



62nd City Council

Mayor Mark Spradlin

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

Ward III – Gaylord Z. Thomas, Sharyl Padgett

SPECIAL CITY COUNCIL MEETING WORKSHOP

City Hall – 101 North Second Street, Guthrie, Oklahoma

Third Floor Conference Room

June 18, 2013 at 6:00 p.m.

AGENDA

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

CALL TO ORDER – This meeting is called to order on Tuesday, June 18, 2013 at 6:00 p.m. Mayor and Council Members are present and declare a quorum present.

1. Public Comments
2. Discussion regarding Rate and Fee Advisory Committee Update
3. Discussion regarding Fiscal Year 2012 (FY12) Audit Report
4. Discussion regarding agenda items
5. Request for future items of discussion
6. Adjourn

Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on Friday, June 14, 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.



62nd City Council

Mayor Mark Spradlin

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

Ward III – Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

101 North Second Street, Guthrie, Oklahoma

Tuesday, June 18, 2013 at 7:00pm

1. Call to Order
2. Public Comment
3. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
 - A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held June 4, 2013 4
 - B. Consider approval of awarding Bid No. 2013-02, Agricultural Lease Agreement (59 acres), to Hugh Plagg, Guthrie, Oklahoma for the high bid of \$2,256.75 and authorize the Purchasing Agent to execute a contract. 6
 - C. Consider approval of Change Order No. 1 increasing the Water Supply System Improvements – Raw Water Main Air Relief Valves and Blowoff Valve Installation Project by \$4,200. 8
4. Consider approval of canceling July 2, 2013 Guthrie Public Works Authority Meeting..... 11
5. Adjourn

CITY COUNCIL MEETING

101 North Second Street, Guthrie, Oklahoma

Tuesday, June 18, 2013, ~ 62nd City Council Meeting
7:00pm

1. Call to Order
2. Community Announcements and Recognitions
3. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any 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 June 4, 2013 12
 - B. Consider approval of minutes of the Regular City Council Meeting held on June 4, 2013..... 14
 - C. Consider approval of City-County Civil Defense Agreement between the City of Guthrie and Logan County Board of Commissioners. 18

Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on Friday, June 14, 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.



D. Consider approval of the FY13 renewal of the Sports Field Use Agreement for the Softball Association for the use of Owen Field.25

E. Consider approval of the FY13 renewal of the Sports Field Use Agreement for the Logan County Soccer Club, Inc. for the use of the Soccer Field, 300 N. Academy Road.38

F. Consider approval of the FY13 renewal of the Sports Field Use Agreement for the Guthrie Baseball Summer League for the use of Cottonwood Flats.51

G. Consider approval of the Lease Agreement between the City of Guthrie and Sodexo Operations, LLC for use of Highland Hall facility for the Logan County Aging Services.....65

H. Consider approval of awarding Bid No. 2013-03, Grass Management Services (80 acres), to Alvin Graves, Guthrie, Oklahoma for the high bid of \$1,650.00 and authorize the Purchasing Agent to execute a contract.70

I. Consider approval of Change Order No. 1 increasing the Water Supply System Improvements – Raw Water Main Air Relief Valves and Blowoff Valve Installation Project by \$4,20072

J. Consider approval of the Cooperative Service Agreement between Guthrie- Edmond Regional Airport (GERA) and the United States Department of Agriculture (USDA) for removal of deer, coyotes, and other wildlife on the airport property.75

K. Consider approval of Change Order C-002, as recommended by Garver Engineering, FAA AIP Project: #3-40-0036-013-2012.78

4. Consider approval of canceling July 2, 2013 Regular City Council Meeting 81

5. Consider approval to change the time of the Guthrie-Edmond Regional Airport Board regularly scheduled meeting start time. 82

6. Consider approval of an appointment/reappointment of the City of Guthrie representative to the Guthrie-Edmond Regional Airport Board for the term of July 2013 through June 2016. 84

7. Consider approval of Resolution No. 2013-10, establishing the Nine-One-One (911) Emergency Telephone Fee for Calendar Year 2014.90

8. Consider approval of Resolution No. 2013-11 in support for development of Cottonwood Village, including fee waivers of building permit fees or other city-provided services in the amount of \$14,001.92

9. Consider convening an **Executive Session** pursuant to the Authority of Title 25, O.S. 2001, Section 307 (B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Total Investment).

10. Consider action regarding FAA AIP Project: #3-40-0036-013-2012 (Total Investment) .

11. City Manager’s Report

12. Requests/comments from members of the City Council

13. Adjourn

Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on Friday, June 14, 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

June 4, 2013

The regular meeting of the Guthrie Public Works Authority was posted on Friday, May 31, 2013 before 5:00 p.m. and held June 4, 2013 in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Mark Spradlin.

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

Chairman Mark Spradlin called the meeting to order at 7:03 p.m.

Members Present: Mark Spradlin Mary Coffin Gaylord Z. Thomas
 Jeff Taylor Sharyl Padgett

Members Absent: John Wood Trey Ayers

Staff Present: Sereniah Breland Randel Shadid Wanda Calvert
 Aaron Ryburn Jim Ahlgren Damon Devereaux
 Justin Heid Lauri White Kevin Dixon, Jr.

Chairman Spradlin declared a quorum with five (5) Trustees in attendance.

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

- A. Consider approval of the minutes of the Regular Guthrie Public Works Authority Meeting held on May 21, 2013.
- B. Consider approval of the City's participation in the National League of Cities (NLC) Service Line Warranty Program.
- C. Consider approval of a denial of Tort Claim No. 33500-BD as recommended by the Oklahoma Municipal Assurance Group.
- D. Consider approval of the City of Guthrie's Social Media Policy.
- E. Consider approval of the lease-purchase of three (3) 2013 Ford Interceptor Utility Police Patrol Vehicles, one (1) 2013 Ford F150 Truck and one (1) Compact Excavator to be purchased under the Oklahoma Statewide Contract and Houston-Galveston Area Council Contract and approval of Resolution No. 2013-09 to finance the lease-purchase with Branch Banking and Trust Company at an interest rate of 2.19% for five years in the amount of \$136,223.65 with a cash down

payment in the amount of \$73,000 for a total purchase package of \$209,223.65 with the non-appropriation clause as required by Oklahoma State Statutes.

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

Aye: Spradlin, Coffin, Thomas, Taylor, Padgett

Nay: None

Chairman Spradlin declared the motion carried unanimously.

Adjourn. There being no further business for the Guthrie Public Works Authority Trustees, Chairman Spradlin declared the meeting adjourned at 7:04 p.m.

Wanda Calvert, City Clerk

Mark Spradlin, Chairman



Agenda Item Cover Letter

Meeting <input type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting June 18, 2013	Contact Kim Biggs Purchasing Agent
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Agenda Item

Consider approval of awarding Bid No. 2013-02, Agricultural Lease Agreement (59 acres), to Hugh Plagg, Guthrie, Oklahoma for the high bid of \$2,256.75 and authorize the Purchasing Agent to execute a contract.

Summary

On November 20, 2012, the Trustees of the Guthrie Public Works Authority (GPWA) authorized the Purchasing Agent to solicit bids for a five-year Agricultural Lease Agreement administered annually through a Renewal Agreement. The bids were open Thursday, December 27, 2012 at 10:00 a.m. Two (2) bid proposals were received. On February 19, 2013 the Trustees received a request to change the term of the Agricultural Lease to a "Crop Year" of July 1 through June 30. At that time, the Trustees by unanimous vote rejected all bids and in turn requested staff to enter into a limited agreement with the previous tenant, Mr. Hugh Plagg. On May 7, 2013, the Trustees of the GPWA reauthorized the Purchasing Agent to solicit bids for a five-year Agricultural Lease Agreement. A bid notice was published in the Guthrie News Leader on May 11 and 18, 2013, eight (8) bid packets were mailed to interested parties, and posted to the City's website. Three (3) bid proposals were received:

<u>Vendor</u>	<u>Bid Price</u>
Hugh Plagg	\$2,256.75
Tommy Payne	\$2,109.00
Rodney Davison	\$2,075.00

Mr. Plagg is the apparent high bidder and meets all criteria.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>20-00-00-5466</u>	Amount	<u>\$2,256.75 per year</u>

Supporting documents attached:
 Bid Tabulation Sheet – Bid No. 2013-02

Recommendation

Approve awarding Bid No. 2013-02 Agricultural Lease Agreement to Hugh Plagg and authorize the Purchasing Agent to execute a contract for the same.

Action Needed Public Hearing Motion Emergency Clause

BID TABULATION SHEET – BID NO. 2013-02
Agricultural Lease Agreement

OPENED: Monday, June 3, 2013 at 2:30 p.m.

VENDOR	AFFIDAVITS	TOTAL BID PRICE
Billy Longnecker 1151 N. Midwest Blvd. Guthrie, OK 73044		
Alvin Graves 3500 N. Anderson Guthrie, OK 73044		
Rodney Davison 8925 N. May Ave. Crescent, OK 73028	Yes	\$2075.00 per year
Hugh Plagg PO Box 343 Guthrie, OK 73044	Yes	\$38.25 per acre \$2256.75 per year
Richard Martin 4374 S. Kelly Guthrie, OK 73044		
Tommy Payne 2303 E. University Guthrie, OK 73044	Yes	\$2109.00 per year
Gary Willoby 1201 N. 21 st Street Guthrie, OK		
Dennis Ochs PO Box 93 Guthrie, OK 73044		



Agenda Item Cover Letter

Meeting

City Council

GPWA

Other: _____

Date of Meeting

June 18, 2013

Contact

Kim Biggs
Purchasing Agent

Agenda Item

Consider approval of Change Order No. 1 increasing the Water Supply System Improvements – Raw Water Main Air Relief Valves and Blowoff Valve Installation Project by \$4,200.

Summary

HTM Underground, the contractor for this project, uncovered polyethylene pipe on the Liberty Lake line instead of polyvinyl chloride (PVC) pipe. As such a different type of saddle will need to be used on the line at this location. Since the valve will be opened and closed and a rather large flow will occur through the blowoff assembly, Myers Engineering recommends using a "fused on saddle" to reduce the potential of becoming dislodged. A fused saddle is much more durable and reliable on polyethylene pipe than conventional bolt on saddles. The engineer discussed the conversion with the contractor and received a \$4,200 quote for the change in material. The contractor intends special order the saddle for this size of line.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>Loan Proceeds</u>	Amount	<u>\$4,200</u>

Supporting documents attached:

Change Order No. 1
Exhibit A

Recommendation

Approve Change Order No. 1 in the amount of \$4,200.

Action Needed Public Hearing Motion Emergency Clause

Change Order

No. 1

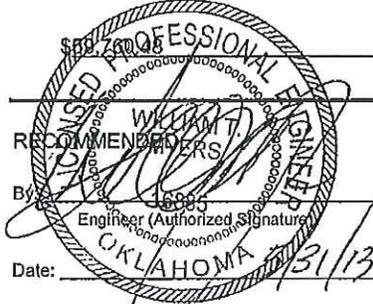
Date of Issuance: <u>5/31/2013</u>		Effective Date: <u>5/31/2013</u>
Project: Air Relief Valves and Blowoff Valve Installation	Owner: Guthrie Public Works Authority	Owner's Contract No.:
Contract: Water Supply System Improvements- Raw Water Main Air Relief Valves and Blowoff Valve Installation		Date of Contract:
Contractor: HTM Underground		Engineer's Project No.: 27050

The Contract Documents are modified as follows upon execution of this Change Order:

Polyfuse Saddle added. Additional days are granted due to manufacturing time of polyfuse saddle. . This shall include parts, electro-fusion technician, mobilization, and incidentals necessary thereto.

Attachments: Exhibit "A" – 1 page

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>55,560.48</u>	Original Contract Times: <input type="checkbox"/> Working days x Calendar days Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____; \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____; Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>55,560.48</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>60 days</u> Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ <u>4,200.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>59,760.48</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>September 10, 2013</u> Ready for final payment (days or date): _____



RECOMMENDED BY: By: _____ Engineer (Authorized Signature) Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

Exhibit "A"
 Change Order #1
 WATER SUPPLY SYSTEM IMPROVEMENTS-RAW WATER MAIN AIR RELIEF VALVES AND BLOWOFF VALVE INSTALLATION
 GUTHRIE PUBLIC WORKS AUTHORITY
 MECE JOB NO. 27050

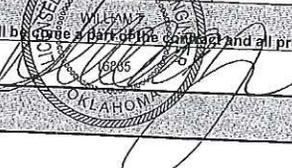
FOR: HTM UNDERGROUND
 P.O. Box 2210
 Blanchard, OK 73010

You are hereby requested to comply with the following changes from the contract plans and specifications.

TO BASE BID ITEMS:							
(1) Item	Change	Unit	Quant.	Unit Price	(2) Item Description	(3) Decrease In contract Price	(4) Increase In contract price
3	ADD	EACH	1.00	\$4,200.00	POLYFUSE SADDLE	\$0.00	\$4,200.00
Totals for Columns (3) & (4)						\$0.00	\$4,200.00
Difference Between Columns (3) & (4)							
Total Change							\$4,200.00
Original Contract Price							\$4,200.00
Change Order #1							\$55,560.48
Contract Price With Change Order #1							\$59,760.48

JUSTIFICATION
 Bid Items:
 A polyethylene saddle is required to install the blowoff valve on the Liberty Branch of the raw water main.

This document shall be a part of the contract and all provisions of the contract will apply hereto.

Recommended by:  Engineer Date 5-31-13
 Accepted by: Contractor Date
 Accepted by: Owner Date



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

June 18, 2013

Contact

Wanda Calvert
City Clerk/Treasurer

Agenda Item

Consider approval to cancel the Tuesday, July 2, 2013 City Council and Guthrie Public Works Authority Meetings.

Summary

The Guthrie City Charter, Section 2-14 states the City Council shall hold their regular meetings on the first and third Tuesday of each month. Oklahoma Statutes Title 25, Section 311(A)(8), Open Meeting Act, states if any change is made of the date, time or place of regularly scheduled meetings of public bodies, then notice in writing shall be given to the municipal clerk, no less than ten days prior to the implementation of any such change.

Funding Expected Revenue Expenditure X N/A
Budgeted Yes No x N/A
Account Number Amount

Supporting documents attached

None

Recommendation

Approve to cancel the July 2, 2013 Regular Meetings.

