual payments. This quote is valid until November 28<sup>th</sup>, 2013. Thank you for your consideration and please feel free to contact me at (405)-260-9835 with any questions or revisions to the terms that you would like to explore.

Thank you,

A handwritten signature in black ink, appearing to read "Tyler Latta".

Tyler Latta  
VP - Lending

## Kim Biggs

---

**From:** Brian Sterkel [Brian.Sterkel@interbankus.com]  
**Sent:** Wednesday, October 30, 2013 8:51 AM  
**To:** Kim Biggs  
**Subject:** RE: Request for Lease/Purchase Quote

Kim, I would be willing to price the loan on a one year renewable loan at 3.25%. We would place it on a 5 year amortization, renewable annually. The payments can be monthly or quarterly, whichever you choose.

Thanks for the opportunity,

Brian Sterkel  
InterBank

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**From:** Kim Biggs [mailto:kbiggs@cityofguthrie.com]  
**Sent:** Monday, October 28, 2013 11:57 AM  
**To:** [barry.anderson@fmbankok.com](mailto:barry.anderson@fmbankok.com); [ldowding@bancfirst.com](mailto:ldowding@bancfirst.com); Brian Sterkel; [drew@govcap.com](mailto:drew@govcap.com); [dhardin@osbbank.com](mailto:dhardin@osbbank.com); Vick, Taylor; Dillon.Doug; [smount@welchstatebank.com](mailto:smount@welchstatebank.com)  
**Subject:** Request for Lease/Purchase Quote

The City of Guthrie is requesting a 5 year lease to purchase quote for the purchase of a 2013 Dump Truck with additional add-on items.

The amount to be financed is: \$135,860

If possible, please provide a quote with interest rates on a monthly, quarterly, and annual payment basis by 10:00 a.m. Wednesday, October 30.

See attached for more details.

Thanks,

## Kim Biggs

Purchasing Agent/Deputy City Clerk  
City of Guthrie  
P.O. Box 908  
Guthrie, Oklahoma 73044  
405.282.0495 (o)  
405.282.6898 (f)  
[www.cityofguthrie.com](http://www.cityofguthrie.com)

When emailing confidential information (Account Numbers, SSN/TIN, etc.), please do not reply directly to this e-mail message as we cannot guarantee the information will be encrypted and secure. You may use [www.csiesafe.com](http://www.csiesafe.com) to securely e-mail confidential information to a bank employee. Follow the "New User" link on the front page to enable your free account.

The information transmitted hereby, including attachments, is intended exclusively for the individual or entity to which it is addressed and might contain confidential or privileged information. All use of this information by anyone other than the intended recipient is prohibited. If you receive this communication in error, please contact the sender immediately and delete the communication and attachments from your computers and systems. Although this communication is believed to be free of virus or other defect, it is your responsibility to ensure that it is virus free and we accept no responsibility for any loss or damage arising in the event a virus or defect exists.



State of Oklahoma  
 Department of Central Services  
 Central Purchasing

2013  
 \$135,860

Notice of Statewide Contract  
 Award

Official signed contract documents are on file with DCS-Central Purchasing.

**Contract Title:** Medium Duty Trucks Contract

**Statewide Contract #:** SW035T

**Contract Issuance Date:** February 4, 2013

**Total Number of Vendors:** 5 (For details see: Vendor Information Sheet)

**Contract Period:** February 4, 2013 through December 31, 2013

**Agreement Period:** February 4, 2013 through December 31, 2013

**Authorized Users:** All State Departments, Boards, Commissions, Agencies and Institutions. Counties, Cities, School Districts and Municipalities may avail themselves of this contract.

**Contract Priority:** This Contract is Mandatory.

**Type of Contract:** Firm Fixed Price.

**DCS-CP Contact:** Laura Bybee  
**Title:** Contracting Officer

**Phone:** 1 - 405 - 522 - 1037  
**Fax:** 1 - 405 - 522 - 1077  
**Email:** laura.bybee@omes.ok.gov

Total  
 \$135,860

\* 90-120 day expected delivery from date of order



State of Oklahoma  
Department of Central Services  
Central Purchasing

Awarded Vendors Information

PAGE 2 OF 3



**Vendor Name:** Roberts Truck Center

**Vendor ID#:** 0000305642

**Vendor Address:** Address: 1735 W. Reno Avenue

City: Oklahoma City

State: OK

Zip Code: 73106

**Contact Person Name:** Andrew Johnson

**Phone #:** 1 - 405 - 236 - 2792 x 60540

**Title:** Sales Representative

**Fax #:** 1 - 405 - 235 - 2541

**Email:** [andrewjohnson@robertstruck.com](mailto:andrewjohnson@robertstruck.com)

**Website:** [www.robertstruckcenter.com](http://www.robertstruckcenter.com)

**Authorized Location:**  Locations list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

**Contract ID #:** 0-3335

**Delivery:**

**Minimum Order:**

**P/Card Accepted**  Yes

No

**Other:**

**Vendor Name:** Mack Truck Sales of Tulsa, Inc.

**Vendor ID#:** 0000330121

**Vendor Address:** Address: 5301 W. 60<sup>th</sup> South

City: Tulsa

State: OK

Zip Code: 74107

**Contact Person Name:** Kenny Smith

**Phone #:** 1 - 918 - 446 - 5571

**Title:** Sales Manager

**Fax #:** 1 - 918 - 446 - 7401

**Email:** [ksmith@tulsamack.com](mailto:ksmith@tulsamack.com)

**Website:** [www.macktulsa.com](http://www.macktulsa.com)

**Authorized Location:**  Locations listing attached as (*attachment title*)

Address:

City:

State:

Zip Code:

**Contract ID #:** 0-3336

**Delivery:**

**Minimum Order:**

**P/Card Accepted:**  Yes

No

**Other:**



Item # 0070-51-20-100  
 Medium Duty, 46,000 -  
 52,000 # Truck

Dealer Name: Roberts Truck Center

Make Bidding: International

Model Bidding: Workstar 7400

Model Code: SF625

Engines	Options	Mfg. Code/Notes	Cost
Gas Engine	List Specs	Gas Engine Not Available	
Software/Cable	Software/Cable	Service Maxx with cable	\$1,500
<b>Transmission</b>			
Delete Front PTO	Delete Front PTO Adaptation with Integral Frame Extension/Front Bumper with Stationary Grille	DELETE 12851, 01WDS	-\$301
#25 Transmission	10 Speed, Manual, O/D with "C" Series Rating	13GGM, Fuller FRO-11210 "C"	-\$4,658
<b>Front Axle</b>			
Front Axle	14000 lb W/ 14000 Springs	02ARV, 03ADD. Includes Tires to meet GVWR	\$882
Front Axle	16000 lb w/ 16,000 Springs	02ARU, 03ACP. Includes Tires to meet GVWR	\$1,980
Front Axle	18000 lb with 18000 Springs	02ARZ, 03ACR. Includes Tires to meet GVWR	\$2,059
<b>Body &amp; Chassis</b>			
# 3 CA	Increase to 120" CA, Clear	01WGX	\$0
# 4 CA	Increase to 138" CA, Clear	01WGX	\$0
CA	Increase to 150" CA, Clear	01WGX	\$0
CA	Increase to 186" CA, Clear	01WGY	\$292
# 5 Body	4 Door Crew Cab	16196	\$5,562
#32 Frame	Frame Reinforcement C Channel Type. 120,000 PSI	01GBP "C" Channel Reinforcement	\$647
# 33 Frame	Front Frame Extension W/O PTO Adaptor	01WDS. Integral Front Frame Extension with out PTO Adaptor	-\$58
# 34 Cab Mounts	Air Ride Cab	COMPLY, Standard	\$0
<b>Electrical</b>			
# 19 Switch	High Amp (for attenuator, arrowboard, excess lighting, etc.)	08XBK. 40 Amp	\$55
Worklights	Worklight Accomodation Package, List Specs	08WMA. Wiring effects for customer supplied light	\$27
Additional Wiring	Snowplow Light Electrical Wiring to Front of Frame	08THJ	\$55
<b>Exterior</b>			
# 75 Screen	Grille Mounted Bug Screen	In Base Spec	\$0
# 76 Mirrors	Heated Mirrors	16SDL	\$67
Custom Paint Color	ODOT Yellow (Per ODOT Guidelines)	4421	\$0
Custom Paint Color	Chrome Yellow (Per FAA Guidelines)	4039	\$138
Exhaust	Horizontal	07BDE	-\$100
# 77 Grille	Stationary Grille	In Base Spec	\$0
<b>Interior</b>			
# 9 AC	Delete AC <i>with AC</i>	DELETE AC, HEATER ONLY	-\$400
# 24 Seats	Air Suspension Passenger Seat	16RPV	\$144
# 22 Tilt & Cruise	Tilt Wheel & Cruise Control	5708	\$83
# 89 Safety	Air Bag Both Sides	Not Available	\$0
Instrument Panel	Ergonomic Instrument Panel (Wrap-Around)	16WJT	\$110
Keys	3 Additional Keys Per Truck		\$17
Visor	Visor over Windshield	16XWD. Exterior Sunshade	\$134
Tire Inflator Tool	Air Cab Blower with Tire Inflator Tool	Not Available	\$0
<b>Safety</b>			
Alarm	Park Brake Alarm	08WXD	\$27
<b>Tires &amp; Wheels</b>			
# 21 Tires	Rear Tires, Highway tread		-\$289
Spare Wheel	Steel Spare Wheel	26DRA	\$100
Tires for 14,000 lb Axle	List Specs	Included in Axle Pricing	\$0
Tires for 16,000 lb Axle	List Specs	Included in Axle Pricing	\$0
Tires for 18,000 lb Axle	List Specs	Included in Axle Pricing	\$0
<b>Towing</b>			
# 20 Hooks	Front Tow Hooks	1570	\$27
#35 Trailer Connection	Air & Electric, 4 Wheel W/ Hand Control Valve/Tractor Protection Valve/7 Way Wiring	4619 08TME	\$319
<b>Delivery</b>			
# 98 Delivery Cost	Price to Deliver Truck more than 150 miles	\$1.00 per mile	\$1
<b>Other</b>			
Deduct for orders of multiple vehicles to same location	List # of vehicles to qualify	No Deduct for multiple orders	\$0

**ATTACHMENT A  
EQUIPMENT SPECIFICATION  
HYDRAULIC SYSTEM #9-02  
FRONT MOUNTED P.T.O.**

**GENERAL:** THE FOLLOWING SPECIFICATIONS ARE FOR A HYDRAULIC CONTROL SYSTEM DESIGNED TO HAVE A CAB LOCATED ELECTRICAL PANEL ALLOWING TOTAL CONTROL OF ALL HYDRAULIC FUNCTIONS. A RESERVOIR TANK, CONTROL VALVES, AND A FRONT CRANKSHAFT DRIVEN CONTINUOUS DRIVE PUMP. THIS SYSTEM TO BE COMPATIBLE WITH DUMP BODIES, 86-B-4 AND 86-B-10 DESCRIBED ON THE FOLLOWING PAGES OF THIS SPECIFICATIONS.

**NOTE:** THIS HYDRAULIC SYSTEM MUST BE A CURRENT MANUFACTURED SYSTEM. PROTOTYPES ARE NOT ACCEPTABLE. A DEMONSTRATION MAY BE REQUIRED PRIOR TO THE AWARD OF THIS CONTRACT.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION, FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

**VENDOR'S PROPOSED:** MAKE: Muncie Power Products  
MODEL: MP2 Advantage  
PRICE EACH: \$12190.00

**MINIMUM REQUIREMENTS**

**SPECIAL HYDRAULIC SYSTEM:** THE SUPPLIER IS RESPONSIBLE FOR COMPATIBILITY OF ALL COMPONENTS. THE DESIGN OF THE CIRCUIT OR CIRCUITS SHALL BE SUCH THAT TEMPERATURES SHALL NOT EXCEED 160 DEGREES F. DURING CONDITIONS DEEMED AS NORMAL OPERATIONS AND SPEEDS FOR THE CONTROL OF ICE AND SNOW REMOVAL BY THE OKLAHOMA DEPARTMENT OF TRANSPORTATION. HOSES SHALL HAVE SWIVEL CONNECTIONS ON BOTH ENDS, UNLESS A QUICK DISCONNECT FITTING IS SUPPLIED AND SHALL HAVE ALL JIC FITTING AND FITTING AND ADAPTERS.  
PROPOSAL BID: Comply

BIDDER SHALL UTILIZE HYDRAULIC VALVES (SOLENOID OPERATED) INSTALLED AND PRE-PLUMBED BY THE MANUFACTURER WITHIN A WEATHER TIGHT COMPARTMENT OF THE RESERVOIR.  
PROPOSAL BID: Comply

SYSTEM WILL PROVIDE, IF NECESSARY, MAXIMUM PRESSURE PROTECTION TO ALL FUNCTION REGARDLESS OF TYPE OR NUMBER USED. THESE PRESSURE CONTROL VALVES SHALL PROVIDE THE RECOMMENDED PRESSURE AS MINIMUM REQUIREMENTS AS FORTH BY THE OEM EQUIPMENT MANUFACTURE.  
PROPOSAL BID: Comply

ELECTRONIC COMMUNICATION BETWEEN THE IN-CAB CONTROLS AND THE VALVE/TANK ENCLOSURE SHALL BE CARRIED VIAI THE TRUCKS EXISTING 12 VOLT SYSTEM. NO HARNESS OF ANY KIND SHALL BE REQUIRED FOR COMMUNICATING SYSTEM COMMANDS. SENDING COMMANDS OVER THE TRUCKS' ECU OR CAN-BUS COMMUNICATION CHANNEL, J1939, IS NOT ACCEPTABLE  
PROPOSAL BID: Comply

HYDRAULIC RESERVOIR: THE HYDRAULIC RESERVOIR SHALL HAVE A CAPACITY OF NO LESS THAN 35 GALLONS AND SHALL BE FABRICATED OUT OF 10 GAUGE STEEL WITH HEAVY DUTY MOUNTING BRACKETS. IT SHALL BE POWDER COATED. TANK/VALVE ENCLOSURE SHALL BE UNITIZED TO SAVE SPACE. THE LID SHALL BE REMOVABLE WITHOUT THE USE OF TOOLS WHILE THE DUMP BODY IS IN THE LOWERED POSITION FOR EASE OF MAINTENANCE. THE RESERVOIR SHALL BE EQUIPPED WITH MAGNETIC DRAIN PLUG; NATURALLY ASPIRATED FILLER/BREATHER CAP RATED TO 40 MICRON AND A LOW OIL/HOT OIL SENSOR.

PROPOSAL BID: Comply

RESERVOIR TANK WILL BE PROVIDED WITH A SIGHT GAUGE MOUNTED IN THE BEST POSITION FOR VIEW AND PROTECTION OF SIGHT GAUGE ASSEMBLY.

PROPOSAL BID: Comply

HYDRAULIC OIL FILTER: HYDRAULIC OIL FILTER SHALL BE TOP MOUNTED IN THE RESERVOIR AND SHALL HAVE A 10 MICRON ABSOLUTE RATING AND BE CAPABLE OF 60 GPM. THE FILTER SHALL INCLUDE A VISUAL AND ELECTRICAL BY-PASS INDICATOR. A WARNING LIGHT WITH WEATHER-PAK CONNECTION SHALL BE MOUNTED IN THE CAB ON THE CONTROL PEDESTAL IN VIEW OF DRIVER. ALL RETURN HYDRAULIC FLOW SHALL PASS THROUGH THE FILTER.

PROPOSAL BID: Comply

HYDRAULIC OIL: RESERVOIR AND ENTIRE SYSTEM SHALL BE FILLED WITH PHILLIPS OR EQUAL. RATED AW32 FOR ANY ANTI-WEAR HYDRAULIC OIL REQUIREMENTS, NEEDING ANTI-FOAM, ANTI-RUST, ANTI-LEAK AND MOTOR OR PUMP WEAR INHIBITORS.

NOTE: EACH UNIT SHALL BE ON FULL MARK AT THE TIME OF DELIVERY.

PROPOSAL BID: Comply

HYDRAULIC VALVE ASSEMBLY: THE HYDRAULIC VALVE ASSEMBLY SHALL BE RATED TO 35 GPM AND 3000 PSI. IT SHALL PROVIDE PRESSURE COMPENSATED, LOAD SENSING PERFORMANCE REGARDLESS OF PUMP DESIGN. ALL PORTS SHALL BE SAE O-RING TYPE. ALL SOLENOIDS ARE TO BE CURRENT-COMPENSATING TO ASSURE CONSISTENT PERFORMANCE AND REDUCE SOLENOID FATIGUE. CHANGING FROM SINGLE ACTING TO DOUBLE ACTING DOES NOT REQUIRE CHANGING ANY CARTRIDGES (ONLY CHANGES IN PROGRAMMING). ALL FUNCTIONS SHALL BE ELECTRICALLY SHIFTED. SOLENOIDS SHALL HAVE MANUAL OVERRIDES AS REQUIRED (HOIST UP, HOIST DOWN, PLOW UP AND SPREADER FUNCTIONS FOR DIAGNOSTIC PURPOSES). BASIC VALVE CONTAINING UNLOADER, HOIST, PLOW AND SPREADER FUNCTIONS SHOULD BE MADE UP OF ONLY 2 BLOCKS TO REDUCE LEAK POINTS (NO "SPOOLS-IN-A-BORE" ARE ACCEPTABLE). REPAIR TO ANY OPERATION MUST BE MADE BY SIMPLY REPLACING A CARTRIDGE (LIKE A SOLENOID OR A RELIEF).

