



63rd City Council

Mayor Steven J. Gentling

Ward I – John Wood, Ed Wood **Ward II** – Jeff Taylor, Brian Bothroyd

Ward III – Gaylord Z. Thomas, Sharyl Padgett

SPECIAL CITY COUNCIL MEETING WORKSHOP

Tuesday, July 7, 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 Excelsior Building.
4. Request for future items of discussion.
5. Adjournment.



63rd City Council
Mayor Steven J. Gentling
Ward I - John Wood, Ed Wood Ward II - Jeff Taylor, Brian Bothroyd
Ward III - Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

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

- 1. Call to Order.
2. Public Comments, Community Announcements and Recognitions.
a. Proclamation: Water's Worth It Month
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 June 16, 2015 1
4. Discussion and possible action on the Finance Committee recommendation to adjust the utility account located at 322 West Oklahoma for \$354.08 3
5. Discussion and possible action on the Finance Committee recommendation to adjust the utility account located at 1208 W. Noble Avenue for \$145.26 8
6. Discussion and possible action on the Finance Committee recommendation to deny the request for a utility adjustment at 315 East College Avenue 16
7. Adjournment.

CITY COUNCIL MEETING

63rd City Council
Tuesday, July 7, 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 Special City Council Meeting (Council Retreat) held on June 10, 2015 27

| | |
|--|----|
| B. Consider approval of minutes of the Special City Council Meeting (Finance Committee) held on June 10, 2015 | 32 |
| C. Consider approval of minutes of the City Council Workshop held on June 16, 2015 | 34 |
| D. Consider approval of minutes of the Regular City Council Meeting held on June 16, 2015..... | 35 |
| E. Consider approval of minutes of the Special City Council Meeting held on June 29, 2015 | 38 |
| F. Consider approval of minutes of the Special City Council Meeting held on June 30, 2015 | 39 |
| G. *Consider approval of Ground Hanger Lease Agreement with Ron and Toni Jewell, DBA R.K. Jewell Const. Inc., to lease Hangar Space No. 20B to build a 55'x50' hangar, with a leased space of 4408 square feet*..... | 40 |
| H. *Consider approval of Ground Hanger Lease Agreement with Ron and Toni Jewell, DBA R.K. Jewell Const. Inc., to lease Hangar Space No. 20C to build a 55'x50' hangar, with a leased space of 4408 square feet*..... | 55 |
| I. Consider approval of Amendment of Lease for Hangar Space No. 13 to add an additional 2000 square feet at the current lease rate of \$0.17 per square foot per year | 70 |
| J. Consider approval of Right of Way Agreement with the Cox Cable Company for a permanent easement and right of way to lay, maintain, operate, relay and remove electric line at the airport..... | 73 |
| K. Consider approval to declare surplus property that has reached its useful life, become obsolete and/or is not functioning as surplus property and allow the Purchasing Agent to dispose of said property in a way that is most beneficial to the City of Guthrie | 79 |
| 3. Discussion and possible action to appoint one member to the Guthrie Convention and Visitor Board..... | 81 |
| 4. City Manager's Report | |
| 5. Requests/comments from members of the City Council | |
| 6. 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 (Interim City Manager). | |
| B. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Manager). | |
| 7. Consider action regarding Interim City Manager. | |
| 8. Consider action regarding City Manager. | |
| 9. Adjournment. | |

* Agenda amended and reposted July 6, 2015 at 3:30pm with changes to items G and H.

MINUTES
GUTHRIE PUBLIC WORKS AUTHORITY MEETING
June 16, 2015

The regular meeting of the Guthrie Public Works Authority was posted on Friday, June 12, 2015, before 5:00 p.m. and held Tuesday, June 16, 2015, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Trustee Jeff Taylor.

Invocation was given by Mr. Heath Shelton.

Chairman Steven J. Gentling called the meeting to order at 7:01 p.m.

| | | | |
|------------------|--------------------|-------------------|----------------|
| Members Present: | Steven J. Gentling | Gaylord Z. Thomas | Jeff Taylor |
| | Sharyl Padgett | Ed Wood | Brian Bothroyd |

Members Absent: John Wood

| | | | |
|----------------|---------------|---------------|---------------|
| Staff Present: | Larry Pannell | Kim Biggs | Randel Shadid |
| | Jim Ahlgren | Maxine Pruitt | Cody Mosley |
| | Eric Harlow | Justin Heid | Aaron Ryburn |

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

Public Comments, Community Announcements and Recognition. None.

Consent Agenda. Motion by Trustee Padgett, 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 on June 2, 2015.

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

Aye: Gentling, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Chairman Gentling declared the motion carried unanimously.

Ordinance No. 3271. Motion by Trustee Thomas, seconded by Trustee Bothroyd, moved approval to adopt Ordinance No. 3271, reflecting changes to the Guthrie City Manager Option Plan and Joinder Agreement. Trustees entered their votes and the votes were displayed with the following results:

Aye: Gentling, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Chairman Gentling declared the motion carried unanimously.

Adjournment. There being no business for the Guthrie Public Works Authority Trustees, Chairman Gentling declared the meeting adjourned at 7:03 p.m.

Kim Biggs, Secretary

Steven J. Gentling, Chairman



Agenda Item Cover Letter

| | | |
|--|------------------------|------------------------|
| Meeting | Date of Meeting | Contact |
| <input type="checkbox"/> City Council | July 7, 2015 | Kim Biggs, |
| <input checked="" type="checkbox"/> GPWA | | City Clerk / Treasurer |
| <input type="checkbox"/> Other: _____ | | |

Agenda Item

Discussion and possible action on the Finance Committee recommendation to adjust the utility account located at 322 West Oklahoma for \$354.08.

Summary

The Finance Committee met June 10th and unanimously approved recommending to City Council to adjust \$354.08 from the account and the installation of a new water meter leaving a balance of \$257.35 to be paid by the account holder based on the information provided.

On 3/12/14 PMI changed out the meter at the above address with a new digital meter. The water usage history at the above address before and after meter-change out is as follows:

| | | |
|-------------------------|-------------------------------|--------------------------|
| 2013: 1/18 9,000 | 2014: 1/17 5,000 | 2015: 1/18 18,320 |
| 2/18 6,000 | 2/22 6,000 | 2/15 15,990 |
| | 3/13 NEW METER SET | 3/15 33,020 |
| 3/19 4,000 | 3/28 5,722 | 4/15 56,400 |
| 4/18 3,000 | 4/22 5,862 | 5/16 12,030 |
| 5/17 7,000 | 5/27 12,311 | |
| 6/25 7,000 (E) | 6/25 12,162 | |
| 7/25 2,000 | 7/21 21,254 | |
| 8/16 3,000 | 8/22 18,023 | |
| 9/20 9,000 | 9/19 28,245 | |
| 10/15 6,000 | 10/19 3,734 | |
| 11/17 6,000 | 11/17 2,926 | |
| 12/15 4,000 | 12/15 10,510 | |
| | 12/31 RED TAG SENT OUT | |

On 12/31/14 a RED TAG was sent out due to a continual consumption of water usage.

There was correspondence between Mr. Khan and our department after he was aware of the problem, however not all conversations were noted.

Mr. Khan made contact with our office after receiving the RED TAG. He said he checked and could not find anything. We suggested he check his toilets, hot water heater, ice machine, any connection that he had access to. We called our Meter Technician to see if he could go by and take a look at the meter. He confirmed the leak indicator on the meter was positive and water was moving somewhere because the numbers on the meter dial were moving, this was during the day when this establishment was closed. We relayed this information to Mr. Khan. Mr. Khan stated he had hired a plumber and the plumber did not find any leaks inside Mr. Khan's establishment yet still the meter indicated otherwise. After conversations with Mr. Khan regarding all the places he could look, we sent our meter technician back to this address and asked him to take a brand new meter and set it.

IF the leak indicator came on and all indications were there was in fact a leak, he was to put the original meter back in, if not, leave the new meter and we would send the 'old' meter off to be checked by the manufacturer. A new meter was installed and immediately registered water usage. The older meter was re-installed because the new meter also indicated a leak was present. This occurred between January and February of this year (2015). This information was relayed back to Mr. Khan. He disbelieved there was a leak however he said he was going to start turning the meter off in between when he was opened for business and not.

Per our meter technician, he's been to Mr. Khan's a total of at least five times. Twice was mentioned earlier, and he took it upon himself to go by periodically and check the meter. One occasion he checked and the meter was off, since Mr. Khan was there he asked him if he knew it was off. Mr. Khan replied, 'yes, I turned it off because my bill keeps going up.' The second time he stopped again it was on and the leak indicator was positive. Mr. Khan was there and began talking to the Meter Tech saying that he's had plumbers out, they can't find anything and that he thinks maybe his neighbor is using his water. He then asked our Meter Tech if he wanted to come inside and see for himself. Mr. House went inside and looked at the faucets and the toilets and said that they did not appear to be leaking. The last time was end of April (before the May 15th bill came out), he stopped by and the meter was on but this time there was no leak indicator.

I've attached a printout from the Sensus Flexnet/RNI system to give you a visual aid of the above water usages, this particular system only holds sixty days of information, the earliest date on this report is 4/5/15. Please note the water usage as it has reflected on Mr. Khan's most recent bills and the time-line in which it appears to read 'normally', beginning 4/20/15. This data alone shows the variations for which the new digital meters are programmed and designed to report. Whatever has been going on with Mr. Khan's continued monthly escalated water consumptions has been resolved based on this data.

In conclusion, the research and data accumulated for this meter indicates there was a leak/increased water usage during a period of time which has since been remedied, by whom or what method has not been revealed to us. The meter is working as it should and recording data as designed. I don't see any indicators that would reflect otherwise.

| | | | |
|-------------------------|---|--------------------------------------|---|
| 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

- Letter from Citizen, Fazal Khan
 - *Copy of OGE Bill provided by customer*
- FlexNet Report
- Current Bill

Recommendation

Finance Committee recommends approval of a \$354.08 adjustment to account located at 322 West Oklahoma.

Action Needed Public Hearing Motion Emergency Clause

May 23, 2015

Finance Committee
City of Guthrie

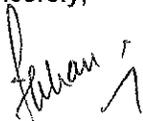
RE: EXCESSIVE WATER BILLING FOR ACCOUNT # 13-132114-005

We would like to draw your attention to several cases of excessive water billing over the months at Halftime B & G, located at 322 W. Oklahoma Ave, Guthrie, one in particular from April '15. Ever since the new water meters were installed, our bill has continuously gone up every month, despite the fact that our days of operation has gone down from **5 days/week (20 days/month) to 2 days/week (8 nights/month)**, as in, from **52 hours/week**, down to **14 hours/week**. Records dating back to 2009 (before the intallation of new water meters) indicate that our water bill actually reflected what we used. Our average bill never exceeded **\$170/month**, with water usage averaged less than **6500 gals/month**. Our latest bill (April '15) for **\$604.08** indicates that we have used **56400 gals** of water in **ONE** month. Let's do some math...that's **14,100** flushes. Let's say someone pees **5** times a night, that would mean that we would have to have atleast **2,820** customers, flushing that much **8** nights a month! Another equation to be considered; a **20'x40'x8'** swimming pool takes **47,900** gallons of water to fill up, far less than what we have been billed, and we don't have a swimming pool. Also, we don't have a kitchen, no ice machine or any other cooking facility that would use any water. We have not consumed that much water and definitely **DO NOT** have any leaks of that magnitude. Attached is an OG&E bill that reflects our power usage during our hours of operation and shows that water bill is higher than electric. Researchers suggest that usage of electric is always higher than water.

You are requested to look into this matter of serious concern and provide us with relief. As a small business, we strive to stay within a budget so as to operate, and do not have the ability to pay excessive bills. We believe there are problems with these new water meters ever since they were installed. If these problems persist, we would be forced towards a closure of business.

We look forward to hearing from you and hoping for a quick resolution.

Sincerely,



Fazal Khan
Halftime Breakfast & Grill Inc.
322 W. Oklahoma Ave.
Guthrie OK

| CUSTOMER NAME HALFTIME BREAKFAST AND GRILL, INC | | | | SERVICE ADDRESS 326 W OKLAHOMA AVE | | | |
|---|------------|---------------|---------|--|----------------|----------------|--|
| BILLING PERIOD | | METER READING | | METER CONSTANT | KILOWATT HOURS | ACCOUNT NUMBER | |
| FROM | TO | PREVIOUS | PRESENT | | | | |
| 04/02/2015 | 04/30/2015 | 08363 | 08463 | 40 | 4000 | 128446839-2 | |

LAST PAYMENT CREDITED \$575.00 ON 04/09/2015.

PREVIOUS BALANCE

461.86 MARCH '15
6.93

LATE PAYMENT CHARGE ON PAST DUE AMOUNT

POWER AND LIGHT SECONDARY RATE

CUSTOMER CHARGE

77.25

ENERGY CHARGE

61.56

DEMAND CHARGE - SEE BELOW **

147.20

COGENERATION CREDIT

4.91CR

FUEL ADJ AMT @ \$.032635/KWH

130.54

CHARGE FOR ELECTRIC SERVICE

411.64

FRANCHISE FEE

12.35

SALES TAX

34.98

CURRENT BILL

458.97 APRIL '15
3.92CR

INTEREST ON DEPOSIT

TOTAL AMOUNT DUE

923.84

A LATE PAYMENT CHARGE OF \$13.86 (1.5%) WILL BE ADDED
IF PAYMENT IS NOT RECEIVED BY 05/22/2015.

**ACTUAL DEMAND 23 POWER FACTOR 92% BILLING DEMAND 23

YOUR NEXT BILLING CYCLE WILL BEGIN 06/01/2015.

TO PAY BY PHONE FROM YOUR CHECKING OR SAVINGS ACCOUNT, OR TO PAY BY CREDIT
CARD CALL U. S. PAYMENTS AT 877-306-9274. PROCESSING FEES WILL APPLY.

YOUR ACTIVATION CODE FOR ONLINE BILLING REGISTRATION IS 3314449. TO ACTIVATE YOUR
ACCOUNT GO TO WWW.OGE.COM.

OKLAHOMA CORPORATION COMMISSION CONSUMER SERVICES DIVISION (605) 521-2331 OR TOLL FREE AT 800-552-8784

City of Guthrie - (405) 282-0492
P.O. Box 908
101 N. 2nd
Guthrie, OK 73044

REPRINT

56227

Halftime Breakfast & Grill Inc
322 W Oklahoma Ave
Fazal Khan
Guthrie OK 73044

| Account | Service Location | Previous Balance | Payments |
|---------------|--------------------|------------------|----------|
| 13-132114-005 | 320 W Oklahoma Ave | \$1,004.23 | \$645.15 |
| Bill From | Bill To | | |
| 4/28/2015 | 5/15/2015 | | |

| Service | Charge | Read Date | Current Reading | Type | Usage |
|---------|---------|-----------|-----------------|------|-------|
| watr | \$82.35 | 5/16/2015 | 253509 | A | 12030 |
| CMOM | \$8.00 | | | | |
| sewr | \$65.04 | | | | |
| trsh | \$80.21 | | | | |
| user | \$4.25 | | | | |
| WTP | \$7.50 | | | | |

| | | | | | |
|-----------------|-----------------|------------------------|-----------------|------------------|------------------|
| Charges: | \$247.35 | Total Due: | \$606.43 | Due Date: | 6/15/2015 |
| | | After Due Date: | \$611.43 | | |



Agenda Item Cover Letter

| | | |
|---|--|--|
| Meeting ____ City Council X GPWA ____ Other: _____ | Date of Meeting July 7, 2015 | Contact Kim Biggs, City Clerk / Treasurer |
|---|--|--|

Agenda Item

Discussion and possible action on the Finance Committee recommendation to adjust the utility account located at 1208 W. Noble Avenue for \$145.26.

Summary

The Finance Committee met June 10th and unanimously approved recommending to City Council to adjust 3 months of an average bill or \$145.26 from the account leaving 4 months or \$193.67 to be paid by the account holder based on the information provided.

On May 7th, Mr. Joshua Hutton called wanting to know why his water had been turned off. Upon checking the address in question, we advised Mr. Hutton that we did not show any active service and because there was water usage we had the meter locked. He stated that he thought his landlords paid the bill (Mull Properties, LLC). The billing system did not reflect that information and we advised what would be required to start new service. Mr. Hutton came in on May 8th, filled out an application and paid the required utility deposit (\$125) and service fee (\$25) the same day. It was discovered he had been living there since October 16, 2014 per his rental lease agreement.

Mr. Hutton was advised he would be responsible for the water usage for as long as he's lived there. He did not agree. He felt that since the City of Guthrie did not notice it before now, it was our problem and he should not have to pay for our mistake. He was advised that per the City of Guthrie Utility Policy we are allowed to back-bill a customer for services rendered. It was also brought to his attention per his very own lease agreement that the tenant was responsible for the utilities. (Residential Lease Agreement, Item No. 9)

We notified Mull Properties about the statement made by their tenant (landlord paying for utility service) they were very surprised to hear he did not come in to start service and said that every tenant is told that they are responsible for initiating and maintaining their utilities, failure to do so is a violation of their agreement. The landlord provided a copy of his lease.