Action Needed Public Hearing X Motion Emergency Clause

MINUTES

CITY COUNCIL MEETING

Council Workshop

June 4, 2013

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, May 31, 2013 before 5:00 p.m. and held June 4, 2013 in the Guthrie City Hall Third Floor Conference Room.

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

Members Present: Mark Spradlin Mary Coffin Gaylord Z. Thomas
 Jeff Taylor Sharyl Padgett

Members Absent: John Wood Trey Ayers

Staff Present: Sereniah Breland Randel Shadid Wanda Calvert
 Aaron Ryburn Justin Heid Jim Ahlgren
 Damon Devereaux

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

Public Comments. None.

Discussion regarding activities of Logan County Economic Development Council.

Logan County Economic Development Director Kay Wade presented the City Council with the Logan County Economic Development Council's Quarterly Report.

Discussion regarding National League of Cities (NLC) Service Line Warranty Program.

The NLC Service Line Warranty Program, administered by Utility Service Partners ("USP"), provides residential customers with affordable warranty protection for both water and sewer lines. This program is offered at no cost to the City and is an initiative of the National League of Cities. Nearly 200 nationwide are participating in this program.

Discussion regarding Social Media Policy. The City of Guthrie participates in many media types of communications. More and more often businesses, citizens and employees use social media for keeping current on personal and business communications. Currently the City of Guthrie does not have a policy on Social Media. It is prudent to have a policy that reflects the desires of the City of Guthrie and direction for employees.

Discussion regarding agenda items:

Agreement regarding concert activities. JAM Productions has requested exclusive use of downtown streets to be closed as part of the concert activities. JAM Productions will charge an entrance fee of \$5.00 per day and will retain those ticket sales and remit sales tax payment to the Oklahoma Tax Commission for the entrance sales in the downtown area.

Land Use Agreements. For the Gentlemen of the Road Concert coming to Guthrie in September, JAM Productions has requested the use of specific property not owned by the City of Guthrie or Guthrie Public Works Authority. The City of Guthrie intends to lease the land from the property owners with the expectation of sub-leasing this property to JAM Productions for concert use purposes.

Request for future items of discussion. Recycling

Adjournment. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:44 p.m.

Wanda Calvert, City Clerk

Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

June 4, 2013

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, May 31, 2013 before 5:00 p.m. and held June 4, 2013 in the Guthrie City Hall Council Chambers.

Mayor Mark Spradlin called the meeting to order at 7:05 p.m.

Members Present:	Mark Spradlin	Mary Coffin	Gaylord Z. Thomas
	Jeff Taylor	Sharyl Padgett	

Members Absent:	John Wood	Trey Ayers
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Staff Present:	Sereniah Breland	Randel Shadid	Wanda Calvert
	Aaron Ryburn	Jim Ahlgren	Damon Devereaux
	Justin Heid	Lauri White	Kevin Dixon, Jr.

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

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

- A. Consider approval of the minutes of the Special City Council Meeting held on May 21, 2013.
- B. Consider approval of the minutes of the Regular City Council Meeting held on May 21, 2013.
- C. Consider approval of the City of Guthrie's Social Media Policy.
- D. Consider approval of a grant in the amount of \$646.01 from the Oklahoma Department of Libraries for the purpose of funding one Guthrie Public Library staff member's continuing education and professional development opportunity.
- E. Consider approval of a denial of Tort Claim No. 33500-BD as recommended by the Oklahoma Municipal Assurance Group.
- F. Consider approval to surplus the Channel 20 Sony HV1U Video Camera and allowing the Purchasing Agent to dispose of said property in a way that is most beneficial to the City of Guthrie.

- G. Consider approval of Lease Agreement with John Beck for planting of trees in conjunction with a tree farm on City owned property located approximately at 918 West Washington Avenue.
- H. Consider approval of the Land Use Agreement for Oklahoma Rail Company for property identified as parcels 1027, 1028, 1032, 1098, 1123, 1124, 1129, 1176, 1177 and 1279.
- I. Consider approval of the Land Use Agreement for Oklahoma Land Company for property identified as parcels 1277 and 1275.
- J. Consider approval of the lease-purchase of three (3) 2013 Ford Interceptor Utility Police Patrol Vehicles, one (1) 2013 Ford F150 Truck and one (1) Compact Excavator to be purchased under the Oklahoma Statewide Contract and Houston-Galveston Area Council Contract and approval of Resolution No. 2013-09 to finance the lease-purchase with Branch Banking and Trust Company at an interest rate of 2.19% for five years in the amount of \$136,223.65 with a cash down payment in the amount of \$73,000 for a total purchase package of \$209,223.65 with the non-appropriation clause as required by Oklahoma State Statutes.

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

Aye: Spradlin, Coffin, Thomas, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Retirement Plan. Motion by Councilmember Thomas, seconded by Councilmember Taylor, moved approval of the request from Dan Belk for a normal retirement, five (5) years certain and life, from the City's retirement plan - Oklahoma Municipal Retirement Fund.

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

Aye: Spradlin, Coffin, Thomas, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Service Weapon. Motion by Councilmember Taylor, seconded by Councilmember Padgett, moved approval to declare the service weapon issued to Lt. Dan Belk while he was employed with the City of Guthrie as surplus property and present the service weapon to him as a token of appreciation for 29 plus years of faithful service to the City of Guthrie. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Coffin, Thomas, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Service Line Warranty Program. Motion by Councilmember Thomas, seconded by Councilmember Coffin, moved approval of the City's participation in the National League of Cities (NLC) Service Line Warranty Program. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Coffin, Thomas, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Agreement with JAM Productions. Motion by Councilmember Taylor, seconded by Councilmember Thomas, moved approval of the Agreement Regarding Concert Activities with Jam Productions. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Coffin, Thomas, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Solicit Bids. Motion by Councilmember Coffin, seconded by Councilmember Taylor, moved approval of authorizing the Purchase Agent to solicit bids for the Guthrie-Edmond Regional Airport Improvement Project AIP No. 3-4-0036-013-2012, which includes acquiring Maintenance and Snow Equipment. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Coffin, Thomas, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Amendment to Lease Agreement. Motion by Councilmember Thomas, seconded by Councilmember Taylor, moved approval of the Amendment to Hangar Ground Lease Agreement between the City of Guthrie and the Fixed Base Operator (FBO) Crabtree Aircraft Services to reflect the changes in Fuel Flowage Fees upon the installation of a self-service, twenty-four (24) hour, credit card machine on the City owned 100LL fuel tank at Guthrie-Edmond Regional Airport. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Coffin, Thomas, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Resolution No. 2013-08. Motion by Councilmember Padgett, seconded by Councilmember Coffin, moved approval of Resolution No. 2013-08 in support for the development of Silent Harvest Homes Phase Two, including fee waivers of building permits or other City provided services in the amount of \$14,001. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Coffin, Thomas, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Grant Award. Motion by Councilmember Coffin, seconded by Councilmember Thomas, moved approval to accept the grant award from the Oklahoma Tobacco Settlement Endowment Trust in the amount of \$8,000 for having achieved the Merit level within the Healthy Communities Incentive Grant Program for 2013. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Coffin, Thomas, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

City Manager's Report. Expressed a "Thank You" to City employees, American Red Cross, Mayor Spradlin for their outstanding services provided during the recent flooding.

Requests/comments from members of the City Council. Councilmember Padgett echoed the City Manager's comments.

Councilmember Taylor congratulated the Guthrie High School Vocal and Band Team on their performance and receiving Superior ratings at their recent competition.

Councilmember Coffin informed the City Council and the community of events happening in Guthrie; echoed Councilmember Taylor and the City Manager's comments; and expressed a "Thank You" to Lt. Dan Belk for his dedicated service to the City of Guthrie.

Councilmember Thomas echoed everyone's comments.

Mayor Spradlin echoed everyone's comments.

Adjourn. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 7:22 p.m.

Wanda Calvert, City Clerk

Mark Spradlin, Mayor



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: June 18, 2013, Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of City-County Civil Defense Agreement between the City of Guthrie and Logan County Board of Commissioners.

Summary

The proposed renewal agreement is intended for the City to enter into a Mutual Aid Agreement with the Logan County Commissioners to provide emergency management aid and assistance in the event of a disaster.

Funding Expected: Revenue, Expenditure, Budgeted: Yes, Account Number: 01-01-00-6371, Amount: \$10,450 (includes telephone service)

Supporting documents attached

- City-County Civil Defense Agreement

Recommendation

Approve City-County Civil Defense Agreement

Action Needed: Public Hearing, Motion, Emergency Clause

**CITY-COUNTY CIVIL DEFENSE
AGREEMENT**

This Agreement is entered into by and between the City of Guthrie, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Board of Commissioners of Logan County, Oklahoma, hereinafter referred to as the “County”.

WITNESSETH

WHEREAS, the City and the County desire to enter into a Mutual Aid Agreement pursuant to Title 63, Oklahoma Statutes 1991, Section 683.12, to provide for reciprocal Emergency Management aid and assistance in cases of disaster too great to be dealt with unassisted; and

WHEREAS, the City desires to use the services of the County Emergency Management Office for the purposes of providing Emergency Management assistance to the inhabitants of the City of Guthrie, Oklahoma; and

WHEREAS, the County desires to offer the services of its Emergency Management Office to the inhabitants of the City.

NOW, therefore, in consideration of the payment to be made by the City to the County, and the provision of certain equipment, by the City to the County, the mutual covenants and agreements of the parties hereto, and for other valuable consideration, it is mutually agreed by and between the City and the County as follows:

ARTICLE 1. - DURATION

The County agrees to provide Emergency Management services to the City for a period of one (1) year commencing July 1, 2013 and ending June 30, 2014 however, due to fiscal year constraints upon City government as set forth in the statutes and in the Guthrie City Charter, the City shall have the right to terminate this agreement on September 30, 2013, if it so desires, and in such event, the County shall be relieved of any and all responsibility thereafter, and shall be entitled a pro-rata share for services rendered.

ARTICLE II. - CONSIDERATION

The City, in addition to providing certain equipment to the County, as more fully described in Exhibit “A” attached hereto, agrees to pay the aggregate sum of Ten Thousand Dollars (\$10,000.00) divided into four (4) equal quarterly installments to the County in return for the County’s agreement to provide quality Emergency Management services to the City.

ARTICLE III. - RESPONSIBILITY OF THE CITY

The sole consideration from the City shall be the equipment and monies referred to herein as more fully described in Exhibit "A", attached hereto, in the performance of the Emergency Management services contemplated herein.

The City, in addition to the aforesaid consideration, agrees to continue to pay for basic monthly telephone service for Emergency Management use for one (1) telephone located at the Logan County Courthouse Annex, 312 East Harrison Street, Guthrie, Oklahoma, so that the Emergency Management telephone number (405) 282-0494, shall remain in effect during the term of this Agreement. In addition, the City agrees to furnish one (1) basic cable television drop for basic cable television service only to the County at the Logan County Courthouse Annex for Emergency Management use provided that Cox Communications continues to supply such basic cable television drop and basic television service to the City at no cost to the City. The City shall maintain insurance coverage on equipment that is described in Exhibit A which is owned by the City to be used for Civil Defense purposes.

The City, in order to discharge its obligation under Title 63, Oklahoma Statutes 1991, Section 683.11 to provide for a local organization for Emergency Management in accordance with the State Emergency Management Plan and program, hereby confers on the County and the Logan County Emergency Management, the authority to carry out the City Emergency Management planning obligations and their responsibilities in accordance with said statute and this Agreement. The City agrees to pay to the County all State and Federal emergency management funds, if any, received by the City which are intended to be used for the Logan County Emergency Management.

The obligation of the City for the services contracted for in the Agreement shall not, under any circumstances, exceed the sum of Ten Thousand Dollars (\$10,000.00) plus the cost for basic monthly telephone service for Emergency Management use for the duration of this Agreement.

ARTICLE IV. - RESPONSIBILITY OF COUNTY

County agrees that its Office of the Emergency Management will employ accounting methods which conform to state and federal law and generally accepted accounting principles. County further agrees to make every reasonable effort to assure effective budget oversight and cost control over the Emergency Management budget.

County will submit a claim on a quarterly basis, based on City's fiscal year calendar, to the City for the cost of the services expended by the Emergency Management office during the quarter in which payment is claimed. The quarterly claim shall not exceed one-fourth (1/4) of the City's amount stated in Article II, above.

County will be solely responsible for the management of the Emergency Management Office including, but not limited to, office space, long distance telephone charges, personnel employment, payroll, worker's compensation insurance, FICA, unemployment, and any and all employee expenses.

County agrees that should it become necessary during the term of this Agreement to hire, dismiss, or discipline Emergency Management personnel, the City may authorize its representative to address the Logan County Board of County Commissioners to voice its input. County will be solely responsible for the selection, discipline, or termination of this County employee.

County will be solely responsible for the procurement, operation and maintenance of any and all equipment in the performance of the services contemplated herein other than owned by the City and described in Exhibit "A" attached hereto.

Emergency Management as described herein is a system that provides protection of life and property in the event of an emergency or disaster. It includes programs, capabilities, and organized response to mitigate, plan and prepare for, respond to and recover from the effect of an emergency or disaster.

Emergency Management coordinates and directs the planning, organization, control, and implementation of local emergency management activities. Such activities may include but shall not be limited to the development of a severe storm spotters network, designed to provide advanced/early warning of impending severe weather threats to the community; coordination with community officials and with the Oklahoma Department of Civil Defense Emergency Management as necessary to insure the effective administration of the emergency management program; management, operation and maintenance of the emergency operations center; establishment and maintenance of agency policies and communications procedures for all jurisdictional employees and volunteers; coordination, development, and implementation of the Emergency Operations Plan for this jurisdiction; update of the EOP that pertains to Hazardous Materials Incidents; preparation and distribution of disaster preparedness material to the citizens of this jurisdiction, with the intent of offering an appropriate means of educating the community as to how they may prepare for and protect themselves from the consequences of such potentially dangerous disasters; coordination of the development and implementation of a disaster preparedness and training program for jurisdictional employees and volunteers, specifically for the purpose of educating each, of their responsibilities during emergency and/or disaster operations; coordination of the actions and use of jurisdictional assets during exercises and actual occurrences.

Further, County agrees to abide by the state plan that sets forth the organizations, administration and functions for the Emergency Resources Management Plan, as defined by Title 63, Oklahoma Statutes 191, Section 683.3.

