



60<sup>th</sup> 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. 2<sup>nd</sup> Street, Guthrie, OK 73044

November 16, 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 November 2, 2010... 3
B. Consider approval of claims... 5
C. Consider approval of Finance Committee's recommendation regarding a utility adjustment to a utility account for George Granata at 323 North Capitol Street... 13
D. Consider approval of Requisitions for Payment from the Guthrie Custodial Agency Account to: (1) Bank of Oklahoma for the Annual Administration Fee and Administrative Fees for October and November in the amount of \$2,916.00; (2) Howard Excavating & Paving in the amount of \$8,259.71; and (3) to City of Guthrie to close the account in the amount of \$1,310.27 ... 15
E. Consider approval of Change Order No. 4 for Section A, Guthrie Water Treatment Plant for ten (10) items of changes; 7 additions and 3 deducts, increasing the HCCCo contract to a total of \$18,487.40. This Change Order also increases the number of contract days by 90, which includes inclement weather days and the delivery delay of the crane, making the substantial completion date for the plant December 31, 2010 and the final date, February 17, 2011. .... 21

Ordinance

- 4. Consider approval of Ordinance No. 3216 authorizing a request from OMRF, Oklahoma Municipal Retirement Fund, to amend the City of Guthrie defined benefit plan and declaring an emergency... 31
5. Adjourn

CITY COUNCIL MEETING

- 1. Call to Order
2. Consent Agenda

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

- A. Consider approval of minutes of the Special City Council Workshop (Finance Committee Meeting) held on November 2, 2010... 43

B. Consider approval of minutes of the Special City Council Workshop held on November 2, 2010.....	45
C. Consider approval of minutes of the Regular City Council Meeting held on November 2, 2010 .....	49
D. Consider approval of claims.....	55
E. Consider approval of Change Order No. 4 for Section A, Guthrie Water Treatment Plant for ten (10) items of changes; 7 additions and 3 deducts, increasing the HCCCo contract to a total of \$18,487.40. This Change Order also increases the number of contract days by 90, which includes inclement weather days and the delivery delay of the crane, making the substantial completion date for the plant December 31, 2010 and the final date, February 17, 2011.....	see pg 21
F. Consider approval of Assignment of Lease from Scott McGarry to H.G. Adams (Hangar #12) @ GERA .....	57

**Ordinance**

3. Consider approval of Ordinance No. 3216 authorizing a request from OMRF, Oklahoma Municipal Retirement Fund, to amend the City of Guthrie defined benefit plan and declaring an emergency..... see pg 31
4. City Manager's Report
5. Requests/comments from members of the City Council
6. Adjourn

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Agenda posted on the bulletin board in the lobby of City Hall before 5:00 pm on Friday, November 12, 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.

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MINUTES

GUTHRIE PUBLIC WORKS MEETING

November 2, 2010

The regular meeting of the Guthrie Public Works Authority was posted on Friday, October 29, 2010 before 5:00 p.m. and held November 2, 2010 in the Guthrie City Hall Council Chambers.

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

Pledge of Allegiance was led by Chairman Chuck Burtcher.

Chairman Chuck Burtcher called the meeting to order at 7:03 p.m.

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

Members Absent: None

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

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

**Public Comments.** None.

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

A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on October 19, 2010.

B. Consider approval of Claims:

GPWA Fund:	\$ 28,244.28
Water Treatment Plant Fund:	\$437,452.68
CMOM Fund:	\$ 21,323.22
Utility Deposit Fund:	<u>\$ 1,016.33</u>

TOTAL CLAIMS: \$488,036.51

C. Consider approval to accept the contract with Oklahoma Department of Commerce, State Energy Office (SEO) for Phase II of the grant with the purpose

of installing a wind turbine to provide electric power to the Wastewater Treatment Plant in the amount of \$710,700.

- D. Consider approval of Budget Amendment No. 5 increasing GPWA Fund, Grants Fund, 2010 Airport Escrow Fund, Water Treatment Plant Fund, GPWA Revenue Bond Trust Fund, CMOM Fund, Utility Deposit Fund, OKC Waterline Fund, Airport Grant Fund and GIDA Fund for FY 2010 Year End.
- E. Consider approval of agreement with YMCA for management of the municipal pool.

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

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

Chairman Burtcher declared the motion carried unanimously.

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

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

Chairman Burtcher declared the motion carried unanimously at 7:05 p.m.

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Wanda Calvert, City Clerk

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Chuck Burtcher, Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

November 16, 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.

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Matt Mueller  
General Manager

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

Invoice #	Vendor	Description	Account	Cost
176837	MCLAIN-CHITWOOD (358)	Misc. Office Supplies	01-01-00-6100	\$167.58
8445569	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$792.69
8625810	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$348.91
8711855	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$295.51
233109248	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	\$2,758.54
000181	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$4.20
2354158	OKLA HOME CENTERS, INC. (203	Misc. Supplies	01-01-00-6112	\$20.30
2354475	OKLA HOME CENTERS, INC. (203		01-01-00-6112	(\$19.98)
2031493 JARED	FURROW FLOWERS & GIFTS (1	Condolences and Get Well Flowers and Plant	01-01-00-6114	\$75.00
108217	HOMELAND STORES (260)	Citizens Government Academy Snack for Ses	01-01-00-6114	\$19.85
2354705	OKLA HOME CENTERS, INC. (203	UPS Service for Returning (4) USA Mobility P	01-01-00-6114	\$7.74
7201646	SMART TECHNOLOGIES (21652)	Firewall Support for November 2010-2011	01-01-00-6311	\$70.00
NOVEMBER 201	O.M.A.G.(21303)	Building and Property Insurance for Fiscal Ye	01-01-00-6326	\$3,431.42
NOVEMBER 201	O.M.A.G.(21302)	Workers' Compensation Insurance for Fiscal	01-01-00-6326	\$20,007.96
NOVEMBER 201	O.M.A.G.(425)	Liability/Automobile/Contractors Insurance Fi	01-01-00-6326	\$8,488.95
5311	CRAWFORD & ASSOCIATES,P.C.	Professional Services-Accounting and Consul	01-01-00-6330	\$1,040.84
5312	CRAWFORD & ASSOCIATES,P.C.	Professional Services-Accounting and Consul	01-01-00-6330	\$4,138.34
34122A	NOBEL SYSTEMS 22623	Telephone System Maintenance	01-01-00-6347	\$310.00
CIVIL DEFENSE	LOGAN COUNTY CLERK(1135)	Civil Defense per Agreement	01-01-00-6371	\$104.31
CIVIL DEFENSE	LOGAN COUNTY CLERK(1135)	Civil Defense per Agreement	01-01-00-6371	\$1,500.00
NOVEMBER 201	GODDARD ENTERPRISES (798)	Monthly Siren Maintenance	01-01-00-6372	\$200.00
		<b>Total</b>		<b>\$43,762.16</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$43,762.16</b>
109124	HERO247/INVENTORY TRADING	Uniforms	01-02-23-6016	\$340.10
		<b>Total PURCHASING/ACCOUNTS PAYABLE</b>		<b>\$340.10</b>
		<b>Total ADMINISTRATION</b>		<b>\$340.10</b>
84049	CIVICPLUS 22473	Annual Hosting and Maintenance for Site	01-04-45-6381	\$3,120.00
EDU479	PANOPTO 22357	CourseCast Hosted Video November 2010	01-04-45-6381	\$49.00
		<b>Total INFORMATION SERVICES</b>		<b>\$3,169.00</b>
		<b>Total INFORMATION SERVICES</b>		<b>\$3,169.00</b>
NOV-1009	SOUTHWEST CONSTRUCTION(1	Fall Code Conference for Jim Hanke and Dou	01-05-50-6048	\$160.00
		<b>Total COMMUNITY DEVELOPMENT</b>		<b>\$160.00</b>
200102	SUMMIT LANDSCAPE GROUP 2	Mowing Abatements 2010-2011	01-05-51-6354	\$150.00
200103	SUMMIT LANDSCAPE GROUP 2	Mowing Abatements 2010-2011	01-05-51-6354	\$75.00
200106	SUMMIT LANDSCAPE GROUP 2	Mowing Abatements 2010-2011	01-05-51-6354	\$150.00
200107	SUMMIT LANDSCAPE GROUP 2	Mowing Abatements 2010-2011	01-05-51-6354	\$100.00
200108	SUMMIT LANDSCAPE GROUP 2	Mowing Abatements 2010-2011	01-05-51-6354	\$75.00
200109	SUMMIT LANDSCAPE GROUP 2	Mowing Abatements 2010-2011	01-05-51-6354	\$50.00
		<b>Total CODE COMPLIANCE</b>		<b>\$600.00</b>
176	RETAIL ATTRACTIONS, LLC(2216	Consultation for Retail Development, Per Agr	01-05-53-6054	\$1,250.00
		<b>Total ECONOMIC DEVELOPMENT</b>		<b>\$1,250.00</b>
		<b>Total PLANNING</b>		<b>\$2,010.00</b>
4016653	DEMCO(146)	Processing Materials	01-06-60-6116	\$83.66
812997	THE LIBRARY STORE, INC.(324)	Large Print Labels	01-06-60-6116	\$16.79
B1519104	BRODART(289)	Standing Order for Juvenile and Grown Up Bo	01-06-60-6130	\$624.89

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

Invoice #	Vendor	Description	Account	Cost
B1519105	BRODART(289)	Standing Order for Juvenile and Grown Up Bo	01-06-60-6130	\$341.53
B1524876	BRODART(289)	Standing Order for Juvenile and Grown Up Bo	01-06-60-6130	\$35.67
B1524877	BRODART(289)	Standing Order for Juvenile and Grown Up Bo	01-06-60-6130	\$142.17
GP09-2496	GARDNER PUBLISHING 22669	7 ADULT TITLES	01-06-60-6130	\$125.93
89674	JUNIOR LIBRARY GUILD (1896)	Juvenile Sale Books - Standing Order	01-06-60-6130	\$168.00
93421	JUNIOR LIBRARY GUILD (1896)	Juvenile Sale Books - Standing Order	01-06-60-6130	\$91.00
GUTHRIE LIBRA	THE OKLAHOMAN (786)	Guthrie Library 1 Year Subscription	01-06-60-6130	\$203.58
1080025076	RANDOM HOUSE, INC (21561)	Sale on 8 Books on CD	01-06-60-6131	\$12.00
1080152913	RANDOM HOUSE, INC (21561)	Sale on 8 Books on CD	01-06-60-6131	\$101.96
1080232767	RANDOM HOUSE, INC (21561)	Sale on 8 Books on CD	01-06-60-6131	\$38.25
1080255356	RANDOM HOUSE, INC (21561)	Sale on 8 Books on CD	01-06-60-6131	\$25.46
1080297337	RANDOM HOUSE, INC (21561)	Sale on 8 Books on CD	01-06-60-6131	\$38.25
		<b>Total LIBRARY</b>		<b>\$2,049.14</b>
		<b>Total LIBRARY</b>		<b>\$2,049.14</b>
BOOT REIMBUR	JONATHAN WILLIAMS (22252)	Boot Reimbursement	01-07-70-6019	\$70.00
2334	ASSESSMENT, INC. (1014)	Swartzbaugh Assessment #2334	01-07-70-6030	\$120.00
000159	GHM ENTERPRISES (1097)	Laundry 9/23, 9/30, 10/7, 10/14, 10/21	01-07-70-6310	\$12.00
000165	GHM ENTERPRISES (1097)	Laundry 9/23, 9/30, 10/7, 10/14, 10/21	01-07-70-6310	\$19.02
000171	GHM ENTERPRISES (1097)	Laundry 9/23, 9/30, 10/7, 10/14, 10/21	01-07-70-6310	\$27.00
000176	GHM ENTERPRISES (1097)	Laundry 9/23, 9/30, 10/7, 10/14, 10/21	01-07-70-6310	\$10.20
000182	GHM ENTERPRISES (1097)	Laundry 9/23, 9/30, 10/7, 10/14, 10/21	01-07-70-6310	\$15.60
87420	RON'S MOBILE TIRE 506	Tires for Unit 89 and Waste Fee and Tire for	01-07-70-6316	\$345.26
87559	RON'S MOBILE TIRE 506	Fixed Flat on #11 Unit	01-07-70-6316	\$30.00
27043	LEON'S RADIO, INC. (22038)	Replacement Battery for Radio - Police Depar	01-07-70-6318	\$30.00
OHP COMBATIV	ANTHONY GIBBS (21409)	Reimbursement OHP Combative Class - Mea	01-07-70-6343	\$21.41
		<b>Total POLICE ADMINISTRATION</b>		<b>\$700.49</b>
820372	SOUTHPOINT VET CLINIC (734)	Euth, 9/24, 9/28, 10/6, 10/8, 10/9, 10/21 and	01-07-72-6104	\$30.00
820373	SOUTHPOINT VET CLINIC (734)	Euth, 9/24, 9/28, 10/6, 10/8, 10/9, 10/21 and	01-07-72-6104	\$39.00
820374	SOUTHPOINT VET CLINIC (734)	Euth, 9/24, 9/28, 10/6, 10/8, 10/9, 10/21 and	01-07-72-6104	\$39.00
820375	SOUTHPOINT VET CLINIC (734)	Euth, 9/24, 9/28, 10/6, 10/8, 10/9, 10/21 and	01-07-72-6104	\$27.00
820376	SOUTHPOINT VET CLINIC (734)	Euth, 9/24, 9/28, 10/6, 10/8, 10/9, 10/21 and	01-07-72-6104	\$3.00
820377	SOUTHPOINT VET CLINIC (734)	Euth, 9/24, 9/28, 10/6, 10/8, 10/9, 10/21 and	01-07-72-6104	\$21.00
820378	SOUTHPOINT VET CLINIC (734)	Euth, 9/24, 9/28, 10/6, 10/8, 10/9, 10/21 and	01-07-72-6104	\$18.00
		<b>Total ANIMAL CONTROL</b>		<b>\$177.00</b>
		<b>Total POLICE</b>		<b>\$877.49</b>
2031797	GUTHRIE TAG AGENCY(243)	Decal for 2011 Mercury ME 30 Boat Motor - E	01-09-90-6316	\$106.75
410449056	RICOH AMERICAS CORPORATIO	Monthly Maintenance for Copier Fire Departm	01-09-90-6317	\$29.39
		<b>Total SUPPRESSION</b>		<b>\$136.14</b>
		<b>Total FIRE</b>		<b>\$136.14</b>
1017548	AM SUPPLY (21856)	New Quicky Saw - Street Maintenance	01-12-00-6113	\$929.00
		<b>Total</b>		<b>\$929.00</b>
		<b>Total STREET</b>		<b>\$929.00</b>
NP27277266	FLEETCOR TECHNOLOGIES (219	Fleet Fueling Operations	01-14-41-6118	\$11,834.72
		<b>Total FLEET MAINTENANCE</b>		<b>\$11,834.72</b>
		<b>Total FLEET MAINTENANCE</b>		<b>\$11,834.72</b>

