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**63<sup>rd</sup> City Council**

**Mayor Steven J. Gentling**

**Ward I** – John Wood, Ed Wood    **Ward II** – Jeff Taylor, Brian Bothroyd

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

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**SPECIAL CITY COUNCIL MEETING WORKSHOP**

Tuesday, March 15, 2016 at 6:00p.m.

City Hall 3<sup>rd</sup> Floor Conference Room

101 N. 2<sup>nd</sup> Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Discussion regarding Oil & Gas Wells.
3. Discussion regarding Purple Heart City.
4. Discussion regarding Itinerant Merchants.
5. Discussion regarding Special Event Permits.
6. Discussion regarding Adopt a Street Program.
7. Discussion regarding TAP Grants.
8. Discussion regarding Drainage Ordinance.
9. Discussion regarding Cottonwood Intake.
10. Discussion regarding Emergency Notification Systems
11. Discussion regarding Refund/Refinance of Drinking Water State Revolving Fund Loans with Oklahoma Water Resources Board on Water Treatment Plant.
12. Discussion about City of Guthrie Boards, Committees, and Commissions.
13. Adjournment.



63rd City Council
Mayor Steven J. Gentling
Ward I - John Wood, Ed Wood Ward II - Jeff Taylor, Brian Bothroyd
Ward III - Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, March 15, 2016 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 March 1, 2016 ..... 1
B. Consider approval to award Bid No. 2016-01 Grass Management Services to Richard Martin, Guthrie, OK and authorize the Mayor to execute a contract..... 2
C. Consider approval of Budget Amendment No. 5 increasing the budget for the Guthrie Public Works Authority Fund, Fire Fund, Grant Fund, and Hotel/Motel Fund ..... 4
3. Adjournment.

CITY COUNCIL MEETING

63rd City Council
Tuesday, March 15, 2016, 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Public Comments, Community Announcements and Recognitions.
3. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any 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 Regular City Council Meeting held on March 1, 2016..... 7
B. Consider approval of Budget Amendment No. 5 increasing the budget for the Guthrie Public Works Authority Fund, Fire Fund, Grant Fund, and Hotel/Motel Fund .....10

- C. Consider approval for the renewal of the Sports Field Use Agreement for the Little League Baseball Association use of Kiwanis Field .....13
- D. Consider approval of the renewal of the Sports Field Use Agreement for the Guthrie Baseball Summer League for the use of Cottonwood Flats.....28
- E. Consider approval of the renewal of the Sports Field Use Agreement for the Softball Association for the use of Owen Field .....41
- F. Consider approval of the agreement between the City of Guthrie and Sodexo Operations, LLC for use of Highland Hall facility for the Logan County Aging Services .....55
- G. Consider approval of allowing the purchasing agent to solicit bids for demolition and removal of dilapidated structures as declared by City Council .....60
- H. Consider approval of the CPI Amendment to Hangar Ground Lease #9, Zivko Aeronautics.....67
- 4. Public hearing, discussion, and possible action on Ordinance No. 3287 amending the zoning from R-2 to C-1 for the property intended for construction of a retail establishment .....74
- 5. Discussion and possible action of adopting Ordinance No. 3283 amending Ordinance No. 3215 to allow for construction of an off-premise sign located along the southwest corner of I-35 & Seward Road and declaring an emergency.....79
- 6. Discussion and possible action on Ordinance No. 3286, amending Chapter 11: Health and Safety of the City of Guthrie Code of Ordinances, and declaring an emergency .....83
- 7. Discussion and possible action on Proposal from the Oklahoma State University Center for Hospitality and Tourism Research to conduct a Traveler’s Profile and Destination Image Study .....97
- 8. Discussion and possible action on lease agreement with TJ Campbell Construction Company for the purpose of land use ..... 112
- 9. Discussion and possible action on Mayor’s nomination(s) to the Historic Preservation Commission..... 117
- 10. Discussion and possible action on Mayor’s nomination(s) to the Guthrie Planning Commission..... 122
- 11. City Manager’s Report
- 12. Requests/comments from members of the City Council
- 13. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:
  - A. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Manager).
- 14. Consider action regarding City Manager.
- 15. Adjournment.

MINUTES  
GUTHRIE PUBLIC WORKS AUTHORITY MEETING  
March 1, 2016

The regular meeting of the Guthrie Public Works Authority was posted on Friday, February 26, 2016, before 5:00 p.m. and held Tuesday, March 1, 2016, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Steven J. Gentling.

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

Chairman Steven J. Gentling called the meeting to order at 7:01 p.m.

Members Present:	Steven J. Gentling	John Wood	Gaylord Z. Thomas
	Jeff Taylor	Sharyl Padgett	Ed Wood
	Brian Bothroyd		

Members Absent: None

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Eric Harlow	Don Sweger
	Suzette Chang	Schellon Stanley	

Chairman Gentling declared a quorum with all Trustee Members in attendance.

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held February 16, 2016.

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

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd  
Nay: None

Chairman Gentling declared the motion carried unanimously.

**Adjournment.** There being no further business for the Guthrie Public Works Authority Trustees, Chairman Gentling declared the meeting adjourned at 7:02 p.m.

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Kim Biggs, Secretary

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Steven J. Gentling, Chairman



**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input type="checkbox"/> City Council	March 15, 2016	Jessie Bryan,
<input checked="" type="checkbox"/> GPWA		Purchasing Agent
<input type="checkbox"/> Other: _____		

**Agenda Item**

Consider approval to award Bid No. 2016-01 Grass Management Services to Richard Martin, Guthrie, OK and authorize the Mayor to execute a contract.

**Summary**

On February 2, 2016 the Guthrie Trustees authorized staff to solicit bids for grass management services for one (1) property located at the Guthrie Convenience Center, in the NW ¼ Section 1, T16N, R3W, 13.48 acres mol.

The bid was published in the Guthrie News Leader and six (6) bid packets were mailed to interested parties. Only one response was received:

<u>Vendor</u>	<u>Total Bid Price</u>
Richard Martin:	\$308.00

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>20-00-00-5466</u>	<b>Amount</b>	<u>\$308.00</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

**Supporting documents attached**

- Bid Tabulation Sheet

**Recommendation**

Approve awarding Bid 2016-01 and authorizing the Mayor to execute a contract.

**Action Needed**       Public Hearing       Motion       Emergency Clause



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**BID No. 2016-01  
GRASS MANAGEMENT SERVICES  
BID TABULATION SHEET**

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**CONVENIENCE CENTER PROPERTY - MOWING (only)**

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Richard Martin	\$308 per year
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**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
Other: \_\_\_\_\_

**Date of Meeting**

March 15, 2016

**Contact**

Kim Biggs,  
City Clerk/Treasurer

**Agenda Item**

Consider approval of Budget Amendment No. 5 increasing the budget for the Guthrie Public Works Authority Fund, Fire Fund, Grant Fund, and Hotel/Motel Fund.

**Summary**

Budget Amendment No. 5 addresses unbudgeted revenue and expenditures:

1. Increasing Guthrie Public Works Authority Fund in the amount of \$1016 for a settlement received from Dale Whitaker Trucking.
2. Increasing Fire Fund in the amount of \$40,004 for monies received from FEMA Assistance/Firefighters Grant.
3. Increasing Grant Fund in the amount of \$24,900 for money received from the Children’s Reading Charitable Trust for furniture, materials, and programs for children.
4. Increasing Hotel/Motel Budgeted Fund Balance in the amount of \$29,160 by utilizing the 5% Administrative Fee collected to fund the contract with Oklahoma State University for the Traveler’s Profile and Destination Image Study.

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

**Supporting documents attached**

- Request for Budget Amendment
- Budget Revision Report

**Recommendation**

Staff recommends approval.

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

**CITY OF GUTHRIE**  
**GUTHRIE PUBLIC WORKS AUTHORITY**  
**REQUEST FOR BUDGET AMENDMENT**

Type of Amendment: \_\_\_\_\_ Date: March 15, 2016  
1. Transfer of Appropriations  
2. Supplemental Appropriations --X--  
3. Appropriation Decrease \_\_\_\_\_ Amendment No. 5  
4. Revenue Increase

\*\*\*\*\*

**Funds Effected:**

GPWA Fund - \$1016  
Fire Fund - \$40,004  
Grant Fund - \$24,900  
Hotel/Motel Fund - \$29,160

**Comments:**

Budget Amendment No. 5 addresses unbudgeted revenue and expenditures:

1. Increasing Guthrie Public Works Authority Fund in the amount of \$1016 for a settlement received from Dale Whitaker Trucking.
2. Increasing Fire Fund in the amount of \$40,004 for monies received from FEMA Assistance/Firefighters Grant.
3. Increasing Grant Fund in the amount of \$24,900 for money received from the Children's Reading Charitable Trust for furniture, materials, and programs for children.
4. Increasing Hotel/Motel Budgeted Fund Balance in the amount of \$29,160 by utilizing the 5% Administrative Fee collected to fund the contract with Oklahoma State University for the Traveler's Profile and Destination Image Study.

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**APPROVAL**

Date: \_\_\_\_\_

Purchasing Agent: \_\_\_\_\_ City Manager: \_\_\_\_\_

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Council Approval Needed? Yes Date Posted: \_\_\_\_\_

If yes, date approved: \_\_\_\_\_ City Clerk: \_\_\_\_\_

\*\*\*\*\*

After amendment has been entered in the computer, copies are to be sent to the following:

- City Manager - 1 copy
- Purchasing Agent - 1 copy
- Department Head - 1 copy

*City of Guthrie*  
*2016 Unposted Budget Revisions*

Fiscal Year	Period	Reason	Account Number	Description	Increase	Decrease
2016	6	No. 5	20-00-00-5415	GPWA Reimbursable	\$1,016.00	\$0.00
			20-27-00-6316	LM Vehicle Maintenance	\$1,016.00	\$0.00
			09-00-00-5416	FEMA Reimbursable Assistance	\$40,004.00	\$0.00
			09-09-90-6102	Minor Tools	\$40,004.00	\$0.00
			30-00-00-5543	Childrens Reading Charitable Trust	\$24,900.00	\$0.00
			30-30-06-6394	Childrens Reading Program	\$24,900.00	\$0.00
			45-00-00-5401	Hotel/Motel Budgeted Fund Balance	\$29,160.00	\$0.00
			45-45-00-6373	Professional Services	\$29,160.00	\$0.00

MINUTES  
CITY COUNCIL MEETING  
March 1, 2016

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, February 26, 2016, before 5:00 p.m. and held Tuesday, March 1, 2016, in the Guthrie City Hall Council Chambers.

Mayor Gentling called the meeting to order at 7:03 p.m.

Members Present:	Steven J. Gentling	John Wood	Gaylord Z. Thomas
	Jeff Taylor	Sharyl Padgett	Ed Wood
	Brian Bothroyd		

Members Absent: None

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Eric Harlow	Don Sweger
	Suzette Chang	Schellon Stanley	

Mayor Gentling declared a quorum with all Council Members in attendance.

**Public Comments, Community Announcements, and Recognition.** Mr. Dave Wolek, 89er Event Chairman, addressed the City Council regarding the process of permitting vendors during the 89er celebration. Mr. Wolek also requested that the City Council consider waiving the mandatory signatures as required on the application for Use of Streets and/or Public Property when requesting to hold a parade that occurs annually – 89er Day, Territorial Christmas, Martin Luther King Jr, and Veterans Day.

**Consent Agenda.** Motion by Vice Mayor J. Wood, seconded by Council Member E. Wood, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the City Council Workshop held on February 16, 2016.
- B. Consider approval of minutes of the Regular City Council Meeting held on February 16, 2016.
- C. Consider approval of waiving the rental fee for the Mineral Wells Pavilion for the Parent-Teach Organization (PTO) of Guthrie Upper Elementary School (GUES) on Tuesday, April 5, 2016.
- D. Consider approval of Change Order No. 2 extending the contract with C4L, LLC for twenty-nine (29) days which will expire on March 28, 2016.

Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd  
Nay: None

Mayor Gentling declared the motion carried unanimously.

**Resolution No. 2016-01.** Motion by Vice Mayor J. Wood, seconded by Council Member Padgett, moved approval of Resolution No. 2016-01 waiving selected sections from the Guthrie Code of Ordinances during the Bike MS Event to be held September 21-25, 2016, at Highland Park. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

**Ordinance No. 3284 increasing the number of Library Board members to seven.** No action.

**Mayor's nomination to the Guthrie Library Board.** No action.

**Ordinance No. 3285.** Motion by Council Member Thomas, seconded by Council Member Padgett, moved approval of adopting Ordinance No. 3285, amending Ordinance No. 2833 levying and assessing an excise tax to three and three-quarter percent (3.75%) of the purchase price upon the storage, use or consumption of tangible, personal property purchased outside the State of Oklahoma and brought into the City of Guthrie, Oklahoma. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

**City Manager's Report:** No report.

**Requests/Comments from Members of the City Council:** Thanked the Chamber of Commerce for a very successful Chamber Banquet and also thanked the individuals honored at the banquet for their significant impact in the community.

**Executive Session.** Motion by Council Member Bothroyd, seconded by Vice Mayor J. 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 the City Council and its Attorney concerning a pending investigation or claim (Initiative Petition).

- B. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Manager).

Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd  
Nay: None

Mayor Gentling declared the motion carried unanimously at 7:25 p.m. Attending Executive Session were Mayor Gentling, Vice Mayor J. Wood, Council Members Thomas, Taylor, Padgett, E. Wood, and Bothroyd, City Manager Johnson, and City Attorney Shadid.

**Reconvene.** Mayor Gentling reconvened the Guthrie City Council Meeting at 9:45 p.m. and stated no action was taken in Executive Session.

**Consider action regarding Initiative Petition.** No action.

**Consider action regarding City Manager.** Motion by Council Member Thomas, seconded by Council Member Taylor, moved approval to have City Attorney Shadid draw up a contract according to the terms discussed and present contract at next meeting retroactive to March 1, 2016. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd  
Nay: None

Mayor Gentling declared the motion carried unanimously

**Adjournment.** There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 9:47 p.m.

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Kim Biggs, City Clerk

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Steven J. Gentling, Mayor



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
Other: \_\_\_\_\_

**Date of Meeting**

March 15, 2016

**Contact**

Kim Biggs,  
City Clerk/Treasurer

**Agenda Item**

Consider approval of Budget Amendment No. 5 increasing the budget for the Guthrie Public Works Authority Fund, Fire Fund, Grant Fund, and Hotel/Motel Fund.

