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**62<sup>nd</sup> City Council**

**Mayor Mark Spradlin**

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

**Ward III** – Gaylord Z. Thomas, Sharyl Padgett

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**SPECIAL CITY COUNCIL MEETING WORKSHOP**

City Hall – 101 North Second Street, Guthrie, Oklahoma

**Third Floor Conference Room**

June 17, 2014 at 6:00p.m.

**AGENDA**

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

**CALL TO ORDER** – This meeting is called to order on Tuesday, June 17, 2014 at 6:00p.m. Mayor and Council Members are present and declare a quorum present.

1. Public Comments
2. Discussion regarding Liberty Lake improvements
3. Discussion regarding Downtown Improvements
4. Airport annual update
5. Discussion regarding agenda items
6. Request for future items of discussion
7. Adjourn



**62<sup>nd</sup> 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**

Tuesday, June 17, 2014, at 7:00pm

City Hall - Council Chambers

101 North Second Street, Guthrie, Oklahoma 73044

1. Call to Order.
2. Community Announcements and Recognitions.
3. Consent Agenda.

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held June 3, 2014 ..... 1

4. Adjournment.

**CITY COUNCIL MEETING**

62<sup>nd</sup> City Council

Tuesday, June 17, 2014, 7:00pm

City Hall - Council Chambers

101 North Second Street, Guthrie, Oklahoma 73044

1. Call to Order.
2. Consent Agenda.

*All matters listed will be enacted by one motion unless a request is made for discussion by any 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 3, 2014 ..... 3
- B. Consider approval of minutes of the Regular City Council Meeting held on June 3, 2014 ..... 5
- C. Consider approval of minutes of the Special City Council Meeting held on June 10, 2014 ..... 9

- D. Consider acceptance of a grant in the amount of \$925.96 from the Oklahoma Humanities Council for the purpose of conducting a “Let’s Talk About It, Oklahoma!” program at the Guthrie Public Library and authorize Library Staff to sign the corresponding agreement.....10
- E. Consider accepting a grant in the amount of \$916.79 from the Oklahoma Department of Libraries for the purpose of purchasing Lego classroom packs and conducting Science, Technology, Engineering and Math (STEM) programs for children in the library. 16
- F. Consider approving the Library Board recommendation to implement the LeapPad2 Explorer Lending Policy. ....23
- G. Consider approval of the Joint City 5 Year Airport Agreement for the period beginning July 1, 2014 and ending June 30, 2019. ....26
- H. Consider approval of City-County Defense Agreement between the City of Guthrie and Logan County Board of Commissioners.....34
- I. Consider approval of the Liberty Lake House Occupancy Agreement between the City of Guthrie and a Park Attendant.....41
- 3. Discussion and possible action on regarding three appointments to the Library Board. ....47
- 4. Discussion and possible action regarding one appointment to the Guthrie-Edmond Regional Airport Board. ....55
- 5. Discussion and possible action regarding two appointments to the Citizens Rate and Fee Advisory Committee.....64
- 6. Discussion and possible action regarding one appointment to the Forestry Board ..65
- 7. Discussion and possible action on Resolution No. 2014-10, establishing the Nine-One-One Emergency Telephone Fee for Calendar Year 2015.....67
- 8. Discussion and possible action on Resolution No. 2014-11 in support of the Cottonwood Village development, including fee waiver of building permit fees or other city-provided services in the amount of \$14,001. ....69
- 9. Discussion and possible action of Ordinance No. 3256 establishing the effective date of Ordinance No. 3251 related to annexation, extending the city limits of the City of Guthrie, Oklahoma to include the territory here and after described in this ordinance, said territory being located in the County of Logan, State of Oklahoma and declaring an emergency. ....78
- 10. Discussion and possible action on Interlocal Agreement with the City of Crescent for public safety communication services. ....80
- 11. City Manager’s Report.
- 12. Requests/comments from members of the City Council.
- 13. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:
  - A. 307(B)( 4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Logan County Rural Water District No. 1)
- 14. Consider action regarding Logan County Rural Water District No. 1.
- 15. Adjournment.

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING  
June 3, 2014

The regular meeting of the Guthrie Public Works Authority was posted on Friday, May 30, 2014, before 5:00 p.m. and held June 3, 2014, 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 7:02 p.m.

Members Present:	Mark Spradlin	John Wood	Mary Coffin
	Jeff Taylor	Sharyl Padgett	

Members Absent:	Trey Ayers	Gaylord Z. Thomas
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Staff Present:	Sereniah Breland	Kim Biggs	Jim Ahlgren
	Maxine Pruitt	Rene Spineto	Eric Harlow
	Cody Mosely	Aaron Ryburn	Kevin Dixon

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

**Community Announcements and Public Recognition.**

- A. Proclamation. Mayor Spradlin presented proclamations to Mr. Terry Bobo with Environmental Management Incorporated and to Mr. Mike Bostick with Bostick Services Corporation for their generosity and thoughtfulness of donating their equipment, staff, energy, and time during the Logan County Wildfires.

**Consent Agenda.** Motion by Vice Mayor Wood, seconded by Trustee Coffin, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held on May 20, 2014.
- B. Consider approval to solicit bids for the Coyle Waterline Project.

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

Aye: Spradlin, Wood, Coffin, Padgett, Taylor  
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 7:07 p.m.

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Kim Biggs, City Clerk

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Mark Spradlin, Chairman

MINUTES

CITY COUNCIL MEETING  
Council Workshop  
June 3, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, May 30, 2014, before 5:00 p.m. and held June 3, 2014, in the Guthrie City Hall Third Floor Conference Room.

Mayor Mark Spradlin called the meeting to order at 6:04 p.m.

Members Present:	Mark Spradlin	Mary Coffin	Sharyl Padgett
	Jeff Taylor		

Members Absent:	Trey Ayers	Gaylord Z. Thomas	JohnWood
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Staff Present:	Sereniah Breland	Kim Biggs	Maxine Pruitt
	Rene Spineto	Aaron Ryburn	Jim Ahlgren
	Cody Mosley	Eric Harlow	Damon Devereaux

Mayor Spradlin declared a quorum with four (4) Councilmembers in attendance.

**Public Comments.** None.

**Discussion regarding draft agreement with Neighborhood Solutions for use of armory.**

Mayor Spradlin reviewed the agenda item cover letter, draft lease agreement, and letter from Mr. Joe Burkett regarding the partnership between Home Depot and First Capital Neighborhood Solutions.

Vice Mayor Wood arrived at 6:10 p.m.

**Discussion regarding Excelsior Building.** Human Resources Director, Jim Ahlgren, reviewed items provided to the City Council including photographs showing exterior damage to the foundation and roof. It was the consensus of the City Councilmembers to hold a Special City Council meeting on June 10, 2014, for the discussion and action of selling the property at 323 S. 2<sup>nd</sup> Street known as the Excelsior Library.

**Discussion regarding Downtown Improvements.** Tabled to June 17, 2014.

**Discussion regarding Non Intoxicating Beverages for Special Events.** Community Development Director, Rene Spineto, reviewed the information sheet provided to City Council regarding the difference between Intoxicating Beverages and Non-Intoxicating Beverages and the draft ordinance related to the Special Events Permit.

**Discussion regarding Fireworks Ordinance.** Mayor Spradlin reviewed the results from the public opinion polls posted on the City's website and Guthrie News Page. Both polls resulted in a sixty (60%) percent for fireworks and forty (40%) against fireworks inside city limits. It was the consensus of the City Councilmembers to recommend restricting the use of fireworks inside city limits to property owners with five (5) acres or more.

**Discussion regarding agenda items:**

**One appointment to the Guthrie Park Board.** Mayor Spradlin announced that his recommendation for the Park Board appointment is Mary Beth Craven.

**Request for future items of discussion.** Excelsior Library, Special City Council meeting on June 10, 2014.

**Adjournment.** There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:52 p.m.

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Kim Biggs, City Clerk

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Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

June 3, 2014

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, May 30, 2014, before 5:00 p.m. and held June 3, 2014, in the Guthrie City Hall Council Chambers.

Mayor Mark Spradlin called the meeting to order at 7:08 p.m.

Members Present:	Mark Spradlin	John Wood	Mary Coffin
	Jeff Taylor	Sharyl Padgett	

Members Absent:	Trey Ayers	Gaylord Z. Thomas
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Staff Present:	Sereniah Breland	Kim Biggs	Jim Ahlgren
	Maxine Pruitt	Rene Spineto	Eric Harlow
	Cody Mosley	Aaron Ryburn	Kevin Dixon

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

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

- A. Consider approval of minutes of the Special City Council Workshop Meeting held on May 20, 2014.
- B. Consider approval of minutes of the Regular City Council Meeting held on May 20, 2014.
- C. Consider approval of authorizing staff to solicit bids for grass management of the City's 80 acres located at East College Street and Midwest Blvd.

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

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

Mayor Spradlin declared the motion carried unanimously.

**Resolution No. 2014-07.** Motion by Councilmember Padgett, seconded by Councilmember Taylor moved approval of Resolution No. 2014-07 nominating Gaylord Z. Thomas as a candidate to fill an open position on the Board of Trustees of the Oklahoma Municipal Retirement Fund (OkMRF) representing Trustee-at-Large for a five year term beginning October 1, 2014 through October 1, 2019. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**Public Hearing, Ordinance No. 3251, Annexation of Property.** Motion by Councilmember Coffin, seconded by Vice Mayor Wood moved approval of Ordinance No. 3251 for the consensual annexation of property located in the Southeast Quarter of the Northeast Quarter of Section 10, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, into the City of Guthrie, city limits. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**Ordinance No. 3250, Fireworks.** Motion by Vice Mayor Wood, seconded by Councilmember Coffin moved approval of Ordinance No. 3250 restricting the use of fireworks inside city limits to residential property owners of five (5) acres or more. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**Emergency Clause.** Motion by Councilmember Coffin, seconded by Councilmember Taylor, moved approval of Section 4 of Ordinance No. 3250 declaring an emergency and the immediate passage of this Ordinance. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**Ordinance No. 3252, Tobacco and Electronic Cigarettes.** Motion by Councilmember Coffin, seconded by Councilmember Taylor, moved approval of Ordinance No. 3252, banning tobacco and electronic cigarettes on public property. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**One appointment to the Guthrie Park Board.** Motion by Councilmember Taylor, seconded by Councilmember Padgett, moved approval of Mary Beth Craven to the Guthrie Park Board for a two-year term expiring June 7, 2016. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**Two appointments to the Citizens Rate and Fee Advisory Committee.** Motion by Councilmember Taylor, seconded by Vice Mayor Wood, moved to table this item to June 17, 2014. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**Neighborhood Solutions use of the Armory facility.** Motion by Councilmember Padgett, seconded by Councilmember Taylor, moved approval of the agreement between the City of Guthrie and Neighborhood Solutions for use of a portion of the Armory facility. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**Ordinance No. 3254, amending existing sales tax ordinances, levying and assessing a sales tax of one (1%) in addition to the present taxes levied and declaring an emergency.** Motion by Councilmember Padgett, seconded by Councilmember Taylor, moved approval of Ordinance No. 3254 amending existing sales tax ordinances and levying and assessing a sales tax of one percent (1%) in addition to the present City, County, and State excise taxes levied and assessed upon the gross proceeds or gross receipts derived from all sales to any person taxable under the sales tax laws of Oklahoma; providing for the purpose; earmarking the same to be expended only for the following purposes: providing competitive compensation and benefits for fire personnel subject to collective bargaining agreement with the City of Guthrie, additional firefighter personnel, and firefighting related equipment; providing competitive compensation and benefits for police personnel subject to collective bargaining agreement with the City of Guthrie, additional police personnel, and police related equipment; providing competitive compensation and benefits for all other full-time employees, additional full-time employees, and equipment; also providing for capital improvements; providing for effective and operative dates and providing for repealer and severability. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**Emergency Clause.** Motion by Councilmember Coffin, seconded by Councilmember Taylor, moved approval of Section 12 of Ordinance No. 3250 declaring an emergency and the immediate passage of this Ordinance. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**Resolution No. 2014-08, calling and holding of a special election.** Motion by Councilmember Taylor, seconded by Councilmember Padgett, moved approval of calling and holding of a special election in the City of Guthrie, Logan County, State of Oklahoma for the purpose of submitting to the registered, qualified voters of said City the question of the levying of an additional one percent (1%) sales tax in addition to any and all other sales tax now in force, pursuant to Ordinance Number 3254; said sales tax to be known as the City of Guthrie Public Employees and Capital Improvements Sales Tax Ordinance of 2014. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**City Manager's Report.** City Manager Breland thanked the Citizens Rate and Fee Advisory Committee, Courtney Thompson with Healthy Community, and Joe Burkett with Neighborhood Solutions for their hard work and community support. Also, stated that staff is working on solutions to address the pond at Mineral Wells Park.

**Requests/comments from members of the City Council.** Updated the community on events happening in Guthrie.

**Adjourn.** There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 7:27 p.m.

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Kim Biggs, City Clerk

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Mark Spradlin, Mayor

MINUTES

SPECIAL CITY COUNCIL MEETING

June 10, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, June 6, 2014, before 5:00 p.m. and held June 10, 2014, in the Guthrie City Council Chambers.

Mayor Mark Spradlin called the meeting to order at 6:03 p.m.

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

Members Absent:     Trey Ayers             John Wood

Staff Present:         Sereniah Breland     Kim Biggs             Randel Shadid

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

**Public Comments.** Ms. Evelyn Nephew stated that she would save her comments for the Parks Board meeting.

**Sell of real property at 323 South 2<sup>nd</sup> Street, Guthrie, Oklahoma.** The final Estimate of Market value as of June 7, 2014 is \$24,928.27 rounded down to \$24,500.00. Motion by Councilmember Thomas, seconded by Councilmember Padgett, moved to have the Guthrie Parks Board consider this item at their July 2014 meeting for a recommendation to the City Council at a later date. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Spradlin declared the motion carried unanimously.

