

AMENDED AGENDA

**GUTHRIE PUBLIC SCHOOLS
BOARD OF EDUCATION
SPECIAL MEETING
VIDEOCONFERENCE**

**TUESDAY
JULY 28, 2020
6:00 P.M.**

This meeting is being conducted entirely by videoconference, pursuant to the Oklahoma Open Meeting Act, as amended by Senate Bill 661. There is no physical site or location for this meeting. Each member of the Board of Education will be appearing for the meeting remotely using videoconferencing. Members of the public may access and watch the meeting at: https://www.facebook.com/Guthrie-Public-Schools-227858607250575/?eid=ARBRzsg4q-MGPLzmwYd0lWTZyppm7Boryma8Vn689DUplHG5h6UWzjrO3xveDRzt_zVL3weFOXMTmuFn. If the audio is disconnected during the meeting, then the meeting will be stopped and reconvened once the audio connection is restored. If the audio connection has not been restored within 15 minutes, then the meeting will be reconvened via videoconference on July 29, 2020 at 6:00 p.m.

AGENDA:

- 1. Call to Order**
- 2. Roll Call**
- 3. Establish a Quorum**
- 4. Pledge of Allegiance**
- 5. Moment of Silence**
- 6. Discussion, consideration and vote to adopt a Resolution approving a Lease-Purchase Agreement with Innovative Mechanical, LLC for the lease purchase of two HVAC Chillers to be located at the District's Junior High School and at the GUES School and authorizing the Superintendent to execute and deliver the Lease-Purchase Agreement and all related documentation and to take all actions necessary to complete the transaction**
- 7. Proposed executive session to discuss an appointment for assistant principal at Guthrie Junior High School as authorized by 25 OKLA. STAT. Section 307 (B) 1**
 - A. Vote to go into executive session**
 - B. Acknowledge Board's return to open session**
 - C. Statement of minutes of executive session**
- 8. Recommendation, consideration and action to hire an assistant principal at Guthrie Junior High School for 2020-2021**

9. Adjourn

**Dr. Mike Simpson
Superintendent**

jf

Posted by: _____

Date: _____ **Time:** _____

Place: _____

LEASE-PURCHASE AGREEMENT

THIS LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of July 28, 2020, is entered into by and between **INNOVATIVE MECHANICAL, LLC** ("Lessor") and **INDEPENDENT SCHOOL DISTRICT NO. 1 OF LOGAN COUNTY, OKLAHOMA a/k/a GUTHRIE PUBLIC SCHOOLS** ("Lessee").

In consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. **Term and Payments.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit "A" hereto (the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit "B" hereto. Except as specifically provided herein, the obligation of the Lessee to make the Lease Payments called for in Exhibit "B" hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The initial term of this Agreement will extend from the date hereof until June 30, 2021 (the "Initial Term"). Thereafter the Agreement may be renewed by mutual ratification for successive fiscal years each beginning on July 1st and ending on June 30th (each a "Renewal Term"). In accordance with OKLA. STAT. tit. 62, § 430.1 and OKLA. STAT. tit. 70, § 5-117, continuation of this Agreement past the current 2020-2021 fiscal year is dependent upon mutual ratification by Lessee and Lessor.

2. **Non-Ratification.** Lessee is obligated only to pay such Lease Payments under this Agreement as may be lawfully made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to ratify the Agreement following the then current Initial Term or Renewal Term, the Agreement shall be deemed terminated at the end of the then current Initial Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination within thirty (30) days following the end of the then current Initial Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Initial Term or Renewal Term.

3. **Taxes.** Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Agreement. It is the intent and understanding of the parties that the Property shall be exempt from ad valorem taxation during Lessee's possession thereof pursuant to the terms of this Agreement. Lessee shall, however, pay all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Agreement, Lessee shall promptly reimburse Lessor therefore.

4. **Lessee's Covenants and Representations.** Lessee covenants and represents as follows:

(a) Lessee represents that it has full power and authority to enter into this Agreement, that the Agreement has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct; and

(e) Lessee's right to terminate this Agreement as specified in Sections 1 and 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State of Oklahoma.