**Summary**

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

**Supporting documents attached**

- Request for Budget Amendment
- Budget Revision Report

**Recommendation**

Staff recommends approval.

**Action Needed**       Public Hearing       Motion       Emergency Clause

**CITY OF GUTHRIE**  
**GUTHRIE PUBLIC WORKS AUTHORITY**  
**REQUEST FOR BUDGET AMENDMENT**

Type of Amendment: \_\_\_\_\_ Date: March 15, 2016  
1. Transfer of Appropriations  
2. Supplemental Appropriations --X--  
3. Appropriation Decrease \_\_\_\_\_ Amendment No. 5  
4. Revenue Increase

\*\*\*\*\*

**Funds Effected:**

GPWA Fund - \$1016  
Fire Fund - \$40,004  
Grant Fund - \$24,900  
Hotel/Motel Fund - \$29,160

**Comments:**

Budget Amendment No. 5 addresses unbudgeted revenue and expenditures:

1. Increasing Guthrie Public Works Authority Fund in the amount of \$1016 for a settlement received from Dale Whitaker Trucking.
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4. Increasing Hotel/Motel Budgeted Fund Balance in the amount of \$29,160 by utilizing the 5% Administrative Fee collected to fund the contract with Oklahoma State University for the Traveler's Profile and Destination Image Study.

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**APPROVAL**

Date: \_\_\_\_\_

Purchasing Agent: \_\_\_\_\_ City Manager: \_\_\_\_\_

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Council Approval Needed? Yes Date Posted: \_\_\_\_\_

If yes, date approved: \_\_\_\_\_ City Clerk: \_\_\_\_\_

\*\*\*\*\*

After amendment has been entered in the computer, copies are to be sent to the following:

City Manager - 1 copy  
Purchasing Agent - 1 copy  
Department Head - 1 copy

*City of Guthrie*  
*2016 Unposted Budget Revisions*

Fiscal Year	Period	Reason	Account Number	Description	Increase	Decrease
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			09-09-90-6102	Minor Tools	\$40,004.00	\$0.00
			30-00-00-5543	Childrens Reading Charitable Trust	\$24,900.00	\$0.00
			30-30-06-6394	Childrens Reading Program	\$24,900.00	\$0.00
			45-00-00-5401	Hotel/Motel Budgeted Fund Balance	\$29,160.00	\$0.00
			45-45-00-6373	Professional Services	\$29,160.00	\$0.00



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

March 15, 2016

**Contact**

Maxine Pruitt,  
Municipal Services Director

**Agenda Item**

Consider approval for the renewal of the Sports Field Use Agreement for the Little League Baseball Association use of Kiwanis Field.

**Summary**

The Little League Baseball Association has requested renewal for the use agreement of the Kiwanis Field for FY2016 baseball season. They have provided the proof of insurance and the \$100 deposit. The agreement is for 1 year. The playing season runs from April through July. The 2016 mowing schedule is attached.

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

**Supporting documents attached:**

- Sports Field Use Agreement, Kiwanis Field

**Recommendation**

Approve the Little League Baseball Association Sports Field Use Agreement for Kiwanis Field.

**Action Needed**       Public Hearing       Motion       Emergency Clause



## SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 2nd day of March, 20 16 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Guthrie Baseball Summer League, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

### 1. PREMISES:

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

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

2/22/2011

TO HAVE AND TO HOLD the same for a term commencing on the 1<sup>st</sup> day of May, 2016 (the "Commencement Date"), and ending on the 31<sup>st</sup> day of July, 2016, subject to termination as provided herein (the "Lease Term").

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

3. PURPOSE AND USE: The Premises shall be used for playing Baseball practicing Baseball, conducting

Baseball games, concession stand sales and related incidental purposes including fundraisers to directly benefit LESSEE, and for no other purpose, except such as shall be from time to time permitted in writing by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, regulations applicable to the uses of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. All existing locks,

2/22/2011

gates, doors, etc. should remain intact (will not be cut, taken down or otherwise altered. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises. LESSEE shall provide activities to benefit City of Guthrie residents, within age groups designated by the LESSEE and LESSEE shall not engage in any discriminatory uses of the Premises on the basis of race, creed, color, sex, national origin, religion, or handicap. LESSEE shall control all scheduling of all games and practices upon the Premises and shall provide supervision of the concession stand and restrooms at all times by adults.

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

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

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

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

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

2/22/2011

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

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

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

9. NO WASTE OR DAMAGE: LESSEE shall not commit any waste upon or do any damage to the Premises. LESSEE shall not use or permit the use of the Premises for any unlawful purpose or in violation of the City of Guthrie zoning laws. LESSEE shall not permit any rubbish, refuse, or garbage to accumulate or create a fire hazard in or about the Premises. In connection with its occupancy of

2/22/2011

the Premises, LESSEE shall not use the demised Premises in violation of any laws, ordinances, regulations or orders of any duly constituted authorities of the City, State, or Federal government. No storage of goods or merchandise shall be permitted except within the leased Premises. LESSOR has the right to charge LESSEE (after giving written notice to LESSEE for any expense LESSOR may incur to enforce the provisions of this paragraph.)

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

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

2/22/2011

Upon the occurrence of an "event of default" as hereinafter defined, if the Premises are then assigned or sublet, LESSOR, in addition to any other remedies provided by law, may at its option, collect directly from assignee or subtenant all rents that become due to LESSEE under such assignment or sublease and apply hereunder, and no such collection shall be construed to constitute a novation or release of LESSEE from the further performance of LESSEE's obligations hereunder. LESSOR shall have the right to assign the rents under this Lease, or the lease itself.

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

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

2/22/2011

- (f) LESSEE shall fail to file any sales tax reports in a timely manner or fail to timely pay any sales tax receipts to the Oklahoma Tax Commission.

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

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

2/22/2011

(g) Exercise any and all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

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

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

2/22/2011

LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

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

ATTEST:

-----  
City Clerk

ATTEST:

-----  
Secretary

"LESSOR"  
City of Guthrie

By: \_\_\_\_\_

"LESSEE"  
Guthrie Baseball Association

By: SA [Signature]

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

2/22/2011

EXHIBIT A

KIWANIS FIELD  
701 N. PINE ST.

LEGAL DESCRIPTION

6 ACRES MOL

LEGAL: 02W1 16N 08 NE

N  $\frac{1}{4}$  of the N  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 9, T 16N, R2W

EXHIBIT B  
KEY DISTRIBUTION SHEET

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

ORGANIZATION: \_\_\_\_\_

FIELD: \_\_\_\_\_

KEYS TO: \_\_\_\_\_

NO. OF KEYS OR SETS: \_\_\_\_\_

RESPONSIBLE PARTY:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

PHONE NO.

## Exhibit C

### SPORTS FIELD MOWING SCHEDULE 2016

Rain may cause schedule to vary  
by a day or two

#### 2 WEEKS SCHEDULE MOWING, TRIMMING

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

EXHIBIT D  
PROOF OF INSURANCE

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM-DD-YYYY)  
03/11/2015

PRODUCER  
Terrainsure Group  
2403 S Division St. A  
Guthrie, OK 73044  
Phone: (405)293-4880

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Guthrie Baseball Association  
PO BOX 1273  
Guthrie, OK 73044

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Scottsdale Insurance Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

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

INSR (ADD'L) LTD. INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPS1994350	05/16/2014	05/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AUTO ONLY - AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS (OTH- ER) \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
designated premises: Cottonwood Flats Baseball Field, Guthrie, OK

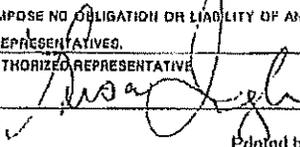
## CERTIFICATE HOLDER

City of Guthrie

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



(LGI)

ACORD 25 (2001/08)

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Printed by LGI on March 11, 2015 at 10:27AM



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

March 15, 2016

**Contact**

Maxine Pruitt,  
Municipal Services  
Director

**Agenda Item**

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

**Summary**

This agreement is a renewal with the Guthrie Baseball Summer League. They have provided the proof of insurance and the \$100 deposit. This agreement is for one (1) year, with the playing season running from April through July. The mowing schedule is attached for 2016.

**Funding Expected**       Revenue       Expenditure       N/A

**Budgeted**       Yes       No       N/A

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

**Supporting documents attached:**

- Sports Field Use Agreement, Cottonwood Flats

**Recommendation**

Approve the Guthrie Baseball Summer League Sports Field Use Agreement for Cottonwood Flats.

**Action Needed**       Public Hearing       Motion       Emergency Clause



## SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 2<sup>nd</sup> day of March, 20 16 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Guthrie Baseball Summer League, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

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

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

TO HAVE AND TO HOLD the same for a term commencing on the 1<sup>st</sup> day of April, 20 16, (the "Commencement Date"), and ending on the 1<sup>st</sup> day of April, 20 17, subject to termination as provided herein (the "Lease Term").

2/22/2011

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

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

Baseball , practicing, Baseball conducting

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

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

2/22/2011

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

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

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

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

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

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

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

2/22/2011

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

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

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

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

2/22/2011

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

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

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

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

2/22/2011

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

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

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

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

2/22/2011

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

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

ATTEST:

-----  
City Clerk

ATTEST:

-----  
Secretary

"LESSOR"  
City of Guthrie

By: \_\_\_\_\_

"LESSEE"  
Guthrie Baseball Association

By: SA [Signature]

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

2/22/2011

EXHIBIT A

COTTONWOOD FLATS  
BETWEEN NOBLE & COLLEGE AND 5<sup>TH</sup> & 8<sup>TH</sup> STREETS

LEGAL DESCRIPTION

33 ACRES MOL

LEGAL: 02W1 16N 08 NE

EXHIBIT B  
KEY DISTRIBUTION SHEET

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

ORGANIZATION: \_\_\_\_\_

FIELD: \_\_\_\_\_

KEYS TO: \_\_\_\_\_

NO. OF KEYS OR SETS: \_\_\_\_\_

RESPONSIBLE PARTY:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

PHONE NO.

## Exhibit C

### SPORTS FIELD MOWING SCHEDULE 2016

Rain may cause schedule to vary  
by a day or two

**2 WEEKS SCHEDULE  
MOWING, TRIMMING**

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

EXHIBIT D  
PROOF OF INSURANCE

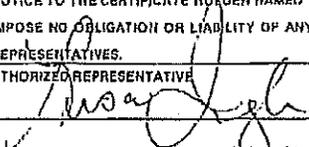
<b>ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM-DD-YYYY) 03/11/2015
PRODUCER Terrainsure Group 2403 S Division St. A Guthrie, OK 73044	Phone: (405)293-4800	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Guthrie Baseball Association PO BOX 1273 Guthrie, OK 73044	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Scottsdale Insurance Company</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR (Add'l) LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	CPS1994350	05/16/2014	05/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E& occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (E& accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS   OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 designated premises: Cottonwood Flats Baseball Field, Guthrie, OK

<b>CERTIFICATE HOLDER</b> City of Guthrie	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  (LGI)
--	---



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

March 15, 2016

**Contact**

Maxine Pruitt,  
Municipal Services Director

**Agenda Item**

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

**Summary**

This agreement is the result of a proposal the Softball Association presented to the Park Board for full control of Owen Field with the understanding the Association would make improvements to the field each year. FY2013 the Association replaced and repaired water lines in the restrooms which had burst during the winter. FY2014 the Association paid \$1,300 to repair the lights for the field. FY2015 the Association did some painting of the dugouts and are in the process of doing some other improvements to the dugouts. They have provided proof of insurance and have provided the \$100 deposit. The mowing schedule for the FY2016 season is included.

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

**Supporting documents attached:**

- Sports Field Use Agreement

**Recommendation**

Approve the Softball Association Sports Field Use Agreement.

**Action Needed**       Public Hearing       Motion       Emergency Clause



## SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 9th day of March, 20 16 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and **Softball Association**, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

### 1. PREMISES:

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

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

2/22/2011

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of April, 2016 (the "Commencement Date"), and ending on the 1st day of April, 2017 subject to termination as provided herein (the "Lease Term").

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

3. PURPOSE AND USE: The Premises shall be used for playing SOFTBALL, practicing SOFTBALL, conducting SOFTBALL games, concession stand sales and related incidental purposes including fundraisers to directly benefit LESSEE, and for no other purpose, except such as shall be from time to time permitted in writing by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, regulations applicable to the uses of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. All existing locks, gates, doors, etc. should remain intact (will not be cut,

2/22/2011

taken down or otherwise altered. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises. LESSEE shall provide activities to benefit City of Guthrie residents, within age groups designated by the LESSEE and LESSEE shall not engage in any discriminatory uses of the Premises on the basis of race, creed, color, sex, national origin, religion, or handicap. LESSEE shall control all scheduling of all games and practices upon the Premises and shall provide supervision of the concession stand and restrooms at all times by adults.

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

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

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

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

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

The aforesaid insurance shall protect the LESSOR and THE CITY OF GUTHRIE from all liability, judgments, claims, damages, causes of action, loss, cost and

2/22/2011

expenses arising from or related to LESSEE'S use of the Premises, excluding participants who will not be covered during actual participation in practice, game or event.

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

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

9. NO WASTE OR DAMAGE: LESSEE shall not commit any waste upon or do any damage to the Premises. LESSEE shall not use or permit the use of the Premises for any unlawful purpose or in violation of the City of Guthrie zoning laws. LESSEE shall not permit any rubbish, refuse, or garbage to accumulate or create a fire hazard in or about the Premises. In connection with its occupancy of the Premises, LESSEE shall not use the demised Premises in violation of any laws, ordinances, regulations or orders of any duly constituted authorities of the City,

2/22/2011

State, or Federal government. No storage of goods or merchandise shall be permitted except within the leased Premises. LESSOR has the right to charge LESSEE (after giving written notice to LESSEE for any expense LESSOR may incur to enforce the provisions of this paragraph.)

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

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

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

2/22/2011

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

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

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

2/22/2011

- (f) LESSEE shall fail to file any sales tax reports in a timely manner or fail to timely pay any sales tax receipts to the Oklahoma Tax Commission.