Mr. Hutton was back billed the amount of water used from October 16, 2014 through the current billing date of May 16, 2015.

On 10/16/14 the meter reading was 13,526; the current read on 5/16/15 was 27,309 which equals a total consumption of 13,783 gallons. Mr. Hutton was also back-billed for the Non-Metered services as well; sewer, trash, WTP, user and CMOM fees making his bill a total of \$338.93. This amount divided by seven (7) billing months equals \$48.42 per month.

| | | |
|--------------|-----------------------|----------------|
| WATER | 13,783 gallons | \$95.49 |
|--------------|-----------------------|----------------|

| | | | |
|--------------|---------------------------|-----------------------|--|
| SEWER | based on water use | \$10.32 | <i>Incorrect</i> , should have been \$39.45 (-29.13 credit) The amount charged was the fixed 'averaged' sewer rate from the 'Vacant' account usage in the previous year. |
| CMOM | Flat fee \$8.00 | \$56.53 | |
| TRASH | Flat fee \$13.24 | \$93.56 | |
| USER | Flat fee \$4.25 | \$30.03 | |
| WTP | Flat fee \$7.50 | <u>\$53.00</u> | |
| | | \$338.93 | |

When a situation like this happens we take the water usage and divide by the amount of billing months involved. In this case, there are seven (7) months because had Mr. Hutton came in and started service when he first moved in then his first bill would not have been generated and due until December 15th, 2014.

Current billed usage: $13,783 / 7 = 1,969$ gallons
Since this amount is under the 2,000 gallon minimum charge, the monthly water charge would have been \$13.27 each month:
 $\$13.27 \times 7 = \92.89
 Current water charge due: \$95.49
 $\$95.49 - \$92.89 = \$2.60$

The difference between what the customer would have been charged had he started service upon move-in and what the current charge due is then adjusted off the account, in this case it would be \$2.60.

The current billed amount already reflects a \$29.13 credit for sewer charges.

| | | | |
|-------------------------|---|--------------------------------------|---|
| 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**
- Letter from Citizen, Joshua Hutton
 - Copy of Tenant's Lease
 - Current Bill

Recommendation
 Finance Committee recommends approval of a \$145.26 adjustment to account located at 1208 W. Noble Avenue.

Action Needed Public Hearing Motion Emergency Clause

Josh Hutton
Acct. Number: 05-051695-014
1208 W. Noble Ave
Guthrie, OK 73044

Finance Committee, City of Guthrie:

First and foremost, I'd like to thank you all for taking the time to review my appeal. In this letter, I've broken my appeal into three short sections: background, present dilemma, and proposed solution. If any further clarification is required on my part, I will be in attendance at the committee meeting on May 28.

Background

My girlfriend and I moved to the to the 1208 W. Noble property on October 15, 2014. We signed a lease with Mull Properties LLC. And while our leasing agent, Mary Bland, was present in the house we asked for a second time what utilities would need to be turned on (we'd asked initially before moving in and were only told electric and internet/cable). At this time she informed us we would need to turn on gas in addition to the previously mentioned utilities. No mention was made of water at either time. Beginning on day one of our lease we had water on the property. Everything worked properly until a little over one month into our lease. On November 22, 2014 we experienced problems with our shower. A pipe burst and water was running contiguously from both the pipe and showerhead. We were unable to reach our landlord at her emergency number, so we called the City of Guthrie. Someone from Public Works came out promptly and turned off our water. During our conversations with the City of Guthrie, we were not informed that our property was under vacant status and no account existed.

Present Dilemma

On May 7, 2015, nearly eight months after signing our lease, my girlfriend called me to let me know the water was not working at the house. I immediately called the City of Guthrie and asked if they were working on something in our area. I was then told that our water had been shut off because the property was deemed vacant, and they had discovered activity. I told the customer service representative that I'd been living there since October and believed my landlord to be the account holder this whole time. She said not only would I need to pay the deposit, but I would also be back-billed for my eight months of service. We went without water that night because we both work in Oklahoma City, but I paid my deposit just after 8:00 a.m. the next morning, Friday, May 8.

At the utility's office that morning, I discovered the 1208 W. Noble property had been deemed vacant since August. And if activity had been detected between that time and May, nothing had been done to the water meter, nor any notification sent out. I was

told at this time I could set up a payment plan, and I could also present an appeal before the finance committee.

Later that day, I called the City of Oklahoma City's water utility and spoke with them. I was looking for context about how vacant properties were monitored, if someone could be back-billed for months of overlooked services. Debbie Reagan, a public relations officer, looked into the situation for me. She said once a property becomes vacant, it enters "cut status," where the water meters are pulled and a new tenant cannot initiate service without calling the utility. She said they oversee meter activity every day and it would be "next to impossible" for any account to be back-billed based on vacancy.

After speaking with Ms. Reagan, I called Kimm Biggs, Guthrie city clerk and treasurer. I explained the situation to her. She told me they did an audit on all their properties once a month, and that she'd send me a preliminary bill, so I could present before the finance committee on May 28. The amount was for \$369.08.

Proposed Solution

I recognize that water is my responsibility in my written lease. And I accept fault. I unfortunately followed what my leasing agent relayed to me verbally, and when I had running water on day one, it only confirmed my thinking that the landlord was taking care of it. My actions demonstrate no intention of deceit, specifically contacting the city on November 22 to shut off my water and immediately paying my deposit when I realized it was my responsibility.

While I'm at fault, I believe I'm not the only one. Although I should have looked into my water utility deeper and initiated service, I believe the City of Guthrie should have noticed the oversight much sooner. I understand that under city code, you're able to back-bill up to 12 months, but if the code protects the utility and the lease protects the landlord, who protects the consumer when administrative oversight occurs?

So therefore, I propose a compromise: instead of being back-billed for eight months, I should be back billed for three. 90 days is more than enough time to detect activity on a vacant account and shut off the water or notify the user.

Paying the full \$369.08, even in installments, hurts my monthly cash flow and my small family of two. I ask that you put moral bookkeeping before your financial stewardship and settle the issue fairly.

RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this 16th day of October, 2014, between Mull Properties, L.L.C. (the "Landlord") and Joshua Hutton, Rachel Dunn (the "Tenant"). The Landlord, in consideration of the provisions of this residential lease (the "Lease") hereby leases to Tenant, and the Tenant leases from the Landlord, the residential unit located at 1208 N Noble, Guthrie, Oklahoma, 73044 (the "Premises").

- 1. Term. This Lease shall commence on the 16th day of October, 2014 and end on the 30th day of September, 2015 (the "Initial Term"). The Tenant acknowledges that he/she must give a thirty (30) day written notice to the Landlord prior to the end of the Initial Term above or the Lease shall automatically be renewed on a month-to-month basis (the "Extension Term"). The Tenant must give a thirty (30) day written notice to the Landlord prior to the end of the Extension Term to terminate the Lease.
2. Rent. Tenant shall pay rent of \$ 650.00 per month, payable in advance and without demand, on or before the first day of the month at the Landlord's office, as adjusted from time to time pursuant to paragraph 21, (the "Rent"). Upon the execution of this Lease, payment of security deposit and first month's rent are due.
3. Rent Discount. Time is of the essence in this Lease. If Tenant is current on all obligations to Landlord and is not in Default as defined in paragraph 20 in this Lease then the Tenant may take a \$ 25 rent discount from the Rent so long as the payment is received in the Landlord's office on or before the 1st of the month for which Rent is due. If the 1st of the month falls on a Saturday, Sunday or a Holiday, the discount may still be taken if the payment is received by 5:00 pm on the next day Landlord's office is open for business. At the beginning of the Initial Term of this Lease the discounted Rent is: \$ 625.00
4. Late Fee and Returned Check Fee. If monthly Rent is not paid by the close of business hours on the fifth (5th) day of the month, then Tenant agrees to pay rent in addition to a late fee of 10% of the monthly Rent. In the event of a returned check Tenant agrees to pay a returned check fee of 10% of the amount of any returned check, and Tenant loses the rent discount for that month and must pay the full Rent for that month.
5. Occupancy and Use of Premises. The Premises shall be used for residential purposes and shall be occupied only by the Tenant(s) and the persons named hereto: Same as above. Occupancy by any person not listed in this paragraph or not listed as a Tenant will be sufficient grounds for Landlord to terminate the Lease. The Premises shall be used so as to comply with state, county and municipal laws and ordinances. Tenant shall not use Premises or permit the use of the Premises for any disorderly or unlawful purpose or in any manner so as to interfere with other Tenants' quiet enjoyment of their unit. Violation of this Lease by Tenant's guests or above occupants shall be considered a violation by Tenant. Notice by Landlord to Tenant constitutes notice to all guests and occupants. Permission granted to enter the unit for service from any guest or occupant, shall be deemed to be permission from the Tenant.
6. Sublease or Assignment. Tenant shall not assign or sublet the Premises, or any part thereof, without prior written consent of Landlord, which consent may be withheld in the Landlord's sole and absolute discretion.
7. Security Deposit. The security deposit set forth in this lease shall be \$650.00. This is a security deposit only and at no time will the security deposit be applied to any portion of the rental payments, late fees or penalties. A cleaning fee of \$100.00 may be deducted from Tenant's security deposit. Should Premises require excessive cleaning other than for normal wear and tear, additional fees may be deducted. Any refundable portion of the security deposit will be mailed within thirty (30) days from the date the Premises is vacated. To insure the return of the remaining deposit at the end of the lease term, Tenant must comply with all provisions of the Lease, including but not limited to:
a. The Lease has, at a minimum, reached the end of the Initial Term;
b. Tenant has complied with the 30 day notice requirement in paragraph 1;
c. Tenant must not be in Default under paragraph 20 of the Lease;
d. All monies due to the Landlord from the Tenant have been paid;
e. Residence is not damaged and is left in its original condition, normal wear and tear excepted;
f. Tenant may not apply the security deposit to any of the Rent, late fees or penalties.
8. Pets. Dogs and cats are allowed upon payment of a pet fee of \$300.00 per pet. If any pet is brought upon the Premises by Tenant, by the named occupants or by Tenant's guests, without having first paid the proper pet fee(s), it shall be a violation of this Lease, and Landlord shall have the right to terminate this Lease, as hereinafter provided.
9. Utilities. Tenant is required to initiate in Tenant's name and maintain the following utilities: electricity, natural gas (if applicable), water, sewer and garbage services (the "Utilities"), including paying any required deposits. It shall be a violation of this Lease for the Tenant to allow the Utilities to be disconnected by any means, including non-payment of bill, until the later of the end of the Initial Term, the end of the Extension Term, or the end of the holdover period (if applicable).
10. Liability. Except for gross negligence of the Landlord, the Landlord will not be liable to Tenant or Tenant's guests or occupants for any damages or losses to person or property caused by the negligence, omissions or acts of other persons, including the acts of theft, burglary, assault, vandalism, or other crimes. Landlord will not be liable to Tenant or Tenant's guests or occupants for personal injury or for damage to or loss of their personal property, i.e., furniture, jewelry, clothing, etc. from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other occurrences. Landlord strongly recommends that the Tenant secure insurance to protect against all of the above occurrences. Tenant agrees that existing locks and latches are safe and acceptable. Tenant acknowledges the presence of working smoke detector(s) on the Premises, which are to be used at Tenant's risk. Landlord does not warrant these detector(s) to operate correctly (Tenant must maintain them).
11. Eviction. If the Tenant is in Default pursuant to paragraph 20, then the Landlord shall automatically and immediately have the right to initiate eviction proceedings by filing for Forcible Entry and Detainer and have Tenant, his/her occupants and possessions

Landlord's Initials: MB

Tenant's Initials: JH RD

evicted from the Premises, and if Landlord prevails in a suit for eviction, unpaid rental charges, utility charges or damages, the Tenant shall be liable for costs and reasonable attorney's fees.

12. **Credit Application.** Landlord having received and reviewed a credit application filled out by Tenant, and Landlord having relied upon the representations and statements made therein as being true and correct has agreed to enter into this Lease with Tenant. Tenant and Landlord agree that the credit application the Tenant filled out when making application to rent said residence is hereby incorporated by reference and made a part of this Lease. Tenant further agrees if he/she has falsified any statement on said application, Landlord has the right to terminate the Lease immediately, and further agrees, in event that Landlord exercises its option to terminate the Lease, Tenant will remove him or herself, his/her occupants, and possessions from the Premises with 24 hours of notification from Landlord of the termination of this Lease. Tenant further agrees to indemnify Landlord for any damages to property of Landlord including, but not limited to, the cost of making residence suitable for renting to another Tenant, and waives any right of "set off" for the security deposit and prepaid rent which money shall be forfeited as liquidated damages.
13. **Notices.** Any notice required by this Lease shall be in writing and shall be delivered personally or mailed by U.S. mail, postage prepaid. Landlord and Tenant agree that their notice addresses, until changed in writing to the other party, are as follows:
a. The notice address of the Landlord is: 7201 N Classen Blvd Suite 100, Okla. City, OK 73116
b. The notice address of the Tenant is the address of the Premises, listed above.
14. **Maintenance and Repairs.** The Landlord will make necessary repairs with reasonable promptness after receipt of written notice from Tenant. Tenant shall maintain the Premises in a safe, clean, and sanitary condition. Tenant shall be liable for costs on repairs that are due to tenant's negligence. Tenant may not remodel or paint or structurally change, nor remove any fixture therefrom without written permission from Landlord.
15. **SPECIAL PROVISIONS.**

16. **Exterminating.** After the first ten (10) days of occupancy, all exterminating will be the responsibility of the Tenant.
17. **Applicability.** The Lease will be interpreted under provisions of the Oklahoma Residential Landlord and Tenant Act, Title 41 Oklahoma Statutes § 107-136, (the "Act"), and Landlord retains all rights under the Act. Should any portions of this Lease be in conflict with or prohibited by state law, municipal ordinance or judicial interpretation thereof, it is agreed that, notwithstanding the conflicting or prohibited portion of the Lease, that this Lease shall not be invalidated in its entirety and that this Lease will nevertheless be subject to submission to those laws, however, those portions of the Lease not invalidated by those applicable laws or judicial interpretation will remain in full force and effect.
18. **Abandonment.** If Tenant removes or attempts to remove the Tenant's personal property from the Premises other than in the usual course of continuing occupancy, without having first paid the Landlord all monies due throughout the Initial Term and Extension Term (if applicable), Tenant may be considered to have abandoned the Premises, and the Landlord shall have the right to store or dispose of any of the Tenant's personal property remaining on the Premises. Similarly, the Landlord shall also have the right to store or dispose of any of the Tenant's property remaining on the Premises after the termination of this Lease. Any such personal property shall then be considered Landlord's property and the title thereto shall vest in the Landlord subject to the applicable provisions of the Act.
19. **Rules and Regulations:**
a. Tenant shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.
b. Tenant is prohibited from adding locks to, or changing, or in any way altering locks installed on all doors. All keys must be returned to Landlord of the Premises upon termination of the occupancy.
c. Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.
d. No satellite dishes, radio or television aerials shall be placed or erected on the roof or exterior.
e. Non-operative vehicles are not permitted on Premises. Any such non-operative vehicle may be removed by Landlord at the expense of Tenant owning same, for storage or public sale, at Landlord's option, and Tenant owning same shall have no right of recourse against Landlord therefor.
f. No parking on the lawn.
g. No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase fire insurance rate with respect to the Premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Storage in all such areas shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage.
h. No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.
i. Tenant shall be responsible and liable for the conduct of his/her occupants and guests. Acts of occupants or guests in violation of this agreement or in violation of Landlord's rules and regulations are deemed to be violations by Tenant. No guest may stay longer than 10 days without permission of Landlord: otherwise a \$10 per day guest charge will be due Landlord.
j. All radios, television sets, stereos, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.
k. Tenant shall maintain the lawn and shrubbery of the Premises.
l. Landlord reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Landlord shall, in its judgment, determine to be necessary for the safety, care, and cleanliness of the Premises, for the preservation of good order or for the comfort or benefit of Tenants generally.

Landlord's Initials: MB

2

Tenant's Initials: JH
RD

20. **Default by Tenant.** A default under this Lease ("Default") is defined as any one of the following:
- Tenant fails to pay Rent, penalties, fees or other lawful charges when due,
 - Tenant fails to reimburse Landlord for damages or repairs necessitated by Tenant's negligence,
 - Tenant, guests or other occupants violate a provision of this Lease,
 - Tenant, guests or other occupants violate applicable state or municipal laws, or
 - Tenant abandons the Premises.