Entered into this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, OKLAHOMA

Mark Sharpton

Michael Pearson

Monty Pearcey

ATTEST: (Seal)

County Clerk

CITY OF GUTHRIE, OKLAHOMA
A Municipal Corporation

Mark Spradlin, Mayor

ATTEST: (Seal)

City Clerk

Approved as to form this _____ day of _____, 2013.

City Attorney

Approved as to form this _____ day of _____, 2013.

District Attorney

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss
COUNTY OF LOGAN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 2013, personally appeared Mark Sharpton, Michael Pearson and Monty Piearcy Logan County Board of Commissioners, Logan County, Oklahoma, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, and the Board of Commissioners, Logan County, Oklahoma, on behalf of the Office of Civil Defense, Logan County, Oklahoma, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal this ____ day of _____, 2013.

Notary Public

My Commission Expires: _____
Commission Number: _____

STATE OF OKLAHOMA)
) ss
COUNTY OF LOGAN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 2013, personally appeared Mark Spradlin, personally known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the Mayor and on behalf of the City of Guthrie, Oklahoma, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal this ____ day of _____, 2013.

Notary Public

My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

Equipment owned by the City of Guthrie to be used for Civil Defense purposes.

- 2 book shelves
- 1 metal desk (gray)
- 1 XTL2500 Dash Mount Mobile Radio with Smartzone, P25, 3 DB Gain Antenna
- 1 XTS2500 Model II W/25 Portables
- 1 Single Unit Impres Desk Charger
- 2 XLT2500 Control Station with Smartzone, P25, Control Station Power Supply, Desk
Microphone
- 1 Antenna Network PD EOC Room
- 1 Antenna Network



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
June 18, 2013

Contact
Maxine Pruitt
Municipal Services Director

Agenda Item

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

Summary

The Softball Association has completed the FY2013 Sports Agreement for the use of the Owen Ball Field. This agreement is the results of a proposal the Softball Association presented to the Park Board for full control of Owen Field with the understanding the Association would make improvements to the field each year. FY2012 they fulfilled this agreement by making upgrades to the concession stand, building a cooker for hamburgers and hotdogs, and building a pitching cage. They have provided the proof of insurance and the \$100 deposit.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	_____	Amount	<u>\$100 Deposit</u>

Supporting documents attached:

- Sports Field Use Agreement

Recommendation

Approve Softball Association Sports Field Use Agreement.

Action Needed Public Hearing Motion Emergency Clause



SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 2nd day of April, 2013 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Softball Association, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

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

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

TO HAVE AND TO HOLD the same for a term commencing on the 5 day of June 2013 (the "Commencement Date"), and ending on the 5 day of July, 2013, subject to termination as provided herein (the "Lease Term").

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

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

_____, practicing _____, conducting

_____ games, concession stand sales and related incidental purposes including fundraisers to directly benefit LESSEE, and for no other purpose, except such as shall be from time to time permitted in writing by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, regulations applicable to the uses of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. All existing locks, gates, doors, etc. should remain intact (will not be cut, taken down or otherwise altered. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises. LESSEE shall provide activities to benefit City of Guthrie residents, within age groups designated by the LESSEE and LESSEE shall not engage in any discriminatory uses of the Premises on the basis of race, creed, color, sex, national origin, religion, or handicap. LESSEE shall control all scheduling of all games and practices upon the Premises and shall provide supervision of the concession stand and restrooms at all times by adults.

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

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

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

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

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

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

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

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

connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

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

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

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

Upon the occurrence of an "event of default" as hereinafter defined, if the Premises are then assigned or sublet, LESSOR, in addition to any other remedies

provided by law, may at its option, collect directly from assignee or subtenant all rents that become due to LESSEE under such assignment or sublease and apply hereunder, and no such collection shall be construed to constitute a novation or release of LESSEE from the further performance of LESSEE's obligations hereunder. LESSOR shall have the right to assign the rents under this Lease, or the lease itself.

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

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

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

- (a) Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may suffer as a result of termination of this Lease, including the expense of

repossession, and any repairs or remodeling undertaken by LESSOR following repossession.

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

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

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the

term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

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

ATTEST:

City Clerk

ATTEST:

Secretary

"LESSOR"
City of Guthrie

By: -----

"LESSEE"

By: -----

By: -----

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

EXHIBIT A

OWEN FIELD
203 S. ACADEMY ROAD

LEGAL DESCRIPTION

15 ACRES MOL

LEGAL: 03W1 16N 12NE

N ½ OF THE SE ¼ OF SECTION 12, T 16 N, R3W

EXHIBIT B
KEY DISTRIBUTION SHEET

DATE: _____

ORGANIZATION: _____

FIELD: _____

KEYS TO: _____

NO. OF KEYS OR SETS: _____

RESPONSIBLE PARTY:

NAME

ADDRESS

PHONE NO.

Exhibit C

SPORTS FIELD MOWING SCHEDULE 2013

Rain may cause schedule to vary
by a day or two

2 WEEKS SCHEDULE MOWING, TRIMMING

LOCATION	DAY	MONTH AND DATE
COTTONWOOD FLATS	Monday	April 1st, 2nd, 15th, 16th, 29th and 30th
	Tuesday	May 13th, 14th, 27th and 28th
		June 10th, 11th, 24th and 25th
		July 8th, 9th, 22nd and 23rd
		August 5th, 6th, 19th and 20th
		September 2nd, 3rd, 16th, 17th and 30th
		October 1st, 14th, 15th, 28th and 29th
OWEN FIELD	Thursday	April 4th and 18th
		May 2nd, 16th and 30th
		June 13th and 27th
		July 11th and 25th
		August 8th and 22nd
		September 5th and 19th
		October 2nd, 16th and 30th
SOCCKER FIELDS	Wednesday	April 3rd and 17th
KIWANIS FIELD		May 1st, 15th and 29th
		June 12th and 26th
		July 10th and 24th
		August 7th and 21st
		September 4th and 18th
		October 3rd, 17th and 31st

EXHIBIT D
PROOF OF INSURANCE



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
June 18, 2013

Contact
Maxine Pruitt
Municipal Services Director

Agenda Item

Consider approval of a renewal of the Sports Field Use Agreement for the Logan County Soccer Club, Inc. for the use of the Soccer Field, 300 N. Academy Road.

Summary

The Logan County Soccer Club, Inc. has been a long-time user of the Soccer Field located at 300 N. Academy Road. The Soccer Club has provided the required \$100 deposit and proof of insurance.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

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

Supporting documents attached:

- Sports Field Use Agreement

Recommendation

Approve Logan County Soccer Club, Inc. Sports Field Use Agreement.

Action Needed Public Hearing Motion Emergency Clause



SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 2nd day of April, 2013 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Logan County Soccer Club, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

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

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

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of February, 2013 (the "Commencement Date"), and ending on the 30th day of September, 2013, subject to termination as provided herein (the "Lease Term").

2/22/2011

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

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

Soccer-----, practicing Soccer-----, conducting

Soccer----- games, concession stand sales and related incidental purposes including fundraisers to directly benefit LESSEE, and for no other purpose, except such as shall be from time to time permitted in writing by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, regulations applicable to the uses of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. All existing locks, gates, doors, etc. should remain intact (will not be cut, taken down or otherwise altered. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises. LESSEE shall provide activities to benefit City of Guthrie residents, within age groups designated by the LESSEE and LESSEE shall not engage in any discriminatory uses of the Premises on the basis of race, creed, color, sex, national origin, religion, or handicap. LESSEE shall control all scheduling of all games and practices upon the Premises and shall provide supervision of the concession stand and restrooms at all times by adults.

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

2/22/2011

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

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

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

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

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

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

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

2/22/2011

connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

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

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

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

Upon the occurrence of an "event of default" as hereinafter defined, if the Premises are then assigned or sublet, LESSOR, in addition to any other remedies

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provided by law, may at its option, collect directly from assignee or subtenant all rents that become due to LESSEE under such assignment or sublease and apply hereunder, and no such collection shall be construed to constitute a novation or release of LESSEE from the further performance of LESSEE's obligations hereunder. LESSOR shall have the right to assign the rents under this Lease, or the lease itself.

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

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

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

- (a) Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may suffer as a result of termination of this Lease, including the expense of

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repossession, and any repairs or remodeling undertaken by LESSOR following repossession.

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

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

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the

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term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

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

"LESSOR"
City of Guthrie

ATTEST:

By: _____

City Clerk

"LESSEE"
Logan County Soccer Club
By: *Dellia Sanchez V.P.*

ATTEST:

Secretary

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

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EXHIBIT A

SOCCER FIELD
300 N. ACADEMY ROAD

LEGAL DESCRIPTION

15 ACRES MOL

LEGAL: 03W1 16N 12NE

EXHIBIT B
KEY DISTRIBUTION SHEET

DATE: 4-2-13

ORGANIZATION: Logan County Soccer Club

FIELD: _____

KEYS TO: Concession & Bathroom

NO. OF KEYS OR SETS: 5 sets

RESPONSIBLE PARTY:

Hollie Sanchez chezwife@gmail.com

NAME

804 Pinebrook 990-2146

ADDRESS

PHONE NO.

Exhibit C

SPORTS FIELD MOWING SCHEDULE 2013

Rain may cause schedule to vary
by a day or two

2 WEEKS SCHEDULE MOWING, TRIMMING

LOCATION	DAY	MONTH AND DATE
COTTONWOOD FLATS	Monday	April 1st, 2nd, 15th, 16th, 29th and 30th
	Tuesday	May 13th, 14th, 27th and 28th
		June 10th, 11th, 24th and 25th
		July 8th, 9th, 22nd and 23rd
		August 5th, 6th, 19th and 20th
		September 2nd, 3rd, 16th, 17th and 30th
		October 1st, 14th, 15th, 28th and 29th
OWEN FIELD	Thursday	April 4th and 18th
		May 2nd, 16th and 30th
		June 13th and 27th
		July 11th and 25th
		August 8th and 22nd
		September 5th and 19th
		October 2nd, 16th and 30th
SOCCKER FIELDS	Wednesday	April 3rd and 17th
KIWANIS FIELD		May 1st, 15th and 29th
		June 12th and 26th
		July 10th and 24th
		August 7th and 21st
		September 4th and 18th
		October 3rd, 17th and 31st

EXHIBIT D
PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bollinger Insurance 101 JFK Parkway Short Hills NJ 07078	CONTACT NAME:	
	PHONE (A/C, No, Ext): 973-467-8005	FAX (A/C, No): 973-921-2876
INSURED Oklahoma Soccer Association PO Box 35174 Tulsa OK 74153-0174	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company	38970
	INSURER B: Markel Insurance Company	38970
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1249960447

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		3602AH243745	9/1/2012	9/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		3602AH243745	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Insurance Full Excess		4102AH243743	9/1/2012	9/1/2013	Medical Limit \$100,000 Deductible \$500 CoPay 80/20

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (Attach ACORD-101, Additional Remarks Schedule, if more space is required)

All activities sanctioned by Oklahoma Soccer Association for their registered member leagues, clubs and teams. Certificate Holder is named as an additional insured. Certificate issued on behalf of Logan County Soccer Club
Group Code: LCSC

CERTIFICATE HOLDER

CANCELLATION

City of Guthrie PO Box 484 Guthrie OK 73044	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
June 18, 2013

Contact
Maxine Pruitt
Municipal Services Director

Agenda Item

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

Summary

The Guthrie Baseball Summer League has completed the FY2013 Sports Field Use Agreement for the use of Cottonwood Flats. The Association has provided the required \$100 deposit and proof of insurance.

The City of Guthrie provides mowing and field maintenance services.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

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

Supporting documents attached:

- Sports Field Use Agreement

Recommendation

Approve Guthrie Baseball Summer League Sports Field Use Agreement

Action Needed Public Hearing Motion Emergency Clause



SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 1st day of April, 2013 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Guthrie Baseball Summer League, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

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

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

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of April 20 13 (the "Commencement Date"), and ending on the 31 day of July, 20 13, subject to termination as provided herein (the "Lease Term").

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

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

Baseball-----, practicing baseball-----, conducting

baseball----- games, concession stand sales and related incidental purposes including fundraisers to directly benefit LESSEE, and for no other purpose, except such as shall be from time to time permitted in writing by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, regulations applicable to the uses of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. All existing locks, gates, doors, etc. should remain intact (will not be cut, taken down or otherwise altered. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises. LESSEE shall provide activities to benefit City of Guthrie residents, within age groups designated by the LESSEE and LESSEE shall not engage in any discriminatory uses of the Premises on the basis of race, creed, color, sex, national origin, religion, or handicap. LESSEE shall control all scheduling of all games and practices upon the Premises and shall provide supervision of the concession stand and restrooms at all times by adults.

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

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

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

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

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

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

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

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

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connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

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

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

Upon the occurrence of an "event of default" as hereinafter defined, if the Premises are then assigned or sublet, LESSOR, in addition to any other remedies

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provided by law, may at its option, collect directly from assignee or subtenant all rents that become due to LESSEE under such assignment or sublease and apply hereunder, and no such collection shall be construed to constitute a novation or release of LESSEE from the further performance of LESSEE's obligations hereunder. LESSOR shall have the right to assign the rents under this Lease, or the lease itself.

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

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

- (a) Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may suffer as a result of termination of this Lease, including the expense of

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repossession, and any repairs or remodeling undertaken by LESSOR following repossession.

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

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

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the

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term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

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

"LESSOR"
City of Guthrie

ATTEST:

By: _____

City Clerk

"LESSEE"
Guthrie Baseball Association

ATTEST:

By: *SA Job*

Secretary

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

2/22/2011

EXHIBIT A

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

LEGAL DESCRIPTION

33 ACRES MOL

LEGAL: 02W1 16N 08 NE

EXHIBIT B
KEY DISTRIBUTION SHEET

DATE: _____

ORGANIZATION: _____

FIELD: _____

KEYS TO: _____

NO. OF KEYS OR SETS: _____

RESPONSIBLE PARTY:

NAME

ADDRESS

PHONE NO.

