



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

SPECIAL CITY COUNCIL MEETING WORKSHOP

Tuesday, September 16, 2014 at 6:00p.m.
City Hall 3rd Floor Conference Room
101 N. 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Public Comments.
3. Discussion regarding street closure for Halloween trick-or-treating.
4. Discussion regarding FY15 Budget.
5. Discussion regarding land use designation on Johnson Drive.
6. Discussion regarding Chamber Agreement.
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 -Jeff Taylor
Ward III - Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, September 16, 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 19, 2014 1
B. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting for September 2, 2014 3
C. Consider approval of a new cellular telephone policy for City employees..... 4
D. Consider approval of authorizing City staff to adopt the Oklahoma Municipal Retirement Fund (OMRF) Ordinance change reflecting the "Windsor Amendment." 6
E. Consider approval of Audit Engagement Letter and Compilation Engagement Letter with Arledge & Associates, P.C. to provide auditing service for FY 2015.10
F. Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting FY 2015.20
4. Discussion and possible action on Resolution No. 2014-17 of the Guthrie Public Works Authority (the "Authority") approving and authorizing a Drinking Water SRF loan from the Oklahoma Water Resources Board in the total aggregate principal amount of \$610,000.00; approving the issuance of a promissory note in the total aggregate principal amount of \$610,000.00 secured by a pledge of revenues and authorizing its execution; approving and authorizing the execution of a loan agreement for Drinking Water SRF loan; designating a local trustee and approving and authorizing the execution of a trust agreement; approving and authorizing the execution of a security agreement; ratifying and confirming a sales tax agreement; ratifying and confirming a lease, as amended, whereby the City of Guthrie, Oklahoma (the "City") leases its water and sanitary sewer systems to the authority; approving various covenants; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto.27

5. Discussion and possible action to award Bid No. 2014-07a, Waterline Extension to the Town of Coyle to the lowest bidder per section; Cherokee Pride Construction, Inc. is low bidder for section A with a bid of \$294,715.00 and Northern Equipment Co. is low bidder of section B with a bid of \$184,929.00, and allow the Mayor to execute a contract.....34
6. Discussion and possible action to approve Resolution No. 2014-21 establishing a replacement cost of a damaged meter transmitter, a flat fee for the additional deposit, and amending the utility deposit fee as recommended by the Citizens Rate and Fee Advisory Committee.....36
7. Discussion and possible action on Resolution No. 2014-20 revising the Utility Billing and Collections Policy as recommended by the Citizens Rate and Fee Advisory Committee..39
8. Discussion and possible action on a vacancy in the position of Ward 2 City Council Member and GPWA Board Trustee for the term ending May 2015.46
9. Public Hearing and consider approval of Resolution No. 2014-16, adopting FY 2015 Budget for the Guthrie Public Works Authority Fund and Miscellaneous Funds.59
10. Adjournment.

CITY COUNCIL MEETING

62nd City Council

Tuesday, September 16, 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 19, 2014.....63
- B. Consider approval of minutes of the Regular City Council Meeting held on August 19, 2014.....65
- C. Consider approval of minutes of the City Council Workshop Meeting for September 2, 2014.....67
- D. Consider approval of minutes of the Regular City Council Meeting for September 2, 2014.....68
- E. Consider approval of minutes of the Special City Council Meeting for September 11, 2014.....69
- F. Consider approval of a new cellular telephone policy for City employees..... 4
- G. Consider approval of authorizing City staff to adopt the Oklahoma Municipal Retirement Fund (OMRF) Ordinance change reflecting the “Windsor Amendment.” 6
- H. Consider approval to award Bid No. 2014-07a, Waterline Extension to the Town of Coyle to the lowest bidder per section; Cherokee Pride Construction, Inc. is low bidder

for section A with a bid of \$294,715.00 and Northern Equipment Co. is low bidder of section B with a bid of \$184,929.00, and allow the Mayor to execute a contract.	34
I. Consider approval of Audit Engagement Letter and Compilation Engagement Letter with Arledge & Associates, P.C. to provide auditing service for FY 2015.	10
J. Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting FY 2015.	20
K. Consider approval of Civil Defense Siren Maintenance Agreement between the City of Guthrie and Goddard Enterprises.	70
L. Consider approval of the EMS Agreement between the City of Guthrie and Logan County Emergency Medical Services District Board of Trustees.	76
M. Consider approval of Agreement between the City of Guthrie and Logan Community Services, Inc. for temporary shelter care for juveniles.	84
N. Consider approval of the FY 2014-2015 renewal of the Sports Field Use Agreement for the Logan County Soccer Club, Inc. for the 2014-2015 season use of the Soccer Field at 300 N. Academy Road, waiving the 5% fee, as recommended by the Guthrie Park Board	87
O. Consider approval to declare one (1) Holmatro hydraulic combination tool, one (1) Holmatro hydraulic cutter, one (1) Holmatro hydraulic pump and one (1) Tempest ventilation fan as surplus and sell to Coyle Volunteer Fire Department for \$3,000.00	99
P. Consider approval to submit an application for the 2014 Justice Assistance Grant – Local Law Enforcement (JAG-LLE)	102
Q. Consider approval of the FY 2014-2015 renewal of the Honor Park Lease Agreement between the City of Guthrie and the American Legion.	109
3. Public hearing and possible action on a request by Sharlene Hagens for a Special Use permit to allow a manufactured home in an area zoned R-1 (Single Family Residential), located at 402 South Drexel.	112
4. Public hearing and possible action on Final Plat for Silent Harvest, Phase II Subdivision.	122
5. Discussion and possible action on Agreement between the City of Guthrie and the Guthrie Chamber of Commerce for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie to be funded by the Hotel/Motel Tax receipts.	131
6. Discussion and possible action to appoint two representatives to the Guthrie Chamber of Commerce Board	137
7. Discussion and possible action on Resolution No. 2014-18 of the City of Guthrie, Oklahoma (the “City”) approving action taken by the Guthrie Public Works Authority (the “Authority”) authorizing issuance, sale and delivery of a promissory note of the authority to the Oklahoma Water Resources Board; ratifying and confirming a sales tax agreement; ratifying and confirming a lease, as amended, by and between the City and the Authority pertaining to the water and sanitary sewer systems; and containing other provisions related thereto.	138
8. Discussion and possible action on Resolution No. 2014-19 establishing an annual fee for mobile food vendors as recommended by the Citizens Rate and Fee Advisory Committee.	143
9. Discussion and possible action on Ordinance No. 3262 amending court costs and fines as recommended by the Citizens Rate and Fee Advisory Committee.	146

10. Discussion and possible action on a vacancy in the position of Ward 2 City Council Member and GPWA Board Trustee for the term ending May 2015.46
11. Public hearing and possible action on Resolution No. 2014-15, adopting FY 2015 Budget for the General Fund and Miscellaneous Funds..... 150
12. Requests/comments from members of the City Council.
13. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:
 - A. 307(B)(1), for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Manager).
14. Consideration of action regarding City Manager.
15. Adjournment.

Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on Friday, September 12, 2014. The City of Guthrie encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The city may waive the 48 hours rule if signing is not the necessary accommodation.

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

August 19, 2014

The regular meeting of the Guthrie Public Works Authority was posted on Friday, August 15, 2014, before 5:00 p.m. and held August 19, 2014, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Mark Spradlin.

Chairman Mark Spradlin called the meeting to order at 7:01 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 Cyndi O Maxine Pruitt
 Aaron Ryburn Kevin Dixon Cody Mosely

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

Community Announcements and Public Recognition. Ms. Evelyn Nephew invited the public to the 4th Annual National Association for the Advancement of Colored People Awards Banquet on Thursday, August 21, 2014.

Mr. Wes Allen spoke against Item G. on the City Council consent agenda regarding Water Fowl Hunting.

Mr. Paul Fincher spoke in favor of Item G. on the City Council consent agenda regarding Water Fowl Hunting.

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

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held on August 5, 2014.
- 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, approve the use of an additional \$99,490 from the Oklahoma City Water Line Fund and authorize the Mayor to execute a contract.
- C. Consider approval of rejecting Bid No. 2014-04, Sludge Removal at the Waste Water Treatment Plant and solicit for new bids.

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

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 7:10 p.m.

Kim Biggs, Secretary

Mark Spradlin, Chairman

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING
September 2, 2014

The regular meeting of the Guthrie Public Works Authority was posted on Friday, August 29, 2014, before 5:00 p.m. and was not held September 2, 2014, due to lack of quorum.

Members Present: Mark Spradlin John Wood

Members Absent: Mary Coffin Sharyl Padgett Gaylord Z. Thomas
 Jeff Taylor Trey Ayers

Staff Present: Sereniah Breland Kim Biggs Randel Shadid

Mayor Spradlin declared no quorum with two (2) Trustees in attendance.

Kim Biggs, Secretary

Mark Spradlin, Chairman



Agenda Item Cover Letter

Meeting

X City Council

X GPWA

Other: _____

Date of Meeting

September 16, 2014

Contact

Jim Ahlgren,
Human Resources Director

Agenda Item

Consider authorizing a new cellular telephone policy for City employees.

Summary

The current cellular telephone policy is outdated. It reflects taxing employees for personal cell phone usage. Also, the allowance paid to employees for City use of personal cell phones has not kept up with plan costs. The new policy addresses the tax, adjusts paid allowances and eliminates City-provided cell phones.

Currently the City has 11 cell phones. Under the new policy, the City will eliminate these phones and provide a cell phone plan allowance to the positions that require a cell phone.

The current monthly cell phone allowance is \$64 per data phone and \$32 for a standard phone. The proposed change is to provide an \$80 allowance for a data phone and \$40 for a standard phone. This proposed change should cover the reasonable cost to an employee for a personal cell phone.

The policy when implemented will be cost neutral to the City. The City will save the monthly cell phone cost, and the administration cost will be eliminated with employees using their personal phones for City business. Administration cost includes reviewing and processing the cell phone billing, cell phone purchases, and warranty and repair expenses.

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

Supporting documents attached

- New Addendum J - City Cell Phone Policy

Recommendation

Approve the new Cell Phone Policy.

Action Needed _____ Public Hearing X Motion _____ Emergency Clause

ADDENDUM J

CELLULAR TELEPHONE POLICY

SCOPE

This policy covers the usage of a cell phone by City employees including business and personal use. The City Manager will determine positions that require cell phones and approve the type of cell phone and allowance, under the following guidelines.

POLICY

Cell Phone Use in the Workplace

Employees are allowed personal phone calls while at work however these should not be excessive, interruptive, distractive or cause an unsafe condition. Your focus and attention is needed in support of our daily operations. Using personal cell phones and taking personal calls during work puts yourself and others at risk.

Cell Phone Use while driving a company vehicle

Cell phones and other hand-held devices are not permitted to be used while driving City vehicles or personal vehicles during paid working hours. Using cell phones and other hand held devices puts you and our community in great danger. Text messaging, e-mailing or other operations of communication devices is not permitted while driving City vehicles or personal vehicles during paid working hours.

CELL PHONE LEVELS

Level A Positions – Phone Data Capable

Cell phone is necessary for promoting public or employee safety. This includes staff members with direct responsibility of managing field operations or who are required by the nature of their jobs to spend a significant amount of time away from the office necessitating the need for email, data and text and City personnel whose job responsibilities dictate the need for cellular communication but two-way radio communication is not available or appropriate.

Level B Position – Standard Cell/flip phone

Cell phone is necessary for promoting public or employee safety or are required by the nature of their positions to communicate with employees or office where two-way radio communication is not available

Employees receiving a cell phone allowance are required to provide the City the device's phone number, text and email contact.



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

September 16, 2014

Contact

Jim Ahlgren,
Human Resource Director

Agenda Item

Consider approval of authorizing City staff to adopt the Oklahoma Municipal Retirement Fund (OMRF) Ordinance change reflecting the "Windsor Amendment".

Summary

The City of Guthrie provides the OMRF retirement plan for City and Public Works full time employees. We have been advised by OMRF that the plan requires an amendment to the defined Benefit Master Plan and subsequently the attached Ordinance.

Funding Expected Revenue Expenditure X N/A

Budgeted Yes No X N/A

Account Number Amount

Legal Review X N/A Required Completed Date:

Supporting documents attached

- Ordinance No. 3261
OMRF letter Re: Windsor Amendment

Recommendation

Approve Ordinance No. 3261.

Action Needed Public Hearing X Motion Emergency Clause

AN ORDINANCE OF THE CITY OF GUTHRIE, OKLAHOMA

ORDINANCE NO. 3261

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN OF THE **CITY OF GUTHRIE**, OKLAHOMA, TO INCORPORATE THE DEFINITION OF SPOUSE; PROVIDING FOR EFFECTIVE DATE, PROVIDING FOR REPEALER AND SEVERABILITY.

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

Section 1. **AMENDATORY.** The Employee Retirement System, Defined Benefit Plan of the City of Guthrie, is hereby amended, which is incorporated herein by reference.

Pursuant to the authority vested in the undersigned, Subsection 2.1(mm) of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan (the "Plan") is hereby amended to read as follows and to renumber the current Subsection (mm) and the subsequent Subsections accordingly:

“(mm) **Spouse:** Effective as of June 26, 2013 and in accordance with Revenue Ruling 2013-17 and IRS Notice 2014-19, for Federal tax purposes which may apply to qualified retirement plans under Code Section 401(a), the terms ‘spouse,’ ‘husband,’ and ‘wife’ include an individual married to a person of the same sex if the individuals are lawfully married under state law, and the term “marriage” includes such marriage between individuals of the same sex, and a marriage of same-sex individuals that was validly entered into in a state whose laws authorize the marriage of two individuals of the same sex even if the married couple is domiciled in a state that does not recognize the validity of same-sex marriages. For all other Plan purposes and which are not required for Federal tax purposes as described in the preceding sentence, the term ‘spouse’ will be defined as a spouse which is legally recognized in the State of Oklahoma.”

Except as otherwise provided in this Windsor Amendment to the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan (“Amendment”), the Plan is hereby ratified and confirmed in all respects. This Amendment shall be effective as of June 26, 2013.

Section 2. **REPEALER.** All ordinances in conflict herewith are hereby repealed.

Section 3. **SEVERABILITY.** If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of this ordinance, notwithstanding such holding.

END

The foregoing ordinance was introduced before the City of Guthrie City Council on the _____ day of _____, 20____, and was duly adopted and approved by the Mayor and City Council of the City of Guthrie on the _____ day of _____, 20____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

ATTEST:

MAYOR

CITY CLERK

Approved as to form and legality on _____, _____.

CITY ATTORNEY



To: OkMRF Defined Benefit Plans

From: Jodi S. Cox, Executive Director & CEO

Date: September 8, 2014

RE: Windsor Amendment

The OkMRF Board of Trustees, during their July 25, 2014, meeting, approved the Windsor Amendment to the Defined Benefit (DB) master plan. This amendment adds a new definition, "Spouse" and is noted as item 2.1 (mm). All subsequent definitions in the Master Plan are to be renumbered accordingly.

The attached plan amendment was prepared in accordance with the Internal Revenue Code (IRC) Revenue Ruling 2013-17 resulting from the United States vs. Windsor Supreme Court decision. The Windsor Amendment has to do with domestic partners, federal law and the definition of spouse. This plan amendment now needs to be approved by OkMRF members, individually, with a DB plan by **December 31, 2014**, to keep your plan in compliance with the IRC.

The IRS Revenue Ruling requires qualified plans (i.e. OkMRF) to recognize same sex spouses for Federal tax purposes and would affect the sections on **Required Minimum Distribution Rules** and **Rollover Rules** in the master plan. All other spousal provisions are not affected by the Windsor decision because these provisions are not required by specific code sections. Therefore, on these plan provisions, the definition of spouse will be controlled by Oklahoma law to the extent it is not preempted by federal law. These provisions are:

- Death benefits
- Survivor annuity distribution options
- Beneficiary designations
- Qualified domestic relations orders ("QDROs")

Bottom-line: Spouse, for Federal tax purposes, will be defined as same sex if the individuals were lawfully married under a state with laws to validate, recognize and authorize same sex marriages. Spouse, for all other provisions, will be defined as a spouse legally recognized in the State of Oklahoma (today as it stands that is opposite sex).

If the decision is overturned and Oklahoma law changes to recognize same sex marriages, your plan will still be in compliance with Federal law, State law and the master plan document.

As stated above, this amendment must be approved by your council/board by December 31, 2014. Please print 2 copies of the Amendment and after your board approves, then, return one signed original to our offices and keep the other original for your files. We appreciate your assistance with this matter. Please give Kari Baser, Chris Whatley or myself a call if you have any questions in regards at 1-888-394-6673 ext. 104, 103 or 102, respectively.



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

September 16, 2014

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Consider approval of Audit Engagement Letter and Compilation Engagement Letter with Arledge & Associates, P.C. to provide auditing service for FY 2015.

Summary

Arledge & Associates has been the City of Guthrie's auditors since the FY 2004 audit. The proposed Audit Engagement Letter is the same as last year and includes performing a single audit. The proposed fee is \$22,200 which is inclusive of out-of-pocket costs and includes the Single Audit Fee. The object of the Compilation Engagement Letter is to assist the City in presenting, in the form prescribed by the Office of State Auditor & Inspector of the State of Oklahoma, the City of Guthrie's financial schedules. This is a report that the auditors have provided in the past. The American Institute of Certified Public Accounts recommended that a Compilation Engagement Letter be presented to confirm the understanding of this requirement. There is no additional fee for the Compilation Report; it is included in the audit fee. In FY 2015 budget, \$22,200 has been appropriated for auditing services.

Funding Expected: Revenue, Expenditure, N/A
Budgeted: Yes, No, N/A
Account Number: 01-01-00-6330, Amount: \$22,200 in FY 2015
Legal Review: N/A, Required, Completed Date: Same as last year

Supporting documents attached

- Audit Engagement Letter
Compilation Engagement Letter

Recommendation

Approve the Audit Engagement Letter and Compilation Engagement Letter.

Action Needed

Public Hearing, Motion, Emergency Clause

FY-2014 Single Audit Engagement Letter

September 9, 2014

To the Governance and Management of the City of Guthrie, Oklahoma

We are pleased to confirm our understanding of the services we are to provide the City of Guthrie, Oklahoma (the "City") for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of Pension Plan Funding Progress
- 4) OPEB Schedule of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Statements and Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule

of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of

the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a

Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andy Cromer, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We expect to begin our audit when documents become available for our review and to issue our reports in a timely manner when our fieldwork is completed. Our fee for these services will be \$23,500 which is inclusive of out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

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

Our fee includes Single Audit services, as described above, for 1 major program which is CFDA number: 20.106. Should the number of major programs identified increase and/or the mix in CFDA numbers change in such a way as to require further work, the audit will be subject to an additional price negotiation, including an Addendum to the Engagement Letter and agreed upon payment terms, before the additional services are performed.

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

Sincerely,



Arledge & Associates, P.C.