5. **Title.** During the term of this Agreement, title to the Property shall be retained by Lessor. Lessee shall not have any right, title or interest in the Property except as expressly set forth in this Agreement. Upon the occurrence of an Event of Default or non-ratification as set forth in Section 2, the Lessee will surrender possession of the Property to the Lessor. When the Lessee, by prepayment or by payment as scheduled under Exhibit "B", shall have paid a sum equal to the Purchase Price plus interest at the agreed rate, the Property shall become the Property of the Lessee and Lessor agrees to execute and deliver to Lessee a good and sufficient bill of sale or other proper evidence of title thereto.

6. **Repairs, Alterations and Improvements.** Lessor shall not be obligated to replace, maintain or make any repairs to the Property during the term of this Agreement or any renewal thereof, except pursuant to the one-year parts and labor warranty on the Property. At the expiration or termination of this Agreement, or any extension or renewal thereof, for any reason except Lessee's exercise of its purchase option, Lessee shall surrender the Property in good condition, allowance being made for ordinary wear and tear from proper use.

7. **Liens.** Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, or any interest therein, except the respective rights of Lessor and Lessee hereunder.

8. **Damage to or Destruction of Property.** Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from any other obligation under this

Agreement including the obligation to pay rent. In the event of damage to the Property, Lessee will immediately place the same in good repair. If Lessee determines that the Property has been damaged or destroyed beyond repair, the Lessee may, at Lessee's option, elect to pay Lessor all amounts then owed by Lessee to Lessor under the terms of this Agreement, including the Lease Payment due on the next Lease Payment Date and an amount equal to the applicable Option to Purchase Value set forth in Exhibit "B". Upon payment of said amount, this Agreement shall terminate, the Lessor shall convey its interest in the Property to Lessee, and neither party shall have any further obligations to the other.

9. **Insurance.** Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance, insuring the replacement cost of the Property against loss or damage by customary risks, with minimum coverage of not less than the amount of the unpaid principal portion of the Lease Payments as of the last preceding Payment Date specified in Exhibit "B". All insurance policies shall be with insurers authorized to do business in the State of Oklahoma and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable jointly to the Lessor and Lessee. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy.

10. **Quiet Possession.** Lessor covenants and warrants that Lessor has the right to make this Lease and that Lessee shall, during the Lease Term, have quiet and peaceful possession of the Property as against the lawful acts of third parties. Except for the right to quiet possession of the Property, the Lessor makes no representations or warranties, express or implied, and assumes no obligation to the Lessee with respect to the title of the Property, its merchantability, or to the condition, quality or fitness of the Property for any particular purpose.

11. **Option to Purchase.** Upon payment of the principal amount (Purchase Price), plus interest at the interest rate set forth in Exhibit "B", (whether by prepayment or by scheduled payments) the Property shall belong to the Lessee and the Lessor shall execute and deliver a bill of sale to the Lessee in a form reasonably acceptable to Lessee's counsel conveying the Property, free of any lien, encumbrance or security interest created or permitted and not discharged by Lessor. Upon Lessee's payment of the financed amount plus interest, whether by prepayment or by payment of the lease payments for the Term hereof, and Lessor's delivery of a Bill of Sale to Lessee, this Agreement shall terminate, except as to obligations or liabilities accruing hereunder prior to such termination.

12. **Default and Lessor's Remedies.**

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply, in any material respect, with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and dispose of the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable

hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith; or

(4) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession.

Under no circumstances shall Lessee be liable under this subsection (b) for any amount in excess of the sum due hereunder for previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years.

13. **Termination.** Unless Lessee has exercised its option to purchase pursuant to Section 11 hereof, Lessee shall, upon any early termination pursuant to the terms of this Agreement, surrender the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use excepted.

14. **Assignment.** Without Lessor's prior written consent, Lessee will not assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property. Lessor may assign its right, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge receipt of such assignments in writing if so required.

15. **Lessor's Right to Perform for Lessee.** If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

16. **Interest on Default.** If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

17. **Notices.** Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

18. **Miscellaneous.**

(a) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(b) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma.