EXHIBIT C
MOWING SCHEDULE

Exhibit C

SPORTS FIELD MOWING SCHEDULE 2013

Rain may cause schedule to vary
by a day or two

2 WEEKS SCHEDULE MOWING, TRIMMING

LOCATION	DAY	MONTH AND DATE
COTTONWOOD FLATS	Monday	April 1st, 2nd, 15th, 16th, 29th and 30th
	Tuesday	May 13th, 14th, 27th and 28th
		June 10th, 11th, 24th and 25th
		July 8th, 9th, 22nd and 23rd
		August 5th, 6th, 19th and 20th
		September 2nd, 3rd, 16th, 17th and 30th
		October 1st, 14th, 15th, 28th and 29th
OWEN FIELD	Thursday	April 4th and 18th
		May 2nd, 16th and 30th
		June 13th and 27th
		July 11th and 25th
		August 8th and 22nd
		September 5th and 19th
		October 2nd, 16th and 30th
SOCCER FIELDS	Wednesday	April 3rd and 17th
		May 1st, 15th and 29th
KIWANIS FIELD		June 12th and 26th
		July 10th and 24th
		August 7th and 21st
		September 4th and 18th
		October 3rd, 17th and 31st

EXHIBIT D
PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Little League

DATE (MM/DD/YYYY)
05/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TIG Seth Robbins 2403 S Division A Guthrie OK 73044	CONTACT NAME: Seth Robbins	FAX (A/C No.): 877-748-3632	
	PHONE (A/C, No, Ext): 405-293-4880	E-MAIL ADDRESS: seth@ligok.com	
INSURED Guthrie Baseball Association	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (NSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPS1365126	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Guthrie, OK	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Seth Robbins

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Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: June 18, 2013, Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of the agreement between the City of Guthrie and Sodexo Operations, LLC for use of Highland Hall facility for the Logan County Aging Services.

Summary

The proposed agreement is a renewal, with a commencement and ending dates of July 1, 2013 through June 30, 2014. Logan County Aging Services prepares meals (lunch) for the elderly 260 days per year with the use of Highland Hall. The Annex is used for the purpose of office space related to the management of the Nutrition Program. On November 17, 2009 City Council amended the Lease Agreement reducing the monthly rental rate for use of the Annex from \$400 to \$1 through the Lease period (June 30, 2010) or until funding is restored. Marlene Snow, Project Director, informed the last three fiscal years the State has reduced their funding and one year (2010) the reduction was by 30%. When Logan County Aging Services is not using Highland Hall, the City has the ability to rent the facility. The City of Guthrie collects \$350 per month for the share of utilities.

Funding Expected: X Revenue, Expenditure N/A; Budgeted: X Yes, No N/A; Account Number: 01-00-00-5419, Amount: \$4,201

Supporting documents attached

- Lease of Facility for Logan County Aging Services

Recommendation

Approve the Lease of Facility for Logan County Aging Services

Action Needed: Public Hearing, X Motion, Emergency Clause

LEASE OF FACILITY FOR LOGAN COUNTY AGING SERVICES

WHEREAS, Sodexho Operations, LLC, hereinafter referred to as "SODEXHO" has been awarded a Nutrition Project under the provision of Title III of the Older Americans Act, and requires a facility to effectively perform its obligations under the provisions of that project award (i.e. Logan County Council on Aging); and

WHEREAS, the City of Guthrie, hereinafter referred to as "CITY" presently owns a facility that would meet the needs of SODEXHO for this program; and

WHEREAS, SODEXHO contacted the CITY to lease the Annex at Highland Hall to SODEXHO for the purpose of office space related to the management of the Nutrition Project.

NOW, THEREFORE, SODEXHO and the CITY do hereby agree, contract and covenant, according to the following terms and understanding, to the lease by SODEXHO of the premises referred to as "HIGHLAND HALL", hereinafter referred to as "FACILITY", and the "ANNEX", hereinafter referred to as "ANNEX", located at Highland Park, Guthrie, Oklahoma and belonging to said CITY.

ARTICLE I

In consideration for payments and agreements hereinafter enumerated, the CITY agrees and promises as follows, to wit:

1. To make available the FACILITY, wherein SODEXHO shall conduct food preparation in accordance with its obligations under the provisions of Nutrition Project Award No. 34081159C.
2. To make the FACILITY and its kitchen available to SODEXHO between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday and the dining room available between 8:00 a.m. and 3:00 p.m., with serving time to be specified by the Nutrition Council.
3. To make the ANNEX available to SODEXHO for the purpose of office space related to the management of the Nutrition Project.
4. To allow the building to be utilized to prepare meals two hundred and sixty (260) days per year, excluding the following holidays: New Year's Day, Eighty Niner's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday and Christmas Day and the day following.
5. To schedule no events which conflict with SODEXHO's program.
6. To notify the Project Director of the CITY's use of the facility for elections at least thirty (3) days in advance.

ARTICLE II

That in consideration for the payments and the agreements hereinafter enumerated, SODEXHO agrees and promises as follows, to wit:

1. To pay to the CITY the sum of One Dollar (\$1.00) per annum, receipt of which is hereby acknowledged, and other good and valuable consideration, for the use of the FACILITY during the hours and days set out in Article I.
2. To pay to the CITY the sum of \$1.00 per annum for the "ANNEX" for purpose of office space related to the management of the Nutrition Project. If funding is restored, the rental rate will be restored to the original amount of \$400 per month.
3. To provide clean up and maintenance services and to provide janitorial supplies for SODEXHO's use of the dining room, bathrooms and kitchen of said FACILITY and "ANNEX".
4. To pay for SODEXHO's share of the FACILITY's monthly utility billing for electricity and for natural gas, which have been determined to be, on average, in the amount of \$350.00 per month. It is the intent of both parties that neither pay more than their fair share, so that charges may be renegotiated at the renewal of this contract.
5. To keep all project supplies and materials locked in the kitchen or in the locked storage room in the ANNEX, except during operating hours of the Project.
6. To obtain all necessary permits and licenses from the appropriate licensing authorities and to operate the Nutrition Project in compliance with applicable Federal and State requirements.
7. To give at the end of the Lease, peaceable possession of the "FACILITY" and "ANNEX", in as good a condition as it was at the time it was provided to SODEXHO, usual wear, tear, and damage by elements excepted.
8. SODEXHO will hold the CITY harmless from all claims including court costs and attorney's fees arising out of activities of SODEXHO.
9. To provide the necessary space at the facility to hold State, municipal and/or county elections.

ARTICLE III

IN ADDITION, SODEXHO and the CITY further agree, covenant and understand, as follows, to wit:

1. The terms of this Agreement are for twelve (12) months, commencing on July 1, 2013 and terminating on the 30th day of June, 2014.
2. This Agreement may be terminated by either party, from any given date, by them giving a thirty (30) days notice, by certified mail addressed to the CITY or SODEXHO at the addresses indicated below and such mailing shall constitute full proof of and compliance with the requirements of notice of their intent to terminate the same:

CITY
 City of Guthrie
 City Manager
 P.O. Box 908
 Guthrie, OK 73044

SODEXHO
 Sodexho Operations, LLC
 Attn: Ted J. Monk
 Senior Vice President
 10300 S.W. Greenburg Road
 Suite 271
 Portland, OR 97223

AND

Sodexho Operations, LLC
Attn: Law Department
9801 Washington Blvd.
Gaithersburg, MD 20878

3. SODEXHO agrees that the CITY may lease or otherwise utilize its FACILITY during those hours which are not herein contractually reserved to SODEXHO.
4. The Director of the Logan County Aging Services shall be designated as the Project Director identified in this Agreement and shall maintain a current inventory of equipment and supplies which have been provided by SODEXHO for the program.
5. The CITY agrees that SODEXHO retains ownership of all equipment and supplies purchased with Project funds.

This Agreement is solely contingent upon SODEXHO's receipt of Federal and State funds under Project No. 34081159C.

Signed this _____ day of _____, 2013.

CITY OF GUTHRIE, OKLAHOMA

Mark Spradlin, Mayor

ATTEST:

Wanda Calvert, City Clerk

APPROVED AS TO FORM:

Randel Shadid, City Attorney

Sodexho Operations LLC

Ted J. Monk
Senior Vice President



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	June 18, 2013	Kim Biggs
<input type="checkbox"/> GPWA		Purchasing Agent
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of awarding Bid No. 2013-03, Grass Management Services (80 acres), to Alvin Graves, Guthrie, Oklahoma for the high bid of \$1,650.00 and authorize the Purchasing Agent to execute a contract.

Summary

On May 7, 2013, the Guthrie City Council authorized staff to solicit bids for grass management services for 80 acres located at East College Street and Midwest Blvd. The specifications are written to allow the City to contract with an individual who will mow the property at least two times each year or graze the property according to the specifications plus the individual will pay the City for the use of the property. The lease is for one (1) year and may be terminated without any notice or demand whatsoever.

A bid notice was published in the Guthrie News Leader on May 11 and 18, 2013, six (6) bid packets were mailed to interested parties, and posted to the City's website. Three (3) bid proposals were received:

<u>Vendor</u>	<u>Mowing/Grazing</u>
Alvin Graves	\$1650.00 (grazing)
Billy Longnecker	\$1500.00 (grazing)
Tommy Payne	\$1207.00 (grazing)

Mr. Graves is the apparent high bidder and meets all criteria.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>01-00-00-5466</u>	Amount	<u>\$1,650</u>

Supporting documents attached:

Bid Tabulation Sheet – Bid No. 2013-03

Recommendation

Approve awarding Bid No. 2013-03 Grass Management Services to Alvin Graves for \$1,650 and authorize the Purchasing Agent to execute a contract for the same.

Action Needed Public Hearing Motion Emergency Clause

BID TABULATION SHEET – BID NO. 2013-03
Grass Management – 80 acres

OPENED: Monday, June 3, 2013, at 2pm

VENDOR	AFFIDAVITS	TOTAL BID PRICE
Billy Longnecker Guthrie, OK 73044	Yes	\$1500
Tommy Payne Guthrie, OK 73044	Yes	\$1207
Richard Martin Guthrie, OK 73044		
Rodney Davison Guthrie, OK 73044		
Alvin Graves Guthrie, OK 73044	Yes	\$1650
Hugh Plagg Guthrie, OK 73044		



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 _____ Other: _____

Date of Meeting

June 18, 2013

Contact

Kim Biggs
 Purchasing Agent

Agenda Item

Consider approval of Change Order No. 1 increasing the Water Supply System Improvements – Raw Water Main Air Relief Valves and Blowoff Valve Installation Project by \$4,200.

Summary

HTM Underground, the contractor for this project, uncovered polyethylene pipe on the Liberty Lake line instead of polyvinyl chloride (PVC) pipe. As such a different type of saddle will need to be used on the line at this location. Since the valve will be opened and closed and a rather large flow will occur through the blowoff assembly, Myers Engineering recommends using a “fused on saddle” to reduce the potential of becoming dislodged. A fused saddle is much more durable and reliable on polyethylene pipe than conventional bolt on saddles. The engineer discussed the conversion with the contractor and received a \$4,200 quote for the change in material. The contractor intends special order the saddle for this size of line.

Funding Expected	_____ Revenue	<input checked="" type="checkbox"/> Expenditure	_____ N/A
Budgeted	_____ Yes	<input checked="" type="checkbox"/> No	_____ N/A
Account Number	<u>Loan Proceeds</u>	Amount	<u>\$4,200</u>

Supporting documents attached:

Change Order No. 1
 Exhibit A

Recommendation

Approve Change Order No. 1 in the amount of \$4,200.

Action Needed _____ Public Hearing Motion _____ Emergency Clause

Change Order

No. 1

Date of Issuance: <u>5/31/2013</u>		Effective Date: <u>5/31/2013</u>
Project: Air Relief Valves and Blowoff Valve Installation	Owner: Guthrie Public Works Authority	Owner's Contract No.:
Contract: Water Supply System Improvements- Raw Water Main Air Relief Valves and Blowoff Valve Installation		Date of Contract:
Contractor: HTM Underground		Engineer's Project No.: 27050

The Contract Documents are modified as follows upon execution of this Change Order:

Polyfuse Saddle added. Additional days are granted due to manufacturing time of polyfuse saddle. . This shall include parts, electro-fusion technician, mobilization, and incidentals necessary thereto.

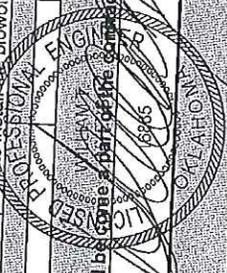
Attachments: Exhibit "A" – 1 page

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>55,560.48</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____; \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____; Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>55,560.48</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>60 days</u> Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ <u>4,200.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>59,760.48</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>September 10, 2013</u> Ready for final payment (days or date): _____



RECOMMENDED BY: By: _____ Engineer (Authorized Signature) Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

Exhibit "A"											
Change Order #1											
WATER SUPPLY SYSTEM IMPROVEMENTS-RAW WATER MAIN AIR RELIEF VALVES AND BLOWOFF VALVE INSTALLATION											
GUTHRIE PUBLIC WORKS AUTHORITY											
MECE JOB NO.: 27050											
FOR: HTM UNDERGROUND											
P.O. Box 2210											
Blanchard, OK 73010											
You are hereby requested to comply with the following changes from the contract plans and specifications:											
TO BASE BID ITEMS:											
(1)											
Item	Change	Unit	Quant.	Unit Price	Item Description	Cost	(3) Decrease in contract Price	(4) Increase in contract price			
3	ADD	EACH	1.00	\$4,200.00	POLYFUSE SADDLE	\$4,200.00	\$0.00	\$4,200.00			
Totals for Columns (3) & (4)						\$0.00	\$0.00	\$4,200.00			
Difference Between Columns (3) & (4)								\$4,200.00			
Total Change								\$4,200.00			
Original Contract Price								\$4,200.00			
Change Order #1								\$55,560.48			
Contract Price With Change Order #1								\$4,200.00			
A polyethylene saddle is required for the blowoff valve on the Liberty Branch of the raw water main.								\$59,760.48			
This document shall be considered part of the contract and all provisions of the contract will apply hereto.											
Recommended by:						Engineer			Date 5-31-13		
Accepted by:						Contractor			Date		
Accepted by:						Owner			Date		





Agenda Item Cover Letter

Meeting
[X] City Council
GPWA
Other:

Date of Meeting
June 18, 2013

Contact
Justin Heid,
Airport Manager

Agenda Item

Consider approval of the Cooperative Service Field Agreement between Guthrie-Edmond Regional Airport (GERA) and the United States Department of Agriculture (USDA) for removal of deer, coyotes, and other wildlife on the airport property.

Summary

The USDA agreement is to provide additional control and eradication of wildlife on the Guthrie-Edmond Regional Airport. This is a carry over agreement of similar agreements in years past for the same problem, with the exception that airport will no longer contract the full year at \$3000 but rather decrease the expense through an \$800 agreement for an annual usage allotment plus hourly overage cost of \$40 per hour. The annual hour usage at the Airport is estimated to be 20 hours per year for deer and coyote mitigation.