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

FY- 2014 COMPILATION ENGAGEMENT LETTER

September 9, 2014

City of Guthrie, Oklahoma
Guthrie, Oklahoma

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services:

We will compile, from information you provide, the schedules of revenues, expenditures, debt, and cash and investments for the year ended September 30, 2014 and issue accountant's reports thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

The objective of a compilation is to assist you in presenting, in the form prescribed by the Office of the State Auditor & Inspector of the State of Oklahoma, information that is the representation of management of the City of Guthrie. We will utilize information that is your representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial schedules in order for the statements to be in conformity with the reporting requirements of the Office of the State Auditor & Inspector of the State of Oklahoma, which differ from accounting principles generally accepted in the United States of America.

You are responsible for:

- a. The preparation and fair presentation of the financial schedules in accordance with the reporting requirements of the Office of the State Auditor & Inspector of the State of Oklahoma.
- b. Designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial schedules.
- c. Preventing and detecting fraud.
- d. Identifying and ensuring that the organization complies with the laws and regulations applicable to its activities.
- e. Making all financial records and related information available to us.

We are responsible for conducting the engagement in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

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

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

If, for any reason, we are unable to complete the compilations of your financial schedules, we will not issue reports on such statements as a result of this engagement.

The City is responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide. The City is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Andy Cromer is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services are included in the FY-2014 Single Audit Engagement Letter, dated September 9, 2014.

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

Respectfully,


Arledge & Associates, P.C.

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

By: _____

Title: _____

Date: _____



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

September 16, 2014

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting FY 2015.

Summary

The proposed Engagement Letter provides services covering Annual Financial Statement preparation, general accounting and advisory assistance. Upon request, Crawford and Associates are prepared to provide a full range of accounting and consulting services at the standard rate set in the Engagement Letter. Crawford & Associates has worked with the City of Guthrie over the past twenty-six years and are very knowledgeable of the financial history of the City of Guthrie. In the FY15 budget, \$52,800 has been appropriated for said services.

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 01-01-00-6330 Amount \$52,800 in FY 2015
Legal Review N/A Required Completed Date: Same as last year

Supporting documents attached

- Engagement Letter

Recommendation

Approve the Engagement Letter with Crawford & Associates.

Action Needed Public Hearing Motion Emergency Clause

September 10, 2014

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

To the Honorable Mayor and Members of the City Council:

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

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

Scope of Services

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

Scope of Available Services

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

Initial Services Requested

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

Services Related to the Compilation of Annual Financial Statements

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

Applicable Financial Reporting Framework

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

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

Crawford & Associates' Responsibilities

We will compile, from information you provide, the annual financial statements of the financial reporting entity of the City of Guthrie as of and for the year ended September 30, 2014. Such financial statements will include the following to the extent they apply to the applicable financial reporting framework defined above:

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

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

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

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

We are not independent with respect to the City of Guthrie.

Management's Responsibilities

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

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

Limitations of a Compilation

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

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

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

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

Management's Acknowledgements

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

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

- d. That management has knowledge about the nature of the procedures to be applied and the applicable financial reporting framework and assumptions to be used in the preparation of the financial statements;
- e. That the compiled financial statements will not be accompanied by an accountant's compilation report and are not to be used by any third parties for any purpose (the financial statement auditor is not considered to be a third party); and
- f. That management is ultimately responsible for the fair presentation of the financial statements and management will make such representations to the external auditors; and
- g. That Crawford & Associates is not independent with respect to the City of Guthrie.

Other Requested and Available Services

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

In conjunction with any services provided related to the preparation of the City's annual budget, such services will be limited to providing management with assistance and guidance in preparing its draft budget document for management's submission and presentation to the governing body, including assistance with the development of draft budget document forms. Management will be responsible for determining all budget amounts and projections, and our services will be limited to assisting management in the preparation and assembly of management's draft budget document. Management will also be responsible for submitting and presenting their proposed budget to the governing body. Our services with regards to budget assistance will not involve a compilation or submission of a budget document in the form of forecasted financial statements pursuant to the attestation standards of the AICPA.

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

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

Access to Working Papers and Reports

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

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford &

Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm Chairman Emeritus \$225
- Firm President \$225
- Shareholders \$155
- Consulting Managers \$140
- Consulting Staff \$100
- Clerical Staff \$35

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

The term of this engagement is a period from October 1, 2014 through September 30, 2015. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

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

Acceptance

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

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Guthrie:

By: _____

Title: _____

Date: _____



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input type="checkbox"/> City Council	September 16, 2014	Kim Biggs,
<input checked="" type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Discussion and possible action on Resolution No. 2014-17 of the Guthrie Public Works Authority (the "Authority") approving and authorizing a Drinking Water SRF loan from the Oklahoma Water Resources Board in the total aggregate principal amount of \$610,000.00; approving the issuance of a promissory note in the total aggregate principal amount of \$610,000.00 secured by a pledge of revenues and authorizing its execution; approving and authorizing the execution of a loan agreement for Drinking Water SRF loan; designating a local trustee and approving and authorizing the execution of a trust agreement; approving and authorizing the execution of a security agreement; ratifying and confirming a sales tax agreement; ratifying and confirming a lease, as amended, whereby the City of Guthrie, Oklahoma (the "City") leases its water and sanitary sewer systems to the authority; approving various covenants; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto.

Summary

The Guthrie Public Works Authority agreed to sell water to the Town of Coyle. The Take or Pay Water Purchase Contract was approved by the Trustees of the GPWA on August 19, 2014 and signed by the Mayor of the Town of Coyle on August 28, 2014. Oklahoma Water Resources Board (OWRB) approved a loan on August 19, 2014 to accomplish this project. The proposed Resolution is authorizing the Authority to incur an indebtedness by the issuance of the Series 2014 Drinking Water SRF Promissory Note to OWRB in the original principal amount of \$610,000.00, said 2014 Note being secured by a pledge of revenue derived from the Authority's water and sanitary sewer systems and a lien on the year-to-year pledge of certain sales tax revenue derived from the levy of a one percent (1.0%) sales tax, with said 2014 Note being secured on a parity with the Existing Indebtedness.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	<u>54-55-27-6587</u>	Amount	<u>\$610,000</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Resolution No. 2014-17

Recommendation

Approve Resolution No. 2014-17.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2014-17

A RESOLUTION OF THE GUTHRIE PUBLIC WORKS AUTHORITY (THE "AUTHORITY") APPROVING AND AUTHORIZING A DRINKING WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$610,000.00; APPROVING THE ISSUANCE OF PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$610,000.00, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR DRINKING WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT; RATIFYING AND CONFIRMING A LEASE, AS AMENDED, WHEREBY THE CITY OF GUTHRIE, OKLAHOMA (THE "CITY") LEASES ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, The Guthrie Public Works Authority, Logan County, Oklahoma (the "Borrower"), was organized under Title 60, Oklahoma Statutes 2011, Sections 176-180.4, as amended, for the purpose of furthering the public functions of The City of Guthrie, Oklahoma (the "City"); and

WHEREAS, the Borrower is authorized and has determined to construct improvements to its water system, along with related costs (the "Project"), and in payment of part of the cost thereof, to seek money in the form of a Drinking Water SRF Loan from the Oklahoma Water Resources Board (the "Board") in the aggregate total amount of \$6,000.00; and

WHEREAS, the Borrower heretofore also issued its (i) Series 2004 Small Community Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated September 1, 2004, issued in the original principal amount of \$607,000.00; (ii) Series 2008 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board dated December 23, 2008, issued in the original principal amount of \$8,000,000.00; (iii) Series 2009 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board dated January 2, 2009, issued in the original principal amount of \$7,320,000.00; (iv) Series 2010 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated December 22, 2010, issued in the original principal amount of \$4,375,000.00; and (v) Utility System and Sales Tax Revenue Note, Series 2013 dated July 24, 2013, issued in the original principal amount of \$2,975,000.00 (collectively, the "Existing Indebtedness") pursuant to the provisions of a Parity Agreement dated as of July 24, 2013, by and among the Borrower, the Board, and BancFirst, as Trustee Bank; and

WHEREAS, the Board has approved a loan application of the Borrower and the Borrower has determined to borrow money from the Board to accomplish the Project and to evidence such

Exhibit A - 1

loans by the issuance of the Borrower's Series 2014 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of \$610,000.00 (the "2014 Note"), said 2014 Note being secured by a pledge of revenue derived from Borrower's water and sanitary sewer systems and a lien on the year-to-year pledge of certain sales tax revenue derived from the levy of a one percent (1.0%) sales tax (the "Sales Tax Revenue"), with said 2014 Note being secured on a parity with the Existing Indebtedness; and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the 2014 Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY, LOGAN COUNTY, OKLAHOMA:

Section 1. Issuance of Notes. The Borrower is hereby authorized to accept said loan and issue its 2014 Note payable to the Board and secured by a pledge of revenue derived from the operation of the System and a year-to-year pledge of the Sales Tax Revenue. The officers of the Borrower are hereby authorized and directed to execute said 2014 Note and to do any and all lawful things to effect said loan and secure said loan from the Board; provided that the principal amount of the 2014 Note shall be \$610,000.00, and the rate of interest on the 2014 Note shall be a fixed rate of interest of _____ percent (___%) per annum inclusive of administrative fees of one half of one percent (1/2%).

Section 2. Execution of Loan Agreements. The Loan Agreement for Drinking Water SRF Loan by and between the Borrower and the Board (the "Loan Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Loan Agreement.

Section 3. Designation of Local Trustee and Execution of Trust Agreement. The Borrower hereby designates BancFirst, to serve as local trustee (the "Local Trustee") of certain funds in relation to the 2014 Note. The Trust Agreement by and between the Borrower and the Local Trustee, pertaining to the 2014 Note (the "Trust Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Trust Agreement.

Section 4. Execution of Security Agreement. The Security Agreement by the Borrower in favor of the Board (the "Security Agreement"), whereby the Borrower gives a lien on the revenues of the System to the Board to secure payment of the 2014 Note is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and do all other lawful things to carry out the terms and conditions of said Security Agreement.

Section 5. Sales Tax Agreement. The Sales Tax Agreement dated as of July 1, 2013, by and between The City of Guthrie, Oklahoma (the "City") and the Borrower (the "Sales Tax

Agreement”), which Sales Tax Agreement pertains to the year-to-year pledge of certain sales tax revenues as security for the 2014 Note, is hereby ratified and confirmed.

Section 6. Lease Agreement. The Lease dated April 19, 1966, but to be effective July 1, 1966, as amended by an Amendment to Lease dated August 4, 1987, as amended by a Second Amendment to Lease dated March 15, 1994, as amended by a Third Amendment to Lease dated October 19, 1999, all by and between the City and the Borrower (collectively, the “Lease Agreement”), whereby the City leased its water and sanitary sewer systems to the Borrower and whereby the Borrower agrees to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2014 Note is paid.

Section 7. Covenants of Borrower. Until payment in full of the 2014 Note and performance of all obligations owing to the Board under the Loan Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent to abide by and carry out the covenants contained in the Security Agreement and the Loan Agreement, which covenants are incorporated herein in their entirety.

Section 8. Fees and Expenses. Upon closing of the referenced loan, the officers of the Borrower are hereby authorized to disburse (from loan proceeds or other available funds of the Borrower) those fees and expenses set forth on Exhibit “A” hereto, together with such other fees and expenses as will be set forth on the Borrower’s Closing Order to be executed in connection with the closing of the financing referenced herein.

Section 9. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

[Remainder of Page Left Blank Intentionally]

ADOPTED AND APPROVED THIS 16th DAY OF SEPTEMBER, 2014.

THE GUTHRIE PUBLIC WORKS AUTHORITY

Mark Spradlin, Chairman

ATTEST:

Kim Biggs, Secretary

(SEAL)

Exhibit A - 4

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of The Guthrie Public Works Authority.

I further certify that the Trustees of the Authority held a Regular Meeting at 7:00 o'clock p.m., on September 16, 2014, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Authority at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 16th DAY OF SEPTEMBER, 2014.

THE GUTHRIE PUBLIC WORKS AUTHORITY, OKLAHOMA

(SEAL)

Kim Biggs, Secretary

Exhibit A - 5

EXHIBIT "A"

Fees and Expenses Paid at Closing of the 2014 Note

The Public Finance Law Group PLLC	
Legal Fee and Out-of-Pocket Expenses	\$5,000.00
Municipal Finance Services, Inc.	
Financial Advisory Fee and Out-of-Pocket Expenses	\$5,000.00
Randel C. Shadid, Esq.	
Legal Fee	\$2,000.00
BancFirst	
Trustee Bank Acceptance Fee	\$500.00



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	September 16, 2014	Jessie Bryan,
<input checked="" type="checkbox"/> GPWA		Purchasing Agent
<input type="checkbox"/> Other: _____		

Agenda Item

Discussion and possible action to award Bid No. 2014-07a, Waterline Extension to the Town of Coyle to the lowest bidder per section; Cherokee Pride Construction, Inc. is low bidder for section A with a bid of \$294,715.00 and Northern Equipment Co. is low bidder of section B with a bid of \$184,929.00, and allow the Mayor to execute a contract.

Summary

On July 1, 2014 the City Council approved to reject all bids for Bid No. 2014-07 which came in over the budgeted amount. A new public notice was published in the Guthrie News Leader on July 5 and 12, 2014. Bids were opened on Monday, July 28, 2014 at 2:00pm. Seven (7) bid proposals were received. It is the recommendation of Myers Engineering, Consulting Engineers Inc. to award Section A to Cherokee Pride Construction, Inc. and section B to Northern Equipment Co., Inc. The Take or Pay Water Purchase Contract was approved by the Trustees of the GPWA on August 19, 2014 and signed by the Mayor of the Town of Coyle on August 28, 2014, and has been executed.

100% of the funds will be provided by the Oklahoma Water Resources Board (OWRB).

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>54-55-27-6587</u>	Amount	<u>\$479,644.00</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Recommendation Letter from Myers Engineering including the bid tabulation.

Recommendation

Award Bid No. 2014-07a, Waterline Extension to the Town of Coyle, to the lowest bidder per section. Cherokee Pride Construction, Inc. is low bidder for section A with a bid of \$294,715.00 and Northern Equipment Co. is low bidder of section B with a bid of \$184,929.00, and allow the Mayor to execute a contract.

Action Needed	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Emergency Clause
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July 29, 2014

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

RE: Summary of Bids 6" Waterline Extension to the Town of Coyle
DWSRF Project No. P40-1020903-03
MECE No. 211135.68

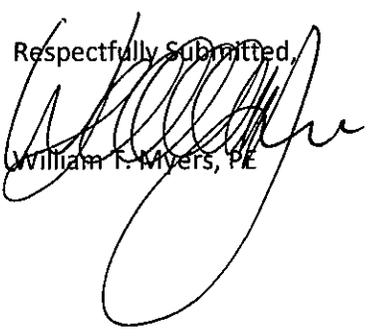
Dear Mayor and Council Members:

Bid for the above referenced projects were received, opened, and read aloud on Monday July 28, 2014 at 2:00 P.M. in the Council's Chamber. (The detailed bid tabulation sheet is attached to this letter). Seven bids were received for the project and are as follows:

Contractor	Section A	Section B
Abilez Construction Company	\$389,108.00	NO BID
Ryburn Construction Solutions, Inc.	NO BID	\$206,064.00
Davenport Construction	\$352,210.00	NO BID
SMC Utility Construction	\$356,966.00	NO BID
Cherokee Pride Construction, Inc.	\$294,715.00	\$271,500.00
FT Construction, Inc.	\$318,098.92	NO BID
Northern Equipment Co., Inc.	NO BID	\$184,929.00

From a review of the bids received, it appears Cherokee Pride Construction, Inc. of Sapulpa, Oklahoma is the low bidder for Section A, and Northern Equipment Co., Inc. of Grove, Oklahoma is the low bidder for Section B. The bid of Cherokee Pride Construction, Inc. appears to be in good order. Cherokee Pride Construction, Inc. has experience in this type of work. We recommend the contract for Section A be awarded to Cherokee Pride Construction, Inc. in the amount of \$294,715.00. The bid of Northern Equipment Co., Inc. appears to be in good order. Northern Equipment Co., Inc. has experience in this type of work. We recommend the contract for Section B be awarded to Northern Equipment Co., Inc. in the amount of \$184,929.00.

Respectfully Submitted,


William T. Myers, PE



Agenda Item Cover Letter

Meeting <input type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 16, 2014	Contact Kim Biggs City Clerk/Treasurer
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Agenda Item

Discussion and possible action to approve Resolution No. 2014-21 establishing a replacement cost of a damaged meter transmitter, a flat fee for the additional deposit, and amending the utility deposit fee as recommended by the Citizens Rate and Fee Advisory Committee.

Summary

On August 28, 2014 the Citizens Rate and Fee Advisory Committee met, with five members present, to discuss establishing and amending the City's fee schedule to include:

1. Establishing a \$150 replacement cost of a damaged meter transmitter unit connected to the meter lid as part of the new water meters installed.
2. Establishing a \$25 additional deposit required to be paid on accounts disconnected for nonpayment.
3. Increasing the utility deposit to \$125.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>Various Accounts</u>	Amount	<u>TBD</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Resolution No. 2014-21

Recommendation

Approve Resolution No. 2014-21 establishing a replacement cost of a damaged meter transmitter, a flat fee for the additional deposit, and amending the utility deposit fee as recommended by the Citizens Rate and Fee Advisory Committee.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2014-21

A RESOLUTION OF THE OF THE GUTHRIE PUBLIC WORKS AUTHORITY ESTABLISHING A REPLACEMENT COST OF DAMAGED METER TRANSMITTER, AND AMENDING THE UTILITY DEPOSIT.

WHEREAS, the Guthrie City Council has heretofore adopted Ordinance No. 3129, also known as the Master Fee Ordinance, which is a comprehensive compilation of all rates, charges and fees to be charged for services provided by either or both the City of Guthrie and the Guthrie Public Works Authority;

WHEREAS, said Ordinance provides that fees and charges, new or established are subject to modification whether an increase or decrease, by Resolution; and

WHEREAS, the Trustees of the Guthrie Public Works Authority has determined that in order to provide uniform rates, charges, fees and policies for services in connection with a damaged meter transmitter and utility deposit that the same should be revised and amended.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Guthrie Public Works Authority Trustees, that:

1. The rates, charges, fees and policies for services provided in connection with damaged meter transmitter and utility deposit as contained in attached "Exhibit A" are hereby adopted and incorporated herein by reference.
2. Said rates, charges, fees and policies shall become effective October 1, 2014.

END

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Chairman and Guthrie Public Works Authority Trustees on this 16th day of September, 2014 after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et seq.).

Mark Spradlin, Chairman

ATTEST: (Seal)

APPROVED AS TO FORM:

Randel Shadid, City Attorney

Kim Biggs, City Clerk

“EXHIBIT A”

<u>Replacement of Damaged Transmitter/Meter Lid</u>	\$150.00
Sensus RadioRead Meter Transceiver Unit	

Utility Deposit Rate

Utility Deposit (Residential & Commercial)	\$ 125.00 per location
Garbage Only (Residential & Commercial)	\$ 50.00 per location
Multi-meter users	\$ 300.00
Flush/Fire Plug Meter	\$1,500.00
Additional Deposit	\$ 25.00

(If water meter is disconnected for non-payment,
an additional deposit of \$25.00 will be required before reconnection.)