(c) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(e) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(f) Lessee will immediately notify Lessor of any loss to or damage to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or of any Event of Default.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of July, 2020.

INNOVATIVE MECHANICAL, LLC

Address:

**7413 NW 84th
Oklahoma City, OK 73132**

By _____
Manager

“LESSOR”

**INDEPENDENT SCHOOL DISTRICT NO. 1
OF LOGAN COUNTY, OKLAHOMA, a/k/a
GUTHRIE PUBLIC SCHOOLS**

Address:

**802 East Vilas
Guthrie, OK 73044**

By _____
Dr. Mike Simpson, Superintendent

“LESSEE”

EXHIBIT “A”

DESCRIPTION OF PROPERTY

**SCHOOL LEASE-PURCHASE AGREEMENT BY AND BETWEEN
Innovative Mechanical, LLC, Lessor
and
Independent School District No. 1 of Logan County, Oklahoma (Guthrie Public Schools),
Lessee
Dated as of July 28, 2020**

1. HVA Chiller located and installed at Guthrie Middle School
2. HVAC Chiller located and installed at Guthrie GUES School

EXHIBIT "B"

**SCHEDULE OF PAYMENTS
AND OPTION TO PURCHASE PRICE**

**SCHOOL LEASE-PURCHASE AGREEMENT BY AND BETWEEN
Innovative Mechanical, LLC, Lessor
and
Independent School District No. 1 of Logan County, Oklahoma (Guthrie Public Schools),
Lessee
Dated as of July 28, 2020**

Purchase Price: \$217,702
Interest Rate: 5.80%

<u>PMT NO.</u>	<u>PMT DATE MO. DAY YR.</u>	<u>TOTAL PAYMENT</u>	<u>INTEREST PAID</u>	<u>PRINCIPAL PAID</u>	<u>OPTION TO PURCHASE after pmt on this line</u>
1	7/28/2020	50,000.00	0.00	50,000.00	167,702.00
2	7/28/2021	91,214.57	9,726.72	81,487.85	86,214.15
3	7/28/2022	91,214.57	5,000.42	86,214.15	0.00

See Attached Schedule.

RESOLUTION

**A RESOLUTION REGARDING A LEASE PURCHASE AGREEMENT FOR THE
PURPOSE OF PROCURING PROPERTY**

WHEREAS, the Independent School District No. 1 of Logan County, Oklahoma, a/k/a Guthrie Public Schools (the "School District") desires to enter into a Lease Purchase Agreement with Innovative Mechanical, LLC dated July 28, 2020 (the "Lease Purchase Agreement"), in the form attached hereto as Exhibit "A", for the purpose of procuring the property described therein (the "Property"); and

WHEREAS, the School District desires to designate Dr. Mike Simpson, the Superintendent, as an authorized signer of the Lease-Purchase Agreement and all other instruments necessary to effectuate the intent of the parties and to complete the transaction as contemplated.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION:

Section 1. That the Lease Purchase Agreement is hereby approved and affirmed.

Section 2. That the School District designates Dr. Mike Simpson, Superintendent, as an authorized signer of the Lease-Purchase Agreement and all related documentation, certifications and instruments and authorizes the Superintendent, the President or Vice-President and the Clerk of the Board of Education, on behalf of the School District, to take all further actions as may be necessary to effectuate the intent of the parties and to complete the transaction as contemplated.

Section 3. That the School District desires to designate its obligation under the Lease Purchase Agreement, for purposes of Section 265(b)(3) of the Internal Revenue Code, as a "Qualified Tax-Exempt Obligation" and further desires to certify that not more than \$10,000,000 in tax exempt aggregate principal obligations have been or shall be issued by the School District during the calendar year 2020.

PASSED AND APPROVED by the Board of Education of the Independent School District No. 1 of Logan County, Oklahoma, a/k/a Guthrie Public Schools in a meeting held on the 28th day of July, 2020.

Signature

Printed Name

President, Board of Education

Title

ATTEST:

Clerk of the Board