



60th City Council

Mayor Chuck Burtcher

Ward I – Trey Ayers, John Wood Ward II – Mary Coffin, Patty Hazlewood

Ward III – Ellen Gomes, Gaylord Z. Thomas

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

101 N. 2nd Street, Guthrie, OK 73044

April 6, 2010, 7:00pm

Agenda

- 1. Call to Order
2. Public Comments
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 16, 2010..... 3
B. Consider approval of claims 5
3. Adjourn

CITY COUNCIL MEETING

- 1. Call to Order
2. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any councilmember or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the Special City Council Workshop held on March 16, 2010..... 15
B. Consider approval of minutes of the Regular City Council Meeting held on March 16, 2010..... 17
C. Consider approval of claims 21
D. Consider approval of the Lease Agreement between the City of Guthrie and Sodexo Operations, LLC for use of Highland Hall facility for the Logan County Aging Services 23
E. Consider confirmation of Mayor’s appointment of John Borrego to the Library Board..... 27
F. Consider confirmation of Mayor’s reappointment of Francis Foster to the Library Board for one year..... 31
G. Consider confirmation of Mayor’s recommendation of Lamar Wade to the Guthrie Edmond Regional Airport Board 37
H. The Logan County EMS Board has agreed to reimburse the City of Guthrie for the purchase of 3 power cots, 3 Vidacare EZ-IO intraosseous devices with needles, 1 blood pressure monitor and 3 automatic external defibrillators for a total cost not to exceed \$53,586.95 41
I. Consider approval of the FY 2010 Sports Field Use Agreement for the Guthrie Girls Softball Association 43
J. Consider approval of the FY 2010 Sports Field Use Agreement for the Guthrie Little League Baseball Association..... 55

Resolutions

- 3. Consider approval of Resolution No. 2010-01 establishing a State of Oklahoma mandated fee with an additional city administration fee, on all construction related permits67

Ordinances

- 4. Consider approval of adopting Ordinance No. 3209 amending Chapter 4, Article 9 of the Guthrie Code of Ordinances by adding new Section 4-171 enacting a temporary moratorium on electronic message boards and the issuance of related sign permits and declaring an emergency71
- 5. City Manager's Report
- 6. Requests/comments from members of the City Council.
- 7. Consider convening an Executive Session pursuant to the Authority of Title 25, O.S. 2001, Section 307 (B)(4) for the purpose of discussing confidential communications between the Council and their Attorney concerning a pending investigation or claim (Logan County Rural Water District #1).
- 8. Consideration of action regarding Logan County Rural Water District #1.
- 9. Adjourn

Agenda posted on the bulletin board in the lobby of City Hall before 5:00 pm on Friday, April 2, 2010. The City of Guthrie encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The city may waive the 48 hours rule if signing is not the necessary accommodation.

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY

March 16, 2010

The regular meeting of the Guthrie Public Works Authority was posted on Friday, March 12, 2010 before 5:00 p.m. and held March 16, 2010 in the Guthrie City Hall Council Chambers.

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

Pledge of Allegiance was led by Chairman Chuck Burtcher.

Chairman Chuck Burtcher called the meeting to order at 7:05 p.m.

Members Present:	Chuck Burtcher	Trey Ayers	Ellen Gomes
	John Wood	Patty Hazlewood	Gaylord Z. Thomas

Members Absent: Mary Coffin

Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Jim Ahlgren	Maxine Pruitt
	Rene Spineto	Damon Devereaux	Kevin Dixon, Jr.

Chairman Chuck Burtcher declared a quorum with six (6) Trustees in attendance.

Public Comments. None

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

- A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on March 2, 2010.
- B. Consider approval of Claims:

GPWA Fund:	Regular Claims	\$ 27,201.06
Water Treatment Plant Fund:	Regular Claims	\$739,542.86
Utility Deposit Fund:	Regular Claims	\$ <u>485.81</u>
	TOTAL CLAIMS:	\$767,229.73

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

Aye: Burtcher, Ayers, Gomes, Wood, Thomas, Hazlewood
Nay: None

Chairman Burtcher declared the motion carried unanimously.

Adjournment. Motion by Trustee Ayers, seconded by Trustee Thomas, moved approval to adjourn. Trustees entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Thomas, Hazlewood

Nay: None

Chairman Burtcher declared the motion carried unanimously at 7:06 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

April 6, 2010

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

A handwritten signature in blue ink, appearing to read "Kevin Dixon Jr.", written over a horizontal line.

Kevin Dixon Jr.
Senior Buyer
Administrative Services

Monthly Claims Approved As Per Ordinance #2973
By City Manager

City Manager

City of Guthrie A/P Claims List

Invoice #	Vendor	Description	Account	Cost
2030591	BLUE CROSS/BLUE SHIELD (202	Overpayment on Ambulance Invoice Jerold Si	01-00-00-5435	\$15.21
2030589	INTEGRIS HEALTH (1603)	Overpayment on Ambulance Invoice - Ben Fa	01-00-00-5435	\$50.28
2030593	OHCA - FINANCE (22111)	Overpayment on Ambulance Invoice - Madge	01-00-00-5435	\$68.31
2030587	TRAILBLAZER HEALTH ENTERP	Overpayment on Ambulance Invoice - James	01-00-00-5435	\$43.99
		Total		\$177.79
		Total		\$177.79
172073	MCLAIN-CHITWOOD (358)	Misc. Office Supplies	01-01-00-6100	\$179.95
4195890	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$551.55
220421655	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	\$20.00
CITY HALL 3/20	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$2.40
008058	SAM'S CLUB DIRECT(516)	Misc. Supplies	01-01-00-6103	\$56.06
2030563	WALMART COMMUNITY BRC(207	Janitorial Deodorizers	01-01-00-6103	\$14.01
2030563	WALMART COMMUNITY BRC(207	Janitorial Deodorizer and Dish Soap	01-01-00-6103	\$14.37
100476	BUCKO GLOVES INC (1985)	26-dz Glove order	01-01-00-6110	\$893.88
329829	GOOCH-SMITH ELECTRIC(1279)	Misc. Work	01-01-00-6112	\$96.00
255608	OKLA AIR FILTER SALES & Servi	Air filter order for City Hall	01-01-00-6112	\$98.21
73506918	SIMPLEX-GRINNELL(20886)	Annual test and Inspect of the Fire Alarm and	01-01-00-6112	\$293.00
73506919	SIMPLEX-GRINNELL(20886)	Annual test and Inspect of the Fire Alarm and	01-01-00-6112	\$525.00
293614892	TERMINEX 22413	Pest Control	01-01-00-6112	\$90.00
008058	SAM'S CLUB DIRECT(516)	Misc. Supplies	01-01-00-6114	\$111.96
008058	SAM'S CLUB DIRECT(516)	Coffee Supplies	01-01-00-6114	\$112.23
2030582	AT&T LONG DISTANCE(21268)	Long Distance Service for Feb. 2010	01-01-00-6301	\$87.72
55117	USTI(763)	Annual Maintenane for Computer Software -	01-01-00-6311	\$8,190.00
6398069573	VERIZON WIRELESS (21875)	Cell phone serves	01-01-00-6318	\$199.81
4850	CRAWFORD & ASSOCIATES,P.C.	Professional Services, Accounting and Consu	01-01-00-6330	\$12,165.00
GPWA 2/2010 P	GUTHRIE NEWS LEADER (1578)	Legal Publicaton	01-01-00-6334	\$28.39
4167	MESO(126)	Quarterly Safety Training - April, May and Jun	01-01-00-6339	\$625.00
042244ER	AFLAC(20180)	Service Fee for the Month of March 2010	01-01-00-6346	\$25.00
APRIL 2010	GODDARD ENTERPRISES (798)	Siren Maint.	01-01-00-6372	\$200.00
		Total		\$24,579.54
		Total GENERAL GOVERNMENT		\$24,579.54
CNIN070546BMI	BMI SYSTEMS, INC. 664	Maintence for 4rd floor Canon Copier (JJM01	01-02-20-6317	\$134.09
		Total CITY MANAGER		\$134.09
ARIN037191BMI	BMI SYSTEMS, INC. 664	Laserfiche Server payment Finance Canon C	01-02-23-6317	\$1,265.71
		Total PURCHASING/ACCOUNTS PAYABLE		\$1,265.71
		Total ADMINISTRATION		\$1,399.80
2030469	OKLA STATE UNIVERSITY(437)	Registration Fee for the 2010 Oklahoma Muni	01-03-30-6048	\$360.00
CNIN070547BMI	BMI SYSTEMS, INC. 664	Maintenance for Finance Canon Copier and L	01-03-30-6317	\$269.24
		Total FINANCE		\$629.24
		Total FINANCE		\$629.24
4/2010	COX COMMUNICATIONS(20698)	City Hall and Fire Dept. Internet services	01-04-45-6381	\$39.95
APRIL 20103	COX COMMUNICATIONS(20698)	City Hall and Fire Dept. Internet services	01-04-45-6381	\$239.95
edu347	PANOPTO 22357	CourseCast Hosted Video - April 2010	01-04-45-6381	\$49.00
		Total INFORMATION SERVICES		\$328.90
		Total INFORMATION SERVICES		\$328.90

