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**62<sup>nd</sup> City Council**  
**Mayor Mark Spradlin**  
**Ward I** – John Wood, Trey Ayers    **Ward II** – Mary Coffin, Jeff Taylor  
**Ward III** – Gaylord Z. Thomas, Sharyl Padgett

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**SPECIAL CITY COUNCIL MEETING WORKSHOP**

Tuesday, August 19, 2014 at 6:00p.m.  
City Hall 3<sup>rd</sup> Floor Conference Room  
101 N. 2<sup>nd</sup> Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Public Comments.
3. Discussion regarding FY15 City Council Goals.
4. Discussion regarding Proposed FY15 Budget.
5. Discussion regarding Make Guthrie Weird spotlight.
6. Fleet Maintenance, Parks, and Water Treatment Department annual updates.
7. Discussion regarding agenda items.
8. Request for future items of discussion.
9. Adjournment.



62nd City Council
Mayor Mark Spradlin
Ward I -Trey Ayers, John Wood Ward II - Mary Coffin, Jeff Taylor
Ward III - Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, August 19, 2014 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Community Announcements and Recognitions.
3. Consent Agenda.

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held August 5, 2014 ..... 1
B. Consider approval to award Bid No. 2014-09, Waste Water Treatment Plant - Mechanical Bar Screen to the lowest bidder, Rudy Box & Associates, in the amount of \$249,490.00, approve the use of an additional \$99,490 from the Oklahoma City Water Line fund and authorize the Mayor to execute a contract..... 3
C. Consider approval of to reject Bid No. 2014-04, Sludge Removal at the Waste Water Treatment Plant and solicit for new bids..... 5
D. Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2015. .... 6
E. Consider authorizing City staff to contract with Aetna to continue to provide dental insurance coverage for City employees for fiscal year 2015. ....12
F. Consider approval of the Coyle Public Works Authority Take or Pay Water Purchase Contract allowing the Guthrie Public Works Authority to provide water to the Town of Coyle. ....16
4. Adjournment.

CITY COUNCIL MEETING

62nd City Council
Tuesday, August 19, 2014, 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Consent Agenda
 

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

  - A. Consider approval of minutes of the City Council Workshop Meeting held August 5, 2014.....25
  - B. Consider approval of minutes of the Regular City Council Meeting held on August 5, 2014.....27
  - C. Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2015..... 6
  - D. Consider authorizing City staff to contract with Aetna to continue to provide dental insurance coverage for City employees for fiscal year 2015. ....12
  - E. Consider approval to accept a grant in the amount of \$17,961.00 from an anonymous donor to establish a mobile children and teen book collection. ....29
  - F. Consider approval to award Bid No. 2014-08, Municipal Pool Mechanical Replacement project to the lowest bidder, Paddock Enterprises, INC. for the amount of \$49,490.00 and authorize the Mayor to execute a contract. ....30
  - G. Consider approval of allowing Water Fowl Hunting at Liberty Lake for the 2014 Season as recommended by the Guthrie Park Board. ....31
3. Discussion and possible action on Ordinance No. 3259 setting the requirements for mobile food vendors to sell on public property inside Guthrie city limits.....32
4. City Manager’s Report.
5. Requests/comments from members of the City Council.
6. Adjournment.

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING  
August 5, 2014

The regular meeting of the Guthrie Public Works Authority was posted on Friday, August 1, 2014, before 5:00 p.m. and held August 5, 2014, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Mark Spradlin.

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

Chairman Mark Spradlin called the meeting to order at 7:05 p.m.

Members Present:	Mark Spradlin	Mary Coffin	Sharyl Padgett
	John Wood	Gaylord Z. Thomas	Trey Ayers
	Jeff Taylor		

Members Absent: None

Staff Present:	Sereniah Breland	Kim Biggs	Randel Shadid
	Jim Ahlgren	Rene Spineto	Cyndi O
	Cody Mosely	Aaron Ryburn	Kevin Dixon

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

**Community Announcements and Public Recognition.** None.

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held on July 15, 2014.
- B. Consider approval for the renewal of the contract with Waste Connections for the Guthrie Public Works Authority solid waste disposal including the modification.
- C. Consider approval of changes to the Personnel Policy Manual Section 1100.6 Discipline Procedure.
- D. Consider approval of addition for the Airport Manager under Section 500.17c11.1 of the Personnel Policy Manual for authorization of a take home vehicle.

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

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Padgett, Taylor

Nay: None

Chairman Spradlin declared the motion carried unanimously.

**Adjourn.** There being no further business for the Guthrie Public Works Authority Trustees, Chairman Spradlin declared the meeting adjourned at 7:06 p.m.

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Kim Biggs, Secretary

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Mark Spradlin, Chairman



Agenda Item Cover Letter

Meeting

City Council
X GPWA
Other:

Date of Meeting

August 19, 2014

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval to award Bid No. 2014-09, Waste Water Treatment Plant – Mechanical Bar Screen to the lowest bidder, Rudy Box & Associates, in the amount of \$249,490.00, approve the use of an additional \$99,490 from the Oklahoma City Water Line fund and authorize the Mayor to execute a contract.

Summary

On March 18, 2014 Guthrie Public Works Administration (GPWA) approved to solicit bids to furnish and install a bar screen at the Waste Water Treatment Plant. A public notice was published in the Guthrie News Leader on July 10 and 17, 2014. Bids were opened on Friday, August 8, 2014 at 2:00 pm. Five (5) bid proposals were received. It is the recommendation of Myers Engineering, Consulting Engineers, INC. to award this project to the lowest bidder, Rudy Box & Associates of Norman, OK utilizing WesTech Brand Equipment for the Mechanical Bar Screen. GPWA was approved to use up to \$150,000 from The Oklahoma City Water Line Fund. An additional \$99,490 is being requested from the same fund to cover the cost of the bar screen project.

Funding Expected Revenue X Expenditure N/A
Budgeted X Yes No N/A
Account Number 90-90-00-6590 Amount \$249,490.00
Legal Review X N/A Required Completed Date:

Supporting documents attached

- Recommendation Letter from Myers Engineering including the bid tabulation.

Recommendation

Approve to award Bid No. 2014-09, Waste Water Treatment Plant – Mechanical Bar Screen to the lowest bidder, Rudy Box & Associates, in the amount of \$249,490.00, approve the use of an additional \$99,490 from the Oklahoma City Water Line fund and authorize the Mayor to execute a contract.

Action Needed Public Hearing X Motion Emergency Clause

August 13, 2014

Honorable Mayor and City Council  
City of Guthrie/Guthrie Public Works Authority  
P.O. Box 908  
Guthrie, OK 73044

RE: Summary and Recommendation of WWTP- Mechanical Bar Screen  
MEC No. 211135.95

Dear Mayor and Council Members:

Bid for the above referenced projects were received, opened, and read aloud on Friday, August 8, 2014 at 2:00 P.M. in the Council's Chamber. (The detailed bid tabulation sheet is attached to this letter). Five bids were received for the project and are as follows:

Contractor	Bid Item #1	Bid Item #2	Bid Item #3
Rudy Box & Associates, Norman, OK	\$249,490.00	NO BID	NO BID
Crossland Heavy Cont. Tulsa, OK	\$252,600.00	\$302,000.00	\$263,000.00
Wynn Construction, OKC, OK	\$252,700.00	\$262,900.00	\$317,900.00
Northern Equipment, Grove, OK	\$279,999.00	\$293,661.00	\$336,620.00
J.S. Haren Co., Athens, TN	\$265,500.00	\$277,000.00	\$268,000.00

From a review of the bids received, it appears Rudy Box & Associates, Inc. of Norman, Oklahoma is the low bidder. The bid of Rudy Box & Associates Inc. appears to be in good order. Rudy Box & Associates, Inc. has experience in this type of work. We recommend the contract be awarded to Rudy Box & Associates, Inc. in the amount of \$249,490.00 utilizing WesTech Brand Equipment for the Mechanical Bar Screen.

Respectfully Submitted,

*Signature appears on original letter*

William T. Myers, PE

cc: MECE 211135.95  
Attachment



Agenda Item Cover Letter

Meeting

City Council
[X] GPWA
Other:

Date of Meeting

August 19, 2014

Contact

Jessie Bryan
Purchasing Agent

Agenda Item

Consider approval to reject Bid No. 2014-04, Sludge Removal at the Waste Water Treatment Plant and solicit for new bids.

Summary

On March 18, 2014, GPWA gave approval to solicit bids for Sludge Removal at the Waste Water Treatment Plant. A public notice was published in the Guthrie News Leader on July 10 and 17, 2014. On August 8, 2014 at 2:00pm bids were received, opened and read aloud in the council chamber. One (1) bid proposal was received. The bid was from Denali Water Solutions, Russellville, AR, in the amount of \$138,854. The total estimated cost for this project is \$80,000. Myers Engineering recommends that we reject and rebid this project due to the vendor misunderstanding the bid specifications.

Funding Expected: Revenue [ ], Expenditure [X], N/A [ ]
Budgeted: Yes [X], No [ ], N/A [ ]
Account Number: 54-54-24-6596, Amount: Estimated: \$80,000
Legal Review: N/A [X], Required [ ], Completed Date: [ ]

Supporting documents attached

Recommendation

Approve to reject Bid No. 2014-04, Sludge Removal at the Waste Water Treatment Plant and solicit for new bids.

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



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

August 19, 2014

Contact

Jim Ahlgren
Human Resource Director

Agenda Item

Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2015.

Summary

The City of Guthrie currently contracts with Aetna to provide medical and life insurance for its employees. The current contract expires September 30, 2014. Aetna has increased its medical rates causing the City to seek new quotes. Of the companies that quoted, Aetna presented the best value to the City including no increase in life insurance.

