



62nd City Council
Mayor Mark Spradlin
Ward I – John Wood, Trey Ayers **Ward II** – Jeff Taylor, Clarice Reandeau
Ward III – Gaylord Z. Thomas, Sharyl Padgett

SPECIAL CITY COUNCIL MEETING WORKSHOP

Tuesday, March 17, 2015 at 6:00p.m.
City Hall 3rd Floor Conference Room
101 N. 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Public Comments.
3. Discussion regarding quality of life project recommendations.
4. Request for future items of discussion.
5. Adjournment.



62nd City Council
Mayor Mark Spradlin
Ward I -Trey Ayers, John Wood Ward II - Jeff Taylor, Clarice Reandau
Ward III - Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, March 17, 2015 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Community Announcements and Recognitions.
a. Arbor Day Proclamation.
3. Consent Agenda.
All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held March 3, 2015 1
B. Consider approval of the receipt of Permit No. SL000042150019 for the construction of 1033 linear feet of eight (8) inch PVC sanitary sewer line to serve Love’s Travel Stops & Country Store, and to be noted in the minutes after which will be maintained as a permanent record 3
4. Discussion and possible action to authorize City staff to adopt the Oklahoma Municipal Retirement Fund (OMRF) Resolution No. 2015-07 reflecting changes to the Trust Indenture..... 7
5. Discussion and possible action regarding the Cartegraph Agreement for the Guthrie Public Works Authority43
6. Adjournment.

CITY COUNCIL MEETING

62nd City Council
Tuesday, March 17, 2015, 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 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 council member 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 held on March 3, 201560
- B. Consider approval of minutes of the Regular City Council Meeting held on March 3, 2015.....61
- C. Consider approval of waiving the rental fee for the Mineral Wells Pavilion for the Parent-Teacher Organization (PTO) of the Guthrie Upper Elementary School (GUES) on Tuesday, April 7, 2015.....64
- D. Consider approval of the renewal of the Sports Field Use Agreement for the Softball Association for the use of Owen Field66
- E. Consider approval of the renewal of the Sports Field Use Agreement for the Little League Baseball Association for the use of Kiwanis Field.....79
- F. Consider approval of the renewal of the Sports Field Use Agreement for the Guthrie Baseball Summer League for the use of Cottonwood Flats.....92
- G. Consider approval to reject all bids for Bid No. 2013-07, Safe Routes to School Fogarty Project..... 105
- H. Consider approval to allow the Purchasing Agent to rebid the Safe Routes to School Fogarty Project..... 107
- I. Consider approval to reject all bids for construction of a Pilots’ Lounge at Guthrie-Edmond Regional Airport 109
- 3. Discussion and possible action to authorize City staff to adopt the Oklahoma Municipal Retirement Fund (OMRF) Resolution No. 2015-07 reflecting changes to the Trust Indenture. 7
- 4. Discussion and possible action regarding appointment(s) to the Guthrie Forestry Board 110
- 5. City Manager’s Report
- 6. Requests/comments from members of the City Council
- 7. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:
 - A. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of public officer or employee (Alternate City Judge).
- 8. Consider action regarding Alternate City Judge.
- 9. Adjournment.

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

March 3, 2015

The regular meeting of the Guthrie Public Works Authority was posted on Friday, February 27, 2015, before 5:00 p.m. and held Tuesday, March 3, 2015, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Mark Spradlin.

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

Chairman Mark Spradlin called the meeting to order at 7:01 p.m.

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

Members Absent: None

Staff Present: Sereniah Breland Randel Shadid Kim Biggs
 Jim Ahlgren Maxine Pruitt Cody Mosley
 Don Sweger

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

Community Announcements and Recognitions. None.

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held February 17, 2015.

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

Aye: Spradlin, Wood, Ayers, Thomas, Padgett, Taylor, Reandeau
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Resolution No. 2015-05. Motion by Trustee Thomas, seconded by Trustee Padgett, moved approval of Resolution No. 2015-05, establishing a fee for non-accidental tampering with a water meter as recommended by the Citizens Rate and Fee Advisory Committee. Trustees entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Thomas, Padgett, Taylor, Reandean
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Utilizing Oklahoma City (OKC) Waterline Fund. Motion by Trustee Thomas, seconded by Trustee Taylor, moved approval of using the OKC Waterline Fund for the construction of a Cottonwood Creek Raw Intake Dam Refurbishment. Trustees entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Thomas, Padgett, Taylor, Reandean
Nay: None

Chairman Spradlin declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie Public Works Authority Trustees, Chairman Spradlin declared the meeting adjourned at 7:05 p.m.

Kim Biggs, Secretary

Mark Spradlin, Chairman



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
March 17, 2015

Contact
Maxine Pruitt,
Municipal Services
Director

Agenda Item

Consider approval of the receipt of Permit No. SL000042150019 for the construction of 1033 linear feet of eight (8) inch PVC sanitary sewer line to serve Love’s Travel Stops & Country Store, and to be noted in the minutes after which will be maintained as a permanent record.

Summary

This permit is issued by the Oklahoma Department of Environmental Quality, (DEQ) as approval for the construction of 1033 linear feet of eight (8) inch PVC sanitary sewer line with all appurtenances to serve the Love’s Travel Stops & Country Store, Logan County, Oklahoma.

DEQ requires that the receipt of this permit should be noted in the minutes of a regular meeting of the City of Guthrie Council Meeting, after which it should be made a matter of permanent record.

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number _____ **Amount** _____
Legal Review N/A Required Completed Date: _____

Supporting documents attached

- Permit No. SL000042150019, Love’s Travel Stops & Country Store

Recommendation

Approve the receipt of Construction Permit No. SL000042150019.

Action Needed Public Hearing Motion Emergency Clause



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

February 27, 2015

Mr. Chuck Burtcher, Chairman
City of Guthrie
101 North 2nd Street
Guthrie, Oklahoma 73044

Re: Permit No. SL000042150019
Love's Travel Stops & Country Store
Facility No. S-20930

Dear Mr. Burtcher:

Enclosed is Permit No. SL000042150019 for the construction of 1033 linear feet of eight (8) inch PVC sanitary sewer line with all appurtenances to serve the Love's Travel Stops & Country Store, Logan County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 27, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Guthrie, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads "Sara Senyondo". The signature is written in a cursive, flowing style.

Sara Senyondo, Ph.D.
Construction Permit Section
Water Quality Division

SS/RC/bg

Enclosure

c: Mark C. Grubbs, P.E., Grubbs Consulting, LLC



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000042150019

SEWER LINES

FACILITY No. S-20930

PERMIT TO CONSTRUCT

February 27, 2015

Pursuant to O.S. 27A 2-6-304, the City of Guthrie is hereby granted this Tier I Permit to construct 1033 linear feet of eight (8) inch PVC sanitary sewer line with all appurtenances to serve the Love's Travel Stops & Country Store, located in NE/4, Section 10, T-16-N, R-2-W, Logan County, Oklahoma, in accordance with the plans approved February 27, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000042150019
SEWER LINES
FACILITY No. S-20930

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

March 17, 2015

Contact

Jim Ahlgren,
Human Resource
Director

Agenda Item

Discussion and possible action to authorize City staff to adopt the Oklahoma Municipal Retirement Fund (OMRF) Resolution No. 2015-07 reflecting changes to the Trust Indenture.

Summary

The City of Guthrie provides the OMRF retirement plan for City and Public Works full time employees. The City has been advised by OMRF that the Trust Indenture requires changes, and subsequently, approval of the attached Resolution (No. 2015-07). The change reflects defined contribution plan accounts going to a daily valuation basis, which will be reflected in the individual participants' accounts.

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

Supporting documents attached

- Resolution No. 2015-07
- OMRF Exhibit 1 Trust Indenture Establishing Oklahoma Municipal Retirement Fund (changes highlighted)

Recommendation

Approve Resolution No. 2015-07.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2015-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE APPROVING AN AMENDED AND RESTATED TRUST INDENTURE FOR THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING AMENDMENTS TO THE TRUST TO AUTHORIZE DAILY VALUATIONS AND DAILY ACCOUNTING FOR ASSETS WITHIN THE MASTER DEFINED CONTRIBUTION PLANS ADMINISTERED BY OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR DAILY VALUATION OF PARTICIPANT ACCOUNTS IN THE DEFINED CONTRIBUTION PLANS ADMINISTERED BY OKLAHOMA MUNICIPAL RETIREMENT FUND AND PROVIDING PROCEDURES AND RULES FOR ACCOUNTING OF SUCH ASSETS; PROVIDING FOR EFFECTIVE DATE OF AMENDED AND RESTATED TRUST INDENTURE AND CONTINUING EXISTING TRUST AS AMENDED IN FULL FORCE AND EFFECT.

WHEREAS, the Board of Trustees of Oklahoma Municipal Retirement Fund have approved an Amended and Restated Trust Indenture of the Oklahoma Municipal Retirement Fund which makes various amendments to the Trust for purposes of allowing daily valuations and rules and procedures for accounting of assets in the Master Defined Contribution Plan which amendment is attached hereto as Exhibit "1"; and,

WHEREAS, the amendment can only become effective upon approval by a two-thirds (2/3) majority of the participating employers in the Oklahoma Municipal Retirement Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Guthrie that the attached amendment to the Oklahoma Municipal Retirement Fund Trust Indenture is approved.

*****END*****

The foregoing Resolution was duly adopted and approved by the City Council of the City of Guthrie, on the ____ day of _____, 2015, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR/CHAIRMAN

ATTEST:

CLERK/SECRETARY

Highlighted
Material changes

EXHIBIT 1

TRUST INDENTURE ESTABLISHING OKLAHOMA MUNICIPAL RETIREMENT FUND

TRUST INDENTURE

OKLAHOMA MUNICIPAL RETIREMENT FUND

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ARTICLE I

Name

1.1 Name: The trust hereby created shall be designated and known as “OKLAHOMA MUNICIPAL RETIREMENT FUND.”

1.2 Continuation of Trust. This Trust is an amendment, restatement and continuation of the existing Trust Indenture Establishing Oklahoma Municipal Retirement Fund. This amendment and restatement of the Trust is effective upon date set forth in a separate certification by the Trustees as the effective date of the conversion of the defined contribution System administration to a daily valuation basis; provided that, the effective date in such certification shall not be retroactive to a date prior to the date of the certification.

ARTICLE II

Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Trust Indenture, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary.

Authorized Agent shall mean the person designated by each Employer to represent it in its transactions with the Trustees of this Trust and to perform such other duties as are set forth herein and in the system of such Employer.

Daily Valuation Date shall mean each business day of the Plan Year for which there is an established market value for System assets.

Employee shall mean any employee covered by the system of an Employer.

Employer shall mean: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipality(ies) as beneficiary(ies); (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma Statutes, which has adopted a plan or system as herein defined and which has become a participant in this trust according to the terms hereof.

Oklahoma Municipal League shall mean the wholly owned and financed instrumentality of its member city and town governments by that name, in existence since 1913 to perform common functions of each, and wholly controlled by an elected board of municipal officials.

System shall mean each and every employee's retirement fund and system created or adopted by an employer which is a participant in this trust.

Trust or Oklahoma Municipal Retirement Fund shall mean the Trust hereby created and may be used to refer collectively to all the assets at any time comprising the corpus and accumulated income thereof.

Trust Administrator shall mean the person, firm or corporation appointed by the Trustees to see to the day to day operations of the Trust and to perform such other duties as are herein specified.

Trustees shall mean the group or body composed of all Trustees serving hereunder at any particular time.

2.2 Construction: Any word appearing in this Trust Indenture denoting gender, whether masculine, feminine or neuter, shall, unless the context clearly indicates to the contrary, include any other gender. The words “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall mean and refer to this entire Trust Indenture, not to any particular provision or section. In all matters regarding this Trust, the decision of the Trustees shall control and the construction, interpretation, resolution of any conflicts or inconsistencies determined by the Trustees and their determination as to what should be supplied in the event of omission, shall be binding and conclusive upon all persons and for all purposes.

ARTICLE III

Trustees

3.1 Existing Trustees: The Trustees serving on the effective date of this amendment shall serve as such Trustees until their successors are elected and qualified as hereinafter provided. These Trustees shall be referred to as the existing Trustees.

3.2 Creation of District Boundaries: The State of Oklahoma shall be separated into eight districts for purposes of nomination of Trustees to the Oklahoma Municipal Retirement Fund. The eight districts shall be as shown on the attached map, and shall be numbered one through eight. The Trustees may, from time to time, amend the district boundaries as necessary by adopting a resolution setting forth amended district boundaries. No amendment to district boundaries shall disqualify a Trustee from completing his or her unexpired term.

3.3 Number of Trustees and Nominations: The Trustees of this Trust shall be nine (9) in number. The Trustees shall be nominated by participating employer(s) located within the district boundaries of the district for which nomination is made, except one Trustee shall serve at-large, and such at-large Trustee may be nominated by any employer. Such nominations shall be made by resolution of the employer and shall be filed with the Trust Administrator between May 20th and June 30th, both inclusive, of each year for terms expiring in that year. No nominations received by the Trust Administrator after June 30th, shall be considered.

3.4 Elections: After June 30th, the Trust Administrator shall prepare a ballot listing thereon the names and a brief resume of the background and experience of all nominees for the office for which said Trustee was nominated, (i.e., the district or at-large), and shall forward on or before July 20th of each year by certified mail a copy of the ballot to the authorized agent of each employer. The governing body of each employer shall be entitled to cast by resolution one vote for each office to be filled, provided no vote shall be split or cast in any fraction or part of the whole. The resolution shall direct the authorized agent to indicate the results of its voting on the ballot furnished by the Trust Administrator, and to return the ballot to the Trust Administrator. The ballot shall be returned to the Trust Administrator between July 20th and August 30th of each year, and no ballots received by the Trust Administrator after August 30th shall be counted. The nominee from each district receiving the largest number of votes shall be elected to the office of Trustee for the respective district. In the event of a tie, the Trust Administrator shall, on or before September 10th, prepare a second ballot listing thereon the names of the nominees receiving such equal number of votes, following the same procedure as provided for the first ballot, the governing body of the employers shall again vote, and the nominee(s) receiving the largest number of votes shall be elected. Tie vote ballots shall be returned to the Trust Administrator on or before October 20th, and no ballots received after that date shall be counted.

A ballot signed by the authorized agent of an employer shall be conclusive evidence of the vote or votes cast by such employer.

The Trust Administrator shall notify the employers of the final results of the election as soon as same is determined, and the Trustees so elected shall take office on October 1st, except in the case of Trustees elected on a tie vote ballot, who shall take office on November 1st.

3.5 Transitional Provisions: In 1994, the Trustee for the “at-large” position shall be elected, and in 1995 the Trustee for District No. 2 shall be elected. The initial terms for the offices of Trustees after adoption of this amendment shall expire as follows:

<u>Trustee District</u>	<u>Expiration</u>
No. 1	1998
No. 2	1995
No. 3	1997
No. 4	1994
No. 5	1996
No. 6	1996
No. 7	1995
No. 8	1997
At-large	1994

As soon as possible after the effective date of this amendment, the two newly created Trustee offices from District No. 2 and the At-Large position shall be filled by appointment by a majority of the existing Trustees for terms expiring as follows: District No. 2 expires in 1995, and Trustee at-large expires in 1994.

3.6 Terms of Office: Except as provided in Section 3.5, the Trustees so elected under this Trust Agreement shall serve for terms of five years, or until their successors are qualified.

3.7 Bonding Requirements: Each Trustee and Successor Trustee serving hereunder at any time shall be covered by a corporate surety bond in an amount equal to at least ten percent (10%) of the total value of the Trust assets as determined at the close of the last fiscal year of the Trust, in favor of the Trust hereby created and conditioned upon the full and faithful performance of all duties, obligations, and responsibilities hereby imposed upon such Trustees, provided that no such bond shall be required in an amount in excess of \$500,000.00 per Trustee. The cost of expense of such bond, which may be in the form of a blanket bond, shall be considered a proper operating expense of the Trust and shall be paid from the segregated operating funds held by the Trustees.

