



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

September 21, 2010, 7:00pm

Agenda

- 1. Call to Order
- 2. Public Comments
- 3. Consent Agenda

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held September 7, 2010 3
- B. Consider approval of claims 5
- C. Consider approval of the Water Meter Reading Service Agreement between the Guthrie Public Works Authority and Burrell, Inc. for the period of October 1, 2010 through September 30, 2011..... 13
- D. Consider approval of the Agricultural Lease Agreement between Guthrie Public Works Authority and Hugh Plagg for the period of October 1, 2010 through September 30, 201121

Resolution

- 4. Consider approval of Resolution No. 2010-14 rescinding the Water Treatment Plant Fee on legal non-users of the Guthrie Public Works Authority water25
- 5. 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 September 7, 2010 27
- B. Consider approval of minutes of the Regular City Council Meeting held on September 7, 2010 31
- C. Consider approval of claims37
- D. Consider approval of Treasurer’s Report..... (to be distributed 9-21-2010)
- E. Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting Services for FY 201139
- F. Consider approval of Civil Defense Siren Maintenance Agreement between the City of Guthrie and Goddard Enterprises45

- G. Consider approval of Agreement between the City of Guthrie and Logan County Economic Development Council for economic recruitment and broad based development51
- H. Consider approval of Agreement between the City of Guthrie and Logan Community Services, Inc. for temporary shelter care for juveniles.....55
- I. Consideration of agreement between City of Guthrie and Retail Attractions for Retail Economic Development services59
- J. Approval of the Airport Property Lease between Ron Jewell (Lessee) and the City of Guthrie, OK. (Lessor) for 2,500 square feet of property at a rate of \$.17 per square foot annually with a CPI rate adjustment every five years. The term of the lease is twenty years with an option for a five year extension at the end of the lease.....69

Ordinance

- 3. Consider approval of Ordinance # 3214 amending Title Four, Article Thirteen of the City of Guthrie Code of Ordinances, entitled Flood Hazard Prevention, providing for severability and repealer, and declaring an emergency83
- 4. City Manager’s Report
- 5. Requests/comments from members of the City Council
- 6. Consider convening an Executive Session pursuant to the Authority of Title 25, O.S. 2001, Sections:
 - A. 307 (B)(1) for the Purpose of Discussing the Employment, Hiring, Appointment, Promotion, Demotion, Disciplining, Resignation or Termination of council-appointed employee (City Attorney).
 - B. 307 (B)(2) for the purpose of discussing negotiations concerning employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145.
 - C. 307(B)(2) for the purpose of discussing negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105.
- 7. Consideration of action regarding the Employment, Hiring, Appointment, Promotion, Demotion, Disciplining, Resignation or Termination of council-appointed employee (City Attorney).
- 8. Consideration of action regarding negotiations concerning employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145.
- 9. Consideration of action regarding negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105.
- 10. Adjourn

Agenda posted on the bulletin board in the lobby of City Hall before 5:00 pm on Friday, September 17, 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 MEETING

September 7, 2010

The regular meeting of the Guthrie Public Works Authority was posted on Friday, September 3, 2010 before 5:00 p.m. and held September 7, 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 7:03 p.m.

Members Present:	Chuck Burtcher	Mary Coffin	Gaylord Z. Thomas
	Ellen Gomes	John Wood	

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

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

Public Comments. Mr. Gary Good invited the Trustees and the community to participate in the Second Saturday/Second Sunday events.

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

A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on August 17, 2010.

B. Consider approval of Claims:

GPWA Fund:	\$ 98,313.36
Water Treatment Plant Fund:	\$257,323.08
CMOM Fee Fund:	\$ 10,050.00
Utility Deposit Fund:	\$ <u>595.69</u>

TOTAL CLAIMS: \$366,282.13

C. Consider approval of authorizing staff to contract with Aetna to continue providing dental and life insurance coverage for GPWA employees for fiscal year 2011.

- D. Consider approval of authorize staff to contract with Principal to provide medical insurance coverage for GPWA employees for fiscal year 2011.

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

Aye: Burtcher, Gomes, Coffin, Wood, Thomas
Nay: None

Chairman Burtcher declared the motion carried unanimously.

Public hearing and consider approval of Resolution No. 2010-13, adopting FY 2011 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds. Staff has prepared and achieved a balanced budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds for Fiscal Year 2011. The proposed budget has been presented and discussed with the Mayor and City Council. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2010-13 provides the City Manager with the flexibility to control the Budget and amend one account to another within the same department or from one department to another within the same fund, without prior approval of the Council or Trustees, all as provided in Title 11 O.S. §17-215. Also, the proposed resolution provides the City Manager with the authority to submit grant applications for grants without prior approval of the Council or Trustees. A public hearing was held for the purpose of soliciting public comment(s) on the FY 2011 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds. There was no public comment. Motion by Trustee Thomas, seconded by Trustee Wood, moved approval of Resolution No. 2010-13, adopting FY 2011 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds. Trustees entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Thomas
Nay: None

Chairman Burtcher declared the motion carried unanimously.

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

Aye: Burtcher, Gomes, Coffin, Wood, Thomas
Nay: None

Chairman Burtcher declared the motion carried unanimously at 7:07 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

September 21, 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 black 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
7850232	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$32.66
229903643	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	\$3.00
000136	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$6.00
000147	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$2.04
5447	AIR TRON MECHANICAL INC (209	Misc. Air unit repairs	01-01-00-6112	\$1,080.00
5449	AIR TRON MECHANICAL INC (209	Misc. Air unit repairs	01-01-00-6112	\$1,932.32
2031437	CREDIT CARD OPERATIONS(206	Parts for 4 Vacuum Cleaners	01-01-00-6112	\$121.00
18877	ED HUMES LOCKSMITH (21141)	Repairs on Door at City Hall	01-01-00-6112	\$163.00
0001877	HURLEY PLUMBING(267)	Misc. Repairs	01-01-00-6112	\$210.95
0001878	HURLEY PLUMBING(267)	Misc. Repairs	01-01-00-6112	\$48.00
2350128	OKLA HOME CENTERS, INC. (203	Misc. Supplies	01-01-00-6112	\$14.77
2350172	OKLA HOME CENTERS, INC. (203	Misc. Supplies	01-01-00-6112	\$1.87
2350178	OKLA HOME CENTERS, INC. (203	Misc. Supplies	01-01-00-6112	\$1.08
3526	BATTERY COMPANY (354)	9V, AA, AAA, D, and C Batterys oder	01-01-00-6114	\$943.29
2031422	AT&T (569)	Phone servies aug 2010	01-01-00-6301	\$2,055.32
287017117468X	AT&T Mobility (22528)	Wireless Internet cards	01-01-00-6301	\$48.16
2031443	OG&E 405	Combined Billing for Aug 2010	01-01-00-6305	\$8,211.62
2031443	OG&E 405	Combined Billing for Aug 2010	01-01-00-6306	\$9,146.20
2031442	OKLA NATURAL GAS COMPANY	Gas Bill for Aug 2010	01-01-00-6307	\$1,037.47
SEPTEMBER 20	ONE STOP COPY SHOP(20470)	Print New Business Cards 1 (box of 250) eac	01-01-00-6308	\$20.00
036897	O.M.L.(426)	OML Conference & Exposition Registration \$	01-01-00-6312	\$215.00
SEPTEMBER 20	O.M.A.G.(21303)	Building & Property Monthly Premiums for Ins	01-01-00-6326	\$4,150.04
SEPTEMBER 20	O.M.A.G.(21302)	Worker's Compensation Insurance 2010	01-01-00-6326	\$20,007.96
SEPTEMBER20	O.M.A.G.(425)	Liability/Contractors Monthly Premium Insura	01-01-00-6326	\$10,870.71
2031417	NOBEL SYSTEMS 22623	Telephone system maintenance	01-01-00-6347	\$310.00
631592	THYSSENKRUPP ELEVATOR(168	Elevator Maintenance	01-01-00-6347	\$228.79
OKC09100349	JANI-KING (21595)	Monthly Contract Billing	01-01-00-6373	\$1,514.00
133	RETAIL ATTRACTIONS, LLC(2216	Contract commencing May 1, 2010 and Endin	01-01-00-6373	\$1,250.00
Total				\$63,625.25
Total GENERAL GOVERNMENT				\$63,625.25
019410	O.M.L.(426)	Membership for Mayor's Council of Oklahoma	01-02-20-6048	\$205.00
036897A	O.M.L.(426)	OML Conference & Exposition-Registration \$	01-02-20-6048	\$265.00
2031205	CREDIT CARD OPERATIONS(206	Land Use Institute Seminar Auguts 25th-Aug	01-02-20-6054	\$724.50
SPECIAL TABS	GUTHRIE NEWS LEADER (1578)	Special Tabs 38965, 38964, 38963 @ \$25.00	01-02-20-6355	\$75.00
Total CITY MANAGER				\$1,269.50
77455	GUTHRIE NEWS LEADER (1578)	Classified Ad for PD Position - Runs Wednes	01-02-24-6334	\$21.80
77455A	GUTHRIE NEWS LEADER (1578)	Classified Ad for PD Position - Runs Wednes	01-02-24-6334	\$21.80
77890	GUTHRIE NEWS LEADER (1578)	Classified Ad for PD Position - Runs Wednes	01-02-24-6334	\$19.40
77891	GUTHRIE NEWS LEADER (1578)	Classified Ad for PD Position - Runs Wednes	01-02-24-6334	\$19.40
77893	GUTHRIE NEWS LEADER (1578)	Classified Ad for PD Position - Runs Wednes	01-02-24-6334	\$19.40
00019257201009	THE OKLAHOMAN (786)	Classified Ad for Police Officer - Sunday Aug	01-02-24-6334	\$84.61
Total HUMAN RESOURCES				\$186.41
Total ADMINISTRATION				\$1,455.91
ORDINANCE 32	GUTHRIE NEWS LEADER (1578)	Legal Notices	01-03-30-6334	\$10.40
ORDINANCE 32	GUTHRIE NEWS LEADER (1578)	Legal Notices	01-03-30-6334	\$10.40
020611	O.M.L.(426)	2010-2011 Oklahoma Municipal Court Clerk	01-03-30-6355	\$55.00
Total FINANCE				\$75.80

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
Total FINANCE				\$75.80
2029468.	COX COMMUNICATIONS(20698)	PD Internet services	01-04-45-6381	\$124.95
Total INFORMATION SERVICES				\$124.95
Total INFORMATION SERVICES				\$124.95
2029854	SUE DuCHARME (22530)	Performance Agreement - October 2009	01-05-50-6054	\$1,250.00
PLAN DEPT 1 Y	GUTHRIE NEWS LEADER (1578)	(1) Year Subscription for Planning Dept	01-05-50-6355	\$72.00
Total COMMUNITY DEVELOPMENT				\$1,322.00
846412	ROBERT GOFF 22654	Abatement at 1507 East Grant 8/30/2010	01-05-51-6354	\$250.00
Total CODE COMPLIANCE				\$250.00
Total PLANNING				\$1,572.00
139874	BRODART(289)	Books on CD Albums	01-06-60-6116	\$86.68
B1404356	BRODART(289)	Grown Ups and Childrens Books	01-06-60-6130	\$31.37
B1442257	BRODART(289)	Grown Ups and Childrens Books	01-06-60-6130	\$26.74
84641	JUNIOR LIBRARY GUILD (1896)	Juvenile and Teen Books - Standing Order 8	01-06-60-6130	\$126.00
2278331	MIDWEST TAPE(21369)	Childrens Books and Grown Up Books on CD	01-06-60-6131	\$69.99
1089460934	RANDOM HOUSE, INC (21561)	Relacement CDs-Compulsion	01-06-60-6131	\$6.00
Total LIBRARY				\$346.78
Total LIBRARY				\$346.78
510809080	GALLS INC.(202)	Galls Lite Extended Level 2 Body Vest - LaNo	01-07-70-6110	\$627.95
CLOTHING REP	DEAN'S CLEANERS (143)	Repair Pants for Sgt. Gibbs	01-07-70-6114	\$5.15
19735	EDMOND SIGNAGE & ENGRAVIN	Gold Name Badge/Serving Since Pin and Silv	01-07-70-6114	\$85.00
167073	LAW ENFORCEMENT SYSTEMS(Warning Books plus Shipping	01-07-70-6308	\$122.00
830678621X090	AT&T MOBILITY (355)	Wireless internet card for CID	01-07-70-6311	\$61.43
2002 HARLEY G	GUTHRIE TAG AGENCY(243)	Tag for 2002 Harley Davision Motorcycle - Ok	01-07-70-6316	\$21.00
AUGUST 2010	SHINEY BAYS (22581)	Police Department Car Wash for August 2010	01-07-70-6316	\$236.70
CNIN079646BMI	BMI SYSTEMS, INC. 664	Maintenance for Police Canon Copier	01-07-70-6317	\$125.18
MILEAGE 9/10/2	SHELLY CLEMONS(20401)	Mileage Reimbursement for 911 System AC	01-07-70-6343	\$31.50
2031437	CREDIT CARD OPERATIONS(206	Classes for JW Williams and Mike Loya	01-07-70-6343	\$150.00
REIMBURSEME	MIKE LOYA (21281)	Reimbursement for Turnpike, Meals and Hote	01-07-70-6343	\$193.66
0810	LOGAN COMMUNITY SERVICES,	Shelter Service	01-07-70-6345	\$125.00
Total POLICE ADMINISTRATION				\$1,784.57
0028757-2176-9	WASTE MANAGEMENT (22106)	DEY - Dead Animals Evf8-Env Fee Fuel and	01-07-72-6114	\$178.58
Total ANIMAL CONTROL				\$178.58
Total POLICE				\$1,963.15
2687	UNIQUE DESIGNS (21785)	Firefighters Polo Shirts with Pocket and Logo'	01-09-90-6016	\$1,073.64
014309	BRANCH'S HEAT & AIR(75)	Service Call and Repair	01-09-90-6317	\$119.90
0219725-IN	OVERHEAD DOOR CO. OF OKC.(Door Repairs at Fire Department	01-09-90-6317	\$292.50
Total SUPPRESSION				\$1,486.04
869990	ALLMED (21869)	EMS Supplies	01-09-92-6104	\$51.00
871118	ALLMED (21869)	EMS Supplies	01-09-92-6104	\$7.30
872218	ALLMED (21869)	EMS Supplies	01-09-92-6104	\$153.66
10-352	XAMOL TECHNOLOGY SOLUTIO	Computer Service	01-09-92-6356	\$297.50
Total EMS				\$509.46