THE MANIFOLD VALVE SHALL OPERATE THE FOLLOWING EQUIPMENT: SINGLE ACTING TELESCOPIC OR UNDERBODY HOIST; 3 POSITION, 3 WAY HIGH CAPACITY FRONT PLOW W/SA OR DA RAISE, DA ANGLE AUGER/CONVEYOR WITH GROUND SPEED ORIENTATION SPINNER WITH VARIABLE OPERATOR CONTROL FOR BROADCAST WIDTH

PROPOSAL BID: Comply

CONTROL CONSOLE: A SEAT MOUNTED CONSOLE SHALL BE PROVIDED THAT MOVES WITH THE SEAT AND IS TO BE ADJUSTABLE FOR GREATER OPERATOR

GRADE 50 HI-TENSILE. PROPOSAL BID: Knee Braced

SIDE VERTICAL BRACES: 6, 3 EACH SIDE CONTINUOUS WELD.  
PROPOSAL BID: Comply

CORNER POST REAR: 2 W/2 SPREADER CHAINS  
PROPOSAL BID: Comply

RUB RAILS: FULL LENGTH SLOPING. PROPOSAL BID: Comply

GATE HANDLES: 2, 1 ON EACH SIDE OF GATE:  
PROPOSAL BID: Comply

LIGHTS: TWO LED STOP, TURN, OVAL TYPE INSTALLED IN REAR VERTICAL BOLSTERS.  
PROPOSAL BID: Comply

CLEARANCE LIGHTS: 4 LED, 1 EACH CORNER ICC APPROVED TO BE INSTALLED  
UNDER CORNER OF BED, FRONT AND REAR.  
PROPOSAL BID: Comply

6 METAL BASE REFLECTORS: 2 EACH SIDE, 2 REAR MOUNTED ON END GATE, LCC  
APPROVED. NOTE: THESE REFLECTORS MUST BE HOUSED TYPE WITH SCREW OR  
BOLT TYPE MOUNTING, STICK-ON TYPE IS NOT ACCEPTABLE.  
PROPOSAL BID: Comply

BANJO EYES: 4, 2 EACH SIDE 3/8" STEEL 4-3/8" X 5" EXTEND BEYOND REAR POST.  
PROPOSAL BID: Comply

SIDEBOARD GUSSETS: 4-6" DEEP 3" WIDE.  
PROPOSAL BID: Comply

SIDEBOARD EXTENSIONS: 2-5/8" X 6" - 10 GA. GRADE 50 HI-TENSILE CHANNEL STEEL,  
BOXED FULL LENGTH. PROPOSAL BID: Comply

NOTE: THE FLAT SIDE OF THE CHANNEL TO BE TO THE OUTSIDE OF THE BED. THIS  
IS TO ELIMINATE EDGES, WHICH MIGHT COLLECT MATERIALS ON THE OUTSIDE OF  
THE BED. PROPOSAL BID: Comply

TAILGATE: DOUBLE ACTING 2/2 VERTICAL BRACES.  
PROPOSAL BID: Comply

TAILGATE HARDWARE: UPPER OFFSET TAILGATE HINGES.  
PROPOSAL BID: Comply

TWO TAILGATE CHAIN BRACKETS ARE TO BE WELDED ON EACH SIDE OF THE BED,  
ONE NEAR THE TOP AND THE OTHER NEAR THE BOTTOM. THESE DOUBLE BRACKETS  
(4 PER BED) ARE TO PROVIDE CHAIN SUPPORTS FOR THE TAILGATE WHEN IT IS  
HINGED FROM THE TOP OR THE BOTTOM.  
PROPOSAL BID: Comply

CAB COVER: CAB COVER APPROXIMATELY 1/2 OVER TRUCK CAB MOUNTED ON FRONT  
OF DUMP BED. PROPOSAL BID: Comply

FOR USE WITH DIESEL ENGINE:  
MODEL PL1-13-09BSBB

PROPOSAL BID: Comply

ELECTRICAL WIRING: WIRING TO BE IN LOOM AND PROPERLY SECURED TO FRAME TO PREVENT SAGGING. ALL WIRE CONNECTIONS SHALL BE MADE WITH HEAT SHRINK CONNECTORS OR WEATHER PACKS. A FUSE BLOCK IS TO BE USED FOR ALL FUSES FOR HYDRAULICS AND BODY. MATERIAL TO BE OF SUFFICIENT QUALITY TO INSURE A LIFE OF FIVE (5) YEARS.

PROPOSAL BID: Comply

**PILOT DEMONSTRATION UNIT:**

THIS WILL BE THE FIRST TRUCK TO RECEIVE THE COMPLETE INSTALLATION OF THIS HYDRAULIC POWER SYSTEM. AFTER THIS INSTALLATION HAS BEEN COMPLETED, THE INSTALLER MUST CALL THE DEPARTMENT OF TRANSPORTION FOR AN INSPECTION. NO OTHER INSTALLATIONS SHOULD BE STARTED UNTIL THE PILOT UNIT HAS BEEN INSPECTED AND APPROVED. THIS INSPECTION AND TESTING COULD TAKE TEN (10) WORKING DAYS.

PROPOSAL BID: Comply

NOTE: THE INSTALLATION AND DELIVERY (IF SPECIFIED) WILL BE THE SOLE RESPONSIBILITY OF THE BIDDING VENDOR, WHO MUST ESTABLISH A PRIORITY SCHEDULE BASED ON THE DATE OF THE PURCHASE ORDER. INSTALLATIONS WILL BE MADE THE RATE OF 2 UNIT PER 15, STARTING 60 DAYS AFTER THE NEW TRUCKS ARE DELIVERED TO THE INSTALLATION POINT.

COMPLETE THE FOLLOWING: GIVE NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON RESPONSIBLE FOR INSTALLATION AND DELIVERY:

NAME: Kurt Olson or Kurt Schroeder / Southwest Trailers & Equipment L.L.C.  
ADDRESS: 10400 West Reno Oklahoma City, OK 73127  
PHONE: (800) 375-6307 (405) 943-9851 DATE: 6/18/2012

NOTE: INSTALLATION, SERVICE AND WARRANTY MUST BE PROVIDED WITHIN THE STATE OF OKLAHOMA.

COMPLIANCE: BIDDER SHALL FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION. BIDDER SHALL FURNISH A STATEMENT IN WRITING IF EQUIPMENT PROPOSAL STRICTLY MEETS OR EXCEEDS THESE MINIMUM SPECIFICATIONS, IF IT DOES NOT, HE SHALL LIST EACH VARIATION THEREFROM, FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES UNDER THESE SPECIFICATIONS.

VENDOR'S STATEMENT: (EQUIPMENT PROPOSED COMPLIES) YES X NO     

DEALER: Southwest Trailers & Equipment L.L.C.  
SIGNATURE: [Signature]  
ADDRESS: 10400 West Reno Oklahoma City, OK 73127  
PHONE: (800) 375-6307 (405) 943-9851 DATE: 6/18/2012

EQUIPMENT SPECIFICATION



State of Oklahoma  
Department of Central Services  
Division

SW500 Guide to Southwest  
Trailers Contract 3080

LINE #1 is for Heavy Duty 10' Stainless Steel Spreaders. There are 3 Brands offered. The base price and options asked for by DOT specs are listed in the line item.

LINE #2 is for Heavy Duty 10' Spreaders that are not stainless steel. There are 2 Brands offered. The base price and options asked for by DOT are listed in the line item.

LINE #3 is for Heavy Duty 14' Stainless Steel Spreaders. There are 3 Brands offered. The base price and options asked for by DOT are listed in the line item.

LINE #4 is for Heavy Duty 13' Stainless Steel Spreaders. There are 3 Brands offered. The base price and options asked for by DOT are listed in the line item.

LINE #5 is for Spreader options/accessories other than those listed in the DOT SPECS.

LINE #6 is for Parts for Spreaders.

LINE #7 is for a V-box Prewet 200 gallon spreader. There are 2 brands offered. The base price and options asked for by DOT are listed in the line item.

LINE #8 is for a V-box Prewet 250 gallon spreader. There are 3 brands offered. The base price and options asked for by DOT are listed in the line item.

LINE #9 is for a Hydraulic Truck Cross Conveyor. There are two brands offered.

LINE #10 is for options/accessories for the V-box spreaders.

LINE #11 is for parts for the V-box spreaders.

LINE #12 is for a heavy Duty Snow Plow. There are 2 brands offered. The base price and options asked for by DOT are listed in the line item.

LINE #13 is for a Light Duty Snow Plow. There is 1 brand offered. The base price and options asked for by DOT are listed in the line item.

LINE #14 is for a Mid Duty Snow Plow. There are 2 brands offered. The base price and options asked for by DOT are listed in the line item.

LINE #15 is for Snow Plow parts.

LINE #16 is for Snow Plow options/accessories.

LINE #17 is for an 18' runway plow. 1 Brand is offered.

LINE #18 is for a 20' runway plow. 1 Brand is offered.

LINE #19 is for runway plow options/accessories.

LINE #20 is for runway plow parts.

LINE #21 is for a Heavy Duty 14' Spreaders that are not stainless steel. 2 Brands are offered. The base price and options asked for by DOT are listed in the line item.

LINE #22 is for installation and repairs labor rate per hour.







\*\*\*If other options are ordered, please use the line allocated to options/accessories. \*\*\*

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LINE #1000027636—LIGHT DUTY SNOW PLOW

This vendor offers one brand of this snow plow.

DOT Spec #78-01 Lt Duty  
Vendor's Brand: VALK.  
Vendor's Model: RV111-116.  
Price \$6,373.00

Add Option 1. Hydraulic reverse Mechanism see DOT specs. Included in base price.

Add Option 2. Deflector. Rubber snow shield installed at factory: \$250.00

Add Option 3: Installation in Oklahoma by a qualified up fitter: \$1,728.00

Add Option 4: Plow lights. Installed. \$494.00

Add Option 5: 10' Plow. \$-84.00 (minus)

Add Option 6: 12' Plow. \$222.00

Add Option 7: 36" tall plow. \$222.00

\*\*\*If other options are ordered, please use the line allocated to options/accessories. The options listed were priced at the time of the solicitation response.\*\*\*

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LINE #27637—MID DUTY SNOW PLOW

This vendor offers two brands of this snow plow. The following pertains to the MONROE.

DOT Spec #78-01 Mid Duty

Vendor's Brand: MONROE.  
Vendor's Model: MP36R11-ISCT.  
Base Price \$7,767.00

Add Option 1. Deflector. Rubber snow shield installed at factory: \$142.00.

Add Option 2. Installation. In Oklahoma by a qualified up fitter. \$1,728.00

Add Option 3. Plow Lights Installed. \$494.00

Add Option 4. Moldboard. 3/16" in lieu of 10 gauge. \$228.00

Add Option 5. 10' Plow. \$-141.00 (minus)

Add Option 6. 12' Plow. \$141.00

Add Option 7. 42" tall plow. \$133.00

\*\*\*If other options are ordered, please use the line allocated to options/accessories. \*\*\* The options listed were priced from the solicitation response. \*\*\*

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The following pertains to the BUYERS.

DOT Spec #78-01 Mid Duty

Vendor's Brand: BUYERS.

LINE #1000027687-- Heavy Duty 14' Spreader (not stainless steel)

This line item will be for the 14' steel spreaders. (Not stainless steel) Following are the vendor's two brands and models.

The following pertains to the Monroe.

To order, add the base price plus any options wanted and put the total price in the line item amount.

DOT Spec #15-06/14' Heavy Duty Spreader, Hopper Type for Dump Bed Mounting.

Vendor's Brand: Monroe

Vendor's Model: MV-168-82-56, MS,10/7.

Base Price \$6,982.00

Add Option 1: Top mounted screens & I-beam: \$1,250.00

Add Option 2: Installation, in Oklahoma by qualified up fitter. To include hoses and quick couplers 1 each, 5602-12-12S, 5601-12-12S and 5602-16-16S: \$933.00

Add Option 3: Lights. LED Stop, tail & Turn Lights including any marker lights needed: \$569.00

Add Option 4: Grease Fitting: Extended Grease fitting to frong of Spreader to grease pillow block without removing spreader from dump body: \$97.00

Add Option 5: Inverted V Shield to cover pintle chain: \$202.00

Add Option 6: Larger Capacity. Increase side height to 62": \$626.00

Add Option 7: Lights 2.Two strobes star model 240SFD installed. Upper rear one each side & Two work lights installed one shining on pintle chain and one shining on spinner chute. \$348.00

Add Option 8: Spray Liner. Hopper, Top of sills, inside of hopper body, and inverted V (if installed) to be coated with spray on bed lienr. Example: bullet linings, Rhino lining, or equal. : \$778.00

Total weight with options: 3330 lbs.

\*\*\*If other options are ordered, please use the line allocated to options/accessories. These specific options were bid on at the time of the response to the solicitation. \*\*\*

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The following pertains to the Warren.

To order, add the base price plus any options wanted and put the total price in the line item amount.

DOT Spec #15-06/14' Heavy Duty Spreader, Hopper Type for Dump Bed Mounting.

Vendor's Brand: Warren

Vendor's Model: AC-2420A-14.

Base Price \$8,199.00

Add Option 1: Top mounted screens & I-beam: \$1,333.00

Add Option 2: Installation, in Oklahoma by qualified up fitter. To include hoses and quick couplers 1 each, 5602-12-12S, 5601-12-12S and 5602-16-16S: \$1,367.00

Add Option 3: Lights. LED Stop, tail & Turn Lights including any marker lights needed: \$217.00

Add Option 4: Grease Fitting: Extended Grease fitting to frong of Spreader to grease pillow block without removing spreader from dump body: \$44.00

Add Option 5: Inverted V Shield to cover pintle chain: \$222.00

Add Option 6: Larger Capacity. Increase side height to 62": \$250.00

Add Option 7: Lights 2. Two strobes star model 240SFD installed. Upper rear one each side & Two work lights installed one shining on pintle chain and one shining on spinner chute. \$483.00

Add Option 8: Spray Liner. Hopper, Top of sills, inside of hopper body, and inverted V (if installed) to be coated with spray on bed liner. Example: bullet linings, Rhino lining, or equal. : \$778.00

Total weight with options: 2709 lbs.

\*\*\*If other options are ordered, please use the line allocated to options/accessories. These specific options were bid on at the time of the response to the solicitation. \*\*\*

LINE #100008833- labor rate per hour for installations and repairs: \$72.00 per hour.

LINE ITEM #1000028669—Heavy Duty Spreader. Hopper Type for dump bed mounting.

This vendor offers one brand of this spreader.

To order, add the base price plus any options wanted and put the total price in the line item amount.

DOT Spec #15-3/4 ton. Heavy Duty Spreader. Hopper Type for Dump Bed Mounting.

Vendor's Brand: BUYERS

Vendor's Model: 1400601SS.

Base Price \$4,134.00.00

Add Option 1: Installation, in Oklahoma by qualified up fitter. \$459.00

\*\*\*If other options are ordered, please use the line allocated to options/accessories. These specific options were bid on at the time of the response to the solicitation. \*\*\*

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LINE #1000028670—SNOW PLOW FRONT MOUNTED REVERSIBLE WITH SAFETY TRIP for ¾ ton and 1 ton trucks.

This vendor bid one brand for this plow.

Brand: BUYERS

Model #EX 75

Base Price: \$3,567.00

Option 1. Installation in the State of Oklahoma by a qualified up fitter: \$1,223.00

\*\*\*If options are ordered, please use the line allocated to options/accessories.\*\*\*

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**EQUIPMENT SPECIFICATION  
OPTIONS FOR STEEL HYDRAULIC DUMP BED**

**ALTERNATE LOAD SENSING PUMP:** THE HYDRAULIC PUMP WILL BE CRANKSHAFT DRIVEN USING 1280/1310 DRIVELINE COMPONENTS. THE HYDRAULIC PUMP SHALL BE A MUNCIE PVJ075 OR EQUAL LOAD SENSING VARIABLE DISPLACEMENT WITH 4.58 CID. SWASHPLATE RESPONSE TIME SHALL BE 25 MS OR LESS AND RATED TO 5250 PSI INTERMITTENT DUTY. CASE DRAIN SHALL BE ROUTED DIRECTLY BACK TO TANK WITHOUT PASSING THROUGH THE FILTER. IF THIS OPTION IS CHOSEN NO CHANGES TO THE VALVE ARE REQUIRED. PRICE EACH: \$1644.00

**OPTIONAL HYDRA LIQUID CONTROL:** PROVISION SHALL BE MADE TO ADD A MANIFOLD SECTION THAT INTERFACES BETWEEN THE STANDARD MP2 ADVANTAGE MANIFOLDS OR EQUAL TO PROVIDE AN AUXILIARY WORK PORT FOR DRIVING A HYDRAULIC MOTOR FOR LIQUID SPRAYING OPERATIONS (A 3/4" HOSE LOCATED ON THE DRIVERS SIDE). THE INTERFACE MANIFOLD SHALL EMPLOY A 0-20 GPM PRESSURE COMPENSATED PROPORTIONAL FLOW CONTROL CARTRIDGE. THE INTERFACE MANIFOLD SHALL HAVE INTERFACE CONNECTIONS FOR PRESSURE, TANK AND LOAD-SENSE. THE PROPORTIONAL FLOW CONTROL VALVE SHALL BE OPERABLE FROM THE LIQUID OUTPUT OF THE MP2 ADVANTAGE CONTROL PANEL THROUGH THE MASTER MODULE. PRICE EACH: \$781.00

**SPECIFICATIONS FOR GROUND CRANK TARP SYSTEM:** DUMP BODY COVERING SYSTEM, WITH A GROUND LEVEL OPERATED CRANK ASSEMBLY. THE LENGTH TO BE ADEQUATE TO PROPERLY COVER THE DUMP.