Agenda Item Cover Letter

Meeting: City Council, Date of Meeting: September 16, 2014, Contact: Kim Biggs, City Clerk/Treasurer

Agenda Item

Discussion and possible action on Resolution No. 2014-20 revising the Utility Billing and Collections Policy as recommended by the Citizens Rate and Fee Advisory Committee.

Summary

On August 28, 2014 the Citizens Rate and Fee Advisory Committee met, with five members present, to discuss revising the utility billing policy in regard to establishing a flat fee for the additional deposit when an account has been disconnected for nonpayment, setting a cap on the amount of utility deposits held on a residential account, and removing the option of using a letter of credit in lieu of paying a utility deposit.

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number: None, Amount, Legal Review: N/A, Required, Completed Date:

Supporting documents attached

- Resolution No. 2014-20

Recommendation

Approve Resolution No. 2014-20 revising the Utility Billing and Collections Policy as recommended by the Citizens Rate and Fee Advisory Committee.

Action Needed: Public Hearing, Motion, Emergency Clause

RESOLUTION NO. 2014-20

**A RESOLUTION OF THE TRUSTEES OF THE GUTHRIE
PUBLIC WORKS AUTHORITY REVISING THE UTILITY
BILLING AND COLLECTION POLICY.**

WHEREAS, the Guthrie Public Works Authority has heretofore adopted the Utility Billing and Collections Policy on June 15, 1993 and which has been revised on February 18, 2003; on June 3, 2003; on March 17, 2009; and May 18, 2010.

WHEREAS, the Guthrie Public Works Authority desires to revise the Utility Billing and Collections Policy to have current policies and procedures covering the utility billing and collection functions; and

WHEREAS, the Guthrie Public Works Authority desires to authorize the implementation of such policies and procedures in connection with the utility billing and collections.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Trustees of the Guthrie Public Works Authority, that:

1. The Utility Billing and Collections Policy dated September 16, 2014 shown as "Exhibit A" is hereby revised and adopted for use and implementation.
2. Said policy shall become effective immediately.

END

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Chairman and Trustees of the Guthrie Public Works Authority on the 16th day of September, 2014 after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et seq.).

Mark Spradlin, Chairman

ATTEST: (Seal)

APPROVED AS TO FORM:

Kim Biggs, City Clerk

Randel Shadid, City Attorney

“EXHIBIT A”

UTILITY BILLING AND COLLECTIONS

Policy Purpose:

The following policies are to be followed by City of Guthrie personnel in the establishment of utility service, monthly billing, and collection of the service provided. The policies are designed to inform the customers of their commitments relating to the service and provide personnel with direction in performance of their duties to provide the utility service.

Application for Service:

The Trustees of the Guthrie Public Works Authority, a public trust created and existing under the laws of the State of Oklahoma provide certain utility services to the citizens of Guthrie and certain areas outside the corporate city limits.

All individuals requesting services provided by the Guthrie Public Works Authority shall first make an “Application for Service”.

The application for service will provide the potential customers with deposit information, the Authority’s expectations relating to timely collections and conditions of the premises prior to establishment of service along with other vital requirements and regulations pertaining to the potential customer.

Contract for Service:

Each individual requesting service shall be required to complete a “Contract for Service”. The Contract for Service shall be maintained by the utility billing office in alphabetical order on all active customers.

Delinquent Accounts:

Service shall not be initiated by any potential customer who has an outstanding balance due to the Authority from a previous service until all delinquent account(s) are paid in full or resolved to the satisfaction of the Authority and the appropriate utility deposit is placed with the Authority to establish new service.

Identification Requirements:

Each individual requesting utility service shall be eighteen (18) years of age and will be required to provide the utility billing department with some form of photo identification as to their identity. Should the age of the applicant be questionable, the utility billing department shall require proper documentation of age. If photo

identification is unavailable, a copy of the rental agreement or abstract stating address will be sufficient.

Service Initiation:

The water service shall not be initiated by the water department unless the customer or his/her representative is present and the fee paid as determined by resolution by Authority action. The water department can connect the service if customer is not present, however, it will be the customers responsibility to initiate the service.

Utility Deposit Required:

Customers desiring utility service by the Guthrie Public Works Authority shall be required to establish a deposit with the treasurer in the amount determined by resolution by Authority action.

If the utility service is disconnected for non-payment, an additional deposit of \$25.00 equal to an average of the prior six (6) months billing will be required before utility service will be re-established. Once an account reaches \$300 in deposits, the customer will not be required to pay the \$25.00 additional deposit.

Any amount above \$300 in a residential utility deposit shall be applied to the account or refunded to the account holder.

Residential accounts with \$301 or more in utility deposits will be refunded or applied to the account.

~~The Guthrie Public Works Authority will accept a letter of prior payment history from a similar type utility company in lieu of a cash deposit for residential customers. The letter of prior payment history must be presented at the time of application for service. The customer must have had twelve (12) months continuous utility service within the last eighteen (18) months and have had no more than two (2) late payments, no collection charges, no cut-offs and no returned checks within the service year. If the letter of prior payment history is received within two weeks of application for new service, the cash deposit will be applied to their account. The letter of prior payment history must show the same name as the person requesting service from the Guthrie Public Works Authority.~~

~~Accounts which have a letter of prior payment history rather than a cash deposit will be required to post cash deposit if the account is disconnected for nonpayment.~~

Billing Cycle:

There will be one (1) billing cycle per month for the Authority's utility customers. Normal reading dates for water customers will commence approximately on the

(Revised – ~~May-September 16, 2014~~, 2010)

third (3rd) calendar day through the twentieth (20th) calendar day of each month. Bills will be edited in the utility office for accuracy and mailed the last working day of each month.

Due Dates:

Customers' utility bills will be due on the fifteenth (15th) of the month following billing. This will provide fifteen (15) days for utility customers to pay without penalties.

Delinquent Dates:

Any utility customer account that has an outstanding balance on his/her account past the due date of the fifteenth (15th) of each month shall be considered delinquent and late charges will be assessed as determined by resolution by Authority action.

Second Notices:

Second Notices will be generated to each utility customer who is past due for one (1) month. The Second Notice will state the delinquent amount due and cut-off date in which an account can be paid before the cut-off date to avoid disconnection or interruption of service. Second Notices shall be mailed the next working day following the customer due date unless the fifteenth (15th) is on a Saturday, Sunday or on a holiday, then the utility customer will have the next working day to pay before the Second Notices are mailed. The services shall be considered delinquent past the due date of the fifteenth (15th) of each month.

Payment Extensions:

It is the responsibility of the utility customer to keep his/her account in good standings with the Authority by avoiding interruption of water service due to a delinquent account. Utility staff is authorized to enter into an extension arrangement by appearing in person to sign a written agreement unless special arrangements have been made by the utility staff to waive your personal appearance. Any arrangement not kept by the utility customer could result in denial of any future agreements past the established due date. Each request will be reviewed to determine if it is in the best interest of the Authority for repeated extensions. Extension arrangements are limited to four (4) agreements per utility customer per calendar year.

Cut-Off Procedures:

(Revised – ~~May-September 16, 2014, 2010~~)

Delinquent accounts shall be processed for interruption or disconnection of service on the date for disconnection that has appeared on the utility customer's Second Notice. If payment is not received in the utility office before the disconnection date stated on the Second Notice, service will be disconnected by our meter representative without further notice. Service will not be resumed until the delinquent balance due, including the disconnection fee, and an additional deposit has been paid to the Authority in full. The Authority reserves the right to restore service within twenty-four (24) hours of payment being received in the utility office. Any payments received after 5:00 p.m. on the cut-off date stated on the Second Notice must be in full to avoid disconnection or interruption of service. Any payments received in the Night Deposit will not be processed until the morning of the next working day.

Insufficient Checks:

The Guthrie Public Works Authority, by resolution, shall establish a charge to be levied for all checks which are tendered as payment for utility services and which are returned dishonored by the bank they are written on for any reason.

Establishment of Utility Rates:

The Guthrie Public Works Authority shall establish, by resolution, utility rates which will accomplish the following:

1. Maintain the proportionate distribution of operation and maintenance costs among users; and
2. Generate sufficient revenue to pay the total operation and maintenance cost necessary to the proper operation and maintenance (including replacements) of the treatment works; and
3. Apply excess revenue collected from users to the costs of operation and maintenance and/or as the Authority may direct. Sewer use rates shall be adjusted accordingly.

To assure that the Guthrie Public Works Authority accounts for annual inflation, it is resolved that the Authority will vote on adjusting rates every year.

Deposit of Utility Receipts:

The receipts collected through the utility billing office shall be deposited daily by the treasurer's office. The depositor shall be accompanied to the bank by an officer of the Guthrie Police Department.

Adjustments

(Revised – ~~May-September 16, 2014~~, 2010)

1. If a water leak occurs on the customer's water service line, the only portion of the billing that will be adjusted is the sanitary sewer charge for that billing period. Adjustments will be calculated on the previous six (6) months average billed to the customer for said sanitary sewer service, as authorized by the City Treasurer.
2. Should it become necessary to back-bill a customer for utility services which have not been previously billed, a maximum of twelve (12) months period shall be generated to the customer for the back billing.
3. Should an error occur in billing due to readings, the customer's account will be adjusted for the months that are in error dating back no further than twelve (12) months after a correct reading is attained by a City of Guthrie personnel.
4. Should an error occur in the billing more than the twelve (12) month period, the customer's account may be adjusted with written approval from the City Manager.
5. Should a dispute occur in the billing
6. Criteria for Major Water Leak Adjustment:
 - a. Determination of minor/major leak by the City's Plumbing Inspector.
 - b. Evidence from a registered/certified local plumber stating the location and repair of leak (this will also notify the Utility Office if sanitary sewer charge needs to be adjusted if the account is not on average).
 - c. Copy of the City's Plumbing Permit and action taken by the Plumbing Inspector.
 - d. The Guthrie Public Works Authority shall establish, by resolution, an adjustment rate for a major water leak.



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	September 16, 2014	Sereniah Breland,
<input checked="" type="checkbox"/> GPWA		City Manager
<input type="checkbox"/> Other: _____		

Agenda Item

Discussion and possible action on a vacancy in the position of Ward 2 City Council Member and GPWA Board Trustee for the term ending May 2015.

Summary

On Tuesday, September 2, 2014, Councilmember Mary Coffin announced her resignation from City Council, leaving a vacancy for Ward 2. The vacancy was posted on the City website on Wednesday, September 3rd, 2014.

Charter reads:

If a vacancy occurs in the office of Mayor, the Vice-Mayor shall become Mayor for the duration of the unexpired term. If a vacancy occurs in the office of Vice-Mayor, the City Council, by an affirmative vote of at least four (4) members, shall select another Vice-Mayor from among its members for the duration of the unexpired term. If a vacancy occurs in the office of Councilman, the City Council shall select, by an affirmative vote of at least four (4) members, an eligible person to fill the vacancy at the next regular meeting of the City Council following the creation of the vacancy or as soon thereafter as is practical.

Supporting documents attached

- Bothroyd, B Application for Ward 2
- Breedlove, S Application for Ward 2
- Cosgrove, R Application for Ward 2
- Devereaux, D Application for Ward 2
- Girard, L Application for Ward 2
- Reandeu, C Application for Ward 2

Recommendation

N/A

Action Needed Public Hearing Motion Emergency Clause

Application for City Council

Name:: Brian Bothroyd

Address:: South Division Street
Guthrie Oklahoma
73044

Number of years at this address?: 18 plus

Are you a registered voter?: Yes

Home Phone:: 405-260-

Cell Phone:: 405-210-

Email Address:: [@aol.com](#)

Occupation:: voice/data/domestic and international wholesale telecommunications

Employer:: Westel,Inc.-Vice Preisdent/Officer ComSource,Inc. - President/owner

What interests you in serving on the City Council?: To assist with the direction and focus of our community.

Be able to offer sound thoughts and suggestions as well as listening to others. Then come up with a plan to implement the best of all.

To be able to represent the constituents so that every voice that wants to be heard is heard.

I am in a unique position to be able to give my time significantly.

Please identify the issues you feel are important to Guthrie and/or your key areas of interest::

Growth
infrastructure
beautification
tourism
increase revenue
schools
increase land values

Have you participated in the City of Guthrie Citizens Government Academy?: No

If so, when?:

Have you served on any City of Guthrie Board or Commission?: Yes

If so, when?: Currently on the board of adjustment

Please list your educational background:: Entrepreneur
Graduate

Please provide three personal references:: Ed French - 405-627-
James Long - 405-627-
Ed Wood - 405-255-

Have you been a resident of Guthrie for at least two years?: Yes

Have you verified that you live within the boundaries of Ward 2?: Yes

Are you at least 21 years of age?: Yes

Do you have a criminal history?: No

If so, please explain::

Are there any other things that you would like us to know?: I am currently Vice President and officer of a 32-year-old telecommunications company with tenure of 24 years. During this tenure I was fortunate to be able to start an International wholesale telecom company called ComSource, Inc., which I am President/Owner of. Prior to this I was involved in the start up and sale of two unrelated companies. I am Results-oriented with a record for success in executive management. I have an established track record of consistently increasing revenues and favorably impacting profitability. I have extensive experience in team management, revenue growth, fiber infrastructure, contract negotiations, budgets, vendor relations, executive dispute resolutions, troubleshooting, problem solving and cost reduction. I bring a wealth of experience and determination to the City of Guthrie. The goal is to Grow, Improve and Beautify the City of Guthrie. We are long time residents of Guthrie and this town is our home.

Application for City Council

Name:: Suzanne K Breedlove

Address:: S Sooner
Guthrie, OK 73044

Number of years at this address?: 24

Are you a registered voter?: Yes

Home Phone:: 405-264-

Cell Phone:: 405-264-

Email Address:: [@yahoo.com](#)

Occupation:: Director of Victims Services

Employer:: Oklahoma District Attorneys Council

What interests you in serving on the City Council?: To assist our city in growing and prospering, while answering the concerns of the citizenry.

Please identify the issues you feel are important to Guthrie and/or your key areas of interest:: I feel it is of great importance to listen to the concerns of the citizens and as best we can, address those concerns in a meaningful way, when able. I'm interested in improvements to city parks & recreation, support to police & fire, tourism, taxation accountability, and overall city beautification.

Have you participated in the City of Guthrie Citizens Government Academy?: No

If so, when?:

Have you served on any City of Guthrie Board or Commission?: No

If so, when?:

Please list your educational background:: I have a degree in Business from the Western International University. My 31 years of working in state government gives me a unique perspective on overall budgeting, funding through grant programs, as well as all aspects of the criminal justice system.

Please provide three personal references:: Jenny Fowler, Friend 405-823-
Bill Williams, Pastor 405-388-
Deb Stanaland, Friend 405-323-

Have you been a resident of Guthrie for at least two years?: Yes

Have you verified that you live within the boundaries of Ward 2?: Yes

Are you at least 21 years of age?: Yes

Do you have a criminal history?: No

If so, please explain::

Are there any other things that you would like us to know?: Guthrie has been my home since 1976; however, I work in Oklahoma City. I worked at the Chamber of Commerce prior to my employment at the District Attorneys Council.

Application for City Council

Name:: Ruthann Cosgrove

Address:: Lake Shore Dr
Guthrie OK 73044-7715

Number of years at this address?: 26

Are you a registered voter?: Yes

Home Phone:: 405-282-

Cell Phone:: 405-202-

Email Address:: [@yahoo.com](#)

Occupation:: Retired

Employer::

What interests you in serving on the City Council?: Being more involved with community,try to make a difference.

Please identify the issues you feel are important to Guthrie and/or your key areas of interest:: Industry, improvements to city as a whole.

Have you participated in the City of Guthrie Citizens Government Academy?: No

If so, when?:

Have you served on any City of Guthrie Board or Commission?: No

If so, when?:

Please list your educational background:: High school, Vo- tech

Please provide three personal references:: Kathy Willingham 405-590-
Vern Ogden 405-282-
Karen Nydick 405-822-

Have you been a resident of Guthrie for at least two years?: Yes

Have you verified that you live within the boundaries of Ward 2?: Yes

Are you at least 21 years of age?: Yes

Do you have a criminal history?: No

If so, please explain::

Are there any other things that you would like us to know?: I listen , work well with others and most important, I love Guthrie

Application for City Council

Name:: Damon R. Devereaux

Address:: Meadow Lake Dr.
Guthrie, OK 73044

Number of years at this address?: 6

Are you a registered voter?: Yes

Home Phone:: 405-293-

Cell Phone:: 405-371-

Email Address:: [@yahoo.com](#)

Occupation:: Security Supervisor

Employer:: Kirkpatrick Bank

What interests you in serving on the City Council?: I have lived in Guthrie for over 40 years. I will always have a passion for Guthrie. Guthrie is my home and its future is very important to me. I served the City of Guthrie for 23 years as an employee. I am still interested in serving this community.

Please identify the issues you feel are important to Guthrie and/or your key areas of interest::
First and foremost, updating our infrastructure to meet the needs of future generations.
Improving the quality of life our residents deserve.
Work with current Council and City Staff as a team to explore funding options related to salaries and CIP.

Have you participated in the City of Guthrie Citizens Government Academy?: Yes

If so, when?: I have given presentations to each Academy for the last ten years as the Police Chief.

Have you served on any City of Guthrie Board or Commission?: No

If so, when?:

Please list your educational background:: I am a 1988 graduate of Guthrie High School. I have over 1,000 hours of Law Enforcement and Administrative Training.

Please provide three personal references:: Dr. Mike Simpson, Guthrie Public School Superintendent - 580.304.

Rob Hudson, Logan County District Judge - 405.747.

Steve Almon, Assistant Director of Homeland Security - 405.708.

Have you been a resident of Guthrie for at least two years?: Yes

Have you verified that you live within the boundaries of Ward 2?: Yes

Are you at least 21 years of age?: Yes

Do you have a criminal history?: No

If so, please explain::

Are there any other things that you would like us to know?:

Application for City Council

Name:: Leslie Girard

Address:: Mission Hills Dr.

Number of years at this address?: 1.5

Are you a registered voter?: Yes

Home Phone::

Cell Phone:: 405-760-

Email Address:: [@ymail.com](#)

Occupation:: Operations Performance Analyst

Employer:: Oklahoma Blood Institute

What interests you in serving on the City Council?: My interest in serving on the City Council consist of multiple reasons. I feel that I could be a great asset to the Council because I am part of a younger generation allowing me to bring new and fresh ideas with the best interest of Guthrie in mind. Raising my two children here I am very future and business minded. I would like to know that they have great opportunities as to being a contributing part of the community of Guthrie.

Please identify the issues you feel are important to Guthrie and/or your key areas of interest:: The major issues that I see as a necessity to the City of Guthrie are offering activities for children such as a splash pad, ball fields where tournaments can be hosted and more revenue can be brought into Guthrie. Making Guthrie carry a safe and friendly atmosphere that welcomes young families in and gives them the security of raising their families up to be Guthrie Bluejays. Offering a small town atmosphere with big city dreams. Investing in the future of Guthrie by improving the quality of life and prospering to what the future could hold for the current members and future members of the community.

