



61st City Council

Mayor Chuck Burtcher

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

Ward III – Gaylord Z. Thomas

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Council Chambers, 101 N. 2nd Street; Guthrie, OK 73044

Tuesday, October 18, 2011 ~ 7:00 PM

- 1. Call to Order
2. Public Comments
3. Consent Agenda
A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held October 4, 2011
B. Consider approval of claims
4. Adjourn

CITY COUNCIL MEETING

- 1. Call to Order
2. Consent Agenda
A. Consider approval of minutes of the Special Workshop Meeting held on October 4, 2011
B. Consider approval of minutes of the Regular City Council Meeting held on October 4, 2011
C. Consider approval of claims
D. Consider approval of appointing Sheri Mueller to the Guthrie City Council to the vacant Ward 3 seat set to expire May 2015
E. Consider approval to declare the parking lot located at the Southeast corner of Oklahoma Avenue and Ash Street as surplus property
F. Consider approval to extend the contract with Emergency Management Inc. (EMI) for the emergency response service agreement between their company and the City of Guthrie for a four year term.
G. Consider approval of agreement between the City of Guthrie and Retail Attractions for Retail Economic Development services
H. Consider approval to sell by auction and to convey by quit claim deed the property described as: Lots Ten (10) through Twelve (12), Block Fifty-Three (53), in East Guthrie, Logan County, Oklahoma, less and except oil, gas and other minerals and subject to existing easements and rights of way.

Resolution

- 3. Consider approval of Resolution No. 2011-17, a Resolution of the City Council of the City of Guthrie establishing the Guthrie Public Library Laptop Lending Policy
4. Consider approval of Resolution No. 2011-18, a Resolution of support for the appointment of _____ for the District Eight (8) Seat on the Board of Directors of the Oklahoma Municipal League; Declaring said appointment to be for the benefit of the City of Guthrie and other Municipalities within the District; and declaring the mission of the Oklahoma Municipal League to be for the public purpose
5. City Manager’s Report
6. Requests/comments from members of the City Council
7. Adjourn

Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on Friday, October 14, 2011. 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 AUTHORITY MEETING

October 4, 2011

The regular meeting of the Guthrie Public Works Authority was posted on Friday, September 30, 2011 before 5:00 p.m. and held October 4, 2011 in the Guthrie City Hall Council Chambers.

Invocation was given by Chairman Chuck Burtcher.

Pledge of Allegiance was led by Chairman Chuck Burtcher.

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

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

Members Absent: Trey Ayers

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

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

Public Comments. None.

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

- A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on September 20, 2011.
- B. Consider approval of claims:

GPWA Fund:	Claims	\$216,368.67
Water Treatment Plant Fund:	Claims	\$142,553.42
Utility Deposit Fund:	Claims	<u>\$ 386.67</u>
Total Claims:		\$359,308.76

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

Aye: Burtcher, Coffin, Thomas, Wood, Hazlewood

Nay: None

Chairman Burtcher declared the motion carried unanimously.

Consider approval of Amendment of the Guthrie Public Works Authority Trust

Indenture. The changes seek to clarify language in the GPWA Trust Indenture regarding its relationship with its beneficiary, the City of Guthrie. The proposed changes seek to further define the differences between the GPWA and the City of Guthrie. While the City Council and GPWA Trustees are one in the same, the City and GPWA are separate legal entities each with their own purpose and each defined by different statutes of law. Motion by Trustee Thomas, seconded by Trustee Wood, moved approval of the Fourth Supplement to Declaration of Trust of the Guthrie Public Works Authority Trust Indenture. Trustees entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Coffin, Thomas, Wood, Hazlewood

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, Coffin, Thomas, Wood, Hazlewood

Nay: None

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

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

October 18, 2011

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



Kim Biggs
Purchasing Agent

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

Matt Mueller
General Manager

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
SEPTEMBER 20	C.L.E.E.T.(125)	Municipal Court Collection for CLEET Assess	01-00-00-2012	\$454.92
AFIS FEES SEP	O.S.B.I. (820)	Municipal Court Collection - OSBI	01-00-00-2012	\$250.92
AFIS FEES SEP	O.S.B.I. (820)	Municipal Court Collection - OSBI	01-00-00-2012	\$242.25
		Total		\$948.09
		Total		\$948.09
OCTOBER 2011	OKLAHOMA NATURAL GAS COM	ONG Monthly Payment	01-01-00-6307	\$871.35
		Total		\$871.35
		Total GENERAL GOVERNMENT		\$871.35
2033570 REIMB	JASON HAMITON (22354)	Meal Reimbursement - Training 9/23 through	01-07-70-6343	\$48.79
2033585 REIMB	PATRICK BEAUCHAMP 22797	Meal and Mileage Reimbursement for OLETS	01-07-70-6343	\$68.36
2033576 REIMB	DEXTER PUGH(21359)	Meal Reimbursement - Training Less Lethal I	01-07-70-6343	\$87.52
		Total POLICE ADMINISTRATION		\$204.67
		Total POLICE		\$204.67
OCTOBER 2011	RURAL WATER DISTRICT #1(206	Rural Water for 6512 S. Coltrane, Mitchal Par	01-15-11-6112	\$66.00
		Total PARKS		\$66.00
		Total PARKS & PUBLIC GROUNDS		\$66.00
		Total GENERAL FUND		\$2,090.11
OCTOBER 2011	OKLAHOMA NATURAL GAS COM	ONG Monthly Payment	20-21-00-6307	\$341.19
SEPTEMBER 20	DHH DISPOSAL 22381	Sanitation Service for 21st Street and Johndol	20-21-00-6348	\$157.50
		Total		\$498.69
		Total PUBLIC WORKS GENERAL		\$498.69
		Total GPWA OPERATING FUND		\$498.69
OCTOBER 2011	BANCFIRST(884)	Loan #0159731200 Upgrade for Camera's on	54-54-27-6706	\$1,116.00
		Total LINE MAINTENANCE		\$1,116.00
		Total FACILITIES		\$1,116.00
OCTOBER2011	FARMERS & MERCHANTS BANK(Loan # 8144600 2009 Dodge Charger (Police	54-56-07-6707	\$641.86
OCT2011	OKLAHOMA STATE BANK (22069	Loan #52623 (4) 2009 Dodge Chargers - Poli	54-56-07-6707	\$3,232.30
		Total POLICE DEPARTMENT		\$3,874.16
OCTOBER 2011	OKLAHOMA STATE BANK (22069	Loan #52860 - 10 Wheel Dump Truck with Att	54-56-12-6708	\$2,031.00
		Total STREET DEPARTMENT		\$2,031.00
OCTOBER2011	OKLAHOMA STATE BANK (22069	Loan #52924 3 Chevorlet Silverado Trucks	54-56-23-6711	\$715.00
		Total PURCHASING/ACCOUNTS PAYABLE		\$715.00
OCTOBER2011	OKLAHOMA STATE BANK (22069	Loan #52924 3 Chevorlet Silverado Trucks	54-56-27-6708	\$835.00
OCTOBER2011	OKLAHOMA STATE BANK (22069	Loan #52924 3 Chevorlet Silverado Trucks	54-56-27-6711	\$634.00
		Total LINE MAINTENANCE		\$1,469.00
		Total VEHICLES & EQUIPMENT		\$8,089.16
		Total CAPITAL PROJECTS		\$9,205.16
OCTOBER 2011	OKLAHOMA DEPARTMENT OF C	Loan Payment - Spirit Wing	99-99-00-6702	\$1,041.67
OCTOBER 2011	LOGAN CO. ECON. DEV. COUNCI	LCEDC Excel Jet Loan	99-99-00-6704	\$2,786.37
		Total		\$3,828.04

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
		Total GUTHRIE INDUSTRIAL DEVLEOPMENT		\$3,828.04
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		\$3,828.04
		Total All Funds		\$15,622.00

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

Invoice #	Vendor	Description	Account	Cost
2	P & K WIND ENERGY 22778	Acquistition Construction Erection and Comm	30-30-02-6589	\$373,450.00
		Total ADMINISTRATION		\$373,450.00
		Total GRANTS		\$373,450.00
		Total GRANTS FUND		\$373,450.00
		Total All Funds		\$373,450.00

