CITY OF GUTHRIE OKLAHOMA

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
October 19, 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 October 5, 2010 1
   B. Consider approval of claims 3
   C. Consideration of approval of Employee Assistance Agreement (EAP) between the Logan Community Services, Inc. and the City of Guthrie 9
   D. Consider approval of professional services contract with Wind Energy Consulting and Contracting Services LLC. (WECC) and the City of Guthrie for the purpose of installing a wind turbine to provide electric power to the Waste Water Treatment Plant 13

4. Consider convening an Executive Session pursuant to the Authority of Title 25, O.S. 2001, Section 307(B)(3) for the purpose of discussing the purchase or appraisal of real property (Bross property).

5. Consideration of purchase or appraisal of real property (Bross property).

6. 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 October 5, 2010 25
   B. Consider approval of minutes of the Regular City Council Meeting held on October 5, 2010 29
   C. Consider approval of claims 33
   D. Consideration of approval of Employee Assistance Agreement (EAP) between the Logan Community Services, Inc. and the City of Guthrie ..... (see pg 9)

E. Consider approval of Agreement between the City of Guthrie and Guthrie Chamber of Commerce for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie to be funded by the Hotel/Motel Tax receipts 35

F. Consider approval of Audit Engagement Letter with Arledge & Associates, P.C. to provide auditing services for FY 2010 41

G. Consider approval of professional services contract with Wind Energy Consulting and Contracting Services LLC. (WECC) and the City of Guthrie for the purpose of installing a wind turbine to provide electric power to the Waste Water Treatment Plant ..... (see pg 13)

Ordinance

3. Consider approval of Ordinance 3215 amending Chapter Four, Article Nine of the City of Guthrie Code of Ordinances, entitled Sign and Awning Ordinance, providing for severability and repealer, and declaring an emergency 47

Resolution

4. Discussion and consideration of Resolution 2010-15 designating Airport Road as General T.L. Daniels Corridor 75
5. City Manager's Report
6. Requests/comments from members of the City Council
7. Consider convening an Executive Session pursuant to the Authority of Title 25, O.S. 2001, Section307(B)(1) for the Purpose of Discussing the Employment, Hiring, Appointment, Promotion, Demotion, Disciplining, Resignation or Termination of council-appointed employee (Municipal Judge).
8. Consideration of the Employment, Hiring, Appointment, Promotion, Demotion, Disciplining, Resignation or Termination of council-appointed employee (Municipal Judge).
9. Adjourn

Agenda posted on the bulletin board in the lobby of City Hall before 5:00 pm on Friday, October 15, 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

October 5, 2010

The regular meeting of the Guthrie Public Works Authority was posted on Friday, October 1, 2010 before 5:00 p.m. and held October 5, 2010 in the Guthrie City Hall Council Chambers.

Chairman Chuck Burtcher called the meeting to order at 7:31 p.m.

Members Present:	Chuck Burtcher	Trey Ayers	Patty Hazlewood
	Ellen Gomes	John Wood	Gaylord Z. Thomas
	Mary Coffin		
Members Absent:	None		
Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Rene Spineto	Jim Ahlgren
	Lee Ivie		

Chairman Burtcher declared a quorum with all (7) Trustees in attendance.

Public Comments. None.

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

A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on September 21, 2010.

B. Consider approval of Claims:

GPWA Fund:	$41,311.32
Water Treatment Plant Fund:	$ 3,848.80
CMOM Fund:	$10,050.00
Utility Deposit Fund:	$ 212.13
TOTAL CLAIMS:	$55,422.25

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

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

Chairman Burtcher declared the motion carried unanimously.

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

Section 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Case No. 10-254; DEQ Consent Order). Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Coffin, Wood, Thomas
Nay: Hazlewood (Abstain)

Chairman Burtcher declared the motion carried with six (6) yes and one (1) no votes at 7:33 p.m. Attending Executive Sessions were – Chairman Burtcher, Trustees Ayers, Gomes, Coffin, Wood, Thomas, City Manager Mueller and City Attorney Shadid.

Reconvened. Chairman Burtcher reconvened the Guthrie City Council Meeting at 7:44 p.m. and stated no action was taken in Executive Session.

Trustee Hazlewood temporarily left the Council Chambers.

Consideration of action regarding Case No. 10-254; DEQ Consent Order. Motion by Trustee Ayers, seconded by Trustee Thomas, moved approval of the Department of Environmental Quality (DEQ) Consent Order as presented. Trustees entered their votes and the votes were displayed with the following results:

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

Chairman Burtcher declared the motion carried unanimously.

Trustee Hazlewood returned to the Council Chambers.

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

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

Chairman Burtcher declared the motion carried unanimously at 7:45 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman

CITY OF GUTHRIE OKLAHOMA

GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

October 19, 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.

Kim Biggs
Purchasing Agent

Monthly Claims Approved as per Ordinance No. 2973 by General Manager.

Matt Mueller
General Manager

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
SEPTEMBER 20	OKLAHOMA UNIFORM BLDG CO	Permit Fee Collection - 2010-2011 Planning	01-00-00-2013	$88.00
		Total		**$88.00**
		Total		**$88.00**
176640	MCLAIN-CHITWOOD (358)	Misc. Office Supplies	01-01-00-6100	$253.19
000172	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	$3.00
19103	ED HUMES LOCKSMITH (21141)	Repair door at City Hall	01-01-00-6112	$100.00
0001883	HURLEY PLUMBING(267)	Misc. Repairs	01-01-00-6112	$310.30
2352359	OKLA HOME CENTERS, INC. (203	Misc. Supplies	01-01-00-6112	$10.48
2352565	OKLA HOME CENTERS, INC. (203	Misc. Supplies	01-01-00-6112	$0.50
OCTOBER 2010	AT&T (569)	Monthly Telephone Services 2010/2011	01-01-00-6301	$2,463.51
665374	THYSSENKRUPP ELEVATOR(168	Elevator Maintenance	01-01-00-6347	$228.79
OKC10100341	JANI-KING (21595)	Monthly Contract Billing	01-01-00-6373	$1,514.00
		Total		**$4,883.77**
		Total GENERAL GOVERNMENT		**$4,883.77**
CNIN080617BMI	BMI SYSTEMS, INC. 664	Maintenance for 3rd Floor Copier JJM01895	01-02-23-6317	$241.01
		Total PURCHASING/ACCOUNTS PAYABLE		**$241.01**
		Total ADMINISTRATION		**$241.01**
OCTOBER 2010	COX COMMUNICATIONS(20698)	PD Internet Service	01-04-45-6381	$124.95
		Total INFORMATION SERVICES		**$124.95**
		Total INFORMATION SERVICES		**$124.95**
DOUG WEIR	O.C.E.A. OKLAHOMA MUNICIPA	Oklahoma Code Enforcement Association - T	01-05-50-6048	$185.00
JIM HANKE	O.C.E.A. OKLAHOMA MUNICIPA	Oklahoma Code Enforcement Association - T	01-05-50-6048	$185.00
PUBLIC HEARIN	GUTHRIE NEWS LEADER (1578)	Notice of Public Hearing 9/26/2010 - 511 Nort	01-05-50-6334	$30.75
		Total COMMUNITY DEVELOPMENT		**$400.75**
2352631	OKLA HOME CENTERS, INC. (203	Duct Tape - Planning Department	01-05-51-6354	$11.98
		Total CODE COMPLIANCE		**$11.98**
		Total PLANNING		**$412.73**
LIBRARY 1 YEA	GUTHRIE NEWS LEADER (1578)	Subscription for One Year - Library	01-06-60-6130	$72.00
2415448-R1	HORN BOOK GUIDE 22552	1 Year Subscription to Magazine and Books o	01-06-60-6130	$60.00
1480202	MOVIE LICENSING USA (21890)	Movie Licensing Renewal 2010-2011 Library	01-06-60-6131	$385.00
011126	USERFUL CORPORATION (22144	Renewal of PAC Software - Library	01-06-60-6131	$2,800.71
		Total LIBRARY		**$3,317.71**
		Total LIBRARY		**$3,317.71**
6518	HOMETOWN RENTAL & FEED(16	Blades for Mower - Police Department	01-07-70-6112	$25.85
287017117468X	AT&T MOBILITY (355)	Wireless Internet Card for CID Office - Reimb	01-07-70-6311	$240.00
POLICE DEPT -	SHINEY BAYS (22581)	Police Department Car Wash	01-07-70-6316	$172.90
73219	BOLAY COMMUNICATIONS(106)	Repairs to Radio and to Throat Mic for Police	01-07-70-6318	$26.67
73237	BOLAY COMMUNICATIONS(106)	Repairs to Radio and to Throat Mic for Police	01-07-70-6318	$7.93
OCTOBER 2010	LOGAN COMMUNITY SERVICES,	Shelter Service	01-07-70-6345	$125.00
		Total POLICE ADMINISTRATION		**$598.35**
298748971	TERMINEX 22413	Pest Control	01-07-72-6112	$40.00
0028932-2176-8	WASTE MANAGEMENT (22106)	DEY-Dead Animals, Fuel Surcharge Evf8-Env	01-07-72-6114	$178.81
		Total ANIMAL CONTROL		**$218.81**

Invoice #	Vendor	Description	Account	Cost
04-1102318	OKLA DEPARTMENT OF PUBLIC	OLETS User Fees	01-07-79-6304	$350.00
		Total COMMUNICATIONS		**$350.00**
		Total POLICE		**$1,167.16**
19071	ED HUMES LOCKSMITH (21141)	Replacing Yale Lock	01-15-11-6112	$183.00
789871	GAME TIME (22653)	Slide Replacement for Highland Park	01-15-11-6112	$1,311.25
264733	GOOCH-SMITH ELECTRIC(1279)	Light Repairs at Highland Hall	01-15-11-6112	$289.00
0001879	HURLEY PLUMBING(267)	Highland Hall Restroom Repairs	01-15-11-6112	$48.00
0001881	HURLEY PLUMBING(267)	Highland Hall Restroom Repairs	01-15-11-6112	$223.75
2351982	OKLA HOME CENTERS, INC. (203	Building Supplies and Stock for Parks and Gr	01-15-11-6112	$142.38
2352484	OKLA HOME CENTERS, INC. (203	Building Supplies and Stock for Parks and Gr	01-15-11-6112	$13.45
747	PONDS RX 22643	Treatment of Pond - Highland Park	01-15-11-6112	$169.00
167129	NAPA (30)	Zip Ties and Vehicle Parts for Parks and Gro	01-15-11-6316	$3.07
167802	NAPA (30)	Zip Ties and Vehicle Parts for Parks and Gro	01-15-11-6316	$204.21
168834	NAPA (30)	Zip Ties and Vehicle Parts for Parks and Gro	01-15-11-6316	$3.54
168838	NAPA (30)	Zip Ties and Vehicle Parts for Parks and Gro	01-15-11-6316	$2.00
474883	PRO POWER EQUIPMENT(20625	Wheel Hub, Weed Eating Blades, Heads, Tri	01-15-11-6317	$91.74
		Total PARKS		**$2,684.39**
		Total PARKS & PUBLIC GROUNDS		**$2,684.39**
		Total GENERAL FUND		**$12,919.72**
OCTOBER 2010	TELETOUCH COMMUNICATIONS	Lift Station Monthly Tracker Service	20-21-00-6318	$24.90
		Total		**$24.90**
		Total PUBLIC WORKS GENERAL		**$24.90**
185625	ALTIVIA(20798)	Water Treatment Plant Chemicals	20-23-00-6104	$850.00
90062	SOUTHWEST CHEMICAL (20977)	Liquid Ammonium Sulfate and Freight for Part	20-23-00-6104	$2,641.67
SU12790	ACCURATE ENVIRONMENTAL,LL	Lab Supplies for Water Treatment Plant	20-23-00-6109	$585.16
0I16030	ACCURATE ENVIRONMENTAL,LL	Chemical Testing	20-23-00-6303	$100.00
0I16031	ACCURATE ENVIRONMENTAL,LL	Chemical Testing	20-23-00-6303	$40.00
2351676	OKLA HOME CENTERS, INC. (203	Misc Supplies for Water Treatment Plant	20-23-00-6317	$11.23
		Total		**$4,228.06**
		Total WATER PLANT		**$4,228.06**
55241470	D.E.Q.(445)	License Renewal for Clayton Baker and Larry	20-24-00-6048	$138.00
55241974	D.E.Q.(445)	License Renewal for Clayton Baker and Larry	20-24-00-6048	$92.00
90000	SOUTHWEST CHEMICAL (20977)	Estimated cost on 330 Gallons of Sodium Bis	20-24-00-6104	$908.70
0I07002	ACCURATE ENVIRONMENTAL,LL	Testing for Waste Water Treatment Plant	20-24-00-6109	$60.00
0I09006	ACCURATE ENVIRONMENTAL,LL	Testing for Waste Water Treatment Plant	20-24-00-6109	$245.00
0I14013	ACCURATE ENVIRONMENTAL,LL	Testing for Waste Water Treatment Plant	20-24-00-6109	$60.00
0I16012	ACCURATE ENVIRONMENTAL,LL	Testing for Waste Water Treatment Plant	20-24-00-6109	$300.00
0I21008	ACCURATE ENVIRONMENTAL,LL	Testing for Waste Water Treatment Plant	20-24-00-6109	$60.00
0I23003	ACCURATE ENVIRONMENTAL,LL	Testing for Waste Water Treatment Plant	20-24-00-6109	$200.00
0I28007	ACCURATE ENVIRONMENTAL,LL	Testing for Waste Water Treatment Plant	20-24-00-6109	$60.00
		Total		**$2,123.70**
		Total WASTE WATER TREATMENT PLANT		**$2,123.70**
		Total GPWA OPERATING FUND		**$6,376.66**
7242123	DELAGE LANDEN PUBLIC FINAN	Lease Payment Antec 900 X20 - October 201	54-54-04-6706	$328.64