In the event of Default by the Tenant, the Landlord may terminate Tenant's right to occupancy by giving Tenant a notice as required by Sections 131 and 132 of the Act which require a five day notice for non-payment of Rent, a fifteen day notice for violations of Tenant's duties under §127 of the Act or for "material noncompliance" of the Lease, and in some cases (such as allowing the Premises to be unheated in freezing conditions such that pipes might freeze; or allowing or causing a condition to exist which significantly raises the risk of damage by fire) a shorter notice period. Any notice to the Tenant contemplated by this paragraph may be given by mail or by personal delivery to the Premises. Such termination does not release Tenant from acceleration of rental due through the remainder of the Initial Term. In addition to terminating Tenant's right to occupancy, Landlord may initiate eviction proceedings as provided for in paragraph 11, and Landlord also reserves all the remedies available to the Landlord under the Act. THIS AGREEMENT SHALL EXPRESSLY ALLOW THE LANDLORD TO REPORT ANY UNPAID RENTAL, UNPAID PENALTIES & FEES AND UNPAID DAMAGES TO A CREDIT BUREAU FOR PERMANENT RECORDING IN TENANT'S CREDIT FILE.

21. **Rent Escalation.** Landlord may, to the extent permitted by applicable law, increase the Rent due hereunder upon thirty (30) days prior written notice to Tenant in the event of increase in utilities, taxes, insurance premiums, maintenance costs, or other operating expenses, limited to a 10% increase during the Initial Term, and thereafter limited to 10% per year.
22. **Holding Over.** If Tenant holds over and fails to vacate on or after the termination date of this Lease, Tenant shall be liable to pay rents for the holdover period and agrees to indemnify Landlord and/or prospective Tenants for damages (including lost rentals, lodging expenses, and attorney's fee). However rents shall be immediately due on a daily basis without notice or demand. Tenant will be subject to a rental charge equal to two times the Rent currently in effect, as calculated on a daily basis.
23. **Copies.** If this Lease is executed in multiple copies, one for the Tenant and one or more for Landlord, then each will be deemed an original. When a Move-In Inventory and Condition Form is completed when Tenant moves in, both Tenant and Landlord should retain a copy.
24. **No Smoking.** Mull Properties adheres to a NO SMOKING Policy. Smoking is not allowed in any property.
25. **Entire Agreement.** This written Lease constitutes the entire agreement of the parties. The Tenant agrees that there are no representations, understandings, stipulations, agreements or promises pertaining to this Lease or to the Premises which are not incorporated herein. This Lease will not be altered, waived, or amended except by a written agreement signed by both the Landlord and the Tenant.

THIS IS A BINDING LEGAL DOCUMENT, PLEASE READ CAREFULLY BEFORE

SIGNING. EXECUTED this 11th day of October, 2014.

Tenant's Signature:

[Handwritten Signature]
[Handwritten Signature]

Landlord:

Mary Bland

OFFICE ADDRESS:
 7201 N. Classen Blvd., Suite 100
 Oklahoma City, OK 73116
 (405) 842-3021

Security Deposit Paid _____ Date: _____

Pro-rated \$312

Questions/General Maintenance, please call 842-3021 Mon-Fri 9am-5pm (Emergencies, same number 24/7).

City of Guthrie - (405) 282-0492
P.O. Box 908
101 N. 2nd
Guthrie, OK 73044

REPRINT

02922

Joshua Hutton
1208 W Noble Ave

Guthrie OK 73044

| Account | Service Location | Previous Balance | Payments |
|---------------|------------------|------------------|----------|
| 05-051695-014 | 1208 W Noble Ave | \$0.00 | \$0.00 |
| Bill From | Bill To | | |
| 4/28/2015 | 5/15/2015 | | |

| Service | Charge | Read Date | Current Reading | Type | Usage |
|---------|---------|-----------|-----------------|------|-------|
| watr | \$95.49 | 5/16/2015 | 27309 | A | 13783 |
| CMOM | \$56.53 | | | | |
| sewr | \$10.32 | | | | |
| trsh | \$93.56 | | | | |
| user | \$30.03 | | | | |
| WTP | \$53.00 | | | | |

| | | | | | |
|-----------------|-----------------|------------------------|-----------------|------------------|------------------|
| Charges: | \$338.93 | Total Due: | \$338.93 | Due Date: | 6/15/2015 |
| | | After Due Date: | \$343.93 | | |

Supporting documents attached

- Letter from Citizen, Traci Martin, Attachment 1
- Invoice to Tommy Todd/Traci Martin, Attachment 2
- Work Order No. 19006LM, Attachment 3
- Ordinance No. 3169, Attachment 4
- Sewer Line Replacement Permit, Attachment 5
- Inspector Jim Hanke's Email, Attachment 6

Recommendation

Finance Committee recommends to deny request for utility adjustment located at 315 East College Avenue.

Action Needed Public Hearing Motion Emergency Clause

To Whom it may concern:

As the owner of the property located @ 315 E College, I am requesting a review of the repair bill that has been added to Tommy Todd's water bill.

I contacted the city of Guthrie regarding a crushed sewer line that runs from my house, under College St to the sewer main in the alley across the street. I was informed that the property owner was responsible for either hiring a plumber to fix it or to do the work myself & have the city inspect the work. I asked about assistance & was told even though I was in the process of getting Disability, I was not old enough ^{to receive assistance} & since Tommy was not on the deed they could not use his income (SS). So everyone I talked to wanted to deal with & put responsibility on the property owner. I don't feel it's right to add ~~it to~~ a repair bill to someone's bill that does not include the property owners name.

I'm not sure who all, or what all the \$508³¹ is supposed to cover, but there was only two men working on the line & it took them maybe 15-20 minutes. There were three other guys there but they were all standing around watching & talking. That seems to be pretty high for what work was done.

Thank you for your time in this matter + your
consideration.

Dee Dee Martin



INVOICE – Second Notice

January 12, 2015

Bill To: Tommy Todd / Traci Martin
315 E College Ave
Guthrie, OK 73044

Bill From: City of Guthrie
PO Box 908
Guthrie, OK 73044

Details: Homeowner Responsibility – City of Guthrie had to repair a 1” service line that was cut by the homeowner trying to replace a sewer line.

| | |
|----------------------------|----------|
| Line Maintenance Labor | \$314.91 |
| Line Maintenance Equipment | \$120.00 |
| Line Maintenance Material | \$ 73.40 |
| <hr/> | |
| Total | \$508.31 |

Please mail your payment to: City of Guthrie
Attn: Finance Dept.
PO Box 908
Guthrie, OK 73044

Please make payment in full within 30 days of this invoice. If this balance is not paid in full by February 12, 2015 it will be moved to your utility account.

Please contact Jessie Bryan at 405-282-0053 with any questions or concerns.

Work Orders

Department – Line Maintenance

Work Order Number 19006LM

Issue

Activity Water Line Repair/Rplc

Address Number 315

Route E. College Avenue

Assigned To

Details HOMEOWNER

RESPONSIBILITY - city had to repair a 1" service line cut made by homeowner trying to replace sewer line... no locates were called in to Call Okie.

Status Completed

Priority

Start Date Actual 10/23/2014

Stop Date Actual 10/23/2014

Repeat Interval

Entered By SInda

Notes

Labor - Actual

| Start Date | ID | Activity | Total Hours | Cost |
|----------------|------|------------------------|--------------|----------|
| 10/23/2014 | 1212 | Water Line Repair/Rplc | 2.00 1 hr OT | \$86.61 |
| 10/23/2014 | 2703 | Water Line Repair/Rplc | 2.00 1 hr OT | \$63.41 |
| 10/23/2014 | 2722 | Water Line Repair/Rplc | 2.00 1 hr OT | \$47.34 |
| 10/23/2014 | 2117 | Office Administration | 0.17 | \$2.73 |
| 10/23/2014 | 2724 | Water Line Repair/Rplc | 2.00 1 hr OT | \$39.16 |
| 10/23/2014 | 2726 | Water Line Repair/Rplc | 2.00 1 hr OT | \$36.50 |
| 10/23/2014 | 2725 | Water Line Repair/Rplc | 2.00 1 hr OT | \$39.16 |
| Entry Count: 7 | | | | \$314.91 |

Equipment - Actual

| Start Date | ID | Activity | Total Usage | Cost |
|----------------|-------|------------------------|-------------|----------|
| 10/23/2014 | 232 | Water Line Repair/Rplc | 2.00 | \$40.00 |
| 10/23/2014 | 217-B | Water Line Repair/Rplc | 2.00 | \$40.00 |
| 10/23/2014 | 244 | Water Line Repair/Rplc | 2.00 | \$40.00 |
| Entry Count: 3 | | | | \$120.00 |

Material - Actual

| Start Date | ID | Activity | Quantity | Cost |
|----------------|------------|------------------------|----------|---------|
| 10/23/2014 | ballvalve1 | Water Line Repair/Rplc | 1.00 ea | \$61.00 |
| 10/23/2014 | pp1 | Water Line Repair/Rplc | 4.00 ft | \$1.24 |
| 10/23/2014 | splicer1 | Water Line Repair/Rplc | 1.00 ea | \$11.16 |
| Entry Count: 3 | | | | \$73.40 |

Other - Actual

| Start Date | Contract | Activity | Account | Cost |
|----------------|----------|----------|---------|--------|
| Entry Count: 0 | | | | \$0.00 |

Total for 19006LM

\$508.31

Total for Line Maint.

Friday, October 24, 2014

ORDINANCE NO. 3169

AN ORDINANCE AMENDING CHAPTER 4 OF THE GUTHRIE CITY CODE, ARTICLE 3, SECTION 4-37, CONNECTION TO UTILITY SYSTEMS, DESIGNATING RESPONSIBILITY FOR MAINTENANCE OF PRIVATE SEWER LINES; PROVIDING FOR SEVERABILITY AND REPEALER, PROVIDING FOR PENALTY AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA:

Section 1.

Article 3, Section 4-37, is hereby added as follows:

Section 4-37 (A). It shall be the private property owners duty to maintain private sewer lines and house connections. If any owner shall fail to properly maintain a private sewer line or any house sewer service line or any other private sewer line the City of Guthrie or Guthrie Public Works Authority may shut off the supply of water to those premises in violation of this ordinance and/or may proceed with municipal court charges and impose a fine of up to \$200.00 plus court cost.

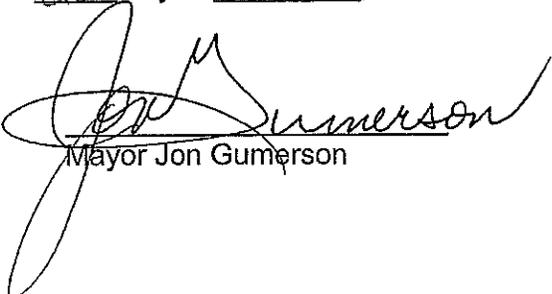
Section 2.

Should any part of this ordinance be declared unconstitutional or unenforceable then the balance of the ordinance shall remain in full force and effect. Any ordinances in conflict with this section are hereby repealed.

Section 3. Emergency.

It being determined that it is for the best interest of the publics health and welfare that this ordinance immediately become effective an emergency is hereby declared and this ordinance shall become effective upon approval by the City Council of the City of Guthrie, Oklahoma.

Approved by the Guthrie City Council this 20th day of December, 2005.


Mayor Jon Gumerson

ATTEST:


Wanda Calvert, City Clerk

APPROVED AS TO SUBSTANCE
AND FORM:

Randel Shadid, City Attorney

ARTICLE 3: PLUMBING

§ 4-35 2003 INTERNATIONAL PLUMBING CODE ADOPTED.

(A) There is hereby adopted as the plumbing code of the city, the *2003 International Plumbing Code*, as published by The International Codes Council for the control of buildings and structures as herein provided, and each and all of the regulations, provisions, penalties, conditions and terms of the International Plumbing Code are hereby referred to, adopted and made a part hereof, as if fully set out in this article with the additions, insertions, deletions and changes, if any, prescribed in division (B) below, a copy of the Plumbing Code, hereinafter collectively referred to as the "Guthrie Plumbing Code" or "Plumbing Code," is on file in the Office of City Clerk.

(B) The following sections of the International Plumbing Code are hereby revised as follows:

(1) Section 101.1, insert: "City of Guthrie."

(2) Section 106.6.2, insert: "As per Master Fee Schedule."

(3) Section 106.6.3, delete the entire section.

(4) Section 108.4, insert: "Misdemeanor, \$200."

(5) Section 108.4 (page 6, line 8 of section), delete: "or by imprisonment not exceeding (number of days), or both such fine and imprisonment."

(6) Section 108.5 (page 6, line 13 of section), delete: "Less than [amount] dollars or" and insert "\$200."

(7) Section 305.6.1, insert: 12 inches, eight inches.

(8) Section 904.1, insert: eight inches.

(`90 Code, § 4-12) (Am. Ord. 2984, passed 4-15-94; Am. Ord. 3060, passed 4-18-00; Am. Ord. 3146, passed 11-16-04)

§ 4-36 PENALTY.

The penalty for violation of any provision in this article shall be in accordance with § 12-34 of this code.

(`90 Code, § 4-13) (Ord. 2863, passed 4-18-89)

§ 4-37 CONNECTION TO UTILITY SYSTEMS.

The water distribution and drainage system of any building in which plumbing fixtures are installed shall be connected to a public water main and sewer respectively, if available. Where a public water main is not available, an individual water supply shall be provided. Where a public sewer is not available, a private sewage disposal system shall be provided conforming to the private sewage disposal code listed in Appendix A of the BOCA Plumbing Code. Any building equipped with plumbing fixtures connected to a private well on the effective date of this article does not have to be connected to a public water main, until the time connection to the private well in use on the effective date of this article is discontinued. A public water main or public sewer system shall be considered available to a building when the building is located with 300 feet of the public water main or sewer.

(`90 Code, § 4-14) (Ord. 2890, passed 6-29-89; Am. Ord. 2892, passed 8-1-89)

§ 4-38 CONTRACTORS AND JOURNEYMEN.

No person, firm or corporation shall engage in business as a plumbing contractor, nor shall any person work as a journeyman plumber, until the person, firm or corporation has become properly registered with the city, and has furnished the city satisfactory evidence of compliance with the laws of the state, and satisfactory evidence of responsibility and skill as provided by the ordinances of the city.

(`90 Code, § 4-15)

§ 4-39 CONTRACTORS; BONDS AND FEES.

(A) Each and every person, firm or corporation desiring to do business as a plumbing contractor shall be required to register in the Office of the City Clerk, shall furnish proof of compliance with state law, and shall furnish a bond to the city, to be approved by the City Clerk, conditioned that the principal will restore with the same material and in the same manner as before, all streets alleys, sidewalks, curbs and gutters in any way disturbed by the principal, and will save the city harmless from any and all damages resulting from any act or omission of the principal, and also that the principal will obey all laws and ordinances of the city relating to plumbers and plumbing work.

(B) (1) Upon compliance with the foregoing requirements, and payment of the fee hereinafter specified, the applicant shall be registered by the City Clerk. The registration shall expire at the end of the fiscal year, and may be renewed from year to year. The initial registration fee and the annual renewal fee shall be as set out in the fee schedule at the end of this code of ordinances.

(2) Plumbing contractors desiring to renew their registration shall furnish the same evidence of compliance with state licensing laws, and the same bond, as required upon initial registration.

(3) In the case of plumbing contractors holding licenses in good standing and previously issued by the city under prior provisions of law, registration shall be deemed a renewal, and not an initial registration.

City of Guthrie - (405) 282-0492
P.O. Box 908
101 N. 2nd
Guthrie, OK 73044

TRACI L. MARTIN
315 E. COLLEGE
GUTHRIE, OK 73044-0000

City of Guthrie - (405) 282-0492 Sewer Connection Without Tap

| | | | |
|-------------------|---|------------------|---------------|
| Owner: | TRACI L. MARTIN | Number: | 2014-20112731 |
| Permit Address: | 315 E COLLEGE | Issue Date: | 10/22/2014 |
| | EAST GUTHRIE LOTS 5 & 6 BLOCK 5 | Expiration Date: | 4/22/2015 |
| Parcel ID | 420000028 | Fee Amount: | \$54.50 |
| Project: | Sewer Line Replacement | | |
| Work Description: | Homeowner Occupied and Homeowner Doing the Work: Ms. Traci Martin | | |

Guthrie - (405) 282-0492 Sewer Connection Without Tap Permit F

| | | | |
|-------------------|---|------------------|---------------|
| Owner: | TRACI L. MARTIN | Number: | 2014-20112731 |
| Permit Address: | 315 E COLLEGE | Issue Date: | 10/22/2014 |
| | EAST GUTHRIE LOTS 5 & 6 BLOCK 5 | Expiration Date: | 4/22/2015 |
| Parcel: | 42-00-000-28 - - | Fee Amount: | \$54.50 |
| Project: | Sewer Line Replacement | Payment Date: | 10/21/2014 |
| Work Description: | Homeowner Occupied and Homeowner Doing the Work: Ms. Traci Martin | | |

Maxine Pruitt

From: Jim Hanke
Sent: Tuesday, June 02, 2015 11:08 AM
To: Maxine Pruitt
Cc: Cody Mosley; Shelby Lewis; Jim Hanke
Subject: 315 East College Avenue
Attachments: Plumbing Permit to replace sewer line at 315 East College Avenue..pdf

Max, State law requires all municipalities to allow permits to be issued to **Home Owners, only if they are the residents of the property.**

In other words an owner of a rent house must hire a State licensed Contractor to perform work in the State regulated trades (Electrical, Plumbing, and Heat/Air), because he does not reside at that property.