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

Invoice #	Vendor	Description	Account	Cost
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-01-00-6118	\$605.40
OCTOBER 2011	O.M.A.G.(21303)	Building and Property Monthly Insurance	01-01-00-6326	\$4,705.35
OCTOBER 2011	O.M.A.G.(21302)	Workers' Compensation Insurance	01-01-00-6326	\$22,082.14
OCTOBER 2011	O.M.A.G.(425)	Liability Auto and Mobile Equipment Insuranc	01-01-00-6326	\$8,001.34
OCTOBER 2011	GODDARD ENTERPRISES (798)	Siren Maintenance Contract for 2011-2012	01-01-00-6372	\$200.00
		Total		\$35,594.23
		Total GENERAL GOVERNMENT		\$35,594.23
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-02-25-6118	\$166.01
		Total BUILDING SERVICES		\$166.01
		Total ADMINISTRATION		\$166.01
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-05-50-6118	\$73.12
		Total COMMUNITY DEVELOPMENT		\$73.12
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-05-51-6118	\$42.39
		Total CODE COMPLIANCE		\$42.39
		Total PLANNING		\$115.51
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-07-70-6118	\$3,953.46
0911	LOGAN COMMUNITY SERVICES,	Community Services Per Contract	01-07-70-6345	\$125.00
		Total POLICE ADMINISTRATION		\$4,078.46
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-07-72-6118	\$470.15
		Total ANIMAL CONTROL		\$470.15
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-07-78-6118	\$183.86
		Total LAKE ENFORCEMENT		\$183.86
		Total POLICE		\$4,732.47
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-09-90-6118	\$919.22
		Total SUPPRESSION		\$919.22
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-09-92-6118	\$2,611.11
		Total EMS		\$2,611.11
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-09-96-6118	\$487.51
		Total PREVENTION		\$487.51
		Total FIRE		\$4,017.84
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-12-00-6118	\$3,129.41
		Total		\$3,129.41
		Total STREET		\$3,129.41
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-14-00-6118	\$131.13
		Total		\$131.13
0532413772	AZ COMMERCIAL (1556)	Automotive Parts	01-14-41-6116	\$69.16
0532415172	AZ COMMERCIAL (1556)	Automotive Parts	01-14-41-6116	\$15.98
0218-478924	O'REILLY AUTOMOTIVE STORES		01-14-41-6116	(\$19.26)
0218-479366	O'REILLY AUTOMOTIVE STORES	Automotive Parts	01-14-41-6116	\$93.98
0218-479442	O'REILLY AUTOMOTIVE STORES		01-14-41-6116	(\$70.99)
0218-479761	O'REILLY AUTOMOTIVE STORES	Automotive Parts	01-14-41-6116	\$7.13

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
0218-479847	O'REILLY AUTOMOTIVE STORES	Automotive Parts	01-14-41-6116	\$15.09
0218-481004	O'REILLY AUTOMOTIVE STORES	Automotive Parts	01-14-41-6116	\$5.99
0218-481200	O'REILLY AUTOMOTIVE STORES	Automotive Parts	01-14-41-6116	\$87.85
0218-481261	O'REILLY AUTOMOTIVE STORES		01-14-41-6116	(\$12.00)
0218-481573	O'REILLY AUTOMOTIVE STORES	Automotive Parts	01-14-41-6116	\$3.14
		Total FLEET MAINTENANCE		\$196.07
		Total FLEET MAINTENANCE		\$327.20
6-14868-11	DOLESE BROTHERS CO. (153)	Sand for Cottonwood Flats - Leveling Low Are	01-15-11-6112	\$9.51
2384253	OKLAHOMA HOME CENTERS, IN	Cap to Repair Leaking Faucet in Highland Par	01-15-11-6112	\$4.29
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	01-15-11-6118	\$1,705.53
		Total PARKS		\$1,719.33
		Total PARKS & PUBLIC GROUNDS		\$1,719.33
		Total GENERAL FUND		\$49,802.00
BSW279606	BRENNTAG SOUTHWEST, INC. (Bennfloc AP2659 Polymer	20-23-00-6104	\$2,430.00
646	MID AMERICA HYDRO TECH (211	Polymer (First Aid)	20-23-00-6104	\$753.66
92868	SOUTHWEST CHEMICAL (20977)	Blanket (Chlorine Gas)	20-23-00-6104	\$298.50
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	20-23-00-6118	\$225.65
		Total		\$3,707.81
		Total WATER PLANT		\$3,707.81
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	20-24-00-6118	\$179.24
		Total		\$179.24
		Total WASTE WATER TREATMENT PLANT		\$179.24
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	20-26-00-6118	\$80.24
		Total		\$80.24
		Total CONVENIENCE CENTER		\$80.24
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	20-27-00-6118	\$1,974.22
		Total		\$1,974.22
		Total LINE MAINTENANCE		\$1,974.22
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	20-28-00-6118	\$624.91
		Total		\$624.91
		Total METER DEPARTMENT		\$624.91
		Total GPWA OPERATING FUND		\$6,566.42
100995-100055	D.E.Q.(436)	Annual Permit Fee and Application Fee	98-98-00-6112	\$430.00
NP31677204	FLEETCOR TECHNOLOGIES (219	Fuel & Lube for all Departments	98-98-00-6118	\$256.96
OCTOBER 2011	O.M.A.G.(21303)	Building and Property Monthly Insurance	98-98-00-6326	\$304.07
OCTOBER 2011	O.M.A.G.(21302)	Workers' Compensation Insurance	98-98-00-6326	\$177.09
OCTOBER 2011	O.M.A.G.(425)	Liability Auto and Mobile Equipment Insuranc	98-98-00-6326	\$67.69
		Total		\$1,235.81
		Total AIRPORT FUND		\$1,235.81
		Total AIRPORT FUND		\$1,235.81

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
		Total All Funds		\$57,604.23

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

Invoice #	Vendor	Description	Account	Cost
5336	MESO(126)	Employee Drug Testing Service 2011-2012	01-01-00-6031	\$781.00
OCTOBER 2011	OG&E 405	OG&E Monthly Payment	01-01-00-6305	\$8,119.69
OCTOBER 2011	OG&E 405	OG&E Monthly Payment	01-01-00-6306	\$9,622.56
5378	MESO(126)	Quarterly Employee Safety Training	01-01-00-6373	\$625.00
		Total		\$19,148.25
		Total GENERAL GOVERNMENT		\$19,148.25
D. WEIR INSPE	OKLA CONSTRUCTION INDUSTR	Doug Weir Inspector License	01-05-50-6355	\$35.00
		Total COMMUNITY DEVELOPMENT		\$35.00
		Total PLANNING		\$35.00
GPWA SEPTEMBER	SHINEY BAYS (22581)	Car Wash for GPWA	01-14-41-6116	\$42.10
		Total FLEET MAINTENANCE		\$42.10
		Total FLEET MAINTENANCE		\$42.10
		Total GENERAL FUND		\$19,225.35
OCTOBER 2011	OG&E 405	OG&E Monthly Payment	20-21-00-6305	\$14,458.96
		Total		\$14,458.96
		Total PUBLIC WORKS GENERAL		\$14,458.96
000000	GHM ENTERPRISES (1097)	Laundry Service	20-27-00-6346	\$3.60
000479	GHM ENTERPRISES (1097)	Laundry Service	20-27-00-6346	\$6.00
000485	GHM ENTERPRISES (1097)	Laundry Service	20-27-00-6346	\$6.90
		Total		\$16.50
		Total LINE MAINTENANCE		\$16.50
		Total GPWA OPERATING FUND		\$14,475.46
75176520	DELL FINANCIAL (21623)	Monthly Lease Payments	54-54-04-6706	\$486.48
		Total INFORMATION SERVICES		\$486.48
		Total FACILITIES		\$486.48
27288(04)-1	OKLAHOMA DEPARTMENT OF T	Guthrie ARAA: Walnut Avenue from Noble to	54-55-12-6521	\$548.03
		Total STREET DEPARTMENT		\$548.03
		Total INFRASTRUCTURE		\$548.03
		Total CAPITAL PROJECTS		\$1,034.51
APPLICATION #	JORDAN CONTRACTORS INC. 2	Sanitary Sewer System Improvements (CMO	55-55-00-6547	\$71,485.95
		Total		\$71,485.95
		Total INFRASTRUCTURE		\$71,485.95
		Total CMOM Fee		\$71,485.95
OCTOBER 2011	OG&E 405	OG&E Monthly Payment	98-98-00-6305	\$543.86
		Total		\$543.86
		Total AIRPORT FUND		\$543.86
		Total AIRPORT FUND		\$543.86
		Total All Funds		\$106,765.13

Discussion and consideration of action regarding online Sales Tax support letter. The Oklahoma Municipal League is asking for the City to sign a group letter to Senator Coburn asking him to work to pass “e-fairness” legislation that will eliminate tax loopholes that allow online-only retailers to avoid collecting and remitting sales tax. As you know, the sales tax is the predominate form of funding for the City of Guthrie. Motion by Councilmember Wood, seconded by Councilmember Thomas, moved approval to endorse the online sales tax support letter. A roll call vote was taken.

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

Mayor Burtcher declared the motion carried unanimously.

Discussion of DCP Midstream request to construct a gas pipeline. DCP Midstream is asking the City if there are plans for any future development or use for the parcel of land located at Section 18, Township 15 North, Range 2 West (West Forrest Hills Road) and requesting permission to survey the property for the proposed construction of a 16” gas pipeline.

Questions and discussion regarding agenda items: No discussion.

Request for future items of discussion. No discussion.

Adjournment. There being no further business for the Guthrie City Council, Mayor Burtcher declared the meeting adjourned at 6:50 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

MINUTES

CITY COUNCIL MEETING

October 4, 2011

The regular meeting of the sixty-first City Council of Guthrie, Oklahoma was posted on Friday, September 30, 2011 before 5:00 p.m. and held October 4, 2011 in the Guthrie City Hall Council Chambers.

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

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

Members Absent: Trey Ayers

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

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

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

A. Consider approval of the minutes from the Regular City Council Meeting held on September 20, 2011.

B. Consider approval of the Claims:

General Fund:	Claims	\$130,248.69
Grants Fund:	Claims	\$ 13,953.47
Hotel/Motel Tax Fund:	Claims	\$ 899.30
Capital Projects Fund:	Claims	\$ 2,284.78
Cemetery Care Fund:	Claims	\$ 1,932.79
Airport Fund:	Claims	<u>\$ 8,904.92</u>
	Total Claims:	\$158,223.95

C. Consider approval of appointing Jim Reazer to the Guthrie Housing Authority Board of Commissioners to serve an unexpired term to expire August 2012.