Invoice #	Vendor	Description	Account	Cost
		Total INFORMATION SERVICES		**$328.64**
		Total FACILITIES		**$328.64**
OCTOBER 2010	FARMERS & MERCHANTS BANK(	2009 Chevrolet Tahoe (Police Vehicles)	54-56-07-6707	$720.30
OCTOBER 2010	OKLA STATE BANK (22069)	Four - 2009 Dodge Chargers (Police Vechicle	54-56-07-6707	$3,232.30
		Total POLICE DEPARTMENT		**$3,952.60**
OCTOBER 2010	OKLA STATE BANK (22069)	10 Wheel Dump Truck with Attachments	54-56-12-6708	$2,031.00
		Total STREET DEPARTMENT		**$2,031.00**
OCTOBER 2010	OKLA STATE BANK (22069)	3 New Chevrolet Truck Silverado	54-56-23-6711	$715.00
		Total PURCHASING/ACCOUNTS PAYABLE		**$715.00**
OCTOBER 2010	OKLA STATE BANK (22069)	3 New Chevrolet Truck Silverado	54-56-27-6708	$835.00
OCTOBER 2010	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		**$8,496.24**
163623	P&K EQUIPMENT, INC. (273) ED	21 x 7 - 12 Tire for John Deere Mower	98-98-00-6316	$131.30
		Total		**$131.30**
		Total AIRPORT FUND		**$131.30**
		Total AIRPORT FUND		**$131.30**
OCTOER 2010	LOGAN CO. ECON. DEV. COUNCI	LCEDC Excel Jet Loan	99-99-00-6704	$2,786.37
OCTOBER 2010.	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		**$32,773.29**

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
HP Printer Parts	CREDIT CARD OPERATIONS(206	HP Printer Parts	01-01-00-6100	$296.68
(5) ipad - Stylus	CREDIT CARD OPERATIONS(206	(5) Ipad - Stylus	01-01-00-6311	$81.01
(5) ipads with Wi	CREDIT CARD OPERATIONS(206	Ipad with wi-fi+3G 16GB	01-01-00-6311	$3,145.00
ipad Software	CREDIT CARD OPERATIONS(206	Ipad app PDF reader, Note Taker and App D	01-01-00-6311	$25.97
OCTOBER 2010	O.M.A.G.(21303)	Building and Property Insurance for Fiscal Ye	01-01-00-6326	$3,431.42
OCTOBER 2010	O.M.A.G.(21302)	Workers' Compensation Insurance for Fiscal	01-01-00-6326	$20,007.96
OCTOBER 2010	O.M.A.G.(425)	Liability/Automobile/Contractors Insurance Fi	01-01-00-6326	$8,488.95
OCTOBER 2010	GODDARD ENTERPRISES (798)	SIREN MAINTENANCE	01-01-00-6372	$200.00
		Total		**$35,676.99**
		Total GENERAL GOVERNMENT		**$35,676.99**
OCTOBER 2010	RETAIL ATTRACTIONS, LLC(2216	Consultation for Retail Development, Per Agr	01-05-53-6054	$1,250.00
		Total ECONOMIC DEVELOPMENT		**$1,250.00**
		Total PLANNING		**$1,250.00**
CD Refills - 3 Rin	CREDIT CARD OPERATIONS(206	CD refill pages for three ring binder	01-06-60-6116	$40.47
		Total LIBRARY		**$40.47**
		Total LIBRARY		**$40.47**
Leopold	CREDIT CARD OPERATIONS(206	Leopold - Repairs to Scope/Police Departmen	01-07-70-6114	$159.99
Per Deim ICAC	MARK BRUNING (20292)	Per Diem for Tampa Trip 10/24/2010 ICAC Tr	01-07-70-6343	$180.00
ICAC Training M.	CREDIT CARD OPERATIONS(206	Airlines to Tampa - M. Bruning ICAC Training	01-07-70-6343	$313.80
		Total POLICE ADMINISTRATION		**$653.79**
		Total POLICE		**$653.79**
OCTOBER 2010	RURAL WATER DISTRICT #1(206	Water Service for 6512 S Coltrane and Mitch	01-15-11-6112	$60.30
		Total PARKS		**$60.30**
		Total PARKS & PUBLIC GROUNDS		**$60.30**
		Total GENERAL FUND		**$37,681.55**
Planner Pages	CREDIT CARD OPERATIONS(206	Planner pages - Oct.-10 thru Sept. 11	20-23-00-6114	$37.44
		Total		**$37.44**
		Total WATER PLANT		**$37.44**
SEPTEMBER 20	BURRELL INC.(21286)	Contract Meter Reading 2010-2011	20-28-00-6054	$2,642.37
		Total		**$2,642.37**
		Total METER DEPARTMENT		**$2,642.37**
		Total GPWA OPERATING FUND		**$2,679.81**
OCTOBER 2010	BANCFIRST(884)	Loan for Upgrade for both Cameras Trucks	54-54-27-6706	$1,116.00
		Total LINE MAINTENANCE		**$1,116.00**
		Total FACILITIES		**$1,116.00**
October 2010	FARMERS & MERCHANTS BANK(	Dodge Charger (Police Vehicles)	54-56-07-6707	$641.86
		Total POLICE DEPARTMENT		**$641.86**
		Total VEHICLES & EQUIPMENT		**$641.86**
		Total CAPITAL PROJECTS		**$1,757.86**
OCTOBER 2010	OKLAHOMA DEPARTMENT OF C	Spritit Wing Loan	99-99-00-6702	$1,041.67

EARLY PAY

Invoice #	Vendor	Description	Account	Cost
OCTOBER 2010	LOGAN COUNTY ECON. DEV. CO	EDA Grant Loan	99-99-00-6703	$4,872.54
		Total		**$5,914.21**
		Total GUTHRIE INDUSTRIAL DEVLEOPMENT		**$5,914.21**
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		**$5,914.21**
		Total All Funds		**$48,033.43**

EARLY PAY

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	October 19, 2010	Jim Ahlgren
X GPWA		
____ Other: _____		

Agenda Item
Consideration of approval of Employee Assistance Agreement (EAP) between the Logan Community Services, Inc. and the City of Guthrie.

Summary
The City of Guthrie has a "Drug and Alcohol Free Workplace Policy" that states the City will provide drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation. This required benefit has been provided by our previous medical insurance provider. The current provider, Principle doesn't offer such services, therefore the City has reached an agreement with Logan Community Services Inc. for this EAP service.

Funding Expected	____ Revenue	X Expenditure	____		
Budgeted	X Yes	____ No	____		
Account Number	01-00-00-2032	**Amount**	$100 per referral		
Legal Review	____ N/A	____ Required	Completed Date: _____		
Mayor's Appt.	____ Yes	X No			

Supporting documents attached
- Employee Assistance Agreement

Recommendation
Motion to approve Employee Assistance Agreement with Logan Community Services, Inc.

Action Needed	____ Public Hearing	X Motion	____ Emergency Clause

Employee Assistance Agreement

THIS AGREEMENT made and entered into on this 1st day of Oct., 2010, by and between the City of Guthrie, Oklahoma, a municipal corporation, (hereinafter called the "City"); and Logan Community Services, Inc. a non-profit Oklahoma corporation (hereinafter called "LCS").

WHEREAS, the City desire to engage the services of LCS to provide drug and alcohol dependency evaluation and referral services for substance abuse treatment for City employees who have been identified and referred by the City for the indication of a problem needing evaluation and referrals services. These evaluation services as well as referrals services (when warranted) to substance abuse counseling, treatment, and rehabilitation, are in integral part of the employee assistance program of the City designed to comply fully with Oklahoma Statutes concerning the provision of an employee assistance program; and

WHEREAS, LCS as an outpatient drug and alcohol treatment program which is fully certified by the Oklahoma Department of Mental Health and Substance Abuse Services desire to accept such engagement on the terms and conditions hereinafter stated.

NOW, THEREFORE, for an in consideration of the mutual promises and covenants hereinafter described, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. ENGAGEMENT. The City hereby engages LCS, and LCS hereby accepts such engagement upon the terms and conditions hereinafter stated.

2. TERM. The initial term of the Agreement shall be effective as of October 1, 2010 and continue until September 30, 2011 with the City having options to renew this Agreement annually upon the same terms and conditions.

3. COMPENSATION. The city shall compensate LCS for their drug and alcohol evaluation and referral services as follows:

   a. For each separate drug and alcohol dependency evaluation and referral services referred to LCS by the City in writing and approved by the Guthrie City Manager or his/her designee, the City shall pay LCS the sum total of $100.00

   b. LCS shall timely prepare and submit to the City, attention: Guthrie Purchasing Department, a statement monthly itemizing the number of evaluations and referrals performed and the total cost.

   c. LCS shall timely prepare and submit a confidential written report summarizing each separate drug and alcohol dependency evaluation and referral services, to

the Guthrie City Manager or his/her designee at the same time LCS submits its monthly billing statement.

d. It is expressly agreed by LCS and the City that the City shall bear no obligation, financial or otherwise, to pay for costs of any substance abuse counseling, treatment, or rehabilitation.

4. AUTHORITY. The parties hereto represent and warrant that they posses the necessary authority to execute this Agreement and that the appropriate corporation resolutions have been presented and approved by the respective City Council and Board of Directors authorizing the obligations reflected herein.

5. TERMINATION OF AGREEMENT. This agreement may be terminated at the option of either party hereto by notice to the non-termination party in the following manner;

a. Written notice shall be delivered to the non-terminating party, not less than thirty (30) days prior to the effective date of said termination, said notice to be delivered by certified mail, return receipt requested.

b. Notice of the intent to terminate shall be effective upon receipt of same.

c. The failure of the City to exercise and option for annual renewal and to provide written notice thereof to LCS by September 30th of any year.

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

"City"
The City of Guthrie, Oklahoma
A municipal corporation

ATTEST: (seal)

_____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

"LCS"
Logan Community Services, Inc.

ATTEST: (seal)

_____
Executive Director

By: _____
Board Chairman

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CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	October 19, 2010	Jim Ahlgren
X GPWA		
___ Other: _____		

Agenda Item
Consider approval of professional services contract with Wind Energy Consulting and Contracting Services LLC. (WECC) and the City of Guthrie for the purpose of installing a wind turbine to provide electric power to the Waste Water Treatment Plant.

Summary
On November 6, 2009 the Oklahoma Department of Commerce notified the City that the wind turbine project for our Waste Water Treatment Plant was recommended for approval for funding under the State Energy Program American Recovering and Reinvestment Act (SEP ARRA) program. The project is divided in Two Phases. Phase I, Environmental Studies and Compliance reviews have been completed. Phase II is the actual construction and installation of the turbine. Phase II professional services are required. Wind Energy Consulting and Contracting Services Inc. (WECC) has been the provider of these specialized services to the City from pre-grant feasibility to completion of Phase I. Their expertise is required to proceed with Phase II. The cost of these services would be paid for from the SEP ARRA grant fund.

Funding Expected	X Revenue	___ Expenditure	___ N/A
Budgeted	___ Yes	X No	___ N/A
Account Number	_____	**Amount**	_____
Legal Review	___ N/A	X Required	Completed Date: October 13, 2010
Mayor's Appt.	___	X No	

Supporting documents attached
City of Guthrie / WECC LLC Professional Services Agreement

Recommendation
Staff requests council approval of the professional services with the WECC group.

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

City of Guthrie /WECC LLC Professional Services Agreement

WECC Project No. ____OKWT207_____
Short Title: Owner's Representative 100/225 kW Wind Turbine Generator for City of Guthrie, Oklahoma

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made as of the __ day of July 2010 (the "Effective Date"), by and between, **the City of Guthrie, Oklahoma ("Guthrie")** (the "CLIENT"), and **WECC LLCWECC LLC**, with offices located at 2500 Monument Road, Suite 206, Jacksonville, Florida 32225 ("WECC") (CLIENT and WECC are collectively referred to as "the Parties"). For purposes of this Agreement **WECC LLC** includes professional services provided by its subsidiary **WECC LLC.**

IN CONSIDERATION of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. RELATIONSHIP
For all work performed hereunder WECC LLC is an independent contractor to CLIENT, solely responsible for the means and methods used in performing services hereunder, and it shall not be deemed an employee, agent, partner or joint venturer of CLIENT for any purpose.

2. PROVISION OF SERVICES/METHOD OF AUTHORIZATION

2.1 WECC LLC shall provide those professional services (check appropriate description below):

X	As described in Attachment "A," attached hereto and made a part hereof by reference (the "Services"); or
	As described in separately authorized Work Orders (the "Services").

2.2 Any Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, a detailed Scope of Services, Project Schedule, Deliverables, Compensation Terms and special provisions or conditions specific to the Services or project being authorized (the "Project"). In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services or Project involved.

2.3 Should CLIENT issue a purchase order or other instrument related to WECC LLC's Services, it is understood and agreed that such document is for CLIENT's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If CLIENT does issue a purchase order or other similar instrument, it is understood and agreed that WECC LLC shall indicate the purchase order number on the invoices sent to CLIENT.

2.4 Since WECC LLC has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by CLIENT to estimate project construction costs, WECC LLC's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its judgment as a design professional familiar with the construction industry specific to wind turbine generator installation; however, WECC LLC cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If CLIENT wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense.

2.5 If the Services are to include services during construction, any construction inspection or testing provided by WECC LLC is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. WECC LLC neither guarantees nor insures any contractor's work nor assumes responsibility for (i) the means, methods or materials used by any contractor, (ii) Project site safety, or (iii) any contractor's compliance with laws and regulations. CLIENT agrees that, in accordance with generally accepted construction practices, the construction prime contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours.

3. ADDITIONAL SERVICES

WECC LLC shall furnish work beyond the scope of the Services (hereinafter "Additional Services") ONLY if authorized in writing by the CLIENT. Before such Additional Services shall be rendered, the scope of such Additional Services and the compensation therefor shall be mutually agreed upon by either written amendment to this Agreement in the form of a Supplemental Agreement or by an additional or amended Work Order. Additional Services furnished by WECC LLC without written authorization by the CLIENT shall be furnished at WECC's sole risk and expense.

