



62nd City Council
Mayor Mark Spradlin
Ward I –John Wood, Trey Ayers **Ward II** – Jeff Taylor, Clarice Reandean
Ward III – Gaylord Z. Thomas, Sharyl Padgett

SPECIAL CITY COUNCIL MEETING WORKSHOP

Tuesday, December 16, 2014 at 6:00p.m.
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. State of the City address.
3. Community Announcements and Recognitions.
 - a. Recognition of City Volunteers.
 - b. Recognition of 2014 Outstanding Servant.
4. Adjournment.



62nd City Council
Mayor Mark Spradlin
Ward I - Trey Ayers, John Wood Ward II - Jeff Taylor, Clarice Reandau
Ward III - Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, December 16, 2014 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Consent Agenda.
All matters listed will be enacted by one motion unless a request is made for discussion by any 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 December 2, 2014 1
3. Adjournment.

CITY COUNCIL MEETING

62nd City Council
Tuesday, December 16, 2014, 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any council member or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the City Council Workshop Meeting held December 2, 2014..... 2
B. Consider approval of minutes of the Regular City Council Meeting held on December 2, 2014..... 4
C. Consider approval of minutes of the Finance Committee Meeting held November 25, 2014..... 7
D. Consider approval of Lease Agreement between the City of Guthrie and Queen of the Prairie Music Festival 9

E. Consider approval to lease 50 acres of minerals to Scout Land Services for \$250 an acre bonus, 3/16 royalty and 3 year term.....	16
F. Consider approval of Assignment of Lease for Hangar Space No. 4 to 8231 Tango Enterprises LLC in its entirety	17
3. Discussion and possible action on Resolution No. 2014-24, a resolution of support for Belmont Development, LLC	20
4. Discussion and possible action on Resolution No. 2014-25, a resolution of support for Cottonwood Village L.P.....	25
5. Discussion and possible action on the Finance Committee’s recommendation to proceed with rezoning the Guthrie Armory located at 724 E. Logan Ave.....	30
6. Discussion and possible action on Resolution No. 2014-26, defining allowable exceptions to the moratorium on new building permits outside of the 1972 Guthrie City Limits. .	31
7. Discussion and possible action on Resolution No. 2014-22, providing for 2015 Primary and General Elections of the City of Guthrie for the offices of Mayor and Council Members and naming voting precincts	34
8. Discussion and possible action on Oklahoma Department of Transportation (ODOT) offer to purchase Parcel 6 of City property for Project 21860(05), also known as the Cottonwood Creek Bridge (Viaduct) project.....	38
9. Discussion and possible action on Oklahoma Department of Transportation (ODOT) offer to purchase Parcel 40 of City property for Project 21860(05), commonly known as the Cottonwood Creek Bridge (Viaduct) project.....	52
10. Discussion and possible action on Oklahoma Department of Transportation (ODOT) offer to purchase Parcel 55, 71 of City property for Project 21860(05) also known as the Cottonwood Creek Bridge (Viaduct) project.....	66
11. City Manager’s Report	
12. Requests/comments from members of the City Council	
13. Adjournment.	

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

December 2, 2014

The regular meeting of the Guthrie Public Works Authority was posted on Wednesday, November 26, 2014, before 5:00 p.m. and held December 2, 2014, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Mark Spradlin.

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

Chairman Mark Spradlin called the meeting to order at 7:01 p.m.

Members Present: Mark Spradlin John Wood Trey Ayers
 Sharyl Padgett Gaylord Z. Thomas Jeff Taylor
 Clarice Reandean

Members Absent: None

Staff Present: Sereniah Breland Randel Shadid Kim Biggs
 Jim Ahlgren Maxine Pruitt Cyndi O
 Cody Mosley Eric Harlow Justin Heid
 Don Sweger Aaron Ryburn

Mayor Spradlin declared a quorum with all Trustees in attendance.

Community Announcements and Recognitions. None.

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held November 18, 2014.
- B. Consider approval of 2015 Calendar Year of the Schedule of Regular Meetings.

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

Aye: Spradlin, Wood, Ayers, Thomas, Padgett, Taylor, Reandean
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 7:02 p.m.

Kim Biggs, Secretary

Mark Spradlin, Chairman

MINUTES

CITY COUNCIL MEETING
Council Workshop
December 2, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Wednesday, November 26, 2014, before 5:00 p.m. and held December 2, 2014, in the Guthrie City Hall Third Floor Conference Room.

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

Members Present: Mark Spradlin John Wood Trey Ayers
 Sharyl Padgett Gaylord Z. Thomas Clarice Reandean

Members Absent: Jeff Taylor

Staff Present: Sereniah Breland Randel Shadid Kim Biggs
 Jim Ahlgren Maxine Pruitt Cyndi O
 Cody Mosley Justin Heid

Mayor Spradlin declared a quorum with six (6) Councilmembers in attendance.

Public Comments. None.

Discussion regarding support for tax subsidized housing developments. Economic Development Director, Cody Mosley, reviewed plans submitted by Belmont Development to renovate and construct a senior living development using the existing old Logan County Hospital. In an effort to apply for tax credits through the Oklahoma Housing Finance Agency (OHFA), Belmont Development requests a resolution of support from the City of Guthrie to construct their senior living development located at the intersection of N. 19th Street and W. Warner Avenue, Guthrie, Oklahoma.

Discussion regarding Lease Agreement for 80 acres. City Clerk, Kim Biggs, reviewed the current lease agreement with Mr. Alvin Graves which expires June 30, 2014. Mr. Graves requested an extension to his current lease due to the proposed agreement between GPWA/GIDA and Duit Construction for the lease of 8 acres (of the 80 acres he currently has leased) and also requested that the City Council consider bidding this property for a two year term in the future.

Councilmember Jeff Taylor present at 6:14 p.m.

Discussion regarding Lease Agreement for Queen of the Prairie Festival. Economic Development Director, Cody Mosley, stated that The Queen of the Prairie music festival has requested leasing the Cottonwood Flats as part of the concert activities on May 1st and 2nd, 2015. The Queen of the Prairie music festival is organized through local business Prairie Gothic, the host of the “Make Guthrie Weird” concert series, and will feature Americana music, including

artists Samantha Crain, JD McPherson, Parker Millsap, Whiskey Shivers, The Howlin' Brothers, Humming House, The Cactus Blossoms, Los Colognes, Daniel Romano, Andrew Combs, and more. Queen of the Prairie would like use of Cottonwood Flats for both the stage/performance area and for camping, similar to the use by the Oklahoma International Bluegrass Festival. The Queen of the Prairie hopes to attract as many as 10,000 visitors to Guthrie, and is expected to increase activity for local businesses. The Guthrie Convention and Visitor Bureau supports music festivals as a way to attract tourism.

Discussion regarding agenda items.

Consent Agenda, Item E. The Guthrie Police Department (GPD) was awarded JAG-LLE grant # CI-00082 in the amount of \$10,000. This money was awarded to help the department purchase thirteen (13) wearable digital video cameras and will be reimbursed to us by the State of Oklahoma by the grant. The remaining \$920 will be subtracted from the GPD budget. The purchase of this type of camera system will help officers to document actions and evidence in a much better fashion, resulting in less liability to the City and more effective prosecutions. Should this product not be carried on an Oklahoma state bid vendor list on or after January 1, 2015, the Chief of Police will solicit not less than three (3) written quotes and readdress the City Council for permission to proceed from there.

Consent Agenda, Item B. The yearly schedule for regular meetings for the Guthrie Transportation Authority included in the agenda packet was amended from monthly meetings to quarterly meetings as stated in the Trust Agreement.

Request for future items of discussion. None.

Adjournment. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:30 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

December 2, 2014

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Wednesday, November 26, 2014, before 5:00 p.m. and held December 2, 2014, in the Guthrie City Hall Council Chambers.

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

Members Present:	Mark Spradlin	John Wood	Trey Ayers
	Sharyl Padgett	Gaylord Z. Thomas	Jeff Taylor
	Clarice Reandeu		

Members Absent: None

Staff Present:	Sereniah Breland	Randel Shadid	Kim Biggs
	Jim Ahlgren	Maxine Pruitt	Cyndi O
	Cody Mosley	Eric Harlow	Justin Heid
	Don Sweger	Aaron Ryburn	

Mayor Spradlin declared a quorum with all Councilmembers in attendance.

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

- A. Consider approval of minutes of the Regular City Council Meeting held on November 18, 2014.
- B. Consider approval of 2015 Calendar Year of the Schedule of Regular Meetings.
- C. Consider approval of the FY2015 Airport Improvement Project with the Oklahoma Aeronautics Commission (OAC) to utilize a \$245,000 Federal Grant with a 10% Sponsor match and authorize the OAC to perform contractor selection.
- D. Consider approval to authorize the Mayor to sign all award documents accepting the Justice Assistance Grant-Local Law Enforcement (JAG-LLE) Award No. CI-00082 through the grants.ok.gov website.
- E. Consider approval of authorizing City staff to purchase thirteen (13) wearable digital video systems from a valid Oklahoma state bid on or after January 1, 2015, in accordance with all guidelines set forth in JAG-LLE Award No. CI-00082.
- F. Consider approval of the Highland Park House Occupancy Agreement between the City of Guthrie and the Guthrie Police Chief, as recommended by the Guthrie Park Board.

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

Aye: Spradlin, Wood, Ayers, Thomas, Taylor, Padgett, Reandeu
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Planning Commission Appointment. Motion by Vice Mayor Wood, seconded by Councilmember Taylor, moved approval of appointing Joe Coffin to the Planning Commission. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Thomas, Taylor, Padgett, Reandean
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Appointment of one Council Member to the Guthrie Transportation Authority. Motion by Councilmember Taylor, seconded by Vice Mayor Wood, moved approval of appointing Councilmember Reandean to the Guthrie Transportation Authority. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Thomas, Taylor, Padgett, Reandean
Nay: None

Mayor Spradlin declared the motion carried unanimously.

City Manager's Report. Special thanks to Cherie Gordon and the Territorial Christmas Committee for the outstanding job on Saturday with the parade and the lighting of the Christmas tree. Reminded citizens to shop local --- the City's Facebook includes information about holiday businesses open for the season.

Requests/comments from members of the City Council. Announced upcoming community events including the Victorian Walk from 5:00 p.m. to 9:00 p.m. on December 6 and 13, 2014 and the Kiwanis Auction on December 13 from 10:00 a.m. until 7:00 p.m.

Executive Session. Motion by Councilmember Taylor, seconded by Vice Mayor Wood, moved 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 City Council and its Attorney concerning a pending investigation or claim (Mark Bruning).
- B. 307(B)(4) for the purpose of discussing confidential communications between City Council and its Attorney concerning a pending investigation or claim (Logan County Rural Water District No. 1).

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

Aye: Spradlin, Wood, Ayers, Thomas, Taylor, Padgett, Reandean
Nay: None

Mayor Spradlin declared the motion carried unanimously at 7:10 p.m. Attending Executive Session were Mayor Spradlin, Vice Mayor Wood, Councilmembers Ayers, Thomas, Taylor, Padgett and Reandean, City Manager Breland, City Attorney Shadid, Human Resources Director Jim Ahlgren, and Labor Attorney Tony Puckett.

Reconvene. Mayor Spradlin reconvened the Guthrie City Council Meeting at 8:33 p.m. and stated no action was taken in Executive Session.

Consider action regarding Mark Bruning. Motion by Vice Mayor Wood, seconded by Councilmember Reandeau, moved to deny the reinstatement of Mark Bruning. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Thomas, Taylor, Padgett, Reandeau
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Consider action regarding City Manager. Motion by Vice Mayor Wood, seconded by Councilmember Taylor, moved approval to renew Sereniah Breland's contract effective October 1, 2014 and adopt Addendum 1 as part of the contract. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Thomas, Taylor, Padgett, Reandeau
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Adjourn. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 8:35 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING
Finance Committee

November 25, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, November 21, 2014 before 5:00 p.m. and held on Tuesday, November 25, 2014 in the Guthrie City Hall, Third Floor, City Manager's Office.

Committee Member Ayers called the meeting to order at 5:04 p.m.

Finance Committee Members Present: Trey Ayers Sharyl Padgett John Wood

Finance Committee Members Absent: None

City Council Present: None

City Council Absent: Mark Spradlin Gaylord Z. Thomas Jeff Taylor
 Clarice Reandeau

Staff Present: Sereniah Breland Kim Biggs Cody Mosley

Committee Member Ayers declared a quorum with all committee members in attendance.

Discussion and possible action of appointing a committee member as Chairman of the Finance Committee. Motion by Committee Member Wood, seconded by Committee Member Padgett, moved to appoint Trey Ayers as Chairman of the Finance Committee. A roll call was taken.

Aye: Ayers, Padgett, Wood

Nay: None

Chairman Ayers declared the motion carried unanimously.

Discussion and possible action regarding the development of a sales tax proposition. City Manager Breland reviewed the items in the packet including the sales tax breakdown:

- City 3%, County Sales Tax .75% (Jan. 1, 2015), State 4.5% for a total in January of 8.25%
- Based on FY14 Revenue of \$4,760,249.94, 1% equals \$1,586,749.98, .5% = \$793,374
- Build subcommittee to give us a list of priority projects over 5 years, not counting WasteWater, Roads, and internal needs. Show the community that we listened and now have decreased the percent, identified projects, set a sunset, and will pay debt. Potential projects:
 - a. Splash Pad
 - b. Disc Golf
 - c. Ball Fields
 - d. Beautification
 - e. Trails/Sidewalks
 - f. Dog Park

- Volunteer committee establishes order of projects – Begin meeting in January, led by Rate and Fee Committee
- Council Resolution by April 9th, 2015, Election on June 9th, 2015
- .5% for City Capital Improvement Projects/Debt Service
- .5% for GPS Facilities and Technology, 5 year sunset

Motion by Committee Member Padgett, seconded by Committee Member Wood, moved to authorize the City Manager to further discuss this item with the Citizens Rate and Fee Advisory Committee and schedule a joint workshop with the City Council, Citizens Rate and Fee Advisory Committee, and Board of Education. A roll call was taken.

Aye: Ayers, Padgett, Wood

Nay: None

Chairman Ayers declared the motion carried unanimously.

Discussion and possible action of establishing a Capital Improvement Projects Fee to be applied to all utility bills. No action.

Discussion and possible action regarding Hotel/Motel Tax. No action.

Discussion and possible action regarding a lease agreement with Level OPS for the Armory building. No action.

Adjournment. There being no further business for the Committee, Chairman Ayers declared the meeting adjourned at 7:05 p.m.

Kim Biggs, City Clerk

Trey Ayers, Finance Committee Chairman



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

December 16, 2014

Contact

Cody Mosley,
Community & Economic
Development Director

Agenda Item

Consider approval of Lease Agreement between the City of Guthrie and Queen of the Prairie Music Festival.

Summary

The Queen of the Prairie music festival has requested a lease of the Cottonwood Flats as part of the concert activities on May 1st, and 2nd, 2015. The Queen of the Prairie music festival is organized through local business Prairie Gothic, the host of the "Make Guthrie Weird" concert series, and will feature Americana music, including artists Samantha Crain, JD McPherson, Parker Millsap, Whiskey Shivers, The Howlin' Brothers, Humming House, The Cactus Blossoms, Los Colognes, Daniel Romano, Andrew Combs, and more. Queen of the Prairie would like use of Cottonwood Flats for both the stage/performance area and for camping, similar to the use by the Oklahoma International Bluegrass Festival.

The Queen of the Prairie hopes to attract as many as 10,000 visitors to Guthrie, and is expected to increase activity for local businesses.

The Guthrie Convention and Visitor Bureau supports music festivals as a way to attract tourism.

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

Supporting documents attached

- Lease Agreement between the City of Guthrie and Queen of the Prairie Music Festival

Recommendation

Approve the Lease Agreement between the City of Guthrie and Queen of the Prairie Music Festival.

Action Needed Public Hearing Motion Emergency Clause

LEASE AGREEMENT

THIS AGREEMENT, made by and between the CITY OF GUTHRIE, OKLAHOMA, a municipal corporation, Lessor, hereinafter the "CITY," and the QUEEN OF THE PRAIRIE FESTIVAL, Lessee, hereinafter the "FESTIVAL."