3.8 Filling Vacancies: Any vacancies in the Trustees occurring during any year may be filled by appointment by the Chairman with confirmation by the affirmative vote of a majority of the Trustees then serving. Any Trustee so appointed and confirmed by the Trustees shall hold office for the remainder of the term of the vacating Trustee, subject to the other provisions hereof, and until the election and qualification of his successor. Trustees appointed under this section shall meet the qualifications set forth in Section 3.15 of this Trust.

3.9 Officers and Duties: The Trustees shall elect from their membership the following officers who shall serve for a term of one (1) year or until their successors are elected, but any officer shall be considered eligible for election to succeed himself:

Chairman: The Chairman shall be the chief executive officer of the Trustees, and shall preside at all meetings of the members of the Trustees, and shall, after appropriate resolution of the Trustees, sign all contracts, deeds, and other formal instruments on

behalf of the Trustees, and shall sign all checks disbursing any part of the segregated Trust Operating Fund held by the Trustees.

Vice-Chairman: The Vice-Chairman shall in the absence of or during the disability of the Chairman, have all the powers and perform all the duties of the Chairman.

Secretary: Under the direction of the Trustees the Secretary shall have charge of the records of all proceedings of the Trustees and shall record minutes of all meetings of the Trustees, and shall attest to the signature of the Chairman on all documents or instruments requiring such signature, and shall make such reports and certifications, and shall perform such other duties as are incident to his office or may be required of him by the Trustees. One or more Assistant Secretary may be elected by the Trustees.

Treasurer: The Treasurer shall certify to the accuracy of all statements and reports relating to the assets of the Trust and shall countersign all checks disbursing any part of the segregated Trust Operating Fund held by the Trustees.

3.10 Office, Records and Meetings: The Trustees shall establish an office or offices with suitable space for meetings of the Trustees and for use of the Trust Administrator and other administrative personnel. The Trustees shall maintain accurate and detailed records and accounts of all their transactions. All books and records of the Trustees, the Administrator, and the Trust shall be kept in such office or offices or in such other specified place or places as the Trustees shall designate for safekeeping and or convenient, ready reference. The Trustees shall hold meetings in such office or offices, on a regular basis once each month, and at such other times upon the call of the Chairman or a majority of the Trustees. All books and records, including the record of the Trustees' proceedings shall be available at all reasonable times for inspection or audit by any employer, employee, or other interested person or persons.

3.11 Meetings: The meetings of the Trustees of the Oklahoma Municipal Retirement Fund shall be subject to the Open Meeting Act.

3.12 Quorum: At any meeting of the Trustees the presence of a majority of the Trustees then serving shall be necessary to constitute a quorum for all purposes, and the act of a majority of the Trustees present at any meeting at which there is a quorum shall be the act of all the Trustees, except as may otherwise be specifically provided by law or by this Trust Agreement.

3.13 Compensation: No Trustee or Successor Trustee serving hereunder shall be entitled to receive any compensation for his services as such Trustee, but all such Trustees shall be entitled to reimbursement out of the Trust Operating Fund held by the Trustees of all reasonable expenses, including a reasonable travel allowance incurred in order to attend meetings of the Trustees or to perform other necessary and proper duties incident to the office of such Trustee.

3.14 Systems for Reference: Each employer shall deliver to the Trustees a copy of the System established by such employer and any amendment thereto for convenience of reference, but the rights, powers, titles, duties, discretions, and immunities of the Trustees shall be governed solely by this instrument without reference to such System.

3.15 Qualifications, Disqualification, and Limitations: Each person nominated, elected, or appointed to serve as Trustee of this Trust shall be at the time he is to take office an officer of the employer, member of the governing body of the employer, or an active or retired participant in the system. (Active or retired participant shall mean an employee with an account balance or benefit remaining in the system.) For the district offices the Trustee shall be an officer or member of the governing body of an employer located in the district represented by the Trustee, and in the case of a retired or active participant the Trustee's participation must be with an employer located in the district for which the Trustee serves.

Any Trustee shall immediately be disqualified upon failing to meet any of the criteria for qualification as set forth above.

ARTICLE IV

Trust Assets

4.1 Assets and Interests: The assets of this Trust shall consist of such assets and the income therefrom, including such contributions as shall from time to time be made to the Trustees by each Employer under its System, or property for which any of the same shall be exchanged or into which any of the same shall be converted, together with any other assets from time to time held hereunder by the Trustees. All legal right, title and interest in and to the assets of the Trust shall at all times be vested exclusively in the Trustees or their nominee and no Employee shall be deemed to have a severable ownership of any asset of the Trust or any right of partition or possession thereof, but each Employer shall have a proportionate undivided interest therein, based upon the number of units of participation and the value of other assets allocated to its account, sharing ratably with other Employers in the income, gains or losses.

4.2 Valuations: The Securities Custodian(s) shall appraise and place valuations upon the assets of the Trust held by it as of the month end with respect to the assets of each defined benefit System and on each Daily Valuation Date for each defined contribution System. The Recordkeeper(s) shall appraise and place valuations upon the assets of each defined contribution System and the individual participant accounts of each Daily Valuation Date. Any Trust assets not held by the Securities Custodian(s) shall be appraised and valued by the Trustees on said date.

The valuation of all assets of the Trust shall be both at cost and at the fair market value thereof as determined by reference to the best available source or sources in the opinion of the Securities Custodian(s) and the Trustee, and both the Securities Custodian(s) and Trustees may rely on figures, or statements appearing in any reputable publication purporting to state sales prices, market quotations, values, bid and asking prices, or any facts affecting values and upon the opinion of one or more persons familiar with the reasonable market value of any assets to be valued, and shall incur no liability for error in any such valuations made in good faith.

4.3 Units of Participation:

(1) Defined Benefit Systems. This paragraph shall apply solely to the valuation of defined benefit System assets. As of each valuation date the invested portion of the Trust assets in the hands of the Securities Custodian(s) shall be divided into units of equal value for convenience in determining the proportionate interest of the plan or System of each separate Employer and the proportionate interest of each such Employer shall be expressed by the number of such units allocated thereto. The initial value of each such unit shall be Ten Dollars (\$10.00) and thereafter its value shall be a fractional portion of the established valuation of all assets of the Trust in the hands of the Securities Custodian(s) using one (1) as the numerator of such fraction and the total number of units participating in the Trust as the denominator. The Trustees may from time to time cause the units of the Trust to be divided into a greater number of units of lesser value or cause them to be combined into a lesser number of units of greater value. Units of participation in the invested portion of the Trust assets in the hands of the Securities Custodian(s) shall not be evidenced by any form of certificate, but the Trustee shall maintain a record of the number of units outstanding allocated to each Employer.

(2) Defined Contribution Systems. This paragraph shall apply solely to defined contribution System assets. The units of participation method described in Section 4.3(1) above may be used to determine the proportionate interest of each defined contribution System in the portion of the Trust attributable to defined contribution Systems. Alternatively, the proportionate interest of each defined contribution System may be determined directly as the market value of all participant accounts of a defined contribution System on a given Daily Valuation Date compared with the total market value of all participant accounts of all defined contribution Systems on such Daily Valuation Date.

ARTICLE V

Trust Expenses

5.1 Repealed April 1, 1991

5.2 Costs and Expenses: All costs and expenses incurred in the operation, administration, investment, and management of the Trust shall be paid from the Trust assets for and on behalf of the employees or other beneficiaries participating in the system, by the Securities Custodian(s) from the funds in its possession. The Trustees shall have discretion to allocate costs and expenses among the participating Systems in a reasonable manner. Disbursements from the Trust for expenses shall be made only upon approval by the Trustees. Provided, the Trustees are authorized to charge costs for special participant record keeping and reports to the requesting participants or Employer. Provided further, the Trustees and the Recordkeeper(s) shall have discretion to charge an employee's account for reasonable expenses directly related to that account. Nothing herein shall authorize the payment of any funds from the Trust assets except those funds necessary to pay the reasonable and necessary expenses of the operation, administration; investment, and management of the Trust for the benefit of the participating employees and their beneficiaries.

5.3 Repealed April 1, 1991

5.4 Repealed April 1, 1991

5.5 Equipment and Supplies: The Trustees are authorized to purchase such equipment and supplies as they shall deem necessary for the efficient operation, administration, and management of the Trust. Such payments shall be considered an expense of the Trust and the equipment and supplies so purchased shall be an asset of the Trust and shall be held by the Trustees as such and no Employer shall be deemed to have severable ownership therein or any right of partition or possession thereof, but each Employer shall have proportionate undivided interest therein as specified in Article IV hereof.

5.6 Budget: The Trust Administrator shall prepare an annual budget to include all anticipated costs and expenses of the Trust. The budget shall be submitted to the Trustees for approval at the June meeting. Monthly statements showing expenses shall be submitted to the Trustees at each regular monthly meeting.

ARTICLE VI

Administration and Management

6.1 Trustees Responsible: The Trustees shall be responsible for the operation, administration and management of the Trust and shall determine the general investment policy to be followed in the investment of the Trust assets and shall approve all investments either before or after the same are made or by establishing a list of specified authorized securities and other investment media in which Trust funds may be invested in accordance with the general investment policy.

6.2 Appointment of Advisors and Others: In order to carry out the responsibilities hereby imposed upon them, the Trustees shall appoint such advisors, consultants, agents and employees, each of whom may be such individual, firm or corporation as shall be deemed necessary or advisable and approved by the Trustees. Such individuals, firms or corporations may be retained or employed in such manner and upon such terms as shall seem appropriate and proper to the Trustees, either by contract or retainer, by regular full or part-time employment or by such other arrangements as shall be satisfactory to the Trustees and shall be subject to such bonding requirements as shall be established by the Trustees. The fees, commissions, salaries or other compensation of such advisors, consultants, agents or employees shall be paid by the Trustees from the Trust Operating Fund.

6.3 Required Appointments: In addition to others which may from time to time be determined to be necessary, the Trustees shall appoint the following advisors, consultants, agents or employees who shall perform the duties and services indicated below and such other duties and services as may from time to time be requested or directed by the Trustees, and who shall be responsible to the Trustees and shall attend all regular meetings of the Trustees:

Trust Administrator: The Trust Administrator shall be responsible to the Trustees for the day to day operation of the Trust, and shall on behalf of the Trustees,

- 1) Be responsible for the transmittal of communications from the Trustees to the Employers.
- 2) Receive or directly submit to the Recordkeeper(s) payroll and employment reports from Employers and maintain current employment, earnings, and contribution data on each covered employee of each Employer.
- 3) Certify to any proper and interested party the amount and duration of benefits to be paid from the Trust Fund.
- 4) Coordinate the activities of all other advisors, consultants, agents or employees appointed by the Trustees.
- 5) Maintain all necessary records reflecting the operation and administration of the Trust and Trust Operating Fund and submit detailed reports thereof to the Trustees at each regular meeting of the Trustees and at such other time or times as requested by the Trustees.

6) Process all claims for payment of benefits or expenses for approval of the Trustees.

7) File on behalf of the Trustees such reports or other information as shall be required by any State or Federal law or regulation.

Investment Counsel: The Investment Counsel shall be a professional, impartial and experienced person, firm or corporation and shall advise and assist the Trustees in the formation of general investment policy and in the acquisition and sale of specific securities or other investment media. Duties include, but are not limited to, searches, monitoring, reporting and recommending hiring or terminating managers. The Trustees shall consult with Investment Counsel regarding all trust investments but shall be under no specific obligation to strictly adhere to the advice or recommendations of such counsel.

Security Custodian(s): The Securities Custodian(s) shall hold all stocks, bonds and other securities of the Trust on behalf of the Trustees and shall buy, sell, exchange or otherwise deal with or contract with reference to such stocks, bonds and other securities as directed by the Trustees or as directed by authorized parties. The Securities Custodian(s) shall also provide safekeeping of all such securities and shall collect and disburse the income or proceeds thereof as directed by the Trustees and shall maintain accurate records regarding all investments, receipts, and disbursements and shall submit detailed reports to the Trustees at each regular meeting of the Trustees and at such other time or times as requested by the Trustees. All stocks, bonds or other securities so held by the Securities Custodian(s) may be held in the name of the Trustees or in his or its name as nominee or in the name of a nominee serving on behalf of the Security Custodian(s).

Actuary: The Actuary shall advise and assist the management of the Trust and shall, so often as directed by the Trustees but at least biannually, compute from data furnished by the Trust Administrator the cost rate for the actuarial valuation reports to each Employer and to the Trustees concerning funding, cash flow and related requirements. All cost and actuarial valuation reports furnished by the Actuary shall be certified by a Fellow of the Society of Actuaries.

Auditor: The Auditor shall be engaged to perform such duties, examinations or other services and to render such reports as the Trustees may from time to time direct.

Legal Counsel: The Trustees may appoint legal counsel to render such advice or perform such legal services as may from time to time be deemed by the Trustees to be necessary or advisable in the operation of the Trust. Such legal counsel shall be a duly licensed attorney engaged in the active practice of law within the State of Oklahoma.

Recordkeeper(s): The Recordkeeper(s) shall provide systems and processes to receive and maintain participant records and data on behalf of each Employer which reflects all required fields of participant plan activity including but not limited to name, social security number, salary, plan contributions, employment date, interest earnings, taxable and non-taxable status of the funds and distribution activity.

ARTICLE VII

Retirement Committee and Authorized Agent

7.1 Retirement Committee: The System of each Employer provides and shall continue to provide for the appointment or election of a Board of Trustees to administer that System. Such Board of Trustees shall serve as and be hereinafter referred to as the "Retirement Committee" of such Employer. It shall be the duty of the "Retirement Committee" of each Employer to furnish the, Trust Administrator all necessary payroll and contribution information, to file claims on behalf of Employees, to see that all Employee and municipal contributions are forwarded promptly to the Trustees for investment, to determine eligibility of employees for participation and benefits, and to perform such other duties as shall be imposed thereupon by other provisions herein contained or by the System of such Employer.

7.2 Authorized Agent: In order to simplify the relationship between the Trustees and/or Trust Administrator and each Employer, each Retirement Committee shall designate an individual who may, but need not, be one of its members to serve as "Authorized Agent". The "Authorized Agent" shall furnish all necessary information on behalf of his municipality to the Trustees and/or Trust Administrator and shall be the proper person to receive all communications, correspondence or other information furnished by the Trustees or Trust Administrator to the particular Employer.

7.3 Notice to Trustees: Each Employer shall notify the Trustees of the name of the members of its Retirement Committee and shall furnish the Trustees a specimen of signature of each member of the Retirement Committee. The members of the Retirement Committee shall notify the Trustees of the name and business address of the Authorized Agent selected by the Committee.

7.4 Authority of Retirement Committee: Each Retirement Committee shall have complete authority to determine the existence, non-existence, nature and amount of the equitable rights and interests of all persons in the Trust assets, as such rights and interests affect its System. All directions by the Retirement Committee to the Trustees shall be in writing and signed by the Authorized Agent. Until notified of a change, the Trustees shall be fully protected in acting upon the assumption that the membership of the Retirement Committee and its Authorized Agent have not been changed.

ARTICLE VIII

Contributions

8.1 Trustees Accountable: The Trustees shall be accountable for all contributions received by them but shall have no duty to require any contribution to be made to them or to determine that the amounts received comply with the System of any Employer or to determine that the Trust assets are adequate to provide the benefits payable pursuant to any System.

8.2 Delivery to Trustees: Each Employer shall withhold from the compensation of each Employee covered by its System the portion of the total contribution to be made by such Employee pursuant to its System. On or before the fifteenth (15) day of each month, each Employer shall forward to the Trustees or other authorized parties the Employees' contributions so withheld during the immediately preceding month, together with the portion of the total contributions to be paid by the Employer pursuant to its System for such preceding month.