4. CLIENT'S RESPONSIBILITIES

4.l CLIENT shall, with reasonable promptness, provide to WECC LLC available information regarding the requirements for the Services.

4.2 CLIENT shall make all provisions for WECC LLC to enter upon public and private property as required for WECC LLC to perform Services under this Agreement.

4.3 CLIENT shall give prompt written notice to WECC LLC whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WECC LLC's services.

5. PERIOD OF SERVICE

5.1 The term of this Agreement shall be from the Effective Date through **September 30, 2011**, unless sooner terminated as provided in Section 8 hereof, or extended through written agreement signed by the Parties to this Agreement.

5.2 The Services called for herein shall be completed by WECC LLC as set out in Attachment "A" or the applicable Work Order.

6. COMPENSATION AND METHOD OF PAYMENT

6.1 CLIENT shall compensate WECC LLC for the services, any approved additional services and reimbursable expenses (as defined below) on the basis as set forth herein and in any separately issued Work Order and in accordance with the billing rate schedule of $225.00 per hour plus reasonable expenses as defined under TERMS OF CONTRACT in Attachment A.

6.2 CLIENT shall pay any sales or similar tax levied by any governmental authority on professional or other services or materials provided under this Agreement.

6.3 WECC LLC shall invoice CLIENT monthly for all services rendered and reimbursable expenses incurred pursuant to this Agreement, and each invoice shall be due and payable upon receipt by CLIENT when client receives the grant funds funding this project. CLIENT shall notify WECC LLC in writing of any disputed amount contained on an invoice within seven (7) calendar days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

6.4 Compensation due WECC LLC under this Agreement is due and payable to its corporate offices, whose address is WECC LLCWECC LLC, 2500 Monument Road Suite 205, Jacksonville, Florida 32225, Attn: Accounting Department, or at such other location as may be specified by WECC LLC in writing.

6.5 If CLIENT fails to make any payment due WECC LLC for services and reimbursable expenses within thirty (30) days of receipt of invoice and receipt of the grant funds with which to pay the invoice therefore, the amounts due WECC shall accrue interest at the lesser of 1 ½ % per month or the maximum rate allowed by law from the thirtieth (30^{th}) day. In addition, WECC LLC may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until WECC LLC has been paid in full all amounts due for services and reimbursable expenses, including all accrued but unpaid interest, without WECC LLC incurring liability due to such suspension.

7. AUTHORIZED REPRESENTATIVE

7.1 WECC LLC's authorized representative for this project is the project manager as designated on Attachment "A" or applicable Work Order. All matters and correspondence pertaining to the project, including submittal of monthly invoices, will be through WECC LLC's Project Manager.

7.2 Upon execution of this Agreement, CLIENT will designate CLIENT's authorized representative for the project and convey the name of CLIENT's authorized representative to WECC LLC in writing. CLIENT's authorized representative shall act on behalf of CLIENT on all matters pertaining to this project. All matters and correspondence to CLIENT pertaining to the project will be addressed through CLIENT's authorized representative.

7.3 CLIENT's authorized representative shall not be changed without prior written notice to WECC LLC.

8. TERMINATION/SUSPENSION

8.1 This Agreement may be terminated without cause by either party upon fourteen (14) days written notice. In the event of termination, WECC LLC shall be compensated, as provided herein, for Services performed through the effective date of such written notice of termination, together with reimbursable expenses due and for all expenses directly attributable to termination.

8.2 If the Project is suspended for more than thirty (30) consecutive days, WECC LLC shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with reimbursable expenses then due.

9. WECC LLC'S RETENTION AND ACCESS TO RECORDS

WECC LLC shall maintain for a period of at least seven (7) years following completion of the services all the documents, deliverables, records (including cost records), design calculations, notes and emails related to the project or WECC LLC's performance hereunder. Upon CLIENT's written request, WECC LLC shall provide a copy of the requested records at actual cost of duplication to WECC LLC, and such costs will be invoiced to the CLIENT.

10. USE OF DOCUMENTS AND ELECTRONIC DELIVERABLES

10.1 All documents prepared by WECC LLC are instruments of service in which WECC LLC shall retain an ownership and property interest (including the right of reuse at the discretion of WECC LLC).

10.2 Any modification of the deliverables hereunder or their reuse on another project by CLIENT without the approval of WECC LLC shall be at CLIENT'S sole risk and without liability to WECC LLC.

10.3. Files in electronic format that are furnished by one Party to the other are furnished only for convenience and not for reliance by the receiving party, unless otherwise agreed in writing.

11. INDEMNIFICATION

11.1 CLIENT shall indemnify and hold WECC LLC and its directors, officers and employees and subsidiaries harmless from all suits, actions, claims, demands, judgments, and liabilities (including property damage and bodily injury or death) to the extent resulting from any negligent acts, errors or omissions or breach of contract of CLIENT.

11.2 WECC LLC shall indemnify and hold CLIENT and its directors, officers and employees harmless from any and all damages, liabilities, suits, actions, claims, demands and judgments to the extent resulting from any negligent acts, errors or omissions or breach of contract of WECC LLC or its sub-consultants relative to this Agreement.

12. INSURANCE

12.1 WECC LLC shall maintain, the following insurance coverage during the performance of its services under this Agreement:

Workers' Compensation	Statutory
Employer's Liability (Including Longshore and Harbor Workers Act	$500,000
Coverage, if applicable)	$500,000
	$500,000
Commercial General Liability (including contractual and fire damage)	
General Aggregate	$2M
Products-Comp/OP Aggregate)	$2M
Personal and Advertising Injury	$1M
Each Occurrence	$1M
Medical Expenses per person	$5,000
Professional Liability Insurance (including errors and omissions and	
Expanded Pollution Coverage)	$2M
Per Claim	$2M
Aggregate	
Umbrella/Excess Insurance	$4M

12.2 WECC LLC shall provide the CLIENT with a Certificate of Insurance indicating that the above-described coverages are in effect.

13. CONTROLLING LAW/DISPUTE COSTS

13.1 This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with the laws of the state of Oklahoma.

13.2 In the event a dispute shall arise under or about this Agreement, then the prevailing party (defined as the one recovering or defending more than 50% of the claim) shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees which may be incurred on account of such dispute. The parties agree that venue of any action regarding this agreement shall be the District Court of Logan County, State of Oklahoma.

13.3 The Parties hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with the Project or this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

14. SUCCESSORS AND ASSIGNS

14.1 This Agreement shall be binding upon CLIENT and WECC LLC and their respective partners, successors, heirs, assigns and legal representatives.

14.2 Neither Party shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

15. PRIVILEGED INFORMATION

15.1 WECC LLC agrees to keep confidential and not to disclose to any person or entity, other than WECC LLC's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by WECC LLC or furnished to WECC LLC and marked "Confidential" by CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict WECC LLC from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for WECC LLC to defend itself from any suit or claim.

15.2 WECC agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement,

or any particulars thereof, during the period of this Agreement, without first notifying CLIENT and securing its consent in writing.

16. NONDISCRIMINATION

WECC LLC agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age.

17. CONTINGENCY FEES

WECC LLC warrants that it has not employed or retained any company or person other than a bona fide employee working solely for WECC LLC to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for WECC LLC any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

18. FORCE MAJEURE

Should Services be delayed at any time during the period of this Agreement due to changes ordered in the services by CLIENT, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond WECC LLC's control, or by other causes which the CLIENT determines may justify the delay, then an extension for performance of this Agreement may be granted to WECC LLC by CLIENT through mutual written agreement.

19. STANDARD OF PERFORMANCE

Services provided by WECC LLC under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location. WECC LLC will promptly correct without additional compensation those services not meeting this standard.

20. NOTICES

Any and all notices required or authorized to be given pursuant to this Agreement shall be given in writing and either hand-delivered, sent by overnight courier service or sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to CLIENT:	City Manager 101 N. 2nd Street Guthrie, OK 73044

If to WECC LLC:	WECC LLC 2500 Monument Road, Ste 205 Jacksonville, Florida 32225 Attention: Wayne Hildreth

21. ENTIRE AGREEMENT

This Agreement, together with any separately authorized Work Order issued hereunder, constitutes the entire and integrated Agreement between CLIENT and WECC LLC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified or canceled by written instrument signed by an authorized representative of each party.

22. SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, under seal, as of the day and year first above written.

CLIENT	**WECC LLC**
By:___ Print Name:__ Title:___	By:___ Print Name: Wayne Hildreth Title: President

ATTACHMENT "A"

PROJECT SCOPE:

WECC LLC will plan, manage, and oversee the project planning, installation, commissioning and provision of Operations and Maintenance (O&M) services of up to 225 kW of wind turbine generators on property owned and controlled by CLIENT, as owner's representative for CLIENT. These commitments are in addition to and separate from all preliminary planning and project analysis currently prepared and completed through our subsidiary WECC LLC., an Oklahoma limited liability corporation. WECC LLC will represent CLIENT through all stages of project development including supporting CLIENT's interaction with turbine manufacturer, permitting, and managing an analysis of the required grid interconnection. WECC will monitor and assure contractor and subcontractor compliance with all federal, state and local laws applying to the project.

General Management Phase

- Drafting project plan, communications plan
- Geotechnical site study
- Independent structural engineering foundation review of manufacturer's foundation design specific to CLIENT soil conditions
- Coordinate electrical grid interconnection
- Shipping and transportation; permits, oversight, traffic control
-
- Prepare project specifications (to include access roads, lay-down assembly area development, construction environmental considerations, site restoration), issue bid packages in the form of a Request for Proposal
- Develop prime contractor selection criteria
- Conduct pre-bid conference and walk-through
- Receive, review and evaluate prime contractor proposals and present recommendations for prime contractor to CLIENT
- Prepare project budgets and timelines

Construction/Installation Phase

- Provide oversight management, quality control, ensure compliance with safety procedures throughout installation and commissioning process
- Provide project financial management, verifying contractors' invoices, providing direction for paying vendors, updating project budget to actual reports

Operations & Maintenance Phase

- Prepare and issue bid package for wind facility operations and maintenance (post warranty period)
- Coordinate receipt of bids from O&M providers and present recommendation to CLIENT for decision
- Confirm that maintenance schedules are being met

TERMS OF CONTRACT:

For management services provided by WECC LLC during the project; including but not limited to drafting project plan, selecting structural, civil and electrical engineering services, drafting and issuing the construction RFP, evaluating bids and overseeing selection of a prime contractor, WECC LLC will charge an hourly rate of $225/hour, which will be invoiced monthly. WECC anticipates approximately 60 hours of work per month. Reasonable consultant expenses (travel, food, lodging and miscellaneous) are to fully reimbursable with prior approval of CLIENT.

During the operation phase of the project WECC LLC will verify that warranty work and appropriate preventative maintenance are being performed for the project. For this service WECC LLC will receive a fee per hour as previously stated.

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MINUTES

CITY COUNCIL MEETING

Council Workshop

October 5, 2010

The special meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, October 1, 2010 before 5:00 p.m. and held October 5, 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	Trey Ayers	Ellen Gomes
	Patty Hazlewood	John Wood	Gaylord Z. Thomas
	Mary Coffin		
Members Absent:	None		
Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Rene Spineto	Lee Ivie

Mayor Burtcher declared a quorum with all (7) Councilmembers in attendance.

Discussion of request for permanent signage/corridor designation regarding General T. L. Daniels. A group of citizens requested General T. L. Daniels be recognized with a permanent signage in Guthrie. With his aviation background, it was recommended the sign be placed near the Guthrie-Edmond Regional Airport and be in place before the Annual General Daniels' Thanksgiving Feast on November 25, 2010. City Manager Mueller informed the addresses on Airport Road would not be changed. It was the consensus of the City Council to have a Resolution on the next City Council agenda to place the "General T. L. Daniels Corridor" sign on Airport Road.

Discussion of contract with YMCA. The YMCA will hire certified lifeguards and pool manager to properly manage the Guthrie Municipal Pool for the recreational swimming for the summer of 2011. Hours shall be set by the YMCA but shall be open to accommodate the public as much as possible. The YMCA will be allowed to use the pool before 1:00 p.m. and after 6:00 p.m. for swim lessons and for other purposes. A fee of no more than $4.00 will be charged for each non-YMCA member who comes to the pool to swim. This fee shall be subject to change at the discretion of the YMCA, as it deems necessary to raise additional revenue during the summer to meet expenses. The YMCA shall be granted exclusive morning use of the pool for aquatic programming until the pool opens in the afternoon for recreational swimming for the general public. The YMCA will develop other schedules for special groups and special activities. YMCA lifeguards and swim staff must be on duty when these groups use the pool. All revenues generated from gate admission, swim lessons,

pool parties, concessions and all other revenue producing practices will be credited to the YMCA to cover operational expenses including but not limited to staff wages, staff training and supplies. The City of Guthrie will be responsible for $5,000 operating fee, chemicals, pool supplies, toiletries and other normal cleaning supplies, pool maintenance, pool repairs and pool equipment needed to operate the pool and inspect the pool at least once per week.

Questions and discussion regarding agenda items.

Executive Session – to discuss the Department of Environmental Quality (DEQ) Consent Order Case No. 10-254. The Guthrie Public Works Authority representatives met with the DEQ representatives on February 17, 2010, along with the City's financial, bonding, and engineering representatives for the purpose of arriving at a viable agreement for rehabilitating the wastewater collection system. Nothing could be done until we received the consent order which is the legal document that determines the compliance and penalties. In our case, we have been assessed a penalty of $53,600 which has been partially deferred, in that we will pay $13,400 to the DEQ by December 1, 2010. The remainder of the penalty will be deferred as each of the five tasks are completed. An estimated 33,332 linear feet of sanitary sewer line is to be rehabilitated and eight manholes with a "fail" rating to be repaired or rehabilitated with the estimated cost of the project being $5,837,101.29.