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number All depts. City & GPWA Amount
Legal Review N/A Required Completed Date:

Supporting documents attached

- Aetna Life & AD&D, Supplemental Life letter -2015 Rates unchanged
Aetna 2015 Medical Rates
TML MultiState IEBP letter - no quote
Blue Cross Quote
UHC letter - no quote

Recommendation

Motion to approve that City staff be authorized to contract group Medical and Life Insurance coverage with Aetna for the October 1, 2014 - September 30, 2015 plan year.

Action Needed Public Hearing Motion Emergency Clause

**Matthew Stewart**  
Account Manager



3030 NW Expressway Suite 625  
Oklahoma City, OK 73112  
T 405.945.1224  
mjstewart@aetna.com

August 4, 2014

City of Guthrie  
101 North 2nd  
Guthrie, OK 73044

Plan # 475182

Coverages: Life & AD&D, Supplemental Life

Dear John Ahlgren:

Your Group Insurance Life & AD&D, Supplemental Life plans, provided by Aetna, have been reviewed and the rates will remain unchanged for the 10/01/2014 to 09/30/2015 policy period.

Please be assured that at Aetna we do our best to provide exceptional service and quality benefits. For all groups with rate renewal action, we have two new benefits for qualifying members. Everest Funeral and Concierge Services are now included for all Basic Life customers with 100+ Basic Life covered members. This gives members access to Everest's 'Immediate Family' option which applies to the employee, their partner/spouse and children under 26 years of age. An additional option is available to cover members' Parents and In-Laws, for an additional charge. Everest services are offered in addition to the living, end-of-life/beneficiary services, health and fitness discounts and financial planning services included with the Life Essentials Program.

As a reminder, we reserve the right to review the rates currently in force if the group experiences a revision change, material change in the condition under which your plan operates, change in participating lives or volume changes of plus or minus 10%. In the absence of any revisions we anticipate that the rates currently in force will remain in effect until the next renewal date.

If you require assistance or have any questions about this renewal, please contact your agent/broker or your local Aetna Sales office.

Sincerely,

Matt Stewart

# Summary Of Renewal/Proposed Rates

City of Guthrie  
Effective October 1, 2014

Policyholder Number - 0475182

- This exhibit outlines your Total Amount Due rates effective October 1, 2014.
- Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- Amount Due includes Aetna Premium and Producer Service Fee, as outlined in the Billing and Collection Agreement.
- Refer to the Medical Renewal Assumptions - Financial & Administrative page regarding an explanation of Producer Service Fee.

OK - Oklahoma City - Health Network Option				
Coverage Categories	Assumed Employees	Current Amount Due Rates	<i>Amount Due Rates</i>	<i>% Change</i>
Emp Only	98	\$400.00	<b>\$439.59</b>	9.9%
Emp + Spouse	8	\$936.02	<b>\$1,028.67</b>	9.9%
Emp + Child(ren)	2	\$724.01	<b>\$795.67</b>	9.9%
Emp + Family	3	\$1,260.03	<b>\$1,384.75</b>	9.9%
<b>TOTAL</b>	111	\$51,916.27	<b>\$57,055.05</b>	9.9%

	Employees	Current Amount Due	Total Amount Due	% Change
<b>Monthly Totals</b>	111	\$51,916.27	<b>\$57,055.05</b>	9.9%

**From:** Julian Fontana [<mailto:Julian.Fontana@tmlmultistateiebp.org>]  
**Sent:** Thursday, July 31, 2014 3:20 PM  
**To:** Jim Duncan; Leigh Hightower  
**Cc:** 'Somers, Daniel E'; Brett Bowers  
**Subject:** City of Guthrie

Hello Jim/Leigh -

I wanted to let you know that we have reviewed the initial underwriting for the City of Guthrie and it looks like they are getting a good deal from Aetna based on renewal offer and plan design documents provided based on what we would offer. We appreciate your consideration in having the opportunity to review this information on behalf of your valued client and look forward to working with you on future groups.

If you have any questions or if we can be of assistance in the interim please let us know, we will let you know next time we are in town and coordinate a visit to share additional information about the plan.

Best regards,

Julian Fontana  
TML MultiState IEBP  
1821 Rutherford Lane, Suite 300  
Austin, TX 78754-5151  
512-719-6559 office  
512-921-8042 mobile



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**BlueCross BlueShield  
of Oklahoma**

Quote ID: 3235835

**City of Guthrie**  
Effective Date: 10/01/2014  
Proposal #1

Printed: 07/28/2014  
Zip Code of Business: 73044  
SIC Code of Business: 9111  
Public Entity: Y

No. of Employees: 112  
Proposal Type: Standard

Producer: BENCHMARK FINANCIAL GROUP INC



The Total Monthly Health Cost reflects coverage types for the census entered in the quote.

**BlueOptions - \$35 Office Copay**

Health Plan#	Ded	Office Copay	Coins %	OPX In/Out	Pharmacy	Employee Only	Employee +Spouse	Employee +Child(ren)	Employee +Family	Total Monthly Health Cost*	Estimated Taxes & Fees
RYB108	\$2,000	\$35	80%/70%/60%/50%	\$4,000/\$7,000	\$4/\$35/\$75/\$150	\$399.85	\$935.68	\$723.74	\$1,259.56	\$51,760.92	\$1812.42
RYB808	\$2,000	\$35	80%/70%/60%/50%	\$4,000/\$7,000	\$10/\$25/\$50/\$150	\$413.37	\$967.30	\$748.20	\$1,302.13	\$53,510.89	\$1873.46
RYB408	\$2,000	\$35	80%/70%/60%/50%	\$4,000/\$7,000	\$12/\$25/30%	\$402.06	\$940.84	\$727.73	\$1,266.51	\$52,046.87	\$1821.75
RYB08	\$2,000	\$35	80%/70%/60%/50%	\$4,000/\$7,000	50/50	\$377.28	\$882.85	\$682.88	\$1,188.46	\$48,839.09	\$1710.01
RYB109P	\$2,500	\$35	80%/70%/60%/50%	\$4,500/\$7,500	\$4/\$35/\$75/\$150	\$384.85	\$900.56	\$696.58	\$1,212.30	\$49,818.98	\$1743.86
RYB809P	\$2,500	\$35	80%/70%/60%/50%	\$4,500/\$7,500	\$10/\$25/\$50/\$150	\$398.36	\$932.18	\$721.04	\$1,254.86	\$51,567.92	\$1804.90
RYB609P	\$2,500	\$35	80%/70%/60%/50%	\$4,500/\$7,500	\$20/\$40/\$60/\$150	\$381.13	\$891.86	\$689.85	\$1,200.58	\$49,337.46	\$1727.02
RYB409P	\$2,500	\$35	80%/70%/60%/50%	\$4,500/\$7,500	\$12/\$25/30%	\$387.05	\$905.72	\$700.57	\$1,219.24	\$50,103.90	\$1753.19
RYB09P	\$2,500	\$35	80%/70%/60%/50%	\$4,500/\$7,500	50/50	\$362.27	\$847.74	\$655.72	\$1,141.19	\$46,896.19	\$1641.45
RYB111P	\$5,000	\$35	80%/70%/60%/50%	\$6,000/\$10,000	\$4/\$35/\$75/\$150	\$351.07	\$821.52	\$635.44	\$1,105.89	\$45,446.19	\$1590.75
RYB811P	\$5,000	\$35	80%/70%/60%/50%	\$6,000/\$10,000	\$10/\$25/\$50/\$150	\$364.58	\$853.14	\$659.90	\$1,148.46	\$47,195.16	\$1651.79
RYB411P	\$5,000	\$35	80%/70%/60%/50%	\$6,000/\$10,000	\$12/\$25/30%	\$353.27	\$826.68	\$639.43	\$1,112.83	\$45,731.11	\$1600.08
RYB11P	\$5,000	\$35	80%/70%/60%/50%	\$6,000/\$10,000	50/50	\$328.49	\$768.69	\$594.58	\$1,034.78	\$42,523.33	\$1488.34

\*\*Total Monthly Health Cost includes the effects of Health Insurer and Reinsurance Fees, plus any federal and state taxes applicable to these fees.

**BlueOptions - \$30 Office Copay**

Health Plan#	Ded	Office Copay	Coins %	OPX In/Out	Pharmacy	Employee Only	Employee +Spouse	Employee +Child(ren)	Employee +Family	Total Monthly Health Cost*	Estimated Taxes & Fees
RYBM106	\$500	\$30	80%/70%/60%/50%	\$2,500/\$5,500	\$4/\$35/\$75/\$150	\$467.00	\$1,092.81	\$845.28	\$1,471.09	\$60,453.50	\$2116.20
RYBM806	\$500	\$30	80%/70%/60%/50%	\$2,500/\$5,500	\$10/\$25/\$50/\$150	\$480.51	\$1,124.43	\$869.74	\$1,513.66	\$62,202.47	\$2177.24
RYBM406	\$500	\$30	80%/70%/60%/50%	\$2,500/\$5,500	\$12/\$25/30%	\$469.21	\$1,097.97	\$849.27	\$1,478.04	\$60,739.45	\$2125.53
RYBM105	\$1,000	\$30	80%/70%/60%/50%	\$3,000/\$6,000	\$4/\$35/\$75/\$150	\$430.94	\$1,008.41	\$780.00	\$1,357.48	\$55,785.31	\$1952.78
RYBM805	\$1,000	\$30	80%/70%/60%/50%	\$3,000/\$6,000	\$10/\$25/\$50/\$150	\$444.45	\$1,040.04	\$804.46	\$1,400.05	\$57,534.35	\$2013.82
RYBM605	\$1,000	\$30	80%/70%/60%/50%	\$3,000/\$6,000	\$20/\$40/\$60/\$150	\$427.22	\$999.71	\$773.27	\$1,345.76	\$55,303.79	\$1935.94
RYBM405	\$1,000	\$30	80%/70%/60%/50%	\$3,000/\$6,000	\$12/\$25/30%	\$433.14	\$1,013.57	\$783.99	\$1,364.42	\$56,070.23	\$1962.11
RYBM505	\$1,000	\$30	80%/70%/60%/50%	\$3,000/\$6,000	50/50	\$408.36	\$955.59	\$739.14	\$1,286.37	\$52,862.52	\$1850.37

\*\*Total Monthly Health Cost includes the effects of Health Insurer and Reinsurance Fees, plus any federal and state taxes applicable to these fees.