**Ordinance No. 3255.** No action.

**Resolution No. 2014-09.** No action.

**Adjournment.** There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:06 p.m.

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Kim Biggs, City Clerk

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Mark Spradlin, Mayor



Agenda Item Cover Letter

Meeting

x City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Cynthia O, Director of
Library Services

Agenda Item

Consider acceptance of a grant in the amount of \$925.96 from the Oklahoma Humanities Council for the purpose of conducting a "Let's Talk About It, Oklahoma!" program at the Guthrie Public Library and authorize Library Staff to sign the corresponding agreement.

Summary

This grant from the Oklahoma Humanities Council is available to public libraries in Oklahoma to present a reading and discussion program. Through the grant, the Oklahoma Humanities Council will provide multiple copies of the books for participants to borrow and will pay a stipend to each of the four scholars who are scheduled to lead the book discussions. The theme chosen for this series is "Crime and Punishment," which will run one Monday per month from August through November.

Funding Expected Revenue Expenditure x N/A
Budgeted Yes x No N/A
Account Number LIB 30-30-06-6541 Amount \$925.96
Legal Review x N/A Required Completed Date:

Supporting documents attached

- Y14.070 Agreement.pdf (Grant Agreement for "Let's Talk About It, Oklahoma!")

Recommendation

Authorize Library Staff to sign the grant agreement and accept grant funds from the Oklahoma Humanities Council to conduct the program, "Let's Talk About It, Oklahoma!"

Action Needed Public Hearing x Motion Emergency Clause



## **AGREEMENT**

### **Let's Talk About It, Oklahoma**

THIS AGREEMENT STIPULATES CONDITIONS APPLYING TO THE FOLLOWING GRANT MADE BY THE OKLAHOMA HUMANITIES COUNCIL UNDER ITS GRANT FROM THE NATIONAL ENDOWMENT FOR THE HUMANITIES:

PROJECT NO: Y14.070

GRANTEE: City of Guthrie (Guthrie Public Library)

TITLE OF PROJECT: Crime and Punishment

OUTRIGHT GRANT FUNDS AWARDED: \$925.96

LOCAL COST-SHARE: \$1,124.80

PERIOD OF GRANT: 05/08/2014 - 11/30/2014

LETTER OFFERING GRANT DATED: 05/08/2014

DATE OF THIS AGREEMENT: 05/08/2014

#### **A. AUTHORIZATION OF GRANT**

The Oklahoma Humanities Council (OHC) is authorized by the National Endowment of the Humanities (NEH) to make grants to private nonprofit organizations; institutions of higher education; state, local, and federally recognized Indian tribal governments; institutions of the federal government; and groups of persons that form an association to carry out a project. These organizations and groups must be constituted for nonprofit purposes and it is not necessary that such organizations or groups be incorporated or have tax-exempt status. By accepting this grant, the recipient warrants itself to be qualified under the above definition. It is the responsibility of the grantee to promptly notify the Oklahoma Humanities Council (OHC) of any change from this status.

B. DEFINITION AND SCOPE OF PROJECT

Acceptance of this award creates a legal duty on the part of the grantee to use the funds exclusively for the purpose of carrying out the humanities project as described in the grantee's application with any modifications or conditions stated by the OHC in its letter offering the grant award. The grantee agrees to comply fully with the terms and provisions of this agreement and the grant award letter.

C. RELATIONSHIP OF GRANTEE TO OHC

The grantee is not an agent of the OHC, but is an independent contractor. The grantee shall have no authority to bind the OHC to any agreement. The grantee shall indemnify and hold OHC harmless from any and all claims by third persons arising from the acts or omissions of the grantee. The grantee may not, without prior approval, represent any grant activity as being carried out by or for the OHC, the NEH, or the federal government.

D. LIMITATIONS ON THE USE OF GRANT FUNDS

1. Grant funds must be obligated during the grant period. Payment of all outstanding commitments made by Grantee shall be made no later than ninety (90) days following the termination date of the grant.

2. Grantee must submit proposed grant revisions specified below in writing **before they are incurred**, for approval by OHC:

Program Changes: all changes in the scope or the objectives of the project, the project director, or the duration of the project; prior approval is required before the grantee may subcontract or transfer substantive project work.

Budget Changes:

a) Changes that involve the addition or deletion of substantial budget items, the inclusion of costs that were specifically disallowed by the terms of the grant award, the transfer of funds allotted for training purposes (for example, participant stipends and fellowship awards), and the transfer of funds that were budgeted for direct costs to absorb increases in indirect cost type items.

b) The transfer of funds among direct costs categories when the effect is to change the scope or objectives of the project.

3. The Grantee shall refund to the OHC all sums paid under the grant which are found not allowable under terms of the Cost Principles (section E), and all funds received from the OHC which remain uncommitted at the completion of the grant.

E. COST PRINCIPLES

1. No funds from this grant will be used to pay the costs of entertainment, amusement or social activities.

2. Necessary travel expenses will be allowed at the current IRS allowable rate.

F. GRANT ACCOUNTING AND REPORTS

1. The grantee must maintain records that adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to obligations, unobligated balances, assets, liabilities, expenditures and income. For sponsoring organizations that do not have a double-entry accounting system in place, the OHC will provide upon request a check-log form with instructions, which when utilized by the grantee will satisfy this requirement.
2. The grantee shall retain financial records and documentation of disbursements and matching funds, including organizational resources, cash, and cost-share services, for three (3) years following the submission of the final financial report for a grant and will furnish the OHC, upon request, with reasonable proof of the value of cost-share contributions. A sample form to facilitate documentation of cost-share contributions is included in the LTAIO grantee packet.
3. During the period of the grant and for three (3) years thereafter, the grantee shall provide access to the OHC or its designated representatives to its books, records and accounts relating to the grant.
4. Grantees shall have ninety (90) days from the completion date of the grant period to submit the above mentioned Final Financial and Evaluation reports.

G. ACKNOWLEDGMENT OF GRANT SUPPORT

1. **The Grantee shall include and agrees to include the following statement in all publicity and printed materials:**

**"BOOKS, SERVICES, AND OTHER MATERIALS FOR THIS SERIES ARE PROVIDED BY LET'S TALK ABOUT IT, OKLAHOMA, A PROJECT OF THE OKLAHOMA HUMANITIES COUNCIL WITH FUNDING FROM THE NATIONAL ENDOWMENT FOR THE HUMANITIES. FUNDING FOR THIS SERIES WAS PROVIDED BY GRANTS FROM THE INASMUCH FOUNDATION AND KIRKPATRICK FAMILY FUND. ANY VIEWS, FINDINGS, CONCLUSIONS, OR RECOMMENDATIONS EXPRESSED IN THESE PROGRAMS DO NOT NECESSARILY REPRESENT THOSE OF OHC OR NEH."**

2. The Grantee shall inform all participants paid with grant funds that their fees/honoraria are made possible by a grant from the OHC and the NEH, and that the NEH is an independent agency under the Executive Branch of the Federal Government.
3. The grantee agrees to include in each program the acknowledgment that this is a humanities program provided by the Oklahoma Humanities Council with funding from the National Endowment for the Humanities.

#### H. PUBLICATIONS

The grantee may publish, without charge to grant funds, the results of grant activity provided that such publications (written, visual, or audio) contain the acknowledgments of OHC grant funds.

#### I. COPYRIGHT

Grantee does hereby assign and convey to the OHC and the NEH or their assigns, the right to unlimited use and reproduction of all materials of every nature, including copyrighted matter, which shall or may be produced by reason of the project funded by the OHC grant award.

#### J. CIVIL RIGHTS

The grantee agrees that no person shall be denied full participation in any aspect of this project on the grounds of race, color, sex, age, national origin, creed, political affiliation or opinion, sexual orientation, veteran's status, or disabilities.

#### K. TERMINATION OF GRANTS

1. If, in OHC's judgment, the grantee is not in full compliance with the terms and conditions of this grant, it may at its discretion, after consultation with the grantee, terminate on 30 days written notice, the grant, in whole or in part.
2. Such termination may affect any commitment which, in the judgment of OHC, had been obligated prior to the effective date of termination. The grantee agrees to furnish OHC within 60 days of the date of termination an itemized accounting of funds expended, obligated and remaining under the grant. The grantee also agrees to remit within 30 days of the receipt of a written request any amount found due.
3. A grantee which has received a notice of termination may request from OHC a review of the termination action. The request must be postmarked no later than thirty (30) days after the date of the termination notice and should be addressed to the executive director, Oklahoma Humanities Council, 428 W. California, Suite 270, Oklahoma City, OK 73102. The request must contain a full statement of the grantee's position and the pertinent facts and reasons that support such a position. The executive director will promptly acknowledge the request for review and will notify the Council's executive committee to review and resolve the issue. Pending such resolution, the notice of termination will remain in effect.
4. The OHC staff will not participate in the decision of the executive committee. The executive committee will have full access to all relevant OHC and program materials and may request additional information from the grantee and from OHC staff. The executive committee may meet with representatives of both groups to discuss the pertinent issues. All review activities will be documented by the executive committee. Based on its review, the executive committee will advise the parties concerned of its decision.

L. EVALUATION

The grantee must render to OHC upon request reports in such form and containing such information as the OHC shall direct. Included will be an evaluation of the project on a form to the provided by OHC.

M. AUTHORIZED SIGNATURES

The grantee stipulates that the signatures below include those of officials authorized to commit grantee to the terms of this agreement, and that the officials have read and agreed to the terms of this agreement, the OHC Guidelines, and the grant award letter.

OKLAHOMA HUMANITIES COUNCIL

By: Ann Thompson Date: 5/8/2014  
Ann Thompson, Executive Director

City of Guthrie (Guthrie Public Library)  
*Grantee*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cynthia O, Authorizing Official

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cynthia O, Project Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Candy Ford, Fiscal Agent



Agenda Item Cover Letter

Meeting

x City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Cynthia O, Director of
Library Services

Agenda Item

Consider accepting a grant in the amount of \$916.79 from the Oklahoma Department of Libraries for the purpose of purchasing Lego classroom packs and conducting Science, Technology, Engineering and Math (STEM) programs for children in the library.

Summary

This grant from the Oklahoma Department of Libraries was made available to public libraries in Oklahoma to facilitate STEM programming. STEM programs integrate several academic disciplines to enhance learning and information synthesis and encourage youth to explore careers in science, technology, engineering and math. Lego programs, in particular, provide the opportunity for youth to learn kinesthetically while developing their spatial reasoning and design skills as well as their creativity and imagination. With the grant funds, library staff will purchase Lego classroom packs and conduct programs for children in the library.

Funding Expected Revenue Expenditure x N/A
Budgeted Yes x No N/A
Account Number LIB 30-30-06-6541 Amount \$916.79
Legal Review x N/A Required Completed Date:

Supporting documents attached

- Guthrie Lego STEM Grant.pdf

Recommendation

Accept grant funds from the Oklahoma Department of Libraries to purchase Lego classroom packs and conduct STEM programs.

Action Needed Public Hearing X Motion Emergency Clause

## CONTRACT

**THIS CONTRACT** made and entered into this 12<sup>th</sup> day of May, 2014, by and between the **Oklahoma Department of Libraries**, hereinafter referred to as the **Department**, and Guthrie Public Library, hereinafter referred to as the **Library**.

**WHEREAS**, The Department, in partnership with introducing and providing STEM (Science, Technology, Engineering and Math) summer reading program using LEGO Classroom Packs;

**NOW THEREFORE**, the Department will contract with the library to provide funds to purchase *LEGO DUPLO Create and Play Center Pack*, and *Simple Machines Classroom Pack* for 16 students for \$864.90, including the cost of ground shipping, \$51.89. A total of \$916.79 will be funded.

### 1. Project Actions

The **Library** agrees to:

- Purchase LEGO Classroom Packs before September 1, 2014.
- Provide summer reading programs using the LEGO Classroom Packs.
- Provide feedback to the Department as required, including press release, marketing and/or promotion with no more than two (2) pictures;
- Include ODL and IMLS as sponsors on all marketing and promotion materials.
- Submit the number of programs and attendance using the LEGO Classroom Packs.
- If requested to present at minimum a half-day workshop in their region.
- Give a short survey to parents and partners about the program; surveys provided by ODL.
- To administer the grant project in accordance with the provision of the Library Services and Technology Act, 20 USC 1921, and with the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments of the National Foundation on the Arts and Humanities, 45 CFR 11813.
- To retain all financial and supporting documents, statistical records and other records pertinent to this grant for a period of five (5) years. (April 2014-September 2019).
- To comply with the terms and conditions of the contract and acknowledge that failure to comply can result in grant suspension for one year. Suspension will be effective thirty (30) days after receipt of written notification from the Receiving Agency, during which time the Library may appeal the suspension to the State Librarians.

**2. Project Funds**

In consideration of the satisfactory application, the **Department** agrees to pay the Library **Nine Hundred Sixteen dollars and Seventy-Nine cents (\$916.79)** to purchase *LEGO DUPLO Create and Play Center Pack, and Simple Machines Classroom Pack* for 16 students.

**3. Project Timeline and Payment Claim**

- It is agreed between the parties that this Contract is effective for the period of **May 12, 2014**. The programs must be completed by **September 1, 2014**, with all reports submitted to the Department by **September 30, 2014**.

**LIBRARY**

*[Signature]*  
Librarian

20 MAY 2014  
Date

**OKLAHOMA DEPARTMENT of LIBRARIES**

*[Signature]*  
Susan C. McVey, Director

5/22/2014  
Date

**FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES: ASSURANCES**

1. Lead Officer aware of this obligation *[Signature]* Date: May 13, 2014

2. LSTA Officer *[Signature]* Date: May 15, 2014

3. Fund 400-13 ob sub 2550401 is encumbered for this contract.

Business Manager *[Signature]* Date: 5/15/14

## TERMS AND CONDITIONS

*It is understood that participation in this grant involves an agreement to accept and adhere to the following regulations and conditions:*

The LIBRARY and the city of GUTHRIE will fulfill the grant described in the application, which was approved by the recipients governing body. In fulfilling this grant the Library and/or its governing body shall follow all state and local laws, rules, regulations, standards, and procedures required subject to Federal statutes, and regulations including, but not limited to, those enumerated in this Compliance and Assurances.