Tree Grant – On July 6, 2010 the City Council approved the application for the Oklahoma Department of Transportation (ODOT) Tree Grant Program. The City requested funds to plant trees in the median on Highway 33 between Interstate 35 and Pine Street. The trees requested were to meet ODOT requirements and must not interfere with existing utility lines nor can the plantings impair the visibility of drivers. Our proposal was reviewed by the judges and the grant was awarded to the City with the stipulation that we use only a variety of crepe myrtle trees. The grant is a 75/25 match. The City asked for approximated $5,400, but was awarded $7,400. The 25% match ($1,850) can be in-kind services accountable in a three-year period. The Oklahoma Department of Transportation requires the bid process be utilized for this grant project.

Airport Projects - The Airport Improvement Projects in consideration are: (1) Rebuild or replace existing PAPI Systems for Runways 16/34 - Project No. 98-98-94-6367; (2) Northwest Development Area Taxiway Extension - Project No. 98-98-94-6374; (3) Taxiway C & D Edge Lighting - Project No. 98-98-94-6375; and (4) Taxiway C Rehabilitation - Project No. 98-98-94-6376. These projects are eligible for Federal Aviation Administration (FAA) grants that will be administered through the Oklahoma Aeronautic Commission (OAC) and funded at 95% with a 5% match. The 5% match being split between the City of Guthrie and the City of Edmond. Also, the approval of the contract between Garver Engineers and the City of Guthrie pertaining to the scope of services they will perform, the fees they will assess for administrative costs, design fees, impact studies, testing and analysis, and the construction supervision affiliated with each project.

Ordinance No. 3215 – Sign and Awning Ordinance - The purpose of this ordinance is to establish reasonable and impartial regulations for all exterior signs, not in the Historic District. Staff met with the Guthrie Planning Commission on numerous occasions to compose the Sign Ordinance and heard presentations by two sign vendors to gain a detailed

understanding of current trends in the sign industry. The result of this Ordinance will reduce the traffic hazards caused by such unregulated signs which may distract, confuse, and impair the visibility of motorists, to ensure the effectiveness of public traffic signs, to protect property values by ensuring the compatibility of property with that surrounding it, provide an attractive visual environment throughout the City and protect the character and appearance of various neighborhoods. Staff was instructed to further the research and present the Sign Ordinance at the next regular City Council Meeting (October 19, 2010).

Request for future items of discussion.

a. Sign Ordinance

Adjournment. There being no further business, Mayor Burtcher declared the meeting adjourned at 6:55 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

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MINUTES

CITY COUNCIL MEETING

October 5, 2010

The regular meeting of the sixtieth City Council of Guthrie, Oklahoma was posted on Friday, October 1, 2010 before 5:00 p.m. and held October 5, 2010 in the Guthrie City Hall Council Chambers.

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

Pledge of Allegiance was led by Mayor Chuck Burtcher.

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

Members Present:	Chuck Burtcher	Trey Ayers	Patty Hazlewood
	Ellen Gomes	John Wood	Gaylord Z. Thomas
	Mary Coffin		
Members Absent:	None		
Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Rene Spineto	Jim Ahlgren
	Lee Ivie		

Mayor Burtcher declared a quorum with all (7) Councilmembers in attendance.

Consent Agenda. Consent Agenda E, Design and Construction Phase of Airport Improvement Project for Fiscal Year 2011 and 2012, and Consent Agenda F, Contract with Garver Engineers for Airport Improvement Projects, were removed for further discussion. Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval of the Consent Agenda as follows:

A. Consider approval of the minutes from the Special City Council Workshop Meeting held on September 21, 2010.

B. Consider approval of the minutes from the Regular City Council Meeting held on September 21, 2010.

C. Consider approval of Claims:

General Fund:	$ 55,017.36
Grants Fund:	$ 91.76
Capital Projects Fund:	$ 5,482.88
Airport Fund:	$ 6,453.46

TOTAL CLAIMS: $67,045.46

D. Consider approval of accepting the Oklahoma Department of Transportation (ODOT) Tree Grant awarded to the City of Guthrie for the enhancement of the median on Highway 33 between Interstate 35 and Pine Street in the amount of $7,400.

G. Consider approval to authorize staff to bid the Oklahoma Department of Transportation (ODOT) Tree Grant Project.

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

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

Mayor Burtcher declared the motion carried unanimously.

Vice Mayor Ayers temporarily left the Council Chambers.

Consent Agenda E and F. Motion by Councilmember Thomas, seconded by Councilmember Coffin, moved approval of the Consent Agenda items removed for further discussion:

E. Consider approval of the Early Project Development (EPD) Submittal to be sent to Oklahoma Aeronautics Commission (OAC) in conjunction with the design and construction phase of Airport Improvement Projects (AIP) for fiscal years 2011 and 2012.

F. Consider approval of the Contract between Garver Engineers and the City of Guthrie pertaining to the scope of services they will perform, the fees they will assess to the airport sponsors for administrative costs, design fee, impact studies, testing and analysis and the construction supervision affiliated with each project.

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

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

Mayor Burtcher declared the motion carried unanimously.

Vice Mayor Ayers returned to the Council Chambers.

Consider approval of Ordinance No. 3215 amending Chapter 4, Article 9 of the City of Guthrie Code of Ordinances, entitled Sign and Awning Ordinance, providing for severability and repealer, and declaring an emergency. The purpose of this ordinance is to establish reasonable and impartial regulations for all exterior signs, not in the Historic

District. Staff met with the Guthrie Planning Commission on numerous occasions to compose the Sign Ordinance and heard presentations by two sign vendors to gain a detailed understanding of current trends in the sign industry. The result of this Ordinance will reduce the traffic hazards caused by such unregulated signs which may distract, confuse, and impair the visibility of motorists, to ensure the effectiveness of public traffic signs, to protect property values by ensuring the compatibility of property with that surrounding it, provide an attractive visual environment throughout the City and protect the character and appearance of various neighborhoods. Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval to continue this item to the next regular City Council Meeting (October 19, 2010) to allow staff time to further their research on Ordinance No. 3215 amending Chapter 4, Article 9 of the City of Guthrie Code of Ordinances, entitled Sign and Awning Ordinance. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

City Manager's Report. (1) expressed a "Thank You" to Planning and Community Development Director Rene Spineto and the Guthrie Planning Commission for their work on the Sign and Awning Ordinance; and (2) informed the City of Guthrie was awarded the 2010 Innovation Award presented at the Oklahoma Municipal League Conference, that Councilmember Wood received his Certified Municipal Official Designation Certificate, that City Clerk/Treasurer Calvert was a finalist for the Don Rider Award and Mayor Burtcher was a finalist for the Mayor of the Year Award.

Requests/comments from members of the City Council. Councilmember Gomes acknowledged the City employees for their dedicated services to the City of Guthrie.

Councilmember Hazlewood expressed a "Thank You" to City Manager Mueller for his work on the petition and on the Logan County Rural Water issue and looking forward to the future.

Vice Mayor Ayers expressed "Thank You" to the volunteers for this last weekend activities, it was a great weekend.

Councilmember Thomas informed the Guthrie High School Football Homecoming will be held on October 8, 2010 and Airport Appreciation Day will be held on October 9, 2010.

Councilmember Coffin encouraged the community to register to vote and informed the community and City Council of the events happening in Guthrie.

Councilmember Wood expressed a "Thank You" to the City Manager and to Planning and Community Development Director Rene Spineto on their work on the Tree Grant and to City staff on the Innovation Award.

Mayor Burtcher informed the Bluegrass Festival was successful, expressed a "Thank You" to City employees for their dedicated services on preparing the areas needed for the events that happened in Guthrie and informed the community is full of great people, we are a great community.

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

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

Mayor Burtcher declared the motion carried unanimously at 7:30 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

CITY OF GUTHRIE

CLAIMS

October 19, 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.

Kim Biggs
Purchasing Agent

Monthly Claims Approved as per Ordinance No. 2973 by City Manager.

Matt Mueller
City Manager

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CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	October 19, 2010	Wanda Calvert
____ GPWA		City Clerk/Treasurer
____ Other: _____		

Agenda Item
Consider approval of Agreement between the City of Guthrie and Guthrie Chamber of Commerce for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie to be funded by the Hotel/Motel Tax receipts.

Summary
The proposed agreement is a renewal. The term of the agreement is for one year, October 1, 2010 through September 30, 2011. The City of Guthrie levied a four percent (4%) hotel/motel excise tax upon the gross proceeds or receipts derived from all rent for every occupancy of a room or rooms in a hotel and motel and other sleeping accommodations in the City of Guthrie. The City of Guthrie has determined it is necessary and in the best interest of the City to transfer to the Chamber two-thirds (2/3) of the proceeds to be used solely for the purpose of encouraging, promoting, fostering and administrating the tourism development of the City of Guthrie.

Funding Expected	____ Revenue	X Expenditure	____ N/A
Budgeted	X Yes	____ No	____ N/A
Account Number	45-45-00-6367	**Amount**	$73,000
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 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 Guthrie Chamber of Commerce, an Oklahoma not-for-profit corporation (hereinafter referred to as "Chamber"), party of the second part.

WITNESSETH:

WHEREAS, the qualified electors of the City of Guthrie, Oklahoma, have heretofore approved the levy of a four percent (4%) hotel/motel excise tax upon the gross proceeds or gross receipts derived from all rent for every occupancy of a room or rooms in a hotel and motel and other sleeping accommodations in the City; and

WHEREAS, the City previously entered into an agreement with the Guthrie Convention and Visitor's Bureau, Inc., to administer the revenues generated by the hotel/motel tax for the purpose of promoting the tourism industry in Guthrie, Oklahoma; and

WHEREAS, the Guthrie Convention and Visitor's Bureau, Inc. has been absorbed by the Chamber, acting as a subsidiary body of the Chamber, subject and subordinate to the actions of the Board of Directors of the Chamber; and

WHEREAS, the Chamber is an Oklahoma not-for-profit corporation created for the purpose of promoting and fostering commerce and tourism in Guthrie, Oklahoma; and

WHEREAS, the Chamber has agreed to assume the function and responsibility for the administration of such revenues to be devoted to tourism development in the City of Guthrie, previously held by the Bureau; and

WHEREAS, the governing body of the City of Guthrie has determined it is necessary and in the best interest of the City to transfer to the Chamber, pursuant to the terms of a written agreement, the remaining two-thirds (2/3) of the proceeds derived from the aforesaid hotel/motel excise tax levy to be used solely for the purpose of encouraging, promoting, fostering and administrating the tourism development of the City.

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

1. TERM:

a. This agreement shall be effective from October 1, 2010 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, at the option of the City Council, be extended by simple majority vote of the City Council of the City.

2. CANCELLATION:

a. This Agreement may be canceled at any time during its term by simple majority vote of the City Council of the City, for any of the following conditions:

1) Failure of the Chamber to comply with any of the conditions of this Agreement or the use of any of the tax proceeds paid hereunder by the Chamber for any purpose other than that expressly provided herein;

2) When and in the event the Chamber may dissolve, disband or becomes a debtor in bankruptcy or is insolvent;

3) Any illegal activity conducted or sponsored by the Chamber;

4) Misrepresentation by the Chamber to a third party of any services available through the City or The Guthrie Public Works Authority, beyond those specifically authorized by the City; or

5) Failure to prepare, or cause to be prepared, and to file in a timely manner with the City Manager any financial information, reports or audits required under this agreement or requested by the City.

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, and all funds paid over to the Chamber by the City, which are unearned, shall be pro-rated and refunded to the City.

3. CITY REPRESENTATION:

a. The City shall be represented at the Chamber by City's appointees selected in any manner deemed appropriate by the City.

b. The City shall be represented at the Chamber by a number of voting members equal to the greatest number of voting members representing any other organization, group or individual concern, providing that the minimum number of City voting members shall not be less than two (2). The number of City representatives shall be increased proportionately in the event the number of Chamber Board Directors increases.

4. FINANCIAL SUPPORT:

a. The City shall maintain a minimum balance of five hundred dollars ($500.00) at all times in its hotel/motel tax receipts account. The City shall pay to the Chamber the remaining two-thirds (2/3) of the total receipts actually derived by the City from the levy of a four percent (4%) hotel/motel tax levy during the preceding three (3) month period during the term of this agreement less the aforesaid minimum balance of five

hundred dollars ($500.00), to be paid in four (4) quarterly installments. Installments shall be payable on a quarterly basis in the following months:

1st Quarter	February
2nd Quarter	May
3rd Quarter	August
4th Quarter	November

b. (1) It is expressly agreed between the parties hereto that all tax proceeds paid by the City to the Chamber shall be used solely for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie, Oklahoma, as approved and authorized by the qualified electors of the City.

(2) It is also expressly agreed that any supplemental funding that may be provided to the Chamber by the City will be subject to the terms of this Agreement.

c. The Chamber agrees that all funds received by it from the City representing revenues from the hotel/motel tax shall be deposited and maintained in a separate account from the general operating funds of the Chamber, and that such funds shall not be commingled with any other revenues of the Chamber.

d. The Chamber shall submit to the City, in writing, the following items:

(1) in January of each year, an annual budget, which shall include Chamber organizational goals and objectives for the upcoming year and actual accomplishments from the previous fiscal year,

(2) in July of each year, a marketing plan outlining the Chamber's use of funding under this Agreement,

(3) quarterly reports to the City Council of the City of Guthrie as to its financial condition, projects status and progress towards achieving goals and objectives. This report shall include a certification that all funds received from the City were expended for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie, Oklahoma, and administering a program to accomplish the same.

(4) The Chamber will provide the City quarterly a copy of the hotel/motel tax check register showing to whom hotel/motel funds were paid and in what amount.

e. The Chamber agrees to provide all necessary documentations to the City Manager for an annual review of all funds paid to Chamber by the City. Should for any reason the Chamber disband or dissolve, or the City exercise its rights under Section 2 of this Agreement, then and in either event the Chamber shall provide a final audit as hereinabove described.

f. In order to clarify what are allowable overhead expenditures out of hotel/motel tax funds it is agreed that Chamber may use twenty-five percent

(25%) of the funds received for overhead. Overhead includes managerial administration, accounting, audit, equipment lease, gas, electric, memberships, dues, rent, supplies, and window cleaning. The remaining seventy-five percent (75%) of the funds shall be used for promotion of tourism only. Promotion shall include advertising, reasonable amounts for conferences and seminars, familiarization tours, postage and direct mail, two-thirds (2/3) of telephone direct line, 1-800 telephone, trade shows, reasonable travel, and website development.