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

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

2/22/2011

(g) Exercise any and all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

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

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

2/22/2011

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

“LESSOR”  
City of Guthrie

ATTEST:

By: \_\_\_\_\_

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

“LESSEE”  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

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

2/22/2011

EXHIBIT A

OWEN FIELD  
203 S. ACADEMY ROAD

LEGAL DESCRIPTION

15 ACRES MOL

LEGAL: 03W1 16N 12NE

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

EXHIBIT B  
KEY DISTRIBUTION SHEET

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

ORGANIZATION: \_\_\_\_\_

FIELD: \_\_\_\_\_

KEYS TO: \_\_\_\_\_

NO. OF KEYS OR SETS: \_\_\_\_\_

RESPONSIBLE PARTY:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NO.

## Exhibit C

### SPORTS FIELD MOWING SCHEDULE 2016

**Rain may cause schedule to vary  
by a day or two**

**2 WEEKS SCHEDULE  
MOWING, TRIMMING**

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

EXHIBIT D  
PROOF OF INSURANCE



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

March 15, 2016

**Contact**

Kim Biggs,  
City Clerk/Treasurer

**Agenda Item**

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

**Summary**

The proposed agreement is a renewal, with a commencement and ending dates of July 1, 2016 through June 30, 2017. The proposed Agreement is coming to the City Council early this year due to the State having a new requirement that all contracts have to be finalized by April 30, 2016. Logan County Aging Services prepares meals (lunch) for the elderly 260 days per year with the use of Highland Hall. The Annex is used for the purpose of office space related to the management of the Nutrition Program. On November 17, 2009 City Council amended the Lease Agreement reducing the \$400 monthly rental rate for use of the Annex to \$1 per year through the Lease period or until funding is restored. Marlene Snow, Project Director, informed the City that the last six fiscal years the State has reduced their funding. Ms. Snow has been notified that Fiscal Year 2017 will see a reduction of 40% or \$30,000 to the program with the possibility of more reductions. Furloughs are currently underway. When Logan County Aging Services is not using Highland Hall, the City has the ability to rent the facility. The City of Guthrie collects \$350 per month from Sodexho Operations, LLC for the share of utilities.

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>01-00-00-5419</u>	<b>Amount</b>	<u>\$4200</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same as last year</u>

**Supporting documents attached**

- Lease of Facility for Logan County Aging Services

**Recommendation**

Approve the Lease of Facility for Logan County Aging Service with Sodexho Operations, LLC.

**Action Needed**       Public Hearing       Motion       Emergency Clause

**LEASE OF FACILITY FOR LOGAN COUNTY AGING SERVICES**

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

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

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

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

**ARTICLE I**

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

1. To make available the FACILITY, wherein SODEXHO shall conduct food preparation in accordance with its obligations under the provisions of Nutrition Project Award No. 34081159C.
2. To make the FACILITY and its kitchen available to SODEXHO between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday and the dining room available between 8:00 a.m. and 3:00 p.m., with serving time to be specified by the Nutrition Council.
3. To make the ANNEX available to SODEXHO for the purpose of office space related to the management of the Nutrition Project.
4. To allow the building to be utilized to prepare meals two hundred and sixty (260) days per year, excluding the following holidays: New Year’s Day, Eighty Niner’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday and Christmas Day and the day following.
5. To schedule no events which conflict with SODEXHO’s program.
6. To notify the Project Director of the CITY’s use of the facility for elections at least thirty (30) days in advance.

**ARTICLE II**

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

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

**ARTICLE III**

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

1. The terms of this Agreement are for twelve (12) months, commencing on July 1, 2016 and terminating on the 30<sup>th</sup> day of June, 2017.
2. This Agreement may be terminated by either party, from any given date, by them giving a thirty (30) days notice, by certified mail addressed to the CITY or SODEXHO at the addresses indicated below and such mailing shall constitute full proof of and compliance with the requirements of notice of their intent to terminate the same:

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

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

AND

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

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

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

Signed this 15<sup>th</sup> day of March, 2016.

CITY OF GUTHRIE, OKLAHOMA

\_\_\_\_\_  
Steven J. Gentling, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Sodexo Operations LLC

\_\_\_\_\_  
Ted J. Monk  
Senior Vice President

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Ted J. Monk, to me known to be the identical person who signed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF Logan )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Steven J. Gentling, 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, for the uses and purposes therein set forth.

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

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_ Notary Public



**Agenda Item Cover Letter**

**Meeting**  
 City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**  
 March 15, 2016

**Contact**  
 Jessie Bryan,  
 Purchasing Agent

**Agenda Item**

Consider approval of allowing the purchasing agent to solicit bids for demolition and removal of dilapidated structures as declared by City Council.

**Summary**

Code Enforcement staff have been working to identify dilapidated structures within the city limits. The solicitation for bids will allow for an award to be based on the cost of a per lot basis or on a lump sum basis, whichever method is deemed to be in the best interest of the City. In addition, if any owners of the listed properties wish to demolish their structure, that individual piece of property will be removed from the list and will not be considered in making an award.

The properties identified include:

1120 W Washington	912 W Mansur
1001 W Mansur	412 W Grant
1205 E Oklahoma	1307 E Springer

**Funding Expected**     Revenue                       Expenditure                       N/A

**Budgeted**                       Yes                                       No                                       N/A

**Account Number**                      **Amount**                                      \_\_\_\_\_

**Legal Review**                       N/A                                       Required                                      **Completed Date:** \_\_\_\_\_

**Supporting documents attached**

- Photos of Structures

**Recommendation**

Staff Recommends Approval

**Action Needed**                       Public Hearing                       Motion                                       Emergency Clause

1120 W Washington



912 W Mansur



1001 W Mansur



412 W Grant



1205 E Oklahoma



1307 E Springer





Agenda Item Cover Letter

Meeting: [X] City Council, [ ] GPWA, [ ] Other:
Date of Meeting: March 15, 2016
Contact: Schellon Stanley, Airport Manager

Agenda Item

Consider approval of the CPI Amendment to Hangar Ground Lease #9, Zivko Aeronautics .

Summary

Per the lease agreement between the City of Guthrie and Zivko Aeronautics the Lessor wishes to exercise their right as stated in Paragraph 2, to adjust the rental fee every five (5) years according to the annual percentage increases in the Consumer Price Index for the five (5) preceding years. Staff has adjusted the lease rate according to the increases for the years 2011 thru 2015. The lease rate per square foot will increase from \$0.06323 to \$0.06883. The annual rate will increase from \$975.19 to \$1,061.65 and will remain at this rate until December 31, 2020. This is an increase of \$106.82 per year. This ground lease expires July 17, 2040.

Funding Expected: [X] Revenue, [ ] Expenditure, [ ] N/A
Budgeted: [ ] Yes, [ ] No, [ ] N/A
Account Number: 98-00-00-5463, Amount: \$106.82 (increase amount)
Legal Review: [ ] N/A, [X] Required, Completed Date:
Mayor's Appt.: [ ] Yes, [ ] No

Supporting documents attached

Amendment to Hangar Ground Lease Agreement; 5(five) year Consumer Price Index Adjustment; Exhibit "A"; Exhibit "B"; Dept. of Labor Tables

Recommendation

Approve Amendment to Hangar Ground Lease for Hangar #9.

Action Needed: [ ] Public Hearing, [X] Motion, [ ] Emergency Clause

**AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT**

This Amendment to Hangar Ground Lease Agreement previously entered into on the 18th day of July, 2000, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Zivko Aeronautics, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 15,424 square feet of hangar space (Hangar # 09), and

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

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

Rental under this amendment to Hangar Lease shall be \$1,061.65 per annum, representing a 0.06883 cents per square foot rate determined in accordance with the following formula:

$$\underline{15,424} \text{ square feet} \times \underline{\$0.06883} = \underline{\$1061.65}$$

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

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

LESSEE:  
By: \_\_\_\_\_

STATE OF OKLAHOMA            )  
  )  
COUNTY OF LOGAN            )        SS.



## **5 (FIVE) YEAR CONSUMER PRICE INDEX ADJUSTMENT**

This Adjustment to Hangar Ground Lease Agreement previously entered into on the 18th day of July, 2000, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Zivko Aeronautics, (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 15,424 square feet of hangar space (Hangar # 9) and

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

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

Rental under this amendment to Hangar Lease shall be \$1,061.65 per annum, representing a 0.06883 cents per square foot rate determined in accordance with the following formula:

$$\underline{15,424} \text{ square feet} \times \$0.06883 = \$ 1,061.65$$

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

This adjustment is effective for the term of January 1, 2016 through December 31, 2020.

EXHIBIT A

The following described real property situated in the City of Guthrie, Logan County, Oklahoma, to-wit:

A hanger, situated on a tract of land lying in the Northwest Quarter (NW1/4) of Section Twenty-one (21), Township Sixteen North (T16N), Range Two (R2) West of the Indian Meridian, Logan County, Oklahoma, more particularly described as:

COMMENCING at the Northwest Corner of said Northwest Quarter;  
THENCE S00°12'45"E along the West line of said Northwest Quarter a distance of 1,589.49 feet;  
THENCE N89°47'15"E a distance of 1,669.07 feet;  
THENCE S07°09'12"W a distance of 49.74 feet to the point of beginning;  
THENCE S31°29'38"W a distance of 231.00 feet;  
THENCE S58°30'22"E a distance of 54.00 feet;  
THENCE N31°29'38"E a distance of 231.00 feet;  
THENCE N58°30'22"W a distance of 54.00 feet to the point of beginning.

Said tract contains 15,424 square feet more or less.

Otherwise known as "Building # 9".

**"EXHIBIT B"**

**Zivko Aeronautics - Hangar # 9**

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

**Consumer Price Index (South Urban Region, All Items)**

Current Price per Square Foot.

0.0632

<b>Year</b>	<b>Increase</b>	<b>Cost Increase</b>	<b>Cost Per SF</b>
2011	3.40%	0.00215	\$ 0.06538
2012	2.10%	0.00137	\$ 0.06675
2013	1.60%	0.00107	\$ 0.06782
2014	1.70%	0.00115	\$ 0.06897
2015	-0.20%	-0.00014	\$ 0.06883
<b>Total</b>			<b>\$ 0.06883</b>

Original cost for Hangar Ground Lease	15,424	Sq Ft	\$ 975.19
New Ground Lease Cost	15,424	Sq Ft	<b>\$ 1,061.65</b>
Increase in Cost of Lease			\$ 86.46



# Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: 2006 To: 2016

include graphs  include annual averages

[More Formatting Options](#)

Data extracted on: March 1, 2016 (12:12:01 PM)

## Consumer Price Index - All Urban Consumers

Series Id: CUUR0300SA0  
 Not Seasonally Adjusted  
 Area: South urban  
 Item: All items  
 Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	191.5	191.8	192.8	194.7	195.5	196.3	197.0	197.1	195.8	194.7	194.3	194.8	194.7	193.8	195.6
2007	195.021	195.950	197.904	199.618	200.804	201.675	201.571	201.041	201.697	202.155	203.437	203.457	200.361	198.495	202.226
2008	204.510	205.060	206.676	208.085	210.006	212.324	213.304	212.387	212.650	210.108	205.559	203.501	208.681	207.777	209.585
2009	204.288	205.343	206.001	206.657	207.265	209.343	208.819	209.000	208.912	209.292	209.738	209.476	207.845	206.483	209.206
2010	210.056	210.020	211.216	211.528	211.423	211.232	210.988	211.308	211.775	212.026	211.996	212.488	211.338	210.913	211.764
2011	213.589	214.735	217.214	218.820	219.820	219.318	219.682	220.471	220.371	219.969	219.961	219.469	218.618	217.249	219.987
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469														

## 12-Month Percent Change

Series Id: CUUR0300SA0  
 Not Seasonally Adjusted  
 Area: South urban  
 Item: All items  
 Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	4.3	3.8	3.7	4.0	4.4	4.5	4.5	4.1	2.0	1.1	1.9	2.5	3.4	4.1	2.7
2007	1.8	2.2	2.6	2.5	2.7	2.7	2.3	2.0	3.0	3.8	4.7	4.4	2.9	2.4	3.4
2008	4.9	4.6	4.4	4.2	4.6	5.3	5.8	5.6	5.4	3.9	1.0	0.0	4.2	4.7	3.6
2009	-0.1	0.1	-0.3	-0.7	-1.3	-1.4	-2.1	-1.6	-1.8	-0.4	2.0	2.9	-0.4	-0.6	-0.2
2010	2.8	2.3	2.5	2.4	2.0	0.9	1.0	1.1	1.4	1.3	1.1	1.4	1.7	2.1	1.2
2011	1.7	2.2	2.8	3.4	4.0	3.8	4.1	4.3	4.1	3.7	3.8	3.3	3.4	3.0	3.9
2012	3.2	3.3	2.8	2.5	1.6	1.7	1.4	1.6	2.1	2.1	1.6	1.7	2.1	2.5	1.7
2013	1.6	1.8	1.5	0.9	1.3	1.9	2.2	1.7	1.3	1.3	1.5	1.8	1.6	1.5	1.6
2014	1.7	1.2	1.5	2.3	2.4	2.3	2.0	1.7	1.7	1.6	1.3	0.6	1.7	1.9	1.5
2015	-0.4	-0.3	-0.3	-0.6	-0.4	-0.1	-0.1	-0.2	-0.4	-0.1	0.3	0.5	-0.2	-0.3	0.0
2016	1.2														

**TOOLS**

Areas at a Glance  
 Industries at a Glance

**CALCULATORS**

Inflation  
 Location Quotient

**HELP**

Help & Tutorials  
 FAQs

**INFO**

What's New  
 Careers @ BLS

**RESOURCES**

Inspector General (OIG)  
 Budget and Performance



**Agenda Item Cover Letter**

<p><b>Meeting</b>  <input checked="" type="checkbox"/> City Council  <input type="checkbox"/> GPWA  <input type="checkbox"/> Public  <input checked="" type="checkbox"/> Other: <u>Hearing</u></p>	<p><b>Date of Meeting</b>          March 15, 2016</p>	<p><b>Contact</b>          Cody Mosley,          Community &amp; Economic          Development Director</p>
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**Agenda Item**

Public hearing, discussion, and possible action on Ordinance No. 3287 amending the zoning from R-2 to C-1 for the property intended for construction of a retail establishment.