D. Consider approval of Lease Agreement between the City of Guthrie and North American Shooting Academy for use of the City of Guthrie Gun Range.

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

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

Mayor Burtcher declared the motion carried unanimously.

Consider approval of Resolution No. 2011-16 consenting and agreeing to an Amendment to the Declaration of Trust of the Guthrie Public Works Authority, accepting Beneficial Interest therein. The changes seek to clarify language in the GPWA Trust Indenture regarding its relationship with its beneficiary, the City of Guthrie. The proposed changes seek to further define the differences between the GPWA and the City of Guthrie. While the City Council and GPWA Trustees are one in the same, the City and GPWA are separate legal entities each with their own purpose and each defined by different statutes of law. Motion by Councilmember Thomas, seconded by Councilmember Wood, moved approval of Resolution No. 2011-16 consenting and agreeing to an Amendment to the Declaration of Trust of the Guthrie Public Works Authority, accepting Beneficial Interest therein. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

Consider approval to accept Beneficial Interest of the Guthrie Public Works Authority Indenture as amended. An amendment to the Guthrie Public Works Authority Trust that delineates further separation between the City of Guthrie as the Beneficial Interest of the Trust and the business operations of the Trust as separate legal entities has been presented to the Guthrie Public Works Authority for approval. This item is to allow the City Council to accept the Beneficial Interest. Motion by Councilmember Thomas, seconded by Councilmember Wood, moved to accept Beneficial Interest of the Guthrie Public Works Authority Indenture as amended. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

City Manager's Report. Informed that the City of Guthrie had an exciting weekend with all of the events and that we are a unique community.

Requests/comments from members of the City Council. Councilmember Hazlewood informed that the City could have severe storms this week and to have your tornado plan available and expressed a "Thank You" to the volunteers for making this past weekend so successful.

Councilmember Thomas expressed a “Thank You” to Mayor on his participation to the Bluegrass Festival and reminded the community of St. Mary’s Golf Tournament.

Councilmember Coffin informed the City Council and the community on the events happening in Guthrie and expressed a “Thank You” to the community and volunteers for making this past weekend a great and successful weekend.

Councilmember Wood informed City staff will be submitted a grant application for Storm Shelter Rebates; informed this was a great weekend for Guthrie and expressed a “Thank You” to the volunteers; and informed the Guthrie Transportation Authority is working on bringing the Heartland Flyer to Guthrie.

Mayor Burtcher informed the Bluegrass Festival was a blast and that we live in a wonderful community and expressed congratulations to Melissa Fesler for being voted the Top 40 Under 40 The Best and Brightest by the Mass Transit of the United States.

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

- A. 307(B)(2) for the purpose of discussing negotiations concerning employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145.
- B. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Logan County Rural Water District No. 1 Lawsuits).
- C. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim:
 - i. Initiative Petition filed September 7, 2008 for proposed Ordinance to the City of Guthrie; specifically Case No. CJ 2009-3; AND
 - ii. Initiative Petition dated July 15, 2011 to City Council.

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

Aye: Burtcher, Coffin, Thomas, Wood, Hazlewood

Nay: None

Mayor Burtcher declared the motion carried unanimously at 7:25 p.m. Attending Executive Session A were Mayor Burtcher, Councilmembers Coffin, Thomas, Wood and Hazlewood, City Manager Mueller, City Attorney Shadid and Human Resources Manager Jim Ahlgren; attending Executive Session B were Councilmembers Coffin, Thomas, Wood and Hazlewood; City Manager Mueller and City Attorney Shadid; and attending Executive Session C were Mayor Burtcher, Councilmember Coffin, Thomas and Wood, City Manager Mueller and City Attorney Shadid.

Reconvened. Mayor Burtcher reconvened the Guthrie City Council Meeting at 7:50 p.m. and stated no action was taken in Executive Session.

Consideration of action regarding the Collective Bargaining Agreement for FY 2012 with employees in the International Association of Fire Fighters (IAFF), Local 2145.

Motion by Councilmember Wood, seconded by Councilmember Hazlewood, moved approval of the Collective Bargaining Agreement for FY 2012 with employees in the International Association of Fire Fighters (IAFF), Local 2145. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

Consideration of action regarding Logan County Rural Water District No. 1 Lawsuits.

Motion by Councilmember Wood, seconded by Councilmember Coffin, moved approval to appoint a Settlement Committee consisting of Vice Mayor Ayers, Councilmember Hazlewood and Councilmember Thomas for the Logan County Rural Water District No. 1 lawsuits. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

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

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

Mayor Burtcher declared the motion carried unanimously at 7:51 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor



CITY OF GUTHRIE

CLAIMS

October 18, 2011

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.

Matt Mueller
City Manager

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Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting October 18, 2011	Contact Rene Spineto Community Development Director
--	--	---

Agenda Item

Consider approval to declare the parking lot located at the south east corner of Oklahoma Avenue and Ash Street as surplus property.

Summary

The property located at the south east corner of Oklahoma Avenue and Ash Street is legally described as East Guthrie, Lots 10-12, Block 53. The Logan County Assessor shows a Fair Cash value of the property at \$22,500.

City Council's goals have been to sell excess City-owned properties whenever possible. The sale of this property meets that objective.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	<u>01-00-00-5419</u>	Amount	<u>Not less than \$22,500</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

- Assessment Property Record
- Area Map

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

**Real Property Assessment Record
Logan County Assessor**

Parcel #: 420000531
 District: GUTHRIE CITY I-1
 Map #: 005110-053010-18000
 Situs:
 Type: Exempt

Current Owner:
 CITY OF GUTHRIE
 Mail Address:
 GUTHRIE, OK . 73044-0000

LEGAL DESCRIPTION: EAST GUTHRIE LOTS 10-12 BLOCK 53

Valuation	Fair Cash	Capped	Assessed
Land	22500	0	0
Improvements	0	0	0
Mobile Home	0	0	0
Total	22500	0	0
Exempt Amount			0
Taxable			0

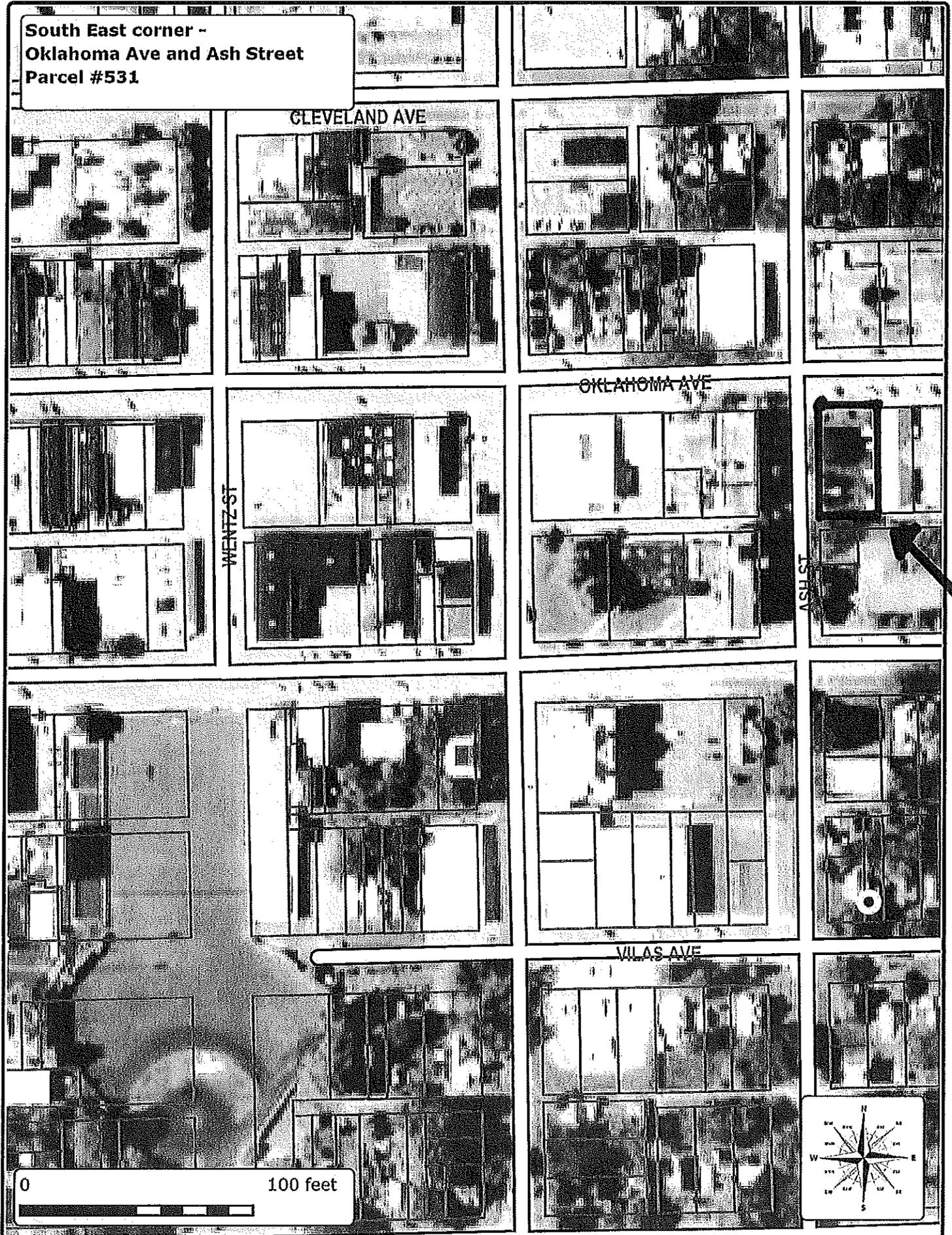
Commercial Working File # 1 of 1

Bussiness Name:
 Primary Use: 0

LAND

Valuation Method : Lo Total Units : Lot 3 Width : 0 Lot Depth: 0

South East corner -
Oklahoma Ave and Ash Street
Parcel #531



CLEVELAND AVE

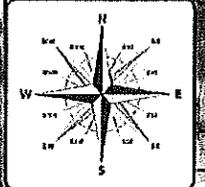
OKLAHOMA AVE

WENTZ ST

ASH ST

VILAS AVE

0 100 feet



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Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	October 18, 2011	Lee Ivie Airport Manager
<input type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval to extend the contract with Emergency Management Inc. (EMI) for the emergency response service agreement between their company and the City of Guthrie for a four year term.