ARTICLE IX

Payments From Trust Assets

9.1 Direction by Retirement Committee: Payments of benefits to or for Employees shall be made from the Trust assets by the Trustees to such persons, in such manner, at such times and in such amounts as the Retirement Committee of each Employer shall direct. The Trustees shall be fully protected in making, discontinuing or stopping such payments from the Trust assets in accordance with the directions of the Committee. The Trustees shall have no responsibility to see the application of payments so made or to ascertain whether the directions of the Committee comply with the System of each Employer. When the Committee directs that any payment is to be made only during or until the time a certain condition exists regarding the payee, any payment made by the Trustees in good faith, without actual notice or knowledge of the changed status or condition of the payee, shall be considered to have been properly made by the Trustees and made in accordance with the direction of the Committee. If any such payment is made by a check mailed to the payee and such check is returned to the Trustee undelivered, or if the Trustees are otherwise unable to deliver any such payment to the payee, the Trustees shall promptly give notice thereof to the Committee.

9.2 Withholding and Releases: The Trustees are authorized, but not required, to withhold from distributions to any payee such sum as the Trustees may reasonably estimate as necessary to cover federal and state taxes for which the Trustee may be liable, which are, or may be, assessed with regard to the amount distributable to such payee. Upon discharge or settlement of such tax liability, the Trustees shall pay the balance of such sum, if any, to such payee or to his estate. Prior to making any payment or distribution hereunder, the Trustees may require such releases or other documents from any lawful taxing authority and may require such indemnity from any payee or distributee as the Trustees shall reasonably deem necessary for their protection.

9.3 Exemption of Assets--Restraints on Alienation:

(1) Assets Exempt. Except as otherwise provided in Section 9.3(2) of this Trust Indenture, the assets of the Trust shall be exempt from legal process, and distributions payable from the Trust assets shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, but excluding devolution by death or mental incompetency, including any such liability which is for alimony or other payments for the support of a spouse or former spouse or any otherwise relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the System. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of any right to benefits payable hereunder shall be void. The Trustee and Trust assets shall not in any manner be liable for, or subject to the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder. None of the System benefits or Trust assets shall be considered an asset of the Employee in the event of his divorce, insolvency, or bankruptcy.

(2) Qualified Domestic Relations Orders:

(a) The provisions of Section 9.3 of this Indenture shall not apply to a Qualified Domestic Relations Order as provided pursuant to this subsection.

(b) The term "Qualified Domestic Relations Order" means an order issued by the District Court of this State pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a member, and which creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to receive a portion of the benefits payable with respect to a member of the System.

(c) Each retirement plan administered by the Oklahoma Municipal Retirement Fund shall include rules and regulations for Qualified Domestic Relations Orders. Such rules shall be included as a part of each Tax Qualified Retirement Plan.

(3) Loans Secured by Participants Accrued Non-Forfeitable Benefits. Where specifically authorized by the employer's System, a loan may be made to a participant from the Trust, and such loan shall not be treated or construed as an assignment or alienation prohibited by this Section if such loan is secured by the participant's accrued, non-forfeitable benefit under the Plan, and satisfies the applicable requirements of the Plan and the Internal Revenue Code of 1986, as amended (including Section 72, and applicable amendments thereto). *(This paragraph was inadvertently omitted in the January 2007 version and reinserted in June 2011.)*

9.4 Payment of Taxes: The Trustees may pay any taxes or assessments which, in their opinion, are proper charges against the Trust, without liability for error judgment, and the Trustees shall be entitled to exoneration and reimbursement from the Trust for any taxes or assessments levied on or payable by them with respect to the Trust or any asset thereof or income therefrom. Any such taxes shall be apportioned or allocated to the accounts of the various Employers as the Trustees shall determine to be legal and equitable.

9.5 Benefit Payments: In order to provide a more efficient procedure for the payment of benefits, the Trustees may adopt other suitable means to issue such benefit payments and may authorize the Trust Administrator to issue the same, under such rules and regulations as the Trustees may adopt; provided, however, that any such adoption and authorization shall in no way reduce the liability of the Trustees or relieve them of any responsibility regarding the protection of Trust assets.

ARTICLE X

Investment of Trust Assets

10.1 Authorization of Trustees: The Trustees are authorized to invest and reinvest the Trust assets in such bonds, notes, debentures, mortgages, investment trust certificates, preferred or common stocks, interest in realties, leaseholds, fee titles, equipment trust certificates, royalties (including overriding oil and gas royalties whether measured by production or by gross or taxable income from property), or in oil and gas leases, oil payments or any other type of oil properties, and other forms of securities and/or investments permissible under applicable law, including securities of any Employer, as the Trustees may deem advisable and the Trustees may hold any portion of the Trust assets in cash pending investment or payment of expenses or benefits without liability for interest.

10.2 Limitation of Investments: Any provisions herein contained notwithstanding, no investment shall be made which is prohibited by the law of the State of Oklahoma and prior to making any investment in any security of any Employer, the Trustees shall secure a ruling from the Internal Revenue Service that such investment will not adversely affect the status of the Trust, unless occasion for such particular ruling shall be eliminated by statute, regulation or other determination of general application.

ARTICLE XI

Accounting and Mechanical Operation of the Trust

11.1 Deposit of Contributions: All contributions received by the Trustees from any Employer, including the portion thereof attributable to contributions by employees, shall be immediately deposited by the Trust Administrator in such depository as shall have been designated by the Trustees and credited to the account of the contributing Employer on the books of the Trust.

11.2 Subsidiary Ledgers: The Trust Administrator shall establish and maintain a subsidiary ledger for each Employee covered by the System of every Employer and shall accurately reflect therein the total amount of contributions made by such covered Employee pursuant to the System under which he or she is covered.

11.3 Investment of Funds:

(1) Defined Benefit Systems. This paragraph shall apply solely to defined benefit Systems. The Trustees shall deliver all or such portion as they deem proper, of the contributions held by them and credited to the account of an Employer to the Securities Custodian(s) for investment immediately upon determination by the Securities Custodian(s) of the value per unit of participation in accordance with Article IV hereof, as of the valuation date next following receipt of such contributions by the Trustees. The Securities Custodian(s) immediately upon receipt of such funds, shall proceed to invest the same pursuant to the directions of the Trustees, and shall allocate to each Employer, the appropriate number of units of participation determined by dividing the total amount of such funds delivered to it and credited to the account of such Employer by the value per unit of participation on such valuation date. Provided, however, if any contribution of an Employer is received by the Trustees subsequent to any valuation date but prior to the determination of the value per unit of participation as of such valuation date, the Trustees shall deliver all or such portion as they deem proper of such contribution to the Securities Custodian(s) for investment, immediately upon the determination by the Securities Custodian(s) of such value per unit of participation and the Securities Custodian(s) shall proceed to invest the same as above set out and shall allocate to the account of each such Employer an appropriate number of units of participation determined as above required but based upon the value per unit of participation as of such immediately past valuation date. In each event the Securities Custodian(s), immediately upon allocation of units of participation to the accounts of individual Employers, shall notify the Trust Administrator of such allocation and the Trust Administrator shall make appropriate entries in the books and records of the Trust.

(2) Defined Contribution Systems. This paragraph shall only apply solely to defined contribution Systems. The Trustees shall deliver all or such portion as they deem proper, of the net contributions held by them and credited to a defined contribution System Employer to the Securities Custodian(s) for investment. Such amounts shall be appropriately allocated to each investment option based on Employee elections. The investment of such funds shall be made as soon as reasonably practicable.

11.4 Liquidating Payments:

(1) Defined Benefit Systems. This paragraph shall apply solely to defined benefit Systems. The Trust Administrator shall notify the Securities Custodian(s) of the amount of any funds required by the Trustees for the purpose of making any benefit payments due under the System of any Employer. Immediately upon determination by the Securities Custodian(s) of the value per unit of participation, in accordance with Article IV hereof, as of the valuation date next following the receipt of such notice the Securities Custodian(s) shall liquidate for cash a number of the units of participation credited to the account of such Employer sufficient to produce the required funds and shall appropriately reflect such liquidation in its records. The funds so made available shall be delivered to the Trust Administrator for deposit and credit to the account of the appropriate Employer. The Securities Custodian(s) shall also furnish the Trust Administrator the information necessary to reflect such liquidation in the books and records of the Trust.

(2) Defined Contribution Systems. This paragraph shall apply solely to defined contribution Systems. The Recordkeeper(s) shall notify the Securities Custodian(s) of the amounts of each investment option required for the purpose of investing Employee contributions, trades or transfers and making benefit payments (including withdrawals, loans and transfers) to Employees. The Securities Custodian(s) shall sell a sufficient amount of each investment option to meet the payment obligations and deliver the funds to the Trust Administrator.

11.5 Records of Securities Custodian(s): In addition to any other records required of it, the Securities Custodian(s) shall at all times maintain accurate records of its receipts and disbursements and of the income, expenses, gains and losses earned or incurred by it in all transactions with relation to the Trust or any assets or investments thereof.

ARTICLE XII

Rights of Trustees

12.1 Enumeration of Rights: Subject only to other pertinent provisions of this Trust, and in addition to other enumerated rights, powers and privileges, the Trustees are further authorized and empowered:

To hold, manage, improve, repair and control all property, real or personal, at any time forming part of the Trust assets; to sell, convey, transfer, exchange, partition, lease for any term, even extending beyond the duration of this Trust, and otherwise dispose of the same from time to time in such manner, for such consideration and upon such terms and conditions as the Trustees shall determine; to vote any corporate stock either in person or by proxy, with or without power of substitution for any purpose;

To cause any property of the Trust to be issued, held or registered in the individual names of the Trustees, or in the name of a nominee, or in such form that title will pass by delivery, provided the records of the Trustees shall indicate the trust ownership of such property;

To exercise any conversion privilege or subscription right given to the Trustees as the owner of any security forming part of the Trust assets; to consent to, take any action in connection with, and receive and retain any securities resulting from reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of the assets of any corporation or other organization, the securities of which may be an asset of the Trust;

To employ such agents and counsel as may be reasonably necessary in managing and protecting the Trust and to pay them reasonable compensation from the Trust Assets; to settle, compromise, or abandon all claims and demands in favor of or against the Trust; to charge any premium on bonds purchased above par value to the principal of the Trust without amortization from the income of the Trust, regardless of any law relating thereto;

To exercise all the further rights, powers, options and privileges granted to, provided for, or vested in Trustees generally under the laws of the State of Oklahoma as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustees herein shall not be construed as in limitation of any authority conferred by law but shall be construed as in addition thereto; and

In addition to the enumerated powers herein, to do all other acts in their judgment necessary or desirable for the proper administration of the Trust.

12.2 Protection by Written Directions: The Trustees shall be fully protected in taking any action indicated by this instrument to be within the scope of the authority of any member of the Retirement Committee under the System of an Employer in accordance with any written instrument purporting to be signed by such person or persons authorized to sign for the Retirement Committee, which the Trustees, in good faith, believe to be genuine.

12.3 Advice of Counsel: The Trustees may consult with counsel in respect to any of their duties or obligations hereunder and shall be fully protected in acting or refraining from acting in accordance with the advice of such counsel.

12.4 Indemnification of Trustee: The Trustees shall incur no personal liability (except for their own gross negligence) for any act done or omitted to be done in good faith in the administration of the Trust, and the Trustees shall be indemnified and saved harmless by the Employers, or from the Trust, or both, from and against any and all liability to which the Trustees may be subjected by reason of any such act or conduct, including all expenses reasonably incurred in their defense.

ARTICLE XIII

Accounts of the Trustee

13.1 Inspection or Audit: The Trustees shall maintain accurate and detailed records and accounts of all transactions hereunder, which shall be available at all reasonable times for inspection or audit by each Authorized Agent or Retirement Committee as to its Employer's Trust share, or by any other person designated by the governing body of a participating Employer.

13.2 Reports to Auditors: The Trustees at the direction of any Employer shall submit to the auditors for such Employer, such valuations, reports, or other information as they may reasonably require.

13.3 Annual Audit: The Trustees shall cause an audit to be made of the Trust and Trust Operating Fund as of the end of each fiscal year thereof and as of such other date as the Trustees shall determine.

13.4 Written Accounts: Following the close of each fiscal year of the Trust, the Trustees shall file with each Employer a written account setting forth all transactions effected by them subsequent to the end of the period covered by the last previous annual account pertaining to the System of such Employer and listing the assets of the Trust relating to the System of such Employer at the close of the period covered by such account, at fair market value.

The fiscal year and annual accounting period of the Trust shall be the twelve-month period beginning July 1 and ending June 30 of the following year during the existence of the Trust. Such fiscal year accounting period shall not be changed except after approval by the Internal Revenue Service of the Trustees' application therefor.

13.5 Approval of Accounts: Upon the receipt by the Trustees of written approval of any such account, or upon the expiration of ninety days after delivery of any such account to the Authorized Agent of an Employer, such accounts (as originally stated if no objection has been theretofore filed by such Employer, or as theretofore adjusted pursuant to agreement between such Employer and the Trustees) insofar as it relates to the System of such Employer, shall be deemed to be approved by such Employer except as to matter, if any, covered by written objections theretofore delivered to the Trustees by such Employer regarding which the Trustees have not given an explanation, or made adjustments, satisfactory to such Employer, and the Trustees shall be released and discharged as to all items, matters and things set forth in such account which are not covered by such written objections as if such account had been settled and allowed by a decree of a court having jurisdiction regarding such account and of the Trustees, such Employer, its Retirement Committee and all persons having or claiming to have any interest in the Trust assets. The Trustees, nevertheless, shall have the right to have their accounts settled by judicial proceedings if they so elect, in which event the Employers or any of them, or their Retirement Committees and the Trustees shall be the only necessary parties.

13.6 Inquiry by Directors of the Oklahoma Municipal League: For the purpose of advising or making recommendations to participating Employers, the Board of Directors of the Oklahoma Municipal League may inquire into the accounts and activities of the Trustees at any

reasonable time and may conduct such audits or investigations as it shall deem advisable.

ARTICLE XIV

Resignation, Removal and Succession of Trustees

14.1 Removal by Withdrawing Employer: Any Employer, by resolution of its governing body, may remove the Trustees as the Trustees for its System, at any time and create or designate a separate trust and appoint a Successor Trustee or Trustees for its System. Such removal or appointment shall become effective when copies of said resolution certified by the appropriate officer of such Employer and an acceptance of the Trust signed by the Successor Trustee or Trustees so appointed is delivered to the Trustees. Upon such change being made, the Trustees shall, as soon after the valuation date next following receipt of such certified resolution and acceptance as is practical, deliver to the Successor Trustee or Trustees so appointed, an amount of cash equal to the ratable portion of the Trust assets allocated to the account of such Employer as of such valuation date together with a certified statement of all facts reasonably necessary to enable the Successor Trustee or Trustees to accept, hold, manage and distribute such trust assets. Thereupon the Trustees shall be fully discharged of all duties and liabilities in regard to such Employer and any employees thereof.

14.2 Resignation by Trustee: Any Trustee may resign as Trustee of this Trust by delivering to the other Trustees of this Trust a written resignation to take effect sixty days after the delivery thereof unless prior thereto the remaining Trustees shall have appointed a Successor Trustee as hereinbefore provided.

14.3 Applicability to Successor Trustees: All of the provisions set forth herein with respect to the Trustees shall relate to each Successor Trustee with the same force and effect as if such Successor Trustee originally had been named herein as Trustee.

14.4 Liability of Successor Trustees: No Successor Trustee shall be liable for the acts or omissions of any prior Trustee or be obliged to examine the accounts, records or acts of any prior Trustee or Trustees.

14.5 Removal by Majority of Employers: Any one or all of the serving hereunder at any time may be removed as such Trustee or Trustees by resolution or ordinance of the governing bodies of a majority of the participating Employers. In the event less than all of the Trustees of this Trust shall be so removed, the other provisions hereof shall govern the appointment or election of successors for those so removed.

14.6 Resignation or Removal of All Trustees: If all the Trustees shall at the same time be removed by such action or resign with no Successor Trustees having been properly elected to take office as of the effective date of such removal or resignation, the Directors of the Oklahoma Municipal League shall serve as temporary Trustees of this Trust until Successor Trustees have been elected and qualified under the provisions hereof.