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
Total FIRE				\$1,995.50
0419040140	CINTAS FIRST AID & SAFETY (21	Rain Suits, Ear Protection, Safety Glasses, Ga	01-12-00-6110	\$519.56
5849	HOMETOWN RENTAL & FEED(16	Propane for Pothole Truck, etc.	01-12-00-6113	\$107.80
5921	HOMETOWN RENTAL & FEED(16	Propane for Pothole Truck, etc.	01-12-00-6113	\$130.55
5922	HOMETOWN RENTAL & FEED(16	Propane for Pothole Truck, etc.	01-12-00-6113	\$98.88
166793	NAPA (30)	Misc. Supplies	01-12-00-6113	\$152.93
00119887-IN	RAILROAD YARD, INC.(208)	Steel and Bridge Timbers and Guard Rail Mat	01-12-00-6113	\$2,675.23
0119886-IN	RAILROAD YARD, INC.(208)	Steel and Bridge Timbers	01-12-00-6113	\$1,525.00
016010	WADE'S HARDWARE (607)	Misc Supplies	01-12-00-6113	\$79.34
TI-0225262	NEWMAN SIGNS, INC.(399)	Replace and Stock Street Sign	01-12-00-6115	\$863.03
0218-406431	O'REILLY AUTO PARTS (952)	Misc. Supplies	01-12-00-6317	\$302.37
P343550Y	UNITED ENGINES (787)	Parts for Sweeper	01-12-00-6317	\$546.91
Total				\$7,001.60
Total STREET				\$7,001.60
053222046	AZ COMMERCIAL (1556)	Misc. Automotive Parts	01-14-41-6116	\$9.99
0532223380	AZ COMMERCIAL (1556)	Misc. Automotive Parts	01-14-41-6116	\$15.96
0532223764	AZ COMMERCIAL (1556)		01-14-41-6116	(\$15.96)
0532230010	AZ COMMERCIAL (1556)	Misc. Automotive Parts	01-14-41-6116	\$29.99
0532231781	AZ COMMERCIAL (1556)		01-14-41-6116	(\$29.99)
41964	COUNTRY FORD-MERCURY (130	Ford Parts	01-14-41-6116	\$41.20
41971	COUNTRY FORD-MERCURY (130	Ford Parts	01-14-41-6116	\$71.75
41989	COUNTRY FORD-MERCURY (130		01-14-41-6116	(\$37.99)
41991	COUNTRY FORD-MERCURY (130		01-14-41-6116	(\$3.21)
41994	COUNTRY FORD-MERCURY (130		01-14-41-6116	(\$71.75)
42017	COUNTRY FORD-MERCURY (130	Ford Parts	01-14-41-6116	\$52.15
GPWA AUGUST	EIGHT BALL CAR WASH(20776)	Municipal Car Wash	01-14-41-6116	\$5.95
195577	FORMAN HARLEY DAVIDSON 2	Police Department Motorcycle Parts and Sup	01-14-41-6116	\$70.32
241	GUTHRIE AUTO TRIM(232)	Repair Seat in Truck #241	01-14-41-6116	\$306.06
164823	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$4.00
166028	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$101.85
166079	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$9.52
166102	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$1.69
166212	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$24.99
166312	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$12.40
166334	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$160.77
166386	NAPA (30)		01-14-41-6116	(\$50.00)
166724	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$22.62
0218-398990	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$84.65
0218-399067	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$67.91
0218-399071	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$1.07)
0218-399466	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$35.66)
0218-399498	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$214.99
0218-400049	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$45.00)
0218-401754	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$33.65
0218-401765	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$107.46
0218-402042	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$199.04
0218-402055	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$26.12
0218-402190	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$147.24
0218-402202	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$18.97

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
0218-402327	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$5.99
0218-402375	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$53.59)
0218-402478	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$11.15
0218-403095	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$44.79
0218-403115	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$12.00
0218-403121	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$68.64
0218-403123	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$12.00)
0218-405333	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts and Supplies	01-14-41-6116	\$169.99
NP26506912	FLEETCOR TECHNOLOGIES (219	Fleet Fueling Operations	01-14-41-6118	\$12,650.27
		Total FLEET MAINTENANCE		\$14,447.85
		Total FLEET MAINTENANCE		\$14,447.85
0001876	HURLEY PLUMBING(267)	Restroom Repairs to Guthrie Lake and Highla	01-15-11-6110	\$48.00
000934	WILLOBY'S WHOLESALE (631)	Ice and Water	01-15-11-6110	\$38.47
18921	ED HUMES LOCKSMITH (21141)	Repairs on Locks for Parks and Grounds	01-15-11-6112	\$111.00
2347918	OKLA HOME CENTERS, INC. (203	Building Supplies	01-15-11-6112	\$30.31
2349018	OKLA HOME CENTERS, INC. (203	Building Supplies	01-15-11-6112	\$20.99
2349075	OKLA HOME CENTERS, INC. (203	Building Supplies	01-15-11-6112	\$22.99
2349584	OKLA HOME CENTERS, INC. (203	Building Supplies	01-15-11-6112	\$89.91
32180	MIDWEST PUBLISHING CO.(372)	Envelopes for Honor Boxes	01-15-11-6125	\$588.00
165169	NAPA (30)	Hoses, Brake Lines and Vehicle Parts	01-15-11-6316	\$7.88
166602	NAPA (30)	Hoses, Brake Lines and Vehicle Parts	01-15-11-6316	\$38.79
471374	PRO POWER EQUIPMENT(20625	Weed Eating Blades and Heads, Trimming Li	01-15-11-6317	\$421.89
S14029	WALKER TIRES(160)	Tire Repairs	01-15-11-6317	\$15.00
S14048	WALKER TIRES(160)	Tire Repairs	01-15-11-6317	\$42.50
S14064	WALKER TIRES(160)	Tire Repairs	01-15-11-6317	\$7.50
		Total PARKS		\$1,483.23
		Total PARKS & PUBLIC GROUNDS		\$1,483.23
		Total GENERAL FUND		\$94,092.02
298031621	TERMINEX 22413	Pest Control	20-21-00-6112	\$65.00
2031422	AT&T (569)	Phone servies aug 2010	20-21-00-6301	\$374.14
287017117468X	AT&T Mobility (22528)	Wireless Internet cards	20-21-00-6301	\$192.00
2031443	OG&E 405	Combined Billing for Aug 2010	20-21-00-6305	\$8,604.20
2031442	OKLA NATURAL GAS COMPANY	Gas Bill for Aug 2010	20-21-00-6307	\$530.45
2031420	USPS - UNITED STATES POSTAL	Post meter	20-21-00-6309	\$2,000.00
2031441	TELETOUCH COMMUNICATIONS	Lift Station Tracker Service	20-21-00-6318	\$24.90
2031418	NOBEL SYSTEMS 22623	Telephone system maintenance	20-21-00-6347	\$35.00
		Total		\$11,825.69
		Total PUBLIC WORKS GENERAL		\$11,825.69
MILEAGE REIM	MAXINE PRUITT (1915)	Mileage Reimbursement 2009-2010	20-22-00-6047	\$199.00
V. EPPERSON R DEWART-	GUMERSON INS. AGE	Renewal Fee for Notary Stamp - Valerie Eppe	20-22-00-6048	\$65.00
		Total		\$264.00
		Total PUBLIC WORKS ADMINISTRATION		\$264.00
182203	ALTIVIA(20798)	Chlorine Gas	20-23-00-6104	\$850.00
S106335-IN	HAYNES EQUIPMENT CO.(250)	Backup Pump for Westside Water Booster an	20-23-00-6335	\$1,200.28
		Total		\$2,050.28

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

Invoice #	Vendor	Description	Account	Cost
Total WATER PLANT				\$2,050.28
146491	P&K EQUIPMENT, INC. (273) ED	Estimated Cost of Mower Blades for John De	20-24-00-6112	\$145.38
141547	EVANS ENTERPRISES, INC. (64	Electrical Upgrade for Lift Station #4	20-24-00-6312	\$702.73
0124080-IN	LACAL EQUIPMENT(20725)	Chain for the Do-All-Truck	20-24-00-6317	\$1,041.70
0125048-IN	LACAL EQUIPMENT(20725)	Sprockets for the "Do All Truck"	20-24-00-6317	\$489.80
16551	NAPA (30)	Misc. Supplies	20-24-00-6317	\$10.04
2349446	OKLA HOME CENTERS, INC. (203	Misc Supplies	20-24-00-6317	\$5.60
Total				\$2,395.25
Total WASTE WATER TREATMENT PLANT				\$2,395.25
6028	HOMETOWN RENTAL & FEED(16	Oil for Quickie Saws and Small Engine Repair	20-27-00-6114	\$389.99
CG 90110	WATER RESOURCES MANAGEM	Upgrade on Maintenance Program	20-27-00-6114	\$100.00
1786154	HD SUPPLY (21939)	Per City Manager's Request: Had the 6" Wa	20-27-00-6119	\$400.00
0292517-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Inventory	20-27-00-6119	\$2,052.00
0293393-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Inventory - Line Mai	20-27-00-6119	\$891.00
0293442-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Stock	20-27-00-6119	\$84.00
0294949-IN	OKLA CONTRACTORS(240)	Contractors Materials for Installation of 2 fire	20-27-00-6119	\$2,324.00
0294997-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Stock	20-27-00-6119	\$1,277.00
2348778	OKLA HOME CENTERS, INC. (203	For PVC Fittings - Concrete - Etc.	20-27-00-6119	\$55.76
LINE MAINT 8/1	BALSIGER TIRE (907)	Tire Repair and Replacement	20-27-00-6317	\$163.00
160729	NAPA (30)	Parts for Vehicle Maintenance	20-27-00-6317	\$98.52
000123	GHM ENTERPRISES (1097)	Line Maintenance Laundry Service	20-27-00-6346	\$7.80
000124	GHM ENTERPRISES (1097)	Line Maintenance Laundry Service	20-27-00-6346	\$9.00
000132	GHM ENTERPRISES (1097)	Line Maintenance Laundry Service	20-27-00-6346	\$9.60
000134	GHM ENTERPRISES (1097)	Line Maintenance Laundry Service	20-27-00-6346	\$9.60
000138	GHM ENTERPRISES (1097)	Line Maintenance Laundry Service	20-27-00-6346	\$6.60
000146	GHM ENTERPRISES (1097)	Line Maintenance Laundry Service	20-27-00-6346	\$9.06
00143	GHM ENTERPRISES (1097)	Line Maintenance Laundry Service	20-27-00-6346	\$8.40
00148	GHM ENTERPRISES (1097)	Line Maintenance Laundry Service	20-27-00-6346	\$7.08
1092	J.E. NEUHAUS TRANSPORTATIO	Gravel for Alley Repair on CDBG Swere Repl	20-27-00-6392	\$1,265.03
3080	OKLA CONSTRUCTION MATERIA	Gravel for Alley - CDBG Sewer Replacement	20-27-00-6392	\$989.74
3153	OKLA CONSTRUCTION MATERIA	Gravel for Alley - CDBG Sewer Replacement	20-27-00-6392	\$189.25
2349502	OKLA HOME CENTERS, INC. (203	Pallet of Sakrete	20-27-00-6392	\$165.64
090110	PRIMARY STRUCTURE(20526)	Grade Rings and Manhole Rings and Lids	20-27-00-6392	\$2,726.00
Total				\$13,238.07
Total LINE MAINTENANCE				\$13,238.07
Total GPWA OPERATING FUND				\$29,773.29
PAYMENT No. 5	TOTAL INVESTMENT COMPANY	CDBG Project - Sewer Line Replacement Bid	30-30-27-6574	\$24,451.34
Total LINE MAINTENANCE				\$24,451.34
Total GRANTS				\$24,451.34
Total GRANTS FUND				\$24,451.34
APP #20 9/1/201	HCCCo, LLC. 22368	Guthrie Water Treatment Plant - Sec. A 2009	50-50-00-6373	\$352,565.81
2010236	MYERS ENGINEERING CORPOR	Inspection Services - Water supply Treatment	50-50-00-6373	\$21,200.00
2010345	MYERS ENGINEERING CORPOR	Inspection Services - Water supply Treatment	50-50-00-6373	\$10,700.00
2010354	MYERS ENGINEERING CORPOR	Engineering Services - Water Supply Treatm	50-50-00-6373	\$18,575.22
Total				\$403,041.03

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

Invoice #	Vendor	Description	Account	Cost
Total WATER TREATMENT PLANT IMPROVEMENT				\$403,041.03
Total WATER TREATMENT PLANT FUND				\$403,041.03
CNIN079103BMI	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$574.39
CNIN079604BMI	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$574.39
CNIN079636BMI	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$260.00
CNIN079644BMI	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$308.00
CNIN079645BMI	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	\$260.00
Total ADMINISTRATION				\$1,976.78
7032320	DELAGE LANDEN PUBLIC FINAN	Lease Payment Antec 900 X20 September 20	54-54-04-6706	\$328.64
73717767	DELL FINANCIAL (21623)	Lease Payment on Server September 2010	54-54-04-6706	\$493.78
1929792	SUSQUEHANNA COMM. FINANC	Lease BroadcastPix September 2010	54-54-04-6706	\$523.38
Total INFORMATION SERVICES				\$1,345.80
Total FACILITIES				\$3,322.58
2031440	FARMERS & MERCHANTS BANK(2009 Chevrolet Tahoe (Police Vehicles)	54-56-07-6707	\$720.30
2030930	OKLA STATE BANK (22069)	Four-2009 Dodge Charger (Police Vehcles)	54-56-07-6707	\$3,232.30
Total POLICE DEPARTMENT				\$3,952.60
2029470	OKLA STATE BANK (22069)	10 Wheel Dump Truck with Attachments	54-56-12-6708	\$2,031.00
Total STREET DEPARTMENT				\$2,031.00
2029469.	OKLA STATE BANK (22069)	3 New Chevrolet Truck Silverado	54-56-23-6711	\$715.00
Total PURCHASING/ACCOUNTS PAYABLE				\$715.00
2029469.	OKLA STATE BANK (22069)	3 New Chevrolet Truck Silverado	54-56-27-6708	\$835.00
2029469.	OKLA STATE BANK (22069)	3 New Chevrolet Truck Silverado	54-56-27-6711	\$634.00
Total LINE MAINTENANCE				\$1,469.00
Total VEHICLES & EQUIPMENT				\$8,167.60
Total CAPITAL PROJECTS				\$11,490.18
2031422	AT&T (569)	Phone servies aug 2010	98-98-00-6301	\$64.80
2031443	OG&E 405	Combined Billing for Aug 2010	98-98-00-6305	\$455.84
142844	P&K EQUIPMENT, INC. (273) ED	Yoke for Hitch on John Deere Tractor	98-98-00-6316	\$36.61
Total				\$557.25
Total AIRPORT FUND				\$557.25
Total AIRPORT FUND				\$557.25
2029462	LOGAN CO. ECON. DEV. COUNCI	LCEDC Excel Jet Loan	99-99-00-6704	\$2,786.37
2029461	BANCFIRST(884)	Excel Jet Loan	99-99-00-6705	\$2,063.00
Total				\$4,849.37
Total GUTHRIE INDUSTRIAL DEVLEOPMENT				\$4,849.37
Total GUTHRIE INDUSTRIAL DEVELOPMENT				\$4,849.37
Total All Funds				\$568,254.48

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Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input type="checkbox"/> City Council	September 21, 2010	Wanda Calvert
<input checked="" type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of the Water Meter Reading Service Agreement between the Guthrie Public Works Authority and Burrell, Inc. for the period of October 1, 2010 through September 30, 2011.