Summary

This contract was entered into between EMI and the City of Guthrie in 2007, and was set for a term of four years. If the City of Guthrie wishes to retain these services from EMI, this contract needs to be extended for another four years. The City of Guthrie will only be charged for services provided by EMI if an incident were to occur that required their assistance, or if materials and/or labor are solicited from EMI in performing any job related duties that require their assistance.

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

Supporting documents attached

- Agreement
- Extension of Agreement

Recommendation

It is my recommendation to extend this contract for the term of four years as specified in the original contract.

Action Needed Public Hearing Motion Emergency Clause

RESPONSE SERVICE AGREEMENT

By and Between

ENVIRONMENTAL MANAGEMENT, INC.
P.O. Box 700
Guthrie, Oklahoma 73044

and

City of Guthrie, OK
101 N 2nd
Guthrie, OK 73044

Response Agreement For Response Services

This Agreement made this _____ day of _____, 2011 between Environmental Management, Inc. hereinafter referred to as Environmental Management, an Oklahoma Corporation with its principal offices located at 5200 Northeast Highway 33, Guthrie, Oklahoma and, City of Guthrie, OK hereinafter referred as City of Guthrie, an Oklahoma Corporation with its principal offices located at 101 N 2nd Guthrie, OK 73044.

RECITALS

WHEREAS, City of Guthrie may, from time to time, require emergency response Services; and whereas, Environmental Management will be able to provide such environmental services as the two parties, intending to be legally bound, do agree as hereinafter set forth.

Article I. Scope of Work

1.1 The services to be performed, by Environmental Management shall be determined at the time City of Guthrie requests Services or as requested by an agency, (i.e. fire dept., highway patrol), etc. on behalf of City of Guthrie as further detailed in Article II "Administration" and as authorized or modified by one of the authorized persons listed by City of Guthrie in Attachment B of this document. Environmental Management acknowledges and agrees that City of Guthrie may expand, modify, and/or discontinue Environmental Management's Services entirely at City of Guthrie's discretion. If such changes result in an increase or decrease in costs, these cost adjustments will be included in the final invoice. However, in the case of discontinuance, both parties acknowledge and agree that appropriate demobilization charges may still apply.

1.2 Environmental Management will be readily available to provide emergency response and waste management Services on a 24-hour per day, seven day a week basis. Environmental Management will utilize its own resources to the extent practical.

1.3 This Agreement shall not obligate City of Guthrie to purchase Services from Environmental Management, but establishes the general terms and conditions under which Environmental Management shall provide Services.

Article II. Administration

2.1 City of Guthrie shall request Services of Environmental Management by telephone during any 24-hour period at (800) 510-8510 or (405) 282-8510.

2.2 Environmental Management warrants that it is properly licensed and has the requisite skills, and related expertise to provide the Services described or reasonably implied in any Work Authorization issued under this agreement.

2.3 In the event City of Guthrie desires Environmental Management to perform Services, a person authorized by City of Guthrie in Exhibit B shall initiate services by calling Environmental Management at the telephone number shown in Section 2.1 above and providing such information as is available; identifying the preliminary scope, location and nature of the Services being requested. Initial information should include location and amount of substance released, chemical name, trade name, telephone number and name of City of Guthrie on-scene representative.

2.4 In any emergency affecting the safety of persons or property, Environmental Management shall act, at its discretion, to prevent threatened damage, injury or loss. Any such actions must be prudent, cost effective and justifiable.

Article III. Environmental Management's Responsibilities

3.1 Both parties agree that Environmental Management's responsibilities will be as follows:

3.2 To the extent practical, Environmental Management will provide all labor, supervision, materials, tools, equipment, and items necessary for the performance of the requested Services, unless otherwise specified herein or agreed to in writing between the parties.

3.3 Environmental Management shall give all required notices and perform the Services in conformance with this Agreement, and in compliance with all applicable federal, state, and local laws, executive orders, rules, regulations and ordinances, unless otherwise specified and agreed. Environmental Management shall secure all permits and governmental approvals, licenses and inspections necessary for proper execution and completion of the Services provided by Environmental Management.

3.4 Environmental Management shall be responsible for payment of all applicable taxes covering its employees including, but not limited to, withholding, social security deductions and unemployment taxes resulting from revenues generated hereunder.

3.5 The performance of Emergency Response work is, by its very nature, inherently dangerous and may involve exposure to reactive, flammable, volatile or otherwise hazardous substances or wastes. In recognition of this, while its employees or subcontractors are on the site of the emergency incident, Environmental Management shall maintain strict discipline and perform all Services in strict compliance with all applicable federal, state and local laws, rules and regulations, as well as, health and safety and environmental regulations and standards including, without limitation, the requirements of the Fair Labor Standards Act, the Occupational Safety and Health Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act and the Hazardous Materials Transportation Act.

3.6 Environmental Management warrants that its conduct of Services under this Agreement will conform to the standards of care, skill, and diligence normally observed by professionals in the performance of similar Services as of the time it provides such Services.

3.7 Environmental Management shall erect and properly maintain, as required by the conditions and progress of the Services, all necessary safeguards for the protection of its employees and the general public. City of Guthrie agrees to require its employees, other contractors, and agents to abide by all applicable Environmental, Health and Safety Laws, and to comply with all reasonable requests and directions of Environmental Management to eliminate or abate safety hazards that may affect Environmental Management's employees, subcontractors, agents or activities at the project site.

3.8 If during the course of providing any Services, Environmental Management encounters unforeseen hazardous substances or other unforeseen conditions that significantly impact or may impact the Services, Environmental Management will promptly notify City of Guthrie before proceeding with the Additional Services. After notifying City of Guthrie, Environmental Management may:

- a. Upon approval, complete the original scope of the Services in accordance with the procedures of the original Services; or
- b. Agree with City of Guthrie to modify the scope of Services to address the previously unforeseen conditions or occurrences, such revisions to be in writing, signed by the parties.

3.9 Environmental Management shall keep such full and detailed records as may be necessary to reflect:

- a. Proper financial management under this Agreement;
- b. The Services performed at the project site, including, hourly logs, daily personnel sheets, on site logs, photographs and investigative reports and when applicable reports of all testing and sampling performed by Environmental Management. All such records and documents required by Section 6.7 will be supplied by Environmental Management to support each invoice.

3.10 Environmental Management shall immediately, or as soon as practical, report to City of Guthrie all accidents involving personal injury or property damage arising out of, or in connection with, the performance of the Services required herein.

3.11 Any written report requested by any federal, state, or local regulatory agencies relative to the Services performed under this Agreement shall be provided to City of Guthrie such that City of Guthrie may forward to the proper agency.

Article IV. City of Guthrie Responsibilities

4.1 Before beginning the Services, City of Guthrie will designate to Environmental Management, a representative who is acquainted with the Services, and can approve changes in the scope of the Services on behalf of City of Guthrie, render decisions promptly, furnish information expeditiously and in a manner sufficient to meet the time schedule to complete the Services.

4.2 City of Guthrie shall provide the best available information verbally and/or in writing, regarding its requirements for the Services, the location, on site contact and telephone number, and site description, the environmental, geologic and geotechnical conditions, any known health or safety hazards at the site and shall timely transmit to Environmental Management any new or additional information which becomes available or any change in plans.

Article V. Terms of Agreement

5.1 The term of this Agreement shall be one (1) year and shall automatically renew in successive one (1) year periods for a total of four (4) years. Either party may cancel said Agreement by giving ninety (90) days written notice of cancellation to the other party at the address contained in Section 13.5. Cancellation notice shall be given ninety (90) days in advance or the Agreement shall automatically renew until the total of four (4) years is reached. When the total of four years is completed, a new contract will be negotiated.

Article VI. Compensation

6.1 For the Services performed pursuant to Article I, Environmental Management shall charge City of Guthrie on a time and materials basis in accordance with the terms and rates set forth in this Agreement and Environmental Management's rate schedule found in Exhibit A. Environmental Management may revise its rate schedule upon 30 days written notice; no such rate revision shall apply to Services requested prior to the effective date of the change.