ARTICLE XV

Termination

15.1 Termination of System by Participating Employer: The Trust created by this Indenture is intended to be permanent unless otherwise prohibited by law, and, in such event, it shall last only so long as one day short of the maximum time permitted by the statutes and laws of the State of Oklahoma. The Trust may, however, be terminated at any time by any Employer insofar as it relates to such Employer, in accordance with and as provided in its System pursuant to resolution of the governing body of such terminating Employer, by giving notice in writing to the Trustees, which notice shall recite the date upon which the termination shall be effective. After receipt of such notice the Trustees shall continue to hold, invest, administer, liquidate and distribute the portion of the Trust assets attributable to the System of each such terminating Employer pursuant to the provisions of its System and this Trust. The Trust shall terminate as to any Employer only when no assets of the Trust attributable to the System of the terminating Employer remain in the possession of the Trustee.

15.2 Distributions to Employer: In no event shall any assets be returned to any Employer except such, if any, which remain as the result of erroneous actuarial computation after the satisfaction of all fixed and contingent liabilities to persons entitled to benefits from the Trust.

15.3 Termination on Loss of Exemption: Notwithstanding any other provision herein contained, if at any time the System of any Employer has ceased to be entitled to tax exemption under the Internal Revenue Code, then such Employer shall automatically cease to be a participant in this Trust and the allocable portion of the Trust assets attributable to such Employer shall be segregated and distributed to the Treasurer of such Employer, for the use and benefit of its covered employees or their beneficiaries.

15.4 Loss of Membership in Oklahoma Municipal League: Any Employer eligible for membership in the Oklahoma Municipal League must be and shall remain a member in good standing of the Oklahoma Municipal League before being approved for participation in the Oklahoma Municipal Retirement Fund.

ARTICLE XVI

Amendments

16.1 Right to Amend: The Employers, only, shall have the right at any time or times to amend this Trust Indenture in whole or in part. Any amendment shall be approved by resolution or ordinance by the governing bodies of at least two-thirds of the Employers participating herein at the time of such amendment.

16.2 Copies of Amendments: A certified copy of each amendment to this Trust Indenture shall be delivered to each Employer by the Trustees.

16.3 Limitation on Right to Amend: No amendment shall be made to this Trust Indenture pursuant to the foregoing provisions which shall:

Make it possible, at any time prior to the satisfaction of all liabilities under the System of any Employer with respect to its employees and their beneficiaries, for any part of the Trusts assets to be used for, or diverted to, purposes other than for the exclusive benefit of employees of such Employer or their beneficiaries; or

Increase the duties or liabilities of the Trustees without their written consent; or

Be made effective retroactively to a date prior to the beginning of the fiscal year of the Trust in which it is adopted except amendments which are necessary to maintain without interruption, the qualification of the Trust or the System of any Employer for tax exemption under the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder.

ARTICLE XVII

Controlling Law and Legal Actions

17.1 Controlling Law: This instrument shall be construed and enforced, and the Trust shall have a situs in and shall be administered according to the laws of the State of Oklahoma.

17.2 Severability of Provisions: If any of the provisions of this Indenture shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Trust Indenture, but shall be fully severable and the Trust Indenture shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

17.3 Legal Actions: The participating Employers shall have the authority either jointly or severally, but shall be under no duty to enforce this Indenture on behalf of any and all persons, having or claiming any interest in the Trust assets. In any action or proceeding affecting the Trust or the administration thereof, or for instructions to the Trustees, the participating Employers and the Trustees shall be the only necessary parties, and no Employees or former Employees of any participating Employer or their beneficiaries, or any other person having or claiming to have an interest in the Trust assets shall be entitled to any notice or process, and any judgment that may be entered in such action or proceeding shall be binding on all persons having or claiming to have any interest in the Trust assets.

ARTICLE XVIII

Adoption by Other Incorporated Cities and Towns

18.1 Authorization and Procedure: Any Employer as defined herein in the State of Oklahoma with employees now in existence, or hereafter formed which is not already an Employer under this Trust, may, with the consent and approval of the Trustees, by formal resolution or ordinance of its governing body adopt by reference the Trust hereby created, and as amended from time to time, and establish a System of which it is a part for all or any classification of persons in its employment. Such adoption shall be effectuated by and evidenced by a duly certified formal resolution or ordinance by the adopting Employer. It shall not be necessary for the adopting Employer to sign or execute the original or then amended Trust document. The effective date of the Trust for any such adopting Employer shall be that stated in the resolution or ordinance of adoption, which shall be the first day of its first System year, and from and after such effective date such adopting Employer shall assume all the obligations of an Employer hereunder and under its System, and shall be included within the meaning of the word "Employer" as defined herein. However, participation in the Trust by an adopting Employer shall be subject to such acceptance of the Trustees and shall be contingent upon a determination by the Internal Revenue Service that the participation by such Employer in the Trust constitutes a qualified plan and trust under Section 401(a) of the Internal Revenue Code of 1954, and upon such adopting Employer having entered into a written contract for the pooling of its pension and retirement funds for purposes of management and investment with those of other entities which are Employers hereunder. The administrative powers and control of the Trustees, as provided in the System and Trust, shall not be diminished by reason of the participation of any such adopting Employer in the Trust. Any Employer may withdraw from the Trust at any time without affecting other Employers not withdrawing by complying with the provisions of the Trust relating to termination of the Trust and Successor Trustees.

18.2 Asset Management: Nothing in this Trust Indenture shall be construed as prohibiting an Employer from entering into this Trust for the purposes of pooling its pension and retirement funds for purposes of management and investment of those funds with other employers participating in the trust, with such Employer reserving the right to adopt and administer its own separate retirement plan. The acceptance of such funds for management and investment only shall be subject to the acceptance by the Trustees and shall be contingent upon a determination that the participation of the Employer in the Trust does not affect the tax exempt status of the Trust as part of a qualified plan under Sections 401 and 501 of the Internal Revenue Code. The Trustees of this Trust shall determine and charge a fee to the Employer for the management and investment of its pooled funds.

ARTICLE XIX

Miscellaneous

19.1 Application of Funds: No person dealing with the Trustees shall be required or entitled to see the application of any money paid or property delivered to the Trustees, or to determine whether or not the Trustees are acting pursuant to authorities granted to them hereunder or to authorizations or directions herein required. The certificate of the Trustees that they are acting in accordance with this Indenture shall protect any person relying thereon.

19.2 Tax Status of Trust: The Trust is hereby designated as constituting a part of a plan intended to qualify and to be tax exempt under Section 401(a) and Section 501(a) respectively, of the Internal Revenue Code of 1954, as amended from time to time. Until advised otherwise, the Trustees may conclusively assume that this Trust is qualified under Section 501(a) of the Internal Revenue Code as amended from time to time, and that this Trust is exempt from federal income taxes.

19.3 Limitation of Interest: Neither the creation of this Trust nor anything contained in this Indenture shall be construed as giving any person entitled to benefits hereunder or other employee of any Employer any equity or other interest in the assets, business or affairs of any Employer.

19.4 Exclusive Benefit of Employees: It shall be impossible by operation of this Trust, by natural termination thereof, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement, or by any other means, prior to the satisfaction of any and all liability under the System with respect to Employees, retired Employees, or beneficiaries of deceased Employees, for any part of the Trust assets and the income therefrom to be used for or diverted to purposes other than for the exclusive benefit of such Employees, retired Employees, and such of their beneficiaries as may be entitled to benefits under the System of an Employer. Provided, however, termination of its System, an Employer shall receive such amount, if any, as may remain after the satisfaction of all liabilities under its System to its Employees and arising out of any variations between actual requirements and expected actuarial requirements. The Trustees shall, however, be under no obligation to see to the enforcement of this paragraph.

19.5 Separate Accounting for Contributions and Benefits: The Trustees shall be under obligation to record separately the contributions from each Employer made with respect to its System and the benefits paid under the System to its Employees upon instructions of its Retirement Committee.

19.6 Provisions Apply Separately: All provisions of this Indenture shall apply separately to each of the Employers.

19.7 Consolidation or Merger: Upon the liquidation, bankruptcy, insolvency, consolidation, or merger of an Employer to or with another governmental unit in which the Employer is not the surviving unit, the System of such Employer and the Trust as related to it will terminate and the Trust assets allocated to it will be held or distributed as herein provided, unless the successor to such Employer assumes the duties and responsibilities of such Employer

by adopting its System, or, by the establishment of a separate plan or System to which its pro rata share of the Trust assets shall be transferred and delivered as in the case of the removal of the Trustees by a withdrawing Employer.

19.8 Discretion of Trustees: The discretion or judgment of the Trustees, when exercised in good faith and with reasonable care under the circumstances then prevailing, shall be binding upon all persons.

19.9 Fractions of a Cent: Any fraction of a cent per unit of participation resulting from any computation hereunder may be disregarded or adjusted in such reasonable manner as the Trustees may determine.



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
March 17, 2015

Contact
Maxine Pruitt,
Municipal Services
Director

Agenda Item

Discussion and possible action regarding the Cartegraph Agreement for the Guthrie Public Works Authority.

Summary

The Guthrie Public Works Authority uses the Cartegraph tracking system for work orders, water lines, sewer lines and manholes, fleet maintenance, streets, bridges and drainage, and other maintenance. The current system has been used and working for the GPWA administration since 2000. A new system was approved in the FY15 Budget because the old system is obsolete. This new system will be web based, and Cartegraph will be responsible for its maintenance. With the old system the GPWA was responsible for maintenance. The new system will allow the superintendents to utilize electronic mobile devices and will have the ability to send and receive work orders electronically. By exchanging this information electronically, the process of serving the customers will be faster and will save city resources.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>20-21-00-6347</u>	Amount	<u>\$12,400</u>
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>03-16-2015</u>

Supporting documents attached

- Cartegraph Agreement

Recommendation

Approve the new Cartegraph Agreement for the GPWA.

Action Needed Public Hearing Motion Emergency Clause

This Agreement is by and between **Cartegraph Systems, Inc.**, an Iowa corporation having its principal place of business at **3600 Digital Drive, Dubuque, Iowa, 52003** ("Cartegraph"), and **City of Guthrie, Guthrie Public Works Authority** ("Customer") with an address 407 Commerce Blvd., Guthrie, OK 73044 dated **February 12, 2015**.

This Agreement is intended to serve as the primary controlling agreement between the parties. This Agreement includes the following terms and conditions, as well as all Exhibits and Addendums to this Agreement, Purchase Agreements, and all other future agreements referencing this Agreement which Cartegraph and Customer may execute from time to time for the purchase of Software, Support, Services and Hosting. Collectively these are referred to as "Products". The terms and conditions herein provided shall be controlling as between Cartegraph and Customer unless specifically superseded by an Exhibit to this Agreement, a contemporaneously or subsequently executed Purchase Agreement, or any other contemporaneously or subsequently executed agreement specifically referencing this Agreement.

BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

City of Guthrie, Guthrie Public Works Authority

By _____
(Signature)

By _____
(Signature)

Randy L. Skemp
(Type or print name)

(Type or print name)

Title Executive Vice President/CRO

Title _____

Date _____

Date _____

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits and Purchase Agreements referencing this Agreement.

1. Grant of License to Software.

- A. Cartegraph is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients.
 - 1. Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").
 - 2. Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 3. Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.
 - 4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 5. Client Software is a copy of Software residing on a Client that interacts with Server Software.
 - 6. Data Files are those files which contain data that is input by the Customer during the use of the Software.
- C. Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.
 - 1. If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.
 - 2. If Customer has purchased an Unlimited License, as indicated in the Purchase Agreement, all employees of Customer are considered to be licensed to access and use the Software at any given time. Such Unlimited License applies only to employees of Customer and does not allow the access or use of the Software by any independent contractors, affiliated entities or organizations, or any other individual, party, or entity that is not an employee of Customer.
- D. Customer agrees the Software license for the Software is limited as follows:
 - 1. Browser Based User – Each browser based user is defined by unique ID and password.
 - 2. For Server Software – one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.
- E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.
- F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.
- G. Customer shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
 - 4. Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.
- H. Customer may make copies of the Client Software for archival purposes. The Server Software may not be copied, in whole or in part.

2. Title to Software and Data Files.

- A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.
- B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.
- C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.
- D. Cartegraph agrees that ownership of data in Data Files remains with Customer. However, Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data for 1) internal business purposes to evaluate the use and operation of the Software, Support, Services or Hosting; and 2) marketing purposes provided that any information shared with third parties is anonymized and/or aggregated so that Customer cannot be identified from the information.

3. License Fees, Support Charges, Services and Hosting Charges.

- A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product.
- B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement.
- C. Customer agrees that all payments are due 30 days from date of invoice and Customer shall be in default if amounts due have not been received in that time period. Customer's default will constitute sufficient cause for Cartegraph to suspend or terminate the Software license, Support, Services and Hosting under this Agreement.
- D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.
- E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

4. Delivery and Installation.

A. On-Site Installation

- 1. This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.
 - a. Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.
 - b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.
 - c. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
 - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
 - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

B. Hosting

- 1. This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described in the previous subsection.
 - a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.

- b. Delivery of Software, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access shall constitute delivery of Server Software, Support and Hosting, regardless of when Customer first accesses the Server Software.
- c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
- d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
- e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

2. Hosting Services

- a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.
- b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion without additional charge to Customer.
- c. Customer shall have access to and be permitted to use the Server Software via Clients.
- d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.
- e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.
- f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and a back-up data centers
- g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.
- h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.
- i. Cartegraph will take reasonable precautions to guard against unauthorized access to Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly.
- j. Customer shall have the right to receive Data Files within sixty (60) days of termination of any Hosting on the condition that customer has paid all outstanding invoices owed to Cartegraph.

3. Availability of Host Computer System.

- a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be the service level provided by Cartegraph to Customer, except as required for Cartegraph to provide Support under this Agreement.
- b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.
- c. Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

5. Support.

- A. **Scope of Support.** Support includes the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.
 - 1. Resolution of Customer-encountered problems shall, at Cartegraph's option, consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release.
 - 2. Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.
 - 3. Support may also include upgrades to Software.
- B. **Support Limitations.** Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

6. Professional Services.

- A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").
- B. Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.
- C. Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

7. Customer's Responsibilities.

- A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.
- B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.
- C. Customer is responsible for performing Software back-ups in accordance with published documentation.
- D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.
- E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.
- F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.

- 8. **Software Modification.** Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.

9. Term.

- A. Unless terminated by Cartegraph in accordance with this Agreement, the term of the Software license, Support and Hosting shall begin upon the execution of a Purchase Agreement and shall continue for the period of time identified in that Purchase Agreement.
- B. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.
- C. If Customer elects to purchase Services, then Services shall terminate as agreed in the appropriate Purchase Agreement.

- D. Unless otherwise stated in the most recently executed Purchase Agreement, this Agreement and the Purchase Agreement shall automatically renew at the then current rates for a one (1) year term beginning on the first day following the date identified in the Purchase Agreement as the end of the term of this Agreement. Such automatic renewal shall continue after the end of each successive year until a new Purchase Agreement is executed or until Customer or Cartegraph terminate this Agreement as provided for herein.
- E. If this Agreement and the most recently executed Purchase Agreement are automatically renewed under the terms of the previous paragraph "D", there shall be an automatic increase of up to five percent (5%) annually to all prices that were in effect during the immediately previous term.
- F. If Customer wishes not to renew this Agreement, Customer must provide written notice of Customer's intent not to renew this Agreement at least ninety (90) days prior to the end of the term then in effect.
- G. Notwithstanding anything to the contrary in this Section, Support, Services and Hosting shall terminate immediately upon termination of this Agreement.