Have you participated in the City of Guthrie Citizens Government Academy?: No

If so, when?:

Have you served on any City of Guthrie Board or Commission?: No

If so, when?:

Please list your educational background:: Bachelors of Business Administration in Management
Southwestern Oklahoma State University

2000-2004

Please provide three personal references:: Don Riepe 405-740-
Sharyl Padgett 405-282-
Jeannie Gardner 405-297-

Have you been a resident of Guthrie for at least two years?: Yes

Have you verified that you live within the boundaries of Ward 2?: Yes

Are you at least 21 years of age?: Yes

Do you have a criminal history?: No

If so, please explain::

Are there any other things that you would like us to know?: My husband and I moved to Guthrie 9 years ago. We decided to start and raise our family here. We have two children, our daughter is in kindergarten and our son is 3. My hope is that one day we can watch our children graduate as Guthrie Bluejays! I want to know that I have done everything that I could to offer them and other younger generations the greatest opportunities to be successful and be an attribute of Guthrie. As we watch them grow up we can be proud that they are products of the Guthrie community!

Application for City Council

Name:: Clarice Reandean

Address:: E Perkins Ave
Guthrie, OK 73044

Number of years at this address?: 2 1/2

Are you a registered voter?: Yes

Home Phone:: 405-926-

Cell Phone:: 405-926-

Email Address:: [@gmail.com](#)

Occupation:: Former OK Army National Guard Soldier; Currently a Homemaker

Employer::

What interests you in serving on the City Council?: I have been interested in government for many years. I want to major in Political Science and feel like this opportunity and experience will help me in my studies. I believe I am interested in a future career involving politics. I want to start at the local level where issues involve my community, my family and myself.

Please identify the issues you feel are important to Guthrie and/or your key areas of interest:: I am a Constitutional-Conservative. I believe many people throughout Oklahoma especially Guthrie share the same values. Family, Faith and Finances are very important. I understand there are people who might have different opinions and I believe everyone should be heard. I am fair and believe in right or wrong rather than right or left.

Have you participated in the City of Guthrie Citizens Government Academy?: No

If so, when?:

Have you served on any City of Guthrie Board or Commission?: No

If so, when?:

Please list your educational background:: I have a high school diploma. I served 6 Years in the Army. I have attended many schools in the military. While deployed to Afghanistan I was on the Base Planning Committee as an Assistant to the Bagram Air Base Land Manager and Master Planner. I created the packets and assisted with presentations that would make or break funding from the US Government. I plan to attend college next year with my major being Political Science.

Please provide three personal references:: SGT Natalie Smith 405-240-
Amy Testerman 405-738-
SFC Gabe Robinson [@mail.mil](mailto:)

Have you been a resident of Guthrie for at least two years?: Yes

Have you verified that you live within the boundaries of Ward 2?: Yes

Are you at least 21 years of age?: Yes

Do you have a criminal history?: No

If so, please explain::

Are there any other things that you would like us to know?: Thank You for your time.



Agenda Item Cover Letter

Meeting: City Council, GPWA, Other:
Date of Meeting: September 16, 2014
Contact: Kim Biggs, City Clerk/Treasurer

Agenda Item

Public Hearing and consider approval of Resolution No. 2014-16, adopting FY 2015 Budget for the Guthrie Public Works Authority Fund and Miscellaneous Funds.

Summary

Staff has prepared and achieved a balanced budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds for Fiscal Year 2015. The proposed budget has been presented and discussed with the Mayor and City Council. A public hearing is being held on September 16, 2014 for public comments. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2014-16 provides the City Manager with the flexibility to manage the Budget and amend one account to another within the same department or from one department to another within the same fund, without prior approval of the Council or Trustees, all as provided in Title 11 O.S. §17-215. Also, the proposed resolution provides the City Manager with the authority to submit grant applications for grants without prior approval of the Council.

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

Supporting documents attached

- Resolution No. 2014-16
Exhibit A

Recommendation

Approve Resolution No. 2014-16, adopting the Fiscal Year 2015 Budget for the Guthrie Public Works Authority and Miscellaneous Funds.

Action Needed: Public Hearing, Motion, Emergency Clause

RESOLUTION NO. 2014-16

A RESOLUTION OF THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY ADOPTING THE FISCAL YEAR 2015 BUDGET FOR THE GUTHRIE PUBLIC WORKS AUTHORITY AND MISCELLANEOUS FUNDS; AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.

WHEREAS, the Guthrie Public Works Authority is required to submit a budget to its beneficiary pursuant to 60 O.S. Section 176; and

WHEREAS, the Chief Executive Officer of the trust has prepared a budget for the fiscal year ending September 30, 2015 (FY 2015) consistent with these statutory requirements; and

WHEREAS, the Chief Executive Officer of the Authority, or designee, may have need to transfer any unexpended and unencumbered budget amounts from one purpose to another; and

WHEREAS, the budget has been formally presented to the Trustees of the Guthrie Public Works Authority; and

WHEREAS, the Trustees desire to provide the Chief Executive Officer with the authority to submit grant applications for grants.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Trustees of the Guthrie Public Works Authority, Oklahoma, respectively, that:

SECTION 1. The Trustees of the Guthrie Public Works Authority do hereby adopt the FY 2015 Budget on the 16th day of September, 2014. Such budget does not constitute legal appropriations, but serves as a financial plan for the Authority. Budget amounts are hereby established as provided for in the attached exhibit entitled Guthrie Public Works Authority Financial Plan.

SECTION 2. The Chief Executive Officer of the Authority or his designee may transfer budget amounts from one account to another within the same department or from one department to another within the same fund; provided that no appropriation for debt service or other appropriation required by law may be reduced below the minimums required. The Chief Executive Officer shall submit all supplemental budget amounts or decrease in total budget amounts to the Guthrie Public Works Authority Trustees to be adopted at a meeting of the Trustees.

SECTION 3. The Chief Executive Officer of the Authority or his designee is authorized to proceed with implementation of the FY 2015 Financial Plan, and to purchase, when

necessary, the appropriate equipment or projects specified therein, subject to established policies governing expenditures, purchasing or contracts.

SECTION 4. The Chief Executive Officer is authorized to submit grant applications for grants.

*** END ***

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Chairman and Trustees of the Guthrie Public Works Authority, Oklahoma, on the 16th day of September, 2014, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et. seq.)

Mark Spradlin, Chairman

ATTEST: (Seal)

Kim Biggs, City Clerk

Approved as to form and legality on _____, 2014.

Randel Shadid, City Attorney

EXHIBIT A							
GUTHRIE PUBLIC WORKS AUTHORITY FINANCIAL PLAN							
	Water			Utility	OKC		
	Guthrie	Treatment		Deposit	Waterline		
	Public Works	Plant	CMOM	Deposit	Waterline		
	Authority	Fund	Fund	Fund	Fund		
REVENUES:							
Charges for Services	\$ 4,618,544	\$ 350,000	\$ 325,000	\$ -	\$ -		
Miscellaneous	\$ 10,000	\$ -	\$ -	\$ -	\$ -		
Interest	\$ 2,100	\$ 3,500	\$ 1,850	\$ 2,000	\$ 300		
Sale of Properties	\$ 21,000	\$ -	\$ -	\$ -	\$ -		
Rents & Royalties	\$ 4,500	\$ -	\$ -	\$ -	\$ -		
OWRB Loan	\$ -	\$ -	\$ -	\$ -	\$ -		
Interfund Transfers	\$ 1,568,567	\$ 671,660	\$ -	\$ -	\$ -		
Budgeted Fund Balance	\$ 98,570	\$ 275,000	\$ 233,350	\$ -	\$ 259,700		
TOTALS:	\$ 6,323,281	\$ 1,300,160	\$ 560,200	\$ 2,000	\$ 260,000		
EXPENDITURES:							
	Personnel	Materials	Services	Fund	Debt	Fund	
	Services	& Supplies	& Charges	Transfers	Service	Transfers	Total
GPWA General Government	\$ 157	\$ 19,800	\$ 1,467,250	\$ 2,926,549	\$ -	\$ -	\$ 4,413,756
Administration	\$ 272,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272,608
Water Treatment Plant	\$ 209,566	\$ 350,737	\$ 64,700	\$ -	\$ -	\$ -	\$ 625,003
Wastewater Treatment Plant	\$ 135,357	\$ 60,737	\$ 108,114	\$ -	\$ -	\$ -	\$ 304,208
Convenience Center	\$ 47,554	\$ 8,750	\$ 51,250	\$ -	\$ -	\$ -	\$ 107,554
Line Maintenance	\$ 332,552	\$ 161,000	\$ 88,100	\$ -	\$ -	\$ -	\$ 581,652
Municipal Pool	\$ -	\$ 11,000	\$ 7,500	\$ -	\$ -	\$ -	\$ 18,500
TOTALS:	\$ 997,794	\$ 612,024	\$ 1,786,914	\$ 2,926,549	\$ -	\$ -	\$ 6,323,281
MISCELLANEOUS FUNDS:							
Water Treatment Plant Fund	\$ -	\$ -	\$ 160	\$ -	\$ 1,300,000	\$ -	\$ 1,300,160
CMOM Fund	\$ -	\$ -	\$ -	\$ 264,500	\$ 295,700	\$ -	\$ 560,200
Utility Deposit Fund	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ 1,900	\$ 2,000
OKC Waterline Fund	\$ -	\$ -	\$ -	\$ 260,000	\$ -	\$ -	\$ 260,000

MINUTES

CITY COUNCIL MEETING
Council Workshop
August 19, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Friday, August 15, 2014, before 5:00 p.m. and held August 19, 2014, in the Guthrie City Hall Third Floor Conference Room.

Mayor Mark Spradlin called the meeting to order at 6:00 p.m.

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

Members Absent: Trey Ayers

Staff Present:	Sereniah Breland	Kim Biggs	Randel Shadid
	Maxine Pruitt	Jim Ahlgren	Rene Spineto
	Cyndi O	Cody Mosely	Lee Pearce
	Jayson Riepe	Anthony Gibbs	

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

Public Comments. None.

Discussion regarding FY15 City Council Goals. City Manager Breland discussed how staff plans to move forward with the FY15 city council goals by creating a strategic plan with milestones to be achieved and presented quarterly.

Discussion regarding FY15 Budget Draft. City Clerk/Treasurer, Kim Biggs, updated the City Council of the proposed changes made to the Draft FY 2015 Budget that was presented August 5, 2014, and fielded questions from councilmembers.

Discussion regarding Make Guthrie Weird spotlight. Staff presented a video produced by GTV20 showcasing Make Guthrie Weird.

Fleet Maintenance, Parks, and Water Treatment Plant Department. Public Works Director, Maxine Pruitt, provided a presentation of the duties and activities performed this past year in the Fleet Maintenance and Parks Departments. The Water Treatment Plant annual update will be heard September 2, 2014.

Discussion regarding agenda items: None.

Request for future items of discussion. Volunteers for the fire department.

Adjournment. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:47 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

August 19, 2014

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, August 15, 2014, before 5:00 p.m. and held August 19, 2014, in the Guthrie City Hall Council Chambers.

Mayor Mark Spradlin called the meeting to order at 7:11 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	Cyndi O	Maxine Pruitt
	Aaron Ryburn	Kevin Dixon	Cody Mosely

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

Consent Agenda. Motion by Councilmember Coffin, seconded by Vice Mayor Wood, moved approval of Items A, B, C, D, E, and F as follows:

- A. Consider approval of minutes of the Special City Council Workshop Meeting held on August 5, 2014.
- B. Consider approval of minutes of the Regular City Council Meeting held on August 5, 2014.
- C. Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2015.
- D. Consider authorizing City staff to contract with Aetna to continue providing dental insurance coverage for City employees for fiscal year 2015.
- E. Consider approval to accept a grant in the amount of \$17,961 from an anonymous donor to establish a mobile children and teen book collection.
- 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 and authorize the Mayor to execute a contract.

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.

Item G. Consider approval of allowing Water Fowl Hunting at Liberty Lake for the 2014 Season as recommended by the Guthrie Park Board. Lake Enforcement Officer, Anthony Gibbs, addressed the Council regarding the pros and cons of allowing water fowl hunting at Liberty Lake. Motion by Councilmember Ayers, seconded by Vice Mayor Wood, moved approval of allowing Water Fowl Hunting at Liberty Lake for the 2014 season as recommended by the Guthrie Park Board.

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

Aye: None

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

Mayor Spradlin declared the motion failed unanimously.

Ordinance No. 3259. Motion by Councilmember Coffin, seconded by Vice Mayor Wood, moved approval of Ordinance No. 3259 setting the requirements for mobile food vendors to sell on public property inside Guthrie city limits. 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 the Oklahoma Water Resources Board approved a forgivable loan in the amount of approximately \$700,000 to furnish water to the Town of Coyle; and, also urged the community to visit the City's website for more information about the sales tax election.

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 7:25 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

Council Workshop

September 2, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Thursday, August 28, 2014, before 5:00 p.m. and was not held September 2, 2014, due to lack of quorum.

Members Present: Mark Spradlin John Wood

Members Absent: Mary Coffin Sharyl Padgett Gaylord Z. Thomas
 Jeff Taylor Trey Ayers

Staff Present: Sereniah Breland Kim Biggs Randel Shadid

Mayor Spradlin declared no quorum with two (2) Councilmembers in attendance.

Kim Biggs, City Clerk

Mark Spradlin, Mayor

MINUTES

CITY COUNCIL MEETING

September 2, 2014

The regular meeting of the sixty-second City Council of Guthrie, Oklahoma was posted on Friday, August 29, 2014, before 5:00 p.m. and was not held September 2, 2014, due to lack of quorum.

Members Present: Mark Spradlin John Wood

Members Absent: Mary Coffin Sharyl Padgett Gaylord Z. Thomas
 Jeff Taylor Trey Ayers

Staff Present: Sereniah Breland Kim Biggs Randel Shadid

Mayor Spradlin declared no quorum with two (2) Councilmembers in attendance.

Kim Biggs, City Clerk

Mark Spradlin, Mayor

MINUTES

SPECIAL CITY COUNCIL MEETING

September 11, 2014

The special meeting of the sixty-second City Council of Guthrie, Oklahoma, was posted on Tuesday, September 9, 2014, before 5:00 p.m. and held September 11, 2014, in the Guthrie City Hall Third Floor Conference Room.

Mayor Mark Spradlin called the meeting to order at 6:00 p.m.

Members Present: Mark Spradlin Sharyl Padgett John Wood
 Jeff Taylor

Members Absent: Trey Ayers Gaylord Z. Thomas

Staff Present: Sereniah Breland Kim Biggs

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

Discussion and action of Ordinance No. 3260 establishing the effective date of Ordinance No. 3251 as amended by Ordinance No. 3256 related to annexation, extending the city limits of the City of Guthrie, Oklahoma to include the territory here and after described in this ordinance, said territory being located in the County of Logan, State of Oklahoma and declaring an emergency. Motion by Vice Mayor Wood, seconded by Councilmember Taylor, moved approval of Ordinance No. 3260. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Spradlin, Wood, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Emergency Clause. Motion by Councilmember Taylor, seconded by Vice Mayor Wood, moved approval of Section 4 of Ordinance No. 3260 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, Taylor, Padgett
Nay: None

Mayor Spradlin declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 6:01 p.m.

Kim Biggs, City Clerk

Mark Spradlin, Mayor



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 16, 2014	Contact Kim Biggs, City Clerk/Treasurer
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Agenda Item

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

Summary

The proposed agreement is a renewal for one year beginning October 1, 2014 through September 30, 2015. Goddard Enterprises has been the City of Guthrie’s contractor for eighteen years. The contractor shall inspect at least once every six months, repair and maintain all civil defense warning siren units within the Guthrie City limits. The City of Guthrie has fourteen civil defense warning siren units, and the locations of the warning siren units are attached to the Agreement as Exhibit A. The civil defense warning siren units are tested the first Friday of every month. In FY 2015 budget, \$2,400 has been appropriated for civil defense siren maintenance and \$2,000 has been appropriated for warning siren repairs.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>01-01-00-6372</u>	Amount	<u>\$4,400 in FY 2015</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same as last year</u>

Supporting documents attached

- Civil Defense Siren Maintenance Agreement

Recommendation

Approve the Civil Defense Siren Maintenance Agreement.

Action Needed Public Hearing Motion Emergency Clause

CIVIL DEFENSE SIREN MAINTENANCE AGREEMENT

This AGREEMENT, made and entered into this 16th day of September, 2014, by and between the City of Guthrie, a municipal corporation (hereinafter “City”) and Joe Goddard, d.b.a./Goddard Enterprises (hereinafter “Contractor”).

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

TERM: The term of this Agreement shall be for one (1) year, commencing on the 1st day of October, 2014, and ending on the 30th day of September, 2015, unless either the City or Contractor gives a thirty-day written notice.

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

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

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

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

Office: 405-830-9057

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

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

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

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

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

COMPENSATION AND METHOD OF PAYMENT: For satisfactory performance of all duties, services and obligations under this Agreement, the City shall pay to Contractor the sum of \$2,400. Payment shall be made in twelve (12) equal installments of \$200.00, paid monthly in arrears, and in accordance with the normal and customary practice of the City for payment of claims.

NOTICE: All written notices and payments made under this Agreement shall be mailed first-class, postage paid, to the following addresses:

CITY OF GUTHRIE

Mayor

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

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

Notary Public
My commission expires _____, 20____.

EXHIBIT A

SIREN LOCATIONS

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



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 16, 2014	Contact Kim Biggs, City Clerk/Treasurer
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Agenda Item

Consider approval of the EMS Agreement between the City of Guthrie and Logan County Emergency Medical Services District Board of Trustees.

Summary

The proposed EMS Agreement is basically the same as last year with two amendments as recommended by the Logan County EMS Board. The first amendment is in regard to reimbursing the City for equipment purchased through a competitive bidding process. The second amendment removes Paragraph 4.A. regarding the *disposition of vehicles taken out of service*. The Logan County Emergency Medical Services District Board of Trustees (LCEMS) was created September 21, 1982 for the purpose of providing emergency medical services for the district comprised of the Independent School District No. 1 area through the levy of an ad valorem tax of 3.07 mills upon all real property situated in the district. The Trustees shall pay the City 90% of the 3.07 mills levied as compensation for providing for emergency medical services for the period of October 1, 2014 through September 30, 2015. In the FY 2015 budget, \$338,974 is the projected revenue to be received from the LCEMS.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>01-00-00-5436</u>	Amount	<u>\$338,974 in FY 2015</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same as last year</u>

Supporting documents attached

- EMS Agreement

Recommendation

Approve the EMS Agreement with the Logan County Emergency Medical Services District Board of Trustees

Action Needed Public Hearing Motion Emergency Clause

A G R E E M E N T

An AGREEMENT entered into this _____ day of _____, 2014, by and between LOGAN COUNTY EMERGENCY MEDICAL SERVICES DISTRICT BOARD OF TRUSTEES (comprised of the area contained within Independent School District No. 1 of Logan County, Oklahoma), hereinafter referred to as "TRUSTEES" and the CITY OF GUTHRIE, OKLAHOMA, a municipal corporation, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, the TRUSTEES have been created for the express purpose of providing emergency medical services for the district comprised of the Independent School District No. 1, Logan County, Oklahoma, area, through the levy of an ad valorem tax of three (3.07) mills upon all the real property situated in the aforesaid district, which ad valorem tax was voted and approved by a majority of the qualified voters for such purpose on September 21, 1982; and

WHEREAS, CITY is a municipality capable of operating an emergency medical service on a district-wide basis, hereinafter referred to as "SOLE-PROVIDER SYSTEM"; and

WHEREAS, the TRUSTEES have determined that the CITY is the best qualified to provide the aforesaid emergency medical services as a SOLE-PROVIDER SYSTEM and to utilize the proceeds derived from the aforesaid ad valorem levy for such purpose.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises the parties hereto agree as follows:

1. SERVICE AREA: CITY agrees to serve the geographic area of Independent School District No. 1 of Logan County, Oklahoma, hereinafter referred to as "DISTRICT".

