61st City Council
Mayor Chuck Burtcher
Ward I – Trey Ayers, John Wood **Ward II** – Mary Coffin, Patty Hazlewood
Ward III – Sheri Mueller, Gaylord Z. Thomas

GUTHRIE PUBLIC WORKS AUTHORITY
City Hall – 101 North 2ND Street, Guthrie, Oklahoma
Council Chambers
February 5, 2013 at 7:00pm

AGENDA

1. Call to Order
2. Community Announcements and Recognitions
3. Consent Agenda
   All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
   A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held January 15, 2013 3
   B. Consider approval of Claims 5
   C. Consider approval to solicit bids for a liquid chlorine system for the Wastewater Treatment Plant 11
   D. Consider approval of the receipt of the Permit to Construct as required by the Oklahoma Department of Environmental Quality (DEQ) for a liquid chlorine system for the Wastewater Treatment Plant 12
   E. Consider approval of Agreement for Recycling Center with the Guthrie Public Works Authority and Outback Resources for the purpose of operating a public recycling center located at 1923 South Division Street 16
4. Adjourn.

CITY COUNCIL MEETING

1. Call to Order
2. Consent Agenda
   All matters listed will be enacted by one motion unless a request is made for discussion by any councilmember or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
   A. Consider approval of minutes of the City Council Workshop Meeting held on January 15, 2013 19
   B. Consider approval of minutes of the Regular City Council Meeting held on January 15, 2013 23
   C. Consider approval of Claims (see page 5) 27
   D. Consider approval of Land Use Agreement located north of Cottonwood Flats 28
   E. Consider approval to surplus the Channel 20 media player and offer it for sale to the Guthrie Chamber of Commerce 32
   F. Consider approval to surplus 2 Mossberg 12 Gauge Shotguns, 1 Remington 1187 12 Gauge Shotgun, 1 Winchester 22 Rifle, 1Ruger M-77 308 Rifle and wood gun stocks 33
   G. Consider approval to surplus 10 small damaged stainless steel animal cages and donate to City of Hobart 34
   H. Consider approval of agreement with the Fogarty Heights Neighborhood Association to install street sign toppers to the street signs of Fogarty Heights Neighborhood 37
   I. Consider approval to authorize request from City of Guthrie Employee Sue Snow for an early retirement, 5 years certain and life, from the City's retirement plan 41

J. Consider approval for the City of Guthrie Library to submit an application to the Dollar General Literacy Foundation for an adult literacy grant 42
K. Consider approval for the City of Guthrie Library to submit an application to the Dollar General Literacy Foundation for a youth literacy grant 43
L. Consider approval to enter into a Lease Agreement with Mark Spradlin for the property located at 1817 North Academy 44
M. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 3, Baron Exploration Co. 51
N. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 4, Brian Gregg. 55
O. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 6, Pegasus Properties, LLC 59
P. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 7, Stanley K. Young 63
Q. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 7A, ABA Contractor, Inc. 67
R. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 8, Lloyd R. Cowger 71
S. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 10, Keith Northup 75
T. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 10, Bancfirst 79
U. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 11, Leonard P. Patterson Living Trust 83
V. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 13, Gale Braden and Barbara Braden 87
W. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 14, Randall K. Calvert 91
X. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 18, Bross Enterprises Inc. 95
Y. Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 19, Bross Enterprises, Inc. 99

3. Public Hearing and consider approval of a request by Tom Bertrand for a Special Use Permit to build a duplex in an area zoned R-1 (Single Family Residential), located at 723 N. 20th Street 103
4. Consider approval of Ordinance No. 3246, amending Chapter 2, Article 1 of the Guthrie Code of Ordinances by prohibiting alcohol advertisement at City sponsored events 113
5. Consider approval of Ordinance No. 3247 amending the Oklahoma Municipal Retirement Fund (OMRF) for the position of the City Manager and Joinder Agreement and declaring an emergency 115
6. Consider approval of rehabilitation of the Highland Hall parking area and the entrance pillars into Highland Park, and the addition of a new skate board event to the Ritzhaupt Skate Park as recommended by the Guthrie Park Advisory Board 122
7. Consider approval to surplus two pickup trucks in the Parks Department due to age and availability of replacement parts and allow for disposal in a way that is most advantageous to the City of Guthrie 123
8. Consider approval of Resolution No. 2013-02 authorizing sponsorships/donations to help provide a revenue source of funding for equipment upgrades at Channel 20 129
9. City Managers Report.
10. Requests/Comments from Members of the City Council.
11. Adjourn.

Agenda posted on the bulletin board in the lobby of City Hall before 5:00pm on Friday February 1, 2013. The City of Guthrie encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The city may waive the 48 hours rule if signing is not the necessary accommodation.

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

January 15, 2013

The regular meeting of the Guthrie Public Works Authority was posted on Friday, January 11, 2013 before 5:00 p.m. and held January 15, 2013 in the Guthrie City Hall Council Chambers.

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

Pledge of Allegiance was led by Chairman Chuck Burtcher.

Chairman Chuck Burtcher called the meeting to order at 7:03 p.m.

Members Present:	Chuck Burtcher	Trey Ayers	Gaylord A. Thomas
	John Wood	Mary Coffin	Patty Hazlewood
	Sheri Mueller		
Members Absent:	None		
Staff Present:	Sereniah Breland	Randel Shadid	Wanda Calvert
	Aaron Ryburn	Eric Harlow	Rene Spineto
	Cyndi Selinger	Jim Ahlgren	Maxine Pruitt

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

Community Announcements and Recognitions. Chairman Burtcher and Fire Chief Eric Harlow recognized Rodney Davison and Charles Stowe for their twenty-five years of service and retirement.

Fire Chief Eric Harlow announced six promotions within the Fire Department: Captains Rob Bukofzer and Erin Jones were each promoted to Battalion Chief; Lieutenants Dale Haggard and Jaime Maker were each promoted to Captain; and Firefighters Mike Nivens and Ryan Reeves were each promoted to Lieutenant.

Ms. Lucy Swanson presented the Chamber of Commerce/Convention and Visitors Bureau Quarterly Report.

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

A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on December 18, 2012.

B. Consider approval of claims:

GPWA Fund:	Claims	$247,942.41
Water Treatment Plant Fund:	Claims	$ 6,602.40
CMOM Fund:	Claims	$ 2,250.00
Utility Deposits Fund:	Claims	$ 820.50
	Total Claims:	$257,615.31

C. Consider approval of awarding Bid No. 2012-11, Water System Improvements - Raw Water Main Air Relief Valves and Blow-Off Valve Installation, to HTM Underground, of Blanchard, Oklahoma, for the low bid of $55,560.48.

D. Consider approval of FY 2012 Budget Amendment No. 15 increasing the budget for the General Fund, Guthrie Job Corps Center Sale Fund, Airport Grant Fund and 2010 Airport Escrow Fund.

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

Aye: Burtcher, Ayers, Wood, Coffin, Thomas, Hazlewood, Mueller
Nay: None

Chairman Burtcher declared the motion carried unanimously.

Adjourn. There being no further business for the Guthrie Public Works Authority Trustees, Chairman Burtcher declared the meeting adjourned at 7:21 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman

GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

February 5, 2013

I hereby certify the purchase orders listed have been issued and encumbered against the available balance of the authorized appropriated accounts and that the department head and/or officer in charge of those accounts has certified that the procurements were necessary to the proper conduct of activities; that the merchandise and/or services have been satisfactorily received or utilized; and that the purchase orders are now a true and just debt of the Guthrie Public Works Authority. These purchase orders are therefore presented to you to be presented to the governing body for consideration as claims for payment.

_____

Kim Biggs
Purchasing Agent

Monthly Claims Approved as per Ordinance No. 2973 by City Manager

_____

Sereniah Breland
City Manager

City of Guthrie
A/P Claims List
from 1/17/2013 to 1/17/2013

Invoice #	Vendor	Description	Account	Cost
No. 0027	NAOMI RUTH LAUSON 22921	Refund Animal Bond Adoption No. 0027	01-00-00-2017	$25.00
		Total		**$25.00**
		Total		**$25.00**
JANUARY 2013	OG&E 405	Monthly Billing for Electric	01-01-00-6305	$3,643.37
JANUARY 2013	OG&E 405	Monthly Billing for Electric	01-01-00-6306	$10,907.22
2034128	CITY OF EDMOND (21508)	Provide basic monthly IT Services per contrac	01-01-00-6311	$1,106.86
		Total		**$15,657.45**
		Total GENERAL GOVERNMENT		**$15,657.45**
KERRY LEWIS	KERRY LEWIS 22923	SGR CLASS MEAL REIMBURSEMENT	01-15-11-6048	$12.10
STEVEN SMITH	STEVEN SMITH 22922	SGR MEAL REIMBURSEMENT	01-15-11-6048	$29.20
		Total PARKS		**$41.30**
		Total PARKS & PUBLIC GROUNDS		**$41.30**
		Total GENERAL FUND		**$15,723.75**
1211581.	WASTE CONNECTIONS, INC (210		20-00-00-5466	($250.00)
		Total		**($250.00)**
		Total		**($250.00)**
JANUARY 2013	OG&E 405	Monthly Billing for Electric	20-21-00-6305	$9,127.46
1211581	WASTE CONNECTIONS, INC (210	Sanitation Service Agreement	20-21-00-6348	$70,630.70
		Total		**$79,758.16**
		Total PUBLIC WORKS GENERAL		**$79,758.16**
1211581	WASTE CONNECTIONS, INC (210	Sanitation Service Agreement	20-26-00-6375	$3,658.53
		Total		**$3,658.53**
		Total CONVENIENCE CENTER		**$3,658.53**
		Total GPWA OPERATING FUND		**$83,166.69**
DECEMBER 20	GUTHRIE CHAMBER OF COMME	Guthrie Chamber Contract	45-45-00-6367	$31,189.15
		Total		**$31,189.15**
		Total HOTEL/MOTEL-TOURISM		**$31,189.15**
		Total HOTEL/MOTEL TAX FUND		**$31,189.15**
JANUARY 2013	OG&E 405	Monthly Billing for Electric	98-98-00-6305	$433.59
		Total		**$433.59**
		Total AIRPORT FUND		**$433.59**
		Total AIRPORT FUND		**$433.59**
		Total All Funds		**$130,513.18**

City of Guthrie 1/25/2013 3:46pm
A/P Claims List
1/25/2013 to 1/25/2013

Invoice #	Vendor	Description	Account	Cost
6577	MESO (126)	Drug Testing for the Last Half of 2012 46	01-01-00-6031	$816.50
000636	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	$3.60
0002075	HURLEY PLUMBING 267	Plumbing Repairs	01-01-00-6112	$78.95
Mileage	PATTY HAZLEWOOD 22924	(RW#1 Court Case) Reimbursement for	01-01-00-6314	$41.27
		Total		**$940.32**
		Total GENERAL GOVERNMENT		**$940.32**
Postage..	RANDEL C. SHADID (20656)	Postage - Reimbursement, etc.	01-02-20-6054	$18.90
		Total CITY MANAGER		**$18.90**
120531-56044-1	GARY ANDERSON 22925	Arbitrator Fee for FOP Promotion Issue	01-02-24-6373	$300.00
		Total HUMAN RESOURCES		**$300.00**
		Total ADMINISTRATION		**$318.90**
442	A CUT ABOVE LAWN SERVICE	Abatements	01-05-51-6354	$80.00
		Total CODE COMPLIANCE		**$80.00**
		Total PLANNING		**$80.00**
1681	CHARLIES ELECTRIC INC. 97	REPAIR TO HISTORICAL LIGHTING	01-12-00-6113	$641.12
		Total		**$641.12**
		Total STREET		**$641.12**
676506	GOOCH-SMITH ELECTRIC (1279)	Electrical Repairs	01-15-11-6112	$444.00
0001966	HURLEY PLUMBING 267	Plumbing Repairs	01-15-11-6112	$55.00
		Total PARKS		**$499.00**
		Total PARKS & PUBLIC GROUNDS		**$499.00**
		Total GENERAL FUND		**$2,479.34**
3799	FORMS PLUS (185)	Utility Bills and #9 Return Envelope for	20-21-00-6308	$783.01
		Total		**$783.01**
		Total PUBLIC WORKS GENERAL		**$783.01**
Mileage...	MAXINE PRUITT (1915)	Mileage FY 2012-2013	20-22-00-6047	$187.00
Mileage..	VALERIE EPPERSON (329)	Mileage FY 2012-2013	20-22-00-6047	$64.27
		Total		**$251.27**
		Total PUBLIC WORKS ADMINISTRATION		**$251.27**
96260	SOUTHWEST CHEMICAL (20977)	Water Treatment Plant Chemicals	20-23-00-6104	$1,350.00
		Total		**$1,350.00**
		Total WATER PLANT		**$1,350.00**
1357	URBAN CONTRACTOR (21326)	Emergency Fix Sewer Repairs at Cottage	20-27-00-6119	$1,200.00
		Total		**$1,200.00**
		Total LINE MAINTENANCE		**$1,200.00**
		Total GPWA OPERATING FUND		**$3,584.28**
2023605	MYERS ENGINEERING	Preliminary and Final Design, Bidding and	54-55-27-6373	$5,480.51
		Total LINE MAINTENANCE		**$5,480.51**
		Total INFRASTRUCTURE		**$5,480.51**

A/P Claims List

1/25/2013 to 1/25/2013

Invoice #	Vendor		Description	Account	Cost
			Total CAPITAL PROJECTS		**$5,480.51**
02-023730-016	Utility Deposit/Refund			71-00-00-5555	$128.31
02-023771-005	Utility Deposit/Refund			71-00-00-5555	$10.91
08-080210-005	Utility Deposit/Refund			71-00-00-5555	$27.21
08-080830-006	Utility Deposit/Refund			71-00-00-5555	$127.94
11-111840-001	Utility Deposit/Refund			71-00-00-5555	$22.83
			Total		**$317.20**
			Total		**$317.20**
			Total UTILITY DEPOSIT FUND		**$317.20**
11071360-8	GARVER	22519	AIP Admin Services #3-40-0036-013-2012	98-98-94-6373	$15,470.00
			Total AIRPORT IMPROVEMENTS		**$15,470.00**
2023437	MYERS ENGINEERING		Engineering Services Water and Sanitary	98-98-95-6373	$1,105.00
			Total UTILITIES COMMERCIAL HANGARS		**$1,105.00**
			Total AIRPORT FUND		**$16,575.00**
			Total AIRPORT FUND		**$16,575.00**
			Total All Funds		**$28,436.33**

City of Guthrie 1/31/2013 2:38pm
A/P Claims List
1/31/2013 to 1/31/2013

Invoice #	Vendor	Description	Account	Cost
5695	AIR TRON MECHANICAL INC	Heat and Air Repair	01-01-00-6112	$966.00
0001963	HURLEY PLUMBING 267	Plumbing Repairs	01-01-00-6112	$56.20
FEBRUARY	O.M.A.G. (21303)	Building/Property Monthly Payment	01-01-00-6326	$3,433.07
FEBRUARY 2013	O.M.A.G. (21302)	Workers' Compensation Monthly Payment	01-01-00-6326	$10,204.19
FEBRUARY	O.M.A.G. (425)	Auto/Liability Monthly Payment	01-01-00-6326	$4,240.13
7101	CRAWFORD &	Professional Services-Accounting and	01-01-00-6330	$1,227.50
2034277	COLOMBUS BANK & TRUST CO.	Deposit to Support Aflac Flex Spending	01-01-00-6373	$1,000.00
		Total		**$21,127.09**
		Total GENERAL GOVERNMENT		**$21,127.09**
2034271	DEWART- GUMERSON	Renew Treasurer and City Manager Bond	01-03-30-6331	$750.00
		Total FINANCE		**$750.00**
		Total FINANCE		**$750.00**
0000632	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	$8.40
000635	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	$2.40
000637	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	$6.60
000639	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	$7.20
000640	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	$10.80
		Total POLICE ADMINISTRATION		**$35.40**
04-1305056	OKLA DEPARTMENT OF PUBLIC	OLETS Maintenance	01-07-79-6304	$350.00
		Total COMMUNICATIONS		**$350.00**
		Total POLICE		**$385.40**
		Total GENERAL FUND		**$22,262.49**
46009	OSU/FIRE SERVICE TRAINING	Lieutenant and Battalion Chief Promotional	09-09-90-6048	$3,000.00
		Total SUPPRESSION		**$3,000.00**
LIC 152	OKLA STATE DEPT OF HEALTH	EMS License for Ambulance Service	09-09-92-6373	$140.00
		Total EMS		**$140.00**
		Total FIRE		**$3,140.00**
		Total FIRE/EMS FUND		**$3,140.00**
99-994172-001	DANIEL MUND 22926	Overpayment Acct No. 99-994172-001	20-00-00-5480	$50.00
		Total		**$50.00**
		Total		**$50.00**
FEB 2013	USPS - UNITED STATES POSTAL	Monthly Postage	20-21-00-6309	$1,000.00
POSTAGE/2013	USPS - UNITED STATES POSTAL	Monthly Postage	20-21-00-6309	$2,000.00
FEBRUARY	O.M.A.G. (21303)	Building/Property Monthly Payment	20-21-00-6326	$3,433.07
FEBRUARY 2013	O.M.A.G. (21302)	Workers' Compensation Monthly Payment	20-21-00-6326	$10,204.18
FEBRUARY	O.M.A.G. (425)	Auto/Liability Monthly Payment	20-21-00-6326	$4,240.13
5074388	BANK OF OKLAHOMA (38)	Annual Trustee Fee/GPWA and	20-21-00-6347	$3,500.00
		Total		**$24,377.38**
		Total PUBLIC WORKS GENERAL		**$24,377.38**
JANUARY 2013	BURRELL INC. (21286)	Meter Reading Contract	20-28-00-6054	$2,899.84
		Total		**$2,899.84**