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

Invoice #	Vendor	Description	Account	Cost
01-284274-74	CROSSLAND'S RENTAL(134)	Portable Toilet Rental at Guthrie Lake and Lib	01-15-11-6112	\$73.00
01-284275-73	CROSSLAND'S RENTAL(134)	Portable Toilet Rental at Guthrie Lake and Lib	01-15-11-6112	\$73.00
01-284275-74	CROSSLAND'S RENTAL(134)	Portable Toilet Rental at Guthrie Lake and Lib	01-15-11-6112	\$73.00
01-425908-16	CROSSLAND'S RENTAL(134)	Portable Toilet Rental at Guthrie Lake and Lib	01-15-11-6112	\$83.00
01-425908-17	CROSSLAND'S RENTAL(134)	Portable Toilet Rental at Guthrie Lake and Lib	01-15-11-6112	\$83.00
2352756	OKLA HOME CENTERS, INC. (203	Building Supplies and Stock for Parks and Gr	01-15-11-6112	\$31.23
2353059	OKLA HOME CENTERS, INC. (203	Building Supplies and Stock for Parks and Gr	01-15-11-6112	\$28.98
S14082	WALKER TIRES(160)	Tire Repairs	01-15-11-6317	\$7.50
S14127	WALKER TIRES(160)	Tire Repairs	01-15-11-6317	\$22.50
S14147	WALKER TIRES(160)	Tire Repairs	01-15-11-6317	\$5.00
S14161	WALKER TIRES(160)	Tires for Vehicle #163	01-15-11-6317	\$231.40
		<b>Total PARKS</b>		<b>\$711.61</b>
		<b>Total PARKS &amp; PUBLIC GROUNDS</b>		<b>\$711.61</b>
		<b>Total GENERAL FUND</b>		<b>\$65,819.36</b>
298930597	TERMINEX 22413	Pest Control	20-21-00-6112	\$65.00
021054	O.M.L.(426)	2011 Annual Dues for Oklahoma Municipal Ut	20-21-00-6114	\$100.00
3404	FORMS PLUS (185)	#9 Return Envelopes for Utility Billing and Utili	20-21-00-6308	\$762.30
3405	FORMS PLUS (185)	#9 Return Envelopes for Utility Billing and Utili	20-21-00-6308	\$800.17
NOVEMBER 201	USPS - UNITED STATES POSTAL	Postage Meter	20-21-00-6309	\$2,000.00
545363	TELETOUCH COMMUNICATIONS	Lift Station Monthly Tracker Service	20-21-00-6318	\$24.90
SEPTEMBER 20	C.A.C. FINANCIAL CORP. (1405)	Collection Fees for FY 2010-2011	20-21-00-6340	\$23.70
34122	NOBEL SYSTEMS 22623	Telephone System Maintenance	20-21-00-6347	\$35.00
AMU0335	OKLA ONE-CALL SYSTEMS(658)	Membership Fees for 2011	20-21-00-6347	\$350.00
		<b>Total</b>		<b>\$4,161.07</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$4,161.07</b>
186858	ALTIVIA(20798)	Water Treatment Plant Chemicals	20-23-00-6104	\$850.00
90331	SOUTHWEST CHEMICAL (20977)	Sodium Chlorite (25% Solution - Liquid Amm	20-23-00-6104	\$3,675.50
3043939	SIEMANS WATER TECHNOLOGI	Mixed Bed Type Distilled Water Tank plus Fu	20-23-00-6109	\$166.00
0j06025	ACCURATE ENVIRONMENTAL,LL	Chemical Testing	20-23-00-6303	\$125.00
0j13035	ACCURATE ENVIRONMENTAL,LL	Chemical Testing	20-23-00-6303	\$100.00
0j13036	ACCURATE ENVIRONMENTAL,LL	Chemical Testing	20-23-00-6303	\$40.00
9374431030	GRAINGER, INC.(220)	500VA UPS System (4GU33)	20-23-00-6317	\$109.04
		<b>Total</b>		<b>\$5,065.54</b>
		<b>Total WATER PLANT</b>		<b>\$5,065.54</b>
000157	GHM ENTERPRISES (1097)	Cleaning Laundry Uniforms for Waste Water	20-24-00-6016	\$7.80
000162	GHM ENTERPRISES (1097)	Cleaning Laundry Uniforms for Waste Water	20-24-00-6016	\$6.60
000168	GHM ENTERPRISES (1097)	Cleaning Laundry Uniforms for Waste Water	20-24-00-6016	\$5.40
000175	GHM ENTERPRISES (1097)	Cleaning Laundry Uniforms for Waste Water	20-24-00-6016	\$5.40
000178	GHM ENTERPRISES (1097)	Cleaning Laundry Uniforms for Waste Water	20-24-00-6016	\$6.60
000184	GHM ENTERPRISES (1097)	Cleaning Laundry Uniforms for Waste Water	20-24-00-6016	\$6.60
2770	UNIQUE DESIGNS (21785)	Uniform Shirts for WWTP Employees	20-24-00-6016	\$187.50
0j08004	ACCURATE ENVIRONMENTAL,LL	Testing for Waste Water Treatment Plant	20-24-00-6109	\$150.00
0j14015	ACCURATE ENVIRONMENTAL,LL	Testing for Waste Water Treatment Plant	20-24-00-6109	\$195.00
0j21008	ACCURATE ENVIRONMENTAL,LL	Testing for Waste Water Treatment Plant	20-24-00-6109	\$150.00
143130	EVANS ENTERPRISES, INC. (64	Emergency Repair at Lift Station #1	20-24-00-6312	\$321.00
2031683a	BALSIGER TIRE (907)	Flat Tire Repairs - WWTP	20-24-00-6316	\$9.00
169840	NAPA (30)	Misc Supplies for Waste Water Treatment Pla	20-24-00-6317	\$7.18

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

Invoice #	Vendor	Description	Account	Cost
170375	NAPA (30)	Misc Supplies for Waste Water Treatment Pla	20-24-00-6317	\$41.45
170541	NAPA (30)	Misc Supplies for Waste Water Treatment Pla	20-24-00-6317	\$11.35
6150745	OKLA HOME CENTERS, INC. (203	Misc. Supplies for Waste Water Treatment PI	20-24-00-6317	\$20.48
<b>Total</b>				<b>\$1,131.36</b>
<b>Total WASTE WATER TREATMENT PLANT</b>				<b>\$1,131.36</b>
OK808681PW	ICM (1130)	Line Maintenance Supplies and Stock	20-27-00-6102	\$590.00
0296195-IN	OKLA CONTRACTORS(240)	Hip Boots Size(s) 13, 11 and 9	20-27-00-6110	\$136.00
128431	STILLWATER MILLING(1386)	Boots and Winter Apparel for Line Maintenanc	20-27-00-6110	\$263.80
0296196-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Stock	20-27-00-6119	\$1,150.18
0296197-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Stock for Line Main	20-27-00-6119	\$300.00
0296342-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Stock	20-27-00-6119	\$1,654.00
261	TAPCO WATER CORP (21146)	2 Taps at the Airport GERA plus Trip Charge	20-27-00-6119	\$602.50
OK808682PW	ICM (1130)	Contractors Supplies for Line Maintenance	20-27-00-6317	\$2,143.00
13746	J&R EQUIPMENT(21216)	Truck Camera Repairs	20-27-00-6317	\$926.67
13799	J&R EQUIPMENT(21216)	Restock Small Parts for Camera Truck	20-27-00-6317	\$4,806.76
169385	NAPA (30)	Oil, Grease and Misc Supplies	20-27-00-6317	\$17.00
169415	NAPA (30)	Oil, Grease and Misc Supplies	20-27-00-6317	\$7.20
170194	NAPA (30)	Oil, Grease and Misc Supplies	20-27-00-6317	\$88.71
170308	NAPA (30)	Oil, Grease and Misc Supplies	20-27-00-6317	\$1.62
87441	RON'S MOBILE TIRE 506	Tire Repairs and Replacements for Line Main	20-27-00-6317	\$157.00
000153	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$12.60
000158	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$15.60
000163	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$8.40
000169	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$14.40
000170	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$14.04
000179	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$14.04
000180	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$12.00
000186	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$15.00
000187	GHM ENTERPRISES (1097)	Laundry Service Line Maintenance	20-27-00-6346	\$7.20
Permit Construct	WATER QUALITY PROGRAMS 6	ODEQ Consent Order 10-254 Permit to Const	20-27-00-6392	\$3,174.45
<b>Total</b>				<b>\$16,132.17</b>
<b>Total LINE MAINTENANCE</b>				<b>\$16,132.17</b>
<b>Total GPWA OPERATING FUND</b>				<b>\$26,490.14</b>
CD970123664	GE ANALYTICAL INSTRUMENTS,	Model 5310C Laboratory TOC Analyzer Mode	50-50-00-6373	\$20,271.16
2010489	MYERS ENGINEERING CORPOR	WTP Engineering - Water Supply Treatment	50-50-00-6373	\$13,514.59
<b>Total</b>				<b>\$33,785.75</b>
<b>Total WATER TREATMENT PLANT IMPROVEMENT</b>				<b>\$33,785.75</b>
<b>Total WATER TREATMENT PLANT FUND</b>				<b>\$33,785.75</b>
1967374	SUSQUEHANNA COMM. FINANC	Lease BroadCastPix	54-54-04-6706	\$523.38
<b>Total INFORMATION SERVICES</b>				<b>\$523.38</b>
NOVEMBERa 2	BANCFIRST(884)	Loan for Upgrade for both Cameras trucks	54-54-27-6706	\$1,116.00
<b>Total LINE MAINTENANCE</b>				<b>\$1,116.00</b>
<b>Total FACILITIES</b>				<b>\$1,639.38</b>
NOVEMER 2010	FARMERS & MERCHANTS BANK(	Dodge Charger (Police Vehicles)	54-56-07-6707	\$641.86

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

Invoice #	Vendor	Description	Account	Cost
		Total POLICE DEPARTMENT		\$641.86
		Total VEHICLES & EQUIPMENT		\$641.86
		Total CAPITAL PROJECTS		\$2,281.24
APPLICATION #	SANDSTONE CONSTRUCTION C	Construction of Taxi Lane Ext. North of Delta	98-98-95-6588	\$64,888.46
		Total TAXI LANE EXTENSION-NORTH OF DELTA		\$64,888.46
		Total AIRPORT FUND		\$64,888.46
		Total AIRPORT FUND		\$64,888.46
NOVEMBER 201	OKLAHOMA DEPARTMENT OF C	Spirit Wing Loan	99-99-00-6702	\$1,041.67
		Total		\$1,041.67
		Total GUTHRIE INDUSTRIAL DEVLEOPMENT		\$1,041.67
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		\$1,041.67
		Total All Funds		\$194,306.62