**BlueOptions - \$20 Office Copay**

Health Plan#	Ded	Office Copay	Coins %	OPX In/Out	Pharmacy	Employee Only	Employee +Spouse	Employee +Child(ren)	Employee +Family	Total Monthly Health Cost*	Estimated Taxes & Fees
RYB106	\$500	\$20	80%/70%/60%/50%	\$2,500/\$5,500	\$4/\$35/\$75/\$150	\$469.63	\$1,098.95	\$850.03	\$1,479.36	\$60,793.79	\$2127.95
RYB806	\$500	\$20	80%/70%/60%/50%	\$2,500/\$5,500	\$10/\$25/\$50/\$150	\$483.14	\$1,130.58	\$874.49	\$1,521.93	\$62,542.83	\$2188.99
RYB406	\$500	\$20	80%/70%/60%/50%	\$2,500/\$5,500	\$12/\$25/30%	\$471.83	\$1,104.11	\$854.02	\$1,486.30	\$61,078.71	\$2137.28
RYB06	\$500	\$20	80%/70%/60%/50%	\$2,500/\$5,500	50/50	\$447.05	\$1,046.13	\$809.17	\$1,408.25	\$57,871.00	\$2025.54
RYB104	\$750	\$20	80%/70%/60%/50%	\$2,750/\$5,750	\$4/\$35/\$75/\$150	\$450.25	\$1,053.61	\$814.96	\$1,418.32	\$58,285.15	\$2040.77
RYB804	\$750	\$20	80%/70%/60%/50%	\$2,750/\$5,750	\$10/\$25/\$50/\$150	\$463.76	\$1,085.23	\$839.42	\$1,460.89	\$60,034.12	\$2101.81
RYB404	\$750	\$20	80%/70%/60%/50%	\$2,750/\$5,750	\$12/\$25/30%	\$452.45	\$1,058.77	\$818.95	\$1,425.27	\$58,570.10	\$2050.10
RYB04	\$750	\$20	80%/70%/60%/50%	\$2,750/\$5,750	50/50	\$427.68	\$1,000.79	\$774.10	\$1,347.21	\$55,363.36	\$1938.36
RYB105	\$1,000	\$20	80%/70%/60%/50%	\$3,000/\$6,000	\$4/\$35/\$75/\$150	\$433.62	\$1,014.70	\$784.87	\$1,365.95	\$56,132.49	\$1965.53
RYB805	\$1,000	\$20	80%/70%/60%/50%	\$3,000/\$6,000	\$10/\$25/\$50/\$150	\$447.14	\$1,046.33	\$809.32	\$1,408.51	\$57,882.48	\$2026.57
RYB605	\$1,000	\$20	80%/70%/60%/50%	\$3,000/\$6,000	\$20/\$40/\$60/\$150	\$429.90	\$1,006.00	\$778.13	\$1,354.23	\$55,650.95	\$1948.69
RYB405	\$1,000	\$20	80%/70%/60%/50%	\$3,000/\$6,000	\$12/\$25/30%	\$435.83	\$1,019.86	\$788.86	\$1,372.89	\$56,418.41	\$1974.86
RYB05	\$1,000	\$20	80%/70%/60%/50%	\$3,000/\$6,000	50/50	\$411.05	\$961.88	\$744.01	\$1,294.84	\$53,210.70	\$1863.12
RYB107	\$1,500	\$20	80%/70%/60%/50%	\$3,500/\$6,500	\$4/\$35/\$75/\$150	\$418.36	\$978.98	\$757.23	\$1,317.85	\$54,156.87	\$1895.65

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,  
an Independent Licensee of the Blue Cross and Blue Shield Association

**Daniel Somers**  
*Sales - Key Accounts*  
UnitedHealthcare Inc  
3817 NW Expressway, #720  
Oklahoma City, OK 73112  
405-945-2129 - Direct  
405-945-2127 - Fax

August 1, 2014

Benchmark Financial Group  
Attn: Leigh Hightower

**Re: City of Guthrie**

Dear Leigh:

Thank you for your proposal request on City of Guthrie. Our underwriters have conducted a thorough evaluation of the information provided by you from the current carrier.

At this time based upon this information we will not be able to match or provide the group with a better solution than their current provider. Should additional information become available we will gladly review the group again in hopes of being able to provide an attractive option for City of Guthrie.

Nevertheless, consistent with the requirements in the Affordable Care Act (ACA) we will provide a formal quote on approved fully insured products at the direct request of the Employer.

Should the Employer still wish to obtain a formal quote from us despite the result of our review, please have the group send the written request to my attention.

Sincerely,

**Daniel Somers**  
*Sales - Key Accounts*



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

August 19, 2014

Contact

Jim Ahlgren
Human Resource Director

Agenda Item

Consider authorizing City staff to contract with Aetna to continue to provide dental insurance coverage for City employees for fiscal year 2015.

Summary

The City of Guthrie currently contracts with Aetna to provide dental care insurance for its employees. The current contract expires September 30, 2014. Aetna has increased its rates causing the City to seek new quotes. Of the companies that quoted, Aetna presented the best value to the City.

Funding Expected: Revenue, Expenditure, N/A
Budgeted: Yes, No, N/A
Account Number: All depts. City & GPWA, Amount
Legal Review: N/A, Required, Completed Date:

Supporting documents attached

- 2015 Dental Renewal Rates
Blue Cross Quote

Recommendation

Motion to approve that City staff be authorized to contract group dental coverage with Aetna for the October 1, 2014 - September 30, 2015 plan year.

Action Needed: Public Hearing, Motion, Emergency Clause

# Dental Renewal/Proposed Rates

City of Guthrie  
Effective October 01, 2014

Policyholder Number - 475182  
Group Number - 475182

- This exhibit outlines your Renewal/Proposed Rates Effective October 01, 2014.
- Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.

PPO Dental Rates				
Coverage Categories	Current/Assumed Employees	Current Rates	Proposed/Renewal Rates	% Change
Employee Only	79	\$24.67	<b>\$26.77</b>	8.52%
EE+Spouse	18	\$49.31	<b>\$53.51</b>	8.52%
EE+ Child(ren)	2	\$56.72	<b>\$61.55</b>	8.52%
EE+Family	9	\$81.36	<b>\$88.29</b>	8.52%
Monthly Total	108	\$3,682.19	<b>\$3,995.91</b>	8.52%

	Employees	Current Premium	Proposed Premium	% Change
<b>Monthly Totals</b>	108	\$3,682.19	\$3,995.91	8.52%

## Financial Conditions

Rates may be adjusted if:

- > The enrolled member to subscriber ratio increases **or decreases** by more than 10% from the 1.56 ratio assumed in this quote
- > The plan sponsor offers coverage to employee previously not covered under the plan without prior notification.
- > legislation or regulation is enacted that affect the benefits payable, eligibility or contractual provisions;
- > there is any other material change in the condition under which the plan operates.
- > Commissions payable to a broker or consultant change.

Terms:

- > Rates include commissions of 10.0% of premium.
- > For Voluntary plans, where permitted by state law, late entrant rules will be applied at annual enrollment (i.e., no true "open enrollment") as well as throughout the year.
- > The Patient Protection and Affordable Care Act imposes a new fee/assessment, the Health Insurer Fee (HIF).  
This renewal includes an allocation of 2.9% for HIF.

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies. PPO/PDN is underwritten by Aetna Life Insurance Company. DMO is underwritten by Aetna Life Insurance Company, except as follows: Arizona, Georgia: Aetna Health Inc. California: Aetna Dental of California Inc. Maryland, Missouri, North Carolina, Texas; Aetna Dental Inc. New Jersey; Aetna Dental Inc. and Aetna Life Insurance Company.

# Dental Renewal/Proposed Rates

City of Guthrie  
Effective October 01, 2014

Policyholder Number - 475182  
Group Number - 475182

## Health Reform Disclosure

Under recent health care reform legislation, health plans existing prior to the enactment of the legislation may be "grandfathered" and not subject to some of the mandated benefits and reform provisions. Should your plan change after the date of enactment, your plan may not be grandfathered under the legislation.

This proposal does not contemplate the impact of certain health care reform mandates and requirements expected to be effective 9/23/2010 regardless of grandfathered status. Aetna is working aggressively to understand the impact of the legislation, much of which will require additional regulations to be issued that will bring further clarity to the new law. Aetna will determine specific impact to this proposal, if any, over the next few months.

Aetna reserves the right to modify its products, services, rates and fees, in response to legislation, regulation or requests of government authorities resulting in changes to plan benefits and to recoup any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.

## PPACA

Aetna reserves the right to modify its products, services, and rates, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation or requests of government authorities.

Sections 1341 and 9010 of The Patient Protection and Affordable Care Act impose new fees and assessments ("hereinafter Fees"). The methodology for determining the Fees will be based on future regulation. As such, the quoted rates herein do not include such Fees.

When the amount of Fees allocable to your plan is determined, Aetna will add such amount to your rates or otherwise recoup such Fees.