WHEREAS, the CITY is interested in expanding tourism and economic development and wishes to develop and make available certain properties owned by the CITY, hereinafter the "PREMISES," that are suitable for use by the FESTIVAL; and

WHEREAS, the FESTIVAL desires to host the Queen of the Prairie Festival, hereinafter the "EVENT," within the CITY, due to the historical appeal of the area, the spirit of cooperation and assistance expressed, and the quality of existing facilities available; and

WHEREAS, the parties wish to agree in advance on the terms and conditions of a Lease.

NOW, THEREFORE, for and in consideration of the mutual promises, covenant and conditions set forth herein, the CITY and the FESTIVAL agree that:

I. TERM AND RENEWAL

The term of the lease shall be the first weekend in May unless otherwise agreed upon by both parties. The LEASE shall automatically renew for substantially the same period and duration in each of the subsequent years. If the CITY ever fails or refuses to appropriate funds sufficient to satisfy its obligations under the LEASE, or if the FESTIVAL elects to hold the EVENT outside the CITY, then this LEASE shall terminate without the requirement of notice to either party and there shall be no further obligation for either party to abide by the covenants, terms, requirements or conditions herein stated.

II. PREMISES

The CITY, in consideration of the obligation of FESTIVAL to pay the sums as provided in the LEASE, and in consideration of the other terms, provisions and covenants hereby leases to the FESTIVAL the PREMISES described in Exhibit "A" attached hereto and incorporated herein by reference. The FESTIVAL agrees that at the end of each EVENT, it shall deliver the PREMISES to the CITY in the same condition as it was at the inception of the LEASE, normal wear and tear excepted.

The CITY acknowledges that the FESTIVAL intends to utilize the PREMISES described in Exhibit "A" for the operation of a campground with both electrical hook-ups for recreational vehicles and unimproved or tent camping sites. In addition to camping use, the campground portion of said PREMISES, hereinafter the "CAMPGROUND," will contain performing stages, festival parking, portable restroom and shower facilities, concessions and support facilities. The CITY further acknowledges that the FESTIVAL intends to utilize the PREMISES described in

Exhibit "A" for parking, food, crafts and exhibit areas, hereinafter collectively the "EXHIBIT AREAS."

The CITY agrees to use its best efforts to obtain permissive use of private properties within the perimeter of the CAMPGROUND for the benefit of the FESTIVAL, or to identify and isolate said properties so as to prevent the inadvertent and unapproved use of the same by the FESTIVAL. The CITY shall advise the FESTIVAL as far in advance as possible of how it intends to handle the use or isolation of private properties.

The CITY agrees it will arrange for the use of parking areas and street closures identified in Exhibit "A" for the benefit of the FESTIVAL as is necessary and prudent, at no expense to the FESTIVAL.

III. RENT AND RECOVERABLE COSTS

As rental for the use of the PREMISES, in addition to the other things required of the FESTIVAL, the FESTIVAL agrees to pay the City, for each yearly EVENT, \$500 for use of electricity. The FESTIVAL shall remit the rental provided herein, or so much of it that may be due after adjustments allowed in Part VI, and all other charges due under this LEASE, to the CITY no later than thirty (30) days after the close of the EVENT.

If the Event is canceled for any reason not the fault of the FESTIVAL and which is not covered by event insurance, neither the CITY nor the FESTIVAL shall be responsible to the other party for costs spent in preparation or fulfillment of the EVENT. If the EVENT is canceled for any other reason, the CITY shall be entitled to recover from FESTIVAL those reasonable costs incurred in connection with the services provided exclusively for the benefit of the FESTIVAL.

IV. IMPROVEMENTS TO PREMISES

The CITY agrees that the FESTIVAL may install improvements upon the PREMISES. The FESTIVAL agrees that prior to commencing any construction or installation of any improvements, it shall furnish the CITY with a site plan showing the type and location of facilities. The location of all improvements shall be subject to approval by the CITY, provided that said approval shall not be unreasonably withheld. The approved site plan shall be incorporated into this LEASE and identified as Exhibit "A" hereto.

Any improvements installed upon the PREMISES by the FESTIVAL, its employees, agents or contractors, shall remain the property of the FESTIVAL, subject to the provisions herein. Upon the termination of this LEASE, regardless of cause, the FESTIVAL shall, at its sole cost and expense, remove such improvements within a reasonable time. In the alternative, the parties may agree in writing that some or all of the improvements may remain on the PREMISES for use during future events. Should it become necessary for the CITY to direct the removal of some or all of the improvements, and should the FESTIVAL fail or refuse to remove the same within the time limits directed by the CITY, then such improvements shall become the property of the

CITY. The FESTIVAL agrees to immediately reimburse the CITY for the cost or expense incurred in removing or having removed such improvements.

Except as provided in Part V of this LEASE, the CITY shall install, have installed, provide or maintain, at its expense, the following improvements or services to the PREMISES described in Exhibit "A":

- a) Adequate water distribution and hydrants in the CAMPGROUND.
- b) In cooperation with Oklahoma Gas and Electric Company, an adequate electrical supply and the use of group RV electrical distribution centers which the CITY intends to install in the CAMPGROUND.
- c) A location where lessee can place porta units near CAMPGROUND.

V. CHARGES FOR SERVICE

All monies collected by the FESTIVAL arising out of the EVENT conducted on the leased PREMISES, including but not limited to camping fees, concession fees or other charges or sources of income not otherwise specified in said LEASE, shall belong to the FESTIVAL. It is expressly agreed that the rent paid to the CITY as provided in Part III of said LEASE shall be in lieu of all charges and fees for water consumption for the CAMPGROUND and includes payment for use of the land and improvements. The FESTIVAL shall remit payment for all charges and fees for electrical consumption for the CAMPGROUND directly to CITY. FESTIVAL is responsible for all electricity costs up to \$2,000. Charges for solid waste services within the CAMPGROUND shall be the responsibility of the FESTIVAL.

The CITY reserves the right to charge the end users for all other services, including but not limited to sanitary sewer service, consumed on the PREMISES or at any such location where the CITY deems it appropriate to provide the service, and to collect and retain all charges and fees.

VI. RISK AND EFFECT OF FLOODING TO CAMPGROUND

The CITY hereby advises the FESTIVAL, and the FESTIVAL acknowledges, that the PREMISES described in Exhibit "A," including the CAMPGROUND, are located within the flood plain of Cottonwood Creek and are subject to periodic flooding. In the event of flooding prior to the LEASE term or any renewal thereof which inundates, damages or alters the CAMPGROUND such that it is not useable for its intended purpose, then in that case both the CITY and the FESTIVAL shall be relieved of their respective obligations to perform under this LEASE as to said CAMPGROUND. All other provisions of this LEASE shall continue in full force and effect. In the event of flooding during the LEASE term, the CITY may, in its sole discretion and judgment, order the FESTIVAL to vacate part or all of the CAMPGROUND, and upon receipt of said order, the FESTIVAL shall cooperate with the appropriate authorities to have all persons and personal property removed from the CAMPGROUND. In that case, the CITY promises and affirms to the FESTIVAL to use its best efforts to provide alternative

locations for use as temporary camping facilities for the EVENT, if the FESTIVAL does not cancel the EVENT. Alternative locations may include, but shall not be limited to, municipal parks and other CITY owned properties which the CITY deems appropriate for use.

VII. INDEMNIFICATION AND INSURANCE

The FESTIVAL agrees to indemnify the CITY, its agents and employees from any injury to persons or damage to property of whatsoever nature and howsoever caused arising out of the condition of the CAMPGROUND, or the FESTIVAL'S use and occupancy of the PREMISES, including but not limited to the construction, operation or removal of any of the improvements or facilities installed by the FESTIVAL. The FESTIVAL agrees to save and hold the CITY harmless from any liability, judgments, causes of action, loss, expense or claims, including attorneys' fees, arising out of any such injury or damage.

The FESTIVAL shall, at its sole expense, keep in effect during the term of this LEASE the following insurance, in occurrence form, with an insurance company or companies authorized to do business in the State of Oklahoma:

- a) One Hundred Thousand Dollars (\$100,000.00) for any claim for bodily injury arising out of a single act, accident or occurrence; and
- b) One Million Dollars (\$1,000,000.00) for any number of claims for bodily injuries arising out of a single occurrence or accident; and
- c) Twenty-five Thousand Dollars (\$25,000.00) for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident or occurrence.

The FESTIVAL shall furnish to the CITY a certificate of insurance coverage showing compliance with the terms of this Part, and providing for not less than ten (10) days notice to the CITY of cancellation or modification of the terms of coverage.

Each year, prior to occupancy of the leasehold, an inspection shall be done by a mutually agreed inspector selected by the CITY and the FESTIVAL. In the event of the discovery of a defect or hazard, if any, the CITY shall have ten (10) days within which to fix the defect or hazard, save those of a trivial, open and obvious nature.

The FESTIVAL may, but is not required, to obtain event insurance to protect the FESTIVAL from cancellation of the EVENT due to natural disaster or unforeseeable circumstances. Said insurance shall be paid for by the FESTIVAL.

VII. OTHER ASSURANCES AND CONDITIONS

The FESTIVAL agrees to cause itself and its employees, contractors, subcontractors, agents and volunteers to comply at all times during the term of this LEASE or any renewal thereof with all applicable federal, state and local laws, including environmental laws and regulations, and to avoid using the PREMISES in any manner that would constitute waste or nuisance. The

FESTIVAL shall not permit open fires within the CAMPGROUND unless a Burn Permit has been secured from the Guthrie Fire Department.

The CITY retains the right to enter the PREMISES at any time to assess compliance with the terms of this LEASE.

CITY personnel and vehicles shall at all times have unrestricted ingress and egress to the PREMISES for the purposes of protecting or preventing damage to its real or personal property or infrastructure, or for providing services to the EVENT or its patrons.

In the event the FESTIVAL fails to comply with the ordinances of the City of Guthrie or the provisions of this LEASE, or fails or neglects to maintain the PREMISES as required, the CITY may terminate this LEASE upon giving written notice of noncompliance to the FESTIVAL and a reasonable time which to remedy the noncompliance.

The FESTIVAL agrees to provide the volunteers, employees or workers sufficient to conduct the EVENT on the PREMISES. The CITY agrees to provide the employees or workers sufficient time to fulfill its obligations under this LEASE.

The FESTIVAL may enter into agreements with other parties for the installation of improvements and facilities, for the operation of concessions, for providing sanitary and restroom facilities and for other services deemed necessary or desirable by the FESTIVAL. Neither the permission granted herein to enter such agreements or arrangements, nor the instruments themselves, shall operate to release the FESTIVAL from any of its obligations under said LEASE.

The FESTIVAL shall not discriminate against persons or vendors on the basis of race, color, religion, sex, national origin, age or disability in admission to, or participation in, the activities of the EVENT.

This LEASE shall not be assigned by the FESTIVAL without the prior written consent of the CITY.

IX. NOTICE

Whenever notice is to be given under the terms of this LEASE, or payments are to be made, said notice or payment shall be deposited first-class, postage paid, with the United States Postal Service, and addressed to the following:

For the CITY:

City of Guthrie
101 N. Second Street
P.O. Box 908
Guthrie, OK 73044-0908

City Clerk

For the FESTIVAL: Prairie Gothic, LLC
118 S. Second St.
Guthrie, OK 73044

IN WITNESS WHEREOF, the parties have caused the execution of this LEASE in the name and on behalf of their respective entities this ____ day of _____, 201__.

ATTEST: (seal)

For FESTIVAL:

Secretary

President



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

December 16, 2014

Contact

Randel Shadid,
City Attorney

Agenda Item

Consider approval to lease 50 acres of minerals to Scout Land Services for \$250 per acre bonus, 3/16 royalty, 3 year term.

Summary

Provides revenue for the City of Guthrie.

Funding Expected X Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 01-00-00-5459 Amount \$12,500
Legal Review N/A X Required Completed Date: 12/11/2014

Supporting documents attached

Recommendation

Approve leasing 50 acres of minerals to Scout Land Services.

Action Needed Public Hearing X Motion Emergency Clause



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: December 16, 2014, Contact: Justin Heid, Airport Manager

Agenda Item

Consider approval of Assignment of Lease for Hangar Space No. 4 to 8231 Tango Enterprises LLC. in its entirety.

Summary

Mr. Brian Gregg wishes to sell Hangar Space No. 4, and the associated land lease with the city. Mr. Gregg is the current owner and land lease holder of Hangar Space No. 4, which was originally leased on February 1, 1997. 8231 Tango Enterprises LLC. desires to purchase the hangar under the current lease requirements for Hangar Space No. 4, and with consent, will have the lease in its entirety assigned to 8231 Tango Enterprises LLC..

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number, Amount, Legal Review: N/A, X Required, Completed Date: Dec. 9, 2014

Supporting documents attached

- Lease Assignment for Hangar Space No. 4

Recommendation

Approve Assignment of Lease for Hangar Space No. 4 to be assigned to 8231 Tango Enterprises LLC.

Action Needed: Public Hearing, X Motion, Emergency Clause

ASSIGNMENT OF LEASE

WHEREAS, Brian Gregg entered a property lease for hangar site No. 4 with the City of Guthrie dated February 1, 1997; and

WHEREAS, 8231 Tango Enterprises LLC. has acquired full ownership of the hangar and lease above dated; and

WHEREAS, the lease in its entirety has been assigned to 8231 Tango Enterprises LLC. subject to the consent of the City of Guthrie, Oklahoma.

It is this day agreed by and consented to by the City of Guthrie, Oklahoma that the above lease from and after approval hereof be assigned in its entirety to 8231 Tango Enterprises LLC.. From the time of approval by the Guthrie City Council and execution of this consent by the Mayor of the City of Guthrie, Oklahoma the hangar shall forthwith be in the name of 8231 Tango Enterprises LLC..

Executed this 16th day of December, 2014 after approval of the consent was voted on in open meeting by the Guthrie City Council.

"LESSOR"
The City of Guthrie

ATTEST: (Seal)

City Clerk

by: _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

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

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

My Commission Expires:

Notary Public



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

December 16, 2014

Contact

Cody Mosley,
Community & Economic
Development Director

Agenda Item

Discussion and possible action on Resolution No 2014-24, a resolution of support for Belmont Development, LLC.

Summary

In an effort to apply for tax credits through the Oklahoma Housing Finance Agency (OHFA), Belmont Development requests a resolution of support from the City of Guthrie to construct their senior living development located in the "Old Logan County Hospital" at the intersection of N. 19th Street and W. Warner Avenue, Guthrie, Ok.

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

Supporting documents attached:

- Resolution No. 2014-24
- Notice of intent to apply to OHFA from Belmont Development

Recommendation

Approve Resolution No. 2014-24.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2014-24

WHEREAS, Belmont Development LLC, is proposing to construct a fifty-two (52) unit housing development to be located in the limits of the City of Guthrie on a parcel located at North 19th Street and West Warner Ave; and

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

WHEREAS, the City of Guthrie supports the proposed project.

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 the initial passage provided that no major changes are made to the proposed development.

Mark Spradlin, Mayor

Kim Biggs, City Clerk

Approved as to Form:

Randel Shadid, City Attorney

December 4, 2014



Mayor Mark Spradlin
City of Guthrie
P.O. Box 908
Guthrie, OK 73044

Re: Notice to Elected Officials

Belmont Development Company, LLC (or its assigns), Applicant, will submit an application to the Oklahoma Housing Finance Agency (OHFA) to obtain tax credits on the acquisition and substantial rehabilitation and new construction of a proposed development, the name of which will be Benedictine Estates. Said development will be for seniors and is proposed to be located at the intersection of N. 19th Street and W. Warner Avenue in Guthrie, OK 73044 (more commonly known as the site of the Old Logan County Hospital).

The proposed development will also be funded in part through the utilization of Historic Tax Credits under the guidelines of the Oklahoma State Historical Preservation Office.

There will be a total of 50 units in the development:

Of this total, 100% will be rent and Income restricted units.

OHFA Trustees will consider this application at OHFA's May, 2015 Trustees meeting. Trustee meeting dates can be found on OHFA's website, www.ohfa.org.

Any questions regarding this application may be directed to Corey Farmer at 119 N. Robinson, Oklahoma City, OK 73102. (phone 405-604-5074, fax 405-604-5092, email cfarmer@belmontmgmt.net).