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

Invoice #	Vendor	Description	Account	Cost
OVERPAYMENT GEHA 22674		Overpayment on Ambulance Invoice - Marily	01-00-00-5435	\$279.25
JEWELL HELMS OHCA - FINANCE (22111)		Overpayment on Ambulance Invoice - Jewell	01-00-00-5435	\$7.17
REIMBURSMEN RUTH BALDISHWILER 22671		Overpayment on Ambulance Invoice - Ruth B	01-00-00-5435	\$12.01
		<b>Total</b>		<b>\$298.43</b>
		<b>Total</b>		<b>\$298.43</b>
OCTOBER 2010 AT&T LONG DISTANCE(21268)		General Fund Monthly Long Distance Service	01-01-00-6301	\$59.09
ITUNES SOFTW CREDIT CARD OPERATIONS(206		I - Tunes Project Management Application So	01-01-00-6311	\$29.98
		<b>Total</b>		<b>\$89.07</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$89.07</b>
DONNA/KEVIN CREDIT CARD OPERATIONS(206		Boots	01-02-23-6016	\$236.05
DONNA/KEVIN CREDIT CARD OPERATIONS(206		Uniform Jeans	01-02-23-6016	\$0.00
		<b>Total PURCHASING/ACCOUNTS PAYABLE</b>		<b>\$236.05</b>
DONNA/KEVIN CREDIT CARD OPERATIONS(206		Uniform Pants	01-02-25-6016	\$102.93
DONNA/KEVIN CREDIT CARD OPERATIONS(206		Boots	01-02-25-6110	\$99.99
		<b>Total BUILDING SERVICES</b>		<b>\$202.92</b>
		<b>Total ADMINISTRATION</b>		<b>\$438.97</b>
INSM033234	SUMMIT MAILING & SHIPPING S	Maintenance Agreement - Folder/Insert Machi	01-03-30-6347	\$1,204.50
		<b>Total FINANCE</b>		<b>\$1,204.50</b>
		<b>Total FINANCE</b>		<b>\$1,204.50</b>
177518	OKLAHOMA ECONOMIC DEVELO	Greater OKC Partnership July 2010 - June 20	01-05-53-6355	\$1,438.00
		<b>Total ECONOMIC DEVELOPMENT</b>		<b>\$1,438.00</b>
		<b>Total PLANNING</b>		<b>\$1,438.00</b>
MISC SUPPLIES CREDIT CARD OPERATIONS(206			01-06-60-6116	\$85.89
SHOPLET.COM CREDIT CARD OPERATIONS(206		Laminating Pouches from Shoplet.com	01-06-60-6116	\$61.29
58 TITLES BAR CREDIT CARD OPERATIONS(206		Barnes and Noble - Hardback Sale 58 Titles	01-06-60-6130	\$253.89
		<b>Total LIBRARY</b>		<b>\$401.07</b>
		<b>Total LIBRARY</b>		<b>\$401.07</b>
T0326751J	USA MOBILITY WIRELESS, INC.(	Monthly Services on Pagers for Police Depart	01-07-70-6318	\$257.37
S. BROWN OAC CREDIT CARD OPERATIONS(206		Holiday Inn Expres Octobe 20, 21, 2010 for S	01-07-70-6343	\$70.00
		<b>Total POLICE ADMINISTRATION</b>		<b>\$327.37</b>
		<b>Total POLICE</b>		<b>\$327.37</b>
T0326751J	USA MOBILITY WIRELESS, INC.(	Monthly Services on Pagers for Police Depart	01-09-92-6318	\$131.75
		<b>Total EMS</b>		<b>\$131.75</b>
		<b>Total FIRE</b>		<b>\$131.75</b>
NOVEMBER 201 RURAL WATER DISTRICT #1(206		Water service for 6512 S Coltrane and Mitcha	01-15-11-6112	\$79.90
		<b>Total PARKS</b>		<b>\$79.90</b>
		<b>Total PARKS &amp; PUBLIC GROUNDS</b>		<b>\$79.90</b>
		<b>Total GENERAL FUND</b>		<b>\$4,409.06</b>
OVERPAYMENT STEPHANIE M. HALL 22673		Overpayment on Final Bill at 1403 N. Elm, Ac	20-00-00-5480	\$67.18
REIMBURSEME TERRY PRICE 22672		Overpayment of Final Bill for 624 S. Hazel Str	20-00-00-5480	\$5.00

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

Invoice #	Vendor	Description	Account	Cost
<b>Total</b>				<b>\$72.18</b>
<b>Total</b>				<b>\$72.18</b>
OCTOBER 2010	HASLER INC. (280)	Quarterly Rental on Postage Meter	20-21-00-6309	\$168.00
INSM033234	SUMMIT MAILING & SHIPPING S	Maintenance Agreement - Folder/Insert Machi	20-21-00-6309	\$290.00
T0326751J	USA MOBILITY WIRELESS, INC.(	Monthly Services on Pagers for Police Depart	20-21-00-6318	\$141.41
OCTOBER 2010	DHH DISPOSAL 22381	Sanitation Service for 21st Street and Johndo	20-21-00-6348	\$157.50
<b>Total</b>				<b>\$756.91</b>
<b>Total PUBLIC WORKS GENERAL</b>				<b>\$756.91</b>
<b>Total GPWA OPERATING FUND</b>				<b>\$829.09</b>
XF3DTRJ4	DELL, INCORPORATED (20591	Dell Desktop - Replacement for Dispatch (Co	54-54-07-6514	\$1,275.01
<b>Total POLICE DEPARTMENT</b>				<b>\$1,275.01</b>
<b>Total FACILITIES</b>				<b>\$1,275.01</b>
<b>Total CAPITAL PROJECTS</b>				<b>\$1,275.01</b>
09-090912-007 R	MISCELLANEOUS		71-00-00-5555	\$14.56
10-100355-009 R	MISCELLANEOUS		71-00-00-5555	\$8.52
99-994020-001 R	MISCELLANEOUS		71-00-00-5555	\$39.02
99-994440-001 R	MISCELLANEOUS		71-00-00-5555	\$78.69
<b>Total</b>				<b>\$140.79</b>
<b>Total</b>				<b>\$140.79</b>
<b>Total UTILITY DEPOSIT FUND</b>				<b>\$140.79</b>
OCTOBER 2010	AT&T LONG DISTANCE(21268)	Airport Monthly Long Distance Service	98-98-00-6301	\$8.24
<b>Total</b>				<b>\$8.24</b>
<b>Total AIRPORT FUND</b>				<b>\$8.24</b>
<b>Total AIRPORT FUND</b>				<b>\$8.24</b>
<b>Total All Funds</b>				<b>\$6,662.19</b>



**Agenda Item Cover Letter**

<b>Meeting</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> November 16, 2010	<b>Contact</b> Wanda Calvert City Clerk/Treasurer
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**Agenda Item**

Consider approval of Finance Committee's recommendation regarding a utility adjustment to a utility account for George Granata at 323 North Capitol Street.

**Summary**

The Finance Committee met on Tuesday, November 2, 2010 regarding a utility adjustment for Mr. George Granata at 323 North Capitol Street. At the time Mr. Granata purchased the residence, the property had two structures (the main house and a rental structure). Mr. Granata did not want to be in the rental business; therefore, no one is living in the rental structure and the rental structure is being used as a pool house. The Finance Committee unanimously moved approval to recommend to City Council to reduce the utility charges from two units to one unit with no credits or adjustments on previous utility billings.

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

**Account Number**    Reduction in revenue    **Amount**    on utility charges

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

**Mayor's Appt.**     Yes     No

**Supporting documents attached**  
 None

**Recommendation**  
 Staff recommends approval.

**Action Needed**     Public Hearing     Motion     Emergency Clause

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**Agenda Item Cover Letter**

<b>Meeting</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> November 16, 2010	<b>Contact</b> Wanda Calvert City Clerk/Treasurer
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**Agenda Item**

Consider approval of Requisitions for Payment from the Guthrie Custodial Agency Account to:  
 (1) Bank of Oklahoma for the Annual Administration Fee and Administrative Fees for October and November in the amount of \$2,916.00; (2) Howard Excavating & Paving in the amount of \$8,259.71; and (3) to City of Guthrie to close the account in the amount of \$1,310.27.

**Summary**

A Special Election was held on October 9, 2001 and the proposition was approved by the registered voters that the Trust Agreement dated August 16, 1988 by and between the Guthrie Public Works Authority and Bank of Oklahoma be terminated and the \$1,700,000 plus accrued interest currently comprising the Guthrie Job Corps Center Sale Fund held pursuant thereto be withdrawn by the City from such fund and used to acquire land as a site for a fire station and facilities and fire department equipment and to construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus or be used to make lease payment pursuant to lease purchase agreement. The Custodial Agency Agreement established an asset custody account where upon written instruction from the Guthrie Public Works Authority, Bank of Oklahoma will process payments to acquire land, construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus, or to make lease payment. Within the Agreement, Bank of Oklahoma is entitled to receive an Annual Fee for administrating the Account.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>85-85-00-6503</u>	<b>Amount</b>	<u>\$12485.98</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____
<b>Mayor's Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**Supporting documents attached**

- Requisitions for Payment

**Recommendation**

Staff recommends approval.

**Action Needed**     Public Hearing     Motion     Emergency Clause

**REQUISITION FOR PAYMENT**

**(Submit in Triplicate)**

TO: Bank of Oklahoma, National Association  
%Rachel Redd-Singleton  
P.O. Box 24128  
Oklahoma City, OK 73124

Please make the following payment from the Guthrie PWA Custodial Agency Account of the Guthrie Public Works Authority in your custody under a Custodial Agency Agreement dated October 15, 2002:

Payee: Bank of Oklahoma

Address: PO Box 908 Guthrie, OK 73044

Amount: \$2,916.00

Purpose of Payment: Annual Administrative Fee – October 1, 2009 through September 30, 2010 and for Administrative Fees for October and November 2010.

A Special Election was held on October 9, 2001 and the proposition was approved by the registered voters that the Trust Agreement dated August 16, 1988 by and between the Guthrie Public Works Authority and Bank of Oklahoma be terminated and the \$1,700,000 plus accrued interest currently comprising the Guthrie Job Corps Center Sale Fund held pursuant thereto be withdrawn by the City from such fund and used to acquire land as a site for a fire station and facilities and fire department equipment and to construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus or be used to make lease payment pursuant to lease purchase agreement. The Custodial Agency Agreement established an asset custody account where upon written instruction from the Guthrie Public Works Authority, Bank of Oklahoma will process payments to acquire land, construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus, or to make lease payment.

Please indicate on the accompanying copies of this Requisition the date of payment, etc., as provided below and return the copies to the Authority.

FOR THE TRUSTEES OF THE  
GUTHRIE PUBLIC WORKS AUTHORITY

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

Requisition Paid: Date: \_\_\_\_\_

Balance in Account after payment: \$ \_\_\_\_\_



P.O. Box 1270 | Tulsa, OK 74101-1270

<p>TRUST ADMINISTRATOR  RACHEL SINGLETON  (405) 936-3972</p> <p>INVOICE NUMBER: 5061407  INVOICE DATE: 10/22/2010  ANNUAL FEE</p> <p><b>TOTAL AMOUNT DUE \$2,500.00</b></p>
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ATTN: WANDA CALVERT  
CITY OF GUTHRIE  
PO BOX 908  
GUTHRIE OK 73044

GUTHRIE PWA CUSTODIAL AGENCY  
ACCT

ACCOUNT NUMBER 75-4036-01-0



TRUSTEE FEE	2,500.00 X	1.00	\$2,500.00
<b>TOTAL AMOUNT DUE</b>			<b>\$2,500.00</b>



<u>ACCOUNT(S)</u>	<u>TITLE</u>
75-4036-01-0	GUTHRIE PWA CUSTODIAL AGENCY ACCT

THIS INVOICE COVERS OUR FEE FOR THE PERIOD SHOWN ABOVE. PAYMENT IS DUE UPON RECEIPT.  
PLEASE CONTACT YOUR TRUST ADMINISTRATOR WITH ANY QUESTIONS REGARDING THIS INVOICE OR YOUR ACCOUNT.

**REQUISITION FOR PAYMENT**  
**(Submit in Triplicate)**

TO: Bank of Oklahoma, National Association  
%Rachel Redd-Singleton  
P.O. Box 24128  
Oklahoma City, OK 73124

Please make the following payment from the Guthrie PWA Custodial Agency Account of the Guthrie Public Works Authority in your custody under a Custodial Agency Agreement dated October 15, 2002:

Payee: Howards Excavating & Paving

Address: 901 Riverview Drive New Castle, OK 73065

Amount: \$8,259.71

Purpose of Payment: Paving & excavating for Training Ground behind Fire Department.

A Special Election was held on October 9, 2001 and the proposition was approved by the registered voters that the Trust Agreement dated August 16, 1988 by and between the Guthrie Public Works Authority and Bank of Oklahoma be terminated and the \$1,700,000 plus accrued interest currently comprising the Guthrie Job Corps Center Sale Fund held pursuant thereto be withdrawn by the City from such fund and used to acquire land as a site for a fire station and facilities and fire department equipment and to construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus or be used to make lease payment pursuant to lease purchase agreement. The Custodial Agency Agreement established an asset custody account where upon written instruction from the Guthrie Public Works Authority, Bank of Oklahoma will process payments to acquire land, construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus, or to make lease payment.

Please indicate on the accompanying copies of this Requisition the date of payment, etc., as provided below and return the copies to the Authority.