10. Termination.

- A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges or otherwise fails to comply with this Agreement or the terms and conditions of any applicable Third Party Licensor agreement.
- B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.
- C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.
- D. Customer shall have the right to terminate this Agreement, according to the terms provided herein, by returning or destroying the Software and all portions and copies thereof and certifying in writing as to the destruction or return of the same.
- E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement, Customer must provide Cartegraph with written notice of such intent to terminate at least ninety (90) days prior to such termination. Any such termination by Customer shall subject Customer to the cancellation fee identified below.
- F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- G. Provided however, if Customer is a governmental entity and Software, Support, Services or Hosting are not funded for future fiscal years under the appropriate legal budgeting process for such governmental entity, Customer may terminate for future fiscal years with the cancellation fee identified in the previous paragraph reduced from 80% to 0%. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System.
- I. In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:
 - 1. Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,
 - 2. Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or
 - 3. There is an assignment of this Agreement without the prior written consent of Cartegraph.
- J. Termination shall not be Cartegraph's exclusive remedy and termination shall not adversely affect any claim for damages against Customer.

11. Limited Warranty.

- A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.
- B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.

- C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products.
- D. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.
- E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.
- F. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER.

12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO CARTEGRAPH DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY.
- C. If Cartegraph will provide Support or Services at Customer's location, liability of Cartegraph arising out of bodily injury, shall not in any event exceed the limits of its insurance coverage.

13. Insurance. If Cartegraph will provide Support or Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage. Cartegraph agrees to hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of Cartegraph employees or contractors.

14. U.S. Government Restricted Rights. The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

15. Employees and Conflicts of Interest. This Agreement shall not prevent Cartegraph from performing similar services or restrict Cartegraph's use of the employees or contractors provided under this Agreement.

16. Proprietary Rights and Confidential Information of Cartegraph.

- A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five days prior notice before any release of Confidential Information.
- B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.

17. Proprietary Information of Customer.

- A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information"). Any

such information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such information.

- B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the information or the services provided under this Agreement.

18. Infringement Indemnification.

- A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.
- B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.
- C. Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

19. Miscellaneous.

- A. Taxes. Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.
- B. Relationship of the Parties: Cartegraph and Customer are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. Cartegraph is an independent contractor, customarily engaged in the performance of similar services for other parties.
- C. Attorney's Fees/Legal Proceedings: In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- D. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
- E. Assignment. Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with Cartegraph's prior written consent. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- F. Waiver. The parties' rights and remedies are separate and cumulative. Neither parties' waiver nor failure to exercise in any respect any right or remedy provided in this Agreement is a waiver of any future right or remedy hereunder.
- G. Force Majeure. If any cause beyond Cartegraph's reasonable control prevents Cartegraph from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.

- H. Choice of Law. Cartegraph agrees that jurisdiction and venue are proper in the state where the Customer has its principal place of business and that the law of the state where the Customer has its principal place of business shall govern any litigation that results from this Agreement.
- I. Severability. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.
- J. Notice. Notices hereunder must be sent to the addresses on the face of this Agreement, or to such other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or five days after deposit in the mail. Notices in the form of a fax or email are acceptable. Notices must be sent to the attention of the person signing on behalf of the party.
- K. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Cartegraph and Customer. This Agreement is not an acceptance of any conflicting terms and conditions and will prevail over any conflicting Customer's terms and conditions. Notwithstanding the foregoing, Customer agrees and acknowledges that the license(s) granted hereunder to Customer may be subject to additional terms and conditions of certain Third Party Licensors, which terms and conditions may be subject to change from time to time without notice at the sole discretion of such Third Party Licensors. A current copy of all such Third Party Licensor terms and conditions can be found at <http://www.cartegraph.com/privacy-policy/#third-party-licenses>.
- L. Amendment. Only a writing executed by authorized representatives of the parties and referenced as an amendment to this Agreement may modify, supplement, or change this Agreement.
- M. Customer gives Cartegraph permission to use customer's organization name and/or logo for promotional purposes, including, but not limited to industry announcements, public press releases, and customer stories.

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Guthrie, Guthrie Public Works Authority (hereinafter referred to as “**Customer**” or “**Licensee**” and **Cartegraph Systems, Inc.** (hereinafter referred to as “**Cartegraph**”). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA065 dated February 12, 2015 shall control.

Customer Bill To:	Customer Ship To:
Maxine Pruitt City of Guthrie, Guthrie Public Works Authority P.O. Box 908 Guthrie, OK 73044 405-282-0166	Same

Investment Summary

Cartegraph’s proposed fees for this project are included in the summary below.

Date: February 12, 2015 **Purchase Agreement Expiration Date:** March 31, 2015 **Purchase Agreement No.:** #PA079

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOFTWARE PRODUCTS				
Cartegraph OMS – Standard Edition	Per-user Subscription License, Cartegraph Cloud Deployment thru 3/31/2017	10	\$1,575.00	\$15,750.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$11,200.00	\$11,200.00
YEAR 1 SUB-TOTAL				\$26,950.00
YEAR 2				
SOFTWARE PRODUCTS				
Cartegraph OMS – Standard Edition	Per-user Subscription License, Cartegraph Cloud Deployment, 4/1/17 – 3/31/18	10	\$1,575.00	\$15,750.00
YEAR 2 SUB-TOTAL				\$15,750.00
YEAR 3				
SOFTWARE PRODUCTS				
Cartegraph OMS – Standard Edition	Per-user Subscription License, Cartegraph Cloud Deployment, 4/1/18 – 3/31/19	10	\$1,575.00	\$15,750.00
YEAR 3 SUB-TOTAL				\$15,750.00
TOTAL COST (3-YEAR TERM)				\$58,450.00

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$15,750.00 due 15 days prior to 1st year anniversary of term start date, 4/1/2016.
 - b. \$15,750.00 due 15 days prior to 2nd year anniversary of term start date, 4/1/2017.
 - c. \$15,750.00 due 15 days prior to 3rd year anniversary of term start date, 4/1/2018.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services fee shall occur upon the execution of the Purchase Agreement.
5. **Expenses:** In providing the services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp

(Type or print name)

Title Executive Vice President/CRO

Date _____

City of Guthrie, Guthrie Public Works Authority

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems, Inc.

Addendum A - Software Products

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MA065 consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Unlimited Technical Support

Mon – Fri, 7am – 7pm (Central time)

- a. Phone: 877 647.3050 (toll free)
- b. Email: support@cartegraph.com

2. User Assistance

a. Remote Assistance

Use the WebEx Remote Assistance link at cartegraph.com and get hands-on Technical Support delivered via the web.

b. Live Chat

Get your technical questions answered quickly and conveniently using the Live Chat option located in the Client Center and your Cartegraph Operations Management System.

c. Email

Send Application Log and trace files electronically and let Cartegraph staff analyze how the system was being used when the issue arose.

d. File Transfer Protocol (FTP)

Easily exchange large files and communicate with Cartegraph staff using our secure FTP site.

3. Updates and Enhancements

- a. Priority notification about upgrades and enhancements available for your Cartegraph software.
- b. Complimentary assistance from Cartegraph Technical Support staff as you navigate the software upgrade process.

4. Client Center Access

- a. Visit the Client Center at cartegraph.com to search and browse the extensive library of Cartegraph learning resources, including technical documents and instructional videos.

- b. Sign-up for free online Cartegraph training sessions focused on topics that will help you and your staff use the software more effectively.

5. User Events

- a. Get live training and meet other Cartegraph users in your region at free Cartegraph User Group meetings.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

City of Guthrie, Guthrie Public Works Authority

By _____
(Signature)

By _____
(Signature)

Randy L. Skemp
(Type or print name)

(Type or print name)

Title Executive Vice President/CRO

Title _____

Date _____

Date _____

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA065.

OMS Standard Edition – Services Scope of Work

Implementation of our Operations Management System (OMS) - Standard Edition includes the following professional services:

- Hosted system installation
- User Setup
- Standard installation of:
 - Request Management
 - Work Management
 - Asset Management for Bridge, Pavement, Sewer Lateral, Sewer Main, Sewer Manhole, Water Hydrant, and Water Lateral
 - Resource Management (Labor, Equipment, Material, and Vendor)
- OMS Training
 - Overall OMS training:
 - Home Screen
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Attachments
 - Request Management training:
 - Request Management
 - Requester Management
 - Link Requester to Requests
 - Create Tasks from Requests
 - Issue Library (Applies to Asset and/or Non-Location)
 - Work Management training:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (Applies to Asset, Inspection, Key Dates, Cost, Productivity, Impacts)
 - Asset Management training:
 - Asset solution details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Performance Management (if applicable)
 - Resource Management training:
 - Resource Details

- Labor/Equipment Rates
 - Material Management (Stock, Use)
 - Vendor Price Quotes
 - Cartegraph for iPad
 - Create Task(s) (Asset/Non-Asset)
 - Create Assets
 - Layers
 - Proximity & Priority Sorting
 - Live Lists
- Creation of 1 Custom Report
- **Provide a data conversion service for data originating from Cartegraph Navigator. Standard data conversion services are only provided for the following tables:**
 - Assets
 - Parent Records
 - Attachments
 - Events
 - Inspections
 - Survey Categories
 - Startup Data
 - Prediction Groups
 - Minimum Conditions
 - Deterioration Curves
 - Condition Categories
 - Ranking
 - Impacts
 - Labor, Equipment, Materials
 - Attachments
 - Current Rates
 - Vendors
 - Attachments
 - Contracts
 - Routes
 - Special Libraries
 - Citizen
- Cartegraph staff will review data concerns. However, all data clean-up and normalization is the customer's responsibility.
- Dedicated Cartegraph Project Manager to facilitate the resource scheduling, timing and other project tasks
- All training and consultation provided remotely via telephone and/or web conferences

For the duration of the project, the client will appoint a project coordinator to be responsible for the following aspects of the project:

- Approve Project Status Reports
- Authorize project work
- Acceptance of deliverables as defined in this scope and/or project status reports
- Consult with the Cartegraph Project Manager on a continuing basis
- Provide leadership on all issues related to the client, such as policy, organization, staff, technical architecture, data, and current systems.
- Monitor progress of the project, including the review of project status reports, adherence to project timeline, and management of internal resource engagement.

Exclusions:

- Implementation of any custom modification or integration developed by Cartegraph, customer, or third-party is not included in the scope of this project unless specifically listed herein.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed herein.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp
(Type or print name)

Title Executive Vice President/CRO

Date _____

City of Guthrie, Guthrie Public Works Authority

By _____
(Signature)

(Type or print name)

Title _____

Date _____

MINUTES

CITY COUNCIL MEETING
Council Workshop
March 3, 2015

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, February 27, 2015, before 5:00 p.m. and held March 3, 2015, at 6:00 p.m. in the Guthrie 3rd Floor Conference Room, City Hall.

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

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

Members Absent: None

Staff Present: Sereniah Breland Kim Biggs Jim Ahlgren
 Maxine Pruitt Cody Mosley

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

Public Comments. Lance Benton, Benton’s Service Center; Nancy Davison, Davison Greenhouse; and, Bruce Silvey, Landrun Barbeque/Ruby Slipper, spoke about the negotiation process with the Oklahoma Department of Transportation regarding the relocation of their businesses due to the Viaduct construction project.

Discussion regarding Convention and Visitor Bureau quarterly update. Cody Mosley, Marketing and Economic Development Director, provided a list of accomplishments and presentation highlighting the activities, the Request for Proposal process for advertising services, and FY15 budget/plan.

Request for future items of discussion.

Adjournment. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:34 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

March 3, 2015

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, February 27, 2015, before 5:00 p.m. and held Tuesday, March 3, 2015, in the Guthrie City Hall Council Chambers.

Mayor Mark Spradlin called the meeting to order at 7:06 p.m.

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

Members Absent: None

Staff Present:	Sereniah Breland	Randel Shadid	Kim Biggs
	Jim Ahlgren	Maxine Pruitt	Cody Mosley
	Don Sweger		

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

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

- A. Consider approval of minutes of the Special City Council Workshop held on February 17, 2015.
- B. Consider approval of minutes of the Regular City Council Meeting held on February 17, 2015.
- C. Consider approval of amending the type of police vehicles that were approved to be purchased at the February 3, 2015 City Council meeting.

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

Aye: Spradlin, Wood, Ayers, Thomas, Taylor, Padgett, Reandeu
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Developer Agreement with Love’s Travel Stops & Country Stores, Inc. Motion by Councilmember Taylor, seconded by Councilmember Padgett, moved approval of a developer agreement with Love’s Travel Stops & Country Stores, Inc. and the City of Guthrie. Councilmembers entered their votes and the votes were displayed with the following results:

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

Nay: None

Mayor Spradlin declared the motion carried unanimously.

Resolution No. 2015-06. Motion by Vice Mayor Wood, seconded by Councilmember Ayers, moved approval of Resolution No. 2015-06 authorizing the City Attorney to file suit to declare a nuisance and abate the property located at 1124 West Warner through District Court.

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

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

Nay: None

Mayor Spradlin declared the motion carried unanimously.

Resolution No. 2015-07. Motion by Councilmember Thomas, seconded by Councilmember Padgett, moved approval of Resolution No. 2015-07 providing support for First Capital Neighborhood Solutions Foundation. Councilmembers entered their votes and the votes were displayed with the following results:

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

Nay: None

Mayor Spradlin declared the motion carried unanimously.

Sponsorship Agreement with Lazy E Arena. Motion by Councilmember Thomas, seconded by Councilmember Taylor, moved approval of a sponsorship agreement with Lazy E Arena for tourism. Councilmembers entered their votes and the votes were displayed with the following results:

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

Nay: None

Mayor Spradlin declared the motion carried unanimously.

Resolution No. 2015-04. Motion by Councilmember Padgett, seconded by Councilmember Taylor, moved approval of Resolution No. 2015-04, increasing/establishing fees for emergency medical services, oil and gas well permit and application fees, and animal control fees as recommended by the Citizens Rate and Fee Advisory Committee. Councilmembers entered their votes and the votes were displayed with the following results:

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

Nay: None

Mayor Spradlin declared the motion carried unanimously.

Ordinance No. 3268. Motion by Councilmember Ayers, seconded by Councilmember Padgett, moved approval of adopting Ordinance No. 3268 amending court costs and fines as recommended by the Citizens Rate and Fee Advisory Committee. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Thomas, Taylor, Padgett, Reandean
Nay: None

Mayor Spradlin declared the motion carried unanimously.

City Manager's Report. Thanked the Street Department for their work during the recent snowstorms and recognized the loss of Hollie Chappell, a great man and pillar of this community.

Requests/comments from members of the City Council. Announced upcoming community events; City Council Candidate Forum is March 23 at 6:30 p.m. at the Guthrie High School cafeteria; Town Hall meeting is March 31 at 6:00 p.m. at City Hall; thanked the City street crew; and recognized the passing of Mr. Chappell.

Adjourn. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 7:32 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Mayor



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
March 17, 2015

Contact
Kim Biggs,
City Clerk

Agenda Item

Consider approval of waiving the rental fee for the Mineral Wells Pavilion for the Parent-Teacher Organization (PTO) of Guthrie Upper Elementary School (GUES) on Tuesday, April 7, 2015.

Summary

The PTO of GUES has requested that the City waive the \$50.00 rental fee required to lease Mineral Wells Pavilion for their 2nd Annual Kick-off Testing Family Picnic on April 7, 2015 from 5:00 p.m. to 8:00 p.m. The event is held to provide an opportunity for teachers and parents to visit outside the school facilities. Hot dogs and chips are provided at no charge. The PTO has limited funds for these types of events and the money raised throughout the year go towards playground equipment and student rewards.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number _____ **Amount** _____

Legal Review N/A Required Completed Date: _____

Supporting documents attached

- Letter from Susan Davison, Principal, Guthrie Upper Elementary School

Recommendation

Approve waiving the \$50.00 rental fee for Mineral Wells Pavilion for the Parent-Teacher Organization of Guthrie Upper Elementary School on April 7, 2015.