Summary

The proposed Water Meter Reading Service Agreement is a renewal and the same as last year. The GPWA is paying \$.75 per water meter per month for a total appropriation in the FY 2011 budget in the amount of \$32,600.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>20-28-00-6054</u>	Amount	<u>\$32,600 for FY 2011</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same/last year</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

- Agreement

Recommendation

Staff recommends approval.

Action Needed	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Emergency Clause
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GUTHRIE PUBLIC WORKS AUTHORITY
GUTHRIE, OKLAHOMA
WATER METER READING SERVICE

THIS AGREEMENT is made, and entered into this ____ day of ____ 2010, by the Guthrie Public Works Authority hereinafter referred to as "GPWA" and Burrell, Inc., hereinafter referred to as "Contractor" for the provision of Water Meter Reading Services.

WHEREAS, THE GPWA requires services which the Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, the Contractor is able and prepared to provide such services as the GPWA does hereinafter require, under those terms and conditions set forth;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement and all written change orders and modifications issued after execution of this Agreement.
2. General Requirements. The Contractor shall provide water meter reading services for GPWA and will work closely with the GPWA staff in implementing this service.
3. Purpose. The GPWA hereby contracts with the Contractor to provide Water Meter Reading Service upon the terms and conditions herein set forth.
4. Scope of Work. The Contractor will provide to the GPWA monthly water meter reading service, including inspection and reporting of leaks or other maintenance concerns, possible meter tampering or safety hazards.
5. Term of Contract. This Agreement shall commence October 1, 2010 and shall expire September 30, 2011.
6. Renewal. Upon written agreement of both parties and approval by the governing body, this Contract may be renewed for a period of one (1) year. The prices, terms and conditions will remain the same, unless an appropriate change order is in effect.
7. Price and Performance Terms. The GPWA agrees to pay the Contractor for performance of the services set forth in this Agreement as follows:

- a. Payment of \$.75 per water meter read, per month, including the transmission of said meter readings to the Utility Department in an acceptable format.
 - b. The Contractor shall, at all times, maintain a level of accuracy in their readings which result in not more than one-tenth of one percent (.001) of the readings to be in error, and further, six-tenths of one percent (.006) skipped meter reads. In the event that the errors associated with the monthly water meter readings exceed the aforementioned acceptable percent error rate, the Contractor will be responsible for obtaining re-reads and further pay to the GPWA a penalty of \$3.25 for any errors or skips in excess of the aforementioned error rate. All re-reads shall be obtained and submitted to the Utility Department within 48 hours of notification without charge.
 - c. The Contractor shall provide meter readings, in an acceptable format, by the 19th of each month. In the event that the meter readings are not provided to the Utility Office by the 19th of each month, the Contractor agrees to pay to the GPWA a rate of \$150.00 per day.
 - d. The Contractor shall provide information concerning the maintenance and safety issues as they relate to the meter boxes, such as washed out areas around the meter box or raised meter boxes, which could become a hazard to the public. This information should be documented by the meter reader and communicated to the utility department.
 - e. The Contractor agrees to place the lids on the meter and meter box as so design to be placed. If the lid is not properly placed, and injuries or damage occurs, the Contractor shall be responsible for said injuries or damage and shall hold the City/Guthrie Public Works Authority harmless.
8. Disputes. Any factual disputes between the GPWA and the Contractor in regard to this Agreement shall be directed to the City Clerk and/or the City Manager. If an acceptable administrative resolution is not achieved, the dispute will be resolved through legal action directed by the City Attorney.
9. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below:

If to the Contractor: Burrell, Inc.
Juan Burrell
1604 S.W. 31st Street
Moore, OK 73160

If to the GPWA: Guthrie Public Works Authority
 City Manager
 P. O. Box 908
 Guthrie, OK 73044

10. Information and Documents. All information, data, reports, as are existing available and necessary to perform the work as outlined in this agreement, shall be furnished to the Contractor without charge by the GPWA, and the GPWA shall cooperate in every way possible in the performance of the work without undue delay.
11. Reports and Records. All manuals prepared by the Contractor under this Agreement shall be made available to the GPWA at no charge but shall be owned by the Contractor and shall not be copied, disclosed or released by the GPWA or participating organization without prior written consent of the Contractor. Reports are excluded from this provision, and shall be owned by the GPWA. The Contractor shall have the right to print and issue copies of these reports at the Contractor's expense. The Contractor may make presentations and releases relating to the project. Papers and other formal publications shall be approved by the GPWA before they are released. Nothing herein contained shall require the GPWA to act or refrain from acting in violation of the Open Records Act.
12. Non-disclosure to Third Parties. The Contractor agrees that all information provided by the GPWA or obtained by the Contractor through performance of their duties shall be confidential and shall not be disclosed or otherwise provided to any other person.
13. The Contractor and the GPWA recognize the fact that the Contractor's employees will be performing services which may require them to be in contact with the general public. The Contractor agrees to provide photos and preliminary background information of each employee. The parties agree that the GPWA reserves the right to determine the lack of suitability of any employee in providing meter reading services for the GPWA and, further, will notify Contractor of said evidence. Upon such notification, the Contractor will provide any necessary substitute person(s) to perform the services stipulated in this agreement. Additionally, the Contractor and Contractor's employees agree to wear a photo I.D. clipped to the outer wear to enable the public to identify them as meter readers.
14. Force Majeure. The Contractor shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God/natural disasters (flood, tornadoes, earthquakes, etc.), fire, riots, strikes, war, civil disorder, unavailability of fuel, and acts of the governments which the Contractor has no control.

15. Comprehensive General Liability Insurance. Throughout the term of this Agreement, the Contractor shall procure and maintain a comprehensive general liability insurance policy of not less than \$1,000,000 per occurrence. The Contractor shall name the GPWA as additional insured and shall furnish the GPWA with evidence of insurance prior to the execution of this Contract. Such policy or policies shall provide that they may not be cancelled without at least 30 days written notice to the GPWA.
16. Vehicle Insurance. The Contractor shall provide evidence of vehicle liability insurance in the amount of not less than \$1,000,000, per occurrence. The Contractor shall name the GPWA as additional insured and shall furnish the GPWA with evidence of insurance prior to the execution of this Contract. Such policy or policies shall provide that they may not be cancelled without at least 30 days written notice to the GPWA.
17. Cross-Hiring of Employees, Officers, Members.
 - a. During the term of this Agreement, the Contractor shall not hire any supervisory employees of the Guthrie Public Works Authority, or former employees of the GPWA, without written approval of the Authority. The GPWA shall not hire any employees or former employees of the Contractor without written prior approval of the Contractor. Only former employees who have terminated their employment with one of the parties within a year prior period shall be a “former employee” or a “former supervisory employee” as referred to above.
 - b. During the term of this Agreement, neither party shall hire any present or former officer, shareholder, or member of the other party without the express written approval of the other party.
 - c. After the expiration or termination of this Agreement, the Guthrie, Public Works Authority or the Contractor’s successor, shall be permitted to hire any Contractor employee previously employed in this program after one (1) year. At that time, in hiring a Contractor employee or a former Contractor employee, the GPWA shall insure and require that the employment process treat the ex-contractor employee fairly as a member of the general public with no discrimination, no waiver of job advertising, no consideration of privilege different from that accorded to members of the general public.
18. Audit and Inspection of Records. The Contractor shall permit the authorized representatives of the GPWA and the State of Oklahoma to inspect and audit all data and records of the Contractor relating to performance under the

contract until the expiration of three years after final payment under this contract.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, unemployment compensation, and minimum wage requirements.
20. Independent Contractor. The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or any of its contractors, sub-contractors, and the employees thereof, shall, not in any manner be deemed to be employees of the GPWA. As such, the employees of the Contractor, its contractors or sub-contractors shall not be subject to any withholding for tax, social security, or other purposes by the GPWA; nor shall such Contractor, sub-contractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation, or the like from the GPWA.
21. Mutual Cooperation. The contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the GPWA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with the GPWA and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statement(s) or take any action(s) detrimental to this effort.
22. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
23. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining party or provisions of this Agreement shall remain in full force and effect.
24. Termination of Contract: The GPWA or the Contractor may terminate this contract whenever it is determined to be in the best interest of either party. Any such termination shall be effected by the delivery to either party a written notice of at least 90 days before the date of termination.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year herein above written.

Guthrie Public Works Authority

By: _____
Chuck Burtcher, Chairman

Attest:

Wanda Calvert, City Clerk

Contractor:

Signature

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Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input type="checkbox"/> City Council	September 21, 2010	Wanda Calvert
<input checked="" type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of the Agricultural Lease Agreement between Guthrie Public Works Authority and Hugh Plagg for the period of October 1, 2010 through September 30, 2011.

Summary

The proposed Agricultural Lease Agreement is a Renewal Agreement. The original agreement with Hugh Plagg was August 28, 1989 for 70 acres for agricultural farmland at an annual rental of \$1,100 or \$15.72 per acre. On June 25, 1991 the GPWA Trustees adjusted the amount of acres to 60 acres, due to the expansion of the landfill, for an annual rental of \$1,328.40 or \$22.14 per acre. The renewal agreement remained the same until March 16, 1999 when the annual rental was increased to \$1,400 or \$23.23 per acre. Last year the agreement included a reduction of one acre reserved for soil removal which brought the total agricultural farmland to 59 acres or \$24.73 per acre. On October 2, 2007 Trustees approved an Agricultural Lease Agreement that provided for a renewal clause to extend and renew the term of the Lease for four (4) additional terms, each for a period of one (1) year. The proposed renewal agreement would begin the third year of the four (4) additional terms.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>20-00-00-5466</u>	Amount	<u>\$1,400 for FY 2011</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same/last year</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

- Agreement

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

RENEWAL AGREEMENT

THIS AGREEMENT made and entered into as of this ___ day of _____, 2010, by and between THE GUTHRIE PUBLIC WORKS AUTHORITY, a public trust, hereinafter the "LESSOR", and HUGH PLAGG, hereinafter the "LESSEE".

WHEREAS, LESSOR and LESSEE did enter into that certain Agricultural Lease Agreement dated October 2, 2007 (the "Lease"); and

WHEREAS, the initial term of the Lease expired on the 30th day of September, 2008; and

WHEREAS, paragraph 23 of the Lease authorizes the LESSEE to extend and renew the term of the Lease for four (4) additional terms beyond the expiration of the initial One (1) year term of the Lease, each renewal period to be for a One (1) year period; and

WHEREAS, LESSEE and LESSOR are both desirous of extending the lease term of said Lease for an additional One (1) year at this time.

W I T N E S S E T H:

THAT for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows

1. LESSOR does hereby extend and renew the Lease for a term commencing on, the 1st day of October, 2010 and ending on the 30th day of September, 2011.
2. LESSEE agrees to pay to LESSOR, without deduction or set off, for a total annual rental for the Lease Premises the sum of One Thousand Four Hundred and No/100 Dollars (\$1,400.00) for the Lease Term for the demised premises described in the Lease, payable at the Lessor's address as shown in paragraph 20 of the Lease, which Lease shall be incorporated by reference herein, as if it appeared in its entirety herein. Said annual rental installment shall be due and payable upon execution of this Renewal Agreement.
3. In the event any part, portion, provision or provisions of said Lease, or this Agreement are found by a court of competent jurisdiction to be illegal or unlawful, said part, portion, provision or provisions shall be deemed stricken and omitted from said Lease or this Agreement, and the parties shall be bound by the remaining terms thereof, which shall be given full force and effect.
4. The parties hereto agree and acknowledge that the terms of said Lease addressed by this Agreement are hereby modified to reflect the terms contained herein.
5. The parties hereto further agree and acknowledge that, except as modified by this Agreement, the terms of said Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement the day and year first above written.

“LESSOR”
THE GUTHRIE PUBLIC WORKS
AUTHORITY, a public trust

By: _____
Chairman of Trustees

ATTEST:

Secretary of Trustees

“LESSEE”

By: _____
HUGH PLAGG

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Agenda Item Cover Letter

Meeting: City Council, GPWA, Other:
Date of Meeting: September 21, 2010
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Resolution No. 2010-14 rescinding the Water Treatment Plant Fee on legal non-users of the Guthrie Public Works Authority water.

Summary

The proposed Resolution will rescind or remove the Water Treatment Plant Fee from legal non-users of the Guthrie Public Works Authority water system. The fee will remain in effect on all water users served by the GPWA water system.

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number: 50-00-00-5485, Amount: Reduction of \$54,000, Legal Review: N/A, Required, Completed Date, Mayor's Appt.: Yes, No

Supporting documents attached

- Resolution No. 2010-14

Recommendation

Staff recommends approval.

Action Needed: Public Hearing, Motion, Emergency Clause

RESOLUTION NO. 2010-14

**A RESOLUTION OF THE GUTHRIE PUBLIC WORKS AUTHORITY
RESCINDING THE WATER TREATMENT PLANT FEE ON LEGAL NON-
USERS OF THE GUTHRIE PUBLIC WORKS AUTHORITY WATER.**

BE IT RESOLVED by the Chairman and Trustees of the Guthrie Public Works Authority of Guthrie, Oklahoma, that the Guthrie Public Works Authority rescinds and removes the \$7.50 Water Treatment Plant Fee for legal non-users of water in the City limits of the City of Guthrie, Oklahoma. The fee will remain in effect on all residents who are served with Guthrie Public Works Authority water.

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Chairman and Trustees of the Guthrie Public Works Authority on the 21st day of September, 2010.

Chuck Burtcher, Chairman

ATTEST: (Seal)

Wanda Calvert, City Clerk

APPROVED AS TO FORM:

Randel Shadid, City Attorney

MINUTES

CITY COUNCIL MEETING

Council Workshop

September 7, 2010

The special meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Thursday, September 2, 2010 before 5:00 p.m. and held September 7, 2010 in the Guthrie City Hall Third Floor Conference Room.

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

Members Present: Chuck Burtcher John Wood Gaylord Z. Thomas
 Mary Coffin

Members Absent: Trey Ayers Ellen Gomes Patty Hazlewood

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

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

Presentation of the FY 2011 Budget. City Manager Matt Mueller explained this budget was a challenge, the management staff team and department heads of the City of Guthrie rose to the challenge and helped prepare a budget that is lean and efficient, but still meets the needs of the community. While there are desired projects that are left out and more wants than revenue, this budget seeks to provide the appropriate balance of efficiency and service.

Questions and discussion regarding agenda items. The following are agenda items discussed:

Medical Insurance - The City of Guthrie has contracted with Aetna to provide group medical (HMO & PPO) insurance since September 1, 2007. Aetna has increased its rates causing the City to go out for quotes. Of the companies that quoted, Principal presented the best value to the City.

Dental and Life Insurance - The City of Guthrie currently contracts with Aetna to provide dental care and life insurance for its employees. The current contract expires September 30, 2010. Aetna has increased its rates causing the City to go out for quotes. Of the companies that quoted, Aetna presented the best value to the City.