6.2 All invoices will be due and payable thirty (30) days after receipt by City of Guthrie, with 1.5 percent interest per month to accrue fifteen (15) calendar days beyond the payment date for each unpaid invoice, except that interest will not accrue for any disputed amount so long as the balance of the invoice is paid within the forty-five (45) day time frame. Any unpaid amount reaching ninety (90) days may constitute work stoppage until paid in full.

6.3 City of Guthrie shall, within seven (7) business days of receipt of an invoice, communicate in writing to Environmental Management any invoice errors, discrepancies, or disputes. The written notice must specifically state the portion in dispute and describe the dispute in such detail that Environmental Management has full notice of dispute. City of Guthrie hereby agrees that failure to provide such written notice within seven (7) business days of the invoice date constitutes waiver of any such dispute. If such communication is not made within this seven day period, the invoice will be deemed to be approved and shall be paid. If an error, discrepancy or dispute is identified, then the parties will endeavor to resolve it within an additional four (4) days. If no resolution is made within this time, the disputed amount will be excepted from the total invoice amount. The balance of the invoice shall be deemed approved and City of Guthrie shall promptly pay such portion.

6.4 Invoices setting forth the charges incurred will be submitted to City of Guthrie at least every 45 days or within 45 days of completion of the Service. City of Guthrie shall send payment to Environmental Management at the following address:

Environmental Management, Inc.
P. O. Box 700
Guthrie, OK 73044
ATTN: Accounts Receivable

6.5 It is agreed and understood by Environmental Management that its invoices will be supported by such documentation, including photographs and/or digital images, daily logs, daily personnel sheets, onsite logs, and or project/field notes, waste profiles, analytical reports, waste disposal documents, and other such documentation necessary to support charges included on each invoice. Each invoice and all supporting documentation shall reference the applicable City of Guthrie Purchase Order Number, if issued.

Article VII. Insurance

7.1 Environmental Management shall carry, during the term of this Agreement, the minimum insurance coverage set forth below:

COVERAGE	LIMITS
Worker's Compensation	Statutory
Employer's Liability Limits	\$1,000,000.00 per each accident for bodily injury by accident \$1,000,000.00 each employee for bodily injury by disease \$1,000,000.00 policy limit for disease
Comprehensive General Liability Limits	\$1,000,000.00 combined single (Bodily Injury & Property Damage) limit \$2,000,000.00 policy aggregate \$1,000,000.00 completed operations and products liability aggregate
Automobile Liability	\$1,000,000.00 combined single (Bodily Injury & Property Damage) limit
Contractor's Pollution Liability Limits	\$1,000,000.00 per accident \$1,000,000.00 aggregate
Commercial Umbrella Limits	\$4,000,000.00 occurrence limit \$4,000,000.00 aggregate limit

7.2 Environmental Management agrees to furnish insurance certificates showing compliance with requirements of this section to City of Guthrie upon request and will name City of Guthrie as certificate holder. Environmental Management further agrees to furnish renewal certificates within ten (10) days after expiration of any such certificates. Each contract of insurance and certificate of insurance shall provide that said insurance shall not be cancelled or materially altered until at least thirty (30) days after written notice is received by City of Guthrie.

Article VIII. Indemnification

8.1 Environmental Management hereby agrees to fully indemnify, defend and hold harmless City of Guthrie, its officers, directors, employees, shareholders, subsidiaries, affiliates, and/or agents from and against any and all claims, demands, actions, liability, damages, penalties, costs, expenses, proceedings or investigations, whether judicial or administrative in nature (including, without limitation, costs of defense, settlement and reasonable attorneys' fees) (hereinafter referred to as the "Claims") which Environmental Management or City of Guthrie may incur, become responsible for, or pay as a result of:

- a. Any breach of any provision of this Agreement by Environmental Management or its employees, contractors, subcontractors, or agents, including, without limitation, the failure of any representation of Environmental Management to be true and accurate;
- b. Any violation of any environmental, health and safety laws or other applicable laws or regulations by Environmental Management or its employees, contractors, subcontractors, or agents; and/or
- c. Any negligent act or omission or willful misconduct by Environmental Management or its employees, contractors, subcontractors, or agents.

8.2 City of Guthrie hereby agrees to fully indemnify, defend and hold harmless Environmental Management, its officers, directors, employees, shareholders, subsidiaries, affiliates, and/or agents from and against any and all claims, demands, actions, liability, damages, penalties, costs, expenses, proceedings or investigations, whether judicial or administrative in nature (including, without limitation, costs of defense, settlement and reasonable attorneys' fees) (hereinafter referred to as the "Claims") which City of Guthrie or Environmental Management may incur, become responsible for, or pay as a result of:

- a. Any breach of any provision of this Agreement by City of Guthrie or its employees, contractors, subcontractors, or agents, including, without limitation, the failure of any representation of City of Guthrie to be true and accurate;
- b. Any violation of any environmental, health and safety laws or other applicable laws or regulations by City of Guthrie or its employees, contractors, subcontractors, or agents; and/or
- c. Any negligent act or omission or willful misconduct by City of Guthrie or its employees

Article IX. Confidentiality

9.1 Environmental Management, including all officers, directors, and employees, shall treat all business information furnished as confidential and proprietary. Any information whether verbal or written, or any description whatsoever, including any technical information which may come within the knowledge of the parties, their officers, or their employees in the performance of this Agreement, shall not be disclosed, without, in each instance, securing the prior consent of the other party.

9.2 Environmental Management shall treat as confidential and shall not disclose to others, except as required by law, any information relating to the chemical composition and quantity of materials dealt with under this Agreement.

9.3 Nothing contained within this Article shall prevent either Environmental Management or City of Guthrie from disclosing to others or using, in any manner, information which either party can show as being public domain or in either parties possession prior to the project.

9.4 In the event either party shall be required by subpoena, court or administrative order (hereinafter "The Order") to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party.

9.5 City of Guthrie agrees not to hire any employee of Environmental Management during the term or any extension of this Agreement. This clause shall survive the termination of this Agreement by one (1) year.

9.6 City of Guthrie agrees that during the term of this Agreement and for a period of one (1) year after termination of this Agreement, or completion of the Services, whichever occurs later, City of Guthrie shall neither directly nor indirectly, approach nor utilize any subcontractor of Environmental Management utilized on a City of Guthrie project.

Article X. Delegation and Assignment

10.1 Environmental Management may subcontract any portion of the Services, and, may delegate the performance of the Services that are by this Agreement undertaken. Any such delegation or subcontract does not operate to relieve Environmental Management of its responsibilities in accordance with this hereunder; and notwithstanding any such delegation, Environmental Management shall remain obligated to City of Guthrie in these undertakings. Environmental Management will obligate any contractor or subcontractor to abide by the terms in this Agreement to the extent practicable.

Article XI. Independent Contractor

11.1 It is the express intent of both parties hereto that Environmental Management is not an employee of City of Guthrie for any purpose, but is an independent contractor for all purposes and in all situations.

Article XII. Resolution of Disputes

12.1 In addition to any remedies the parties may have at law, equity, or otherwise, the parties may, by mutual agreement, choose to resolve any dispute arising under this Agreement through Alternative Dispute Resolution (ADR) Procedures, or, through arbitration conducted in accordance with Construction Industry Arbitration Rules of the American Arbitration Association.

Article XIII. Additional General Provisions

13.1 Waiver – Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement. The

failure of either party to insist upon strict compliance with any provision of this Agreement in any one or more instances shall not be construed as a blanket waiver or relinquishment of the right to insist upon strict compliance with such provision in the future.

13.2 Construction – The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the state where the Service is performed or performable. City of Guthrie and Environmental Management mutually agree to submit to the exclusive jurisdiction and venue of any federal, state, or local court having a situs within the state where the Service is performed with respect to any dispute, claim or suit, whether directly or indirectly arising out of or relating to this Agreement or the obligation of either party hereunder. All paragraph headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

13.3 Severability – If any section, subsection, sentence, or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this Agreement as a whole or of any section, subsection, clause, or sentence hereof not so adjudged.

13.4 Successors and Assigns – The covenants and agreements contained in this Agreement shall apply to, inure to, the benefit of and be binding upon, the parties hereto and upon their respective successors and assigns.

13.5 Notices – All notices, communication or statement required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when delivered in person, sent by registered or certified mail, postage prepaid return receipt requested, to the address of the respective parties below:

City of Guthrie, Oklahoma
101 N 2nd
Guthrie, OK 73044
Attn: City Manager

Environmental Management, Inc.
P.O. Box 700
Guthrie, OK 73044-0700
Attn: Terry D. Bobo

Either party may, by written notice to the other, change the address and names given above.

13.6 Records Retention – Environmental Management shall maintain a complete set of records pertaining to Services performed under this Agreement for a period of two (2) years following completion of the Services. Upon reasonable notice, City of Guthrie may audit all such records as well as inspect Environmental Management’s facilities at any time during the term of this Agreement or during the two (2) year records retention period following completion of Services.

13.7 Rights to Plans and Specifications - All drawings, specifications, reports, summaries and other technical information developed pursuant to this Agreement shall become the property of Environmental Management and City of Guthrie.

13.8 Complete Agreement – This Agreement and any Attachments to this Agreement represent the entire understanding and agreement between the parties except to the extent additional or supplemental terms may be included in specific change orders signed by both parties with respect to the Services specified in such orders. Modification or changes to this Agreement shall be in writing and shall be signed by City of Guthrie and Environmental Management.