5. INDEMNIFICATION:

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

IN WITNESS WHEREOF, the parties have set their hands to this 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 Secretary and signed and executed by the President of the Guthrie Chamber of Commerce, who is not a member of the City Council, and attested by the Secretary to the Chamber, both in duplicate.

CITY OF GUTHRIE, OKLAHOMA

_____
Mayor

ATTEST: (Seal)

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

GUTHRIE CHAMBER OF COMMERCE

_____
Board President

ATTEST: (Seal)

_____
Secretary

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CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	October 19, 2010	Wanda Calvert
X GPWA		City Clerk/Treasurer
___ Other: _____		

Agenda Item
Consider approval of Audit Engagement Letter with Arledge & Associates, P.C. to provide auditing services for FY 2010.

Summary
Arledge & Associates has been the City of Guthrie auditors since the FY 2004 audit. The proposed Audit Engagement Letter is basically the same as last year and does not include performing a single audit. If a single audit is required (expenditures from federal awards exceed $500,000), then a change order will be negotiated to perform the additional services. The proposed fee has been increased $800 for a total not to exceed $17,000 which is inclusive of out-of-pocket costs.

Funding Expected	___ Revenue	X Expenditure	___ N/A
Budgeted	X Yes	___ No	___ N/A
Account Number	01-01-00-6330	**Amount**	$17,000 in FY 2010
Legal Review	___ N/A	X Required	Completed Date: 10-12-2010
Mayor's Appt.	___ Yes	X No	

Supporting documents attached
- Audit Engagement Letter

Recommendation
Staff recommends approval.

Action Needed	___ Public Hearing	X Motion	___ Emergency Clause

a² Arledge & Associates, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

FY-2010 Audit Engagement Letter

September 30, 2010

City of Guthrie, Oklahoma
Guthrie, Oklahoma

We are pleased to confirm our understanding of the services we are to provide the City of Guthrie, Oklahoma (the "City") for the year ended September 30, 2010. We will audit the modified cash basis financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2010. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Budgetary Comparison Schedules

2) Management's Discussion & Analysis

Supplementary information other than RSI also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1) Schedule of Expenditures of Federal and State Awards

2) Combining Statements and Schedules

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes

and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design

the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit when documents become available for our review and to issue our reports in a timely manner when our fieldwork is completed. Andy Cromer is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will be $17,000 which is inclusive of out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes delinquent and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. This fee is based on the assumption that the City did not have any significant expenditures of federal funding during the year. If additional time is necessary due to our required compliance testing regarding federal funding, or for other unanticipated reasons, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also you have indicated that the entity has competent personnel in key financial positions and there

has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

To the extent that you utilize outside consultants to supplement your accounting and finance department and produce various schedules and reports, please note that by virtue of signing this document you have indicated that their work will be timely and reliable. Should we find that their work is other than timely and/or reliable, we will negotiate an Addendum to the Engagement Letter and determine a new engagement fee and payment arrangement before we issue our final report.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review accompanies this letter.

We appreciate the opportunity to be of service to the City of Guthrie, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,

Arledge & Associates, P.C.

Arledge & Associates, P.C.

This letter correctly sets forth the understanding of the City of Guthrie, Oklahoma.

By: _____

Title: _____

Date: _____

Jayna Vaughn, P.C.

Certified Public Accountant *819 Walnut • Duncan, Oklahoma 73533 • (580) 252-6190*

To the Owners
John M. Arledge & Associates, PC

We have reviewed the system of quality control for the accounting and auditing practice of John M. Arledge & Associates, PC (the firm) in effect for the year ended May 31, 2007. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting practice with emphasis on higher-risk engagements. The engagements selected included, among others, audits of engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting practice of John M. Arledge & Associates, PC in effect for the year ended May 31, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

As is customary in a system review, we have issued a letter under this date that sets forth comments that were not considered to be of sufficient significance to affect the opinion expressed in this report.

Jayna Vaughn, PC

Jayna Vaughn, PC
November 1, 2007

CPA America Counts on CPAs

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	October 19, 2010	Rene Spineto
____ GPWA		
____ Other: _____		

Agenda Item
Consider approval of Ordinance 3215 amending Chapter Four, Article Nine of the City of Guthrie Code of Ordinances, entitled Sign and Awning Ordinance, providing for severability and repealer, and declaring an emergency.

Summary

Signs constitute a separate and distinct use of the land upon which they are placed and affect the use of adjacent streets, sidewalks, and other public places and adjacent private places open to the public. The unregulated construction, placement and display of signs constitute a public nuisance to the residents of the city.

The purpose of this ordinance is to establish reasonable and impartial regulations for all exterior signs, not in the Historic District. Staff met with the Guthrie Planning Commission on numerous occasions to compose the Sign Ordinance and heard presentations by two sign vendors to gain a detailed understanding of current trends in the sign industry. This Ordinance includes a provision that signs located within 1,000 feet of Interstate 35 are allowed to be 50 feet high and 100 square feet in size.

The result of this Ordinance will reduce the traffic hazards caused by such unregulated signs which may distract and confuse and impair the visibility of motorists, ensure the effectiveness of public traffic signs, protect property values by ensuring the compatibility of property with that surrounding it , provide an attractive visual environment throughout the city, and protect the character and appearance of various neighborhoods in the city.

Funding Expected	x Revenue	____ Expenditure	____ N/A		
Budgeted	____ Yes	____ No	____ N/A		
Account Number	_____	**Amount**			
Legal Review	____ N/A	x Required	Completed Date:	8-17-10	
Mayor's Appt.	____ Yes	x No			

Supporting documents attached:
- Ordinance 3215, Signs and Awnings

Recommendation:
Staff recommends approval.

Action Needed ____ Public Hearing x Motion x Emergency Clause

ORDINANCE # 3215

AN ORDINANCE AMENDING CHAPTER FOUR, ARTICLE NINE, OF THE GUTHRIE CITY ORDINANCES, TITLED SIGNS AND AWNINGS, PROVIDING FOR SEVERABILITY AND REPEALER, AND DECLARING AN EMERGENCY.

ARTICLE 9: SIGNS and AWNINGS

§4-165 PURPOSE OF ORDINANCE

(A) Signs constitute a separate and distinct use of the land upon which they are placed and affect the use of adjacent streets, sidewalks, and other public places and adjacent private places open to the public. The unregulated construction, placement and display of signs constitute a public nuisance detrimental to the health, safety, convenience, and welfare of the residents of the city.

(B) The purpose of this ordinance is to establish reasonable and impartial regulations for all exterior signs and those interior signs designed to attract the attention of persons located outdoors. The result of this Ordinance will reduce the traffic hazards caused by such unregulated signs which may distract and confuse, and impair the visibility of motorists and pedestrians; ensure the effectiveness of public traffic signs and signals; protect property values by ensuring the compatibility of property with that surrounding it; provide an attractive visual environment throughout the city; protect the character and appearance of various neighborhoods in the city; attract tourists to the city; protect the public investments in streets, highways, and other public improvements; and protect and improve the public health, safety and general welfare.

(C) The regulations contained in the ordinance advance these significant government interests and are the minimum amounts of regulation necessary to achieve them.

§ 4-166 APPLICABILITY

(A) All signs not specifically exempted herein shall comply with the provisions of this Chapter and all other applicable provisions of other regulations of the City.

(B) Nothing in this Ordinance shall supersede Historical Preservation Ordinance #3075.

§ 4-167 AWNING SUPPORTS; HEIGHT AND WIDTH.

All awnings within the fire limits of the city shall have metal supports from above with frames made of either iron, aluminum or wood with cloth, canvas, or metal covering, the lower part of the covering where it extends across or over the sidewalk, shall be at least eight feet above the same provided that no awning shall exceed eight feet in depth from the building.
(`90 Code, § 4-66) (Ord. 2929, passed 2-19-91)

§ 4-168 UNSAFE AWNINGS

If any awning within the fire limits of the city shall, by reason of its construction or use or from decay or any other cause, be reported to be dangerous or unsafe so as to endanger life, limb or property, it shall be the duty of the Authority having jurisdiction to immediately inspect the awning or structure, and if he or she deems the same dangerous and unsafe, he or she shall cause the same to be made safe, removed or destroyed in the same manner and according to the same procedure provided by the article relating to unsafe structures. (`90 Code, § 4-67)

§ 4-169 SIGNS OVER SIDEWALKS.

Projecting signs from horizontal standards mounted perpendicular to the building may be installed with the following restrictions:

(A) No sign may project more than four (4) feet from a building or less than eight (8) feet above the surface level of the sidewalk or lot.

(B) Signs on two story buildings may not extend vertically above the sills of the lowest second floor windows.

(C) Signs on one story buildings may not extend above the cornice line.

§4-170 SIGN PERMIT REQUIRED

(A) Unless otherwise provided in this Chapter, it shall be unlawful to construct, modify, or relocate any sign without first obtaining a sign permit.

(B) No signs shall be constructed unless it complies with all applicable ordinances and codes, including, but not limited to the Electrical and Building Codes. Non-conforming signs that become damaged or destroyed, if re-built, must conform to the standards of this Ordinance.

(C) A sign permitted as a business sign shall not be changed to an outdoor advertising sign.

§4-171 DEFINITIONS

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Advertising Devices* means banners or streamers affixed to poles, wires, or ropes, wind operated devices, flashing lights, and other similar contrivances.

(2) *Back-to-Back Sign* means an advertising structure with two closely located signs which faces in opposing directions, spaced less than ten (10) feet apart at the point of shortest measurement.

(3) *Banner Sign* means a sign with characters, letters, or illustrations applied to a flexible material intended to be hung, suspended, or otherwise attached without a rigid framework.

(4) *Bench Sign* means a sign incorporated into the seat or back of a bench which is intended to be sat on by customers. Signs typically include one or more off-premise advertisements.

(5) *Business Sign* means any display, device, figure, plaque, poster, billboard, or sign maintained or used to advertise or inform or to direct the attention of the public to a business or activity conducted upon the premise upon which such sign is located or to a product or service sold or rendered thereon.

(6) *Face* means that area of a business sign containing the advertising information, painting, drawing, or message intended or used to advise or inform, and excluding trim and supports.

(7) *Face of Building* means the total area of the main wall of a building, including windows, doors, and openings, that abuts the front yard of a building or walls that are located on the front property line. On corner lots the face of the building shall include main walls facing the front yard and side yard or main walls fronting on all front and side property lines.

(8) *Flashing Signs* means any sign, the illumination of which is not constant in intensity when in use except illuminated signs which indicate the date, time, or temperature, or other public safety information displayed by or at the direct request of city, county, state, or federal agency shall not be considered a flashing sign.

(9) *Marquee Sign* means any sign affixed to a marquee over the entrance or on the face of a building and supported from the building.

(10) *Moving Sign* means any sign which moves or has moving parts other than parts which indicate time, temperature; or other than moving devices which provide needed public service information.

(11) *Off-Premise Sign* means a sign which directs the attention of the public to a business or activity conducted or product or service sold or offered at a location not on the same premises where such business sign is located.

(12) *Outdoor Advertising Sign* means any display, device, figure, plaque, poster, billboard or sign maintained or used to advertise, promote, or direct attention of the public to a business or activity other from that conducted upon the premises upon which such sign is located.

(13) *Post Sign* means any business sign which is not attached to a building but is supported by braces, post, or by any other means than by attachment to a building support.

(14) *Premises* means an area under a single ownership or a single lease, no part of which is separated from the other by any land under a different ownership or lease agreement.

(15) *Project sign* means a sign or signs displaying the name of a shopping center and/ or tenants occupying space within a shopping center.

(16) *Projecting Sign* any sign which is firmly attached to a building and extends outward from the building.

(17) *Roof Sign* means any sign painted, erected, constructed, or maintained upon the roof of any building.

(18) Sign means an identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a building, structure, or land and which directs attention to a product, place, activity, person, institution, or business.

(19) *Sign Area* means the entire area of the actual message or copy area. It shall include decorative trim or embellishments but shall not include structural elements outside the limits of such display surface and not forming an integral part of the display. On all signs, all faces shall be counted in computing the sign area. See page 6, #4-174 B(3)

(20) *Street or Highway Frontage* means the distance along any one side of any public street or highway, street or alley, measured along the right-of-way line or parallel to the normal right-of-way line where the right-of-way line is not fixed.

(21) *Wall Sign* means any sign which is painted on or firmly attached to a wall of any building and which does not extend beyond the building more than twelve (12) inches.

§4- 172 PROHIBITED SIGNS

(A) The following signs are hereby prohibited within the City of Guthrie:

(1) Off-premise signs, including billboard signs.

(2) Signs erected in violation of the City's building, electrical, or sign codes.

(3) Portable signs, except those allowed as temporary signs. Any sign so designated as to be removable from one location to another and not permanently attached to the ground or any immobile structure, whose primary function during a specific time is to provide advertisement for products or directing people to a business or activity located on the premise.

(4) Roof Signs.

(5) Signs attached to or painted or drawn on any utility pole, curb, sidewalk, light post, hydrant, rock, bench, bridge, fence, highway marker, highway regulatory sign or mailbox on public property.

(6) Signs illuminated to such an intensity or brightness as to cause glare or impair vision. Lighting shall be shielded upward to prevent light from being directed at

any portion of a traveled roadway or an occupied residential area. This requirement shall not apply to internally lit signs with a lighting intensity of less than 100 foot lamberts(candles). No illuminated sign shall be erected within 50 feet of other property in a Residential District or PUD Designated Residential Development Area if visible from such District or Area.

(7) Signs erected in the public right-of-way.