A/P Claims List

1/31/2013 to 1/31/2013

Invoice #	Vendor	Description	Account	Cost
		Total METER DEPARTMENT		**$2,899.84**
		Total GPWA OPERATING FUND		**$27,327.22**
2034275	HARBOUR WINN 22872	Presenter Honorarium and Mileage for	30-30-06-6541	$185.52
		Total LIBRARY		**$185.52**
		Total GRANTS		**$185.52**
		Total GRANTS FUND		**$185.52**
FEBRUARY 2013	OKLAHOMA STATE BANK (22069)	10 Wheel Dump Truck Monthly Payment	54-56-12-6708	$2,031.00
FEBRUARY 2013	COMMUNITY STATE BANK 22873	Cat Warren Lease/Purchase Monthly	54-56-12-6718	$2,687.82
		Total STREET DEPARTMENT		**$4,718.82**
		Total VEHICLES & EQUIPMENT		**$4,718.82**
		Total CAPITAL PROJECTS		**$4,718.82**
14-142351-002	Utility Deposit/Refund		71-00-00-5555	$13.31
14-144210-009	Utility Deposit/Refund		71-00-00-5555	$28.83
15-151186-003	Utility Deposit/Refund		71-00-00-5555	$15.53
		Total		**$57.67**
		Total		**$57.67**
		Total UTILITY DEPOSIT FUND		**$57.67**
FEBRUARY	O.M.A.G.(21303)	Building/Property Monthly Payment	98-98-00-6329	$307.07
FEBRUARY 2013	O.M.A.G.(21302)	Workers' Compensation Monthly Payment	98-98-00-6329	$429.80
FEBRUARY	O.M.A.G.(425)	Auto/Liability Monthly Payment	98-98-00-6329	$52.56
		Total		**$789.43**
		Total AIRPORT FUND		**$789.43**
		Total AIRPORT FUND		**$789.43**
FEBRUARY 2013	OKLAHOMA DEPARTMENT OF	Spirit Wing Payment	99-99-00-6702	$1,041.67
		Total		**$1,041.67**
		Total GUTHRIE INDUSTRIAL DEVLEOPMENT		**$1,041.67**
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		**$1,041.67**
		Total All Funds		**$59,522.82**

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
____ City Council _X_ GPWA ____ Other: _____	February 5, 2013	Maxine Pruitt, M. S. Director

Agenda Item

Consider approval to solicit bids for a liquid chlorine system for the Wastewater Treatment Plant.

Summary

The City of Guthrie currently uses bottled chlorine gas as a disinfectant at the Wastewater Treatment Plant. This process has become outdated as a treatment method and requirements to handle this product are rigid because of its threat to safety. Bottled Chlorine can leak and can cause death and is explosive. Liquid chlorine is environmentally safe and safe for our employees. The Guthrie Public Works Authority (GPWA) intends to convert to a liquid chlorine bleach system at the Wastewater Treatment Plant, rather than continuing to use a bottle chlorine gas system.

The funding will be provided from the balance of the OWRB loan as part of the CMOM project.

Funding Expected ____ Revenue _X_ Expenditure ____ N/A

Budgeted ____ Yes _X_ No ____ N/A

Account Number 55-55-00-6547 **Amount** Unknown at this time

Legal Review _X_ N/A ____ Required Completed Date: _____

Mayor's Appt. ____ Yes _X_ No

Supporting documents attached

Recommendation

- Approve solicitation of bids for a liquid chlorine system.

Action Needed ____ Public Hearing _X_ Motion ____ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
____ City Council	February 5, 2013	Maxine Pruitt, M. S.
X GPWA		Director
____ Other: _____		

Agenda Item

Consider approval of the receipt of the Permit to Construct as required by the Oklahoma Department of Environmental Quality (DEQ) for a liquid chlorine system for the Wastewater Treatment Plant.

Summary

Pursuant to O.S. 27A 2-6-401, the Oklahoma Department of Environmental Quality (DEQ) has granted the Guthrie Public Works Authority (GPWA) a Permit to Construct and as required by law the Trustee for the must approve the receipt of the permit and it must be noted in the minutes of the next regular meeting of the GPWA.

Funding Expected ____ Revenue ____ Expenditure X N/A

Budgeted ____ Yes ____ No X N/A

Account Number _____ **Amount** _____

Legal Review X N/A ____ Required Completed Date: _____

Mayor's Appt. ____ Yes X No

Supporting documents attached

DEQ Permit to Construct

Recommendation

- Approve receipt of the Permit to Construct a liquid chlorine system.

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. ST000042121001

SEWAGE TREATMENT

FACILITY No. S-20930

PERMIT TO CONSTRUCT

January 11, 2013

Pursuant to O.S. 27A 2-6-401, the Guthrie Public Works Authority is hereby granted this Tier I Permit to construct a new liquid chlorine storage and injection system to serve the City of Guthrie's wastewater treatment plant, located in the E/2, SW/4, Section 32, T-17-N, R-2-W, I.M., Logan County, Oklahoma, in accordance with the plans approved on January 11, 2013.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Discharge - OPDES (NPDES) rules OAC 252:605 and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

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

1) That the recipient of the permit is responsible that the project receive supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

4) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

5) That the issuing of this permit does not relieve the responsible parties from any damage which may accrue as the result of the location and operation of the plant in this area.

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

printed on recycled paper with soy ink

PERMIT No. ST000042121001

SEWAGE TREATMENT

FACILITY No. S-20930

PERMIT TO CONSTRUCT

6) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with the rules and regulations adopted by the Environmental Quality Board and that this Department will be notified in writing of any sale or transfer of ownership of the facilities.

7) That these facilities are approved for an average hydraulic loading of 1.0 million gallons/day. Before additional loading is connected to the system, plans for suitable enlargement of the facilities shall be submitted to the Oklahoma Department of Environmental Quality for approval.

8) That the permittee is responsible for complying fully with NPDES permit provisions and submitting a permit renewal application 180 days prior to permit expiration.

9) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

10) That any notations or changes recorded on the official approved set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be a part of the plans as approved.

11) As-built plans of this project shall be placed on file with this Department within two months of the completion of the work or a certification by the engineer shall be submitted certifying that no changes have been made in the work as approved.

12) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

printed on recycled paper with soy ink

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. ST000042121001

SEWAGE TREATMENT

FACILITY No. S-20930

PERMIT TO CONSTRUCT

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

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

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

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CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
____ City Council
_X_ GPWA
____ Other: _____

Date of Meeting
February 5, 2013

Contact
Wanda Calvert
City Clerk/Treasurer

Agenda Item
Consider approval of Agreement for Recycling Center with the Guthrie Public Works Authority and Outback Resources for the purpose of operating a public recycling center located at 1923 South Division Street.

Summary
Outback Resources agrees to enter into an agreement with Guthrie Public Works Authority to open and operate a public recycling center located at 1923 South Division Street. Outback will have the operation of the center manned by at least one person and be responsible for all collection, sorting, transportation of recycled materials and keeping the site clean. Outback shall not allow recyclables to accumulate where they can be seen from the public street and shall keep recyclables in bins so as to prevent trash or debris in the area of the recycling center. Guthrie Public Works Authority has agreed to close the recycling operations at the Guthrie Fire Department and have the container Guthrie Public Works Authority has been paying for or a container similar in size moved to 1923 South Division Street and Guthrie Public Works Authority will be responsible for monthly payment of said container during the term of this contract.

Funding Expected ____ Revenue _X_ Expenditure ____ N/A

Budgeted _X_ Yes ____ No ____ N/A

Account Number 20-21-00-6348 **Amount** $74.67/month or $896.04/year

Legal Review ____ N/A _X_ Required Completed Date: 01-15-2013

Mayor's Appt. ____ Yes _x_ No

Supporting documents attached
Agreement for Recycling Center

Recommendation
Approve Agreement for a Recycling Center

Action Needed ____ Public Hearing _x_ Motion ____ Emergency Clause

AGREEMENT FOR A RECYCLING CENTER

This agreement entered into this ____ day of _____, 201_ between Guthrie Public Works Authority (GPWA) and Outback Resources, Inc. (OUTBACK).

Whereas GPWA has maintained a recycling container at the Guthrie Fire Dept. in Guthrie, Oklahoma, and the recycling container has not been manned fulltime and cause trash accumulation or debris build up in the area and can become unsightly; and

Whereas OUTBACK seeks to establish a recycling center at 1923 South Division, Guthrie, Oklahoma;

1. It is agreed between GPWA and OUTBACK that the GPWA will close the recycling operation at the Guthrie Fire Dept. and have the container GPWA has been paying for or a container similar in size moved to 1923 South Division, Guthrie, Oklahoma and GPWA will be responsible for monthly payment of said container during the term of this contract;

2. It is furthered agreed that OUTBACK will operate the recycling center at 1923 South Division, Guthrie, Oklahoma and will be open to the public on a routine and regular basis. During operation of the center it will be manned by at least one person.

3. OUTBACK shall be responsible for all collection, sorting, transportation of recycled materials and keeping the site clean. OUTBACK shall not allow recyclables to accumulate where they can be seen from the public street and shall keep recyclables in bins so as to prevent trash or debris in the area of the recycling center.

4. OUTBACK shall be solely responsible for all costs and expenses incurred as a result of the recycling center operation, except the monthly cost of the container which is paid by GPWA.

5. OUTBACK shall retain all income from the sale of recyclables.

6. OUTBACK shall indemnify and hold harmless GPWA from any claims arising out of this contract or the operation of the recycling center.

7. OUTBACK shall maintain liability insurance in the amount of one million dollars ($1,000,000) and shall have the GPWA shown as an insured party or shall be covered by State of Oklahoma, Department of Mental Health policy.

8. Nothing in this agreement shall be deemed to create a partnership or joint venture. OUTBACK is contracting with GPWA to provide recycling services.

9. This agreement may be terminated by either party upon thirty days written notice. Notice to GPWA shall be given at:

GPWA, c/o Chairman
PO Box 908
Guthrie, Oklahoma 73044-0908.

Notice to OUTBACK Resource, Inc. shall be given at:

_____

_____

Guthrie, OK 73044

Executed this _____ day of _____, 201_.

_____

Guthrie Public Works Authority
by Chairman

_____

Outback Resources, Inc.
by President

MINUTES

CITY COUNCIL MEETING

Council Workshop

January 15, 2013

The special meeting of the sixty-first City Council of Guthrie, Oklahoma, was posted on Friday, January 11, 2013 before 5:00 p.m. and held January 15, 2013 in the Guthrie City Hall Third Floor Conference Room.

Vice Mayor Trey Ayers called the meeting to order at 6:00 p.m.

Members Present:	Trey Ayers Sheri Mueller	Mary Coffin Patty Hazlewood	Gaylord Z. Thomas
Members Absent:	Chuck Burtcher	John Wood	
Staff Present:	Sereniah Breland Aaron Ryburn Cyndi Selinger	Randel Shadid Maxine Pruitt Jim Ahlgren	Wanda Calvert Rene Spineto

Vice Mayor Ayers declared a quorum with five (5) Councilmembers in attendance.

Councilmember Wood present at 6:05 p.m.

Discussion regarding Airport Trust. City Manager Breland and Airport Board Chairman Richard Keib presented the Geoport Airport Trust Indenture. City Council stated they would review the Trust Indenture and the need to schedule a joint meeting with the City of Edmond City Council for further discussion.

Discussion regarding drought conditions. Municipal Services Director Maxine Pruitt and City Engineer Bill Myers provided water conservation information to the City Council. The information provided was Chapter 18, Article 5 from the Guthrie Municipal Code Book on Water Shortages; comparison of the amount of water pumped by the Cottonwood Pump Station for the last six months; 2012 Water Rationing Report for the State of Oklahoma; Oklahoma Annual Precipitation History with Five Year Tendencies Graph; U.S. Drought Monitor – Oklahoma Report; and the Standardized Precipitation Index Report from December 2011 to November 2012.

Discussion regarding Mineral Wells Pond(s). City Engineer Bill Myers provided information regarding Guthrie Mineral Wells Park Pond Improvements.

Discussion regarding re-instating Public Comments. City Manager Breland presented the City Council with the Citizen Participation Guidelines and sign-in sheet. It was the

consensus of the City Council to move forward with the proposed guidelines and sign-in sheet.

Questions and discussion regarding agenda items.

Exercise for Library Fines Program. The proposed item is to consider approval for the Guthrie Library to implement the Exercise for Fines Program for two (2) months, February and March 2013. When overdue fines do not serve the deterrent purpose of encouraging the return of library materials, they may discourage customers from returning to the library at all and so become a barrier to library access. The Guthrie Public Library would like to provide an alternate means for library customers to reconcile their owed library fines and return to the library. Thus, Guthrie Public Library is partnering with Anytime Fitness and the YMCA to offer the Exercise for Fines Program. Library customers will have the opportunity to exercise free of charge at these local fitness establishments. Each 15 minutes of exercise will reduce owed library fines by $1. The incentive program will run for a two-month window, during which time the participating fitness agencies will have one designated "library day" each week. The purpose of this program is manifold: to provide library customers an alternative means of clearing fines and ultimately bringing them back into the library; to provide customers the opportunity to preview local fitness agencies and potentially become members of those establishments; to strengthen ties between the library and community organizations; and to encourage a lifestyle of fitness and wellness in support of both core and optional community indicators of the national Communities of Excellence Program and the Get Fit Logan County Initiative.

Logan County Girl Scouts request. The proposed item is to consider approval of the Logan County Girl Scouts request to waive the rental fee of $30 for use of Highland Hall on February 23, 2013 for their Annual World Thinking Day Event. Logan County Girls Scouts are requesting the rental fee be waived to hold their Annual World Thinking Day Event at Highland Hall on February 23, 2013 from 8:00 a.m. to 1:00 p.m. and be able to leave the 250 bags of food there when the event ends to help make delivery to our elderly citizens more prompt and easier. They typically hold the event at other locations within Guthrie, however, each year they struggle with getting the 250 bags of food delivered to Highland Hall for distribution by the Logan County Aging Service. World Thinking Day is celebrated by Girl Scouts and Girl Guides around the world each year on or near February 21st. It is a day of friendship and advocacy for girls around the world. Each year the Logan County Community Service Team, consisting of Girl Scouts throughout Logan County, gather to put together 250 food bags for the Logan County Aging Service's meals on wheels program. We also take time to learn about Girl Scouting and Girl Guiding in other parts of the World and collect money to send to the World Thinking Day Fund which each year benefits a particular advocacy fund. This year the girls have been asked to bring their change to the event to help benefit children, as the World Thinking Day Fund will go toward helping to prevent childhood death in underprivileged countries.

Guthrie Emergency Medical Service Professional Agreement. The proposed item is to consider approval of Professional Services Agreement with Dr. Robert William Worden, D.O. to serve as Medical Director for the Guthrie Emergency Medical Service. Oklahoma State Department of Health regulations require each licensed emergency medical service

agency to have a physician serving as the agency's medical director. Currently, Dr. Stephen Travis, M.D. serves as the agency's medical director. Dr. Travis has resigned as Chief of Staff at Mercy Hospital Logan County. Dr. Worden is the Emergency Department Director at MHLC and therefore is in a perfect position to be a liaison between our agency and the hospital staff. The medical director also assists in training, treatment protocol and quality assurance for all aspects of our service. Dr. Worden is proposing a $400 per month fee which is well under the market standard of $800-$2000 per month.