The City of Guthrie intends to take a more active role in wildlife mitigation and depredation, resulting in quicker response times to wildlife issues. This service is budgeted for annually in the airport budget, which is reimbursed at 50% by the City of Edmond.

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 98-98-00-6373 Amount \$800.00

Supporting documents attached

- Cooperative Service Field Agreement between Guthrie- Edmond Regional Airport (GERA) and the US Department of Agriculture

Recommendation

Approve the Cooperative Field Service Agreement

Action Needed Public Hearing Motion Emergency Clause

COOPERATIVE SERVICE FIELD AGREEMENT
between
GEOPORT, GUTHRIE, OK (COOPERATOR)
and

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION
SERVICE WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage control project, as described below:

Removal of deer and coyote from the Guthrie, Edmond Airport by shooting and trapping

ARTICLE 2

Authority exists under the Congressional Act of 1931 (7 USC 426-426b, as amended) and the Rural Development, Agriculture and Related Agencies Appropriation Act, 1988 (P.L. 100-202), to cooperate with states, individuals, public and private agencies, organizations and institutions to control wildlife damage.

ARTICLE 3

WS and the Cooperator agree:

1. WS will provide the requested wildlife damage control service.
2. The Cooperator will reimburse the U.S. Department of Agriculture the sum of \$800 to cover costs listed below:

Labor, travel and supplies needed to conduct work up to 20 hours.
\$40.00 an hour will be charged for work over 20 hours.
(cost of labor, travel, supplies/materials)

3. Payment will be made by check payable to U.S. Department of Agriculture by mutually agreed upon date.
4. The monies received by WS will be used for wildlife damage control activities and upon termination of the agreement any unexpended funds will be retained by WS.
5. Control activities will be conducted in accordance with applicable Federal, State and local laws and regulations.
6. Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with WS for the purpose of controlling wildlife damage.

ARTICLE 4

Pursuant to Section 22, title 41, United States Code, no member of Congress shall be admitted to any share or part of the Agreement or to any benefit to arise there from.

ARTICLE 5

WS will hold the Cooperator harmless from any liability arising from the negligent act of omission of a government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et.seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, his employees, agents or subcontractors). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.

ARTICLE 6

WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that WS provide wildlife management services as stated under the terms of this Agreement.

ARTICLE 7

The Agreement shall become effective on May 1st, 2013 and expire on April 30th, 2014. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, deposit necessary funds, WS is relieved of the obligation to provide services under this Agreement.

COOPERATOR Name and Address:

GEOPORT
520 AIRPORT RD
GUTHRIE, OK 73044

Cooperator's Signature Date

Kevin Yant 5/23/13

WS Field Representative Date

U.S. DEPARTMENT OF AGRICULTURE
WILDLIFE SERVICES
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105-4298





Agenda Item Cover Letter

Meeting
X City Council
GPWA
Other:

Date of Meeting
June 18, 2013

Contact
Justin Heid,
Airport Manager

Agenda Item

Consider approval of Change Order C-002, as recommended by Garver Engineering, for FAA AIP Project: #3-40-0036-013-2012, which will complete items including; water line, sanitary sewer, storm sewer, soil stabilization, as well as correct an issue with the hangar pads and the borrow pit grading and seeding.

Summary

On May 15, 2012, the City Council approved staff to solicit bids for the replacement of wires and controls for the Precision Approach Path Indicators (PAPIs), Taxiway C reconstruction and crack repair due to age and weathering, and to construct a new access taxiway to a new development area northwest of existing storage facilities and adjacent to Taxiway D. The Bid was awarded to Total Investment of Guthrie, OK as part of AIP#3-40-0036-013-2012.

In March, Garver Engineering advised the Guthrie-Edmond Regional Airport Advisory Board that "the staffing and equipment levels of Total Investment Company were not sufficient to complete this contract in a timely fashion." At that time, "We have been notified by the contractor that a significant portion of his equipment has been repossessed, 30-35 employees have been terminated, and that the majority of his assets have been liquidated. The contractor no longer has the line of credit or resources to complete the project in a timely manner. Current schedule shows at least \$84,000.00 in liquidated damages accruing, assuming no further delays or slippage of time."

In the March 19th meeting, Council voted to allow a second performance plan to be negotiated with staff and the City Attorney. On April 2nd, the Council accepted the agreed upon performance plan with calendar.

During the month of June, Garver Engineering brought to the City a list of change order items and presented those items to Total Investment which was signed by Wade Inman on June 10th, 2013. Items included are issues with the water line, sanitary sewer, storm sewer, soil stabilization, as well as correct an issue with the hangar pads and the borrow pit grading and seeding. This is reimbursable by the FAA for 90%, and will be reimbursed in the 2014 Grant Year.

The borrow pit used for the dirt required for the new taxiways is proving to be unstable and will need Fly Ash added to the dirt in order to become stabilized. Due to the addition of the Fly Ash, some rock will not be required, offsetting some of the expense of the Fly Ash. Additionally, dirt work will be required in between the taxiways for future hangar sites. This portion was on the engineered construction plans, but left out of the bid packet, this change order will rectify all known issues.

Table with 4 columns: Funding Expected, Revenue, Expenditure, N/A. Rows include Budgeted and Account Number (98-98-94-6588) with Amount \$71,826.83.

Supporting documents attached

Change Order C-002.

Recommendation

Approve Change Order C-002, as recommended by the airport engineer for FAA AIP Project: #3-40-0036-013-2012

Action Needed

Public Hearing

Motion

Emergency Clause



Construction Contract Change Order

Project: Guthrie-Edmond Regional Airport NW Development, T/W Rehab. & PAPI Wiring AIP # 3-40-036-012-2012		Change Order No. C-002 Date Prepared: June 6, 2013
Owner: owner/client name: City of Guthrie owner/client address 1: 101 N. Second St. city, state, zip: Guthrie, OK 73044	Contractor: contractor name: Total Invetment Co contractor address 1: PO Box 1134 city, state, zip: Guthrie, OK 73044	

Description of Work Included in Contract
 Revising the PAPI system, embankment formation and concrete paving of new taxiways in the NW Development Area, and reconstruction of a section of Taxiway Charlie.

- Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)**
 Please See Attachments: Change Order Narrative
- A. 12" PVC Pipe - Extension to realigned water line.
 - B. 12 MJ C153 45° BEND - Connections for realigned water line
 - C. 12 MJ C153 90° BEND - Connections for realigned water line
 - D. 12"x12" MJ C153 LONG SLV L/A - Connections for realigned water line
 - E. 12"x2" MJ C153 TAP CAP L/A - For realigned waterline
 - F. 12" DOM SER PVC STARGRIP and 12" SBR MJ GASKET - For locking pipe joints together in realigned waterline
 - G. 3/4" x 4" MJ T-HEAD N&B - Nuts and bolts for pipe joint locks
 - H. Remove Existing 12" PVC pipe - New tie in location meant means more unused pipe. The section is not underpavement and can therefore be removed
 - I. 12x12 SS MJ TAPN SLV - To not be used in new alignment
 - J. 12" MJ RW OL GATE VALVE L/A - To not be used in new alignment
 - K. 2" Tapping Saddle - To run 2" pipe off of 12" line to uncovered meter
 - L. Connect to existing Meter Box - Relocate and reconnect uncovered water meter
 - M. 2" CC X CTS COMP CORP ST - Accessory for 2" line to uncovered meter
 - N. 2" X100' SDR 9 CTS 200 PSI BLUE POLY - 2" pipe to run to uncovered meter
 - O. 2" CTS X MTR ANG BV W/LW - Accessory for 2" line to uncovered meter
 - P. LF 2 CTS SS INS - Accessory for 2" line to uncovered meter
 - Q. Remove, Replace, and Extend Existing 4" Manhole - Relocation of uncovered sanitary sewer manhole
 - R. Flowable Fill - To plug abandoned section of Sanitary sewer, and for use on backfilling areas to be under pavement for Sanitary and Storm sewer changes
 - S. Special Structure (Flat Top) with Lid Extension - New storm sewer junction box to be under pavement with larger inlet
 - T. Misc Drainage Structure (Headwall) - New larger headwall needed for storm sewer
 - U. Misc Drainage Structure (Junction Box 24" in, 24" out) - New junction box with larger inlet and outlet
 - V. 12" CGMP (Includes accessories) - 12" pipe found to be CGMP instead of RCP
 - W. 24" Reinforced Concrete Pipe - additional 24" RCP needed to tie to larger existing pipes
 - X. 12" Reinforced Concrete Pipe - Deduct for unused 12" RCP
 - Y. 18" Reinforced Concrete Pipe - Deduct for unused 18" RCP
 - Z. Miscellaneous Drainage Structure (Junction Box) - Deduct for old junction boxes that will now longer work with uncovered pipe sizes and locations
 - AA. Miscellaneous Drainage Structure (Headwall) - Deduct for headwall to small to be used with uncovered pipe sizes
 - AB. 12" Fly Ash Stabilization - P-301 - TO be used for soil stabilization to allow fine grading and also deeper to become new paving section
 - AC. Embankment in Place - To be used to bring alignments up to elevation necessary for new paving section, also used for Hangar Pad earthwork
 - AD. 6" Aggregate Base Course (Sch 2) - Deduct for being removed from paving section
 - AE. 6" Aggregate Base Course (Sch 3) - Deduct for being removed from paving section
 - AF. 6" Aggregate Base Course (Sch 4) - Deduct for being removed from paving section
 - AG. 6" Aggregate Base Course (Sch 5) - Deduct for being removed from paving section
 - AH. Site Preparation (Schedule 2) - For upkeep of project safety features (barricade, etc.) during extra project duration
 - AI. Broadcast Seeding - To seed borrow pit area to limit future erosion after project is over

Contract Changes	Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A	SS-110-3.1d	12" Polyvinyl Chloride (PVC) Pipe	722.00	LS	\$54.05	763.00	\$54.05	\$39,024.10	\$41,240.15
B	C105	12 MJ C153 45° BEND	0.00	EA	\$0.00	2.00	\$397.15	\$0.00	\$794.30
C	C106	12 MJ C153 90° BEND	0.00	EA	\$0.00	2.00	\$446.75	\$0.00	\$893.50
D	C107	12"x12" MJ C153 LONG SLV L/A	0.00	EA	\$0.00	2.00	\$347.25	\$0.00	\$694.50
E	C108	12"x2" MJ C153 TAP CAP L/A	0.00	EA	\$0.00	2.00	\$275.00	\$0.00	\$550.00
F	C109	12" Joint Pieces (Stargrip and Gasket)	0.00	EA	\$0.00	14.00	\$143.75	\$0.00	\$2,012.50
G	C111	3/4 X4 MJ T-HEAD N&B	0.00	EA	\$0.00	112.00	\$2.64	\$0.00	\$295.68
H	C112	REMOVE EXISTING 12" PVC PIPE	0.00	LF	\$0.00	100.00	\$7.00	\$0.00	\$700.00
I	C113	12x12 SS MJ TAPN SLV	0.00	EA	\$0.00	2.00	-\$544.00	\$0.00	(\$1,088.10)
J	C114	12" MJ RW OL GATE VALVE L/A	0.00	EA	\$0.00	2.00	-\$437.68	\$0.00	(\$875.36)
K	C115	2" Tapping Saddle	0.00	EA	\$0.00	1.00	\$297.51	\$0.00	\$297.51
L	C116	Connect to existing Meter Box	0.00	LS	\$0.00	1.00	\$275.00	\$0.00	\$275.00
M	C117	2" CC X CTS COMP CORP ST	0.00	EA	\$0.00	1.00	\$352.15	\$0.00	\$352.15
N	C118	2" X100' SDR 9 CTS 200 PSI BLUE POLY	0.00	LF	\$0.00	100.00	\$1.95	\$0.00	\$195.00
O	C119	2" CTS X MTR ANG BV W/LW	0.00	EA	\$0.00	1.00	\$353.30	\$0.00	\$353.30
P	C120	LF 2 CTS SS INS	0.00	EA	\$0.00	2.00	\$15.35	\$0.00	\$30.70
Q	C121	Remove, Replace, and Extend Existing 4" Manhole	0.00	EA	\$0.00	1.00	\$1,875.00	\$0.00	\$1,875.00
R	SS-110-3.1c	Flowable Fill	95.00	CY	\$109.25	122.70	\$109.25	\$10,378.75	\$13,404.98
S	C122	Special Structure (Flat Top) with Lid Extension	0.00	EA	\$0.00	1.00	\$5,760.00	\$0.00	\$5,760.00
T	C123	Misc Drainage Structure (Headwall)	0.00	EA	\$0.00	1.00	\$4,590.00	\$0.00	\$4,590.00
U	C124	Misc Drainage Structure (Junction Box 12" + 24" in, 24" out)	0.00	EA	\$0.00	1.00	\$2,415.00	\$0.00	\$2,415.00
V	C125	12" CGMP (Includes accessories)	0.00	LF	\$0.00	8.00	\$38.95	\$0.00	\$311.60
W	D-701-5.1c	24" Reinforced Concrete Pipe	31.00	LF	\$89.70	63.00	\$89.70	\$2,780.70	\$5,651.10
X	D-701-5.1a	12" Reinforced Concrete Pipe	4.00	LF	\$54.05	0.00	\$54.05	\$216.20	\$0.00
Y	D-701-5.1b	18" Reinforced Concrete Pipe	21.00	LF	\$58.65	0.00	\$58.65	\$1,231.65	\$0.00
Z	D-752-5.1a	Miscellaneous Drainage Structure (Junction Box)	2.00	EA	\$3,220.00	0.00	\$3,220.00	\$6,440.00	\$0.00
AA	D-752-5.1b	Misc Drainage Structure (Headwall)	2.00	EA	\$1,017.75	1.00	\$1,017.75	\$2,035.50	\$1,017.75
AB	C126	12" Fly Ash Stabilization - P-301	0.00	SY	\$0.00	10752.00	\$7.65	\$0.00	\$82,252.80
AC	P-152-4.1a	Embankment in Place (Sch 3)	1,405.00	CY	\$6.90	8162.00	\$6.90	\$9,694.50	\$56,317.80
AD	P-209-5.1	6" Aggregate Base Course (Sch 2)	8,249.00	SY	\$9.37	0.00	\$9.37	\$77,293.13	\$0.00
AE	P-209-5.1	6" Aggregate Base Course (Sch 3)	670.00	SY	\$9.44	0.00	\$9.44	\$6,324.80	\$0.00
AF	P-209-5.1	6" Aggregate Base Course (Sch 4)	1,175.00	SY	\$9.36	0.00	\$9.36	\$10,998.00	\$0.00
AG	P-209-5.1	6" Aggregate Base Course (Sch 5)	658.00	SY	\$9.40	0.00	\$9.40	\$6,185.20	\$0.00
AH	P-120-3.1	Site Preparation (Schedule 2)	1.00	LS	\$69,690.00	1.00	\$78,690.00	\$69,690.00	\$78,690.00
AI	C127	Broadcast Seeding	0.00	AC	\$0.00	4.65	\$3,250.00	\$0.00	\$15,112.50
Summation of Cost								\$242,292.53	\$314,119.36
Net Cost for this Change Order								\$71,826.83	

Estimated Project Cost	Time Change
Original Contract Amount: \$1,012,926.04	Contract Start Date: October 22, 2012
Previously Approved Changes: \$18,277.50	Original Contract Time (calendar days): 224
This Change Order: \$71,826.83	Previously Approved Changes (calendar days): 0
New Contract Amount: \$1,084,752.87	This Change Order (calendar days): 119
	New Construction Completion Date: September 30, 2013

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE

Engineer: Garver

Engineer's Signature	Title	Date
		6/10/13

ACCEPTED BY CONTRACTOR

Contractor's Signature	Title	Date
		6/10/13

APPROVED BY OWNER

Owner's Signature	Title	Date



Agenda Item Cover Letter

Meeting: X City Council, X GPWA, Other:
Date of Meeting: June 18, 2013
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval to cancel the Tuesday, July 2, 2013 City Council and Guthrie Public Works Authority Meetings.