### Equal Employment Act, Civil Rights Act, Equal Pay Act, Age Discrimination and Disability Act

The Library and City ensures equal employment, equal opportunities, regardless of race, color, creed, national origin, sex, or handicap, in compliance with the Education Amendments of 1972, 1974, and 1976, Title IX; Title VI of the Civil Rights Act of 1964; the Equal Pay Act; U. S. Executive Order 11246; the Age Discrimination Act and Section 504 of the Rehabilitation Act of 1973 as amended.

### Hatch Act

The Library and City will comply with the provisions of the hatch Act (5 U.S.C. sec. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal Funds.

### *Drug-free Workplace*

Maintenance of a drug free workplace is the responsibility of the grant Library and its governing body. All employees are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in or on workplace facilities or property. It is the policy of the Library and/or its governing body that employees who use or possess illegal drugs in the workplace will be subject to disciplinary action up to and including termination.

### *Children's Internet Protection Act*

In order to receive LSTA federal funds, the Library must comply with CIPA in having an Internet safety policy that includes technology protection measures. The protection measures must block or filter Internet access to pictures that are: (a) obscene; (b) child pornography; or (c) harmful to minors (for computers that are accessed by minors). Before adopting this Internet safety policy, schools and libraries must provide reasonable notice and hold at least one public hearing or meeting to address the proposal.

### Procurement

The Library and City will follow established procurement procedures which reflect applicable local, state and federal laws and regulations. The Library will comply with a code of conduct requiring that the Library's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors nor will they be in conflict of interest on any procurement.

When using a competitive bid process, the library and city will maintain records sufficient to detail, at minimum, the rationale for the method of procurement, selection or rejection of contractor, and for the contract price for items or services procured for the purpose of this grant. No contracts may be entered into with any party which is

debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." The library shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible for items or services procured for the purpose of this grant.

#### *Grant Funds Expenditures*

Federal funds for the purchase of materials as part of a grant are to be used specifically for instituting new services or to supplement present services as required by the project. Such funds are not to be used as a substitute for local funding.

#### *Form of Payment*

The Oklahoma Department of Libraries' allocation of Federal funds is paid out upon submission of paid receipts through completion of a Financial Report issued by the Lead Officer. Payment will be made to the library, city or town treasurer or the approved fiscal agent.

#### *Grant Amount Payment*

The Federal share of the costs purchased under this grant may not exceed the amount granted unless such expenses have been approved by the Lead Officer. Applicable cost principles can be found in OMB Circulars A-87, A-102, and A-133.

#### *Equipment*

Equipment secured by this grant shall be used for the purposes of the project for the duration of the project. After Federal funding terminates, equipment being used less than full time shall be made available for use in other grantee library projects and programs.

#### *Interest Income*

In the event that interest or other investment income is earned on advances of Federal funds, it shall be remitted to the Federal or state government. The following will be considered debts owed to the Federal government:

- a. Any excess grant funds
- b. Any royalties or other program income that exceeds costs incident to its generation
- c. Any amounts resulting from disposition of equipment acquired with grant funds and not used as a trade-in or offset to the cost of its replacement
- d. Any other amounts finally determined to be due from an audit conducted by local, state, or Federal authorities or others so appointed.

#### *Accounting and Record Keeping*

The Library and City will separately account for all funds expended for the project. The Library will keep records of the last progress report with final expenditures after all other pending matters are closed, readily available for FIVE years. Accounting records maintained by the city or town treasurer or fiscal agent shall be supported by source documentation such as canceled checks, paid bills, payrolls, time and attendance records, contracts, etc. A copy of all invoices paid shall be kept in the Library. The invoices must be marked with the check or warrant number for identification. For projects that require matching local funds, documentation that the match was met shall be kept in the Library and readily available for the same period of time as above.

### *Federal or State Monitoring*

The Federal grantor agency, the Comptroller General of the U.S. or other duly authorized representative, the Governor and the State Auditor or their designees shall have the right at reasonable notice to examine the books, records and other compilations of data of the Library which pertain to the performance of the provisions and requirements of this Agreement per 45 CFR 1183.36 and Executive Order 195 of April 27, 1981.

### *Audits*

Audits must be conducted and are the responsibility of the grant recipient and its local government in accordance with the Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996 (P.L. 104-156) which apply to all States, local governments and non-profit organizations expending Federal awards and the regulations for this program (45 CFR 1183.26).

External or internal audits shall be made in accordance with generally accepted government auditing standards, issued by the Comptroller General of the United States, which are applicable to financial audits. Local governments, as defined in the Single Audit Act, must meet this audit requirement if total Federal financial assistance to the municipality, from all sources, in a fiscal year exceeds \$500,000. The municipality's audit for the fiscal years during which this grant takes place is usually acceptable for meeting this requirement.

### *Oklahoma Department of Libraries Monitoring*

The Oklahoma Department of Libraries may conduct on-site or off-site monitoring reviews of the Project during the term of this grant agreement and up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- a. Whether project activities are consistent with those set forth in the grant contract and the grant application;
- b. The actual expenditure of state, local and/or private funds expended to date on the project is in conformity with the amounts for each budget line item and that unpaid costs have been properly accrued;
- c. That grantee is making timely progress with the project, and that its project management, financial management and control systems, procurement requirements set for the in the grant contract and these terms and conditions{**Compliance/Assurance**} are fully and accurately reflected in project reports submitted to the State;
- d. That grantee is retaining a copy of all informational materials, survey, video tape, and advertising in an organized fashion which could be retained and viewed for a five year period

### *Acknowledgements*

Any publication or presentation resulting from this grant must contain the following acknowledgement:

- a. "The activity which is the subject of this report was supported in whole or in part by the Institute of Museum and Library Services. However, the opinions expressed by a grant supported outside agent do not necessarily reflect the position or policy of the library or IMLS and no official endorsement by those entities should be inferred."
- b. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal government purposes, the copyright in any work developed as a part of this grant.

*Advertisements*

The library will acknowledge, according to regulations, Federal funding in all printed materials, newspaper coverage and interviews, program notes, catalogs, annual reports and other publicity pertaining to the project. In all cases, one of the following phrases must be used:

- a. "This project is being funded through the Oklahoma Department of Libraries with funds from Library Services and Technology (LSTA), a Federal source of library funding provided by the Institute of Museum and Library Services."

OR

- b. "Financial assistance for this special project is made possible with Federal funds from the Institute of Museum and Library Services administered through the Oklahoma Department of Libraries."

*Record Retention*

The library will retain for five years a minimum of one copy of any publication, informational materials, survey, videotape, film, union list, or other such materials produced as a result of this LSTA project.

*Future Eligibility*

In order to maintain eligibility for future grants, the library will submit a final narrative and financial report to this agency, following the format and due date provided with this contract. The library will retain copies of both reports submitted. All copies will be retained for five years.

*Grant Close-out*

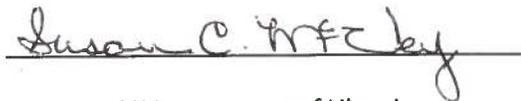
Close-out of the grant does not affect regulations concerning retention of all programmatic and financial records (45 CFR 1183.42), recovery of disallowed expenditures resulting from an audit, and equipment responsibilities.

*Suspension or Termination*

This agreement may be suspended or terminated upon the recommendation of the Lead Officer and the approval of the Director of the Oklahoma Department of Libraries if there is failure to comply materially with the terms of the grant. New obligations incurred during any period of suspension will not be allowed unless specifically authorized by the Lead Officer. New obligations shall not be incurred after the date of termination.



Library Director



Director, OK Department of Libraries

20 MAY 2014

Date

5/22/2014

Date



Agenda Item Cover Letter

Meeting

x City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Cynthia O, Director of
Library Services

Agenda Item

Consider approving the Library Board recommendation to implement the LeapPad2 Explorer Lending Policy.

Summary

In order to provide children with opportunities to engage with mobile technology-based learning tools and develop strong technology literacy skills, Guthrie Public Library acquired five (5) LeapPad2 Explorer digital learning systems. These tools will be available for children to use inside the library with the supervision and involvement of the parent(s) or legal guardian(s). A piece of photo identification will be held as collateral while the devices are checked out, and the identification will be returned upon confirmation that the device is returned and undamaged. This method of check-out was previously approved by City Council and is in effect with the current laptop lending policy.

Funding Expected Revenue Expenditure x N/A
Budgeted Yes No x N/A
Account Number [00-00-00-0000] Amount
Legal Review x N/A Required Completed Date:

Supporting documents attached

- LeapPad2 Explorer Lending Policy.pdf

Recommendation

Approve and implement the LeapPad2 Explorer Lending Policy.

Action Needed Public Hearing X Motion Emergency Clause

**Guthrie Public Library  
LeapPad2 Explorer Lending Policy**

The Guthrie Public Library makes LeapPad 2 Explorers available to patrons to learn and play with their children. LeapPad2 Explorers are provided according to availability and are intended for use with parental supervision.

1. LeapPad 2 Explorers are available for **in-library** use only by library patrons and their children.
2. Patrons must present their library card and photo ID to library staff at the time of checkout. The address on the library record must be current. The patron's photo ID will be held at the desk until the equipment is returned and inspected. Only one LeapPad 2 Explorer may be checked out per library card. **NO EXCEPTIONS TO THIS RULE!**
3. The LeapPad 2 Explorer is loaned in 30 minute increments for up to 1 hour per patron daily.
4. Parents or legal guardians must monitor their child when they use the LeapPad2 Explorer.
5. LeapPad 2 Explorers must be returned to the main desk in person at least 30 minutes before closing. Patrons are advised to wait until the condition of the LeapPad 2 Explorer is verified by a library staff member. Upon verification, the photo ID will be returned.
6. Each LeapPad 2 Explorer is equipped with operating software and standard applications. Audio or video files must be played using headphones.
7. No additional software may be downloaded or installed on the LeapPad 2 Explorers, nor changes made to their system configurations.
8. Very limited technical support is available through library personnel. Patrons confirm that they have basic familiarity and comfort with the LeapPad 2 Explorer and the software they will be using.
9. Any loss or damage of the LeapPad 2 Explorer must be reported immediately. Patrons must not attempt to fix problems on LeapPad2 Explorers.
10. Under no circumstances should a patron leave a LeapPad 2 Explorer unattended. LeapPad 2 Explorers can be taken to staff to be held if the patron needs to use the restroom. The patron assumes full responsibility for the cost of repair or replacement in the event the LeapPad 2 Explorer is lost, stolen, or damaged.
11. When all LeapPad 2 Explorers are checked out, patrons can request in person to be placed on a waiting list. Patrons must be present within 10 minutes when a LeapPad 2 Explorer becomes available or the LeapPad 2 Explorer will be checked out to another patron.
12. Violation of any of the above conditions may result in suspension of LeapPad 2 Explorer borrowing privileges as determined by the Library Director.

Related documents:

Revised Library Computer Policy

**GUTHRIE PUBLIC LIBRARY**

**LeapPad 2 Explorer BORROWING AGREEMENT AND GUIDELINES**

\_\_\_\_\_ 1. By signing for this equipment, I acknowledge that it is fully functioning, undamaged, and that all parts are intact. **I have inspected each piece of equipment and pointed out any problems to library staff at this time. I understand that if any of the equipment is not inspected at the time of checkout, I am responsible for all missing or damaged parts upon return.**

\_\_\_\_\_ 2. **I understand that the LeapPad 2 Explorer is my responsibility while it is checked out to me.** I will take all reasonable precautions to protect it. If others use it while it is checked out to me and damage or loss occurs, **I understand that I will be held financially responsible for any loss, damage, or criminal acts that may occur.** I understand that under no circumstances should the LeapPad 2 Explorer be left unattended; the library reserves the right to discontinue LeapPad 2 Explorer checkout privileges.

\_\_\_\_\_ 3. I will not tamper with the LeapPad 2 Explorer and accessories, or attach any equipment not meant for use with the LeapPad 2 Explorer. Anything I save to the LeapPad 2 Explorer will be erased when I return it.

\_\_\_\_\_ 4. **I will return all equipment to staff at the circulation desk.**

\_\_\_\_\_5. I agree that failure to comply with any of these rules and guidelines will result in the loss of borrowing privileges.

\_\_\_\_\_6. I understand that I am responsible for any/all fees incurred.

**Guidelines:**

1. Do not leave the LeapPad 2 Explorer unattended or exposed to extreme heat or cold.
2. Do not place heavy materials on the LeapPad 2 Explorer, as this can damage the screen.
3. No food or drinks allowed while using the LeapPad 2 Explorer.
5. In the event of damaged equipment, library staff will determine if damage is the result of normal wear and tear. Do not attempt repairs, adjustments, or alterations of any kind.

I have read, understand, and will comply with all of the lending Agreement and Guidelines.

Date\_\_\_\_\_ Library Card #\_\_\_\_\_

Borrower Printed Name\_\_\_\_\_

Photo ID card (type and number)\_\_\_\_\_

Borrower Signature\_\_\_\_\_

**LeapPad 2 Explorer Damage Rates**

<i>Replacement due to loss or damage (including failure to return the LeapPad 2 Explorer):</i>	<i>Current replacement costs</i>
Damage to device (includes any scratches or marks on any part of the LeapPad 2 Explorer, or any other malicious damage):	\$95 minimum charge or actual repair cost
Damage or loss of LeapPad Explorer Ultra eBook: Fairy Tales:	\$17 minimum charge or actual repair cost
Damage or loss of LeapPad Explorer Ultra eBook: Adventure Stories:	\$19 minimum charge or actual repair cost
Damage or loss of iEssentials IE-MB-BOOGIE Creature Ear Buds (includes interchangeable ear buds and black carrying bag):	\$5 minimum charge or actual repair cost



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Justin Heid,
Airport Manager

Agenda Item

Consider approval of the Joint City 5 Year Airport Agreement for the period beginning July 1, 2014 and ending June 30, 2019.