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

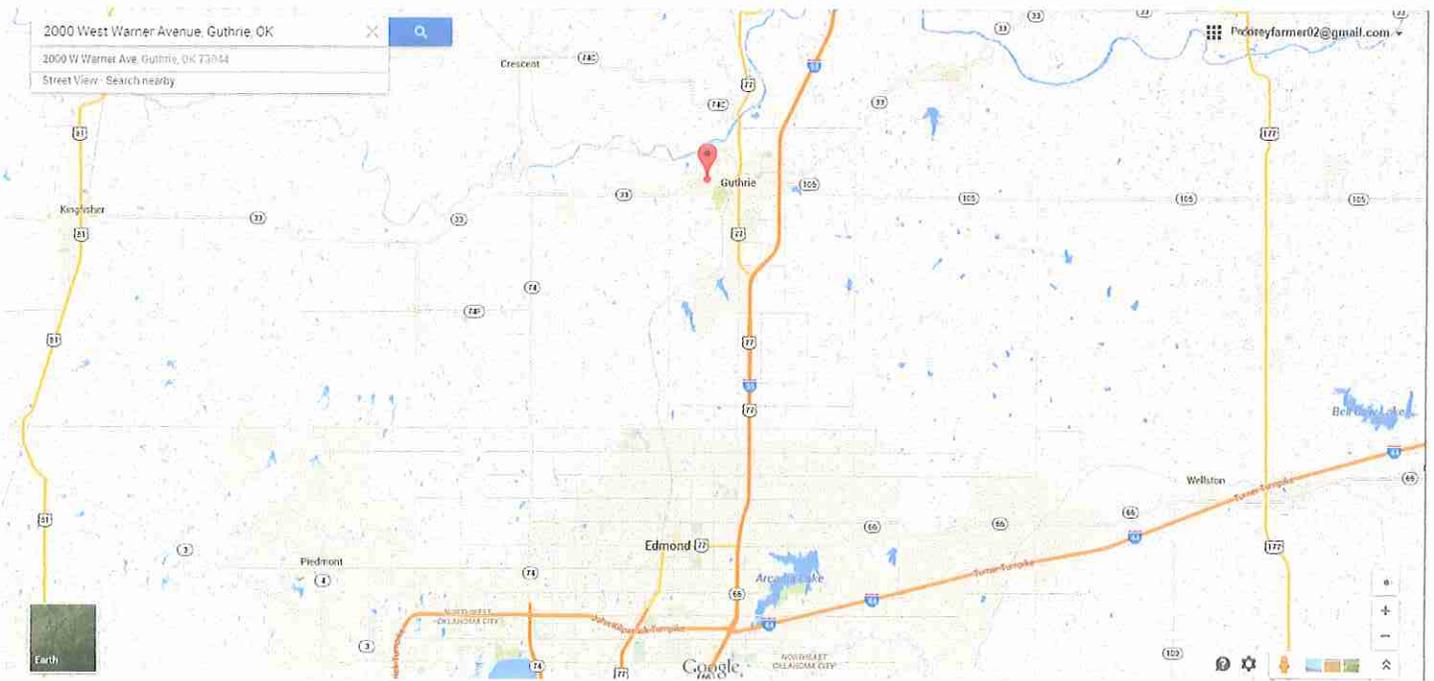
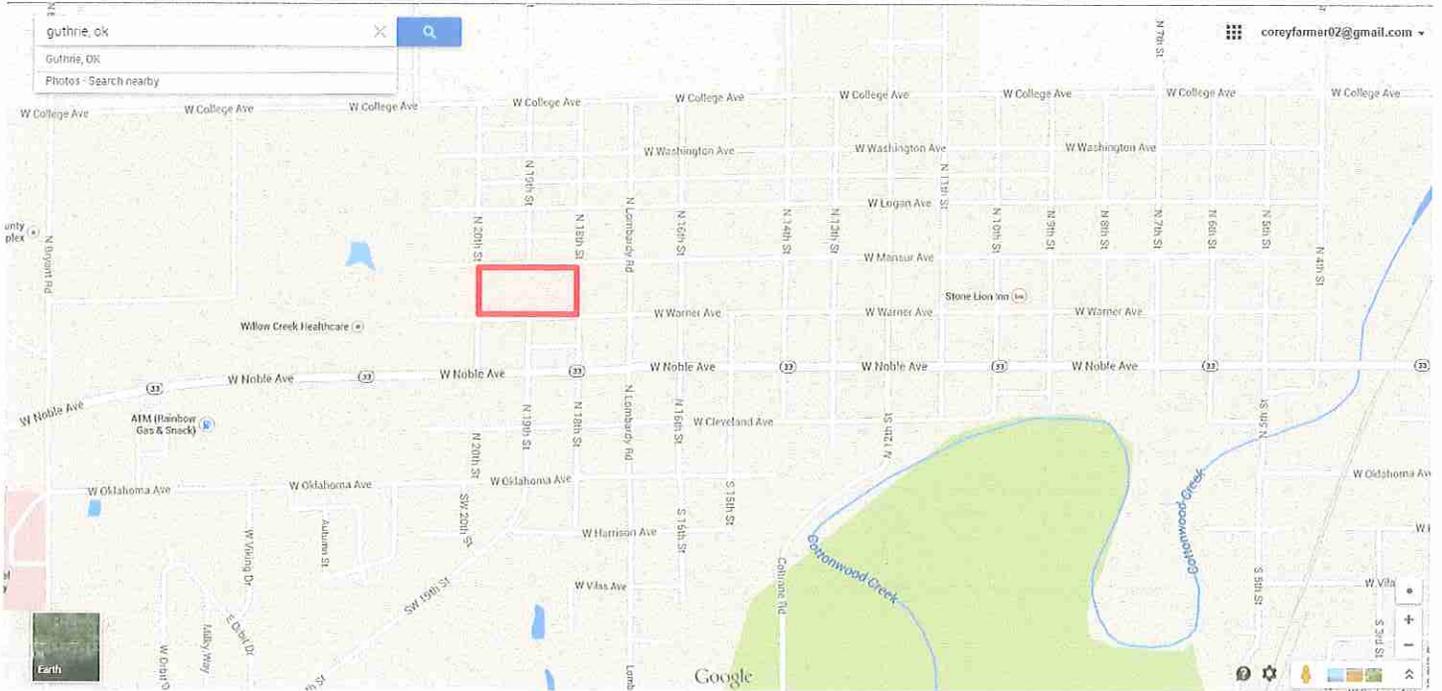
Sincerely,

Corey Farmer
Vice President of Development

Enclosure: Location Map

Corporate Office
119 North Robinson, Suite 130 • Oklahoma City, OK 73102
Office: 405.604.5074 • Fax: 405.604.5092

Benedictine Estates
N. 19th Street and W. Warner Avenue in Guthrie, OK 73044
(more commonly known as the site of the Old Logan County Hospital)





Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

December 16, 2014

Contact

Cody Mosley,
Community & Economic
Development Director

Agenda Item

Discussion and possible action on Resolution No 2014-25, a resolution of support for Cottonwood Village L.P.

Summary

In an effort to apply for tax credits through the Oklahoma Housing Finance Agency (OHFA), Cottonwood Village L.P. requests a resolution of support from the City of Guthrie to construct their senior living development located near Academy Road & Owen Park Boulevard.

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

Supporting documents attached:

- Resolution No. 2014-25
- Notice of intent to apply to OHFA from Gateway Companies/Cottonwood Village

Recommendation

Approve Resolution No. 2014-25.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2014-25

WHEREAS, Cottonwood Village, L.P., is proposing to construct a fifty (50) unit housing development to be located in the limits of the City of Guthrie on a parcel located east of Academy Road, near the intersection of Owen Park Boulevard; and

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

WHEREAS, the City of Guthrie supports the proposed project.

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 the initial passage provided that no major changes are made to the proposed development.

Mark Spradlin, Mayor

Kim Biggs, City Clerk

Approved as to Form:

Randel Shadid, City Attorney

December 2, 2014

Mayor Mark Spradlin
101 N. Second Street
Guthrie, OK 73044

RE: OHFA Application in Guthrie

Dear Mayor Spradlin:

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

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

OHFA Trustees will consider this application at OHFA's May, 2015 Trustees meeting. Trustee meeting dates can be found on OHFA's website, www.ohfa.org.

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

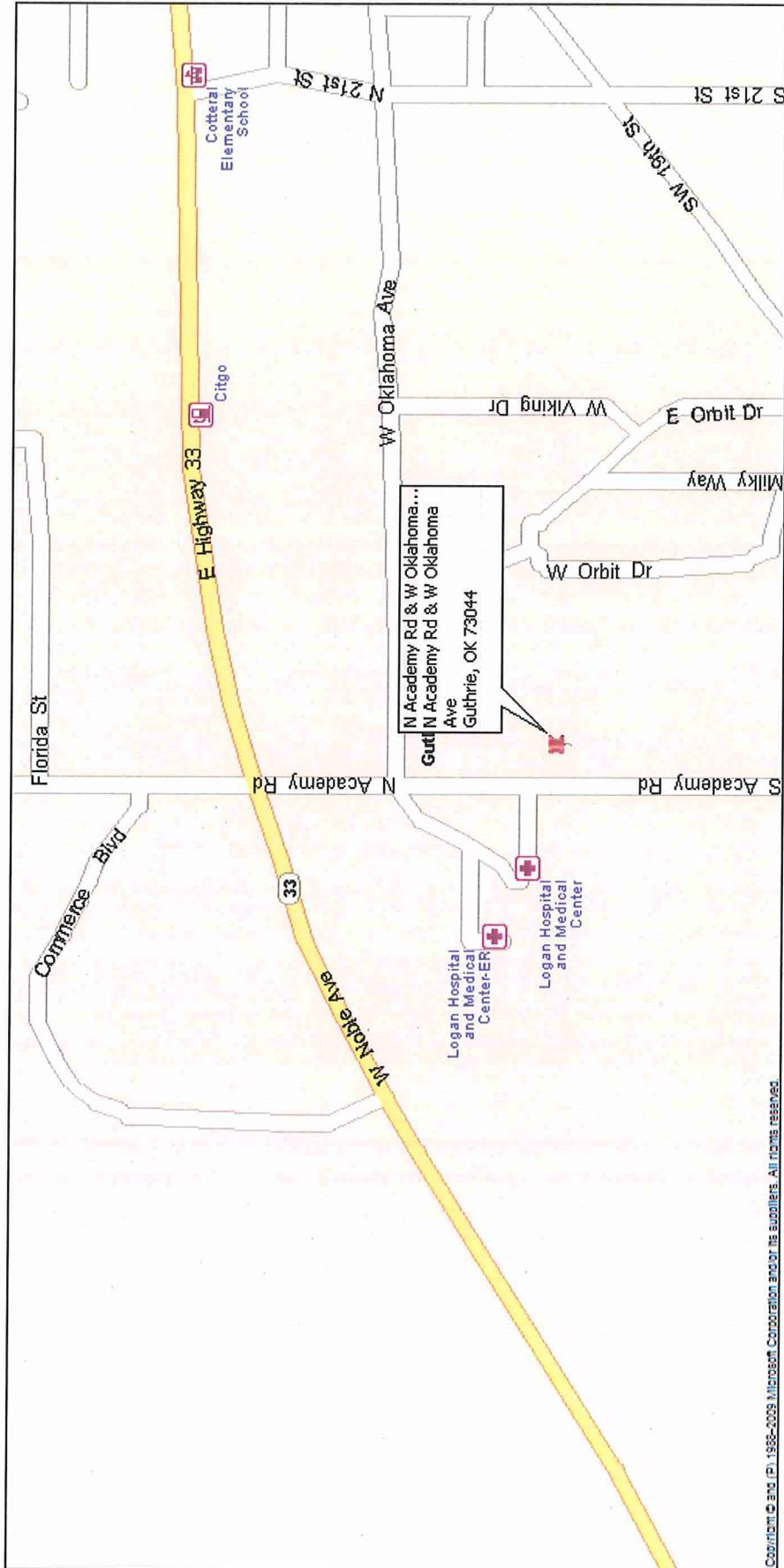
For information regarding the hearing of the application, contact Darrell Beavers, Housing Development Team Manager, OHFA, P.O. Box 26720, Oklahoma City, OK 73126-0720, (405) 419-8261, darrell.beavers@ohfa.org

Sincerely,



Allan Rappuhn

Cottonwood Village
Guthrie, OK



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Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	December 16, 2014	Sereniah Breland c/o: Finance Committee

Agenda Item

Discussion and possible action regarding Finance Committee’s recommendation to proceed with rezoning the Guthrie Armory located at 724 E. Logan Ave.

Summary

The Guthrie Armory located at 724 E. Logan Ave. is currently in a residentially zoned area (R-1 Single Family Dwelling). The City of Guthrie has been approached by a private company to lease the armory for purposes of operating a for-profit business. In order allow the business a presence at the armory, based on the nature of the business, the location would need to be rezoned. A public hearing will be held, and notification will be provided to citizens within 300 feet of the property, to meet State guidelines. The location would require a zoning designation as an I-1 (Industrial) use.

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

Supporting documents attached

Recommendation

Allow staff to proceed with rezoning process for Guthrie armory located at 724 E. Logan Ave.

Action Needed Public Hearing Motion Emergency Clause



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

December 16, 2014

Contact

Sereniah Breland,
City Manager

Agenda Item

Discussion and possible action on Resolution No. 2014-26, defining allowable exceptions to the moratorium on new building permits outside of the 1972 Guthrie City Limits.

Summary

Resolution No. 2014-26 provides the action item for the decision made Tuesday, December 6th, 2014 to cease the issuance of building permits outside the 1972 Guthrie City Limits.

Funding Expected Revenue Expenditure x N/A

Budgeted Yes No x N/A

Account Number Amount

Legal Review N/A Required Completed Date: 10/11/2014

Supporting documents attached

- Resolution No. 2014-26

Recommendation

Approve Resolution No. 2014-26.

Action Needed Public Hearing X Motion Emergency Clause

**RESOLUTION NO. 2014-26
ON BUILDING PERMIT MORATORIUM**

WHEREAS, the City Council of the City of Guthrie is informed that Rural Water and Sewer District No. 1, Logan County (“Logan-1”), threatens additional litigation against the City of Guthrie and its Public Works Authority (“City”) based upon 7 U.S.C. § 1926(b) for water customers which are outside of the City’s 1972 corporate municipal boundaries and within Logan-1’s state-law geographic territory. Accordingly, this Council enacted a moratorium on new building permits requiring water service outside of the City’s 1972 corporate municipal boundaries to avoid litigation. The Council now desires to clarify the moratorium’s application herein.

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

Section 1. The City through its management and staff shall not issue any new building permit for buildings requiring potable water service on land situated within the present City municipal corporate limits but outside of the City’s 1972 limits, unless any of the following can be shown to the City Manager’s satisfaction:

1. The property to be served is outside Logan-1’s state-law geographic territory or has been previously released from Logan-1’s territory.
2. The person requesting a building permit requiring water is able to obtain potable water service from Logan-1, or from some other source (such as well water to the extent legally permitted).
3. Logan-1’s board of directors enacts a resolution allowing for a person requesting a building permit requiring water to obtain potable water service from the City, and relieving the City and Authority from any liability for any potential violation of 7 U.S.C. § 1926(b).
4. An order of a Court of competent jurisdiction allows the City to provide potable water service without incurring liability for any potential violation of 7 U.S.C. § 1926(b).
5. The City reaches an agreement with Logan-1 which allows the City to provide water potable service without incurring liability for any potential violation of 7 U.S.C. § 1926(b).

Section 2. If any one or more of the sections, sentences, clauses or parts of this ordinance shall for any reason be held invalid, the invalidity of such section, sentence, clause or part shall not affect or prejudice in any way the applicability and validity of any other section, sentence, clause or provision of this resolution.

PASSED AND APPROVED this _____ day of December 2014.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting December 16, 2014	Contact Kim Biggs City Clerk/Treasurer
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Agenda Item

Consider approval of Resolution No. 2014-22, providing for 2015 Primary and General Elections of the City of Guthrie for the offices of Mayor and Council Members and naming voting precincts.