13.9 Amendments – This Agreement may be amended, modified or changed only by a written amendment to the Agreement signed by both parties. Additional or different terms or any attempt by either party, through a Purchase Order, or other document, to vary in any degree from any of the terms of this Agreement shall be deemed material and shall be rejected, unless this provision is expressly waived by Environmental Management.

13.10 Termination for Convenience – City of Guthrie shall have the right to terminate any Services being performed by Environmental Management at City of Guthrie's convenience; in which case, Environmental Management shall be paid for all Services performed prior to such termination plus demobilization and any costs demonstrated by Environmental Management to be irrevocably committed to perform such Services prior to said termination.

13.11 Force Majeure - In the event Environmental Management is unable to meet its obligations under this Agreement, due to causes beyond its reasonable control, including but not limited to: acts of God, fires, floods, explosion, war, compliance with law, regulatory interference, delay, insurrection, labor strikes, adverse weather conditions not reasonably anticipated, the obligations of the party affected by the force majeure condition shall, to the extent they cannot be met, be suspended for the duration of same; provided however, that the parties shall make all reasonable efforts to continue to meet their obligations for the duration of the force majeure condition; and provided further, that the party declaring force majeure shall notify the other party promptly in writing of the nature of the force majeure condition, the suspension of any obligations owing to the force majeure condition and when the condition is terminated. It is further agreed that no claims shall be made or allowed for any damages or additional compensation which may arise out of any delay caused by the above-referenced acts or occurrences, other than claims for the appropriate extension of time.

13.12 Payable Invoice - A payable invoice is defined as an invoice that is administratively correct, supported by such documentation, including photographs and or digital images, daily logs, daily personnel sheets, onsite logs, or project report / field notes, waste profiles, analytical reports, waste disposal documents, and other such documentation necessary to support charges included on each invoice. Each invoice and all supporting documentation shall reference the applicable Purchase Order Number cited on the Work Authorization if issued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their respective names at the date of signing. Acceptance of services under this agreement acknowledges acceptance of all conditions and terms stated above.

City of Guthrie, Oklahoma

Environmental Management, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Personnel Authorized to Activate the Contract

Company Name: City of Guthrie Ok

Date of Authorization: _____

Company Representative		Company Representative	
Address		Address	
City, State, Zip		City, State, Zip	
Office Phone	Cell Phone	Office Phone	Cell Phone
Fax	Home Phone	Fax	Home Phone
Pager	Pager PIIN	Pager	Pager PIIN

Company Representative		Company Representative	
Address		Address	
City, State, Zip		City, State, Zip	
Office Phone	Cell Phone	Office Phone	Cell Phone
Fax	Home Phone	Fax	Home Phone
Pager	Pager PIIN	Pager	Pager PIIN

Company Representative		Company Representative	
Address		Address	
City, State, Zip		City, State, Zip	
Office	Cell Phone	Office Phone	Cell Phone
Fax	Home Phone	Fax	Home Phone
Pager	Pager PIIN	Pager	Pager PIIN



**Environmental
MANAGEMENT**

EXTENSION OF AGREEMENT

The Response Service Agreement for Environmental Services, dated September 24, 2007 between Environmental Management, Inc. with its principal offices located at P.O. Box 700, Guthrie, OK 73044 and City of Guthrie with its principal offices at 101 N 2nd, Guthrie, OK 73044 expired, per Article V. Terms of Agreement 5.1.

Environmental Management, Inc. and City of Guthrie wish to extend The Response Service Agreement for Environmental Services in its entirety for additional 4 years ending September 24, 2015.

Environmental Management, Inc.

City of Guthrie

By

By

Printed Name Terry Bobo

Printed Name _____

Title

President

Title

Date

09292011

Date

for an environment we can all live with today & tomorrow

Post Office Box 700 / Guthrie, Oklahoma 73044-0700 / 405 282-8510 / Web Site: WWW.EMIOK.com

Attachment "A"
Environmental Management, Inc.
 Remedial Unit Rate Schedule

PERSONNEL	Unit	8 am - 5 pm (M-F) Rates	Overtime Rates	Holiday Rates
Senior Project Manager	Hourly	\$125.00	\$125.00	\$150.00
Safety/Compliance Officer	Hourly	\$90.00	\$90.00	\$125.00
Project Manager	Hourly	\$95.00	\$95.00	\$140.00
Coordinator	Hourly	\$90.00	\$90.00	\$125.00
Supervisor	Hourly	\$60.00	\$85.00	\$105.00
Technician/Operator	Hourly	\$45.00	\$70.00	\$85.00
per Diem	Daily/Person	\$90.00	or cost, whichever is greater	
Daily Hydration Maintenance	Daily/Person	\$10.00	or cost, whichever is greater	
Administration	Hourly	\$40.00		

NOTE: Hourly rates apply to travel and operation time. Standard equipment on response units is only charged on a use basis. All equipment specifically requested shall be charged on a time-available basis. Hourly rates for equipment apply. Portal to portal. Based on fuel costs, a fuel surcharge will apply to equipment.

EQUIPMENT and SUPPLIES

Rate

Pickup/Automobile	\$60.00 / day + .50 / mile
Trailer, Rapid Response	\$325.00 / day
Trailer, Haul/Dump or Pindle Hook	\$200.00 / day
Truck, Response (1 ton)	\$120.00 / day + .75 / mile
Truck, Straight Frame Roll-off or Box	\$75.00 / hour
Tractor Trailer Roll-off	\$80.00 / hour
Tanker, 6000 gal SS Vacuum w/tractor	\$85.00 / hour (\$350.00 Clean-out)
Tanker SuperVac 5400 gallon w/tractor	\$135.00 / hour (\$350.00 Clean-out)
Backhoe/Front-end Loader	\$50.00 / hour Delivery
Skid Steer Loader w/bucket/forks	\$40.00 / hour Delivery
Skid Steer Loader w/sweeper	\$70.00 / hour Delivery
Track Excavator BR195 w/ blade & thumb	\$90.00 / hour Delivery
Track Excavator JD120 w/ blade & thumb	\$80.00 / hour Delivery
Track Excavator KH191 w/ blade & thumb	\$50.00 / hour Delivery
Pump - 2" Centrifugal Trash	\$135.00 / day + cost to rebuild, if necessary
Pump - 2" Centrifugal Acid	\$300.00 / day + cost to rebuild, if necessary
Pump - 2" Diaphragm/air driven chemcoated w/hoses	\$300.00 / day + cost to rebuild, if necessary
Pressure Washer/Steam Cleaner on trailer w/tank	\$265.00 / day or \$30 / hour
Power Broom	\$125.00 / day
PPE - Level D - Modified (Tyvek, boots, gloves, glasses)	\$70.00 / each
PPE - Level C	\$180.00 / each
PPE - Level B	\$280.00 / each
PPE - Level A	\$280.00 / each + suit cost + 17%
If coated Tyvek on Level D or C add	\$30.00 / each
If Saranex on Level C or B add	\$38.00 / each
OVA/PID Combination Unit	\$300.00 / day
PID Unit	\$250.00 / day
pH Portable Monitor	\$100.00 / day
TPH/LEL Analyzer (Gas-tech)	\$200.00 / day
Radiation Analyzer	\$150.00 / day
Subcontractors/Expendables/Travel	Cost +17%
Cell Phones	\$100.00 / day
Light Plant	\$265.00 / day + fuel

Payment terms are net 10 days from date of invoice; 1.5% Service Charge per month after 30 days.

Effective: September 1, 2011

C:\Documents and Settings\indy.GUTHRIE\Local Settings\Temporary Internet Files\Content.Outlook\BUP6KH4S\EMI Rate Sheet Effective September 1 2011
 City of Guthrie/GPWA 10-18-2011

Environmental Management, Inc. Fuel Surcharges
Based on average weekly Midwest DOE diesel prices
for the previous month.

\$2.25-\$2.449	1%
\$2.45-\$2.649	3%
\$2.65-\$2.849	5%
\$2.85-\$3.049	7%
\$3.05-\$3.249	9%
\$3.25-\$3.449	11%
\$3.45-\$3.649	13%
\$3.65-\$3.849	15%
\$3.85-\$4.049	17%
\$4.05-\$4.249	19%
\$4.25-\$4.449	21%
\$4.45-\$4.649	23%
\$4.65-\$4.849	25%
\$4.85-\$5.049	27%

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Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	October 18, 2011	Matt Mueller, City Manager
<input type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

Agenda Item

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

Summary

The City of Guthrie had an agreement with Retail Attractions that expired October 1. The contract was entered into in the spring so that RTA could represent the City of Guthrie at the annual ISCS convention. The agreement takes out the monthly fee and compensation is based on a performance incentive equal to 1 penny of the average first 3 months of sales tax generated by a business that is recruited to town by Retail Attractions.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	_____	Amount	1/3 (1 penny) of one month's sales tax performance incentive
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>10/12/2011</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

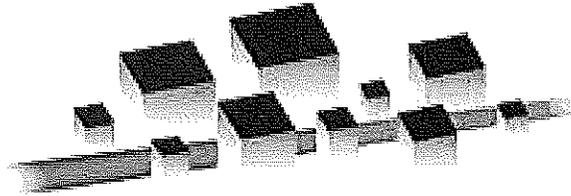
Supporting documents attached

- Agreement with Retail Attractions

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause



RETAIL ATTRACTIONS, LLC
Economic Development Consulting

Project Proposal (Amended)