Awarding Bid No. 2012-11, Raw Water Air Relief Valves and Blow-Off Valve Installation. The proposed item is to consider approval to award Bid No. 2012-11, Raw Water Main Air Relief Valves and Blow-Off Valve Installation to HTM Underground of Blanchard, Oklahoma, for the low bid of $55,560.48. In the project plans for the raw water line that runs approximately seven miles from the Guthrie Lake to the Water Treatment Plant, City of Guthrie/Guthrie Public Works Authority, there were eleven air relief valves to be installed in the line. During the process a number of valves were deleted to accommodate landowner requests and conditions. Now after working with the plant over a couple of years, it has been determined that added relief valves are needed to enhance the conveyance of the water from the lake to the plant. Six air relief valves and three blow-off valves are required. These will assist in the maintenance of the water main. On November 20, 2012 the City Council/Trustees approved staff to solicit bids for six air relief valves and three blow-off valves for the raw water line. The funding for this project will come from the balance of the loan proceeds. Bid notices were published in the Guthrie News Leader and The Journal Record on December 8 and 15, 2012. The bids were opened on Thursday, January 3, 2013 at 2:00 p.m. Of the contractors who obtained specifications and plans, four bid proposals were received. A summary of the bids are as follows:

$55,560.48 – HTUM Underground, Blanchard, OK
$69,402 – Young Contracting, OKC, OK
$99,900 – Nowak Contracting, Goddard, KS
$99,000 – Goins Enterprises, Joplin, MO

The apparent low bidder is HTM Underground for $55,560.48. Myers Engineering Consulting Engineers, Inc. recommends the contract be awarded to HTM Underground.

Budget Amendment No. 15. The proposed item is to consider approval of FY 2012 Budget Amendment No. 15 increasing the budget for the General Fund, Guthrie Job Corps Center Sale Fund, Airport Grant Fund and 2010 Airport Escrow Fund. FY 2012 Budget Amendment No. 15 increases the (1) General Fund in the amount of $413 to release the debt owed by the Guthrie Job Corps Center Sale Fund; and in the amount of $66,091 to release the debt owed by the Airport Fund; (2) Guthrie Job Corps Center Sale Fund in the amount of $413 to release the debt owed to General Fund for FY 2010 expenditures (Fire Department Improvements - Training Ground); (3) Airport Fund in the amount of $66,091 to release the debt owed to General Fund for the City's match on the GOK-03 Extension Runway 16/34 - Phase II (FAA & OAC Grant) and in the amount of $42,375 for funds set in escrow in FY 2010 for OAC Project GOK-l0-S, Airport Drainage and Erosion Control which has been released due to the completion of the project; and (4) 2010 Airport Escrow Fund in the amount of $42,375 for funds released due to the OAC Project GOK-l0-S, Airport Drainage

and Erosion Control Airport Project, being completed.

Resolution No. 2013-01, Bridge Inspections. The proposed item is to consider approval of Resolution No. 2013-01 for Bridge Inspections on the fourteen bridges that fall within the responsibility of the City of Guthrie. As required by the Oklahoma Department of Transportation (ODOT) the City of Guthrie chose three (3) engineers from the list of prequalified engineers that was provided by ODOT and telephone interviews were set.
The three (3) companies chosen were Cobb Engineering Company; EST, Inc.; and Ollar and Ollar Engineering. ODOT provided a list of interview questions and a rating system for the interviewers. The Municipal Services Director, Street Superintendent and Administrative Secretary conducted the telephone interviews on December 13, 2012. Each staff member rated the companies and with the combined totals Cobb Engineering Company rated the highest. ODOT requires a resolution to be approved by the City of Guthrie's governing body.

Special Use Permit – Recycling Center. The proposed item is to consider approval of a request by Outback Resources (GAM Investments) for a Special Use Permit to place a Recycling Center in a C-2 General Commercial Zone located at 1923 South Division. The applicant requests a Special Use permit to establish and operate a Recycling Center at the site of the former Northwest Center for Behavioral Health, located on the southwest corner of South Division Street and Sigma Place. The operation will consist of the placement of an exterior collections bin where the public may dispose of recyclable materials. The compartmented collection bin will be located behind the building in a fenced area. These materials will then be moved inside the facility to be separated, and placed into storage containers for metals, plastics, glass, etc. When the interior storage containers are filled they will be loaded onto a trailer and transported to a recycling redemption center. The Planning Commission heard the request on December 13, 2012 and reviewed the application. Notice was published in the Guthrie News Leader on November 15, 2012, and nine letters were mailed to property owners within 300 feet of the subject property. There were no comments from other property owners. The Planning Commission recommends the City Council approve the request to issue a Special Use Permit to the applicant, and allow the establishment of the Recycling Center.

Request for future items of discussion. Agreement with Outback Resources for the Recycling Center.

Adjournment. There being no further business for the Guthrie City Council, Vice Mayor Ayers declared the meeting adjourned at 6:47 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

MINUTES

CITY COUNCIL MEETING

January 15, 2013

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

Mayor Chuck Burtcher called the meeting to order at 7:18 p.m.

Members Present:	Chuck Burtcher	Trey Ayers	Gaylord Z. Thomas
	John Wood	Mary Coffin	Patty Hazlewood
	Sheri Mueller		
Members Absent:	None		
Staff Present:	Sereniah Breland	Randel Shadid	Wanda Calvert
	Aaron Ryburn	Eric Harlow	Rene Spineto
	Cyndi Selinger	Jim Ahlgren	Maxine Pruitt

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

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

A. Consider approval of the minutes from the Special City Council Workshop Meeting held on December 18, 2012.

B. Consider approval of the minutes from the Regular City Council Meeting held on December 18, 2012.

C. Consider approval of the claims:

General Fund:	Claims	$209,030.74
Fire/EMS Fund:	Claims	$ 67,287.14
Grants Fund:	Claims	$ 2,027.22
Capital Projects Fund:	Claims	$ 46,010.92
Airport Fund:	Claims	$166,039.77
GIDA Fund	Claims	$ 1,041.67
	Total Claims:	$491,437.46

D. Consider approval for the Guthrie Library to implement the Exercise for Fines Program for two months, February and March 2013.

E. Consider approval of the Logan County Girl Scouts request to waive the rental fee of $30 for use of Highland Hall on February 23, 2013 for their Annual World Thinking Day Event.

F. Consider approval of Professional Services Agreement with Dr. Robert William Worden, D.O. to serve as Medical Director for the Guthrie Emergency Medical Service.

G. Consider approval of awarding Bid No. 2012-11, Water System Improvements - Raw Water Main Air Relief Valves and Blow-Off Valve Installation, to HTM Underground, of Blanchard, Oklahoma, for the low bid of $55,560.48.

H. Consider approval of FY 2012 Budget Amendment No. 15 increasing the budget for the General Fund, Guthrie Job Corps Center Sale Fund, Airport Grant Fund and 2010 Airport Escrow Fund.

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

Aye: Burtcher, Ayers, Wood, Coffin, Thomas, Hazlewood, Mueller
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consider approval of Resolution No. 2013-01 for Bridge Inspections on the fourteen bridges that fall within the responsibility of the City of Guthrie. As required by the Oklahoma Department of Transportation (ODOT) the City of Guthrie chose three engineers from the list of prequalified engineers that was provided by ODOT and telephone interviews were set. Three companies chosen were Cobb Engineering Company; EST, Inc.; and Ollar and Ollar Engineering. ODOT provided a list of interview questions and a rating system for the interviewers. The Municipal Services Director, Street Superintendent and Administrative Secretary conducted the telephone interviews on December 13, 2012. Each staff member rated the companies and with the combined totals Cobb Engineering Company rated the highest. ODOT requires a resolution be adopted by the governing body. Motion by Councilmember Thomas, seconded by Councilmember Wood, moved approval of Resolution No. 2013-01 for Bridge Inspections on the fourteen bridges that fall within the responsibility of the City of Guthrie. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Wood, Coffin, Thomas, Hazlewood, Mueller
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Public hearing and consider approval of a request by Outback Resources (GAM Investments) for a Special Use Permit to place a Recycling Center in a C-2 General Commercial Zone, located at 1923 South Division. The applicant requests a Special Use

Permit to establish and operate a Recycling Center at the site of the former Northwest Center for Behavioral Health, located on the southwest corner of South Division Street and Sigma Place. The operation will consist of the placement of an exterior collections bin where the public may dispose of recyclable materials. The compartmented collection bin will be located behind the building in a fenced area. These materials will then be moved inside the facility to be separated and placed into storage containers for metals, plastics, glass, etc. When the interior storage containers are filled they will be loaded onto a trailer and transported to a recycling redemption center. The Planning Commission heard the request on December 13, 2012 and reviewed the application. Notice was published in the Guthrie News Leader on November 12, 2012 and nine letters were mailed to property owners within 300 feet of the subject property. There were no comments from other property owners. The Planning Commission recommends the City Council approve the request to issue a Special Use Permit to the applicant and allow the establishment of the Recycling Center. A public hearing was held for the purpose of soliciting public comment(s) regarding the issuance of a Special Use Permit to place a Recycling Center in a C-2 General Commercial Zone, located at 1923 South Division. There was no public comment. Motion by Councilmember Wood, seconded by Councilmember Coffin, moved approval of a request by Outback Resources (GAM Investments) for a Special Use Permit to place a Recycling Center in a C-2 General Commercial Zone, located at 1923 South Division. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Wood, Coffin, Thomas, Hazlewood, Mueller
Nay: None

Mayor Burtcher declared the motion carried unanimously.

City Manager's Report. Expressed a "Thank You" to the Mayor and Councilmembers for attending the Employee Christmas Dinner and presentation of Employee Awards; informed she has met with Department Heads to review their budgets; and expressed a "Thank You" to the community for their innovation and support, this is a great community.

Requests/comments from members of the City Council. Councilmember Hazlewood informed the Guthrie High School Band is raising funds for a band trip.

Vice Mayor Ayers encouraged the community to support the local businesses.

Councilmember Coffin expressed a "Congratulations" to the Fire Department personnel and informed the City Council and the community on the events happening in Guthrie.

Councilmember Wood informed Martin Luther King Parade will be held on January 21, 2013 and expressed a "Thank You" to the Fire Department and to all City employees for their great job.

Mayor Burtcher informed he is proud of the City employees and "Congratulations" to the Fire Department.

Executive Session. Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval to convene into Executive Session pursuant to the authority of Title 25, O.S. 2001, Section 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning investigation, claims or litigation regarding Logan County Rural Water District. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Wood, Coffin, Thomas, Hazlewood, Mueller
Nay: None

Mayor Burtcher declared the motion carried unanimously at 7:30 p.m. Attending Executive Session were Vice Mayor Ayers, Councilmembers Wood, Coffin, Hazlewood, Mueller and Thomas, City Manager Breland, City Attorney Shadid, Jim Milton and Bryan Nowlin.

Reconvene. Vice Mayor Ayers reconvened the Guthrie City Council Meeting at 8:26 p.m.

Consideration of action regarding Logan County Rural Water District investigation, claim or litigation. No action was taken.

Adjourn. There being no further business for the Guthrie City Council, Vice Mayor Ayers declared the meeting adjourned at 8:27 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

CITY OF GUTHRIE

CLAIMS

February 5, 2013

I hereby certify the purchase orders listed have been issued and encumbered against the available balance of the authorized appropriated accounts and that the department head and/or officer in charge of those accounts has certified that the procurements were necessary to the proper conduct of activities; that the merchandise and/or services have been satisfactorily received or utilized; and that the purchase orders are now a true and just debt of the City of Guthrie. These purchase orders are therefore presented to you to be presented to the governing body for consideration as claims for payment.

_____

Kim Biggs
Purchasing Agent

Monthly Claims Approved as per Ordinance No. 2973 by City Manager

_____

Sereniah Breland
City Manager

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
x City Council
____ GPWA
____ Other: _____

Date of Meeting
February 5, 2013

Contact
Cody Mosley
Economic Development Director

Agenda Item
Consider approval of Land Use Agreement located north of Cottonwood Flats.

Summary
Land use agreement allowing the City of Guthrie to host parking of vehicles for a special event to be held in Cottonwood Flats in September, 2013.

Funding Expected ____ Revenue x Expenditure ____ N/A

Budgeted ____ Yes x No ____ N/A

Account Number 01-01-00-6373 **Amount** $25,000

Legal Review ____ N/A x Required Completed Date: 12/31/12

Mayor's Appt. ____ Yes x No

Supporting documents attached

Attachment:
Land Use Agreement

Recommendation
Motion to approve Land Use agreement for use of parking for special event to be held in Guthrie.

Action Needed ____ Public Hearing x Motion ____ Emergency Clause

LAND USE LEASE AGREEMENT

This agreement made and entered into this _____ day of _____, 201_ by and between Davis Family Farms and Ed Oliver jointly referred to as Lessor and the City of Guthrie, Oklahoma, a Municipal Corporation, referred to as Lessee, witnesseth.

Whereas, Ed Oliver is owner of property described in Exhibit A attached hereto and made a part hereof and leases said real property for a farm lease to the Davis Family Farms on a year to year lease with said lease having a renewal date each year of August 1, unless terminated by the parties.

Whereas, the City of Guthrie in planning for a concert event has been asked to secure parking and use rights on the above described property and the parties desire to enter into this agreement as follows:

1. <u>Premises</u>
Lessor, in consideration of terms and conditions hereof, hereby leases to Lessee, a portion of the following premises: approximately 170 acres located in the City of Guthrie, Oklahoma and described in Exhibit A.

2. <u>Terms and Rent</u>
The term of the lease shall be for a period commencing of the _____ day of _____, 2013 and ending on the _____ day of _____, 2013. Lessee shall pay Davis Family Farms the sum of $10,000 for use of the premises. Lessee shall pay Ed Oliver the sum of $15,000 for use of said premises. Payment to Lessor shall be made seven days prior to the beginning of the term of the lease. In the event that the concert for which the premises are leased is cancelled for any reason beyond the control of Lessee including breach of contract by the concert performer, act of God, etc., the lease shall be cancelled and any funds paid to Lessor returned to Lessee.

Lessee agrees to remove sheet metal on the premises left from the collapse of an old dilapidated barn.

3. <u>Use</u>
The demised premises shall be used during the lease term for event parking. Lessee hereby understands and is allowed to park automobiles or any type of motor vehicle upon the property. Lessee will post signage specifying "No Camp Fires" and fires will be allowed only in approved spaces by the Lessor. Lessee will set up all necessary measures for security and functionality of the site, including fencing, portable toilets, waste receptacles, etc.

4. <u>Maintenance</u>
It is fully understood and agreed that the Lessee shall maintain land and buildings in the same good condition as received, and shall at its own cost and expense

make all repairs to the premises, and upon the termination of this lease will yield all premises to Lessor in the same good condition and repair ordinary wear excepted. During the time that this lease is in effect the Lessee shall maintain the lease premises in a neat and orderly condition. All refuse, rubbish, debris, etc., shall be removed within 48 hours from the conclusion of the event. Lessee shall pay for all of the costs associated with the removal of garbage, refuse, rubbish, debris. The Lessee shall be responsible for the entire "clean-up" of the premises and removal of said debris, and the premises shall be left in a condition as when leased, ordinary wear and tear excepted.

5. Express Covenants of Lessee

Lessee expressly covenants and agrees as follows:

a. The operation of the event shall at all times comply with the applicable ordinances of the City of Guthrie, statues of the State of Oklahoma, and all federal statutes.
b. The operation of the event shall at all times comply with the terms and provisions of any and all licenses issued to Lessee.
c. No permanent improvements or alterations of any kind shall be made on the leased premises without the prior written consent of the Lessor.
d. Signage approved by the Lessor and erected by the Lessee at the perimeters of the event shall indicate that pets, excepting service animals, are prohibited.

6. Security

The event, at their own expense, shall provide identifiable and uniformed personnel to maintain security and safety at all times for all participants of the event. Lessee shall coordinate security measures and policies with local law enforcement officials.

7. Transfer, Assign and Sublease

Lessee may assign this lease without consent of Lessor.

8. Inspection

Lessor, through its authorized agents, shall have the right at all times to go on the demised premises for the purpose of inspecting the premises.

9. Damage

Lessee shall reimburse the Lessor for any damages, or loss incurred by the Lessor caused by Lessee, its Sublessee or their invitees, during the term of this lease agreement.

10. Default

It is further agreed that during the term of this lease the Lessor shall have the right to declare a default and terminate the lease and recover possession of the premises if the Lessee shall neglect or fail to perform or observe any of the covenants contained in this lease agreement upon its part to be performed or observed.