Summary

The cities of Guthrie and Edmond entered into an agreement to jointly operate the airport in 2004. This agreement is reevaluated every five years, and has since been previously agreed upon in 2009, with an additional amendment concerning board member assignments in 2012. The agreement is a reimbursable agreement in which each city pays 50% of the Operating and Capital Improvement Projects at the airport. Items amended in the proposed agreement from the previous agreements include:

- 1. Removal of future project: "Precision Approach System" per state agency guidance.
2. References to revenue directed to the airport in accordance to FAA Grant Assurances.
3. Financial wording from the 2012 amendment moved from section 8 to section 7
4. A three year term limit, not to be started retroactively, for board member terms.
5. Addition: "The Board shall have the power to plan, acquire, establish, operate, develop and protect the airport facility, subject to the City of Guthrie's and the City of Edmond's approval." from 2004, excluding the word "police" from the original.

The Joint City Agreement is looked upon favorably by the Federal Aviation Association and the Oklahoma Aeronautics Commission, and has been a benefit to the airport in development and growth.

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

Supporting documents attached

- 2014 Joint City 5 Year Agreement

Recommendation

Approve the Joint City Agreement for the Guthrie-Edmond Regional Airport

Action Needed Public Hearing X Motion Emergency Clause

**AGREEMENT RENEWAL BETWEEN THE CITY OF GUTHRIE,  
OKLAHOMA AND THE CITY OF EDMOND, OKLAHOMA  
FOR THE GUTHRIE-EDMOND REGIONAL AIRPORT**

THIS AGREEMENT is entered into as hereafter set forth by and between The City of Guthrie, Oklahoma, a municipal corporation, organized and existing under its Charter and the laws of the State of Oklahoma (hereinafter also referred to as “Guthrie”) and The City of Edmond, Oklahoma, a municipal corporation, organized and existing under its Charter and the laws of the State of Oklahoma (hereinafter also referred to as “Edmond”).

WHEREAS Oklahoma law, 3 O.S. (1995 Supp.) Section 65.1, et seq. codifies the Municipal Airport Act of 1947, authorizes municipalities to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police airports and air navigation facilities, either within or without the territorial limits of the municipality; and

WHEREAS, Oklahoma law, 3 O.S. (1995 Supp.) Section 65.1 specifically authorizes municipalities to enter into agreements with each other for joint operation of a municipal airport and air navigation facilities; and

WHEREAS, Guthrie and Edmond initially entered into an Agreement effective July 1, 2004 through June 30, 2009, and renewed that Agreement effective July 1, 2009 through June 30, 2014, and now desire to renew said Agreement to allow for the continued joint operation and development and expansion of the Guthrie airport, subject to the amended terms as set out herein.

NOW, THEREFORE, BE IT RESOLVED, the parties agree to the following provisions:

### **DURATION**

1. This agreement entered into by and between The City of Guthrie Oklahoma and The City of Edmond, Oklahoma effective on the 1<sup>st</sup> day of July, 2009 and continuing until June, 30, 2014, shall be renewed for an additional five year term from July 1, 2014 until June 30, 2019 and may be renewed for successive five year terms upon the mutual written agreement of both parties.

### **TERMINATION**

2. This Agreement may be terminated prior to the expiration of the five (5) year term by either party without cause at least ninety (90) days prior to the beginning of each city fiscal year.

### **PURPOSE**

3. The purpose of this renewal Agreement is to permit Guthrie and Edmond to continue to work cooperatively to jointly operate and to facilitate expansion and development to the Guthrie airport. The parties agree that the growth and success of the airport is a vital element for the continued vitality and economic growth of both municipalities. Further, that citizens from both Guthrie and Edmond own aircraft that operate currently from the airport and the continuation of this agreement will allow for increased usage by Edmond citizens. The operation of the airport is expressly declared as a public purpose and proper municipal function for both Guthrie and Edmond.

4. The parties acknowledge that the Guthrie Municipal Airport has been renamed to the Guthrie-Edmond Regional Airport.
5. The airport will continue to be owned and maintained by Guthrie until such time as the parties would mutually agree to a change in ownership.
6. The airport, pursuant to its Long Range Plan, has current plans for the expansion of its facilities, which include runway and taxiway extensions, land acquisition, and other capital improvements. The airport currently has existing agreements for airport operations, hangar ground leases agreements and fuel sales, which provide revenue to the airport.
7. That Guthrie has previously received governmental grants that have allowed for the operations and improvements to the airport and that to enable that continued expansion and improvement of the airport, additional governmental grants have been applied for and are pending completion. Edmond has also previously provided financial assistance in the amount of \$300,000 as the local matching share for capital improvements. Both parties agree to share in the costs of capital improvements to the airport. Each city will be responsible for providing funds for the maintenance, operation and capital improvements of the airport, and will share in the revenue, in any resulting from the operation of the airport. All revenue received will remain at the airport, per the FAA grant assurances.
8. The parties agree to reestablish the Guthrie-Edmond Regional Airport Advisory Board (Board) which will consist of seven members, three members appointed

by the Edmond City Council and four members appointed by the Guthrie City Council, two of said Guthrie members from within the corporate city limits of the City of Guthrie, Oklahoma and the other two either from the corporate city limits of City of Guthrie, Oklahoma or the unincorporated portion of Logan County, Oklahoma. The members will serve three year terms with a three term limit, and do not need to be residents of the cities from which they are appointed and serve without compensation. No member of the Board shall have a direct interest in the airport or in any entity located at the airport, or its hangars, except that this section shall not prohibit an airplane owner who houses their plane at the airport or an employee who works for the owner of a business or hangar located at the airport from being on the Board. An owner of a hangar or lessee of a hangar is allowed to serve on the Board but is specifically prohibited from voting on any hangar related economic or proprietary issues. The Board shall have power to make recommendations to the respective city councils regarding the planning, operations and development of the airport facility. The Board shall have the power to plan, acquire, establish, operate, develop and protect the airport facility, subject to the City of Guthrie's and the City of Edmond's approval. The total expenditures to be made by the Board for any purpose in any fiscal year shall be determined by budget approved by the city councils of Guthrie and Edmond and without such approval, this agreement will terminate. Any resolutions, rules, regulations or orders of the Board shall become effective only upon the approval of the city councils of Guthrie and

Edmond. The Board may not acquire or dispose of airport property, real or personal, enter into contracts, leases or other agreements without the consent of the city councils of Guthrie and Edmond. The Board shall have no employees, but will be assisted by the airport manager who will be an employee of the City of Guthrie and serve under the direction of the City Manger. The City Attorney for the City of Guthrie shall serve as legal counsel for the Board.

**NOT ASSIGN**

9. This Agreement is not assignable except upon the prior written consent of all parties hereto.

**NO THIRD PARTY BENEFICIARIES**

10. It is not the intent of this Agreement to create any rights in any third parties.

**EQUIPMENT/PERSONNEL**

11. All equipment used by Guthrie and Edmond in carrying out this Agreement will, at the time of the action hereunder, be owned by or under the jurisdiction of each City, respectively; and all personnel acting for Guthrie and Edmond under this Agreement will, at the time of such action, be an employee or agent of their respective City.

**AMENDMENT**

12. This Agreement may not be amended except by express written agreement of all parties hereto.

**CAPTIONS**

13. The captions, titles, and headings contained herein are for convenience of reference only.

#### **INTERPRETATION**

14. When any word in the Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

#### **PRESERVATION OF DEFENSE AND RIGHT**

15. Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. §151, et seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.

#### **WHOLE AGREEMENT**

16. It is mutually understood and agreed by the parties hereto that this agreement contains all of the covenants, stipulations, and provisions agreed upon by said parties and no agent or other hereof, except as provided herein, and no party is or shall be bound by any statements or representation not in conformity herewith.

APPROVED by the MAYOR and City Council of the City of Guthrie this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

APPROVED as to form and legality this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2014.

\_\_\_\_\_  
CITY ATTORNEY

APPROVED by the MAYOR and City Council of the City of Edmond this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

APPROVED as to form and legality this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2014.

\_\_\_\_\_  
CITY ATTORNEY



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

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

Summary

The proposed renewal agreement is entering into a Mutual Aid Agreement with the Logan County Commissioners to provide emergency management aid and assistance in cases of disaster too great to be dealt with unassisted. The proposed agreement is the same as Fiscal Year 2014. In Fiscal Year 2012, the annual compensation was changed from \$6,000 to \$10,000.

Funding Expected Revenue X Expenditure N/A
Budgeted X Yes No N/A
Account Number 01-01-00-6371 Amount \$10,450 (includes telephone service)
Legal Review X N/A Required Completed Date: (same as last year)

Supporting documents attached

- City-County Civil Defense Agreement

Recommendation

Approve the City-County Defense Agreement between the City of Guthrie and Logan County Board of Commissioners.

Action Needed Public Hearing X 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, 2014 and ending June 30, 2015 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, 2014, 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 \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, OKLAHOMA

\_\_\_\_\_  
Mark Sharpton

\_\_\_\_\_  
Michael Pearson

\_\_\_\_\_  
Monty Piearcy

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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Attorney

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
District Attorney



## **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
- 1 Motorola Mobile Radio (SN# 514CMZ1934)



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Damon Devereaux,
Chief of Police

Agenda Item

Consider approval of the Liberty Lake House Occupancy Agreement between the City of Guthrie and a Park Attendant.

Summary

The Chief of Police and Lake Officer recommend the stationing of a full-time attendant at Liberty Lake house. The residency of a park attendant would require performing sentinel services around the lake, attendant services to lake users, maintain records and accounts related to lake use, and provide cleaning and basic maintenance services for the Liberty Lake house. This agreement will be a month to month agreement and the occupant will be responsible for certain improvements as laid out in the agreement. The occupant will be responsible for all utilities furnished to the premises as stated in the agreement, and will pay the City of Guthrie \$100 per month, with a penalty of \$25 if after the 10th day of each month. That penalty will continue to increase \$25 for every 7 days the occupant is past due.

Funding Expected X Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 01-00-00-5466 Amount \$1,200
Legal Review N/A X Required Completed Date:

Supporting documents attached

- Liberty Lake House Occupancy Agreement

Recommendation

Approve the Liberty Lake House Occupancy Agreement between the City of Guthrie and a Park Attendant.

Action Needed

Public Hearing X Motion Emergency Clause

**OCCUPANCY AGREEMENT**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Guthrie, Oklahoma, hereinafter referred to as “OWNER”, and \_\_\_\_\_, hereinafter referred to as “OCCUPANT”.

**WITNESSETH:**

In consideration of the OWNER’s agreement to provide living quarters to the OCCUPANT, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **PREMISES:** The OWNER hereby agrees to provide living quarters to OCCUPANT located at Liberty Lake, Guthrie, Oklahoma, hereinafter the “Property”.
2. **TERM:** This Agreement shall be for a term of commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ and thereafter on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.
3. **RENTALS:** This lease is made for and in consideration of monthly rental of \$100.00, due and payable to OWNER on or before the 10<sup>th</sup> day of each month during the term hereof. OWNER reserves the right to assess a penalty of \$25.00 for every seven days that rent is past due. It is understood and agreed that the OCCUPANT shall not be required to make any structural improvements at its expense, but that any structural alteration shall be subject to the prior written approval of the OWNER.
4. **REPRESENTATIONS AND WARRANTIES:** As further consideration for this lease, OCCUPANT agrees and binds themselves:
  - A. To maintain the property in at least as good condition as when received by OCCUPANT; to make at their own expense all reasonable and customary repairs and to maintain the grounds and property as needed, including, but not limited to, interior painting, lawn mowing, picking up trash, replacement of non-vandalized/weather damaged broken windows, minor plumbing repairs, supervision of patrons, reporting any misconduct of lake patrons and log activities reported, and any other responsibilities deemed necessary and appropriate by the City Manager or his designee.

- B. To provide “caretaker” or sentinel services around the Liberty lake area which includes responding to incidents or activities which are questionable. Patrols recreation area on foot and/or by vehicle/water craft to monitor lake users. Issuing citations for violations and make court appearances as needed.
  - C. To provide “attendant’ services including registration of campers, collecting camping and access fees, and selling water craft and fishing permits, as well as operating a fishing and refreshment concession.
  - D. Maintains records and accounts for all money collected and is responsible for delivering to the City Treasurer for processing on a periodic basis.
5. **PURPOSE:** The purpose of this Agreement is to outline the terms of occupancy for this dual-purposed city-owned structure. One part of the structure is designed for living quarters while the other part will be a city-operated facility opened to the public. The structure is located at Liberty Lake in Logan County, Oklahoma and the outlined terms of occupancy is as follows:
- A. The living quarters which are the subject of this Agreement shall be used exclusively for residential purposes, and OCCUPANT is obligated not to use same for any purpose that is unlawful or that tends to injure or depreciate the property. The premises, including improvements and appurtenances thereunto, including the locks, keys, plumbing, heating and air-conditioning systems, and all other fixtures are accepted by the OCCUPANT in their present condition, *as is*, except as may be expressly provided therein.
  - B. OCCUPANT shall operate and furnish a fishing and refreshment concession on said property in the part of the structure that is open to the public. Maintenance of the inventory and supplies for such concession shall be provided by the City of Guthrie. OCCUPANT shall deliver receipts to the City Clerk/Treasurer periodically. OCCUPANT shall furnish a quarterly financial report to the City Clerk/Treasurer, outlining all income and expenses related to the operation of the concessions. Such report shall be due within 30 days following the conclusion of the quarter, based upon the calendar year.
  - C. For the purpose of this Agreement, the OWNER’s representative and agent shall be the City Manager or his designee for the City of Guthrie and, as such, OCCUPANT shall address all issues and concerns related to this Agreement to the City Manager or his designee. Furthermore, as OCCUPANT/Lake Ranger, handle issues and

concerns related to fishing permits and other lake regulations the City Manager or his designee of the City of Guthrie for those items addressed by this Agreement.

D. Nothing in this Agreement shall be construed in such a manner as to create an employment relationship between the OWNER and the OCCUPANT.