**City of Guthrie
A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
CNIJN070378BM	BMI SYSTEMS, INC. 664	Maintenance for Planning Canon Copier	01-05-50-6317	\$203.00
		Total COMMUNITY DEVELOPMENT		\$203.00
		Total PLANNING		\$203.00
293597832	TERMINEX 22413	Pest Control	01-06-60-6112	\$50.00
78219	TEXAS BARCODE SYSTEMS 225	Label Matrix, Version 8, Barcode Software	01-06-60-6114	\$375.00
CNIN069844BMI	BMI SYSTEMS, INC. 664	Maintenance for Library Canon Copier	01-06-60-6317	\$137.69
		Total LIBRARY		\$562.69
		Total LIBRARY		\$562.69
2030563	WALMART COMMUNITY BRC(207	Jail Food for Prinsoners at Guthre Police Dep	01-07-70-6106	\$99.78
008058	SAM'S CLUB DIRECT(516)	Coffee Supplies	01-07-70-6114	\$371.07
2030563	WALMART COMMUNITY BRC(207	Digital Camera for Police Department	01-07-70-6120	\$175.88
830678621X030	AT&T MOBILITY (355)	Wireless Internet card for CID office	01-07-70-6311	\$71.84
0C10020	OFFICE DEPOT,INC. (286)	Memory for Computers and Batter Backup for	01-07-70-6311	\$100.00
10022500204438	OFFICE DEPOT,INC. (286)	Memory for Computers and Batter Backup for	01-07-70-6311	\$259.97
2029648	CRUISER SOUTHWEST(20762)	Corner Linear Strobe	01-07-70-6316	\$67.00
150	WILKINS AUTO BODY (20367)	Fixed Police Unit #10 from Accident Dated 2-	01-07-70-6316	\$2,493.50
CNIN069856BMI	BMI SYSTEMS, INC. 664	Maintenance for Police Canon Copier	01-07-70-6317	\$118.22
112839	JOHN E. REID & ASSOCIATES(	Interview and Interrogations Training for Offic	01-07-70-6343	\$545.00
		Total POLICE ADMINISTRATION		\$4,302.26
293614893	TERMINEX 22413	Pest Control	01-07-72-6112	\$40.00
2030563	WALMART COMMUNITY BRC(207	Library Activities Supplies	01-07-72-6112	\$53.62
		Total ANIMAL CONTROL		\$93.62
		Total POLICE		\$4,395.88
2030260	O.S.U.-FIRE SERVICE TRAINING(	EMS Instructor Update - Stowe, Jones, Starn	01-09-90-6048	\$450.00
2030563	WALMART COMMUNITY BRC(207	Tea, Sugar, Coffee, Cascade for Dishwasher	01-09-90-6107	\$88.60
0218-369428	O'REILLY AUTO PARTS (952)	Misc. Supplies	01-09-90-6316	\$27.98
5163616	RICOH AMERICAS CORPORATIO	Copy Machine Maintenance	01-09-90-6317	\$115.96
		Total SUPPRESSION		\$682.54
2030352	O.S.U.-FIRE SERVICE TRAINING(	EMS Update, (Reihs, Machtloff, Haggard, Re	01-09-92-6048	\$200.00
PE70087	LAMPTON WELDING SUPPLY(32	Oxygen	01-09-92-6104	\$73.66
R419493	LAMPTON WELDING SUPPLY(32	Oxygen	01-09-92-6104	\$37.83
4001498963	STERICYCLE (1463)	EMS Trash	01-09-92-6104	\$696.38
86521	RON'S MOBILE TIRE 506	LT 245/ 75R17 tires	01-09-92-6316	\$354.32
		Total EMS		\$1,362.19
128162	PUBLIC AGENCY TRAINING COU	Intro to Fire Origin and Case Investigation	01-09-96-6048	\$295.00
2030561	KEVIN ROOT (21014)	Took Ambulance #3 to Houston Texas to Fix	01-09-96-6107	\$106.46
2324984	OKLA HOME CENTERS, INC. (20	Misc Supplies	01-09-96-6114	\$10.61
2334961	OKLA HOME CENTERS, INC. (20	Misc Supplies	01-09-96-6114	\$6.58
2030563	WALMART COMMUNITY BRC(207	Kodak Picture CD	01-09-96-6120	\$7.00
		Total PREVENTION		\$425.65
		Total FIRE		\$2,470.38
2030544	TENNY MAKER (20987)	Renewal of CDL	01-12-00-6048	\$41.50
694	CHARLIE'S ELECTRIC (97)	Emergency Repairs to Lights Downtown Area	01-12-00-6113	\$280.00
102	CIMMARRON REDI MIX 22576	Concrete for Misc. Jobs	01-12-00-6113	\$1,554.00
104	CIMMARRON REDI MIX 22576	Concrete for Misc. Jobs	01-12-00-6113	\$2,142.00

**City of Guthrie
A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
1-01475-10	DOLESE BROTHERS CO. (153)	Concrete	01-12-00-6113	\$161.75
12460	LOGAN COUNTY ASPHALT(1543)	Misc Patching, Sand and Gravel	01-12-00-6113	\$86.52
12461	LOGAN COUNTY ASPHALT(1543)	Misc Patching, Sand and Gravel	01-12-00-6113	\$1,769.68
12495	LOGAN COUNTY ASPHALT(1543)	Misc Patching, Sand and Gravel	01-12-00-6113	\$764.26
12535	LOGAN COUNTY ASPHALT(1543)	Misc Patching, Sand and Gravel	01-12-00-6113	\$956.11
12591	LOGAN COUNTY ASPHALT(1543)	Misc Patching, Sand and Gravel	01-12-00-6113	\$306.90
12640	LOGAN COUNTY ASPHALT(1543)	Misc Patching, Sand and Gravel	01-12-00-6113	\$62.43
12641	LOGAN COUNTY ASPHALT(1543)	Misc Patching, Sand and Gravel	01-12-00-6113	\$802.80
152420	NAPA (30)	Misc. Supplies	01-12-00-6113	\$40.57
152441	NAPA (30)	Misc. Supplies	01-12-00-6113	\$29.87
9840	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$723.70
9846	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$1,029.65
9851	OKLA CONSTRUCTION MATERIA	Rock	01-12-00-6113	\$931.92
2331295	OKLA HOME CENTERS, INC. (20	Misc Supplies	01-12-00-6113	\$11.98
2332453	OKLA HOME CENTERS, INC. (20	Misc Supplies	01-12-00-6113	\$18.95
2332608	OKLA HOME CENTERS, INC. (20	Misc Supplies	01-12-00-6113	\$48.92
2334214	OKLA HOME CENTERS, INC. (20	Misc Supplies	01-12-00-6113	\$59.99
11429	TRAFFIC SIGNALS, INC.(584)	Repairs to Traffic Signals and School Zones	01-12-00-6113	\$1,055.00
2030428	BLAIR SIGNS (1749)	Signs for Library Parking	01-12-00-6115	\$135.00
TI-0217892	NEWMAN SIGNS, INC.(399)	Street Signs	01-12-00-6115	\$709.60
5991294	HOMETOWN RENTAL & FEED(16	Repairs to Chainsaws	01-12-00-6317	\$92.85
610256	HOMETOWN RENTAL & FEED(16	Repairs to Chainsaws	01-12-00-6317	\$209.17
610257	HOMETOWN RENTAL & FEED(16	Repairs to Chainsaws	01-12-00-6317	\$6.45
A182718	SOUTHWEST TRAILERS & EQUI	Emergency Parts for Snow Plow	01-12-00-6317	\$494.00
0208304	UNITED ENGINES (787)	Parts for Sweeper	01-12-00-6317	\$1,030.81
		Total		\$15,556.38
		Total STREET		\$15,556.38
825 0540344	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$26.20
825 0542013	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$27.55
825 0543654	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$27.55
		Total		\$81.30
187750	FORMAN HARLEY DAVIDSON 2	Service Manual & Police Package supplemen	01-14-41-6116	\$32.00
86495	RON'S MOBILE TIRE 506	Tire Repair	01-14-41-6116	\$8.00
A183831	SOUTHWEST TRAILERS & EQUI	Emergency Light for Trucks	01-14-41-6116	\$386.70
PS110445185	WARREN CAT (139)	Repair Hydraulic Cylinders on Backhoe #225	01-14-41-6116	\$360.98
		Total FLEET MAINTENANCE		\$787.68
		Total FLEET MAINTENANCE		\$868.98
05988	PETTY'S PIT STOP (22340)	Gas - 2009	01-15-11-6118	\$59.88
15013	RANGERS S STORES, L.L.C. 225	Gas Purchased 10/15/2009	01-15-11-6118	\$150.13
		Total PARKS		\$210.01
		Total PARKS & PUBLIC GROUNDS		\$210.01
2030568	OKLA TAX COMMISSION(438)	FEI #736005239 Swimming Pool Sales Tax R	01-16-00-6300	\$20.00
		Total		\$20.00
		Total MUNICIPAL POOL		\$20.00
		Total GENERAL FUND		\$51,402.59