## Explanation of Benefits

We make EOBs available through our secure Navigator website for subscribers who have registered to use Navigator and for whom we have a valid email address. We send members an email when a new EOB is available. All other members receive paper EOBs. If a member receiving EOBs electronically prefers paper EOBs, they can get them by telling us that is their preference.

## Patient Protection and Affordable Care Act – Fees and Assessments

The Patient Protection and Affordable Care Act imposes a new fee, the Health Insurer Fee (hereinafter "Fee"). The Fee is effective as of January 1, 2014; however, rate quotes for a policy year starting in 2013 will include, the Fee assessed on the portion of premium that is paid in 2014. This rate quote includes an estimated proportionate allocation of expenses associated with this Fee. Aetna reserves the right to modify these rates, or otherwise recoup such Fee if estimates are materially insufficient.

## Health Insurer Fee

This recurring annual industry fee will be assessed based on each insurer's share of the fully insured market. A total of \$8.0 billion will be collected for 2014. The total assessment will increase each year, to \$14.3 billion in 2018 and will then increase at the rate of premium growth thereafter.



**BlueCross BlueShield  
of Oklahoma**

Quote ID: 3235835

**City of Guthrie**  
 Effective Date: 10/01/2014  
 Proposal #1  
 Producer: BENCHMARK FINANCIAL GROUP INC

Printed: 07/28/2014  
 Zip Code of Business: 73044  
 SIC Code of Business: 9111  
 Public Entity: Y

No. of Employees: 112  
 Proposal Type: Standard

**PPO - BlueCare Dental Choice**

Plan ID	Ind Ded	Coinsurance (Type I/II/III/Ortho)	Annual Benefit Maximum	Orthodontia Lifetime Max	Out-of- Network Reimb.	Employee Only	Employee +Spouse	Employee +Child(ren)	Employee +Family	Total Monthly Health Cost*	Estimated Taxes & Fees
<b>High Allocation</b>											
KHSC09		100/80/50/0	\$1,250/\$1,000	N/A	SMA/SMA	\$23.12	\$54.10	\$41.85	\$72.83	\$2,992.89	\$59.84
<b>KHUC01</b>		<b>100/90/60/50</b>	<b>\$1,500/\$1,000</b>	<b>\$1,000</b>	<b>SMA/U&amp;C</b>	<b>\$33.74</b>	<b>\$78.96</b>	<b>\$61.08</b>	<b>\$106.29</b>	<b>\$4,367.75</b>	<b>\$87.03</b>
KHUC02		100/90/60/50	\$1,000	\$1,000	SMA/U&C	\$32.53	\$76.12	\$58.88	\$102.47	\$4,211.01	\$84.44
KHUC03		100/80/50/50	\$1,000	\$1,000	SMA/U&C	\$29.80	\$69.73	\$53.93	\$93.86	\$3,857.55	\$76.90
KHUC04		100/80/50/50	\$1,250/\$1,000	\$1,000	SMA/U&C	\$28.55	\$66.81	\$51.68	\$89.94	\$3,695.85	\$74.14
KHUC05		100/80/50/50	\$1,000	\$1,000	SMA/U&C	\$28.42	\$66.50	\$51.44	\$89.52	\$3,678.94	\$73.14
KHUC06		100/80/50/0	\$1,000	N/A	SMA/U&C	\$27.52	\$64.39	\$49.81	\$86.68	\$3,562.39	\$71.32
KHUC07		100/80/50/0	\$1,000	N/A	SMA/U&C	\$26.12	\$61.13	\$47.28	\$82.29	\$3,381.34	\$67.51
<b>Low Allocation</b>											
KLSC10		100/80/50/0	\$1,000	N/A	SMA/SMA	\$19.80	\$46.33	\$35.83	\$62.36	\$2,563.05	\$51.10
KLUC08		100/80/50/0	\$1,000	N/A	SMA/U&C	\$23.27	\$54.46	\$42.12	\$73.31	\$3,012.39	\$59.99

Coverage Allocation refers to the placement of the Endodontic, Periodontal and Oral Surgery service categories. High allocation means that these services are covered in Type II. Low allocation means that these services are covered in Type III. SMA - Scheduled Maximum Allowance, our network negotiated fees.

\*\*Total Monthly Dental Cost includes the effects of Health Insurer and Reinsurance Fees, plus any federal and state taxes applicable to these fees.



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

August 19, 2014

**Contact**

Kim Biggs  
City Clerk/Treasurer

**Agenda Item**

Consider approval of the Coyle Public Works Authority Take or Pay Water Purchase Contract allowing the Guthrie Public Works Authority to provide water to the Town of Coyle.

**Summary**

The Guthrie Public Works Authority (GPWA) was approached by the Town of Coyle in 2012 to provide water to their community. The previous City Manager provided a presentation to Coyle Trustees on two occasions which explained what the GPWA was able to offer. Town of Coyle had two choices available for their citizens and Coyle Public Works Authority Trustees unanimously chose to contract with the GPWA. A Take or Pay Contract was presented and approved by the Trustees of both Authorities in 2012 using an estimated cost of \$355,000. The project has since went to bid and the projected cost of construction has increased to \$480,000 with engineering fees estimated to be \$140,000. Funding for this project will be secured with a forgivable loan through the Department of Environmental Quality (DEQ) Drinking Water State Revolving Fund (DWSRF). The proposed cost of \$5.57 per 1,000 gallons is based on operational costs to produce 1,000 gallons of water.

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>20-00-00-5479</u>	<b>Amount</b>	<u>\$55,700</u>

**Supporting documents attached:**

- Coyle Take or Pay Contract

**Recommendation**

Approve the Coyle Public Works Authority Take or Pay Water Purchase Contract allowing the Guthrie Public Works Authority to provide water to the Town of Coyle.

**Action Needed**       Public Hearing       Motion       Emergency Clause

**COYLE PUBLIC WORKS AUTHORITY  
TAKE OR PAY WATER PURCHASE CONTRACT**

This Take or Pay Water Purchase Contract (the Contract) for sale and purchase of water is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 between the Guthrie Public Works Authority (GPWA) and the Coyle Public Works Authority (Coyle).

WHEREAS, Coyle is a public trust established pursuant to Title 60, Oklahoma Statutes, Section 176 et.seq., whose sole beneficiary is the Town of Coyle, Oklahoma; and

WHEREAS, the GPWA is a public trust established pursuant to Title 60, Oklahoma Statutes, Section 176 et.seq., whose sole beneficiary is the City of Guthrie, Oklahoma, a Municipal Corporation; and

WHEREAS, GPWA owns and operates a water supply and distribution system with the capacity currently capable of serving the present customers of GPWA's system and sufficient surplus water to serve the water supply needs of Coyle; and

WHEREAS, the GPWA, at the request of Coyle, has determined the need to construct and finance a water line project to serve water to Coyle and to properly maintain and operate said project; and

WHEREAS, GPWA and Coyle heretofore have entered into discussions and negotiations to develop a contractual relationship for water service that would be beneficial to both parties and to accomplish the project.

NOW THEREFORE, come in consideration of the foregoing and mutual agreements and covenants herein set forth,

**THE GPWA AGREES:**

1. Quality and Quantity: To furnish Coyle at the point of delivery during the term of this contract or renewal thereof or extension thereof, potable treated water meeting applicable Oklahoma Department of Environmental Quality standards in such quantities as may be required by Coyle up to the maximum usage of twenty million gallons per year. Coyle will be responsible for any required water testing of water once it enters Coyle's system.

Pursuant to 11 O.S. § 37-119, Coyle shall be subject to a water rationing program consistent with any rationing program ordered by or effective upon the Guthrie Public Works Authority.

2. Pressure: The water will be furnished at a reasonable constant normal pressure at the point of delivery. If a greater pressure than that normally available at the point of delivery is required by Coyle, the cost of providing such greater pressure shall be borne by Coyle. Emergency failure of pressure or supply due to main

supply line leaks, power failure, flood, fire and use of water to fight fire, earthquake, or other catastrophe, shall excuse the GPWA from this provision for such reasonable period of time as may be necessary to restore service.

3. Construction of Water Line and Metering Equipment: GPWA will construct a six inch diameter water line extending east from the main entrance of Langston University to Coyle's water system. The line will parallel State Hwy. 33 and the primary access road or Main Street into the town of Coyle. The line will terminate or interconnect into the Coyle water system near the intersection of Iowa and Main Street. The length of the water line is approximately 7,100 feet. A master meter station as well as pressure reducing valve station will be installed in the proposed water line. Coyle's existing water storage tank will be utilized in place. Estimated cost of this project is \$700,000.00.

GPWA will design, construct and finance the line. The debt service associated with the cost of design and construction of the line will be added to the rate established in Paragraph 6 of this Contract. If grants that are not repayable are obtained for use on the line project, the grant savings will be passed on to Coyle.

By way of illustration, the anticipated monthly debt service on a 20 year loan is estimated to be \$3.84 per 1,000 gallons of water sold monthly. This amount would be added to the effective normal usage rate established in Paragraph 6 of this Contract, as adjusted pursuant to Paragraph 15 of this Contract, and would, for the initial period of this Contract, equate to an adjusted rate of \$9.41 per 1,000 gallons of water sold on the Take or Pay Minimum Monthly Charge (\$9,410.00 per month) and an initial adjusted rate of \$9.95 per 1,000 gallons of water sold in excess of the Take or Pay amount. Any grant money obtained for capital costs of this line project will be passed on to Coyle to reduce the rate. Coyle will pay \$7.50 per month to GPWA representing the water treatment plant fee. Said amount in addition to all other amounts paid under this contract.