Upon the happening of any event constituting a default, the Lessor shall give notice thereof in writing to the Lessee and if the default shall continue for three days after the giving of said notice, then the Lessor may declare a forfeiture of said lease and take possession of the premises. The Lessor may, at its option after the expiration of the notice period, enter upon said premises with or without process of law and take possession thereof, Lessee waiving any demand for possession thereof.

11. Indemnity

Lessee shall conduct its activities upon the premises so as not to endanger any person lawfully, thereon; and shall indemnify, save and hold harmless the Lessor and all of its officers, agents, and employees from any and all claims for losses, injuries, damages and liabilities to person or property occasioned wholly or in part by the acts or omissions of the Lessee, its agents, officers, employees, guests, patrons, or any persons or person admitted to or on said premises by said Lessee, while said premises are used by or under the control of the Lessee. Lessee hereby assumes full responsibility for its character, acts and conduct of all persons admitted to or on said demised premises by the consent of the Lessee, its officer, employees or agents.

12. Insurance

Lessee agrees to obtain at its own expense, a policy or policies of insurance naming the Lessor as Additional Insured, as necessary to indemnify the Lessor against claims which might be asserted by reason of the Lessee's use of the premises. The Lessee agrees to provide proof of coverage provided by Lessee or its Sublessee. Insurance shall be in the amount of one million dollars ($1,000,000) per occurrence.

13. Notices

In the event notice is to be given by either party to the other, it is agreed that such notice may be given at any time by an instrument in writing dispatched by Registered or Certified U.S. mail to the following addresses:

Lessor: Ed Oliver, 217 N. Harvey, #107, Oklahoma City, OK 73102
Davis Family Farm, c/o Rick Davis 3919 S. Broadway, Guthrie, OK 73044-8736

Lessee: City of Guthrie, c/o City Manager, PO Box 908, Guthrie, OK 73044

LESSOR

BY: Ed Oliver Date 1/7/13

BY: _____ Date _____

LESSEE

BY: _____ Date _____

BY: _____ Date _____

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
X City Council
___ GPWA
___ Other: _____

Date of Meeting
February 5, 2013

Contact
Jim Ahlgren
Administrative Services

Agenda Item
Consider approval to surplus the Channel 20 media player and offer it for sale to the Guthrie Chamber of Commerce.

Summary
The media player manufacturer recently implemented a monthly storage fee to store media/productions over 1 gig on their cloud. Previously there was no fee or storage limit. A new media player without a monthly fee is being purchased that requires no monthly fee.

Funding Expected X Revenue ___ Expenditure ___ N/A

Budgeted ___ Yes X No ___ N/A

Account Number 01-02-24-6126 **Amount** $800.00

Legal Review X N/A ___ Required Completed Date: _____

Mayor's Appt. ___ Yes x No

Supporting Documents Attached

Recommendation
Approve surplus of media player

Action Needed ___ Public Hearing x Motion ___ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
X City Council
___ GPWA
___ Other: _____

Date of Meeting
February 5, 2013

Contact
Damon Devereaux, Police Chief

Agenda Item
Consider approval to surplus 2 Mossberg 12 Gauge Shotguns, 1 Remington 1187 12 Gauge Shotgun, 1 Winchester 22 Rifle, 1Ruger M-77 308 Rifle and wood gun stocks.

Summary
The Police Department has no use for these weapons/parts, due to their caliber, age and/or their condition. It is the intent of the City to sell these for $1,450.00 based of quotes from three local vendors. The revenue generated would be used to purchase needed equipment in the Police Department.

Funding Expected X Revenue ___ Expenditure ___ N/A

Budgeted ___ Yes X No X N/A

Account Number 01-07-70-6343 **Amount** $1,450.00

Legal Review X N/A ___ Required Completed Date: _____

Mayor's Appt. ___ Yes X No

Supporting documents attached
None

Recommendation
Approve surplus of equipment

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
_X_ City Council
____ GPWA
____ Other: _____

Date of Meeting
February 5, 2013

Contact
Damon Devereaux, Police Chief

Agenda Item
Consider approval to surplus 10 small damaged stainless steel animal cages.

Summary
These cages were damaged by the tornado in 2011 and we have no use for them. The City of Hobart has sent a formal request in hopes of acquiring the small cages for their animal shelter. It is the intent to of the City to donate the 10 small stainless steel cages to the City of Hobart with Concil Approval.

Funding Expected ____ Revenue ____ Expenditure _X_ N/A

Budgeted ____ Yes ____ No _X_ N/A

Account Number _____ **Amount** _____

Legal Review _X_ N/A ____ Required Completed Date: _____

Mayor's Appt. ___ Yes _X_ No

Supporting documents attached
City of Hobart Letter

Recommendation
Approve Surplus of Cages

Action Needed ____ Public Hearing _X_ Motion ____ Emergency Clause

City of Hobart Police

City of Hobart Police
Law Enforcement Center
204 North Lincoln Street
Hobart, Oklahoma 73651

Phone (580) 726-2424
Fax (580) 726-2474

Wednesday, January 09, 2013

Chief Damon Devereaux
Guthrie Police Department
306 West Oklahoma
Guthrie, Oklahoma 73044

Dear Damon,

As per our previous conversations, I am submitting a formal letter of request to your agency from ours to hopefully acquire your Animal Shelters surplus damaged animal cages and any other surplus Animal Control equipment.

As we have discussed our department was awarded a grant to construct a new Animal Shelter in our community. The current animal shelter (which I hate to call it that) is nothing more then a concrete pad with a fence around it. We have no heat or air and the conditions for the poor animals are horrifying. But with the assistance of our community and City Manager Jeff Casida and our City Council we have received a grant to construct a new one.

Unfortunately the grant is just enough for our City employees to construct the building, we will not have enough to equip the building properly. The City of Guthrie Animal Control Division is the poster child in the State of Oklahoma for animal control/shelters and with the assistance and suggestions from your Animal Control Staff members we were able to come up with a great design for our new shelter. They have also assisted us with new and updated policies for the care and keeping of the animals.

Now that we will have a proper, humane shelter for our unwanted and lost animals and proper policies in place we just need to equip the shelter. I know that in May of 2011 your shelter was destroyed by a tornado and several of your animal cages were badly damaged. Thanks to wonderful support from animal charitable organizations all of your cages were replaced. We would like to continue using your old damaged cages for the benefit of animals in Southwest Oklahoma.

I promise you that our City employees do have the ability to repair any damage caused by the tornado and none of your old cages would go to waste, they will all be utilized for the humane care and keeping of a whole bunch of new animals. Our City will be more then willing to pick-up and transport any donated equipment from your City.

If you require any further information on this matter, please feel free to contact me any time. On behalf of the City of Hobart, City Manager Jeff Casida and our City Council we want to thank you in advance for all of your assistance in this request.

Respectfully Submitted,

Rex E. Brown
Chief of Police
City of Hobart Police Department
Hobart, Oklahoma

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	February 5, 2013	Guthrie Street Committee
___ GPWA		
___ Other: _____		

Agenda Item

Consider approval of agreement with the Fogarty Heights Neighborhood Association to install street sign toppers to the street signs of Fogarty Heights Neighborhood.

Summary

The Fogarty Heights Neighborhood Association presented a request to the Street Committee in October for the installation of street sign toppers on the street signs. The toppers are signs similar to street signs with the specific purpose of identifying the neighborhood. Since the conception of the neighborhood associations throughout the City of Guthrie, each association has made it a goal to enhance the appearance of the neighborhoods, and Fogarty Heights Association decided to use street sign toppers as part of their enhancement process. The Street Committee felt it necessary to have a contract to limit liability issues. This contract was drafted and approved by City Attorney, Randel Shadid and was presented to the Street Committee on January 16, 2013 for approval.

Funding Expected ___ Revenue ___ Expenditure X N/A

Budgeted ___ Yes ___ No X N/A

Account Number _____ **Amount** _____

Legal Review ___ N/A X Required Completed Date: 1/2/2013

Mayor's Appt. ___ Yes X No

Supporting documents attached

- Fogarty Heights Neighborhood Association Contract

Recommendation

Approve agreement with the Fogarty Heights Neighborhood Association

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

AGREEMENT

This agreement entered this _____ day of _____, 2013 between the City of Guthrie, a Municipal Corporation (Herein and after referred to City) and Fogarty Heights Neighborhood Association (herein and after referred to Association).

Association has requested permission to place toppers for street signs in the Fogarty Heights neighborhood and City does not object to said placement.

The parties agree that Association may purchase for placement by the City toppers on street signs in the Fogarty Heights neighborhood. The area shall consist of 14 signs bordered on the south by Noble Ave., the east by Maple Street, the west by Division Street, and the north by Guthrie Greenhouse.

Association shall pay the cost of the toppers and the brackets. Toppers must be a consistent color theme of black on white. If Association wants the City to install the toppers, then Association shall pay the City the sum of thirty dollars ($30) per sign for installation.

If Association provides its own installation then Association will comply with the guidelines established by the City regarding installation.

Association shall be responsible for all costs of maintenance, repair or replacement of the toppers. If the toppers become unsightly and/or not maintained the City may remove them at City's sole option. City shall attempt to notify Association at least thirty days prior to removal of toppers. Should an emergency occur or an accident damage the signs to the point of becoming a traffic or safety hazard, the City can immediately remove the topper without notification to Association.

Notice required hereunder shall be given to the City as follows:

City Manager

PO Box 908

Guthrie, OK 73044

Fogarty Heights Neighborhood Association

_____

Guthrie, OK 73044

(Contact Phone No. _____)

Executed this _____ day of _____, 2013.

_____

City of Guthrie by Mayor

_____

Fogarty Heights NeighborhoodAssociation
by President

Exhibit "A"

Directions for Street Topper installation:

1. Replace the existing Allen bolt style set screws in extruded style T-bracket with 5/16-24X1/2" standard bolts.
2. While having someone holding the 8' step latter place extruded T- bracket on the top of existing street sign and tighten down ½ inch bolts with ½ inch open end wrench.
3. Place Street topper on the top of the extruded t-bracket and tighten ½ inch bolt on sign.

Tools Needed:

8' step latter

½ inch open end wrench

Allen wrench

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
_X_ City Council
____ GPWA
____ Other: _____

Date of Meeting
February 5, 2013

Contact
Jim Ahlgren

Agenda Item
Consider approval to authorize request from City of Guthrie Employee Sue Snow for an early retirement, 5 years certain and life, from the City's retirement plan.

Summary
Sue Snow is a current City of Guthrie employee and a vested participant in the City Pension Plan. Sue has requested an early retirement payment, 5 years certain and life, under the provisions of the plan.

Funding Expected ____ Revenue ____ Expenditure _X_ N/A

Budgeted _X_ Yes ____ No _X_ N/A

Account Number _____ **Amount** _____

Legal Review ____ N/A ____ Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached

Recommendation
Staff requests approval of a normal retirement Pension Payment for Sue Snow.

Action Needed ____ Public Hearing _X_ Motion ____ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
X City Council
____ GPWA
____ Other: _____

Date of Meeting
February 5, 2013

Contact
Cynthia Selinger, Director of Library Services

Agenda Item
Consider approval for the City of Guthrie Library to submit an application to the Dollar General Literacy Foundation for an adult literacy grant.

Summary
The Dollar General Literacy Foundation's Adult Literacy Grants program annually awards funding to nonprofit organizations that provide direct service to adults in need of literacy assistance. Organizations must provide help in one of the following instructional areas: adult basic education, general education diploma (GED) preparation, or English language acquisition. The grant award is up to $15,000 and the grant announcement will be made 17 May 2013.

Funding Expected ____ Revenue ____ Expenditure x N/A

Budgeted ____ Yes X No ____ N/A

Account Number LIB 01-06-60-6114 **Amount** Up to $15,000

Legal Review X N/A ____ Required Completed Date: _____

Mayor's Appt. ____ Yes X No

Supporting documents attached
- None

Recommendation
Authorize City of Guthrie Library to submit a grant application to the Dollar General Literacy Foundation for an adult literacy grant.

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
X City Council
____ GPWA
____ Other: _____

Date of Meeting
February 5, 2013

Contact
Cynthia Selinger, Director of Library Services

Agenda Item
Consider authorizing the City of Guthrie Library to submit an application to the Dollar General Literacy Foundation for a youth literacy grant.

Summary
Dollar General Literacy Foundation Youth Literacy Grants provide funding to schools, public libraries, and nonprofit organizations to help students who are below grade level or experiencing difficulty reading. Grant funding is provided to assist in the following areas:

Implementing new or expanding existing literacy programs
Purchasing new technology or equipment to support literacy initiatives
Purchasing books, materials or software for literacy programs

The grant award is up to $4,000 and the grant announcement will be made 21 Aug 2013.

Funding Expected ____ Revenue ____ Expenditure x N/A

Budgeted ____ Yes X No ____ N/A

Account Number LIB 01-06-60-6114 **Amount** Up to $4,000

Legal Review X N/A ____ Required Completed Date: _____

Mayor's Appt. ____ Yes X No

Supporting documents attached
- None

Recommendation
Authorize City of Guthrie Library to submit a grant application to the Dollar General Literacy Foundation for a youth literacy grant.

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	February 5, 2013	Damon Devereaux
___ GPWA		Police Chief
___ Other: _____		

Agenda Item
Consider approval to enter into a Lease Agreement with Mark Spradlin to offer Concealed Carry Classes for property located at 1817 North Academy Road.

Summary
Mark Spradlin has received required certifications to teach the Concealed Carry Classes and has requested to use City of Guthrie Property to facilitate the live fire portion of the class. The fee for leasing the range will be Five Dollars ($5.00) per student and will be paid at the conclusion of each class.

Funding Expected X Revenue ___ Expenditure ___ N/A

Budgeted ___ Yes X No ___ N/A

Account Number _____ **Amount** 5.00 Per Student

Legal Review ___ N/A X Required Completed Date: 1/30/2013

Mayor's Appt. ___ Yes X No

Supporting documents attached
- Lease Agreement
- Letter from Mark Spradlin

Recommendation
Approve Lease Agreement.

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

Non-Exclusive Real Property Lease

THIS LEASE, made this 5th day of February, 2013 between The City of Guthrie hereinafter called the Landlord and Mark Spradlin, hereinafter the Tenant.

WITNESSETH: That the Landlord in consideration of the covenants hereinafter set forth, does by these presents lease to the Tenant, for use as a gun range, the following described premises, to-wit:

The City of Guthrie Gun Range located at: 1817 North Academy Road

The tenant is to use the above described premises for a training facility.

TO HAVE AND TO HOLD, the same to the Tenant.

From the 5 day of February, 2013 to the 30th Day of September, 2013, and the Tenant in consideration of the leasing of the above described premises, covenants and agrees with the Landlord to pay the said Landlord, as rent for the same the sum of Five Dollars ($5.00) per student for each day student uses the leased premises during the term of this lease, which said rent shall be payable in cash at the conclusion of each class. Checks for rent, taken subject to final collection, and not credited until collected. This lease may be renewed for an additional (12) months from October 1, 2013 to September 30, 2014 and one additional option for another (12) months from October 1, 2014 to September 30, 2015. All terms of this lease shall apply to any extension.

The said Tenant further covenants with the Landlord, that at the expiration of the time mentioned in this lease or sooner termination or any extension thereof, peaceable possession of said premises shall be given to the Landlord, in as good condition as they now are-the usual wear, inevitable accident, or loss by fire excepted, and that upon the non-payment of the whole or any portion of the said rent at the time same is promised, to be paid, the Landlord may at the said Landlord's election, either distrain for said rent due, or declare this lease at an end, and recover possession as if the same was held by forcible detainer: the Tenant hereby waiving any notice of said election, or any demand for the possession of said premises.

This lease is non-exclusive and the City of Guthrie will retain control and use of the premises with the Tenant using the premises as designated days and times and Tenant's use schedule to be approved by the Guthrie Police Chief. Tenants use shall not interfere with the City of Guthrie's use.

Notices or service upon the Landlord or Owner may be made by delivering the same to the Owner, only at the following addresses: City Manager, P.O. Box 908, Guthrie, Oklahoma 73044

Notice to Tenant – Mark Spradlin, 1816 Tanglewood St. Guthrie, OK 73044

IT IS FURTHER COVENANTED AND AGREED between the parties hereto that:

(A) The Tenant is not to sublet all or any part of the above described premises, without the written consent of the Landlord.

(B) All damages to the gas, light or plumbing systems, or to any part of the above described premises, occurring through the result or negligence of the Tenant, his agents, or employees, shall be paid for by the Tenant.