Summary

The proposed Resolution is providing for 2015 Primary and General Elections for the offices of Mayor and Council Members (one from each of the three wards). In accordance with Article VI of the Guthrie City Charter and the provisions of Oklahoma Statutes dealing with elections, the Mayor is required to submit to the Secretary of the Logan County Election Board a resolution setting forth certain information as follows:

- Filing for candidacy – February 2, 3, & 4, 2015 at the Logan County Election Board from 8:00 a.m. to 5:00 p.m. The Declaration of Candidacy shall be accompanied by either a \$25 (Bank Cashier Check or Bank Money Order) filing fee or a petition supporting a candidate’s filing signed by at least twenty-five (25) registered voters eligible to vote for said candidate.
- Calling for a primary election on March 3, 2015
- Calling for a general election on April 7, 2015
- Naming voting precincts to be open from 7:00 a.m. to 7:00 p.m. on the provided election dates

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>01-01-00-6338</u>	Amount	<u>\$5,000</u>
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>12-3-14</u>

Supporting documents attached

- Resolution No. 2014-22

Recommendation

Approve Resolution No. 2014-22, providing for 2015 Primary and General Elections of the City of Guthrie for the offices of Mayor and Council Members and naming voting precincts.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2014-22

**A RESOLUTION PROVIDING FOR 2015 PRIMARY
AND GENERAL MUNICIPAL ELECTIONS OF THE
CITY OF GUTHRIE FOR THE OFFICES OF MAYOR
AND COUNCILMEN AND NAMING VOTING
PRECINCTS.**

WHEREAS, Article VI of the City Charter of the City of Guthrie, Oklahoma, and the provisions of the Oklahoma Statutes dealing with elections, require that the Mayor submit to the Secretary of the Logan County Election Board a resolution setting forth certain information in regard to Guthrie Municipal elections; and

WHEREAS, the City of Guthrie, Oklahoma, acting through its Mayor and City Council pursuant to Article VI of the Guthrie City Charter, are upon adoption hereof, calling a primary election for March 3, 2015, and a general election for April 7, 2015; and

WHEREAS, the City Charter, Article VI, Section 6, states that all precincts totally or partially contained within the limits of the City of Guthrie, shall be opened from 7:00 a.m. to 7:00 p.m. on said election days;

WHEREAS, it is currently an appropriate time to plan for said elections;

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GUTHRIE,
OKLAHOMA:**

SECTION 1. Pursuant to the City Charter, Section 6-16, Monday, February 2; Tuesday, February 3; and Wednesday, February 4, all in 2015, from 8:00 a.m. to 5:00 p.m. shall be the filing period for candidates to file for election to the City Council or the office of Mayor of the City of Guthrie, Oklahoma. Candidates must file with the Secretary of the Logan County Election Board their declaration of candidacy, which declaration shall contain such information as required by Title 26, Oklahoma Statutes, Section 5-111. The certificate or declaration of candidacy shall be accompanied by either a Twenty-five Dollar (\$25.00) filing fee or a petition supporting a candidate's filing signed by at least twenty-five (25) registered voters eligible to vote for said candidate in the first election wherein the candidate's name could appear on the ballot. The declaration of candidacy shall not state a political party affiliation, nor shall any ballot called for by this resolution state such party affiliation.

SECTION 2. A primary election shall be held within the City of Guthrie on March 3, 2015, with the polls open from the hours of 7:00 a.m. to 7:00 p.m. Should two (2) or fewer people file for the office of Mayor of the City of Guthrie, their names shall not be printed on the primary election ballot. Should two (2) or fewer people file for the office of Councilman from any single ward, their names shall not be printed on the primary election ballot.

SECTION 3. A general election shall be held within the City of Guthrie on April 7, 2015, with the polls open from the hours of 7:00 a.m. to 7:00 p.m. The names of the two candidates for Mayor receiving the greatest number of votes at the primary election, held on March 3, 2015, shall be placed on the general election ballot. In the event that only two candidates file for the office of Mayor, their names shall be placed on the general election ballot. Should only one person file for the office of Mayor his or her name shall not be printed on the general election ballot and such person will be issued a Certificate of Election. The names of the two candidates for Councilman from each ward receiving the greatest number of votes from their respective wards at the primary election, held on March 3, 2015, shall be placed on the general election ballot. Should two or fewer people file for the office of Councilman from any single ward, their names shall be printed on the general election ballot. Should only one (1) person file for the office of Councilman from any single ward, his or her name shall not be printed on the general election ballot and such person will be issued a Certificate of Election.

SECTION 4. The office of Mayor of the City of Guthrie, Oklahoma, shall be filled in the above manner, and such mayoral election is to be at-large balloting. Three City Councilmen shall be elected at such election, one from each of the City's three wards. In both the primary and general election balloting for the City Councilmen shall be by ward.

SECTION 5. The qualifications for the offices of Councilmen and Mayor, pursuant to the Guthrie City Charter, are as follows:

1. Each candidate must be a citizen of the United States of America and the State of Oklahoma;
2. Each candidate must be 21 years of age or older;
3. Each candidate must be a registered voter;
4. Each candidate must be a resident of the City of Guthrie for two (2) years immediately preceding the date of the general election, or a resident of an area which has been annexed to and has become a part of the City of Guthrie for two (2) years immediately preceding the general election.
5. Each candidate must be a resident of the ward the candidate seeks to represent, in case of candidates filing for the office of Councilman;
6. Each candidate must file a Declaration of Candidacy as provided for above.

SECTION 6. The following precincts shall be open for the primary and general elections of the City of Guthrie as required; each precinct shall be staffed by the minimum staff as authorized by law for a non-partisan election;

Harmony Community Church Precinct #102

Lakeview Baptist Church Precinct #105

Guthrie Housing Authority Precinct#204

Community Church Precinct #205

Hispanic Baptist Church Precinct #206

Guthrie Christian Church Precinct #305

West Noble Avenue Baptist Church Precinct #306

First Christian Church Precinct #307

First Assembly of God Church Precinct #308

Section 7. Pursuant to the City Charter, Article VI, Section 6-3, the City Council of the City of Guthrie is authorizing the following precincts, which are only partially contained with the City limits of the City of Guthrie, not be opened for the primary or general elections because no person resides within that portion of the precinct contained within the limits of the City of Guthrie. The four (4) precincts are: Precinct #103 – Oak Cliff Fire Station No. 2; Precinct #104 – Seward Road Baptist Church; Precinct #106 – Waterloo Church of the Nazarene; Precinct #207 – Woodcrest Baptist Church; and Precinct #303 – Crescent Community Center.

Section 8. This Resolution shall be published in accordance with Article VI, Section 6-12 of the Guthrie City Charter and be submitted to the Secretary of the Logan County Election Board in accordance with Article VI, Section 6-2 of the Guthrie City Charter.

ADOPTED and **APPROVED** by the Council of the City of Guthrie, this 16th day of December, 2014.

THE CITY OF GUTHRIE, OKLAHOMA

ATTEST: (Seal)

Mark Spradlin, Mayor

Kim Biggs, City Clerk

APPROVED AS TO FORM:

Randel Shadid, City Attorney



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

December 16, 2014

Contact

Sereniah Breland,
City Manager

Agenda Item

Discussion and possible action on Oklahoma Department of Transportation (ODOT) offer to purchase Parcel 6 of City property for Project 21860(05) also known as the Cottonwood Creek Bridge (Viaduct) project.

Summary

The City of Guthrie has received an offer of \$2,000.00 for Parcel 6, approximately 3,944 square feet of land. The Property Legal Description is "Part of Lots 23 & 24, Block 39, In West Guthrie".

Funding Expected x Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number Amount \$2,000.00
Legal Review N/A Required Completed Date:

Supporting documents attached

- ODOT offer for Parcel 6

Recommendation

Approve acceptance of offer for purchase of Parcel 6 by ODOT.

Action Needed Public Hearing X Motion Emergency Clause



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N. E. 21st Street
Oklahoma City, OK 73105-3204

The City of Guthrie, Oklahoma, a Municipal Corporation

Project: 21860(05), NHPPY-142N(103)RW, Logan County, Parcel 6

A highway project has been planned for construction in your area. The project will require that the Oklahoma Department of Transportation purchase property which you own or in which you have an interest. Our agent will show you the plans on this project which will depict the area needed for right-of-way purposes. Also attached to this letter, you will find a form showing what is to be acquired, and what is not to be acquired. The agent presenting this letter will explain the project and its effect upon you and your property and is making an offer to buy right-of-way from you in the name of the State of Oklahoma. Our offer is as follows:

To buy land, the offer is \$2,000.00.

Of the above amount, \$0 is for damages.

The above offer is the amount the Department arrived at after having your property appraised to find its fair market value and then considering damages, if any, which will result to the remaining land or to improvements. The agent making the offer is not authorized to change any of the amounts. If you do not wish to accept the offer, please read the brochure entitled "Property Rights" which describes condemnation proceedings and provides information about having the amount to be paid decided in a court of law.

If it is necessary for you to move any of your personal property, you will be given at least 90 days from the date shown below to clear the right-of-way. In the event you have a commercial business located within the proposed right-of-way to be acquired, you may be entitled to certain relocation benefits such as moving, re-establishment and search expenses.

Your consideration of our offer to buy your property will be appreciated.

Sincerely,

Gregory W. Massey
Manager, Acquisition Branch

GWM/mml

Attachment

Verbal and Written Notice Given:

By: Miranda VanAeken (mailed per owner's request) Date: 11/14/14

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER

SUMMARY STATEMENT OF JUST COMPENSATION

OWNER	X	JOB PIECE NO.	21860(05)
		PARCEL NO.	6
TENANT		COUNTY	Logan
		FED R/W NO.	NHPPY-142N(103)RW

Fair Market Value offer of Parcel(s) to be purchased \$2,000, of which \$0 is damages.

Documents(s) detailing the location of the parcel(s) and the interest(s) to be purchased in land is attached.

The following buildings/improvements which are located on the parcel(s) to be purchased include: None.

Any and all items considered to be fixtures located in the buildings/improvements are to be purchased unless otherwise noted on this statement. No personal property is to be purchased. DO NOT HESITATE TO CONTACT YOUR ACQUISITION AGENT IN THE EVENT YOU MAY NEED ANY CLARIFICATION AS TO WHAT IS AND IS NOT SPECIFICALLY BEING PURCHASED.

The following items are considered as damages and include: None.

FENCING (new Right-of-Way Only)

No Fence X

Acquiring Agency to Construct

Owner Compensated to Replace

Remarks: Owner compensated for 3,944 square feet of land taken.

R/W Form 129
Rev. 3-2005

PROPERTY RIGHTS BROCHURE

The Constitution of the United States and the Constitution of the State of Oklahoma insure that private property shall not be taken or damaged for public use without just compensation.

It is with these provisions in mind that the Oklahoma Department of Transportation (ODOT) (City) (County) pursues the acquisition of right-of-way. This brochure will provide you, the property owner, with general information as to this process. Your right-of-way agent will provide you with more additional specific information as it relates to you and your property.

APPRAISAL

Before the initiation of negotiations for the purchase of real property, an amount is established by (ODOT) (City) (County) which is reasonably believed to be just compensation for the value of the part taken and the damages to the remaining property, if any. In cases involving the purchase of real property by (ODOT) (City) (County) with a fair market value of \$10,000.00 or less, no approved appraisal report will be required. Generally however, real property is first appraised by a State licensed or certified appraiser, and the property owners or their designated representatives are given an opportunity to accompany the appraiser during the physical inspection of the property. The completed appraisal report is next reviewed by a separate review appraiser to ensure accuracy, completion, and the proper use and full compliance with recognized appraisal principles and standards. Finally, an authorized amount is established by (ODOT) (City) (County) based upon the appraisal review for presentation to the owners or their authorized agents.

NEGOTIATION

The right-of-way agent has given you a written offer letter of the amount established as just compensation for the property to be acquired with the amount for damages (if any) separately set out. The option to waive the appraisal process and donate your property to the State of Oklahoma (City) (County) is available to you if you so desire. The right-of-way agent has shown you the available plans for this project and has also explained to you the amount of property which will be required and what effect the acquisition will have on your remaining property, if any. Please keep in mind the right-of-way agent is not authorized to alter the amount established as just compensation. No current abstract of your property will be requested or required from you; however, the right-of-way agent will periodically request that you confirm the current surface ownership regarding individual owners of record, liens, mortgages and tenants (if any). You are encouraged to advise the right-of-way agent when any actual or pending surface title changes occur.

ACCEPTANCE OF OFFER

If you agree to accept the offer, the right-of-way agent will prepare the deeds or easements, claim forms and other documents necessary to transfer ownership of the property. No formal closing is required, as you will simply be requested to execute and convey to the right-of-way agent the before mentioned documents. After these documents have been properly executed, they will be forwarded to ODOT's Oklahoma City office for processing and the issuance of a State warrant (check). After the required period for processing, which normally is 25 to 30 days, the check will be delivered to you. When your property is mortgaged, it is sometimes a longer check processing time due to the mortgagee agreeing to and processing a partial release or discharge of the mortgage. In the event the negotiation is on the basis of your retaining improvements and removing them from the right-of-way limits, a specific date will be established for you to remove the improvements. On those projects where the lead time permits, the Department may be able to lease the improvements and/or land to you on a month-to-month basis until such time as the right-of-way must be eventually cleared for utility relocations or construction.

EMINENT DOMAIN

Should you decline to accept the State's (City) (County) offer, or should the title to the property needed by the State be defective, it will be necessary for the State (City) (County) to exercise its power of eminent domain. The power to eminent domain is the power of the State (City) (County) to take private property for public use upon the payment of just compensation. The legal process by which the power of eminent domain is exercised is known as condemnation.

Condemnation proceedings are commenced by the filing of a Petition in the District Court for the county in which your land is situated. You will be provided a copy of the Petition. The first step to be taken in condemnation proceedings is for the District Judge to appoint three unbiased disinterested freeholders, known as "commissioner", to decide the amount of compensation they think you should receive. The commissioners will be appointed at a hearing which will be held at the county courthouse, and you will be provided written notice at least ten (10) days prior to that hearing. Under the law, the District Judge has the authority to select all three of the commissioners. However, in some instances the District Judge asks the parties for suggestions as to whom to appoint. You have the right to attend the hearing, but you are not required to do so.

The three court-appointed commissioners then inspect the property and assess the amount of compensation that they believe the State (City) (County) should pay. The compensation awarded by the commissioners (known as the "commissioner's award") will include the value of the part of your tract

actually taken, as well as any damages, if any, by way of reduction in value to the remaining portion of the tract which is not taken.

Any special and direct benefits to the part of the property not taken may be offset only against any injury (damage) to the property not taken. The commissioners will then file a written "Report of Commissioners" with the Court Clerk setting forth their findings.

Subsequent to the filing of the Report of Commissioners, the State (City) (County) will deposit the amount awarded by the commissioners with the Court Clerk. State law provides that upon such deposit the State (City) (County) acquires the right to take possession of the property. If you so desire, you may make application to the Court for disbursement of the commissioners' award to you (or at least that portion of the award to which you are entitled). The withdrawal of the commissioners' award in no way affects your right to pursue further legal actions, as detailed below.

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If you are refused an incidental expense payment or if you believe the payment offered is not adequate to cover your expenses, you have the right to an appeal. To file an appeal you must write a letter to:

Chairman, Appeals Board
Oklahoma Department of Transportation
Office of Preconstruction
200 N. E. 21st Street
Oklahoma City, Oklahoma 73105

You must file your appeal within 60 days of the date the Oklahoma Department of Transportation (ODOT) (City) (County) assumes legal possession of the property being acquired. This appeal procedure is provided in relation to incidental expenses only. If you are not satisfied with the fair market value offer to buy your property, see your right-of-way acquisition agent about your right to a court proceeding. The "fair market value offer" to buy is a separate offer and is not subject to review by the Appeals Board.

* * * *

In the event you, as the property owner, would like to see the plans again on this project or if you decide to accept the State's (City) (County) offer, after the right-of-way agent has completed his attempts to negotiate, it is asked that you contact the Department of Transportation as listed below:

Oklahoma Department of Transportation
Right-of-Way and Utilities Division
200 N. E. 21st Street
Oklahoma City, Oklahoma 73105
(405) 521-2651

It is the sincere desire and hope of the Department of Transportation (City) (County) to be fair and to successfully negotiate with each property owner. It is also the policy of the Oklahoma Department of Transportation (City) (County) to assure compliance with Title VI of the Civil Rights Act of 1964, requires that no person in the United States shall, on the grounds of race, color, religion, sex, handicap, age or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Oklahoma Department of Transportation (City) (County) received Federal financial assistance.

If you believe that you or others have been discriminated against, you have the right to file a Title VI complaint. Please contact the Oklahoma Department of Transportation's Title VI Coordinator at (405) 521-2072 or email at title6@odot.org.