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
293519454	TERMINEX 22413	Pest Control	20-21-00-6112	\$65.00
008058	SAM'S CLUB DIRECT(516)	Coffee Supplies	20-21-00-6114	\$101.02
APRIL 2010	USPS - UNITED STATES POSTAL	Postage Meter	20-21-00-6309	\$1,000.00
APRIL 2010	COX COMMUNICATIONS(20698)	Water Treatment Plant Internet services	20-21-00-6318	\$59.95
6398069573	VERIZON WIRELESS (21875)	Cell phone serves	20-21-00-6318	\$264.87
FEBRUARY 201	C.A.C. FINANCIAL CORP. (1405)	Collection Fees for September, 2009 through	20-21-00-6340	\$23.66
2029709Mar201	DHH DISPOSAL 22381	Sanitation Service for 21st Stree and Johndol	20-21-00-6348	\$157.50
28022(06)	MYERS ENGINEERING CORPOR	Engineering Services - Sanitary Sewer Main	20-21-00-6373	\$6,317.00
		Total		\$7,989.00
		Total PUBLIC WORKS GENERAL		\$7,989.00
171080	ALTIVIA(20798)	Chlorine Gas	20-23-00-6104	\$850.00
88341	SOUTHWEST CHEMICAL (20977)	Liquid Ammonium Sulfate - Freight for Half L	20-23-00-6104	\$2,444.33
0C030163	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$300.00
0C03017	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$145.00
0C031018	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$125.00
OC10019	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$40.00
55356423	D.E.Q.(436)	2010 Public Water Supply Annual Fees	20-23-00-6303	\$5,319.70
0016939	INTERSTATE ELECTRIC CORPO	Emergency Repair - High Service Pump #2	20-23-00-6317	\$9,800.00
2333338	OKLA HOME CENTERS, INC. (20	Misc. Supplies	20-23-00-6317	\$4.49
2333369	OKLA HOME CENTERS, INC. (20	Misc. Supplies	20-23-00-6317	\$1.48
		Total		\$19,030.00
		Total WATER PLANT		\$19,030.00
0C11070	ACCURATE ENVIRONMENTAL,LL	Testing - Waste Water Treatment Plant	20-24-00-6109	\$140.00
OCO4015	ACCURATE ENVIRONMENTAL,LL	Testing - Waste Water Treatment Plant	20-24-00-6109	\$150.00
2030563	WALMART COMMUNITY BRC(207	McAfee Secuirty for WWTP Computer	20-24-00-6114	\$60.00
2019	S & D ELECTRIC MOTOR SHOP (	Repair of a 10HP KSB Pump	20-24-00-6312	\$840.00
2058	S & D ELECTRIC MOTOR SHOP (	3/4" Packing for Transfer Pump	20-24-00-6312	\$253.65
55026398	D.E.Q.(436)	Annual Discharge Permit Fees	20-24-00-6376	\$4,990.96
		Total		\$6,434.61
		Total WASTE WATER TREATMENT PLANT		\$6,434.61
2511	UNIQUE DESIGNS (21785)	City Logos and Names for City Line Maintena	20-27-00-6016	\$110.00
2030563	WALMART COMMUNITY BRC(207	Dickies Denim Shirst for Line Maintenance	20-27-00-6016	\$30.00
0289857-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Repairs	20-27-00-6102	\$546.00
0290034-IN	OKLA CONTRACTORS(240)	Contractors Supplies	20-27-00-6119	\$756.00
0290627-IN	OKLA CONTRACTORS(240)	Contractors Supplies	20-27-00-6119	\$2,316.00
11819	J&R EQUIPMENT(21216)	Need to Replace the 3/4 Inch Jet Hose on the	20-27-00-6317	\$1,887.60
W0110137892	WARREN CAT (139)	Repaired 4 Cylinders on Cat Backhoe and Re	20-27-00-6317	\$5,553.69
28082(07)	MYERS ENGINEERING CORPOR	Engineering Services CMOM Plan for Repair/	20-27-00-6392	\$25,194.00
		Total		\$36,393.29
		Total LINE MAINTENANCE		\$36,393.29
2029747mar201	BURRELL INC.(21286)	Contractor Meter Reading 2009-2010	20-28-00-6054	\$2,662.37
355109	SHOE SHOW, INC. (22263)	Steel Toe Work Boots for Edward Vick	20-28-00-6110	\$59.99
0290033-IN	OKLA CONTRACTORS(240)	Contractors Supplies	20-28-00-6129	\$2,256.00
		Total		\$4,978.36
		Total METER DEPARTMENT		\$4,978.36

**City of Guthrie
A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
Total GPWA OPERATING FUND				\$74,825.26
2030563	WALMART COMMUNITY BRC(207	Library Activities Supplies	30-30-00-6541	\$84.00
2030563	WALMART COMMUNITY BRC(207	Answer Machine Part for Library	30-30-00-6541	\$14.88
2030563	WALMART COMMUNITY BRC(207	Library Supplies	30-30-00-6541	\$65.82
2030563	WALMART COMMUNITY BRC(207	Library Activities Supplies	30-30-00-6541	\$62.22
Total				\$226.92
B 1012364	BRODART(289)	Kids and Grown Ups Standing Order on Book	30-30-06-6541	\$101.02
B1000896	BRODART(289)	Kids and Grown Ups Standing Order on Book	30-30-06-6541	\$22.78
B1012363	BRODART(289)	Kids and Grown Ups Standing Order on Book	30-30-06-6541	\$74.46
B102077	BRODART(289)	Kids and Grown Ups Standing Order on Book	30-30-06-6541	\$87.28
B1027076	BRODART(289)	Kids and Grown Ups Standing Order on Book	30-30-06-6541	\$9.58
B1027078	BRODART(289)	Kids and Grown Ups Standing Order on Book	30-30-06-6541	\$97.68
B987211	BRODART(289)	Kids and Grown Ups Standing Order on Book	30-30-06-6541	\$14.82
B996516	BRODART(289)	Kids and Grown Ups Standing Order on Book	30-30-06-6541	\$469.86
B996517	BRODART(289)	Kids and Grown Ups Standing Order on Book	30-30-06-6541	\$352.32
2030370	OKLA LIBRARY ASSOC.(422)	Registration cost for OLA - Continuing Educat	30-30-06-6541	\$120.00
Total LIBRARY				\$1,349.80
CDBG BID #201	TOTAL INVESTMENT COMPANY	CDBG Project - Sewer Line Replacement Bid	30-30-27-6574	\$64,055.20
Total LINE MAINTENANCE				\$64,055.20
Total GRANTS				\$65,631.92
Total GRANTS FUND				\$65,631.92
CNBIN069854B	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$308.00
CNIN069785B	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$574.39
CNIN069843B	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$260.00
CNIN069855B	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$260.00
CNIN070668B	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$308.00
Total ADMINISTRATION				\$1,710.39
5404482	DELAGE LANDEN PUBLIC FINAN	Lease Payment Antec 900 X20 - March 2010	54-54-04-6706	\$328.64
72830103	DELL FINANCIAL (21623)	Lease Payment on Server March 2010	54-54-04-6706	\$493.78
72885150	DELL FINANCIAL (21623)	Lease Payment Admin/Payroll April 2010	54-54-04-6706	\$82.99
72894748	DELL FINANCIAL (21623)	Lease Payment on Finance Desktops - April	54-54-04-6706	\$478.84
1842579	SUSQUEHANNA COMM. FINANC	Lease BroadcastPix	54-54-04-6706	\$523.38
Total INFORMATION SERVICES				\$1,907.63
APRIL 2010	BANCFIRST(884)	Loan for upgrade for both Cameras trucks	54-54-27-6706	\$1,116.00
Total LINE MAINTENANCE				\$1,116.00
Total FACILITIES				\$4,734.02
APRIL 2010	FARMERS & MERCHANTS BANK(	Dodge Charger (Police Vehicles)	54-56-07-6707	\$641.86
Total POLICE DEPARTMENT				\$641.86
Total VEHICLES & EQUIPMENT				\$641.86
Total CAPITAL PROJECTS				\$5,375.88
14-143940-007 R	MISCELLANEOUS		71-00-00-5555	\$18.16
Total				\$18.16
Total				\$18.16

**City of Guthrie
A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
Total UTILITY DEPOSIT FUND				\$18.16
29397831	TERMINEX 22413	Pest Control	98-98-00-6112	\$50.00
09071205-2	GARVER ENGINEERING 22519	Balance of Contract Not Paid - T Hangars is	98-98-00-6373	\$5,580.00
Total				\$5,630.00
Total AIRPORT FUND				\$5,630.00
Total AIRPORT FUND				\$5,630.00
APRIL 2010	OKLAHOMA DEPARTMENT OF C	Spirit Wing Loan	99-99-00-6702	\$1,041.67
APRIL 2010	LOGAN COUNTY ECON. DEV. C	EDA Grant Loan	99-99-00-6703	\$4,872.54
Total				\$5,914.21
Total GUTHRIE INDUSTRIAL DEVLEOPMENT				\$5,914.21
Total GUTHRIE INDUSTRIAL DEVELOPMENT				\$5,914.21
Total All Funds				\$208,798.02