FOR THE TRUSTEES OF THE  
GUTHRIE PUBLIC WORKS AUTHORITY

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

Requisition Paid: Date: \_\_\_\_\_

Balance in Account after payment: \$ \_\_\_\_\_

**REQUISITION FOR PAYMENT**  
**(Submit in Triplicate)**

TO: Bank of Oklahoma, National Association  
%Rachel Redd-Singleton  
P.O. Box 24128  
Oklahoma City, OK 73124

Please make the following payment from the Guthrie PWA Custodial Agency Account of the Guthrie Public Works Authority in your custody under a Custodial Agency Agreement dated October 15, 2002:

Payee: City of Guthrie

Address: PO Box 908 Guthrie, OK 73044

Amount: \$1,310.27

Purpose of Payment: To close the account.

A Special Election was held on October 9, 2001 and the proposition was approved by the registered voters that the Trust Agreement dated August 16, 1988 by and between the Guthrie Public Works Authority and Bank of Oklahoma be terminated and the \$1,700,000 plus accrued interest currently comprising the Guthrie Job Corps Center Sale Fund held pursuant thereto be withdrawn by the City from such fund and used to acquire land as a site for a fire station and facilities and fire department equipment and to construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus or be used to make lease payment pursuant to lease purchase agreement. The Custodial Agency Agreement established an asset custody account where upon written instruction from the Guthrie Public Works Authority, Bank of Oklahoma will process payments to acquire land, construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus, or to make lease payment.

Please indicate on the accompanying copies of this Requisition the date of payment, etc., as provided below and return the copies to the Authority.

FOR THE TRUSTEES OF THE  
GUTHRIE PUBLIC WORKS AUTHORITY

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

Requisition Paid: Date: \_\_\_\_\_

Balance in Account after payment: \$ \_\_\_\_\_

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**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA Other: _____	<b>Date of Meeting</b> November 16, 2010	<b>Contact</b> Maxine Pruitt, M.S. Director
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**Agenda Item**

Consider approval of Change Order No. 4 for Section A, Guthrie Water Treatment Plant for ten (10) items of changes; 7 additions and 3 deducts, increasing the HCCCo contract to a total of \$18,487.40. This Change Order also increases the number of contract days by 90, which includes inclement weather days and the delivery delay of the crane, making the substantial completion date for the plant December 31, 2010 and the final date, February 17, 2011.

**Summary**

HCCCo's Change Order No. 4 is attached. It itemizes the increases and deductions which increases the total contract price by \$18,487.40, but does not increase the loan. This increase can be paid from the Contingency Line Item of Loan #ORF-08-0009-DWA Loan which has a balance of \$18,475.24, and the funds credited from Myers Engineering inspections, amounting to approximately \$25,000. The Inspections Line Item of Loan #ORF-08-0009-DW has a balance of \$27,623.70.

All of the days that are requested per individual item, equals 90 days taking the final completion date to February 17, 2011.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	Contingency Line Item #ORF-08-0009 DWA	<b>Amount</b>	\$ 18,475.24
	Inspection Line Item #ORF-08-0009 DW		\$27,623.70
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____
<b>Mayor's Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**Supporting documents attached**

- Change Order #4 (9 pages)

**Recommendation**

Staff recommends approval.

**Action Needed**       Public Hearing       Motion       Emergency Clause

# Change Order

No. 4

Date of Issuance: November 2, 2010 Effective Date: \_\_\_\_\_

Project: <b>Water System Improvements</b>	Owner: <b>City of Guthrie/Guthrie Public Works Authority</b>	Owner's Contract No.: <b>DWSRF No. P40-1020903-02</b>
Contract: <b>Water Treatment Plant- Section A</b>		Date of Contract: <b>January 9, 2009</b>
Contractor: <b>HCCCo LLC</b>		Engineer's Project No.: <b>MEC 27050</b>

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Items added to meet field conditions, (see exhibits A & B)  
125 days added to contract to complete change order items.

Attachments: (List documents supporting change):

Exhibits 'A' & 'B'

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>10,400,000.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date) <u>April 2, 2010 (425 days)</u> Ready for final payment (days or date): <u>N/A</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> :  \$ <u>390,141.58</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial completion (days): <u>90 days</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order:  \$ <u>10,790,141.58</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>September 24, 2010</u> Ready for final payment (days or date): <u>November 17, 2010</u>
[Increase] [Decrease] of this Change Order:  \$ <u>18,487.40</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>December 31, 2010</u> Ready for final payment (days or date): <u>February 17, 2011 (90 days from November 17, 2010)</u>
Contract Price incorporating this Change Order:  <u>10,808,628.98</u>	Contract Times with all approved Change Orders: Substantial completion (days or date) _____ Ready for final payment (days or date): _____



ACCEPTED:	ACCEPTED:
By: _____	By: _____
Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____
Approved by Working Agency (if applicable): _____	Date: _____

Exhibit 'A'	Change Order #34	Unit	Quant.	Unit Price	Item Description	Cost	(3) Decrease in Contract Price	(4) Increase in Contract Price
City of Guthrie/Guthrie Public Works Authority								
DHSRF Project No. P40-1020903-02								
MEC Job # 27050								
11/2/2010								
FOE: HCCCo LLC								
125 W. 15th Suite 400								
Tulsa, OK 74119								
You are hereby requested to comply with the following changes from the contract plans and specifications.								
(1)	Change	Unit	Quant.	Unit Price	Item Description	Cost	(3) Decrease in Contract Price	(4) Increase in Contract Price
23	add	LS	1.00	\$3,456.88	1" Butterfly Valve in Backwash	\$3,456.88	\$0.00	\$3,456.88
24	add	LS	1.00	\$3,932.42	48" 7.7' Lower	\$3,932.42	\$0.00	\$3,932.42
25	add	LS	1.00	\$15,108.42	Metal Lab Cabinets	\$15,108.42	\$0.00	\$15,108.42
26	add	LS	1.00	\$7,508.42	Wood Control Cabinets	\$7,508.42	\$0.00	\$7,508.42
27	add	LS	1.00	\$4,708.42	Kitchen Cabinets	\$4,708.42	\$0.00	\$4,708.42
28	add	LS	1.00	\$8,864.42	Row Water Connection	\$8,864.42	\$0.00	\$8,864.42
29	add	LS	1.00	\$4,008.42	Chemical Vent Relocation	\$4,008.42	\$0.00	\$4,008.42
30	delete	LS	1.00	(\$14,100.00)	Deletion of precast wall painting	(\$14,100.00)	(\$14,100.00)	\$0.00
31	delete	LS	1.00	(\$10,000.00)	Deletion for pipe painting	(\$10,000.00)	(\$10,000.00)	\$0.00
32	delete	LS	1.00	(\$5,000.00)	Deletion for VCI	(\$5,000.00)	(\$5,000.00)	\$0.00
Totals of Columns (3) & (4)							(\$29,100.00)	\$47,587.40
Difference Between Columns (3) & (4)								\$18,487.40
Total Change								\$18,487.40
Original Contract Price								\$10,400,000.00
Contract with c/o #1								\$10,400,000.00
Contract with c/o #2								\$10,474,773.80
Contract with c/o #3								\$10,790,141.58
Contract with c/o #4								\$10,808,628.98
New Submittal Completion Date: December 31, 2010; New Final Payment Date from November 17, 2010 (90 days) February 17, 2011.								
The Contractor shall be responsible for paying for the contract and all provisions of the contract will apply hereto.								
Recommended by: <i>[Signature]</i>							Engineer	Date: 11-10-10
Accepted by: _____							Contractor	Date: _____
Accepted by: _____							Owner	Date: _____

EXHIBIT "B"

**HCCCo, L.L.C.**

125 W 15<sup>th</sup> Suite 600 • Tulsa, Oklahoma 74119  
Phone (918) 794-0392 • Fax (918) 743-6601

October 21, 2010

Bill Myers, P.E.  
13911 Quail Pointe Drive  
Oklahoma City, Oklahoma 73134

RE: Change Order 4 Items

Mr. Myers,

We currently have ten items to consider for change order #4. See attachment "A" for price summary breakdown.

Item #1 requires adding a 16" butterfly valve in the old plant backwash line to keep new plant backwash water out of the old plant.

Item #2 requires adding a 48"x72" louver with motorized damper on the west wall of the process building to improve ventilation.

Item #3 is for steel cabinets with chemical resistant counter tops and a sink in the laboratory.

Item #4 is for wood cabinets in the control room with solid surface counter tops.

Item #5 is for wood cabinets in the break room with solid surface counter tops.

Item #6 is connecting the raw water line where the line contractor left off to the new plant and the addition of 3-24" MJ 45 degree bends.

Item #7 is for running the chemical tank vents out the built up roof instead of the standing seam roof.

Item #8 is deleting the paint on the precast concrete panels.

Item #9 is deleting the paint on the plant piping.

Item #10 is changing the Vinyl Composition Tile to acid stain concrete.

We are also requesting 60 days be added to the contract due to the time it took for delivery of the crane. The change order was approved by the council on May 11, 2010. The next day we began the process of getting the purchase order signed so the crane could be ordered. Part of this process is to make a down payment of 25%, which we did. In the change order we requested 90 days according to the information that was provided by the crane manufacturer. This would make the completion of the crane on August 8<sup>th</sup>, 2010. The crane manufacturer did not deliver the crane until September 23, 2010 and did not complete installation until Sept 30, 2010. The roof could not be installed until the crane had been installed due to the overall length of the crane. This caused all of the office interior and the electrical to be delayed. By contract we are not suppose to proceed with any change order item until we have a signed change order. We received the signed change order on August 26, 2010. The date that DEQ approved the change order was August 23,

GENERAL CONTRACTORS • CONSTRUCTION MANAGERS

2010. As you can see in an effort to speed this project up we took it on ourselves to go ahead and order the crane before we had an approved change order. If we had waited until August 26<sup>th</sup> to order the crane the project would not be finished until late spring next year.

In this change order we are requesting 60 days for the crane delays and an additional 30 days for the cabinets and other items. The total days requested are 90 days. The total price for all of the change order #4 items is \$18,487.40. The change order pricing is contingent upon approval of the days.

If you have any questions or comments concerning this matter, please do not hesitate to call me.

Appreciatively,



Billy Perkins  
Project Manager  
HCC Co, LLC

## Attachment "A"

### Change Order #4 - Guthrie Water treatment Plant Improvements

The following pricing represents all cost known at this time to provide material, labor, equipment, sub-contractors, overhead and markup; to add additional project elements not included in the original plans and specifications, as well as, to make modifications to project elements that were included in the original contract documents.

The scope of work for change order #4 includes but is not limited too;

- 1) Add 16" Butterfly Valve in Backwash Line
- 2) Add 48"x 72" Louver
- 3) Add Metal Lab Cabinets
- 4) Add Wood Control Cabinets
- 5) Add Kitchen Cabinets
- 6) Raw Water Connection
- 7) Chemical Vent Relocation
- 8) Deduct for Precast Wall Painting
- 9) Deduct for Pipe Painting
- 10) Deduct for Vinyl Composition Tile

### Change Order #4 - Pricing Summation

Description	Quantity	Units	Extended Cost
1) Add 16" Butterfly Valve in Backwash	1	LS	\$3,112.00
2) Add 48"x 72" Louver	1	LS	\$3,588.00
3) Add Metal Lab Cabinets	1	LS	\$14,764.00
4) Add Wood Control Cabinets	1	LS	\$7,164.00
5) Add Kitchen Cabinets	1	LS	\$4,364.00
6) Raw Water Connection	1	LS	\$8,520.00
7) Chemical Vent Relocation	1	LS	\$3,664.00
8) Deduct for Precast Wall Painting	1	LS	-\$14,100.00
9) Deduct for Pipe Painting	1	LS	-\$10,000.00
10) Deduct for VCT	1	LS	-\$5,000.00
<b>Total Pricing for Items 1-9:</b>			<b>\$16,076.00</b>
<b>15% Markup for Profit and Overhead:</b>			<b>\$2,411.40</b>
<b>Total Pricing for Change Order #4</b>			<b>\$18,487.40</b>
<b>Total Addition Contract Days to be Added this Change Order:</b>			<b>90</b>

1) Add 16" Butterfly Valve In Backwash Line

<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
Direct Cost:				
Labor:				
Superintendent	HR	\$50.00	2.00	\$100.00
Operator	HR	\$25.00	4.00	\$100.00
Laborer	HR	\$18.00	4.00	\$72.00
Equipment:				
Trackhoe	HR	\$85.00	4.00	\$340.00
Material:				
16" Butterfly Valves	LF	\$2,500.00	1.00	\$2,500.00
Total Cost This Item:				<u>\$9,112.00</u>
Total Number of Contract Days to be Added:				<u>1.00</u>

2) Add 48" x 72" Louver and Motorized Damper

<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
Direct Cost:				
Labor:				
Superintendent	HR	\$50.00	2.00	\$100.00
Carpenter	HR	\$22.00	4.00	\$88.00
Material:				
Louver	EA	\$2,200.00	1.00	\$2,200.00
Subcontract:				
EMC	LS	\$1,200.00	1.00	\$1,200.00
Total Cost This Item:				<u>\$3,588.00</u>
Total Number of Contract Days to be Added:				<u>28.00</u>