THE CRANK ASSEMBLY TO BE GROUND LEVEL MOUNTED ON DRIVER SIDE OF DUMP BODY AT LOWEST POINT POSSIBLE. CRANK TO HAVE LOCKING DEVICE AND BRAKE SYSTEM. CHAIN GUARD REQUIRED.

THE ARMS TO BE POWERED BY SPRING ASSEMBLY MOUNTED ON EACH SIDE OF BODY. THE SPRING AND ARMS TO BE ATTACHED TO SIDE OF BODY BY EXTENSION SPRING. A BENT ARM CONSTRUCTED (5) PIECES, FROM 14 GA. 1.25" SQUARE TUBING. ARM SECTIONS SHALL TELESCOPE TO ALLOW FOR LENGTH AND WIDTH ADJUSTMENT AND MUST BE REPLACEABLE.

THE ROLL-UP BAR ASSEMBLY IS TO BE 1" DIAMETER STEEL TUBE. MOUNTING PLATES SHALL BE STEEL WITH PRE-LUBRICATE BEARINGS, CONSTRUCTED FROM A MINIMUM OF 3/16" STEEL PLATE.

THE TARP MATERIAL SHALL BE VINYL COATED NYLON OR POLYESTER MESH, SUITABLE FOR COVERING AGGREGATES. TARP TO BE 85" WIDE AND APPROPRIATE LENGTH FOR DUMP BODY. TARP TO HAVE GROMMETS FOR HOOKING WITH TIE DOWNS WHEN NECESSARY.

ALL HARDWARE IS TO BE FURNISHED FOR A STANDARD INSTALLATION.

AERO MODEL 40 OR EQUAL.

PRICE EACH: \$722.00

**SPECIFICATIONS FOR ELECTRIC TARP SYSTEM:** DUMP BODY COVERING SYSTEM, WITH AN ELECTRIC OPERATED ASSEMBLY. THE LENGTH TO BE ADEQUATE TO PROPERLY COVER THE DUMP.

THE ARMS ARE POWERED BY A (2) POWER PACK SPRING ASSEMBLIES MOUNTED ON THE SIDE OF THE DUMP BODY. THE SPRINGS MUST BE FULLY ENCASED, FOR SAFETY AND PROTECTION IN A POLISHED ALUMINUM TWO PIECE CASTING. FOR REPLACEMENT PURPOSES, THE SPRING/ARM ASSEMBLIES MUST BE UNIVERSAL TO ELIMINATE THE NEED FOR DRIVER SIDE AND PASSENGER SIDE COMPONENTS. THE SPRINGS MUST HAVE THE ABILITY TO BE PRE-LOADED WITH TENSION AND MUST NOT REQUIRE WELDING FOR INSTALLATION. THE TOTAL THICKNESS OF THE SPRING ARM ASSEMBLY WHEN INSTALLED IS NOT TO EXCEED 3" WHEN INSTALLED TO THE DUMP BODY.

THE ARM ASSEMBLY SHALL CONSIST OF FIVE (5) PIECES OF HIGH STRENGTH 6061 T6 ALUMINUM EXTRUSIONS WITH AT LEAST A MINIMUM WALL THICKNESS OF .188 FOR ENDS OF THE TUBE FOR STRENGTH PURPOSES. ALL ARM COMPONENTS MUST BE POLISHED. THE ARM SECTIONS SHALL TELESCOPE TO ALLOW FOR LENGTH AND WIDTH ADJUSTMENT, AND MUST BE EASILY REPLACEABLE. ARMS SHOULD BE ANGLED AT APPROXIMATELY 26 DEGREES TO ALLOW THE ARMS TO BE RECESSED IN THE OPEN POSITION.

THE ROLL-UP BAR ASSEMBLY IS TO BE 6061 T6 ALUMINUM EXTRUSIONS WITH ZINC PLATED STEEL MACHINED END SHAFTS. THE ROLL-UP BAR SHALL BE DESIGNED SO THE TARP CAN EASILY BE ATTACHED WITHOUT DRILLING ANY HOLES. THE ROLLER ASSEMBLY MOUNTING PLATES SHALL BE POLISHED ALUMINUM WITH HIGH-SPEED FLANGED, PRE-LUBRICATED BEARINGS.

THE 12-VOLT ELECTRIC MOTOR SHALL HAVE A RIGHT-ANGLE GEAR BOX. THE GEARS MUST BE HARDENED AND GROUND STEEL AND SHALL BE DESIGNED TO ENSURE THE TARP CANNOT BACK DRIVE. THE CAB INSTALLED ROTARY SWITCH IS TO BE SELF CENTERING CONSTRUCTED OF METAL AND MUST BE DESIGNED TO ELIMINATE THE USE OF SOLENOIDS. ALL NECESSARY WIRE FASTENERS AND ELECTRIC HARDWARE TO BE FURNISHED. TARP SWITCH TO BE WIRED AND FUSED IN FUSE BOX AND MARKED.

THE TARP MATERIAL SHALL BE VINYL COATED NYLON OR POLYESTER MESH, SUITABLE FOR COVERING AGGREGATES. THE TARP IS TO FINISH 85" IN WIDTH AND APPROPRIATE LENGTH FOR DUMP BODY. TARP TO HAVE GROMMETS FOR HOOKING WITH TIE DOWNS WHEN NECESSARY.

ALL HARDWARE IS TO BE FURNISHED FOR A STANDARD INSTALLATION.

AERO 575 OR EQUAL.

PRICE EACH: \$1316.00

PINTLE HOOK AND PLATE: FURNISH AND INSTALL PREMIER MODEL 2200 OR EQUAL PINTLE HOOK. HORIZONTAL PULL CAPACITY 100,000 LBS. TONGUE WEIGHT CAPACITY 20,000 LBS. LATCH CAPACITY: 60,000 LBS. MAXIMUM EYE X-SECTION 1-13/16". MINIMUM EYE OPENING: 2". PLATE: 1" STEEL PLATE W/SIDE REINFORCEMENTS WELDED TO REAR FRAME. AIR SERVICE AND EMERGENCY LINES MOUNTED IN PLATE. (TRUCK MUST BE SUPPLIED WITH TRACTOR PACKAGE FOR GLADHANDS TO APPLY) 7 WAY LIGHT BASE. SAFETY HOLDERS FOR CHAINS.

PRICE EACH: \$1423.00

CHIPPER BAR: FURNISH & INSTALL CHIPPER BAR AT REAR FRAME OF DUMP.  
PRICE EACH: \$780.00

ASPHALT 8" EXTENSION PANS: FURNISH AND INSTALL EXTENSION PAN.  
PRICE EACH: \$235.00

AIR TAILGATE: AIR OPERATED TAILGATE IN LIEU OF MANUAL TAILGATE.  
PRICE EACH: \$313.00

POWER TAKE OFF FOR COUNTY PKG: DIRECT MOUNT WITH PUMP FLANGE TYPE,  
ONE (1) SPEED, TWO (2) GEAR, HEAVY DUTY. FOR AUTOMATIC TRANSMISSION  
PRICE EACH: \$974.00  
SHOW MAKE: Muncie  
SHOW MODEL: CS24-A1006-H3BX

TELESCOPIC, FRONT MOUNT HOIST G5384T FOR 5 TO 6 CU YD BODIES: TO BE  
FURNISHED IN LIEU OF STANDARD HOIST.  
PRICE EACH: \$659.00

FURNISH AND INSTALL 8 WHELEN LINEAR STROBES: (SELF STROBING) YOU'RE  
CHOSE OF COLOR (AMBER, WHITE OR ODOT LIGHT PACKAGE) ALL THE SAME OR  
MIXED. (\*\*NOTE IF USING ODOT PACKAGE CUSTOMER NEEDS TO CHECK WITH ODOT  
FOR APPROVAL\*\*) TO BE WIRED AND FUSED TO FUSE BOX THROUGH JUNCTION BOX  
AND MARKED.

PRICE EACH: \$1444.00

FURNISH AND INSTALL 12 MAXIMA (MODEL M20370) SELF FLASHING LED STROBES:  
YOU'RE CHOSE OF COLOR (AMBER, WHITE OR ODOT LIGHT PACKAGE) ALL THE SAME  
OR MIXED. (\*\*NOTE IF USING ODOT PACKAGE CUSTOMER NEEDS TO CHECK WITH  
ODOT FOR APPROVAL\*\*) TO BE WIRED AND FUSED TO FUSE BOX THROUGH  
JUNCTION BOX AND MARKED.

PRICE EACH: \$1324.00

ON-SPOT OR EQUAL AUTOMATIC TIRE CHAINS: AIR OPERATED TIRE CHAINS  
PRICE EACH: \$2241.00 PER AXLE

ANY ADDITIONAL OPTIONS (BODY OR HYDRAULICS)  
PROPOSAL DISCOUNT: 40% off SWT&E List

NOTE: INSTALLATION, SERVICE AND WARRANTY MUST BE PROVIDED WITHIN THE  
STATE OF OKLAHOMA.

THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES  
UNDER THESE SPECIFICATIONS.

EQUIPMENT SPECIFICATION  
COUNTY PKG 10 (9-02)  
TRANSMISSION MOUNTED P.T.O.  
10 CUBIC YARD CAPACITY  
STEEL HYDRAULIC DUMP BED  
15 FEET LENGTH

GENERAL: THIS SPECIFICATION SHALL PROVIDE FOR STEEL HYDRAULIC DUMP BEDS, NEW, THE LATEST CURRENT PRODUCTION MODEL. COMPLETE WITH MANUFACTURER'S CERTIFICATE OF WARRANTY AND BE BID LESS ALL APPLICABLE STATE AND FEDERAL TAXED (WARRANTY SHALL BE THE STANDARD FOR THE INDUSTRY AS OFFERED TO THE GENERAL PUBLIC.) THIS BODY SHALL BE EQUIPPED TO MEET ALL FEDERAL AND STATE OF OKLAHOMA SAFETY STANDARDS AND REQUIREMENTS. NO DEALER ADVERTISEMENT SHALL BE AFFIXED TO BED.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION. FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

VENDOR'S PROPOSED:

MAKE: Godwin

MODEL: 500T

PRICE EA: \$13365.00

MINIMUM REQUIREMENTS

BODY SIZE: CAPACITY: 12 YDS. WATER LEVEL, 14 YD. W/SIDE BOARD EXTENSIONS.  
PROPOSAL BID: Comply

LENGTH: 15' FEET  
PROPOSAL BID: Comply

WIDTH: 84 OR 87 INCHES  
PROPOSAL BID: Comply

HEAD HEIGHT: 44 INCHES  
PROPOSAL BID: Comply

TAIL GATE HEIGHT: 44 INCHES  
PROPOSAL BID: Comply

SIDE HEIGHT: 36" WITH 3-1/2" BOXED TOP RAIL DIRT SHEDDING  
PROPOSAL BID: Comply

STEEL THICKNESS: 10 GAUGE GRADE HI-TENSILE.  
PROPOSAL BID: Comply

FLOOR: 2" RADIUS FLOOR TO SIDEWALL FOR EASY CLEAN OUT. 3/16" ONE PEICE  
GRADE 50 HI-TENSILE  
PROPOSAL BID: Comply

CROSS MEMBERS: 8 EACH, 4" 'C' SECTION 5.4# GRADE 50 HI-TENSILE.  
PROPOSAL BID: Comply

LONGITUDINAL: 7" STRUCTURAL CHANNEL 12.25#.  
PROPOSAL BID: Comply

CORNER POSTS REAR: 2 EACH, 10" FULL DEPTH W/EXTRA BRACES  
PROPOSAL BID: Comply

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

MASTER LEASE AGREEMENT

LEASE NUMBER 09176

This MASTER LEASE AGREEMENT (the "Agreement"), dated as of September 6, 2013 is made and entered into by and between SUNTRUST EQUIPMENT FINANCE & LEASING CORP., a Virginia corporation, as lessor ("Lessor"), and CITY OF GUTHRIE, a political subdivision of the State of Oklahoma as lessee ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I. DEFINITIONS AND EXHIBITS**

**Section 1.1. Definitions.** The following terms have the meanings specified below.

"Acceptance Certificate" means each Acceptance Certificate delivered by Lessee as part of an Equipment Schedule certifying as to the delivery, installation and acceptance of Equipment.

"Agreement" means this Master Lease Agreement and all Equipment Schedules hereto.

"Agreement Date" means the date first written above.

"Code" means the Internal Revenue Code of 1986, as amended, together with Treasury Regulations promulgated from time to time thereunder.

"Equipment" means all items of property described in Equipment Schedules and subject to this Agreement.

"Equipment Group" means each group of Equipment listed in a single Equipment Schedule.

"Equipment Schedule" means each sequentially numbered schedule executed by Lessor and Lessee with respect to Equipment Group.

"Escrow Account" means the equipment acquisition account established by Lessor and Lessee with Escrow Agent pursuant to the Escrow Agreement.

"Escrow Agent" means   N/A  , a   N/A   banking corporation, and any successor escrow agent under the Escrow Agreement .

"Escrow Agreement" means the Escrow Agreement, substantially in the form of Exhibit F hereto, to be executed by Lessor, Lessee and Escrow Agent upon the first funding of an Equipment Schedule using the procedure described in Section 2.4.

"Events of Default" means those events described in Section 12.1.

"Fiscal Year" means each 12-month fiscal period of Lessee.

"Funding Date" means, with respect to each Lease, the date Lessor makes payment to the Vendor(s) named in the related Equipment Schedule or reimburses Lessee for the purchase price of the related Equipment Group or, if the procedure described in Section 2.4 is utilized, the date Lessor deposits funds equal to such purchase price into the Escrow Account.

"Interest" means the portion of a Rental Payment designated as and comprising interest as provided in a Payment Schedule.

"Lease" means, with respect to each Equipment Group, this Agreement and the Equipment Schedule relating thereto, which together shall constitute a separate contract between Lessor and Lessee relating to such Equipment Group.

"Lease Date" means, with respect to each Lease, the date so designated in the related Equipment Schedule.

"Lease Term" means, with respect to each Equipment Group, the period during which the related Lease is in effect as specified in Section 3.1.

"Net Proceeds" means any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

"Non-Appropriation" means the failure of Lessee, Lessee's governing body, or, if applicable, the governmental entity from which Lessee

obtains its operating and/or capital funds to appropriate money for any Fiscal Year sufficient for the continued performance by Lessee of all of Lessee's obligations under this Agreement, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Agreement with respect to any Equipment, and from using any moneys to pay any Rental Payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

"Payment Date" means each date upon which a Rental Payment is due and payable as provided in a Payment Schedule.

"Payment Schedule" means the schedule of Rental Payments attached to an Equipment Schedule.

"Principal" means the portion of any Rental Payment designated as and comprising principal as provided in a Payment Schedule.

"Prepayment Price" means the amount so designated and set forth opposite a Payment Date in a Payment Schedule indicating the amount for which Lessee may purchase the related Equipment Group as of such Payment Date after making the Rental Payment due on such Payment Date.

"Rental Payment" means each payment due from Lessee to Lessor on a Payment Date.

"Specifications" means the bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Vendor.

"State" means the state or commonwealth in which Lessee is situated.

"Vendor" means each of the manufacturers or vendors from which Lessee has ordered or with which Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

#### **Section 1.2. Exhibits.**

- Exhibit A: Equipment Schedule including form of Acceptance Certificate and form of Payment Schedule.
- Exhibit B: Form of Tax Agreement and Arbitrage Certificate (Non-Escrow).
- Exhibit C: Form of Resolution of the Governing Body of Lessee relating to each Lease (Non-Escrow).
- Exhibit D: Form of Incumbency Certificate as to each officer or representative of Lessee executing this Agreement or any Lease.
- Exhibit E: Form of Opinion of Counsel to Lessee.
- Exhibit F: Omitted Intentionally.
- Exhibit G-1: Form of Confirmation of Outside Insurance.
- Exhibit G-2: Form of Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance.

#### **ARTICLE II. LEASE OF EQUIPMENT**

**Section 2.1. Acquisition of Equipment.** Prior to the addition of any Equipment Group, Lessee shall provide Lessor with a description of the equipment proposed to be subject to a Lease hereunder, including the cost and vendor of such equipment, the expected delivery date and the desired lease terms for such equipment, and such other information as Lessor may require. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Equipment Schedule relating to the Equipment Group for execution by Lessee and then Lessor. By execution hereof, Lessor has made no commitment to lease any equipment to Lessee. The decision whether Lessor enters into any Lease shall be solely within Lessor's discretion.