**City of Guthrie
A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
Adoption Bond R	TABITHA WILKINS 22598	Refund Animal Bond Adoption No.1689	01-00-00-2017	\$25.00
OvrPmt J. Tittsw	BLUE CROSS/BLUE SHIELD(2022	Overpayment on Ambulance Invoice June Titt	01-00-00-5435	\$805.00
J. Helms and J.	TRAILBLAZER HEALTH ENTERP	Overpayment on Ambulance Invoice Jewell H	01-00-00-5435	\$53.84
		Total		\$883.84
		Total		\$883.84
March 2010	OG&E 405	Combined Billing for Feb. 2010	01-01-00-6305	\$5,134.87
March 2010	OG&E 405	Combined Billing for Feb. 2010	01-01-00-6306	\$9,381.68
March 2010	OKLA NATURAL GAS COMPANY	Gas Bill for Feb. 2010	01-01-00-6307	\$5,841.29
Industrial 80 Acre	MARK MEADERS 22599	Appraisal - City of Guthrie Industrial 80 Acres	01-01-00-6373	\$2,500.00
		Total		\$22,857.84
		Total GENERAL GOVERNMENT		\$22,857.84
		Total GENERAL FUND		\$23,741.68
March 2010	OG&E 405	Combined Billing for Feb. 2010	20-21-00-6305	\$6,170.83
March 2010	OKLA NATURAL GAS COMPANY	Gas Bill for Feb. 2010	20-21-00-6307	\$3,794.69
		Total		\$9,965.52
		Total PUBLIC WORKS GENERAL		\$9,965.52
		Total GPWA OPERATING FUND		\$9,965.52
05-050610-002 R	MISCELLANEOUS		71-00-00-5555	\$40.69
05-051200-001 R	MISCELLANEOUS		71-00-00-5555	\$120.00
08-080470-005 R	MISCELLANEOUS		71-00-00-5555	\$123.12
14-141130-002 R	MISCELLANEOUS		71-00-00-5555	\$52.44
15-152950-007 R	MISCELLANEOUS		71-00-00-5555	\$40.17
99-233697-001 R	MISCELLANEOUS		71-00-00-5555	\$0.85
		Total		\$377.27
		Total		\$377.27
		Total UTILITY DEPOSIT FUND		\$377.27
March 2010	OG&E 405	Combined Billing for Feb. 2010	98-98-00-6305	\$422.49
		Total		\$422.49
		Total AIRPORT FUND		\$422.49
		Total AIRPORT FUND		\$422.49
		Total All Funds		\$34,506.96

**City of Guthrie
A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
Refund Adoption	CLARA CHENEY 22601	Refund Animal Bond Adoption No. 0201	01-00-00-2017	\$25.00
Snow Cancellatio	CANDICE HAWK 22600	Refund Fee Paid for Mineral Wells Park Pavili	01-00-00-5446	\$35.00
		Total GENERAL FUND		\$60.00
MARCH/2010	WASTE CONNECTIONS, INC (210		20-00-00-5466	(\$250.00)
MARCH 2010	WASTE CONNECTIONS, INC (210 Sanitation Service - Commerical, Residential,		20-21-00-6348	\$33,436.86
MARCH 2010	WASTE CONNECTIONS, INC (210 Sanitation Service - Commerical, Residential,		20-21-00-6348	\$28,431.10
MARCH 2010	WASTE CONNECTIONS, INC (210 Sanitation Service - Commerical, Residential,		20-21-00-6348	\$802.34
MARCH 2010	WASTE CONNECTIONS, INC (210 Sanitation Service - Commerical, Residential,		20-21-00-6348	\$1,555.54
MARCH 2010	WASTE CONNECTIONS, INC (210 Sanitation Service - Commerical, Residential,		20-26-00-6375	\$2,248.15
MARCH 2010	WASTE CONNECTIONS, INC (210 Sanitation Service - Commerical, Residential,		20-26-00-6375	\$640.36
		Total GPWA OPERATING FUND		\$66,864.35
15-151220-013 R MISCELLANEOUS			71-00-00-5555	\$75.00
		Total UTILITY DEPOSIT FUND		\$75.00
		Total All Funds		\$66,999.35

EARLY PAY

**City of Guthrie
A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
PR3073	AETNA HEALTHCARE (22050)		01-00-00-2031	\$421.04
PR3088	AETNA HEALTHCARE (22050)		01-00-00-2031	\$421.04
PR3073	AETNA HEALTHCARE (22051)		01-00-00-2031	\$510.15
PR3088	AETNA HEALTHCARE (22051)		01-00-00-2031	\$510.15
PR3073	AETNA HEALTHCARE (22050)		01-00-00-2032	\$8,829.16
PR3088	AETNA HEALTHCARE (22050)		01-00-00-2032	\$11,951.36
PR3073	AETNA HEALTHCARE (22051)		01-00-00-2032	\$8,781.49
PR3088	AETNA HEALTHCARE (22051)		01-00-00-2032	\$3,758.77
PR3073	AETNA DENTAL (22490)		01-00-00-2033	\$910.03
PR3088	AETNA DENTAL (22490)		01-00-00-2033	\$979.57
PR3073	AETNA DENTAL (22490)		01-00-00-2034	\$510.14
PR3088	AETNA DENTAL (22490)		01-00-00-2034	\$510.14
		Total		\$38,093.04
		Total		\$38,093.04
		Total GENERAL FUND		\$38,093.04
PR3073	AETNA HEALTHCARE (22050)		20-00-00-2031	\$23.90
PR3088	AETNA HEALTHCARE (22050)		20-00-00-2031	\$23.90
PR3073	AETNA HEALTHCARE (22050)		20-00-00-2032	\$1,836.99
PR3088	AETNA HEALTHCARE (22050)		20-00-00-2032	\$1,836.99
PR3073	AETNA HEALTHCARE (22051)		20-00-00-2032	\$1,073.04
PR3088	AETNA HEALTHCARE (22051)		20-00-00-2032	\$1,073.04
PR3073	AETNA DENTAL (22490)		20-00-00-2033	\$174.74
PR3088	AETNA DENTAL (22490)		20-00-00-2033	\$174.74
PR3073	AETNA DENTAL (22490)		20-00-00-2034	\$66.54
PR3088	AETNA DENTAL (22490)		20-00-00-2034	\$66.54
		Total		\$6,350.42
		Total		\$6,350.42
		Total GPWA OPERATING FUND		\$6,350.42
		Total All Funds		\$44,443.46

EARLY PAY

MINUTES

CITY COUNCIL MEETING

Council Workshop

March 16, 2010

The special meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, March 12, 2010 before 5:00 p.m. and held March 16, 2010 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 6:00 p.m.

Members Present: Chuck Burtcher Trey Ayers Ellen Gomes
 Gaylord Z. Thomas John Wood Patty Hazlewood

Members Absent: Mary Coffin

Staff Present: Matt Mueller Randel Shadid Wanda Calvert
 Maxine Pruitt Lance Crenshaw Damon Devereaux
 Rene Spineto

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

Discussion of City issues and agenda items. The following are issues and agenda items discussed:

1. Department of Environmental Quality (DEQ) – Update on the Capacity Management Operation Maintenance (CMOM) Program – The City is still waiting on DEQ’s follow-up letter from the February 17, 2010 meeting. Staff has continued to proceed with the information discussed at the DEQ’s meeting. One item discussed was Significant Non-Compliance (SNC), sanitary sewer lines that have overflowed more than once in a calendar year. DEQ will require the lines containing SNC to be on the top priority list and fixed first. With the new information, the project cost is estimated at \$5.3 million instead of the \$5.6 million discussed at prior meetings. Once the \$5.3 million project is complete, it is our hope to address the remaining sanitary sewer lines through the budget process. There are no stimulus funds available for water and wastewater projects.
2. Downtown Intersection Site Issues – Police Chief Devereaux informed since 2004 there have been a total of 52 accidents in the downtown area. Suggestions discussed were: (1) no parking within 20’ of intersections; (2) removing parking spaces near the intersections; (3) four-way stop signs, but staff’s opinion on this suggestion is it will add to the congestion that is already a problem; and (4) reducing the speed limit.

3. Downtown Parking Issues – Suggestions discussed were: (1) installing parking meters; (2) creating a policy establishing time limits between 8:00 a.m. and 5:00 p.m. on weekdays in front of businesses; (3) establishing a permit and fee for the permit; and/or (4) do nothing. It was a consensus of the City Council for staff to draft a policy.
4. A Day for Citizens – establishing a day for citizens to meet Guthrie Police officers.
5. Honor Park – Mr. Bill Waggoner, representative from American Legion, addressed the City Council concerning the renewal Lease Agreement regarding the maintenance, repair and operations of Honor Park.
6. Guthrie Lake House - the structure is not in a livable condition and a variety of ideas have been discussed include using the house for fire training and converting it into some kind of concession/vendor area. On March 16, 2010 City Council approved authorizing staff to proceed with demolition of Guthrie Lake House structure. Staff is researching the possibility of using the structure as a fire training exercise, but if it is too expensive, then the Street Department will take down the structure.

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

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

MINUTES

CITY COUNCIL MEETING

March 16, 2010

The regular meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, March 12, 2010 before 5:00 p.m. and held March 16, 2010 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 7:07 p.m.

Members Present: Chuck Burtcher Trey Ayers Ellen Gomes
 John Wood Patty Hazlewood Gaylord Z. Thomas

Members Absent: Mary Coffin

Staff Present: Matt Mueller Randel Shadid Wanda Calvert
 Lance Crenshaw Jim Ahlgren Maxine Pruitt
 Rene Spineto Damon Devereaux Kevin Dixon, Jr.

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

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

- A. Consider approval of the minutes from the Special City Council Workshop Meeting held on March 2, 2010.
- B. Consider approval of minutes from the Regular City Council Meeting held on March 2, 2010.
- C. Consider approval of Claims:

General Fund:	Regular Claims	\$106,206.03
Grants Fund:	Regular Claims	\$ 2,318.75
Capital Projects Fund:	Regular Claims	\$ 60,802.86
Airport Fund:	Regular Claims	\$ 2,969.76
GIDA Fund:	Regular Claims	\$ <u>4,849.37</u>
	Total Claims:	\$177,146.77

- D. Consider approval of Treasure's Reports.
- E. Consider approval of Guthrie Historic Preservation Commission appointments of Pam Daniels to serve in the Logan County Historical Society Member category

for a term expiring March 2013 and Sharen Bowers to serve in the Special Knowledge category for a term expiring March 2013.