Summary

The Guthrie City Charter, Section 2-14 states the City Council shall hold their regular meetings on the first and third Tuesday of each month. Oklahoma Statutes Title 25, Section 311(A)(8), Open Meeting Act, states if any change is made of the date, time or place of regularly scheduled meetings of public bodies, then notice in writing shall be given to the municipal clerk, no less than ten days prior to the implementation of any such change.

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number, Amount

Supporting documents attached

None

Recommendation

Approve to cancel the July 2, 2013 Regular Meetings.

Action Needed: Public Hearing, X Motion, Emergency Clause



Agenda Item Cover Letter

Meeting
[X] City Council
GPWA
Other:

Date of Meeting
June 18, 2013

Contact
Justin Heid
Airport Manager

Agenda Item

Consider approval to change the time of the Guthrie-Edmond Regional Airport Board meetings

Summary

The Guthrie-Edmond Regional Airport Board currently meets at 4:30 pm every second Tuesday of the month. In an effort to promote transparency and adhere to the spirit of the Open Meeting Act of Oklahoma, the City intends to create meeting times that are most conducive to the public. A change to a later time in the day for meetings may provide an increase of accessibility and convenience for residents and users of the airport.

The Open Meeting Act states:

§303. Times and places--Advance notice

"All meetings of public bodies, as defined hereinafter, shall be held at specified times and places which are convenient to the public and shall be open to the public, except as hereinafter specifically provided."

The earliest start date for a new time would be August 13, 2013.

Funding Expected Revenue Expenditure [X] N/A

Budgeted Yes No [X] N/A

Account Number Amount

Supporting documents attached

- GERA Board Time 311(A)(8) ATT

Recommendation:

Approve a time change for the Airport Advisory Board

Action Needed Public Hearing [X] Motion Emergency Clause

SECTION 311. PUBLIC NOTICE PROCEDURE; SPECIAL MEETINGS; EMERGENCY MEETINGS

A. Notwithstanding any other provisions of law, all regularly scheduled, continued or reconvened, special or emergency meetings of public bodies shall be preceded by public notice as follows:

1. All public bodies shall give notice in writing by December 15 of each calendar year of the schedule showing the date, time and place of the regularly scheduled meetings of such public bodies for the following calendar year.

2. All state public bodies, including, but not limited to, public trusts and other bodies with the state as beneficiary, shall give such notice to the Secretary of State.

3. All county public bodies, including, but not limited to, public trusts and any other bodies with the county as beneficiary, shall give such notice to the county clerk of the county wherein they are principally located.

4. All municipal public bodies, including, but not limited to, public trusts and any other bodies with the municipality as beneficiary, shall give such notice to the municipal clerk of the municipality wherein they are principally located.

5. All multicounty, regional, areawide or district public bodies, including, but not limited to, district boards of education, shall give such notice to the county clerk of the county wherein they are principally located, or if no office exists, to the county clerk of the county or counties served by such public body.

6. All governing boards of state institutions of higher education, and committees and subcommittees thereof, shall give such notice to the Secretary of State. All other public bodies covered by the provisions of this act which exist under the auspices of a state institution of higher education, but a majority of whose members are not members of the institution's governing board, shall give such notice to the county clerk of the county wherein the institution is principally located.

7. The Secretary of State and each county clerk or municipal clerk shall keep a record of all notices received in a register open to the public for inspection during regular office hours, and, in addition, shall make known upon any request of any person the contents of said register.

8. If any change is to be made of the date, time or place of regularly scheduled meetings of public bodies, then notice in writing shall be given to the Secretary of State or county clerk or municipal clerk, as required herein, not less than ten (10) days prior to the implementation of any such change.

9. In addition to the advance public notice in writing required to be filed for regularly scheduled meetings, all public bodies shall, at least twenty-four (24) hours prior to such meetings, display public notice of said meeting, setting forth thereon the date, time, place and agenda for said meeting, such twenty-four (24) hours prior public posting shall exclude Saturdays and Sundays and holidays legally declared by the State of Oklahoma; provided, however, the posting of an agenda shall not preclude a public body from considering at its regularly scheduled meeting any new business. Such public notice shall be posted in prominent public view at the principal office of the public body or at the location of said meeting if no office exists. "New business", as used herein, shall mean any matter not known about or which could not have been reasonably foreseen prior to the time of posting.



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 18, 2013

Contact

Justin Heid
Airport Manager

Agenda Item

Consider appointment/reappointment of the City of Guthrie representative to the Guthrie-Edmond Regional Airport Board for the term of July 2013 through June 2016.

Summary

The City of Guthrie must appoint/reappoint a member to the Guthrie-Edmond Regional Airport Board. Per the agreement between the City of Guthrie and the City of Edmond, Oklahoma, the Guthrie-Edmond Regional Airport Board will consists of seven members, three (3) of which are appointed by the City of Edmond and four (4) of which are appointed by the City of Guthrie. The current City of Guthrie appointments are Joe Underwood, Kerry Owens, Chuck Burtcher, and Lamar Wade. The City of Guthrie has one position available for appointment/reappointment to the Guthrie-Edmond Regional Airport Board for the term of July 2013 through June 2016.

The person appointed/reappointed, as the City of Guthrie appointment, to the Guthrie-Edmond Regional Airport Board must be a resident of the City of Guthrie, Oklahoma, or the unincorporated portion of Logan County, Oklahoma. The Board is an advisory board, having the duty and power to advise and recommend to the Council and City Manager with regard to airport matters.

The position for appointment/reappointment has been held in the previous terms by Mr. Lamar Wade. He has held a position on the Airport Board for three terms: (2004-2007), (2007-2010), (2010-2013).

Funding Expected Revenue Expenditure X N/A
Budgeted Yes No X N/A
Account Number Amount

Supporting documents attached

- GERA Board Applications (1) Lamar Wade, (2) Hugh Adams, (3) Sharyl Padgett

Recommendation:

Appoint/reappoint the City of Guthrie representative to the Guthrie-Edmond Regional Airport Board

Action Needed Public Hearing X Motion Emergency Clause

City of Guthrie
Application for Boards and Commissions



Please print legibly.

Name LAMAR WADE Day Phone 282-1359
Address 5604 S. SOONER RD Evening Phone 282-5549
Occupation RETIRED - WADE'S HDW 35YR Education NW CLASSEN OKC - OSU
How long have you lived in Guthrie? 38 Years _____ Months

Please answer the following questions and attach a resume, if desired.

1. Which board or commission interests you? AIRPORT BOARD

2. Why are you interested in serving on this board/commission? I LIKE AVIATION & SEE THE AIRPORT AS AN ASSET FOR GUTHRIE'S ECONOMIC DEVELOPMENT.

3. In what civic activities have you been involved during the past 3 years?

LIONS CLUB - PAST PRES & CURRENTLY ON BOARD; CONTRIBUTOR TO 'TEACHER OF THE YEAR, GIRLS ST. & BOYS STATE; AIRPORT BOARD, CURRENTLY CHAIRMAN; F&M BANK BOARD; 1ST PRESBYTERIAN CHURCH, ELDER.

4. What skills and/or experience will you contribute?

AVIATION BACKGROUND - PRIVATE PILOTS LICENSE, COMMERCIAL & INSTRUMENT RATING; HOUSING AUTHORITY BOARD; ELECTED & SERVED ON SCHOOL BOARD 10 YEARS - CHAIRMAN TWICE; AIRPORT BOARD

5. List 3 non-relatives who have known you at least 3 years for references.

Name Address Phone Number

JOHN VANCE · JOHN VANCE MOTORS · I 35 & S. EXIT 282-2113

BARRY ANDERSON · F&M BANK · 1800 E. OKLA 260-8800

JIM OVERTON · OVERTON CPA · 215 W. OKLA 282-1322

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

Lamar Wade
Signature

6-11-13
Date

City of Guthrie
Application for Boards and Commissions



Please print legibly.

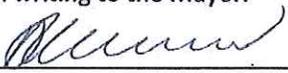
Name HUGH G. ADAMS Day Phone 229-9924
 Address 110 W. BROAD Evening Phone 260-1942
OFFICE & MAIL GUTHRIE, OK 73044
 Occupation RANCHER & OIL PROPERTIES Education BA DEGREE UNIV. OF OKLA.
 How long have you lived in Guthrie? 8 Years — Months
 RESIDENCE
 9801 W POST RD.
 GUTHRIE

Please answer the following questions and attach a resume, if desired.

- Which board or commission interests you? GUTHRIE-EDMOND REGIONAL AIRPORT BOARD
- Why are you interested in serving on this board/commission? AIRPORT IS BIG ASSET TO AREA, I AM PRIVATE PILOT & OWN MY OWN PLANE & I HAVE INTEREST IN AVIATION
- In what civic activities have you been involved during the past 3 years? VICE-CHAIRMAN & BOARD MEMBER OF OKLA STATE BANK TILL JUNE 2012, (13 YEARS) FINANCIAL SUPPORTER OF UNITED WAY, POLLARD TOWNER & HISTORICAL SOCIETY,
- What skills and/or experience will you contribute? BUSINESS OWNER FOR 35 YEARS, BORN & RAISED IN GUTHRIE, PREVIOUSLY LIVED IN EDMOND 25+ YEARS
- List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>JEFF HIRZEL</u>	<u>119 S BROAD GUTHRIE</u>	<u>282-5355</u>
<u>JIM OVERTON</u>	<u>215 E ORLA GUTHRIE</u>	<u>282-1322</u>
<u>JOE UNDERWOOD</u>	<u>808 N. EAST RIDGE GUTHRIE</u>	<u>203-3190</u>

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


Signature

4-18-13
Date

City of Guthrie
Application for Boards and Commissions



Please print legibly.

Name SHARYL A. PADGETT Day Phone 405-752-3466
 Address 1303 N. A ST - GUTHRIE Cell 408-659-7745
 Evening Phone 408-659-7745
 Occupation SR ACCOUNTANT Education MBA
MERCY - ORC
 How long have you lived in Guthrie? _____ Years _____ Months - MOST OF MY LIFE

Please answer the following questions and attach a resume, if desired.

1. Which board or commission interests you? Airport Board
2. Why are you interested in serving on this board/commission? TO HELP GUTHRIE & ITS CITIZENS BE THE BEST WE CAN BE!
3. In what civic activities have you been involved during the past 3 years? FIRST CAPITAL NEIGHBORHOOD SOLUTIONS & GUTHRIE PLANNING COMMISSION
4. What skills and/or experience will you contribute? LOGICAL APPLICATION TO PROBLEMS AFFECTING WARD 3. AND A RESPECT FOR THE NEEDS OF OUR CITIZENS
5. List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>RENE SPINETO</u>		<u>282-0197</u>
<u>SUE DUCHARM</u>		<u>282-0880</u>
<u>KAREN YANCEY</u>	<u>501 HILL DR</u>	<u>650-4138</u>

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

Sharyl Padgett
Signature

4-10-13
Date

Sharyl A. Padgett
1303 N. Ash St.
Guthrie, Ok. 73044
405/659-7745

It is my desire to work with an organization whose goals and ethics mirror the ones I have chosen and move forward with my inherent abilities, acquired skills, and education.

Strengths & Skills

- 1) Organization/Leadership
- 2) Managerial Finance/Accounting
- 3) Diagnostic abilities
- 4) Creative
- 5) Intra-personal
- 6) Inter-personal
- 7) Communication
- 8) Writing and grammar
- 9) Flexibility
- 10) Above average computer skills
- 11) Learn quickly

I have a diverse background of practical knowledge from different positions I have held in the past, including but not limited to, banking, telephone service representative, insurance, tax preparation, financial planning, real estate, owning and managing multiple sales office locations, Sr. Staff Accountant, accounting instructor, and account management.

2007 - Present Mercy Communities-West Oklahoma City, Ok.

Sr. Accountant:

- 1) Prepare and make all Journal Entries for General Ledger
- 2) Balance General Ledger accounts
- 3) Assist with general audits (2 per year)
- 4) Prepare monthly performance evaluations for Logan Hospital financials
- 5) Prepare and pay all sales and use taxes for Mercy Oklahoma
- 6) Handle all Real and Business Property taxes for Mercy Oklahoma Clinics
- 7) Prepare documents and financial reports for the Quarterly Boards meetings- Mercy Hospital Logan County

In addition to the above-required duties, I also chaired a committee to write and execute a "Standards of Behavior" for all Logan Hospital employees.

2006 - 2007 Vatterott College Oklahoma City, Ok.

Instructor:

- 1) Prepare syllabus for each class taught - English, Mathematics, Accounting I & II, & Introduction to Cost Accounting
- 2) Instruct adult students according to college principles and help prepare them for the workforce
- 3) Help select curriculum for each class
- 4) Counsel students and arrange for tutoring if necessary

2003 – 2006 Temporary Employment Oklahoma City, Ok.