**Section 2.2. Disbursement.** Lessor shall have no obligation to make any disbursement to a Vendor or reimburse Lessee for any payment made to a Vendor for an Equipment Group (or, if the escrow procedure described in Section 2.4 hereof is utilized, consent to a disbursement by Escrow Agent) until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a completed Equipment Schedule executed by Lessee; (b) a completed Acceptance Certificate in the form included with Exhibit A hereto executed by Lessee; (c) a certified copy of a resolution or evidence of other official action taken by or on behalf of Lessee to authorize the acquisition of the Equipment Group on the terms provided in such Equipment Schedule; (d) a Tax Agreement and Arbitrage Certificate in the form of Exhibit B attached hereto executed by an authorized official of Lessee; (e) evidence of insurance with respect to the Equipment Group in compliance with Article VII of this Agreement; (f) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment Group in form and substance satisfactory to Lessor; and/or if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (g) financing statements naming Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is part of such Equipment Group and is subject to certificate of title laws; (h) a fully completed and executed Form 8038-G or 8038-GC, as applicable; (i) an opinion of counsel to Lessee substantially in the form of Exhibit E hereto, (j) evidence of payment and performance bonds required by the Equipment Schedule, if applicable, and (k) any other documents or items reasonably required by Lessor. In addition, any such disbursement by Lessor shall be subject to (a) no Event of Default having occurred and (b) no material adverse change in Lessee's business, assets, operations, financial condition or results of operations.

**Section 2.3. Lease; Possession and Use.** Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth herein. Lessee shall have quiet use and enjoyment of and peaceably have and hold each

Equipment Group during the related Lease Term, except as expressly set forth in this Agreement.

**Section 2.4. Escrow Procedure.** If Lessor and Lessee agree that the cost of an Equipment Group is to be paid from an Escrow Account: (a) Lessor and Lessee shall execute an Escrow Agreement substantially in the form of Exhibit F; (b) Lessor and Lessee shall execute an Equipment Schedule relating to such Equipment Group; and (c) Lessor shall deposit an amount equal to the cost of the Equipment Group into the Escrow Account. All amounts deposited by Lessor into the Escrow Account shall constitute a loan from Lessor to Lessee which shall be repaid by the Rental Payments due under the related Lease.

### **ARTICLE III. TERM**

**Section 3.1. Term.** This Agreement shall be in effect from the Agreement Date until the earliest of (a) termination under Section 3.2 or (b) termination under Section 12.2. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.5.

**Section 3.2. Termination by Lessee.** In the sole event of Non-Appropriation, this Agreement and each Lease hereunder shall terminate, in whole, but not in part, as to all Equipment effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Article. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than ninety (90) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor of any anticipated termination. In the event of termination of this Agreement as provided in this Section, Lessee shall comply with the instructions received from Lessor in accordance with Section 12.3.

**Section 3.3. Effect of Termination.** Upon termination of this Agreement as provided in Section 3.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding Fiscal Years, but if Lessee has not complied with the instructions received from Lessor in accordance with Section 12.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

**Section 3.4. Non-substitution.** If this Agreement is terminated by Lessee in accordance with Section 3.2, to the extent permitted by State law, Lessee agrees not to purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any personal property to perform the same functions as, or functions taking the place of, those performed by any of the Equipment, and agrees not to permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee, for a period of one year following such termination; provided, however, these restrictions shall not be applicable in the event the Equipment shall be sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the then applicable Prepayment Prices relating thereto as set forth in the Equipment Schedules; or to the extent the application of these restrictions is unlawful and would affect the validity of this Agreement.

**Section 3.5. Termination of Lease Term.** The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of this Agreement by Lessee in accordance with Section 3.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article V; (c) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

### **ARTICLE IV. RENTAL PAYMENTS**

**Section 4.1. Rental Payments.** Lessee agrees to pay the Rental Payments due as specified in the Payment Schedule in Exhibit A. A portion of each Rental Payment is paid as Interest as specified in the Payment Schedule of each Lease, and the first Rental Payment will include Interest accruing from the Funding Date. Lessor is authorized to insert the due date of the first Rental Payment in the Payment Schedule in Exhibit A. All Rental Payments shall be paid to Lessor, or to such assignee(s) Lessor has assigned as stipulated in Article XI, at such places as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

**Section 4.2. Current Expense.** The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) to the payment of any Rental Payment or other amount coming due hereunder.

**Section 4.3. Unconditional Rental Payments.** Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional. Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes. Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments. Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the

Equipment. Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

**Section 4.4. Rental Payment Adjustment.** If, during the Lease Term for any Lease, the federal corporate income tax rate decreases (whether or not Lessor is actually taxed at the maximum marginal statutory rate) or the federal tax laws are changed to reduce or cap the benefit of the tax exemption for Interest on the Lease (whether or not Lessor is actually subject to such reduction or cap), the annual Interest rate on each Lease shall be adjusted as follows: (a) the Interest rate shall be divided by 0.65, (b) the resulting quotient shall be multiplied by the difference between 1.0 and the actual new maximum federal corporate income tax rate or the effective maximum federal corporate income tax rate after giving effect to any reduction or cap on the benefit of the tax exemption, as applicable, and (c) the resulting amount shall be the new Interest rate for such Lease. Such increase in the Interest rate shall take effect on the effective date of the change in federal tax laws, and shall be applicable to all Leases then in effect. For the fiscal year of Lessee in which the effective date of the change in federal tax law falls, the increased Interest accruing shall be due and payable on the first Rental Payment date in the fiscal year of Lessee following the fiscal year in which the effective date of the change in federal tax law falls. Appropriation of said increased Interest shall be subject to Section 3.2 and failure to appropriate such increased Interest shall result in a termination of the Lease under Section 3.3. Upon an increase in the Interest rate under this Section, Lessor shall provide to Lessee a revised Payment Schedule for each Lease reflecting the increased Interest rate.

#### **ARTICLE V. OPTION TO PREPAY**

**Section 5.1. Option to Prepay.** Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date for the then applicable Prepayment Price (which shall include a prepayment fee) as set forth in the related Payment Schedule, provided there has been no Non-Appropriation or Event of Default.

**Section 5.2. Exercise of Option.** Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under the related Lease (including the Rental Payment due on the Payment Date on which the option shall be effective and the applicable Prepayment Price set forth in the related Payment Schedule. In the event that all such amounts are not received by Lessor on such Payment Date, such notice by Lessee of exercise of its option to prepay shall be void and the related Lease shall continue in full force and effect.

**Section 5.3. Release of Lessor's Interest.** Upon receipt of the Prepayment Price in good funds with respect to any Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

#### **ARTICLE VI. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**Section 6.1. Representations and Warranties of Lessee.** Lessee represents and warrants as of the Agreement Date and as of each Lease Date as follows:

- (a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, each Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and each Lease.
- (b) The execution and delivery of this Agreement and each Lease have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement, each Lease and the acquisition and financing of the Equipment by Lessee.
- (c) This Agreement and each Lease have been duly executed and delivered by and constitutes the valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms.
- (d) The execution, delivery and performance of this Agreement and each Lease by Lessee shall not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.
- (e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any Lease or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or any Lease.
- (f) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(g) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current Fiscal Year, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.

(h) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term. Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto.

**Section 6.2. Covenants of Lessee.** Lessee agrees that so long as any Rental Payments or other amounts due under this Agreement remain unpaid:

(a) Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition would change or impair the originally intended functions, value or use of such Equipment.

(b) Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder.

(c) Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such claim.

(d) The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

(e) Lessee will only use the Equipment will be used by only for the purpose of performing Lessee's essential governmental functions.

(f) Lessee shall assure that its obligation to pay Rental Payments is not directly or indirectly secured by any interest in property, other than the Equipment, and that the Rental Payments will not be directly or indirectly secured by or derived from any payments of any type or any fund other than Lessee's general purpose fund.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements within 180 days each Fiscal Year end; (ii) its annual budget for the succeeding Fiscal Year when approved but not later than 45 days prior to its current Fiscal Year end; and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement and each Lease as may be reasonably requested by Lessor from time to time.

(h) Lessee shall promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

**Section 6.3. Tax Related Representations, Warranties and Covenants.**

(a) *General.* Lessee agrees that it will not take or fail to take any action that would cause the Interest portion of Rental Payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) *Incorporation of Tax Agreement and Arbitrage Certificate.* As of each Lease Date and with respect to each Lease, Lessee makes each of the representations, warranties and covenants contained in the Tax Agreement and Arbitrage Certificate delivered with respect to such Lease. Each such Tax Agreement and Arbitrage Certificate is incorporated herein and made a part of this Agreement.

(c) *Event of Taxability.* If Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to Lessor.

**ARTICLE VII. INSURANCE AND RISK OF LOSS**

**Section 7.1. Liability and Property Insurance.** Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence unless specified differently in the related Equipment Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price.

**Section 7.2. Workers' Compensation Insurance.** If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

**Section 7.3. Insurance Requirements.**

(a) *Insurance Policies.* All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name Lessor and its assigns as an additional insured party and loss payee regardless of any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor and its assigns. Prior to the delivery of Equipment, Lessee shall deposit with Lessor evidence satisfactory to Lessor of such insurance and, prior to the expiration thereof, shall provide Lessor evidence of all renewals or replacements thereof.

(b) *Self Insurance.* With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor in form acceptable to Lessor.

(c) *Evidence of Insurance.* Lessee shall deliver to Lessor upon acceptance of any Equipment evidence of insurance which complies with this Article VII with respect to such Equipment to the satisfaction of Lessor, including, without limitation, the confirmation of insurance in the form of Exhibit G-1 attached hereto together with Certificates of Insurance, when available, or the Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance in the form of Exhibit G-2 attached hereto, as applicable.

**Section 7.4. Risk of Loss.** To the extent permitted by applicable laws of the State, as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property. Whether or not covered by insurance, Lessee hereby assumes responsibility for and agrees to indemnify Lessor from all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses, including reasonable attorneys' fees, imposed on, incurred by or asserted against Lessor that relate to or arise out of this Agreement, including but not limited to, (a) the selection, manufacture, purchase, acceptance or rejection of Equipment or the ownership of the Equipment, (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (c) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (d) the conduct of Lessee, its officers, employees and agents, (e) a breach of Lessee of any of its covenants or obligations hereunder, (f) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (g) any strict liability under the laws or judicial decisions of any state or the United States. This provision shall survive the termination of this Agreement.

**Section 7.5. Destruction of Equipment.** Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. Lessor may inspect the Equipment at any time and from time to time during regular business hours. If all or any part of the Equipment is stolen, lost, destroyed or damaged beyond repair ("Damaged Equipment"), Lessee shall within thirty (30) days after such event either: (a) replace the same at Lessee's sole expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, and otherwise satisfactory to Lessor, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the related Equipment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Lessee fails to notify Lessor; (b) Lessee and Lessor fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable. The Net Proceeds of insurance with respect to the Damaged Equipment shall be made available by Lessor to be applied to discharge Lessee's obligation under this Section.

**ARTICLE VIII. OTHER OBLIGATIONS OF LESSEE**

**Section 8.1. Maintenance of Equipment.** Lessee shall notify Lessor in writing prior to moving the Equipment to another address and shall otherwise keep the Equipment at the address specified in the related Equipment Schedule. Lessee shall, at its own expense, maintain the Equipment in proper working order and shall make all necessary repairs and replacements to keep the Equipment in such condition including compliance with State and federal laws. Any and all replacement parts must be free of encumbrances and liens. All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and as such, shall be subject to the terms of this Agreement.

**Section 8.2. Taxes.** Lessee shall pay all taxes and other charges which are assessed or levied against the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor, except as expressly limited by this Section. Lessee shall pay all utilities and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body that may be secured by a lien on the Equipment. Lessee shall not be required to pay any federal, state or local income, succession, transfer, franchise, profit, excess profit, capital stock, gross receipts, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

**Section 8.3. Advances.** If Lessee shall fail to perform any of its obligations under this Article, Lessor may take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

#### **ARTICLE IX. TITLE**

**Section 9.1. Title.** During the Lease Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modification shall be in Lessee and Lessee shall take all action necessary to vest such ownership and title in Lessee. Lessor does not own the Equipment and by this Agreement and each Lease is merely financing the acquisition of such equipment for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage or maintenance of the Equipment.

**Section 9.2. Security Interest.** In order to secure Lessee's payment of all Rental Payments and the performance of all other obligations hereunder, Lessee hereby grants to Lessor a continuing, first priority security interest in and to (a) the Equipment, all repairs, replacements, substitutions and modifications thereto; (b) in all moneys and investments in the Escrow Account (if any); and (c) and all proceeds of the foregoing. Lessee hereby authorizes Lessor to prepare and file such financing statements and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee will join with Lessor in executing such documents and will perform such acts as Lessor may request to establish and maintain Lessor's valid first lien and perfected security interest. Upon Lessor's request, Lessee shall obtain, at Lessee's expense, a waiver of any interest in the Equipment from any landlord, mortgagee or any other party holding an interest in the real property on which the Equipment is or will be located. Upon Lessor's request, Lessee shall conspicuously mark the Equipment, and maintain such markings during the Lease Term, to clearly disclose Lessor's security interest in the Equipment. Upon termination of a Lease through exercise of Lessee's option to prepay pursuant to Article V or through payment by Lessee of all Rental Payments and other amounts due with respect to an Equipment Group, Lessor's security interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in such Equipment Group.

**Section 9.3. Modification of Equipment.** Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

**Section 9.4. Personal Property.** The Equipment is and shall at all times be and remain personal property and not fixtures.

#### **ARTICLE X. WARRANTIES**

**Section 10.1. Selection of Equipment.** Each Vendor and all of the Equipment have been selected by Lessee. Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by any Vendor or its sales representative of any order submitted, or any delay or failure by such Vendor or its sales representative to manufacture, deliver or install any Equipment for use by Lessee.

**Section 10.2. Vendor's Warranties.** Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendor's warranties, guarantees and patent indemnity protection, express or implied issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Vendor's warranties or obligations on behalf of itself or Lessee.

**Section 10.3. Disclaimer of Warranties.** LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, AND MANUFACTURE SELECTED BY LESSEE. LESSEE ACKNOWLEDGES THAT IT SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENT'S OR EMPLOYEES. LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT, AND DOES NOT INSPECT THE EQUIPMENT BEFORE DELIVERY TO LESSEE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR LESSEE'S USE OF THE EQUIPMENT.

#### **ARTICLE XI. ASSIGNMENT AND SUBLEASING**

**Section 11.1. Assignment by Lessor.** Lessor, without Lessee's consent, may assign and reassign all of Lessor's right, title and/or interest in and to this Agreement or any Lease, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, in whole or in part to one or more assignees or subassignee(s) by Lessor at any time. No such assignment shall be effective as against Lessee unless and until written notice of the assignment is provided to Lessee. When presented with a notice of assignment, Lessee will acknowledge in writing receipt of such notice for the benefit of Lessor and any assignee. Lessee shall keep a complete and accurate record of all such assignments.

**Section 11.2. Assignment and Subleasing by Lessee.** Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

## **ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES**

**Section 12.1. Events of Default Defined.** The occurrence of any of the following events shall constitute an Event of Default under this Agreement and each Lease:

- (a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor within ten (10) days following the due date thereof (other than by reason of Non-Appropriation).
- (b) Lessee's failure to maintain insurance as required by Article VII.
- (c) With the exception of the above clauses (a) & (b), Lessee's failure to perform or abide by any condition, agreement or covenant for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration.
- (d) Lessor's determination that any representation, warranty or statement made by Lessee in or pursuant to this Agreement or any Equipment Schedule was untrue in any material respect upon execution of this Agreement or any Equipment Schedule.
- (e) The occurrence of an Event of Taxability.
- (f) The filing of a petition in bankruptcy or receivership or similar proceeding by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.
- [(g) Lessee's failure to pay any indebtedness when due or Lessee's failure to perform any other obligation thereunder which gives the holder of such indebtedness the right to accelerate the indebtedness, the principal amount of such indebtedness constitutes at least 10% of Lessee's aggregate current long- and short-term indebtedness.]

**Section 12.2. Remedies on Default.** Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

- (a) Lessor, with or without terminating this Agreement or any Lease, may declare all Rental Payments immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.
- (b) Lessor, with or without terminating this Agreement or any Lease, may repossess any or all of the Equipment by giving Lessee written notice to deliver such Equipment in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where such Equipment is kept and take possession of such Equipment and charge Lessee for costs incurred, including reasonable attorneys' fees. Lessee hereby expressly waives any damages resulting from such repossession. If the Equipment or any portion has been destroyed, Lessee shall pay the applicable Prepayment Price of the destroyed Equipment as set forth in the related Payment Schedule. Notwithstanding Lessor's repossession of the Equipment, Lessee shall continue to be responsible for the payment of Rental Payments and all other amounts payable hereunder during the current Fiscal Year.
- (c) If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Prepayment Prices of the Equipment Groups; and (v) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv) and (v) have been met shall be paid to Lessee.
- (d) Lessor may take any other remedy available, at law or in equity, with respect to such Event of Default, including those requiring Lessee to perform any of its obligations or to pay any moneys due and payable to Lessor and Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in enforcing any remedy hereunder.

**Section 12.3. Return of Equipment: Release of Lessee's Interest.** Upon termination of any Lease prior to the payment of all related Rental Payments or the applicable Prepayment Price (whether as result of Non-Appropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Article VIII; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return such Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to return such Equipment in the manner designated, Lessor may repossess the Equipment without demand or notice and without court order or legal

process and charge Lessee the costs of such repossession. Upon termination of this Agreement in accordance with Article III or Article XII hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor. Lessee shall have no further interest therein. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

**Section 12.4 Late Charge.** Lessor shall have the right to require late payment charge for each Rental or any other amount due hereunder which is not paid within 10 days of the date when due equal to the lesser of 5% of each late payment or the legal maximum. This Section is only applicable to the extent it does not affect the validity of this Agreement.