I have attached a copy of the permit that was issued to 315 East College for a sewer replacement, the work was performed by the owner/resident. I do recall that a City water line was damaged by the home owner during the work.

Thx.

Jim Hanke
Chief Inspector
Constructions Services
Office (405)-282-1110
Cell (405)-664-7661
jhanke@cityofguthrie.com



MINUTES

CITY COUNCIL RETREAT

June 10, 2015

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Monday, June 8, 2015 before 8:30 a.m. and held June 10, 2015 at Cimarron National Golf Club, 500 Duffy's Way, Guthrie, OK.

Mayor Steven J. Gentling called the meeting to order at 8:31 a.m.

Members Present: Steven J. Gentling John Wood Brian Bothroyd
Ed Wood

Members Absent: Gaylord Z. Thomas Jeff Taylor Sharyl Padgett

Staff Present: Larry Pannell Kim Biggs Randel Shadid
Jim Ahlgren Maxine Pruitt Don Sweger
Eric Harlow Cody Mosley Cyndi O

Facilitator: Rebecca Eastham, Meridian Technology Center

Mayor Gentling declared a quorum with four (4) Council Members in attendance.

Discussion of City Finances. Marcy Twyman with Crawford & Associates, P.C. provided an update to the City Council on the City and Guthrie Public Works Authority's financial condition as of April 30, 2015, reviewed the draft Fiscal Year 2014 audit report, and provided the history and clarification about the Stabilization Ordinance.

Jon Wolff with Municipal Finance Services, Inc. updated the City Council on debt service held by both the City of Guthrie and Guthrie Public Works Authority.

Council Member Gaylord Z. Thomas arrived at 8:40 a.m.

Council Member Sharyl Padgett arrived at 8:50 a.m.

Discussion of City of Guthrie Goals, Vision for Community and Strategic Plan. City Council discussed their visions, values, goals and accomplishments for the upcoming fiscal year and goals to be accomplished in the next three to five years. See attached.

Discussion of Public Participation/Comments. City Attorney Shadid reviewed current practice and recommended that "public comments" be limited to agenda items only.

Council Member Jeff Taylor arrived at 1:40 p.m.

Discussion of Code of Ethics. Council Member Thomas recommended adding the use of “social media” to the Code of Ethics. Vice Mayor Wood also requested clarification on paragraph 13 regarding Advocacy. Staff will provide a draft proposal to address both concerns and place on an upcoming workshop agenda.

Discussion of Sales Tax. Mayor Gentling introduced the item regarding the tabled discussion of setting a date to hold a sales tax election. Discussion was held regarding items in the agenda packet including the letter from the Citizens Rate & Fee Advisory Committee, the history of various committee meetings held since June 3, 2014, the recommendation of quality of life projects as identified by the Guthrie Area Projects committee, the adopted Ordinance No. 3269, the tabled Resolution No. 2015-08, the election dates for 2015 and 2016, and the current sales tax collected through June 2015. Council asked staff to research the possibility of using polling services prior to setting an election date.

Discussion of Council Subcommittees. Council Member Bothroyd asked for clarification as to who, what, where, when, why, and how subcommittees are created. Council appointed committees are created by Resolution or Ordinance. Council requested that Board Chairs begin providing committee updates at Council Workshops.

Discussion of Revenue Sources. City Clerk Biggs reviewed the information provided in the agenda packet. Discussion was held regarding the cost to the City for festivals and other events held in Guthrie and the opportunity of creating a revenue source by establishing fees or leasing space to help offset those costs. Council requested staff to research other communities about festival fees and the leasing of public property for special events and to place this item on a future workshop agenda.

Discussion of Fund Balance for Hotel Tax Fund. City Clerk Biggs reviewed the information provided in the agenda packet including the 1998 ballot language stating how Hotel Tax Funds are to be used. No discussion was held.

Discussion of Awards and Recognition. City Clerk Biggs reviewed the information provided in the agenda packet. No discussion was held.

Mayor’s Update. Mayor Gentling stated that he enjoyed the process and thanked staff for coordinating the meeting and providing information to assist in the process.

Council Member Comments: Thanked staff for their participation in the process and welcomed Larry Pannell to the City of Guthrie.

Executive Session. Motion by Council Member Bothroyd, seconded by Council Member E. Wood, moved approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:

307(B)(1), for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of a public officer or employee (Interim City Manager)

307(B)(1), for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of a public officer or employee (City Manager).

A roll call was taken with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously at 3:05 p.m. Attending Executive Session were Mayor Gentling, Vice Mayor J. Wood, Council Members Thomas, Taylor, Padgett, E. Wood and Bothroyd, and Human Resources Director Ahlgren.

Reconvene. Mayor Gentling reconvened the Guthrie City Council Meeting at 3:52 p.m. and stated no action was taken in Executive Session.

Consider action regarding hiring of Interim City Manager. Motion by Vice Mayor Wood, seconded by Council Member Taylor, moved approval of contract with Larry Pannell as interim city manager. A roll call was taken with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Consider action regarding hiring of City Manager. No action.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 3:54 p.m.

Kim Biggs, City Clerk

Steve J. Gentling, Mayor

Vision: To be a vibrant thriving city which enhances the quality of life for each citizen through effective city government that encourages economic growth through progressive business development while promoting tourism based on its rich pioneer heritage.

Values:

- Integrity
- Service
- Quality of Life

2016 Goals:

Goal: Accommodate long-term infrastructure.

Objectives:

1. Conduct a study and cost-benefit analysis of the repair and/or replacement of the wastewater plant.
2. Invest in equipment for street maintenance.
3. Develop an improvement plan and identify funding sources for paving access to Liberty Lake
4. Continue the process of determining the use and plan for all city-owned buildings.
5. Implement and communicate projects related to the improvement of the east-west connectivity of downtown
6. Maximize the source capacity of Guthrie-controlled water resources.

Goal: Operate with financial efficiency and integrity

Objectives:

1. Annual adoption of self-sustaining city budget (on-going).
2. Develop a three-year projected budget including a capital improvement plan and financing options.

Goal: Create and sustain a diversity of recreational, educational and cultural opportunities that enrich the lives of our citizens and visitors.

Objectives:

1. Review the plan and secure funding to create an ADA compliant park.
2. Continue expanding facilities at Liberty Lake as identified in the Liberty Lake Plan.
3. Amend existing ordinances to help support citizen programs and events as needed.
4. Identify and facilitate opportunities to educate citizens in city government.
5. Continue to explore recreational vehicle park development options.
6. Continue supporting existing community-wide events.

Goal: Revitalize neighborhoods and focus on the aesthetic value of the community

Objectives:

1. Continue 2015 objective by ridding the community of 5 to 10 dilapidated structures, funded by the City, per year until the list is complete.
2. Continue providing support to Neighborhood Solutions.
3. Develop a comprehensive beautification plan for the entryways into the City of Guthrie.

Goal: Create and enhance the value of the local economy through progressive business development initiatives.

Objectives:

1. Continue providing Business Spotlight “commercials” for businesses through GTV20.
2. Develop stronger working relationships among the City, CVB and Chamber of Commerce for the economic development of Guthrie.
3. Create and maintain a business-friendly environment to foster economic growth.
4. Research and analyze workforce development resources to better match the needs of current and prospective business and industry in Guthrie and the surrounding area.

Goal: Create and sustain a comprehensive on-going capital improvement program.

Objectives:

1. Analyze the pros and cons of using the 2 revenue sources for funding of capital improvements.

Discussion and consideration of action regarding a utility adjustment to a utility account located at 1208 W. Noble Avenue. Motion by Committee Member Bothroyd, seconded by Committee Member Padgett, moved approval to recommend to City Council to adjust 3 months of the average bill or \$145.26 from the account leaving 4 months or \$193.67 to be paid by the account holder. A roll call was taken with the following results:

Aye: Wood, Padgett, Bothroyd
Nay: None

Finance Committee Chairman J. Wood declared the motion carried unanimously.

Discussion and consideration of action regarding a utility adjustment to a utility account located at 10 Forrest Road. No action.

Discussion and consideration of action regarding a utility adjustment to a utility account located at 322 West Oklahoma. Motion by Committee Member Bothroyd, seconded by Committee Member Padgett, moved approval to recommend to City Council to adjust \$354.08 from the account and installing a new water meter leaving a balance of \$257.35 to be paid by the account holder. A roll call was taken with the following results:

Aye: Wood, Padgett, Bothroyd
Nay: None

Finance Committee Chairman J. Wood declared the motion carried unanimously.

Adjournment. There being no further business Finance Committee Chairman J. Wood, declared the meeting adjourned at 6:59 p.m.

Kim Biggs, City Clerk

John Wood, Finance Committee Chairman

MINUTES
CITY COUNCIL MEETING
June 16, 2015

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, June 12, 2015, before 5:00 p.m. and held Tuesday, June 16, 2015, in the Guthrie City Hall 3rd Floor Conference Room.

Mayor Steven J. Gentling called the meeting to order at 6:00 p.m.

| | | | |
|------------------|--------------------|-------------------|-------------|
| Members Present: | Steven J. Gentling | Gaylord Z. Thomas | Jeff Taylor |
| | Sharyl Padgett | Brian Bothroyd | Ed Wood |

Members Absent: John Wood

| | | | |
|----------------|---------------|---------------|-------------|
| Staff Present: | Larry Pannell | Randel Shadid | Kim Biggs |
| | Maxine Pruitt | Cody Mosely | Eric Harlow |
| | Justin Heid | Jim Ahlgren | |

Mayor Gentling declared a quorum with six (6) Council Members in attendance.

Public Comments. None.

Guthrie-Edmond Regional Airport annual update. Airport Manager, Justin Heid, updated the Council on current and future projects and activities in and around the Guthrie-Edmond Regional Airport.

Request for future items of discussion. Excelsior Library, Signage for Entryways, Sales Tax, Ladder Truck, Festivals/Events, and staff will present proposed amendments to the Code of Ethics.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 6:35 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor

MINUTES
CITY COUNCIL MEETING
June 16, 2015

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, June 12, 2015, before 5:00 p.m. and held Tuesday, June 16, 2015, in the Guthrie City Hall Council Chambers.

Mayor Steven J. Gentling called the meeting to order at 7:04 p.m.

| | | | |
|------------------|--------------------|-------------------|----------------|
| Members Present: | Steven J. Gentling | Gaylord Z. Thomas | Jeff Taylor |
| | Sharyl Padgett | Ed Wood | Brian Bothroyd |

Members Absent: John Wood

| | | | |
|----------------|---------------|---------------|---------------|
| Staff Present: | Larry Pannell | Kim Biggs | Randel Shadid |
| | Jim Ahlgren | Maxine Pruitt | Eric Harlow |
| | Justin Heid | Cody Mosley | Aaron Ryburn |

Mayor Gentling declared a quorum with six (6) Council Members in attendance.

Consent Agenda. Motion by Council Member Taylor, seconded by Council Member Padgett, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Special City Council meeting held on June 2, 2015.
- B. Consider approval of minutes of the Regular City Council meeting held on June 2, 2015.
- C. Consider approval of minutes of the Special City Council meeting held on June 5, 2015.
- D. Consider approval to extend the Lease Agreement with Alvin Graves to expire September 30, 2015.
- E. Consider approval of the Contract Amendment with Jackson & Jackson Engineering, Inc. for the Friends of Fogarty Safe routes to School Project.
- F. Consider approval to accept a grant award from the Oklahoma Office of Homeland Security in the amount of \$10,975 to purchase interoperable radio equipment for the Guthrie Fire Department.
- G. Consider approval of awarding Bid No. 2015-06, FY 2015 Street Capital Improvement Project to the low bid of \$248,275 to Rudy Construction Company, Oklahoma City, Oklahoma, and authorizing the Mayor to execute a contract.
- H. Consider approval of City-County Defense Agreement between the City of Guthrie and Logan County Board of Commissioners.

Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

Lease Agreement, Taloa Music & Arts Festival. Motion by Council Member E. Wood, seconded by Council Member Taylor, moved approval of the lease agreement with Dream Portal Productions for the Taloa Music & Arts Festival with the inclusion of the suggested changes as presented in document form with the exception of amending the non-refundable deposit to \$2,500, paid upfront to the City of Guthrie, and excluding Item 3 regarding the remittance of ticket sales and camping fees. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

Resolution No. 2015-10. Motion by Council Member E. Wood, seconded by Council Member Padgett, moved approval of Resolution No. 2015-10, waiving selected sections from the Guthrie Code of Ordinances during the Bike MS event to be held September 26-27, 2015, at Highland Park. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

Resolution No. 2015-09a. Motion by Council Member Thomas, seconded by Council Member Taylor, moved approval of Resolution No. 2015-09a, establishing the 9-1-1 Emergency Telephone Fee for Calendar Year 2016. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

Ordinance No. 3271. Motion by Council Member Thomas, seconded by Council Member Bothroyd, moved approval to adopt Ordinance No. 3271, reflecting changes to the Guthrie City Manager Option Plan and Joinder Agreement. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

Airport Board Appointments. Motion by Council Member Padgett, seconded by Council Member Taylor, moved approval of reappointing Kerry Owens and appointing Trey Ayers to the Guthrie-Edmond Regional Airport Board both serving a term expiring June 2018. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

City Manager's Report. Announced that City Hall and all non-emergency offices will be closed Friday, July 3rd; updated the community on events happening in Guthrie; and stated that Airport Manager, Justin Heid, resigned from his position effective July 6, 2015.

Requests/comments from the members of the City Council. Congratulated Justin on his new adventure; welcomed Interim City Manager Larry Pannell; and thanked staff for their hard work and dedication.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 7:50 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor

MINUTES
CITY COUNCIL MEETING
June 29, 2015

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Thursday, June 25, 2015, before 5:00 p.m. and held Monday, June 29, 2015, in the Guthrie City Hall 3rd Floor Conference Room.

Mayor Steven Gentling called the meeting to order at 6:00 p.m.

| | | | |
|------------------|-------------------|----------------|-------------------|
| Members Present: | Steve J. Gentling | John Wood | Gaylord Z. Thomas |
| | Jeff Taylor | Sharyl Padgett | Brian Bothroyd |
| | Ed Wood | | |

Members Absent: None

| | | |
|----------------|-------------|---------------|
| Staff Present: | Jim Ahlgren | Randel Shadid |
|----------------|-------------|---------------|

Mayor Gentling declared a quorum with all Council Members in attendance.

Public Comments. None.

Executive Session. Motion by Council Member Thomas, seconded by Council Member Taylor, moved approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, Section 307 (B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Manager). A roll call vote was taken with the following results:

| | |
|------|---|
| Aye: | Gentling, J. Wood, Thomas, Taylor, Padgett, Bothroyd, E. Wood |
| Nay: | None |

Mayor Gentling declared the motion carried unanimously at 6:01 p.m. Attending Executive Session were Mayor Gentling, Vice Mayor J. Wood, Council Members Thomas, Taylor, Padgett, E. Wood, and Bothroyd, Human Resources Director Ahlgren, and City Attorney Shadid.

Reconvene. Mayor Gentling reconvened the Guthrie City Council Meeting at 8:56 p.m. and stated no action was taken in Executive Session.

Consider action regarding City Manager. No action.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 8:57 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor

MINUTES
CITY COUNCIL MEETING
June 30, 2015

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Thursday, June 25, 2015, before 5:00 p.m. and held Tuesday, June 30, 2015, in the Guthrie City Hall 3rd Floor Conference Room.

Mayor Steven Gentling called the meeting to order at 6:00 p.m.

| | | | |
|------------------|-------------------|----------------|-------------------|
| Members Present: | Steve J. Gentling | John Wood | Gaylord Z. Thomas |
| | Jeff Taylor | Sharyl Padgett | Brian Bothroyd |
| | Ed Wood | | |

Members Absent: None

| | | |
|----------------|-------------|---------------|
| Staff Present: | Jim Ahlgren | Randel Shadid |
|----------------|-------------|---------------|

Mayor Gentling declared a quorum with all Council Members in attendance.

Public Comments. None.

Executive Session. Motion by Vice Mayor J. Wood, seconded by Council Member E. Wood, moved approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, Section 307 (B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Manager). A roll call vote was taken with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, Bothroyd, E. Wood
Nay: None

Mayor Gentling declared the motion carried unanimously at 6:01 p.m. Attending Executive Session were Mayor Gentling, Vice Mayor J. Wood, Council Members Thomas, Taylor, Padgett, E. Wood, and Bothroyd, Human Resources Director Ahlgren, and City Attorney Shadid.