- F. Consider authorizing staff to proceed with demolition of City owned residential structure known as Guthrie Lake House.
- G. Consider approval of Lease Agreement with American Legion regarding maintenance, repair and operation of Honor Park.
- H. Consider approval to submit application for the 2011 Oklahoma Highway Safety Office Grant and authorizing the Mayor to execute the same.
- I. Consider approval of Lease Agreement between the City of Guthrie and Langston University Alumni Association Guthrie Chapter No. 137 for the purpose of conducting their first annual Jazz Festival at Mineral Wells Park.

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

Aye: Burtcher, Ayers, Gomes, Wood, Thomas, Hazlewood
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Announcements from the City Manager: Informed March 25, 2010 will begin the Public Information Forum giving another opportunity for staff to communicate with the public by responding to questions from the attendees or to questions e-mailed during the forum.

Requests/comments from members of the City Council. Councilmember Gomes expressed a “Thank You” to City employees for the great job on clearing the streets during the terrible weather this winter.

Councilmember Hazlewood expressed a “Thank You” to the citizens for being here tonight and wished everyone a safe and Happy St. Patrick’s Day.

Vice Mayor Ayers informed CivicPlus, the City’s website company, released an application that allows citizens to use their iPhone to report code compliance issues to the City’s Citizen Request Tracker System where the system will automatically track the status of the compliant.

Mayor Burtcher informed he is raising funds for the American Red Cross Heroes Campaign by staying on Dr. Bennett’s Office roof (Raise the Roof) for 48 hours and encouraged the citizens to come by and give a donation and reminded Taste of the Town is being held on March 30, 2010.

Adjournment. Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval to adjourn. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Thomas, Hazlewood

Nay: None

Mayor Burtcher declared the motion carried unanimously at 7:16 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

(This page intentionally left blank)



CITY OF GUTHRIE

CLAIMS

April 6, 2010

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

A handwritten signature in blue ink, appearing to read "Kevin Dixon Jr.", written over a horizontal line.

Kevin Dixon Jr.
Senior Buyer
Administrative Services

Monthly Claims Approved As Per Ordinance #2973
By City Manager

City Manager

(This page intentionally left blank)



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: April 6, 2010
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

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

Summary

The proposed agreement is a renewal. The only changes to the agreement are the commencement and ending dates (July 1, 2010 through June 30, 2011) and the removal to use the facility for election purposes. Logan County Aging Services prepares meals (lunch) for the elderly 260 days per year with the use of Highland Hall and 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 to reduce the monthly rental rate for use of the Annex from \$400 to \$1 through the Lease period (June 30, 2010) or until funding is restored. Marlene Snow, Project Director, has informed this fiscal year the State has reduced their funding by 30% and has been informed that it is possible the State will reduce their funding an additional 20% next fiscal year. When Logan County Aging Services is not using Highland Hall, the City has the ability to rent the facility.

Funding Expected: [X] Revenue, [] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 01-00-00-5419, Amount: \$4,200
Legal Review: [] N/A, [X] Required, Completed Date: 03-30-2010
Mayor's Appt.: [] Yes, [X] No

Supporting documents attached

- Lease of Facility for Logan County Aging Services

Recommendation

Staff recommends approval.

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

LEASE OF FACILITY FOR LOGAN COUNTY AGING SERVICES

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

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

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

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

ARTICLE I

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

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

ARTICLE II

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

1. To pay to the CITY the sum of One Dollar (\$1.00) per annum, receipt of which is hereby acknowledged, and other good and valuable consideration, for the use of the FACILITY during the hours and days set out in Article I.

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

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, 2010 and terminating on the 30th day of June, 2011.
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: Peter McGrath
 Division Vice President
 10300 S.W. Greenburg Road
 Suite 271
 Portland, OR 97223

AND

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

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

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

Signed this _____ day of _____, 2010.

CITY OF GUTHRIE, OKLAHOMA

Chuck Burtcher, Mayor

ATTEST:

Wanda Calvert, City Clerk

APPROVED AS TO FORM:

Randel Shadid, City Attorney

Sodexho Operations LLC

Paul McGrath
Senior Vice President

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this _____ day of _____, 2010 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Chuck Burtcher, 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 _____)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Peter McGrath, 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

(This page intentionally left blank)



Agenda Item Cover Letter

Meeting: [x] City Council, [] GPWA, [] Other:
Date of Meeting: April 6, 2010
Contact: Chuck Burtcher, Mayor

Agenda Item

Consider confirmation of Mayor's appointment of John Borrego to the Library Board.

Summary

The Library Board has two vacancies. Ordinance No. 2678 requires the Guthrie Library Board to consist of five (5) citizens of the City of Guthrie who reside within the corporate limits. All members are appointed by the Mayor and approved by City Council.

The notice for the vacancies was posted on the city's website and in the Guthrie News Leader.

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

Supporting documents attached

- Applications: Borrego

Recommendation

Mayor requests confirmation of his appointment to the Library Board.

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

City of Guthrie
Application for Boards and Commissions



guthrie.oklahoma

Please print legibly.

Name JOAN E. BORRELO Day Phone 405-471-4059
 Address 422 E. NOBLE AVE Evening Phone 405-282-0767
 Occupation RECTOR, TRINITY EPISCOPAL CHURCH Education B.A., M.Div., M.A.
 How long have you lived in Guthrie? 3 years 2 months

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

- Which board or commission interests you? LIBRARY BOARD
- Why are you interested in serving on this board/commission?
Frequent patron of library, frequently use interlibrary loan, great respect for library staff, would like to support children's reading programs and improve the library's collections.
- In what civic activities have you been involved during the past 3 years?
Guthrie Rotary Club, Lunch on Noble, Guthrie Ministerial Alliance (president, 2009), board member of Logan Community Services.
- What skills and/or experience will you contribute?
Experience with volunteer organizations, experience with budgets, research skills, interest in promoting image of library.
- List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
MARILYN BRANCH	9 FORREST RD	282-3478
REV. LARRY STEVENS	NOBLE AVE. BAPTIST CHURCH 1219 W. NOBLE	282-3227
PROF. NORMAN STILLMAN	UNIVERSITY OF OKLAHOMA 455 W. LINDSEY, DAAT 403A NORMAN, OK 73019	405-325-6508

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.

J E Borrelo
 Signature

3/25/2010
 Date

City of Guthrie Boards and Commissions

Please Note: All vacancies on any City of Guthrie Board or Commission are advertised in order to give the greatest opportunity for Guthrie residents to be notified about and apply for positions in which they are interested. A limited number of positions are available; therefore, application in itself does not guarantee appointment. The City appreciates every person who takes time to apply. If an applicant is not selected the first time, he/she is encouraged to reapply when another opening is available.

All board and commission positions are volunteer positions and require commitment on the part of the individual members without compensation of any kind.

Description and Qualifications

Guthrie/Edmond Regional Airport Board

Membership: 7 (3 Guthrie residents, 3 Edmond residents, Guthrie City Manager)

Term: 3 years, begins July

Meetings: 3rd Tuesdays, 3 pm, Airport Terminal

Established: 2004 by Agreement

Board of Adjustment*

Membership: 5 Guthrie residents

Term: 3 years, begins February

Meetings: 3rd Thursdays, 6 pm, City Hall

Established: 2/4/1964 by Ordinance No. 2422

Forestry Advisory Board

Membership: 7 (5 Council appointed; 2 City Manager appointed)

Qualifications: Interest, expertise in urban forestry

Term: 3 years, begins June

Meetings: 4th Tuesdays of Jan, Apr, Jul, Oct; 4 pm

Established: 12/16/1997 by Ordinance No. 3032

Historic Preservation Commission

Membership: 7 (2 Guthrie residents/Logan County Historical Society members; 1 Municipal Planning Commission member; 2 with special knowledge or background of history/architecture of the city – residency preferred but not required; and 2 Guthrie residents who own property designated as a landmark or landmark site or located within historic district)

Qualifications: Training, experience in a preservation-related profession

Residency: Those filling the requirement of special knowledge/background preferred, not required

Term: 3 years, begins January

Meetings: 1st Mondays, 6 pm, City Hall

Established: 3/20/2001 by Ordinance No. 3075

Housing Authority

Membership: 5

Residency: Guthrie resident or live within one mile of City limits

Term: 3 years, begins August

Meetings: 3rd Mondays, 2 pm, Housing Authority – 1524 E. Perkins

Established: 8/3/1965 by Resolution No. 61

Library Board

Membership: 5

Residency: City of Guthrie, required

Term: 3 years, begins May

Meetings: 3rd Thursdays of Jan, Apr, Jul, Oct; 4 pm

Established: 4/7/1981 by Ordinance No. 2678

Park Board

Membership: 5 (Mayor appoints 2; Council appoints 1 from each Ward)

Residency: City of Guthrie, required

Term: 2 years, begins June

Meetings: 4th Tuesdays of Jan, Apr, Jul, Oct; 5 pm

Established: 6/3/1997 by Ordinance No. 3020

Planning Commission

Membership: 5

Residency: City of Guthrie, required

Term: 3 years, begins March

Meetings: 2nd Thursdays, 6 pm

Established: 2/21/1978 by Ordinance No. 2590

Transportation Authority

Membership: 7 (6 trustees, 1 councilman with 4-year term)

Residency: City of Guthrie, required

Term: 3 years, begins April

Meetings: 2nd Tuesdays of Jan, Jun; 5 pm

Established: 4/16/2003 by Trust

(This page intentionally left blank)



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: April 6, 2010
Contact: Chuck Burtcher, Mayor

Agenda Item

Consider confirmation of Mayor's reappointment of Francis Foster to the Library Board for one year.