The Oklahoma Department of Transportation (ODOT) ensures that no persons or groups of persons shall, on the grounds of race, color, sex age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, otherwise be subjected to discrimination under any and all programs, services, or activities administered by ODOT, its recipients, sub-recipients, and contracts.

Revised 1/2012

ODOT FORM 324a Rev. 06/2002 DEPARTMENT OF TRANSPORTATION Notarized Claim Form	FUND	AGENCY	ORDER NO.	CLAIM NO.	CLAIM OF: <u>City of Guthrie, a municipal corporation</u>
		345			Address: <u>PO Box 908</u> City St. Zip <u>Guthrie, OK 73044</u>
FOR AGENCY USE ONLY					FEI No.
ACCOUNT	SUB-ACTIVITY	OBJECT	CFDA	AMOUNT	
					FOR <div style="border: 1px solid black; padding: 5px; display: inline-block;"> \$2,000.00 </div> AGAINST Oklahoma Department of Transportation ASSIGNMENT I hereby assign this claim to _____ and authorize the State Treasurer to issue a warrant in payment to said assignee. Date: _____ Claimant: _____
Enter the partial payment or final payment number if claim is to be charged against an encumbered order.		Partial No.	Final No.	TOTAL AMOUNT	WARRANT (LOCATOR) NO.
				OSF- AUDITED BY	

Receipt of Goods or Services Date

DATE OF DELIVERY	PURCHASE ORDER NUMBER	ITEM		UNIT PRICE	AMOUNT
		QUANTITY	UNIT		
DATE					\$2,000.00
					Payment for purchase of Right-of-Way, improvements, and any and all damages. Owner compensated for 3,944 sf of permanent r/w. JP 21860(05)RW Logan County Parcels 6.0

The undersigned contractor or duly authorized agent, of lawful age, being first duly sworn, on oath says that this claim is true and correct. Affiant states that the work, services or materials as shown by this claim have been completed or supplied in accordance with plans, specifications, orders, requests and all other terms of the contract. Affiant further states that (s)he is the duly authorized agent of the contractor for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure the contract or obtain payment; (s)he is fully aware of the facts and circumstances surrounding the making of the contract and has been personally and directly involved in the proceedings leading to the procurement of the contract and the filing of this claim; and, neither the contractor nor anyone subject to the contractor's direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract or obtaining payment.

Subscribed and Sworn before me _____
 Date _____ Claimant _____ Commission _____
 State of _____ County of _____ Number _____
 My Commission Expires _____
 Date _____ Notary Public (or Clerk or Judge)

Approval	\$2,000.00
Approval	
Approval	\$2,000.00

ODOT Accounting Distribution						
ODOT Acct.	Job Piece	Item	Part.	Amount	Object	Encumbrance
Total						

APPROVAL
 I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.

 Agency's Approving Officer

 Director Date

JOB 21860 PIECE 05

PARCEL NO. 6

COUNTY LOGAN

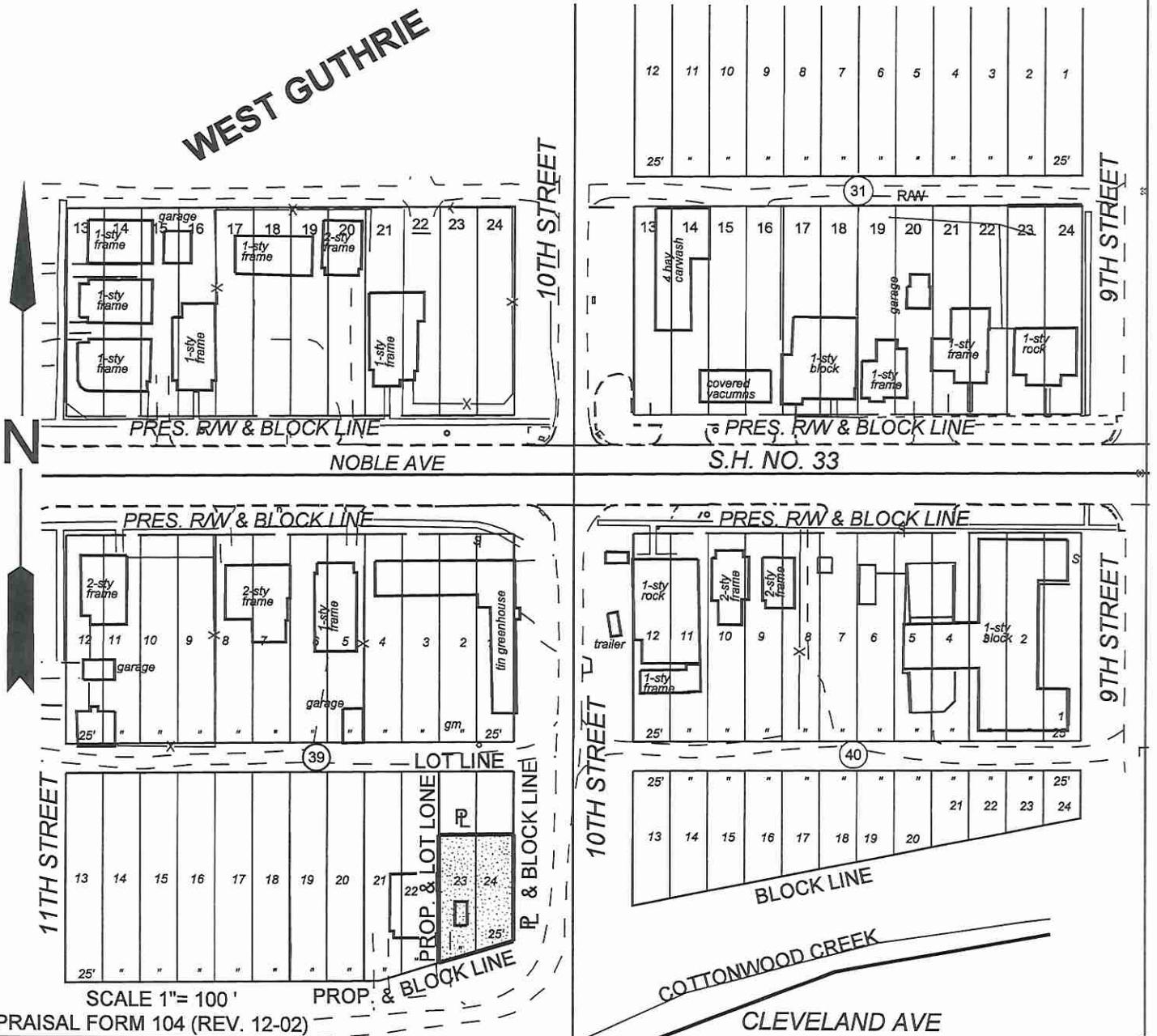
TOTAL PROPERTY LEGAL DESCRIPTION _____

PART OF LOTS 23 & 24, BLOCK 39, IN WEST GUTHRIE,
A SUBDIVISION OF THE CITY OF GUTHRIE

SEC. 8 T16N R 2W

SCALE 1"=

BEFORE GROSS _____	3,944 SF _____	0.09 ACRES
EXISTING R/W _____	0 SF _____	0.00 ACRES
PERMANENT R/W _____	3,944 SF _____	0.09 ACRES
REM IN QTR _____	0 SF _____	0.00 ACRES
PERPETUAL EASEMENT (_____)		ACRES
TEMP R/W (_____)		ACRES
TEMP R/W (_____)		ACRES



SCALE 1"= 100' PROP. & BLOCK LINE

APPRAISAL FORM 104 (REV. 12-02)

WARRANTY DEED

21860(05)
Parcel 6

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Guthrie, a municipal corporation

part y of the first part, in consideration of the sum of Ten dollars and Other Valuable Consideration-----
_____ DOLLARS (\$ 10.00 and OVC-----)

do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in part of Lots 23 and 24, Block 39, in the Townsite of West Guthrie, a subdivision to the City of Guthrie, according to the recorded plat thereof, in Logan County, Oklahoma. Said parcel of land being described as follows:

All of Lots 23 and 24, less the North 42 feet thereof, Block 39.

Containing 0.09 acres, being 3,944 square feet, more or less.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint itself
_____ as agent to execute the claim and receive the compensation herein named.

Signed and delivered this _____ day of _____, _____

RW Form 53
Revised 03-08

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

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

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State of Oklahoma)
) §
County of _____)

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J/P NO: 21860(05)
 COUNTY: Logan
 PARCEL: 6.0

HAZARDOUS MATERIALS DISCLOSURE

PROPERTY OWNER INFORMATION			
City of Guthrie, a municipal corporation			
PROPERTY OWNER ADDRESS			
HAZARDOUS MATERIALS			
Knowledge of the presence of a known hazardous substance existing, manufactured or stored at the subject location currently or in the past.			
1. Are you aware of the presence of Lead Base Paint?	YES	NO	UNKNOWN
2. Are you aware of the presence of Asbestos?	YES	NO	UNKNOWN
3. Are you aware of the presence of Black Mold?	YES	NO	UNKNOWN
4. Are you aware of the presence of Radon Gas?	YES	NO	UNKNOWN
5. Are you aware of existence of prior manufacturing of methamphetamine?	YES	NO	UNKNOWN
6. Are you aware of any underground storage tanks on the property?	YES	NO	UNKNOWN
7. Are you aware of any Carcinogenic Materials on the property?	YES	NO	UNKNOWN
8. Are you aware of the existence of any hazardous materials and other conditions having an environmental impact?	YES	NO	UNKNOWN
9. Are you aware of any condition on the property that would impair the health or safety of others?	YES	NO	UNKNOWN

J/P	21860(05)
County	Logan
Parcel	6.0

SETTLEMENT AGREEMENT

The Oklahoma Department of Transportation (ODOT), hereinafter referred to as “BUYER”, and City of Guthrie, a municipal corporation, owners of property described Lots 23, 24, Block 39, in West Guthrie, a Subdivision to the City of Guthrie, in Logan County, State of Oklahoma and hereinafter referred to as “SELLER” have agreed on a Settlement Agreement for any and all damages caused by the acquisition for a sum of \$2,000.00.

BUYER and SELLER agree that:

It is understood and agreed that the compensation is hereby given to purchase 3,944.00 SF of land by Warranty Deed. Once execution of all necessary documents is completed, the State of Oklahoma is not liable for any current or future damages.

SELLER will execute 1 Claim Form in the amount of \$2,000.00.

The signed documents will be submitted to the BUYER for preparation of 1 State Warrant totaling \$2,000.00 issued to the City of Guthrie. The Warrant will be mailed within 4 – 6 weeks of finalized paperwork.

BUYER will mail Warrant to the following address:

City of Guthrie
 PO Box 908
 Guthrie, OK 73044

_____ Date

_____ Date

 Miranda VanAuken Date
 Right-of-Way & Utilities Division



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

December 16, 2014

Contact

Sereniah Breland,
City Manager

Agenda Item

Discussion and possible action on Oklahoma Department of Transportation (ODOT) offer to purchase Parcel 40 of City property for Project 21860(05), commonly known as the Cottonwood Creek Bridge (Viaduct) project.

Summary

The City of Guthrie has received an offer of \$21,000.00 for Parcel 40, approximately 41,997 square feet of land. The Property Legal Description is "Lots 1-24, Block 35".

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number Amount \$21,000.00
Legal Review N/A Required Completed Date:

Supporting documents attached

- ODOT offer for Parcel 40

Recommendation

Approve acceptance of offer for purchase of Parcel 40 by ODOT.

Action Needed Public Hearing X Motion Emergency Clause



OKLAHOMA DEPARTMENT OF TRANSPORTATION

**200 N. E. 21st Street
Oklahoma City, OK 73105-3204**

The City of Guthrie, Oklahoma, a municipal corporation

Project: 21860(05), NHPPY-142N(103)RW, Logan County, Parcel 40

A highway project has been planned for construction in your area. The project will require that the Oklahoma Department of Transportation purchase property which you own or in which you have an interest. Our agent will show you the plans on this project which will depict the area needed for right-of-way purposes. Also attached to this letter, you will find a form showing what is to be acquired, and what is not to be acquired. The agent presenting this letter will explain the project and its effect upon you and your property and is making an offer to buy right-of-way from you in the name of the State of Oklahoma. Our offer is as follows:

To buy land, the offer is \$21,000.00.

Of the above amount, \$0 is for damages.

The above offer is the amount the Department arrived at after having your property appraised to find its fair market value and then considering damages, if any, which will result to the remaining land or to improvements. The agent making the offer is not authorized to change any of the amounts. If you do not wish to accept the offer, please read the brochure entitled "Property Rights" which describes condemnation proceedings and provides information about having the amount to be paid decided in a court of law.

If it is necessary for you to move any of your personal property, you will be given at least 90 days from the date shown below to clear the right-of-way. In the event you have a commercial business located within the proposed right-of-way to be acquired, you may be entitled to certain relocation benefits such as moving, re-establishment and search expenses.

Your consideration of our offer to buy your property will be appreciated.

Sincerely,

Robert Blackwell
Operations Manager

RB/mml

Attachment

Verbal and Written Notice Given:

By: Meranda VanArken *consulted per owner's request* Date: 11/14/14

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER

SUMMARY STATEMENT OF JUST COMPENSATION

OWNER	X	JOB PIECE NO.	21860(05)
		PARCEL NO.	40
TENANT		COUNTY	Logan
		FED R/W NO.	NHPPY-142N(103)RW

Fair Market Value offer of Parcel(s) to be purchased \$21,000, of which \$0 is damages.

Documents(s) detailing the location of the parcel(s) and the interest(s) to be purchased in land is attached.

The following buildings/improvements which are located on the parcel(s) to be purchased include: None.

Any and all items considered to be fixtures located in the buildings/improvements are to be purchased unless otherwise noted on this statement. No personal property is to be purchased. DO NOT HESITATE TO CONTACT YOUR ACQUISITION AGENT IN THE EVENT YOU MAY NEED ANY CLARIFICATION AS TO WHAT IS AND IS NOT SPECIFICALLY BEING PURCHASED.

The following items are considered as damages and include: None.

FENCING (new Right-of-Way Only)

No Fence X

Acquiring Agency to Construct

Owner Compensated to Replace

Remarks: Owner compensated for 41,997 square feet of land taken.

R/W Form 129
Rev. 3-2005

PROPERTY RIGHTS BROCHURE

The Constitution of the United States and the Constitution of the State of Oklahoma insure that private property shall not be taken or damaged for public use without just compensation.

It is with these provisions in mind that the Oklahoma Department of Transportation (ODOT) (City) (County) pursues the acquisition of right-of-way. This brochure will provide you, the property owner, with general information as to this process. Your right-of-way agent will provide you with more additional specific information as it relates to you and your property.

APPRAISAL

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200 N. E. 21st Street
Oklahoma City, Oklahoma 73105

You must file your appeal within 60 days of the date the Oklahoma Department of Transportation (ODOT) (City) (County) assumes legal possession of the property being acquired. This appeal procedure is provided in relation to incidental expenses only. If you are not satisfied with the fair market value offer to buy your property, see your right-of-way acquisition agent about your right to a court proceeding. The "fair market value offer" to buy is a separate offer and is not subject to review by the Appeals Board.

* * * *

In the event you, as the property owner, would like to see the plans again on this project or if you decide to accept the State's (City) (County) offer, after the right-of-way agent has completed his attempts to negotiate, it is asked that you contact the Department of Transportation as listed below:

Oklahoma Department of Transportation
Right-of-Way and Utilities Division
200 N. E. 21st Street
Oklahoma City, Oklahoma 73105
(405) 521-2651

It is the sincere desire and hope of the Department of Transportation (City) (County) to be fair and to successfully negotiate with each property owner. It is also the policy of the Oklahoma Department of Transportation (City) (County) to assure compliance with Title VI of the Civil Rights Act of 1964, requires that no person in the United States shall, on the grounds of race, color, religion, sex, handicap, age or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Oklahoma Department of Transportation (City) (County) received Federal financial assistance.

If you believe that you or others have been discriminated against, you have the right to file a Title VI complaint. Please contact the Oklahoma Department of Transportation's Title VI Coordinator at (405) 521-2072 or email at title6@odot.org.

The Oklahoma Department of Transportation (ODOT) ensures that no persons or groups of persons shall, on the grounds of race, color, sex age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, otherwise be subjected to discrimination under any and all programs, services, or activities administered by ODOT, its recipients, sub-recipients, and contracts.