(C) The Landlord shall keep the above described premises in a habitable condition, including all repairs due to natural wear and tear, provided that the Tenant must notify the Landlord of the need of such repair, so that the same may be made at Landlord's direction. And it is further understood and mutually agreed by the parties hereto that the Tenant is Not to incur any expense for repairs to said premises, or for any other purpose, which might be deductible from the rent, without first having obtained the written consent of the Landlord.

(D) In the event that the above described premises, or any part thereof, or the building of which they are a part, are substantially destroyed by fire or other hazard , then this lease shall become null and void, and any unearned rent paid in advance by the Tenant shall be refunded to the Tenant by the Landlord.

(E) The time of this lease cannot be extended beyond that stated above except by endorsement of both parties in writing and any extensions by verbal agreement or implied are hereby declared void.

(F) Tenant agrees to comply with city, county, state and federal laws and regulations, and any violation of said laws or regulations will render this lease subject to immediate termination.

(G) It is further agreed between the parties hereto, that the Tenant will intend to use this facility as part of shooting instruction and gun handling skills.

(H) The City of Guthrie may terminate this lease on thirty (30) days written notice if in its sole discretion it determines that Tenant's activities are being conducted dangerous to Tenant, Tenant's customers, city employees or the public or if said use is interfering with the City of Guthrie's police activities of training at the facility, or violates any state or federal law.

Tenant Representatives

Tenant represents and warrants that (1) Tenant is duly qualified to train persons in shooting skills and firearms handling (2) Tenant will only hire instructors who are duly qualified to train person(s) in shooting skills and firearms handling (3) the operation of the Tenant shall comply in all material respects with all applicable environmental, health and safety statutes regulations, state and federal laws.

Liens

Tenant shall keep the premises free from any mechanic's, materialman's or similar liens or other such encumbrances in connection with the lease, and shall indemnify and hold Landlord harmless from and against and claims, liabilities, judgments, or costs (including attorney's fees) arising in connection therewith.

Insurance

Tenant shall maintain liability insurance covering the Tenants and all its subcontractors in the amount of at least $5,000,000 per occurrence, and comprehensive general liability insurance of at least $1,000,000 combined single limit for bodily injury, death, or property damage; and policies therefore shall cover Landlord as additional insureds, as well as the Tenant. The Tenant shall deliver copies of its certificates for all such insurance to Landlord before the lease is commenced. All policies of insurance must require that the carrier give Landlord thirty (30) days advanced written notice of any cancellation or reduction in the amounts of insurance.

Indemnification

Tenant shall indemnify, defend and hold harmless Landlord, its parents and affiliated entities and its respective agents, servants, directors, officers and employees (each an "Indemnitee";collectively, "Indemnities"), for, from and against any and all claims, suits, demands, causes of action, damages, judgements, settlements, personal injury (including sickness, disease, or death), property damage (including loss of use and other economic loss), governmental action (including fines or penalties and levies) and executions and garnishments and all other expenses (including reasonable attorneys fees and litigation expenses) and losses resulting or arising directly or indirectly from: (1) any act, error or mission of Tenant (or its employees, agents or contractor or any subcontractors) in connection with, or with respect to, the provisions of this lease; (2) any hazardous materials brought to the premises or project or released by Tenant or any subcontractor; (3) the breach by Tenant of any warranties or representations made or given in, or pursuit to, or in connection with any agreements related to the lease: (4) any other breach by Tenant of any express or implied obligation hereunder; or (5) any execution, lien, levy and garnishment or other claim made or filed by a third party, whether or not arising from the lease.

Improvements

It is agreed that upon prior written agreement between the Chief of Police of the City of Guthrie and the Tenant, Tenant's rent may be offset by monies spent by the Tenant to improve the City of Guthrie's Gun Range.

GENERAL PROVISIONS

1. **Gender; Number**
   The use of (q) the neuter gender includes the masculine and feminine and (II) the singular number includes the plural whenever context requires.

2. **Captions**
Captions in this Lease Agreement are inserted for the convenience of reference only and do not define, describe, or limit the scope or intent of this Lease Agreement for any of its terms.

3. **Entire Agreement**
This Lease Agreement contains the entire agreement of Landlord and Tenant and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, among Landlord and Tenant relating to the subject matter contained in this Lease Agreement which are not fully expressed herein.

4. **Modification**
No modification, waiver, amendment, discharge, or change of this Lease Agreement shall be valid unless it is in writing and signed by the party against which enforcement of the modification, waiver, amendment, discharge or change is or may be sought.

5. **Joint and Several Liability**
If any part consists of more than one person or entity, that liability of each such person or entity signing this Lease Agreement shall be joint and several.

6. **Governing Law**
This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

7. **Severability**
In the event any term, covenant, condition, or provision of this Lease Agreement is held to be invalid, void, or otherwise enforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, or provision is invalid, void, or otherwise unenforceable shall in no way affect the validity of enforceability of any other term, covenant, condition, or provision of this Lease Agreement.

8. **Counterparts**
This lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute by one agreement. Any signature on a copy of this Lease Agreement or any document necessary or convenient thereto sent electronically or by facsimile shall be binding upon transmission and the electronic or facsimile copy may be utilized for the purpose of this Lease Agreement.

9. **Successors and Assigns**
Except as otherwise provided herein, all terms of this Lease Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and assigns.

10. **Attorney's Fee**

If any action at law or in equality shall be brought on account of any breach by tenant or to enforce or interpret any of the covenants, terms, conditions, or agreements of this Lease Agreement against the tenant then the landlord shall be entitled to recover from the other party, reasonable attorneys fees and suit cost, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

11. **Information Provided**

Both parties warrant and represent that all information each as provided to the other is accurate and correct.

CITY OF GUTHRIE, OKLAHOMA

By: _____
Mayor

_____
Mark Spradlin

To: City of Guthrie
Via: Damon Devereaux, Chief of Police

From: Wm. Mark Spradlin, 816 Tanglewood St, Guthrie, OK 73044

Subj: CITY OF GUTHRIE PISTOL RANGE

I am requesting the use of the City of Guthrie Pistol Range for the purpose of conducting the live fire part of the Conceal Carry Class as prescribed by the Self Defense Act of Oklahoma. The following information is provided.

1. The necessary insurance of $500,000 personal injury and $500,000 property damage has been secured through Metro-Plex Insurance of Yukon, OK.
2. I have been trained to use pistols by the USMC and the NRA and certified by the NRA as a pistol instructor and certified by CLEET and registered with the OSBI as an instructor.
3. I am a certified Range Safety Officer by the NRA.
4. I will have necessary first aid equipment on hand.
5. I have been trained in first aid.
6. A cell phone will be available in the case of an emergency.
7. I will have an appropriate number of trained coaches on hand to make sure that safety is the first priority.
8. I agree to pay a sum of $5.00 for each student in each class, payable to whomever the city directs, immediately following the completion of each class.

I understand that I will have to reserve the range through the Police Department. I will normally only need the range on Saturday afternoons for a period of 2-4 hours.

As a side note, for use of the range I will make my services available to the Guthrie Police Department if ever needed.

Thank you for your consideration in this matter.

Wm. Mark Spradlin
405-282-7727

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
X City Council
____ GPWA
____ Other: _____

Date of Meeting
02/05/2013

Contact
Justin Heid
Airport Manager

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 3, Baron Exploration Co.

Summary
Per the lease agreement between the City of Guthrie and Baron Exploration Co. the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0639 to $0.0712. The annual rate will increase from $299.13 to $333.22 and will remain at this rate until December 31, 2017. This is an increase of $34.09 per year. This ground lease expires December 31, 2026 with one (1) option to renew for ten (10) years, resulting in lease expiration of December 31, 2036.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No ____ N/A

Account Number 98-00-00-5463 **Amount** $34.09 (increase amount)

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 1st day of February, 1997, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Baron Exploration Co., (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 4,680 square feet of hangar space (Hangar # 03), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $333.22 per annum, representing a 0.0712 cents per square foot rate determined in accordance with the following formula:

4,680 square feet x $0.0712 = $333.22

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Baron Exploration Co. - Hangar # 3

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0639

Year	Increase	Cost Increase	Cost Per SF	
2008	4.20%	0.0027	$	0.0666
2009	-0.40%	-0.0003	$	0.0663
2010	1.70%	0.0011	$	0.0674
2011	3.40%	0.0023	$	0.0697
2012	2.10%	0.0015	$	0.0712
Total			**$**	**0.0712**

Original cost for Hanger Ground Lease	4,680	Sq Ft	$	299.13
New Ground Lease Cost	4,680	Sq Ft	**$**	**333.22**
Increase in Cost of Lease			$	34.09

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	02/05/2013	Justin Heid
____ GPWA		Airport Manager
____ Other: _____		

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 4, Brian Gregg.

Summary
Per the lease agreement between the City of Guthrie and Brian Gregg the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0639 to $0.0712. The annual rate will increase from $306.80 to $341.76 and will remain at this rate until December 31, 2017. This is an increase of $34.96 per year. This ground lease expires December 31, 2026 with one (1) option to renew for ten (10) years, resulting in lease expiration of December 31, 2036.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No ____ N/A

Account Number 98-00-00-5463 **Amount** $34.96 (increase amount)

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 1st day of February, 1997, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Brian Gregg, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 4,800 square feet of hangar space (Hangar # 04), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $341.76 per annum, representing a 0.0712 cents per square foot rate determined in accordance with the following formula:

4,800 square feet x $0.0712 = $341.76

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Brian Gregg - Hangar # 4

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0639

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0027	0.0666
2009	-0.40%	-0.0003	0.0663
2010	1.70%	0.0011	0.0674
2011	3.40%	0.0023	0.0697
2012	2.10%	0.0015	0.0712
Total			**0.0712**

Original cost for Hanger Ground Lease	4,800	Sq Ft	$	306.80
New Ground Lease Cost	4,800	Sq Ft	**$**	**341.76**
Increase in Cost of Lease			$	34.96

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
_X_ City Council
___ GPWA
___ Other: _____

Date of Meeting
02/05/2013

Contact
Justin Heid
Airport Manager

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 6, Pegasus Properties, LLC.

Summary
Per the lease agreement between the City of Guthrie and Pegasus Properties, LLC. the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0639 to $0.0712. The annual rate will increase from $1,087.83 to $1,212.11 and will remain at this rate until December 31, 2017. This is an increase of $124.28 per year. This ground lease expires December 31, 2026 with one (1) option to renew for ten (10) years, resulting in lease expiration of December 31, 2036.

Funding Expected _X_ Revenue ___ Expenditure ___ N/A

Budgeted ___ Yes ___ No ___ N/A

Account Number 98-00-00-5463 **Amount** $124.28 (increase amount)

Legal Review ___ N/A _X_ Required Completed Date: _____

Mayor's Appt. ___ Yes ___ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ___ Public Hearing _X_ Motion ___ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 8th day of July, 1997, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Pegasus Properties, LLC, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 17,024 square feet of hangar space (Hangar # 06), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $1,212.11 per annum, representing a 0.0712 cents per square foot rate determined in accordance with the following formula:

17,024 square feet x $0.0712 = $1,212.11

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Pegasus Properties, LLC - Hangar # 6

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0639

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0027	0.0666
2009	-0.40%	-0.0003	0.0663
2010	1.70%	0.0011	0.0674
2011	3.40%	0.0023	0.0697
2012	2.10%	0.0015	0.0712
Total			**0.0712**

Original cost for Hanger Ground Lease	17,024	Sq Ft	$	1,087.83
New Ground Lease Cost	17,024	Sq Ft	**$**	**1,212.11**
Increase in Cost of Lease			$	124.28

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	02/05/2013	Justin Heid
____ GPWA		Airport Manager
____ Other: _____		

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 7, Stanley K. Young.

Summary
Per the lease agreement between the City of Guthrie and Stanley K. Young the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0809 to $0.0902. The annual rate will increase from $196.12 to $218.64 and will remain at this rate until December 31, 2017. This is an increase of $22.52 per year. This ground lease expires December 31, 2026 with one (1) option to renew for ten (10) years, resulting in lease expiration of December 31, 2036.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No ____ N/A

Account Number 98-00-00-5463 **Amount** $22.52 (increase amount)

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 1st day of February, 1997, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Stanley K. Young, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 2,424 square feet of hangar space (Hangar # 07), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $218.64 per annum, representing a 0.0902 cents per square foot rate determined in accordance with the following formula:

2,424 square feet x $0.09015 = $218.64

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Stanley K. Young - Hangar # 7

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0809

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0034	0.0843
2009	-0.40%	-0.0003	0.0840
2010	1.70%	0.0014	0.0854
2011	3.40%	0.0029	0.0883
2012	2.10%	0.0019	0.0902
Total			**0.0902**

Original cost for Hanger Ground Lease	2,424	Sq Ft	$	196.12
New Ground Lease Cost	2,424	Sq Ft	**$**	**218.64**
Increase in Cost of Lease			$	22.52

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	02/05/2013	Justin Heid
___ GPWA		Airport Manager
___ Other: _____		

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 7A, ABA Contractor, Inc.

Summary
Per the lease agreement between the City of Guthrie and ABA Contractor, INC. the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0809 to $0.0902. The annual rate will increase from $245.72 to $273.94 and will remain at this rate until December 31, 2017. This is an increase of $28.22 per year. This ground lease expires December 31, 2032 with two (2) options to renew for five (5) years each, resulting in lease expiration of December 31, 2042.

Funding Expected	X Revenue	___ Expenditure	___ N/A
Budgeted	___ Yes	___ No	___ N/A
Account Number	98-00-00-5463	**Amount**	$28.22 (increase amount)
Legal Review	___ N/A	X Required	Completed Date: _____
Mayor's Appt.	___ Yes	___ No	

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 5th day of February, 2002, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and ABA Contractor, INC., (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 3,037 square feet of hangar space (Hangar # 07A), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $273.94 per annum, representing a 0.0902 cents per square foot rate determined in accordance with the following formula:

3,037 square feet x $0.0902 = $273.94

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

ABA Contractor, INC. - Hangar # 7A

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0809

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0034	0.0843
2009	-0.40%	-0.0003	0.0840
2010	1.70%	0.0014	0.0854
2011	3.40%	0.0029	0.0883
2012	2.10%	0.0019	0.0902
Total			**$ 0.0902**

Original cost for Hanger Ground Lease	3,037	Sq Ft	$	245.72
New Ground Lease Cost	3,037	Sq Ft	**$**	**273.94**
Increase in Cost of Lease			$	28.22

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	02/05/2013	Justin Heid
____ GPWA		Airport Manager
____ Other: _____		

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 8, Lloyd R. Cowger.

Summary
Per the lease agreement between the City of Guthrie and Lloyd R. Cowger the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0639 to $0.0712. The annual rate will increase from $321.70 to $358.35 and will remain at this rate until December 31, 2017. This is an increase of $36.65 per year. This ground lease expires December 31, 2026 with one (1) option to renew for ten (10) years, resulting in lease expiration of December 31, 2036.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No ____ N/A

Account Number 98-00-00-5463 **Amount** $36.65 (increase amount)

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 1st day of February, 1997, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Lloyd R. Cowger, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 5,033 square feet of hangar space (Hangar # 08), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $358.35 per annum, representing a 0.0712 cents per square foot rate determined in accordance with the following formula:

5,033 square feet x $0.0712 = $358.35

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Lloyd R. Cowger - Hangar # 8

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0639

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0027	0.0666
2009	-0.40%	-0.0003	0.0663
2010	1.70%	0.0011	0.0674
2011	3.40%	0.0023	0.0697
2012	2.10%	0.0015	0.0712
Total			**$ 0.0712**

Original cost for Hanger Ground Lease	5,033	Sq Ft	$	321.70
New Ground Lease Cost	5,033	Sq Ft	**$**	**358.35**
Increase in Cost of Lease			$	36.65

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
X City Council
___ GPWA
___ Other: _____

Date of Meeting
02/05/2013

Contact
Justin Heid
Airport Manager

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 10, Keith Northup.

Summary
Per the lease agreement between the City of Guthrie and Keith Northup the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0700 to $0.0779. The annual rate will increase from $78.12 to $86.94 and will remain at this rate until December 31, 2017. This is an increase of $8.82 per year. This ground lease expires December 31, 2034 with two (2) options to renew for five (5) years each, resulting in lease expiration of December 31, 2044.