**Summary**

On Thursday March 10, 2016 the Planning Commission met to discuss application 2015-20113538 regarding a request to rezone property located along Noble Ave. west of 10<sup>th</sup> Street. The request is for a rezoning from R-2 to C-1(Neighborhood Commercial). The Planning Commission voted 3-2 to recommend not rezoning the property.

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

**Supporting documents attached**

- Ordinance No. 3287
- Notice
- Planning Commission Report

**Recommendation**

Approve the adoption of Ordinance No. 3287

**Action Needed**       Public Hearing       Motion       Emergency Clause

**ORDINANCE NO. 3287**

**AN ORDINANCE RELATED TO ZONING, AMENDING THE ZONING ORDINANCE OF THE CITY OF GUTHRIE, OKLAHOMA TO INCLUDE THE TERRITORY HEREINAFTER DESCRIBED IN THIS ORDINANCE, SAID TERRITORY BEING LOCATED IN THE COUNTY OF LOGAN, STATE OF OKLAHOMA.**

Whereas, the territory hereinafter described in this ordinance is within the city limits of the City of Guthrie, Oklahoma; and

Whereas, in the judgment and discretion of the City of Guthrie, it will contribute greatly to the benefit of the City of Guthrie for the property described hereinafter to be zoned for commercial use; and

Whereas, the owner of herein described parcel has requested that parcel be rezoned from R-2 to C-1 allowing for a neighborhood retail use.

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

**SECTION 1** The zoning code found in Ordinance No. 2422 of the City of Guthrie is hereby amended to include and there is hereby rezoned by the City of Guthrie from R-2 to C-1 the following described territory located in the Southeast Quarter of the Northeast Quarter of Section 10, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, described as follows:

The East Three (3) feet of Lot 20 and all of Lots 21, 22, 23 and 24, Block 32, West Guthrie, A subdivision of the City of Guthrie, Logan County, State of Oklahoma, according to the recorded plat thereof

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Steven J. Gentling, Mayor

ATTEST: (Seal)

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

Approved as to form and legality:

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



101 North Second Street • PO Box 908 • Guthrie, Oklahoma 73044 • [www.cityofguthrie.com](http://www.cityofguthrie.com) • 405.282.1110

February 17, 2016

Dear Guthrie Resident:

The Planning Commission will hold a Public Hearing at 5:30 PM on Thursday, March 10, 2016, at Guthrie City Hall located at 101 North Second Street concerning the rezoning of property located at 1106 W. Noble Ave. from R-2 to C-1 Neighborhood Commercial.

A second Public Hearing will be held March 15, 2016 during the City Council meeting at 7:00 PM at Guthrie City Hall.

Anyone who wishes to make comments may do so in person at the Public Hearing, or by written comment to the Planning Commission, with the Office of Community & Economic Development, P.O. Box 908, Guthrie, Oklahoma 73044 no later than 5:00 PM on March 9, 2016.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Mosley". The signature is written in a cursive style and is positioned above the printed name of the signatory.

Cody Mosley  
Community & Economic Development Director

# PLANNING REPORT

**To:** Chairman and Members of the Planning Commission  
**From:** Cody Mosley, Community & Economic Development Director  
**Date:** February 17, 2016  
**Subject:** Request for a rezoning of land for commercial development

## **GENERAL INFORMATION:**

### **Applicant:**

Manjit Hayer

### **Owner:**

Robert & Mary Hudson

### **Requested Action:**

Consideration of and recommendation to the City Council regarding a request to rezone property located along W. Noble Ave from R-2 to C-1 Neighborhood Commercial

### **Description:**

See Attachment "A"

### **Surrounding Land Use and Zoning:**

Surrounding uses include both commercial and residential

### **Special Information:**

Application #2016-20113538 is seeking a recommendation to approve the rezoning of land from R-2 to C-1 Neighborhood Commercial.

### **Transportation:**

Adjacent to HWY 33

### **Utilities Available:**

Water, Electric, Sewer

### **History:**

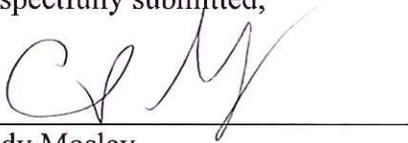
N/A

Request for Rezoning Report  
1106 W. Noble Ave  
Page 2

**Notification:**

Notice was published in the *Guthrie News Leader* on February 23, 2015 and 21 letters were mailed to property owners within 300 feet of the subject property.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Mosley', written over a horizontal line.

Cody Mosley  
Community & Economic Development Director



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

March 15, 2016

Contact

Cody Mosley,
Community & Economic
Development Director

Agenda Item

Discussion and possible action of adopting Ordinance No. 3283 amending Ordinance No. 3215 to allow for construction of an off-premise sign located along the southwest corner of I-35 & Seward Road and declaring an emergency.

Summary

Ordinance No. 3215, Chapter 4-172, Section 1 prohibits the construction of off-premise signage. Chapter 4-171, Section 11 defines off-premise signage as anything that "directs the attention of the public to a business or activity conducted or product or service sold or offered at a location not on the same premises where such business sign is located".

In 2010 ODOT condemned a portion of property where two off-site signs had been grandfathered in that resulted in the billboards being demolished and a loss of revenue for the property owner. This ordinance will allow for the construction of off-premise sign that replaces one of the two previously demolished billboards.

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

Supporting documents attached

- Ordinance No. 3283
Map of proposed site

Recommendation

Approve Ordinance No. 3283

Action Needed Public Hearing X Motion X Emergency Clause

**ORDINANCE NO. 3283**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 3215 OF THE CITY OF GUTHRIE CODE TITLED SIGNS AND AWNINGS, ARTICLE 9, CHAPTER 4-172, SECTION 1 ALLOWING THE CONSTRUCTION OF ONE OFF-PREMISE SIGN; AND PROVIDING FOR SEVERABILITY;**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA THAT ORDINANCE NUMBER 3215, CHAPTER 4-172, SECTION 1 SIGNS AND AWNINGS, IS HEREBY AMENDED TO READ AS FOLLOWS:**

Section 1: Ordinance 3215, Article 9, Chapter 4-172, Section 1 is hereby amended to read as follows:

- A. One off-premise sign is allowed to be constructed at property described at 09-15N-02W PT NW4; COMM 298.11' W OF SE/C NW4; N'LY CURVE TO R CHORD RADIUS 28777.90' 269.18'; N 04D51'31" W 203.24'; N'LY CURVE L RADIUS 28487.9' 1166.23'; N 12D42'00"E 152.23'; N'LY CURVE L RADIUS 28517.90' 93.45'; S 89D27'27" W 112.95' POB; N 12D00'00 W 714.45'; S 89D33'34" W 49.08'; N. to replace a previously grandfathered off-premise sign that was demolished in condemnation.

From and after date hereof for the Signs and Awnings ordinance in Section 1 shall reflect this change.

Section 2: All ordinances in conflict herewith are repealed.

Section 3: If any part, article or section or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holdings shall not be construed to impair and invalidate the remainder of the ordinance, notwithstanding such holding.

The foregone Ordinance was introduced before the City Council of Guthrie, Oklahoma, on the 1st day of March, 2016 and was duly adopted and approved by the Mayor and City Council on said date.

\_\_\_\_\_  
MAYOR

{SEAL}

\_\_\_\_\_  
CITY CLERK

APPROVED LEGAL AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

---

CITY ATTORNEY



Community Church

Site of projected sign



Agenda Item Cover Letter

Meeting: [X] City Council, [ ] GPWA, [ ] Other:
Date of Meeting: March 15, 2016
Contact: Bruce Johnson, City Manager

Agenda Item

Discussion and possible action on Ordinance No. 3286, amending Chapter 11: Health and Safety of the City of Guthrie Code of Ordinances, and declaring an emergency.

Summary

Currently, Chapter 11 (Health and Safety), Article 4: Emergency Medical Services is outdated. Its wording does not reflect current medical providers and operating procedures of the Guthrie Emergency Medical Services (EMS). Ordinance No. 3286 corrects these discrepancies.

Funding Expected: Revenue [ ], Expenditure [ ], N/A [x]
Budgeted: Yes [ ], No [ ], N/A [x]
Account Number: \_\_\_\_\_ Amount: \_\_\_\_\_
Legal Review: N/A [ ], Required [x], Completed Date: 3/11/16

Supporting documents attached

- Ordinance No. 3286
Existing Code of Ordinances: Chapter 11, Article 4 - Emergency Medical Services

Recommendation

Approve Ordinance No. 3286

Action Needed: Public Hearing [ ], Motion [X], Emergency Clause [X]

**ORDINANCE NO. 3286**

**AN ORDINANCE AMENDING CHAPTER 11: HEALTH AND SAFETY OF THE CITY OF GUTHRIE CODE OF ORDINANCES; REPEALING ARTICLE 4: EMERGENCY MEDICAL SERVICES SECTIONS 11-80 TO 11-83; PROVIDING FOR NEW LANGUAGE FOR ARTICLE 4: EMERGENCY MEDICAL SERVICES; AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA;**

**Section 1.** Chapter 11, Article 4 of the City of Guthrie Code of Ordinances is hereby repealed and amended to read as follows:

**CHAPTER 11, ARTICLE 4 - UNIFORM CODE FOR EMERGENCY MEDICAL SERVICES**

**§ 11-80 Definitions.**

For the purpose of this Chapter, the following words and phrases shall have meanings respectively ascribed to them by this section.

- A. Ambulance: Any ground, air or water vehicle which is approved by the Oklahoma Commissioner of Health pursuant to the Oklahoma Emergency Response Systems Development Act in accordance with rules and regulations promulgated by the Oklahoma State Department of Health (OSDH), and which is designed and equipped to transport a patient or patients and to provide appropriate on-scene and enroute patient stabilization and emergency medical care as required. Vehicles used as ambulances within the Guthrie EMS District (GEMS), as defined herein, shall meet such standards as may be required by the OSDH for approval, and shall display evidence of such approval at all times.
- B. Ambulance Response Time Standard: a standard which creates a fixed measurement by which to evaluate and ambulance service's effectiveness.
- C. Ambulance Service: Any person or organization, governmental or private, which is licensed by the OSDH to provide levels of medical care based on certification standards promulgated by the OSDH, and operates one or more ambulances, as defined in this section, for purposes stated herein.
- D. Ambulance Service Provider: Any licensed public or private ambulance service that agrees to provide emergency and non-emergency medical services and licensed emergency medical personnel to residents of the GEMS District in accordance with the terms and conditions of an Emergency Ambulance Services License or in accordance with a mutual aid agreement, as those terms are defined in this section.
- E. Emergency Call: a request for emergency ambulance service by or for a patient.

- F. Emergency Medical Services (EMS): the following pre-hospital and inter-hospital services:
1. Access and Coordination. The answering and processing of telephone requests from the public for ambulance or first responder services, and including EMS dispatching, emergency and routine; the giving of medical pre-arrival instructions to callers by telephone;
  2. Emergency Medical Responder Services. Those emergency services, excluding transportation, which are performed by a Emergency Medical Response Agency (EMRA) certified by OSDH;
  3. Medical Transportation. Ambulance services, both emergency and routine, including patient assessment, transportation, and medical procedures performed on-scene, enroute, during inter-facility transport, or at an emergency receiving facility when performed at the request of the receiving physician.
- G. GEMS Director: person holding the position of Fire / EMS Chief for the City of Guthrie, Oklahoma.
- H. Guthrie Independent School District I-1 EMS District: The 522 emergency medical service district, as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, that was created by vote of the qualified voters of the Guthrie Public School District on September 21, 1982, is governed by the EMS I-1 Board of Directors, and is established to provide ambulance services to the Guthrie Public School District.
- I. Guthrie Emergency Medical Services (GEMS): Guthrie Fire Department / EMS members who are certified by the OSDH in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the OSDH; are so designated by the Medical Director, to perform emergency medical services, at the scene of an incident requiring emergency medical services, including transport, under the direction and control of, and pursuant to protocols established by the Medical Director.
- J. GEMS District: The licensed district boundaries currently on file with OSDH for GEMS.
- K. Medical Director: The licensed physician appointed by the City of Guthrie, or by contract with the Ambulance Service Provider, to perform the duties and responsibilities granted and ascribed to the Medical Director herein. The Medical Director may be an employee of the City in the absence of an Ambulance Service Agreement, but is otherwise an employee of, or contractor with, the licensed ambulance service provider so designated by the Ambulance Service Agreement.
- L. Medical Protocol: any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the Medical Director as the medically appropriate standard of pre-hospital care for a given clinical condition.
- M. Mutual Aid Agreement: a written agreement between the holder of an Emergency Ambulance Service License issued pursuant to this Code, and a neighboring Primary Provider of Emergency Medical Service approved by the Medical Director as to its quality

of care and medical accountability, whereby the signing parties agree to lend emergency aid to one another subject to conditions and terms specified in the agreement.

- N. Patient: an individual who is ill, sick, injured, wounded, or incapacitated, and who is in need of, or is at risk of needing, medical care or assessment during transportation to or from a health care facility.
- O. Permit: any of the documents required to be obtained from the City of Guthrie pursuant to this Code and as recommended by the Medical Director, as given herein.
  - 1. Ambulance Service License—Emergency and Routine Transport. Ambulance Services responding to emergency calls within the GEMS District shall be required to obtain an Emergency Ambulance Service License. Ambulance Services responding to requests for routine transport service shall be required to obtain a Routine Transport Ambulance Service License.
  - 2. Personnel Certification Required. All emergency medical personnel shall be required to obtain personnel certification, and such certification shall be valid for a period of two years. Personnel may be certified as Emergency Medical Responder, Emergency Medical Technician, Emergency Medical Technician-Intermediate, Advanced Emergency Medical Technician or Paramedic in accordance with certification standards established by the OSDH/National Registry of Emergency Medical Technicians.
  - 3. Ambulance Vehicle Permit Required. Every ambulance vehicle operated by an Ambulance Service shall, subject to inspection and recommendation by the Medical Director be issued an Ambulance Vehicle Permit by the City of Guthrie.
- P. Person: any individual, firm, association, partnership, corporation, or other group or combination acting as a unit.
- Q. Primary Provider of Emergency Medical Services: a public or private ambulance service organization which has been designated by one or more governmental entities to provide emergency ambulance coverage throughout a defined geographic area.
- R. Response Time—Ambulance: the actual elapsed time between receipt by the 911 Dispatch Center(s) of the "essential information" needed to initiate dispatch, and the arrival of a permitted ambulance or mutual aid ambulance (approved by the Medical Director) at the scene of the incident. For purposes of this provision, the "essential information" shall include location, callback number, chief complaint or nature of problem and, if the initial location information was obtained from 911 data base, confirmation that the patient's location is the same as that of the caller, or the patient's actual location.
- S. Routine Transport/Transfer Call: a request for ambulance service by or for a patient whose apparent condition, at the time the call is received, presumptively meets the criteria for a non-emergency transport/transfer.
- T. Special Events Ambulance Standby Service: the positioning of an ambulance and crew at the location of a publicly or privately-sponsored event.