4. Billing Procedure: To furnish Coyle, not later than the 30<sup>th</sup> day of each month, an itemized statement of the amount of water furnished Coyle during the preceding month and the applicable charges. Under no circumstances shall water service provided under this Contract be interrupted on the basis of non-payment unless bills for water sold under this contract are more than sixty (60) days past due or in any event if past due bills exceed \$10,000.
5. Water Availability: Water to be furnished under the contract is at all times limited to surplus water in excess of the needs or requirements of the GPWA and its beneficiary inhabitants and of other purchasers to whom GPWA has granted preferential rights to water, and all sales are contingent upon the existence of an ample supply of water. Coyle shall be granted the same rights of supply as other purchasers of similar classification to whom the GPWA may grant preferential rights in the future. GPWA reserves the right to discontinue, interrupt, reduce, or suspend delivery of water whenever such action is required by reason of an

emergency, unfavorable operating conditions, or a deficient supply of water. Except in emergency, GPWA shall give Coyle maximum practicable time of notice before interruption of water delivery.

COYLE AGREES:

6. Rates: To pay GPWA for water purchased at the initial effective normal usage rate of \$5.57 per 1,000 gallons, as may be amended from time-to-time as provided herein, plus the debt service adjustment described in Paragraph 3 herein, and a Water Meter charge as established by the City of Guthrie and/or Guthrie Public Works Authority Ordinance, but in any event not less than the Take or Pay Minimum Monthly Charge as described in Section 7. For water use in excess of the initial Take or Pay amount Coyle shall be \$6.11 per 1,000 gallons, plus the debt service adjustment described in Paragraph 3 herein. The effective normal usage rate shall be adjusted in the manner set forth in Paragraph 15 of this Contract.
7. Take or Pay Minimum Monthly Charge: The minimum monthly charge to Coyle shall not be less than the take or pay amount set out herein. To pay a minimum monthly charge equal to adjusted rate, as set based pursuant to Paragraphs 3 and 6 of this Contract, times a base usage amount of One Million (1,000,000) gallons per month, resulting in an initial adjusted Take or Pay Minimum Monthly Charge of \$9,410.00 per month based on the illustration set forth in Paragraph 3 of this Contract. Subsequent to the effective date of this Contract, the Take or Pay Minimum Monthly Charge may only be adjusted by written agreement of the parties. On or before April 1 of any given year Coyle may make a written nomination of water requested to the GPWA for review and approval by the Trustees of the Guthrie Public Works Authority, and such Take or Pay Minimum Monthly Charge may be adjusted effective July 1 of the year of approval and prospectively thereafter unless subsequently amended, PROVIDED in no event shall the monthly charge be less than the amount shown above.
8. Payment Dates: To pay GPWA no later than 30 days after receipt of a bill for water delivered during the preceding billing period. If the amount is not paid within said period, a penalty of 10 percent (10%) of the amount due will be charged per month. The metering equipment shall be read monthly. Appropriate officials of GPWA and Coyle shall have access to the meter(s) at all reasonable times for purpose of verifying readings.
9. Prohibited Connections: No connection shall be made to the municipal water distribution system without approval of GPWA, and no connection will be permitted when there is danger or possibility of contamination or pollution through back-siphonage or otherwise. GPWA shall have the right, at any time during business hours and at Coyle's reasonable expense, to inspect Coyle's facilities for reasons of testing and sampling water for the protection of the public

health. Likewise, Coyle shall have the right, from time to time, to canvass GPWA's records or other data of rate collection, to confirm accuracy.

10. Chlorination Equipment: To furnish, install, operate, and maintain, all necessary chlorination equipment, including protective structures as required, to provide disinfection within Coyle's distribution system.
11. **NO WARRANTIES: ALL SALES OF WATER ARE WITHOUT WARRANTY BY GPWA AS TO QUALITY, QUANTITY, VOLUME, OR PRESSURE, EXCEPT AS HEREIN OTHERWISE AGREED.**

IT IS MUTUALLY AGREED BETWEEN GPWA AND COYLE AS FOLLOWS:

12. Exclusive Agreement: Coyle and GPWA agree that this contract serves as an exclusive agreement for Coyle to purchase water from GPWA and that for a period of twenty (20) years and six (6) months from date of first water delivery by GPWA to Coyle, Coyle will not purchase water from any other source, PROVIDED should GPWA not be able to supply adequate water to Coyle, Coyle may obtain water from any other available source.
13. Term of Contract: The term of this contract shall be through the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, subject to renewal from year to year thereafter unless and until either party notifies the other party in writing ninety (90) days prior to June 30 of any year after \_\_\_\_\_, that they desire to amend, supplement, or terminate said contract.
14. Annual Estimated Usage: By April 1 of each year, Coyle shall provide GPWA with a statement as to the estimated water demand for the ensuing fiscal year beginning July 1.
15. Rate Adjustment Provision: For each year that this contract is in effect, GPWA shall conduct or cause to be conducted an annual review of the GPWA's costs. The GPWA shall implement an enterprise accounting system to account for the cost of water supply, treatment and delivery to the delivery point. Based upon the results of the annual review of the GPWA's costs, the usage rate in effect at that time shall be either increased or decreased as is appropriate. Increases in cost of delivery shall include operational, repair and capital costs hereafter incurred. The adjusted usage rate resulting from the aforementioned annual review adjustments shall be effective for a twelve month period following implementation. During any such twelve month period, such adjusted usage rates shall be referred to as the effective normal usage rate.

Coyle shall be deemed to have accepted any such rate adjustments as proper adjustments made pursuant to the terms of 11 O.S. §§ 37-119, 37-119(a) in the event that Coyle fails to object to such rate adjustments in writing no later than thirty (30) days from the date of GPWA's first communication of the rate

adjustment to Coyle, whether in the form of a billing statement or some other writing.

16. Failure to Deliver: Temporary or partial failures to deliver water shall be remedied with all possible dispatch. GPWA will provide a 24-hour notice, when possible, of its intent to discontinue, interrupt, reduce or suspend delivery of water. Coyle will provide GPWA with the name and telephone number of the person or persons to be contacted.
17. Successor to Coyle: That in the event of any occurrence rendering Coyle incapable of performing under this contract, any successor of Coyle, whether the result of legal process, assignment or otherwise, shall succeed to the rights of Coyle hereunder, provided that any voluntary assignments by Coyle are approved by GPWA.
18. Regulatory Agencies: This contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Oklahoma, and GPWA and Coyle will collaborate in obtaining such permits, certificates, or the like, as may be required to comply herewith. Any existing or new governmentally mandated fees charged in connection with this Contract or required because of water distribution systems shall be paid by Coyle.
19. No Amendments: No officer, official agent of GPWA or Coyle has the power to amend, modify or alter this contract or waive any of its conditions or to bind GPWA or Coyle by making any promise or representation not contained in this contract.
20. No Assignment: This contract shall not be assigned or transferred by any party without the express written consent of the other parties.
21. Hold Harmless: Coyle shall hold the GPWA harmless and shall indemnify the GPWA from any claims, lawsuits or judgments filed in conjunction with this Contract. Coyle shall defend the GPWA should any actions be filed against the GPWA arising out of this contract.
22. Easements: It is the understanding of the parties that no additional easements will be required regarding construction of the project involved herein. However should additional easements be required, Coyle shall provide these easements at its cost.
23. Tax Covenants: Coyle acknowledges that GPWA has advised Coyle that the requirements of the Internal Revenue Code of 1986 and regulations adopted thereunder (collectively, the "Code") applicable to obligations issued and to be issued by GPWA to finance water facilities must be complied with in order for interest on such obligations to be and remain exempt from Federal income

taxation. To ensure and maintain compliance with such Code requirements, Coyle makes the following covenants:

- (a) Coyle will not sell any water purchased under this Contract in any manner that would cause such sale to result in any facility of GPWA being deemed to be used for a private business use under the Code;
- (b) Coyle will not resell any water purchased under this Contract, whether directly or as a part of a sale of water from Coyle's water system, to a wholesale purchaser for resale by such purchaser (*i.e.*, Coyle will only sell water purchased under this Contract to its retail customers for ultimate consumption or use);
- (c) Coyle will not enter into any arrangement for water purchased under this Contract and resold to Coyle's retail customers except for arrangements for water sale that is available to the general public at either (i) no charge, or (ii) on the basis of rates that are generally applicable and uniformly applied, it being understood that for this purpose, rates may be treated as generally applicable and uniformly applied even if (x) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (y) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates; and
- (d) Coyle will not enter into any arrangement for water purchased under this Contract and resold to Coyle's retail customers that conveys priority rights or other preferential benefits or that would obligate any retail customer to make payments that are not contingent on the amount of water purchased by such customer such as take or pay or take and pay contracts.

In the event such Code requirements, or interpretations thereof, change after the date hereof, any or all of the foregoing may be modified, by notice in writing from GPWA to Coyle based on the advice of counsel, to reflect such changes.

Coyle shall confirm to GPWA at least annually by December 31 that it has not sold any water purchased under this Contract other than in compliance with the foregoing. Nothing contained in this Section shall affect the ability of Coyle to sell water to any customers under any conditions if and to the extent such sales are made solely from resources other than water purchased under this Contract.

24. Additional Tax Covenants: Coyle represents and confirms that it is an Oklahoma Public Trust duly organized and established under the provisions of Title 60, Oklahoma Statutes 2011, Section 176 *et. seq.* and covenants that it will continue to be such an Oklahoma Public Trust for the term of this Contract. Coyle further represents and confirms that it is exempt and will remain exempt from Federal income taxation for the term of this Contract and, by virtue of such exemption, has not filed or paid and will not file nor pay any Federal income tax returns for the term of this Contract.