2. TERM: The TRUSTEES agree to hire CITY to run and operate as a SOLE-PROVIDER SYSTEM in the DISTRICT from the first day of October, 2014, and terminate on September 30, 2015, for the compensations hereinafter provided payable monthly.

3. COMPENSATION: The TRUSTEES shall pay CITY 90% of the 3.07 mills levied as compensation for providing an administrative secretary and for emergency medical services to the DISTRICT for the period of October 1, 2014, through September 30, 2015.

Payments shall be made in equal monthly installments. In the event CITY fails to follow the published rules and regulations promulgated by the State Board of Health for basic life support ambulance service and/or fails to meet State Board of Health licensing requirements for emergency medical service providers, TRUSTEES shall deposit the equal monthly installment payments in an interest-bearing escrow account with a state or nationally chartered banking institution, the deposits of which are insured by the Federal Deposit Insurance Corporation, until CITY has furnished official notice from the State Board of Health that the CITY is in conformance or has achieved compliance with the State Board of Health rules and regulations as published at the time of the alleged non-conformance. Within five (5) days from receipt of notice of conformance, TRUSTEES shall release all monies, including interest earned, to the CITY which was withheld since the first date of non-conformance.

The TRUSTEES agree to reimburse the CITY for equipment purchases as necessary. The CITY agrees to follow the City of Guthrie's purchase policy and all applicable state statutes in order to comply with the Oklahoma Public Competitive Bidding Act of 1974.

4. TERMINATION: This Agreement may be terminated by either party for reasons as hereinafter provided:

- (1) Upon mutual agreement of the parties.
- (2) Upon the default in payment of compensation by the TRUSTEES as hereinafter set forth;

- (3) Upon the failure of CITY to perform its responsibilities as required in this Agreement.
- (4) Upon the dissolution of the Logan County Emergency Medical District as provided by law.

In order to terminate this contract pursuant to paragraph 4, sub-paragraphs 1, 2, 3, or 4 the party desiring termination must notify the other party in writing on or before sixty (60) days prior to the end of the current contract in force. Notice of termination shall be deemed complete if the termination is hand delivered by TRUSTEES to the City Clerk of CITY or by CITY to the County Clerk of Logan County, or if posted first class mail sixty (60) days prior to the end of the current contract in the U.S. Mail, return receipt requested by TRUSTEES to the City Clerk of CITY or by CITY to the County Clerk of Logan County.

If termination of this Agreement is at the election of the CITY, CITY agrees to release possession of all emergency medical services equipment currently then in use for emergency medical services and which was funded solely through LOGAN COUNTY EMERGENCY MEDICAL SERVICES DISTRICT BOARD OF TRUSTEES, unless otherwise agreed, to the TRUSTEES within thirty (30) days of termination of this Agreement; and TRUSTEES shall assume full responsibility for ownership and possession and shall indemnify and hold CITY, its employees and agents, harmless from any and all liability accruing from the ownership and possession of said equipment.

~~4.A DISPOSITION OF VEHICLES TAKEN OUT OF SERVICE: When the City of Guthrie determines to take a vehicle purchased or provided under this Agreement out of service then upon removal of said vehicle from service the title to said vehicle will be transferred to Logan County Emergency Medical Services District Board of Trustees along with possession of the vehicle.~~

5. OUT-OF-DISTRICT CALLS: CITY agrees to make such calls outside the DISTRICT as are consistent with the life-saving responsibility of an Emergency Medical Services Sole-Provider System. Out-of-District ambulance calls shall be assigned by the ambulance dispatcher and made when the emergency

response capabilities within the DISTRICT are not jeopardized, which decision remains in the sole discretion of the CITY. Out-of-District calls and services shall be billed by the CITY in accordance with the CITY's then current out-of-district emergency medical service call rate schedule.

6. REPORTS: The CITY shall prepare monthly activity reports and deliver to the TRUSTEES on or before the tenth (10th) of the month which will show the previous month's ambulance runs, and response time for ambulance runs; a billing summary of charges to all persons who received emergency medical service; a status report of the emergency ambulance service budget. The CITY will use the standardized run report for ambulance services promulgated by the State Department of Health.

7. MISCELLANEOUS: CITY agrees to comply with the Oklahoma Constitution and all applicable rules, regulations, ordinances, and statutes of the City of Guthrie, Oklahoma; the State of Oklahoma; and Federal government. CITY agrees to permit TRUSTEES or any agent designated by TRUSTEES free access to the books and equipment for purposes of inspection during regular CITY business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays observed by the CITY, this includes copies as required by TRUSTEES of annual audit and operating fiscal reports. CITY shall promptly bill users of the services provided and shall pursue collections in a business-like manner; CITY may utilize the evaluation services offered by Oklahoma State University Cooperative Extension Services to determine the effectiveness of the Sole-Provider System for delivery of emergency medical services in the DISTRICT.

8. SITUS: This AGREEMENT shall be construed in accordance with the laws of the State of Oklahoma.

9. DISCLAIMERS: Nothing in this Agreement shall be construed as creating a partnership or joint venture relation between the parties hereto. All matters relating to the direct management of CITY personnel, including, but not limited to,

hiring, pay, job descriptions, job duties, discipline, supervision, and termination are exclusively the responsibility of the CITY.

10. AMENDMENTS: This Agreement may be amended at any time by agreement in writing between the parties hereto.

IN WITNESS WHEREOF, the parties hereto do set their hands and seals on the date opposite their signature.

ATTEST:

Secretary

_____, 2014

LOGAN COUNTY EMERGENCY
MEDICAL SERVICES DISTRICT
BOARD OF TRUSTEES

Chairman

ATTEST: (Seal)

City Clerk

_____, 2014

CITY OF GUTHRIE, OKLAHOMA

Mayor

APPROVED AS TO FORM:

City Attorney

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, Chairman, Logan County Emergency Medical Services District Board of Trustees.

Notary Public

(Seal)

My Commission Expires:

My Commission No.

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Mark Spradlin, Mayor, City of Guthrie, a municipal corporation, on behalf of the City.

Notary Public

(Seal)

My Commission Expires:

My Commisison No.



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 16, 2014	Contact Kim Biggs, City Clerk/Treasurer
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Agenda Item

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

Summary

The proposed agreement is a renewal for one year beginning October 1, 2014 through September 30, 2015. Logan Community Services, Inc. has the facilities to provide temporary shelter care and is fully certified by the Oklahoma Department of Mental Health and Substance Abuse Services for those individuals determined to be appropriate for temporary shelter care. When deemed appropriate, the City may refer individuals to the Logan Community Services, Inc. for juvenile or youth shelter care. The City of Guthrie has contracted for said services with Logan Community Service, Inc. for twenty-four years. In FY 2015 budget, \$1,500 has been appropriated for temporary shelter care for juveniles.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>01-07-70-6345</u>	Amount	<u>\$1,500 in FY 2015</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same as last year</u>

Supporting documents attached

- Agreement

Recommendation

Approve the agreement with the Logan Community Service, Inc.

Action Needed Public Hearing Motion Emergency Clause

AGREEMENT

This AGREEMENT, made and entered into on the ____ day of _____, 2014, by and between the City of Guthrie, Oklahoma, a municipal corporation (hereinafter “CITY”), and Logan Community Services, Inc., a non-profit Oklahoma corporation (hereinafter “LCS”).

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

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

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

1. **TERM.** The term of the Agreement shall be for one (1) year, commencing on October 1, 2014 and ending September 30, 2015 subject to the provisions of paragraph 5.
2. **SERVICES.** When deemed appropriate, the CITY may refer individuals to the LCS for juvenile or youth shelter care, or drug or alcohol counseling services. Upon receipt of a written request from the Guthrie City Manager, or his or her designee, the LCS shall provide such services.
3. **COMPENSATION.** For provision of the services covered by this Agreement, the CITY shall pay to the LCS One Thousand Five Hundred Dollars (\$1,500.00) annually, said compensation to be paid in twelve (12) equal monthly installments of One Hundred Twenty-Five Dollars (\$125.00) each. It is expressly agreed that the CITY shall bear no obligation, financial or otherwise, to pay the cost for any provision of juvenile shelter care or drug or alcohol counseling service not authorized in advance by the CITY, or any substance abuse treatment or rehabilitation.
4. **REPORTING.** Not later than fifteen days following the close of each quarter, LCS shall prepare and submit to the Guthrie Chief of Police, or his or her designee, a confidential written report covering the preceding calendar quarter that shows:
 - 4.1. Names of the juveniles who received shelter care or drug or alcohol counseling services and a summary of the services provided to each.
 - 4.2. The total number of juvenile-shelter days and juvenile-counseling hours provided for shelter care and drug or alcohol counseling, respectively.

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

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

“LCS”
Logan Community Services, Inc.

ATTEST: (Seal)

President

Secretary

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

ATTEST: (Seal)

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

September 16, 2014

Contact

Maxine Pruitt,
Municipal Services Director

Agenda Item

Consider approval of the FY 2014-2015 renewal of the Sports Field Use Agreement for the Logan County Soccer Club, Inc. for the 2014-2015 season use of the Soccer Field at 300 N. Academy Road, waiving the 5% fee, as recommended by the Guthrie Park Board.

Summary

The Sports Field Use Agreement for the Logan County Soccer Club Association is ready for renewal. The LCSCA continue to be a great partner with the City of Guthrie in their use of the Soccer Field located at 300 North Academy Road. This year the Club is in the process of doing several upgrades to the soccer field. They are paying one half of the expense, in the amount of \$1,829.00, for the water line and meter set that Line Maintenance provided to supply water to various sections of the field. The Club is smoothing out sections of the field with fill dirt and re-sodding where it is needed. The Club continues to mow the field inside the fence, which is a tremendous help to the Parks Department. There is a \$100 deposit on file with the City and the current insurance certificate has been requested.

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 type="checkbox"/> N/A
Account Number	_____	Amount	<u>\$100</u>

Supporting documents attached:

- Sports Field Use Agreement

Recommendation

Approve Sports Field Use Agreement for the Logan County Soccer Club Association.

Action Needed Public Hearing Motion Emergency Clause



SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 1 day of **September**, 2014 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and **Logan County Soccer Club**, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

(a) That the LESSOR in consideration of the obligation of LESSEE to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereby leases from the LESSOR, the ball playing fields and practice fields which are collectively and commonly known as **Soccer Field**, Guthrie, Logan County, State of Oklahoma, more particularly described in "Exhibit A" attached hereto, and together with the other improvements situated or to be situated upon said premises, (the said real property, building and improvements being hereinafter referred to as the "Premises").

(b) LESSOR reserves the right of ingress and egress in, to, on, or over and across the Premises to inspect the condition of the Premises in a manner that will cause the least disruption to LESSEE'S quite enjoyment of the Premises.

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of **October**, 2014 (the "Commencement Date"), and ending on the 30th day of **September** , 2015 subject to termination as provided herein (the "Lease Term").

2. RENT: LESSEE will pay a deposit in the amount of \$100. LESSEE agrees to pick up all trash and debris and empty the trash cans into the dumpster and clean

the restrooms (Owens and Soccer Fields only) after each use of the fields and to have volunteer work days in order to maintain concession stand(s), restrooms (Owens and Soccer Fields), and the Premises and as such to be considered as a portion of the rentals due hereunder. In addition, 5% of all net proceeds from concession sales, gate and entry fees will be payable to the LESSOR at the end of the season. Keys shall be checked out to the LESSEE who may distribute as needed; however, keys are not be copied, and all keys must be returned at the end of the contract. If additional keys are needed, LESSOR will provide. The deposit will be returned if all of the following requirements are accomplished within 15 days of the close of the season: 1) Upon inspection, the premises are determined to be in good condition; 2) All keys are returned; 3) A current contact list for the next season is provided in writing; and 4) 5% of all net proceeds are remitted to LESSOR. (“Exhibit B” Key Distribution Sheet)

3. PURPOSE AND USE: The Premises shall be used for playing

Soccer, practicing Soccer, conducting

Soccer games, concession stand sales and related incidental purposes including fundraisers to directly benefit LESSEE, and for no other purpose, except such as shall be from time to time permitted in writing by the LESSOR. LESSEE shall comply with all governmental laws, ordinances, regulations applicable to the uses of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE’S sole expense. All existing locks, gates, doors, etc. should remain intact (will not be cut, taken down or otherwise altered. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises. LESSEE shall provide activities to benefit City of Guthrie residents, within age groups designated by the LESSEE and LESSEE shall not engage in any discriminatory uses of the Premises on the basis of race, creed, color, sex, national origin, religion, or handicap. LESSEE shall control all scheduling of all games and practices upon the Premises and shall provide supervision of the concession stand and restrooms at all times by adults.

4. LESSOR PROVISIONS: LESSOR agrees to perform bi-weekly mowing and trimming of the premises from February to October. A mowing schedule, “Exhibit C” will be provided to the LESSEE. If additional mowing is desired by LESSEE, LESSEE will be responsible.

The LESSOR agrees to replace lamps (light bulbs) for the field lights, provide the electricity, perform fence repairs, maintain the parking area, and provide water and a dumpster for trash service at no additional charge.

5. ALTERATION: LESSEE shall not make any alterations, improvements, changes or additions made in or to such Premises without written consent of LESSOR through the Municipal Services Director.

6. INSURANCE: LESSEE shall, at its own expense, keep in effect during the term of this Agreement the following general liability insurance in standard form policies with an insurance company or companies authorized to do business in Oklahoma and provide proof of insurance as "Exhibit D":

Comprehensive public liability insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars to any one claimant for a claim arising out of a single act, occurrence or accident; and One Million Dollars (\$1,000,000.00) for any claims arising out of a single act, occurrence or accident.

The aforesaid insurance shall protect the LESSOR and THE CITY OF GUTHRIE from all liability, judgments, claims, damages, causes of action, loss, cost and expenses arising from or related to LESSEE'S use of the Premises, excluding participants who will not be covered during actual participation in practice, game or event.

7. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE'S members, officers, employees, agents, patrons, invitees, players, coaches, umpires, referees, league officials, visiting players, volunteer workers, concession workers, spectators or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify The City of Guthrie, its council-members, officers, agents, officials and employees and the LESSOR, its employees, officials, officers, council-members and agents and hold them and each of them harmless from any and all loss, cost, demands, expense, suits, actions, judgments, liability, damages, charges, causes of action of claims, including attorney's fees, arising out of or related to any such damage of whatsoever kind or nature or injury; except injury to persons or damage to property, the sole cause of which is gross negligence of Lessor.

8. HOLDING OVER: If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is the property of someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR harmless from all suits, actions, liability, loss, damages, and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

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

10. INDEMNIFICATION: LESSEE agrees that it will protect the LESSOR and indemnify it against any and all penalties, damages, or charges imposed for any violation of any rules, regulations, statutes, laws or ordinances, occasioned by the neglect of LESSEE, and that LESSEE will, at all times, protect, indemnify, save, keep and hold harmless The City of Guthrie, its council-members, officers, agents, officials, and employees and the LESSOR, its employees, council-members, officials, officers, and agents against and from any and all loss, cost, charges, causes of action, damage, claims, suits, liability, judgments or expense, arising out of or from the fault or negligence of LESSEE causing injury to any person or damage to property and will protect, indemnify, save, keep and hold harmless the LESSOR against and from any failure by LESSEE in any respect to comply with and perform all the requirements and provisions of this Lease. Provided, however, that LESSEE shall not be required to indemnify LESSOR for any damage, injury, loss, or expense arising as the result of LESSOR'S gross negligence.

11. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign, sublease or transfer this lease, nor any portion thereof, nor any interest herein without the prior written consent of LESSOR, as given by the City Manager, of the City of Guthrie, and a consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment, without such consent, shall be void, and shall, at the option of LESSOR terminate this lease. Neither this lease nor the leasehold estate of LESSEE hereunder in the demised premises, or any building or improvements thereon, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this Lease.

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

release of LESSEE from the further performance of LESSEE's obligations hereunder. LESSOR shall have the right to assign the rents under this Lease, or the lease itself.

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

- (a) LESSEE shall fail to comply with rental provisions outlined in paragraph 2, or shall fail to pay for the insurance described in paragraph 6, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date such installment or reimbursement was due.
- (b) LESSEE shall disband, become insolvent, or shall make transfer in fraud to creditors, or shall make an assignment for the benefit of creditors.
- (c) LESSEE shall file, or have filed against it, a petition, voluntary or involuntary, under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt, a debtor in bankruptcy or insolvent in proceedings filed against LESSEE thereunder.
- (d) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.
- (e) LESSEE shall fail to comply with any term, provisions, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within fifteen (15) days after written notice thereof of LESSEE.
- (f) LESSEE shall fail to file any sales tax reports in a timely manner or fail to timely pay any sales tax receipts to the Oklahoma Tax Commission.

13. REMEDIES: Upon the occurrence of any such events of default as described in paragraph 11 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

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

- (b) Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.
- (c) Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution of any claim for damages therefore, and relet the Premises on such terms as LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.
- (d) Without terminating this Lease, terminate LESSEE's right to possession of the Premises.
- (e) Without terminating this Lease or the LESSEE's rights to possession hereunder, enforce all of its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under the Lease.
- (f) LESSOR may perform for the account of LESSEE any term, covenant, or provision of the Lease that LESSEE has failed to perform.
- (g) Exercise any and all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

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

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

LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

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

ATTEST:

City Clerk

ATTEST:

Secretary

“LESSOR”
City of Guthrie

By:-----

“LESSEE”

By: -----

- Note: Exhibit A: Property Description
- Exhibit B: Key Distribution Sheet
- Exhibit C: Mowing Schedule
- Exhibit D: Proof of Insurance

EXHIBIT A

SOCGER FIELD
300 N. ACADEMY ROAD

LEGAL DESCRIPTION

15 ACRES MOL

LEGAL: 03W1 16N 12NE

EXHIBIT B
KEY DISTRIBUTION SHEET

DATE: _____

ORGANIZATION: _____

FIELD: _____

KEYS TO: _____

NO. OF KEYS OR SETS: _____

RESPONSIBLE PARTY:

NAME

ADDRESS

PHONE NO.