**Section 12.5 No Remedy Exclusive.** Each of the rights and remedies under this Agreement and each Lease is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement or any Lease. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

### **ARTICLE XIII. MISCELLANEOUS PROVISIONS**

**Section 13.1. Notices.** All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or, if given by other means, when delivered at the address specified in this Section 13.1.

**Section 13.2. Binding Effect.** This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments under any Lease.

**Section 13.3. Severability.** In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.4. Entire Agreement; Amendments.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

**Section 13.5. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.

**Section 13.6. Further Assurances and Corrective Instruments.** Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement. Lessee hereby authorizes Lessor to file any financing statement or supplements thereto as may be reasonably required for correcting any inadequate description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement.

**Section 13.7. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 13.8. Usury.** It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Equipment Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the applicable Lease Term so that the interest is uniform through such term.

**Section 13.9. Lessee's Performance.** A failure or delay of Lessor to enforce any of the provisions of this Agreement or any Lease shall in no way be construed to be a waiver of such provision.

**Section 13.10. Waiver of Jury Trial.** Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

**Section 13.11. USA Patriot Act Compliance Notification.** Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessor in accordance with the Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTION PAGE OF MASTER LEASE AGREEMENT

LEASE NUMBER 09176

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

CITY OF GUTHRIE,  
Lessee

SUNTRUST EQUIPMENT FINANCE &  
LEASING CORP.,  
Lessor

By:   
Name: Mark Spradlin  
Title: Mayor  
Date: 9/3/13

By:   
Name:  
Title: AVP  
Date: 9/30/2013

Address: 101 North 2nd Street  
Guthrie, OK 73044

Address: 300 East Joppa Road, 7th Floor  
Towson, MD 21286

Telephone: 405/282-0495  
Facsimile: 405/282-6898  
E-mail address: \_\_\_\_\_

Telephone:  
Facsimile: \_\_\_\_\_

This is counterpart No. 1 of 2 serially numbered, manually executed counterpart of this document. Possession of Counterpart No. 1 only is sufficient evidence of the Lease Agreement without the need to transfer possession of any other original or counterpart or copy of this Lease Agreement or any original or counterpart or copy of any exhibits, addenda, schedules, certificates, riders or other documents and instruments executed and delivered in connection with this Lease Agreement.



**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	November 5, 2013	Sereniah Breland,
<input type="checkbox"/> GPWA		City Manager
<input type="checkbox"/> Other: _____		

**Agenda Item**

Discussion and possible action approving Resolution No. 2013-23 supporting the Oklahoma House Bill 1875.

**Summary**

Under current law, the Oklahoma Tax Commission (OTC) collects municipal sales and use taxes. OTC charges a retention fee from those collected taxes ranging from 1% to 1¾%. Over time a significant imbalance has occurred resulting in municipalities now bearing a much larger fee than the cost of collection.

HB 1875 reduces the retention fee charged to cities, towns and counties to .5% of a municipality's and county's collections.

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	_____	<b>Amount</b>	_____

**Supporting documents attached**

Resolution No. 2013-23 to support HB 1875  
House Bill 1875

**Recommendation**

Approve Resolution 2013-23

**Action Needed**       Public Hearing     Motion       Emergency Clause

**RESOLUTION NO. 2013-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE SUPPORTING OKLAHOMA HOUSE BILL 1875 REDUCING THE RETENTION FEE CHARGED TO CITIES.**

**WHEREAS**, the Oklahoma Tax Commission (OTC) collects municipal sales and use taxes. OTC charges a retention fee from those collected taxes ranging from 1% to 1¾% from the municipality; and

**WHEREAS**, under current law, a significant imbalance has occurred resulting in municipalities now bearing a much larger fee than the cost of collection; and

**WHREAS**, after extensive work and review of costs associated with state and municipal collection of sales and use taxes, and close and diligent work with the Oklahoma Tax Commission, House Bill (HB) 1875 was developed; and

**WHEREAS**, the proposed HB 1875 corrects an imbalance of fees charged by the state for services that has accrued over the past 30 years; and

**WHEREAS**, HB 1875 reduces the retention fee charged to cities, towns and counties to .5% of a municipality's and county's collections.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Guthrie vigorously requests the support of our elected officials representing the City of Guthrie in the legislature and their support and favorable vote on HB 1875 in an effort to represent financial responsibility to the communities they serve.

The foregoing Resolution was duly adopted and approved by the Mayor and City Council of Guthrie, Oklahoma, on the 2<sup>nd</sup> day of April, 2013, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

---

Mark Spradlin, Mayor

ATTEST: (Seal)

---

Wanda Calvert, City Clerk

APPROVED AS TO FORM  
AND LEGALITY:

---

Randel Shadid, City Attorney

1 STATE OF OKLAHOMA

2 1st Session of the 54th Legislature (2013)

3 SUBCOMMITTEE RECOMMENDATION

4 FOR

HOUSE BILL NO. 1875

By: McCall

5  
6  
7  
8 SUBCOMMITTEE RECOMMENDATION

9 An Act relating to revenue and taxation; amending 68  
10 O.S. 2011, Sections 1353, 1403 and 2702, as amended  
11 by Sections 540, 542 and 566, Chapter 304, O.S.L.  
12 2012 (68 O.S. Supp. 2012, Sections 1353, 1403 and  
13 2702), which relate to apportionment of sales and use  
14 tax revenue; modifying apportionments to General  
15 Revenue Fund; authorizing apportionment of revenue  
16 for certain tax enforcement; modifying provisions  
17 related to retainage amounts; providing an effective  
18 date; and declaring an emergency.

19  
20  
21  
22  
23  
24  
BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. AMENDATORY 68 O.S. 2011, Section 1353, as  
amended by Section 540, Chapter 304, O.S.L. 2012 (68 O.S. Supp.  
2012, Section 1353), is amended to read as follows:

Section 1353. A. It is hereby declared to be the purpose of  
the Oklahoma Sales Tax Code to provide funds for the financing of  
the program provided for by the Oklahoma Social Security Act and to  
provide revenues for the support of the functions of the state

1 government of Oklahoma, and for this purpose it is hereby expressly  
2 provided that, revenues derived pursuant to the provisions of the  
3 Oklahoma Sales Tax Code, subject to the apportionment requirements  
4 for the Oklahoma Tax Commission and Office of Management and  
5 Enterprise Services Joint Computer Enhancement Fund provided by  
6 Section 265 of this title, shall be apportioned as follows:

7 1. a. the following amounts shall be paid to the State  
8 Treasurer to be placed to the credit of the General  
9 Revenue Fund to be paid out pursuant to direct  
10 appropriation by the Legislature:

Fiscal Year	Amount
FY 2003 and FY 2004	86.04%
FY 2005	85.83%
FY 2006	85.54%
FY 2007	85.04%
<del>FY 2008 and each fiscal</del>	
<del>year thereafter</del>	83.61%
<u>FY 2014 and each fiscal</u>	
<u>year thereafter</u>	<u>83.605%</u>

20 b. in the event that additional monies are necessary  
21 pursuant to paragraph 6 of this subsection, such  
22 additional monies shall be deducted in the proportion  
23 determined by the State Board of Equalization pursuant  
24

1 to paragraph 3 of Section 2355.1B of this title from  
2 the monies apportioned to the General Revenue Fund;

3 2. For FY 2003, FY 2004 and FY 2005, ten and forty-two one-  
4 hundredths percent (10.42%), shall be paid to the State Treasurer to  
5 be placed to the credit of the Education Reform Revolving Fund of  
6 the State Department of Education and for FY 2006 and each fiscal  
7 year thereafter, ten and forty-six one-hundredths percent (10.46%)  
8 shall be paid to the State Treasurer to be placed to the credit of  
9 the Education Reform Revolving Fund of the State Department of  
10 Education;

11 3. The following amounts shall be paid to the State Treasurer  
12 to be placed to the credit of the Teachers' Retirement System  
13 Dedicated Revenue Revolving Fund:

14 Fiscal Year	Amount
15 FY 2003 and FY 2004	3.54%
16 FY 2005	3.75%
17 FY 2006	4.0%
18 FY 2007	4.5%
19 FY 2008 and each fiscal	
20 year thereafter	5.0%

21 4. For the fiscal year beginning July 1, 2010, and for each  
22 fiscal year thereafter, eighty-seven one-hundredths percent (0.87%)  
23 shall be paid to the State Treasurer to be further apportioned as  
24 follows:

- 1           a.    thirty-six percent (36%) shall be placed to the credit  
2                   of the Oklahoma Tourism Promotion Revolving Fund, and  
3           b.    sixty-four percent (64%) shall be placed to the credit  
4                   of the Oklahoma Tourism Capital Improvement Revolving  
5                   Fund; and

6           5.    For the fiscal year beginning July 1, 2010, and for each  
7           fiscal year thereafter, six one-hundredths percent (0.06%) shall be  
8           placed to the credit of the Oklahoma Historical Society Capital  
9           Improvement and Operations Revolving Fund.

10          6.    During the first fiscal year after the State Board of  
11           Equalization has made a determination as provided in Section 2355.1B  
12           of this title, regarding a baseline amount of revenue apportioned  
13           pursuant to paragraph 3 of this subsection, and for each fiscal year  
14           thereafter, in no event shall monies apportioned pursuant to  
15           paragraph 3 of this subsection, paragraph 3 of Section 1403 of this  
16           title and subparagraph c of paragraph 1 of Section 2352 of this  
17           title be less than such baseline amount.

18          7.    For the fiscal year beginning July 1, 2013, and for each  
19           fiscal year thereafter, one-half of one percent (0.005%) shall be  
20           paid to the State Treasurer to be placed to the credit of the  
21           Oklahoma Tax Commission for the purpose of enhanced sales tax  
22           enforcement.

23          B.    Provided, for the fiscal year beginning July 1, 2007, and  
24           every fiscal year thereafter, an amount of revenue shall be

1 apportioned to each municipality or county which levies a sales tax  
2 subject to the provisions of Section 1357.10 of this title and  
3 subsection F of Section 2701 of this title equal to the amount of  
4 sales tax revenue of such municipality or county exempted by the  
5 provisions of Section 1357.10 of this title and subsection F of  
6 Section 2701 of this title. The Oklahoma Tax Commission shall  
7 promulgate and adopt rules necessary to implement the provisions of  
8 this subsection.

9 SECTION 2. AMENDATORY 68 O.S. 2011, Section 1403, as  
10 amended by Section 542, Chapter 304, O.S.L. 2012 (68 O.S. Supp.  
11 2012, Section 1403), is amended to read as follows:

12 Section 1403. It is hereby declared to be the purpose of  
13 Section 1401 et seq. of this title to provide for the support of the  
14 functions of the state and local government of Oklahoma; and for  
15 this purpose and to this end, it is hereby expressly provided that  
16 the revenues derived hereunder, subject to the apportionment  
17 requirements for the Oklahoma Tax Commission and Office of  
18 Management and Enterprise Services Joint Computer Enhancement Fund  
19 provided by Section 265 of this title, are hereby apportioned as  
20 follows:

21 1. a. the following amounts shall be paid by the Tax  
22 Commission to the State Treasurer and placed to the  
23 credit of the General Revenue Fund to be paid out  
24 pursuant to direct appropriation by the Legislature:

Fiscal Year	Amount
FY 2004	85.35%
FY 2005	85.14%
FY 2006	85.54%
FY 2007	85.04%
<del>FY 2008 and each fiscal</del>	
<del>year thereafter</del>	83.61%
<u>FY 2014 and each fiscal</u>	
<u>year thereafter</u>	<u>83.605%</u>

b. in the event that additional monies are necessary pursuant to paragraph 6 of this section, such additional monies shall be deducted in the proportion determined by the State Board of Equalization pursuant to paragraph 3 of Section 2355.1B of this title from the monies apportioned to the General Revenue Fund;

2. Ten and forty-six one-hundredths percent (10.46%) shall be paid to the State Treasurer to be placed to the credit of the Education Reform Revolving Fund of the State Department of Education;

3. The following amounts shall be paid to the State Treasurer to be placed to the credit of the Teachers' Retirement System Dedicated Revenue Revolving Fund:

Fiscal Year	Amount
FY 2003 and FY 2004	3.54%

1	FY 2005	3.75%
2	FY 2006	4.0%
3	FY 2007	4.5%
4	FY 2008 and each fiscal	
5	year thereafter	5.0%

6 4. For the fiscal year beginning July 1, 2010, and for each  
7 fiscal year thereafter, eighty-seven one-hundredths percent (0.87%)  
8 shall be paid to the State Treasurer to be further apportioned as  
9 follows:

- 10 a. thirty-six percent (36%) shall be placed to the credit
- 11 of the Oklahoma Tourism Promotion Revolving Fund, and
- 12 b. sixty-four percent (64%) shall be placed to the credit
- 13 of the Oklahoma Tourism Capital Improvement Revolving
- 14 Fund; and

15 5. For the fiscal year beginning July 1, 2010, and for each  
16 fiscal year thereafter, six one-hundredths percent (0.06%) shall be  
17 placed to the credit of the Oklahoma Historical Society Capital  
18 Improvement and Operations Revolving Fund.

19 6. During the first fiscal year after the State Board of  
20 Equalization has made a determination as provided in Section 2355.1B  
21 of this title, regarding a baseline amount of revenue apportioned  
22 pursuant to paragraph 3 of this section, and for each fiscal year  
23 thereafter, in no event shall monies apportioned pursuant to  
24 paragraph 3 of this section, paragraph 3 of Section 1353 of this

1 title and subparagraph c of paragraph 1 of Section 2352 of this  
2 title be less than such baseline amount.

3 7. For the fiscal year beginning July 1, 2013, and for each  
4 fiscal year thereafter, one-half of one percent (0.005%) shall be  
5 paid to the State Treasurer to be placed to the credit of the  
6 Oklahoma Tax Commission for the purpose of enhanced sales tax  
7 enforcement.

8 SECTION 3. AMENDATORY 68 O.S. 2011, Section 2702, as  
9 amended by Section 566, Chapter 304, O.S.L. 2012 (68 O.S. Supp.  
10 2012, Section 2702), is amended to read as follows:

11 Section 2702. A. The governing body of any incorporated city  
12 or town and the Oklahoma Tax Commission shall enter into contractual  
13 agreements whereby the Tax Commission shall have authority to  
14 assess, to collect and to enforce any taxes or, penalties or  
15 interest thereon, levied by such incorporated city or town, and  
16 remit the same to such municipality. Said assessment, collection,  
17 and enforcement authority shall apply to any taxes, penalty or  
18 interest liability existing at the time of contracting. Upon  
19 contracting, the Tax Commission shall have all the powers of  
20 enforcement in regard to such taxes, penalties and interest as are  
21 granted to or vested in the contracting municipality. Such  
22 agreement shall provide for the assessment, collection, enforcement,  
23 and prosecution of such municipal tax, penalties and interest, in  
24 the same manner as and in accordance with the administration,

1 collection, enforcement, and prosecution by the Tax Commission of  
2 any similar state tax except as provided by agreement. Such  
3 agreement shall authorize the Tax Commission to retain an amount not  
4 to exceed ~~one and three-fourths percent (1 3/4%)~~ one-half of one  
5 percent (0.005%) as a retention fee of municipal tax collected for  
6 services rendered in connection with such collections; provided, if  
7 a municipality files an action resulting in collection of delinquent  
8 state and municipal taxes, the Tax Commission shall remit one-half  
9 (1/2) of the retention fee applied to the amount of such taxes to  
10 the municipality to be apportioned as are other sales tax revenue.  
11 All funds retained by the Tax Commission for the collection services  
12 to municipalities shall be deposited in the Oklahoma Tax Commission  
13 Revolving Fund in the State Treasury. The municipality shall agree  
14 to refrain from any assessment, collection, or enforcement of the  
15 municipal tax except as specified in an agreement made pursuant to  
16 subsections A, C, D and E of this section.

17 B. The Tax Commission shall place all sales taxes, including  
18 penalties and interest, collected on behalf of a municipality  
19 pursuant to the provisions of this section and all use taxes,  
20 including penalties and interest, collected on behalf of a  
21 municipality pursuant to the provisions of Section 1411 of this  
22 title in the Sales Tax Remitting Account as provided in Section 1373  
23 of this title.

24

1 C. Notwithstanding the provisions of subsection E of this  
2 section, the Tax Commission and the governing body of any  
3 incorporated city or town may enter into contractual agreements  
4 whereby the municipality would be authorized to implement or augment  
5 the enforcement, collection and prosecution of the municipal tax in  
6 those contracting municipalities and to provide for the satisfaction  
7 of refunds or credits to taxpayers. Such agreements shall and are  
8 hereby authorized to provide that the municipality and the Tax  
9 Commission may exchange necessary information to effectively carry  
10 out the terms of such agreements. The municipality, its officers  
11 and employees shall preserve the confidentiality of such information  
12 in the same manner and be subject to the same penalties as provided  
13 by Section 205 of this title, provided that the municipal prosecutor  
14 and other municipal enforcement personnel may receive all  
15 information necessary to implement or augment the enforcement and  
16 prosecution of municipal sales tax ordinances.