25. Remedies and Indemnification for Breach of Tax Covenants: Coyle and GPWA agree that (a) the provisions of Sections 23 and 24 constitute material terms and conditions of this Contract; (b) GPWA has the right to terminate this Contract by giving thirty (30) days' written notice to Coyle in the event GPWA determines, in good faith, that Coyle has breached either Section 23 or 24; and (c) because of the importance to GPWA of preserving the tax-exempt treatment of the interest on its obligations, determinations by GPWA, in good faith, as to Coyle's compliance with the provisions of Sections 23 and 24 shall be conclusive. Notwithstanding the foregoing, Coyle agrees to indemnify and hold harmless GPWA for all costs incurred by GPWA, including reasonable fees of counsel and other professionals, with respect to any action required to be taken by GPWA to prevent, defend or settle any threatened, preliminary or final action or investigation by the Internal Revenue Service questioning or attacking the tax-exempt status under the Code of the interest on obligations issued by GPWA arising from any violation by Coyle of either Section 23 or 24, except to the extent such violation results from any sale or resale approved in writing by GPWA in its sole discretion. Any provisions contained herein which provide for indemnification shall not apply to the United States in the event that it or one of its agencies becomes a successor in interest to the Coyle. This Section shall survive the expiration or earlier termination of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed.

COYLE PUBLIC WORKS AUTHORITY  
BY: CHAIRMAN

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ATTEST:

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Secretary

APPROVED AS TO FORM:

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Coyle Public Works Authority Counsel

GUTHRIE PUBLIC WORKS AUTHORITY  
BY CHAIRMAN

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ATTEST:

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Secretary

Approved as to Form:

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Guthrie Public Works Authority Counsel

MINUTES

CITY COUNCIL MEETING  
Council Workshop  
August 5, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, August 1, 2014, before 5:00 p.m. and held August 5, 2014, in the Guthrie City Hall Third Floor Conference Room.

Mayor Mark Spradlin called the meeting to order at 6:02 p.m.

Members Present:	Mark Spradlin	Trey Ayers	Sharyl Padgett
	John Wood	Gaylord Z. Thomas	

Members Absent: Jeff Taylor

Staff Present:	Sereniah Breland	Kim Biggs	Randel Shadid
	Maxine Pruitt	Jim Ahlgren	Rene Spineto
	Cyndi O	Cody Mosely	

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

**Discussion regarding Mobile Vendors.** City Manager Breland discussed the purpose for creating a permitting process for mobile vendors, which will be separated from the current Itinerant/Solicitors permit process.

Councilmember Jeff Taylor present at 6:04 p.m.

**Discussion regarding Downtown Improvements.** Community Development Director, Rene Spineto, distributed information regarding the Downtown Improvement Project including schematic drawings of the identified areas.

**Discussion regarding FY15 Budget Draft.** City Clerk/Treasurer, Kim Biggs, presented the draft FY 2015 Budget to the City Council and explained the proposed changes. She also provided a proposed FY 2015 Budget At A Glance explaining the challenges, how Logan County Property Tax is calculated and distributed; monthly sales tax net payment, revenue and operating budgets, employees, Stabilization Fund; and a brief explanation of each of the City/Guthrie Public Works Authority Funds.

**Discussion regarding agenda items:**

**Consider approval of addition for Airport Manager under Section 500.17c11.1 of the Personnel Policy Manual for authorization of a take home vehicle.** Under the current provisions for take home vehicles the Airport Director is not listed. The current positions authorized for take home use of a vehicle are: Police Chief, Deputy Police Chief, Fire Chief,

Deputy Fire Chief, Public Works Director, Animal Control Officer, Water Resources, Street Superintendent, and Parks and Public Grounds Superintendent. Currently the employees that utilize a take home vehicle are Fire Chief, Animal Control Officer, Water Resources, Parks and Public Grounds Superintendent, and Street Superintendent. This position is called out from home during non-work hours for airport needs. A vehicle is currently assigned to the Airport Manager but not as a take-home. The vehicle is in good working condition.

**Consider approval for the renewal of the contract with Waste Connections for the Guthrie Public Works Authority solid waste disposal including the modification.** In May of 2004 the Guthrie Public Works Authority entered into a contract with Waste Connections to manage the solid waste disposal for the residents and businesses of the City of Guthrie. In 2009 that contract was renewed for an additional five (5) years. 2014 is the year for either rebidding the contract or renewing the contract. Waste Connections has proven to be a good partner for the GPWA and for that reason, we chose to meet with Waste Connection representatives and see what could be done on behalf of the GPWA and the citizens of the City of Guthrie. Waste Connections was agreeable to letting the contract stand for another five (5) years with a modification that included three (3) items: (1) Waste Connections will sponsor an annual \$1,000 scholarship for one Guthrie High School graduate. The scholarship will be administered by the Guthrie Rotary Club. (2) Waste Connections will provide a residential route audit and work with the city to ensure correct billing by both the City of Guthrie and Waste Connections. (3) Blue poly carts will remain as the color for the residential customers and Waste Connections will begin replacing old carts with new carts over the 5-year contract renewal period.

**Public Comments.** Phil Nichols addressed the City Council regarding the contract with Waste Connections and the options for replacing blue poly carts with green poly carts.

Joe Chappell addressed the City Council regarding the contract with Waste Connections and options for replacing blue poly carts with green poly carts.

**Adjournment.** There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:55 p.m.

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Kim Biggs, City Clerk

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Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

August 5, 2014

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, August 1, 2014, before 5:00 p.m. and held August 5, 2014, in the Guthrie City Hall Council Chambers.

Mayor Mark Spradlin called the meeting to order at 7:07 p.m.

Members Present:	Mark Spradlin	Mary Coffin	Sharyl Padgett
	John Wood	Gaylord Z. Thomas	Trey Ayers
	Jeff Taylor		

Members Absent: None

Staff Present:	Sereniah Breland	Kim Biggs	Randel Shadid
	Jim Ahlgren	Rene Spineto	Cyndi O
	Aaron Ryburn	Kevin Dixon	Cody Mosely

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

**Consent Agenda.** Motion by Vice Mayor Wood, seconded by Councilmember Taylor, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Special City Council Workshop Meeting held on July 15, 2014.
- B. Consider approval of minutes of the Regular City Council Meeting held on July 15, 2014.
- C. Consider approval to authorize Library staff to institute Food for Fines Program for two months.
- D. Consider approval of changes to the Personnel Policy Manual section 1100.6 Discipline Procedure.
- E. Consider approval of addition for Airport Manager under Section 500.17c11.1 of the Personnel Policy Manual for authorization of a take home vehicle.
- F. Consider approval of Change Order No. 1 increasing the Streets Capital Improvement Project by \$3850 due to adding additional asphalt that was previously approved and extending the contract with TJ Campbell Construction Co. for sixty (60) days with will expire on September 18, 2014.
- G. Consider approval to surplus vehicles and office furniture and allow the Purchasing agent to dispose of said property in a way that is most beneficial to the City of Guthrie.
- H. Consider approval of Resolution No. 2014-14 casting a vote for Gaylord "Z" Thomas to fill the Trustee position for the Board of Trustees of the Oklahoma Municipal Retirement Fund (OkMRF) representing Trustee-at-Large for a five year term beginning October 1, 2014 through October 1, 2019

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

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Taylor, Padgett

Nay: None

Mayor Spradlin declared the motion carried unanimously.

**Ordinance No. 3258.** Motion by Councilmember Thomas, seconded by Councilmember Taylor, moved approval of Ordinance No. 3258 amending Chapter Two, Articles Three and Five of the Code of Ordinance, clarifying protocol for Beer Gardens and Special Event Permits.

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

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Taylor, Padgett

Nay: None

Mayor Spradlin declared the motion carried unanimously.

**Emergency Clause.** Motion by Vice Mayor Wood, seconded by Councilmember Taylor moved approval of Section 4 of Ordinance No. 3258 declaring an emergency and the immediate passage of this Ordinance. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Taylor, Padgett

Nay: None

Mayor Spradlin declared the motion carried unanimously.

**City Manager's Report.** City Manager Breland stated that Guthrie was named as one of the Nicest Places in the South by PorterBriggs; announced that the Chamber of Commerce is hosting a Town Hall meeting on August 11 at 6:30 p.m. at the Territorial Capital Sports Museum to discuss the upcoming sales tax election; thanked the Dominion House, Granny Had One, Gages, and First Capital Trolley for their genuine hospitality during the City Managers of Oklahoma Conference; and recognized the streets around town that have been repaved recently as part of the Street Capital Improvement Program.

**Requests/comments from members of the City Council.** Updated the community on events happening in Guthrie.

**Adjourn.** There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 7:12 p.m.

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Kim Biggs, City Clerk

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Mark Spradlin, Mayor



**Agenda Item Cover Letter**

**Meeting**

City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**

August 19, 2014

**Contact**

Cynthia O, Director of  
Library Services

**Agenda Item**

Consider approval to accept a grant in the amount of \$17,961.00 from an anonymous donor to establish a mobile children and teen book collection.

**Summary**

This grant is available from an individual who wishes to remain anonymous. The individual believes very strongly in libraries and the power of reading and wishes to specifically support reading by and access to books for children. These funds will allow staff to establish a mobile collection of fiction and non-fiction books which will be used in a bookmobile that will serve the City of Guthrie and Logan County communities.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>LIB 30-30-06-6541</u>	<b>Amount</b>	<u>\$17,961.00</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

**Supporting documents attached**

- N/A

**Recommendation**

Accept grant funds that will be used to establish a mobile collection of children and teen books.

**Action Needed**       Public Hearing       Motion       Emergency Clause



**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> August 19, 2014	<b>Contact</b> Jessie Bryan, Purchasing Agent
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**Agenda Item**

Consider approval to award Bid No. 2014-08, Municipal Pool Mechanical Replacement project to the lowest bidder, Paddock Enterprises, INC. for the amount of \$49,490.00 and authorize the Mayor to execute a contract.