- U. System Standard of Care: the written body of standards, policies, and protocols governing all clinical aspects of the EMS system, which is approved by the City of Guthrie. As used in this context, System Standard of Care is a comprehensive term including:
  - 1. Input Standards includes but is not limited to personnel certification requirements, in-service training requirements, equipment specifications, on-board inventory requirements, and other requirements which the system must fulfill before receipt of a request for service;
  - 2. Performance Standards includes but is not limited to priority dispatching protocols and pre-arrival instructions, medical protocols, standing orders, response time standards, protocols governing authority for on-scene control of patient care, and other performance specifications describing how the system should behave upon receipt of a request for service ice; and
  - 3. Outcome Standards includes but is not limited to target survival rates for certain narrowly defined presenting problems or presumptive diagnoses, such as witnessed cardiac arrests involving patients whose medical histories meet defined criteria. Outcome standards are results the system intends to achieve by meeting its input and performance standards.
- V. Zone: geographic area extending twenty-five (25) miles outward from the legal boundary of the GEMS District.

**§ 11-81 Medical Director.**

The Medical Director shall be appointed by the Guthrie City Council; and shall recommend a System Standard of Care designed to achieve a state-of-the-art quality of emergency medical care within the GEMS District; and shall have those powers and duties granted and ascribed to him in the Medical Director Agreement, plus such additional powers and duties as are granted and ascribed to him herein.

**§ 11-82 Guthrie Emergency Medical Services (GEMS).**

GEMS is hereby authorized and directed as the Primary Provider of Emergency Medical Services to take such steps as are necessary to ensure the availability of both emergency and routine ambulance services within the GEMS District beginning upon the effective date of this Code.

**§ 11-83 Mandatory Centralized Call Processing.**

- A. All telephone requests for Ambulance Services, both emergency and routine, originating within the GEMS District shall terminate at an 911 Dispatch Center(s) designated by the

City Manager, where a communications officer shall, determine the patient's location, and if appropriate, deliver pre-arrival instructions. The center shall also determine the need for emergency medical responder service; determine the Ambulance Service to which the call shall be allocated; and transfer the required information to that Ambulance Service, or directly dispatch the call, if that Ambulance Service has so directed.

- B. It shall be unlawful for any ambulance service to publish or advertise a telephone number for the purposes of soliciting requests for emergency ambulance service, except the emergency number (911) of the 911 Dispatch Center(s). It shall also be unlawful for any ambulance service to publish or advertise a telephone number for the purposes of soliciting routine transport calls, except telephone numbers which terminate at a 911 Dispatch Center(s).
- C. If multiple Ambulance Services are simultaneously licensed hereunder, the allocation of emergency calls among the multiple Ambulance Services shall be in accordance with Primary Provider of Emergency Medical Services and then with "nearest unit" dispatch protocols approved by the Medical Director. Routine transport calls shall be allocated to Primary Provider of Emergency Medical Services and then whose ambulance service is requested by the caller.
- D. For any provider receiving centralized dispatch services from the 911 Dispatch Center(s), the Dispatch Center(s) shall prepare a quarterly analysis of the 911 Dispatch Center(s)' average cost per run dispatched, using generally accepted accounting principles (GAAP), and shall bill to each Ambulance Service the actual average cost of such dispatches to the Ambulance Service, and each Ambulance Service shall make payment to the Control Centers within thirty days after receipt of the billing, as a condition of maintenance of the Ambulance Service's license in good standing. Failure to pay within thirty days shall result in the immediate suspension of such license, which suspension shall remain in effect until full payment is made.
- E. During times of disaster or severe EMS system overload, declared by the GEMS Director or his designee, the 911 Dispatch Center(s) shall at all times have full authority to direct the positioning, movements, and run responses of all ambulance units of all Ambulance Services until such time as the declaration has been lifted.

#### **§ 11-84 Mandatory EMS Data System and Reporting Standards.**

- A. As a condition of maintaining its license in good standing, each Ambulance Service, and every Emergency Medical Response Agency, shall comply with EMS Data System and Reporting standards as prescribed by the Medical Director; provided, however, that changes in data collection or reporting requirements which may reasonably be expected to require costly modification of existing computer hardware or software shall be approved by GEMS prior to implementation.
- B. Failure to comply with Data System and Reporting requirements, or to keep the 911 Dispatch Center(s) completely informed concerning the location and status of all ambulance units at all times, or failure to carry out 911 Dispatch Center(s) directives shall

constitute grounds for immediate suspension or revocation of the Ambulance Service license.

### **§ 11-85 Insurance Requirements.**

- A. Each Ambulance Service shall keep in full force and effect a policy or policies of public liability and property damage insurance, issued by a casualty insurance company authorized to do business in the State of Oklahoma, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the operation of the Ambulance Service's ambulance, and providing that amount of recovery shall be in limits of not less than the following sums:
  - 1. For the damages arising out of bodily injury to or death of one (1) person in any one (1) accident, not less than five hundred thousand dollars, (\$500,000.00);
  - 2. For damages arising out of bodily injury to or death of two (2) or more persons in any one (1) accident, not less than one million dollars, (\$1,000,000.00);
  - 3. For any injury to or destruction of property in any one (1) accident, not less than five hundred thousand dollars, (\$500,000.00).
- B. Each Ambulance Service shall keep in full force and effect a general comprehensive liability and professional liability policy or policies issued by a casualty insurance company authorized to do business in the State of Oklahoma, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the actions of the Ambulance Service or any of his employees, and providing that the amount of recovery shall be in limits of not less than three million dollars (\$3,000,000.00).
- C. Each Ambulance Service shall furnish, prior to issuance of its license, an original and duplicate certificates of insurance which shall indicate the types of insurance, the amount of insurance and the expiration dates of all policies carried by the Ambulance Service. Each certificate of insurance shall name this Jurisdiction as an additional named insured, and shall contain a statement by the insurer issuing the certificate that the policies of insurance listed thereon will not be cancelled or materially altered by the said insurer absent thirty (30) days written notice received by this Jurisdiction.
- D. Cancellation or material alteration of a required insurance policy or coverage shall automatically revoke the Ambulance Service's license, and the Ambulance Service shall thereupon cease and desist from further ambulance service operations.

### **§ 11-86 Ambulance Service License Required.**

- A. No person may provide ambulance services in response to a request for emergency ambulance transport originating within the GEMS District without first obtaining an Emergency Ambulance Service License issued pursuant to the provisions of this Code, except for those uses exempted in Subsection (B) of Sec. 11-91, below.

- B. No person may provide routine transport ambulance services in response to a request for routine transport originating within the GEMS District without first obtaining a Routine Transport Ambulance Service License issued pursuant to the provisions of this Code, except for those uses exempted in Subsection (B) of Sec. 11-91, below.
- C. No person may provide special events ambulance standby service within the GEMS District without first obtaining an Emergency Ambulance Service License issued pursuant to the provisions of this Code.
- D. No license shall be issued, and no license application shall be processed, unless the applicant has paid a license application processing fee payable to the Quality Assurance fund in the amount of five hundred dollars, (\$500.00), and no license shall be continued in good standing unless the holder is current in its obligations to pay the medical quality assurance fee for the right to engage in the ambulance business within the GEMS District, as provided for in Subsection (E), immediately below.
- E. Every holder of an Emergency Ambulance Service License, Routine Transport Ambulance Service License, or Specialized Mobile Intensive Care Permit, probationary or other, shall, as a condition of maintaining its license or permit in good standing, pay a medical quality assurance fee of three dollars, (\$3.00) per each patient transported by the holder from a location within the GEMS District. Such fee shall be paid to the Quality Assurance fund of the City of Guthrie, and shall be paid for all transports made during each calendar month within 30 days after the end of the month. Beginning the month of January 1993, such three dollars (\$3.00) amount shall be increased annually by the same percentage as the increase, if any, in the Consumer Price Index over the most recent twelve (12) month period for which published statistics are then available.
- F. No license or permit shall be assignable or transferable by the person to whom issued except as herein provided.
- G. No transfer or assignment of existing licenses or permits shall be effective absent the recommendation of the GEMS Director and approval of the Medical Director.
- H. Any transfer of shares of stock or interest of any person or Ambulance Service so as to cause a change in the directors, officers, shareholders, or managers of such person or Ambulance Service shall be deemed a transfer or assignment, subject to these provisions.
- I. Upon approval by the Medical Director of the applicant's submission, the City of Guthrie shall issue a probationary emergency ambulance license valid for a period of six (6) months. Such probationary license shall allow applicant to respond, from the effective date of the probationary license, to emergency calls originating with the GEMS District.
- J. Each holder of a probationary license shall fully comply with its proforma system status plan, as approved by the Medical Director, from the effective date of its probationary license, unless a change in the plan to correct response time deficiencies is proposed by the holder of the probationary license, and approved by the Medical Director.
- K. During the six month probationary period, the applicant's response time performance and clinical quality of care shall be carefully evaluated by the Medical Director. If performance is consistently and substantially within the proforma plans, and in compliance with the requirements of this Code, such Probationary Emergency Ambulance

Service License shall become a valid Emergency Ambulance Service License, renewable annually upon continual compliance with this Code.

- L. After the probationary period, chronic failure to comply with response time standards or clinical quality of care requirements or data and reporting requirements shall be grounds for revocation of the Emergency Ambulance Service.
- M. If any Ambulance Service's Emergency Ambulance Service License is suspended three times within any 3 year period for failure to make required payments under Subsection E of Section 11-86, above, such license shall be automatically revoked, upon the third event.
- N. Any holder of a valid Emergency Ambulance Service License issued pursuant to this Code shall, upon application to the City of Guthrie, be issued a Routine Transport Ambulance Service License to transport non-emergency patients from locations within the GEMS District, and such license shall be valid so long as the Emergency Ambulance Service License remains in effect, and shall automatically expire upon the expiration, suspension, or revocation of the Emergency Ambulance Service License.

#### **§ 11-87 Specialized Mobile Intensive Care Permits.**

Any hospital, or Ambulance Service licensed hereunder, shall be eligible to apply to the City of Guthrie for a permit to operate a specialized mobile intensive care unit, which unit shall be used solely for inter-hospital transport of patients requiring specialized enroute medical monitoring and advanced life support which exceed the capabilities of the equipment and personnel on board a paramedic ambulance. Such special permits shall be issued for a period of two years. Failure by the holder of such permit to limit the vehicle to inter-hospital transports of the types of patients specified within the permit shall constitute grounds for revocation of the permit.

#### **§ 11-88 Ambulance Response Time Performance Required.**

- A. Every ambulance service provider, as a condition of the Emergency Ambulance Service License, shall employ sufficient certified personnel, acquire sufficient equipment, and manage its resources as necessary to achieve response time standards on all emergency calls and routine transport calls originating within the GEMS District and received by the 911 Dispatch Center(s).
- B. In the event of an onset of such inclement weather or other disaster that the Medical Director or his or her designee, in his or her sole discretion, believes that the threat to a GEMS District patient care presented by complying with response time standards outweighs the threat to such patient care from a delayed response, the Medical Director or his or her designee may declare an emergency, thus suspending these response time requirements until the declaration is lifted. During such periods, all ambulance service providers shall use best efforts to provide maximum safe coverage throughout the GEMS District. Runs made to calls originating during a period in which an emergency

has been declared in accordance with this section shall be excluded from response time calculations until the declaration has been lifted. An emergency will be declared only in times of unusual and extremely hazardous driving conditions, such as ice storms, freezing drizzle, extensive flooding, thick fog or similarly dangerous or impassable road conditions.

### **§ 11-89 Prohibition of Refusal to Transport.**

It shall be a violation of this Code for any Ambulance Service to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services originating within the GEMS District because of the patient's perceived, demonstrated or stated inability to pay for such services, or because of the location of the patient within the GEMS District or because of the unavailable status or the location of any ambulance unit at the time of the request. Chronic violation of this provision, as determined by the Medical Director, shall be grounds to revoke the Emergency Ambulance Service License.

### **§ 11-90 Procedures for Denial, Revocation or Suspension of a Permit.**

For any proposed denial, suspension or revocation of a permit of either a permitted provider or a certified EMS personnel operating within the GEMS District, the following standards, which shall not be less than those standards contained in the Health Care Quality Improvement Act of 1986, 42 U.S.C. 11112, or less than any standards contained in applicable Oklahoma Statutes or applicable Oklahoma case law, shall apply.