Reconvene. Mayor Gentling reconvened the Guthrie City Council Meeting at 9:32 p.m. and stated no action was taken in Executive Session.

Consider action regarding City Manager. Motion by Vice Mayor J. Wood, seconded by Council Member Taylor, moved approval to authorize the Search Committee to continue doing background checks on prospective city manager candidates. A roll call vote was taken with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, Bothroyd, E. Wood
Nay: None

Mayor Gentling declared the motion carried unanimously at 9:33 p.m.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 9:34 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: July 7, 2015, Contact: Justin Heid, Airport Manager

Agenda Item

Consider approval of Ground Hangar Lease Agreement with Ron and Toni Jewell, DBA R.K. Jewell Const. Inc., to lease Hangar Space No. 20B to build a 55'x50' hangar, with a leased space of 4408 square feet.

Summary

Ron and Toni Jewell wish to lease Hangar Space No. 20B and build on 4408 square feet, a 55x50 foot hangar on the leased property at a rate of \$0.17 per square foot for 30 years with an option to renew for a total of an additional 10 years.

Funding Expected: X Revenue, Budgeted: X Yes, Account Number: 98-98-00-5463, Amount: \$749.36 annually, Legal Review: N/A, X Required, Completed Date: 6/28/2015

Supporting documents attached

- Hangar Space No. 20B Ground Lease

Recommendation

Approve the Ground Hangar Lease Agreement with Ron and Toni Jewell to lease Hangar Space No. 20B.

Action Needed: Public Hearing, X Motion, Emergency Clause

PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 7th day of July, 2015, by and between The City of Guthrie, Oklahoma, a municipal corporation, doing business as the Guthrie-Edmond Regional Airport hereinafter the "LESSOR", and Ron & Toni Jewell DBA R.K. Jewell Const. Inc., hereinafter the "LESSEE".

WITNESSETH:

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

TO HAVE AND TO HOLD the same for a term commencing on the _____ day of _____, 2015 (the "Commencement Date") and ending on the 31st day of December, 2045 subject to termination as provided herein (the "Lease Term").

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

2. **RENTALS:**

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

Initial Annual Rental Amount: \$749.36 58'x76' = 4408 sq/ft x \$.17sq/ft/yr

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

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

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

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

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

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

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

4. REPAIRS AND MAINTENANCE: LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto and shall suffer no waste or nuisance thereon. At the end of the Lease Term, or upon other termination of this lease, LESSEE shall deliver the Premises to LESSOR with all improvements thereon in good repair and conditions, reasonable wear and tear alone excepted, subject to Section 12 hereof.

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign or transfer this lease, nor any interest herein, without the prior written consent of LESSOR, signed by the Mayor for the City of Guthrie, Oklahoma, and a consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of LESSOR terminate this lease. LESSOR shall not, however, unreasonably withhold its approval or consent to assign. Neither this lease nor the leasehold estate of LESSEE hereunder in the demised premises, or any building or improvements thereon, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this lease. LESSEE shall provide a written list of tenants/sub lessees from time to

time as such tenant(s) change including name(s), mailing address and telephone number. LESSEE shall provide a copy of all leases or subleases to the LESSOR at the time of execution of said lease or sublease.

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

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

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

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

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

11. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE'S servants, employees, agents, contractors, guests, patrons, invitees, or visitors, or to any other persons whomsoever, for any injury to persons or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, its agents, contractors, guests, servants, or employees, or implied invitation of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify the LESSOR and hold it harmless from any liability, judgments, causes of action, loss, expense or claims, including attorneys' fees, arising out of any such damage or injury; except injury to persons or damage to property, the sole cause of which is the intentional, willful or wanton misconduct of LESSOR.

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

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

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

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

14. QUIET ENJOYMENT. LESSOR represents and warrants that it is seized of the demised premises in fee simple and has full right and authority to enter into this Lease and that LESSEE upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the terms hereof without hindrance or molestation from LESSOR, subject to the terms and provisions of this Lease.

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

(a) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay the taxes described in paragraph 23, or for the insurance described in paragraph 10, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date LESSOR has provided written notice of such failure to pay by certified first class U.S. Mail, postage prepaid whether actually received or not in the event the LESSEE fails or refuses to accept delivery of such certified mail..

(b) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.

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

(d) LESSEE shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this paragraph), and shall not cure such failure within thirty (30) days after written notice thereof from LESSOR.

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

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

16. REMEDIES: Upon the occurrence of any of such events of default described in paragraph 15 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

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

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

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

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

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

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

(g) Exercise all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

If LESSOR, at any time is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of LESSEE to comply with any provision of this Lease, or if LESSOR is compelled to incur any expense, including reasonable attorneys' fees, in instituting, securing or defending any action or proceeding instituted by reason of any default of LESSEE hereunder, the sum or sums so paid by LESSOR with all interest, costs, and damages, shall be deemed to be additional rent hereunder and shall be due from LESSEE to LESSOR on the first day of the month following the incurring of such respective expenses.

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

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

17. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE:

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

18. LESSOR'S LIEN: (a) In addition to any statutory lien for rent in LESSOR'S favor, LESSOR shall have and LESSEE hereby grants to LESSOR a continuing security interest for all rentals and other sums of money becoming due hereunder from LESSEE, upon the building and all fixtures and furniture of LESSEE situated on the Premises, and such property shall not be removed there from without the consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR herein under

shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to LESSEE. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereof.

(b) LESSEE may not encumber in any manner its leasehold interest and estate in the demised premises or any improvements placed by LESSEE thereon without the prior written consent of LESSOR, signed by the Mayor of the City of Guthrie.

19. MECHANIC'S LIENS: LESSEE shall have no authority, express and implied, to create or place any lien or encumbrance, of any kind or nature whatsoever, upon, or in any manner to bind the interest of LESSOR in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with LESSEE, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to LESSEE by this instrument. LESSEE covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold LESSOR harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the LESSOR in the Premises or under the terms of this Lease.

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

(a) All rent and other payments required to be made by LESSEE to LESSOR hereunder shall be payable to the City of Guthrie at the address herein below set forth or at such other address as LESSOR may specify from time to time by written notice delivered in accordance herewith. Payments should be mailed to: City of Guthrie, P. O. Box 908, Guthrie, OK 73044.

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

(c) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LESSOR:

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

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

COPY TO:

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

LESSEE:

Ron & Toni Jewell
6504 N. Oak Forest Rd.
Edmond, OK 73025

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

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

22. ABANDONMENT: LESSEE shall not vacate or abandon the Premises at any time during the lease term unless required to do so by duly authorized legal authority.

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

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

25. MISCELLANEOUS: (a) Words of any gender used in this lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural unless the context otherwise requires.

(b) The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

(c) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise described the scope or intent of this Lease, nor in any way affect the interpretation of this Lease.

(d) LESSEE agrees, from time to time, within thirty (30) days after required of LESSOR, to deliver to LESSOR, or LESSEE'S designee, an estoppels certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by LESSOR.

(e) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.

(f) There shall be no merger of this Lease, nor of the leasehold estate created by it, with the fee estate in the Premises, by reason of the fact that this Lease, or the leasehold estate created by it, may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises.

(g) LESSEE accepts this Lease subject and subordinate to any first mortgage, deed of trust or other first lien presently existing or hereafter arising upon the Premises and to any renewals, refinancing and extensions thereof, but LESSEE agrees that any such first mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. LESSOR is hereby irrevocably vested with full power and authority to hereby subordinate this Lease to any first mortgage, deed of trust or other first lien now existing or hereafter placed upon the Premises and LESSEE agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as LESSOR may request.



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 7, 2015

Contact

Justin Heid,
Airport Manager

Agenda Item

Consider approval of Ground Hangar Lease Agreement with Ron and Toni Jewell, DBA R.K. Jewell Const. Inc., to lease Hangar Space No. 20C to build a 55'x50' hangar, with a leased space of 4408 square feet.

Summary

Ron and Toni Jewell wish to lease Hangar Space No. 20C and build on 4408 square feet, a 55x50 foot hangar on the leased property at a rate of \$0.17 per square foot for 30 years with an option to renew for a total of an additional 10 years. Hangar space is in great demand at the airport and the Guthrie-Edmond Regional Airport Board recommends approval of this hangar lease. The lease will begin once FAA airspace approval and City Planning approval has been granted and received.

Funding Expected X Revenue Expenditure N/A
Budgeted X Yes No N/A
Account Number 98-98-00-5463 Amount \$749.36 annually
Legal Review N/A X Required Completed Date: 6/28/2015

Supporting documents attached

- Hangar Space No. 20C Ground Lease

Recommendation

Approve the Ground Hangar Lease Agreement with Ron and Toni Jewell to lease Hangar Space No. 20C.

Action Needed Public Hearing X Motion Emergency Clause

PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 7th day of July, 2015, by and between The City of Guthrie, Oklahoma, a municipal corporation, doing business as the Guthrie-Edmond Regional Airport hereinafter the "LESSOR", and Ron & Toni Jewell DBA R.K. Jewell Const. Inc. hereinafter the "LESSEE".

WITNESSETH:

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

TO HAVE AND TO HOLD the same for a term commencing on the _____ day of _____, 2015 (the "Commencement Date") and ending on the 31st day of December, 2045 subject to termination as provided herein (the "Lease Term").

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

2. **RENTALS:**

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

Initial Annual Rental Amount: \$749.36 58'x76' = 4408 sq/ft x \$.17sq/ft/yr

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

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

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

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

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

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

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

4. REPAIRS AND MAINTENANCE: LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto and shall suffer no waste or nuisance thereon. At the end of the Lease Term, or upon other termination of this lease, LESSEE shall deliver the Premises to LESSOR with all improvements thereon in good repair and conditions, reasonable wear and tear alone excepted, subject to Section 12 hereof.

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign or transfer this lease, nor any interest herein, without the prior written consent of LESSOR, signed by the Mayor for the City of Guthrie, Oklahoma, and a consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of LESSOR terminate this lease. LESSOR shall not, however, unreasonably withhold its approval or consent to assign. Neither this lease nor the leasehold estate of LESSEE hereunder in the demised premises, or any building or improvements thereon, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this lease. LESSEE shall provide a written list of tenants/sub lessees from time to

time as such tenant(s) change including name(s), mailing address and telephone number. LESSEE shall provide a copy of all leases or subleases to the LESSOR at the time of execution of said lease or sublease.

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

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

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

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

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

11. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE'S servants, employees, agents, contractors, guests, patrons, invitees, or visitors, or to any other persons whomsoever, for any injury to persons or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, its agents, contractors, guests, servants, or employees, or implied invitation of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify the LESSOR and hold it harmless from any liability, judgments, causes of action, loss, expense or claims, including attorneys' fees, arising out of any such damage or injury; except injury to persons or damage to property, the sole cause of which is the intentional, willful or wanton misconduct of LESSOR.

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

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

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

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

14. QUIET ENJOYMENT. LESSOR represents and warrants that it is seized of the demised premises in fee simple and has full right and authority to enter into this Lease and that LESSEE upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the terms hereof without hindrance or molestation from LESSOR, subject to the terms and provisions of this Lease.

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

(a) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay the taxes described in paragraph 23, or for the insurance described in paragraph 10, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date LESSOR has provided written notice of such failure to pay by certified first class U.S. Mail, postage prepaid whether actually received or not in the event the LESSEE fails or refuses to accept delivery of such certified mail..

(b) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.

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

(d) LESSEE shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this paragraph), and shall not cure such failure within thirty (30) days after written notice thereof from LESSOR.

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

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

16. REMEDIES: Upon the occurrence of any of such events of default described in paragraph 15 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

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

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

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

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

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

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

(g) Exercise all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

If LESSOR, at any time is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of LESSEE to comply with any provision of this Lease, or if LESSOR is compelled to incur any expense, including reasonable attorneys' fees, in instituting, securing or defending any action or proceeding instituted by reason of any default of LESSEE hereunder, the sum or sums so paid by LESSOR with all interest, costs, and damages, shall be deemed to be additional rent hereunder and shall be due from LESSEE to LESSOR on the first day of the month following the incurring of such respective expenses.

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

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

17. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE:

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

18. LESSOR'S LIEN: (a) In addition to any statutory lien for rent in LESSOR'S favor, LESSOR shall have and LESSEE hereby grants to LESSOR a continuing security interest for all rentals and other sums of money becoming due hereunder from LESSEE, upon the building and all fixtures and furniture of LESSEE situated on the Premises, and such property shall not be removed there from without the consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR herein under

shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to LESSEE. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereof.

(b) LESSEE may not encumber in any manner its leasehold interest and estate in the demised premises or any improvements placed by LESSEE thereon without the prior written consent of LESSOR, signed by the Mayor of the City of Guthrie.

19. MECHANIC'S LIENS: LESSEE shall have no authority, express and implied, to create or place any lien or encumbrance, of any kind or nature whatsoever, upon, or in any manner to bind the interest of LESSOR in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with LESSEE, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to LESSEE by this instrument. LESSEE covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold LESSOR harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the LESSOR in the Premises or under the terms of this Lease.

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

(a) All rent and other payments required to be made by LESSEE to LESSOR hereunder shall be payable to the City of Guthrie at the address herein below set forth or at such other address as LESSOR may specify from time to time by written notice delivered in accordance herewith. Payments should be mailed to: City of Guthrie, P. O. Box 908, Guthrie, OK 73044.

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

(c) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LESSOR:

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

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

COPY TO:

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

LESSEE:

Ron & Toni Jewell
6504 N. Oak Forest Rd.
Edmond, OK 73025

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

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

22. ABANDONMENT: LESSEE shall not vacate or abandon the Premises at any time during the lease term unless required to do so by duly authorized legal authority.

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

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

25. MISCELLANEOUS: (a) Words of any gender used in this lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural unless the context otherwise requires.

(b) The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

(c) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise described the scope or intent of this Lease, nor in any way affect the interpretation of this Lease.

(d) LESSEE agrees, from time to time, within thirty (30) days after required of LESSOR, to deliver to LESSOR, or LESSEE'S designee, an estoppels certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by LESSOR.

(e) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.

(f) There shall be no merger of this Lease, nor of the leasehold estate created by it, with the fee estate in the Premises, by reason of the fact that this Lease, or the leasehold estate created by it, may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises.

(g) LESSEE accepts this Lease subject and subordinate to any first mortgage, deed of trust or other first lien presently existing or hereafter arising upon the Premises and to any renewals, refinancing and extensions thereof, but LESSEE agrees that any such first mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. LESSOR is hereby irrevocably vested with full power and authority to hereby subordinate this Lease to any first mortgage, deed of trust or other first lien now existing or hereafter placed upon the Premises and LESSEE agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as LESSOR may request.

(h) LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner pledge its interest in this Lease as collateral for any indebtedness whether in connection with the Premises or otherwise without the prior written consent of LESSOR.

(i) LESSEE shall execute such attornment agreement to any mortgagee of LESSOR as such mortgagee shall reasonably require within 15 days from such request; provided, however, that such attornment agreement(s) shall be reasonably satisfactory as to form and content to LESSOR.

(j) The invalidity, or unenforceability in particular circumstances, of any provision of this Lease shall not extend beyond such provision or circumstance and no other provision hereof shall be affected.

(k) The laws of the State of Oklahoma shall govern the interpretations, validity, performance, and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and unenforceability of the remaining provisions of this Lease shall not be affected.

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

"LESSOR"
The City of Guthrie

ATTEST: (Seal)

City Clerk

by: _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

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

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

My Commission Expires:

APPROVED AS TO FORM AND LEGALITY

City Attorney

Notary Public

"LESSEE"

By: _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

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

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

My Commission Expires:

Notary Public



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 7, 2015

Contact

Justin Heid,
Airport Manager

Agenda Item

Consider approval of Amendment of Lease for Hangar Space No. 13 to add an additional 2000 square feet at the current lease rate of \$.017 per square foot per year.

Summary

Hangar No. 13 at the Guthrie-Edmond Regional Airport was leased on 2/5/2002. The current lease was for 1785 square feet at an adjusted rate of \$0.0902. It is recommended to amend the lease by 2000 square feet, for a total of 3785 square feet. The initial 1785 square feet leases at \$161.01 annually, the 2000 square foot addition will lease at \$0.17 per square foot annually for a total of \$340.00. Combined together the new lease rate will be \$501.01 annually, and represent a rate of \$0.13263 per square foot per year.

Funding Expected X Revenue Expenditure N/A
Budgeted X Yes No N/A
Account Number 98-98-00-5463 Amount \$340.00 annually
Legal Review N/A X Required Completed Date: 6/28/2015

Supporting documents attached

- Hangar Space No. 13 Ground Lease Amendment

Recommendation

Approve the Ground Hangar Lease Amendment with Gale Braden for Hangar Space No. 13.

Action Needed Public Hearing X Motion Emergency Clause

AMENDMENT TO HANGAR GROUND LEASE
AGREEMENT

This agreement is an amendment to that certain Hangar Ground Lease Agreement dated February 5th, 2002, by and between The City of Guthrie, Oklahoma, a municipal corporation and Gale Braden and Barbara Braden, husband and wife.