3) Steel Cabinets with Chemical Resistant Counter Tops and a Sink for

<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
Direct Cost:				
Labor:				
Laborer	HR	\$18.00	16.00	\$288.00
Carpenter	HR	\$22.00	8.00	\$176.00
Material:				
Cabinets	LS	\$10,000.00	1.00	\$10,000.00
Subcontractor:				
Plumber	LS	\$2,000.00	1.00	\$2,000.00
Cabinet Installation	LS	\$2,900.00	1.00	\$2,900.00
Total Cost This Item:				<u>\$14,784.00</u>
Total Number of Contract Days to be Added:				<u>56.00</u>

4) Wood Cabinets for Control Room

<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
Direct Cost:				
Labor:				
Laborer	HR	\$18.00	16.00	\$288.00
Carpenter	HR	\$22.00	8.00	\$176.00
Material:				
Wood Cabinets	LS	\$3,500.00	1.00	\$3,500.00
Counter Tops	LS	\$3,200.00	1.00	\$3,200.00
Total Cost This Item:				<u>\$7,184.00</u>
Total Number of Contract Days to be Added:				<u>28.00</u>

5) Wood Cabinets for Break Room

<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
Direct Cost:				
Labor:				
Laborer	HR	\$18.00	16.00	\$288.00
Carpenter	HR	\$22.00	8.00	\$176.00
Material:				
Wood Cabinets	LS	\$2,500.00	1.00	\$2,500.00
Counter Tops	LS	\$1,400.00	1.00	\$1,400.00
Total Cost This Item:				<u>\$4,364.00</u>

Total Number of Contract Days to be Added: 28.00

6) Connecting Raw Water Line Where Line Contractor Left Off

<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
Direct Cost:				
Labor:				
Operator	HR	\$25.00	40.00	\$1,000.00
Laborer	HR	\$18.00	40.00	\$720.00
Pipe Foreman	HR	\$30.00	40.00	\$1,200.00
Equipment:				
Trackhoe	HR	\$85.00	20.00	\$1,700.00
Material:				
24" MJ 45 RJ	EA	\$1,300.00	3.00	\$3,900.00
Total Cost This Item:				<u>\$8,520.00</u>

Total Number of Contract Days to be Added: 5.00

7) Route Chemical Vent Lines Through Process Roof

<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
Direct Cost:				
Labor:				
Laborer	HR	\$14.00	24.00	\$336.00
Carpenter	HR	\$22.00	24.00	\$528.00
Material:				
PVC Pipe & Fittings	LS	\$1,000.00	1.00	\$1,000.00
Hangers	LS	\$1,800.00	1.00	\$1,800.00
Total Cost This Item:				<u>\$3,664.00</u>
Total Number of Contract Days to be Added:				<u>3.00</u>



**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	November 16, 2010	Jim Ahlgren
<input checked="" type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

**Agenda Item**

Consider Ordinance No. 3216 authorizing a request from OMRF, Oklahoma Municipal Retirement Fund, to amend the City of Guthrie defined benefit plan.

**Summary**

The City's pension plan for nonunion employees is with OMRF. OMRF has recently updated the Defined Benefit Master Plan and Joinder Agreement. The Internal Revenue Service (IRS) has approved the plan. IRS requires that the City formally adopt this new plan language. Please note that the Ordinance contains an emergency clause. Exhibit "B" (known as the OMRF Master Defined Benefit Plan) of the Ordinance was omitted due to length; it is available upon request.

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

**Supporting documents attached**

- OMRF letter of request dated October 27, 2010
- OMRF Summary of Changes
- Ordinance NO. 3216

**Recommendation**

Staff requests approval of Ordinance No. 3216.

**Action Needed**     Public Hearing     Motion     Emergency Clause



Kari M Baser  
Project Specialist

BOARD OF TRUSTEES

October 27, 2010

MARCY ALEXANDER  
STILLWATER  
DISTRICT 5

Jim Ahlgren  
City of Guthrie  
PO Box 908  
Guthrie OK 73044-0908

DONNA DOOLEN  
ADA  
DISTRICT 3

Dear Jim,

JAY HEINRICHS  
BROKEN ARROW  
DISTRICT 1

The OMRF Defined Benefit Master Plan and Joinder Agreement have recently been updated and approved by the Internal Revenue Service (IRS). The IRS requires our members to formally adopt this new plan language as well.

LEROY LAGE  
WATONGA  
DISTRICT 8

Please find enclosed your new OMRF Defined Benefit Master Plan and two (2) sets of the Amending Ordinance and Joinder Agreement for the City of Guthrie with the effective date of January 1, 2011. ***These documents must be approved by your governing board before January 1, 2011.***

JOHN SHUGART  
BETHANY  
DISTRICT 6

Also enclosed is a summary of the plan changes. Some of the changes are required, while others provided clarification in the plan language. There are two new options in the Joinder agreement pertaining to compensation. Both of these options are defaulted to match the current language. If you would like more information on the new options and the impact on your plan, please contact Cindy Shattuck or Jodi Cox at 888-394-6673.

GEORGE WILKINSON  
WEATHERFORD  
DISTRICT 7

After your governing board has approved the new documents, please return the following to OMRF as soon as possible:

- One (1) Ordinance
- Two (2) Joinder Agreements

BERTHA ANN YOUNG  
SHAWNEE  
DISTRICT 4

After the OMRF Board of Trustees has signed the Joinder Agreements, one original will be returned for your files.

If you would like an electronic version of the documents, please email me at [kbaser@okmrf.org](mailto:kbaser@okmrf.org). We are pleased to have you as an OMRF member! Providing this legal service to you is just one of the many advantages you receive while participating in Oklahoma's premiere municipal retirement program!

Sincerely,

enclosures

# Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement Summary of Changes

The following summarizes the significant changes to the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement recently approved by the IRS:

## A. Master Defined Benefit Plan

<u>Section</u>	<u>Description</u>
2.1(b)	<p><b>“Actuarial Equivalent.”</b> Incorporates a required reference to the mortality table that applies for purposes of calculating/determining whether a Participant’s annual benefit exceeds the limit contained in Article X of the Plan.</p>
2.1(f)	<p><b>“Average Monthly Compensation.”</b> Now allows the Employer to select (in the Joinder Agreement) the number of consecutive months that will be used to calculate Average Monthly Compensation, rather than automatically using 60 months.</p> <p>Provides that the number of consecutive months of service will include non-credited periods under an Authorized Leave of Absence.</p> <p>Also provides that if an Employee has less than the number of consecutive months selected by the Employer in the Joinder Agreement, the Employee’s actual consecutive months will be used to calculate Average Monthly Compensation.</p>
2.1(l)	<p><b>“Compensation.”</b> Defines Compensation as wages for purposes of Code § 3401(a), plus certain other amounts. Allows the Employer to specify modifications to the definition of Compensation in the Joinder Agreement.</p>
3.1	<p><b>“Eligibility.”</b> Provides that the term “Employee” is defined in the Joinder Agreement. Also provides that a person who has been classified as an independent contractor but is reclassified as an “Employee” will not be eligible to participate in the Plan.</p>
3.4	<p><b>“Pick-up Contributions.”</b> Provides in part that a private letter ruling is required if the sponsor/employer wishes a ruling on pick-up contributions.</p>
4.1	<p><b>“Normal Pension.”</b> Provides that an employee is eligible for a Normal Pension if his employment classification has changed such that he is no longer eligible to participate in the Plan (e.g., a part-time employee) on or after his Normal Retirement Date – provided that he is 100% vested.</p>
7.2	<p><b>“Other Forms of Payment.”</b> Now includes an Option G, which allows a payee to receive a combination of Option F and Option D or Option E.</p>
7.6(a)(i)	<p><b>“Eligible Rollover Distribution.”</b> Provides that a portion of a distribution will not fail to be an eligible rollover distribution because it consists of after-tax employee contributions that are not includible in gross income – but restricts the type of plans that the portion may be paid to.</p>
7.6(a)(ii)	<p><b>“Eligible Retirement Plan.”</b> An “Eligible Retirement Plan” now includes an annuity contract described in Code § 403(b); an eligible plan under Code § 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision that agrees to separately account for transferred amounts.</p> <p>Also, the definition of “Eligible Retirement Plan” now applies in the case of a distribution to a Participant’s surviving non-spouse Beneficiary – provided, however, that the direct rollover may only be made to an individual retirement account or annuity described in Code § 408(a) or 408(b).</p>

7.7	<b>"Minimum Distribution Requirements."</b> As required by Code § 401(a)(9), for purposes of determining the required minimum distributions beginning with the 2003 calendar year, this section generally provides that a Participant's entire interest will be distributed, or begin to be distributed, no later than the April 1 of the calendar year following the later of (a) the calendar year in which the Participant attains age 70½, or (b) the calendar year in which the Participant retires.
8.1(a)	<b>Transfers to Another Category With Same Employer.</b> This subsection provides that if an Employee is transferred to a department, classification, or category with his Employer and is consequently no longer eligible to participate in this Plan, his participation ceases and he does not continue to accrue service for the purposes of benefit accruals or additional vesting credit.
9.1(a)(14)	<b>Committee Powers.</b> Expressly gives the Committee the power to appoint persons to perform certain tasks, including but not limited to, persons to receive and separately account for certain payments and payroll deductions consisting of contributions or assets under the Plan for the Fund.
9.1	<b>City Treasurer and City Personnel Officer.</b> Removed 9.1(c) and 9.1(d) from the old Plan. The Plan no longer provides that the City Treasurer is the Treasurer of the Plan, and no longer provides that the City Personnel Officer will assist in the administration of the Plan.
9.4	<b>Abandonment of Benefits.</b> Generally provides that if a Participant or Beneficiary is entitled to receive benefits under the Plan, but their whereabouts are unknown, the benefits will be forfeited if the Committee has mailed to such person notice of the right to receive benefits, and after one year, mails the notice again. But this section also provides that if the whereabouts of such a lost Participant or Beneficiary (whose benefits have been forfeited) later becomes known to the Committee and the person makes a claim for benefits, the Committee shall reinstate the forfeited benefits.
9.5	<b>Benefits Payable to Incompetents.</b> Where payments are due to a minor or another person under legal disability, at the discretion of the Committee, the payments may be made to either (a) a parent, spouse, relative by blood or marriage; or (b) the person's legal representative.
10.2-10.4	<b>Limitation on Benefits.</b> As required by Code § 415, these sections generally provide that the annual benefit payable to a Plan Participant will not exceed \$160,000 (this number is adjusted annually, and is \$195,000 for 2010), but this amount is subject to adjustment as provided in 10.4(g).
10.12(a)-(b)	<b>Re-employment of Retired Employees.</b> Where a retired Employee receives Pension payments and then is later re-employed, the Pension payable upon his subsequent Retirement is equal to the sum of (a) the amount he had been receiving for his prior Retirement, subject to cost-of-living adjustments, payable under the same form of annuity elected for his prior Retirement; and (b) an amount determined solely for his Compensation and Service with the Employer after re-employment, payable in the form elected under Article V, VI, or VII.
12.3	<b>Amendments.</b> This section allows McAfee & Taft to adopt certain required amendments on behalf of all Employers without each Employer being required to separately adopt the amendments.

**B. Joinder Agreement**

<u>Section</u>	<u>Description</u>
4	<b>Definition of Compensation.</b> Allows the Employer to exclude certain items (such as overtime and bonuses) from the definition of Compensation.
5	<b>Average Monthly Compensation.</b> Allows the Employer to use either 36 consecutive months or 60 consecutive months for purposes of determining Participants' Average Monthly Compensation, which is defined in Section 2.1(f) of the Master Plan Document and which is used in Section 5.1(a) of the Master Plan Document to calculate Participants' normal pension.

ORDINANCE NO. 3216

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF GUTHRIE, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF GUTHRIE, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY.

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

**Section 1.** That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **January 1, 2011**, the amended and restated Plan designated "Employee Retirement System of the City of Guthrie, Oklahoma, Defined Benefit Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

**Section 2. FUND.** A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

**Section 3. APPROPRIATIONS.** The City of Guthrie, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Guthrie, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Benefit Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

**Section 4. EXECUTION.** The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Guthrie, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

**Section 5. REPEALER.** Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

**Section 6. SEVERABILITY.** If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

**Section 7. EMERGENCY.** Whereas, in the judgment of the City Council of the City of Guthrie, Oklahoma, the public peace, health, safety, and welfare of the City of Guthrie, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

\*\*\*END\*\*\*

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Guthrie on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and was duly adopted and approved by the Mayor and City Council, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Guthrie

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Approved as to form and legality on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND  
MASTER DEFINED BENEFIT PLAN  
JOINDER AGREEMENT**

City of Guthrie, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Guthrie, Oklahoma, hereby establishes a Defined Benefit Plan to be known as City of Guthrie Plan (the "Plan") in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

**1. Dates.**

- This instrument is a new Plan effective \_\_\_\_\_.
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective January 1, 1969. The effective date of this Joinder Agreement is January 1, 2011, except as otherwise stated in the Plan and the Joinder Agreement.