17 D. Provided further that, upon the request of any incorporated  
18 city or town, the Tax Commission shall enter into contractual  
19 agreements with such municipality whereby the municipality would be  
20 authorized to implement or augment the enforcement, either directly  
21 or through contract with private auditors or audit firms, of the  
22 municipal tax. Any person performing an audit shall first be  
23 approved by the Tax Commission and, once approved, shall be  
24 appointed as an agent of the Tax Commission for purposes of the

1 audit. Contracts with a private auditor or audit firm shall not be  
2 subject to the limitations of Section 262 of this title and shall  
3 and are hereby authorized to provide that the municipality, private  
4 auditors or audit firms and the Tax Commission may exchange  
5 necessary information to effectively carry out the terms of such  
6 agreements. The municipality, its officers and employees and  
7 private auditors or audit firms may receive all information  
8 necessary to perform audits and shall preserve the confidentiality  
9 of such information in the same manner and be subject to the same  
10 penalties as provided by Section 205 of this title. Municipalities  
11 conducting audits directly or by contracting for private auditors or  
12 audit firms pursuant to this subsection shall furnish to the Tax  
13 Commission the audit results and all relevant supporting  
14 documentation. Further, such municipalities shall provide for the  
15 payment of private auditors or audit firms by deduction from the tax  
16 assessment resulting from the audit conducted by said private  
17 auditors or audit firms unless a municipality contracts with the  
18 auditor or audit firm for another method of payment. Any municipal  
19 sales tax funds recovered as a result of the services provided under  
20 this subsection will not be included in calculating the retention  
21 fee retained by the Tax Commission pursuant to subsection A of this  
22 section. The contracts authorized by subsection A of this section  
23 shall provide that the Tax Commission shall not have any obligations  
24

1 thereunder to any municipality that does not participate in an audit  
2 conducted under this subsection.

3 E. 1. Pursuant to the provisions of this subsection, upon the  
4 request of any municipality, the Tax Commission shall enter into a  
5 contractual agreement with the municipality whereby the municipality  
6 would be authorized to engage in compliance activities, either  
7 directly or through contract with private persons or entities, to  
8 augment the collection of the municipal tax by the Tax Commission.  
9 The sole responsibility for the administration of any and all such  
10 compliance activities shall remain with the Tax Commission to ensure  
11 that sellers and purchasers shall only be required to register, file  
12 returns, and remit state and local taxes to one single authority,  
13 and that no enforcement activities are duplicated.

14 2. Any contractual agreement entered into pursuant to paragraph  
15 1 of this subsection and any person or entity who will be performing  
16 compliance activities shall first be approved by the Tax Commission  
17 in its sole discretion. Once approved, the private person or entity  
18 shall be appointed as an agent of the Tax Commission for purposes of  
19 such compliance activities. Any agreements entered into pursuant to  
20 paragraph 1 of this subsection shall provide that the municipality,  
21 private persons or entities appointed as an agent and the Tax  
22 Commission may exchange necessary information to effectively carry  
23 out the terms of the agreements. The municipality, its officers and  
24 employees and any private person or entity appointed as an agent of

1 the Tax Commission may receive all information necessary for  
2 compliance activities and shall preserve the confidentiality of the  
3 information in the same manner and be subject to the same penalties  
4 as provided by Section 205 of this title. Municipalities conducting  
5 compliance activities directly or by contracting with private  
6 persons or entities pursuant to this subsection shall furnish to the  
7 Tax Commission the compliance results and all relevant supporting  
8 documentation and the Tax Commission shall take such information and  
9 issue proposed assessments or conduct other such administrative  
10 action as is necessary.

11 3. There is hereby created in the State Treasury a revolving  
12 fund for the Oklahoma Tax Commission to be known as the "Tax  
13 Commission Compliance Fund". The fund shall be a continuing fund,  
14 not subject to fiscal year limitations, and notwithstanding any  
15 other provisions of law, shall consist of the first three-fourths of  
16 one percent ( $3/4$  of 1%) of enhanced collections of state sales and  
17 use taxes collected pursuant to an agreement entered into pursuant  
18 to paragraph 1 of this subsection. All monies accruing to the  
19 credit of the fund are hereby appropriated and may be budgeted and  
20 expended by the Oklahoma Tax Commission for the purpose of  
21 reimbursing a municipality for enhanced collections of state sales  
22 taxes pursuant to an agreement entered into pursuant to paragraph 1  
23 of this subsection. Expenditures from the fund shall be made upon  
24 warrants issued by the State Treasurer against claims filed as

1 prescribed by law with the Director of the Office of Management and  
2 Enterprise Services for approval and payment.

3 4. The Director of the Office of Management and Enterprise  
4 Services shall form an Implementation Working Group composed of  
5 representatives of municipalities and of the Tax Commission and  
6 shall adopt a plan to implement this subsection by September 30,  
7 2011. The plan shall ensure that the Tax Commission shall maintain  
8 a central point of collection and centralized administration and  
9 enforcement and further shall be consistent with all applicable  
10 state laws.

11 F. Any sum or sums collected or required to be collected  
12 pursuant to a municipal sales tax levy shall be deemed to be held in  
13 trust for the municipality, and, as trustee, the collecting vendor  
14 shall have a fiduciary duty to the municipality in regards to such  
15 sums and shall be subject to the trust laws of this state.

16 SECTION 4. This act shall become effective July 1, 2013.

17 SECTION 5. It being immediately necessary for the preservation  
18 of the public peace, health and safety, an emergency is hereby  
19 declared to exist, by reason whereof this act shall take effect and  
20 be in full force from and after its passage and approval.

21  
22 54-1-7134 CJB 02/19/13  
23  
24



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

November 5, 2013

**Contact**

Damon Devereaux  
Police Chief

**Agenda Item**

Discussion and possible action on accepting Oklahoma Highway Safety Office Grant.

**Summary**

The Guthrie Police Department recently applied for a traffic safety grant through the Oklahoma Highway Safety Office. The Guthrie Police Department was selected to receive the grant in the amount of \$20,000.00. This grant will allow officers to focus on occupant protection along with general traffic violations while working an overtime shift. This grant has no match.

**Funding Expected**     Revenue                       Expenditure                       N/A

**Budgeted**                       Yes                       No                       N/A

**Account Number** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review**                       N/A                       Required                      Completed Date: \_\_\_\_\_

**Supporting documents attached**

- Grant Agreement Summary

**Recommendation**

Approve acceptance of OHSO grant funding

**Action Needed**                       Public Hearing                       Motion                       Emergency Clause

1. In the Award Document Section, review Part I of the agreement, consisting of the following pages:
  - a. Grant Agreement Summary – Part I
  - b. Budget Summary Projections
  - c. Budget Detail Projections
  - d. Activity/Milestone Projections
2. In the Award Documents section, review General Provisions – Part II.
3. In the Award Documents section, review Specific Agreements – Part III.
4. The Authorizing Official must review the Certification page and acknowledge acceptance of the terms of the agreement by clicking the SAVE button.
5. The Agency Administrator must submit the accepted proposal by clicking on the submit button in the Change Status section. This will execute the agreement.

Once the agreement is executed, you may print a copy of the final agreement for your files if desired. If you need a copy for local signature, use the “Print Copy of Agreement for Signature” link.

**Grant Agreement Summary – Part 1****Title of Contract:** Guthrie PD Occupant Protection Project

<b>OHSO Project Number:</b>	OP-14-03-07-01	<b>Award Amount:</b>	\$20,000.00	<b>CFDA Number:</b>	20.6000000
<b>OHSO Project Number:</b>		<b>Award Amount:</b>		<b>CFDA Number:</b>	
		<b>TOTAL AWARD:</b>	\$20,000.00		

**Project Period:** October 1, 2013 – September 30, 2014**Primary Program Area:** Occupant Protection**Organization:** City of Guthrie Police  
Department**Address:** PO Box 908**City:** Guthrie**State:** OK**Zip:** 73044**FEI Number:** 73-6005239**DUNS Number:** 621131184**Project Director:** Jeremy Thorne**Title:** Detective**Phone Number:** (405) 282-0093**Fax Number:** (405) 282-0493**Project Goals:**

The goal of this project is to maintain "zero unrestrained fatalities" in the City of Guthrie and reduce the number of unrestrained fatalities in Logan County by 9% annually, from 6 in 2012 to 5 in 2014.

**Problem Identification:**

Guthrie is a city with a total area of 19.2 square miles and a population slightly greater than 10,000. It is also the county seat of Logan County, and is considered part of the Oklahoma City Metroplex. Guthrie is located in the center of the state, along one of the primary corridors (Interstate Highway 35) into Texas and Mexico, and is only a four-hour drive from the Dallas-Fort Worth metropolitan area. Guthrie is home to several museums including the Oklahoma Territorial Museum and the Guthrie Scottish Rite Masonic Temple, and two popular lakes located south of the city, Liberty Lake and Guthrie Lake. Often referred to as the "Bed and Breakfast Capital of Oklahoma," Guthrie is the largest urban historic district in the United States. Historical tourism has become a significant industry for the city. Each year the city hosts a variety of events, such as the Oklahoma International Bluegrass Festival, which draws 15,000 visitors annually.

The daily calls for routine service continue to increase, and the Guthrie Police Department simply does not have sufficient resources to conduct additional traffic enforcement efforts without the monetary support that would be provided by funding this project.

**Project Description:**

The project will implement activities in support of national highway safety goals and target violations that contribute to the cause and severity of motor vehicle crashes. In particular, this project will target occupant protection violations in order to reduce the number and severity of KAB crashes which result in severe injury or fatalities due to unrestrained or improperly-restrained motorists. The project will provide overtime pay for enforcement of traffic laws focusing on occupant protection violations. Saturation patrols and safety checkpoints may be utilized in locations with high incidents of KAB crashes. Public information and education events will be held to inform the public of traffic safety issues. Seat Belt Use surveys will be conducted at the beginning and at the end of the project period. Results of these pre- and post- surveys will be compared to determine changes in compliance rates and evaluate effectiveness of the project.

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I–Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions – Part II; Specific Agreements – Part III; and Certification pages.

In addition, the grantee agrees to the following:

**Grant Agreement Summary – Part 1**

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1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.
2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

**Budget Summary Projections**

Cost Category Items	1st Quarter			2nd Quarter		
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.
<b>I. Personnel</b>						
A. Salaries	\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00
B. Benefits	\$118.00	\$118.00	\$118.00	\$118.00	\$119.00	\$119.00
<b>II. Travel</b>						
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$0	\$0	\$0	\$0	\$0	\$0
<b>III. Operating Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>IV. Contractual Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>V. Equipment</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Monthly Total</b>	<b>\$1,666.00</b>	<b>\$1,666.00</b>	<b>\$1,666.00</b>	<b>\$1,666.00</b>	<b>\$1,667.00</b>	<b>\$1,667.00</b>

	3rd Quarter			4th Quarter			Annual Total
	Apr	May	Jun	Jul	Aug	Sep	
<b>I. Personnel</b>							
A. Salaries	\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$18,576.00
B. Benefits	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$1,424.00
<b>II. Travel</b>							
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>III. Operating Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>IV. Contractual Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>V. Equipment</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Monthly Total</b>	<b>\$1,667.00</b>	<b>\$1,667.00</b>	<b>\$1,667.00</b>	<b>\$1,667.00</b>	<b>\$1,667.00</b>	<b>\$1,667.00</b>	<b>\$20,000.00</b>

**Budget Detail Projections**

<b>Cost Category Item:</b> I.A. 1	<b>Project Number:</b> OP-14-03-07-01	<b>Description:</b> Salary for overtime traffic enforcement focusing on occupant protection violations (rate not to exceed 1.5 times regular hourly rate unless contractually required and pre-approved by the OHSO).						
		<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>Semi-Annual</b>
		\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$9,288.00
		<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>ANNUAL</b>
		\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$1,548.00	\$18,576.00

<b>Cost Category Item:</b> I.B. 1	<b>Project Number:</b> OP-14-03-07-01	<b>Description:</b> Benefits for overtime enforcement @ 7.65%.						
		<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>Semi-Annual</b>
		\$118.00	\$118.00	\$118.00	\$118.00	\$119.00	\$119.00	\$710.00
		<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>ANNUAL</b>
		\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$1,424.00

<b>Cost Category Item:</b>	<b>Project Number:</b>	<b>Description:</b>						
		<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>Semi-Annual</b>
								\$0
		<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>ANNUAL</b>
								\$0

<b>Cost Category Item:</b>	<b>Project Number:</b>	<b>Description:</b>						
		<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>Semi-Annual</b>
								\$0
		<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>ANNUAL</b>
								\$0

<b>Cost Category Item:</b>	<b>Project Number:</b>	<b>Description:</b>						
		<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>Semi-Annual</b>
								\$0
		<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>ANNUAL</b>
								\$0

**Budget Detail Projections**

<b>Cost Category Item:</b>	<b>Project Number:</b>	<b>Description:</b>						
		OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
								\$0
		APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
								\$0

<b>Cost Category Item:</b>	<b>Project Number:</b>	<b>Description:</b>						
		OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
								\$0
		APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
								\$0

<b>Cost Category Item:</b>	<b>Project Number:</b>	<b>Description:</b>						
		OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
								\$0
		APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
								\$0

<b>Cost Category Item:</b>	<b>Project Number:</b>	<b>Description:</b>						
		OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
								\$0
		APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
								\$0

<b>Cost Category Item:</b>	<b>Project Number:</b>	<b>Description:</b>						
		OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
								\$0
		APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
								\$0

**Activity/Milestones Projections**

Activity #	Project #	Description	MILESTONE PROJECTIONS												Total
			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			
			Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug	Sep	
1	OP-14-03-07-01	Number of hours of overtime OP enforcement worked (based on OT rate @ \$27.50/ hour).	56	56	56	56	56	56	56	56	56	56	56	56	672
2	OP-14-03-07-01	Number of written OP (seat belt/child restraint) contacts made during overtime OP enforcement shifts. Target is two OP contacts per overtime hour worked.	112	112	112	112	112	112	112	112	112	112	112	112	1344
3	OP-14-03-07-01	Number of other written contacts (not including OP contacts previously reported) made during overtime OP enforcement shifts. (No target.)													0
4	OP-14-03-07-01	Number of PI&E activities/events conducted (to include media contacts, safety presentations, press releases, social media posts, etc.)	1	1	1	1	1	1	1	1	1	1	1	1	12
5	OP-14-03-07-01	Conduct and report results of pre- and post- seat belt use surveys.	1											1	2

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## General Provisions - Part II

### REGULATIONS AND DIRECTIVES

The Grantee, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office .
2. The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Hatch Act (Political Activity), 5 U.S.C. Sections 1501-1508 and 5 CRF Part 151.
4. Buy America Act, 23 U.S.C. 101.
5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions :
  - (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- Restriction on State Lobbying; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### 7. Equipment Purchased with Highway Safety Funds

- Ownership of equipment purchased is vested in the Grantee, who must use the property only for the authorized purpose of this project (49 CFR, Part 18 (Common Rule) )
- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory
- Equipment maintenance and liability coverage are the Grantee's responsibility
- Grantee shall not remove, transfer, or dispose of the property without prior written approval from OHSO
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report

To dispose of ANY equipment, the Grantee MUST:

- (1) Write a letter of request to OHSO;
- (2) State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
- (3) Maintain equipment until Grantee receives letter of approval;
- (4) Return Equipment to OHSO.

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

#### **Instructions for Lower Tier Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily exclude from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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### Specific Agreements - Part III

Grantee shall adopt (if none presently exists) and enforce a safety belt use policy requiring all employees and others riding in Grantee vehicles and/or on Grantee business to use safety belts in accordance with State law.

Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of your entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant award.

Grantee shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.

Grantee shall encourage all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures

Grantee shall submit monthly activity and reimbursement reports (including all appropriate documentation) to OHSO. Reports shall be submitted within 30 days of the end of the reporting month. Failure to comply with this 30-day limit may result in denial of the reimbursement claim.

Reports should include, as a minimum, the following:

1. Project Director's Report.
2. Budget Summary (include all cumulative year-to-date information).
3. Budget Details (include all cumulative year-to-date information).
4. Activity Milestones (include all cumulative year-to-date information).
5. Financial documentation for the current report (time sheets, payroll documents, invoices, purchase orders, and/or other appropriate verification of expenditures).
6. Activity documentation for the current report (include information on all projected activities whether completed or not, and any additional activities that were conducted; an explanation should be provided for any activities not completed).
7. Any additional, pertinent information to the project for the current reporting period.

This is a Federally funded project. The Federal Funds are provided by the NHTSA and, as such, may be subject to audit under Office of Management and Budget (OBM) or A-133. Unless other arrangements are made, any required audit is the responsibility of the Grantee.

Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/ Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.)

These "Specific Agreement" topics have been provided in an effort to assist grantees. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant

agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.

The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.

Printed Name of Chief Executive Officer:

**Title:**

**Date:**

**As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.**

**Signature:** \_\_\_\_\_

 [Back](#)

**CHECK GLOBAL ERRORS**

**Document Information: OHSO-FFY2014-GUTHRIE CI-00047**

 [Details](#)

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**SPECIFIC AGREEMENTS – PART III**

Grantee shall adopt (if none presently exists) and enforce a safety belt use policy requiring all employees and others riding in Grantee vehicles and/or on Grantee business to use safety belts in accordance with State law.

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1. Project Director's Report.
2. Budget Summary (include all cumulative year-to-date information).
3. Budget Details (include all cumulative year-to-date information).
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5. Financial documentation for the current report (time sheets, payroll documents, invoices, purchase orders, and/or other appropriate verification of expenditures).
6. Activity documentation for the current report (include information on all projected activities whether completed or not, and any additional activities that were conducted; an explanation should be provided for any activities not completed).
7. Any additional, pertinent information to the project for the current reporting period.