**Summary**

The City Council met on May 6, 2014 and approved the Purchasing Agent to solicit bids for Swimming Pool Mechanical Replacement. A bid notice was published in the Guthrie News Leader on June 12 and 19 2014, three (3) bid packets were mailed to interested parties, and the bid notice was posted to the City’s website. Five (5) bid proposals were received. The bids were opened on Thursday, July 3, 2014 at 2:00p.m. The bid tabulation for the bidding vendors is as follows:

- \$49,490.00 – Paddock Enterprises, INC, Oklahoma City, OK
- \$51,012.04 – Leslie’s Poolmart, INC, Phoenix, AZ
- \$51,540.00 -- Continental Pools, INC, Gardner KS
- \$55,976.00 – G. Farney & Associates, INC, Wichita, KS
- \$62,500.00 – On Site Construction, INC, Guthrie, OK

The apparent low bidder is Paddock Enterprises. Funding will be provided by Hotel Tax. Currently, FY2014 has \$28,000 budgeted for this project and the remaining \$21,490.00 is budgeted for FY2015. Construction for this project will be done in September and October.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>45-45-00-6509</u>	<b>Amount</b>	<u>\$49,490.00</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

**Supporting documents attached**

- No supporting documentation.

**Recommendation**

Approve to award Bid Number 2014-08, Swimming Pool Mechanical Replacement to Paddock Enterprises, INC for the amount of \$49,490.00 and authorize the Mayor to execute the contract.

**Action Needed**       Public Hearing       Motion       Emergency Clause



**Agenda Item Cover Letter**

<p><b>Meeting</b>  <input checked="" type="checkbox"/> City Council  <input type="checkbox"/> GPWA  <input type="checkbox"/> Other: _____</p>	<p><b>Date of Meeting</b>              August 19, 2014</p>	<p><b>Contact</b>              Guthrie Park Board              Maxine Pruitt              Municipal Services Director</p>
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**Agenda Item**

Consider approval of allowing Water Fowl Hunting at Liberty Lake for the 2014 Season as recommended by the Guthrie Park Board.

**Summary**

The Guthrie Park Board met at a Special Park Board Meeting, Thursday, August 14, 2014, where the Board discussed and voted on allowing Water Fowl Hunting at Liberty Lake for the 2014 Season. Lake Officer Anthony Gibbs gave a report on the recent activities at Liberty Lake and the challenges that water fowl hunting would cause. Officer Gibbs recommended not to allow water fowl hunting. Some of his reasons included how duck hunting does not work cohesively with the total plan approved by Council for the Liberty Lake Park; the large number of campers who now utilize the park; and that safety is a concern now that there will be a lake attendant in the Liberty Lake house. It was also noted that although water fowl hunting generated about \$4,800 annually, the rise in activity at Liberty Lake has already led to a revenue increase of \$20,000 and is projected to reach an estimated \$35,000 by the end of the 2014 Fiscal Year.

There were five (5) duck hunters in attendance and all signed up to speak in favor of water fowl hunting. Those in attendance spoke of how their families had been duck hunting at Liberty Lake for generations. They noted that they were very responsible in their activities.

Officer Gibbs had to leave before all the hunters spoke so he was unable to defend his recommendation. The Park Board voted 5 – 0 in favor of allowing the water fowl hunting this 2014 season.

<b>Funding Expected</b>	_____ Revenue	_____ Expenditure	<u>  X  </u> N/A
<b>Budgeted</b>	___ Yes	_____ No	<u>  X  </u> N/A
<b>Account Number</b>	_____	<b>Amount</b>	_____

**Supporting documents:**

None

**Recommendation**

Staff does not recommend water fowl hunting at Liberty Lake for the 2014 season.

**Action Needed**      \_\_\_\_\_ Public Hearing        X   Motion      \_\_\_\_\_ Emergency Clause



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

August 19, 2014

Contact

Cody Mosley,
Economic Development
Director

Agenda Item

Discussion and possible action on Ordinance No. 3259 setting the requirements for mobile food vendors to sell on public property inside Guthrie city limits.

Summary

This ordinance amends the Guthrie City Code Chapter 5: Business and Occupations, Article 9, Canvassers, Solicitors, Itinerant Merchants and Peddlers. Proposed Amendments include the title, Section 5-125, License Required; Section 5-126, Definitions; Section 5-127, Application Fee; Section 5-130, Display Hours of Solicitation. These changes will allow mobile food vendors to apply for a permit to sell on public property inside Guthrie city limits, and will set application requirements. The application for food trucks will require a location, with a request for time allowed to set up at that location i.e. "Three parking spots in the southwest corner of the parking lot located at Division & Harrison Ave. between the hours of 10 a.m. and 2 p.m."

Funding Expected X Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number Amount
Legal Review N/A X Required Completed Date:

Supporting documents attached

- Amendments to Chapter 5: Business and Occupations, Article 9, Canvassers, Solicitors, Itinerant Merchants and Peddlers

Recommendation

Approve Ordinance No 3259 setting the requirements for mobile food vendors to sell on public property inside City limits.

Action Needed Public Hearing X Motion Emergency Clause

ORDINANCE NO. 3259

AN ORDINANCE AMENDING THE GUTHRIE CITY CODE CHAPTER 5: BUSINESS AND OCCUPATIONS, ARTICLE 9, CANVASSERS, SOLICITORS, ITINERANT MERCHANTS AND PEDDLERS. AMMENDMENTS INCLUDE THE TITLE; SECTION 5-125, LICENSE REQUIRED; SECTION 5-126, DEFINITIONS; SECTION 5-127, APPLICATION FEE; SECTION 5-130, DISPLAY HOURS OF SOLICITATION.

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

**SECTION 1:** The Title of the Guthrie City Code, Chapter 5, Business and Occupations, Article 9 be amended to read as follows: MOBILE FOOD VENDORS, CANVASSERS, SOLICITORS, ITINERANT MERCHANTS AND PEDDLERS.

**SECTION 2:** That the Guthrie City Code, Chapter 5, Business and Occupations, Section 5-125, License Required, will now read: It shall be unlawful for any Mobile Food Vendor, Canvasser, Solicitor, Itinerant Merchant or Peddler as defined in Section 5-126, to engage in such business within the corporate limits of the City without first filing a completed application for license and obtaining a license in strict compliance with the provisions of this article.

**SECTION 3:** That the Guthrie City Code, Chapter 5, Business and Occupations, Section 5-126, be amended to include the following:

**Sec. 5-126. Definitions.**

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

**Critical violations or priority issues** means violations noted in an inspection of a food establishment that is more likely to contribute to food contamination, illness, or environmental health hazard and is denoted on OAC 310:257-15-41.

**Food** means any raw, cooked, or processed edible substance, ice, beverage or ingredient used or intended for use or for sale, in whole or in part, for human consumption.

**Food service establishment.**

(1) The term "food service establishment" means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term "food service establishment" includes the following:

- a. Establishments which are covered by the permit, license or certificate requirement of the state.
- b. Any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food.
- c. Delicatessen-type operations that prepare sandwiches intended for individual portion service.

(2) The term "food service establishment" does not include private homes where food is prepared or served for individual family consumption, the location of food vending machines, and supply vehicles.

**Law** includes all applicable federal, state and local statutes, ordinances, and regulations.

**Mobile Food Service Establishment**

(1) means one of two types of mobile food units:

a. A restricted unit that offers only prepackaged food in individual servings; beverages that are not potentially hazardous and are dispensed from covered urns or other protected

vessels; and prepackaged frozen foods. Preparation, assembly or cooking of foods is not allowed.

b. An unrestricted unit that may serve food as allowed in (a), may cook, prepare and assemble a full menu of food items;

(2) An unrestricted unit must be secured and completely enclosed.

(3) Foods such as hot dogs, coffee, or shaved ice, or food with prior approval from the Logan County Health Department, may be served from vehicles with three sides and a cover.

This definition includes the following categories of mobile food establishments: full-service mobile, pre-packaged mobile, pushcart, and prepackaged pushcart, as set forth in OAC 310:251-17-1 through 310:257-17-6 and other Oklahoma State Department of Health regulations and guidelines issued in accordance with 63 O.S. §1-1101, *et seq.*

**Packaged** means bottled, canned, cartoned, or securely wrapped.

**Person** includes any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, governmental entity, or any other legal entity, or their legal representatives, agents or assigns.

**Person in charge** means the individual present in a food service establishment who is the apparent supervisor of the food service establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present is the person in charge.

**Regulatory authority** means the state and/or local enforcement authority or authorities having jurisdiction over the food service establishment.

**Repeated violation** means violation of the same item on two consecutive inspections.

**Supervisory personnel** means the certificate holder, individuals having supervisory or management duties and any other person working in a food service establishment who may be in charge of its operation.

**Temporary** means a food service establishment that operates at a fixed location for a period of time of not more than 14 consecutive days in conjunction with a single event or celebration.

**SECTION 4:** That the Guthrie City Code, Chapter 9, Businesses, Section 5-127, be amended to read as follows:

**Sec. 5-127. Application.**

Applicants for license under this article shall file a written sworn application signed by the applicant, if an individual, by a majority of partners if a partnership, and by the president or chief executive officer if a corporation, association, club or society with the city clerk, showing:

(1) With respect to the applicant:

a. Name, permanent address and local address, if any, telephone number, and, driver's license;

b. Name of the person having the management or supervision of the applicant's business during the time such business will be carried on in the city; the permanent address or addresses of such person; the local address of such person;

c. Name and address of the person, firm or corporation for whose account the business will be carried on, if any;

d. Capacity in which the applicant will act (that is whether as proprietor, agent or otherwise);

e. If applicant is a corporation, under the laws of what state the same is incorporated;

(2) Subsections (4), (5), and (9) shall not apply to an applicant for an itinerant merchant's license operating a mobile food service establishment as defined by Section 12-20 of this code.