Adoption of the FY 2011 Budget - Staff has prepared and achieved a balanced budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds for Fiscal

Year 2011. The proposed budget has been presented and discussed with the Mayor and City Council. A public hearing is being held tonight for public comments. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2010-13 provides the City Manager with the flexibility to control the Budget and amend one account to another within the same department or from one department to another within the same fund, without prior approval of the Council or Trustees, all as provided in Title 11 O.S. §17-215. Also, the proposed resolution provides the City Manager with the authority to submit grant applications for grants without prior approval of the Council or Trustees.

EMS Contract - The proposed EMS Agreement is the same as last year. The Logan County Emergency Medical Services District Board of Trustees was created September 21, 1982 for the purpose of providing emergency medical services for the district comprised of the Independent School District No. 1 area through the levy of an ad valorem tax of 3.07 mills upon all real property situated in the district. The Trustees shall pay the City 90% of the 3.07 mills levied as compensation for providing for emergency medical services for the period of October 1, 2010 through September 30, 2011.

Seat Belt Grant – On March 16, 2010 City Council approved the Guthrie Police Department to make application with the Oklahoma Highway Safety Office for the 2011 Seat Belt Enforcement Grant. This is a partnership with the State of Oklahoma, Oklahoma Highway Safety Office. The project will fund overtime traffic enforcement/occupant protection throughout Guthrie. The project requires the agency to expend funds and submit monthly report for reimbursement. On this award we will receive \$18,000 for overtime. The grant allows officers to be designated as basic traffic enforcement officers and they are able to solely concentrate on traffic infractions.

Surplus and sell two 9mm submachine guns – The Guthrie Police Department currently has two (2) MPS Sub Machine Guns. The weapons are typically used by the Special Operations Team for high risk entries. These particular weapons were manufactured in 1978. Although they are still in excellent operation condition, the Guthrie Police Department wants to upgrade to a more diverse weapon.

Ordinance closing an alley - The Guthrie Planning Commission heard an appeal by Stephen Bowers to close the west half of the east/west alley in Block 75 of Guthrie Proper, specifically the 400 block of West Springer. This block contains two alleys, in a “T” configuration. This request would close the upper left portion of that “T,” i.e., the west half of the east/west alley. The request was heard by the Guthrie Planning Commission at public hearings on July 8 and August 12, 2010. Notification was sent via certified letter to 14 property owners within 300 feet of the location, as well as to all utility companies. Notification was also published in the Guthrie News Leader on June 27, 2010. There was discussion and the motion passed unanimously in favor of the request, with a recommendation to Council for approval.

Executive Session – There are four executive sessions: (1) Employment Agreement with the City Manager; (2) Case No. CJ 2009-3 regarding the initiative petition filed September 7, 2008 for proposed Ordinance to the City of Guthrie and Case No. CJ 2010-175, Schandorf

and Hazlewood vs. City of Guthrie and Guthrie Public Works Authority; (3) negotiations concerning employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145; and (4) negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105.

Request for future items of discussion.

- a. Renewal Agreements
- b. Sign Ordinance presentation
- c. Recycling Plan with Waste Connections
- d. City Attorney Contract
- e. Draft Agreement for use of the Westside Fire Station
- f. Duck Hunting at Liberty Lake

Adjournment. There being no further business, Mayor Burtcher declared the meeting adjourned at 6:34 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

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MINUTES

CITY COUNCIL MEETING

September 7, 2010

The regular meeting of the sixtieth City Council of Guthrie, Oklahoma was posted on Friday, September 3, 2010 before 5:00 p.m. and held September 7, 2010 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 7:08 p.m.

Members Present: Chuck Burtcher Mary Coffin Gaylord Z. Thomas
 Ellen Gomes John Wood

Members Absent: Trey Ayers Patty Hazlewood

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

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

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

- A. Consider approval of the minutes from the Special City Council Workshop Meeting held on August 17, 2010.
- B. Consider approval of the minutes from the Regular City Council Meeting held on August 17, 2010.

- C. Consider approval of Claims:
 - General Fund: \$ 88,005.96
 - Grants Fund: \$ 3,931.84
 - Capital Projects Fund: \$117,877.69
 - Airport Fund: \$ 26,924.88
 - GIDA Fund: \$ 1,041.67

TOTAL CLAIMS: \$237,782.04

- D. Consider approval of the EMS Agreement between the City of Guthrie and Logan County Emergency Medical Services District Board of Trustees for the period of October 1, 2010 through September 30, 2011.

- E. Consider approval of accepting the 2011 Oklahoma Highway Safety Grant in the amount of \$18,000.
- F. Consider approval of authorizing a request from Kenneth Martin for a lump sum payment from the City's retirement plan, Oklahoma Municipal Retirement Fund.
- G. Consider approval of authorizing staff to surplus and sell two (2) 9mm submachine guns for \$1,600 to Midwest Tactical, Inc.
- H. Consider approval of authorizing City staff to contract with Aetna to continue providing dental and life insurance coverage for City employees for fiscal year 2011.
- I. Consider approval of authorizing City staff to contract with Principal to provide medical insurance coverage for City employees for the fiscal year 2011.

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

Aye: Burtcher, Gomes, Coffin, Wood, Thomas
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Public hearing and consider approval of Resolution No. 2010-13, adopting FY 2011 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds. Staff has prepared and achieved a balanced budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds for Fiscal Year 2011. The proposed budget has been presented and discussed with the Mayor and City Council. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2010-13 provides the City Manager with the flexibility to control the Budget and amend one account to another within the same department or from one department to another within the same fund, without prior approval of the Council or Trustees, all as provided in Title 11 O.S. §17-215. Also, the proposed resolution provides the City Manager with the authority to submit grant applications for grants without prior approval of the Council or Trustees. A public hearing was held for the purpose of soliciting public comment(s) on the FY 2011 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds. There was no public comment. Motion by Councilmember Coffin, seconded by Councilmember Thomas, moved approval of Resolution No. 2010-13, adopting FY 2011 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Thomas
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Public hearing and consider approval of Ordinance No. 3213, closing the west half of the east/west alley in the 400 block of West Springer. The Guthrie Planning Commission heard an appeal by Stephen Bowers to close the west half of the east/west alley in Block 75 of Guthrie Proper, specifically the 400 block of West Springer. This block contains two alleys, in a “T” configuration. This request would close the upper left portion of that “T,” i.e., the west half of the east/west alley. The request was heard by the Guthrie Planning Commission at public hearings on July 8 and August 12, 2010. Notification was sent via certified letter to 14 property owners within 300 feet of the location, as well as to all utility companies. Notification was also published in the Guthrie News Leader on June 27, 2010. There was discussion and the motion passed unanimously in favor of the request, with a recommendation to Council for approval. A public hearing was held for the purpose of soliciting public comment(s) regarding closing the west half of the east/west alley in the 400 block of West Springer. There was no public comment. Motion by Councilmember Wood, seconded by Councilmember Thomas, moved approval of adopting Ordinance No. 3213, closing the west half of the east/west alley in the 400 block of West Springer. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Thomas
Nay: None

Mayor Burtcher declared the motion carried unanimously.

City Manager’s Report. (1) Expressed a “Thank You” for the approval of the FY 2011 Budget and to City staff for the opportunity to prepare a zero based budget; (2) informed the Citizens Government Academy begins this Thursday; and (3) informed this is an exciting job and ready to move forward.

Requests/comments from members of the City Council. Councilmember Coffin informed the City Council and the community of the events happening in Guthrie.

Councilmember Wood encouraged the community to participate in the Second Saturday/Second Sunday and the Farmers Market and expressed a “Thank You” to City Manager on the cost savings on the insurance and in the FY 2011 Budget.

Mayor Burtcher agreed staff did a great job on the FY 2011 Budget and that City Manager and Human Resources Manager did a great job on the medical insurance.

Executive Session. Motion by Councilmember Thomas, seconded by Councilmember Coffin, moved approval to convene into Executive Session pursuant to the authority of Title 25, O.S. 2001:

- A. Section 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, resignation or termination of Council-appointed employee (City Manager).

- B. Section 307(B)(4) for the purpose of discussing confidential communications between City Council and its attorney concerning a pending investigation or claim; specifically Case No. CJ 2009-3 (Initiative Petition filed September 7, 2008 for proposed Ordinance to the City of Guthrie) and Case No. CJ 2010-175 (Schandorf and Hazlewood vs. City of Guthrie and Guthrie Public Works Authority).
- C. Section 307(B)(2) for the purpose of discussing negotiations concerning employees and representative of the International Association of Fire Fighters (IAFF), Local 2145.
- D. Section 307(B)(2) for the purpose of discussing negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105.

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

Aye: Burtcher, Gomes, Coffin, Wood, Thomas
Nay: None

Mayor Burtcher declared the motion carried unanimously at 7:21 p.m. Attending Executive Sessions were – Mayor Burtcher, Councilmembers Gomes, Coffin, Wood, and Thomas, City Manager Mueller and City Attorney Shadid. Human Resources Manager Ahlgren was invited to attend Executive Session C and D.

Reconvened. Mayor Burtcher reconvened the Guthrie City Council Meeting at 8:20 p.m. and stated no action was taken in Executive Session.

Consideration of action regarding the employment, hiring, appointment, promotion, demotion, disciplining, resignation or termination of Council-appointed employee (City Manager). Motion by Councilmember Thomas, seconded by Councilmember Wood, moved approval of the Employment Agreement for FY 2011 with Matt Mueller. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Thomas
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consideration of action regarding Case No. CJ 2009-3 (Initiative Petition filed September 7, 2008 for proposed Ordinance to the City of Guthrie) and Case No. CJ 2010-175 (Schandorf and Hazlewood vs. City of Guthrie and Guthrie Public Works Authority). Motion by Councilmember Thomas, seconded by Councilmember Wood, move approval to reject the settlement offer on Case No. CJ 2010-175 (Schandorf and Hazlewood vs. City of Guthrie and Guthrie Public Works Authority). Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Thomas

Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consideration of action regarding negotiations concerning employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145.

Motion by Councilmember Thomas, seconded by Councilmember Gomes, moved approval to authorize staff to continue negotiations with the International Associations of Fire Fighters (IAFF), Local 2145. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Thomas

Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consideration of action regarding negotiation concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105.

Motion by Councilmember Thomas, seconded by Councilmember Coffin, moved approval to authorize staff to continue negotiations with the Fraternal Order of Police (FOP), Lodge No. 105. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Coffin, Wood, Thomas

Nay: None

Mayor Burtcher declared the motion carried unanimously.

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

Aye: Burtcher, Gomes, Coffin, Wood, Thomas

Nay: None

Mayor Burtcher declared the motion carried unanimously at 8:24 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

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CITY OF GUTHRIE

CLAIMS

September 21, 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 black 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

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Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: September 21, 2010
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting Services for FY 2011.

Summary

The proposed Engagement Letter provides services covering Annual Financial Statement preparation, general accounting and advisory assistance. Upon request Crawford and Associates are prepared to provide a full range of accounting and consulting services at the standard rate set in the Engagement Letter.

Funding Expected: [] Revenue, [X] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 01-01-00-6330, Amount: \$38,800 in FY 2011
Legal Review: [] N/A, [X] Required, Completed Date: 09-15-2010
Mayor's Appt.: [] Yes, [X] No

Supporting documents attached

- Engagement Letter

Recommendation

Staff recommends approval.

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

April 29, 2010

Honorable Mayor and Members of the City Council
City of Guthrie
PO Box 908
Guthrie, OK 73044-0908

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Guthrie (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Guthrie management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Guthrie contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Guthrie are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Compilation of Annual Financial Statements (Restricted for Management Use Only)
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Compilation of Annual Financial Statements (Restricted for Management Use Only)
- General Accounting and Advisory Assistance

Services Related to the Compilation of Annual Financial Statements

The objective of a compilation is to assist you in presenting financial information in the form of financial statements. We will utilize information that is your representation without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with the applicable financial reporting framework defined below.

Applicable Financial Reporting Framework

In regards to the applicable financial reporting framework to be used in the compilation of the annual financial statements, it is our understanding that:

- a. Management has elected to present the annual financial statements in accordance with accounting principles generally accepted in the United States of America.
- b. Management understands the applicable financial reporting framework and has taken the necessary steps to determine that it is an appropriate and acceptable framework for meeting its financial reporting needs.
- c. While management ultimately intends to use the audited financial statements for general use, management intends for these compiled financial statements to be used solely for providing such statements to the City's external financial statement auditor for their use in conducting the financial statement audit. Therefore, such compiled financial statements will be restricted for management's use only.

Crawford & Associates' Responsibilities

We will compile, from information you provide, the annual financial statements of the financial reporting entity of the City of Guthrie as of and for the year ended September 30, 2010. Such financial statements will include the following to the extent they apply to the applicable financial reporting framework defined above:

- a. Management's Discussion and Analysis
- b. Basic Financial Statements
- c. Required Supplementary Information
- d. Other Supplementary Information (to the extent management elects to include)

We will disclose to you any known and uncorrected departures from the applicable financial reporting framework identified in the compilation of the annual financial statements.

We are responsible for conducting the engagement in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants (AICPA) that are applicable to compiled financial statements that are not intended for use by third parties.

The compilation engagement services will result in compiled annual financial statements that are restricted as to use by management solely for the purpose of providing such compiled financial statements to the external auditor for the conduct of the annual financial statement audit. As provided for in the AICPA's Standards for Accounting and Review Services for compilations not expected to be used by third parties, we will not issue a compilation report in conjunction with these compiled financial statements, and instead, we will use this engagement letter as documentation and confirmation of your understanding of the services to be performed and the limitations on the use of the compiled financial statements. As such, we will follow the applicable AICPA guidance and mark each page of the compiled financial statements as "Restricted for Management's Use Only".

Management's Responsibilities

In conjunction with the compilation of the annual financial statements, management is responsible for:

- a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework as defined above, including all necessary informative disclosures;
- b. designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements;
- c. preventing and detecting fraud;
- d. identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- e. making all financial records and related information available to us.

Limitations of a Compilation

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit.

Accordingly, we will not express an opinion or provide any assurance regarding the financial statements being compiled.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

The financial statements will not be accompanied by an accountant's report and are for management's use only and are not to be used by a third party. Your external financial statement auditor is not considered a third party for these purposes.

Management's Acknowledgements

In regards to the compilation of the annual financial statements, by signing this engagement letter, management acknowledges its understanding and acceptance of the following:

- a. That the nature and limitations of the compilation services and the restricted use of such financial statements only by the external auditor in conjunction with the financial statement audit;
- b. That a compilation is limited to presenting, in the form of financial statements, information that is the representation of management; and the work performed by Crawford & Associates in compiling the annual financial statements cannot be relied upon to disclose errors, fraud, or illegal acts;
- c. That the financial statements will not be audited by Crawford & Associates and no opinion or any other form of assurance on the financial statements will be provided in conjunction with the compilation;
- d. That management has knowledge about the nature of the procedures to be applied and the applicable financial reporting framework and assumptions to be used in the preparation of the financial statements;

- e. That the compiled financial statements are not to be used by any third parties for any purpose (the financial statement auditor is not considered to be a third party); and
- f. That management is ultimately responsible for the fair presentation of the financial statements and management will make such representations to the external auditors.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the compilation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the compilation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm Chairman Emeritus and Firm President \$200
- Other Firm Shareholders/Owners and Managers \$135
- Accounting & Consulting Staff \$95
- Clerical Staff \$30

~~Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request.~~

The term of this engagement is a period from January 1, 2010 through September 30, 2011. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Guthrie.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Guthrie:

By: _____

Title: _____

Date: _____



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: September 21, 2010
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Civil Defense Siren Maintenance Agreement between the City of Guthrie and Goddard Enterprises.