Exhibit C

Sports Field Mowing Schedule 2014

2 week schedule
Mowing and Trimming

Rain may cause schedule to vary

LOCATION	DAY	MONTH/DATE
Cottonwood Flats	Tuesday	April: 1, 2,15,16,29,30
	Wednesday	May: 13,14,27,28
		June: 10,11, 24, 25
		July: 8, 9, 22, 23
		August: 5, 6, 19, 20
		Sept.: 2, 3, 16, 17, 30
		Oct.: 1, 14, 15, 28, 29
OWENS FIELD	Thursday	April: 3, 17,
		May: 1, 15, 29
		June: 12, 26
		July: 10, 24
		August: 7, 21
		Sept.: 4, 18
		Oct.: 2, 16, 30
SOCCER FIELDS KIWANIS FIELD	Friday	April: 4, 18
		May: 2, 16, 30
		June: 13, 27
		July: 11, 25
		August: 8, 22
		Sept.: 5, 19
		Oct.: 3, 17, 31

EXHIBIT D
PROOF OF INSURANCE



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

September 16, 2014

Contact

Eric Harlow,
Fire Chief

Agenda Item

Consider approval to declare one (1) Holmatro hydraulic combination tool, one (1) Holmatro hydraulic cutter, one (1) Holmatro hydraulic pump and one (1) Tempest ventilation fan as surplus and sell to Coyle Volunteer Fire Department for \$3,000.00.

Summary

The fire department has one (1) Holmatro hydraulic combination tool, one (1) Holmatro hydraulic cutter and one (1) Holmatro hydraulic pump currently not in use. These tools were recently replaced with newer, more efficient models. We also have one (1) Tempest gas-powered ventilation fan that was removed from service due to engine issues. It was checked by the local service provider who said the engine would have to be replaced. The fan was approximately 20 years old so it was deemed more feasible to replace it rather than repair it. The Coyle Volunteer Fire Department has expressed interest in buying the above listed equipment to use at their department for a sum of \$3,000. This will greatly enhance their departments' capabilities on both motor vehicle accidents and structure fires. Coyle is a great mutual aid partner to our department and their enhanced capabilities will, in turn, potentially help Guthrie citizens in the future.

Funding Expected X Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number Amount \$3000.00
Legal Review X N/A Required Completed Date:

Supporting documents attached

- Photos of equipment

Recommendation

Approve declaring one (1) Holmatro hydraulic combination tool, one (1) Holmatro hydraulic cutter, one (1) Holmatro hydraulic pump and one (1) Tempest ventilation fan as surplus and sell to Coyle Volunteer Fire Department for \$3,000.00.

Action Needed Public Hearing X Motion Emergency Clause







Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	September 16, 2014	W. Don Sweger,
<input type="checkbox"/> GPWA		Chief of Police
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval to submit an application for the 2014 Justice Assistance Grant – Local Law Enforcement (JAG-LLE).

Summary

The District Attorney’s Council, in conjunction with the Justice Assistance Grant Board, has announced that \$441,506 from the Justice Assistance Grant has been reserved for eligible local law enforcement jurisdictions to apply for funding for the JAG-LLE grant. The Guthrie Police Department is requesting permission to apply for grant funding up to \$10,000, at a cost to the City not to exceed a total of \$335, for the purchase of up to 13 body-worn law enforcement video systems that are compatible with our current in-car video system.

Funding Expected	<input checked="" 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	<u>30-30-07-6598</u>	Amount	<u>Up to \$10,335 in FY 2015</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same as last year</u>

Supporting documents attached

- 2014 Justice Assistance Grant – Local Law Enforcement (JAG-LLE).

Recommendation

Approve the submittal of an application for the 2014 Justice Assistance Grant – Local Law Enforcement.

Action Needed	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Emergency Clause
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2014 JUSTICE ASSISTANCE GRANT LOCAL LAW ENFORCEMENT (JAG-LLE) PROGRAM NOTICE OF AVAILABILITY OF FUNDS

Applicants who wish to apply for equipment under the Justice Assistance Grant – Local Law Enforcement (JAG-LLE) Grant need to thoroughly read the ENTIRE document.

AVAILABILITY OF FUNDS

The District Attorneys Council, in conjunction with the Justice Assistance Grant Board, announces that \$441,506 from the Justice Assistance Grant has been reserved for eligible local law enforcement jurisdictions to apply for funding for the JAG-LLE grant.

ELIGIBLE APPLICANTS

According to the Bureau of Justice Statistics, only the jurisdictions listed below are eligible for funding because they have submitted Part 1 Violent Crime UCR data directly to the OSBI under their own ORI number for at least 3 of the last 10 years for which UCR data is available and meet the minimum threshold for the amount of Part 1 crimes committed.

Police departments and sheriff's offices must apply through their county commission or city council. Private/nonprofit organizations, campus security departments, jails, and state agencies are NOT eligible to apply for this funding.

The following jurisdictions are eligible to apply for this funding:

ABSENTEE SHAWNEE TRIBE	CALUMET TOWN	CRAIG COUNTY
ACHILLE TOWN	CANADIAN COUNTY	CREEK COUNTY
ADAIR COUNTY	CARNEGIE TOWN	CRESCENT CITY
ALFALFA COUNTY	CARTER COUNTY	CUSHING CITY
ALTUS CITY	CATOOSA CITY	CUSTER COUNTY
ALVA CITY	CHANDLER CITY	DAVENPORT TOWN
ANADARKO CITY	CHECOTAH CITY	DAVIS CITY
ANADARKO (Apache) TRIBAL	CHELSEA TOWN	DELAWARE COUNTY
ANTLERS CITY	CHEROKEE CITY	DEWAR CITY
APACHE TOWN	CHEROKEE COUNTY	DEWEY CITY
ARKOMA TOWN	CHEROKEE TRIBE	DEWEY COUNTY
ATOKA CITY	CHICKASAW TRIBE	DIBBLE TOWN
ATOKA COUNTY	CHOCTAW CITY	DRUMRIGHT CITY
BARNSDALL CITY	CHOCTAW COUNTY	DUNCAN CITY
BEAVER COUNTY	CHOCTAW TRIBE	DURANT CITY
BEAVER TOWN	CHOUTEAU TOWN	EASTERN SHAWNEE TRIBAL
BECKHAM COUNTY	CITIZEN POTOWATAMIE	EDMOND CITY
BEGGS CITY	CLAREMORE CITY	EL RENO CITY
BETHANY CITY	CLAYTON TOWN	ELK CITY
BIXBY CITY	CLEVELAND CITY	ELLIS COUNTY
BLACKWELL CITY	CLEVELAND COUNTY	ERICK CITY
BLAINE COUNTY	CLINTON CITY	EUFULA CITY
BLANCHARD CITY	COAL COUNTY	FAIRFAX TOWN
BOISE CITY	COLBERT TOWN	FAIRVIEW CITY
BOLEY TOWN	COLLINSVILLE CITY	FLETCHER TOWN
BRISTOW CITY	COMANCHE CITY	FORT GIBSON TOWN
BROKEN BOW CITY	COMANCHE COUNTY	FREDRICK CITY
BRYAN COUNTY	COMMANCHE TRIBAL	GARFIELD COUNTY
BUFFALO TOWN	COMMERCE CITY	GARVIN COUNTY
CADDO COUNTY	CONCHO TRIBAL	GEARY CITY
CADDO TOWN	COTTON COUNTY	GLENPOOL CITY
CALERA TOWN	COWETA CITY	GOODWELL TOWN

GRADY COUNTY
GRANDFIELD CITY
GRANITE CITY
GRANT COUNTY
GREER COUNTY
GROVE CITY
GUTHRIE CITY
GUYMON CITY
HAILEYVILLE CITY
HARMON COUNTY
HARPER COUNTY
HARRAH CITY
HARTSHORNE CITY
HASKELL COUNTY
HASKELL TOWN
HEALDTON CITY
HEAVENER CITY
HENRYETTA CITY
HINTON TOWN
HOBART CITY
HOLDENVILLE CITY
HOLLIS CITY
HOMINY CITY
HOOKER CITY
HOWE TOWN
HUGHES COUNTY
HULBERT TOWN
HYDRO TOWN
IDABEL CITY
INOLA TOWN
IOWA TRIBE
JACKSON COUNTY
JAY CITY
JEFFERSON COUNTY
JENKS CITY
JOHNSTON COUNTY
JONES TOWN
KAY COUNTY
KICKPOO TRIBE
KIEFER TOWN
KINGFISHER CITY
KINGFISHER COUNTY
KIOWA COUNTY
KONOWA CITY
KREBS CITY
LATIMER COUNTY
LAVERNE TOWN
LEFLORE COUNTY
LEXINGTON TOWN
LINCOLN COUNTY
LINDSAY CITY
LOCUST GROVE TOWN
LOGAN COUNTY
LONE GROVE CITY
LOVE COUNTY
LUTHER TOWN
MADILL CITY
MAJOR COUNTY
MANGUM CITY
MANNFORD TOWN
MARIETTA CITY
MARLOW CITY
MARSHALL COUNTY

MAYES COUNTY
MAYSVILLE TOWN
MCALESTER CITY
MCCLAIN COUNTY
MCINTOSH COUNTY
MCCLLOUD TOWN
MEEKER TOWN
MIAMI CITY
MIAMI TRIBAL
MOORE CITY
MOORELAND TOWN
MORRIS CITY
MOUNTAIN VIEW TOWN
MULDROW TOWN
MURRAY COUNTY
MUSCOGEE TRIBE
MUSKOGEE COUNTY
MUSTANG CITY
NEW CORDELL CITY
NEWCASTLE CITY
NEWKIRK CITY
NICHOLS HILLS CITY
NICOMA PARK CITY
NOBLE CITY
NOBLE COUNTY
NOWATA CITY
NOWATA COUNTY
OILTON CITY
OKEENE TOWN
OKEMAH CITY
OKFUSKEE COUNTY
OKLAHOMA COUNTY
OKMULGEE CITY
OKMULGEE COUNTY
OLOGAH TOWN
OSAGE COUNTY
OSAGE TRIBE
OTOE-MISSOURIA TRIBE
OTTAWA COUNTY
OWASSO CITY
PAULS VALLEY CITY
PAWHUSKA CITY
PAWNEE AGENCY
PAWNEE CITY
PAWNEE COUNTY
PAWNEE TRIBE
PAYNE COUNTY
PERKINS TOWN
PERRY CITY
PIEDMONT CITY
PITTSBURG COUNTY
POCOLA CITY
PONCA TRIBE
PONTOTOC COUNTY
PORUM TOWN
POTEAU CITY
POTTAWATOMIE COUNTY
PRAGUE CITY
PRYOR CREEK CITY
PURCELL CITY
PUSHMATAHA COUNTY
RINGLING TOWN
ROGER MILLS COUNTY

ROGERS COUNTY
ROLAND TOWN
RUSH SPRINGS TOWN
SAC AND FOX TRIBE
SALLISAW CITY
SAND SPRINGS CITY
SAPULPA CITY
SAYRE CITY
SEILING CITY
SEMINOLE CITY
SEMINOLE COUNTY
SEMINOLE NATION
SEQOUYAH COUNTY
SKIATOOK TOWN
SNYDER CITY
SPENCER CITY
SPIRO TOWN
STEPHENS COUNTY
STIGLER CITY
STILWELL CITY
STRATFORD TOWN
STRINGTOWN TOWN
STROUD CITY
SULPHER CITY
TAHLEQUAH CITY
TALIHINA TOWN
TECUMSEH CITY
TEXAS COUNTY
THE VILLAGE CITY
TILLMAN COUNTY
TISHOMINGO CITY
TONKAWA CITY
TONKAWA TRIBE
TUTTLE CITY
VALLIANT TOWN
VIAN TOWN
VINITA CITY
WAGONER CITY
WAGONER COUNTY
WALTERS CITY
WARNER TOWN
WARR ACRES CITY
WASHINGTON COUNTY
WASHINGTON TOWN
WASHITA COUNTY
WATONGA CITY
WAUKOMIS TOWN
WAURIKA CITY
WAYNOKA CITY
WEATHERFORD CITY
WELEETKA CITY
WESTVILLE TOWN
WEWOKA CITY
WILBURTON CITY
WILSON CITY
WOODS COUNTY
WOODWARD CITY
WOODWARD COUNTY
WRIGHT CITY TOWN
WYANDOTTE TRIBE
WYNNEWOOD CITY
YALE CITY
YUKON CITY

WHAT IF A JURISDICTION IS NOT LISTED?

This grant funding is from Federal Fiscal Year 2012. If a jurisdiction is not listed above and is not eligible to apply, one of the following reasons to apply for that fiscal year:

- 1) The jurisdiction is NOT submitting Part 1 Violent Crime UCR data directly to the OSBI under their own ORI number for at least 3 of the last 10 years.
- 2) The jurisdiction did not meet the minimum threshold for the amount of Part 1 crimes committed as determined by the Bureau of Justice Statistics, U.S. Department of Justice.
- 3) The jurisdiction received a direct award from the federal government for the period of time in which these funds were made available to the State of Oklahoma and is not eligible to receive funds from the District Attorneys Council.

If an agency is not on this list, contact Rodney Eaton at OSBI, 405/848-6724, to discuss future UCR submissions.

APPLICANT REQUIREMENTS - DUNS NUMBER

All applicants are required to include a DUNS (Data Universal Numbering System) number in their application. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. Obtaining a DUNS number is a free, simple, one-time activity. To obtain a DUNS number or to see if the applicant agency already has a DUNS number, call 1-866-705-5711 or go to <https://iupdate.dnb.com/iUpdate/companylookup.htm>

APPLICANT REQUIREMENTS – SYSTEM FOR AWARD MANAGEMENT (SAM)

JAG funding requires all applicants to be registered on the FREE System for Award Management (SAM). The SAM database is the repository for standard information about applicants, recipients, and subrecipients of federal financial assistance.

Registration on the SAM must be current before making application for these grant funds, so please update your registration if necessary. Please Note: Your SAM registration must allow for public search. For more information or to register with SAM, go to <https://www.sam.gov>.

BOARD PRIORITIES

The JAG Board, comprised of 17 voting and non-voting members, is charged with determining priorities for funding, reviewing grant proposals, and determining awards for the grant funds. The Board has limited requests to procuring equipment that is directly related to basic law enforcement functions with a maximum award amount of \$10,000. The Board has established priorities for the funding of the equipment. Only applications requesting the following will be reviewed:

- In-Car or [↓]Body Worn Law Enforcement Video Systems[↓]
- In-Car Mobile Data Systems* (see additional requirements below)
- Radios – In Car and Hand Held/Portable** (see additional requirements below)
- Vehicles – Up to a max of \$10,000*** (see additional requirements below)

Priority may be given to those who have not received significant funding in the past five years from this grant program.

*REQUESTS FOR IN-CAR MOBILE DATA TERMINAL SYSTEMS

Requests for in-car mobile data terminal systems (MDTs) should include a quote designating the mobile data system, mounting hardware, docking station, mode of IP connectivity, and computer that ensures that the equipment is designed for use in a vehicle to withstand use in a harsh environment. Requests must specify a semi-ruggedized or ruggedized laptop. Please be aware that ruggedized laptops are available at a discounted rate on the Western States Contracting Alliance (WSCA) Contract, at

*****REQUESTS FOR VEHICLES**

The JAG Board approved funding for vehicles only. Other equipment for a vehicle, such as light bars, etc., may not be requested. Agencies requesting vehicles that cost over the \$10,000 maximum limit of this grant, must state in the narrative that the agency agrees to providing the balance of the cost of the vehicle as well as what funds will be used to pay for the remaining cost of the vehicle.

MATCH REQUIREMENT

There is no match requirement for this grant.

REIMBURSEMENT OF FUNDS

In order to receive the funds, the subgrantee must order and pay for all approved equipment and submit all required close-out documents prior to receiving payment. Upon receipt and approval of the close-out documents, reimbursement will be forwarded to the subgrantee in approximately three weeks.

PERSONNEL REQUIREMENTS

The Agency Administrator/Project Director is the contact person for all project activities and is responsible for meeting the goals and objectives of the award. The Financial Officer/Fiscal Officer is responsible for reporting the financial activity related to the award. The Agency Administrator/Project Director and Financial Officer/Fiscal Officer may **NOT** be the same person.

The Authorized Official/Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. **The Authorized Official/Chief Executive Officer must be the mayor, city manager, chairperson of the County Commission, or an authorized tribal leader.**

AWARD PERIOD

The award period for this grant is January 1, 2015, to June 30, 2015.

TO APPLY

The Federal Grants Division has developed a Web-based Grants Management System. The System, OKGrants, is a "cradle-to-grave" grants management system, which means applications, must be completed online through the new grants managements system. The website address is <https://grants.ok.gov>.

The application process will be available beginning on **August 15, 2014**, and must be completed and submitted through OKGrants by 11:59 p.m., by **September 19, 2014**.

TRAINING FOR APPLICANTS ON THE OKGRANTS SYSTEM

DAC will provide web-based training for potential applicants. **You only need to attend one of the two available webinars listed below.**

OKGrants Application Training Webinar Dates:

- August 22, 2014** **9:00 a.m. – 12:00 p.m.**
- August 22, 2014** **1:30 p.m. – 4:30 p.m.**

Prior to the webinar:

The first time you use the Web Meeting Service, you will need to download the client software. Web Meeting HELP & Software Downloads can be found at: <https://www.webmeeting.att.com>. Click on Downloads and download the appropriate software for your computer.

To participate in one of the webinars:

- 1) Dial: 1-877-336-1828
- 2) Enter the Access Code: 3241627
- 3) Then log on to the web conference portion of the meeting: Go to:
<https://www.webmeeting.att.com>
- 4) Enter the Meeting Number: 8773361828
- 5) Enter the Participant Code: 3241627
- 6) Enter your e-mail and **your agency's name** and join the meeting as a "participant."

DEADLINE FOR SUBMISSION OF AN APPLICATION

The deadline to submit the application is **11:59 p.m., September 19, 2014**. The OKGrants Online System will not allow an application to be submitted after this date and time. Proposals received via mail, hand delivery, fax machine, or disk will not be reviewed.

ADDITIONAL INFORMATION

For further information, contact Gracy Helm, Federal Grants Division, Oklahoma District Attorneys Council, at 405/264-5008, or via email at gracy.helm@dac.state.ok.us.



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

September 16, 2014

Contact

Maxine Pruitt,
Municipal Services Director

Agenda Item

Consider approval of the FY 2014-2015 renewal of the Honor Park Lease Agreement between the City of Guthrie and the American Legion.

Summary

The American Legion leases Honor Park located at the corner of Harrison Avenue and Second Street for \$1.00 per year. The American Legion has leased and maintained Honor Park since March of 2009. The partnership between the City of Guthrie and the American Legion has proven to be good. The current agreement has been reviewed and we see no reason to make changes.

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 type="checkbox"/> N/A
Account Number	<u>01-01-00-5466</u>	Amount	<u>\$1.00</u>

Supporting documents attached:

- Honor Park Lease Agreement, 1 pg.

Recommendation

Approve the renewal of the Honor Park Lease Agreement between the City of Guthrie and the American Legion.