Prepared for: Matt Mueller, City Manager

City of Guthrie, OK

Prepared by: Rickey Hayes

Proposal Number: OKGUFY11

Retail Attractions LLC

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

Table of Contents

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

I. About Retail Attractions, LLC

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

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

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

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

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

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

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

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

II. Executive Summary/Objective

Objective

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

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

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

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

III. Statement of Qualifications

Rickey Hayes

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

STAFF:

RICKEY HAYES: FOUNDER AND CEO

BETH NICHOLS: RESEARCH, RECRUITING, MARKETING

ROB NICHOLS: INFORMATION TECHNOLOGY / WEB SITES / NETWORK

NICK BROWN: REGIONAL PROJECT DIRECTOR [OKLAHOMA, KANSAS]

MANDY VAVRINAK: CONTRACT MARKET ANALYSIS, DATA, RESEARCH

JULIE MULLINAX: RESEARCH, RETAIL CONTACTS, SCHEDULING

JESSICA V. HUNT ESQ.: GENERAL COUNSEL

IV. Process/Deliverables

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

12-Month Proposal

1. Research, identify, and validate Guthrie, OK retail trade area market and retail potential;
2. Provide digital market and trade area information and opportunity gap (retail leakage) report;
3. Prepare one page marketing piece with Guthrie market highlights to target developers and retailers. We will also provide developers and retailers with a separate preliminary trade area map;
4. Distribute Guthrie market data at May 2012 ICSC RECON show in Las Vegas and November 2011 ICSC show in San Antonio, Texas;
5. Consult with City staff and/or any designated official(s) to identify target retail businesses that will meet the needs of the city (from leakage data);
6. Actively recruit retail targets identified and approved by the city and supported by data. Recruitment efforts will be through personal contact, mail, email, ICSC events, and development/industry contacts or events for twelve-months;
7. Contact extensive network of developers to gauge interest in Guthrie and coordinate/attend meetings with city and developers;
8. Provide updates to City Manager as requested and/or designated contact; and,
9. Retail Attractions, LLC will bid any specialized marketing materials, web updates or retail specific web sites under separate bid.

V. Fees

The total fees for the aforementioned scope of work are:

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

The City of Guthrie may request data updates to be performed by Retail Attractions, LLC. The City of Guthrie will pay \$3750.00 for data updates. Retail Attractions, LLC will notify the City of Guthrie as the new data becomes available. Data updates are checked quarterly. Payment for data is due within 30 days of update.

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

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

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

VI. Disclaimer

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

Accepted for the City of Guthrie	Title	Date
----------------------------------	-------	------

Accepted for Retail Attractions, LLC		Date
--------------------------------------	--	------



Agenda Item Cover Letter

Meeting
x City Council
GPWA
Other:

Date of Meeting
October 18, 2011

Contact
Rene Spineto, Director
Community Development

Agenda Item

Consideration of selling by auction and conveying by quit claim deed property described as Lots 10 through 12, Block Fifty-three (53), in East Guthrie, Logan County, Oklahoma, less and except oil, gas and other minerals and subject to existing easements and rights of way.

Summary

As identified in this year's Strategic Plan, the City Council has identified as one of its Performance Targets the disposal of excess city property. The subject property is identified as Parcel #531 and is located on the southeast corner of Oklahoma and Ash. The parcel is currently being used as a parking lot and is legally described as:

Lots 10 through 12, Block Fifty-three (53), in East Guthrie within the City of Guthrie, Logan County, Oklahoma.

Funding Expected Revenue Expenditure x N/A
Budgeted Yes No x N/A
Account Number 01-00-00-5419 Amt: Not less than \$22,500
Legal Review N/A x Required Completed Date:
Mayor's Appt. Yes x No

Supporting documents attached:

- Assessor's Record for Parcel
Location Map of Parcel

Recommendation:

Staff recommends approval.

Action Needed Public Hearing x Motion Emergency Clause

**Real Property Assessment Record
Logan County Assessor**

Parcel #: 420000531
 District: GUTHRIE CITY I-1
 Map #: 005110-053010-18000
 Situs:
 Type: Exempt

Current Owner:
 CITY OF GUTHRIE
 Mail Address:
 GUTHRIE, OK . 73044-0000

LEGAL DESCRIPTION: EAST GUTHRIE LOTS 10-12 BLOCK 53

Valuation	Fair Cash	Capped	Assessed
Land	22500	0	0
Improvements	0	0	0
Mobile Home	0	0	0
Total	22500	0	0
Exempt Amount			0
Taxable			0

Commercial Working File # 1 of 1

Bussiness Name:
 Primary Use: 0

LAND

Valuation Method : Lo Total Units : Lot 3 Width : 0 Lot Depth: 0

South East corner -
Oklahoma Ave and Ash Street
Parcel #531

CLEVELAND AVE

OKLAHOMA AVE

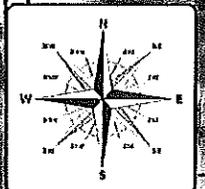
WENTZ ST

ASH ST

VILAS AVE

0

100 feet



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Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting October 18, 2011	Contact Candy Ford, Interim Director of Library Services
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Agenda Item

Consider approval of Resolution No. 2011-17, a Resolution of the City Council of the City of Guthrie establishing the Guthrie Public Library Laptop Lending Policy.

Summary

The Broadband Technology Opportunities Program, also known as OKConnect, provides laptops for public in-library use. The Laptop Lending Policy, Laptop Borrowing Agreement and Guidelines, and revised Library Computer Policy, instituted in 2004, will help ensure the proper care and use of these laptops.

Funding Expected	_____ Revenue	_____ Expenditure	_____ <input checked="" type="checkbox"/> N/A
Budgeted	_____ Yes	_____ No	_____ <input checked="" type="checkbox"/> N/A
Account Number	_____ [00-00-00-0000]	Amount	_____
Legal Review	_____ <input checked="" type="checkbox"/> N/A	_____ Required	Completed Date: _____
Mayor's Appt.	_____ Yes	_____ <input checked="" type="checkbox"/> No	

Supporting documents attached

- **Revised Library Computer Policy**
- **Laptop Lending Policy**
- **Laptop Borrowing Agreement and Guidelines**

Recommendation

Staff recommends accepting the Library Board recommendation to accept the Laptop Lending Policy, the Laptop Borrowing Agreement and Guidelines, and the Revised Library Computer Policy.

Action Needed _____ Public Hearing _____ Motion _____ Emergency Clause

RESOLUTION NO. 2011-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE ESTABLISHING THE GUTHRIE PUBLIC LIBRARY LAPTOP LENDING POLICY.

The Guthrie Public Library makes laptops available to patrons to assist in their research, networking, document, and presentation production needs. Laptops are provided according to availability and are intended for people who require extended computer use beyond what the public internet computers allow. Preference may be given to borrowers who are developing resumes and other employment documents, applying for jobs via the internet, or adult students taking online exams and/or participating in distance education courses requiring extended computer use.

WHEREAS, the Guthrie City Public Library Board has heretofore adopted the Guthrie Public Library Laptop Lending Policy on September 2, 2011; and

WHEREAS, the Guthrie City Council desires to establish the Guthrie Public Library Laptop Lending Policy to have current policies and procedures covering the Guthrie Public functions; and,

WHEREAS, the Guthrie City Council desires to authorize the implementation of such policies and procedures in connection with the Guthrie Public Library Laptop Lending Policy.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Guthrie, Oklahoma, that:

1. The Guthrie Public Library Laptop Lending Policy is hereby revised and adopted for use and implementation by the Guthrie Public Library attached as Exhibit "A".
2. Said policy shall become effective immediately.

END

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma, on the 18th day of October, 2011 after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et seq.).

Chuck Burtcher, Mayor

ATTEST: (Seal)

APPROVED AS TO FORM:

Wanda Calvert, City Clerk

Randel Shadid, City Attorney

Exhibit "A", Page 1

Guthrie Public Library

Laptop Lending Policy

Approved by Library Board 09-02-2011

Approved by Guthrie City Council 10-04-2011

(Resolution 2011-xx)

The Guthrie Public Library makes laptops available to patrons to assist in their research, networking, document, and presentation production needs. Laptops are provided according to availability and are intended for people who require extended computer use beyond what the public internet computers allow. Preference may be given to borrowers who are developing resumes and other employment documents, applying for jobs via the internet, or adult students taking online exams and/or participating in distance education courses requiring extended computer use.