(8) Signs on vehicles used as an on premise advertising sign.

(9) Banner signs, except those allowed in section 4-174 as temporary signs.

(10) Any sign which may interfere with the view of or be confused with any traffic control sign, signal or device, or any sign which may interfere with, mislead or confuse traffic, or reduce visibility at any street intersection.

(11) Signs for businesses that are no longer operating.

(12) Digital displays may be permitted only if the images remain constant for a period of time not less than 6 seconds and the transitions appear instantaneous; and signs with scrolling text shall be allowed provided the length of the message does not exceed 6 seconds.

(13) Signs erected in, projecting into, or otherwise located or placed in the public right-of-way except those placed by agencies of government or those that may be allowed in the Historic District.

(14) Outdoor Advertising Signs, including billboards, and on fences.

(15) Signs with structures larger than is reasonably necessary to support the sign.

(B) Portable trailer signs may be used by non-profit organizations but shall only be utilized and visible to the public two days prior to an event, during the event and shall be removed from sight one day after an event. In no event shall any portable trailer sign remain visible to the public for any continuous period in excess of 14 days.

(C) Legally nonconforming billboard signs are signs which are lawfully erected and maintained prior to the enactment of this section and any amendments thereto and which do not conform to all the applicable regulations and restrictions of this code.

§4-173 GENERAL USE CONDITIONS FOR BUSINESS SIGNS

On Premise Signs; Business Signs

(A) Maximum area allowable: The number of signs, total area of all sign faces, location and design standards, on any lot or any street frontage must adhere to the following restrictions:

(1) For lots less than one hundred fifty (150) feet wide, the total area for all signs on the premises pertaining to any one (1) business shall not exceed four hundred eighty (480) square feet.

(2) For lots one hundred fifty (150) feet wide or greater, the total area of all signs on the premises pertaining to any one (1) business shall not exceed six hundred (600) square feet.

(3) For lots larger than five (5) acres with one (1) frontage greater than three hundred (300) feet, the total area of all signs on the premises pertaining to one (1) business shall not exceed one thousand (1,000) square feet.

(B) Display Surface Area

(1) Ground Signs.

(a) Area allowable: The greater of forty-eight (48) square feet or one (1) square foot per linear foot of street frontage up to fifty (50) square feet per side and one hundred (100) square feet total for all sides at the setback line.

(b) Area allowable increase: for every one (1) foot that a sign sits behind the set back line, add to area allowable one (1) square foot per side up to sixty (60) square feet per side and one hundred twenty (120) square feet total for all sides.

(c) Frontage: one (1) sign per street frontage

(d) Height allowable: twenty-five (25) feet at setback line.

(e) Height allowable increase: for every six (6) feet that the sign sits behind setback line, add to allowable one (1) foot in height up to thirty (30) feet.

(f) Additional Ground Sign: For lots which are zoned commercial, and lie within 1,000 feet of I-35, one additional accessory ground sign may be erected. The additional sign can have a maximum height of 50 feet, and the maximum square footage cannot exceed 100 square feet. No such sign may be constructed closer to the boundary line of any residentially zoned property than a distance equal to four times the height of the sign.

(2) Wall Signs.

The display surface area of a Wall Sign is the sum of the area of the minimum imaginary rectangles enclosing each word attached to any particular façade.

(a) Area allowable: The greater of forty-eight (48) square feet or one (1) square foot per lineal foot of frontage up to one hundred (100) square feet. For one (1) business in a building larger than thirty thousand (30,000) square feet on a lot greater than three (3) acres, the allowable wall signage for each building frontage shall be one (1) square foot per linear foot of building frontage up to four hundred (400) square feet.

(b) Area allowable increase: For every one (1) foot that a sign sits behind the setback line, add to area allowable one (1) square foot, up to one hundred (100) square feet.

(c) Height allowable: The minimum height for wall signs is eight (8) feet above a walkway and fifteen (15) feet above a drive surface.

1. The maximum height allowable shall not be higher than the eave or rafter line (top) of the wall on which the sign is located, whichever is higher.
2. Location: wall signs shall be located on a vertical surface of the building.
3. Projection: maximum projection of wall signs from the building shall be no greater than fifteen (15) inches. The end panels of such signs shall contain no item of information and shall not be counted in the computed sign area.

(3) Double or Multi-faced Signs.
All sides of a sign imprinted with a message or logo shall be calculated in the total sign area calculation.

(4) Projecting Signs: Allowed if the front of the structure is within four (4) feet of less of the right-of-way. They are not allowed if a ground sign is used.
(a) Area Allowable: The greater of thirty-two (32) square feet or one (1) square foot per linear foot of frontage up to forty (40) square feet per side and eighty (80) square feet total for all sides at the setback line
(b) Signs on two story buildings may not extend above the sills of the second floor windows.
(c) Signs on one story buildings may not extend above the cornice line.
(d) No Projecting Sign shall extend closer than two feet to the curb line or edge of pavement.

(C) Multiple Signs in a Single Structure.
When a business has more than one sign on a single structure, the sign area is to be calculated by the individual geometric shapes of each sign.

(D) Shopping centers shall not exceed two (2) square feet of signage for every 100 square feet of Gross Leasable Area (GLA) within the shopping center.

(1) Wall signs shall not exceed an aggregate Display Surface Area of more than one (1) square feet per each linear foot of building wall to which the sign or signs is attached.

(E) Sign Illumination
(1) Signs may be illuminated which comply with the following conditions and any other applicable ordinances.
a. All lighting used for the illumination of a sign shall be shielded so that the beams or rays of the light will not shine directly onto surrounding areas
b. Signs shall not be erected which contain, include or are illuminated by any flashing, intermittent, revolving or moving light.
c. No sign shall be illuminated so that it interferes with the effectiveness or obscures any official traffic sign, device, or signal, or imitates or may be

confused with any such official traffic sign, device or signal, neither shall it be permitted to have beams or rays directed on any portion of the traveled ways and be of such intensity or brilliance to cause glare or impair the vision of the driver of any motor vehicle or which otherwise interferes with any driver's operation of a motor vehicle.

d. Illumination shall not exceed three hundred (300) total foot lamberts of luminance.

(F) Digital Signs

(1) Digital signs, automated changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs or signs with movement shall be subject to the following limitations:

a. No such sign shall be located within fifty (50) feet of the driving surface of a signalized intersection. The fifty (50) feet shall be measured in a straight line from the nearest point on sign structure to the nearest point of the signalized intersection.

b. No such sign shall be located within twenty (20) feet of the driving surface of a street. The twenty (20) feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of the street curb, or edge of the traveled roadway marked or understood as such.

c. No such sign, if visible from a Residential Zoning District other than street, highway or freeway right-of-way, or if visible from a designated residential development area, shall be located within two hundred (200) feet of such district or area. The two hundred (200) feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of an R zoning district or Residential development area boundary line.

d. No such sign shall exceed an illumination of seventy (70) foot candles measured at a two (2) foot distance.

e. No such digital sign shall display an illuminative brightness exceeding five hundred (500) NITs at any time between one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise or six thousand five hundred (6,500) NITs between one-half (1/2) hour before sunrise until one half (1/2) hour after sunset.

f. No such digital sign shall display an illuminative brightness of such intensity or brilliance that it impairs the vision or endangers the safety and welfare of any pedestrian, cyclist, or person operating a motor vehicle.

g. Not such digital sign shall resemble or simulate any warning or danger signal, or any official traffic control device, sign, signal or light.

h. No such digital sign shall be permitted to operate unless it is equipped with:

1. A default mechanism that shall freeze the sign in one position of static message if a malfunction occurs; and
2. A mechanism able to automatically adjust the display's illuminative brightness according to natural ambient light conditions by means of a light detector/photo cell by which the sign's brightness shall be dimmed.

(G) Maximum Number of Signs.
Except for wall signs and exempt signs, the maximum number of business signs per lot of record shall be as follows:

(1) Individual Lot - Single Business: Only one (1) ground sign shall be permitted per tract ownership, except:

(a) When there is a single ownership fronting on two (2) streets, not to include alleys or driveways; one (1) additional sign may be permitted if spaced at least 300 feet apart.

(b) Or when there is a single ownership on a contiguous lot with frontage in excess of 600 feet, one (1) additional sign shall be permitted with at least 300 feet minimum separation between signs

(2) Shopping Centers. A building or group of buildings which share a common parking facility and/or drive approaches shall place signs on a common Project Sign(s). Only one (1) Project Sign shall be allowed except:

(a) When there is a frontage on two (2) streets, not to include alleys or driveways; one additional sign may be permitted if spaced at least 300 feet apart

(b) Or when there is frontage in excess of 600 feet, one (1) additional sign shall be permitted with at least 300 feet minimum separation between signs.

(3) Free Standing Single Tenant at Shopping Centers:

(a) When free-standing buildings are located at shopping center locations, either as individually owned properties, or lease sites, the free standing buildings shall be considered part of the group of buildings in the shopping center. Ground signs for these occupancies may be permitted on the shopping center project sign.

(b) There shall be only one (1) ground sign per free standing single tenant building per occupancy or ownership.

(H) Maximum Sign Height and Location

(1) The maximum permitted sign height shall be measured from the average level of the grade below the sign to the topmost point of the sign or sign structure.

(2) Except or unless otherwise provided herein no sign or sign structure shall exceed a maximum permitted height of thirty (30) feet.

(3) Any sign or sign structure located within 1,000 feet of the right-of-way line of an Interstate Highway may be erected to a height of not more than fifty (50) feet

above grade level of such thoroughfare at the point thereon nearest such sign or sign structure.

(4) No sign or sign structure shall be erected to a height greater than the horizontal distance from such structure to the nearest other property or right-of-way.

(5) Business signs, including projecting signs and ground signs, must maintain a minimum separation of thirty (30) feet from other business signs

(l) Setbacks

(1) Approved signs with a Display Surface Area of less than 300 square feet must be erected at least 150 feet from any Residential Zoning District.

(2) Signs with a Display Surface Area larger than 300 square feet, which are visible from a Residential Zone other than a street, highway, or freeway right-of-way or if visible from a Designated Residential Development Area, must be set back at least 300 feet from such Zone or Area.

(3) Signs shall be set back a minimum distance of ten (10) feet from a freeway right-of-way

§4-174 TEMPORARY SIGNS

Temporary Signs shall not require a sign permit, but will require registration at the Planning Department prior to their use or display. The registration shall state when the signs will first be displayed and when they will be removed. Temporary Signs will be regulated further as follows:

(A) No off-site temporary signs are allowed.

(B) Temporary public interest signs, including portable signs, inflatables, wind operated devices and banners, announcing activities or other events of a public, civic, philanthropic or religious organization, shall be subject to the following:

(1) Signs shall be a maximum size of fifty (50) square feet.

(2) Only one (1) such sign shall be allowed per tract ownership per street frontage

(3) No temporary sign shall be located within 100 feet of another temporary sign.

(4) Temporary signs shall be permitted for a maximum period of thirty (30) days, and no additional temporary sign shall be permitted on the same tract for a period of thirty (30) days after removal of the previous sign. Upon expiration, the sign

along with any straps, ties, stakes, t-posts, or any other items installed for the placement of the sign must be removed.

(5) Temporary Signs must meet all other requirements of this Sign Code.

(C) Fence Signs are prohibited; however, advertising signs may be permitted at athletic fields owned and operated by tax-exempt, nonprofit organizations, as follows: At baseball fields, signs may be hung or painted on the outfield fences, so that the signs face only inward toward the playing field; at other athletic fields, signs may be displayed so long as the sign content cannot be discerned by persons passing by the outside of the stadium or field. No such sign shall extend beyond the dimensions of the fence to which it is attached.

(D) Political Signs

(1) Duration: Political signs must be removed five (5) days after the election. Political signs cannot be placed more than 60 days in advance of an election.

(2) Location:

a. Public locations: Political signs shall not be placed within any park, boulevard, street, parkway, median, public right-of-way, or easement under the control of or maintained by the City of Guthrie.
b. Private locations: Signs may be placed on private property only with the owner's permission. Signs must be placed on the house-side of the sidewalk. If no sidewalk exists, the signs must be placed either at least fifteen (15) feet from the curb or street edge, or outside of the street right-of-way, whichever is greater.
c. Historic District: political signs to be placed in the Historic District must conform to Historic Preservation Sign Guidelines, in accordance with Historic Preservation Ordinance #3075.

(3) Disposal: any signs found in violation shall be collected by the Code Enforcement Department and disposed of.

(4) Size: political signs in Commercial and Industrial Zones shall not exceed fifty (50) square feet in size. Political signs in Residential Zones shall not exceed 24" x 30" in size.

(E) Grand Opening Signs shall not be displayed more than fifteen (15) days.

(F) Real Estate Signs

a. Real Estate For Sale signs are allowed and must be removed within fifteen (15) days after the premises are rented, leased or sold.
b. On and off-premise Home For Sale and Open House signs are subject to the following:
    i. Open House signs shall not be placed more than 24 hours in advance and shall be removed immediately following the event.
    ii. Signs shall not exceed twenty-four (24) inches by thirty (30) inches in size, nor shall they be installed more than four (4) feet above grade.

iii. Signs shall have a minimum separation of twenty-five (25) feet and signs for any one advertiser must be at least 200 feet apart.
iv. Signs shall not be located in the public right-of-way.
v. Signs shall not be located more than three (3) miles from the subject property.
vi. Signs shall be rigid, two-dimensional displays.
vii. Written permission shall be obtained from owners of property where the sign is located. Only one directional sign shall be allowed on any property.

c. Subdivision directional signs will be subject to the following:
i. Signs shall be a maximum size of thirty-two (32) square feet.
ii. Signs must be placed upon unimproved property with the permission of the owner.
iii. Signs must be placed at least 100 feet from any other subdivision or developer signs.
iv. Signs may be erected for a maximum of one (1) year unless additional one-year approval is given by the Board of Adjustment. A maximum of two (2) one-year approvals shall be permitted by the Board of Adjustment.
v. Signs shall meet all requirements of the Sign Code, including permitting requirements.