WHEREAS the parties wish to clarify their intent regarding certain provisions of the Lease Agreement;

NOW THEREFORE, premises considered and in consideration of other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto hereby amend the Lease Agreement as follows:

Paragraph 2. RENTALS is amended by changing the square footage from: "Rental for (1785) square feet of hangar area, more specifically described in Exhibit "A" attached hereto, at the rate of \$124.95 per annum representing a 7 cents per square foot rate." and substituting therefore the following:

"Rental for (1785) square feet of hangar area, more specifically described in Exhibit "A" attached hereto, at the rate of \$124.95 per annum representing a 7 cents per square foot rate.

To begin July 7th 2015, 2000 square feet is to be added to the lease at a rate of \$340.00 per annum representing a 17 cents per square foot rate, and is to be added to the original lease rate and adjusted in accordance with the time frame of the original lease rate with regard to the Consumer Price Index. The original lease rate amount, as adjusted on the date of July 7th 2015 is \$161.01, and with the addition of the 2000 square feet at a rate of \$340.00 the new lease rate will be \$501.01 per annum representing a 13.24 cents per square foot rate for 3785 square feet."

IN WITNESS HEREOF, this amendment was executed by the parties on this _____ day of _____, 2015.

"LESSEE"

Gale Braden

Barbara Braden

STATE OF OKLAHOMA)
) ss.
COUNTY OF LOGAN)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Gale and Braden and Barbara Braden, husband and wife, to me known to be the identical persons who signed the name of the makers thereof to the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

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

My Commission Expires:

Notary Public
Notary Number:_____

“LESSOR”

The City of Guthrie

By:_____
Steven J. Gentling, Mayor

STATE OF OKLAHOMA)
) ss.
COUNTY OF LOGAN)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Steven J. Gentling, Mayor, to me known to be the identical person(s) who signed the name of the makers thereof to the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

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

My Commission Expires:

Notary Public
Notary Number:_____



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 7, 2015

Contact

Justin Heid,
Airport Manager

Agenda Item

Consider approval of Right of Way Agreement with the Cox Cable Company for a permanent easement and right of way to lay, maintain, operate, relay and remove electric line at the airport.

Summary

Cox Communication requests a 10 foot right of way and easement at the airport to supply the Corporate Hangar Areas and current businesses with communication services. The request is for a permanent easement and right of way to lay, maintain, operate, relay and remove cable line at the airport, with the right of ingress and egress, as depicted in the attached legal description and exhibits.

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

Supporting documents attached

- Right of Way Agreement
Easement Exhibits

Recommendation

Approve Right of Way Agreement

Action Needed Public Hearing X Motion Emergency Clause

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
CoxCom Inc DBA Cox Communications)
6301 Waterford Blvd., Suite 200)
Oklahoma City, OK 73118)
Attn: Richard Klimo - BAA)
NO TAX DUE – NO CONSIDERATION PAID)
DOCUMENTARY TRANSFER TAX \$ 0.00)

space above for recorders use only

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of _____, 2015, by and between _____, a(n) _____ (“Grantor”), and **CoxCom, LLC d/b/a Cox Business**, a Delaware corporation (“**Grantee**”). Grantor does hereby grant to Grantee, its affiliates, successors and assigns, a perpetual easement to construct, place, operate, inspect, maintain, repair, replace and remove telecommunications facilities as Grantee may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively “Facilities”), in, under, over, and upon that area located within the real property owned by Grantor in Logan County, State of Oklahoma, which is more particularly described in Exhibits “A”, “B”, “C”, and “D” attached hereto and incorporated herein (“Easement Area”).

Grantee shall have the right to use, relocate and/or remove its Facilities within the Easement Area and may make changes, including additions and substitutions to its Facilities as it deems necessary. The Facilities shall at all times remain the property of Grantee and Grantor shall not damage the Facilities nor interfere with Grantee’s use of the Facilities. Grantee shall have the right to clear obstructions including trees, roots and undergrowth from the Easement Area. Grantor, its successors and assigns shall have the right to use the Easement Area for any purpose which is not inconsistent with Grantee’s rights herein,

For purpose of ingress and egress to the Easement Area, Grantee shall have a right of access over, upon or along Grantor’s property as is reasonably necessary to access the Easement Area.

By: _____

Print Name: _____

Witness:

ACKNOWLEDGMENT

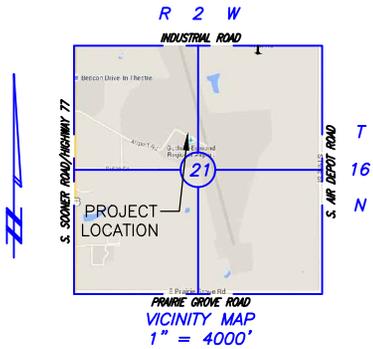
STATE OF OKLAHOMA)
)
COUNTY OF _____) SS:

Before me, a Notary Public in and for this state, on this ____ day of _____, 2015 personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

(SEAL)



P.O.C.
 N.W. COR, NW/4
 SECTION 21
 T 16 N, R 2 W

SOONER ROAD
 ST. HWY 77

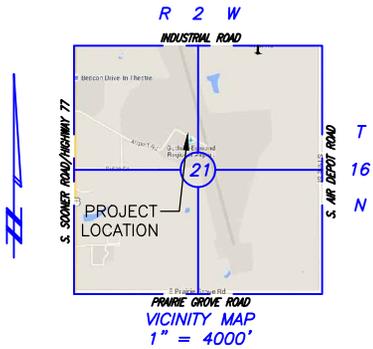
EASEMENT LEGAL DESCRIPTION

A Ten (10.00) foot easement in the Northwest Quarter (NW/4) of Section Twenty One (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being five (5.00) feet on either side of the centerline description more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of said Section 21; Thence from said point of beginning South 0°12'30" East a distance of 1536.53 feet; thence North 89°47'30" East a distance of 1854.82 feet to the POINT OF BEGINNING; Thence from said POINT OF BEGINNING South 28°54'37" West a distance of 527.48 feet; Thence North 61°05'23" West a distance of 38.28 feet; Thence South 27°34'17" West a distance of 195.95 feet to the Point of Termination.



| | | | |
|-------------|------------|--|--------|
| | | EASEMENT EXHIBIT A COX COMMUNICATIONS | |
| | | 510 AIRPORT ROAD SECTION 21, T16N, R2W, I.M. LOGAN COUNTY, OKLAHOMA | |
| | | HUITT-ZOLLARS Huitt-Zollars, Inc. Oklahoma City CA 1489 EXP. 6-30-15 2832 W. Wishire Blvd Oklahoma City, Oklahoma 73116 Phone (405) 842-0363 Fax (405) 842-0364 www.huitt-zollars.com | |
| DATE: | 5/13/15 | SCALE: | NTS |
| JOB NUMBER: | R200042.29 | DRAWN BY: | B.C. |
| | | APPROVED BY: | B.E.C. |
| REVISIONS | DATE | SHEET | 1 of 1 |



P.O.C.
 N.W. COR, NW/4
 SECTION 21
 T 16 N, R 2 W

SOONER ROAD
 ST. HWY 77

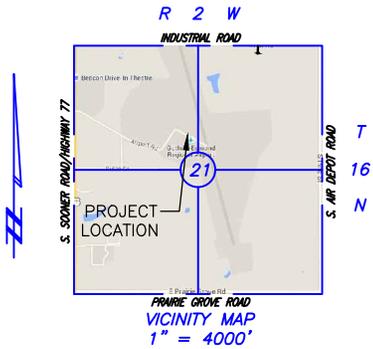
EASEMENT LEGAL DESCRIPTION

A Ten (10.00) foot easement in the Northwest Quarter (NW/4) of Section Twenty One (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being five (5.00) feet on either side of the centerline description more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of said Section 21; Thence South 0°12'30" East a distance of 1196.46 feet; Thence North 89°47'30" East a distance of 1934.71 feet to the POINT OF BEGINNING; Thence from said POINT OF BEGINNING South 74°21'55" West a distance of 515.35 feet; Thence South 89°02'56" West a distance of 320.23 feet; thence South 28°52'44" West a distance of 411.87 feet; thence South 50°42'13" West a distance of 107.59 feet; thence South 28°52'44" West a distance of 87.11 feet to the POINT OF TERMINATION.



| | | | |
|--------------|------------|---|------|
| | | EASEMENT EXHIBIT B COX COMMUNICATIONS | |
| | | 510 AIRPORT ROAD SECTION 21, T16N, R2W, I.M. LOGAN COUNTY, OKLAHOMA | |
| | | HUITT-ZOLLARS <small>Huitt-Zollars, Inc. Oklahoma City CA 1489 EXP. 6-30-15 2832 W. Wilshire Blvd. Oklahoma City, Oklahoma 73116 Phone (405) 842-0363 Fax (405) 842-0364 www.huitt-zollars.com</small> | |
| DATE: | 5/13/15 | REVISIONS | DATE |
| SCALE: | NTS | | |
| JOB NUMBER: | R200042.29 | | |
| DRAWN BY: | B.C. | | |
| APPROVED BY: | B.E.C. | | |
| SHEET | 1 of 1 | | |



P.O.C.
N.W. COR, NW/4
SECTION 21
T 16 N, R 2 W

SOONER ROAD
ST. HWY 77

EASEMENT LEGAL DESCRIPTION

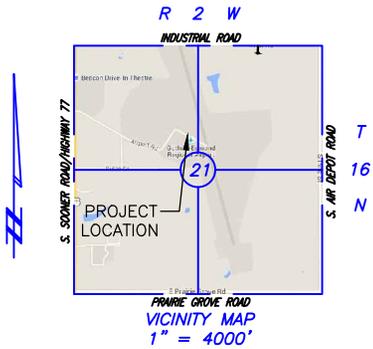
A Ten (10.00) foot easement in the Northwest Quarter (NW/4) of Section Twenty One (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being five (5.00) feet on either side of the centerline description more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of said Section 21; Thence South 0°12'30" East a distance of 947.49 feet; Thence North 89°47'30" East a distance of 1632.10 feet to the POINT OF BEGINNING; Thence from said POINT OF BEGINNING South 74°20'32" West a distance of 216.30 feet; thence South 15°39'28" East a distance of 320.44 feet to the POINT OF TERMINATION.



| | | |
|---------------------------|------|---|
| DATE: 5/13/15 | | EASEMENT EXHIBIT C COX COMMUNICATIONS |
| SCALE: NTS | | |
| JOB NUMBER: R200042.29 | | |
| DRAWN BY: B.C. | | 510 AIRPORT ROAD SECTION 21, T16N, R2W, I.M. LOGAN COUNTY, OKLAHOMA |
| APPROVED BY: B.E.C. | | |
| SHEET 1 OF 1 | | |
| REVISIONS | DATE | |

HUITT-ZOLIARS
Huitt-Zollars, Inc. Oklahoma City
CA 1489 EXP. 6-30-15
2832 W. Wishore Blvd
Oklahoma City, Oklahoma 73116
Phone (405) 842-0363 Fax (405) 842-0364
www.huitt-zollars.com



P.O.C.
N.W. COR, NW/4
SECTION 21
T 16 N, R 2 W



EASEMENT LEGAL DESCRIPTION

A Ten (10.00) foot easement in the Northwest Quarter (NW/4) of Section Twenty One (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being five (5.00) feet on either side of the centerline description more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of said Section 21; Thence South 0°12'30" East a distance of 1436.05 feet; Thence North 89°47'30" East a distance of 60.00 feet to the POINT OF BEGINNING; Thence from said POINT OF BEGINNING South 79°04'40" East a distance of 64.09 feet; thence South 59°49'25" East a distance of 1164.56 feet to a point on a curve to the left having a radius of 872.70 feet, a central angle of 25°03'39" and a chord bearing South 72°21'15" East a distance of 378.68 feet; thence along said curve a distance of 381.71 feet to a point on a curve to the right having a radius of 594.06 feet, a central angle of 24°34'31" and a chord bearing South 72°35'49" East a distance of 252.85 feet; thence along said curve a distance of 254.80 feet; thence South 54°28'27" East a distance of 250.95 feet; thence north 32°27'21" East a distance of 27.62 feet to the POINT OF TERMINATION.

| | | | |
|--------------|------------|---|------|
| | | EASEMENT EXHIBIT D COX COMMUNICATIONS | |
| | | 510 AIRPORT ROAD SECTION 21, T16N, R2W, I.M. LOGAN COUNTY, OKLAHOMA | |
| | | HUITT-ZOLLARS <small>Huitt-Zollars, Inc. Oklahoma City CA 1489 EXP. 6-30-15 2832 W. Wishore Blvd Oklahoma City, Oklahoma 73116 Phone (405) 842-0363 Fax (405) 842-0364 www.huitt-zollars.com</small> | |
| DATE: | 5/13/15 | REVISIONS | DATE |
| SCALE: | NTS | | |
| JOB NUMBER: | R200042.29 | | |
| DRAWN BY: | B.C. | | |
| APPROVED BY: | B.E.C. | | |
| SHEET | 1 of 1 | | |



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 7, 2015

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval to declare property that has reached its useful life, become obsolete and/or is not functioning as surplus property and allow the Purchasing Agent to dispose of said property in a way that is most beneficial to the City of Guthrie.

Summary

In February 2015, the City held a public auction to clear out surplus property that had accumulated over the years. We have set a goal to request council to declare surplus property several times a year or as needed. The following property should be claimed as surplus as it has reached its useful life, become obsolete and/or is not functioning.

- Computers and Audio-Visual Equipment
Vehicle Lift
Lawn Mowers
Office Equipment

Funding Expected X Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 01-00-00-5419 Amount Unknown
Legal Review X N/A Required Completed Date:

Supporting documents attached

- List of equipment and property

Recommendation

Approve declaring surplus and allow the Purchasing Agent to dispose of said property in a way that is most beneficial to the City of Guthrie.

Action Needed Public Hearing X Motion Emergency Clause

SURPLUS PROPERTY

2 JVC MINI DV SD CAMERAS WITH B/W VIEW FINDERS ON TOP AND FLIP OUT
COLOR VIEW FINDERS ON THE SIDE WITH BNC CONNECTORS.

2 PORTABLE CAMERA POWER UNITS WITH BNC CABLES

BNC CABLES

ANALOG TO SDI BLACKMAGIC CONVERTERS (4)

CANON XL1 SD CAMERA

SONY SD ROBOTIC CAMERA

TRIPODS FOR CAMERAS

WHEEL BASE FOR CAMERAS

LIGHT STAND FOR LIGHTING

ARRI 300 SPOTLIGHT

DIGITAL SIGNAGE PLAYER FROM DIGITALSIGNAGE.COM

IPAD AIR SCREEN PROTECTOR AND HARD CASE

MACBOOK PRO 2014

HUSTLER Z 5' MOWER

JOHN DEERE GT262 RIDING MOWER

VEHICLE LIFT

RECEIPT PRINTERS

LETTER OPENER

ENVELOPE STUFFING MACHINE



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

July 7, 2015

Contact

Cody Mosley,
Community & Economic
Development Director

Agenda Item

Discussion and possible action to appoint one member to the Guthrie Convention and Visitor Board.

Summary

According to the Ordinance No. 3263, the City of Guthrie allows for seven members to serve on the Guthrie Convention and Visitor Board. Recruitment of volunteers to serve on the board began after a resignation from an original member. The appointment of this position is set to expire in 2016.

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

Supporting documents attached

- Gregory Coleman application
Ordinance No. 3263

Recommendation

Appoint one member to the Guthrie Convention and Visitor Board.

Action Needed Public Hearing X Motion Emergency Clause

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

Name:: Gregory "Heady" Coleman

Daytime Phone Number:: [REDACTED]

Evening Phone/Cell Phone::

Address:: [REDACTED]
[REDACTED]

Occupation:: President & CEO Guthrie Chamber of Commerce

Education Level:: [REDACTED]

How long have you lived in Guthrie?
: More than 10 years

Which board or commission interests you?: CVB

Why are you interested in serving on this board or commission?: I want to serve on this board because I'm passionate about seeing people come to our great town for events, shopping, overnight stays, walking downtown, taking photos of our community, eating and being inspired.

What civic activities have you been involved in during the past 3 years?: I founded a website that promotes our community called GuthrieAmerica.Org. We host monthly events too.

I volunteer for the Geezer, Gassers & Hawgs. I put together their website.

I volunteer for Neighborhood Solutions by assisting with their website.

What skills and/or experience will you contribute?: Over the last 15 years or more, I have been planning events and recruiting volunteers to support these events. I have been and still on numerous boards, even a governor appointed board.