**2. Employee.**

The word "Employee" shall mean:

- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, is an employee of the Employer and is .
- The word "Employee" shall not include:
- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person who is in the position of Department Manager and who is covered under another retirement program approved by the City Council.

**3. Eligibility.**

Eligible Employees shall commence participation in the Plan: (Select only one)

- \_ month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date.
- On the Employee's Employment Commencement Date.

**4. Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay.
- Bonuses.
- Commissions.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Other: Accrued vacation or sick leave paid upon termination of employment and moving expenses.

**5. Average Monthly Compensation.**

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of The Oklahoma Municipal Retirement Fund Master Defined benefit Plan is:

- sixty (60) consecutive months.
- thirty-six (36) consecutive months.

**6. The Employer hereby elects the following Plan design:**

- Mandatory Contribution Option.** An Employee shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan. Mandatory Contributions shall be made by payroll deductions. An Employee shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Employee's contributions are to be taxed deferred:

- Pick-Up Option.** The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick-up and pay the percentage of each Participant's Compensation required to be contributed as of April 1, 1992 in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- Non-Contributory Option.** Participants shall not be required nor permitted to contribute to the Plan.

**7. A. Payment Options.** The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- Sixty (60) monthly payments.
- One hundred and twenty (120) monthly payments.

**B. Plan Options.** The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

- Plan AAA - 3% with no maximum Years of Service
- Plan AAA - 3% recognizing a maximum of 22 Years of Service
- Plan AA - 2.625%
- Plan BB - 2.25%
- Plan CC - 1.875%
- Plan A - 1.5%
- Plan B - 1.125%
- Plan C - .75%

**C. Normal Retirement Age.** Normal retirement age shall be:

- Age 65
- The earlier of (i) and (ii) as follows:
  - (i) age 65
  - (ii) the later of age 62 and the age at which the Participant has completed 30 years of service.

**Examples:** An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.

An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

- Modified Rule of 80:
  - The earlier of (i) and (ii) as follows:
    - (i) age 65
    - (ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed years of credited service total 80 or greater. To be eligible, the Participant's age plus service must be at least 80 prior to termination of employment.

**Examples:** 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.

- 2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus service points at age 50 but the minimum age for payment is 55.
- 3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

**D. Vesting Options.** The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.

- Ten Year Cliff Vesting Schedule
- Seven Year Cliff Vesting Schedule
- Five Year Cliff Vesting Schedule

**E. Service Credit Prior to Original Plan Effective Date.** The Employer hereby elects to include the following limitation of service prior to the original Plan effective date.

- No limitation
- Service credit prior to the original Plan effective date shall not exceed \_\_\_ years.

**F. Service Buyback.** The Employer hereby elects

- No service buyback pursuant to Section 10.13 of the Plan
- The service buyback provisions of Section 10.13 of the Plan.

**G. Service for Worker's Compensation Period.** If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
- shall not be credited with Service for such period.

**8. Contributions by Employees.**

If Employees are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after July 1, 1998.

a.  The Employee contribution formula in Section 3.3 of the Plan shall use the following maximum percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

- Plan AAA - 6.0%
- Plan AA - 5.25%
- Plan BB - 4.5%
- Plan CC - 3.75%
- Plan A - 3%
- Plan B - 2.25%
- Plan C - 1.5%

b.  The contribution formula shall be 3.69% of compensation. (Not to exceed the percentages in above paragraph).

c.  The contribution as annually determined each year shall be shared by the Employee and Employer as follows:

- Employee portion %
- Employer portion %

(Employee plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Employee as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

**9. Cost-of-Living Option.**

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

No Cost-of-Living Option.

Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.4 (Deferred Vested Pension), 6.3A and 6.3B (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be \_\_, the original date that the Employer elected the Cost-Of-Living Option.

**10. Retiree Plan Improvement Option.**

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment of the Effective Date of this Joinder Agreement, shall

be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

be increased by \_\_\_% effective \_\_\_\_. Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

not be increased, but shall continue to be paid under the terms of the Previous Plan.

**11. Limitations on Optional Benefit Forms.**

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

Optional benefit forms under Section 7.2 of the Plan will not be permitted.

Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by an Employee, subject to the following limitation(s):

Lump sum distributions will be allowed if there is no substantial impact to the costs of the plan based on the OMRF actuary's opinion

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

**12. Defined Contribution Option.**

Not applicable.

Participant shall be entitled to the benefit under this option, in addition to the benefit determined according to Section 7B.

An account shall be created for each active Participant as of the effective date of the option. The beginning balance of the account shall be the Participant's Contribution Accumulation. The account shall be credited with:

- (1) Mandatory Contributions made by the Participant after the effective date of the option.
- (2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OMRF) Defined Benefit Fund.

As soon as administratively possible after termination of employment or death, the administrator shall pay the Participant or Beneficiary if applicable, the account balance. The Participant may elect to receive the benefit in any of the Benefit options permitted under the plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences.

The administrator shall determine the method of determining the investment earnings and the date such investment earnings are credited.

This option shall be effective \_\_.

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**13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.**

IN WITNESS WHEREOF City of Guthrie has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Guthrie

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

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

Attest:

\_\_\_\_\_

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

(SEAL)

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**14. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

OKLAHOMA MUNICIPAL RETIREMENT FUND

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

Title: Chairman

Attest:

\_\_\_\_\_  
Secretary

(SEAL)

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main house and a rental structure). Mr. Granata did not want to be in the rental business; therefore, no one is living in the rental structure and the rental structure is being used as a pool house. Motion by Finance Committee Chairman Ayers, seconded by Finance Committee Member Coffin, moved approval to recommend to City Council to reduce the utility charges from two units to one unit with no credits or adjustments on previous utility billings. A roll call vote was taken.

Aye: Ayers, Coffin, Gomes  
Nay: None

Finance Committee Chairman Ayers declared the motion carried unanimously.

**Adjournment.** Motion by Finance Committee Chairman Ayers, seconded by Finance Committee Member Coffin, moved approval to adjourn. A roll call vote was taken.

Aye: Ayers, Coffin, Gomes  
Nay: None

Finance Committee Chairman Ayers declared the motion carried unanimously at 6:00 p.m.

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Wanda Calvert, City Clerk

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Trey Ayers, Finance Committee Chairman

MINUTES

CITY COUNCIL MEETING

Council Workshop

November 2, 2010

The special meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, October 29, 2010 before 5:00 p.m. and held November 2, 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	Patty Hazlewood
	John Wood	Ellen Gomes	Gaylord Z. Thomas
	Mary Coffin		

Members Absent: None

Staff Present:	Matt Mueller	Wanda Calvert	Lance Crenshaw
	Rene Spineto	Maxine Pruitt	Jim Ahlgren

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

**Discussion of proposed change order for the Water Treatment Plant.** City Engineer Bill Myers and representatives from HCCCco, LLC explained the proposed Change Order No. 4. There are ten items to consider for Change Order No. 4 in the amount of \$18,487.40 as follows:

1. Add 16" Butterfly valve in Backwash Line
2. Add 48" x 72" Louver with Motorized Damper
3. Add Steel Lab Cabinets with Chemical Resistant Counter Tops and a Sink in the Laboratory
4. Add Wood Control Cabinets with Solid Surface Counter Tops
5. Add Kitchen Cabinets in the Break Room with Solid Surface Counter Tops
6. Raw Water Connection (3-24" MJ 45 Degree Bends)
7. Chemical Vent Relocation
8. Deduct for Painting on the Precast Concrete Panels
9. Deduct for Paint on the Plant Piping
10. Changing the Vinyl Composition Tile to Acid Stain Concrete

Also, HCCCco, LLC is requesting a total of 90 days extension as follows:

1. Sixty days be added to the contract due to the time it took for delivery of the crane. From the approval to order the crane on May 11, 2010 the manufacturer

did not deliver the crane until September 23, 2010 and did not complete installation until September 30, 2010. The roof could not be installed until the crane had been installed due to the overall length of the crane. This caused all of the office interior and the electrical to be delayed

2. Thirty days for the cabinets and other items

This change order will change the substantial completion date to December 31, 2010 with final payment due on February 17, 2011.

**Questions and discussion regarding agenda items.**

Contract with ODOC for the Wind Energy Grant (Phase II) – On November 6, 2009 the Oklahoma Department of Commerce notified the City that the wind turbine project for our Wastewater 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, in which the reviews are completed and Phase II is the actual construction and installation of the turbine in the amount of \$710,700.

Budget Amendment No. 5 – The proposed Budget Amendment No. 5 is the FY 2010 Year End Budget Amendment and is increasing the (1) Grants Fund for funds received for the Wind Turbine Grant; (2) created the 2010 Airport Escrow Fund per FAA/OAC requirements; (3) GPWA Revenue Bond Trust Fund and OKC Waterline Fund to pay the Series 2001 and 2002 Revenue Bonds in full; (4) created CMOM Fund; (5) voided outstanding checks in the Utility Deposit Fund per State Law; and (6) Airport Grant Fund received funds from OAC not budgeted.

Agreement with YMCA - City staff has been in negotiation for the past few months regarding a partnership with the YMCA for the YMCA to take over management operations of the municipal swimming pool. Under this agreement, the City would still be responsible for all chemicals and maintenance costs, but the YMCA would be responsible for the hiring and management of the operations. The City would provide the YMCA with \$5,000 administrative fee and the YMCA would also collect all of the revenue. This agreement will save the City an estimated \$32,459 in expenses. Once the loss of revenue is factored in, the City will be better off by \$22,459 than if the function was kept in-house. The Guthrie Parks Board has approved this agreement with a unanimous vote.

Special Use Permit - Mr. Jeff Rhodes submitted a request for a Special Use Permit for his property located at 511 North 11<sup>th</sup> Street, which is in an R-1 Residential Zoning District (Single Family Homes). The facility is a commercial structure and has been vacant for many years. Mr. Rhodes' request is to use the facility as an auto body repair shop. Approximately one year ago, the Planning Commission and the City Council heard and approved an application to establish an auto repair garage located directly across the street from this location. These are the only two commercial-type structures located in this neighborhood.

It should be noted the Code Enforcement Office had received a complaint from a neighbor that the applicant had been using the structure for auto body and painting work. The Code Enforcement Officers made contact with the applicant and he was told the structure was illegally occupied and a body shop was not allowed in a residential area without a Special Use Permit. The applicant agreed to cease activities and made application to the Planning Commission for the Special Use Permit. Letters were mailed to twenty-five neighbors in the surrounding neighborhood regarding the request and a notice was placed in the Guthrie News Leader on September 26, 2010. There was one letter of support received. The Planning Commission heard the request on October 14, 2010 with discussion regarding the type of work that would be done at this location and recommended to City Council to approve the Special Use Permit to the applicant with the following conditions:

1. No painting will be done at this location
2. All work must be done inside the building
3. Hours of operation: Mon-Sat 8:00 a.m. to 9:00 p.m. and Sun from 1:00 p.m. to 9:00 p.m.
4. No inoperable vehicles are to be kept on site
5. Maximum vehicle parking for three vehicles only

Purchase Airport Property – City staff is requesting approval to amend the agreement to purchase additional land at Guthrie-Edmond Regional Airport to pay costs of oil well removal up to \$25,000 (Bross Property). The grant documents are due to the Oklahoma Aeronautics Commission (OAC) this Thursday to fund \$22,500 with the matching funds in the amount of \$1,250 each for the City of Guthrie and the City of Edmond.

Resolution No. 2010-17 - Honor Park has been under the care of the American Legion since spring of 2009. Since that time, many improvements have been made. It was discovered by representatives from the Legion that money for park improvements could be obtained by the national chapter if the park was designated as a monument park rather than a recreational park. The Guthrie Parks Board has approved this action with a unanimous vote.

Executive Sessions – There are two proposed executive sessions: (1) the employment of an Alternate Municipal Judge and (2) matters pertaining to economic development.

**Request for future items of discussion.** None.

**Adjournment.** There being no further business, Mayor Burtcher declared the meeting adjourned at 6:43 p.m.

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Wanda Calvert, City Clerk

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Chuck Burtcher, Mayor

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MINUTES

CITY COUNCIL MEETING

November 2, 2010

The regular meeting of the sixtieth City Council of Guthrie, Oklahoma was posted on Friday, October 29, 2010 before 5:00 p.m. and held November 2, 2010 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 7:06 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	Wanda Calvert	Lance Crenshaw
	Rene Spineto	Jim Ahlgren	Lee Ivie
	Maxine Pruitt	Damon Devereaux	

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

**Consent Agenda.** Consent Agenda G, FY 2011 Street Capital Improvements Program, was removed for further discussion. Motion by Vice Mayor Ayers, seconded by Councilmember Hazlewood, moved approval of the Consent Agenda as follows:

- A. Consider approval of the minutes from the Special City Council Workshop Meeting held on October 19, 2010.
- B. Consider approval of the minutes from the Regular City Council Meeting held on October 19, 2010.
- C. Consider approval of the minutes from the Special City Council – Street Committee Meeting held on October 25, 2010.