Revised 1/2012

ODOT FORM 324a Rev. 06/2002 DEPARTMENT OF TRANSPORTATION Notarized Claim Form		FUND FOR AGENCY USE ONLY	AGENCY 345	ORDER NO.	CLAIM NO.	CLAIM OF: City of Guthrie, a municipal corporation Address: PO Box 908 City St. Zip: Guthrie, OK 73044 FEI No.
ACCOUNT	SUB-ACTIVITY	OBJECT	CFDA	AMOUNT <div style="border: 1px solid black; padding: 5px; display: inline-block;"> FOR \$21,000.00 AGAINST </div> Oklahoma Department of Transportation ASSIGNMENT I hereby assign this claim to _____ and authorize the State Treasurer to issue a warrant in payment to said assignee.		
Enter the partial payment or final payment number if claim is to be charged against an encumbered order.		Partial No.	Final No.	TOTAL AMOUNT OSF- AUDITED BY		
Date:		Claimant:		WARRANT (LOCATOR) NO.		

Receipt of Goods or Services Date						
DATE OF DELIVERY	PURCHASE ORDER NUMBER	ITEM			UNIT PRICE	AMOUNT
		QUANTITY	UNIT	DESCRIPTION		
DATE				Payment for purchase of Right-of-Way, improvements, and any and all damages. Owner compensated for 41,997 sf of permanent r/w. JP 21860(05)RW Logan County Parcels 40.0		\$21,000.00

The undersigned contractor or duly authorized agent, of lawful age, being first duly sworn, on oath says that this claim is true and correct. Affiant states that the work, services or materials as shown by this claim have been completed or supplied in accordance with plans, specifications, orders, requests and all other terms of the contract. Affiant further states that (s)he is the duly authorized agent of the contractor for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure the contract or obtain payment; (s)he is fully aware of the facts and circumstances surrounding the making of the contract and has been personally and directly involved in the proceedings leading to the procurement of the contract and the filing of this claim; and, neither the contractor nor anyone subject to the contractor's direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract or obtaining payment.

Subscribed and Sworn before me _____
 Date _____ Claimant: _____
 State of _____ County of _____ Commission Number _____

My Commission Expires _____
 Date _____ Notary Public (or Clerk or Judge)

Approval	\$21,000.00
Approval	
Approval	
Approval	
Approval	
Approval	\$21,000.00

ODOT Accounting Distribution						
ODOT Acct.	Job Piece	Item	Part.	Amount	Object	Encumbrance
Total						

APPROVAL I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.	
Agency's Approving Officer	
Director	Date

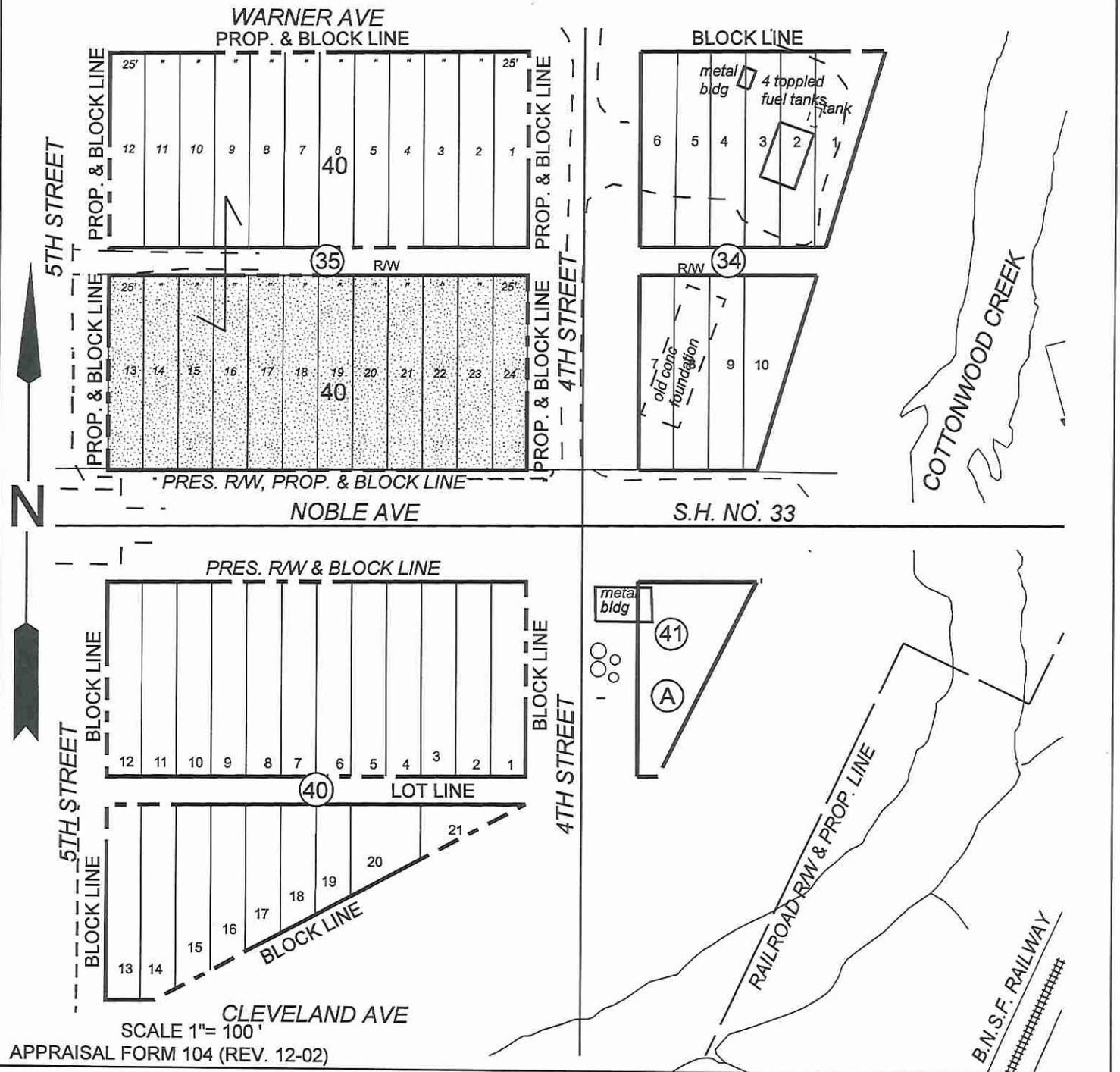
JOB 21860 PIECE 05
 PARCEL NO. 40
 COUNTY LOGAN

TOTAL PROPERTY LEGAL DESCRIPTION _____
LOTS 1-24, BLOCK 35, IN THE TOWNSITE OF GUTHRIE
PROPER, A SUBDIVISION TO THE CITY OF GUTHRIE

SEC. 8 T16N R2W

SCALE 1"= 1'

BEFORE GROSS _____	83,994 SF	1.92 ACRES
EXISTING R/W _____	0 SF	0.00 ACRES
PERMANENT R/W _____	41,997 SF	0.96 ACRES
REM IN QTR _____	41,997 SF	0.96 ACRES
PERPETUAL EASEMENT () _____		ACRES
TEMP R/W () _____		ACRES



WARRANTY DEED

21860(05)
Parcel 40

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Guthrie, a municipal corporation

part y of the first part, in consideration of the sum of Ten dollars and Other Valuable Consideration -----
----- DOLLARS (\$ 10.00 + OVC -----)

do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in Lots 13 thru 24 inclusive, Block 35, in the Townsite of Guthrie Proper, a subdivision to the City of Guthrie, according to the recorded plat thereof, in Logan County, Oklahoma. Said parcel of land being described as follows:

All of said Lots 13 thru 24, Block 35.

Containing 0.96 acres, being 41,997 square feet, more or less.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint itself
----- as agent to execute the claim and receive the compensation herein named.

Signed and delivered this _____ day of _____, _____

RW Form 53
Revised 03-08

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

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

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

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

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

J/P NO: 21860(05)
 COUNTY: Logan
 PARCEL: 40.0

HAZARDOUS MATERIALS DISCLOSURE

PROPERTY OWNER INFORMATION			
City of Guthrie, a municipal corporation			
PROPERTY OWNER ADDRESS			
HAZARDOUS MATERIALS Knowledge of the presence of a known hazardous substance existing, manufactured or stored at the subject location currently or in the past.			
1. Are you aware of the presence of Lead Base Paint?	YES	NO	UNKNOWN
2. Are you aware of the presence of Asbestos?	YES	NO	UNKNOWN
3. Are you aware of the presence of Black Mold?	YES	NO	UNKNOWN
4. Are you aware of the presence of Radon Gas?	YES	NO	UNKNOWN
5. Are you aware of existence of prior manufacturing of methamphetamine?	YES	NO	UNKNOWN
6. Are you aware of any underground storage tanks on the property?	YES	NO	UNKNOWN
7. Are you aware of any Carcinogenic Materials on the property?	YES	NO	UNKNOWN
8. Are you aware of the existence of any hazardous materials and other conditions having an environmental impact?	YES	NO	UNKNOWN
9. Are you aware of any condition on the property that would impair the health or safety of others?	YES	NO	UNKNOWN

J/P	21860(05)
County	Logan
Parcel	40.0

SETTLEMENT AGREEMENT

The Oklahoma Department of Transportation (ODOT), hereinafter referred to as "BUYER", and City of Guthrie, a municipal corporation, owners of property described Lots 1- 24, Block 35, in the townsite of Guthrie Proper, a Subdivision to the City of Guthrie, in Logan County, State of Oklahoma and hereinafter referred to as "SELLER" have agreed on a Settlement Agreement for any and all damages caused by the acquisition for a sum of \$21,000.00.

BUYER and SELLER agree that:

It is understood and agreed that the compensation is hereby given to purchase 41,997.00 SF of land by Warranty Deed. Once execution of all necessary documents is completed, the State of Oklahoma is not liable for any current or future damages.

SELLER will execute 1 Claim Form in the amount of \$21,000.00.

The signed documents will be submitted to the BUYER for preparation of 1 State Warrant totaling \$21,000.00 issued to the City of Guthrie. The Warrant will be mailed within 4 – 6 weeks of finalized paperwork.

BUYER will mail Warrant to the following address:

City of Guthrie
 PO Box 908
 Guthrie, OK 73044

_____ Date

_____ Date

 Miranda VanAuken Date
 Right-of-Way & Utilities Division



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

December 16, 2014

Contact

Sereniah Breland,
City Manager

Agenda Item

Discussion and possible action on Oklahoma Department of Transportation (ODOT) offer to purchase Parcel 55, 71 of City property for Project 21860(05) also known as the Cottonwood Creek Bridge (Viaduct) project.

Summary

The City of Guthrie has received an offer of \$15,520.00 for Parcel 55, 71, approximately 27,988 square feet of land. The Property Legal Description is "Lots 13-16, and Lots 21-24, Block 38".

Table with 4 columns: Funding Expected, Budgeted, Account Number, Legal Review. Includes values for Revenue, Expenditure, Yes/No, Amount (\$15,520.00), and Completed Date.

Supporting documents attached

- ODOT offer for Parcel 55, 71

Recommendation

Approve acceptance of offer for purchase of Parcel 55, 71 by ODOT.

Action Needed Public Hearing X Motion Emergency Clause



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N. E. 21st Street
Oklahoma City, OK 73105-3204

City of Guthrie, a municipal corporation

Project: 21860(05), NHPPY-142N(103)RW, Logan County, Parcel 55, 71

A highway project has been planned for construction in your area. The project will require that the Oklahoma Department of Transportation purchase property which you own or in which you have an interest. Our agent will show you the plans on this project which will depict the area needed for right-of-way purposes. Also attached to this letter, you will find a form showing what is to be acquired, and what is not to be acquired. The agent presenting this letter will explain the project and its effect upon you and your property and is making an offer to buy right-of-way from you in the name of the State of Oklahoma. Our offer is as follows:

To buy land, the offer is \$15,520.00.

Of the above amount, \$1,512.00 is for damages.

The above offer is the amount the Department arrived at after having your property appraised to find its fair market value and then considering damages, if any, which will result to the remaining land or to improvements. The agent making the offer is not authorized to change any of the amounts. If you do not wish to accept the offer, please read the brochure entitled "Property Rights" which describes condemnation proceedings and provides information about having the amount to be paid decided in a court of law.

If it is necessary for you to move any of your personal property, you will be given at least 90 days from the date shown below to clear the right-of-way. In the event you have a commercial business located within the proposed right-of-way to be acquired, you may be entitled to certain relocation benefits such as moving, re-establishment and search expenses.

Your consideration of our offer to buy your property will be appreciated.

Sincerely,

Gregory W. Massey
Manager, Acquisition Branch

GWM/mml

Attachment

Verbal and Written Notice Given:

By: Miranda VanCuren (mailed per owner's request) Date: 11/14/14

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER

SUMMARY STATEMENT OF JUST COMPENSATION

OWNER	X	JOB PIECE NO.	21860(05)
		PARCEL NO.	55, 71
TENANT		COUNTY	Logan
		FED R/W NO.	NHPPY-142N(103)RW

Fair Market Value offer of Parcel(s) to be purchased \$15,520, of which \$1,512 is damages.

Documents(s) detailing the location of the parcel(s) and the interest(s) to be purchased in land is attached.

The following buildings/improvements which are located on the parcel(s) to be purchased include: None.

Any and all items considered to be fixtures located in the buildings/improvements are to be purchased unless otherwise noted on this statement. No personal property is to be purchased. DO NOT HESITATE TO CONTACT YOUR ACQUISITION AGENT IN THE EVENT YOU MAY NEED ANY CLARIFICATION AS TO WHAT IS AND IS NOT SPECIFICALLY BEING PURCHASED.

The following items are considered as damages and include: Temporary construction easement.

FENCING (new Right-of-Way Only)

No Fence X

Acquiring Agency to Construct

Owner Compensated to Replace

Remarks: Owner compensated for 27,998 square feet of land taken.

R/W Form 129
Rev. 3-2005

PROPERTY RIGHTS BROCHURE

The Constitution of the United States and the Constitution of the State of Oklahoma insure that private property shall not be taken or damaged for public use without just compensation.

It is with these provisions in mind that the Oklahoma Department of Transportation (ODOT) (City) (County) pursues the acquisition of right-of-way. This brochure will provide you, the property owner, with general information as to this process. Your right-of-way agent will provide you with more additional specific information as it relates to you and your property.

APPRAISAL

Before the initiation of negotiations for the purchase of real property, an amount is established by (ODOT) (City) (County) which is reasonably believed to be just compensation for the value of the part taken and the damages to the remaining property, if any. In cases involving the purchase of real property by (ODOT) (City) (County) with a fair market value of \$10,000.00 or less, no approved appraisal report will be required. Generally however, real property is first appraised by a State licensed or certified appraiser, and the property owners or their designated representatives are given an opportunity to accompany the appraiser during the physical inspection of the property. The completed appraisal report is next reviewed by a separate review appraiser to ensure accuracy, completion, and the proper use and full compliance with recognized appraisal principles and standards. Finally, an authorized amount is established by (ODOT) (City) (County) based upon the appraisal review for presentation to the owners or their authorized agents.

NEGOTIATION

The right-of-way agent has given you a written offer letter of the amount established as just compensation for the property to be acquired with the amount for damages (if any) separately set out. The option to waive the appraisal process and donate your property to the State of Oklahoma (City) (County) is available to you if you so desire. The right-of-way agent has shown you the available plans for this project and has also explained to you the amount of property which will be required and what effect the acquisition will have on your remaining property, if any. Please keep in mind the right-of-way agent is not authorized to alter the amount established as just compensation. No current abstract of your property will be requested or required from you; however, the right-of-way agent will periodically request that you confirm the current surface ownership regarding individual owners of record, liens, mortgages and tenants (if any). You are encouraged to advise the right-of-way agent when any actual or pending surface title changes occur.

ACCEPTANCE OF OFFER

If you agree to accept the offer, the right-of-way agent will prepare the deeds or easements, claim forms and other documents necessary to transfer ownership of the property. No formal closing is required, as you will simply be requested to execute and convey to the right-of-way agent the before mentioned documents. After these documents have been properly executed, they will be forwarded to ODOT's Oklahoma City office for processing and the issuance of a State warrant (check). After the required period for processing, which normally is 25 to 30 days, the check will be delivered to you. When your property is mortgaged, it is sometimes a longer check processing time due to the mortgagee agreeing to and processing a partial release or discharge of the mortgage. In the event the negotiation is on the basis of your retaining improvements and removing them from the right-of-way limits, a specific date will be established for you to remove the improvements. On those projects where the lead time permits, the Department may be able to lease the improvements and/or land to you on a month-to-month basis until such time as the right-of-way must be eventually cleared for utility relocations or construction.