Summary

Ordinance No. 2678 requires the Guthrie Library Board to consist of five (5) members. All members are appointed by the Mayor and approved by City Council. At the Library Board's last meeting, January 21, 2010, it was brought to the Library Director's attention that the current expiration dates were incorrect. In May, 2010, there should be three members with terms expiring, and in May, 2011, there should be two members with term expiring. The records reflect four members with terms expiring in May 2010 and one member's term expiring in May 2011.

On August 7, 2007, Francis Foster was appointed to serve on the Library Board. The minutes reflect for her term to expire May, 2010, but she was actually filling Betty Acton's unexpired term which should have expired May, 2008.

Funding Expected: [] Revenue, [] Expenditure, [X] N/A
Budgeted: [] Yes, [] No, [X] N/A
Account Number: _____ Amount: _____
Legal Review: [] N/A, [X] Required, Completed Date: 01/26/2010
Mayor's Appt.: [X] Yes, [] No

Supporting documents attached

- City of Guthrie Ordinance No. 2678

Recommendation

Mayor requests confirmation of his appointment to the Library Board.

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

ORDINANCE NO. 2678

AN ORDINANCE CREATING A LIBRARY BOARD FOR THE CITY OF GUTHRIE, OKLAHOMA; PROVIDING FOR APPOINTMENT AND TERM OF SERVICE FOR THE MEMBERS OF SAID BOARD, PROVIDING DUTIES OF THE BOARD; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Mayor and Councilmen of the City of Guthrie, Oklahoma:

Section 1: There is hereby created a Library Board for the City of Guthrie, Oklahoma. The Library Board shall be composed of five (5) members, to be appointed as provided in Section 2 hereof.

Section 2: The Mayor of the City of Guthrie, Oklahoma shall, with the approval of the City Council, appoint five (5) members of the Library Board. For the initial appointments, one member shall serve a term of one (1) year, two members shall serve a term of two (2) years, and two members shall serve a term of three (3) years. These terms shall begin May 1, 1981 and the Mayor shall designate the length of each member's term, as provided above. On or before May 1, 1982, the Mayor shall appoint, with the approval of the City Council, one member for a term of three years; on or before May 1, 1983, the Mayor shall appoint, with the approval of the City Council, two members for a term of three (3) years; on or before May 1, 1984, the Mayor shall appoint, with the approval of the City Council, two members for a term of three (3) years; thereafter all appointments shall be for a term of three (3) years, and shall be subject to City Council approval.

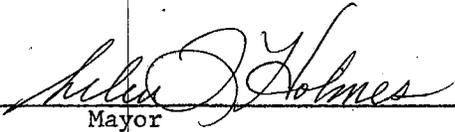
Section 3: The Library Board shall make recommendations to the Mayor, City Council and City Manager on the operation, functions, maintenance, policies of and all matters concerning, the public library system of the City of Guthrie.

Section 4: All ordinances or resolutions in conflict with any provision of this Ordinance are hereby repealed, as of the effective date of this Ordinance.

Section 5: 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.

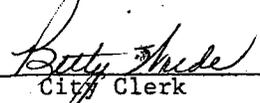
Section 6: For the preservation of the public peace, health and safety, an emergency is hereby declared to exist by reason whereby this Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED by the Council and APPROVED by the Mayor this 9th day of April, 1981.



Mayor

ATTEST: (Seal)



City Clerk

APPROVED AS TO FORM:

City Attorney

**City of Guthrie
Application for Boards and Commissions**



Please print legibly.

Name L. Francis Foster Day Phone 282-1853 (H)
 Address 1312 North Canyon Way Evening Phone 820-7565 (C)
 Occupation Retired (Professor of Mathematics) Education Masters in Mathematics Education
 How long have you lived in Guthrie? 2 years 9 months

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

- Which board or commission interests you? Guthrie Public Library Board
- Why are you interested in serving on this board/commission?
 Now that I am retired and have the time, I am interested in becoming involved in community and civic organizations and making a contribution to my community. As a student and/or educator, I have been a life-long library user and I am interested in seeing the Guthrie Public Library as an integral part of the community.
- In what civic activities have you been involved during the past 3 years?
 Deliver Mobile Meals for Logan County Aging Services
 Volunteer at the Logan County Medical Center
 Guthrie Lions Club
- What skills and/or experience will you contribute?
 As a former mathematics educator I have a lot of experience in "problem solving".
- List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>Judy Mee</u>	<u>6 Oakdale Farm Road Edmond 73013</u>	<u>478-4223</u>
<u>Phyllis Armstrong</u>	<u>8509 NW 99th St. OKC 73132</u>	<u>721-0543</u>
<u>Doug Powell</u>	<u>Guthrie</u>	<u>740-3344</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.

L. Francis Foster
Signature

July 10, 2007
Date

**L. FRANCIS FOSTER
CURRICULUM VITA**

EDUCATION:

- B.A., Mathematics, Oklahoma City University, 1963
- M.A., Mathematics Education, Central State University, 1976

EXPERIENCE:

- Chair Workshop Support Committee, NCTM Regional Conference in Oklahoma City, 2002
- Chair Student Support Services Resources and Outcomes Committee for the North Central Association Self-Study, 2001
- State Regents Transfer Committee, 1995-2003
- Co-Developer and Co-Director, Summer Academy in Mathematical Applications, 1996, 1997, 1998
- Director, Applications in Mathematics for High Schools in Oklahoma, funded by the Oklahoma State Regents for Higher Education and Oklahoma business and Industry, 1990, 1991, 1992, 1993
- Professor of Mathematics, Oklahoma City Community College, 1998-2003
- Mathematics Teacher, Putnam City West High School, 1970-1988; Mathematics Department Chair, 1980-1988
- Mathematics Instructor, Problem Solving Class for Summer Academy in Mathematical Applications, Oklahoma City Community College, Summer 1990, 1997
- Part-time Mathematics Instructor, Oklahoma City Community College 1985-1988

AWARDS

- Teacher of the Year Award, Putnam City West High School, 1987
- KOCO-TV, Channel 5, "Oklahoma's Best" Award, 1990
- 1992 NISOD Excellence Award, NISOD International Conference on Teaching Excellence, Austin, Texas

PUBLICATIONS AND PRESENTATIONS:

- Authored detailed study guide for classroom and individualized learning for the Intermediate Algebra at Oklahoma City Community College
- "AIM-HI OKLAHOMA: A Workshop", Oklahoma Council of Teachers of Mathematics, 1990, 1991, 1992, 1993
- "Problem Solving and the Graphic Calculator", workshop for Regional Mathematics Conference, 1990
- "A College Connection; Problem Solving for High School Teachers and Students," American Mathematical Association of Two-Year Colleges, 1991; National Institute of Staff and Organizational Development, 1992

PROFESSIONAL MEMBERSHIPS AND OFFICES:

- American Mathematical Association of Two-Year Colleges
- Central Oklahoma Association of Teachers of Math. Vice President, 1991-1993; President-Elect, 1995; President, 1996; Past President, 1997
- Oklahoma Council of Teachers of Mathematics. Vice President of Secondary Schools, 1984-1986; Secretary, 1992-1998
- Oklahoma Junior College Mathematics Association

(This page intentionally left blank)



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: April 6, 2010
Contact: Chuck Burtcher, Mayor

Agenda Item

Consider reappointment of Lamar Wade to the Guthrie Edmond Regional Airport Board for a three year term, expiring December 2012.

Summary

The airport agreement between the City of Guthrie and the City of Edmond established the Guthrie-Edmond Regional Airport Board. Membership consists of seven members, three appointed from each respective city council and one Guthrie City Council position.

Funding Expected: Revenue [], Expenditure [X] N/A
Budgeted: Yes [], No [X] N/A
Account Number: _____ Amount: _____
Legal Review: [X] N/A, [] Required, Completed Date: _____
Mayor's Appt.: Yes [], No [X]

Supporting documents attached

- Application from Lamar Wade
- Application from Gale Braden
- Application from Buck Adams

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

City of Guthrie
Application for Boards and Commissions



Please print legibly.

Name Lamar Wade Day Phone 282-1359
Address 1911 E. Okla. Guthrie Evening Phone 282-5549
Occupation Wade's Hardware Education OSU - 3 yrs.
How long have you lived in Guthrie? 40 Years _____ Months

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

- Which board or commission interests you? Guthrie - Edmond Regional Airport
- Why are you interested in serving on this board/commission? I'm interested in the continued progress & development of the Airport for the future.
- In what civic activities have you been involved during the past 3 years?
Leons Club
- What skills and/or experience will you contribute?
Served on Airport Board 6 years - gained experience in OAC & FAA funding, Capital Improvement Programs, etc.
- List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>Jack Stuterville</u>	<u>First Capital bank</u>	<u>282-0470</u>
<u>Dale Northrup</u>	<u>Canyon Road, Guthrie</u>	<u>282-1450</u>
<u>Jim Seamans</u>	<u>923 Mockingbird Dr.</u>	<u>282-3201</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.

Lamar Wade
Signature

2-18-10
Date

Copy to Chuck
3-10-10

City of Guthrie
Application for Boards and Commissions



Please print legibly.

Name Gale Braden

Day Phone 405-242-4815

Address 13805 Edmond Gardens Dr.