D. Consider approval of Claims:

General Fund:	\$59,518.68
Grants Fund:	\$ 490.13
Capital Projects Fund:	\$ 3,199.31
Airport Fund:	<u>\$ 718.09</u>

TOTAL CLAIMS: \$63,926.21

- E. Consider approval to accept the contract with Oklahoma Department of Commerce, State Energy Office (SEO) for Phase II of the grant with the purpose of installing a wind turbine to provide electric power to the Wastewater Treatment Plant in the amount of \$710,700.
- F. Consider approval of Budget Amendment No. 5 increasing GPWA Fund, Grants Fund, 2010 Airport Escrow Fund, Water Treatment Plant Fund, GPWA Revenue Bond Trust Fund, CMOM Fund, Utility Deposit Fund, OKC Waterline Fund, Airport Grant Fund and GIDA Fund for FY 2010 Year End.

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

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

Mayor Burtcher declared the motion carried unanimously.

**Consent Agenda G. Consider approval of the recommendation of the Street Committee for the FY 2011 Street Capital Improvements Program.** The Street Committee met with City staff on Monday, October 25, 2010 to review the schedule for street paving in and around the City of Guthrie utilizing the funds (\$100,000) appropriated in the FY 2011 Budget. The Street Committee recommended to stay with the present schedule and proceed with as much paving as the Street CIP Fund will allow as follows: to pave (1) Sigma Drive; (2) the 1300 block of East Cleveland Avenue; (3) Lakeside Drive from 400 feet north of Lakewood to Foster; and (4) use the remaining funds to patch two large areas on Lakewood, west of Guthrie Lake. Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval the Street Committee's recommendation to utilize the appropriation of \$100,000 for the FY 2011 Street Capital Improvements Program to pave (1) Sigma Drive; (2) the 1300 block of East Cleveland Avenue; (3) Lakeside Drive from 400 feet north of Lakewood to Foster; and (4) use the remaining funds to patch two large areas on Lakewood, west of Guthrie Lake. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**Consider approval of Treasurer's Report.** Motion by Councilmember Thomas, seconded by Vice Mayor Ayers, moved approval of the Treasurer's Reports for September 2010. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**Public hearing and consider action of a request by Jeff Rhodes for a Special Use Permit to provide for an Auto Body Repair Shop at 511 North 11<sup>th</sup> Street.** Mr. Jeff Rhodes submitted a request for a Special Use Permit for his property located at 511 North 11<sup>th</sup> Street, which is in an R-1 Residential Zoning District (Single Family Homes). The facility is a commercial structure and has been vacant for many years. Mr. Rhodes' request is to use the facility as an auto body repair shop. Approximately one year ago, the Planning Commission and the City Council heard and approved an application to establish an auto repair garage located directly across the street from this location. These are the only two commercial-type structures located in this neighborhood. It should be noted the Code Enforcement Office had received a complaint from a neighbor that the applicant had been using the structure for auto body and painting work. The Code Enforcement Officers made contact with the applicant and he was told the structure was illegally occupied and a body shop was not allowed in a residential area without a Special Use Permit. The applicant agreed to cease activities and made application to the Planning Commission for the Special Use Permit. Letters were mailed to twenty-five neighbors in the surrounding neighborhood regarding the request and a notice was placed in the Guthrie News Leader on September 26, 2010. There was one letter of support received. The Planning Commission heard the request on October 14, 2010 with discussion regarding the type of work that would be done at this location and recommended to City Council to approve the Special Use Permit to the applicant with the following conditions:

1. No painting will be done at this location
2. All work must be done inside the building
3. Hours of operation: Mon-Sat 8:00 a.m. to 9:00 p.m. and Sun from 1:00 p.m. to 9:00 p.m.
4. No inoperable vehicles are to be kept on site
5. Maximum vehicle parking for three vehicles only

A public hearing was held for the purpose of soliciting public comment(s) regarding a Special Use Permit for an Auto Body Repair Shop at 511 North 11<sup>th</sup> Street. There was no public comment. Motion by Councilmember Coffin, seconded by Councilmember Hazlewood, moved approval of the request by Mr. Jeff Rhodes for a Special Use Permit to provide for an Auto Body Repair Shop, with the above five conditions, at 511 North 11<sup>th</sup> Street. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**New Business as authorized by Title 25, O.S. Section 311(9) to consider authorizing amendment to agreement to purchase additional land at Guthrie-Edmond Regional Airport to pay costs of oil well removal up to \$25,000 (Bross Property).** The City received information from Four-O-One Company this morning regarding an offer to close the

oil well at the Guthrie-Edmond Regional Airport at a cost of \$25,000. City staff is requesting approval to amend the agreement to purchase additional land at Guthrie-Edmond Regional Airport to pay costs of oil well removal up to \$25,000 (Bross Property). The grant documents are due to the Oklahoma Aeronautics Commission (OAC) this Thursday to fund \$22,500 with matching funds in the amount of \$1,250 each for the City of Guthrie and the City of Edmond. Motion by Councilmember Thomas, seconded by Vice Mayor Ayers, moved approval of amending the agreement to purchase additional land at Guthrie-Edmond Regional Airport to pay costs of oil well removal up at \$25,000 (Bross property). Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**Discussion and possible consideration of Resolution No. 2010-17 designating Honor Park as a Monument Park.** Honor Park has been under the care of the American Legion since spring of 2009. Since that time, many improvements have been made. It was discovered by representatives from the Legion that money for park improvements could be obtained by the national chapter if the park was designated as a monument park rather than a recreational park. The Guthrie Parks Board has approved this action with a unanimous vote. Motion by Councilmember Wood, seconded by Councilmember Hazlewood, moved approval of Resolution No. 2010-17 designating Honor Park as a Monument Park. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**City Manager's Report.** Informed the final session for the Citizens Government Academy will be this Thursday with a reception to be held at 6:00 p.m. on November 16, 2010 for graduation to be held during the City Council Meeting.

**Requests/comments from members of the City Council.** Councilmember Hazlewood encouraged the community to donate to God's Food Bank.

Councilmember Coffin informed the City Council and the community of the events happening in Guthrie.

Councilmember Wood expressed congratulations to the Guthrie High School Football Team and the Guthrie High School Cross Country Team on their success.

Mayor Burtcher expressed congratulations to OG&E members on taking first place in the pole climbing event at the International Linemen Rodeo.

**Consider convening an Executive Session pursuant to the authority of Title 25, O.S. 2001, Section 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, resignation or termination of Council-appointed employee (Alternate Municipal Judge).** The City Council did not convene into executive session.

**Consideration of the employment, hiring, appointment, promotion, demotion, disciplining, resignation or termination of Council-appointed employee (Alternate Municipal Judge).** Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval of appointing Brian Pierson as the City of Guthrie Alternate Municipal Judge. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

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

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

Mayor Burtcher declared the motion carried unanimously at 7:31 p.m.

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Wanda Calvert, City Clerk

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Chuck Burtcher, Mayor

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CITY OF GUTHRIE

CLAIMS

November 16, 2010

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

A handwritten signature in black ink, appearing to read "Kim Biggs", written over a horizontal line.

Kim Biggs  
Purchasing Agent

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

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Matt Mueller  
City Manager

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Agenda Item Cover Letter

Meeting: [x] City Council, [ ] GPWA, [ ] Other:
Date of Meeting: November 16, 2010
Contact: Lee Ivie 282-2312

Agenda Item

Consent to assign the present lease between Scott McGarry and The City of Guthrie for property at the airport(space # 12), to Mr. Butch Adams.

Summary

Mr. McGarry wishes to sale his hangar at the airport to Mr. Adams. Under the terms of the property lease any assignment of this lease needs to have written consent from the Lessor and signed by the Mayor of Guthrie. The present lease was entered into on the 16th day of September 2003 and ends on the 1st day of December 2033. Additionally Lessee shall have the right to renew the term of this lease for two(2) terms of five (5) years). This property is leased at a rate of \$.07 per square foot annually with a consumer price index (CPI) adjustment every five years proceeding the anniversary date of the lease.

Funding Expected: [x] Revenue, [ ] Expenditure, [ ] N/A
Budgeted: [ ] Yes, [ ] No, [x] N/A
Account Number: [00-00-00-0000], Amount:
Legal Review: [ ] N/A, [x] Required, Completed Date: 11/12/10
Mayor's Appt.: [ ] Yes, [ ] No

Supporting documents attached

- Property Lease (space # 12)
Assignment of Lease

Recommendation

Assign current lease between Guthrie and Scott McGarry to Butch Adams

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

ASSIGNMENT OF LEASE

WHEREAS, Scott McGarry is Lessee of an Airport Hangar Lease with the City of Guthrie acting as Lessor, the lease being dated September 16, 2003, regarding Hangar Number 12 at the Guthrie/Edmond Regional Airport; and

WHEREAS, Scott McGarry desires to sell the interest in his hangar to H.G. Adams and H.G. Adams desires to buy the hangar and assume the lease of McGarry;

Scott McGarry does by execution hereof assign all his interest in the hangar Lease Agreement dated September 16, 2003, as relates to Hangar Number 12 at the Guthrie/Edmond Regional Airport to H.G. Adams.

H.G. Adams assumes said lease and all obligations under said lease as assignee of the lease.

Executed this \_\_\_\_\_ day of November, 2010.

\_\_\_\_\_  
Scott McGarry, Lessee/Assignor

\_\_\_\_\_  
H.G. Adams, Lessor/Assignee

The City Council of the City of Guthrie, Oklahoma, does on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, consent to the assignment herein of Hangar Ground Lease Dated September 16, 2003 as relates to Hangar Number 12 at the Guthrie/Edmond Regional Airport.

\_\_\_\_\_  
Chuck Burtcher, Mayor

AMENDMENT TO HANGAR GROUND LEASE AGREEMENT

THIS Amendment to Hangar Ground Lease Agreement dated the 16th day of September, 2003 between The City of Guthrie, Oklahoma, a municipal corporation, (hereinafter called "Lessor") and Scott McGarry doing business as \_\_\_\_\_, (hereinafter called "Lessee").

WHEREAS, the parties entered to above Hangar Ground Lease Agreement and the Lessee constructed a hangar on real property of the City of Guthrie, Oklahoma.

WHEREAS, the parties desire to resolve the issue of ad valorem taxation of said Hangar improvements;

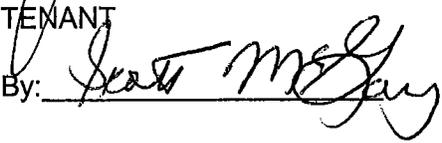
IT IS AGREED that the lease above referenced shall be amended effective date of execution of the original lease agreement whereby the Lessee does convey equitable title in the Hangar improvements to the City of Guthrie, Oklahoma, a municipal corporation which is tax exempt. Legal title to the improvements shall remain in the Lessee and the original lease as entered herein shall remain in full force and effect except as modified herein.

Executed this 3 day of February, 2005.

CITY OF GUTHRIE

By: 

TENANT

By: 

## HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 16<sup>th</sup> day of September, 2003, by and between The City of Guthrie, Oklahoma, a municipal corporation, hereinafter the "LESSOR", and Scott McGarry, hereinafter the "LESSEE".

### WITNESSETH:

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

TO HAVE AND TO HOLD the same for a term commencing on the 1<sup>st</sup> day of October, 2003 (the "Commencement Date") and ending on the 31<sup>st</sup> day of December, 2033, subject to termination as provided herein (the "Lease Term").

2. **RENTALS:** (a) As rental for the use of said facilities, in addition to the other things to be done by the LESSEE, the LESSEE agrees to pay the LESSOR in advance commencing the first day of the execution of this Lease Agreement and in advance on each annual anniversary date the same annual rental amount during each of the remaining four (4) years of the initial five (5) year term thereof, annual rental consisting of the total amounts set forth or computed as follows:

Ground rental for ( 1,681 ) square feet of hangar area, more specifically described in Exhibit "A" attached hereto, at the rate of \$ 117.67 , per annum representing a 0.07 cents per square foot rate to be determined in accordance with the following formula:

$$\underline{1,681} \text{ square feet} \times \$ \underline{0.07} = \$ \underline{117.67}$$

The rental fees payable hereunder shall be subject to review, adjustment and renegotiation every five ( 5 ) years during the thirty ( 30 ) year term of this lease and during the renewal term if exercised, and may be adjusted according to the following:

The rental adjustments contemplated hereunder shall be based upon, but shall not exceed, the annual percentage increase in the Consumer Price Index, or similar index, for each of the five (5) twelve (12) month (5 year) periods immediately proceeding the anniversary date. The new annual rental thus calculated shall be the adjusted rental for the next five (5) twelve (12) month periods commencing with the first day of the first month following the last preceding twelve (12) month period of this lease and payable to LESSOR by LESSEE in a single annual installment on each annual anniversary date hereof.

The LESSOR shall recalculate the adjusted annual rental and notify the LESSEE of the new rate on an annual basis. In the event the LESSEE's initial rental term hereunder begins on a

date other than January 1 in any given year, then in that event the LESSEE's initial annual rental shall be reduced on a monthly pro rata basis with the LESSEE financially responsible initially only for that portion of the years rental amount in which the Premises are actually in the possession of the LESSEE and thereafter on the next succeeding January 1 LESSEE shall be responsible for the next full twelve (12) months of annual rental and each twelve (12) month period thereafter through the term of this lease.