Summary

The proposed agreement is a renewal. The term of the agreement is for one year, October 1, 2010 through September 30, 2011. The contractor shall inspect at least once every six months, repair and maintain all civil defense warning siren units.

Funding Expected: [] Revenue, [X] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 01-01-00-6372, Amount: \$3,000 FY 2011
Legal Review: [X] N/A, [] Required, Completed Date:
Mayor's Appt.: [] Yes, [X] No

Supporting documents attached

- Civil Defense Siren Maintenance Agreement

Recommendation

Staff recommends approval.

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

CIVIL DEFENSE SIREN MAINTENANCE AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the City of Guthrie, a municipal corporation (hereinafter "City") and Joe Goddard, d.b.a./Goddard Enterprises (hereinafter "Contractor").

In consideration of the mutual covenants, promises and agreements herein contained, the City and Contractor agree as follows:

TERM: The term of this Agreement shall be for one (1) year, commencing on the 1st day of October, 2010, and ending on the 30th day of September, 2011. Provided, however, this Agreement shall be renewed automatically upon like terms and conditions for successive period of one (1) year commencing October 1, 2010, unless either the City or Contractor gives a thirty-day written notice.

STATUS OF CONTRACTOR: In the performance of its duties and obligations under this Agreement, the Contractor shall be deemed to be an Independent Contractor and not an employee or agent of the City of Guthrie, Oklahoma, or the Guthrie Public Works Authority.

SCOPE OF WORK: The Contractor shall inspect, repair and maintain all Civil Defense warning sirens units as shown on the attached Exhibit "A", the same being incorporated herein by reference as if set out in full.

Contractor shall inspect each siren unit at least once every six (6) months. Contractor shall maintain the electrical, mechanical and other equipment on each unit to the highest standard of operational reliability. Contractor shall provide the City's Purchasing Department with written verification of each inspection, in a form satisfactory to the City, within fifteen (15) days of completion thereof.

It is understood that from time to time the Guthrie Police Chief, Purchasing Agent, or their designees may notify the Contractor that a siren unit has been determined to be non-operational. The Contractor shall make such repairs as are necessary to restore the siren to operating status within seventy-two (72) hours of (1) the time of first verbal or written notification, or (2) the time replacement parts become available. In order to expedite notification, the Contractor shall at all times during the term of this Agreement maintain and respond to the following telephone or pager numbers:

Office: 405-282-1978
Pager: 405-236-9241

The Contractor shall not change or discontinue service to the aforementioned numbers without providing City with at least three (3) days notice of such change or discontinuation in service.

- A. The Contractor shall supply miscellaneous repair parts and bill the cost of same, plus Twenty-Five percent (25%), to the City. Contractor shall warrant said parts and replace or repair the same without additional cost to the City should they fail to operate or prove defective within ninety (90) days of installation.
- B. Parts costing \$250 or more shall be purchased through the City's purchasing process. The Contractor shall obtain a purchase order number from the Purchasing Department for said parts and purchase same from Contractor's vendor at government pricing. The Contractor shall supply the City's Purchasing Department with a list of possible vendors in order to expedite processing.

INSURANCE: Throughout the term of this Agreement or any extension thereof, the Contractor shall procure and maintain in effect liability insurance coverage for any and all claims and actions arising out of any act or omission by Contractor. Said insurance shall be in occurrence form and provide coverage in the amount of \$100,000 per person per occurrence; \$1,000,000 for all person per occurrence; and \$25,000 property damage. Contractor shall be responsible for providing workers' compensation for its employees, if applicable.

INDEMNIFICATION: The Contractor shall, within the limitations place on such entities by State law, indemnify, save and hold harmless the City, its elected officials, officers, employees and agents from all claims, actions, liability, loss, cost, judgments, damages, suits and all expenses defending same, including attorneys fees, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by Contractor, or arising out of or recovered under workers' compensation law or any other law. In any agreement with any subcontractor or any agent for Contractor, the Contractor shall specify that such subcontractor or agents shall indemnify, save and hold harmless the City of Guthrie, its elected officials, officers, employees and agents in the same manner and to the same extent as hereinabove provided for the Contractor.

COMPLIANCE: At all times during the term of this Agreement or any extension thereof, Contractor shall procure and maintain, at its sole expense, all applicable licenses for the proper performance of work in connection with this Agreement, whether said licenses be issued by the City or State of Oklahoma. Further, Contractor shall comply with any and all ordinances, codes, rules and regulations of the City and State of Oklahoma in the performance of this Agreement.

COMPENSATION AND METHOD OF PAYMENT: For satisfactory performance of all duties, services and obligations under this Agreement, the City shall pay to Contractor the sum of \$2,400. Payment shall be made in twelve (12) equal installments

CITY OF GUTHRIE

Mayor

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

This instrument was acknowledged before me on _____,
20 __, by _____, Mayor of the City of Guthrie,
Oklahoma.

Notary Public

My commission expires _____, 20 __.

EXHIBIT A

SIREN LOCATIONS

1. 2423 West Noble (West Assembly of God Church)
2. 19th and Orbit (Silver Valley Addition)
3. 19th and West Noble (north, in alley)
4. 12th and West Noble (south, at alley)
5. 6th and West Noble (north, in alley)
6. Walnut and Crooks Drive (Upper Elementary School)
7. Broad and Jefferson (east of Fogarty School)
8. Broad and Oklahoma (north of Courthouse)
9. Industrial and Ruhl Drive (west, on hilltop)
10. Hillview and Coltrane (south of Guthrie Lake)
11. Drexel and Harrison (in alley, south of water tower)
12. College and Pine (east at Edwards Village)
13. Sooner and Lake Road
14. 2000 East Springer (southwest from I-35 and Noble)



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: September 21, 2010
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Agreement between the City of Guthrie and Logan County Economic Development Council for economic recruitment and broad based development.

Summary

The proposed agreement is a renewal. The term of the agreement is for one year, October 1, 2010 through September 30, 2011. Logan County Economic Development Council has agreed to provide economic recruitment and broad based development.

Funding Expected: [] Revenue, [X] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 01-05-53-6054, Amount: \$18,000 for FY 2011
Legal Review: [X] N/A, [] Required, Completed Date:
Mayor's Appt.: [] Yes, [X] No

Supporting documents attached

- Agreement

Recommendation

Staff recommends approval.

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

AGREEMENT

This Agreement made and entered into as of the date hereinafter set forth, by and between the City of Guthrie (hereinafter referred to as "City"), as party of the first part and the Logan County Economic Development Council, a non-profit corporation established to promote economic development in Logan County, Oklahoma (hereinafter referred to as "LCEDC"), as party of the second part, both of whom understand this Agreement as follows:

Witnesseth:

WHEREAS, the City recognizes the need and desirability of continued and expanded economic development within the area herein before described; and

WHEREAS, the City recognizes that proper pursuit of such development is both time consuming and costly; and

WHEREAS, the LCEDC was formed by representatives of various organizations of like interests pursuant to economic development, including the beneficiary of the City; and

WHEREAS, the LCEDC's sole purpose is that of economic recruitment and broad base development; and

WHEREAS, the operating budget of the LCEDC consists of membership contributions from organizations, businesses or individuals; and

WHEREAS, the City and its beneficiary stand to gain substantially by successful LCEDC action.

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants herein set out, the parties hereto agree as follows:

1) TERM

- a. This Agreement shall be effective from the date of execution until September 30, 2011.
- b. Nothing in this Agreement, nor any other document nor any statement by any representative of the City, except as expressly set forth herein, shall be binding on the City, concerning the terms, conditions or covenants of this agreement.
- c. This Agreement may be extended by simple majority vote of the City Council.

2) CANCELLATION:

- a. This agreement may be cancelled at any time during its term by simple majority vote of the City Council.

- b. In the event this Agreement is terminated upon the occurrence of any of the foregoing conditions, the City shall have no further obligation to perform under this Agreement.

3) CITY REPRESENTATION

- a. The City shall be represented at LCEDC by City's appointee selected in any manner deemed appropriate by the City. The City's representative to LCEDC shall have full voting privileges.

4) FINANCIAL SUPPORT

- a. The City shall contribute to the LCEDC the annual sum of Eighteen Thousand Dollars (\$18,000.00) each City fiscal year for the term of this Agreement, to be paid in four (4) equal quarterly installments, the first payment being due by December 31, 2010, followed by equal payments on March 31, June 30, and September 30, 2011.
- b. The LCEDC shall conduct, or cause to be conducted, an annual audit, by an independent auditor, of all financial activity of the LCEDC in accordance with generally accepted accounting principles, a copy of said audit to be provided to the City. Said audit to be completed in such time as to deliver the audit to the City not later than October 31st each year of the term. Should for any reason the LCEDC disband or dissolve, or the City exercise its right under Section 2 of this Agreement, then and in either event the LCEDC shall provide a final audit as hereinabove described.

5) LCEDC AUTHORITY

- a. The LCEDC shall have and hold exclusive right to conduct its business in accordance with the terms and conditions of its incorporation or other formulation documents and the provisions of this agreement.

6) GENERAL PROVISIONS

- a. The text herein shall constitute the entire Agreement between the parties, and shall become effective upon execution by the parties hereto attested.

7) INDEMNIFICATION

The LCEDC agrees to defend, indemnify and hold harmless the City, its officers, trustees, employees and agents from all loss, liability, cost, claims, damages, lawsuits, actions, judgments, expense, including attorney's fees, arising out of, or in connection with, the terms of this agreement.

IN WITNESS WHEREOF, the parties have set their hands to the Agreement this ____ day of _____, 2010, to be signed and executed on behalf of the City of Guthrie by its Mayor and duly attested by its City Clerk and signed and executed by the President of the Logan County Economic Development Council, who is not a voting member of the City, and attested by the Secretary to the LCEDC, both in duplicate.

THE CITY OF GUTHRIE

MAYOR, CHUCK BURTCHE

ATTEST: (Seal)

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LOGAN COUNTY ECONOMIC DEVELOPMENT COUNCIL

Joe Robillard, President

ATTEST: (Seal)

Secretary, LCEDC



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: September 21, 2010
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Agreement between the City of Guthrie and Logan Community Services, Inc. for temporary shelter care for juveniles.

Summary

The proposed agreement is a renewal. The term of the agreement is for one year, October 1, 2010 through September 30, 2011. Logan Community Services, Inc. has the facilities to provide temporary shelter care and is fully certified by the Oklahoma Department of Mental Health and Substance Abuse Services for those individuals determined to be appropriate for temporary shelter care. When deemed appropriate, the City may refer individuals to the Logan Community Services, Inc. for juvenile or youth shelter care.

Funding Expected: [] Revenue, [X] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 01-07-70-6345, Amount: \$1,500 for FY 2011
Legal Review: [X] N/A, [] Required, Completed Date:
Mayor's Appt.: [] Yes, [X] No

Supporting documents attached

- Agreement

Recommendation

Staff recommends approval.

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

AGREEMENT

This AGREEMENT, made and entered into on the ____ day of _____, 2010, by and between the City of Guthrie, Oklahoma, a municipal corporation (hereinafter "CITY"), and Logan Community Services, Inc., a non-profit Oklahoma corporation (hereinafter "LCS").

WHEREAS, the City desires to engage the services of LCS to provide temporary shelter care for juveniles and youths and drug/alcohol counseling for those individuals determined to be appropriate for temporary shelter care or drug/alcohol counseling by the CITY and referred to LCS; and

WHEREAS, LCS has the facilities to provide temporary shelter care and is fully certified by the Oklahoma Department of Mental Health and Substance Abuse Services as an outpatient drug/alcohol counseling program and desires to accept such engagement on the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM.** The term of the Agreement shall be for one (1) year, commencing on October 1, 2010 and ending September 30, 2011 subject to the provisions of paragraph 5.
2. **SERVICES.** When deemed appropriate, the CITY may refer individuals to the LCS for juvenile or youth shelter care, or drug or alcohol counseling services. Upon receipt of a written request from the Guthrie City Manager, or his or her designee, the LCS shall provide such services.
3. **COMPENSATION.** For provision of the services covered by this Agreement, the CITY shall pay to the LCS One Thousand Five Hundred Dollars (\$1,500.00) annually, said compensation to be paid in twelve (12) equal monthly installments of One Hundred Twenty-Five Dollars (\$125.00) each. It is expressly agreed that the CITY shall bear no obligation, financial or otherwise, to pay the cost for any provision of juvenile shelter care or drug or alcohol counseling service not authorized in advance by the CITY, or any substance abuse treatment or rehabilitation.
4. **REPORTING.** Not later than fifteen days following the close of each quarter, LCS shall prepare and submit to the Guthrie Chief of Police, or his or her designee, a confidential written report covering the preceding calendar quarter that shows:
 - 4.1. Names of the juveniles who received shelter care or drug or alcohol counseling services and a summary of the services provided to each.
 - 4.2. The total number of juvenile-shelter days and juvenile-counseling hours provided for shelter care and drug or alcohol counseling, respectively.

5. **TERMINATION OF AGREEMENT.** Either the CITY or LCS may terminate this Agreement upon giving thirty (30) days written notice to the other party, said notice to be delivered by certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

“LCS”
Logan Community Services, Inc.

ATTEST: (Seal)

President

Secretary

“CITY”
City of Guthrie, Oklahoma, a municipal
corporation

ATTEST: (Seal)

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

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Agenda Item Cover Letter

Meeting: [x] City Council, [] GPWA, [] Other:
Date of Meeting: September 21, 2010
Contact: Matt Mueller, City Manager

Agenda Item: Consideration of agreement between City of Guthrie and Retail Attractions for Retail Economic Development services.

Summary: The City of Guthrie has an existing agreement with Retail Attractions that expires October 1. The contract was entered into in the spring so that RTA could represent the City of Guthrie at the annual ISCS convention. The agreement is the same except that it adds a performance incentive of 1% of the first 3 months of sales tax generated by a business that is recruited to town by Retail Attractions.

Funding Expected: [] Revenue, [x] Expenditure, [] N/A
Budgeted: [x] Yes, [] No, [] N/A
Account Number: [], Amount: \$1,250 per month with performance incentives
Legal Review: [] N/A, [x] Required, Completed Date: 9/11/2010
Mayor's Appt.: [] Yes, [x] No

Supporting documents attached: Agreement with Retail Attractions

Recommendation: Staff recommends approval.