Action Needed Public Hearing Motion Emergency Clause

Guthrie Upper Elementary School

702 CROOKS DRIVE
GUTHRIE, OKLAHOMA 73044
(405) 282-5924
Fax: (405) 282-5946
www.guthrie.k12.ok.us

Susan Davison
Principal

Jeff Ball
Assistant Principal

Dear Guthrie City Council:

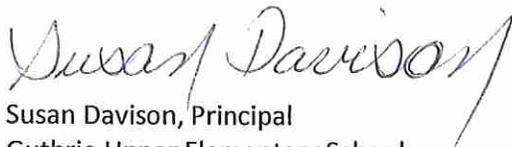
The PTO of Guthrie Upper Elementary School will be hosting the 2nd Annual Kick-off Testing Family Picnic. It will be held on Tuesday, April 7, 5 -8 pm, at Mineral Wells Park. The GUES PTO will be providing free hot dogs and chips to all who attend.

This event is held to provide an opportunity for teachers and parents to visit outside the school building and bridge a gap between home and school. Hopefully this event helps to alleviate student stress over testing as well. Last year was the first time we held this event and it was a great success. We served over 600 hot dogs.

The PTO is requesting that you waive the reservation fee for the pavilion at Mineral Wells Park. There is no charge to the families for this event. PTO does hold fundraising events throughout the year, but we hope to utilize those funds for playground equipment and student rewards.

Your consideration of this request is greatly appreciated as well as all the support you offer to the schools and students throughout the year. Please feel free to contact me if you have any questions. I can be reached at the GUES office, 282-5924 or by cell, 642-2162.

Sincerely,



Susan Davison, Principal
Guthrie Upper Elementary School



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

March 17, 2015

Contact

Maxine Pruitt,
Municipal Services
Director

Agenda Item

Consider approval of the renewal of the Sports Field Use Agreement for the Softball Association for the use of Owen Field.

Summary

This agreement is the result of a proposal the Softball Association presented to the Park Board for full control of Owen Field (also known as Owens Field) with the understanding the Association would make improvements to the field each year. In FY13, the Association replaced and repaired water lines in the restrooms which had burst during the winter. In FY14, the Association paid \$1,300 to repair the lights for the field. They have provided proof of insurance and have provided the \$100 deposit. The mowing schedule for the FY15 season is included.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number _____ **Amount** \$100 Deposit _____

Supporting documents attached:

- Sports Field Use Agreement

Recommendation

Approve the Softball Association Sports Field Use Agreement.

Action Needed Public Hearing Motion Emergency Clause



SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 10th day of March, 2015, by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Softball Association, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

(a) That the LESSOR in consideration of the obligation of LESSEE to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereby leases from the LESSOR, the ball playing fields and practice fields which are collectively and commonly known as Owens Field, Guthrie, Logan County, State of Oklahoma, more particularly described in "Exhibit A" attached hereto, and together with the other improvements situated or to be situated upon said premises, (the said real property, building and improvements being hereinafter referred to as the "Premises").

(b) LESSOR reserves the right of ingress and egress in, to, on, or over and across the Premises to inspect the condition of the Premises in a manner that will cause the least disruption to LESSEE'S quite enjoyment of the Premises.

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of April, 2015 (the "Commencement Date"), and ending on the 1st day of April, 2016, subject to termination as provided herein (the "Lease Term").

2. RENT: LESSEE will pay a deposit in the amount of \$100. LESSEE agrees to pick up all trash and debris and empty the trash cans into the dumpster and clean

2/22/2011

the restrooms (Owens and Soccer Fields only) after each use of the fields and to have volunteer work days in order to maintain concession stand(s), restrooms (Owens and Soccer Fields), and the Premises and as such to be considered as a portion of the rentals due hereunder. In addition, 5% of all net proceeds from concession sales, gate and entry fees will be payable to the LESSOR at the end of the season. Keys shall be checked out to the LESSEE who may distribute as needed; however, keys are not be copied, and all keys must be returned at the end of the contract. If additional keys are needed, LESSOR will provide. The deposit will be returned if all of the following requirements are accomplished within 15 days of the close of the season: 1) Upon inspection, the premises are determined to be in good condition; 2) All keys are returned; 3) A current contact list for the next season is provided in writing; and 4) 5% of all net proceeds are remitted to LESSOR. ("Exhibit B" Key Distribution Sheet)

3. PURPOSE AND USE: The Premises shall be used for playing

SOFTBALL , practicing SOFTBALL , conducting

SOFTBALL games, concession stand sales and related incidental purposes including fundraisers to directly benefit LESSEE, and for no other purpose, except such as shall be from time to time permitted in writing by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, regulations applicable to the uses 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. All existing locks, gates, doors, etc. should remain intact (will not be cut, taken down or otherwise altered. 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. LESSEE shall provide activities to benefit City of Guthrie residents, within age groups designated by the LESSEE and LESSEE shall not engage in any discriminatory uses of the Premises on the basis of race, creed, color, sex, national origin, religion, or handicap. LESSEE shall control all scheduling of all games and practices upon the Premises and shall provide supervision of the concession stand and restrooms at all times by adults.

4. LESSOR PROVISIONS: LESSOR agrees to perform bi-weekly mowing and trimming of the premises from February to October. A mowing schedule, "Exhibit C" will be provided to the LESSEE. If additional mowing is desired by LESSEE, LESSEE will be responsible.

The LESSOR agrees to replace lamps (light bulbs) for the field lights, provide the electricity, perform fence repairs, maintain the parking area, and provide water and a dumpster for trash service at no additional charge.

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5. ALTERATION: LESSEE shall not make any alterations, improvements, changes or additions made in or to such Premises without written consent of LESSOR through the Municipal Services Director.

6. INSURANCE: LESSEE shall, at its own expense, keep in effect during the term of this Agreement the following general liability insurance in standard form policies with an insurance company or companies authorized to do business in Oklahoma and provide proof of insurance as "Exhibit D":

Comprehensive public liability insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars to any one claimant for a claim arising out of a single act, occurrence or accident; and One Million Dollars (\$1,000,000.00) for any claims arising out of a single act, occurrence or accident.

The aforesaid insurance shall protect the LESSOR and THE CITY OF GUTHRIE from all liability, judgments, claims, damages, causes of action, loss, cost and expenses arising from or related to LESSEE'S use of the Premises, excluding participants who will not be covered during actual participation in practice, game or event.

7. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE'S members, officers, employees, agents, patrons, invitees, players, coaches, umpires, referees, league officials, visiting players, volunteer workers, concession workers, spectators or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify The City of Guthrie, its council-members, officers, agents, officials and employees and the LESSOR, its employees, officials, officers, council-members and agents and hold them and each of them harmless from any and all loss, cost, demands, expense, suits, actions, judgments, liability, damages, charges, causes of action of claims, including attorney's fees, arising out of or related to any such damage of whatsoever kind or nature or injury; except injury to persons or damage to property, the sole cause of which is gross negligence of Lessor.

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

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9. NO WASTE OR DAMAGE: 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 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, State, or Federal government. No storage of goods or merchandise shall be permitted except within the leased Premises. 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.)

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

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

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

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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.

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

- (a) LESSEE shall fail to comply with rental provisions outlined in paragraph 2, or shall fail to pay for the insurance described in paragraph 6, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date such installment or reimbursement was due.
- (b) LESSEE shall disband, become insolvent, or shall make transfer in fraud to creditors, or shall make an assignment for the benefit of creditors.
- (c) LESSEE shall file, or have filed against it, a petition, voluntary or involuntary, under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt, a debtor in bankruptcy or insolvent in proceedings filed against LESSEE thereunder.
- (d) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.
- (e) LESSEE shall fail to comply with any term, provisions, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within fifteen (15) days after written notice thereof of LESSEE.
- (f) LESSEE shall fail to file any sales tax reports in a timely manner or fail to timely pay any sales tax receipts to the Oklahoma Tax Commission.

13. REMEDIES: Upon the occurrence of any such events of default as described in paragraph 11 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

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

2/22/2011

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

If LESSOR, at any time, is compelled to pay or elects to pay any sum of money to do any acts which would require the payment of any sum of money by reason of the failure of LESSEE to comply with any provision of this Lease, or if LESSOR is compelled to incur any expense, including reasonable attorney's 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.

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

2/22/2011

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.

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

ATTEST:

City Clerk

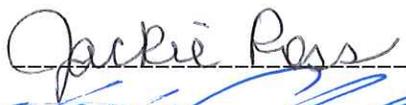
ATTEST:

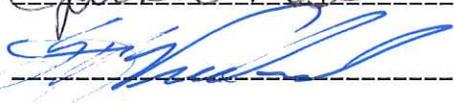
Secretary

"LESSOR"
City of Guthrie

By:-----

"LESSEE"

By: -----

By: -----

Note: Exhibit A: Property Description
Exhibit B: Key Distribution Sheet
Exhibit C: Mowing Schedule
Exhibit D: Proof of Insurance

2/22/2011

EXHIBIT A

OWEN FIELD
203 S. ACADEMY ROAD

LEGAL DESCRIPTION

15 ACRES MOL

LEGAL: 03W1 16N 12NE

N $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SECTION 12, T 16 N, R3W

EXHIBIT B

KEY DISTRIBUTION SHEET

DATE: March 10th 2015

ORGANIZATION: Softball Association

FIELD: Owen Field

KEYS TO: Concession, equip. Room

NO. OF KEYS OR SETS: 2

RESPONSIBLE PARTY:



NAME

1010 S Locust Guthrie OK. 73044 (405) 474-4607

ADDRESS

PHONE NO.

Exhibit C

SPORTS FIELD MOWING SCHEDULE 2015

Rain may cause schedule to vary
by a day or two

2 WEEKS SCHEDULE MOWING, TRIMMING

LOCATION	DAY	MONTH AND DATE
COTTONWOOD FLATS	Mondays	April 6th, 7th, 20th and 21st
	Tuesdays	May 4th, 5th, 18th and 19th
		June 1st, 2nd, 15th, 16th, 29th and 30th
		July 14th, 15th, 28th and 29th
		August 10th, 11th, 24th and 25th
		September 6th, 7th, 20th and 21st
		October 4th, 5th, 18th and 19th
OWEN FIELD	Thursdays	April 9th and 23rd
		May 7th and 21st
		June 4th and 18th
		July 2nd, 16th and 30th
		August 13th and 27th
		September 10th and 24th
		October 8th and 22nd
SOCCER FIELDS	Wednesdays	April 8th and 22nd
		May 6th and 20th
KIWANIS FIELD		June 3rd and 7th
		July 1st, 15th and 29th
		August 12th and 26th
		September 9th and 23rd
		October 7th and 21st

EXHIBIT D
PROOF OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/06/2015
PRODUCER Terrainsure Group 2403 S Division Ste. A Guthrie, OK 73044	Phone: (405)293-4880	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Girls Guthrie Softball PO BOX 1401 Guthrie, OK 73044	INSURERS AFFORDING COVERAGE	
	INSURER A: United States Liability Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NPP1560691	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT \$
	<i>If yes, describe under SPECIAL PROVISIONS below</i>				E L DISEASE - EA EMPLOYEE \$
					E L DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Location of Premises: Owen Field, Guthrie, OK

CERTIFICATE HOLDER <p style="text-align: center;">The City of Guthrie</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <p style="text-align: right;">(LGI)</p>
--	---



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

March 17, 2015

Contact

Maxine Pruitt,
Municipal Services
Director

Agenda Item

Consider approval of the renewal of the Sports Field Use Agreement for the Little League Baseball Association for the use of Kiwanis Field.

Summary

The Little League Baseball Association, officially known as the Guthrie Baseball Summer League, has requested renewal for the use agreement of the Kiwanis Field for FY15 baseball season. They have provided the proof of insurance and the \$100 deposit. The agreement is for one (1) year. The playing season runs from April through July. The 2015 mowing schedule is attached.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number _____ **Amount** \$100 Deposit

Supporting documents attached:

- Sports Field Use Agreement, Kiwanis Field

Recommendation

Approve the Little League Baseball Association Sports Field Use Agreement for Kiwanis Field.

Action Needed Public Hearing Motion Emergency Clause



SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 10th day of March, 2015 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and **Guthrie Baseball Summer League**, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

(a) That the LESSOR in consideration of the obligation of LESSEE to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereby leases from the LESSOR, the ball playing fields and practice fields which are collectively and commonly known as **Kiwanis**, Guthrie, Logan County, State of Oklahoma, more particularly described in "Exhibit A" attached hereto, and together with the other improvements situated or to be situated upon said premises, (the said real property, building and improvements being hereinafter referred to as the "Premises").

(b) LESSOR reserves the right of ingress and egress in, to, on, or over and across the Premises to inspect the condition of the Premises in a manner that will cause the least disruption to LESSEE'S quite enjoyment of the Premises.

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of **April, 2015** (the "Commencement Date"), and ending on the 1st day of **April, 2016**, subject to termination as provided herein (the "Lease Term").

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2. RENT: LESSEE will pay a deposit in the amount of \$100. LESSEE agrees to pick up all trash and debris and empty the trash cans into the dumpster and clean the restrooms (Owens and Soccer Fields only) after each use of the fields and to have volunteer work days in order to maintain concession stand(s), restrooms (Owens and Soccer Fields), and the Premises and as such to be considered as a portion of the rentals due hereunder. In addition, 5% of all net proceeds from concession sales, gate and entry fees will be payable to the LESSOR at the end of the season. Keys shall be checked out to the LESSEE who may distribute as needed; however, keys are not be copied, and all keys must be returned at the end of the contract. If additional keys are needed, LESSOR will provide. The deposit will be returned if all of the following requirements are accomplished within 15 days of the close of the season: 1) Upon inspection, the premises are determined to be in good condition; 2) All keys are returned; 3) A current contact list for the next season is provided in writing; and 4) 5% of all net proceeds are remitted to LESSOR. ("Exhibit B" Key Distribution Sheet)

3. PURPOSE AND USE: The Premises shall be used for playing Baseball practicing Baseball , conducting

Baseball games, concession stand sales and related incidental purposes including fundraisers to directly benefit LESSEE, and for no other purpose, except such as shall be from time to time permitted in writing by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, regulations applicable to the uses 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. All existing locks, gates, doors, etc. should remain intact (will not be cut, taken down or otherwise altered. 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. LESSEE shall provide activities to benefit City of Guthrie residents, within age groups designated by the LESSEE and LESSEE shall not engage in any discriminatory uses of the Premises on the basis of race, creed, color, sex, national origin, religion, or handicap. LESSEE shall control all scheduling of all games and practices upon the Premises and shall provide supervision of the concession stand and restrooms at all times by adults.

4. LESSOR PROVISIONS: LESSOR agrees to perform bi-weekly mowing and trimming of the premises from February to October. A mowing schedule, "Exhibit C" will be provided to the LESSEE. If additional mowing is desired by LESSEE, LESSEE will be responsible.

The LESSOR agrees to replace lamps (light bulbs) for the field lights, provide the electricity, perform fence repairs, maintain the parking area, and provide water and a dumpster for trash service at no additional charge.

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5. ALTERATION: LESSEE shall not make any alterations, improvements, changes or additions made in or to such Premises without written consent of LESSOR through the Municipal Services Director.

6. INSURANCE: LESSEE shall, at its own expense, keep in effect during the term of this Agreement the following general liability insurance in standard form policies with an insurance company or companies authorized to do business in Oklahoma and provide proof of insurance as "Exhibit D":

Comprehensive public liability insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars to any one claimant for a claim arising out of a single act, occurrence or accident; and One Million Dollars (\$1,000,000.00) for any claims arising out of a single act, occurrence or accident.

The aforesaid insurance shall protect the LESSOR and THE CITY OF GUTHRIE from all liability, judgments, claims, damages, causes of action, loss, cost and expenses arising from or related to LESSEE'S use of the Premises, excluding participants who will not be covered during actual participation in practice, game or event.

7. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE'S members, officers, employees, agents, patrons, invitees, players, coaches, umpires, referees, league officials, visiting players, volunteer workers, concession workers, spectators or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify The City of Guthrie, its council-members, officers, agents, officials and employees and the LESSOR, its employees, officials, officers, council-members and agents and hold them and each of them harmless from any and all loss, cost, demands, expense, suits, actions, judgments, liability, damages, charges, causes of action of claims, including attorney's fees, arising out of or related to any such damage of whatsoever kind or nature or injury; except injury to persons or damage to property, the sole cause of which is gross negligence of Lessor.