Reference 1:: Dan Newton - [REDACTED]

Reference 2:: Steve Gentling - [REDACTED]

Reference 3:: Amy Carothers - [REDACTED]

Please enter your name and current date to indicate you agree with the above statement:: Gregory Coleman 6/29/15

ORDINANCE NO. 3263

AN ORDINANCE CREATING ARTICLE TEN TO CHAPTER SEVEN TO THE GUTHRIE CODE OF ORDINANCES ESTABLISHING A GUTHRIE CONVENTION AND VISITOR BUREAU AND THE GUTHRIE CONVENTION AND VISITOR BOARD, AND SETTING FORTH THE PURPOSE, REQUIRMENTS FOR TERM OF OFFICE, POWERS, AND DUTIES OF THE MEMBERS; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA:

SECTION 1. A new Article 10 to Chapter 7 of the Guthrie Code of Ordinances is hereby adopted as follows:

**ARTICLE X
Convention and Visitor Bureau**

§ 7-176 Creation of Guthrie Convention and Visitor Bureau.

There is hereby established the Guthrie Convention and Visitor Bureau as the title under which a contract service provider may be allowed to conduct convention, tourism and visitor development services.

§ 7-177 Purpose.

The primary purpose of the Guthrie Convention and Visitor Bureau is to promote general interest in and for the City of Guthrie; to improve conditions of all types of businesses in and around Guthrie, by increasing visitors and tourism in Guthrie; to promote Guthrie as a meeting place, athletic venue and overnight visitor destination.

§ 7-178 Contract.

The City or the Guthrie Convention and Visitor Bureau may contract with any entity or entities to provide convention, tourism and visitor development services. The City or the Guthrie Convention and Visitor Bureau may enter into one or more such contracts as determined to be needed by the Convention and Visitor Bureau and/or the City Council. The contractor may be designated to operate on the behalf of the City of Guthrie as the Guthrie Convention and Visitor Bureau.

§ 7-179 Convention and Visitor Board.

There is further established a Convention and Visitor Board (CVB) consisting of seven (7) members. These seven members shall be determined by the City Council. Each ward shall

nominate one Guthrie resident or business owner to set on the board, with an additional four at large members. The Mayor and City Council shall appoint two exofficio non-voting City Council Members to serve on the CVB. The CVB as a whole will select the Board Chairperson and Vice Chairperson each year.

§ 7-180 Term of office.

- A. The term of office for the seven Council appointed members of the Convention and Visitor Bureau shall be three-year overlapping terms. The membership shall consist of seven members appointed by the Guthrie City Council as described in Section 7-179 above. The terms of the seven members shall be as follows: The term of three (3) members shall be for a term ending the 30th day of September 2015; the term of three (3) members shall be for a term ending the 30th day of September 2016; and one (1) members shall be for a term ending the 30th day of September 2017. Upon the expiration of the terms of the members, successors shall be appointed for three-year terms. Members may be removed with or without cause by the Mayor and City Council.

- B. If any member shall be absent from more than ½ of all the meetings of the Convention and Visitor Bureau meetings held within four consecutive calendar months, he shall thereupon cease to hold office.

§ 7-181 Quorum.

Four members of the Convention and Visitor Bureau shall constitute a quorum. Business may be transacted by a majority of the quorum present.

§ 7-182 Meetings.

The Convention and Visitor Bureau shall meet on a monthly basis to provide direction and conduct business activities pertaining to the visitors and tourism for the Guthrie area. Emergency meetings may be called by four members of the committee.

§ 7-183 Powers and duties.

The Convention and Visitor Bureau shall:

- A. Gather information and ideas; conduct research; assist the contract service provider (if applicable) in advertising and promotional programs, travel to solicit conventions, trade shows, agricultural, educational and special events; assist in advising the City Council and the contract service provider (if applicable) in the promotion of the City's image so that Guthrie will be developed and maintained as a visitor's and tourism destination.

City of Guthrie - (405) 282-0492
A/P Claims List
 from 6/11/2015 to 6/11/2015

| Invoice # | Vendor | Description | Account | Cost |
|---------------|-----------------------------|--------------------------------------|---------------|--------------------|
| JUNE2015 | OG&E 405 | GENERAL | 01-01-00-6305 | \$8,651.80 |
| JUNE2015 | OG&E 405 | STREET LIGHTING | 01-01-00-6306 | \$10,788.34 |
| JUNE2015 | OKLAHOMA NATURAL GAS | MONTHLY BILLING FOR ONG - GENERAL | 01-01-00-6307 | \$1,326.90 |
| JUNE2015 | CITY OF EDMOND (21508) | BASIC MONTHLY IT SERVICES | 01-01-00-6373 | \$1,106.86 |
| 1850 | LA TERRA STUDIO, INC. | INVOICE 1850 | 01-01-00-6576 | \$1,000.00 |
| 060115-WEB | INTRINSIC CORPORATION | GIS 3RD QUARTER 2015 WEB HOSTING | 01-05-50-6356 | \$2,250.00 |
| 000845 | GHM ENTERPRISES (1097) | LAUNDRY | 01-07-70-6310 | \$4.20 |
| 000847 | GHM ENTERPRISES (1097) | LAUNDRY | 01-07-70-6310 | \$10.80 |
| 000850 | GHM ENTERPRISES (1097) | LAUNDRY | 01-07-70-6310 | \$7.90 |
| 423/69 | PORTERS TOWING | TOWING OF UNIT TO GMS FUEL C | 01-07-70-6316 | \$252.00 |
| 311/342 | SHAWNS AUTOMOTIVE(21234) | TOWING OF UNIT TO GMS HARRISON | 01-07-70-6316 | \$378.00 |
| JUNE15 PD | SHINEY BAYS CAR WASH | CAR WASHES | 01-07-70-6316 | \$111.80 |
| 041508561 | OKLA DEPARTMENT OF PUBLIC | OLETS MAINTENANCE | 01-07-79-6304 | \$350.00 |
| CA45507 | MARIANNE'S RENTALS (23141) | TENT RENTAL | 01-08-80-6342 | \$450.00 |
| JUNE2015 | SHINEY BAYS CAR WASH | CAR WASH | 01-14-41-6116 | \$166.50 |
| | | Total GENERAL FUND | | \$26,855.10 |
| JUNE15 | SHINEY BAYS CAR WASH | CAR WASHES | 09-09-96-6316 | \$42.00 |
| | | Total FIRE/EMS FUND | | \$42.00 |
| 2035335 | COLTON MIZE | PAINT NEW STEEL DOORS | 20-21-00-6112 | \$90.00 |
| 2241 | HURLEY PLUMBING 267 | SINK FAUCET REPLACEMENT, REPLACE | 20-21-00-6112 | \$213.00 |
| JUNE2015 | OG&E 405 | GPWA | 20-21-00-6305 | \$9,021.71 |
| JUNE2015 | OKLAHOMA NATURAL GAS | MONTHLY BILLING FOR ONG - GPWA | 20-21-00-6307 | \$401.69 |
| 2026612 | MYERS ENGINEERING | VARIOUS PLAN REVIEW, ETC. TASK ORDER | 20-21-00-6373 | |
| | | Total GPWA OPERATING FUND | | \$10,396.40 |
| 7690 | STAPLEGUN DESIGN, INC | 89er Event Print Piece | 45-45-00-6367 | \$1,659.63 |
| 7691 | STAPLEGUN DESIGN, INC | COG Identity Development | 45-45-00-6367 | \$8,131.10 |
| 7692 | STAPLEGUN DESIGN, INC | QOTP Social Promo | 45-45-00-6367 | \$1,600.00 |
| 7778 | STAPLEGUN DESIGN, INC | Social Media Promo | 45-45-00-6367 | \$900.03 |
| | | Total HOTEL/MOTEL TAX FUND | | \$12,290.76 |
| 2957633 | AT&T CAPITAL SERVICES, INC. | PHONE SYSTEM MONTHLY PAYMENT | 54-54-02-6710 | \$925.62 |
| | | Total CAPITAL PROJECTS | | \$925.62 |
| 02-020390-006 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$30.27 |
| 04-045683-001 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$80.47 |
| 04-045759-001 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$73.37 |
| 05-051230-005 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$88.39 |
| 06-060371-010 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$74.01 |
| 06-061430-008 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$70.83 |
| 07-072920-004 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$29.10 |
| 08-083320-004 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$2.28 |
| 09-091290-018 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$3.31 |
| 10-100990-003 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$44.10 |
| 13-133482-008 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$14.21 |
| 99-118026-002 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$50.70 |
| 99-166163-002 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$8.04 |
| 99-996600-002 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$17.36 |
| | | Total UTILITY DEPOSIT FUND | | \$586.44 |
| JUNE2015 | OG&E 405 | AIRPORT | 98-98-00-6305 | \$938.06 |

City of Guthrie - (405) 282-0492
A/P Claims List
from 6/11/2015 to 6/11/2015

| Invoice # | Vendor | Description | Account | Cost |
|-----------|--------|--------------------|---------|-------------|
| | | Total AIRPORT FUND | | \$938.06 |
| | | Total All Funds | | \$52,034.38 |

City of Guthrie -

A/P Claims List

from 6/18/2015 to 6/18/2015

| Invoice # | Vendor | Description | Account | Cost |
|---------------|-----------------------------|---|---------------|--------------------|
| JUNE2015 | C.L.E.E.T. (125) | Municipal Collection for CLEET | 01-00-00-2012 | \$878.08 |
| JUNE2015 | O.S.B.I. (820) | Collection - AFIS and Forensic Fees | 01-00-00-2012 | \$873.24 |
| June2015 | OKLAHOMA DEPARTMENT OF | DPS Vehicle Revolving Fund for Unrestrained | 01-00-00-5497 | \$50.00 |
| JUNE2015 | LOGAN COUNTY CLERK(1135) | Civil Defense Contract - Jan thru June 2015 | 01-01-00-6371 | \$5,208.62 |
| 86517 | JOHN VANCE MOTORS(602) | Purchase of Ford F150 | 01-07-70-6316 | \$1,484.00 |
| June2015 | LOGAN COMMUNITY SERVICES, | Logan County REF Program | 01-07-70-6345 | \$125.00 |
| 5915 | RED DIRT CONSTRUCTION, LLC. | BODY WORK AND PLANT UNIT 127 | 01-12-00-6316 | \$1,600.00 |
| MARCH2015 | OKLA TAX COMMISSION(438) | Oklahoma Sales Tax for Liberty Lake | 01-15-11-6300 | \$0.09 |
| | | Total GENERAL FUND | | \$10,219.03 |
| 2035381 | JAIME MAKER (21662) | REIMBURSEMENT FOR TENNIS SHOES | 09-09-90-6016 | \$50.00 |
| 2035382 | JESSICA WILTON | REIMBURSEMENT FOR TENNIS SHOES | 09-09-90-6016 | \$50.00 |
| 2035383 | SAM KOHLER | REIMBURSEMENT FOR FLAT REPAIR | 09-09-90-6316 | \$5.00 |
| | | Total FIRE/EMS FUND | | \$105.00 |
| JUNE15 | USPS - UNITED STATES POSTAL | POSTAGE | 20-21-00-6309 | \$1,000.00 |
| JUNE2015 | USPS - UNITED STATES POSTAL | POSTAGE | 20-21-00-6309 | \$2,000.00 |
| June2015 | DHH DISPOSAL 22381 | Sanitation Contract | 20-21-00-6348 | \$192.50 |
| | | Total GPWA OPERATING FUND | | \$3,192.50 |
| JUNE2015 | OKLA WATER RESOURCES | AMR and Langston Waterline System | 54-55-23-6714 | \$24,546.84 |
| 2026595 | MYERS ENGINEERING | WATER MAIN TO COYLE ENGINEER | 54-55-27-6373 | \$1,975.60 |
| | | Total CAPITAL PROJECTS | | \$26,522.44 |
| 07-073417-001 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$16.30 |
| 10-100995-008 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$108.27 |
| 11-111653-024 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$76.36 |
| 14-140620-002 | UTILITY DEPOSIT REFUND | | 71-00-00-5555 | \$125.00 |
| | | Total UTILITY DEPOSIT FUND | | \$325.93 |
| | | Total All Funds | | \$40,364.90 |

A/P Claims List

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| Invoice # | Vendor | Description | Account | Cost |
|-----------|-----------------------|--|---------------|------------|
| MAY2015 | BANK OF AMERICA 22774 | Central Office Supplies | 01-01-00-6100 | \$1,279.95 |
| MAY2015 | BANK OF AMERICA 22774 | Janitor/Chemicals Supplies | 01-01-00-6103 | \$625.92 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies | 01-01-00-6110 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Building & Grounds | 01-01-00-6112 | \$519.94 |
| MAY2015 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-01-00-6114 | \$334.86 |
| MAY2015 | BANK OF AMERICA 22774 | Telephone | 01-01-00-6301 | \$1,800.15 |
| MAY2015 | BANK OF AMERICA 22774 | Printing | 01-01-00-6308 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Computer Operations | 01-01-00-6311 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Council Travel/Training | 01-01-00-6314 | \$346.85 |
| MAY2015 | BANK OF AMERICA 22774 | Communications | 01-01-00-6318 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Advertising - Legal Publications | 01-01-00-6334 | \$328.73 |
| MAY2015 | BANK OF AMERICA 22774 | Miscellaneous Services/Charges | 01-01-00-6346 | \$55.00 |
| MAY2015 | BANK OF AMERICA 22774 | Maintenance Agreement | 01-01-00-6347 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Membership Dues | 01-01-00-6350 | \$205.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Services | 01-01-00-6373 | \$3,496.28 |
| MAY2015 | BANK OF AMERICA 22774 | Internet Services | 01-01-00-6381 | \$629.91 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (City Manager) | 01-02-20-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Printing | 01-02-20-6308 | \$169.53 |
| MAY2015 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-02-20-6355 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (HR) | 01-02-24-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Supplies & Operating Expense - GTV 20 | 01-02-24-6126 | \$49.99 |
| MAY2015 | BANK OF AMERICA 22774 | Advertising - Legal Publications | 01-02-24-6334 | \$109.50 |
| MAY2015 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-02-24-6355 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - Building Services | 01-02-25-6016 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (Building Services) | 01-02-25-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies | 01-02-25-6110 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Fuel & Lube | 01-02-25-6118 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-02-25-6316 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (Finance) | 01-03-30-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Printing | 01-03-30-6308 | \$101.21 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-03-30-6317 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Maintenance Agreements | 01-03-30-6347 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Recording/Dues/Subscriptions | 01-03-30-6355 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (Planning) | 01-05-50-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Office Supplies | 01-05-50-6100 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies/Apparel | 01-05-50-6110 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Computer Supplies | 01-05-50-6123 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Printing | 01-05-50-6308 | \$49.34 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-05-50-6316 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-05-50-6317 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Advertising - Legal Publications | 01-05-50-6334 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-05-50-6355 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Services | 01-05-50-6373 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development | 01-05-51-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-05-51-6316 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Advertising - Legal Publications | 01-05-51-6334 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-05-51-6355 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development | 01-06-60-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Literacy Programming Supplies | 01-06-60-6114 | \$110.21 |
| MAY2015 | BANK OF AMERICA 22774 | Library Supplies | 01-06-60-6117 | \$0.00 |