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



Project Proposal (Amended)

Prepared for: Matt Mueller, City Manager

City of Guthrie, OK

Prepared by: Rickey Hayes

Proposal Number: OKGUFY11

Retail Attractions LLC

Oklahoma Office (918) 376-6707
12150 E. 96th Street North, Suite 202
Owasso, Oklahoma 74055

Table of Contents

About Retail Attractions, LLC	Page 3-4
Executive Summary/Objective	Page 5
Statement of Qualifications / Staff	Page 6
Process/Deliverables	Page 7
Fees	Page 8
Disclaimer	Page 9

I. About Retail Attractions, LLC

Retail Attractions is an economic development consulting firm specializing in market research and validation, creative and effective incentive packages and retail recruiting. Our firm believes health economic development is a process. Retail Attractions partners with our clients in coordinated and strategic course of action resulting in extraordinary results.

Retail Attractions believes smart, successful retail development is a vital part of a community's economic development program. We leverage our national network of relationships and our proven expertise to bring retailers, developers, land-owners and communities together to grow new retail business... one relationship at a time. We partner with our client cities to achieve their community goals primarily through retail development. Far beyond concentric rings, drive times or just another bound report, we develop actionable information and make sure the right people have access to it. In short, we make a difference for your community.

The truth is that anyone or any competent firm can pull demographics for a location based on a radius or a drive time. What makes us different is our custom approach to developing a community's trade area. We evaluate the existing retail options nearby, physical barriers to traffic, natural existing shopping patterns, and the potential draw of new shopping opportunities to develop a custom trade area for each community we serve. Your trade area is prepared by seasoned retail recruitment professionals based on criteria we know is important to the audience who will be receiving the finished marketing materials. We integrate demographic data with data we develop from other sources to create a complete picture of a community... one that will resonate with developers, brokers and retailers. We work with a community to prepare materials and get them in the hands of interested parties rather than merely deliver data that then the community has to send out on its own. We also recognize that "one size DOESN'T fit all" when it comes to trade areas. Some sites may be perfect for a grocery store, with a more localized trade area, while others may support a more regional draw. If your community has unique opportunities that require more than one trade area, we deliver what you need rather than forcing your community into our "standard offering."

Retail Attractions sends our custom marketing material, developed for each city based on the unique characteristics and demographic indicators for that city, to our network of developers, brokers and retailers. In addition, we contact retailers through our accurate, proprietary database to make sure they are aware of opportunities in your city that match their specs.

We have an extensive knowledge of various types of incentives, and their practical application, and the experience to work with city staff to develop a framework for evaluating opportunities and providing incentives that fit the deal in play. Beyond merely a list of incentive possibilities, Retail Attractions serves as an ongoing advisor to city staff, helping to craft incentives that make sense for the city, meet developer's needs and truly encourage new business development.

Retail Attractions understands how municipal government works and the interplay of city political, financial, and regulatory environments. We also understand how development works and what site selectors, developers and retail tenants need to see, hear, and feel from a potential location in order to move forward. Retail Attractions features a team of research and marketing professionals who assist in retail recruiters in developing the necessary data and marketing materials to prove the case for investment in your community.

Since beginning Retail Attractions, LLC, we have helped our client cities launch nearly two million square feet of additional retail and reap the associated benefits of additional city revenues, plus new goods and services for citizens, and increasing the quality of life in the community.

Although traditional economic development's primary task is recruiting jobs through quality manufacturing and industrial recruitment, the placement of national retailers and restaurants into the Guthrie market will not only enhance that effort but may very well give your community a strategic edge in those recruitment efforts.

II. Executive Summary/Objective

Objective

The City of Guthrie has solicited proposals for retail consulting services in an effort to attract additional retailers, restaurants, manufacturing and industrial clients and other development interests, thereby increasing all types of commercial investment in the City of Guthrie.

To help the city successfully accomplish this mission, our main objective is to validate your retail market, enhance the over-all quality of life in the community, and to recruit national and regional retailers and restaurants. The recruitment efforts will be targeted to "niche" retailers that are missing in the current local inventory. Because every community is different, we customize our services rather than provide "cookie-cutter" solutions.

As the most aggressive retail consulting firm on the market, we truly partner with the communities we serve to tell their story. Consistent residential and retail growth has occurred over the past twenty years. Marketing the City of Guthrie to the national retail and development community will require capitalizing on the community's regional draw, strong local traffic counts, the availability of good retail sites, and strong revenues from existing retailers. Retail Attractions firmly believes that armed with an up-to-date retail analysis and marketing strategy, Guthrie has a strong case for additional retail and commercial growth. And while other firms simply watch from the sidelines, Retail Attractions rolls up their sleeves and helps you achieve success.

In addition to retail recruitment, we will actively assist the city in its efforts to attract industrial and manufacturing deals to the area. Improving the local retail offerings coupled with well planned and targeted marketing efforts to our network of contacts will enhance this work.

III. Statement of Qualifications

Rickey Hayes

Rickey is the founder and CEO of Retail Attractions. During his tenure as the Economic Development Director for the City of Owasso, Oklahoma, the city's general fund revenue more than doubled and new commercial construction totaled more than 4.2 million square feet at more than a quarter of a billion dollars in total value. The City of Owasso's economy continues to grow. Because of his extensive relationships with multiple developers, retailers, restaurants, and other retail professionals, Rickey founded Retail Attractions to help other communities understand their markets and successfully recruit retail. With more than two dozen client cities in the Midwest, Retail Attractions is fast becoming the go-to company for both public and private sector entities. Rickey has successfully facilitated retail deals in several states through assisting cities in marketing and recruiting national retailers, providing site and market data direct to the retailers and restaurants, and helping developers streamline the retail process that sometimes changes from market to market. Retail Attractions, LLC also helps secure financing through various lending institutions and incentives for retail development through public / private partnerships.

STAFF:

RICKEY HAYES: FOUNDER AND CEO

BETH NICHOLS: RESEARCH, RECRUITING, MARKETING

ROB NICHOLS: INFORMATION TECHNOLOGY / WEB SITES / NETWORK

NICK BROWN: REGIONAL PROJECT DIRECTOR [OKLAHOMA, KANSAS]

MANDY VAVRINAK: CONTRACT MARKET ANALYSIS, DATA, RESEARCH

JULIE MULLINAX: RESEARCH, RETAIL CONTACTS, SCHEDULING

JESSICA V. HUNT ESQ.: GENERAL COUNSEL

IV. Process/Deliverables

Just as every city is unique, every consultation project is also unique. However, we propose to employ these tactics to achieve the stated objective of increasing commercial investment in the City of Guthrie.

12-Month Proposal

1. Research, identify, and validate Guthrie, OK retail trade area market and retail potential;
2. Provide bound market and trade area information and opportunity gap (retail leakage) report;
3. Prepare one page marketing piece with Guthrie market highlights to target developers and retailers. We will also provide developers and retailers with a separate preliminary trade area map;
4. Represent Guthrie at May 2011 ICSC RECON show in Las Vegas and November 2010 ICSC show in Grapevine;
5. Consult with City staff and/or any designated official(s) to identify target retail businesses that will meet the needs of the city (from leakage data);
6. Actively recruit retail targets identified and approved by the city and supported by data. Recruitment efforts will be through personal contact, mail, email, ICSC events, and development/industry contacts or events for twelve-months;
7. Contact extensive network of developers to gauge interest in Guthrie and coordinate/attend meetings with city and developers;
8. Provide monthly updates to City Manager and/or designated contact; and,
9. Retail Attractions, LLC will bid any specialized marketing materials, web updates or retail specific web sites under separate bid.

V. Fees

The total fees for the aforementioned scope of work are:

\$15,000.00, monthly retainer payable at \$1,250.00 payable on the 1st day of each month, commencing on the 1st day of the month upon completion of the signed contract.

IT IS AGREED by and between the parties that if Retail Attractions, L.L.C. can recruit a retail sales tax generating business to the city limits of the City of Guthrie then Retail Attractions, L.L.C. shall receive as additional bonus compensation an amount equal to one percent (1%) of one month's sales tax generated by said retail establishment. The additional compensation will be based on the average sales for the first 3 months after the retail business opens for business. To qualify Retail Attractions, L.L.C. must have been the cause of procurement of said business to the city limits of Guthrie and were a contributing influence for locating the business in Guthrie, Oklahoma. At a minimum, Retail Attractions, L.L.C. must have notified the City of Guthrie, in care of City Manager, in writing, that it is recruiting said business before the business locates in the City of Guthrie.

City Guthrie may pay travel expenses of Retail Attractions when RA is on City of Guthrie business if RA is on a special business trip solely on Guthrie's behalf. All travel must have city managers approval prior to causing the City to incur any cost.

This proposal for consulting can be terminated by either party with written notice given 60 days prior to the termination.

Retail Attractions LLC will provide a quarterly written report to the city manager on the scope of work.

Retail Attractions will do conference calls as necessary to discuss scope of work and strategy.

VI. Disclaimer

While we do expect to successfully complete the objective of increasing commercial investment in the City of Guthrie, OK, it is impossible to guarantee a level of investment or even any investment since market conditions, retailer's business plans, city policies, and other market drivers are subject to change at any time and are beyond the control of Retail Attractions, LLC. The PEDC understands and agrees that any advice provided under this proposal is true and correct to the best knowledge and ability of Retail Attractions, LLC and will be provided in good faith. The city accepts full responsibility for its decisions to act or not act according to said advice and agrees to indemnify and hold harmless Retail Attractions, LLC; its principals, employees, sub-contractors, and associates pertaining to outcomes or situations that arise from the advice, materials, or other items provided under this proposal agreement.

Accepted for the City of Guthrie

Title

Date

Accepted for Retail Attractions, LLC

Date



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: September 21, 2010
Contact: Lee Ivie 282-2312

Agenda Item

Approval of the Airport Property Lease between Ron Jewell(Lessee) and the City of Guthrie, OK. (Lessor) for 2,500 square feet of property at a rate of \$.17 per square foot annually with a CPI rate adjustment every five years. The term of the lease is twenty years with an option for a five year extension at the end of the lease.

Summary It is the intent of Mr. Jewell to build a fifty foot by fifty foot box hangar to store his private aircraft. The building will be property of the Lessee until the end of the lease, and when the lease has expired the building will become property of the City of Guthrie, OK.

Funding Expected: [X] Revenue, [] Expenditure, [] N/A
Budgeted: [] Yes, [] No, [X] N/A
Account Number: N/A, Amount:
Legal Review: [X] Yes, [] Required, Completed Date: 9/3/2010
Mayor's Appt.: [] Yes, [] No

Supporting documents attached

Recommendation
Staff recommends approval

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

PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 8th day of September, 2010, by and between The City of Guthrie, Oklahoma, a municipal corporation, doing business as the Guthrie-Edmond Regional Airport hereinafter the "LESSOR", and Ron Jewell, hereinafter the "LESSEE".

WITNESSETH:

1. **PREMISES:** That the LESSOR in consideration of the payment in advance of the first year's rental listed below and the continuing obligation of LESSEE to timely pay annual rent in advance as herein provided, and in consideration of the other terms, provisions and covenants hereof, LESSOR hereby demises and leases to LESSEE, and LESSEE hereby rents and leases from LESSOR, the real property situated in the City of Guthrie, County of Logan, State of Oklahoma, more particularly described in Exhibit "A" attached hereto as a part hereof, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the premises and together with the building and other improvements situated or to be situated upon said premises (the said real property, building and improvements being hereinafter referred to as the "Premises").

TO HAVE AND TO HOLD the same for a term commencing on the 22nd day of September, 2010 (the "Commencement Date") and ending on the 22nd day of September, 2030 subject to termination as provided herein (the "Lease Term").

2. **RENTALS:**

As rental for use of said premises, in addition to the other things to be done by LESSEE, the LESSEE agrees to pay the LESSOR in advance commencing the first day of execution of this lease agreement and in advance on each annual anniversary date the same annual rental amount during each of the remaining years of the lease, the annual rent consisting of the total amount set forth below:

Initial Annual Rental Amount: \$425.00

The rental amount payable hereunder shall be subject to review and adjustment every five (5) years during the term of the lease as follows: The rental adjustment contemplated hereunder shall be based upon, but shall not exceed, the annual percentage increase in the consumer price index for each of the five (5) year periods immediately preceding the review date. The new annual rental thus calculated shall be the adjusted annual rental for the next five (5) year period. The LESSOR shall recalculate the adjusted annual rental and notify the LESSEE of the new of annual rental.

2. (a) **PENALTY:** If payments are not received when due a five percent (5%) penalty will be due if the payment is more than fifteen (15) days late. If payments are not received by the first of the subsequent month, an additional penalty of one percent (1%) of the unpaid

rental/fee amount will be due. The one percent (1%) charge will be added on the first of each subsequent month until the unpaid rental/fee payment is made.

3. PURPOSE AND USE: The premises shall be used solely for purposes consistent with the operation of the Guthrie-Edmond Regional Airport or its successor(s) and the property leased hereunder shall be used continuously during the term of this agreement, for the storage of aircraft, and for those things directly attendant to LESSEE'S business operation of storage of aircraft and for no other purpose, except such as shall be from time to time permitted by LESSOR. The parties hereto shall comply with all the terms and conditions or prior resolutions of the LESSOR, concerning the operation of Guthrie-Edmond Regional Airport or its successor(s), with the ordinances, rules and regulations of the City of Guthrie, Oklahoma, and the parties hereto shall comply with, and this agreement shall be subject to, all other agreements with the Federal Aviation Administration, being an agreement between the LESSOR, and the United States of America acting through the Federal Aviation Administration relative to the operation and maintenance of the Guthrie-Edmond Regional Airport or its successor(s), which agreements are made a part hereof by reference as though the same appeared herein, together with any agreements with the Oklahoma Aeronautics Commission.

LESSEE shall abide by the rules formulated for the operation and maintenance of hangars at the Guthrie-Edmond Regional Airport or its successor(s), which may be adopted by LESSOR, provided such rules shall be applicable to all other LESSEES located on or doing business at Guthrie-Edmond Regional Airport or its successor(s), and for such other lawful purpose as may be incidental thereto.

LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary for such uses and purposes. LESSEE shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental laws, ordinances, and regulations applicable to the use 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. 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.

No commercial business activities or enterprises shall be permitted within except for routine maintenance and repairs of LESSEE's aviation-related equipment by third parties.

It is understood and is the intent of the parties to permit LESSEE to engage in commercial aviation enterprises as from time to time necessitated; provided, that should LESSEE by action or by request indicate a continuing commercial activity other than the LESSEE's storage of aircraft, this lease shall be subject to review by the LESSOR, so that such LESSOR can require LESSEE to comply with the same standards as required of other Guthrie-Edmond Regional Airport hangar/lessees.

4. REPAIRS AND MAINTENANCE: LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto and shall suffer no waste or nuisance thereon. At the end of the Lease Term, or upon other termination of this lease, LESSEE shall deliver the Premises to LESSOR with all improvements thereon in good repair and conditions, reasonable wear and tear alone excepted, subject to Section 12 hereof.

(a) Painting of Buildings: During the original term of this Lease and during each extension, LESSOR shall have the right to require, not more than once every ten (10) years, that the metal exterior of hangar(s) or building(s) located on the premises be reviewed by the Guthrie Municipal Services Department for the purpose of determining whether painting of the exteriors of such buildings or hangars is necessary. If the Guthrie Municipal Services Department determines painting is necessary, it shall furnish a recommendation to this effect to the LESSOR. The LESSOR may require LESSEE to repaint said exteriors according to LESSOR's specifications (to specify color of paint, quality of workmanship and the year and month in which the hangar(s) or buildings(s) are to be painted, if needed.) LESSEE shall complete the painting in accordance with such specifications within one (1) year of receipt of notice from LESSOR. LESSEE agrees to pay all costs and expense involved in the hangar building painting process. Failure of LESSEE to complete the painting required by LESSOR within a one (1) year period shall constitute Lessee's default under this Lease.