Funding Expected X Revenue ___ Expenditure ___ N/A

Budgeted ___ Yes ___ No ___ N/A

Account Number 98-00-00-5463 **Amount** $8.82 (increase amount)

Legal Review ___ N/A X Required Completed Date: _____

Mayor's Appt. ___ Yes ___ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 1st day of January, 2004, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Keith Northup, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 1,116 square feet of hangar space (Hangar # 10), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $86.94 per annum, representing a 0.0779 cents per square foot rate determined in accordance with the following formula:

1,116 square feet x $0.0779 = $86.94

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Keith Northup - Hangar # 10

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0700

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0029	0.0729
2009	-0.40%	-0.0003	0.0726
2010	1.70%	0.0012	0.0738
2011	3.40%	0.0025	0.0763
2012	2.10%	0.0016	0.0779
Total			**0.0779**

Original cost for Hanger Ground Lease	1,116	Sq Ft	$	78.12
New Ground Lease Cost	1,116	Sq Ft	**$**	**86.94**
Increase in Cost of Lease			$	8.82

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	02/05/2013	Justin Heid
____ GPWA		Airport Manager
____ Other: _____		

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 10, Bancfirst.

Summary
Per the lease agreement between the City of Guthrie and ABA Contractor, Inc. the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0809 to $0.0902. The annual rate will increase from $90.29 to $100.66 and will remain at this rate until December 31, 2017. This is an increase of $10.37 per year. This ground lease expires December 31, 2033 with two (2) options to renew for five (5) years each, resulting in lease expiration of December 31, 2043.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No ____ N/A

Account Number 98-00-00-5463 **Amount** $10.37 (increase amount)

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 1st day of January, 2003, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Banc First, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 1,116 square feet of hangar space (Hangar # 10), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $100.66 per annum, representing a 0.0902 cents per square foot rate determined in accordance with the following formula:

1,116 square feet x $0.0902 = $100.66

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Banc First - Hangar # 10

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0809

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0034	0.0843
2009	-0.40%	-0.0003	0.0840
2010	1.70%	0.0014	0.0854
2011	3.40%	0.0029	0.0883
2012	2.10%	0.0019	0.0902
Total			**0.0902**

Original cost for Hanger Ground Lease	1,116	Sq Ft	$	90.29
New Ground Lease Cost	1,116	Sq Ft	**$**	**100.66**
Increase in Cost of Lease			$	10.37

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
X City Council
____ GPWA
____ Other: _____

Date of Meeting
02/05/2013

Contact
Justin Heid
Airport Manager

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 11, Leonard P. Patterson Living Trust.

Summary
Per the lease agreement between the City of Guthrie and Leonard P. Patterson Living Trust the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0809 to $0.0902. The annual rate will increase from $136.01 to $151.63 and will remain at this rate until December 31, 2017. This is an increase of $15.62 per year. This ground lease expires December 4, 2032 with two (2) options to renew for five (5) years each, resulting in lease expiration of December 31, 2042.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No ____ N/A

Account Number 98-00-00-5463 **Amount** $15.62 (increase amount)

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 4th day of December, 2002, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Leonard P. Patterson Living Trust, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 1,681 square feet of hangar space (Hangar # 11), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $151.63 per annum, representing a 0.0902 cents per square foot rate determined in accordance with the following formula:

1,681 square feet x $0.0902 = $151.63

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Leonard P. Patterson, Living Trust - Hangar # 11

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0809

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0034	0.0843
2009	-0.40%	-0.0003	0.0840
2010	1.70%	0.0014	0.0854
2011	3.40%	0.0029	0.0883
2012	2.10%	0.0019	0.0902
Total			**$ 0.0902**

Original cost for Hanger Ground Lease	1,681	Sq Ft	$	136.01
New Ground Lease Cost	1,681	Sq Ft	**$**	**151.63**
Increase in Cost of Lease			$	15.62

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
X City Council
____ GPWA
____ Other: _____

Date of Meeting
02/05/2013

Contact
Justin Heid
Airport Manager

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 13, Gale Braden and Barbara Braden.

Summary
Per the lease agreement between the City of Guthrie and Gale Braden and Barbara Braden the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0809 to $0.0902. The annual rate will increase from $144.42 to $161.01 and will remain at this rate until December 31, 2017. This is an increase of $16.59 per year. This ground lease expires December 31, 2032 with two (2) options to renew for five (5) years each, resulting in lease expiration of December 31, 2042.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No ____ N/A

Account Number 98-00-00-5463 **Amount** $16.59 (increase amount)

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 1st day of January, 2002, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Gale Braden and Barbara Braden, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 1,785 square feet of hangar space (Hangar # 13), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $161.01 per annum, representing a 0.0902 cents per square foot rate determined in accordance with the following formula:

1,785 square feet x $0.0902 = $161.01

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Gale Braden and Barbara Braden - Hangar # 13

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0809

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0034	0.0843
2009	-0.40%	-0.0003	0.0840
2010	1.70%	0.0014	0.0854
2011	3.40%	0.0029	0.0883
2012	2.10%	0.0019	0.0902
Total			**$ 0.0902**

Original cost for Hanger Ground Lease	1,785	Sq Ft	$	144.42
New Ground Lease Cost	1,785	Sq Ft	**$**	**161.01**
Increase in Cost of Lease			$	16.59

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	02/05/2013	Justin Heid
____ GPWA		Airport Manager
____ Other: _____		

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 14, Randall K. Calvert.

Summary
Per the lease agreement between the City of Guthrie and Randall K. Calvert the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0809 to $0.0902. The annual rate will increase from $1,426.58 to $1,590.41 and will remain at this rate until December 31, 2017. This is an increase of $163.83 per year. This ground lease expires December 31, 2033 with two (2) options to renew for five (5) years each, resulting in lease expiration of December 31, 2043.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No ____ N/A

Account Number 98-00-00-5463 **Amount** $163.83 (increase amount)

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 1st day of January, 2003, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Randall K. Calvert, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 17,632 square feet of hangar space (Hangar # 14), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $1,590.41 per annum, representing a 0.0902 cents per square foot rate determined in accordance with the following formula:

17,632 square feet x $0.0902 = $1,590.41

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Randall K. Calvert - Hangar # 14

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0809

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0034	0.0843
2009	-0.40%	-0.0003	0.0840
2010	1.70%	0.0014	0.0854
2011	3.40%	0.0029	0.0883
2012	2.10%	0.0019	0.0902
Total			**$ 0.0902**

Original cost for Hanger Ground Lease	17,632	Sq Ft	$	1,426.58
New Ground Lease Cost	17,632	Sq Ft	**$**	**1,590.41**
Increase in Cost of Lease			$	163.83

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	02/05/2013	Justin Heid
____ GPWA		Airport Manager
____ Other: _____		

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 18, Bross Enterprises Inc.

Summary
Per the lease agreement between the City of Guthrie and Bross Enterprises Inc. the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0809 to $0.0902. The annual rate will increase from $953.18 to $1,062.65 and will remain at this rate until December 31, 2017. This is an increase of $109.47 per year. This ground lease expires September 30, 2032 with two (2) options to renew for five (5) years each, resulting in lease expiration of September 30, 2042.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No ____ N/A

Account Number 98-00-00-5463 **Amount** $109.47 (increase amount)

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 1st day of August, 2002, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Bross Enterprises Inc., (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 11,781 square feet of hangar space (Hangar # 18), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $1,062.65 per annum, representing a 0.0902 cents per square foot rate determined in accordance with the following formula:

11,781 square feet x $0.0902 = $1,062.65

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Bross Enterprises Inc. - Hangar # 18

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0809

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0034	0.0843
2009	-0.40%	-0.0003	0.0840
2010	1.70%	0.0014	0.0854
2011	3.40%	0.0029	0.0883
2012	2.10%	0.0019	0.0902
Total			**$ 0.0902**

Original cost for Hanger Ground Lease	11,781	Sq Ft	$	953.18
New Ground Lease Cost	11,781	Sq Ft	**$**	**1,062.65**
Increase in Cost of Lease			$	109.47

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	02/05/2013	Justin Heid
____ GPWA		Airport Manager
____ Other: _____		

Agenda Item
Consider approval of the Consumer Price Index Amendment to Hangar Ground Lease # 19, Bross Enterprises Inc.

Summary
Per the lease agreement between the City of Guthrie and Bross Enterprises Inc. the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2008 thru 2012. The lease rate per square foot will increase from $0.0809 to $0.0902. The annual rate will increase from $953.18 to $1,062.65 and will remain at this rate until December 31, 2017. This is an increase of $109.47 per year. This ground lease expires July 31, 2032 with two (2) options to renew for five (5) years each, resulting in lease expiration of July 31, 2042.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No ____ N/A

Account Number 98-00-00-5463 **Amount** $109.47 (increase amount)

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes ____ No

Supporting documents attached
Amendment to Hangar Ground Lease Agreement; Exhibit "A"

Recommendation
Approve amendment to lease

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 1st day of August, 2002, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Bross Enterprises Inc., (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 11,781 square feet of hangar space (Hangar # 18), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be $1,062.65 per annum, representing a 0.0902 cents per square foot rate determined in accordance with the following formula:

11,781 square feet x $0.0902 = $1,062.65

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

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 to the 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 _____

LESSOR:
By:_____
Mayor

ATTEST:

_____
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Randel Shadid, City Attorney

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 to the 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 _____

"EXHIBIT A"

Bross Enterprises Inc. - Hangar # 19

Lease increase Based on the U.S. Department Of Labor Statistics

Consumer Price Index (South Urban Region, All Items)

Current Price per Square Foot.
0.0809

Year	Increase	Cost Increase	Cost Per SF
2008	4.20%	0.0034	0.0843
2009	-0.40%	-0.0003	0.0840
2010	1.70%	0.0014	0.0854
2011	3.40%	0.0029	0.0883
2012	2.10%	0.0019	0.0902
Total			**$ 0.0902**

Original cost for Hanger Ground Lease	11,781	Sq Ft	$	953.18
New Ground Lease Cost	11,781	Sq Ft	**$**	**1,062.65**
Increase in Cost of Lease			$	109.47

1/29/2013

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
x City Council	February 5, 2013	Rene Spineto, Director
___ GPWA		Community Development
x Other: Public Hearing		

Agenda Item
Public Hearing and consider action of a request by Tom Bertrand for a Special Use Permit to build a duplex in an area zoned R-1 (Single Family Residential), located at 723 North 20th Street.

Summary
The applicant requests a Special Use permit to build a multi-family residence at the southwest corner of North 20th and College Avenue.

The Planning Commission heard the request on January 10, 2013 and reviewed the application. Notice was published in the Guthrie News Leader on December 1, 2012, and 17 letters were mailed to property owners within 300 feet of the subject property. Two people spoke at the Planning Commission meeting in opposition to the project. The property owner then spoke in response to the comments.

The Planning Commission reviewed the application and moved to approve the application with modifications:

1. A duplex structure must be constructed, rather than the originally requested triplex.
2. A garage (not a carport) be constructed to accommodate one and one-half cars per unit.

The Planning Commission recommends the City Council approve the request to issue a Special Use Permit to the applicant, with modifications.

Funding Expected ___ Revenue ___ Expenditure x N/A

Budgeted ___ Yes ___ No x N/A

Account Number _____ **Amount**

Legal Review x N/A ___ Required Completed Date: _____

Mayor's Appt. ___ Yes x No

Supporting documents attached:

- Minutes from Planning Commission Meeting of January 10, 2013
- Documentation packet for the Planning Commission meeting of January 10, 2013

Action Needed x Public Hearing x Motion ___ Emergency Clause

CITY OF GUTHRIE

PLANNING COMMISSION MEETING

Thursday, January 10, 2013

MINUTES

A meeting of the Planning Commission was convened at 5:30 p.m. at Guthrie City Hall at 101 North 2nd Street.

Commissioners Present:	Doug Powell	Chairman	Absent
	Michael Smith	Vice-Chairman	Present
	Vern Ogden	Commissioner	Present
	Sharyl Padgett	Commissioner	Present
	Ed Wood	Commissioner	Present

Others Present: Judy Kay Johnson, Tom Bertrand, Yvonne Johnson, Rene' Spineto, Jim Hanke

CALL TO ORDER: This meeting was called to order on Thursday, January 10, 2013 at 5:30 p.m. Commission members were present and a quorum declared.

1. Consent Agenda:

   A) Minutes for December 13, 2012 meeting.

   A motion was made by Commissioner Ogden seconded by Commissioner Smith to approve the minutes as written. Commissioners Ogden and Smith voted Aye.

2. Public Comments: None.

3. Consideration of and recommendation to the City Council on a special use permit regarding a request to allow the construction of a multi-family home (1 Triplex unit) in an area zoned R-1 (single-family dwellings).

   Judy Johnson is a family member of the property owner, which is located immediately to the south of the subject property. She spoke against the development with concerns of the possibility of future renters being drug users and "running around naked", as well as causing an increase in other crimes in the area. She also voiced concern that a portion of her septic system was located on the subject property, and she would be forced to install her own septic system on her own property.

   Yvonne Johnson spoke against the proposed development because of concerns she has regarding the lot size and a septic system that would accommodate a Triplex unit. She also expressed concern of other multi-family dwellings that may be developed in the future, and wanted to keep the area as an R-1 (single-family dwelling) only.

   Tom Bertrand (Applicant) spoke, acknowledging the concerns of the Johnson family and said he would comply with all DEQ recommendations for his septic system, and that he was going to construct a quality structure.

   The Commissioners had concerns about the size of the subject property accommodating a Triplex and providing garage parking for vehicles. Commissioner Ogden said that he would be in favor of a Duplex structure instead of a Triplex.

After consideration, the Commission moved to approve the application with modification for (1) Duplex structure with a 1 ½ car garage for each of the two units. A motion was made by Commissioner Ogden, seconded by Commissioner Wood to approve the application as modified. All voted Aye.

4. New Business: None.

5. Reports/Comments from Staff: None.

6. Comments from Commissioners: None

7. Public Comments: None.

The meeting adjourned at 6:15 p.m.

CITY OF GUTHRIE OKLAHOMA

Commissioners – Doug Powell, Michael Smith, Vern Ogden, Sharyl Padgett, Ed Wood

GUTHRIE PLANNING COMMISSION AGENDA
101 N. 2nd Street
CITY OF GUTHRIE
5:30 Thursday, January 10, 2013

1. **Call to Order.**

   All matters listed will be enacted by one motion unless a request is made for discussion by any member of the audience or commission, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.

   A. Minutes from the December 13, 2012 meeting.

2. **Public Comments.**

3. Consideration of and recommendation to the City Council regarding a request for a "special use" permit at Fourth Capital Heights N70 of Lot(s) 1-5, Blk. 1, which is the Southwest Corner at 20th & College Streets. This special use permit is to construct a multi-family home (1 Triplex Unit), in an R-1 (single family dwellings) zoned area.

4. **New Business.**

5. **Report/Comments from Staff.**

6. **Comments from Commission Members.**

7. **Adjournment.**

Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on November 30, 2012. The City of Guthrie encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The city may waive the 48 hours rule if signing is not the necessary accommodation.

PLANNING REPORT
(REHEARING)

To: Chairman and Members of the Planning Commission

From: Jim Hanke, Chief Inspector of Construction Services

Date: January 10, 2013

Subject: Consideration of and recommendation to the City Council regarding a request for a "special use" permit at Fourth Capital Heights N70 of Lot(s) 1-5, Blk. 1, which is the Southwest Corner at 20th & College Streets (map enclosed). This special use permit is to construct a multi-family home (1 Triplex Unit), in an R-1 (single family dwellings) zoned area.

RECOMMENDATION:
At the discretion of the Commission

GENERAL INFORMATION:
Applicant:
Mr. Tom Bertrand

Owner:
Same

Requested Action: Issue a "special use" permit to allow the construction of a multi-family home (1 Triplex unit) in an area zoned R-1 (single family dwellings).

Description:
The applicant also seeks relief from:

(1) The density of use requirement (building coverage on the lot). The Zoning Ordinance requires three (3) living units (one Triplex), to have a minimum development area of 10,000 square feet; the subject property has approximately 8750 square feet available for development.

(2) The applicant wishes to use a metal exterior siding on the dwelling unit. The design guidelines of the Zoning Ordinance prohibit metal exterior siding on residential structures in new developments.

Surrounding Land Use and Zoning: R-1 (Single family Dwellings)

Special Information: The subject property is currently undeveloped, if a special use permit is recommended, and approved by the City Council, the applicant will need an approved landscaping plan prior to the issuance of construction permits. The Applicant will provide sealed surface parking on site, for five (5) vehicles.

Transportation: N/A

Utilities Available: OGE, ONG, City water service.