EMINENT DOMAIN

Should you decline to accept the State's (City) (County) offer, or should the title to the property needed by the State be defective, it will be necessary for the State (City) (County) to exercise its power of eminent domain. The power to eminent domain is the power of the State (City) (County) to take private property for public use upon the payment of just compensation. The legal process by which the power of eminent domain is exercised is known as condemnation.

Condemnation proceedings are commenced by the filing of a Petition in the District Court for the county in which your land is situated. You will be provided a copy of the Petition. The first step to be taken in condemnation proceedings is for the District Judge to appoint three unbiased disinterested freeholders, known as "commissioner", to decide the amount of compensation they think you should receive. The commissioners will be appointed at a hearing which will be held at the county courthouse, and you will be provided written notice at least ten (10) days prior to that hearing. Under the law, the District Judge has the authority to select all three of the commissioners. However, in some instances the District Judge asks the parties for suggestions as to whom to appoint. You have the right to attend the hearing, but you are not required to do so.

The three court-appointed commissioners then inspect the property and assess the amount of compensation that they believe the State (City) (County) should pay. The compensation awarded by the commissioners (known as the "commissioner's award") will include the value of the part of your tract

actually taken, as well as any damages, if any, by way of reduction in value to the remaining portion of the tract which is not taken.

Any special and direct benefits to the part of the property not taken may be offset only against any injury (damage) to the property not taken. The commissioners will then file a written "Report of Commissioners" with the Court Clerk setting forth their findings.

Subsequent to the filing of the Report of Commissioners, the State (City) (County) will deposit the amount awarded by the commissioners with the Court Clerk. State law provides that upon such deposit the State (City) (County) acquires the right to take possession of the property. If you so desire, you may make application to the Court for disbursement of the commissioners' award to you (or at least that portion of the award to which you are entitled). The withdrawal of the commissioners' award in no way affects your right to pursue further legal actions, as detailed below.

If either party believes that there has been an error or omission in the Report of Commissioners, or if you wish to challenge the State's (City) (County) legal power to take your property, a written "exception" to the Report of Commissioners must be filed within thirty (30) days after the filing of the Report of Commissioners. The written exception must be filed with the Court Clerk. The Court may then confirm or reject the exception. If the Court confirms the exception, it may order a new appraisal. In that event, the State (City) (County) will have a continuing right of possession acquired via the first Report of Commissioners, unless and until the Court rules that the State (City) (County) does not have the power to condemn your property. If either party desires to challenge only the amount awarded by the commissioners, it must do so by filing a Demand for Jury Trial within sixty (60) days after the filing of the Report of Commissioners. The written Demand for Jury Trial must be filed with the Court Clerk.

In the event of a jury trial and a jury verdict which exceeds the amount awarded by the court-appointed commissioners, the State (City) (County) would then have to deposit with the Court Clerk an amount equal to the difference between the jury verdict and the commissioners' award. Similarly, should the jury verdict be for an amount less than the commissioners' award, the property owner(s) would in that event be required to return that portion of the commissioners' award which exceeds the amount of the jury verdict. Should the amount of the jury's verdict exceed the amount of the commissioners' award by ten percent (10%) or more, then the State (City) (County) must reimburse the property owner(s) for their reasonable attorney, appraisal, and engineering fees, actually incurred in connection with the condemnation proceedings. Either party may appeal the action taken by the District Court to the Oklahoma Supreme Court.

INCIDENTAL EXPENSES

As a real property owner, you may qualify for the reimbursement of incurred expenses for items such as: recording fees, transfer taxes and similar expenses incidental to conveying such real property to the State. The extent of such reimbursement must be actually incurred by you and shall be determined and pre-approved by the State. Also included are penalty costs for prepayment of any existing recorded mortgages.

If you are refused an incidental expense payment or if you believe the payment offered is not adequate to cover your expenses, you have the right to an appeal. To file an appeal you must write a letter to:

Chairman, Appeals Board
Oklahoma Department of Transportation
Office of Preconstruction
200 N. E. 21st Street
Oklahoma City, Oklahoma 73105

You must file your appeal within 60 days of the date the Oklahoma Department of Transportation (ODOT) (City) (County) assumes legal possession of the property being acquired. This appeal procedure is provided in relation to incidental expenses only. If you are not satisfied with the fair market value offer to buy your property, see your right-of-way acquisition agent about your right to a court proceeding. The "fair market value offer" to buy is a separate offer and is not subject to review by the Appeals Board.

* * * *

In the event you, as the property owner, would like to see the plans again on this project or if you decide to accept the State's (City) (County) offer, after the right-of-way agent has completed his attempts to negotiate, it is asked that you contact the Department of Transportation as listed below:

Oklahoma Department of Transportation
Right-of-Way and Utilities Division
200 N. E. 21st Street
Oklahoma City, Oklahoma 73105
(405) 521-2651

It is the sincere desire and hope of the Department of Transportation (City) (County) to be fair and to successfully negotiate with each property owner. It is also the policy of the Oklahoma Department of Transportation (City) (County) to assure compliance with Title VI of the Civil Rights Act of 1964, requires that no person in the United States shall, on the grounds of race, color, religion, sex, handicap, age or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Oklahoma Department of Transportation (City) (County) received Federal financial assistance.

If you believe that you or others have been discriminated against, you have the right to file a Title VI complaint. Please contact the Oklahoma Department of Transportation's Title VI Coordinator at (405) 521-2072 or email at title6@odot.org.

The Oklahoma Department of Transportation (ODOT) ensures that no persons or groups of persons shall, on the grounds of race, color, sex age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, otherwise be subjected to discrimination under any and all programs, services, or activities administered by ODOT, its recipients, sub-recipients, and contracts.

Revised 1/2012

ODOT FORM 324a Rev. 06/2002 DEPARTMENT OF TRANSPORTATION Notarized Claim Form	FUND	AGENCY	ORDER NO.	CLAIM NO.	CLAIM OF: <u>City of Guthrie, a municipal corporation</u>
		345			Address: <u>PO Box 908</u> City St. Zip: <u>Guthrie, OK 73044</u>
FOR AGENCY USE ONLY					FEI No.
ACCOUNT	SUB-ACTIVITY	OBJECT	CFDA	AMOUNT	
					FOR <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$15,520.00</div> AGAINST Oklahoma Department of Transportation ASSIGNMENT I hereby assign this claim to and authorize the State Treasurer to issue a warrant in payment to said assignee.
Enter the partial payment or final payment number if claim is to be charged against an encumbered order.		Partial No.	Final No.	TOTAL AMOUNT	Date: _____
				OSF- AUDITED BY	Claimant: _____

Receipt of Goods or Services Date						
DATE OF DELIVERY	PURCHASE ORDER NUMBER	ITEM			UNIT PRICE	AMOUNT
		QUANTITY	UNIT	DESCRIPTION		
DATE				Payment for purchase of Right-of-Way, improvements, and any and all damages. Owner compensated for 27,998 sf of permanent r/w, 15,122 sf of temporary construction easement. JP 21860(05)RW Logan County Parcels 55, 71		\$15,520.00

The undersigned contractor or duly authorized agent, of lawful age, being first duly sworn, on oath says that this claim is true and correct. Affiant states that the work, services or materials as shown by this claim have been completed or supplied in accordance with plans, specifications, orders, requests and all other terms of the contract. Affiant further states that (s)he is the duly authorized agent of the contractor for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure the contract or obtain payment; (s)he is fully aware of the facts and circumstances surrounding the making of the contract and has been personally and directly involved in the proceedings leading to the procurement of the contract and the filing of this claim; and, neither the contractor nor anyone subject to the contractor's direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract or obtaining payment.

Subscribed and Sworn before me _____
 Date _____ Claimant _____ Commission _____
 State of _____ County of _____ Number _____

My Commission Expires _____
 Date _____ Notary Public (or Clerk or Judge)

ODOT Accounting Distribution						
ODOT Acct.	Job Piece	Item	Part.	Amount	Object	Encumbrance
				Total		

Approval _____ \$15,520.00
 Approval _____
 Approval _____
 Approval _____
 Approval _____
 Approval _____ \$15,520.00

APPROVAL
 I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.

 Agency's Approving Officer _____
 Director _____ Date _____

JOB 21860 PIECE 05

PARCEL NO. 55

COUNTY LOGAN

TOTAL PROPERTY LEGAL DESCRIPTION _____

LOTS 13-16, AND LOTS 21-24, BLOCK 38, IN THE

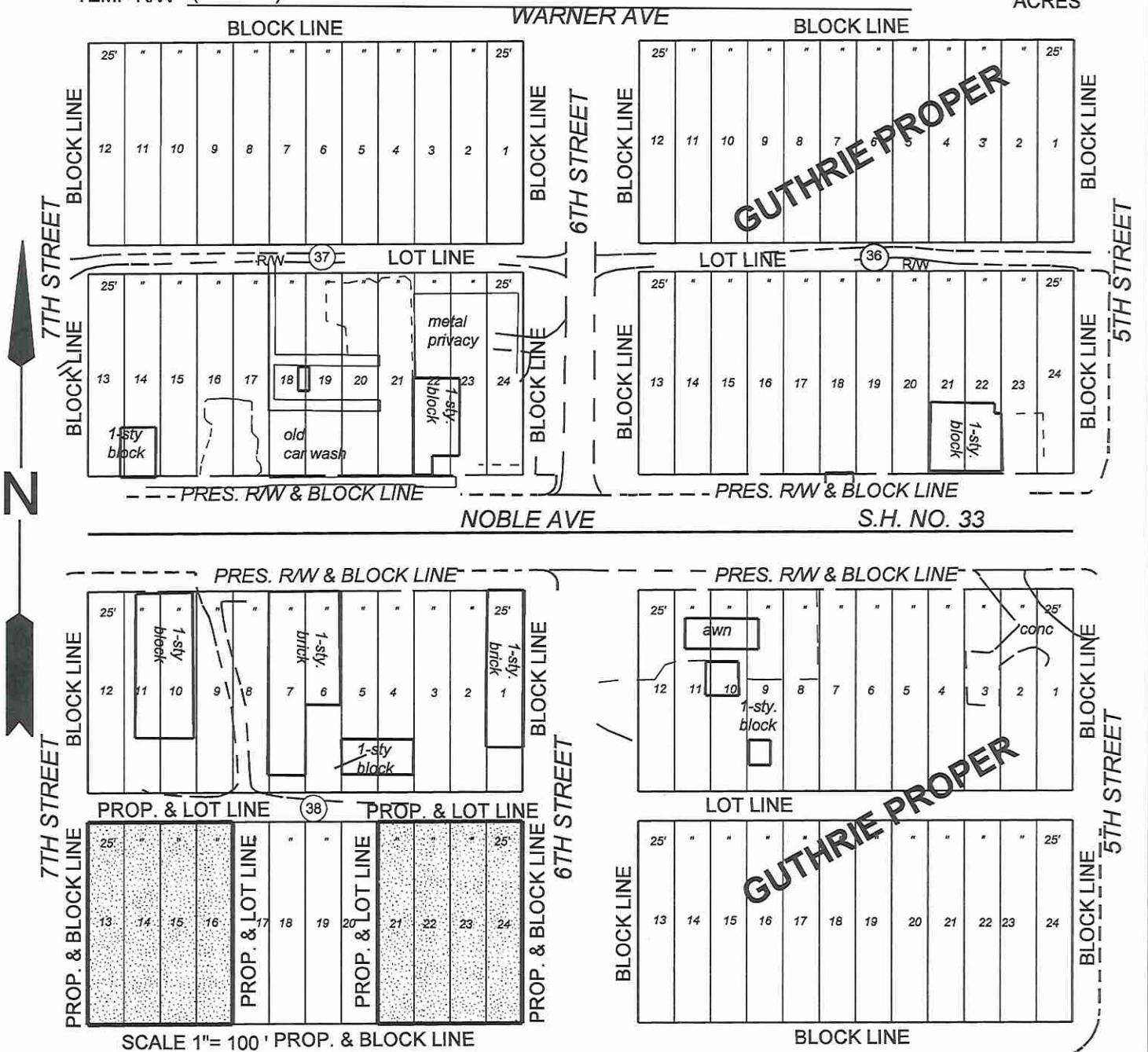
TOWNSHIP OF GUTHRIE PROPER, A SUBDIVISION TO

THE CITY OF GUTHRIE

SEC. 8 T16N R 2W

SCALE 1"=

BEFORE GROSS _____	27,998 SF	0.64 ACRES
EXISTING R/W _____	0 SF	0.00 ACRES
PERMANENT R/W _____	27,998 SF	0.64 ACRES
REM IN QTR _____	0 SF	0.00 ACRES
PERPETUAL EASEMENT () _____		ACRES
TEMP R/W () _____		ACRES
TEMP R/W () _____		ACRES



SCALE 1"= 100' PROP. & BLOCK LINE

APPRAISAL FORM 104 (REV. 12-02)

JOB 21860 PIECE 05

PARCEL NO. 71

COUNTY LOGAN

TOTAL PROPERTY LEGAL DESCRIPTION _____

PART OF THE SW¼ NE¼ _____

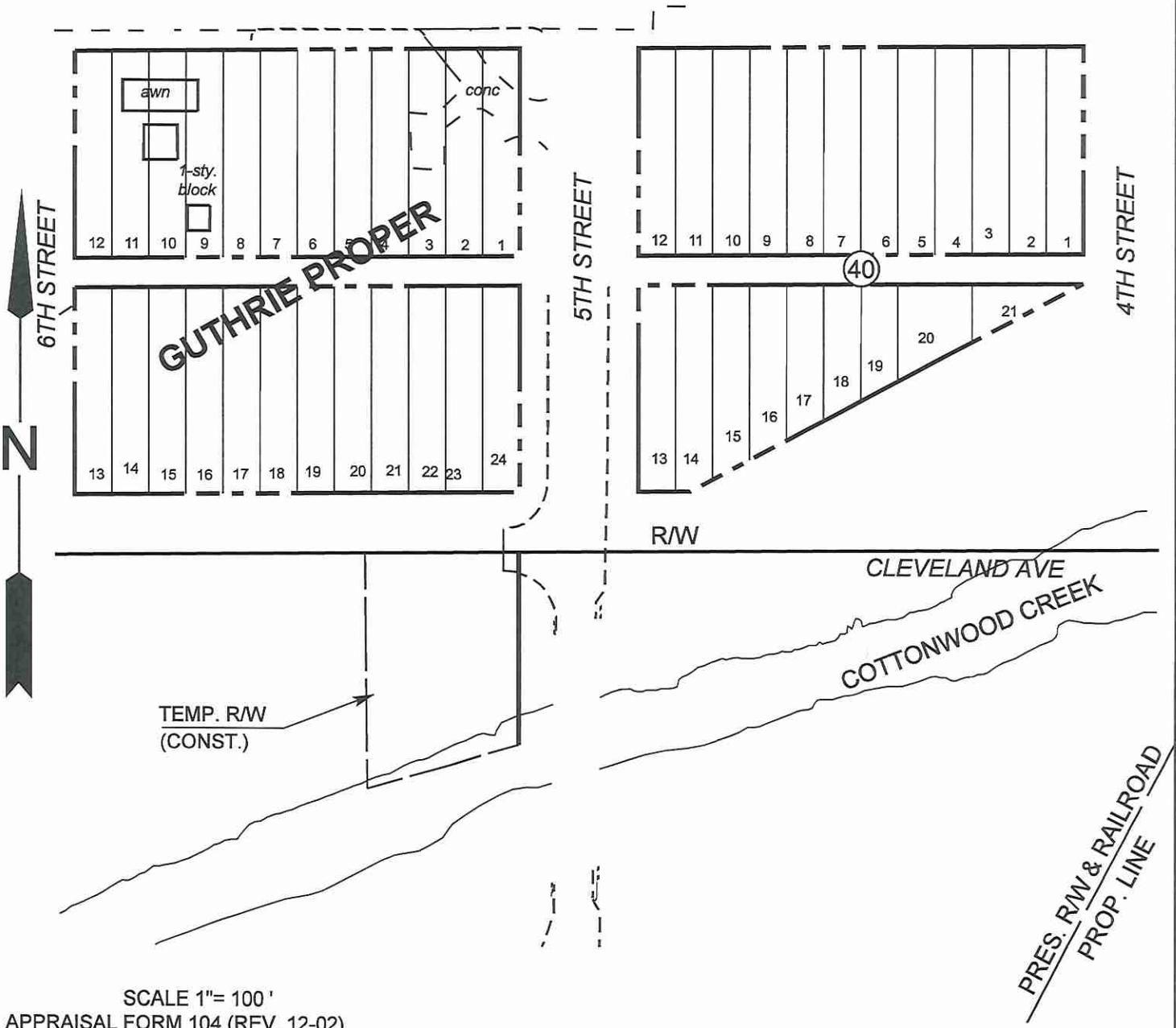
SEC. 8 T16N R 2W

SCALE 1"= _____

BEFORE GROSS _____	ACRES
EXISTING R/W _____	ACRES
PERMANENT R/W _____	ACRES
REM IN QTR _____	ACRES
PERPETUAL EASEMENT (_____)	ACRES
TEMP R/W (CONST) _____	15,122 SF 0.35 ACRES
TEMP R/W (_____)	ACRES

S.H. NO. 33

NOBLE AVE



SCALE 1"= 100'

APPRAISAL FORM 104 (REV. 12-02)

WARRANTY DEED

21860(05)
Parcel 55

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Guthrie, a municipal Corporation

part y of the first part, in consideration of the sum of Ten dollars and Other Valuable Consideration _____
_____ DOLLARS (\$ 10.00 + OVC _____)

do hereby grant, bargain, sell and convey unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in Lots 13 thru 16 inclusive and Lots 21 thru 24 inclusive, Block 38, in the Townsite of Guthrie Proper, a subdivision to the City of Guthrie, according to the recorded plat thereof, in Logan County, Oklahoma. Said parcel of land being described as follows:

All of said Lots 13 thru 16 and all of said Lots 21 thru 24, Block 38.