5. ALTERATIONS: Construction of improvements upon the demised premises which would become a permanent improvement to the property, not subject to removal, must be approved by LESSOR. LESSEE shall at LESSEE'S sole expense, prepare plans and specifications for such buildings and improvements to be erected. Such building(s) shall comply in all regards to pertinent and applicable state and federal regulations, ordinances, resolutions, rules and regulations of the City of Guthrie, Oklahoma. Such plans and specifications shall be submitted to LESSOR for LESSOR'S written approval or any revisions required by LESSOR. LESSOR shall not unreasonably withhold such approval, and in the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reason therefore within thirty (30) days after the same are submitted to LESSOR.

(a) LESSEE shall not make any permanent alterations, additions, or improvements to the Premises without the prior written consent of LESSOR.

(b) Alterations, improvements and changes permitted. LESSEE shall have the right to make such alterations, improvements, and changes to any building which may from time to time be on the Premises, as LESSEE may deem necessary, or to replace any such building with a new one of at least equal value, provided that prior to making any such structural alterations, improvements, or changes, or to replace any such building, LESSEE shall obtain LESSOR'S written approval of plans and specifications therefore, which approval LESSOR shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements or changes, or that any proposed new building is at least equal in value to the one which it is to replace, as the case may be. In the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reasons therefore. If LESSOR does not disapprove the plans and specifications provided for in this section within thirty (30) days after the same have been submitted to LESSOR, such plans and specifications shall be deemed to have been approved by LESSOR. LESSEE will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of such building, or that will adversely affect the structural integrity of the building.

(c) Private Hangar Construction Specifications. Any new building or structure or new portion thereof, constructed by LESSEE on the Premises after the effective date hereof, and all alterations, improvements, changes or additions made in or to such Premises after the effective date hereof shall be the property of LESSEE who expressly agrees to comply with the specifications for Private Hangar construction as attached as Exhibit B. The hangar shall become LESSOR'S property on expiration or termination of this lease.

~~(d) Private Hangar Construction. Construction of a new building, that is not replacement of an existing building, shall commence within six (6) months from the effective date hereof. Said hangar construction shall be completed within 120 days thereafter. This lease cannot be assigned or transferred unless the hangar is complete and Certificate of Occupancy is issued by the City of Guthrie. Failure to comply with this provision is a material event of default.~~

6. SIGNS: LESSEE shall have the right to install a sign upon the exterior of any building, located upon the Premises, such sign to be approved in writing, in advance, by LESSOR, and subject to any applicable governmental laws, ordinances, regulations, historical guidelines, or other requirements. LESSEE shall remove all such signs upon the termination of this Lease. Such installments and removal shall be made in such manner as to avoid injury or defacement of any building and other improvements.

(a) LESSOR shall provide and install the correct building number on the exterior of the building. LESSEE shall be charged a fee of \$40.00 to cover the cost of purchase/installation of the sign. The correct building number shall be affixed to the building in the most visible location. The sign is not to be removed from the building.

7. INSPECTION: LESSOR and LESSOR'S officers, officials, employees, agents and appointed representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours upon twenty four (24) hours notice by telephone or by posting written notice upon the Premises (in emergencies at all times with or without notice) for the purpose of ascertaining the condition of the Premises. LESSEE shall provide such key(s) to the LESSOR as may be necessary to afford emergency access to the Premises and if not LESSOR shall bear no responsibility or liability for damages incurred, if any, in gaining access. LESSOR and the LESSOR'S agents and appointed representatives shall have the right to enter the Premises at any reasonable time prior to the expiration of this Lease Term.

8. UTILITIES: LESSEE shall arrange and pay for all utilities furnished to the Premises including water, gas, fuel, telephone, electricity, garbage, and sewage. LESSEE shall pay for all janitorial and cleaning costs for such services provided to the Premises.

9. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign or transfer this lease, nor any interest herein, without the prior written consent of LESSOR, signed by the Mayor for the City of Guthrie, Oklahoma, 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. LESSOR shall not, however, unreasonably withhold its approval or consent to assign. 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. LESSEE shall provide a written list of tenants/sub lessees from time to time as such tenant(s) change including name(s), mailing address and telephone number. LESSEE shall provide a copy of all leases or subleases to the LESSOR at the time of execution of said lease or sublease.

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.

10. **INSURANCE:** LESSEE, shall, at its expense, keep in effect during the term or renewal term of this Lease the following insurance in standard form policies with an insurance company or companies authorized to do business in Oklahoma:

(a) **Liability Insurance:** Upon the execution of this Lease, LESSEE shall procure and maintain continuously in effect during the entire term of this Lease and any renewal thereof with respect to the Premises, insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or death of any person or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the premises or any part thereof. All such insurance shall be issued by a company licensed to do business in the state of Oklahoma and shall be at least in the amount of \$1,000,000.00 for any one occurrence. The policy shall contain an endorsement stating that both the City of Guthrie, Oklahoma and the City of Edmond, Oklahoma are included as a named insured party.

(b) **Property Insurance.** Upon the execution of this Lease, LESSEE shall procure, and maintain continuously during the term of this Lease, and any renewal thereof, insurance to the extent of the full insurable value of the building and improvements, other than land and building foundations, all-risk insurance, subject only to the standard exclusions contained in the policy in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. The policy shall contain an endorsement stating that the City of Guthrie, Oklahoma is included as a named insured party.

(c) LESSOR'S right to pay premiums on behalf of LESSEE. All of the policies of insurance referred to in this section shall be written in a form satisfactory to LESSOR by insurance companies licensed to do business in the State of Oklahoma. LESSEE shall pay all of the premiums therefore and deliver such policies, or a certificate thereof, to LESSOR, and in the event of a failure of LESSEE either to affect such insurance in the names herein called for or to pay the premiums therefore or to deliver such policies, or certificates thereof, to LESSOR. LESSOR shall be entitled, but shall have no obligation, to affect such insurance and pay the premiums therefore, which premiums shall be repayable to LESSOR with the next installment of rental, and failure to repay the same shall carry with it the same consequences as failure to pay any installment of rental. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LESSOR, that it will give to LESSOR thirty (30) days written notice before the policy or policies in question shall be altered or cancelled. LESSOR agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by LESSEE. The City Manager of the City of Guthrie may approve the policy of insurance as set forth in this paragraph for the LESSOR.

11. **LIABILITY:** LESSOR shall not be liable to LESSEE or LESSEE'S servants, employees, agents, contractors, guests, patrons, invitees, or visitors, or to any other persons whomsoever, for any injury to persons or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, its agents, contractors, guests, servants, or employees, or implied invitation 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 LESSOR and hold it harmless from any liability, judgments, causes of action, loss, expense or claims, including attorneys' fees, arising out of any such damage or injury; except injury to

persons or damage to property, the sole cause of which is the intentional, willful or wanton misconduct of LESSOR.

12. DAMAGE OR DESTRUCTION OF PREMISES: In the event of damage or destruction to the leased premises, or any part thereof, LESSEE shall, at LESSEE's sole risk and expense, proceed with reasonable diligence to rebuild or repair the premises to substantially the condition which the premises existed prior to such damage. In the event that LESSEE should fail to complete such repairs or rebuilding within a reasonably prudent time, LESSOR may, at LESSOR's sole option, terminate this Lease by delivering written notice of termination to LESSEE, whereupon all rights and obligations thereafter accruing hereunder shall cease. LESSEE shall notify LESSOR as soon as is reasonably possible but, in any event, within forth-five (45) days of casualty, as to the length of time repairs to the premises will require.

All casualty insurance proceeds checks on the facility shall be made payable to LESSOR and LESSEE jointly and are to be used for the purpose of repairing or rebuilding of the facility in the event of loss.

Rent shall not abate during the period of repair or reconstruction of the premises.

13. HOLDING OVER: It is agreed that any holding over of the Premises by LESSEE after the expiration of the Lease Term or any extension or renewal thereof, by lapse of time or otherwise, shall operate and be construed as a tenancy of sufferance at One twelfth (1/12) of the annual rental provided for herein. 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 LESSEE, and in the event that such property is owned by someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR, its officials, officers, employees, agents and contractors harmless from all suits, actions, claims, 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, its officials, officers, employees, agents or contractors.

14. QUIET ENJOYMENT. LESSOR represents and warrants that it is seized of the demised premises in fee simple and has full right and authority to enter into this Lease and that LESSEE upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the terms hereof without hindrance or molestation from LESSOR, subject to the terms and provisions of this Lease.

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

(a) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay the taxes described in paragraph 23, or for the insurance described in paragraph 10, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date LESSOR has provided written notice of such failure to pay by certified first class U.S. Mail, postage prepaid whether actually received or not in the event the LESSEE fails or refuses to accept delivery of such certified mail..

(b) 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.

(c) Failure of LESSEE to occupy the Premises for the purposes set forth in Section 3 hereof continuously for a period exceeding sixty (60) days without providing written notice of such action to LESSOR within said sixty (60) day period and a statement of how LESSEE intends to use the PREMISES for said aviation hangar purposes for the remainder of the Lease Term.

(d) LESSEE shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this paragraph), and shall not cure such failure within thirty (30) days after written notice thereof from LESSOR.

(e) Failure of LESSEE to pay any rental installment or appropriate portion thereof when due for a period of thirty (30) days or more from the due date shall constitute an event of default and if not paid or cured within said thirty (30) day grace period, shall result in the termination of the Lease and all rights hereunder.

(f) Failure of LESSEE to comply with the provisions of Paragraph 5 (d) Private Hangar Construction.

16. REMEDIES: Upon the occurrence of any of such events of default described in paragraph 15 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may suffer as a result of termination of this Lease, including the expense of repossession, and any repairs 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 or 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 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 or 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 attorneys' 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.~~

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

16A. ECONOMIC NONDISCRIMINATION: LESSEE shall, to the extent it provides or furnishes services to the public at the Guthrie-Edmond Regional Airport, or its successor(s), provide or furnish such services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.

17. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE:

During the term of this Lease all new buildings, alterations, changes, additions, and/or improvements placed upon the City of Guthrie's real property by LESSEE shall remain the property of the LESSEE subject to LESSORS equitable title. On termination of this Lease for any cause, the City of Guthrie shall become the owner of any buildings, alterations, changes, additions and/or improvements on the demised premises.

18. LESSOR'S LIEN: (a) In addition to any statutory lien for rent in LESSOR'S favor, LESSOR shall have and LESSEE hereby grants to LESSOR a continuing security interest for all rentals and other sums of money becoming due hereunder from LESSEE, upon the building and all fixtures and furniture of LESSEE situated on the Premises, and such property shall not be removed there from without the consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR herein under shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to LESSEE. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereof.

(b) LESSEE may not encumber in any manner its leasehold interest and estate in the demised premises or any improvements placed by LESSEE thereon without the prior written consent of LESSOR, signed by the Mayor of the City of Guthrie.

19. MECHANIC'S LIENS: LESSEE shall have no authority, express and implied, to create or place any lien or encumbrance, of any kind or nature whatsoever, upon, or in any manner to bind the interest of LESSOR in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with LESSEE, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to LESSEE by this instrument. LESSEE covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold LESSOR harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the LESSOR in the Premises or under the terms of this Lease.

20. NOTICES: Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by LESSOR to LESSEE or with reference to the sending, mailing, or delivery of any notice or the making of any payment by LESSEE to LESSOR shall be deemed to be complied with, when and if the following steps are taken:

(a) All rent and other payments required to be made by LESSEE to LESSOR hereunder shall be payable to the City of Guthrie at the address herein below set forth or at such other address as LESSOR may specify from time to time by written notice delivered in accordance herewith. Payments should be mailed to: City of Guthrie, P. O. Box 908, Guthrie, OK 73044.

(b) All payments required to be made by LESSOR to LESSEE hereunder shall be payable to LESSEE at the address herein below set forth, or at such other address within the continental United States as LESSEE may specify from time to time by written notice delivered in accordance herewith.

(c) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LESSOR:

The Mayor and City Council
for the City of Guthrie, Oklahoma
% Airport Manager
P.O. Box 908

COPY TO:

Guthrie City Manager
P.O. Box 908
Guthrie, Oklahoma 73044

Guthrie, OK 73044

The Mayor and City Council
For the City of Edmond, Oklahoma
P.O. Box 2970
Edmond, OK 73083

LESSEE

If and when included within the term "LESSOR", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to LESSOR; if and when included within the term "LESSEE", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for the joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to LESSEE. All parties included within the terms "LESSOR" and "LESSEE" respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

21. **NO WASTE, DAMAGE, OR EXTERIOR STORAGE:** _____ 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 or other 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, County, State, and federal government. No storage of goods or merchandise shall be permitted except within the leased premises. Exterior storage shall be prohibited. 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.

22. **ABANDONMENT:** LESSEE shall not vacate or abandon the Premises at any time during the lease term unless required to do so by duly authorized legal authority.

23. **TAXES:** (a) LESSEE agrees to pay, when due, all taxes and assessments levied or assessed as they become due, promptly and before delinquency. LESSEE shall pay any ad valorem taxes on the premises should said premises ever be assessed by the Logan County Assessor or Treasurer.

24. **LEASE IS SUBJECT TO ALL AVIATION LAWS:** This Lease is subject to all present and future laws, rules and regulations, both state and federal as well as local laws, rules and regulations, airports in general, and especially municipal airports, and if necessary, shall be modified and amended from time to time in order to comply and conform therewith.

25. MISCELLANEOUS: (a) Words of any gender used in this lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural unless the context otherwise requires.

(b) The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

(c) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise described the scope or intent of this Lease, nor in any way affect the interpretation of this Lease.

(d) LESSEE agrees, from time to time, within thirty (30) days after required of LESSOR, to deliver to LESSOR, or LESSEE'S designee, an estoppels certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by LESSOR.

(e) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.

(f) There shall be no merger of this Lease, nor of the leasehold estate created by it, with the fee estate in the Premises, by reason of the fact that this Lease, or the leasehold estate created by it, may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises.

(g) LESSEE accepts this Lease subject and subordinate to any first mortgage, deed of trust or other first lien presently existing or hereafter arising upon the Premises and to any renewals, refinancing and extensions thereof, but LESSEE agrees that any such first mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. LESSOR is hereby irrevocably vested with full power and authority to hereby subordinate this Lease to any first mortgage, deed of trust or other first lien now existing or hereafter placed upon the Premises and LESSEE agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as LESSOR may request.

(h) LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner pledge its interest in this Lease as collateral for any indebtedness whether in connection with the Premises or otherwise without the prior written consent of LESSOR.