§4-175 EXEMPTED SIGNS

(A) Tablets built into the wall of a building or other structure and used for inscriptions, memorial tablets or for similar purposes.

(B) Legal notices.

(C) All signs not visible from off the property.

(D) Signs on vehicles or trailers, provided, however, signs on vehicles or trailers used or intended to be used as on-premise signs are prohibited.

4-176 VIOLATIONS

Any owner or person otherwise in possession or control who violates any provision of this article by doing any act prohibited or declared to be unlawful thereby, or declared to be a nuisance, an offense or misdemeanor thereby, or who fails to do any act required by any provision, or who fails to do any act when the provision declares the failure to be unlawful or to be an offense or misdemeanor, or who violates any legal order or regulation made pursuant to this article, is guilty of an offense, and upon conviction thereof, shall be punished by a fine of not more than $500.00 per violation. Each day upon which a violation continues shall be deemed a separate offense.

§4-177 SAVINGS CLAUSE
If a sentence, section, or any part of this article shall be deemed unconstitutional or void, such action shall not affect the remaining parts of this article.

§4-178 REPEALER
All ordinances or parts of ordinances or resolutions in conflict are hereby repealed to the extent of such conflict.
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 sign 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

ORDINANCE # 3215

AN ORDINANCE AMENDING CHAPTER FOUR, ARTICLE NINE, OF THE GUTHRIE CITY ORDINANCES, TITLED SIGNS AND AWNINGS, PROVIDING FOR SEVERABILITY AND REPEALER, AND DECLARING AN EMERGENCY.

ARTICLE 9: SIGNS and AWNINGS

§4-165 PURPOSE OF ORDINANCE

(A) Signs constitute a separate and distinct use of the land upon which they are placed and affect the use of adjacent streets, sidewalks, and other public places and adjacent private places open to the public. The unregulated construction, placement and display of signs constitute a public nuisance detrimental to the health, safety, convenience, and welfare of the residents of the city.

(B) The purpose of this ordinance is to establish reasonable and impartial regulations for all exterior signs and those interior signs designed to attract the attention of persons located outdoors. The result of this Ordinance will reduce the traffic hazards caused by such unregulated signs which may distract and confuse, and impair the visibility of motorists and pedestrians; ensure the effectiveness of public traffic signs and signals; protect property values by ensuring the compatibility of property with that surrounding it; provide an attractive visual environment throughout the city; protect the character and appearance of various neighborhoods in the city; attract tourists to the city; protect the public investments in streets, highways, and other public improvements; and protect and improve the public health, safety and general welfare.

(C) The regulations contained in the ordinance advance these significant government interests and are the minimum amounts of regulation necessary to achieve them.

§ 4-166 APPLICABILITY

(A) All signs not specifically exempted herein shall comply with the provisions of this Chapter and all other applicable provisions of other regulations of the City.

(B) Nothing in this Ordinance shall supersede Historical Preservation Ordinance #3075.

§ 4-167 AWNING SUPPORTS; HEIGHT AND WIDTH.

All awnings within the fire limits of the city shall have metal supports from above with frames made of either iron, aluminum or wood with cloth, canvas, or metal covering, the lower part of the covering where it extends across or over the sidewalk, shall be at least eight feet above the same provided that no awning shall exceed eight feet in depth from the building.
('90 Code, § 4-66) (Ord. 2929, passed 2-19-91)

§ 4-168 UNSAFE AWNINGS

If any awning within the fire limits of the city shall, by reason of its construction or use or from decay or any other cause, be reported to be dangerous or unsafe so as to endanger life, limb or property, it shall be the duty of the Authority having jurisdiction to immediately inspect the awning or structure, and if he or she deems the same dangerous and unsafe, he or she shall cause the same to be made safe, removed or destroyed in the same manner and according to the same procedure provided by the article relating to unsafe structures. (`90 Code, § 4-67)

§ 4-169 SIGNS OVER SIDEWALKS.

Projecting signs from horizontal standards mounted perpendicular to the building may be installed with the following restrictions:

(A) No sign may project more than four (4) feet from a building or less than eight (8) feet above the surface level of the sidewalk or lot.

(B) Signs on two story buildings may not extend vertically above the sills of the lowest second floor windows.

(C) Signs on one story buildings may not extend above the cornice line.

§4-170 SIGN PERMIT REQUIRED

(A) Unless otherwise provided in this Chapter, it shall be unlawful to construct, modify, or relocate any sign without first obtaining a sign permit.

(B) No signs shall be constructed unless it complies with all applicable ordinances and codes, including, but not limited to the Electrical and Building Codes. Non-conforming signs that become damaged or destroyed, if re-built, must conform to the standards of this Ordinance.

(C) A sign permitted as a business sign shall not be changed to an outdoor advertising sign.

§4-171 DEFINITIONS

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Advertising Devices* means banners or streamers affixed to poles, wires, or ropes, wind operated devices, flashing lights, and other similar contrivances.

(2) *Back-to-Back Sign* means an advertising structure with two closely located signs which faces in opposing directions, spaced less than ten (10) feet apart at the point of shortest measurement.

(3) *Banner Sign* means a sign with characters, letters, or illustrations applied to a flexible material intended to be hung, suspended, or otherwise attached without a rigid framework.

(4) *Bench Sign* means a sign incorporated into the seat or back of a bench which is intended to be sat on by customers. Signs typically include one or more off-premise advertisements.

(5) *Business Sign* means any display, device, figure, plaque, poster, billboard, or sign maintained or used to advertise or inform or to direct the attention of the public to a business or activity conducted upon the premise upon which such sign is located or to a product or service sold or rendered thereon.

(6) *Face* means that area of a business sign containing the advertising information, painting, drawing, or message intended or used to advise or inform, and excluding trim and supports.

(7) *Face of Building* means the total area of the main wall of a building, including windows, doors, and openings, that abuts the front yard of a building or walls that are located on the front property line. On corner lots the face of the building shall include main walls facing the front yard and side yard or main walls fronting on all front and side property lines.

(8) *Flashing Signs* means any sign, the illumination of which is not constant in intensity when in use except illuminated signs which indicate the date, time, or temperature, or other public safety information displayed by or at the direct request of city, county, state, or federal agency shall not be considered a flashing sign.

(9) *Marquee Sign* means any sign affixed to a marquee over the entrance or on the face of a building and supported from the building.

(10) *Moving Sign* means any sign which moves or has moving parts other than parts which indicate time, temperature; or other than moving devices which provide needed public service information.

(11) *Off-Premise Sign* means a sign which directs the attention of the public to a business or activity conducted or product or service sold or offered at a location not on the same premises where such business sign is located.

(12) *Outdoor Advertising Sign* means any display, device, figure, plaque, poster, billboard or sign maintained or used to advertise, promote, or direct attention of the public to a business or activity other from that conducted upon the premises upon which such sign is located.

(13) *Post Sign* means any business sign which is not attached to a building but is supported by braces, post, or by any other means than by attachment to a building support.

(14) *Premises* means an area under a single ownership or a single lease, no part of which is separated from the other by any land under a different ownership or lease agreement.

(15) *Project sign* means a sign or signs displaying the name of a shopping center and/ or tenants occupying space within a shopping center.

(16) *Projecting Sign* any sign which is firmly attached to a building and extends outward from the building.

(17) *Roof Sign* means any sign painted, erected, constructed, or maintained upon the roof of any building.

(18) *Sign* means an identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a building, structure, or land and which directs attention to a product, place, activity, person, institution, or business.

(19) *Sign Area* means the entire area of the actual message or copy area. It shall include decorative trim or embellishments but shall not include structural elements outside the limits of such display surface and not forming an integral part of the display. On all signs, all faces shall be counted in computing the sign area. See page 6, #4-174 B(3)

(20) *Street or Highway Frontage* means the distance along any one side of any public street or highway, street or alley, measured along the right-of-way line or parallel to the normal right-of-way line where the right-of-way line is not fixed.

(21) *Wall Sign* means any sign which is painted on or firmly attached to a wall of any building and which does not extend beyond the building more than twelve (12) inches.

§4- 172 PROHIBITED SIGNS

(A) The following signs are hereby prohibited within the City of Guthrie:

(1) Off-premise signs, including billboard signs.

(2) Signs erected in violation of the City's building, electrical, or sign codes.

(3) Portable signs, except those allowed as temporary signs. Any sign so designated as to be removable from one location to another and not permanently attached to the ground or any immobile structure, whose primary function during a specific time is to provide advertisement for products or directing people to a business or activity located on the premise.

(4) Roof Signs.

(5) Signs attached to or painted or drawn on any utility pole, curb, sidewalk, light post, hydrant, rock, bench, bridge, fence, highway marker, highway regulatory sign or mailbox on public property.

(6) Signs illuminated to such an intensity or brightness as to cause glare or impair vision. Lighting shall be shielded upward to prevent light from being directed at

any portion of a traveled roadway or an occupied residential area. This requirement shall not apply to internally lit signs with a lighting intensity of less than 100 foot lamberts(candles). No illuminated sign shall be erected within 50 feet of other property in a Residential District or PUD Designated Residential Development Area if visible from such District or Area.

(7) Signs erected in the public right-of-way.

(8) Signs on vehicles used as an on premise advertising sign.

(9) Banner signs, except those allowed in section 4-174 as temporary signs.

(10) Any sign which may interfere with the view of or be confused with any traffic control sign, signal or device, or any sign which may interfere with, mislead or confuse traffic, or reduce visibility at any street intersection.

(11) Signs for businesses that are no longer operating.

(12) Digital displays may be permitted only if the images remain constant for a period of time not less than 6 seconds and the transitions appear instantaneous; and signs with scrolling text shall be allowed provided the length of the message does not exceed 6 seconds.

(13) Signs erected in, projecting into, or otherwise located or placed in the public right-of-way except those placed by agencies of government or those that may be allowed in the Historic District.

(14) Outdoor Advertising Signs, including billboards, and on fences.

(15) Signs with structures larger than is reasonably necessary to support the sign.

(B) Portable trailer signs may be used by non-profit organizations but shall only be utilized and visible to the public two days prior to an event, during the event and shall be removed from sight one day after an event. In no event shall any portable trailer sign remain visible to the public for any continuous period in excess of 14 days.

(C) Legally nonconforming billboard signs are signs which are lawfully erected and maintained prior to the enactment of this section and any amendments thereto and which do not conform to all the applicable regulations and restrictions of this code.

§4-173 GENERAL USE CONDITIONS FOR BUSINESS SIGNS

On Premise Signs; Business Signs

(A) Maximum area allowable: The number of signs, total area of all sign faces, location and design standards, on any lot or any street frontage must adhere to the following restrictions:

(1) For lots less than one hundred fifty (150) feet wide, the total area for all signs on the premises pertaining to any one (1) business shall not exceed four hundred eighty (480) square feet.

(2) For lots one hundred fifty (150) feet wide or greater, the total area of all signs on the premises pertaining to any one (1) business shall not exceed six hundred (600) square feet.

(3) For lots larger than five (5) acres with one (1) frontage greater than three hundred (300) feet, the total area of all signs on the premises pertaining to one (1) business shall not exceed one thousand (1,000) square feet.

(B) Display Surface Area

(1) Ground Signs.

(a) Area allowable: The greater of forty-eight (48) square feet or one (1) square foot per linear foot of street frontage up to fifty (50) square feet per side and one hundred (100) square feet total for all sides at the setback line.

(b) Area allowable increase: for every one (1) foot that a sign sits behind the set back line, add to area allowable one (1) square foot per side up to sixty (60) square feet per side and one hundred twenty (120) square feet total for all sides.

(c) Frontage: one (1) sign per street frontage

(d) Height allowable: twenty-five (25) feet at setback line.

(e) Height allowable increase: for every six (6) feet that the sign sits behind setback line, add to allowable one (1) foot in height up to thirty (30) feet.

(f) Additional Ground Sign: For lots which are zoned commercial, and lie within 1,000 feet of I-35, one additional accessory ground sign may be erected. The additional sign can have a maximum height of 50 feet, and the maximum square footage cannot exceed 100 square feet. No such sign may be constructed closer to the boundary line of any residentially zoned property than a distance equal to four times the height of the sign.

(2) Wall Signs.

The display surface area of a Wall Sign is the sum of the area of the minimum imaginary rectangles enclosing each word attached to any particular façade.

(a) Area allowable: The greater of forty-eight (48) square feet or one (1) square foot per lineal foot of frontage up to one hundred (100) square feet. For one (1) business in a building larger than thirty thousand (30,000) square feet on a lot greater than three (3) acres, the allowable wall signage for each building frontage shall be one (1) square foot per linear foot of building frontage up to four hundred (400) square feet.

(b) Area allowable increase: For every one (1) foot that a sign sits behind the setback line, add to area allowable one (1) square foot, up to one hundred (100) square feet.

(c) Height allowable: The minimum height for wall signs is eight (8) feet above a walkway and fifteen (15) feet above a drive surface.

1. The maximum height allowable shall not be higher than the eave or rafter line (top) of the wall on which the sign is located, whichever is higher.
2. Location: wall signs shall be located on a vertical surface of the building.
3. Projection: maximum projection of wall signs from the building shall be no greater than fifteen (15) inches. The end panels of such signs shall contain no item of information and shall not be counted in the computed sign area.

(3) Double or Multi-faced Signs.
All sides of a sign imprinted with a message or logo shall be calculated in the total sign area calculation.

(4) Projecting Signs: Allowed if the front of the structure is within four (4) feet of less of the right-of-way. They are not allowed if a ground sign is used.
(a) Area Allowable: The greater of thirty-two (32) square feet or one (1) square foot per linear foot of frontage up to forty (40) square feet per side and eighty (80) square feet total for all sides at the setback line
(b) Signs on two story buildings may not extend above the sills of the second floor windows.
(c) Signs on one story buildings may not extend above the cornice line.
(d) No Projecting Sign shall extend closer than two feet to the curb line or edge of pavement.