A/P Claims List

from 6/19/2015 to 6/19/2015

| Invoice # | Vendor | Description | Account | Cost |
|-------------|-----------------------|---------------------------------------|---------------|-------------|
| MAY2015 | BANK OF AMERICA 22774 | Library Materials - Print | 01-06-60-6130 | \$1,303.71 |
| MAY2015 | BANK OF AMERICA 22774 | Library Materials - Electronic | 01-06-60-6131 | \$193.41 |
| MAY2015 | BANK OF AMERICA 22774 | Printing | 01-06-60-6308 | \$185.57 |
| MAY2015 | BANK OF AMERICA 22774 | Dues & Subscriptions - Library | 01-06-60-6355 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - PD | 01-07-70-6019 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Employee Physicals | 01-07-70-6030 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals | 01-07-70-6104 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Jail Supplies | 01-07-70-6106 | \$168.40 |
| MAY2015 | BANK OF AMERICA 22774 | K-9 Dog Food/Supplies | 01-07-70-6108 | \$101.38 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies/Apparel | 01-07-70-6110 | \$1,152.92 |
| MAY2015 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-07-70-6114 | \$344.54 |
| MAY2015 | BANK OF AMERICA 22774 | Fuel & Lube | 01-07-70-6118 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Photo/Video Supply | 01-07-70-6120 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Crime Prevention Program | 01-07-70-6122 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Printing | 01-07-70-6308 | \$1,110.35 |
| MAY2015 | BANK OF AMERICA 22774 | Computer Maintenance/Operations | 01-07-70-6311 | \$771.70 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-07-70-6316 | \$7,315.52 |
| MAY2015 | BANK OF AMERICA 22774 | Communications | 01-07-70-6318 | \$787.99 |
| MAY2015 | BANK OF AMERICA 22774 | Collections | 01-07-70-6340 | \$1,665.44 |
| MAY2015 | BANK OF AMERICA 22774 | Special Events | 01-07-70-6342 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Training Program | 01-07-70-6343 | \$444.05 |
| MAY2015 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-07-70-6355 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Uniform Allowance - PD | 01-07-71-6019 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Ammunition | 01-07-71-6105 | \$813.00 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals | 01-07-72-6104 | \$997.72 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies/Apparel | 01-07-72-6110 | \$94.99 |
| MAY2015 | BANK OF AMERICA 22774 | Kennel Supplies | 01-07-72-6114 | \$103.14 |
| MAY2015 | BANK OF AMERICA 22774 | Animal Cages | 01-07-72-6132 | \$0.00 |
| MAY2015 BOA | BANK OF AMERICA 22774 | Vet / Med Expense | 01-07-72-6133 | \$388.50 |
| MAY2015 | BANK OF AMERICA 22774 | Uniform Allowance - CID | 01-07-77-6019 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Photo/Video Supplies | 01-07-77-6120 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Drug Enforcement Program | 01-07-77-6124 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Property/Evidence Supplies | 01-07-77-6323 | \$283.63 |
| MAY2015 | BANK OF AMERICA 22774 | Special Investigation Operations | 01-07-77-6336 | \$78.79 |
| MAY2015 | BANK OF AMERICA 22774 | Uniform Allowance | 01-07-78-6019 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-07-78-6114 | \$126.10 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development | 01-08-80-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Marketing Expenses | 01-08-80-6123 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Printing | 01-08-80-6308 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Special Events - Economic Development | 01-08-80-6342 | \$9.84 |
| MAY2015 | BANK OF AMERICA 22774 | Dues & Subscriptions | 01-08-80-6355 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | ED - Professional Development | 01-08-80-6373 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - Street Dept. | 01-12-00-6016 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Minor Tools | 01-12-00-6102 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals | 01-12-00-6104 | \$612.00 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies | 01-12-00-6110 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Traffic Supplies | 01-12-00-6111 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Street/Sidewalks/Bridges | 01-12-00-6113 | \$16,493.16 |
| MAY2015 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 01-12-00-6114 | \$55.78 |
| MAY2015 | BANK OF AMERICA 22774 | Signs & Materials | 01-12-00-6115 | \$1,315.20 |

A/P Claims List

from 6/19/2015 to 6/19/2015

| Invoice # | Vendor | Description | Account | Cost |
|-----------|-----------------------|--|---------------|--------------------|
| MAY2015 | BANK OF AMERICA 22774 | Fuel & Lube | 01-12-00-6118 | \$82.56 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-12-00-6316 | \$710.41 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-12-00-6317 | \$1,446.17 |
| MAY2015 | BANK OF AMERICA 22774 | Communications | 01-12-00-6318 | \$40.01 |
| MAY2015 | BANK OF AMERICA 22774 | Equipment Rental | 01-12-00-6321 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | License & Certification - Street | 01-12-00-6365 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - Fleet Maintenance | 01-14-00-6016 | \$161.38 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (Fleet Maintenanc | 01-14-00-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Minor Tools | 01-14-00-6102 | \$6.11 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals | 01-14-00-6104 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies | 01-14-00-6110 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Shop Supplies | 01-14-00-6114 | \$15.53 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-14-00-6316 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-14-00-6317 | \$0.03 |
| MAY2015 | BANK OF AMERICA 22774 | Computer Maintenance | 01-14-00-6324 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Reference Books | 01-14-00-6379 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-14-41-6116 | \$2,321.49 |
| MAY2015 | BANK OF AMERICA 22774 | Fuel & Lube | 01-14-41-6118 | \$84.48 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - Parks | 01-15-11-6016 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development | 01-15-11-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Minor Tools | 01-15-11-6102 | \$51.27 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals | 01-15-11-6104 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies | 01-15-11-6110 | \$202.00 |
| MAY2015 | BANK OF AMERICA 22774 | Buildings & Grounds | 01-15-11-6112 | \$1,619.00 |
| MAY2015 | BANK OF AMERICA 22774 | Fuel & Lube | 01-15-11-6118 | \$143.82 |
| MAY2015 | BANK OF AMERICA 22774 | Rec Supplies | 01-15-11-6125 | \$49.66 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 01-15-11-6316 | \$263.62 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 01-15-11-6317 | \$2,944.09 |
| | | Total GENERAL FUND | | \$57,270.83 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - FD/Suppression | 09-09-90-6016 | \$1,352.33 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (FD) | 09-09-90-6048 | \$99.14 |
| MAY2015 | BANK OF AMERICA 22774 | Minor Tools | 09-09-90-6102 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals | 09-09-90-6104 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Food/Humans | 09-09-90-6107 | \$270.83 |
| MAY2015 | BANK OF AMERICA 22774 | FD Safety Supplies | 09-09-90-6110 | \$4.94 |
| MAY2015 | BANK OF AMERICA 22774 | Building & Grounds | 09-09-90-6112 | \$1,117.03 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 09-09-90-6316 | \$1,014.82 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 09-09-90-6317 | \$39.61 |
| MAY2015 | BANK OF AMERICA 22774 | Communications | 09-09-90-6318 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Dues & Subscriptions | 09-09-90-6355 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Certification Equipment | 09-09-90-6362 | \$4,982.17 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - FD/EMS | 09-09-92-6016 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (EMS) | 09-09-92-6048 | \$54.00 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals/Ambulance Supplies | 09-09-92-6104 | \$8,171.25 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies/Apparel | 09-09-92-6110 | \$1,453.58 |
| MAY2015 | BANK OF AMERICA 22774 | Fuel & Lube | 09-09-92-6118 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 09-09-92-6316 | \$166.28 |
| MAY2015 | BANK OF AMERICA 22774 | Communications | 09-09-92-6318 | \$24.39 |
| MAY2015 | BANK OF AMERICA 22774 | Dues & Subscriptions | 09-09-92-6355 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Services | 09-09-92-6373 | \$0.00 |

A/P Claims List

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| Invoice # | Vendor | Description | Account | Cost |
|-----------|-----------------------|---|---------------|--------------------|
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - FD/Admin | 09-09-96-6016 | \$292.99 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (Fire - Admin) | 09-09-96-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Office Supplies | 09-09-96-6101 | \$65.00 |
| MAY2015 | BANK OF AMERICA 22774 | Minor Tools | 09-09-96-6102 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Food/Humans | 09-09-96-6107 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 09-09-96-6114 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Public Education | 09-09-96-6121 | \$179.00 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 09-09-96-6316 | \$99.28 |
| MAY2015 | BANK OF AMERICA 22774 | Communications | 09-09-96-6318 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Dues & Subscriptions | 09-09-96-6355 | \$0.00 |
| | | Total FIRE/EMS FUND | | \$19,386.64 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies | 20-21-00-6110 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Buildings & Grounds (GPWA) | 20-21-00-6112 | \$305.00 |
| MAY2015 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 20-21-00-6114 | \$164.26 |
| MAY2015 | BANK OF AMERICA 22774 | Telephone | 20-21-00-6301 | \$1,072.62 |
| MAY2015 | BANK OF AMERICA 22774 | Printing | 20-21-00-6308 | \$83.52 |
| MAY2015 | BANK OF AMERICA 22774 | Postage | 20-21-00-6309 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Computer Operations | 20-21-00-6311 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-21-00-6317 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Communications | 20-21-00-6318 | \$59.80 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Program | 20-21-00-6339 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Utilities Collection Fees | 20-21-00-6340 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Maintenance Agreements | 20-21-00-6347 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Services | 20-21-00-6373 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (GPWA Admin) | 20-22-00-6048 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - WTP | 20-23-00-6016 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Minor Tools | 20-23-00-6102 | \$158.70 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals/Medical | 20-23-00-6104 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Lab Supplies | 20-23-00-6109 | \$95.00 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Apparel & Supplies | 20-23-00-6110 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Building & Grounds | 20-23-00-6112 | \$173.48 |
| MAY2015 | BANK OF AMERICA 22774 | Annual State Water Testing | 20-23-00-6303 | \$480.00 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 20-23-00-6316 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-23-00-6317 | \$204.91 |
| MAY2015 | BANK OF AMERICA 22774 | Computer Maintenance | 20-23-00-6324 | \$1,064.00 |
| MAY2015 | BANK OF AMERICA 22774 | Publishing Fees | 20-23-00-6334 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Booster Station | 20-23-00-6335 | \$671.82 |
| MAY2015 | BANK OF AMERICA 22774 | License & Certification - Water Plant | 20-23-00-6365 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - WWTP | 20-24-00-6016 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Minor Tools | 20-24-00-6102 | \$471.25 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals | 20-24-00-6104 | \$3,370.75 |
| MAY2015 | BANK OF AMERICA 22774 | Lab Supplies | 20-24-00-6109 | \$1,973.33 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Apparel & Supplies | 20-24-00-6110 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Buildings & Grounds | 20-24-00-6112 | \$473.87 |
| MAY2015 | BANK OF AMERICA 22774 | Fuel & Lube | 20-24-00-6114 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Fuel & Lube | 20-24-00-6118 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Lift Station Maintenance | 20-24-00-6312 | \$1,800.44 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 20-24-00-6316 | \$83.21 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-24-00-6317 | \$284.47 |
| MAY2015 | BANK OF AMERICA 22774 | Required/Mandatory Testing | 20-24-00-6357 | \$0.00 |

A/P Claims List

from 6/19/2015 to 6/19/2015

| Invoice # | Vendor | Description | Account | Cost |
|---------------|-----------------------|--|---------------|--------------------|
| MAY2015 | BANK OF AMERICA 22774 | License & Certification | 20-24-00-6365 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - Convenience Ctr. | 20-26-00-6016 | \$175.37 |
| MAY2015 | BANK OF AMERICA 22774 | Minor Tools | 20-26-00-6102 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Apparel & Supplies | 20-26-00-6110 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Building & Grounds | 20-26-00-6112 | \$15.56 |
| MAY2015 | BANK OF AMERICA 22774 | Miscellaneous Supplies | 20-26-00-6114 | \$52.98 |
| MAY2015 | BANK OF AMERICA 22774 | Fuel & Lube | 20-26-00-6118 | \$54.99 |
| MAY2015 BOA C | BANK OF AMERICA 22774 | | 20-26-00-6316 | (\$117.26) |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 20-26-00-6316 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-26-00-6317 | \$184.34 |
| MAY2015 | BANK OF AMERICA 22774 | Uniforms - Line Maintenance | 20-27-00-6016 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Minor Tools | 20-27-00-6102 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals | 20-27-00-6104 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Apparel & Supplies | 20-27-00-6110 | \$27.02 |
| MAY2015 | BANK OF AMERICA 22774 | Buildings and Grounds | 20-27-00-6112 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Fuel & Lube | 20-27-00-6118 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Water/Sewer Maintenance | 20-27-00-6119 | \$2,127.31 |
| MAY2015 | BANK OF AMERICA 22774 | Water Meters | 20-27-00-6129 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Street/Sidewalks | 20-27-00-6313 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 20-27-00-6316 | \$46.52 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-27-00-6317 | \$2,006.79 |
| MAY2015 | BANK OF AMERICA 22774 | Miscellaneous Services/Charges | 20-27-00-6346 | \$85.51 |
| MAY2015 | BANK OF AMERICA 22774 | License & Certification - Line Maintenance | 20-27-00-6365 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | License & Certification | 20-27-00-6365 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Chemicals | 20-29-00-6104 | \$1,253.00 |
| MAY2015 | BANK OF AMERICA 22774 | Building & Grounds | 20-29-00-6112 | \$3,449.06 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 20-29-00-6317 | \$0.00 |
| | | Total GPWA OPERATING FUND | | \$22,351.62 |
| MAY2015 | BANK OF AMERICA 22774 | Library: State Aid (ODL) | 30-30-06-6541 | \$4,926.29 |
| MAY2015 | BANK OF AMERICA 22774 | Police: OSBI Grant | 30-30-07-6357 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Bullet Proof Vest Grant | 30-30-07-6597 | \$0.00 |
| | | Total GRANTS FUND | | \$4,926.29 |
| MAY2015 | BANK OF AMERICA 22774 | Promotion of Tourism | 45-45-00-6367 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Pool Improvements | 45-45-00-6509 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Highland Hall and Park Repairs | 45-45-00-6531 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Park Improvements | 45-45-00-6545 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Lake Improvements | 45-45-00-6546 | \$268.32 |
| | | Total HOTEL/MOTEL TAX FUND | | \$268.32 |
| MAY2015 | BANK OF AMERICA 22774 | All Copier Lease | 54-54-02-6705 | \$2,067.04 |
| MAY2015 | BANK OF AMERICA 22774 | E911 | 54-54-07-6514 | \$0.00 |
| | | Total CAPITAL PROJECTS | | \$2,067.04 |
| MAY2015 BOA | BANK OF AMERICA 22774 | Sewer Line Rehab | 55-55-00-6547 | \$52.44 |
| | | Total CMOM Fee | | \$52.44 |
| MAY2015 | BANK OF AMERICA 22774 | Building & Grounds | 72-72-00-6112 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Tent & Burial Supplies | 72-72-00-6554 | \$0.00 |
| | | Total CEMETERY CARE FUND | | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Development (Airport) | 98-98-00-6048 | \$151.51 |

A/P Claims List

from 6/19/2015 to 6/19/2015

| Invoice # | Vendor | Description | Account | Cost |
|-----------|-----------------------|-------------------------------|---------------|---------------------|
| MAY2015 | BANK OF AMERICA 22774 | Office Supplies | 98-98-00-6101 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Minor Tools | 98-98-00-6102 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Safety Supplies/Apparel | 98-98-00-6110 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Building & Grounds | 98-98-00-6112 | \$58.00 |
| MAY2015 | BANK OF AMERICA 22774 | Telephone & Internet | 98-98-00-6301 | \$341.36 |
| MAY2015 | BANK OF AMERICA 22774 | Printing | 98-98-00-6308 | \$4.69 |
| MAY2015 | BANK OF AMERICA 22774 | Airport Beacon | 98-98-00-6315 | \$36.52 |
| MAY2015 | BANK OF AMERICA 22774 | Vehicle Maintenance | 98-98-00-6316 | \$0.00 |
| MAY2015 | BANK OF AMERICA 22774 | Machine/Equipment Maintenance | 98-98-00-6317 | \$44.08 |
| MAY2015 | BANK OF AMERICA 22774 | Professional Services | 98-98-00-6373 | \$0.00 |
| | | Total AIRPORT FUND | | \$636.16 |
| | | Total All Funds | | \$106,959.34 |

A/P Claims List

from 6/25/2015 to 6/25/2015

| Invoice # | Vendor | Description | Account | Cost |
|-----------|--------------------------|--|---------------|-------------------|
| 2035390 | JIM AHLGREN (21811) | MILEAGE TO OKC METRO EMPLOYER CO | 01-02-24-6047 | \$59.28 |
| 2035400 | LARRY PANNELL (23150) | MILEAGE REIMBURSEMENT | 01-02-24-6047 | \$407.10 |
| 2072 | A CUT ABOVE LAWN SERVICE | 2 112 E LOGA N #2130 412 N 16TH #2072 71 | 01-05-51-6353 | \$80.00 |
| 2075 | A CUT ABOVE LAWN SERVICE | 2 112 E LOGA N #2130 412 N 16TH #2072 71 | 01-05-51-6353 | \$160.00 |
| 2092 | A CUT ABOVE LAWN SERVICE | 2 112 E LOGA N #2130 412 N 16TH #2072 71 | 01-05-51-6353 | \$120.00 |
| 2130 | A CUT ABOVE LAWN SERVICE | 2 112 E LOGA N #2130 412 N 16TH #2072 71 | 01-05-51-6353 | \$100.00 |
| 2158 | A CUT ABOVE LAWN SERVICE | 2 112 E LOGA N #2130 412 N 16TH #2072 71 | 01-05-51-6353 | \$60.00 |
| 2159 | A CUT ABOVE LAWN SERVICE | 2 112 E LOGA N #2130 412 N 16TH #2072 71 | 01-05-51-6353 | \$100.00 |
| 2164 | A CUT ABOVE LAWN SERVICE | 2 112 E LOGA N #2130 412 N 16TH #2072 71 | 01-05-51-6353 | \$65.00 |
| 109 | CHRIS EDWARDS (23118) | PRE-EMPLOYMENT PLOYGRAPH EXAMS | 01-07-70-6030 | \$200.00 |
| 2035396 | O.S.B.I. (820) | ODIS SUPPORT/MAINTENANCE JAN-JUN | 01-07-70-6311 | \$1,562.00 |
| 208 | CARRIE FRYAR | FULL PAGE COLOR AD IN THE MRS. OKLA | 01-08-80-6123 | \$150.00 |
| | | Total GENERAL FUND | | \$3,063.38 |
| 2026621 | MYERS ENGINEERING CORPOR | SERVICES FOR WALL MAP OF FIRE HYDR | 20-21-00-6373 | \$110.00 |
| | | Total GPWA OPERATING FUND | | \$110.00 |
| | | Total All Funds | | \$3,173.38 |