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

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9. NO WASTE OR DAMAGE: 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 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, State, or Federal government. No storage of goods or merchandise shall be permitted except within the leased Premises. 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.)

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

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

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

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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.

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

- (a) LESSEE shall fail to comply with rental provisions outlined in paragraph 2, or shall fail to pay for the insurance described in paragraph 6, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date such installment or reimbursement was due.
- (b) LESSEE shall disband, become insolvent, or shall make transfer in fraud to creditors, or shall make an assignment for the benefit of creditors.
- (c) LESSEE shall file, or have filed against it, a petition, voluntary or involuntary, under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt, a debtor in bankruptcy or insolvent in proceedings filed against LESSEE thereunder.
- (d) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.
- (e) LESSEE shall fail to comply with any term, provisions, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within fifteen (15) days after written notice thereof of LESSEE.
- (f) LESSEE shall fail to file any sales tax reports in a timely manner or fail to timely pay any sales tax receipts to the Oklahoma Tax Commission.

13. REMEDIES: Upon the occurrence of any such events of default as described in paragraph 11 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

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

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

If LESSOR, at any time, is compelled to pay or elects to pay any sum of money to do any acts which would require the payment of any sum of money by reason of the failure of LESSEE to comply with any provision of this Lease, or if LESSOR is compelled to incur any expense, including reasonable attorney's 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.

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

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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.

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

"LESSOR"
City of Guthrie

ATTEST:

By: _____

City Clerk

"LESSEE"


ATTEST:

By: _____

Secretary

- Note: Exhibit A: Property Description
- Exhibit B: Key Distribution Sheet
- Exhibit C: Mowing Schedule
- Exhibit D: Proof of Insurance

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EXHIBIT A

KIWANIS FIELD
701 N. PINE ST.

LEGAL DESCRIPTION

6 ACRES MOL

LEGAL: 02W1 16N 08 NE

N $\frac{1}{4}$ of the N $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, T 16N, R2W

EXHIBIT B
KEY DISTRIBUTION SHEET

DATE: _____

ORGANIZATION: _____

FIELD: _____

KEYS TO: _____

NO. OF KEYS OR SETS: _____

RESPONSIBLE PARTY:

NAME

ADDRESS

PHONE NO.

Exhibit C

SPORTS FIELD MOWING SCHEDULE 2015

Rain may cause schedule to vary
by a day or two

2 WEEKS SCHEDULE MOWING, TRIMMING

LOCATION	DAY	MONTH AND DATE
COTTONWOOD FLATS	Mondays	April 6th, 7th, 20th and 21st
	Tuesdays	May 4th, 5th, 18th and 19th
		June 1st, 2nd, 15th, 16th, 29th and 30th
		July 14th, 15th, 28th and 29th
		August 10th, 11th, 24th and 25th
		September 6th, 7th, 20th and 21st
		October 4th, 5th, 18th and 19th
OWEN FIELD	Thursdays	April 9th and 23rd
		May 7th and 21st
		June 4th and 18th
		July 2nd, 16th and 30th
		August 13th and 27th
		September 10th and 24th
		October 8th and 22nd
SOCCER FIELDS	Wednesdays	April 8th and 22nd
		May 6th and 20th
KIWANIS FIELD		June 3rd and 7th
		July 1st, 15th and 29th
		August 12th and 26th
		September 9th and 23rd
		October 7th and 21st

EXHIBIT D
PROOF OF INSURANCE

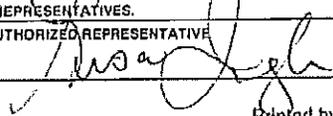
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/11/2015
PRODUCER Terrainsure Group 2403 S Division Ste. A Guthrie, OK 73044	Phone: (405)293-4880	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Guthrie Baseball Association PO BOX 1273 Guthrie, OK 73044		
		INSURERS AFFORDING COVERAGE
		INSURER A: Scottsdale Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L) LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPS1994350	05/16/2014	05/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 designated premises: Cottonwood Flats Baseball Field, Guthrie, OK

CERTIFICATE HOLDER City of Guthrie	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  (LGI)
--	---



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

March 17, 2015

Contact

Maxine Pruitt,
Municipal Services
Director

Agenda Item

Consider approval of the renewal of the Sports Field Use Agreement for the Guthrie Baseball Summer League for the use of Cottonwood Flats.

Summary

This agreement is a renewal with the Guthrie Baseball Summer League. They have provided the proof of insurance and the \$100 deposit. This agreement is for one (1) year, with the playing season running from April through July. The mowing schedule is attached for 2015.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number _____ **Amount** \$100 Deposit

Supporting documents attached:

- Sports Field Use Agreement, Cottonwood Flats

Recommendation

Approve the Guthrie Baseball Summer League Sports Field Use Agreement for Cottonwood Flats.

Action Needed Public Hearing Motion Emergency Clause



SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 10th day of March, 2015 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Guthrie Baseball Summer League, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

(a) That the LESSOR in consideration of the obligation of LESSEE to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereby leases from the LESSOR, the ball playing fields and practice fields which are collectively and commonly known as Cottonwood Flats Guthrie, Logan County, State of Oklahoma, more particularly described in "Exhibit A" attached hereto, and together with the other improvements situated or to be situated upon said premises, (the said real property, building and improvements being hereinafter referred to as the "Premises").

(b) LESSOR reserves the right of ingress and egress in, to, on, or over and across the Premises to inspect the condition of the Premises in a manner that will cause the least disruption to LESSEE'S quite enjoyment of the Premises.

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of April, 2015 (the "Commencement Date"), and ending on the 1st day of April, 2016, subject to termination as provided herein (the "Lease Term").

2. RENT: LESSEE will pay a deposit in the amount of \$100. LESSEE agrees to pick up all trash and debris and empty the trash cans into the dumpster and clean

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the restrooms (Owens and Soccer Fields only) after each use of the fields and to have volunteer work days in order to maintain concession stand(s), restrooms (Owens and Soccer Fields), and the Premises and as such to be considered as a portion of the rentals due hereunder. In addition, 5% of all net proceeds from concession sales, gate and entry fees will be payable to the LESSOR at the end of the season. Keys shall be checked out to the LESSEE who may distribute as needed; however, keys are not be copied, and all keys must be returned at the end of the contract. If additional keys are needed, LESSOR will provide. The deposit will be returned if all of the following requirements are accomplished within 15 days of the close of the season: 1) Upon inspection, the premises are determined to be in good condition; 2) All keys are returned; 3) A current contact list for the next season is provided in writing; and 4) 5% of all net proceeds are remitted to LESSOR. ("Exhibit B" Key Distribution Sheet)

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Baseball , practicing, Baseball conducting

Baseball games, concession stand sales and related incidental purposes including fundraisers to directly benefit LESSEE, and for no other purpose, except such as shall be from time to time permitted in writing by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, regulations applicable to the uses 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. All existing locks, gates, doors, etc. should remain intact (will not be cut, taken down or otherwise altered. 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. LESSEE shall provide activities to benefit City of Guthrie residents, within age groups designated by the LESSEE and LESSEE shall not engage in any discriminatory uses of the Premises on the basis of race, creed, color, sex, national origin, religion, or handicap. LESSEE shall control all scheduling of all games and practices upon the Premises and shall provide supervision of the concession stand and restrooms at all times by adults.

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Comprehensive public liability insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars to any one claimant for a claim arising out of a single act, occurrence or accident; and One Million Dollars (\$1,000,000.00) for any claims arising out of a single act, occurrence or accident.

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- (c) LESSEE shall file, or have filed against it, a petition, voluntary or involuntary, under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt, a debtor in bankruptcy or insolvent in proceedings filed against LESSEE thereunder.
- (d) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.
- (e) LESSEE shall fail to comply with any term, provisions, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within fifteen (15) days after written notice thereof of LESSEE.
- (f) LESSEE shall fail to file any sales tax reports in a timely manner or fail to timely pay any sales tax receipts to the Oklahoma Tax Commission.

13. REMEDIES: Upon the occurrence of any such events of default as described in paragraph 11 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

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

2/22/2011

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

If LESSOR, at any time, is compelled to pay or elects to pay any sum of money to do any acts which would require the payment of any sum of money by reason of the failure of LESSEE to comply with any provision of this Lease, or if LESSOR is compelled to incur any expense, including reasonable attorney's 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.

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

2/22/2011

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.

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

ATTEST:

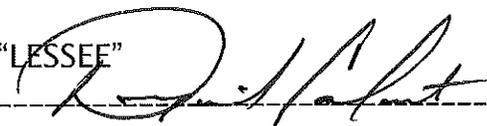
City Clerk

ATTEST:

Secretary

“LESSOR”
City of Guthrie

By: _____

“LESSEE”


By: _____

- Note: Exhibit A: Property Description
Exhibit B: Key Distribution Sheet
Exhibit C: Mowing Schedule
Exhibit D: Proof of Insurance

2/22/2011

EXHIBIT A

COTTONWOOD FLATS
BETWEEN NOBLE & COLLEGE AND 5TH & 8TH STREETS

LEGAL DESCRIPTION

33 ACRES MOL

LEGAL: 02W1 16N 08 NE

EXHIBIT B
KEY DISTRIBUTION SHEET

DATE: _____

ORGANIZATION: _____

FIELD: _____

KEYS TO: _____

NO. OF KEYS OR SETS: _____

RESPONSIBLE PARTY:

NAME

ADDRESS

PHONE NO.

Exhibit C

SPORTS FIELD MOWING SCHEDULE 2015

Rain may cause schedule to vary
by a day or two

2 WEEKS SCHEDULE MOWING, TRIMMING

LOCATION	DAY	MONTH AND DATE
COTTONWOOD FLATS	Mondays	April 6th, 7th, 20th and 21st
	Tuesdays	May 4th, 5th, 18th and 19th
		June 1st, 2nd, 15th, 16th, 29th and 30th
		July 14th, 15th, 28th and 29th
		August 10th, 11th, 24th and 25th
		September 6th, 7th, 20th and 21st
		October 4th, 5th, 18th and 19th
OWEN FIELD	Thursdays	April 9th and 23rd
		May 7th and 21st
		June 4th and 18th
		July 2nd, 16th and 30th
		August 13th and 27th
		September 10th and 24th
		October 8th and 22nd
SOCCER FIELDS	Wednesdays	April 8th and 22nd
		May 6th and 20th
KIWANIS FIELD		June 3rd and 7th
		July 1st, 15th and 29th
		August 12th and 26th
		September 9th and 23rd
		October 7th and 21st

EXHIBIT D
PROOF OF INSURANCE

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM-DD-YYYY)

03/11/2015

PRODUCER
Terrainsure Group
2403 S Division St. A
Guthrie, OK 73044
Phone: (405)293-4880

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Guthrie Baseball Association
PO BOX 1273
Guthrie, OK 73044

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPS1994350	05/16/2014	05/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
designated premises: Cottonwood Flats Baseball Field, Guthrie, OK

CERTIFICATE HOLDER

City of Guthrie

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

(LGI)

ACORD 25 (2001/08)

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 Printed by LGI on March 11, 2015 at 10:27AM



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
March 17, 2015

Contact
Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval to reject all bids for Bid No. 2013-07, Safe Routes to School Fogarty Project.

Summary

November 2013 the City of Guthrie published a public notice to solicit bids for the Safe Routes to School Grant from the Oklahoma Department of Transportation (ODOT) to allow construction of sidewalks near Fogarty School. Bids were received in December 2013, and then the project was put on hold due to not getting environmental clearance to replace the existing brick sidewalk with concrete sidewalk since the extent of the project is within the historic district. The plans and specifications had to be redrawn and redone to call for the re-use of the bricks in the existing sidewalk and to construct the new sidewalk using brick. On March 2, 2015, the Oklahoma Department of Transportation (ODOT) gave approval for the City of Guthrie to move forward on this Federal-Aid Project No. SRS-142D(225)ST, State Job Piece No. 28470(18).

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>30-30-05-6577</u>	Amount	<u>\$193,500</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Consent letter from ODOT to bid Safe Routes to School project

Recommendation

Approve rejecting all bids for Bid No. 2013-07, Safe Routes to School.

Action Needed Public Hearing Motion Emergency Clause



OKLAHOMA DEPARTMENT OF TRANSPORTATION
Local Government Division
200 N.E. 21st Street
Oklahoma City, OK 73105-3204

March 2, 2015

Ms. Maxine Pruitt
P.O. Box 908
Guthrie, OK 73044

Dear Ms. Pruitt:

The City of Guthrie's Infrastructure Improvements in Various Locations SRTS project, Federal-Aid Project No. SRS-142D(225)ST, State Job Piece No. 28470(18).

We have reviewed the submitted plan set and attached bid documents on the subject project and all items appear to be in order. You may regard this correspondence as approval to go to bid on the afore mentioned project.

The date and location of the pre-bid conference shall be coordinated with Departmental staff.

After the bid opening and recognition of the apparent low bidder, please forward to my office a recommendation from the City to award the bid along with bid tab sheets and the low bidder's bid documents. We will review the bid tabulations and bid documents and forward a concurrence letter to the City authorizing the execution of the construction contract. The City should then forward one copy of the executed construction agreement to my office.

If you have any questions, or comments please feel free to call on me at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Matt VanAuken".

Matt VanAuken
Special Projects Branch



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

March 17, 2015

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval to allow the Purchasing Agent to rebid the Safe Routes to School Fogarty Project.

Summary

In 2013, the City of Guthrie and Logan County Health Department applied for a Safe Routes to School Grant funded by ODOT to construct sidewalks near local elementary schools. The grant was awarded for the area near Fogarty school. The sidewalks extend into the Historic District of Guthrie therefore we are required to preserve the brick that is already in place. The project plans and specifications had to be redone and redrawn to call for the re-use the bricks in the existing sidewalk and to construct the new sidewalk using brick. Jackson Engineering has created the plans and specs to meet the requirements for this project. The sidewalk is 2 blocks on Wentz going south from Jefferson to Washington and 1 block going east on Washington. To be more specific: East side of Wentz between Jefferson and College, East side of Wentz between College and Washington, North Side of Washington between Wentz and Broad.

On March 2, 2015, the Oklahoma Department of Transportation (ODOT) gave approval for the City of Guthrie to move forward on this Federal-Aid Project No. SRS-142D(225)ST, State Job Piece No. 28470(18).

Funding Expected Revenue X Expenditure N/A
Budgeted X Yes No N/A
Account Number 30-30-05-6577 Amount \$193,500
Legal Review N/A Required Completed Date:

Supporting documents attached

- Consent letter from ODOT to bid Safe Routes to School project

Recommendation

Approve to allow the Purchasing Agent to solicit bids for the Safe Routes to School Fogarty Project.

Action Needed Public Hearing X Motion Emergency Clause



OKLAHOMA DEPARTMENT OF TRANSPORTATION
Local Government Division
200 N.E. 21st Street
Oklahoma City, OK 73105-3204

March 2, 2015

Ms. Maxine Pruitt
P.O. Box 908
Guthrie, OK 73044

Dear Ms. Pruitt:

The City of Guthrie's Infrastructure Improvements in Various Locations SRTS project, Federal-Aid Project No. SRS-142D(225)ST, State Job Piece No. 28470(18).

We have reviewed the submitted plan set and attached bid documents on the subject project and all items appear to be in order. You may regard this correspondence as approval to go to bid on the afore mentioned project.

The date and location of the pre-bid conference shall be coordinated with Departmental staff.

After the bid opening and recognition of the apparent low bidder, please forward to my office a recommendation from the City to award the bid along with bid tab sheets and the low bidder's bid documents. We will review the bid tabulations and bid documents and forward a concurrence letter to the City authorizing the execution of the construction contract. The City should then forward one copy of the executed construction agreement to my office.

If you have any questions, or comments please feel free to call on me at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Matt VanAuken".