(C) Multiple Signs in a Single Structure.
When a business has more than one sign on a single structure, the sign area is to be calculated by the individual geometric shapes of each sign.

(D) Shopping centers shall not exceed two (2) square feet of signage for every 100 square feet of Gross Leasable Area (GLA) within the shopping center.

(1) Wall signs shall not exceed an aggregate Display Surface Area of more than one (1) square feet per each linear foot of building wall to which the sign or signs is attached.

(E) Sign Illumination
(1) Signs may be illuminated which comply with the following conditions and any other applicable ordinances.

a. All lighting used for the illumination of a sign shall be shielded so that the beams or rays of the light will not shine directly onto surrounding areas
b. Signs shall not be erected which contain, include or are illuminated by any flashing, intermittent, revolving or moving light.
c. No sign shall be illuminated so that it interferes with the effectiveness or obscures any official traffic sign, device, or signal, or imitates or may be

confused with any such official traffic sign, device or signal, neither shall it be permitted to have beams or rays directed on any portion of the traveled ways and be of such intensity or brilliance to cause glare or impair the vision of the driver of any motor vehicle or which otherwise interferes with any driver's operation of a motor vehicle.

d. Illumination shall not exceed three hundred (300) total foot lamberts of luminance.

(F) Digital Signs

(1) Digital signs, automated changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs or signs with movement shall be subject to the following limitations:

a. No such sign shall be located within fifty (50) feet of the driving surface of a signalized intersection. The fifty (50) feet shall be measured in a straight line from the nearest point on sign structure to the nearest point of the signalized intersection.

b. No such sign shall be located within twenty (20) feet of the driving surface of a street. The twenty (20) feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of the street curb, or edge of the traveled roadway marked or understood as such.

c. No such sign, if visible from a Residential Zoning District other than street, highway or freeway right-of-way, or if visible from a designated residential development area, shall be located within two hundred (200) feet of such district or area. The two hundred (200) feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of an R zoning district or Residential development area boundary line.

d. No such sign shall exceed an illumination of seventy (70) foot candles measured at a two (2) foot distance.

e. No such digital sign shall display an illuminative brightness exceeding five hundred (500) NITs at any time between one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise or six thousand five hundred (6,500) NITs between one-half (1/2) hour before sunrise until one half (1/2) hour after sunset.

f. No such digital sign shall display an illuminative brightness of such intensity or brilliance that it impairs the vision or endangers the safety and welfare of any pedestrian, cyclist, or person operating a motor vehicle.

g. Not such digital sign shall resemble or simulate any warning or danger signal, or any official traffic control device, sign, signal or light.

h. No such digital sign shall be permitted to operate unless it is equipped with:

1. A default mechanism that shall freeze the sign in one position of static message if a malfunction occurs; and
2. A mechanism able to automatically adjust the display's illuminative brightness according to natural ambient light conditions by means of a light detector/photo cell by which the sign's brightness shall be dimmed.

(G) Maximum Number of Signs.
Except for wall signs and exempt signs, the maximum number of business signs per lot of record shall be as follows:

(1) Individual Lot - Single Business: Only one (1) ground sign shall be permitted per tract ownership, except:

(a) When there is a single ownership fronting on two (2) streets, not to include alleys or driveways; one (1) additional sign may be permitted if spaced at least 300 feet apart.

(b) Or when there is a single ownership on a contiguous lot with frontage in excess of 600 feet, one (1) additional sign shall be permitted with at least 300 feet minimum separation between signs

(2) Shopping Centers. A building or group of buildings which share a common parking facility and/or drive approaches shall place signs on a common Project Sign(s). Only one (1) Project Sign shall be allowed except:

(a) When there is a frontage on two (2) streets, not to include alleys or driveways; one additional sign may be permitted if spaced at least 300 feet apart

(b) Or when there is frontage in excess of 600 feet, one (1) additional sign shall be permitted with at least 300 feet minimum separation between signs.

(3) Free Standing Single Tenant at Shopping Centers:

(a) When free-standing buildings are located at shopping center locations, either as individually owned properties, or lease sites, the free standing buildings shall be considered part of the group of buildings in the shopping center. Ground signs for these occupancies may be permitted on the shopping center project sign.

(b) There shall be only one (1) ground sign per free standing single tenant building per occupancy or ownership.

(H) Maximum Sign Height and Location

(1) The maximum permitted sign height shall be measured from the average level of the grade below the sign to the topmost point of the sign or sign structure.

(2) Except or unless otherwise provided herein no sign or sign structure shall exceed a maximum permitted height of thirty (30) feet.

(3) Any sign or sign structure located within 1,000 feet of the right-of-way line of an Interstate Highway may be erected to a height of not more than fifty (50) feet

above grade level of such thoroughfare at the point thereon nearest such sign or sign structure.

(4) No sign or sign structure shall be erected to a height greater than the horizontal distance from such structure to the nearest other property or right-of-way.

(5) Business signs, including projecting signs and ground signs, must maintain a minimum separation of thirty (30) feet from other business signs

(I) Setbacks

(1) Approved signs with a Display Surface Area of less than 300 square feet must be erected at least 150 feet from any Residential Zoning District.

(2) Signs with a Display Surface Area larger than 300 square feet, which are visible from a Residential Zone other than a street, highway, or freeway right-of-way or if visible from a Designated Residential Development Area, must be set back at least 300 feet from such Zone or Area.

(3) Signs shall be set back a minimum distance of ten (10) feet from a freeway right-of-way

§4-174 TEMPORARY SIGNS

Temporary Signs shall not require a sign permit, but will require registration at the Planning Department prior to their use or display. The registration shall state when the signs will first be displayed and when they will be removed. Temporary Signs will be regulated further as follows:

(A) No off-site temporary signs are allowed.

(B) Temporary public interest signs, including portable signs, inflatables, wind operated devices and banners, announcing activities or other events of a public, civic, philanthropic or religious organization, shall be subject to the following:

(1) Signs shall be a maximum size of fifty (50) square feet.

(2) Only one (1) such sign shall be allowed per tract ownership per street frontage

(3) No temporary sign shall be located within 100 feet of another temporary sign.

(4) Temporary signs shall be permitted for a maximum period of thirty (30) days, and no additional temporary sign shall be permitted on the same tract for a period of thirty (30) days after removal of the previous sign. Upon expiration, the sign

along with any straps, ties, stakes, t-posts, or any other items installed for the placement of the sign must be removed.

(5) Temporary Signs must meet all other requirements of this Sign Code.

(C) Fence Signs are prohibited; however, advertising signs may be permitted at athletic fields owned and operated by tax-exempt, nonprofit organizations, as follows: At baseball fields, signs may be hung or painted on the outfield fences, so that the signs face only inward toward the playing field; at other athletic fields, signs may be displayed so long as the sign content cannot be discerned by persons passing by the outside of the stadium or field. No such sign shall extend beyond the dimensions of the fence to which it is attached.

(D) Political Signs

(1) Duration: Political signs must be removed five (5) days after the election. Political signs cannot be placed more than 60 days in advance of an election.

(2) Location:

a. Public locations: Political signs shall not be placed within any park, boulevard, street, parkway, median, public right-of-way, or easement under the control of or maintained by the City of Guthrie.
b. Private locations: Signs may be placed on private property only with the owner's permission. Signs must be placed on the house-side of the sidewalk. If no sidewalk exists, the signs must be placed either at least fifteen (15) feet from the curb or street edge, or outside of the street right-of-way, whichever is greater.
c. Historic District: political signs to be placed in the Historic District must conform to Historic Preservation Sign Guidelines, in accordance with Historic Preservation Ordinance #3075.

(3) Disposal: any signs found in violation shall be collected by the Code Enforcement Department and disposed of.

(4) Size: political signs in Commercial and Industrial Zones shall not exceed fifty (50) square feet in size. Political signs in Residential Zones shall not exceed 24" x 30" in size.

(E) Grand Opening Signs shall not be displayed more than fifteen (15) days.

(F) Real Estate Signs

a. Real Estate For Sale signs are allowed and must be removed within fifteen (15) days after the premises are rented, leased or sold.
b. On and off-premise Home For Sale and Open House signs are subject to the following:
    i. Open House signs shall not be placed more than 24 hours in advance and shall be removed immediately following the event.
    ii. Signs shall not exceed twenty-four (24) inches by thirty (30) inches in size, nor shall they be installed more than four (4) feet above grade.

iii. Signs shall have a minimum separation of twenty-five (25) feet and signs for any one advertiser must be at least 200 feet apart.
iv. Signs shall not be located in the public right-of-way.
v. Signs shall not be located more than three (3) miles from the subject property.
vi. Signs shall be rigid, two-dimensional displays.
vii. Written permission shall be obtained from owners of property where the sign is located. Only one directional sign shall be allowed on any property.

c. Subdivision directional signs will be subject to the following:
i. Signs shall be a maximum size of thirty-two (32) square feet.
ii. Signs must be placed upon unimproved property with the permission of the owner.
iii. Signs must be placed at least 100 feet from any other subdivision or developer signs.
iv. Signs may be erected for a maximum of one (1) year unless additional one-year approval is given by the Board of Adjustment. A maximum of two (2) one-year approvals shall be permitted by the Board of Adjustment.
v. Signs shall meet all requirements of the Sign Code, including permitting requirements.

§4-175 EXEMPTED SIGNS

(A) Tablets built into the wall of a building or other structure and used for inscriptions, memorial tablets or for similar purposes.

(B) Legal notices.

(C) All signs not visible from off the property.

(D) Signs on vehicles or trailers, provided, however, signs on vehicles or trailers used or intended to be used as on-premise signs are prohibited.

4-176 VIOLATIONS

Any owner or person otherwise in possession or control who violates any provision of this article by doing any act prohibited or declared to be unlawful thereby, or declared to be a nuisance, an offense or misdemeanor thereby, or who fails to do any act required by any provision, or who fails to do any act when the provision declares the failure to be unlawful or to be an offense or misdemeanor, or who violates any legal order or regulation made pursuant to this article, is guilty of an offense, and upon conviction thereof, shall be punished by a fine of not more than $500.00 per violation. Each day upon which a violation continues shall be deemed a separate offense.

§4-177 SAVINGS CLAUSE
If a sentence, section, or any part of this article shall be deemed unconstitutional or void, such action shall not affect the remaining parts of this article.

§4-178 REPEALER
All ordinances or parts of ordinances or resolutions in conflict are hereby repealed to the extent of such conflict.
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 sign 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

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CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	October 19 , 2010	Matt Mueller, City Manager
____ GPWA		
____ Other: _____		

Agenda Item
Discussion and consideration of Resolution 2010-15 designating Airport Road as General T.L. Daniels Corridor.

Summary
A group of individuals who wish to honor General Tommy L. Daniels have been meeting since April of 2010 to determine an appropriate way to honor an accomplished individual who has contributed greatly to the community and the aviation industry. After looking at a variety of options, the group has formally requested that road leading into the Guthrie Edmond Regional Airport be designated as "General T.L. Daniels Corridor"

Funding Expected	____ Revenue	____ Expenditure	X N/A
Budgeted	____ Yes	____ No	____ N/A
Account Number	_____	**Amount**	_____
Legal Review	X N/A	____ Required	Completed Date: 11/1/2010
Mayor's Appt.	____ Yes	X No	

Supporting documents attached
- Resolution

Recommendation
Staff Recommends Approval

Action Needed	____ Public Hearing	X Motion	____ Emergency Clause

RESOLUTION HONORING TOMMY L. DANIELS AND DESIGNATING AIRPORT ROAD THE GENERAL T.L. DANIELS CORRIDOR

WHEREAS, General Tommy L Daniels was born July 20, 1947 in Guthrie, Oklahoma and attended Page Elementary and Favor High School in 1965; and

WHEREAS, General Tommy L. Daniels is the first African American to rise to the rank of Brigadier General in the history of the Oklahoma National Guard and is the first General known to be from the City of Guthrie, Oklahoma; and

WHEREAS, General Daniels enlisted in the United States Air Force serving in Southeast Asia and after his discharge in 1969 jointed the Air National Guard serving in a variety of assignments and missions world wide; and

WHEREAS, General Daniels was recalled to active duty in 1978 serving in a variety of senior positions in Washington D.C. at the National Guard Bureau and the Pentagon; and

WHEREAS, many in Oklahoma will remember General Daniels in the 1970's as a radio and television personality with the distinction of being one of the first African American television news anchor in Oklahoma; and

WHEREAS, in 1998 General Daniels with a desire and compassion to give back to the City of Guthrie, the community he grew up in and loves, sponsored and underwrote all expenses of the first ever free Thanksgiving Dinner serving turkey and all the trimmings on Thanksgiving Day to over 800 citizens in the Guthrie community; and

WHEREAS, as a result of General Daniels charm and wit he encouraged the community to volunteer and serve its guests and the number of those served the following year exceeded 1,000; and

WHEREAS, the Thanksgiving feast is now an annual event sponsored by the community and reached its tenth year in 2007 celebrating the Oklahoma Centennial in high style in Guthrie; and

WHEREAS, in 1999 General Daniels, with his yearning to give back to his community, coupled with his passion for aviation partnered with many others to organize the first ever air show in Guthrie at the Guthrie Airport promoting aviation as a career for all youth; and

WHEREAS, General Tommy L. Daniels epitomizes service to community and country and has shared Guthrie with people around the country and around the world and the City Council of the City of Guthrie and the citizens desiring to honor and recognize General T. Daniels does thereby issue the following Resolution, to-wit:

BE IS RESOLVED THAT IN HONOR OF GENERAL TOMMY L. DANIELS AIRPORT ROAD IN GUTHRIE, THE ENTRY TO THE GUTHRIE/EDMOND REGIONAL AIRPORT SHALL BE KNOWN AS THE GENERAL T.L. DANIELS CORRIDOR FROM AND AFTER THIS DATE.

Executed by the Mayor of the City of Guthrie, Oklahoma, this _____ day of October, 2010 after approval by the Guthrie City Council.

_____

Mayor