- (3) The operator of a mobile food service establishment as defined by Section 12-20 of this code applying for an itinerant merchant's license shall provide the City Clerk a copy of a current Food Service Establishment License issued by the Payne County Health Department. Said operator shall provide the City Clerk a copy of any renewal of such Food Service Establishment License within thirty (30) days of receipt thereof during the term of any itinerant merchant's license issued under this section.
- (4) The place or places in the city where it is proposed to carry on applicant's business;
- (5) The length of time during which it is proposed that said business shall be conducted;
- (6) If applicant is applying for an itinerant merchant's license, the place, other than the permanent place of business of the applicant where applicant within the six months next preceding the date of said application conducted a temporary business, stating the nature thereof and giving the post office and street address of any building or office in which such business was conducted;
- (7) With respect to the goods, wares or merchandise to be sold or offered for sale, a statement of:
  - a. Their nature or kind;
  - b. Their invoice value and quality;
  - c. Whether they are to be sold at auction, or by direct sale, or by direct sale and by taking orders for future delivery;
  - d. Where they are manufactured or produced;
  - e. Where they are located at the time the application is filed;
- (8) A brief statement of the nature and character of the advertising done or proposed to be done in order to attract customers, (such as handbills, circular newspaper advertising, radio advertising, etc.);
- (9) Whether or not the person having the management or supervision of the applicant's business have been convicted of a crime, misdemeanor or the violation of any city ordinance, the nature of such offense and the punishment assessed therefor;
- (10) A copy of the applicant's state sales tax permit including the sales tax permit number, or if the applicant is a charitable or religious organization, a copy of the applicant's state sales tax exemption;
- (11) If the application requests an itinerant merchant's license, written approval from the director of development services, or designee, approving the place within the city where the temporary business will be located.

**SECTION 5:** That the Guthrie City Code, Chapter 5, Section 5-130, Display: Hours of Solicitation be amended to include the following:

**Sec. 5-130. Display: Hours of Solicitation.**

The license for any food vendor must be available to present when asked.

Passed and approved by the Guthrie City Council, this \_\_\_\_\_ day of August, 2014.

\_\_\_\_\_  
Mark Spradlin, MAYOR

(SEAL)

ATTEST:

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Kim Biggs, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

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Randel Shadid, CITY ATTORNEY

**City of Guthrie**  
**A/P Claims List**  
 from 8/1/2014 to 8/1/2014

Invoice #	Vendor	Description	Account	Cost
5834	AIR TRON MECHANICAL INC (20	MISC UNIT REPAIRS	01-01-00-6112	\$1,689.00
5837	AIR TRON MECHANICAL INC (20	MISC UNIT REPAIRS	01-01-00-6112	\$1,711.00
2034961	GOOCH-SMITH ELECTRIC(1279)	MISC WORK	01-01-00-6112	\$194.00
July2014	GOOCH-SMITH ELECTRIC(1279)	MISC WORK	01-01-00-6112	\$533.00
2034969	O.M.A.G.(21302)	BALANCE OF 2013/2014 POLICY	01-01-00-6326	\$2,090.89
JULY2014	ACOG (530)	BASIC, TRASPORTATION AND WATER QU	01-01-00-6350	\$7,230.00
20141772SHIP	C.O.P.S. PRODUCTS, L.L.C. 226	UNIFORMS FOR SRT TEAM	01-07-70-6114	\$7.50
20141894/20141	C.O.P.S. PRODUCTS, L.L.C. 226	UNIFORMS FOR SRT TEAM	01-07-70-6114	\$1,356.90
2146	HURLEY PLUMBING 267	Misc Repairs	01-15-11-6112	\$1,127.45
2147	HURLEY PLUMBING 267	Misc Repairs	01-15-11-6112	\$70.50
2148	HURLEY PLUMBING 267	Misc Repairs	01-15-11-6112	\$68.00
2149	HURLEY PLUMBING 267	Misc Repairs	01-15-11-6112	\$79.95
2151	HURLEY PLUMBING 267	Misc Repairs	01-15-11-6112	\$55.00
2159	HURLEY PLUMBING 267	Misc Repairs	01-15-11-6112	\$82.50
2160	HURLEY PLUMBING 267	Misc Repairs	01-15-11-6112	\$79.50
		<b>Total GENERAL FUND</b>		<b>\$16,375.19</b>
2034969	O.M.A.G.(21302)	BALANCE OF 2013/2014 POLICY	20-21-00-6326	\$2,090.88
1440	MID AMERICA HYDRO TECH (211	85,000.00 BLANKET FOR CHEMICALS	20-23-00-6104	\$16,652.59
2034874	RUDY BOX & ASSOCIATES, INC.	EMERGENCY REPAIR ON TRICKLING FILT	20-24-00-6317	\$17,500.00
4359	D & B PROCESS CONTROLS (13	CALIBRATION OF INFLUENT AND EFFLUE	20-24-00-6319	\$240.00
		<b>Total GPWA OPERATING FUND</b>		<b>\$36,483.47</b>
July2014	GUTHRIE CHAMBER OF COMME	Guthrie Chamber	45-45-00-6367	\$32,990.47
		<b>Total HOTEL/MOTEL TAX FUND</b>		<b>\$32,990.47</b>
1531959	SUNTRUST EQUIPMENT FINANC	Dump Truck - Streets Department - Quarterly	54-56-12-6708	\$7,116.70
		<b>Total CAPITAL PROJECTS</b>		<b>\$7,116.70</b>
11071360-25	GARVER 22519	AIP Adminstrative Services - #3-40-0036-013	98-98-94-6373	\$13,338.34
		<b>Total AIRPORT FUND</b>		<b>\$13,338.34</b>
		<b>Total All Funds</b>		<b>\$106,304.17</b>

**City of Guthrie**  
**A/P Claims List**  
*from 8/7/2014 to 8/7/2014*

Invoice #	Vendor	Description	Account	Cost
JULY2014	OKLAHOMA UNIFORM BLDG CO	Permit Fee Collections	01-00-00-2013	\$132.00
AUGUST2014	OKLAHOMA NATURAL GAS COM	Natural Gas Billing - General	01-01-00-6307	\$938.06
AUGUST2014	O.M.A.G.(21303)	BUILDING & PROPERTY INSURANCE - Ge	01-01-00-6326	\$3,470.30
AUGUST2014	O.M.A.G.(21302)	WORKERS' COMP - GENERAL	01-01-00-6326	\$15,359.60
AUGUST2014	O.M.A.G.(425)	Liability/Auto - General	01-01-00-6326	\$4,108.97
2034966	RODNEY MATHESON 23083	EYE GLASSES	01-12-00-6110	\$200.00
2034971	GILBERT "Z" PELTS(20528)	REPAIR AND PAINT COMMUNITY GARDEN	01-15-11-6112	\$250.00
AUGUST2014	RURAL WATER DISTRICT #1(206	Water for 6512 S Coltrane, Mitchal Park, RV	01-15-11-6112	\$66.00
<b>Total GENERAL FUND</b>				<b>\$24,524.93</b>
S14155	BRINDLEE MOUNTAIN FIRE APP	REPLACEMENT GRAPHICS FOR ENGINE	09-09-90-6316	\$60.00
AUGUST2014	INTERMEDIX (22025)	Professional Services	09-09-92-6373	\$3,199.52
<b>Total FIRE/EMS FUND</b>				<b>\$3,259.52</b>
AUGUST2014	OKLAHOMA NATURAL GAS COM	Natural Gas Billing - GPWA	20-21-00-6307	\$481.12
AUGUST2014	O.M.A.G.(21303)	BUILDING & PROPERTY INSURANCE - GP	20-21-00-6326	\$3,470.30
AUGUST2014	O.M.A.G.(21302)	WORKERS' COMP - GPWA	20-21-00-6326	\$15,359.59
AUGUST2014	O.M.A.G.(425)	Liability/Auto - GPWA	20-21-00-6326	\$4,108.97
<b>Total GPWA OPERATING FUND</b>				<b>\$23,419.98</b>
AUGUST14	OKLA WATER RESOURCES/ BAN	Series 2008 Drinking Water (ORF-08-009-D	50-50-00-6714	\$56,477.00
AUGUST2014	OKLA WATER RESOURCES/ BAN	Series 2009 Drinking Water (ORF-08-0009-D	50-50-00-6714	\$51,371.13
<b>Total WATER TREATMENT PLANT FUND</b>				<b>\$107,848.13</b>
2923663	AT&T CAPITAL SERVICES, INC.	Lease/Purchase of ShoreTel Phone System	54-54-02-6710	\$898.62
AUGUST2014	BANCFIRST 23025	Utility System and Sales Tax Revenue Note,	54-55-23-6714	\$24,208.00
AUGUST2014	COMMUNITY STATE BANK 2287	Warren Cat Equipment - Front Loader Loan	54-56-12-6718	\$2,687.82
<b>Total CAPITAL PROJECTS</b>				<b>\$27,794.44</b>
AUGUST2014	O.M.A.G.(21303)	BUILDING & PROPERTY INSURANCE - Airp	98-98-00-6329	\$307.07
AUGUST2014	O.M.A.G.(21302)	WORKERS' COMP - AIRPORT	98-98-00-6329	\$547.16
AUGUST2014	O.M.A.G.(425)	Liability/Auto - Airport/GERA	98-98-00-6329	\$52.55
<b>Total AIRPORT FUND</b>				<b>\$906.78</b>
AUGUST2014	OKLAHOMA DEPARTMENT OF C	Spirit Wing Loan	99-99-00-6702	\$1,041.67
<b>Total GUTHRIE INDUSTRIAL DEVELOPMENT</b>				<b>\$1,041.67</b>
<b>Total All Funds</b>				<b>\$188,795.45</b>