6. **REPAIRS AND IMPROVEMENTS:** OWNER shall not be obligated to make any improvements to the premises except as agreed to herein. OCCUPANT is obligated to make no additions or alterations whatsoever during the term of this lease to the structure of the premises without prior written permission of the OWNER. All additions, alterations or improvements made by OCCUPANT, with or without consent of OWNER, which are attached or affixed to the Property in a manner such as to cause damage upon their removal from the premises, shall remain the property of OWNER and inure to the benefit of the OWNER unless otherwise agreed in writing; OCCUPANT, however, expressly waiving all right to compensation therefore.
7. **ASSIGNMENT AND SUBLEASING:** OCCUPANT shall not have the right to assign or sublease the Property.
8. **DEFAULT:** Should the OCCUPANT at any time violate any of the conditions of this Agreement, or fail to pay the rent, or other expenses assumed under this Agreement, punctually at maturity, as stipulated, or upon the adjudication of OCCUPANT in bankruptcy, the appointment of a receiver for OCCUPANT, or the filing of a bankruptcy, receivership or respite petition by the OCCUPANT; or upon OCCUPANT's insolvency, unless cured by OCCUPANT within ten (10) days after written demand by OWNER, then the rent for the whole unexpired term of this Agreement shall at once become due and exigible and all past due rent shall bear interest at the rate of twelve (12%) per annum, until paid; and in such event, OWNER shall have the option either at once to demand the entire rent for the entire term or to immediately cancel this Agreement, OCCUPANT to remain responsible for all damages or losses suffered by OWNER, OCCUPANT hereby assenting thereto and expressly waiving the legal notices to vacate the premises. Should an agent or attorney be employed by OWNER to give special attention to the enforcement of any claim of OWNER arising from this lease, OCCUPANT shall pay as fees and compensation to such agent or attorney an additional sum as will constitute a reasonable fee, together with all costs, charges and expenses. Should OCCUPANT at any time use the Property, or any portion thereof, for any illegal or unlawful purposes or commit, or permit or tolerate the commission thereon of any act made punishable by fine or imprisonment under the laws of the United States or the State of Oklahoma, or under any ordinance of the City of Guthrie or County of Logan, Oklahoma,

the remedies set forth in the proceeding paragraphs shall be immediately available to OWNER without necessity of giving any written notice or any other notice to OCCUPANT.

9. **WAIVER:** Failure to strictly and properly, enforce these conditions shall not operate as a waiver of OWNER's rights, OWNER expressly reserving the right to always enforce prompt payment of rent or to cancel this lease, regardless of any indulgences or extensions previously granted. Receipt by OWNER, or OWNER's authorized representative of any rent in arrears or for cancellation of this lease, will not be considered as a waiver of such notice or suit, or any of the rights of OWNER.
10. **DESTRUCTION OF PREMISES:** In the event the improvements situated on the premises are destroyed, in whole or in part, by fire or other loss during the term of this lease, this lease shall terminate. OWNER shall have the exclusive right to elect whether to restore the improvements to their original condition utilizing the insurance proceeds at its discretion.
11. **HOLD HARMLESS:** This Agreement is made upon the express condition that the OWNER shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons, or property of any kind whatsoever, whether the person or property of OCCUPANT, their agents or employees or their persons, from any cause or causes whatsoever while in or upon said premises or any party thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by OCCUPANT in connection therewith, and OCCUPANT hereby covenants and agrees to indemnify and save OWNER harmless from and against all liabilities, charges, and expenses (including counsel fees) and costs on account of or by any reason of any such injuries, liabilities, claims, suits, or losses, however occurring or damages growing out of same.
12. **INSPECTION:** OWNER and OWNER's agents and appointed representatives shall have the right to enter and inspect the Property at any reasonable time during the hours of 9 a.m. and 6 p.m. (in emergencies at all times) for the purpose of ascertaining the condition of the Property.
13. **NOTICE:** All notices required to be given under the terms of this lease shall be in writing and sent by certified mail addressed to OCCUPANT or OWNER at the addresses indicated below and such mailing shall constitute full proof of and compliance with the requirements of notice:

OWNER:

City Manager  
City of Guthrie

P.O. Box 908  
Guthrie, OK 73044

OCCUPANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **MODIFICATION OF AGREEMENT:** This Agreement is the entire agreement between the parties and cannot be amended or modified except by written agreement signed by both parties.
15. **CONTROLLING AUTHORITY:** This Agreement shall be governed and controlled by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**“OWNER”**  
City of Guthrie, Oklahoma

DATE: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST: (Seal)

\_\_\_\_\_  
Kim Biggs, City Clerk

DATE: \_\_\_\_\_

**“OCCUPANT”**

\_\_\_\_\_  
\_\_\_\_\_



Agenda Item Cover Letter

Meeting: x City Council, Date of Meeting: June 17, 2014, Contact: Mark Spradlin, Mayor

Agenda Item

Discussion and possible action on three appointments to the Library Board.

Summary

The Library Board has three vacancies. Ordinance No. 2678 requires the Guthrie Library Board to consist of five (5) citizens of the City of Guthrie who reside within the corporate limits. All members are appointed by the Mayor and approved by City Council. Terms are for three (3) years and will expire May 2017.

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number: [00-00-00-0000], Amount, Legal Review: x N/A, Required, Completed Date:

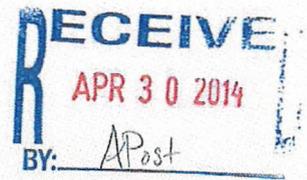
Supporting documents attached

- 2014 Craddock.pdf, 2014 Raines.pdf, 2014 Wells.pdf, Library Board – By Laws.pdf

Recommendation

Confirm Mayor’s appointments to the Library Board.

Action Needed: Public Hearing, X Motion, Emergency Clause



April 30, 2014

To Guthrie Mayor, Mark Spradlin:

I believe a public library is an absolutely essential service to a community.

Brainstorming and planning with Cyndi and Candy about meeting goals, making decisions, and solving problems with members of the Library Board has been an interesting and educational experience. But, that is not where service ends. In fact, I have suggested a new agenda item for discussion at the next board meeting. I believe board members should offer more than verbal and physical support when needed; we should also lend monetary assistance for purchasing new books on a periodic basis, either individually or collectively, in order to help supply the community with pertinent information or entertainment.

I am currently serving the public in my job at Logan County OSU Cooperative Extension where I support Cathy James, HCE/4-H Educator, and Haley Porter, 4-H/Ag Educator, in their community service centered occupations. My civic support activities are too numerous to mention, but include editing and designing newsletters, pamphlets, and posters for fund raising events for charitable purposes, and for seminars geared to public education and interest.

Since our library bylaws allow board members to serve two terms, I hereby apply to serve a second term as a Guthrie Library Board member.

Sincerely,

Linda Craddock

Phone: [redacted]

Email: [redacted]

Attachment: City of Guthrie Application for Boards

References:

Cathy James,  
Phone: [redacted]

Francis Foster,  
Phone: [redacted]

Sheila Briesch,  
Phone: [redacted]

City of Guthrie  
Application for Boards and Commissions



Please print legibly.

Name Linda Craddock Day Phone \_\_\_\_\_  
Address \_\_\_\_\_ Evening Phone \_\_\_\_\_  
Occupation Program Assistant Education BA Education MA English  
How long have you lived in Guthrie? 38 years 7 months

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

1. Which board or commission interests you? Library Board

2. Why are you interested in serving on this board/commission?

Please see attached sheet

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

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

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

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
<u>Cathy James,</u>	_____	_____
<u>Francis Foster,</u>	_____	_____
<u>Sheila Briesch, I</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.

Linda Craddock 4/30/14  
Signature Date

Name: Verla Raines  
 Daytime Phone Number:  
 Evening Phone/Cell Phone:  
 Address: Guthrie, 73044  
 Occupation: Family Education Coordinator  
 Education Level: BA  
 How long have you lived in Guthrie?  Less than 2 years  5 to 10 years  
 2 to 5 years  More than 10 years

Which board or commission interests you? Library  
 Why are you interested in serving on this board or commission? I want to encourage reading and education in my community. I want to make a positive difference in Guthrie by volunteering for community concerns.

What civic activities have you been involved in during the past 3 years? Guthrie Christmas committee, 2012 '89er Committee 2012-2013, Sunday Concert in the Park (April 2013), Caregiver Support Group (facilitator)- meets monthly at the Library, First Christian Church choir, volunteer for Guthrie Chamber of Commerce (Farmers Market, The Arts in Guthrie (TAG)), volunteer for OIBF Bluegrass Festival 2013, volunteer for GOTR (Mumford & Sons) festival 2013, participated in '89er parade 2013&2014, Pisces Garden Club 2013. Edmond Character Council 2011-2012, Walk to End Alzheimer's volunteer fundraiser and participant - 5 years

What skills and/or experience will you contribute? I have a B.A. degree in English/Secondary Education. In the past I have taught junior and senior high students, home-schooled my two sons, worked for city, church and private businesses. I enjoy getting involved in efforts that make a difference, and motivating others to join me!

Please list at least 3 non-relatives who have known you at least 3 years for references.  
 Reference 1: Martha Hall  
 Reference 2: Boe Parrish  
 Reference 3: Dr. Billye Peterson  
 Reference 4:  
 Reference 5:

**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.**

Please enter your name and current date to indicate you agree with the above statement: Verla Raines, 6-9-2014

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

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

## Application for Volunteer Boards and Commissions

Name: Tarrah Wells  
Daytime Phone Number:  
Evening Phone/Cell  
Phone:  
Address: Guthrie OK, 73044  
Occupation: Court Clerk/Finance  
Education Level:  
How long have you lived in Guthrie?  Less than 2 years  5 to 10 years  
 2 to 5 years  More than 10 years

Which board or commission interests you? Library  
Why are you interested in serving on this board or commission? I have a deep love for reading and find it important to continue that for future generations.  
What civic activities have you been involved in during the past 3 years? Just getting started  
What skills and/or experience will you contribute? Deep love of learning and reading. Active imagination. Skills in organizing, promoting, and encouraging reading.  
Please list at least 3 non-relatives who have known you at least 3 years for references.  
*Reference 1: Niki Sharp*  
*Reference 2: Marsha Todd*  
*Reference 3: Jamie Goins*  
*Reference 4:*  
*Reference 5:*

**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.**

Please enter your name Tarrah Wells 5/23/2014  
and current date to  
indicate you agree with  
the above statement:

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

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

RESOLUTION NO. 2003-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF GUTHRIE REVISING THE BY-LAWS FOR THE  
GUTHRIE PUBLIC LIBRARY BOARD.**

WHEREAS, the Guthrie City Council has heretofore adopted the Guthrie Public Library Board By-Laws on April 15, 1986 and revised on December 17, 2002; and,

WHEREAS, the Guthrie City Council desires to revise the Guthrie Public Library By-Laws to have current policies and procedures covering the Guthrie Public Library Board functions; and,

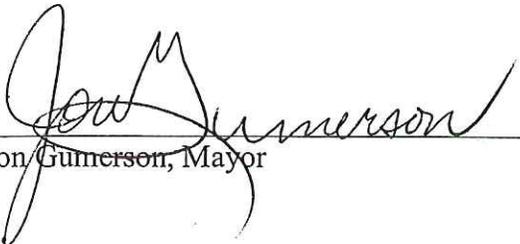
WHEREAS, the Guthrie City Council desires to authorize the implementation of such policies and procedures in connection with the Guthrie Public Library Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Guthrie, that:

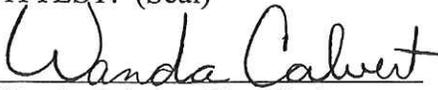
1. The Guthrie Public Library Board By-Laws dated August 2003 is hereby revised and adopted for use and implementation by the Guthrie Public Library Board.
2. Said By-Laws shall become effective immediately.

**\*\*END\*\***

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma, on the 5<sup>th</sup> day of August, 2003 after compliance with the notice requirements of the Open Meeting Act (25 OSA, §301, et seq.).

  
\_\_\_\_\_  
Jon Gurnerson, Mayor

ATTEST: (Seal)

  
\_\_\_\_\_  
Wanda Calvert, City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
Randel Shadid, City Attorney

# **Guthrie Public Library Board**

## **By-Laws**

**Revised August 2003**

### **ARTICLE I: Name**

Section 1. The name of the library shall be Guthrie Public Library.

### **ARTICLE II: Membership**

Section 1. The Library Board shall be comprised of five (5) members, appointed by the Mayor, and approved by the City Council. Appointments to the Library Board will be made for three-year terms, with members being appointed in May and beginning their duties in July. Members may serve no more than two full terms plus any portion of a term created by a vacancy.

### **ARTICLE III: Meetings**

Section 1. The regular meetings of the Library Board shall be held the third Thursday of January, April, July and October at 4:00 p.m.

Section 2. Special meetings may be called by the Chair, or upon written request of two (2) members, for the transaction of business stated in the call for the meeting.

### **ARTICLE IV: Officers**

Section 1. The officers of the board shall be elected at the July meeting of the Board to take office at the October meeting. The officers shall be as follows: Chair and Vice Chair. The Chair of the Board shall preside at all meetings, appoint all committees, and authorize calls for any special meetings. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair. The Director of Library Services shall be responsible for seeing that minutes of the meeting are taken and shall perform the duties of Secretary of the Board.

Section 2. The Director of Library Services shall have sole charge of the administration of the library under the review of the Board. The Director of Library Services shall be held responsible for the staff, for the efficiency of the library's service to the public, and for the operation of the library under the financial conditions set forth in the annual budget. The Director of Library Services shall attend all Board meetings except for those at which the appointment of the Director or relations of the Director with other members of the staff are to be discussed or decided. The Director is not a member of the Board and shall have no vote.

### **ARTICLE V: Committees**

Section 1. The Chair, with the approval of the Board, may appoint special committees for the study and investigation of special problems. Such committees will serve until they complete the work for which they were appointed.

## **ARTICLE VI: Order of Business**

Section 1. The order of business for regular meetings shall be:

- Call to Order
- Roll Call
- Citizens to be Heard
- Approval of Minutes
- Report of the Director of Library Services
- Report of Committees
- Communications
- Business Items
- New Business

## **ARTICLE VII: Quorum**

Section 1. A quorum for the transaction of business shall consist of three members.

Section 2. If a member cannot attend the regularly scheduled meeting, they are asked to notify the Director of Library Services at their earliest convenience. After three consecutive unexplained absences, the Board will recommend that member be replaced.

## **ARTICLE VIII: Amendments**

Section 1. These by-laws may be amended by a 2/3 vote of the members present at any regular meeting of the Board provided the amendment was stated in the call for the meeting. They are then sent to the City Council for final approval.