Action Needed Public Hearing Motion Emergency Clause



HONOR PARK LEASE AGREEMENT

THIS Lease Agreement entered into this ____ day of _____, 2014, between the City of Guthrie, Oklahoma, a municipal corporation (hereinafter called "City") and American Legion Post No. 58 (hereinafter called "Tenant"); and

WHEREAS, the City of Guthrie owns an area within the city limits of Guthrie called Honor Park; and

IT IS AGREED that City will lease to Tenant Honor Park. The lease will be for a period of one (1) year unless terminated according to terms of the agreement

Tenant will pay the City One Dollar (\$1.00) per year during the term of the lease. The Tenant shall have the option to renew the lease at one (1) year intervals at the expiration of the original lease term on terms and conditions to be agreed at least thirty (30) days prior to expiration of the original term or termination of any renewal term.

Tenant will perform all work, maintenance, repair and landscaping at Honor Park.

The City will provide/extend insurance coverage for the Park in the event of any casualty loss or liability claim.

No political activity or political advertising may be conducted at the Park.

Should the maintenance and repair of the Park and leased property not be conducted in a first class manner suitable to the City then, in that event, the City will advise Tenant of required maintenance and if said maintenance is not satisfactory and completed within thirty (30) days of said notice the City may terminate this lease. Upon termination of the lease the City may assume control of the Park including its operations and maintenance.

Any changes to the layout or permanent improvements to the Park area must be approved by the City.

Tenant shall have exclusive use of the Park for their events but it shall always remain open to the public.

Whatever utilities presently are existing and being used by the Honor Park will remain and will be paid for by the City of Guthrie. In the event City determines that the utility usage is excessive it may terminate utilities to this Park or terminate this lease agreement upon thirty (30) days written notice to the Tenant.

Executed this _____ day of _____, 2014.

AMERICAN LEGION POST NO. 58

By: _____

CITY OF GUTHRIE

By: _____

Mayor



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: Public Hearing

Date of Meeting

September 16, 2014

Contact

René Spineto,
 Community Development
 Director

Agenda Item

Public hearing and possible action on a request by Sharlene Hagens for a Special Use permit to allow a manufactured home in an area zoned R-1 (Single Family Residential), located at 402 S. Drexel.

Summary

The applicant requests a Special Use Permit to allow a manufactured home at 402 South Drexel.

The Planning Commission heard the request on August 21, 2014 and reviewed the application. Twenty-six letters were mailed to property owners within 300 feet of the subject property. Sue DuCharme, President of Neighborhood Solutions, spoke regarding possible financing available to the applicant for the purchase of a conventional built home. The applicant stated she would be willing to consider that.

The Planning Commission reviewed the application and moved to deny the application. The Commission recommends City Council deny the request to issue a Special Use Permit to the applicant.

Subsequent to the Planning Commission meeting, the applicant requested that the fee she paid for the Special Use Permit be applied to her application for a building permit to construct a conventional-type residence on that same property. Her Special Use Permit fee was \$150; the Building Permit Fee will be based on her construction drawings (which have not yet been submitted), and will be more than \$150.

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

Supporting documents attached

- Minutes from Planning Commission meeting of August 21, 2014
- Documentation packet for the Planning Commission meeting of August 21, 2014

Recommendation

Approve recommendation to deny a Special Use Permit to allow a manufactured home at 402 South Drexel, and to apply the fee already paid for the Special Use Permit to a Building Permit to construct a conventional home at that same location.

Action Needed Public Hearing Motion _____ Emergency Clause

PLANNING COMMISSION MINUTES

August 21, 2014

The regular meeting of the Planning Commission was posted on August 15, 2014. The meeting was held on August 21, 2014 at Guthrie City Hall.

Commissioners Present:	Doug Powell	Chairman	Absent
	Joe Chappell	Commissioner	
	Vern Ogden	Commissioner	
	Sharyl Padgett	Commissioner	
	Michael Smith	Commissioner	
	Ed Wood	Commissioner	

Others Present: Sharlene Hagens, Larry Hagens, Christopher Hagens, Donna Hagens, Sue DuCharme, Jim Hanke

Call to Order:

The meeting was called to order on Thursday, August 21, 2014 at 5:30 PM. Commission members were present and a quorum declared.

Consent Agenda:

- A. Minutes of June 12, 2014 meeting. A motion was made by Commissioner Wood and seconded by Commissioner Ogden to approve the minutes as written. All voted Aye.

Action Items:

- 1. Consideration and action on CA#2014-20112180 regarding a request for a special use permit to place a manufactured home at 402 South Drexel. Commissioners discussed the overall design of the proposed home and the structures in the adjacent lots. The Commission asked the applicant if she had considered purchase options other than manufactured housing. Sue DuCharme spoke of possible financing available to the applicant for the purchase of a conventional build home. The applicant stated that she would be willing to consider a conventional loan to build a new home, but was not certain if she would prefer to purchase the manufactured home.

After discussion and consideration, a motion was made by Commissioner Ogden to deny the application request for a manufactured home at 402 South Drexel. The motion was seconded by Commissioner Wood. All voted Aye to deny the application.

Comments from Public:

None

Comments from Staff:

None

Comments from Commissioners:

None

Adjournment:

The meeting adjourned at 6:10 PM.

Jim Hanke, Chief Inspector, Construction Services



Chairperson: Doug Powell
Joe Chappell, Vern Ogden, Sharyl Padgett, Michael Smith, Ed Wood

Planning Commission
Thursday, August 21, 2014 at 5:30 PM
City Hall 2nd Floor, Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma 73044

1. Call to order
2. Public comments
3. Approval of minutes from June 12, 2014
4. Discussion and possible action on Application No. CA#2014-20112180 requesting permission to add a manufactured home at Capitol Hill, Lots 7 & 8, Block 74, Parcel 420002867, also known as 402 South Drexel.
5. Comments from staff
6. Comments from commissioners
7. Adjournment

Agenda posted on the bulletin board in the lobby of City Hall before 5:00 PM on August 15, 2014. 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.

PLANNING COMMISSION MINUTES

June 12, 2014

The regular meeting of the Planning Commission was posted on June 10, 2014. The meeting was held on June 12, 2014 at Guthrie City Hall.

Commissioners Present:	Doug Powell	Chairman
	Joe Chappell	Commissioner
	Vern Ogden	Commissioner
	Sharyl Padgett	Commissioner
	Michael Smith	Commissioner
	Ed Wood	Commissioner

Others Present: Cleovis Watson III, Angela Watson, Bryan Wells, Greg Armstrong, Josh Langston, Charles Downey, Tenny Maker, Jim Fish, Jim Hanke, Rene Spineto, Mark Spradlin

Call to Order:

The meeting was called to order on Thursday, February 13, 2014 at 5:31 PM.. Commission members were present and a quorum declared.

Consent Agenda:

A. Minutes of February 13, 2014 meeting.

A motion was made by Commissioner Ogden and seconded by Commissioner Wood to approve the minutes as submitted. All voted Aye.

Action Items:

1. Consideration and action on CA#2014-20112162 regarding a request for exemption from Design Guidelines Ordinance #3206 for a proposed all metal single-family home to be located at 6903 South Sooner Road. The applicant was present to answer specific questions.

Discussion was held regarding the applicant's request for a waiver as the proposed structure will be located behind existing trees and positioned on a terrace-like land formation. The all-metal structure will be energy efficient. The color of the house will be tan with dark brown trim and will include solid or veneer stones all the way around it.

A decision was made to approve the application as submitted. A motion was made by Commissioner Smith and seconded by Commissioner Ogden to approve the application as submitted. All voted Aye.

2. Consideration and action on CA#2014-20112145 regarding a request to approve the preliminary plat for Phase Two of Silent Harvest to be located at 2501 West Oklahoma Avenue between Oklahoma Avenue and Highway 33. A representative for the applicant was present to answer specific questions.

Discussion was held regarding the applicant's request to approve the preliminary plat. The City is concerned the existing sewer line is shallow and could be damaged from construction traffic. It was noted by Public Works that the existing sewer line is 60 years old. The developer offered to install a cover over the sewer line as well as replace 600 feet of the sewer line at its own expense.

A decision was made to approve the application contingent upon all the City Engineer's concerns being met, as noted in his report. Additionally, the sewer line will be addressed by the developer. A motion was made by Commissioner Ogden and seconded by Commissioner Wood to approve the application with modification that all issues related to the existing sewer line are satisfied. All voted Aye.

Planning Commission
June 12, 2014 Minutes
Page 2

Comments from Public:

None

Comments from Staff:

None

Comments from Commissioners:

Commissioner Chappell would like to see more trees visible than blue Dumpsters at new building sites. He proposed that structures are built to conceal Dumpsters from view.

Adjournment:

The meeting adjourned at 6:15 PM.

James R. Fish, Code Enforcement Officer

PLANNING COMMISSION
Regular Meeting

To: Chairman and Members of the Planning Commission

From: Jim Fish, Code Enforcement Officer

Date: August 21, 2014

Subject: Consideration of application 201420112180
Applicant is requesting permission to add a manufactured home at Capital Hill Lot 7 & 8, Block 74, Parcel 420002867, also known as 402 S. Drexel.

GENERAL INFORMATION:

Applicant:

Sharlene E. Hagens
PO Box 323
Guthrie, OK 73044
405-282-4596

Owner:

Same

Requested Action:

Review and consideration of a request to construct a manufactured house which is prohibited, as adopted by the City Council in the "Construction Standards and Design Guidelines" ordinance.

Description:

The applicant wishes to construct a manufactured house at the above address, the applicant will provide drawings, diagrams and photographs of the proposed structure.

Surrounding Land Use and Zoning:

Single Family Residential

Special Information: Subject property is vacant.

Transportation:

N/A

Utilities Available:

OGE, ONG, City Utilities

History:

N/A

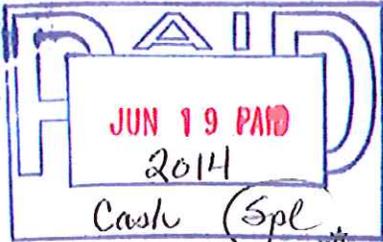
Notification:

Posted in the lobby of City Hall 72 hours prior to meeting time.

Respectfully Submitted,



Jim Fish,
Code Enforcement Officer.



RECEIVED
06/19/14
OFFICE OF
COMMUNITY
PLANNING &
DEVELOPMENT

August 14, 2014
5:30 pm
Council Chambers



APPLICATION
PLANNING COMMISSION REVIEW

Sharlene E Hagens
Applicant Name
P.O. Box
Address
Guthrie Ok, 73044
City, State, Zip
405-282-XXXX or 405-328-XXXX
Home Phone Cell Phone Business Phone

We, the undersigned, being owners of more than fifty-one percent (51%) of the following described property do hereby agree to comply with all municipal, county and state laws and respectfully make application and petition the Planning Commission and City Council to:

Rezone _____ Review Preliminary Plat _____
Amend Zoning Ordinance 2422 _____ Review Final Plat _____
Vacate or Close Public Easement _____ Other

(Manufactured Home)

Describe type of request (Rezone from C-1 to C-2, etc.):

Requesting permission to put a manufactured home

Legal Description:
Capita Hill Lot 7 & 8, Block 74, Parcel # 420002867

(if additional space is needed, please attach separate sheet)

Street Address: ~~Will be assigned by City Inspector~~ Formerly 402 S. Drexel

Describe the proposed use of the property:
Single-family residential

Required Attachments:

- 1. A site drawing to scale of the property with all measurements present.
- 2. Proof of ownership (Title, purchase contract or abstract certificate of ownership)
- 3. List of all property owners within 300 feet of the exterior boundary of the proposed property affected by the change (Obtained from an abstractor) and typed mailing labels for each entity on the list.

Sharlene Hagens
Signature

6-19-2014
Date



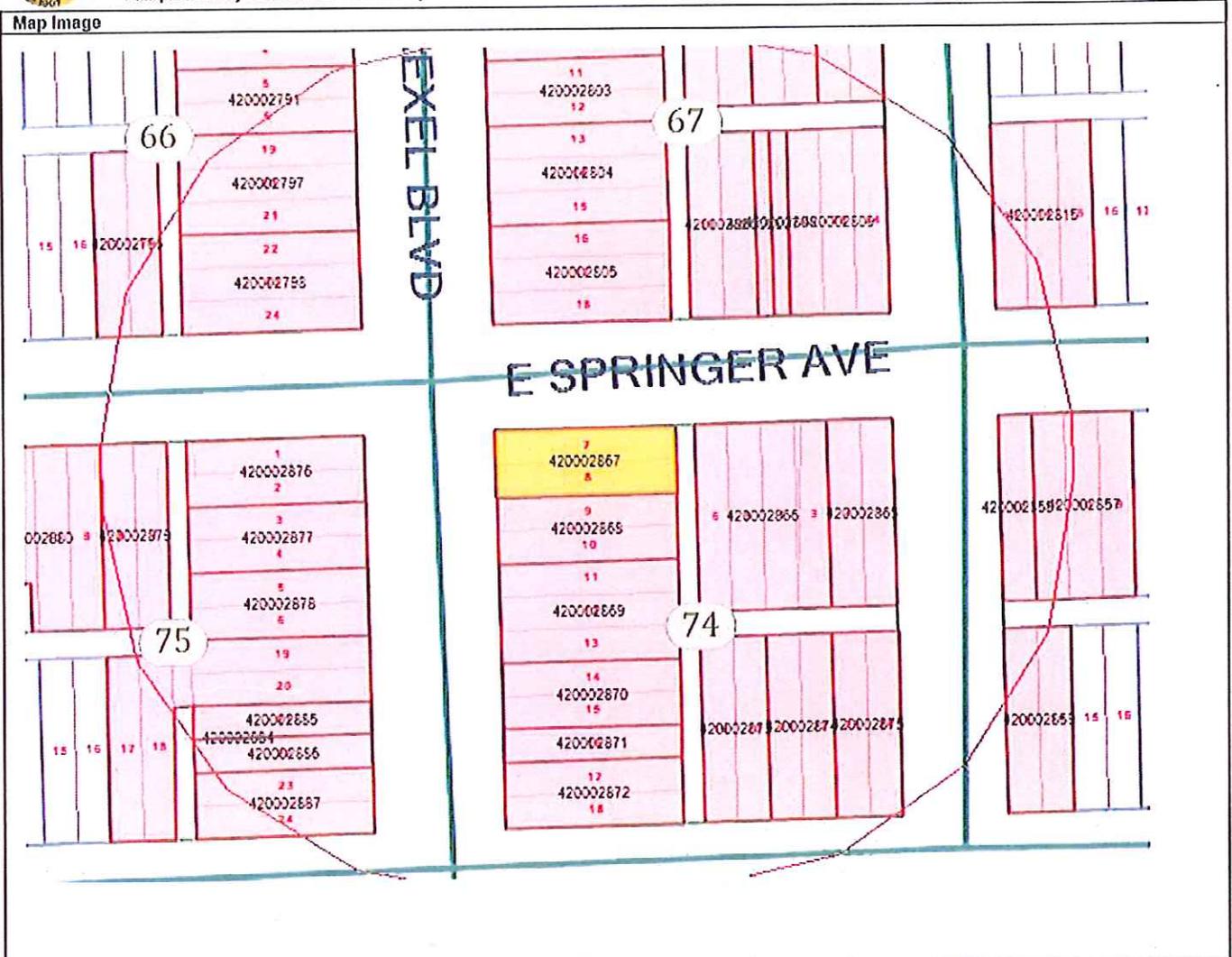


LOGAN

Account Data And Map Image

Data provided by TISHA HAMPTON County Assessor

Date 06/19/2014
Time 14:14:58



Assessment Data		Primary Image			
Account	420002867				
Parcel ID	005130-074007-180000				
Cadastral ID	2917				
Property Type	REAL - Real Property				
Property Class	URP				
Tax Area	2 - GUTHRIE CITY I-1				
Situs	00402 S DREXEL				
Subdivision	Capitol Hill				
Lot/Block	0007 / 0074				
Sec/Twn/Rng	9 / 16 / 2 / 0				
Neighborhood	10008 - SW East Guthrie Group B				
HAGENS, SHARLENE					
314 S PARK					
GUTHRIE OK 73044-0000					
Legal Description		Assessed Valuation			
CAPITOL HILL LOTS 7 & 8 BLOCK 74		Land Value	1,000	Assessed Value	1,000
		Improvements	0	Assessment Level	11%
		Mobile Home	0	Penalty Amount	0
		Total Value	1,000	Exemption	0
				Total Taxable	110



Chairperson: Doug Powell
Joe Chappell, Vern Ogden, Sharyl Padgett-Ex Officio, Michael Smith, Ed Wood

Planning Commission

Thursday, September 11, 2014 at 5:30 PM
City Hall 2nd Floor, Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma 73044

1. Call to order
2. Approval of minutes from August 21, 2014
3. Discussion and possible recommendation to City Council concerning the approval of the final plat for Silent Harvest Homes Phase II.
4. Proposed zoning designation presentation
5. Comments from public
6. Comments from staff
7. Comments from commissioners
8. Adjournment

Agenda posted on the bulletin board in the lobby of City Hall before 5:00 PM on September 9, 2014. 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.

PLANNING COMMISSION MINUTES

August 21, 2014

The regular meeting of the Planning Commission was posted on August 15, 2014. The meeting was held on August 21, 2014 at Guthrie City Hall.

Commissioners Present:

Doug Powell	Chairman	Absent
Joe Chappell	Commissioner	
Vern Ogden	Commissioner	
Sharyl Padgett	Commissioner	Ex-Officio
Michael Smith	Commissioner	
Ed Wood	Commissioner	

Others Present: Sharlene Hagens, Larry Hagens, Christopher Hagens, Donna Hagens, Sue DuCharme, Jim Hanke

Call to Order:

The meeting was called to order on Thursday, August 21, 2014 at 5:30 PM. Commission members were present and a quorum declared.

Consent Agenda:

- A. Minutes of June 12, 2014 meeting. A motion was made by Commissioner Wood and seconded by Commissioner Ogden to approve the minutes as written. All voted Aye.

Action Items:

- 1. Consideration and action on CA#2014-20112180 regarding a request for a special use permit to place a manufactured home at 402 South Drexel. Commissioners discussed the overall design of the proposed home and the structures in the adjacent lots. The Commission asked the applicant if she had considered purchase options other than manufactured housing. Sue DuCharme spoke of possible financing available to the applicant for the purchase of a conventional build home. The applicant stated that she would be willing to consider a conventional loan to build a new home , but was not certain if she would prefer to purchase the manufactured home.

After discussion and consideration, a motion was made by Commissioner Ogden to deny the application request for a manufactured home at 402 South Drexel. The motion was seconded by Commissioner Wood. All voted Aye to deny the application.

Comments from Public:

None

Comments from Staff:

None

Comments from Commissioners:

None

Adjournment:

The meeting adjourned at 6:10 PM.

Jim Hanke, Chief Inspector, Construction Services

PLANNING REPORT

September 11, 2014

To: Chairman and Members of the Planning Commission

From: Jim Fish, Code Enforcement Officer

Date: September 11, 2014

Subject: Consideration of and Recommendation to the City Council Regarding Approval of the Final Plat for Phase II of the "Silent Harvest" Subdivision.

Acceptance of all streets, right-of-ways, and public utilities (sewer lines and water lines).