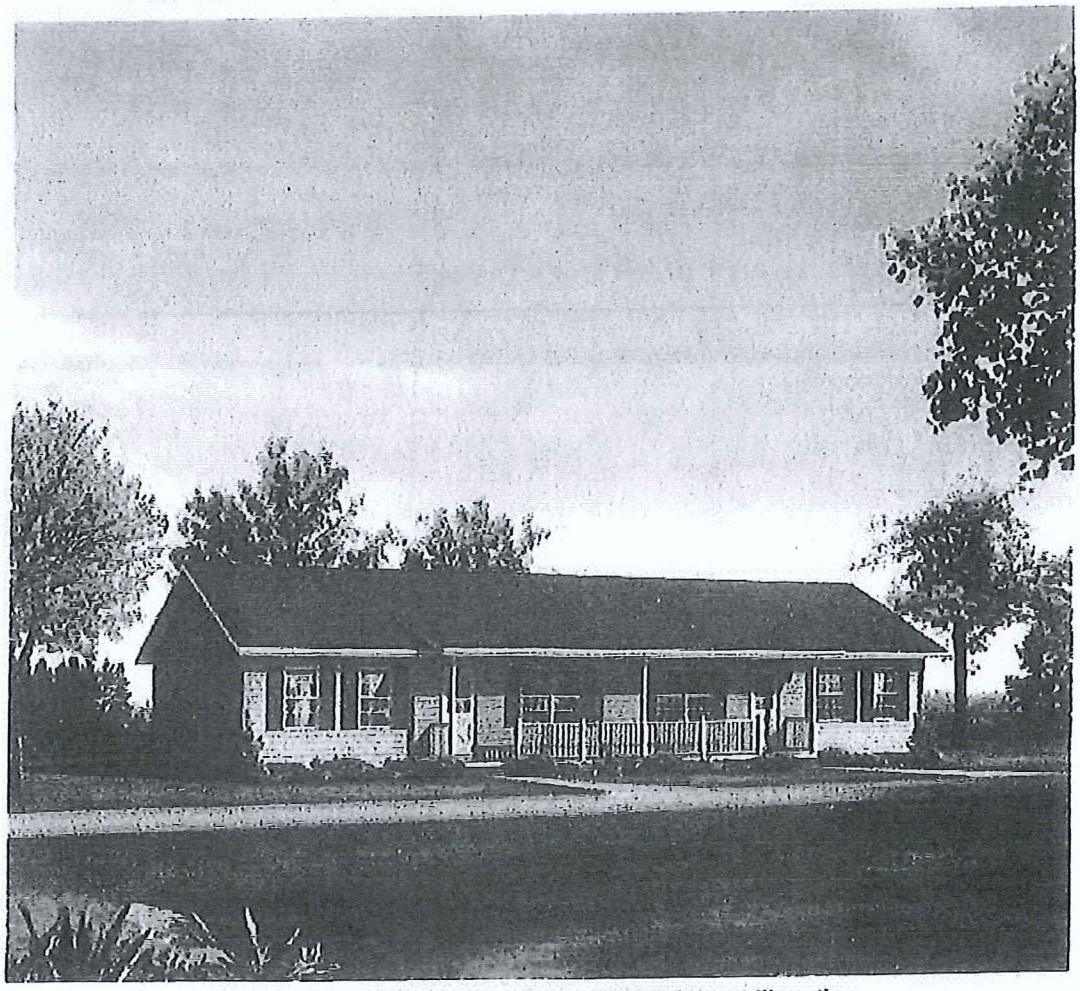
History: This application was previously heard at the Commission meeting on September 13, 2012, However notification to all property owners within the 300 foot area was incomplete, so a rehearing was needed to properly handle the application.

Notification: Notice in the Guthrie News Leader on December 1, 2012 and 17 letters mailed to property owners within 300 feet of the subject property.

Respectfully Submitted,

Jim Hanke

Jim Hanke,
Chief Inspector of Construction Services.



Plan Number 87367 | Order Code 05WEB | Front Elevation
FamilyHomePlans.com
U.S. customers call 1-800-235-5700 | Canadian customers call 1-800-361-7526
Click Here to Mirror Reverse

Parking
Asphalt or Concrete

Septic
License DEQ

COLLEGE AVE
19TH ST

Google earth

feet 500

meters 100

CITY OF GUTHRIE OKLAHOMA
Community Development
PO Box 908
Guthrie, OK 73044
jhanke@cityofguthrie.com
phone (405) 282-1110 • fax (405) 282-0213

November 30, 2012

Dear Guthrie Resident:

The Planning Commission will hold a Public Hearing at 5:30 p.m., Thursday, January 10, 2013, in the Council Chambers at City Hall located at 101 North 2nd Street concerning a request for a "special use" permit at Fourth Capital Heights N70 of Lot(s) 1-5, Blk. 1, which is the Southwest Corner at 20th & College Streets. This special use permit is to construct a multi-family home (1 Triplex Unit), in an R-1 (single-family dwellings) zoned area.

A second public hearing will be held by the City Council at 7:00 p.m. February 05, 2013.

Anyone desiring to make comments may do so in person at the public hearing or by written comment to the Planning Commission at the Office of Community Planning and Development, P.O. Box 908, Guthrie, OK 73044 no later than 5:00 PM, January 3, 2013.

Should you have any questions, please call me at 405-282-1110.

Jim Hanke

Jim Hanke
Chief Building Inspector

WWW.CITYOFGUTHRIE.COM

INTEGRITY, SERVICE, QUALITY OF LIFE

TREE CITY USA

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
x City Council	February 5, 2013	Rene Spineto, Director
____ GPWA		Community Development
____ Other: _____		

Agenda Item
Consider approval of Ordinance No. 3246, amending Chapter 2, Article 1 of the Guthrie Code of Ordinances by prohibiting alcohol advertisement at City sponsored events.

Summary
Ordinance #3246 amends Chapter 2, Article 1, by amending Section 2-10, Alcohol Regulations

This Ordinance is similar to Ordinance No. 3245, (Advertisement of Tobacco Prohibited at City Sponsored Events), since it originates from the Healthy Community Incentive Program. In May 2012 the City of Guthrie was one of 14 cities statewide to be awarded a Healthy Community Incentive Grant from the Oklahoma Tobacco Settlement Endowment Trust for projects that promote wellness and over-all community health. This grant was awarded based on population and specific criteria met.

This coming year the City of Guthrie may be eligible for an additional $8,000 if the City of Guthrie meets another set of criteria as a healthy community. One of the items includes an Ordinance prohibiting the advertisement of alcohol products at City of Guthrie sponsored events.

Proposed Ordinance No. 3246 contains the following provisions:

- It will be unlawful for any business or person to market or advertise alcohol at any City of Guthrie sponsored event.
- A City of Guthrie sponsored event shall include but not be limited to sporting events, parades, festivals, dances, or concerts.

Funding Expected	____ Revenue	____ Expenditure	x N/A
Budgeted	____ Yes	____ No	x N/A
Account Number	_____	**Amount**	
Legal Review	____ N/A	x Required	Completed Date: _____
Mayor's Appt.	____ Yes	x No	

Supporting documents attached:

- Ordinance

Recommendation:
Approve Ordinance No. 3246 amending Chapter2, Article1 of the Guthrie Code of Ordinances

Action Needed ____ Public Hearing x Motion ____ Emergency Clause

ORDINANCE No. 3246

AN ORDINANCE AMENDING CHAPTER TWO, ARTICLE ONE, OF THE CITY OF GUTHRIE CODE OF ORDINANCES, TITLED ALCOHOL TAXATION AND REGULATIONS BY ADDING SECTION 2-10(A-E), ADVERTISMENT OF ALCOHOL PROHIBITED AT CITY SPONSORED EVENTS, PROVIDING FOR VIOLATION, SEVERABILITY AND REPEALER.

ARTICLE 1: ALCOHOL TAXATION AND REGULATIONS

Section 2-10 <u>ADVERTISEMENT OF ALCOHOL PROHIBITED AT CITY SPONSORED EVENTS</u>

A. It shall be unlawful for any person or business to market or advertise, in any manner or method, products which contain alcohol at any event sponsored by the City of Guthrie, Oklahoma.
B. Events sponsored by the City of Guthrie shall include, but are not limited to: sporting events, parades, dances, concerts, or festivals.
C. Any person who knowingly violates this act is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than $500.
D. Savings Clause – If a sentence, section, or any part of this article shall be deemed unconstitutional or void, such action shall not affect the remaining parts of this article.
E. Repealer – All ordinances or parts of ordinances or resolutions in conflict are hereby repealed to the extent of such conflict.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GUTHRIE THIS_____DAY OF _____, 2013.

_____

Chuck Burtcher, Mayor, City of Guthrie

Attest:

_____

Wanda Calvert, City Clerk, City of Guthrie

Approved as to Form:

_____

Randel Shadid, City Attorney, City of Guthrie

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	February 5, 2013	Jim Ahlgren
___ GPWA		
___ Other: _____		

Agenda Item
Consider approval authorizing City staff to adopt the Oklahoma Municipal Retirement Fund (OMRF) CMO Ordinance and Joinder Agreement changes.

Summary
The City of Guthrie adopted the OMRF CM retirement plan January 19, 2010. This was at the request of staff in hiring the past City Manager. We have been advised by OMRF that the plan requires an amendment to the Ordinance and Joinder Agreement.

Funding Expected ___ Revenue ___ Expenditure X N/A

Budgeted ___ Yes ___ No X N/A

Account Number _____ **Amount** _____

Legal Review X N/A ___ Required Completed Date: _____

Mayor's Appt. ___ Yes X No

Supporting documents attached

- **Ordinance No. 3247**
- **OMRF Master Defined Contribution Plan Joinder Agreement.**

Recommendation
Approve Ordinance No. 3247 and Plan Joinder Agreement.

Action Needed ___ Public Hearing X Motion X Emergency Clause

AN ORDINANCE OF THE CITY OF GUTHRIE, OKLAHOMA

ORDINANCE NO. 3247

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, **DEFINED CONTRIBUTION** PLAN **FOR THE POSITION OF CITY MANAGER FOR THE CITY OF GUTHRIE**, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE **CITY OF GUTHRIE**, OKLAHOMA; PROVIDING FOR THE DEFINITION OF EMPLOYEE; PERTAINING TO PLAN DESIGN; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA.

Section 1. The Employee Retirement System, Defined Contribution Plan, of the **City of Guthrie**, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **February 1, 2013**.

Section 2. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. Whereas, in the judgment of the City Council of the **City of Guthrie,** Oklahoma, the public peace, health, safety, and welfare of the **City of Guthrie**, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

END

The foregoing ordinance was introduced before the City Council on the _____ day of _____, _____, and was duly adopted and approved by the Mayor and City Council on the _____ day of _____, _____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form and legality on _____, _____.

_____
CITY ATTORNEY

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

City of Guthrie, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Guthrie, Oklahoma, hereby establishes a Defined Contribution Plan to be known as the **City of Guthrie Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

[ ] This instrument is a new Plan effective _____.

[X] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective February 1, 2010. The effective date of this Joinder Agreement is **February 1, 2013**, except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

[ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

[ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

[X] **Effective February 1, 2013, any person who on or after October 1, 2012 holds the position of City Manager and who was hired prior to February 1, 2013.**

The word "Employee" shall not include:

[ ] Any person who is currently accruing benefits under any other state or local retirement system.

[ ] Any person who .

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

[ ] __ months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee shown above was met.

[X] On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

[ ] No exclusions.

[X] Overtime pay.

[X] Bonuses.

[X] Commissions.

[X] Severance pay.

[X] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.

[ ] Other: .

5. Plan Design.

The Employer hereby elects the following Plan design:

[X] **Pick-up Option. Each Employee shall be required to contribute to the Plan 0.00% of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.**

[ ] Thrift Plan Option.

[ ] A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

[ ] The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.

The Employer contribution together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.

[ ] The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.

[ ] Fixed Contribution. The Employer shall contribute to the Fund an amount which when added to amounts available from Amounts Forfeited in prior periods, if any, shall equal % of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution together with amounts available from Amounts Forfeited in prior periods shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

[X] Variable Funding Option.

[X] The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)

[ ] Option A: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

[X] Option B: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

[ ] Option C: A combination of Options A and B in the following ratios: % for Option A, and % for Option B.

[ ] 401(k) Funding Option.

(This Option available only if elected prior to May 1, 1986)

[ ] Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period. The election period shall be the one month period preceding each [ ] Valuation Period [ ] calendar quarter of the Valuation Period.

[ ] Section 4.9(c) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

[ ] No Employer Contribution Option.

6. Other Participant Contribution Options.

[X] Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.5 of the Plan.
[ ] A Participant may not withdraw Voluntary Nondeductible Contributions.
[ ] Participants shall not contribute to the Plan.

7. Self-Directed Investments.

[X] Are permitted.
[ ] Are not permitted.

8. Allocation of Forfeitures Available.

[X] Shall be added to Employer contribution.
[ ] Shall reduce the Employer contribution.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

[X] shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.
[ ] shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

[ ] Option A

Years of Service	Vested Percentage	Forfeited Percentage
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[ ] Option B

Years of Service	Vested Percentage	Forfeited Percentage
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

[ ] Option C

Years of Service	Vested Percentage	Forfeited Percentage
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[X] Option D

Years of Service	Vested Percentage	Forfeited Percentage
Immediate Vesting	100%	0%

[ ] Option E

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option E is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

[X] Participant loans shall be offered pursuant to Section 6.14 of the Plan.

[ ] Participant loans shall not be offered.

---

12. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF **City of Guthrie** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Guthrie

By:_____

Attest:

Title:_____

_____

Title:_____

(SEAL)

---

13. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:_____

Title: Chairman

Attest:

_____

Secretary

(SEAL)

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	February 5, 2013	Guthrie Parks Advisory Board
___ GPWA		
___ Other: ___		

Agenda Item

Consider approval of rehabilitation of the Highland Hall parking area and the entrance pillars into the Highland Park, and the addition of a new skate board event to the Ritzhaupt Skate Park as recommended by the Guthrie Park Advisory Board.

Summary

The parking area in the front of Highland Hall and on the south side of the road is mostly used by the Logan County Aging Service patrons for parking. The parking is gravel, very rough and uneven creating a difficulty to navigate. The Highland Park entrance pillars are losing mortar from between the sandstone block and the cap of the pillars are disintegrating. The Ritzhaupt Skate Park is used heavily by skate boarders, especially in the spring and summer months. The addition of a bank-to-bank with grind rail event will provide more for our youth in the community. All approved and recommended by the Guthrie Parks Advisory Board.

Committed funding is available in the Hotel/Motel Tax fund designated for park improvements.

Funding Expected ___ Revenue X Expenditure ___ N/A

Budgeted X Yes ___ No ___ N/A

Account Number 45-45-00-6545 **Amount** $39,000.00

Legal Review X N/A ___ Required Completed Date: ___

Mayor's Appt. ___ Yes X No

Supporting documents attached

Recommendation

- Approve Parks Advisory Board recommendation

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting
__x__ City Council
____ GPWA
____ Other: _____

Date of Meeting
February 5, 2013

Contact
Maxine Pruitt, M. S.
Director

Agenda Item

Consider approval to surplus two pickup trucks in the Parks Department due to age and availability of replacement parts and allow for disposal in a way that is most advantageous to the City of Guthrie.

Summary

The Parks Department has two vehicles for surplus. #131, 1992 Chevy 1500 Pickup with an odometer reading of 170,983 miles and #163, 1987 GMC 1500 Pickup with an odometer reading of 163,920 miles. Both vehicles are in the shop for repair on a regular basis and because of their age it is difficult to get the repair parts. The request is to retire these two vehicles, take them off the insurance and give the Fleet Maintenance Superintendent authority to dispose of them in a way that is most advantageous to the City of Guthrie. The Parks Department has six employees and nine vehicles.

Please see the chart for usage.