Section 2. Robert's Rules of Order shall be the Board's final authority on all questions of procedure and parliamentary law not covered by the by-laws.

## **ARTICLE IX: Updates**

Section 1. These by-laws and policies shall be reviewed and updated as needed.



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Justin Heid,
Airport Manager

Agenda Item

Discussion and possible action regarding one appointment to the Guthrie-Edmond Regional Airport Board.

Summary

The City of Guthrie must appoint 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 Sharyl Padgett. The City of Guthrie has one position available for appointment to the Guthrie-Edmond Regional Airport Board for the term of July 2014 through June 2017.

The person appointed 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 has been held in the previous terms by Mr. Joe Underwood. He has held a position on the Airport Board for two (2) terms: (2008-2011), (2011-2014). The City of Guthrie is to appoint a representative to the Guthrie-Edmond Regional Airport Board for the term of July 2014 through June 2017.

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

Supporting documents attached

- Airport Board applications for Ryan Potucek, Joe Underwood, and Marc Mills

Recommendation

Appoint or reappoint an individual to the Guthrie-Edmond Regional Airport Board.

Action Needed Public Hearing X Motion Emergency Clause

**Andrea Post**

**From:** noreply@civicplus.com  
**Sent:** Wednesday, May 21, 2014 9:56 PM  
**To:** Mark Spradlin; Andrea Post; Jim Ahlgren; Rene Spineto  
**Subject:** Online Form Submittal: Application for Volunteer Boards and Commissions

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

**Application for Volunteer Boards and Commissions**

Name: Ryan Potucek  
Daytime Phone Number: 316-  
Evening Phone/Cell Phone:  
Address: Mid Iron Lane, Edmond Ok  
Occupation: Aircraft Sales, Textron Aviation  
Education Level: MBA  
How long have you lived in Guthrie?  Less than 2 years  5 to 10 years  
 2 to 5 years  More than 10 years  
Which board or commission interests you? Airport Advisory Board  
Why are you interested in serving on this board or commission? To become involved in the local aviation community in the Guthrie/Edmond area and gain an understanding for airport day to day business/budgeting issues that affect the community.  
What civic activities have you been involved in during the past 3 years? Knights of Columbus member-various volunteer fundraising activities.  
What skills and/or experience will you contribute? Passion for aviation, 13 years of experience with Cessna and Beech OEM in varying capacities including production, finance and sales. In the process of relocating from Wichita to Logan County for Textron Aviation, selling Citation and King Air product.  
Please list at least 3 non-relatives who have known you at least 3 years for references.  
Reference 1: Steve Sperley, Eugene Oregon, 541-  
Reference 2: Nick Ruyle, Oxford Kansas, 620-  
Reference 3: Jeremy Prizevoits, San Antonio Tx, 210-8  
Reference 4:  
Reference 5:

**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.**

Please enter your name and current date to indicate you agree with the above statement: Ryan Potucek, 5-21-2014

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

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

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

Name:: Ryan Potucek

Daytime Phone Number:: 316-2

Evening Phone/Cell Phone::

Address:: Mid Iron Lane, Edmond Ok

Occupation:: Aircraft Sales, Textron Aviation

Education Level:: MBA

How long have you lived in Guthrie?

: Less than 2 years

Which board or commission interests you?: Airport Advisory Board

Why are you interested in serving on this board or commission?: To become involved in the local aviation community in the Guthrie/Edmond area and gain an understanding for airport day to day business/budgeting issues that affect the community.

What civic activities have you been involved in during the past 3 years?: Knights of Columbus member-various volunteer fundraising activities.

What skills and/or experience will you contribute?: Passion for aviation, 13 years of experience with Cessna and Beech OEM in varying capacities including production, finance and sales. In the process of relocating from Wichita to Logan County for Textron Aviation, selling Citation and King Air product.

Reference 1:: Steve Sperley, Eugene Oregon, 541-

Reference 2:: Nick Ruyle, Oxford Kansas, 620-

Reference 3:: Jeremy Prizevoits, San Antonio Tx, 210-

Reference 4::

Reference 5::

Please enter your name and current date to indicate you agree with the above statement:: Ryan Potucek, 5-21-2014

Additional Information:

Form submitted on: 5/21/2014 9:55:54 PM

Submitted from IP Address: 68.102.129.126

Referrer Page:

**Andrea Post**

**From:** noreply@civicplus.com  
**Sent:** Monday, May 19, 2014 9:06 AM  
**To:** Mark Spradlin; Andrea Post; Jim Ahlgren; Rene Spineto  
**Subject:** Online Form Submittal: Application for Volunteer Boards and Commissions

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

**Application for Volunteer Boards and Commissions**

Name: Joe Underwood  
Daytime Phone: 405 . [redacted]  
Number: [redacted]  
Evening Phone/Cell: 405 [redacted]  
Phone: [redacted]  
Address: [redacted] . Eastridge Guthrie, OK 73044  
Occupation: retired  
Education Level: 5 years of college and a life time of continuing education  
How long have you lived in Guthrie? [ ] Less than 2 years [ ] 5 to 10 years  
[ ] 2 to 5 years [X] More than 10 years  
Which board or commission interests you? Airport Board  
Why are you interested in serving on this board or commission? I have no greater love of anything in Guthrie above our great little airport, present wife excluded!  
What civic activities have you been involved in during the past 3 years? I have been an airport board member for the last 3 years and anything fun happening in downtown Guthrie.  
What skills and/or experience will you contribute? I have spent almost all of my working career in aviation and the last 33 years running a very successful national aviation business out of the Guthrie airport. I personally was involved in recruiting the three most successful aviation businesses located at our airport, Crabtree Aviation our FBO, Zivko Manufacturing and Guardian Air Patrol. I believe I have a good understanding of where our airport has been and needs to go in the future. Lived through bad and great decisions made in the past. The insight to give our city fathers some common sense advice as to where and how our airport continues to support our community.  
Please list at least 3 non-relatives who have known you at least 3 years for references.  
Reference 1: Frank Bross Bross Enterprises 405 [redacted]  
Reference 2: Jeff Chappell Chappell Enterprises 405 [redacted]  
Reference 3: Kenny Patterson EMI 405 [redacted]  
Reference 4:  
Reference 5:

**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.**

Please enter your name Joe Underwood May 19, 2014 and current date to indicate you agree with the above statement:

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

**to discuss your application.**

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

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

Name:: Joe Underwood

Daytime Phone Number:: 405 2

Evening Phone/Cell Phone:: 405 :

Address:: ... Eastridge  
Guthrie, OK  
73044

Occupation:: retired

Education Level:: 5 years of college and a life time of continuing education

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

Which board or commission interests you?: Airport Board

Why are you interested in serving on this board or commission?: I have no greater love of anything in Guthrie above our great little airport, present wife excluded!

What civic activities have you been involved in during the past 3 years?: I have been an airport board member for the last 3 years and anything fun happening in downtown Guthrie.

What skills and/or experience will you contribute?: I have spent almost all of my working career in aviation and the last 33 years running a very successful national aviation business out of the Guthrie airport. I personally was involved in recruiting the three most successful aviation businesses located at our airport, Crabtree Aviation our FBO, Zivko Manufacturing and Guardian Air Patrol.

I believe I have a good understanding of where our airport has been and needs to go in the future. Lived through bad and great decisions made in the past. The insight to give our city fathers some common sense advice as to where and how our airport continues to support our community.

Reference 1:: Frank Bross  
Bross Enterprises  
405 6

Reference 2:: Jeff Chappell  
Chappell Enterprises  
405 6

Reference 3:: Kenny Patterson

EMI

405 · - - - - -

Reference 4::

Reference 5::

Please enter your name and current date to indicate you agree with the above statement:: Joe Underwood May 19, 2014

Additional Information:

Form submitted on: 5/19/2014 9:05:32 AM

Submitted from IP Address: 108.198.2.37

Referrer Page: No Referrer - Direct Link

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

**Andrea Post**

**From:** noreply@civicplus.com  
**Sent:** Monday, May 12, 2014 10:10 PM  
**To:** Mark Spradlin; Andrea Post; Jim Ahlgren; Rene Spineto  
**Subject:** Online Form Submittal: Application for Volunteer Boards and Commissions

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

**Application for Volunteer Boards and Commissions**

Name: Marc J. Mills  
Daytime Phone Number: 405-  
Evening Phone/Cell Phone: 405-  
Address: Street Guthrie, OK 73044  
Occupation: Financial Services Agent  
Education Level: Post Graduate  
How long have you lived in Guthrie?  Less than 2 years  5 to 10 years  
 2 to 5 years  More than 10 years  
Which board or commission interests you? Airport Board  
Why are you interested in serving on this board or commission? I have an inherent love of aviation. A member in good standing of the AOPA for 10 years.  
What civic activities have you been involved in during the past 3 years? Most recent Guthrie, citizens academy. Pets and people. FF Wine Share Share. Oklahoma Organic Farms. Various fund raising activities.  
What skills and/or experience will you contribute? Aviation skills, fundraising skills, grant writing skills, international aviation contacts and airport management. I have owned an FBO, flown crop dusters for agriculture spraying purposes and have had a love of aviation for my entire life of 40 years.  
Please list at least 3 non-relatives who have known you at least 3 years for references.  
Reference 1: Ed Rudd Rudd Real estate Oklahoma City Address and Telephone Available  
Reference 2: Around Neewar International aviation services Washington DC. Address and telephone available  
Reference 3: Mark Swiss All American Pizza Edmond OK  
Reference 4: Gary Varnel Sundance Airport Yukon, OK  
Reference 5: Travis Dickenson Hibdon tire stores.

**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.**

Please enter your name and Marc Mills  
current date to indicate you  
agree with the above  
statement:

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

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

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

Name:: Marc J. Mills

Daytime Phone Number:: 405-2

Evening Phone/Cell Phone:: 405-

Address:: 14th Street  
Guthrie, OK 73044

Occupation:: Financial Services Agent

Education Level:: Post Graduate

How long have you lived in Guthrie?  
: 5 to 10 years

Which board or commission interests you?: Airport Board

Why are you interested in serving on this board or commission?: I have an inherent love of aviation. A member in good standing of the AOPA for 10 years.

What civic activities have you been involved in during the past 3 years?: Most recent Guthrie, citizens academy. Pets and people. FF Wine Share Share. Oklahoma Organic Farms. Various fund raising activities.

What skills and/or experience will you contribute?: Aviation skills, fundraising skills, grant writing skills, international aviation contacts and airport management. I have owned an FBO, flown crop dusters for agriculture spraying purposes and have had a love of aviation for my entire life of 40 years.

Reference 1:: Ed Rudd  
Rudd Real estate  
Oklahoma City  
Address and Telephone Available

Reference 2:: Around Neewar  
International aviation services  
Washington DC.  
Address and telephone available

Reference 3:: Mark Swiess  
All American Pizza  
Edmond OK

Reference 4:: Gary Varnel  
Sundance Airport  
Yukon, OK

Reference 5:: Travis Dickenson  
Hibdon tire stores.

Please enter your name and current date to indicate you agree with the above statement:: Marc Mills

Additional Information:

Form submitted on: 5/12/2014 10:09:32 PM

Submitted from IP Address: 162.199.156.73

Referrer Page:

<http://cityofguthrie.com/Jobs.aspx?Uniqueid=77&From=All&CommunityJobs=False&JobID=GUTHRIE-EDMOND-REGIONAL-AIRPORT-BOARD-41>

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



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Vice Mayor Wood
Councilmember Ayers

Agenda Item

Discussion and possible action regarding two appointments to the Citizens Rate and Fee Advisory Committee.

Summary

This item was tabled June 3, 2014 to be considered again by City Council on June 17, 2014. On June 15, 2010, the City Council approved Resolution No. 2010-10 establishing a Citizens Rate and Fee Advisory Committee to be composed of seven (7) members. The Mayor and each Councilmember shall appoint one individual who shall be a resident of the City of Guthrie. Each appointee must be confirmed by a majority vote of the City Council. The terms of each appointee shall coincide with the term of the Mayor or Councilmember appointing said member of the committee. The committee currently has two vacant positions of which were previously appointed by Vice Mayor Wood and Councilmember Ayers.

Funding Expected Revenue Expenditure X N/A

Budgeted Yes No X N/A

Account Number Amount

Legal Review X N/A Required Completed Date:

Supporting documents attached

Recommendation

Approve two appointments to the Citizens Rate and Fee Advisory Committee.

Action Needed Public Hearing X Motion Emergency Clause



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Maxine Pruitt
Municipal Services Director

Agenda Item

Discussion and possible action regarding one appointment to the Forestry Board.

Summary

The Forestry Board has one opening. We have one new application for the Forestry Board.

This opening is a three-year term that begins June 3, 2014 and expires June 6, 2017.

The name of the new applicant is Bert Wheeler.

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

Supporting documents attached
Application of Bert Wheeler

Recommendation
Approve appointment for one vacancy on the Guthrie Forestry Board.

Action Needed Public Hearing X Motion Emergency Clause

City of Guthrie  
Application for Boards and Commissions



Please print legibly.

Name BERT WHEELER Day Phone 282-1111  
 Address E. MCKINLEY BLVD Evening Phone 11  
 Occupation RETIRED Education MASTERS  
 How long have you lived in Guthrie? 25 Years 6 Months

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

1. Which board or commission interests you? FORESTRY
2. Why are you interested in serving on this board/commission? JUST TO BE OF SERVICE
3. In what civic activities have you been involved during the past 3 years? TREASURER OF 89th CELEBRATION COMTE, KIWANIS MEMBER
4. What skills and/or experience will you contribute? I AM A ROSE GROWER AND HAVE BEEN RECOGNIZED AS A MASTER CONSULTING ROSARIAN. I KNOW SOIL.
5. List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>MARK SPRADLIN</u>	<u>TANGLEWOOD</u>	<u>293-</u>
<u>JAMES MARTIN</u>	<u>ROEBRIER</u>	<u>282-</u>
<u>ED FAENCH</u>	<u>RED CANYON RD</u>	<u>282-1111</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.

Charles B Wheeler  
Signature

5-26-14  
Date



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Damon R. Devereaux
Chief of Police

Agenda Item

Consider approval of Resolution No. 2014-10, establishing the Nine-One-One Emergency Telephone Fee for Calendar Year 2015.