1. Laptops are available for **in-library** use only by library patrons 13 years and older in good standing.
2. Patrons must present their library card and photo ID to library staff at the time of checkout. The address on the library record must be current. The patron's photo ID will be held at the desk until the equipment is returned and inspected. Only one laptop may be checked out per library card. **NO EXCEPTIONS TO THIS RULE!**
3. The laptop is loaned in 2 hour increments for up to 4 hours per patron daily.
4. Laptops must be returned to the main desk in person at least 30 minutes before closing. Patrons are advised to wait until the condition of the laptop is verified by a library staff member. Upon verification, the photo ID will be returned.
5. Direct printing from a laptop is not available at this time. Patrons may use a floppy disk, CD, or a USB drive to copy their files and then use a library workstation to print.
6. Each laptop is equipped with operating software and standard Microsoft Office applications. Each laptop has built in wi-fi capability. In addition, each laptop comes with an electrical cord. Audio or video files must be played using headphones. (The library does not have headphones for loan.)
7. No additional software may be downloaded or installed on the laptops, nor changes made to their system configurations.
8. The library holds no responsibility or liability for claims relating to the loss, damage, or interception of any information, data, work product, or other material viewed, searched, or stored on the laptops. Patrons wishing to save files they have created must back them up to disks, USB drives, or personal internet accounts. All created files will be erased upon the laptop's return.
9. Very limited technical support is available through library personnel. Patrons confirm that they have basic familiarity and comfort with the laptops and the software they will be using.
10. Any loss or damage of the laptops must be reported immediately. Patrons must not attempt to troubleshoot problems on the laptops.
11. Under no circumstances should a patron leave a laptop unattended. Laptops can be taken to staff to be held if the patron needs to use the restroom. The patron assumes full responsibility for the cost of repair or replacement in the event the laptop is lost, stolen, or damaged.
12. When all laptops are checked out, patrons can request in person to be placed on a waiting list. Patrons must be present within 10 minutes when a laptop becomes available or the laptop will be checked out to another patron.
13. Patrons must not engage in any illegal activities (e.g. hacking, pirating, downloading illegal materials, etc.) or in any activities inconsistent with the library's Computer Policy. Patrons confirm that they have read and will adhere to these policies.
14. Violation of any of the above conditions may result in suspension of laptop borrowing privileges as determined by the Library Director.

Related documents:

Library Computer Policy

**GUTHRIE PUBLIC LIBRARY
LAPTOP BORROWING AGREEMENT AND GUIDELINES**

_____1. By signing for this equipment, I acknowledge that it is fully functioning, undamaged, and that all parts are intact. I have inspected each piece of equipment and pointed out any problems to library staff at this time. I understand that if any of the equipment is not inspected at the time of checkout, I am responsible for all missing or damaged parts upon return.

_____2. I understand that the laptop is my responsibility while it is checked out to me. I will take all reasonable precautions to protect it. If others use it while it is checked out to me and damage or loss occurs, I understand that I will be held financially responsible for any loss, damage, or criminal acts that may occur. I understand that under no circumstances should the laptop be left unattended; the library reserves the right to discontinue laptop checkout privileges.

_____3. I will not tamper with the laptop and accessories, or attach any equipment not meant for use with the laptop. Anything I save to the laptop will be erased when I return it.

_____4. I will return all equipment to staff at the circulation desk.

_____5. I agree that failure to comply with any of these rules and guidelines will result in the loss of borrowing privileges.

_____6. I understand that I am responsible for any/all fees incurred.

Guidelines:

1. Do not leave the laptop unattended or exposed to extreme heat or cold.
2. Do not place heavy materials on the laptop, as this can damage the screen.
3. No food or drinks allowed while using the laptop. Crumbs and liquids can get in the keyboard.
5. In the event of damaged equipment, library staff will determine if damage is the result of normal wear and tear. Do not attempt repairs, adjustments, or alterations of any kind.

I have read, understand, and will comply with all of the lending Agreement and Guidelines.

Date _____ Library Card # _____

Borrower Printed Name _____

Photo ID card (type and number) _____

Borrower Signature _____

Laptop Damage Rates

<i>Replacement due to loss or damage (including failure to return the laptop):</i>	<i>Current replacement costs</i>
Intentional vandalism (includes any scratches or marks on any part of the laptop, removal or rearrangement of keys, or any other malicious damage):	\$100 minimum charge or actual repair cost
Display hinge broken or inoperable damage due to misuse or negligence:	\$100 minimum charge or actual repair cost
Damage which impairs operation of the laptop or any peripherals for 5 working days or longer:	\$100 minimum charge or actual repair cost
Missing floppy drive, CD/DVD drive, battery:	\$100 minimum or actual replacement cost
Missing or damaged network card, power cord, keys:	\$50 minimum or actual replacement cost

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Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting October 18, 2011	Contact Matt Mueller, City Manager
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Agenda Item

Consider approval of Resolution NO. 2011-18, a Resolution of support for the appointment of _____ for the District Eight (8) Seat on the Board of Directors of the Oklahoma Municipal League; Declaring said appointment to be for the benefit of the City/Town of Guthrie and other Municipalities within the District; and declaring the mission of the Oklahoma Municipal League to be for the public purpose.

Summary

Patrice Douglas has been appointed Vice President of OML Board of Directors at the Annual Conference in September which has left the District 8 seat vacant and therefore the OML Board is called for nominations. District 8 is comprised of 41 communities (specified on the attachment). The term which is vacant will expire in September of 2012.

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

Supporting documents attached

- OML letter and Resolution

Recommendation

Action Needed Public Hearing Motion Emergency Clause



Champions For Effective Local Government

OKLAHOMA MUNICIPAL LEAGUE, INC.

201 N.E. 23rd STREET ♦ OKLAHOMA CITY OKLAHOMA 73105

405-528-7515 ♦ 800-324-6651 ♦ 405-528-7560 Fax

TO: District 8 OML Member Municipalities (Mayor, Managers, Clerks, Councilmembers)
FROM: Homer Nicholson, OML President
SUBJECT: Call for Nominations in District 8
DATE: September 29, 2011

Patrice Douglas had been appointed Vice President of OML Board of Directors at the Annual Conference in September which left District 8 vacant and therefore the OML Board is called for nominations. District 8 is comprised of the following municipalities:

- ARCADIA, BETHANY, CALUMET, CEDAR VALLEY, CHOCTAW, CIMARRON CITY, COYLE, CRESCENT, DEL CITY, EDMOND, EL RENO, ETOWAH, FOREST PARK, GUTHRIE, HARRAH, JONES, LAKE ALUMA, LANGSTON, LEXINGTON, LUTHER, MARSHALL, MERIDIAN, MIDWEST CITY, MOORE, MULHALL, MUSTANG, NICHOLS HILLS, NICOMA PARK, NOBLE, OKARCHE, ORLANDO, PIEDMONT, SLAUGHTERVILLE, SMITH VILLAGE, SPENCER, THE VILLAGE, UNION CITY, VALLEY BROOK, WARR ACRES, WOODLAWN PARK, YUKON

According to the OML By-laws qualifications for Board of Directors state that each member of the Board of Directors shall be an incumbent, elected or appointed official or employee of a General Member. The Governance Principles of a Board member include:

- A. The Board governs the League with the best interests of all Oklahoma municipalities as its first priority. In conducting its business, the Board maintains its focus on the mission of the League.
B. The Board commits to conducting its business adhering to the highest ethical, legal, and fiduciary standards.
C. A spirit of openness, candor, and mutual respect for the input and opinions of others are critical to the Board's ability to govern effectively. Board members are expected to spend the time necessary to attend meetings and come prepared and informed on the issues.
D. Board members are expected to respect the President's role as the elected head of the Board. The President has a unique responsibility to maintain an open, candid and productive relationship with the Executive Director. Board members are encouraged to communicate directly with the Executive Director on any issue, though they are expected to act in ways that do not interfere with the President's role as the primary liaison between the Board and the Executive Director.

E. Board members are expected to actively participate as needed on Board committees and task forces. Attendance at committee and task force meetings is as important as attendance at Board meetings.

The Governance Policy also provides additional information regarding the role of the Board member. If you are interested in additional information on the role of Board member, please feel free to let us know.

Any nomination must be accompanied by an attested resolution of support from the municipality the nominee represents. Any vacancy on the Board of Directors of an elective Director may be filled by appointment by the President with the approval of the Board. Such appointment shall be until the next annual business meeting when the Director shall be elected for the remainder of the unexpired term. (The District 8 term expires in September 2012.)

Please submit your letter of interest along with an attested resolution to the OML offices, Attention Jamie Smith to be received no later than **Friday, October 28, 2011**.

If you have any questions or desire additional information, please feel free to contact OML Executive Director Carolyn Stager at the OML offices (1-800-324-6651 or 405-528-7515 if local) or me, Homer Nicholson, at 580-763-8095.

Thank you for your interest!

RESOLUTION NO. 2011-18

A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF _____ TO THE DISTRICT Eight SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY/TOWN OF Guthrie AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.

WHEREAS, the City/Town of Guthrie recognizes that the Oklahoma Municipal League ("OML") is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City/Town of Guthrie through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City/Town of Guthrie is within District 8 and as such is represented by an appointee seated within said district;

WHEREAS, the City/Town of Guthrie has an interest and desire to resolve its support of the nomination of _____ for District 8 seat on the OML Board of Directors;

WHEREAS, the City/Town of Guthrie finds that said nomination would benefit the City/Town/Town of Guthrie and the other municipalities within District 8 by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL/TOWN BOARD OF THE CITY/TOWN OF Guthrie, OKLAHOMA:

SECTION 1: That the City/Town of Guthrie unequivocally supports the nomination of _____ to serve as the District 8 appointee on the Board of Directors of the OML, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City/Town of Guthrie and other municipalities within District 8 will benefit by his appointment.

SECTION 2: That should _____ ultimately be appointed to the OML Board of Directors, he is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City/Town of Guthrie.

PASSED, APPROVED AND EFFECTIVE THIS _____.

(mayor's signature)

ATTEST:

(clerk signature)

Approved as to form and legality on this ____ day of _____.

(City/Town attorney)