Containing 0.64 acres, being 27,998 square feet, more or less.

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint itself
_____ as agent to execute the claim and receive the compensation herein named.

Signed and delivered this _____ day of _____, _____

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

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

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

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

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

TEMPORARY CONSTRUCTION EASEMENT

21860(05)
Parcel 71

KNOW ALL MEN BY THESE PRESENTS:

That the City of Guthrie, a municipal corporation

of Logan County, State of Oklahoma, for and in consideration of the sum of Ten dollars and OVC DOLLARS (\$ 10.00 + OVC) and other good, and valuable considerations, has/have granted, to the State of Oklahoma, a temporary easement over the following described land, to-wit:

A strip, piece or parcel of land lying in part of the SW¼ NE¼ of Section 8, T16N, R2W, in Logan County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point 509.80 feet S 89°25'25" W of the point where the Centerline of Cleveland Avenue intersects the present Westerly right-of-way line of the BNSF Railroad, thence S 89°25'25" W along said Centerline a distance of 104.55 feet, thence S 00°34'07" E a distance of 159.92 feet, thence N 73°29'09" E a distance of 108.15 feet, thence N 00°19'18" W a distance of 130.22 feet to the point of beginning.

Containing 0.35 acres, being 15,122 square feet, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

The sole purpose of this easement is to grant the State of Oklahoma, and the Transportation Commission the right to special ditches on the above described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the State of Oklahoma and the Transportation Commission by this instrument shall terminate upon completion of construction of the highway project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, IT IS owner(s) in fee simple of the above described tract.

We the undersigned owner(s) hereby designate and appoint itself as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, THE Grantor(s) herein has/have hereunto set my/our hand(s) and seal(s) this the _____ day of _____,

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

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

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

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

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

J/P NO: 21860(05)
 COUNTY: Logan
 PARCEL: 55.0

HAZARDOUS MATERIALS DISCLOSURE

PROPERTY OWNER INFORMATION		
City of Guthrie, a municipal corporation		
PROPERTY OWNER ADDRESS		
HAZARDOUS MATERIALS		
Knowledge of the presence of a known hazardous substance existing, manufactured or stored at the subject location currently or in the past.		
1. Are you aware of the presence of Lead Base Paint?	YES	NO UNKNOWN
2. Are you aware of the presence of Asbestos?	YES	NO UNKNOWN
3. Are you aware of the presence of Black Mold?	YES	NO UNKNOWN
4. Are you aware of the presence of Radon Gas?	YES	NO UNKNOWN
5. Are you aware of existence of prior manufacturing of methamphetamine?	YES	NO UNKNOWN
6. Are you aware of any underground storage tanks on the property?	YES	NO UNKNOWN
7. Are you aware of any Carcinogenic Materials on the property?	YES	NO UNKNOWN
8. Are you aware of the existence of any hazardous materials and other conditions having an environmental impact?	YES	NO UNKNOWN
9. Are you aware of any condition on the property that would impair the health or safety of others?	YES	NO UNKNOWN

J/P NO: 21860(05)
 COUNTY: Logan
 PARCEL: 71.0

HAZARDOUS MATERIALS DISCLOSURE

PROPERTY OWNER INFORMATION		
City of Guthrie, a municipal corporation		
PROPERTY OWNER ADDRESS		
HAZARDOUS MATERIALS		
Knowledge of the presence of a known hazardous substance existing, manufactured or stored at the subject location currently or in the past.		
1. Are you aware of the presence of Lead Base Paint?	YES	NO UNKNOWN
2. Are you aware of the presence of Asbestos?	YES	NO UNKNOWN
3. Are you aware of the presence of Black Mold?	YES	NO UNKNOWN
4. Are you aware of the presence of Radon Gas?	YES	NO UNKNOWN
5. Are you aware of existence of prior manufacturing of methamphetamine?	YES	NO UNKNOWN
6. Are you aware of any underground storage tanks on the property?	YES	NO UNKNOWN
7. Are you aware of any Carcinogenic Materials on the property?	YES	NO UNKNOWN
8. Are you aware of the existence of any hazardous materials and other conditions having an environmental impact?	YES	NO UNKNOWN
9. Are you aware of any condition on the property that would impair the health or safety of others?	YES	NO UNKNOWN

J/P	21860(05)
County	Logan
Parcel	55, 71

SETTLEMENT AGREEMENT

The Oklahoma Department of Transportation (ODOT), hereinafter referred to as "BUYER", and City of Guthrie, a municipal corporation, owners of property described Lots 13-16 and Lots 21-24, Block 38, in the Townsite of Guthrie Proper, a Subdivision to the City of Guthrie, in Logan County, State of Oklahoma and hereinafter referred to as "SELLER" have agreed on a Settlement Agreement for any and all damages caused by the acquisition for a sum of \$15,520.00.

BUYER and SELLER agree that:

It is understood and agreed that the compensation is hereby given to purchase 27,998.00 SF of land by Warranty Deed and 15,122.00 SF of land by Temporary Construction Easement. Once execution of all necessary documents is completed, the State of Oklahoma is not liable for any current or future damages.

SELLER will execute 1 Claim Form in the amount of \$15,520.00.

The signed documents will be submitted to the BUYER for preparation of 1 State Warrant totaling \$15,520.00 issued to the City of Guthrie. The Warrant will be mailed within 4 – 6 weeks of finalized paperwork.

BUYER will mail Warrant to the following address:

City of Guthrie
 PO Box 908
 Guthrie, OK 73044

_____ Date

_____ Date

 Miranda VanAuken Date
 Right-of-Way & Utilities Division

A/P Claims List

from 12/3/2014 to 12/4/2014

Invoice #	Vendor	Description	Account	Cost
DEC2014	C.L.E.E.T. (125)	Municipal Collection for CLEET	01-00-00-2012	\$695.76
DEC2014	O.S.B.I. (820)	Collection - AFIS and Forensic Fees	01-00-00-2012	\$754.26
DEC2014	Wanda Gross (23112)	Animal Bond Refund - Adoption #1065 on 10-	01-00-00-2017	\$25.00
2194	HURLEY PLUMBING 267	MISC PLUMBING REPAIRS	01-01-00-6112	\$77.90
NP42964253	FLEETCOR TECHNOLOGIES (219	GUTHRIE HOUSING AUTHORITY	01-01-00-6118	\$66.34
DEC2014	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION PLA	01-01-00-6326	\$3,696.02
DEC2014	O.M.A.G.(21302)	WORKERS' COMP - GENERAL	01-01-00-6326	\$15,359.60
DEC2014	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN	01-01-00-6326	\$4,034.09
NP42964253	FLEETCOR TECHNOLOGIES (219	BUILDING SERVICES	01-02-25-6118	\$115.08
NP42964253	FLEETCOR TECHNOLOGIES (219	COMMUNITY DEVELOPMENT	01-05-50-6118	\$114.93
NP42964253	FLEETCOR TECHNOLOGIES (219	CODE COMPLIANCE	01-05-51-6118	\$51.30
2035143	DEWART- GUMERSON INSURAN	NOTARY STAMP RENEWAL TESSA CASE	01-07-70-6114	\$105.00
NP42964253	FLEETCOR TECHNOLOGIES (219	POLICE ADMINISTRATION	01-07-70-6118	\$3,669.62
NOV2014	OKLA DEPARTMENT OF PUBLIC	OLETS MAINTENANCE	01-07-79-6304	\$350.00
NP42964253	FLEETCOR TECHNOLOGIES (219	STREET	01-12-00-6118	\$2,113.68
NP42964253	FLEETCOR TECHNOLOGIES (219	FLEET	01-14-00-6118	\$84.76
DEC2014	SHINEY BAYS CAR WASH (22	GPWA CAR WASH	01-14-41-6116	\$59.50
NP42964253	FLEETCOR TECHNOLOGIES (219	PARKS	01-15-11-6118	\$1,394.48
NOV2014	OKLA TAX COMMISSION(438)	Oklahoma Sales Tax for Liberty Lake	01-15-11-6125	\$1.16
Total GENERAL FUND				\$32,768.48
NP42964253	FLEETCOR TECHNOLOGIES (219	SUPPRESSION	09-09-90-6118	\$620.75
NP42964253	FLEETCOR TECHNOLOGIES (219	EMS	09-09-92-6118	\$2,867.91
DEC2014	INTERMEDIX (22025)	EMS BILLING	09-09-92-6373	\$6,850.60
NP42964253	FLEETCOR TECHNOLOGIES (219	FIRE ADMINISTRATION	09-09-96-6118	\$270.18
Total FIRE/EMS FUND				\$10,609.44
CMSEPT	WASTE CONNECTIONS, INC (210		20-00-00-5466	(\$250.00)
DEC2014	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION PL	20-21-00-6326	\$3,696.02
DEC2014	O.M.A.G.(21302)	WORKERS' COMP - GPWA	20-21-00-6326	\$15,359.59
DEC2014	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN	20-21-00-6326	\$4,034.09
2015M0302	OKLAHOMA ONE-CALL SYSTEM	OKIE 811 (OKLAHOMA ONE CALL SYSTEM	20-21-00-6347	\$367.50
DEC2014	DHH DISPOSAL 22381	Sanitation Contract	20-21-00-6348	\$192.50
1441850/144185	WASTE CONNECTIONS, INC (210	Sanitation Service Agreement with Waste Co	20-21-00-6348	\$72,791.62
14111271/14111	BNSF RAILWAY COMPANY (25)	LEASE FOR 2900' NONEXCLUSIVE ROAD	20-21-00-6382	\$2,348.60
2034688	ANNETTE LEGRANDE (22710)	Mileage 2013-2014	20-22-00-6047	\$43.51
DEC2014	MAXINE PRUITT (1915)	MILEAGE FY 14-15	20-22-00-6047	\$310.93
2035159	OKLAHOMA MUNICIPAL UTILITY	2015 OMUP MEMBERSHIP JAN 2015 - DEC	20-22-00-6048	\$100.00
1507	MID AMERICA HYDRO TECH (211	CHEMICALS FOR TREATING WATER	20-23-00-6104	\$17,554.68
1509	MID AMERICA HYDRO TECH (211	CHEMICALS FOR TREATING WATER	20-23-00-6104	\$415.10
1518	MID AMERICA HYDRO TECH (211	CHEMICALS FOR TREATING WATER	20-23-00-6104	\$16,473.60
100810	SOUTHWEST CHEMICAL (20977)	CHEMICAL'S FOR TREATING WATER	20-23-00-6104	\$1,449.50
100880	SOUTHWEST CHEMICAL (20977)	CHEMICAL'S FOR TREATING WATER	20-23-00-6104	\$4,256.00
NP42964253	FLEETCOR TECHNOLOGIES (219	WTP	20-23-00-6118	\$264.90
2014-090	ON-SITE INSTRUMENT SERVICE	12 MONTH CONTRACT FOR THE CALIBRA	20-23-00-6319	\$9,841.25
NP42964253	FLEETCOR TECHNOLOGIES (219	WWTP	20-24-00-6118	\$96.88
21176	BRANCH'S HEAT & AIR (75)	SERVICE CALL TO CHECK OUT THE HEAT	20-24-00-6317	\$65.00
NP42964253	FLEETCOR TECHNOLOGIES (219	CONVENIENCE CENTER	20-26-00-6118	\$57.91
1441850/144185	WASTE CONNECTIONS, INC (210	Sanitation Service Agreement with Waste Co	20-26-00-6375	\$2,824.09
NP42964253	FLEETCOR TECHNOLOGIES (219	LINE MAINTENANCE	20-27-00-6118	\$3,140.75
Total GPWA OPERATING FUND				\$155,434.02

A/P Claims List

from 12/3/2014 to 12/4/2014

Invoice #	Vendor	Description	Account	Cost
DEC2014	COMMUNITY STATE BANK 2287	FRONT END LOADER MONTHLY PAYMEN	54-56-12-6718	\$2,687.83
		Total CAPITAL PROJECTS		\$2,687.83
NP42964253	FLEETCOR TECHNOLOGIES (219 AIRPORT		98-98-00-6118	\$109.94
5371-14	WISE ELECTRIC COMPANY 222	TAXIWAY LIGHT REPAIR 60 AMP FUSES M	98-98-00-6315	\$388.00
DEC2014	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION PL	98-98-00-6329	\$326.69
DEC2014	O.M.A.G.(21302)	WORKERS' COMP - AIRPORT	98-98-00-6329	\$547.16
DEC2014	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN	98-98-00-6329	\$50.00
		Total AIRPORT FUND		\$1,421.79
		Total All Funds		\$202,921.56

A/P Claims List

from 12/5/2014 to 12/5/2014

Invoice #	Vendor	Description	Account	Cost
DEC2014	OKLAHOMA UNIFORM BLDG	NOVEMBER 2014 BUILDING PERMIT FEES	01-00-00-2013	\$116.00
DEC2014	CITY OF EDMOND (21508)	BASIC MONTHLY IT SERVICES	01-01-00-6373	\$1,106.86
151290	CIVICPLUS 22473	Annual website hosting fee	01-01-00-6381	\$4,792.60
		Total GENERAL FUND		\$6,015.46
DEC14	SHINEY BAY CAR WASH	CAR WASHES FD	09-09-96-6316	\$48.00
		Total FIRE/EMS FUND		\$48.00
2035124	RUDY BOX & ASSOCIATES	REPLACEMENT LID & STAINLESS STEEL	20-24-00-6312	\$6,430.00
		Total GPWA OPERATING FUND		\$6,430.00
2026217	MYERS ENGINEERING	COYLE WATER LINE EXTENSION	54-55-27-6373	\$6,511.25
		Total CAPITAL PROJECTS		\$6,511.25
01-011440-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$30.67
02-021032-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$190.46
04-045250-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$15.94
07-070310-005	UTILITY DEPOSIT REFUND		71-00-00-5555	\$41.36
08-082430-005	UTILITY DEPOSIT REFUND		71-00-00-5555	\$34.63
09-091022-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$40.38
13-132971-010	UTILITY DEPOSIT REFUND		71-00-00-5555	\$184.70
14-140300-006	UTILITY DEPOSIT REFUND		71-00-00-5555	\$74.81
14-141890-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$12.22
14-143495-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$38.56
14-144200-009	UTILITY DEPOSIT REFUND		71-00-00-5555	\$11.51
		Total UTILITY DEPOSIT FUND		\$675.24
		Total All Funds		\$19,679.95