Summary

The proposed Resolution will enable collection of the locally authorized service fee on landline telephone bills to pay for E9-1-1 service. Local governments must approve a resolution on an annual basis setting the actual fee and through 9-1-1 Association of Central Oklahoma Governments (ACOG) notifying the appropriate telephone company by September 1, 2014. ACOG has determined that 3% will be needed to pay for the overall system cost during the calendar year 2014, which has been the same percentage for several years.

Funding Expected X Revenue Expenditure N/A
Budgeted X Yes No N/A
Account Number 54-00-00-5472 Amount FY 2014 anticipate collecting \$5,500
Legal Review N/A Required Completed Date:

Supporting documents attached

- Resolution No. 2014-10

Recommendation

Approve Resolution No. 2014-10 establishing the 9-1-1 Emergency Telephone Fee for Calendar Year 2015.

Action Needed Public Hearing X Motion Emergency Clause

**RESOLUTION NO. 2014-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE ESTABLISHING THE NINE-ONE-ONE EMERGENCY TELEPHONE FEE RATE FOR CALENDAR YEAR 2015.**

**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 2015 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, 2015.

Adopted and approved by the City Council of the City of Guthrie this 17<sup>th</sup> day of June, 2014.

---

Mark Spradlin, Mayor

ATTEST:

---

Kim Biggs, City Clerk

APPROVED AS TO FORM:

---

Randel Shadid, City Attorney



**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	June 17, 2014	René Spineto, Director
<input type="checkbox"/> GPWA		Community Development
<input type="checkbox"/> Other: _____		

**Agenda Item**

Discussion and possible action on Resolution No. 2014-11 in support of the Cottonwood Village development, including fee waiver 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., and across the street from Mercy Hospital.

Cottonwood Village, LP will utilize the State of Oklahoma housing tax credit program through the Oklahoma Housing Finance Authority (OHFA) to assist in funding the project. OHFA 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).

On June 18 of last year the City Council approved a similar Resolution of Support and Fee Waiver for this project which was submitted to the Oklahoma Housing Finance Authority (OHFA). The project did not receive approval from OHFA at that time. Cottonwood Village, LP is resubmitting their application to OHFA and is requesting the Guthrie City Council reaffirm their support by providing this updated Resolution.

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

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	_____	<b>Amount</b>	_____
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>06/12/2014</u>

**Supporting documents attached**

- Resolution No. 2014-11
- Site Plan, Developer Information Sheet, and Site Photos

- Prior approved Resolution from 2013
- Request for support

**Recommendation**

Approve Resolution No. 2014-11 supporting development of Cottonwood Village including fee waivers of building permit fees or other city-provided services in the amount of \$14,001.

**Action Needed**       Public Hearing       Motion       Emergency Clause

**RESOLUTION NO. 2014-11**

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 \_\_\_\_\_, 2014.

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:

\_\_\_\_\_  
Kim Biggs, City Clerk

Approved as to Form:

\_\_\_\_\_  
Randel Shadid, City Attorney

# Cottonwood Village

Guthrie, OK

- 30 miles outside of Oklahoma City, OK
- 5.9 Acres
- 50 units
- 9 single story residential buildings (8 six-plexes & 1 duplex) & 1 single story community building, similar to a Woodbury design
- 32 two-bedroom units and 18-one bedroom units
- Site is roughly 390' X 663', and is mostly clear with some gently rolling topography
- Sewer and water are very close to site









6-PLEX FRONT ELEVATION

May 29, 2013



## 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

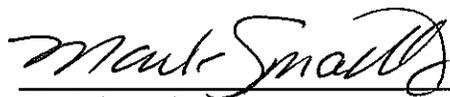
WHEREAS, the City of Guthrie supports the proposed project and will contribute \$14,001, in waivers of fees or other project related expenses, in support of the project for the benefits of the citizens of the City of Guthrie.

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 18<sup>th</sup> day of June, 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

## Rene Spineto

---

**From:** Sean Garrison <sgarrison@aepartners.com>  
**Sent:** Wednesday, May 28, 2014 2:50 PM  
**To:** Rene Spineto  
**Subject:** Cottonwood Village - Resolution of Support  
**Attachments:** Cottonwood Village - Guthrie, OK.pdf; Resolution No 2013-11 - Cottonwood Village Fee Waiver.pdf; 13-0529.Woodbury Elevation OKLAHOMA.pdf

**Categories:** Critical

Rene,

It was nice speaking with you again last week, I hope you had a great weekend. If you may remember from last week, we are looking at re-submitting an application to OHFA for an AHTC award on a development in Guthrie, Cottonwood Village. We proposed this site to OHFA in 2013, and will be looking to re-submit this year as well. As we included last year, we will again need a resolution of support from the city council as well as a contribution of at least \$14,001 in waivers of fees or other project expenses in support of the development as well. For your convenience I have included a very general and brief outline summary of the proposed development, a rendering of a building elevation, as well as the Resolution of Support that was passed last year. We will need to include this with the AHTC application to OHFA which is due July 2<sup>nd</sup>, so if we could make the city council date in mid June that you mentioned it would be great. If you have any questions or need any additional information please let me know.

Thank you,  
Sean Garrison  
573-356-8417



**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> June 17, 2014	<b>Contact</b> Kim Biggs, City Clerk/Treasurer
--	---	--

**Agenda Item**

Discussion and action of Ordinance No. 3256 establishing the effective date of Ordinance No. 3251 related to annexation, extending the city limits of the City of Guthrie, Oklahoma to include the territory here and after described in this ordinance, said territory being located in the County of Logan, State of Oklahoma and declaring an emergency.

**Summary**

On June 3, 2014, the City Council adopted Ordinance No. 3251 annexing property owned by Love’s Travel and Country Stores, Inc. located approximately at I-35 and Hwy. 33 which is adjacent or contiguous to the City of Guthrie boundaries. Based on discussions with the Logan County Tax Increment Financing (TIF) attorney and City Attorney Shadid, it was agreed that it would be best to have the annexation take effect after a TIF Resolution has been passed by the County Commissioners. Upon approval of Ordinance No. 3256, the effective date of Ordinance No. 3251 will be September 15, 2014 as opposed to July 3, 2014.

<b>Funding Expected</b>	_____ Revenue	_____ Expenditure	<u>  X  </u> N/A
<b>Budgeted</b>	_____ Yes	_____ No	<u>  X  </u> N/A
<b>Account Number</b>	<u>  N/A  </u>	<b>Amount</b>	<u>  N/A  </u>
<b>Legal Review</b>	_____ N/A	<u>  X  </u> Required	Completed Date: <u>  June 11, 2014  </u>

**Supporting documents attached**

- Ordinance No. 3256

**Recommendation**

Approval of Ordinance No. 3256 establishing the effective date of Ordinance No. 3251 related to annexation, extending the city limits of the City of Guthrie, Oklahoma to include the territory here and after described in this ordinance, said territory being located in the County of Logan, State of Oklahoma.

Approval of Emergency Clause.

**Action Needed**      \_\_\_\_\_ Public Hearing        X   Motion        X   Emergency Clause

**ORDINANCE NO. 3256**

**AN ORDINANCE ESTABLISHING THE EFFECTIVE DATE OF ORDINANCE NO. 3251 RELATED TO ANNEXATION, EXTENDING THE CITY LIMITS OF THE CITY OF GUTHRIE, OKLAHOMA TO INCLUDE THE TERRITORY HERE AND AFTER DESCRIBED IN THIS ORDINANCE, SAID TERRITORY BEING LOCATED IN THE COUNTY OF LOGAN, STATE OF OKLAHOMA.**

Whereas, the City of Guthrie, Oklahoma on June 3, 2014 adopted Ordinance No. 3251 annexing into the City of Guthrie, Oklahoma property described in Ordinance No. 3251.

Whereas, normally the effective date of said ordinance would be July 3, 2014.

Whereas, the City of Guthrie desires that the effective date of said ordinance be September 15, 2014 as opposed to July 3, 2014.

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

SECTION 1: Effective date of Ordinance No. 3251

Ordinance No. 3251 annexing and extending the limits of the City of Guthrie, Oklahoma to include territory as described in Ordinance No. 3251 is to have an effective date of September 15, 2014 as opposed to July 3, 2014.

SECTION 2:

The balance of said ordinance shall remain in full force and effect as drafted.

SECTION 3: Repealer

Any provision of Ordinance No. 3251 in contradiction to this ordinance is hereby repealed.

SECTION 4: EMERGENCY:

It be deemed that the health, safety and welfare of the citizens of the City of Guthrie may be affected, it is therefore deemed that this ordinance shall become effective immediately upon the vote of 5/7 of the Guthrie City Council.

The forgoing ordinance was introduced before the Guthrie City Council on the 17<sup>th</sup> day of June, 2014 and was duly adopted and approved by the Mayor and City Council with the emergency clause enacted on the 17<sup>th</sup> day of June, 2014 after compliance with the notice requirements of the Open Meetings' Act.

\_\_\_\_\_  
Mark Spradlin, Mayor

ATTEST:

\_\_\_\_\_  
Kim Biggs, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Randel Shadid, City Attorney



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 17, 2014

Contact

Sereniah Breland,
City Manager

Agenda Item

Discussion and possible action on Inter-local Agreement with the City of Crescent for public safety communication services.

Summary

The City of Guthrie currently provides full service dispatching for City of Guthrie, Coyle, Woodcrest, Meridian, Orlando, Langston and Sooner Volunteer Fire Departments. Guthrie is also the first point of receiving 911 calls for 95% public safety first responders for Logan County. The City of Guthrie receives the original 911 call and then transfers to the appropriate agency. The City of Guthrie is the 911 Public Safety Answering Point (PSAP) and receives funds from the 911 Public Safety Program through the Association of Central Oklahoma Governments.

The City of Crescent currently provides full service dispatching for Fire, EMS, and Police services for their City. The City of Crescent has requested to enter an agreement for the City of Guthrie to provide those services on their behalf.

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

Supporting documents attached

- Inter-local Agreement

Recommendation

Approve the Inter-local Agreement for Communication Services with the City of Crescent.

Action Needed Public Hearing X Motion Emergency Clause

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT**

AN AGREEMENT BETWEEN THE CITY OF CRESCENT, OKLAHOMA, AND THE CITY OF GUTHRIE, LOGAN COUNTY 911 CENTER, FOR THE CITY OF GUTHRIE, LOGAN COUNTY 911 CENTER TO PROVIDE DISPATCH SERVICES, 911 SERVICES AND OLETS/NCIC SERVICES FOR THE CITY OF CRESCENT.

WHEREAS, the City of Guthrie, Logan County 911 Center (hereinafter “Guthrie 911”) is the primary answering point for the City of Crescent (hereinafter the “City”) nine-one-one (911) calls pursuant to an agreement approved by the parties on the dates written below, and

WHEREAS, the City has requested that the City of Guthrie, Logan County 911 Center provide dispatch services for the City’s police, fire and emergency medical services.

WHEREAS, it is deemed desirable by City of Guthrie, Logan County 911 and the City to enter into an agreement to provide this service to the residents of Crescent;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein the parties hereto agree as follows:

1. Guthrie 911 will provide dispatch services, 24/7/365 for the City’s police, fire, emergency services and after hours public works emergencies in accord with standard emergency dispatch protocol, with said protocol being updated or amended from time to time.
2. The dispatch services will include NCIC/OLETS traffic, warrants and criminal background records. Additional services included are copies of any requested records where the City’s emergency services were involved. The City agrees to provide Guthrie 911 updated information to provide such services as it reasonably becomes available.

3. The City will provide Guthrie 911 with an updated list of emergency telephone numbers of current officials.
4. The City will provide an updated map of jurisdictional boundaries for City's police, fire and emergency services to Guthrie 911 as soon as practical after such maps get updated.
5. The City will pay the sum of \$5,712.17 per month; \$68,546 per year for these services, payable within ten (10) days following the end of each month.
6. The parties agree that this agreement will no way affect the parties' respective liabilities and obligations under law.
7. The terms of this agreement shall be from July 1st, 2014 to June 30th, 2015, and shall be reviewed prior to the end of the fiscal budget year, unless terminated as stated herein.
8. Either party may terminate this agreement without cause upon one hundred and twenty (120) days written notice to the other party.
9. If a party breaches the terms of this agreement and said breach is not cured with fourteen (14) days after notice of the breach has been provided to the breaching party, the non-breaching party may terminate this agreement within thirty (30) days.
10. The City hereby agrees to indemnify and hold Guthrie 911 harmless from and against any liability caused by City's acts or omissions and does hereby agree to defend Guthrie 911 in any claim, cause of action or dispute, including the cost of litigation and attorney fees, which may relate to City's acts, omissions or breach of this agreement.

11. The Guthrie 911 hereby agrees to indemnify and hold City harmless from and against any liability caused by Guthrie's 911's acts or omissions and does hereby agree to defend City in any claim, cause of action or dispute, including the cost of litigation and attorney fees, which may relate to Guthrie 911's acts, omissions or breach of this agreement.
12. The City of Crescent will provide the Guthrie Police Department with an updated list of emergency telephone numbers of current officials.
13. The City of Crescent will provide an updated map of Crescent to the Guthrie Police Department.
14. The City of Crescent will provide appropriate radio communications equipment and possible hard land line to the Guthrie Police Department.
15. The terms of this agreement shall be from June 17<sup>th</sup>, 2014 to October 1, 2014, and renewable with a 5% increase, thereafter on a year-to- year basis at the option of the parties on October 1. Either party may terminate this agreement upon sixty (60) days written notice to the other party. And, yearly during the month of August the Chief of Police for the City of Crescent, Chief of Police and Fire Chief for the City of Guthrie will meet to review the contract and the services and make those recommendations to their respective governments concerning any revisions deemed necessary.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014, by City of Guthrie

City of Guthrie

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Mayor

ATTEST:  
(seal)

COUNTY CLERK

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the City of Crescent.