This is a Federally funded project. The Federal Funds are provided by the NHTSA and, as such, may be subject to audit under Office of Management and Budget (OMB) or A-133. Unless other arrangements are made, any required audit is the responsibility of the Grantee.

Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/ Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.)

These "Specific Agreement" topics have been provided in an effort to assist grantees. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.

The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

**Navigation Links**

Status	Page Name	Note	Created By	Last Modified By
	<a href="#">Award Packet Instructions</a>			
	<a href="#">Grant Agreement Summary – Part 1</a>		Brown, Sherry 9/12/2013 8:25:44 AM	Brown, Sherry 9/18/2013 9:46:57 AM
	<a href="#">Budget Summary Projections</a>		Brown, Sherry 9/12/2013 8:55:59 AM	
	<a href="#">Budget Detail Projections</a>		Brown, Sherry 9/12/2013 8:59:58 AM	
	<a href="#">Activity/Milestones Projections</a>		Brown, Sherry	Wall, Jay



[General Provisions – Part II](#)



[Specific Agreements – Part III](#)



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[Print Copy of Agreement](#)



[Print Copy of Agreement for Signature](#)

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**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> November 5, 2013	<b>Contact</b> Wanda Calvert, City Clerk/Treasurer
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**Agenda Item**

Discussion and possible action to authorize the disbursement of \$14,136.86 from the Rural Business Enterprise Grant No. 42-042-0736005239 to Carothers Holding Group, LLC, at a rate of 4.5% for a term of eight years to be used to provide improvements to the building facade at 107 East Oklahoma Avenue in the commercial district of downtown Guthrie to be managed by Logan County Economic Development Council.

**Summary**

In September 2007 the City of Guthrie received a United States Department of Agriculture (USDA) Rural Development Revolving Grant in the amount of \$99,990. The funds were loaned to expand operations and improve and rehabilitate the building located at 122 West Oklahoma Avenue. On July 2, 2013 City Council approved to loan funds to provide improvements to the building facade at 221 East Harrison in the amount of \$10,000. The loans have been repaid in accordance with the Promissory Notes and the revolving loan fund has a balance of \$43,819.71. The City Council approved for the Logan County Economic Development Council to administer and monitor the distribution of the USDA Grant funds and assure compliance with the terms of the grant to provide micro-loans to businesses in the downtown historic district for the purpose of renovation and/or revitalization of building and/or building facades. Logan County Economic Development Council Loan Committee received a Loan Application from Phillip Carothers, Managing Member of Carothers Holding Group, LLC, in the amount of \$14,136.86 to provide improvements to the building facade at 107 East Oklahoma Avenue. The Committee has reviewed the financial information and has determined that the loan application and related information is complete and meets USDA Rural Development Rural Business Enterprise Grant requirements and recommends City Council approval.

<b>Funding Expected</b>	_____ Revenue	<input checked="" type="checkbox"/> Expenditure	_____ N/A
<b>Budgeted</b>	_____ Yes	<input checked="" type="checkbox"/> No	_____ N/A
<b>Account Number</b>	<u>97-97-00-6391</u>	<b>Amount</b>	<u>\$14,136.86</u>

**Supporting documents attached**

- Logan Council Economic Development Council letter dated October 21, 2013
- Credit Memorandum describing the project funding structure
- Rural Business Enterprise Revolving Loan Fund Application

**Recommendation**

Approve to authorize the disbursement of \$14,136.86 from the Rural Business Enterprise Grant No. 42-042-0736005239 to Carothers Holding Group, LLC

**Action Needed**      \_\_\_\_\_ Public Hearing       Motion      \_\_\_\_\_ Emergency Clause

October 21, 2013

City of Guthrie City Council  
101 North 2nd Street  
Guthrie, OK 73044

RE: Rural Business Enterprise Grant #42-042-0736005239

This is a request to the City Council of the City of Guthrie to authorize disbursement of funds from the USDA Rural Enterprise Grant Fund secured by Logan County Economic Development Council in 2007 to be used for renovations in the downtown business district in Guthrie, OK. Pursuant to the agreement between the City of Guthrie and the USDA, the Logan County Economic Development Council is responsible for the management, administration and monitoring of the revolving loan fund.

Revolved funds of such Revolving Loan Fund are targeted to provide micro-loans to businesses in the downtown historic district for renovation and/or rehabilitation of buildings and/or building facades.

Please find enclosed a Credit Memorandum describing the project funding structure. Also enclosed is a Loan Application from Carothers Holding Group, LLC, owner of the historic Kress Building located at 107 East Oklahoma Ave.

Due diligence has been accomplished by the Logan County Economic Development Council Loan Committee. The Loan Committee has reviewed financial information and determined that this loan application and related information is complete and meets USDA Rural Development RBEG requirements for draw down of funds. If there are any further requirements, please advise.

Sincerely,



Kay Wade, Director



212 West Oklahoma  
P.O. Box 995  
Guthrie, Oklahoma  
73044  
405.282.0060  
Fax: 405.282.0061

## CREDIT MEMORANDUM

October 14, 2013

### **BORROWER:**

Carothers Holding Group, LLC  
107 E. Oklahoma  
Guthrie, OK 73044

### **PROJECT SUMMARY:**

Carothers Holding Group, LLC is requesting a loan in the amount of \$14,136.86 from the City of Guthrie's Rural Business Enterprise Grant loan fund to update and replace windows on the former Kress Building located at 107 East Oklahoma in the historic business district, downtown Guthrie. Loan proceeds will be used as follows:

<u>USES</u>	<u>SOURCE</u>	<u>FUNDING</u>
Replace windows on building facade	City of Guthrie RLF	\$14,136.86
Loan Term:		8 years
Interest Rate:		4.5%
Monthly Payment - 96 months		\$147.52/mo

### **2. BUSINESS OWNERSHIP/HISTORY/MANAGEMENT**

Carothers Holding Group, LLC was formed in 2003 by Michael Carothers, Chris Carothers, and Phillip Carothers, Managing Member, to purchase and renovate the former Kress Building at 107 East Oklahoma. The building was built in two phases: first phase in 1910 and the other phase some few years later. The loan will be used to replace the original windows on the rear facade of the building for safety and efficiency purposes. This project is part of a renovation effort to provide usable commercial space.

### **3. COLLATERAL ANALYSIS**

The loan would be secured by a second mortgage on the property located at 107 East Oklahoma, Guthrie, OK.

### **4. REPAYMENT ABILITY**

Renovated rental units provided by the replaced windows as well as other renovations currently in progress will provide for repayment of the loan. Credit history of the corporation and the participating members reflects a positive repayment history.



**IV. LOAN INFORMATION**

Amount of financing requested 14,136<sup>86</sup>

Source of equity and applicant's percentage of equity ownership \_\_\_\_\_

Participating Bank/Contact \_\_\_\_\_

**V. FINANCIAL INFORMATION**

Financial statements on business or individual for the *current year*, (within 45 days) *and past three (3) years*, including profit and loss statements and tax returns. If the business is new, submit your personal tax return for the past three (3) years.

**VI. JOB DATA**

Present number of employees \_\_\_\_\_

After loan \_\_\_\_\_

**VII. CREDIT REFERENCES**

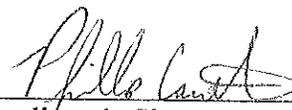
Names and addresses of three credit references

BANKFIRST

OG+E

CITY OF GUTHRIE

CADWELLS HOLDING GROUP, LLC  
Company

  
Applicant's Signature

Date Submitted : 10-10-13

**LENDER: City of Guthrie Rural Business Enterprise Revolving Loan Fund**  
**Apply to: LOGAN COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.**  
212 W. Oklahoma, P.O. Box 995, Guthrie, OK 73044  
Phone 405-282-0060 • Fax 405-282-0061 • TDD 405.282-5458

*"This is an Equal Opportunity Program. Discrimination is prohibited by Federal law. Complaints of discrimination may be filed with the USDA, Director, Office of Civil Rights, Washington, DC 20250."*

**City of Guthrie**  
**A/P Claims List**  
 from 10/10/2013 to 10/10/2013

Invoice #	Vendor	Description	Account	Cost
OCT2013	AT&T LONG DISTANCE (21268)	AT&T Monthly Long Distance Phone Bill - Ge	01-01-00-6301	\$569.72
OCT2013	OG&E 405	Electric Billing - General	01-01-00-6305	\$8,473.42
OCT2013	OG&E 405	Electric Billing - Street Lighting	01-01-00-6306	\$10,955.90
OCT2013	OKLAHOMA NATURAL GAS COM	Natural Gas Billing - General	01-01-00-6307	\$965.01
OCT2013	O.M.A.G.(21303)	BUILDING & PROPERTY INSURANCE - Gen	01-01-00-6326	\$3,470.30
OCT2013	O.M.A.G.(21302)	Workers' Compensation - General	01-01-00-6326	\$12,383.71
OCT 2013	O.M.A.G.(425)	Liability/Auto - General	01-01-00-6326	\$4,108.97
		<b>Total</b>		<b>\$40,927.03</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$40,927.03</b>
457747	BALSIGER MACHINE(655)	Exhaust Parts and Repairs	01-14-41-6116	\$150.00
OCT2013	SHINEY BAYS (22581)	Car Wash GPWA	01-14-41-6116	\$49.50
		<b>Total FLEET MAINTENANCE</b>		<b>\$199.50</b>
		<b>Total FLEET MAINTENANCE</b>		<b>\$199.50</b>
		<b>Total GENERAL FUND</b>		<b>\$41,126.53</b>
OCT2013	OG&E 405	Electric Billing - GPWA	20-21-00-6305	\$14,450.35
OCT2013	OKLAHOMA NATURAL GAS COM	Natural Gas Billing - GPWA	20-21-00-6307	\$488.73
OCT2013	O.M.A.G.(21303)	BUILDING & PROPERTY INSURANCE - GP	20-21-00-6326	\$3,470.30
OCT2013	O.M.A.G.(21302)	Workers' Compensation - GPWA	20-21-00-6326	\$12,383.71
OCT 2013	O.M.A.G.(425)	Liability/Auto - GPWA	20-21-00-6326	\$4,108.97
		<b>Total</b>		<b>\$34,902.06</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$34,902.06</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$34,902.06</b>
OCT 2013	BB&T GOVERNMENTAL FINANC	3 Ford Interceptor Utility Vehicles (Police Patr	54-56-07-6707	\$28,461.99
		<b>Total POLICE DEPARTMENT</b>		<b>\$28,461.99</b>
		<b>Total VEHICLES &amp; EQUIPMENT</b>		<b>\$28,461.99</b>
		<b>Total CAPITAL PROJECTS</b>		<b>\$28,461.99</b>
02-023720-005 R	MISCELLANEOUS		71-00-00-5555	\$167.58
06-061720-003 R	MISCELLANEOUS		71-00-00-5555	\$51.20
06-061850-002 R	MISCELLANEOUS		71-00-00-5555	\$11.86
10-100996-003 R	MISCELLANEOUS		71-00-00-5555	\$17.03
13-130040-009 R	MISCELLANEOUS		71-00-00-5555	\$2.51
13-131210-004 R	MISCELLANEOUS		71-00-00-5555	\$20.59
14-142353-003 R	MISCELLANEOUS		71-00-00-5555	\$36.47
99-123052-003 R	MISCELLANEOUS		71-00-00-5555	\$10.54
99-186181-001 R	MISCELLANEOUS		71-00-00-5555	\$33.27
99-237398-003 R	MISCELLANEOUS		71-00-00-5555	\$28.43
99-990280-003 R	MISCELLANEOUS		71-00-00-5555	\$44.10
99-991282-001 R	MISCELLANEOUS		71-00-00-5555	\$39.51
99-993295-002 R	MISCELLANEOUS		71-00-00-5555	\$33.67
		<b>Total</b>		<b>\$496.76</b>
		<b>Total</b>		<b>\$496.76</b>
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$496.76</b>
OCT2013	OG&E 405	Electric Billing - Airport/GERA	98-98-00-6305	\$763.21

**City of Guthrie**  
**A/P Claims List**  
*from 10/10/2013 to 10/10/2013*

Invoice #	Vendor	Description	Account	Cost	
OCT2013	O.M.A.G.(21303)	BUILDING & PROPERTY INSURANCE - Airp	98-98-00-6329	\$307.07	
OCT2013	O.M.A.G.(21302)	Workers' Compensation	98-98-00-6329	\$429.80	
OCT 2013	O.M.A.G.(425)	Liability/Auto - Airport/GERA	98-98-00-6329	\$52.55	
		<b>Total</b>		<b>\$1,552.63</b>	
11071360-16	GARVER	22519	AIP Administrative Services - Construction Se	98-98-94-6373	\$23,003.83
		<b>Total AIRPORT IMPROVEMENTS</b>		<b>\$23,003.83</b>	
		<b>Total AIRPORT FUND</b>		<b>\$24,556.46</b>	
		<b>Total AIRPORT FUND</b>		<b>\$24,556.46</b>	
		<b>Total All Funds</b>		<b>\$129,543.80</b>	

**City of Guthrie**  
**A/P Claims List**  
*from 10/11/2013 to 10/11/2013*

Invoice #	Vendor	Description	Account	Cost
OCT2013	C.L.E.E.T. (125)	Municipal Court Collection for CLEET Assess	01-00-00-2012	\$544.12
AFIS SEPT2013	O.S.B.I. (820)	12	01-00-00-2012	\$300.12
FORENSIC SEP	O.S.B.I. (820)	Municipal Court Collection AFIS And Forensic	01-00-00-2012	\$294.50
SEPT 2013	OKLAHOMA UNIFORM BLDG CO	Permit Fee Collection	01-00-00-2013	\$196.00
SEPT2013	OKLAHOMA DEPARTMENT OF P	CHILD Passenger Restraint System Collectio	01-00-00-5497	\$50.00
		<b>Total</b>		<b>\$1,384.74</b>
		<b>Total</b>		<b>\$1,384.74</b>
2034651	OKLA EMPLOYMENT SECURITY	Quarterly Unemployment Assessments (Lust	01-01-00-6040	\$1,629.40
		<b>Total</b>		<b>\$1,629.40</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$1,629.40</b>
860	A CUT ABOVE LAWN SERVICE	2 Abatements	01-05-51-6354	\$80.00
861	A CUT ABOVE LAWN SERVICE	2 Abatements	01-05-51-6354	\$175.00
862	A CUT ABOVE LAWN SERVICE	2 Abatements	01-05-51-6354	\$175.00
		<b>Total CODE COMPLIANCE</b>		<b>\$430.00</b>
		<b>Total PLANNING</b>		<b>\$430.00</b>
		<b>Total GENERAL FUND</b>		<b>\$3,444.14</b>
OCT 2013	BANCFIRST 23025		54-55-23-6714	\$24,449.50
		<b>Total PURCHASING/ACCOUNTS PAYABLE</b>		<b>\$24,449.50</b>
		<b>Total INFRASTRUCTURE</b>		<b>\$24,449.50</b>
		<b>Total CAPITAL PROJECTS</b>		<b>\$24,449.50</b>
		<b>Total All Funds</b>		<b>\$27,893.64</b>

**City of Guthrie**  
**A/P Claims List**  
 from 10/17/2013 to 10/17/2013

Invoice #	Vendor	Description	Account	Cost
2034640	OK DEPT OF EMERGENCY MGM	Refund on Overpayment for June Flood State	01-00-00-5416	\$5,730.18
		<b>Total</b>		<b>\$5,730.18</b>
		<b>Total</b>		<b>\$5,730.18</b>
000734	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$3.60
2111C	NEW HORIZONS 22959	Cleaning for Library Janitorial Contract	01-01-00-6112	\$190.00
2115	NEW HORIZONS 22959	Cleaning for Library Janitorial Contract	01-01-00-6112	\$190.00
NP39347371	FLEETCOR TECHNOLOGIES (219	Guthrie Housing Authority	01-01-00-6118	\$260.93
2034657	LOGAN COUNTY CLERK(1135)	Civil Defense Agreement	01-01-00-6371	\$2,604.31
OCT2013	CITY OF EDMOND (21508)	IT Support with City of Edmond	01-01-00-6373	\$2,111.86
123	MESO(126)	Quarterly Safety Training	01-01-00-6373	\$625.00
2034662	SAM'S CLUB DIRECT COMMERCIAL	Mumford Sons Supplies	01-01-00-6384	\$594.67
		<b>Total</b>		<b>\$6,580.37</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$6,580.37</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Building Services	01-02-25-6118	\$237.40
		<b>Total BUILDING SERVICES</b>		<b>\$237.40</b>
		<b>Total ADMINISTRATION</b>		<b>\$237.40</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Community Development	01-05-50-6118	\$103.87
		<b>Total COMMUNITY DEVELOPMENT</b>		<b>\$103.87</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Code Compliance	01-05-51-6118	\$79.41
		<b>Total CODE COMPLIANCE</b>		<b>\$79.41</b>
		<b>Total PLANNING</b>		<b>\$183.28</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Police Administration	01-07-70-6118	\$4,814.40
2034665	MATT GIBSON 23026	Whelen L.E.D. DASH LIGHTS FOR CHIEF'S	01-07-70-6316	\$100.00
		<b>Total POLICE ADMINISTRATION</b>		<b>\$4,914.40</b>
		<b>Total POLICE</b>		<b>\$4,914.40</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Streets Department	01-12-00-6118	\$2,782.82
		<b>Total</b>		<b>\$2,782.82</b>
		<b>Total STREET</b>		<b>\$2,782.82</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Fleet	01-14-00-6118	\$172.93
		<b>Total</b>		<b>\$172.93</b>
		<b>Total FLEET MAINTENANCE</b>		<b>\$172.93</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Parks and Grounds	01-15-11-6118	\$2,619.90
		<b>Total PARKS</b>		<b>\$2,619.90</b>
		<b>Total PARKS &amp; PUBLIC GROUNDS</b>		<b>\$2,619.90</b>
		<b>Total GENERAL FUND</b>		<b>\$23,221.28</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Suppression	09-09-90-6118	\$1,130.23
		<b>Total SUPPRESSION</b>		<b>\$1,130.23</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	EMS	09-09-92-6118	\$3,016.16
		<b>Total EMS</b>		<b>\$3,016.16</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Fire Administration	09-09-96-6118	\$496.98