During this time, I worked in retail sales in a temporary capacity while I completed my studies at Oklahoma Christian University.

2000 – 2003 The Service Team Oklahoma City, Ok.

Strategic Account Manager:

- 1) Maintained excellent client relationships with corporate representatives of strategic accounts for a company engaged in promotional and product set maintenance for Lowe's and Home Depot.
- 2) Authored and produced product reset manuals for field personnel.
- 3) Audited supplier accounts and maintained spreadsheets with all client information

Prior to 2000, I owned and managed a successful travel agency business increasing sales from an annual gross of \$105,000.00 to over \$4,000,000.00. During this 10 year period I encountered and successfully handled numerous personnel issues, contract negotiations with major airlines, cash flow, accounting issues, and the eventual sale of the agency.

Higher Education:

Graduate degree - 2004 – Master of Business Administration with emphasis in Leadership and Organization Development from Oklahoma Christian University. GPA 4.0/4.0

Undergraduate degree - 2003 – Bachelor of Science in Business Administration from the University of Phoenix. GPA 3.97/4.0

Personal Information:

- 1) I am the proud mother of 2 and grandmother of 5.
- 2) It has been my privilege to travel extensively, learning of cultures and customs in distant countries and United States Territories.
- 3) I am an active member of the First Christian Church in Guthrie
- 4) I am a board member of First Capital Neighborhood Solutions
- 5) I am also an active commissioner on the Guthrie Planning Commission.



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: June 18, 2013, Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Resolution No. 2013-10, establishing the Nine-One-One (911) Emergency Telephone Fee for Calendar Year 2014.

Summary

The proposed Resolution will enable collection of the locally authorized service fee on landline telephone bills to pay for E9-1-1 service. The City does not collect this service fee directly; the billing company provides the revenue to the Association of Central Oklahoma Governments (ACOG) and from there it is dispersed to applicable agencies.

Funding Expected: X Revenue, Budgeted: X Yes, Account Number: 54-00-00-5472, Amount: FY 2013 anticipate collecting \$5,500

Supporting documents attached

- Resolution No. 2013-10

Recommendation

Approve Resolution No. 2013-10 establishing the 9-1-1 Emergency Telephone Fee for Calendar Year 2014.

Action Needed: Motion

RESOLUTION NO. 2013-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE ESTABLISHING THE NINE-ONE-ONE EMERGENCY TELEPHONE FEE RATE FOR CALENDAR YEAR 2014.

WHEREAS, the voters and/or governing body of the City of Guthrie have approved the acquisition and operation of an emergency telephone service, together with the levy or imposition of user fee/tax for such service; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine-One-One Emergency Act, 63 O.S. Supp., 1987, §2811 et seq., as amended.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Guthrie that it does, hereby establish the rate for the Nine-One-One Emergency Telephone Service fee for the calendar year 2014 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within said City in accordance with said Act beginning January 1, 2014.

Adopted and approved by the City Council of the City of Guthrie this 18th day of June, 2013.

Mark Spradlin, Mayor

ATTEST:

Wanda Calvert, City Clerk

APPROVED AS TO FORM:

Randel Shadid, City Attorney



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting June 18, 2013	Contact Rene Spineto Community Development Director
--	---	---

Agenda Item

Consider approval of Resolution No. 2013-11 in support for development of Cottonwood Village, including fee waivers of building permit fees or other city-provided services in the amount of \$14,001.

Summary

Cottonwood Village, LP and The Gateway Companies, propose to plan, design and develop a fifty (50) unit development for elderly residents to be located east of Academy Road near the intersection of Owen Park Blvd.

The developer will utilize the State of Oklahoma housing tax credit program (through the Oklahoma Housing Finance Authority) to assist in funding the project. The Housing Finance Authority requires the developer seek municipal support for their project. Cottonwood Village, LP, is requesting that the City of Guthrie support the proposed development by authorizing fee waivers of building permits and/or inspection fees or other city-provided services in the amount of \$14,001 for the development of this project. This City support is a key element in their application to the Oklahoma Housing Finance Authority (OHFA).

Benefits to the City of Guthrie include: jobs created as a result of the construction, water and sewer bill revenue from 50 homes and a project investment in the community.

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

Supporting documents attached:

Letter of Request from The Gateway Companies
 Site and Location Maps
 Resolution

Recommendation

Approve Resolution 2013-11

Action Needed Public Hearing Motion Emergency Clause



May 24, 2013

Mayor Chuck Burtcher
101 N. Second Street
Guthrie, OK 73044

RE: OHFA Application in Guthrie

Dear Mayor Burtcher:

Cottonwood Village, L.P., Applicant, will submit an application to the Oklahoma Housing Finance Agency (OHFA) to obtain tax credits on the new construction of a proposed development, the name of which will be Cottonwood Village. Said development will be for the elderly and is proposed to be located east of Academy Road near the intersection of Owen Park Blvd., Guthrie, OK.

There will be a total of up to 50 units in the development, of this total, 100 percent will be rent and income restricted units. A map showing the location of the proposed development is included with this notification.

OHFA Trustees will consider this application at OHFA's November, 2013 Trustees meeting. Trustee meeting dates can be found on OHFA's website, www.ohfa.org.

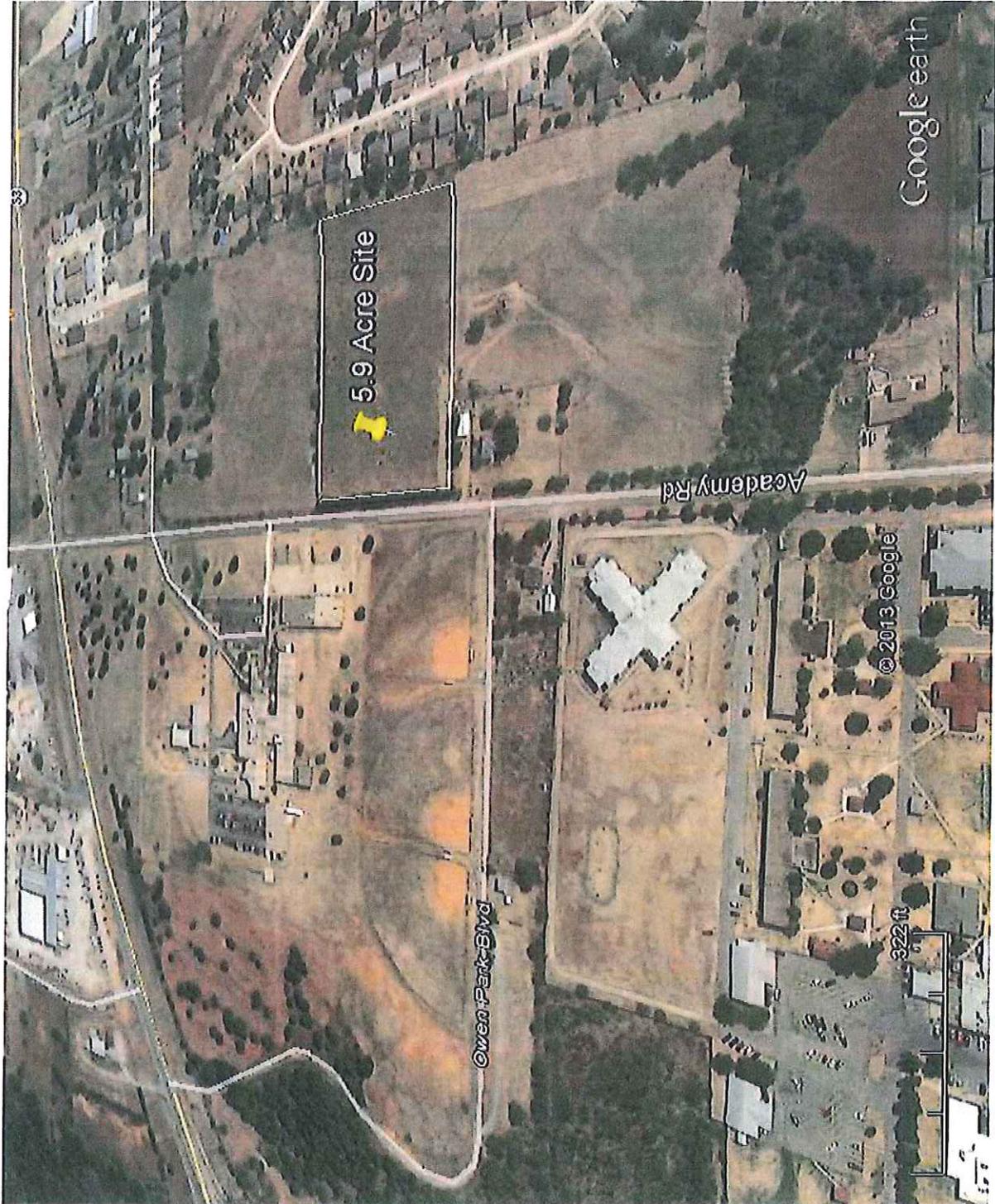
Any questions regarding this application may be directed to Allan Rappuhn, P.O. Box 220, Florence, AL 35631, (256) 760-9657 phone, (256) 767-5804 fax.

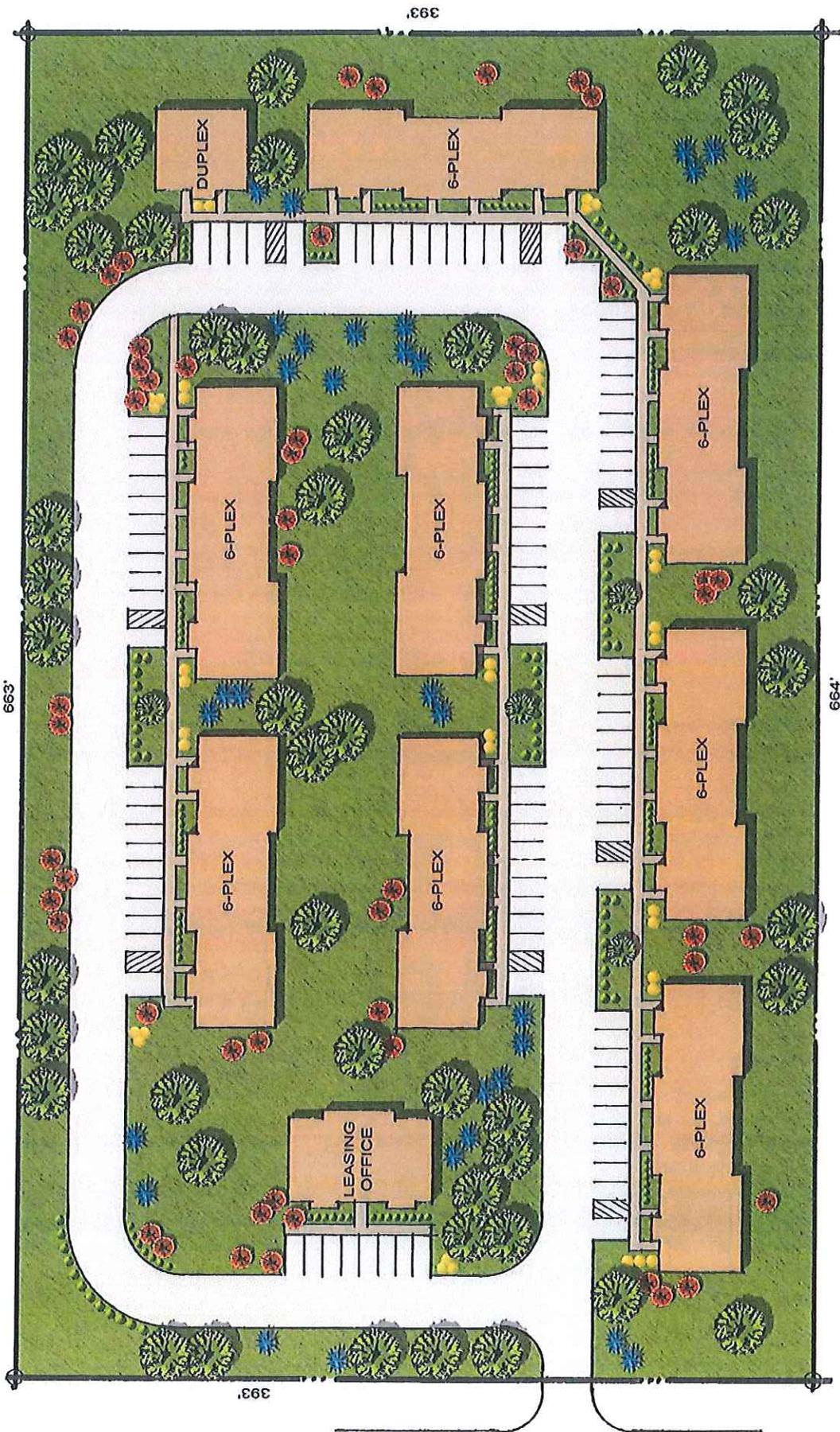
For information regarding the hearing of the application, contact Darrell Beavers, Housing Development Team Manager, OHFA, P.O. Box 26720, Oklahoma City, OK 73126-0720, (405) 419-8261, darrell.beavers@ohfa.org

Sincerely,


Allan Rappuhn

5.9 Acre Site off N. Academy Rd.





PROPOSED SITE PLAN
MAY 20, 2013

GUTHRIE, OK
NOT TO SCALE

RESOLUTION NO. 2013-11

WHEREAS, Cottonwood Village LP, is proposing to construct a fifty (50) unit housing development to be located in the limits of the of City of Guthrie on a parcel located on the east side of Academy Road near the intersection of Owen Park Blvd,

WHEREAS, the City of Guthrie supports economic development and promotes affordable housing for the benefit of the citizens of the City of Guthrie; and

WHEREAS, the City of Guthrie supports the proposed project and will contribute \$14,001, in waivers of fees or other project related expenses, in support of the project for the benefits of the citizens of the City of Guthrie.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF GUTHRIE, that the City Council supports favorable consideration to be given for a tax credit award for this Development.

BE IT FURTHER RESOLVED, it is noted that the proposed development is consistent with City of Guthrie's affordable housing strategies and comprehensive plan.

APPROVED AND PASSED this ____ day of _____, 2013.

Note: the resolution of support will remain in effect for a period of one (1) year from the date of initial passage provided that no major changes are made to the proposed development.