### **§ 11-91 Violations.**

- A. It shall be unlawful and an offense for any person to commit any of the following acts:
1. To allow any person to work as an ambulance driver, attendant or dispatcher without a current valid certification issued pursuant to this Code;
  2. To use, or cause to be used, an ambulance service other than an Ambulance Service holding a valid license issued pursuant to this Code, except for those services described in Paragraph (B) of this Section 11-91;
  3. For any person, firm or organization to respond to emergency calls originating within the GEMS District, other than an Ambulance Service which is a holder of a valid Emergency Ambulance Service License issued pursuant to this Code;
  4. For any person, firm or organization to respond to routine transport calls originating within the GEMS District, other than an ambulance service which is a holder of a valid Routine Transport Ambulance Service License issued pursuant to this Code;

5. To knowingly give false information to induce the dispatch of an ambulance, first responder unit, or helicopter rescue unit;
- B. It shall not be a violation of this Code, and no Emergency or Routine Transport License shall be required if the vehicle or ambulance is:
1. A privately owned vehicle not used in the business of transporting patients who are sick, injured, wounded, incapacitated or helpless;
  2. A vehicle rendering services as an ambulance in the event of a major catastrophe or emergency when ambulances with permits based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the services needed;
  3. An ambulance owned or operated by, or under contract with, the federal or state government.
  4. An ambulance transporting a patient to a location within the GEMS District, which transport originated from a point outside the GEMS District;
  5. An ambulance responding to a call pursuant to a Mutual Aid Agreement with the holder of a valid Emergency Ambulance Service License issued pursuant to this Code;
  6. A vehicle engaged in a routine transport call to transport a patient from a hospital, nursing home, or free-standing dialysis center located within the GEMS District to any unincorporated area.
  7. A vehicle engaged in a routine transport call to transport a patient from a hospital, nursing home, or free-standing dialysis center located within the GEMS District to any point outside the Zone.
  8. A vehicle engaged in the interstate transport of a patient.

**§ 11-92 Penalties.**

- A. Any person convicted of violating any of the provisions of this Code shall be punished for a Class B offense as set forth in Section 12-34.
- B. Each day that any violation of the provisions of this Code is committed or permitted to continue shall constitute a separate offense.

**Section 2.** If any part of this Ordinance shall be declared unconstitutional or void for any cause, such part shall not affect the remaining parts or provisions of this Ordinance.

**Section 3.** For the preservation of the public peace, health, and safety, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Steven J. Gentling, Mayor

ATTEST: (Seal)

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

APPROVED AS TO FORM:

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

## ARTICLE 4: EMERGENCY MEDICAL SERVICES

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### § 11-80 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**AMBULANCE.** A vehicular conveyance designed and operated for transportation of ill and injured persons in a prone position or supine position, equipped to provide for first aid or life support measures to be applied during transportation.

**CONTRACTED DISTRICT.** Any county, group of counties or parts of counties formed together to contract with the city to provide ambulance service.

**EMERGENCY.** An individual who is acutely ill, injured or otherwise incapacitated or helpless or requires emergency medical attention as determined by Guthrie Emergency Medical Service (GEMS) personnel.

**MEDICAL FACILITIES.** An institution where the sick or injured are given medical or surgical care.

**NON-EMERGENCY TRANSFER.** The transportation, by ambulance, of patients in which the possibility of an emergency does not exist as determined by GEMS personnel.

**URGENT TRANSFER.** The transportation, by ambulance, of patients, in which the possibility of an emergency exists as determined by GEMS personnel.

(‘90 Code, § 11-34) (Ord. 2733, passed 2-21-84)

### § 11-81 CREATION OF SERVICE.

(A) There is hereby created a Guthrie Emergency Medical Service, the head of which shall be the Chief of the Fire Department of the city.

(B) It shall be the duty of the Guthrie Emergency Medical Service, herein after referred to as GEMS, to provide ambulance service at the basic and advanced life support level as appropriate and provide necessary transfers for residents of the city and contacted emergency medical service districts.

(C) The City Council shall have the authority to contract with any governmental agency or instrumentality to provide emergency medical service services.

(‘90 Code, § 11-35) (Ord. 2733, passed 2-21-84; Am. Ord. 3096, passed 12-4-01)

### § 11-82 POLICY AND PROCEDURE.

(A) The GEMS shall respond within its contracted district or districts and in county areas where ambulance service is not provided by another agency, to provide emergency medical service in the following situations:

- (1) All medical emergencies;
- (2) All medical emergency transfers from Logan Hospital and Medical Center to another medical facility within 100 miles;
- (3) All medical urgent transfers in which a patient may be endangered if alternative transportation cannot be found quickly; and/or
- (4) All non-emergency transfers for non-ambulatory patients to Logan Hospital and Medical Center or from Logan Hospital and Medical Center or to or from another medical facility, to or from an address inside contracted GEMS district, or from the county to another medical facility to the Logan Hospital and Medical Center, provided that emergency transfers or fire runs take priority over

non- emergency transfers.

(B) Transfers out of GEMS district will not exceed 100 miles one way. Arrangements must be made with the receiving facility in advance. The responsibility for this arrangement lies with the facility or physician making the request. A transfer order form must be completed prior to transport.

(C) A qualified staff member of the original medical facility shall accompany any GEMS ambulance on an emergency run from a medical facility to another medical facility with a patient requiring paramedic life support in transport.

(D) Patients requiring emergency care will be transported from the original scene to the nearest hospital offering emergency room service, unless it is known the nearest hospital is incapable of treatment of the patient, then transport will be to the nearest appropriate facility within 100 miles.

(90 Code, § 11-36) (Ord. 2964, passed 4-4-89; Am. Ord. 3096, passed 12-4-01)

### **§ 11-83 BILLING PROCEDURE.**

(A) In all cases that a patient is transported from a nursing facility to a hospital, clinic or doctor's office or from those medical facilities to a nursing facility the nursing facility is liable for the ambulance fee. In cases that a patient is transported from one hospital to another hospital, clinic or freestanding facility for testing or specialized treatment and remains an inpatient standing at the original hospital is liable for the ambulance fee. In all other cases the patient shall be responsible for the ambulance fee.

(B) All billing of ambulance fees are due upon receipt of bill. The bill is considered past due 30 days from the billing date.

(C) After the passage of 60 days of the billing date, any bill unpaid is to be considered delinquent and the collection of that bill may be delegated to a private collection agency or attorney for the prosecution of legal action to collect payment.

(90 Code, § 11-37) (Ord. 2733, passed 2-21-84)



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: March 15, 2016, Contact: Bruce Johnson, City Manager

Agenda Item

Discussion and possible action on Proposal from the Oklahoma State University Center for Hospitality and Tourism Research to conduct a Traveler’s Profile and Destination Image Study.

Summary

The Oklahoma State University Center for Hospitality and Tourism Research has proposed a research project in Guthrie to establish a visitors’ profile, create tourism asset inventory, identify perceptions of Guthrie’s image as a travel destination, gauge visitor satisfaction and expectations, and estimate the economic impact of local tourism. Once the proposal is accepted, a formal contract will be drafted by OSU. Half (50%) of the cost of the project will be due upon signing the contract.

If approved, this research project will have an estimated completion date of the end of January 2017.

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number: 45-45-00-6373, Amount: \$29,160.00, Legal Review: N/A, Required, Completed Date:

Supporting documents attached

- Proposal from OSU Center for Hospitality and Tourism Research

Recommendation

Approve proposal.

Action Needed: Public Hearing, Motion, Emergency Clause



# Center for Hospitality and Tourism Research

School of Hotel and Restaurant Administration

## The Proposal of the City of Guthrie Traveler's Profile and Destination Image Study

Submitted to

**The City of Guthrie, Oklahoma**

Submitted by

**Dr. Hailin Qu**

Regents Professor and William E. Davis Distinguished Chair  
Director of The Center for Hospitality and Tourism Research  
School of Hotel and Restaurant Administration  
Oklahoma State University

March 10, 2016



# 1. Table of Contents

**INTRODUCTION ..... 3**

    Objectives ..... 3

**TASK ANALYSIS ..... 5**

    List of the Tasks ..... 5

    Visitor Profile Analysis ..... 6

    Image Analysis ..... 6

    Economic Impact Analysis ..... 8

**METHODS ..... 9**

    Sampling Plan ..... 9

    Questionnaire Survey ..... 9

    Quality Control ..... 10

    Data Analysis ..... 10

**TIMELINE AND PROCESS ..... 12**

    Project Timeline ..... 12

    Project Process ..... 13

**PROPOSED BUDGET ..... 14**

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## 2. Introduction

### Objectives

The aim of the project is to assess the visitors' profile and to solicit the perceptions on the image of the City of Guthrie as a travel destination. It includes the assessment of visitors' attitudes and perceptions toward the City of Guthrie as a travel destination, the measurement of public awareness of the city, and visitors' satisfaction and expectations toward the service and products provided by the City of Guthrie. The primary objectives of this project are as follows:

1. To establish a visitors' profile for the City of Guthrie;
2. To conduct a tourism asset inventory for the City of Guthrie;
3. To identify the destination image of the City of Guthrie as perceived by visitors;
4. To assess visitor satisfaction and expectations; and,
5. To estimate the economic impact of tourism in the City of Guthrie.

Through this study, a visitor profile of the City of Guthrie will be established to provide information such as:

- The motivations of visitors to the City of Guthrie;
- Where they come from;
- How long they stay;
- How many times they have visited the City of Guthrie;
- Whom they travel with;
- The purpose of the visit;
- Activities they engaged in while in Guthrie;
- How much they spend on lodging, food and drink, shopping, gas, etc.; and
- Visitors' social-economic and demographic information.

A tourism asset inventory for the City of Guthrie will be conducted:

- To survey the tourism resources in the City of Guthrie and identify key and unique tourism resources that attract the visitors to the City of Guthrie;
- To identify the destination image as perceived by visitors;



**The Center for  
Hospitality & Tourism Research**

- To establish a benchmark of visitor satisfaction;
- To reveal core competencies of the City of Guthrie as a travel destination; and
- To estimate the economic impact of hospitality and tourism industry in the City of Guthrie.



# Task Analysis

## List of the Tasks

Based on the objectives of this study, the researchers have tentatively identified the following list of tasks that will be performed.

1. Three focus group studies will be conducted in order to collect the necessary information for the questionnaire surveys. Each focus group study will consist of about 8-10 people.
  - a. Representatives from the City of Guthrie, CVB, and Chamber of Commerce;
  - b. Representatives from local hotels, motels, restaurants, and shops;
  - c. Local residents.
2. Four visitors' questionnaire surveys in hotels, motels, restaurants, and shops  
A quarterly longitudinal survey will be conducted at local hotels, motels, restaurants, and shops quarterly in order to assess the changes of visitors' profile over a year. Visitors' profiles and their perceived image towards the City of Guthrie will be assessed and analyzed.
3. Six visitors' questionnaire survey will be conducted in the following events and festivals throughout the year to identify visitors' profile and their perceived image towards the City of Guthrie.
  - Apr. 9 Guthrie Art Walk
  - Apr. 19-23 89ers Days
  - Sept. 29-Oct. 1 Oklahoma International Bluegrass Festival
  - Oct. 1-2 Guthrie Escape Art and Wine
  - Dec. 10 Territorial Christmas Historic Homes Tour and Victorian Walk
  - Dec. 17 Territorial Christmas Victorian Walk
4. An online questionnaire survey will be conducted to the residents of OK, KS, NM, TX and AR whose email addresses are included in the Center's email database to identify visitors' profile and their perceived image towards the City of Guthrie.



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## Visitors' Profile Analysis

Assessment of:

- Visitors' socio-economic and demographic characteristics such as age, education, income, gender, occupation, marital status, size of the family and life cycle stage;
- Visitors' states of residence, travel distance to the City of Guthrie, purpose of visit, types of activities engaged in while in Guthrie, group size, visit duration and frequency;
- Information sources of the City of Guthrie as a tourist destination;
- Visitors' travel motivations to the City of Guthrie;
- Surrounding feeder markets (e.g. AR, KS, MO, NM, and TX)

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## Image Analysis

Assessment of:

- Attribute-based functional and psychological components of destination image such as:
  - Tourist sites/Activities
  - Landscape, surroundings, architecture/buildings
  - Scenery/natural attractions
  - Cultural attractions (Historic sites/museums; Fairs, exhibits, festivals)
  - Nightlife and entertainment
  - Shopping facilities
  - Facilities for information and tours
  - Sports facilities/activities
  - Local infrastructure/transportation
  - Accommodation/restaurants
  - Gastronomy
  - Price, value for money, cost
  - Accessibility
  - Safety



**The Center for  
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- Social interaction
- Resident's hospitality/friendliness/receptiveness
- Relaxation vs. Massific
- Originality
- Crowdedness
- Cleanliness
- Degree of urbanization
- Economic development/affluence
- Extent of commercialization
- Atmosphere
- Opportunity for adventure
- Opportunity to increase knowledge
- Family or adult oriented
- Quality of service
- Fame/reputation
- Holistic and unique components of destination image using free elicitation/open-ended image questions such as:
  - Images or characteristics evoked when thinking of the City of Guthrie as a tourism destination
  - Descriptions of the atmosphere or mood expected while visiting the City of Guthrie.
  - Distinctive or unique tourist attractions in the City of Guthrie.
- Overall affective evaluation of the destination
  - Arousing-Sleepy
  - Pleasant-Unpleasant
  - Exciting-Gloomy
  - Relaxing - Distressing
- Visitors' satisfaction and expectation in visiting the City of Guthrie
- Visitors' perceived importance of products and services provided by the City of Guthrie



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## Economic Impact Analysis

Estimations of:

- Hotel occupancy, average daily room rate and revenue of hotels in the City of Guthrie
- Restaurants' and shops' sales
- Events and festivals tickets sales
- Museums tickets sales
- Theater tickets sales
- Retail stores' sales



## 3. Methods

### Sampling Plan

#### Visitors' On-Site Survey

The targeted population of this survey is all the visitors who visit Guthrie during the survey period in 2016. A convenient sampling approach will be used to distribute questionnaires at selected local hotels, motels, restaurants and shops and seven events and festivals in this survey. Every effort will be made to increase the response rate in order to get unbiased results. The cooperation is needed from staff, employees at each local hotel, motel, restaurant, shop, seven events, and festivals to distribute and collect questionnaires and distribute incentives for participation (small gifts, coupons, and appreciation letters) to increase the response rate. The incentives will be provided by the City of Guthrie.

#### Visitor's Online Survey

The targeted population of this online survey is the residents of OK, KS, NM, TX and AR whose email addresses are included in the Center's email database. An invitation email will be sent with a link of the online survey site.

### Questionnaire Survey

#### Questionnaire

Two closed-ended questionnaires with ordered choices will be used to survey randomly selected visitors. The questionnaires comprise attributes that will be divided into six major areas:

1. The image and perceptions of the City of Guthrie;
2. The rating on a five-point Likert scale of visitors' satisfaction and expectations toward products and services offered in the City of Guthrie;
3. The rating on a five-point Likert scale of perceived important attributes for selecting the City of Guthrie as a travel destination;
4. Open-ended questions for comments and suggestions for new products or services provided by the City of Guthrie; and
5. Visitor's social-economic and demographic information.