Matt VanAuken
Special Projects Branch



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
March 17, 2015

Contact
Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval to reject all bids for construction of a Pilots' Lounge at Guthrie-Edmond Regional Airport.

Summary

On January 20, 2015 the City Council gave permission to allow the solicitation of bids for the construction of a Pilots' Lounge at the Guthrie-Edmond Regional Airport (GERA). At that time GERA had received plans specifications created by Myers Engineering for the construction of a 24 hour accessible Pilots' Lounge and restroom. Capital funds have been budgeted for the project and completion is anticipated within the 2015 fiscal year.

On January 24th and 31st, a public notice was published in the Guthrie News Leader with sealed bids due on February 17, 2015 at 2:00 PM. The City received 3 sealed bids from the following contractors: WL McNatt & Company for \$105,000; Rader Building Company for \$72,200; and Gail Armstrong for \$120,000. All of these bids exceed the \$50,000 budgeted amount for this project.

Staff is researching other options.

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

Supporting documents attached

- N/A

Recommendation

Approve the Purchasing Agent to reject all bids for construction of a Pilots' Lounge at the Guthrie-Edmond Regional Airport.

Action Needed Public Hearing Motion Emergency Clause



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

March 17, 2015

Contact

Maxine Pruitt,
Municipal Services
Director

Agenda Item

Discussion and possible action regarding appointment(s) to the Guthrie Forestry Board.

Summary

The Forestry Board has two openings, one to replace the member who recently passed away and whose term will end in June 2017, and one who resigned and whose term will end in June of 2016. We have two applicants interested in serving on the Forestry Board.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number _____ **Amount** _____

Legal Review N/A Required Completed Date: _____

Supporting documents attached

- Application of Sherry I. Gates High
- Application of Tim Poindexter

Recommendation

Approve appointments for the two vacancies on the Guthrie Forestry Board.

Action Needed Public Hearing Motion Emergency Clause

Maxine Pruitt

From: Jim Ahlgren
Sent: Tuesday, March 10, 2015 3:37 PM
To: Maxine Pruitt
Subject: FW: Online Form Submittal: Application for Volunteer Boards and Commissions

From: noreply@civicplus.com [mailto:noreply@civicplus.com]
Sent: Tuesday, March 10, 2015 2:36 PM
To: Mark Spradlin; Andrea Post; Jim Ahlgren; Cody Mosley; Sereniah Breland
Subject: Online Form Submittal: Application for Volunteer Boards and Commissions

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application for Volunteer Boards and Commissions

Name: Sherry I. Gates High
Daytime Phone Number: 405-██████████
Evening Phone/Cell Phone: 405-██████████/405-██████████
Address: ██████ E Mansur Ave Guthrie, OK 73044
Occupation: Accountant
Education Level: BS in Science - Business Administration - Mgmt & Finance
How long have you lived in Guthrie? Less than 2 years 5 to 10 years
 2 to 5 years More than 10 years

Which board or commission interests you? Forestry

Why are you interested in serving on this board or commission? I know that our city has a great need for people to support it's growth while maintaining it's character. As a long time member of the community even though we have only lived "in town" for 4 years we have lived in the school district since 1979, I feel that it is my civic duty to step up and help.

What civic activities have you been involved in during the past 3 years? Girl Scouts - I have been a leader for 12 years and was a scout myself for 12 years. My oldest daughter is currently working on her Gold Award which is a community project of building a disc golf course. Church - Guthrie First United Methodist church - Missions director
Volunteer - One of my Scout Troops did the Babysitting service for the Gentleman of the Road Tour and we worked closely with the Chamber to coordinate that project.

What skills and/or experience will you contribute? Dedication to the betterment of Guthrie Strong Work Ethic Leadership & Entrepreneurial mindset Avid Love for Gardening & Planting Strong Research and Reading Comprehension skills Ability to work as a team

Please list at least 3 non-relatives who have known you at least 3 years for references.

Reference 1: Mike DeMoss - Pastor 1st United Methodist Church 405- [REDACTED]

Reference 2: Ted LeGrande - Classmate 405- [REDACTED]

Reference 3: Kathy Hayes - Local Business Owner & Classmate 405- [REDACTED]

Reference 4: Melissa Headrick - Assistant Girl Scout Leader 405- [REDACTED]

Reference 5:

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

Please enter your name and current date to indicate you agree with the above statement: Sherry High 10 March 2015

Thank you for filling out the volunteer application for boards and commissions. Your application will be given to the City Council and to the Department Head at the City of Guthrie that oversees the particular board or commission you are interested in. We will contact you shortly to discuss your application.

In the meantime if you have any questions, you may contact Andrea Post with the City Manager's Office at 405-282-0496. We appreciate your interest in the City of Guthrie and your willingness to serve!

View any uploaded files by [signing in](http://cityofguthrie.com/Admin/FormHistory.aspx?SID=886) and then proceeding to the link below:
<http://cityofguthrie.com/Admin/FormHistory.aspx?SID=886>

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Sherry I. Gates High

Daytime Phone Number:: 405- [REDACTED]

Evening Phone/Cell Phone:: 405- [REDACTED] / 405- [REDACTED]

Address: [REDACTED] E Mansur Ave
Guthrie, OK 73044

Occupation:: Accountant

Education Level:: BS in Science - Business Administration - Mgmt & Finance

How long have you lived in Guthrie?

: 2 to 5 years

Which board or commission interests you?: Forestry

Why are you interested in serving on this board or commission?: I know that our city has a great need for people to support it's growth while maintaining it's character. As a long time member of the community even though we have only lived "in town" for 4 years we have lived in the school district since 1979, I feel that it is my civic duty to step up and help.

What civic activities have you been involved in during the past 3 years?: Girl Scouts - I have been a leader for 12 years and was a scout myself for 12 years. My oldest daughter is currently working on her Gold Award which is a community project of building a disc golf course.

Church - Guthrie First United Methodist church - Missions director

Volunteer - One of my Scout Troops did the Babysitting service for the Gentleman of the Road Tour and we worked closely with the Chamber to coordinate that project.

What skills and/or experience will you contribute?: Dedication to the betterment of Guthrie

Strong Work Ethic

Leadership & Entrepreneurial mindset

Avid Love for Gardening & Planting

Strong Research and Reading Comprehension skills

Ability to work as a team

Reference 1:: Mike DeMoss - Pastor 1st United Methodist Church

405-~~625-6992~~

Reference 2:: Ted LeGrande - Classmate

405-~~825-6119~~

Reference 3:: Kathy Hayes - Local Business Owner & Classmate

405-~~229-6614~~

Reference 4:: Melissa Headrick - Assistant Girl Scout Leader

405-4~~53-5610~~

Reference 5::

Please enter your name and current date to indicate you agree with the above statement:: Sherry High 10 March 2015

Additional Information:

Form submitted on: 3/10/2015 2:36:27 PM

Submitted from IP Address: 98.172.182.123

Referrer Page: <http://www.cityofguthrie.com/Jobs.aspx?Uniqueid=77&From=City-of-Guthrie-Volunteers-Boards-and-Co-77&CommunityJobs=False&JobID=Forestry-Advisory-Board-Volunteer-19>

Form Address: <http://cityofguthrie.com/Forms.aspx?FID=78>

Andrea Post

From: noreply@civicplus.com
Sent: Monday, March 09, 2015 2:08 AM
To: Mark Spradlin; Andrea Post; Jim Ahlgren; Cody Mosley; Sereniah Breland
Subject: Online Form Submittal: Application for Volunteer Boards and Commissions

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application for Volunteer Boards and Commissions

Name: Tim Poindexter
Daytime Phone Number: 405 656-9185
Evening Phone/Cell Phone: 972 [REDACTED]
Address: [REDACTED] N Wentz 73044
Occupation: Real Estate Investor
Education Level: 2 years collage: Horticulture Ceffitiactie in Landscape Design
How long have you lived in Guthrie? Less than 2 years 5 to 10 years
 2 to 5 years More than 10 years

Which board or commission interests you? Forestry Board

Why are you interested in serving on this board or commission? To perserve and add forestry when possable in the City of Guthrie.

What civic activities have you been involved in during the past 3 years? Fogarty NA:President and Vice President Guthrie Chgamber of Commerce:Saturday Volunteer Lunch On Noble: Volunteer

What skills and/or experience will you contribute? Horticulture Club Member- Richland Collage Landscape Design Experience

Please list at least 3 non-relatives who have known you at least 3 years for references.

Reference 1: Mary Coffee 282-1947

Reference 2: Lucy Swanson 202-1047

Reference 3: Mike Demoss 202-4297

Reference 4: Nancy Gaylor 206-0777

Reference 5: Nelda Brown 202-0452

Lunch On Noble: Volunteer

What skills and/or experience will you contribute?: Horticulture Club Member- Richland Collage
Landscape Design Experience

Reference 1:: Mary Coffee ~~202-1947~~

Reference 2:: Lucy Swanson ~~282-1947~~

Reference 3:: Mike Demoss ~~282-4297~~

Reference 4:: Nancy Gaylor ~~886-8777~~

Reference 5:: Nelda Brown ~~282-8402~~

Please enter your name and current date to indicate you agree with the above statement:: Tim W. Poindexter 3-9-2015

Additional Information:

Form submitted on: 3/9/2015 2:07:47 AM

Submitted from IP Address: 8.28.251.162

Referrer Page: No Referrer - Direct Link

Form Address: <http://cityofguthrie.com/Forms.aspx?FID=78>

City of Guthrie
A/P Claims List
from 3/9/2015 to 3/9/2015

Invoice #	Vendor	Description	Account	Cost
2212	HURLEY PLUMBING 267	MISC PLUMBING REPAIRS	01-01-00-6112	\$81.20
NP43730702	FLEETCOR TECHNOLOGIES	GUTHRIE HOUSING AUTHORITY	01-01-00-6118	\$35.92
FEB2015	CRAWFORD &	AUDIT / ACCOUNTING SERVICES FY2015	01-01-00-6330	\$21,735.40
March2015	CITY OF EDMOND (21508)	BASIC MONTHLY IT SERVICES	01-01-00-6373	\$1,106.86
NP43730702	FLEETCOR TECHNOLOGIES	BUILDING SERVICES	01-02-25-6118	\$157.26
NP43730702	FLEETCOR TECHNOLOGIES	COMMUNITY DEVELOPMENT	01-05-50-6118	\$0.00
022315-WEB	INTRINSIC CORPORATION	GIS 2ND QUARTER 2015 WEB HOSTING	01-05-50-6356	\$2,250.00
NP43730702	FLEETCOR TECHNOLOGIES	CODE COMPLIANCE	01-05-51-6118	\$43.41
24404	INSPIRATION LOGO'S	LOGO SETUP FEE GUTHRIE BADGE	01-07-70-6114	\$170.25
NP43730702	FLEETCOR TECHNOLOGIES	POLICE ADMINISTRATION	01-07-70-6118	\$2,387.83
NP43730702	FLEETCOR TECHNOLOGIES	STREET	01-12-00-6118	\$2,265.53
NP43730702	FLEETCOR TECHNOLOGIES	FLEET	01-14-00-6118	\$39.08
March2015	RURAL WATER DISTRICT	MONTHLY WATER SERVICES	01-15-11-6112	\$66.00
NP43730702	FLEETCOR TECHNOLOGIES	PARKS	01-15-11-6118	\$1,080.77
Jan / Feb2015	OKLA TAX COMMISSION(438)	Oklahoma Sales Tax for Liberty Lake	01-15-11-6300	\$0.17
Total GENERAL FUND				\$31,419.68
NP43730702	FLEETCOR TECHNOLOGIES	SUPPRESSION	09-09-90-6118	\$800.70
NP43730702	FLEETCOR TECHNOLOGIES	EMS	09-09-92-6118	\$2,043.95
March2015	INTERMEDIX (22025)	EMS BILLING	09-09-92-6373	\$5,959.72
NP43730702	FLEETCOR TECHNOLOGIES	FIRE ADMINISTRATION	09-09-96-6118	\$376.51
Total FIRE/EMS FUND				\$9,180.88
Feb2015 CM	WASTE CONNECTIONS, INC		20-00-00-5466	(\$250.00)
March 2015	USPS - UNITED STATES POSTAL	POSTAGE	20-21-00-6309	\$1,000.00
March2015	USPS - UNITED STATES POSTAL	POSTAGE	20-21-00-6309	\$2,000.00
1473856/1473957	WASTE CONNECTIONS, INC	Sanitation Service Agreement with Waste	20-21-00-6348	\$71,695.30
2026396	MYERS ENGINEERING	RESTORATION OF THE COTTONWOOD	20-21-00-6373	\$3,500.00
2035096	MAXINE PRUITT (1915)	MILEAGE FY 14-15	20-22-00-6047	\$178.28
NP43730702	FLEETCOR TECHNOLOGIES	WTP	20-23-00-6118	\$169.15
NP43730702	FLEETCOR TECHNOLOGIES	WWTP	20-24-00-6118	\$69.61
NP43730702	FLEETCOR TECHNOLOGIES	CONVENIENCE CENTER	20-26-00-6118	\$0.00
1473856/1473957	WASTE CONNECTIONS, INC	Sanitation Service Agreement with Waste	20-26-00-6375	\$2,712.20
NP43730702	FLEETCOR TECHNOLOGIES	LINE MAINTENANCE	20-27-00-6118	\$1,894.60
Total GPWA OPERATING FUND				\$82,969.14
2035262	FRONTIER COUNTRY	2015 FCMA MEMBERSHIP DUES	45-45-00-6367	\$325.00
1351-11890	OKLAHOMA TOURISM &	FULFILLMENT OF GUTHRIE	45-45-00-6367	\$229.59
Total HOTEL/MOTEL TAX FUND				\$554.59
March 15	OKLA WATER RESOURCES/	CMOM Project Semi-Annual Payment ORF-10 55-55-00-6714		\$87,240.58
March15	OKLA WATER RESOURCES/	CMOM Project Semi-Annual Payment ORF-10 55-55-00-6714		\$19,286.34
Total CMOM Fee				\$106,526.92
02-023622-018	UTILITY DEPOSIT REFUND		71-00-00-5555	\$32.13
07-074006-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$63.20
10-100960-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$41.84
13-130590-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$45.47
Total UTILITY DEPOSIT FUND				\$182.64
NP43730702	FLEETCOR TECHNOLOGIES	AIRPORT	98-98-00-6118	\$154.84
Total AIRPORT FUND				\$154.84
Total All Funds				\$230,988.69

City of Guthrie
A/P Claims List
from 2/26/2015 to 2/26/2015

Invoice #	Vendor	Description	Account	Cost
21515	BRANCH'S HEATING & AIR	CHANGED OUT A UNIT HEATER IN THE	01-01-00-6112	\$1,014.00
2035253	SHELLY CLEMONS	REIMBURSEMENT FOR MILEAGE	01-07-70-6343	\$28.00
		Total GENERAL FUND		\$1,042.00
1549503	SUNTRUST EQUIPMENT	2013 DODGE AMBULANCE QUARTLY	09-09-92-6709	\$8,292.06
		Total FIRE/EMS FUND		\$8,292.06
101338	SOUTHWEST CHEMICAL	CHEMICALS FOR TREATING WATER	20-23-00-6104	\$874.00
		Total GPWA OPERATING FUND		\$874.00
2035258	AMERICAN LEGION	Sponsorship of 2015 89er Celebration	45-45-00-6367	\$2,000.00
		Total HOTEL/MOTEL TAX FUND		\$2,000.00
MAR2015	COMMUNITY STATE BANK	FRONT END LOADER MONTHLY PAYMENT	54-56-12-6718	\$2,687.83
		Total CAPITAL PROJECTS		\$2,687.83
08-083120-018	UTILITY DEPOSIT REFUND		71-00-00-5555	\$38.37
12-120925-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$62.10
99-990810-005	UTILITY DEPOSIT REFUND		71-00-00-5555	\$29.59
		Total UTILITY DEPOSIT FUND		\$130.06
		Total All Funds		\$15,025.95