THE CITY OF Crescent

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Greg Cummings, Mayor

ATTEST:  
(seal)

CITY CLERK:

**City of Guthrie**  
**A/P Claims List**  
*from 6/5/2014 to 6/5/2014*

Invoice #	Vendor	Description	Account	Cost
MAY2014	OKLAHOMA UNIFORM BLDG CO	Permit Fee Collections	01-00-00-2013	\$92.00
80-1566987	OKLA EMPLOYMENT SECURITY	4TH QUARTER 2013 UNPAID BALANCE	01-01-00-6040	\$21.94
5661	ADVANCE DOOR CONTROLS(20	REPAIR TO CITY HALL FRONT DOOR	01-01-00-6112	\$195.00
JUNE2014	OKLAHOMA NATURAL GAS COM	Natural Gas Billing - General	01-01-00-6307	\$1,836.70
JUNE2014	CITY OF EDMOND (21508)	IT Support with City of Edmond	01-01-00-6373	\$1,106.86
141426	DEAN ACTUARIES, LLC 22584	GASB 45 (OPEB) Actuarial Valuation of the C	01-01-00-6373	\$4,350.00
1641	La Terra Studio, Inc.	INFROMATION GATHERING/IMPLEMENTATI	01-01-00-6576	\$3,560.86
140266	TM TELEVISION (23064)	Video Broadcast System - Upgrade per quote	01-02-24-6126	\$24,982.00
05262014	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$4.80
838	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$7.20
842	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$6.60
847	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$3.60
2034905	Michael Harland	REIMBURSEMENT FOR STOP LEAK FOR U	01-07-70-6316	\$9.63
0030927-IN	R.O.C.I.C. (1202)	MEMBERSHIP SERVICE FEES REGIONAL	01-07-70-6355	\$300.00
04-1407281	OKLA DEPARTMENT OF PUBLIC	OLETS Maintenance	01-07-79-6304	\$350.00
JUNE2014	RURAL WATER DISTRICT #1(206	Water for 6512 S Coltrane, Mitchal Park, RV	01-15-11-6112	\$72.60
		<b>Total GENERAL FUND</b>		<b>\$36,899.79</b>
JUNE2014	INTERMEDIX (22025)	Professional Services	09-09-92-6373	\$4,818.61
		<b>Total FIRE/EMS FUND</b>		<b>\$4,818.61</b>
CM-RENT	WASTE CONNECTIONS, INC (210	SANITATION SERVICE PER AGREEMENT	20-00-00-5466	(\$250.00)
JUNE2014	OKLAHOMA NATURAL GAS COM	Natural Gas Billing - GPWA	20-21-00-6307	\$767.57
MAY2014	DHH DISPOSAL 22381	Contracted Trash Service	20-21-00-6348	\$192.50
1378591/137859	WASTE CONNECTIONS, INC (210	Sanitation Commercial/Residential Service A	20-21-00-6348	\$72,370.50
1396	MID AMERICA HYDRO TECH (211	Chemicals	20-23-00-6104	\$17,261.40
99420	SOUTHWEST CHEMICAL (20977)	Blanket PO for Chemicals	20-23-00-6104	\$4,269.30
99453	SOUTHWEST CHEMICAL (20977)	Blanket PO for Chemicals	20-23-00-6104	\$774.50
2034906	JOE MACKEY 23070	REIMBURSEMENT FOR SAFETY GLASSES	20-26-00-6110	\$200.00
1378591/137859	WASTE CONNECTIONS, INC (210	Sanitation Convenience Center Service Agree	20-26-00-6375	\$5,840.86
25034	J & R EQUIPMENT 21216	Referb & update Camera truck pay Inv 2503	20-27-00-6317	\$47,824.20
		<b>Total GPWA OPERATING FUND</b>		<b>\$149,250.83</b>
APRIL14	OKLA WATER RESOURCES/ BAN	Series 2009 Drinking Water (ORF-08-0009-D	50-50-00-6714	\$51,371.13
APRIL2014	OKLA WATER RESOURCES/ BAN	Series 2008 Drinking Water (ORF-08-009-D	50-50-00-6714	\$56,477.00
JUNE14	OKLA WATER RESOURCES/ BAN	Series 2009 Drinking Water (ORF-08-0009-D	50-50-00-6714	\$51,371.13
JUNE2014	OKLA WATER RESOURCES/ BAN	Series 2008 Drinking Water (ORF-08-009-D	50-50-00-6714	\$56,477.00
MAY14	OKLA WATER RESOURCES/ BAN	Series 2009 Drinking Water (ORF-08-0009-D	50-50-00-6714	\$51,371.13
MAY2014	OKLA WATER RESOURCES/ BAN	Series 2008 Drinking Water (ORF-08-009-D	50-50-00-6714	\$56,477.00
		<b>Total WATER TREATMENT PLANT FUND</b>		<b>\$323,544.39</b>
JUNE2014	BANCFIRST 23025	Utility System and Sales Tax Revenue Note,	54-55-23-6714	\$24,208.00
JUNE2014	COMMUNITY STATE BANK 2287	Warren Cat Equipment - Front Loader Loan	54-56-12-6718	\$2,687.82
		<b>Total CAPITAL PROJECTS</b>		<b>\$26,895.82</b>
5280-14	WISE ELECTRIC COMPANY 222	WIND CONE REPAIR INVOICE #5280-14 W	98-98-00-6315	\$1,281.00
		<b>Total AIRPORT FUND</b>		<b>\$1,281.00</b>
JUNE2014	OKLAHOMA DEPARTMENT OF C	Spirit Wing Loan	99-99-00-6702	\$1,041.67
		<b>Total GUTHRIE INDUSTRIAL DEVELOPMENT</b>		<b>\$1,041.67</b>
		<b>Total All Funds</b>		<b>\$543,732.11</b>

**City of Guthrie**  
**A/P Claims List**  
 from 5/30/2014 to 5/30/2014

Invoice #	Vendor	Description	Account	Cost
0102729CM	SAM'S CLUB DIRECT COMMERC		01-01-00-6100	(\$15.00)
1690	SAM'S CLUB DIRECT COMMERC	Retirement Party, Coffee, and other supplies	01-01-00-6100	\$139.01
1690	SAM'S CLUB DIRECT COMMERC	Retirement Party, Coffee, and other supplies	01-01-00-6103	\$97.48
05192014	GOOCH-SMITH ELECTRIC(1279)	MISC WORK	01-01-00-6112	\$500.00
1690	SAM'S CLUB DIRECT COMMERC	Retirement Party, Coffee, and other supplies	01-01-00-6112	\$13.94
1690	SAM'S CLUB DIRECT COMMERC	Retirement Party, Coffee, and other supplies	01-01-00-6114	\$206.16
8128	CRAWFORD & ASSOCIATES,P.C.	Professional Services - Accounting and Cons	01-01-00-6330	\$4,883.75
1690	SAM'S CLUB DIRECT COMMERC	Retirement Party, Coffee, and other supplies	01-07-70-6114	\$126.19
1689	SAM'S CLUB DIRECT COMMERC	Food for 89er's Celebration - Police volunteer	01-07-70-6342	\$476.40
2034884	MICHAEL JOHNS 22895	WINGARTEN & GARRITY TRAINING - LUN	01-07-70-6343	\$5.00
		<b>Total GENERAL FUND</b>		<b>\$6,432.93</b>
1690	SAM'S CLUB DIRECT COMMERC	Retirement Party, Coffee, and other supplies	20-21-00-6114	\$141.58
POSTAGE1	USPS - UNITED STATES POSTAL	Postage	20-21-00-6309	\$2,000.00
POSTAGE2	USPS - UNITED STATES POSTAL	Postage	20-21-00-6309	\$1,000.00
1386	MID AMERICA HYDRO TECH (211	Chemicals	20-23-00-6104	\$622.01
2034811	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$3.60
837	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$7.80
845	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$4.80
850	GHM ENTERPRISES (1097)	Blanket for Laundry Service	20-24-00-6016	\$3.60
		<b>Total GPWA OPERATING FUND</b>		<b>\$3,783.39</b>
2034867	KRISTINE KUTAY 22918	Mileage reimbursement - Professional Develo	30-30-06-6541	\$282.91
		<b>Total GRANTS FUND</b>		<b>\$282.91</b>
5657	ADVANCE DOOR CONTROLS(20	HANDICAP DOOR OPERATOR AT HIGHLA	45-45-00-6531	\$1,550.00
		<b>Total HOTEL/MOTEL TAX FUND</b>		<b>\$1,550.00</b>
PAYOFF	OKLAHOMA STATE BANK (22069	10 WHEEL DUMP TRUCK LOAN 52860 PAY	54-56-12-6708	\$1,493.10
		<b>Total CAPITAL PROJECTS</b>		<b>\$1,493.10</b>
		<b>Total All Funds</b>		<b>\$13,542.33</b>

**City of Guthrie**  
**A/P Claims List**  
 from 5/29/2014 to 5/29/2014

Invoice #	Vendor	Description	Account	Cost
PR3884-1	AETNA - MIDDLETOWN 22051		01-00-00-2031	\$93.45
PR3891-1	AETNA - MIDDLETOWN 22051		01-00-00-2031	\$93.45
PR3884-1	AETNA HEALTHCARE 22795		01-00-00-2031	\$2,325.58
PR3891-1	AETNA HEALTHCARE 22795		01-00-00-2031	\$2,057.57
PR3884-1	AETNA - MIDDLETOWN 22051		01-00-00-2032	\$206.58
PR3891-1	AETNA - MIDDLETOWN 22051		01-00-00-2032	\$117.09
PR3884-1	AETNA HEALTHCARE 22795		01-00-00-2032	\$12,744.84
PR3891-1	AETNA HEALTHCARE 22795		01-00-00-2032	\$9,875.40
PR3884-1	AETNA HEALTHCARE 22795		01-00-00-2033	\$812.48
PR3891-1	AETNA HEALTHCARE 22795		01-00-00-2033	\$812.48
PR3884-1	AETNA HEALTHCARE 22795		01-00-00-2034	\$277.27
PR3891-1	AETNA HEALTHCARE 22795		01-00-00-2034	\$264.95
PR3884-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2062	\$177.12
PR3891-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2062	\$229.33
PR3884-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2063	\$34.81
PR3891-1	Y.M.C.A. OF GUTHRIE OKLAHOM		01-00-00-2063	\$41.34
<b>Total GENERAL FUND</b>				<b>\$30,163.74</b>
PR3884-1	AETNA - MIDDLETOWN 22051		09-00-00-2031	\$6.00
PR3891-1	AETNA - MIDDLETOWN 22051		09-00-00-2031	\$6.00
PR3884-1	AETNA HEALTHCARE 22795		09-00-00-2031	\$698.03
PR3891-1	AETNA HEALTHCARE 22795		09-00-00-2031	\$698.03
PR3884-1	AETNA - MIDDLETOWN 22051		09-00-00-2032	\$78.25
PR3891-1	AETNA - MIDDLETOWN 22051		09-00-00-2032	\$78.25
PR3884-1	AETNA HEALTHCARE 22795		09-00-00-2032	\$5,000.00
PR3891-1	AETNA HEALTHCARE 22795		09-00-00-2032	\$5,000.00
PR3884-1	AETNA HEALTHCARE 22795		09-00-00-2033	\$308.50
PR3891-1	AETNA HEALTHCARE 22795		09-00-00-2033	\$308.50
PR3884-1	AETNA HEALTHCARE 22795		09-00-00-2034	\$134.33
PR3891-1	AETNA HEALTHCARE 22795		09-00-00-2034	\$134.33
PR3884-1	Y.M.C.A. OF GUTHRIE OKLAHOM		09-00-00-2062	\$25.86
PR3891-1	Y.M.C.A. OF GUTHRIE OKLAHOM		09-00-00-2062	\$25.86
<b>Total FIRE/EMS FUND</b>				<b>\$12,501.94</b>
PR3884-2	AETNA - MIDDLETOWN 22051		20-00-00-2031	\$20.90
PR3891-2	AETNA - MIDDLETOWN 22051		20-00-00-2031	\$20.90
PR3884-2	AETNA HEALTHCARE 22795		20-00-00-2031	\$472.01
PR3891-2	AETNA HEALTHCARE 22795		20-00-00-2031	\$472.01
PR3884-2	AETNA - MIDDLETOWN 22051		20-00-00-2032	\$65.73
PR3891-2	AETNA - MIDDLETOWN 22051		20-00-00-2032	\$71.99
PR3884-2	AETNA HEALTHCARE 22795		20-00-00-2032	\$4,200.00
PR3891-2	AETNA HEALTHCARE 22795		20-00-00-2032	\$4,600.00
PR3884-2	AETNA HEALTHCARE 22795		20-00-00-2033	\$259.14
PR3891-2	AETNA HEALTHCARE 22795		20-00-00-2033	\$283.82
PR3884-2	AETNA HEALTHCARE 22795		20-00-00-2034	\$122.27
PR3891-2	AETNA HEALTHCARE 22795		20-00-00-2034	\$122.27
PR3884-2	Y.M.C.A. OF GUTHRIE OKLAHOM		20-00-00-2062	\$36.98
PR3891-2	Y.M.C.A. OF GUTHRIE OKLAHOM		20-00-00-2062	\$36.98
<b>Total GPWA OPERATING FUND</b>				<b>\$10,785.00</b>
PR3884-1	AETNA - MIDDLETOWN 22051		98-00-00-2032	\$3.13
PR3891-1	AETNA - MIDDLETOWN 22051		98-00-00-2032	\$3.13

**City of Guthrie**  
**A/P Claims List**  
from 5/29/2014 to 5/29/2014

Invoice #	Vendor	Description	Account	Cost
PR3884-1	AETNA HEALTHCARE 22795		98-00-00-2032	\$200.00
PR3891-1	AETNA HEALTHCARE 22795		98-00-00-2032	\$200.00
PR3884-1	AETNA HEALTHCARE 22795		98-00-00-2033	\$12.34
PR3891-1	AETNA HEALTHCARE 22795		98-00-00-2033	\$12.34
PR3884-1	AETNA HEALTHCARE 22795		98-00-00-2034	\$12.32
PR3891-1	AETNA HEALTHCARE 22795		98-00-00-2034	\$12.32
		<b>Total AIRPORT FUND</b>		<b>\$455.58</b>
		<b>Total All Funds</b>		<b>\$53,906.26</b>