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## Quality Control

### Pilot Test

A pilot test will be conducted to examine the validity and reliability of the questionnaire. About 20 visitors will be randomly selected to participate in the pilot testing. The results of testing will provide valid feedback on the questionnaire design, wording, and measurement scales.

### Reliability Analysis

A reliability analysis (Cronbach's alpha) will be performed to test the reliability and internal consistency of each of the attributes measured. All measurement items should be well above the minimum value of 0.7, which is considered acceptable as a good indication of reliability.

### Auditing

All the returning questionnaires will be initially screened for the completeness before coding. Data will be double-checked for the outliers (at 5% significance level) before conducting the data analysis.

### Demographic Distribution

The results of the demographic distribution will be checked and verified to validate the representativeness of the sample.



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## Data Analysis

### Coding and Data Entry

A formal coding sheet will be designed and used to code all the questionnaires in a systematic manner. Data will be entered into the SPSS software and all the analyses will be performed using the SPSS software.

### Data Analysis

#### *Descriptive Analysis*

The analysis of means and modes (frequencies) will be conducted for all the attributes in the questionnaire to find out the distributions and central tendencies of the responses.

#### *Comparing Mean t-Test*

A comparing mean t-test will be performed to see whether there is a significant difference between visitors' satisfaction and expectations towards tourism products and services offered by the City of Guthrie. The results will reveal the products and service "gap" between visitors' satisfaction and expectations.

#### *Important-Performance Analysis*

An Important-Performance (IP) analysis and segmentation will be conducted to effectively measure visitors' satisfaction and their ratings of importance of products and services in the City of Guthrie.



## 4. Timeline & Process

### Project Timeline

Once the budget is approved, the project will start immediately and be completed by the end of January 2017. The study has two phases as follows.

<b>Job Description - Phase I</b>	<b>Duration</b>
Three focus group studies	4-week
Analyzing interview results	4-week
<b>Sub Total</b>	<b>8-week</b>

<b>Job Description - Phase II</b>	<b>Duration</b>
Designing questionnaire and sampling	4-week
Pilot testing	2-week
Conduct 11 surveys throughout the year	
Coding questionnaire and entering data	2-week
Analyzing data	8-week
Preparing report	8-week
<b>Sub Total</b>	<b>24-weeks</b>

\* The schedule is subject to the approval of the City of Guthrie.



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## Project Process

The steps involved in completing this research projects are identified as follows.

1. Approval of the proposal including the budget by the City of Guthrie, Oklahoma.
2. The Research Office in the College of Human Sciences at OSU will draft a formal contract that will be signed by OSU and the City of Guthrie, Oklahoma. This proposal will be attached as the Appendix of the contract.
3. A payment of 50% of the agreed project cost as stated in the budget must be made when contract is signed.
4. The researchers seek Institutional Review Board (IRB) approval of the survey instruments developed for this project. The IRB approval is required for all research conducted by OSU related entities that involve human subjects.
5. The researchers will develop and administer focus group studies and on-site and online surveys to collect primary data.
6. After analysis of all data, a final report will be prepared by the researchers and delivered and presented to the City of Guthrie, Oklahoma.
7. After receiving the report, the City of Guthrie, Oklahoma will make a full payment of the remaining balance.



## 5. Proposed Budget

### PROPOSED BUDGET

The proposed budget for the project is as follows.

#### PERSONNEL

Investigators	\$12,000
Graduate Associates	<u>\$5,000</u>
<b>Total Personnel</b>	<b>\$17,000</b>

#### TRAVEL, FOOD AND DRINK, AND ACCOMMODATION

Three Focus-Group studies (8-10 participants)	\$1,000
OSU Car rental or miles for the site visits	<u>\$500</u>
<b>Total Travel, Food and Drink, and Accommodation</b>	<b>\$1,500</b>

#### OTHER DIRECT EXPENSES

Printing and Supplies	\$500
Other expenses (e.g. telephone, mailing, database purchasing, online survey, etc.)	<u>\$1,000</u>
<b>Total Other Direct Expenses</b>	<b>\$20,000</b>

<b>* OSU F&amp;A (45.8%)</b>	<u><b>\$9,160</b></u>
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<b>TOTAL</b>	<u><b>\$29,160</b></u>
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\* Could be waived if it is a State project and requested by state agency or the total cost is under \$5,000.



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

March 15, 2016

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Discussion and possible action on lease agreement with TJ Campbell Construction Company for the purpose of land use.

Summary

The City of Guthrie was approached by TJ Campbell Construction Company, a contractor for Oklahoma Department of Transportation (ODOT), on February 19th to lease land near I-35. This contractor is tasked to remove and replace roadway along I-35 and is requesting a nearby location to provide for a laydown yard. Currently the City has a lease with an individual that utilizes this property for cattle grazing. The current lessee is amenable to sharing the property because TJ Campbell Construction Company has agreed to construct a fence that would allow containment of the cattle. The anticipated time frame for the lease with TJ Campbell Construction Company should be for approximately 6 months and not to extend 12 months.

Funding Expected x Revenue Expenditure X N/A
Budgeted Yes No X N/A
Account Number N/A Amount \$9,000
Legal Review N/A x Required Completed Date:

Supporting documents attached

- Lease Agreement

Recommendation

Action Needed Public Hearing X Motion Emergency Clause



# LEASE AGREEMENT

This Lease Agreement is between City of Guthrie ("Owner") and TJ Campbell Construction Company ("Operator"). In consideration of the mutual covenants hereinafter set forth, Operator and Owner agree as follows:

1. Lease of Site

a. Owner hereby leases unto Operator a portion (600lf X 600lf, being 8 acres m/l) of real property of Owner's existing property, as depicted on attached Google map labeled EXHIBIT A.

02-16N-02W S2 SW4 LESS HWY & TRACT LESS 0.20 ACRES TO STATE OF OK 1532-225

All easements appurtenant thereto, including but not limited to those for ingress, egress, and utilities ("the Site"), for the purpose of a laydown yard, Operator agrees to keep the site free of all loose trash and debris.

b. Any utilities required by TJ Campbell Construction Co. will be furnished by TJ Campbell Construction Co. The property is leased in "as is" condition at the commencement of the lease.

c. At the beginning of the lease period, operator will strip the available topsoil on the lease, and stockpile same in an area to avoid contamination of same. Prior to the termination of this lease, the Operator will haul off remaining aggregate stock piles, remove all equipment, fixtures, inventory and any other personal property brought onto the real property by the Operator. The site shall be graded back to a reasonably smooth surface, and shall be free of all trash, refuse and any other material brought onto the site by Operator. Operator will then spread the stockpiled topsoil back across the property in a smooth and workman like manner. Operator shall hold harmless and indemnify the Owner for any hazardous materials brought onto the property during the term of this lease. Operator shall be responsible for any cost related to the removal and/or monitoring of any hazardous material brought onto the property during the term of this lease. Operator shall indemnify and hold Owner harmless for any claims arising from said hazardous material. Operator shall comply with all EPA standards during the term of this lease and shall leave the real property in compliance with EPA standards at the termination of this lease. The Operator will not be required to seed the site or furnish and install any trees.

2. Term, Termination

Term of Lease will begin the date lease is signed, on or before \_\_\_\_\_ and terminate when the operator has concluded his operations and has satisfied the terms of this lease, but no later than 60 days after final acceptance of ODOT Project No. SSP-3500(027)(028)(0298)SS - LOGAN/PAYNE COUNTY

Upon the Termination of this Lease Agreement, Operator shall remove all equipment and materials and surrender the Plant Site to Owner in the condition stated in Section 1.c of this lease, ordinary wear and tear and acts of God excepted.

3. Rental Payments

This Lease Agreement is expressly contingent upon the execution of an agreement by Operator and Owner as follows: Operator will pay Owner NINE THOUSAND dollars and no cents (\$9000.00) the day the lease is signed which will be nonrefundable and be full payment for the first six (6) months of the

1 initial AT



lease. If Operator desires to continue the lease, he will pay Owner FIFTEEN HUNDRED dollars and no cents per month, due on the first of the each month beginning \_\_\_\_\_. In no case will the lease being extended beyond \_\_\_\_\_ unless specifically agreed to by both parties.

4. Warranties of Owner

Owner represents that its ownership of the Site is fee simple and absolute.

5. Damage to Site; Eminent Domain

If the Site is damaged by an act of God and its use by Operator is rendered impracticable, or if all or a portion of the Site is taken by eminent domain, or if for any reason the Site is rendered inoperable for more than thirty days by any government action, Operator may, with sixty (60) days advance written notice to Owner, terminate this Lease Agreement by notifying Owner in writing.

6. Assignment

Operator may assign, pledge, or otherwise transfer its rights or obligations under this Lease Agreement with prior written consent of Owner. Assignment of this lease shall not release Operator from its performance of any covenants of Operator herein contained.

7. Notices

Any notice or communication concerning this Lease Agreement shall be sent by certified mail, return receipt requested, or delivered by hand, if to Operator, addressed to: TJ Campbell Construction Company, 6900 S. Sunnyslane Rd, Oklahoma City, Oklahoma 73135, Attention: **ARLEN HALVORSON**, President. If not to Owner, addressed to: **PO BOX 15129, OKC, OK 73155**.

8. Miscellaneous

Time is of the essence of this Lease Agreement. This Lease Agreement may not be modified or amended except by written instrument executed by both parties. This Lease Agreement shall be binding upon the heirs, successors, administrators, and assigns of both parties.

9. Atornment, Subordination, Non-disturbance

Operator shall, in the event of a sale or assignment of Owner's interest in the real property, or if the real property comes into the hands of a mortgagee or any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage, not disaffirm this lease and atorn to the purchaser of such mortgage, or other person and recognize the same as Owner hereunder. Operator shall execute, at Owner's request, any atornment agreement required by any mortgagee or other person. Any subsequent Owner will not disturb Operator's quiet enjoyment per the terms of this lease. This lease shall be junior and inferior at all times to the lien of any mortgage or mortgages which now or hereafter have a lien upon any part of the real property and Operator shall execute such instruments as Owner requests, to evidence such subordination.

10. Insurance

Operator agrees to carry public liability insurance on the real property during the term hereof, covering the Operator and naming the Owner as an additional insured, for limits of not less than \$2,000,000.00 for bodily injury, including death and personal injury for any one occurrence and \$250,000.00 property

2 initial AM



damage insurance. Operator's insurance will include contractual liability coverage recognizing this lease, products and/or completed operations liability and providing that Owner and Operator shall be given a minimum of thirty (30) days written notice by the insurance company prior to cancellation, termination or change in such insurance. Operator shall provide Owner with a written certificate of said insurance.

11. Indemnification

Operator shall indemnify and save harmless Owner from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Operator's use, occupancy, management or control of the real property.

This agreement is deemed to be mutually and equally beneficial to both parties and shall constitute the entire agreement.

Executed by Owner and Operator through their duly authorized representatives this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER:**

**OPERATOR: TJ CAMPBELL CONSTRUCTION CO.**

By: \_\_\_\_\_

by: Adl Hodge

Title: \_\_\_\_\_

Title: PROJECT MANAGER

3 initial AA

# EXHIBIT A



4 initial AA



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

March 15, 2016

Contact

Cody Mosley,
Community & Economic
Development Director

Agenda Item

Discussion and possible action on Mayor's nomination(s) to the Historic Preservation Commission.

Summary

The Historic Preservation Commission currently has three openings and four applications for consideration

Ordinance No. 3075, Article 11, Section 5(2) requires the Guthrie Historic Preservation Commission to consist of seven (7) appointed members. This ordinance requires membership to consist of: two members of the Logan County Historical Society, one member of the Guthrie Planning Commission, two persons having special knowledge in the field of historic preservation and two persons who own property that is designated as a landmark or a landmark site, or located within the historic district. The ordinance states that when possible, the members shall include persons with training or experience in a preservation-related profession. Members shall be appointed by the Mayor, and confirmed by the City Council.

The three positions currently available include two (2) property owners, and one (1) with special knowledge.

This opening is a three-year term that begins April 1, 2016 and expires March 31, 2019.

Funding Expected Revenue Expenditure X N/A

Budgeted Yes No X N/A

Account Number Amount

Supporting documents attached

- Application of Sarah Mathes
Application of James Long
Application of Patrick Kerr
Application of Carol Hirzel

Recommendation

Confirm Mayor's nomination(s) to the Historic Preservation Commission.

Action Needed Public Hearing X Motion Emergency Clause

City of Guthrie  
Application for Boards and Commissions



Please print legibly.

Name Sarah Mathes Day Phone (405) 215- [REDACTED]  
Address [REDACTED] N. 1st, Guthrie, Ok 73044 Evening Phone same  
Occupation Real Estate Education ASU | OCC  
How long have you lived in Guthrie? 4 Years 2 Months

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

1. Which board or commission interests you? Historic Preservation

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

I have a passion for historic structures & preserving history.

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

I have been covered up with building my business & two little girls for four years.

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

Real Estate, Project Management, Design

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

Name	Address	Phone Number
<u>Carolyn Pierce</u>		<u>(405) 397- [REDACTED]</u>
<u>Kristy Asper</u>		<u>(405) 655- [REDACTED]</u>
<u>Janet Danford</u>		<u>(405) 822- [REDACTED]</u>

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

[Signature]  
Signature

1/4/16  
Date

City of Guthrie  
Application for Boards and Commissions



Please print legibly.

Name James Long Day Phone (405) 627- [redacted]  
 Address [redacted] E. Washington Ave Evening Phone (405) 627- [redacted]  
 Occupation Business Owner Education BA  
 How long have you lived in Guthrie? 37 Years \_\_\_\_\_ Months

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

- Which board or commission interests you? Historic Preservation Commission
- Why are you interested in serving on this board/commission?  
To help serve our community to help it move forward.
- In what civic activities have you been involved during the past 3 years?  
Historic Preservation, CVB
- What skills and/or experience will you contribute?  
- Planning - Business Development, - Executing
- List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>Sheryl Padgett</u>		<u>659- [redacted]</u>
<u>Jeff Taylor</u>		<u>517- [redacted]</u>
<u>Z. Thomas</u>		<u>471- [redacted]</u>

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

[Signature]  
Signature

2/2/16  
Date



Applied Technologies, LLC

**PATRICK. T. KERR, RA**

Architect

Civil Engineering  
140 Channel Street, Suite 204 Tele: 580-213-7315  
Vance AFB OK 73705-5621 DSN:448-7315  
Email: patrick.kerr.7.ctr@us.af.mil

sions



Name PATRICK KERR

Day Phone 580-213- [REDACTED]

Address [REDACTED] W. CANYON RD.