(i) LESSEE shall execute such attornment agreement to any mortgagee of LESSOR as such mortgagee shall reasonably require within 15 days from such request; provided, however, that such attornment agreement(s) shall be reasonably satisfactory as to form and content to LESSOR.

(j) The invalidity, or unenforceability in particular circumstances, of any provision of this Lease shall not extend beyond such provision or circumstance and no other provision hereof shall be affected.

(k) The laws of the State of Oklahoma shall govern the interpretations, validity, performance, and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and unenforceability of the remaining provisions of this Lease shall not be affected.

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

"LESSOR"
The City of Guthrie

ATTEST: (Seal)

by: _____

City Clerk

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this 8th day of September, 2010 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Ron Jewell, to me known to be the identical person who signed the name of the maker thereof as its Mayor, to the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My Commission Expires: 

K. Biggs
Notary Public

APPROVED AS TO FORM AND LEGALITY

City Attorney

"LESSEE"
By: R. Jewell

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

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

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

My Commission Expires:

Notary Public



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	September 21, 2010	Rene Spineto
<input type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of Ordinance # 3214 amending Title Four, Article Thirteen of the City of Guthrie Code of Ordinances, entitled Flood Hazard Prevention, providing for severability and repealer, and declaring an emergency.

Summary

The Federal Emergency Management Agency (FEMA) recently updated the Guthrie Floodplain Maps. The language of our old Floodplain Ordinance does not meet current specific FEMA requirements. The Oklahoma Water Resources Board (OWRB) recommends the City of Guthrie adopt a revised Flood Damage Prevention Ordinance in keeping with FEMA standards, along with adopting the new floodplain maps.

The critical points of the Flood Damage Prevention Ordinance include:

1. Requires the Flood Plain Administrator (Jim Hanke) to be accredited each year.
2. Requires all buildings to be constructed at least one foot above the Base Flood Elevation (BFE). (The BFE is established by FEMA in all flood prone areas and is identified on the floodplain maps.)
3. Requires the developer to provide the Base Flood Elevation on a FEMA Elevation Certificate.
4. Adds definitions.
5. Makes the entire ordinance easier to read and understand.
6. Establishes fees.
7. Adopts new floodplain maps. (The last version was done in 1989.)

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		
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>8/13/10</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached:

- Flood Damage Prevention Ordinance

Recommendation:

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

**ORDINANCE NO. 3214
FLOOD DAMAGE PREVENTION ORDINANCE**

AN ORDINANCE AMENDING TITLE FOUR, ARTICLE 13, OF THE GUTHRIE CITY ORDINANCES, FLOOD HAZARD PREVENTION, PROVIDING FOR SEVERABILITY AND REPEALER, AND DECLARING AN EMERGENCY.

ARTICLE 13: FLOOD DAMAGE PREVENTION

§4-245 STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Oklahoma has in 11 O.S. §§ 41-47, as amended, delegated the responsibility to local governmental units to adopt ordinances designed to minimize flood losses. Therefore, the City of Guthrie, Oklahoma, ordains the following, to become effective immediately:

SECTION B. FINDINGS OF FACT

1. The flood hazard areas of the City of Guthrie are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

7. Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase flood damage; and
5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

§4-246 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

"Accessory structure" - means a structure which is on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Examples of accessory structures include but are not limited to garages and storage sheds.

"Area of special flood hazard" - is the land in the floodplain within the City of Guthrie subject to a one percent or greater chance of flooding in any given year.

"Base flood" - means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base flood elevation" – means the elevation in feet above mean sea level of the base flood or 1% chance flood.

"Basement" - means any area of the building having its floor sub-grade (below ground level) on all sides.

"BFE" - means base flood elevation.

"CFR" - means Code of Federal Regulations.

"Critical feature" - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

"Development" - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Development Permit" - means a permit issued by the City of Guthrie Floodplain Administrator which authorizes development in a special flood hazard area in accordance with this ordinance.

"Elevated building" - means a non-basement building built, in the case of a building in Zones AE, A, and X, to have the top of the elevated floor adequately anchored so as not to impair the structural integrity of the building during a flood up to the magnitude of the base flood. In the case of Zones AE, A, and X, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

"Existing construction" - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

"Existing manufactured home park or subdivision" - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 4, 1972.

"Expansion to an existing manufactured home park or subdivision"- means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"FEMA" means the Federal Emergency Management Agency.

"FIRM" means Flood Insurance Rate Map.

"Flood" or "flooding" - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters, or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Insurance Rate Map" - means an official map of the City of Guthrie on which FEMA has delineated both the areas of special flood hazards and the risk premium zones applicable to the City of Guthrie.

"Flood insurance study" - is the official report provided by FEMA for City of Guthrie which contains flood profiles, water surface elevation of the base flood, as well as the floodway width, section area and mean velocity.

"Floodplain Administrator" – means a person accredited by the OWRB and designated by the City Council of the City of Guthrie to administer and implement laws, ordinances and regulations relating to the management of floodplains.

"Floodplain or flood-prone area" - means any land area susceptible to being inundated by water from any source (see definition of flood).

"Floodplain management" - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain management regulations" - means zoning codes and ordinances, subdivision regulations, building codes, health regulations, special purpose regulations and ordinances (such as floodplain, grading and erosion control regulations and ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

"Flood protection system" - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within City of Guthrie subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodway" - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. A floodway is located within areas of special flood hazard established in Article III, Section B. A floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles.

"Functionally dependent use" - means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest adjacent grade" - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a) By an approved state program as determined by the Secretary of the Interior, or
 - b) Directly by the Secretary of the Interior in states without approved programs.

"Levee" - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" - means a flood protection system which consists of a levee or levees and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of Title 44 CFR.

"Manufactured home" - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured home park or subdivision" - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" - means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on the City of Guthrie's Flood Insurance Rate Map are referenced.

"New construction" - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the City of Guthrie City Council and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the City of Guthrie Floodplain Board.

"OWRB" – means the Oklahoma Water Resources Board.

"Recreational vehicle" - means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Start of construction" - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Public Law 97-348), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" - means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

"Substantial damage" - means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement" - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures that have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions, or
2. Any alteration of a "historic structure" provided that the alteration would not preclude the structure's continued designation as a "historic structure."

"Variance" - is a grant of relief by the Board of Adjustments of the City of Guthrie to a person from the terms of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of Title 44 CFR.)

"Violation" - means the failure of a structure or other development to be fully compliant with this City of Guthrie flood damage prevention ordinance.

"Water surface elevation" - means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

§ 4-247 GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

This flood damage prevention ordinance shall apply to all areas of special flood hazard within the jurisdiction of the City of Guthrie, Oklahoma.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by FEMA in a scientific and engineering report entitled, "The Flood Insurance Study for Logan County, Oklahoma and Incorporated Areas" dated September 29, 2010, with the accompanying Flood Insurance Rate Map (FIRM) are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be required to ensure conformance with the provisions of this floodplain management ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and any other ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Guthrie or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

§4-248 ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Council of the City of Guthrie designates the Chief Building Inspector (or designee) as Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of National Flood Insurance Program regulations in Title 44 CFR pertaining to floodplain management.

SECTION B. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Become accredited by the OWRB in accordance with Title 82 O.S. §§ 1601-1618, as amended.
2. Review permit applications to determine whether the proposed building sites, including the placement of manufactured homes, will be reasonably safe from flooding.
3. Review, approve or deny all applications for Development Permits required by this ordinance.
4. Review proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies from which prior approval are required.
5. Make the necessary interpretation where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions).
6. Notify, in riverine situations, adjacent communities and the OWRB prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the FEMA.
7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8. Shall require the developer/applicant to determine and provide the base flood elevation on a FEMA Elevation Certificate as well as other data as required in order to administer the provisions of Article V.
9. When a floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zone AE as delineated on the Logan County FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the City of Guthrie.
10. After a disaster or other type of damage occurrence to structures in the City of Guthrie, determine if the residential and non-residential structures and manufactured homes have been substantially damaged, and enforce the substantial improvement requirement.
11. Maintain a record of all actions involving an appeal from a decision of the City Council.
12. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

SECTION C. PERMIT PROCEDURES

1. An Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - a. Elevation in relation to mean sea level of the lowest floor (including basement) of all new and substantially improved structures; and
 - b. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
2. Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:
 - a. The danger to life and property due to flooding or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;

- f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - h. The necessity to the facility of a waterfront location, where applicable;
 - i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
 - j. The relationship of the proposed use to the comprehensive plan for that area.
3. The Floodplain Administrator or Board of Adjustments, as applicable, may approve certain development in Zones A or AE delineated on the Logan County FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the applicant for the Development Permit in that case first complies with 44 CFR Section 65.12.

SECTION D. VARIANCES

1. General provisions.

a. The Board of Adjustments of the City of Guthrie may grant variances for uses which do not satisfy the requirements of the Oklahoma Floodplain Management Act or this ordinance, if the applicant for the variance presents adequate proof that (i) compliance with this ordinance will result in an arbitrary and unreasonable taking of property without sufficient benefit or advantage to the people and (ii) satisfies the pertinent provisions of this Section D. However, no variance shall be granted where the effect of the variance will be to permit the continuance of a condition which unreasonably creates flooding hazards.

b. Any variance so granted shall not be construed as to relieve any person who receives it from any liability imposed by the Oklahoma Floodplain Management Act or by other laws of the state.

c. In no case shall variances be effective for a period longer than twenty (20) years.

d. Any person seeking a variance shall file a petition with the Board of Adjustments, accompanied by a filing fee of Twenty-five Dollars (\$25.00).

e. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) and provisions of Section D of this Article IV have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

f. Any person seeking a variance to build a structure below the base flood elevation will be issued a notice signed by the Mayor of the City Council which states that (i) the cost of flood insurance will be commensurate with the increased risk resulting from permitting the

structure to be built lower than the base flood elevation, and (ii) such construction below the base flood level increases risks to life and property.

g. At such time as the Board of Adjustments deems the petition ready for notification to the public, the Board of Adjustments shall schedule a hearing and direct the applicant to publish notice thereof in a newspaper of general circulation in Logan County at least thirty (30) days prior to the hearing.

h. The Board of Adjustments shall conduct the hearing and make determinations in accordance with the applicable provisions of this Section D. The Board of Adjustments shall exercise wide discretion in weighing the equities involved and the advantages and disadvantages to the applicant and to the public at large when determining whether the variance shall be granted.

i. Variances shall only be issued upon:

- (1) A showing of good and sufficient cause;
- (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant;
- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws, regulations or ordinances; and
- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

j. Upon consideration of the factors stated in this Section D and the intent of this ordinance, the Board of Adjustments may attach such conditions to the granting of a variance as it deems necessary to further the purposes and objectives stated in Article I, Section C of this ordinance.

k. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance; and a copy of any variance issued by the Board of Adjustments shall be sent by the Floodplain Administrator to the OWRB and FEMA within fifteen (15) days after issuance of the variance.

2. Special provisions.

a. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

b. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

c. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's

continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

d. Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

- (1) The criteria of Section D(1)(e); Section D(1)(i); Section D(2)(b); and Section D(2)(c) of this Article IV are met, and
- (2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

§4-249 PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards the following provisions are required:

1. **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated at least one (1) foot above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection is satisfied.
2. **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall have the lowest floor (including basement) elevated at least one (1) foot above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection is satisfied.
3. **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - (b) The bottom of all openings shall be no higher than one foot above grade; and
 - (c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
4. **Manufactured Homes** -

Require that all manufactured homes to be placed anywhere within the City of Guthrie in Flood Zones A and/or AE on the Logan County FIRM shall be installed using methods and practices that minimize flood damage and have the bottom of the I-beam elevated at least one (1) foot above the base flood elevation. For the purposes of this requirement, manufactured homes must be elevated and anchored to a permanent foundation to resist flotation, collapse, or lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces. The home shall be installed by a licensed installer according to Oklahoma state law and compliance herewith shall be certified in writing to the Floodplain Administrator by said installer prior to habitation of the manufactured home.
5. **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A and AE on the Logan County FIRM either:
 - (a) Be on the site for fewer than 180 consecutive days,
 - (b) Be fully licensed and ready for highway use, or
 - (c) Meet the permit requirements of Article IV, Section C, and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

6. **Accessory Structure** – Accessory structures to be placed on sites within Zones A and AE on the Logan County FIRM shall comply with the following:
 - (a) The structure shall be unfinished on the interior;
 - (b) The structure shall be used only for parking and limited storage;
 - (c) The structure shall not be used for human habitation. Prohibited activities or uses include but are not limited to working, sleeping, living, cooking, or restroom use;
 - (d) Service facilities such as electrical and heating equipment must be elevated to or above the BFE;
 - (e) The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (f) The structure shall be designed to have low flood damage potential and constructed with flood resistance materials;
 - (g) The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement;
 - (h) Floodway requirements must be met in the construction of the structure;
 - (i) Openings to relieve hydrostatic pressure during a flood shall be provided below the BFE; and
 - (j) The structure shall be located so as not to cause damage to adjacent and nearby structures.

SECTION C. STANDARDS FOR SUBDIVISIONS

1. The applicant for a Development Permit for any subdivision located in Zones A and AE which is 51 or more lots or greater than 5 acres shall generate the base flood elevation data for that subdivision.
2. All subdivisions including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
3. All subdivisions including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. FLOODWAYS

The following provisions shall apply to floodways:

1. Encroachments, including but not limited to fill, new construction, substantial improvements and other development are prohibited within the adopted floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the City of Guthrie during the occurrence of the base flood discharge.
2. If Article V, Section D.1 above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article V.
3. The City of Guthrie may permit encroachments within the adopted floodway that would result in an increase in base flood elevations, provided that the applicant for the Development Permit complies with all of 44 CFR Section 65.12.

SECTION E. SEVERABILITY

If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION F. REPEALER

All ordinances or parts of ordinances or resolutions in conflict are hereby repealed to the extent of such conflict.

§4-250 CITY OF GUTHRIE FLOODPLAIN MANAGEMENT FEE SCHEDULE

The City of Guthrie City Council establishes the following fee schedule not to exceed \$500.00 for any one service:

- a. Notice of Intent Fee- \$25.00 maximum
- b. Floodplain Development Permit Application Review-\$100.00
- c. Floodplain Development Permit Fee-\$ 25.00
- d. Inspection Fee-per inspection-\$25.00.

§4-251 PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. A structure or other development without the elevation certificate or other certifications required in this ordinance is presumed to be in violation until such time as that documentation is provided. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City Council of the City of Guthrie or its City Attorney from taking such other lawful action as is necessary to prevent or remedy any violation.

§4-252 CERTIFICATION and EMERGENCY CLAUSE

It is hereby found and declared by the City Council of the City of Guthrie that severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program, and in order to effectively remedy the situation described herein, it is necessary that this ordinance become effective immediately.

Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval. This ordinance shall supersede any previous floodplain management ordinance applicable to the City of Guthrie.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GUTHRIE THIS ____ DAY OF _____, 2010.

CITY COUNCIL OF CITY OF Guthrie

Chuck Burtcher, Mayor, City of Guthrie

Wanda Calvert, City Clerk, City of Guthrie

(SEAL)

Randel Shadid, City Attorney, City of Guthrie