Year	Make/Model	Fleet #	Notes
1999	Dodge	164	Replacing motor
1994	Chevy	130	Dump truck
1988	Ford Van	230	Cemetery only, tents for funerals
2003	Ford F250	107	Parks Foreman
2003	Ford F450	108	Dump truck
1987	Chevy S-10	197	Used for picking up trash
2001	Dodge 1500	186	Superintendent
1987	GMC 1500	163	Surplus/age & parts availability
1992	Chevy 1500	131	Surplus/age & parts availability

Funding Expected ____ Revenue ____ Expenditure __x__ N/A

Budgeted ____ Yes ____ No __x__ N/A

Account Number _____ **Amount** _____

Legal Review __x__ N/A ____ Required Completed Date: _____

Mayor's Appt. ____ Yes __X__ No

Supporting documents attached

- Fixed Asset Transaction Form for #131 – 1992 Chevy 1500 Pickup
- Fixed Asset Transaction Form for #163 – 1987 Chevy 1500 Pickup
- Pictures of Park Fleet

Recommendation

- Approve to surplus (2) vehicles

Action Needed ____ Public Hearing __X__ Motion ____ Emergency Clause

GPWA 05-06-08Request L-P Financing Track Hoe-CL.doc

FORM 2
CITY OF GUTHRIE/GUTHRIE PUBLIC WORKS AUTHORITY
FIXED ASSET TRANSACTION FORM

DATE: 1/15/2013

DEPARTMENT: Parks & Public Grounds

ASSET DESCRIPTION
Truck # 131

1992 Chevy 1500 Pickup

170,983 miles

SERIAL OR VIN NUMBER: 1GCEC14HONZ194650

COST: _____ DATE ITEM RECEIVED: _____

PO NUMBER ISSUED FOR THIS PURCHASE: _____

ASSET NUMBER ASSIGNED: _____ (for new purchases only)

LOCATION WHERE THIS ASSET WILL BE KEPT: _____

****

ACTION TAKEN

XX RETIREMENT

____ DONATED OR CONTRIBUTION

____ OTHER DISPOSAL

____ OTHER ADDITION

____ TRANSFER IN FROM _____

____ TRANSFER OUT TO _____

EXPLANATION OF ACTION TAKEN:
Because of the age, number of miles and the availability of replacement parts

Asset Number _____ (Only use for assets retired, transferred or otherwise disposed of)

Maxine Prewitt
Department Head Signature

NOTE: RETURN THIS FORM TO THE PURCHASING OFFICE WHEN COMPLETE

FORM 2
CITY OF GUTHRIE/GUTHRIE PUBLIC WORKS AUTHORITY
FIXED ASSET TRANSACTION FORM

DATE: 1/15/2013

DEPARTMENT: Parks & Public Grounds

ASSET DESCRIPTION
Truck # 163

1987 GMC 1500 Pickup

163,920 miles

SERIAL OR VIN NUMBER: 1GTDR14Z3HS516097

COST: _____ DATE ITEM RECEIVED: _____

PO NUMBER ISSUED FOR THIS PURCHASE: _____

ASSET NUMBER ASSIGNED: _____ (for new purchases only)

LOCATION WHERE THIS ASSET WILL BE KEPT: _____

****

ACTION TAKEN

XX RETIREMENT

___ DONATED OR CONTRIBUTION

___ OTHER DISPOSAL

___ OTHER ADDITION

___ TRANSFER IN FROM _____

___ TRANSFER OUT TO _____

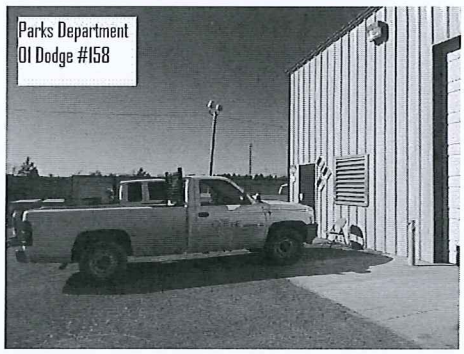
EXPLANATION OF ACTION TAKEN:
Because of the age, number of miles and the availability of replacement parts.

Asset Number _____ (Only use for assets retired, transferred or otherwise disposed of)

Maxine Truitt
Department Head Signature

NOTE: RETURN THIS FORM TO THE PURCHASING OFFICE WHEN COMPLETE

Parks Department
01 Dodge #158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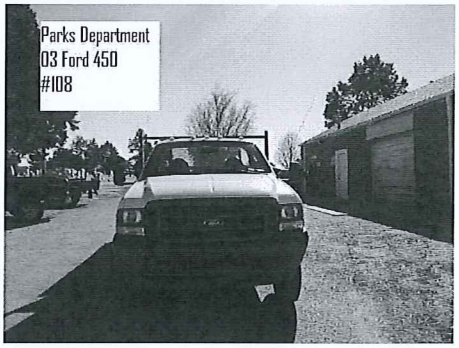
01 Dodge #158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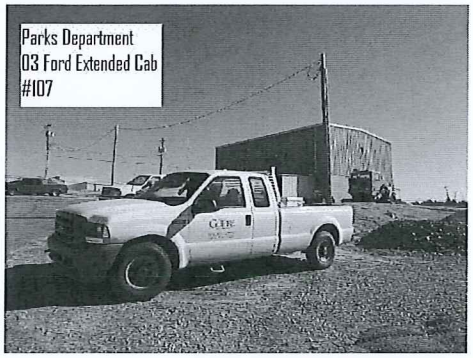
03 Ford 450
#108

Parks Dept. 87 Chevy S10 #197

Parks Department
87 Chevy S10
#197

Parks Department
01 Dodge #158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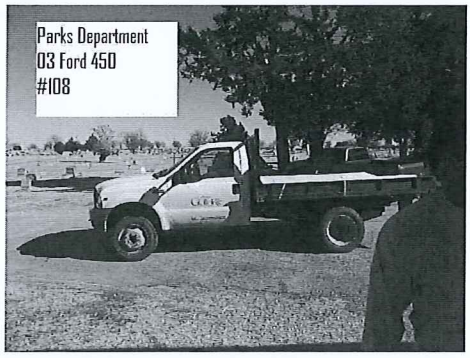
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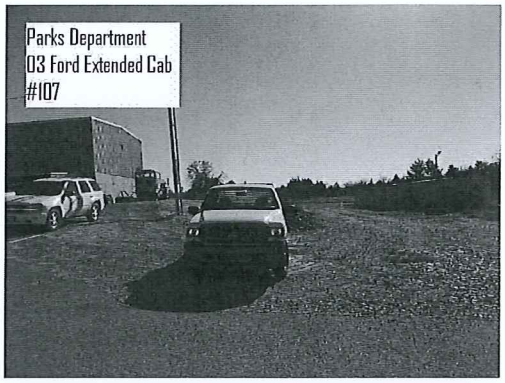
#197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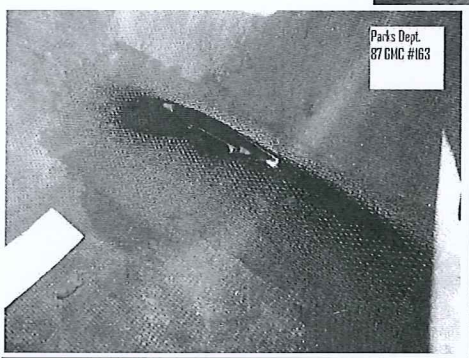
#107

Parks Department
03 Ford Extended Cab
#107

Parks Department
03 Ford 450
#108

Parks Dept
87 Chevy S10
#197

Parks Department
87 GMC
#163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87 GMC #163

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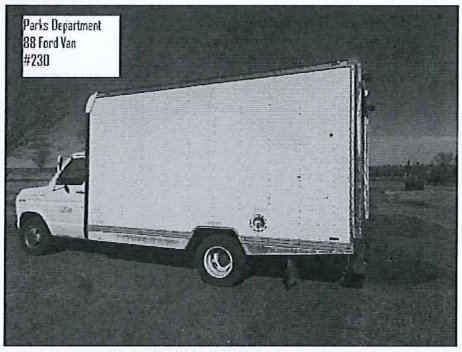
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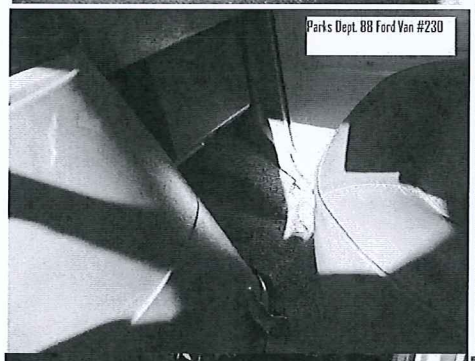
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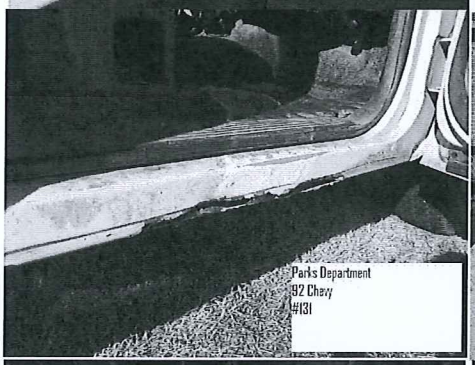
Parks Department
92 Chevy #131

Parks Department
92 Chevy
#131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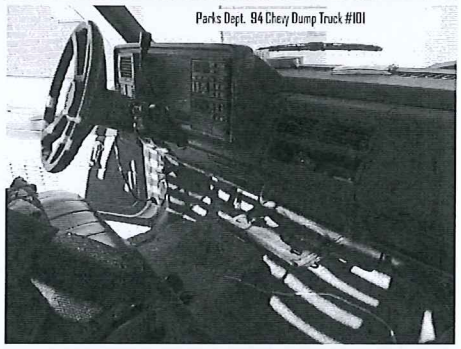
Parks Department
94 Chevy Dump Truck
#101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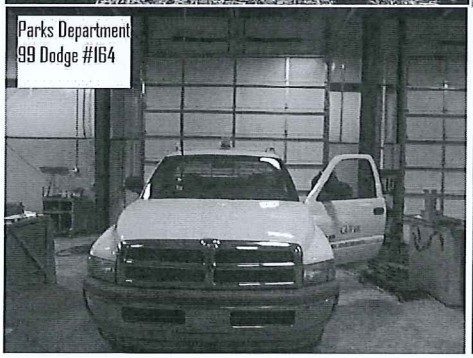
Parks Department
99 Dodge #164

Parks Department
99 Dodge #164

Parks Department
99 Dodge #164

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	February 5, 2013	Jim Ahlgren
____ GPWA		
____ Other: _____		

Agenda Item
Consider approval of Resolution No. 2013-02 authorizing sponsorships/donations to help provide a revenue source of funding for equipment upgrades at Channel 20.

Summary
Channel 20 TV has been in operation since 1986. The equipment to shoot and produce the channel is mainly original. Equipment is repaired or replaced when not operational. It is the desire of staff to upgrade the station equipment to the latest technology as possible.

The current budget for equipment for the station is $2000 and has been allocated for FY 2013.

To raise revenue for the station a Sponsorship Program has been developed that will allow for the station to accept donations/sponsorships for promotions on the station. The Guthrie Chamber of Commerce has partnered with the City to manage the marketing and operations of the sponsorship.

Funding Expected X Revenue ____ Expenditure ____ N/A

Budgeted ____ Yes ____ No X N/A

Account Number _____ **Amount** _____

Legal Review ____ N/A X Required Completed Date: _____

Mayor's Appt. ____ Yes X No

Supporting documents attached

- **Resolution # 2013-02**
- **GTV 20 Sponsorship Levels**
- **Equipment plans for Sponsor Donations**

Recommendation
Approve Resolution No. 2013-02

Action Needed ____ Public Hearing X Motion ____ Emergency Clause

RESOLUTION NO. 2013-02

A RESOLUTION OF THE CITY OF GUTHRIE, OKLAHOMA IN SUPPORT OF THE GTV20 SPONSORSHIP PROGRAM TO RAISE FUNDS TO IMPROVE THE BROADCASTING QUALITY THROUGH NEW EQUIPMENT AND TECHNOLOGY.

WHEREAS, the City of Guthrie established the Public Broadcast Channel TV20 on or about April 1986.

WHEREAS, the City of Guthrie desires the Public Broadcast Channel TV20 to be as up-to-date and modern as possible.

WHEREAS, as special GTV20 Sponsorship Fund is established for the City of Guthrie for the direct benefit of new equipment and technology for GTV20, thus providing a vehicle for tax deductible contributions. Sponsorship may not be for political purpose or used by any political action committee message.

NOW THEREFORE, BE IT RESOLVED by the Guthrie Mayor and City Council: that the City of Guthrie affirms its commitment to the Public Broadcast Channel TV20 and its desire to raise funds for equipment and technology improvements from private donations.

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma on the 5th day of February, 2013 after compliance with the notice requirements of the Open Meeting Act (25 OSA, 301,et seq.).

_____
Chuck Burtcher, Mayor

ATTEST: (Seal)

_____
Wanda Calvert, City Clerk

APPROVED AS TO FORM

_____
Randel Shadid, City Attorney

GTV20 Sponsorship Levels

All Sponsorship Levels include:

*Promotional Spots on GTV20 :15sec spots
Example: Video: The Heritage Collection
Audio: "Visit The Heritage Collection located at 118 W. Oklahoma ave in Beautiful Historic Downtown Guthrie, OK For more information visit them on facebook or call 405.282.6630."

Partner -Gift of $500

- :15 sec Promo Spot to play 2x per day on GTV20 for a 1 year period
- 3 MONTH Commitment Sponsor of a special production on GTV20 (Extra 3 spots per day)
- Example: Example: 2nd annual First Capital Triathlon

Leader - Gift of $1000

- :15 sec Promo Spot to play 3x per day on GTV20 for a 1 year period
- 1 year commitment Sponsor of a special production on GTV20 (Extra 3 spots per day)
- Example: 2nd annual First Capital Triathlon

Developer - Gift of $2,500

- :15 sec Promo Spot to play 4x per day on GTV20 for a 1 year period
- 1 year commitment Sponsor of a segment within the City Manager's Forum on GTV20
- Example: Sponsor of Mayoral Moments/Chalk Talk/Destination Guthrie

Builder - Gift of $5,000

- :15 sec Promo Spot to play 5x per day on GTV20 for a 1 year period
- 1 year commitment Sponsor of an original segment on GTV20
- Example: City Council/City Manager's Forum

Innovator - Gift of $10,000 (Automatic Business Spotlight 15min Promo)

- :15 sec Promo Spot to play 5x per day on GTV20 for a 2 year period
- 2 year commitment Sponsor of an original segment on GTV20
- Example: City Council/City Manager's Forum
- Production assistance provided by, credit on special programming
- Example: 2nd annual First Capital Triathlon

Benefactor- Gift of $25,000 (Automatic Business Spotlight 15min Promo)

- :15 sec Promo Spot to play 5x per day on GTV20 for a 5 year period
- 5 year commitment Sponsor of an original segment on GTV20
- Example: City Council/City Manager's Forum
- Production assistance provided by, credit on every production
- Example: Discover OK/This Land/Outdoor Ok/2nd annual First Capital Triathlon

Visionary– Over $50,000 (Automatic Business Spotlight 15min Promo)

- :15 sec Promo Spot to play 5x per day on GTV20 for a 10 Year Period
- 10 Year commitment Sponsor of an original segment on GTV20
- Example: City Council/City Manager's Forum
- Production assistance provided by, credit on every production
- Example: Discover OK/This Land/Outdoor Ok/2nd annual First Capital Triathlon
- Or Benefactor of production Studio in their name
- Example: Every production shot in that studio (Audio underneath Video)
  "Welcome to John Vance Studio in Beautiful Historic Downtown Guthrie, now here's your host....."

Why Sponsorship Opportunities?

- Sponsorship is a way to show that your business matters in the community... that you are a team player. Your business will benefit from the increased influence with Guthrie's businesses and the community.
- Leveraging technology and pushing your business and what your organization does outside the borders of Guthrie is our main goal and focus.
- GTV20 sponsors will receive the best level of promotion and exposure that GTV20 can offer with a variety of high profile, cost-efficient, promotional, and cross-promotional opportunities, reaching your prime audience.

	GTV20 SPONSOR DONATIONS EQUIPMENT PLAN
	$500 or $1000 Donation (This product is $499) This is the GoPro Hero 3. HD top of the line camera used by many production companies and will be used for shooting creative videos as well as side shot interviews & a live camera feed on the City Hall tower.
	$500 or $1000 Donation (This product is $799) This is a Hard Drive that fits on the back of the Sony HD Camera we have now. We record onto HD tape and use the camera as a play deck to import the footage into the computer at the present time. The reason for getting this is to digitally record hd footage onto this hard drive and import the video into the computer off of this, eliminating using the camera to do so. If we continue to use the camera as a play deck we will eventually wear down the camera to where it won't record at all.
	$5000 Donation (This product is $900) This is a Sony Robotic Camera we would be getting 5 of these. Three for council chambers and two for the upstairs conference room. I can manually control these cameras through a remote device, eliminating the cameras we have now and the need for camera people during an event or meeting in the council chambers.
	$10,000 Donation (This product is $10,000) This is called a TelVue Hypercaster, it is a HD broadcast player with an internal server and Hard drive. This will be used to run GTV20 & is being used by Oklahoma City & Edmond, City Channels.
	$25,000 Donation (This product is $8,000) This is the new JVC ProHD Studio Camera with a Canon 14x Lens. We would be purchasing two to three of these for shoots inside the studio as well as out in the field when doing sit down interviews.
	$25,000 Donation (This product is $5,000) This is the Tricaster 40 HD Video Switcher. This will allow us to transmit an HD signal to GTV20 when recording events and meetings using HD cameras.