Evening Phone 425-432- [REDACTED]

Occupation ARCHITECT

Education B. of Arch

How long have you lived in Guthrie? \_\_\_\_\_ Years 5 Months

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

1. Which board or commission interests you? HISTORIC
2. Why are you interested in serving on this board/commission?  
LIKE HISTORIC STRUCTURES
3. In what civic activities have you been involved during the past 3 years?  
PDA COUNCIL MEMBER OF THE PIKE PLACE MARKET IN SEATTLE
4. What skills and/or experience will you contribute?  
LICENSED ARCHITECT  
CHIEF OF DESIGN FOR U.S. AIR FORCE
5. List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>DAVID GHODDOUSI</u>	<u>SEATTLE WA</u>	<u>206-903- [REDACTED]</u>
<u>BEN FRANZ KNIGHT</u>	<u>SEATTLE, WA</u>	<u>206-774- [REDACTED]</u>
<u>JB JOHNSON</u>	<u>SEATTLE, WA</u>	<u>206-621- [REDACTED]</u>

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

Signature

[Handwritten Signature]

Date

2-12-16





**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

March 15, 2016

**Contact**

Cody Mosley,  
Community & Economic  
Development Director

**Agenda Item**

Discussion and possible action on Mayor’s nomination(s) to the Guthrie Planning Commission.

**Summary**

The Guthrie Planning Commission has one vacancy on the board. The City has received two applications for appointment to the Guthrie Planning Commission. Members shall be appointed by the Mayor, and confirmed by the City Council.

This opening is for a three-year term that begins April 1, 2016 and expires March 31, 2019

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

**Supporting documents attached**

- Application of James Long
- Application for Ed French

**Recommendation**

Confirm Mayor’s nomination(s) to the Guthrie Planning Commission.

**Action Needed**       Public Hearing       Motion       Emergency Clause

City of Guthrie  
Application for Boards and Commissions



Please print legibly.

Name James Long Day Phone (405) 627- [REDACTED]  
Address [REDACTED] E. Washington Ave Evening Phone (405) 627- [REDACTED]  
Occupation Business Owner Education BA  
How long have you lived in Guthrie? 37 Years \_\_\_\_\_ Months

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

1. Which board or commission interests you? Planning
2. Why are you interested in serving on this board/commission?  
To help serve our community to help it move forward.
3. In what civic activities have you been involved during the past 3 years?  
Historic Preservation,  
CVB
4. What skills and/or experience will you contribute?  
- Planning - Business Development.  
- Executing
5. List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>Sheryl Padgett</u>		<u>659- [REDACTED]</u>
<u>Jeff Taylor</u>		<u>517- [REDACTED]</u>
<u>Z. Thomas</u>		<u>471- [REDACTED]</u>

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

[Signature]  
Signature

2/2/16  
Date

RECEIVED  
02/12/2016  
OFFICE OF  
COMMUNITY  
PLANNING &  
DEVELOPMENT

City of Guthrie  
Application for Boards and Commissions



Please print legibly.

Name Ed French

Day Phone 405-627- [REDACTED]

Address [REDACTED] Red Canyon Rd

Evening Phone 405-282- [REDACTED]

Occupation Retired

Education 3 yrs College

How long have you lived in Guthrie? 31 Years 1 Months

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

1. Which board or commission interests you? Planning Comm.

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

3. In what civic activities have you been involved during the past 3 years?  
Mercy ACO Board, Planning Comm, United Way, Chamber of Comm.  
Pollard Theatre Board

4. What skills and/or experience will you contribute? Commercial Const. Contr. 55 yrs  
10 1/2 yrs on Planning Comm, 4 yrs City Council

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

Name	Address	Phone Number
<u>Bob Powell</u>	<u>[REDACTED] Sho Gun</u>	<u>282- [REDACTED]</u>
<u>Tom Williams</u>	<u>[REDACTED] N. Canyon Way</u>	<u>923- [REDACTED]</u>
<u>Ted Gatewood</u>	<u>[REDACTED] Canyon Bluff Rd.</u>	<u>282- [REDACTED]</u>

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

Ed French  
Signature

2-16-16  
Date

**A/P Claims List**  
from 3/3/2016 to 3/3/2016

Invoice #	Vendor	Description	Account	Cost
Mar2016	C.L.E.E.T. (125)	Municipal Collection for CLEET	01-00-00-2012	\$1,908.88
MAR2016	O.S.B.I. (820)	Collection - AFIS and Forensic Fees	01-00-00-2012	\$2,069.38
MAR2016	OKLAHOMA DEPARTMENT OF CRAWFORD &	DPS Vehicle Revolving Fund for Unrestrained	01-00-00-5497	\$50.00
9624		ACCOUNTING & CONSULTING SERVICES	01-01-00-6330	\$22,669.54
2035752	GILBERT PELTZ	Refurbished 2 Signs	01-01-00-6346	\$625.00
1023	NORPS, LLC	IT SUPPORT AGREEMENT	01-01-00-6373	\$5,989.95
422	OKLAHOMA DEPARTMENT OF COMMERCE	Oklahoma Department of Commerce	01-05-53-6373	\$200.00
87 & 82	CHICKASAW REGIONAL LIBRARY	Replacement books	01-06-60-6130	\$19.94
2160	A CUT ABOVE LAWN SERVICE	Weed Abatement	01-07-74-6353	\$70.00
2362	A CUT ABOVE LAWN SERVICE	Weed Abatement	01-07-74-6353	\$110.00
MAR2016	RURAL WATER DISTRICT	Monthly Water Service	01-15-11-6112	\$66.00
		<b>Total GENERAL FUND</b>		<b>\$33,778.69</b>
IN1001827	MES, Inc	Task Force Tips & foam Nozzle	09-09-90-6102	\$2,520.00
840	OK Fire LLC (23197)	Firequip Hose and Hydroflow Hose	09-09-90-6102	\$23,834.00
MAR2016	SHINEY BAYS CAR WASH	FD Car Wash	09-09-90-6316	\$34.00
		<b>Total FIRE/EMS FUND</b>		<b>\$26,388.00</b>
MAR2016	DHH DISPOSAL 22381	DHH Trash Service per agreement	20-21-00-6348	\$192.50
103565	SOUTHWEST CHEMICAL (20977)	Blanket PO for Bleach	20-23-00-6104	\$874.00
2035738	OKLA WATER RESOURCES	Annual fees for water right permits for surface	20-23-00-6303	\$275.00
		<b>Total GPWA OPERATING FUND</b>		<b>\$1,341.50</b>
2035707	CAROL HUMPHREY 22859	LTAO & Woosters & Mileage	30-30-06-6541	\$218.90
2035706	WILLIAM CARNEY	Speaker for teen and Classic fairy tale and milage	30-30-06-6541	\$499.58
		<b>Total GRANTS FUND</b>		<b>\$499.58</b>
301037	GILBERT PELTZ	BUILD AND PAINT CITY PICTURE FRAME	45-45-00-6123	\$250.00
2035749	OKLAHOMA 89ER DAYS	89ER DAYS CELEBRATION	45-45-00-6123	\$2,000.00
106	T SHIRT NERDS	CVB T SHIRTS	45-45-00-6123	\$231.00
		<b>Total HOTEL/MOTEL TAX FUND</b>		<b>\$2,481.00</b>
MAR 2016	OKLA WATER RESOURCES/	Series 2008 Drinking Water ORF-08-0009-DW	50-50-00-6714	\$56,477.00
MARCH2016	OKLA WATER RESOURCES/	Series 2009 Drinking Water ORF-08-0009-DWA	50-50-00-6714	\$107,848.13
		<b>Total WATER TREATMENT PLANT FUND</b>		<b>\$164,325.13</b>
MAR2016	OKLA WATER RESOURCES	System & Sales Tax Revenue Note	54-55-23-6714	\$25,127.17
MAR2016	OKLA WATER RESOURCES/	Digester Semi-Annual Payment	54-55-24-6714	\$19,286.34
MAR2016	COMMUNITY STATE BANK	Front End Loader	54-56-12-6718	\$2,687.83
		<b>Total CAPITAL PROJECTS</b>		<b>\$47,101.34</b>
2035751	D.E.Q.(436)	Permit Fee to construct 340 LF 8" PVC SDR	55-55-00-6547	\$157.93
MAR 16	OKLA WATER RESOURCES/	CMOM Monthly Payment	55-55-00-6714	\$14,353.56
		<b>Total CMOM Fee</b>		<b>\$14,511.49</b>
02-020050-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$8.92
02-020820-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$35.78
02-021862-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$96.72
02-023771-009	UTILITY DEPOSIT REFUND		71-00-00-5555	\$95.89
07-071130-012	UTILITY DEPOSIT REFUND		71-00-00-5555	\$95.01
07-071830-016	UTILITY DEPOSIT REFUND		71-00-00-5555	\$69.53
07-075060-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$34.66
12-123200-012	UTILITY DEPOSIT REFUND		71-00-00-5555	\$48.73
12-123271-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$86.02

**A/P Claims List**

from 3/3/2016 to 3/3/2016

Invoice #	Vendor	Description	Account	Cost
13-131520-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$7.65
13-132971-014	UTILITY DEPOSIT REFUND		71-00-00-5555	\$72.15
13-133870-012	UTILITY DEPOSIT REFUND		71-00-00-5555	\$96.72
14-141614-014	UTILITY DEPOSIT REFUND		71-00-00-5555	\$37.31
14-142742-007	UTILITY DEPOSIT REFUND		71-00-00-5555	\$112.63
15-152915-006	UTILITY DEPOSIT REFUND		71-00-00-5555	\$11.95
99-994401-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$1.16
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$910.83</b>
5553-120	WISE ELECTRIC COMPANY	Repair Runway Lights	98-98-00-6315	\$1,740.00
		<b>Total AIRPORT FUND</b>		<b>\$1,740.00</b>
MARCH2016	OKLAHOMA DEPARTMENT OF	Spirit Wing Loan	99-99-00-6702	\$1,041.66
		<b>Total GUTHRIE INDUSTRIAL DEVELOPMENT</b>		<b>\$1,041.66</b>
		<b>Total All Funds</b>		<b>\$237,642.22</b>

**A/P Claims List**

from 3/8/2016 to 3/8/2016

Invoice #	Vendor	Description	Account	Cost
MAR2016	OKLAHOMA UNIFORM BLDG	STATE BUILDING FEES	01-00-00-2013	\$132.00
2184B	NEW HORIZONS 22959	CLEANING SERVICES FOR THE LIBRARY	01-01-00-6112	\$190.00
MAR2016	OG&E 405	GENERAL ELECTRIC	01-01-00-6305	\$3,441.75
MAR2016	OG&E 405	STREET LIGHTING	01-01-00-6306	\$10,212.91
MAR2016	OKLAHOMA NATURAL GAS	MONTHLY BILLING FOR GENERAL	01-01-00-6307	\$1,875.68
MAR2016	O.M.A.G.(21303)	GENERAL COVERAGE	01-01-00-6326	\$3,742.94
MARCH2016	O.M.A.G.(21302)	GENERAL Workers' Comp	01-01-00-6326	\$13,723.44
MAR2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	01-01-00-6326	\$4,172.79
2035755	ZACH GALES	MEAL REIMBURSEMENT	01-07-70-6343	\$21.01
		<b>Total GENERAL FUND</b>		<b>\$37,512.52</b>
MAR2016	INTERMEDIX (22025)	EMS BILLING	09-09-92-6373	\$5,930.28
		<b>Total FIRE/EMS FUND</b>		<b>\$5,930.28</b>
2184C	NEW HORIZONS 22959	CLEANING SERVICES FOR GPWA	20-21-00-6112	\$114.00
MAR2016	OG&E 405	GPWA ELECTRIC	20-21-00-6305	\$6,555.89
MAR2016	OKLAHOMA NATURAL GAS	MONTHLY BILLING FOR GPWA	20-21-00-6307	\$2,303.05
5122	FORMS PLUS (185)	Utility Bills and Shipping	20-21-00-6308	\$916.75
MAR2016	O.M.A.G.(21303)	GPWA COVERAGE	20-21-00-6326	\$3,742.94
MARCH2016	O.M.A.G.(21302)	GPWA Workers' Comp	20-21-00-6326	\$13,723.44
MAR2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	20-21-00-6326	\$4,172.79
104040	SOUTHWEST CHEMICAL (20977)	Blanket PO for Bleach	20-23-00-6104	\$1,549.00
		<b>Total GPWA OPERATING FUND</b>		<b>\$33,077.86</b>
2035753	Dorothy Alexander	Speaker and Mileage	30-30-06-6541	\$194.71
2035754	MARGERY KINGSLEY	Speaker & Mileage Margery Kingsley	30-30-06-6541	\$276.73
		<b>Total GRANTS FUND</b>		<b>\$471.44</b>
MAR16	OKLA WATER RESOURCES/	CMOM Project #ORF-10-0008-CW	55-55-00-6714	\$182.00
		<b>Total CMOM Fee</b>		<b>\$182.00</b>
08-083371-016	UTILITY DEPOSIT REFUND		71-00-00-5555	\$54.13
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$54.13</b>
MAR2016	OG&E 405	AIRPORT ELECTRIC	98-98-00-6305	\$495.25
MAR2016	O.M.A.G.(21303)	AIRPORT COVERAGE	98-98-00-6329	\$326.69
MARCH2016	O.M.A.G.(21302)	AIRPORT Workers' Comp	98-98-00-6329	\$488.87
MAR2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	98-98-00-6329	\$75.00
		<b>Total AIRPORT FUND</b>		<b>\$1,385.81</b>
		<b>Total All Funds</b>		<b>\$78,614.04</b>