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

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

LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary for such uses and purposes. LESSEE shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises.

No commercial business activities or enterprises shall be permitted within except for routine maintenance and repairs of LESSEE's aviation-related equipment by third parties or adjacent to the hangar facility herein leased, except as above set forth.

It is understood and is the intent of the parties to permit LESSEE to engage in commercial aviation enterprises as from time to time necessitated; provided, that should LESSEE by action or by request indicate a continuing commercial activity other than the LESSEE's business operation and for any other purpose connected with aviation, this lease shall be subject to review by the City Council of the City of Guthrie, Oklahoma, so that such Council can require LESSEE to comply with the same standards as required of other Guthrie Regional Airport commercial operators.

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

5. ALTERATIONS: (a) Should LESSEE elect to construct improvements upon the demised premises which would become a permanent improvement to the property, not subject to removal, then LESSEE shall at LESSEE'S sole expense, prepare plans and specifications for such buildings and improvements to be erected. Such building(s) shall comply in all regards to pertinent and applicable state and federal regulations, ordinances, resolutions, rules and regulations of the City of Guthrie, Oklahoma. Such plans and specifications shall be submitted to LESSOR for LESSOR'S written approval or any revisions required by LESSOR. LESSOR shall not unreasonably withhold such approval, and in the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reason therefor within thirty (30) days after the same are submitted to LESSOR. Prior to commencement of any such work, LESSEE shall furnish LESSOR a good and sufficient surety bond guaranteeing the completion of such building(s) and the payment of all bills thereafter.

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

(c) Alterations, improvements and changes permitted. LESSEE shall have the right to make such alterations, improvements, and changes to any building which may from time to time be on the Premises, as LESSEE may deem necessary, or to replace any such building with a new one of at least equal value, provided that prior to making any such structural alterations, improvements, or changes, or to replace any such building, LESSEE shall obtain LESSOR'S written approval of plans and specifications therefor, which approval LESSOR shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements or changes, or that any proposed new building is at least equal in value to the one which it is to replace, as the case may be. In the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reasons therefor. If LESSOR does not disapprove the plans and specifications provided for in this section within thirty (30) days after the same have been submitted to LESSOR, such plans and specifications shall be deemed to have been approved by LESSOR. LESSEE will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of such building, or that will adversely affect the structural integrity of the building. Prior to commencing any work that will cost in excess of Five Thousand Dollars (\$5,000.00) LESSEE shall furnish LESSOR, on demand, with good and sufficient surety bond insuring the completion of such work and the payment of all bills therefore.

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

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

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

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

9. **ASSIGNMENT AND SUBLETTING:** LESSEE shall not assign or transfer this lease, nor any interest herein, without the prior written consent of LESSOR, signed by the Mayor for the City of Guthrie, Oklahoma, and a consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of LESSOR terminate this lease. LESSOR shall not, however, unreasonably withhold its approval or consent to assign. Neither this lease nor the leasehold estate of LESSEE hereunder in the demised premises, or any building or improvements thereon, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this lease. LESSEE shall provide a written list of tenants from time to time as such tenant(s) change including name(s), mailing address and telephone number.

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

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

(a) **Liability Insurance:** Upon the execution of this Lease, LESSEE shall procure and maintain continuously in effect during the entire term of this Lease and any renewal thereof with respect to the Premises, insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or death of any person or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the

premises or any part thereof. All such insurance shall be issued by a company licensed to do business in the state of Oklahoma and shall be at least in the amount of \$1,000,000.00 for any one occurrence. The policy shall contain an endorsement including the name of the LESSOR as a named insured party.

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

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

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

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

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

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

13. HOLDING OVER: It is agreed that any holding over of the Premises by LESSEE after the expiration of the Lease Term or any extension or renewal thereof, by lapse of time or otherwise, shall operate and be construed as a tenancy of sufferance at One twelfth (1/12) of the annual rental provided for herein. If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is the property of LESSEE, and in the event that such property is owned by someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR, its officials, officers, employees, agents and contractors harmless from all suits, actions, claims, liability, loss, damages and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR, its officials, officers, employees, agents or contractors.

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

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

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

(b) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.

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

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

(e) Failure of LESSEE to pay any rental installment or appropriate portion thereof when due for a period of ninety (90) days or more from the due date shall constitute an event of default and if not paid or cured within said ninety (90) day grace period, shall result in the termination of the Lease and all rights hereunder.

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

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

(b) Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.

(c) Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution or any claim for damages therefor, and relet the Premises on such terms as LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.

(d) Without terminating this Lease, terminate LESSEE'S right to possession of the Premises.

(e) Without terminating this Lease or the LESSEE'S rights to possession hereunder, enforce all of its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under the Lease.

(f) LESSOR may perform for the account of LESSEE any term, covenant or provision of the Lease that LESSEE has failed to perform.

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

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

In the event LESSEE fails to pay any installment of rent hereunder as and when such installment is due, to help defray the additional cost to LESSOR for processing such late payments LESSEE shall pay to LESSOR on demand a late charge in an amount equal to five per cent (5%) of such installment; and the failure to pay such amount within thirty (30) days after demand therefor shall be an event of default hereunder. The provision for such late charge shall be in addition to all of LESSOR'S other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting LESSEE'S remedies in any manner.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of

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

16A. ECONOMIC NONDISCRIMINATION: LESSEE shall, to the extent it provides or furnishes services to the public at the Guthrie Regional Airport or its successor(s), provide or furnish such services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

17. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE:

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

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

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

19. MECHANIC'S LIENS: LESSEE shall have no authority, express and implied, to create or place any lien or encumbrance, of any kind or nature whatsoever, upon, or in any manner to bind the interest of LESSOR in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with LESSEE, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to LESSEE by this instrument. LESSEE covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and

legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold LESSOR harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the LESSOR in the Premises or under the terms of this Lease.

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

(a) All rent and other payments required to be made by LESSEE to LESSOR hereunder shall be payable to LESSOR at the address hereinbelow set forth or at such other address as LESSOR may specify from time to time by written notice delivered in accordance herewith.

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

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

LESSOR:

The Mayor and City Council  
for the City of Guthrie, Oklahoma  
% Airport Manager  
P.O. Box 908  
Guthrie, OK 73044

LESSEE:

Mr. Scott McGarry  
700 S. Kelly  
Edmond, Oklahoma 73003  
340-0712

If and when included within the term "LESSOR", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to LESSOR; if and when included within the term "LESSEE", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for the joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and

payments to LESSEE. All parties included within the terms "LESSOR" and "LESSEE" respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

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

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

23. TAXES: (a) LESSEE agrees to pay, when due, all taxes and assessments levied or assessed as they become due, promptly and before delinquency.

24. LESSEE'S LIABILITY FOR RENT: Time is hereby declared to be of the essence in this agreement as to payment of rentals herein provided and to payment of the rental installments when and as the same shall fall due. Time is further declared to be of the essence as to the performance of the conditions herein by the LESSEE and shall be conditions precedent to the right to continue this Lease. Upon the failure of the LESSEE to pay any installments of rent when the same shall become due or to keep and perform any covenants and conditions herein contained, the LESSOR, after thirty (30) days notice from the date fixed for payment and performance may at its option immediately cancel and terminate this Lease under the provisions and in the manner provided for hereunder.

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

26. RENEWAL: LESSEE shall have the right to extend and renew the term of this Lease for two (2) additional term(s) of five (5) years to commence upon the expiration of the initial Lease Term. LESSEE shall be entitled to exercise this renewal option so long as it is not in default with regard to any of the terms or conditions contained herein. Exercise of the renewal option shall be given by written notice to LESSEE at least sixty (60) days prior to the expiration of the current Lease Term. Rents due under this Agreement for the renewal term shall be adjusted by LESSOR, according to the formula provided in Section 2 hereof entitled "Rentals" based upon the Consumer Price Index, or similar index.

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

(b) The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their

respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

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

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

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

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

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

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

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

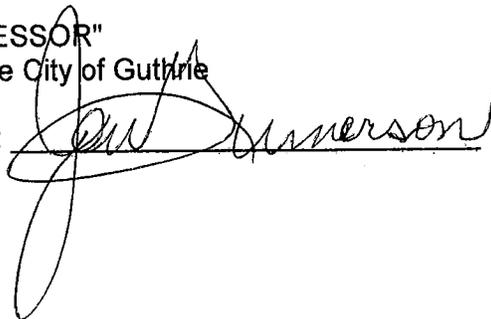
(j) The invalidity, or unenforceability in particular circumstances, of any provision of this Lease shall not extend beyond such provision or circumstance and no other provision hereof shall be affected.

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

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

"LESSOR"  
The City of Guthrie

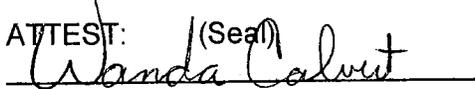
by:



ATTEST:

(Seal)

City Clerk



STATE OF OKLAHOMA

)

SS.

COUNTY OF LOGAN

)

On this 16<sup>th</sup> day of September, 2023 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared DAN EMERSON, to me known to be the identical person who signed the name of the maker thereof as its President, to the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

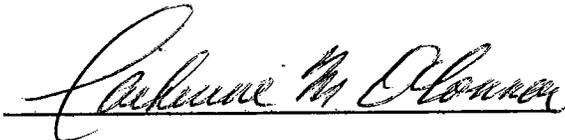
Given under my hand and seal the day and year first above written.

My Commission Expires:

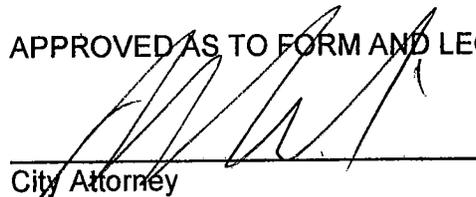
10-7-2023

91013720

Notary Public



APPROVED AS TO FORM AND LEGALITY:



City Attorney



EXHIBIT A

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

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

COMMENCING at the Northwest Corner of said Northwest Quarter;  
THENCE South  $00^{\circ}12'45''$  East along the West line of said Northwest Quarter a distance of 1,622.74 feet;  
THENCE North  $89^{\circ}47'15''$  East and perpendicular to said West line a distance of 1,535.60 feet to the point of beginning;  
THENCE North  $29^{\circ}17'06''$  East a distance of 41.00 feet;  
THENCE South  $60^{\circ}42'54''$  East a distance of 41.00 feet;  
THENCE South  $29^{\circ}17'06''$  West a distance of 41.00 feet;  
THENCE North  $60^{\circ}42'54''$  West a distance of 41.00 feet to the Point of Beginning.

Said tract contains 1,681 square feet or 0.03859 acres more or less.

Otherwise known as "Building # 12".

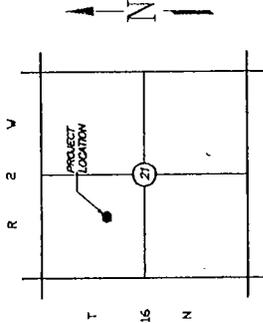
**LEGAL DESCRIPTION**

September 9, 2003

Property located within the Municipal Airport, City of Guthrie, Logan County, Oklahoma, to-wit:

A tract of land lying in the Northwest Quarter (NW/4) of section Twenty-one (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW/4);  
 Thence South 00°12'45" East along the West line of said NW/4 a distance of 1622.74' feet;  
 Thence North 89°47'15" East and perpendicular to said West line a distance of 1535.60' feet to the Point of Beginning;  
 Thence North 29°17'06" East a distance of 41.00 feet;  
 Thence South 60°42'54" East a distance of 41.00 feet;  
 Thence South 29°17'06" West a distance of 41.00 feet;  
 Thence North 60°42'54" West a distance of 41.00 feet to the Point of Beginning.  
 Said tract contains 1681 square feet or 0.03859 acres more or less.



LOCATION MAP  
NOT TO SCALE

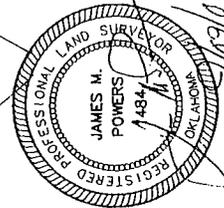
SCALE : 1" = 20'



I, James M. Powers, do hereby certify that I am a Registered Land Surveyor and that the map hereon represents a survey made under my supervision on the 5th day of November, 2002, and that all monuments as shown thereon actually exist and their relative positions are correctly shown.

This survey conforms to the regulations for Land Boundary Surveys, as adopted by the Oklahoma State Board of Registration for Professional Engineers and Professional Land Surveyors.

All distances shown hereon fall within the positional tolerances as defined by the Oklahoma State Minimum Standards, unless noted otherwise.



RED PLAINS SURVEYING COMPANY  
LAND SURVEYING

17 E. Hurd St. Ste. 200  
Edmond, Oklahoma, 73034  
Telephone: (405) 341-4807  
FAX: (405) 341-4807

CERTIFICATE OF AUTHORIZATION NO. 3948 EXPIRES JUNE 30, 2005

FILE LOCATION: Q:\SURVEY\OR\SURVEY\5000\2643\2643.DWG