Evening Phone 405-242-4817

Occupation Retired From FAA & NTSB

Education About 2 years College

How long have you lived in Guthrie? 0 Years 0 Months

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

- Which board or commission interests you? Guthrie/Edmond Regional Airport Board
- Why are you interested in serving on this board/commission?
I want to help the airport grow by increasing the number of airplanes and businesses based at GOK.
- In what civic activities have you been involved during the past 3 years? I'm a board member of the OKC EAA Chapter 24. I'm President of the Homeowners Association where I live. I'm the newsletter editor for the Shawnee EAA Chapter 1098. I'm a Lead Representative on the FAASteam.
- What skills and/or experience will you contribute? I'm well known in the General Aviation and the Experimental aircraft community. I'm very familiar with the Federal Aviation Regulations. I'm a pilot and an A&P mechanic and have been involved in aviation 40+ years.
- List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
Gary Manning	13801 Chandelle Newalla, OK	405-954-4470
Stephen Schmitt	1820 N Ann Arbor Ave OKC	405-943-5758
Paul Patterson	1405 Cedar Ridge Rd Edmond, OK	405-348-1261

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

Date

Copy to Mayor
3-11-2010



City of Guthrie
Standard Application Form for all Volunteer Boards or Commissions

Please answer all questions completely and attach a résumé.

Desired Position: BOARD MEMBER
GUTHRIE-EDMOND REGIONAL AIRPORT Tenure of Position: _____

Name of Applicant: HUGH G. ADAMS Address: 110 N BROAD GUTHRIE

Educational Level: BA UNIV. OF OKLA Occupation: RANCHER/OIL & GAS PROPERTIES

Phone Number (day): 260-1942 School Currently Attending: NONE

(evening): 260-1942 How long have you lived in Guthrie: 5 YEARS

CIVIC BACKGROUND

BORN & RAISED HERE
BUSINESS OWNER SINCE 1991

List/describe the civic, municipal, community opportunities you have been involved in the last 3 years.

LONGHORN WORLD CHAMPIONSHIP - LAZY E ARENA
OCTOBER 2008 2009

SKILLS OR EXPERIENCE

Briefly describe the skills and/or experience that you bring to this position. SERVED ON NUMEROUS
BOARDS OVER THE YEARS - PRESENTLY BOARD MEMBER
& VICE-CHAIRMAN OF OKLA. STATE BANK

REFERENCES

Three names (including addresses and phone numbers) of non-relatives who have known you for at least 3 years.

JEFF WIRZEL 3119 CEDAR RIDGE GUTHRIE 282-6047
JOE UNDERWOOD 808 E. RIDGE DR. GUTHRIE 282-4639
BOB HUDSON 715 E NOBLE GUTHRIE 282-1706

I understand this is a volunteer position appointed by the Mayor and confirmed by Council.

I understand all volunteer boards meet on a regular basis and will follow the rules set forth in the appropriate governing ordinance or resolution:

Board/Commission	Meeting Date/Time	Ordinance/Resolution
Airport Zoning Board	Third Tuesday - 3:00 p.m.	Res. 93-12
Board of Adjustment	Third Thursday - 5:30 p.m.	Ord. 2422
Forestry Board	Quarterly - 4:30 p.m.	Ord. 3032
Guthrie Historic Preservation Commission	First Monday - 5:30 p.m.	Ord. 3075
Library Board	Third Thursday - 4:00 p.m.	Ord. 2678
Park Board	Quarterly - 5:30 p.m.	Ord. 3020
Planning Commission	Second Thursday - 5:30 p.m.	Ord. 2614
Transportation Authority	As needed - 5:30 p.m.	Trust

In the event that I cannot effectively serve my term, I will tender my resignation in writing to the Mayor.

Signature: [Signature] Date: 3-11-10

If you have questions regarding this form, please call City Hall at (405) 282-0493.



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: April 6, 2010
Contact: Lester Branch

Agenda Item: Approve purchase of EMS supplies

Summary

- The Logan County EMS Board has agreed to reimburse the City of Guthrie for the purchase of 3 power cots, 3 Vidacare EZ-IO intraosseous devices with needles, 1 blood pressure monitor and 3 automatic external defibrillators for a total cost not to exceed \$53,586.95

Funding Expected: [X] Revenue, [] Expenditure, [] N/A
Budgeted: [] Yes, [X] No, [X] N/A
Account Number: 01-09-92-6104, Amount: \$53,586.95
Legal Review: [X] N/A, [] Required, Completed Date:
Mayor's Appt.: [] Yes, [X] No

Supporting documents attached: None

Recommendation: Staff recommends approval.

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

(This page intentionally left blank)



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	April 06, 2010	Maxine Pruitt, M S
<input type="checkbox"/> GPWA		Director
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of the FY2010 Sports Field Use Agreement for the Guthrie Girls Softball Association.

Summary

The Guthrie Girls Softball Association has acquired and completed the FY2010 sports agreement for the use of the Owens Fields ball fields and is now ready for execution by the City.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	_____	Amount	\$100 deposit _____
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: _____
Mayor's Appt.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Supporting documents attached

Guthrie Girls Softball Assn. Sports Agreement

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause



SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 29 day of March, 2010 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Guthrie Girls Softball Assoc., an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

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

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

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of May 2010 (the "Commencement Date"), and ending on the 4th day of July, 2010, subject to termination as provided

3/8/2010

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, 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.

3/8/2010

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

3/8/2010

LESSOR harmless from all suits, actions, liability, loss, damages, and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

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

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

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

3/8/2010

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

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

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

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

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

3/8/2010

suffer as a result of termination of this Lease, including the expense of repossession, and any repairs or remodeling undertaken by LESSOR following repossession.

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

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

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants

3/8/2010

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

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

"LESSOR"
City of Guthrie

ATTEST:

By: _____

City Clerk

"LESSEE"

By: *S. Andrew Vreeland*

ATTEST:

Secretary

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

3/8/2010

EXHIBIT A

OWEN FIELD
203 S. ACADEMY ROAD

LEGAL DESCRIPTION

15 ACRES MOL

Legal: 03WI 16N 12NE

N 1/2 of the SE 1/4 of Section 12, T 16N, R3W

EXHIBIT B
KEY DISTRIBUTION SHEET

DATE 29 March

ORGANIZATION: G.G.S.A

FIELD: Owen field

KEYS TO: Con. Stavel

NO. OF KEYS OR SETS: 3 sets

RESPONSIBLE PARTY:

S. Andrew Vreeland

NAME

1010 S. Locust Guthrie OK. Home 260-6235

ADDRESS

PHONE NO.

cell 474-4607

EXHIBIT C

SPORTS FIELD MOWING SCHEDULE 2010

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

**2 WEEKS SCHEDULE
MOWING, TRIMMING**

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

EXHIBIT D

PROOF OF INSURANCE



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	April 06, 2010	Maxine Pruitt, M S
<input type="checkbox"/> GPWA		Director
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of the FY2010 Sports Field Use Agreement for the Guthrie Little League Baseball Association.

Summary

The Little League Baseball Association has acquired and completed the FY2010 sports agreement for the use of the ball fields in the Cottonwood Flats and are now ready for execution by the City.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	Amount \$100 deposit posted in 2009 and held for this fiscal year.		
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: _____
Mayor's Appt.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Supporting documents attached

Little League Baseball Assn. Sports Agreement

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause



SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 18th day of March, 2010 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Guthrie Little League Baseball, 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 6th day of April, 2010 (the "Commencement Date"), and ending on the 4th day of July, 2010, subject to termination as provided

3/8/2010

herein (the "Lease Term").

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

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

_____, practicing _____, conducting

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

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

3/8/2010

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

3/8/2010

LESSOR harmless from all suits, actions, liability, loss, damages, and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

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

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

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

3/8/2010

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

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

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

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

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

3/8/2010

suffer as a result of termination of this Lease, including the expense of repossession, and any repairs or remodeling undertaken by LESSOR following repossession.

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

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

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants

3/8/2010

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

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

ATTEST:

City Clerk

ATTEST:

Secretary

"LESSOR"
City of Guthrie

By: _____

"LESSEE"
Guthrie Little League Baseball Assoc.

By: Brad August

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

3/8/2010

EXHIBIT A

COTTONWOOD FLATS
Between Noble & College and 5th & 8th Streets
33 acres mol

LEGAL DESCRIPTION

33 ACRES MOL

Legal: 02WI 16N 08 NE

EXHIBIT C

SPORTS FIELD MOWING SCHEDULE 2010

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

**2 WEEKS SCHEDULE
MOWING, TRIMMING**

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

EXHIBIT D

PROOF OF INSURANCE



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting April 6, 2010	Contact Rene Spineto
--	---	--------------------------------

Agenda Item

Consider approval of Resolution No. 2010-01 to include in the City's Master Fee Schedule, a State of Oklahoma mandated fee with an additional city administration fee, on all construction related permits.

Summary

A new state law was passed in June of 2009 creating the Uniform Building Code Commission. The purpose of the new Commission is to establish a set of minimum building standards that would be enforced throughout the State. This new law also provided that a fee would be collected on all residential and commercial building, electrical, plumbing, and HVAC permits, as well as on all permits issued for swimming pools and fire protection systems. These fees must be remitted to the Oklahoma Uniform Building Code Commission Revolving Fund by any jurisdictional entity within the State of Oklahoma issuing construction related permits. A copy of the letter from the State Treasurer authorizing the collection of these funds is attached.