Mark Spradlin, Mayor

Attest:

Wanda Calvert, City Clerk

Approved as to Form:

Randel Shadid, City Attorney

City of Guthrie 6/6/2013 9:29am
A/P Claims List
 from 6/6/2013 to 6/6/2013

Invoice #	Vendor	Description	Account	Cost
MAY 2013	C.L.E.E.T. (125)	Municipal Court Collection for CLEET	01-00-00-2012	\$1,388.28
AFIS	O.S.B.I. (820)	Municipal Court Collection OSBI/AFIS Fees	01-00-00-2012	\$726.75
FORENSIC	O.S.B.I. (820)	Municipal Court Collection OSBI/AFIS Fees	01-00-00-2012	\$747.84
2034437	DEBORAH LITTLE 22986	REFUND ANIMAL ADOPTION NO. 286	01-00-00-2017	\$25.00
2034434	JAMIE JOHNSTON 22985	REFUND ANIMAL ADOPTION BOND NO.	01-00-00-2017	\$25.00
2034436	JODIE FOX 22984	Refund Animal Bond Adoption No. 0168-187	01-00-00-2017	\$25.00
2034433	OKLAHOMA DEPARTMENT OF	Child Passenger Restraint Systems	01-00-00-5497	\$100.00
		Total		\$3,037.87
		Total		\$3,037.87
JUNE 2013	OKLAHOMA NATURAL GAS	Natural Gas Monthly Billing	01-01-00-6307	\$1,604.61
2034435	SID BROWN 22983	Alternate Judge on May 2, 2013 1 hour	01-01-00-6373	\$125.00
		Total		\$1,729.61
		Total GENERAL GOVERNMENT		\$1,729.61
2034078	LOGAN CO. ECON. DEV.	Logan County Economic Development	01-05-53-6054	\$4,500.00
		Total ECONOMIC DEVELOPMENT		\$4,500.00
		Total PLANNING		\$4,500.00
JUNE 2013	RURAL WATER DISTRICT	Collrane, Mitchal Park and RV Park	01-15-11-6112	\$66.00
		Total PARKS		\$66.00
		Total PARKS & PUBLIC GROUNDS		\$66.00
		Total GENERAL FUND		\$9,333.48
JUNE 2013	OKLAHOMA NATURAL GAS	Natural Gas Monthly Billing	20-21-00-6307	\$556.06
POSTAGE	USPS - UNITED STATES	Monthly Postage	20-21-00-6309	\$2,000.00
POSTAGE	USPS - UNITED STATES	Monthly Postage	20-21-00-6309	\$1,000.00
MAY 2013	DHH DISPOSAL 22381	Sanitation Service	20-21-00-6348	\$192.50
		Total		\$3,748.56
		Total PUBLIC WORKS GENERAL		\$3,748.56
2034103	MAXINE PRUITT (1915)	Mileage FY 2012-2013	20-22-00-6047	\$388.61
		Total		\$388.61
		Total PUBLIC WORKS ADMINISTRATION		\$388.61
MAY 2013	BURRELL INC. (21286)	Meter Reading Contract	20-28-00-6054	\$1,804.51
		Total		\$1,804.51
		Total METER DEPARTMENT		\$1,804.51
		Total GPWA OPERATING FUND		\$5,941.68
02-024211-001	UTILITY DEPOSIT/REFUND		71-00-00-5555	\$19.33
07-070010-001	UTILITY DEPOSIT/REFUND		71-00-00-5555	\$13.03
15-151390-007	UTILITY DEPOSIT/REFUND		71-00-00-5555	\$13.55
99-999957-001	UTILITY DEPOSIT/REFUND		71-00-00-5555	\$22.60
		UTILITY DEPOSIT/REFUND Total		\$68.51
		Total		\$68.51
		Total UTILITY DEPOSIT FUND		\$68.51

City of Guthrie 6/6/2013 9:29am
A/P Claims List
from 6/6/2013 to 6/6/2013

Invoice #	Vendor	Description Total All Funds	Account	Cost \$15,343.67
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City of Guthrie
A/P Claims List
 from 6/12/2013 to 6/12/2013

Invoice #	Vendor	Description	Account	Cost
MAY 2013	OKLAHOMA UNIFORM BLDG CO	Permit Collection Fees 2012-2013	01-00-00-2013	\$100.00
		Total		\$100.00
		Total		\$100.00
JUNE 2013	AT&T LONG DISTANCE (21268)	Monthly Long Distance Billing	01-01-00-6301	\$274.96
20774	JOHN M ARLEDGE & ASSOC. (21	Auditing Service for Fiscal Year 2012	01-01-00-6330	\$4,200.00
7132-13-118	GODDARD ENTERPRISES (798)	Siren Contact and Siren Repair	01-01-00-6372	\$40.00
2023863	MYERS ENGINEERING CORPOR	Fire Hydrant Map	01-01-00-6373	\$940.00
		Total		\$5,454.96
		Total GENERAL GOVERNMENT		\$5,454.96
060113-WEB	INTRINSIC CORPORATION 2228	GIS Web Hosting	01-05-50-6356	\$2,250.00
		Total COMMUNITY DEVELOPMENT		\$2,250.00
		Total PLANNING		\$2,250.00
000675	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	\$16.20
000678	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	\$7.20
000680	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	\$14.40
000685	GHM ENTERPRISES (1097)	Police Department Laundry	01-07-70-6310	\$19.20
JUNE 2013	SHINEY BAYS (22581)	Police Department Car Wash	01-07-70-6316	\$195.50
MAY 2013	LOGAN COMMUNITY SERVICES,	Logan Community Services	01-07-70-6345	\$125.00
		Total POLICE ADMINISTRATION		\$377.50
20130493	C.O.P.S. PRODUCTS, L.L.C. 2262	K-9 Uniforms	01-07-77-6124	\$250.00
		Total CRIMINAL INVESTIGATIONS		\$250.00
04-1308605	OKLA DEPARTMENT OF PUBLIC	OLET'S Maintenance	01-07-79-6304	\$350.00
		Total COMMUNICATIONS		\$350.00
		Total POLICE		\$977.50
		Total GENERAL FUND		\$8,782.46
A289503	RAYS UTILITY TRAILER SALES L	Spare Rim and Tire	09-09-90-6316	\$100.00
		Total SUPPRESSION		\$100.00
JUNE 2013	INTERMEDIX (22025)	Intermedix Billing	09-09-92-6373	\$4,796.21
		Total EMS		\$4,796.21
		Total FIRE		\$4,896.21
		Total FIRE/EMS FUND		\$4,896.21
JUNE 2013	AT&T LONG DISTANCE (21268)	Monthly Long Distance Billing	20-21-00-6301	\$274.97
2023878	MYERS ENGINEERING CORPOR	Automatch Meter Reading System MECE 211	20-21-00-6373	\$1,097.50
2023892	MYERS ENGINEERING CORPOR	WWTP Raw Lift Pump Retrofit, SCADA Syste	20-21-00-6373	\$2,362.50
2023901	MYERS ENGINEERING CORPOR	Automatch Meter Reading System MECE 211	20-21-00-6373	\$1,584.38
		Total		\$5,319.35
		Total PUBLIC WORKS GENERAL		\$5,319.35
000672	GHM ENTERPRISES (1097)	Laundry Service	20-24-00-6016	\$7.20
000677	GHM ENTERPRISES (1097)	Laundry Service	20-24-00-6016	\$7.20
000679	GHM ENTERPRISES (1097)	Laundry Service	20-24-00-6016	\$7.20
000682	GHM ENTERPRISES (1097)	Laundry Service	20-24-00-6016	\$7.20
000683	GHM ENTERPRISES (1097)	Laundry Service	20-24-00-6016	\$6.00

City of Guthrie
A/P Claims List
from 6/12/2013 to 6/12/2013

Invoice #	Vendor	Description	Account	Cost
4877	S & D ELECTRIC MOTOR SHOP	Repair 17.7 HP Pumb for intermediate pump	20-24-00-6317	\$6,100.64
		Total		\$6,135.44
		Total WASTE WATER TREATMENT PLANT		\$6,135.44
		Total GPWA OPERATING FUND		\$11,454.79
2023932	MYERS ENGINEERING CORPOR	Preliminary and Final Design, Bidding and Co	54-55-27-6373	\$2,720.23
		Total LINE MAINTENANCE		\$2,720.23
		Total INFRASTRUCTURE		\$2,720.23
		Total CAPITAL PROJECTS		\$2,720.23
JUNE 2013	AT&T LONG DISTANCE (21268)	Monthly Long Distance Billing	98-98-00-6301	\$4.13
		Total		\$4.13
11071360-12	GARVER 22519	AIP Admin Services #3-40-0036-013-2012	98-98-94-6373	\$21,439.68
T403322	TERRACON (31)	Material Testing - TWY C/NWDevelopment C	98-98-94-6588	\$623.56
T410230	TERRACON (31)	Material Testing - TWY C/NWDevelopment C	98-98-94-6588	\$870.00
3-40-0036-013-2	TOTAL INVESTMENT COMPANY	Taxiway C Rehabilitation #3-40-0036-013-201	98-98-94-6590	\$6,980.56
		Total AIRPORT IMPROVEMENTS		\$29,913.80
		Total AIRPORT FUND		\$29,917.93
		Total AIRPORT FUND		\$29,917.93
		Total All Funds		\$57,771.62

City of Guthrie 6/13/2013 10:54am
A/P Claims List
 from 6/13/2013 to 6/13/2013

Invoice #	Vendor	Description	Account	Cost
NP38218176	FLEETCOR TECHNOLOGIES	Guthrie Housing Authority	01-01-00-6118	\$166.02
JUNE 2013	OG&E 405	Monthly Billing for Electric	01-01-00-6305	\$6,791.72
JUNE 2013	OG&E 405	Monthly Billing for Electric	01-01-00-6306	\$10,225.97
1135	LOGAN COUNTY CLERK(1135)	Civil Defense Agreement	01-01-00-6371	\$7,812.93
2034445	SERENIAH BRELAND 22866	Travel Expenses	01-01-00-6373	\$78.98
		Total		\$25,075.62
		Total GENERAL GOVERNMENT		\$25,075.62
NP38218176	FLEETCOR TECHNOLOGIES	Building Services	01-02-25-6118	\$183.87
		Total BUILDING SERVICES		\$183.87
		Total ADMINISTRATION		\$183.87
NP38218176	FLEETCOR TECHNOLOGIES	Community Development	01-05-50-6118	\$54.74
		Total COMMUNITY DEVELOPMENT		\$54.74
NP38218176	FLEETCOR TECHNOLOGIES		01-05-51-6118	\$86.93
		Total CODE COMPLIANCE		\$86.93
		Total PLANNING		\$141.67
NP38218176	FLEETCOR TECHNOLOGIES	Police Administration	01-07-70-6118	\$5,801.80
		Total POLICE ADMINISTRATION		\$5,801.80
		Total POLICE		\$5,801.80
NP38218176	FLEETCOR TECHNOLOGIES	Street Maintenance	01-12-00-6118	\$3,008.90
		Total		\$3,008.90
		Total STREET		\$3,008.90
NP38218176	FLEETCOR TECHNOLOGIES	Fleet Maintenance	01-14-00-6118	\$63.61
		Total		\$63.61
		Total FLEET MAINTENANCE		\$63.61
NP38218176	FLEETCOR TECHNOLOGIES	Parks Maintenance	01-15-11-6118	\$3,055.89
		Total PARKS		\$3,055.89
		Total PARKS & PUBLIC GROUNDS		\$3,055.89
		Total GENERAL FUND		\$37,331.36
NP38218176	FLEETCOR TECHNOLOGIES	Suppression	09-09-90-6118	\$1,215.12
		Total SUPPRESSION		\$1,215.12
NP38218176	FLEETCOR TECHNOLOGIES	EMS	09-09-92-6118	\$2,852.47
		Total EMS		\$2,852.47
NP38218176	FLEETCOR TECHNOLOGIES	Fire Prevention	09-09-96-6118	\$872.25
		Total PREVENTION		\$872.25
		Total FIRE		\$4,939.84
		Total FIRE/EMS FUND		\$4,939.84
JUNE 2013	OG&E 405	Monthly Billing for Electric	20-21-00-6305	\$8,393.68
		Total		\$8,393.68
		Total PUBLIC WORKS GENERAL		\$8,393.68

City of Guthrie 6/13/2013 10:54am
A/P Claims List
 from 6/13/2013 to 6/13/2013

Invoice #	Vendor	Description	Account	Cost
NP38218176	FLEETCOR TECHNOLOGIES	Water Treatment Plant	20-23-00-6118	\$149.85
		Total		\$149.85
		Total WATER PLANT		\$149.85
NP38218176	FLEETCOR TECHNOLOGIES	Waste Water Treatment Plant	20-24-00-6118	\$244.96
		Total		\$244.96
		Total WASTE WATER TREATMENT PLANT		\$244.96
NP38218176	FLEETCOR TECHNOLOGIES	Convenience Center	20-26-00-6118	\$0.00
		Total		\$0.00
		Total CONVENIENCE CENTER		\$0.00
NP38218176	FLEETCOR TECHNOLOGIES	Line Maintenance	20-27-00-6118	\$2,506.08
		Total		\$2,506.08
		Total LINE MAINTENANCE		\$2,506.08
NP38218176	FLEETCOR TECHNOLOGIES	Meter Department3	20-28-00-6118	\$389.50
		Total		\$389.50
		Total METER DEPARTMENT		\$389.50
		Total GPWA OPERATING FUND		\$11,684.07
01-011621-011	UTILITY DEPOSIT/REFUND		71-00-00-5555	\$7.56
10-102980-002	UTILITY DEPOSIT/REFUND		71-00-00-5555	\$13.71
11-110891-017	UTILITY DEPOSIT/REFUND		71-00-00-5555	\$7.01
13-132890-009	UTILITY DEPOSIT/REFUND		71-00-00-5555	\$21.27
		Total		\$49.55
		Total		\$49.55
		Total UTILITY DEPOSIT FUND		\$49.55
NP38218176	FLEETCOR TECHNOLOGIES	Guthrie-Edmond Regional Airport	98-98-00-6118	\$390.38
JUNE 2013	OG&E 405	Monthly Billing for Electric	98-98-00-6305	\$831.19
		Total		\$1,221.57
		Total AIRPORT FUND		\$1,221.57
		Total AIRPORT FUND		\$1,221.57
		Total All Funds		\$55,226.39