**City of Guthrie**

**A/P Claims List**

from 10/17/2013 to 10/17/2013

Invoice #	Vendor	Description	Account	Cost
		<b>Total PREVENTION</b>		<b>\$496.98</b>
		<b>Total FIRE</b>		<b>\$4,643.37</b>
		<b>Total FIRE/EMS FUND</b>		<b>\$4,643.37</b>
1305436 130543	WASTE CONNECTIONS, INC (210		20-00-00-5466	(\$250.00)
2034670	ROBERT MORGAN (23027)	REIMBURSEMENT OF SEWER CHARGES	20-00-00-5481	\$422.06
		<b>Total</b>		<b>\$172.06</b>
		<b>Total</b>		<b>\$172.06</b>
3898	FORMS PLUS (185)	Utility Billing Envelopes	20-21-00-6308	\$853.38
OCT/2013	USPS - UNITED STATES POSTAL	Postage	20-21-00-6309	\$2,000.00
OCT2013	USPS - UNITED STATES POSTAL	Postage	20-21-00-6309	\$1,000.00
1305436/130543	WASTE CONNECTIONS, INC (210	Sanitation Commercial/Residential Service A	20-21-00-6348	\$72,842.18
		<b>Total</b>		<b>\$76,695.56</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$76,695.56</b>
1215	MID AMERICA HYDRO TECH (211	Chemicals	20-23-00-6104	\$17,551.95
1222	MID AMERICA HYDRO TECH (211	Chemicals	20-23-00-6104	\$622.22
98081	SOUTHWEST CHEMICAL (20977)	Chemicals	20-23-00-6104	\$1,449.50
98099	SOUTHWEST CHEMICAL (20977)	Chemicals	20-23-00-6104	\$4,114.00
NP39347371	FLEETCOR TECHNOLOGIES (219	WTP	20-23-00-6118	\$32.27
		<b>Total</b>		<b>\$23,769.94</b>
		<b>Total WATER PLANT</b>		<b>\$23,769.94</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	WWTP	20-24-00-6118	\$163.94
		<b>Total</b>		<b>\$163.94</b>
		<b>Total WASTE WATER TREATMENT PLANT</b>		<b>\$163.94</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Convenience Center	20-26-00-6118	\$0.00
1305436/130543	WASTE CONNECTIONS, INC (210	Sanitation Convenience Center Service Agree	20-26-00-6375	\$5,739.69
		<b>Total</b>		<b>\$5,739.69</b>
		<b>Total CONVENIENCE CENTER</b>		<b>\$5,739.69</b>
NP39347371	FLEETCOR TECHNOLOGIES (219	Line Maintenance	20-27-00-6118	\$2,567.85
		<b>Total</b>		<b>\$2,567.85</b>
		<b>Total LINE MAINTENANCE</b>		<b>\$2,567.85</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$109,109.04</b>
QTR JULY SEPT	GUTHRIE CHAMBER OF COMME	Guthrie Chamber	45-45-00-6367	\$37,317.38
		<b>Total</b>		<b>\$37,317.38</b>
		<b>Total HOTEL/MOTEL-TOURISM</b>		<b>\$37,317.38</b>
		<b>Total HOTEL/MOTEL TAX FUND</b>		<b>\$37,317.38</b>
497060	BOBCAT OF OKLAHOMA CITY 2	E45 Bobcat Compact Excavator - State Contr	54-56-15-6524	\$46,180.51
		<b>Total PARKS &amp; PUBLIC GROUNDS</b>		<b>\$46,180.51</b>
		<b>Total VEHICLES &amp; EQUIPMENT</b>		<b>\$46,180.51</b>
		<b>Total CAPITAL PROJECTS</b>		<b>\$46,180.51</b>

**City of Guthrie**  
**A/P Claims List**  
*from 10/17/2013 to 10/17/2013*

Invoice #	Vendor	Description	Account	Cost
NP39347371	FLEETCOR TECHNOLOGIES (219	Airport	98-98-00-6118	\$401.82
		Total		\$401.82
		Total AIRPORT FUND		\$401.82
		Total AIRPORT FUND		\$401.82
		Total All Funds		\$220,873.40

**City of Guthrie**  
**A/P Claims List**  
*from 10/18/2013 to 10/18/2013*

Invoice #	Vendor	Description	Account	Cost
OCT2013	BANK OF AMERICA 22774		01-01-00-6100	(\$3.60)
		<b>Total</b>		<b>(\$3.60)</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>(\$3.60)</b>
OCTOBER 2013	BANK OF AMERICA 22774	Computer Supplies	01-05-53-6123	\$225.00
		<b>Total ECONOMIC DEVELOPMENT</b>		<b>\$225.00</b>
		<b>Total PLANNING</b>		<b>\$225.00</b>
OCTOBER 2013	BANK OF AMERICA 22774	Vehicle Maintenance	01-07-70-6316	\$1,063.63
		<b>Total POLICE ADMINISTRATION</b>		<b>\$1,063.63</b>
		<b>Total POLICE</b>		<b>\$1,063.63</b>
OCTOBER 2013	BANK OF AMERICA 22774	Machine Maintenance	01-12-00-6317	\$30.00
		<b>Total</b>		<b>\$30.00</b>
		<b>Total STREET</b>		<b>\$30.00</b>
OCTOBER 2013	BANK OF AMERICA 22774	Safety Supplies	01-15-11-6110	\$34.44
OCTOBER 2013	BANK OF AMERICA 22774	Building and Grounds	01-15-11-6112	\$41.62
OCTOBER 2013	BANK OF AMERICA 22774	Machine Maintenance	01-15-11-6317	\$40.00
		<b>Total PARKS</b>		<b>\$116.06</b>
		<b>Total PARKS &amp; PUBLIC GROUNDS</b>		<b>\$116.06</b>
		<b>Total GENERAL FUND</b>		<b>\$1,431.09</b>
OCTOBER 2013	BANK OF AMERICA 22774	Safety Supplies	09-09-90-6110	\$18,900.00
OCTOBER 2013	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-90-6316	\$230.23
		<b>Total SUPPRESSION</b>		<b>\$19,130.23</b>
OCTOBER 2013	BANK OF AMERICA 22774	Chemicals	09-09-92-6104	\$495.00
		<b>Total EMS</b>		<b>\$495.00</b>
		<b>Total FIRE</b>		<b>\$19,625.23</b>
		<b>Total FIRE/EMS FUND</b>		<b>\$19,625.23</b>
OCTOBER 2013	BANK OF AMERICA 22774	Machine Maintenance	20-23-00-6317	\$16.58
		<b>Total</b>		<b>\$16.58</b>
		<b>Total WATER PLANT</b>		<b>\$16.58</b>
OCTOBER 2013	BANK OF AMERICA 22774	Building and Grounds	20-26-00-6112	\$24.12
OCTOBER 2013	BANK OF AMERICA 22774	Machine Maintenance	20-26-00-6317	\$43.00
		<b>Total</b>		<b>\$67.12</b>
		<b>Total CONVENIENCE CENTER</b>		<b>\$67.12</b>
OCTOBER 2013	BANK OF AMERICA 22774	Misc. Supplies	20-27-00-6114	\$9.15
OCTOBER 2013	BANK OF AMERICA 22774	Water/Sewer Maintenance	20-27-00-6119	\$4.80
OCTOBER 2013	BANK OF AMERICA 22774	Vehicle Maintenance	20-27-00-6316	\$45.52
		<b>Total</b>		<b>\$59.47</b>
		<b>Total LINE MAINTENANCE</b>		<b>\$59.47</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$143.17</b>
OCTOBER 2013	BANK OF AMERICA 22774	Vehicle Maintenance	98-98-00-6316	\$89.88

**City of Guthrie**  
**A/P Claims List**  
from 10/18/2013 to 10/18/2013

Invoice #	Vendor	Description	Account	Cost
		Total		\$89.88
		Total AIRPORT FUND		\$89.88
		Total AIRPORT FUND		\$89.88
		Total All Funds		\$21,289.37

**City of Guthrie**  
**A/P Claims List**  
*from 10/24/2013 to 10/24/2013*

Invoice #	Vendor	Description	Account	Cost
32487	O.M.A.G.(21303)	Job Corp Endorsement	01-01-00-6326	\$85.97
		<b>Total</b>		<b>\$85.97</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$85.97</b>
2034672	LOGAN COUNTY COURIER 2265	Reward Ad	01-02-24-6334	\$48.00
		<b>Total HUMAN RESOURCES</b>		<b>\$48.00</b>
		<b>Total ADMINISTRATION</b>		<b>\$48.00</b>
9276	OKC ECONOMIC DEVELOPMENT	Greater OKC Partnership, July 2013 to June	01-05-53-6355	\$2,656.00
		<b>Total ECONOMIC DEVELOPMENT</b>		<b>\$2,656.00</b>
		<b>Total PLANNING</b>		<b>\$2,656.00</b>
2034646	MICHAEL JOHNS 22895	Replace Glasses - Damaged	01-07-70-6114	\$244.40
		<b>Total POLICE ADMINISTRATION</b>		<b>\$244.40</b>
		<b>Total POLICE</b>		<b>\$244.40</b>
		<b>Total GENERAL FUND</b>		<b>\$3,034.37</b>
322050	GREG ROBERTS (21015)	Annual Pump Test/Certification Engine 3 and	09-09-90-6362	\$390.00
		<b>Total SUPPRESSION</b>		<b>\$390.00</b>
SEPT 2013	INTERMEDIX (22025)	Professional Services	09-09-92-6373	\$10,846.67
		<b>Total EMS</b>		<b>\$10,846.67</b>
		<b>Total FIRE</b>		<b>\$11,236.67</b>
		<b>Total FIRE/EMS FUND</b>		<b>\$11,236.67</b>
32487	O.M.A.G.(21303)	GPWA Endorsement	20-21-00-6326	\$4,213.62
		<b>Total</b>		<b>\$4,213.62</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$4,213.62</b>
98195	SOUTHWEST CHEMICAL (20977)	Chemicals	20-23-00-6104	\$774.50
		<b>Total</b>		<b>\$774.50</b>
		<b>Total WATER PLANT</b>		<b>\$774.50</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$4,988.12</b>
32487	O.M.A.G.(21303)	Airport Endorsement	98-98-00-6329	\$58.27
		<b>Total</b>		<b>\$58.27</b>
17	GARVER 22519	AIP Administrative Services - Construction Se	98-98-94-6373	\$17,043.75
		<b>Total AIRPORT IMPROVEMENTS</b>		<b>\$17,043.75</b>
		<b>Total AIRPORT FUND</b>		<b>\$17,102.02</b>
		<b>Total AIRPORT FUND</b>		<b>\$17,102.02</b>
		<b>Total All Funds</b>		<b>\$36,361.18</b>

**City of Guthrie**  
**A/P Claims List**  
*from 10/28/2013 to 10/28/2013*

Invoice #	Vendor	Description	Account	Cost
NOV2013	AT&T LONG DISTANCE (21268)	AT&T Monthly Long Distance Phone Bill - Ge	01-01-00-6301	\$282.35
NOV2013	O.M.A.G.(21303)	BUILDING & PROPERTY INSURANCE - Gen	01-01-00-6326	\$3,470.30
NOV2013	O.M.A.G.(21302)	Workers' Compensation - General	01-01-00-6326	\$12,383.71
NOV2013	O.M.A.G.(425)	Liability/Auto - General	01-01-00-6326	\$4,108.97
		<b>Total</b>		<b>\$20,245.33</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$20,245.33</b>
920	A CUT ABOVE LAWN SERVICE	2 Abatements	01-05-51-6354	\$200.00
921	A CUT ABOVE LAWN SERVICE	2 Abatements	01-05-51-6354	\$70.00
922	A CUT ABOVE LAWN SERVICE	2 Abatements	01-05-51-6354	\$185.00
		<b>Total CODE COMPLIANCE</b>		<b>\$455.00</b>
		<b>Total PLANNING</b>		<b>\$455.00</b>
04-1401711	OKLA DEPARTMENT OF PUBLIC	OLETS Maintenance	01-07-79-6304	\$350.00
		<b>Total COMMUNICATIONS</b>		<b>\$350.00</b>
		<b>Total POLICE</b>		<b>\$350.00</b>
		<b>Total GENERAL FUND</b>		<b>\$21,050.33</b>
NOV2013	AT&T LONG DISTANCE (21268)	AT&T Monthly Long Distance Phone Bill - GP	20-21-00-6301	\$282.35
NOV2013	USPS - UNITED STATES POSTAL	Postage	20-21-00-6309	\$2,000.00
NOVE2013	USPS - UNITED STATES POSTAL	Postage	20-21-00-6309	\$1,000.00
NOV2013	O.M.A.G.(21303)	BUILDING & PROPERTY INSURANCE - GP	20-21-00-6326	\$3,470.30
NOV2013	O.M.A.G.(21302)	Workers' Compensation - GPWA	20-21-00-6326	\$12,383.71
NOV2013	O.M.A.G.(425)	Liability/Auto - GPWA	20-21-00-6326	\$4,108.97
		<b>Total</b>		<b>\$23,245.33</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$23,245.33</b>
2034661	RUDY BOX & ASSOCIATES, INC.	Replace Interior Lift Station Pit with New	20-24-00-6312	\$12,500.00
		<b>Total</b>		<b>\$12,500.00</b>
		<b>Total WASTE WATER TREATMENT PLANT</b>		<b>\$12,500.00</b>
OCTOBER 2013	Justin Hayes (23007)	Contract Meter Reader for FY14	20-27-00-6054	\$2,971.46
		<b>Total</b>		<b>\$2,971.46</b>
		<b>Total LINE MAINTENANCE</b>		<b>\$2,971.46</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$38,716.79</b>
NOVE2013	BANCFIRST 23025		54-55-23-6714	\$24,449.50
		<b>Total PURCHASING/ACCOUNTS PAYABLE</b>		<b>\$24,449.50</b>
		<b>Total INFRASTRUCTURE</b>		<b>\$24,449.50</b>
NOV2013	OKLAHOMA STATE BANK (22069)	10 Wheel Dump Truck Loan	54-56-12-6708	\$2,031.00
NOVEMBER 201	COMMUNITY STATE BANK 2287	Warren Cat Equipment - Front Loader Loan	54-56-12-6718	\$2,687.82
		<b>Total STREET DEPARTMENT</b>		<b>\$4,718.82</b>
		<b>Total VEHICLES &amp; EQUIPMENT</b>		<b>\$4,718.82</b>
		<b>Total CAPITAL PROJECTS</b>		<b>\$29,168.32</b>
05-050500-002 R	MISCELLANEOUS		71-00-00-5555	\$116.71
06-061710-009 R	MISCELLANEOUS		71-00-00-5555	\$38.59
07-071600-009 R	MISCELLANEOUS		71-00-00-5555	\$134.00

**City of Guthrie**  
**A/P Claims List**  
 from 10/28/2013 to 10/28/2013

Invoice #	Vendor	Description	Account	Cost
		<b>Total</b>		<b>\$289.30</b>
		<b>Total</b>		<b>\$289.30</b>
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$289.30</b>
NOV2013	AT&T LONG DISTANCE (21268)	AT&T Monthly Long Distance Phone Bill - Air	98-98-00-6301	\$6.41
NOV2013	O.M.A.G.(21303)	BUILDING & PROPERTY INSURANCE - Airp	98-98-00-6329	\$307.07
NOV2013	O.M.A.G.(21302)	Workers' Compensation	98-98-00-6329	\$429.80
NOV2013	O.M.A.G.(425)	Liability/Auto - Airport/GERA	98-98-00-6329	\$52.55
		<b>Total</b>		<b>\$795.83</b>
12071360-3	GARVER 22519	Profesional Services Snow Equipment AIP Pr	98-98-94-6373	\$4,260.00
2034652	P&K EQUIPMENT (23017)	John Deer 5075M Tractor, 75 HP, MFWD, Ful	98-98-94-6591	\$67,807.37
		<b>Total AIRPORT IMPROVEMENTS</b>		<b>\$72,067.37</b>
		<b>Total AIRPORT FUND</b>		<b>\$72,863.20</b>
		<b>Total AIRPORT FUND</b>		<b>\$72,863.20</b>
NOV2013	OKLAHOMA DEPARTMENT OF C	Spirit Wing Loan	99-99-00-6702	\$1,041.67
		<b>Total</b>		<b>\$1,041.67</b>
		<b>Total GUTHRIE INDUSTRIAL DEVLEOPMENT</b>		<b>\$1,041.67</b>
		<b>Total GUTHRIE INDUSTRIAL DEVELOPMENT</b>		<b>\$1,041.67</b>
		<b>Total All Funds</b>		<b>\$163,129.61</b>