Beginning on April 1, 2010 the City of Guthrie is required to remit a \$4.00 (four dollar) fee for each of the above mentioned permits that have been issued.

As established in the State Statute, each jurisdictional entity is allowed to collect up to an additional \$.50 (fifty cents) as an administrative fee on each permit to offset the handing costs of this process.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	Amount \$200.00		
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: _____
Mayor's Appt.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Supporting documents attached:

- Letter from OK Uniform Building Code Commission dated 3/8/10
- O.U.B.C.C - Jurisdictional Entity Permit Fee Report
- Resolution No. 2010-01

Recommendation:

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause 69



Oklahoma Uniform Building Code Commission

David Timberlake, P.E.
Chairman

Brad Henry
Governor

March 8, 2010

To: Each Jurisdictional Entity That Collects Construction Permit Fees in the State of Oklahoma

A new state law was passed in June of 2009 creating the Uniform Building Code Commission. The purpose of the new Uniform Building Code Commission is to establish a set of minimum building code standards that would be enforced throughout the State of Oklahoma.

It will take some time in order to establish all of the procedural rules and policies of the Uniform Building Code Commission and set up the Technical Committees required to review and adopt the minimum building code standards. A website address has been established, but at the present time the website will be "under construction".

The law also established that a fee would be collected on all construction or building permits to be paid into the Oklahoma Uniform Building Code Commission Revolving Fund by any jurisdictional entity within the State of Oklahoma issuing construction or building permits. A letter from the State Treasurer authorizing the OUBCC to collect these funds is also attached.

Pursuant to State Statute 59 O.S. SS 1000.23 and 1000.25 also known as the Uniform Building Code Commission Act; and in accordance to the Emergency Rules Title 748 of the Uniform Building Code Commission (UBCC) signed into effect by Governor Brad Henry on January 12, 2010, you are required to collect a \$4.00 (four dollars) fee for each construction or building permit issued by your office as defined in the attached draft of the UBCC Emergency Rules.

You are to begin collection of this fee for each permit issued after April 1, 2010. Beginning May 1, 2010 you are to remit the monies collected for the preceding month to the address listed below:

Oklahoma Uniform Building Code Commission
P.O. Box 268946, Oklahoma City, OK 73126-8946
(Note: This address is different from normal mailing address)
Telephone: (405) 271-1595

Payments to the Oklahoma Uniform Building Code Commission Revolving Fund shall be due on the twentieth (20th) day of each month for the fees collected during the preceding calendar month. There shall be a late fee imposed for failure to make timely payments. The late fee shall be one percent (1%) of the principal amount due per day beginning from the tenth day after payment is due and accumulating until the late fee reaches one hundred percent (100%) of the principal amount due.

As established in the State Statute, each jurisdictional entity is allowed to collect up to an additional \$.50 (fifty cents) as an administrative fee on each permit reported.

The attached Jurisdictional Entity Permit Fee Report (or an electronic digital form as may be created) will accompany your check or money order for fees collected every month. This form shall be sent every month even if no monies were collected for the preceding month.

Also attached, are examples indicating permit fee calculations in some hypothetical situations.

Sincerely,

David Timberlake, Chairman



David Timberlake, P.E.
Chairman

Oklahoma Uniform Building Code Commission

Brad Henry
Governor

JURISDICTIONAL ENTITY PERMIT FEE REPORT

FOR THE MONTHLY COLLECTION PERIOD OF _____

	NUMBER OF PERMITS	FEE	TOTAL FEE
Residential building permits		\$4.00	
Residential plumbing permits		\$4.00	
Residential mechanical permits		\$4.00	
Residential electrical permits		\$4.00	
Commercial building permits		\$4.00	
Commercial plumbing permits		\$4.00	
Commercial mechanical permits		\$4.00	
Commercial electrical permits		\$4.00	
Fire protection system permits		\$4.00	
Swimming pool permits		\$4.00	
Permit fees waived by jurisdiction		\$0.00	
Total Permits Issued		Total Fee Remitted	
Total number of collection fees imposed		\$0.	

Monthly reports are required even if no fees were collected.

Received From:

Jurisdiction: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

Make check or money order (do **not** send cash) payable to:

Oklahoma Uniform Building Code Commission

P. O. Box 268946, Oklahoma City, OK 73126-8946

(Note: This address is different from normal mailing address)

Telephone: (405) 271-1595

Payments to the Oklahoma Uniform Building Code Commission shall be due on the twentieth (20th) day of each month for the fees collected during the preceding calendar month. There shall be a late fee imposed for failure to make timely payments. The late fee shall be one percent (1%) of the principal amount due per day beginning from the tenth day after payment is due and accumulating until the late fee reaches one hundred percent (100%) of the principal amount due.

RESOLUTION NO. 2010-01

WHEREAS, Oklahoma Lawmakers have declared a need to establish minimum standards for residential and commercial construction throughout the State of Oklahoma; and

WHEREAS, that on January 12, 2010, Governor Brad Henry signed into effect State Statute O.S. SS 1000.23 and 1000.25 also known as the “Uniform Building Code Commission Act”; and

WHEREAS, these State Statutes have established that a four (\$4) dollar fee will be collected on all construction related permits, and paid into the Oklahoma Uniform Building Code Commission Revolving Fund to help fund the Commission by any jurisdictional entity within the State of Oklahoma which issues construction related permits; and

WHEREAS, the “Act” also provides for each jurisdictional entity to charge up to a fifty cent (\$.50) administrative fee for each permit issued to offset their cost of compliance to this act;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA that the City Council supports the Oklahoma Uniform Building Code Commission Act;

IT IS FURTHER RESOLVED THAT, the City Council authorizes that the City’s Master Fee Schedule include the required four dollar (\$4.00) fee, and fifty cent (\$.50) administrative fee for every construction related permit issued by the City of Guthrie.

APPROVED AND PASSED, this _____ day of _____ 2010.

Chuck Burtcher, Mayor

ATTEST: (seal)

Wanda Calvert, City Clerk

APPROVED AS TO LEGAL FORM:

Randel Shadid, City Attorney



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting April 6, 2010	Contact Rene Spineto Community Development Director
--	---	---

Agenda Item

Consider approval of adopting Ordinance No. 3209 amending Chapter 4, Article 9 of the Guthrie Code of Ordinances by adding new Section 4-171 enacting a temporary moratorium on electronic message boards and the issuance of related sign permits and declaring an emergency.

Summary

The Guthrie Planning Commission has been reviewing the current Guthrie Sign Ordinance (Chapter 4, Article 9, Sections 165-170) and will be submitting to City Council a revised Sign Ordinance. A portion of this review process has been devoted to electronic message display signs. The Commission has undertaken a thorough analysis, including a detailed presentation by an electronic display sign vendor.

To ensure that staff and the Planning Commission have adequate time to study the subject, have public review and finalize the ordinance, a 90-day moratorium on installation of electronic display boards is requested. This will ensure that the benefits of a revised sign ordinance will not be lost prior to final adoption. (There are NO electronic display message board applications pending.)

Funding Expected	_____	_____	<input checked="" type="checkbox"/> N/A
Budgeted	_____	_____	<input checked="" type="checkbox"/> N/A
Account Number	_____		Amount
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: _____
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached:

- Proposed Ordinance 3209

Recommendation:

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

ORDINANCE NO. 3209

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 9 OF THE GUTHRIE CODE OF ORDINANCES BY ADDING NEW SECTION 4-171 ENACTING A TEMPORARY MORATORIUM ON ELECTRONIC MESSAGE BOARDS AND THE ISSUANCE OF RELATED SIGN PERMITS; PROVIDING FOR TERMINATION OF THE TEMPORARY MORATORIUM, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Guthrie, Oklahoma is in the process of revising its commercial sign ordinance, and intends to develop revised regulations in accordance with the Guthrie Comprehensive Plan, and

WHEREAS, to provide for adequate time for study, analysis, public review, and finalization of the revised sign ordinance and enactment of the ordinance, so that the benefits of such revised sign ordinance adopted will not be lost, the City desires to enact a temporary moratorium and temporary prohibition on electronic message boards and the issuance of permits for the same.

NOW, THEREFORE, the City adopts the following Emergency Ordinance:

ARTICLE 9: AWNINGS AND SIGNS

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

SECTION 1. A new Section 4-171 of the Guthrie City Code is hereby enacted to read as follows:

§ 4-171. TEMPORARY MORATORIUM ON ELECTRONIC MESSAGE BOARDS and RELATED PERMITS.

- (A) A temporary moratorium on and temporary prohibition of all construction and installation of electronic message boards, and on the issuance of all sign permits for electronic message boards is hereby enacted (collectively the "Moratorium").
- (B) This Moratorium shall terminate upon the first to occur of:
 - a. The subsequent adoption of a revised sign ordinance for the City, or,
 - b. A date 90 days after the enactment of this Moratorium Ordinance.
- (C) All ordinance or parts of ordinance in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 2. EMERGENCY SECTION. For the reasons set forth above, it is the judgment of the City Council that it is necessary for the immediate preservation of peace, welfare, health

and safety of the City and its inhabitants that this ordinance become effective immediately and without delay. An emergency is hereby declared to exist and this ordinance shall be in full force and effect immediately from and after its passage and publication.

Adopted and approved by the City Council of the City of Guthrie the 16th day of March, 2010.

Chuck Burtcher, Mayor

ATTEST: Seal

Wanda Calvert, City Clerk

APPROVED AS TO SUBSTANCE
AND FORM:

Randel Shadid, City Attorney