GENERAL INFORMATION:

Applicant: Desert Ridge Investments

Requested Action: Applicant requests approval of the Final Plat for Phase II of the Silent Harvest Subdivision.

Description: See Final Plat Description

Surrounding Land Use and Zoning: R-1 (Single Family Dwellings).

Special Information: The City's Engineer is currently reviewing changes that where needed to the Final Plat.

Transportation: N/A

Utilities: OGE, ONG, City sewer and water services.

History: This Plat is the second and final phase of the Silent Harvest subdivision

Notification:

Notice was published in the Guthrie News leader on September 6, 2014, and 47 notification letters of this open meeting were mailed to property owners adjacent to the subject property.

Respectfully Submitted,

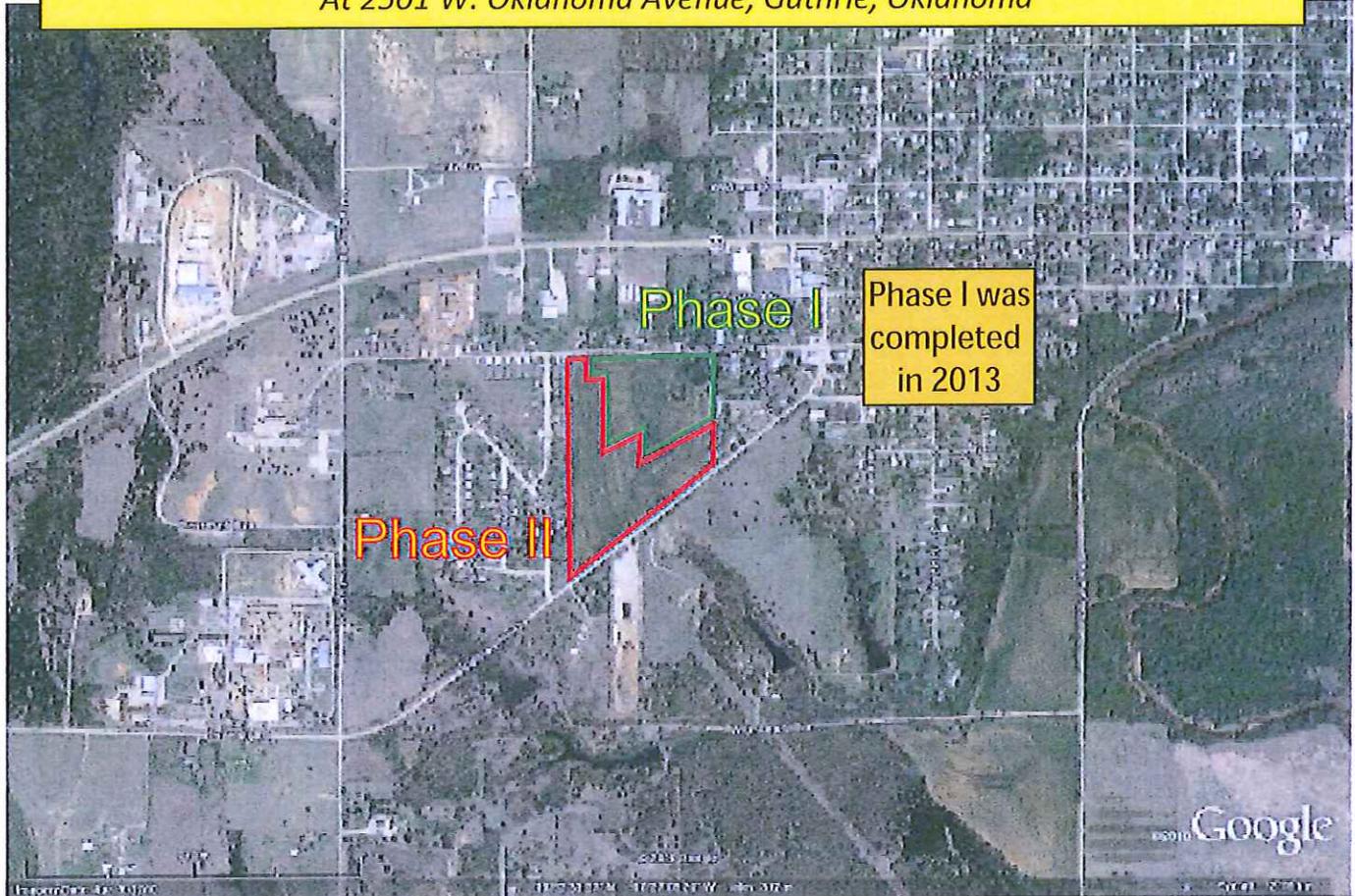
A handwritten signature in black ink, appearing to read "Jim Fish", written over a horizontal line.

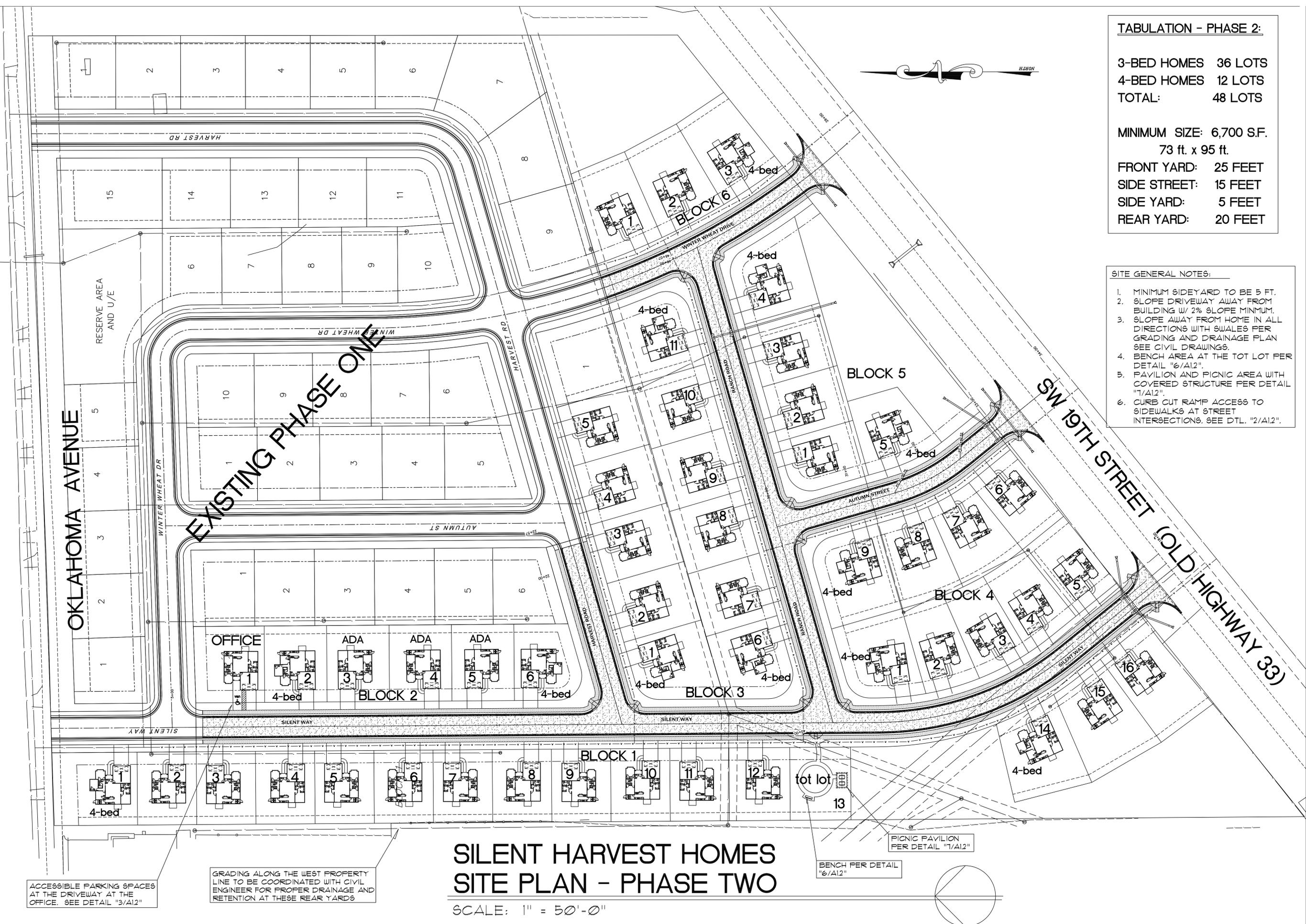
Jim Fish
Code Enforcement Officer

Silent Harvest Homes Phase II Map City View and Local View



*Location: Directly South of Phase I inbetween Oklahoma Avenue and Hwy 33
At 2501 W. Oklahoma Avenue, Guthrie, Oklahoma*





TABULATION - PHASE 2:

3-BED HOMES	36 LOTS
4-BED HOMES	12 LOTS
TOTAL:	48 LOTS

MINIMUM SIZE: 6,700 S.F.
73 ft. x 95 ft.

FRONT YARD: 25 FEET
SIDE STREET: 15 FEET
SIDE YARD: 5 FEET
REAR YARD: 20 FEET

- SITE GENERAL NOTES:**
1. MINIMUM SIDEYARD TO BE 5 FT.
 2. SLOPE DRIVEWAY AWAY FROM BUILDING W/ 2% SLOPE MINIMUM.
 3. SLOPE AWAY FROM HOME IN ALL DIRECTIONS WITH SWALES PER GRADING AND DRAINAGE PLAN SEE CIVIL DRAWINGS.
 4. BENCH AREA AT THE TOT LOT PER DETAIL "6/A12".
 5. PAVILION AND PICNIC AREA WITH COVERED STRUCTURE PER DETAIL "1/A12".
 6. CURB CUT RAMP ACCESS TO SIDEWALKS AT STREET INTERSECTIONS. SEE DTL. "2/A12".

EXISTING PHASE ONE

**SILENT HARVEST HOMES
SITE PLAN - PHASE TWO**

SCALE: 1" = 50'-0"

ACCESSIBLE PARKING SPACES AT THE DRIVEWAY AT THE OFFICE. SEE DETAIL "3/A12"

GRADING ALONG THE WEST PROPERTY LINE TO BE COORDINATED WITH CIVIL ENGINEER FOR PROPER DRAINAGE AND RETENTION AT THESE REAR YARDS

BENCH PER DETAIL "6/A12"

PICNIC PAVILION PER DETAIL "1/A12"

PROJECT NUMBER
13-006

SHEET TITLE

SITE PLAN
PHASE TWO
SCALE: 1" = 50'-0"

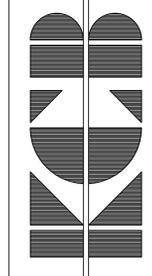
PROJECT/OWNER

HOUSING COMMUNITY
SILENT HARVEST HOMES II
SW 19TH STREET
GUTHRIE, OKLAHOMA

ARCHITECT



architecture
2033 dan drive
loyton, okla 744040
(801) 593-9338 FAX
(801) 593-9328



REVISION DATE

15 JULY 2014

SHEET NUMBER

A1.1

Silent Harvest Homes

Phase II

SINGLE-FAMILY HOUSING COMMUNITY

OKLAHOMA AVENUE
GUTHRIE, OKLAHOMA

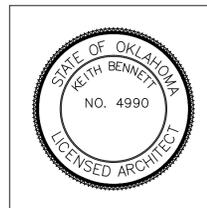
Silent Harvest Homes, L.P.

GENERAL PARTNERS:

EXPRESS DEVELOPMENT, INC.
DESERT RIDGE CAPITAL GROUP, L.L.C.



2033 DAN DRIVE
LAYTON, UTAH 84040
(801) 593-9338 / FAX 593-9328



ELEVATION : 4-BED UNIT



ELEVATION : 3-BED UNIT

PERMIT SET
DATE: 15 JULY 2014

Silent Harvest Homes - Phase II
Guthrie, Oklahoma

15 JULY 2014

T1

RESOLUTION NO. 2013-08

WHEREAS, Silent Harvest Homes II, LLC, is proposing to construct a forty-eight (48) unit housing development to be located in the limits of the of City of Guthrie on a parcel located directly south of Phase I between West Oklahoma Avenue and Hwy 33 at 2501 West Oklahoma; and

WHEREAS, the City of Guthrie supports economic development and promotes affordable housing for the benefit of the citizens of the City of Guthrie; and

WHEREAS, the City of Guthrie supports the proposed project and will contribute \$14,001, in waivers of fees or other project related expenses, in support of the project for the benefits of the citizens of the City of Guthrie.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF GUTHRIE, that the City Council supports favorable consideration to be given for a tax credit award for this Development.

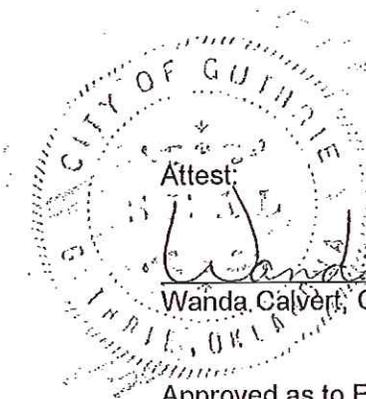
BE IT FURTHER RESOLVED, it is noted that the proposed development is consistent with City of Guthrie's affordable housing strategies and comprehensive plan.

APPROVED AND PASSED this 4th day of June, 2013.

Note: the resolution of support will remain in effect for a period of one (1) year from the date of initial passage provided that no major changes are made to the proposed development.

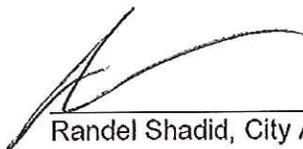


Mark Spradlin, Mayor


Attest:


Wanda Calvert, City Clerk

Approved as to Form:



Randel Shadid, City Attorney



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 16, 2014	Contact Sereniah Breland, City Manager
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Agenda Item

Discussion and possible action on Agreement between the City of Guthrie and the Guthrie Chamber of Commerce for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie to be funded by the Hotel/Motel Tax receipts.

Summary

The proposed agreement is a renewal with proposed changes. The term of the agreement is for one year, October 1, 2014 through September 30, 2015. On May 4, 1982 the registered voters of the City of Guthrie approved the Hotel Tax Ordinance No. 2700 to impose a two percent (2%) hotel/motel excise tax upon the gross proceeds or receipts derived from all rent for every occupancy of a room or rooms in a hotel and motel and other sleeping accommodations in the City of Guthrie. Two-thirds of the excise tax, after the deduction of 5% or receipts for administration fee, is to be used solely for the purpose of encouraging, promoting, fostering and administrating the tourism development in the City of Guthrie and one-third of the excise tax is to be used for park improvements. On December 8, 1998 the registered voters of the City of Guthrie approved Hotel Tax Ordinance No. 3034 to increase the excise tax percentage from two percent (2%) to four percent (4%) with no changes for the expenditures of the excise tax. For the last twenty years, the Guthrie Chamber of Commerce/Convention Visitors Bureau has received two-thirds (2/3) of the hotel/motel excise tax to perform the function of encouraging, promoting, fostering and administrating the tourism development of the City of Guthrie. In FY 2015 budget, \$133,007 has been appropriated for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	_____	Amount	<u>\$133,007</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Chamber and City Tourism Agreement

Recommendation

Approve the Agreement with the Chamber of Commerce.

Action Needed Public Hearing Motion Emergency Clause

AGREEMENT

This Agreement made and entered as of the date hereinafter set forth, by and between the City of Guthrie (hereinafter referred to as "City"), as party of the first part and the Guthrie Chamber of Commerce, an Oklahoma not-for-profit corporation (hereinafter referred to as "Chamber"), party of the second part.

WITNESSETH:

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

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

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

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

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

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

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

1. TERM:

- a. This agreement shall be effective from October 1, 2014 until September 30, 2015.
- b. Nothing in this agreement, nor any other document nor any statement by any representative of the City, except as expressly set forth herein, shall be binding on the City, concerning the terms, conditions or covenants of this agreement.

- c. This agreement may, at the option of the City Council, be extended by simple majority vote of the City Council of the City.

2. CANCELLATION:

- a. This Agreement may be canceled at any time during its term by simple majority vote of the City Council of the City, for any of the following conditions:
 - 1) Failure of the Chamber to comply with any of the conditions of this Agreement or the use of any of the tax proceeds paid hereunder by the Chamber for any purpose other than that expressly provided herein;
 - 2) When and in the event the Chamber may dissolve, disband or becomes a debtor in bankruptcy or is insolvent;
 - 3) Any illegal activity conducted or sponsored by the Chamber;
 - 4) Misrepresentation by the Chamber to a third party of any services available through the City or The Guthrie Public Works Authority, beyond those specifically authorized by the City; or
 - 5) Failure to prepare, or cause to be prepared, and to file in a timely manner with the City Manager any financial information, reports or audits required under this agreement or requested by the City.
- b. In the event this Agreement is terminated upon the occurrence of any of the foregoing conditions, the City shall have no further obligation to perform under this Agreement, and all funds paid over to the Chamber by the City, which are unearned, shall be pro-rated and refunded to the City.

3. CITY REPRESENTATION:

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

4. FINANCIAL SUPPORT:

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

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

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

- b. (1) It is expressly agreed between the parties hereto that all tax proceeds paid by the City to the Chamber shall be used solely for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie, Oklahoma, as approved and authorized by the qualified electors of the City.
- (2) It is also expressly agreed that any supplemental funding that may be provided to the Chamber by the City will be subject to the terms of this Agreement.
- c. The Chamber agrees that all funds received by it from the City representing revenues from the hotel/motel tax shall be deposited and maintained in a separate account from the general operating funds of the Chamber, and that such funds shall not be commingled with any other revenues of the Chamber.
- d. The Chamber shall submit to the City, in writing, the following items:
 - (1) in January of each year, an annual budget, which shall include Chamber organizational goals and objectives for the upcoming year and actual accomplishments from the previous fiscal year,
 - (2) in July of each year, a marketing plan outlining the Chamber's use of funding under this Agreement,
 - (3) quarterly reports to the City Council of the City of Guthrie as to its financial condition, projects status and progress towards achieving goals and objectives. This report shall include a certification that all funds received from the City were expended for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie, Oklahoma, and administering a program to accomplish the same.
 - (4) the Chamber will provide the City quarterly a copy of the hotel/motel tax check register showing to whom hotel/motel funds were paid and in what amount.
 - (5) the Chamber will submit to the City the CVB annual budget prior to approval by Chamber Board.
- e. The Chamber is responsible for the following:
 - (1) the Chamber will provide the City with marketing literature for distribution

- (2) the Chamber office will be open for at least four (4) hours on the Saturday's of the 89er event, and Victorian Christmas Walks.
 - (3) the Chamber will notify the City of an event looking to be established inside the City within seventy-two (72) hours of initial contact.
 - (4) the Chamber will submit marketing materials to the City for review before they are published.
 - (5) the Chamber will represent the City in a professional manner in person and in social media
- f. The Chamber agrees to provide all necessary documentations to the City Manager for an annual review of all funds paid to Chamber by the City. Should for any reason the Chamber disband or dissolve, or the City exercise its rights under Section 2 of this Agreement, then and in either event the Chamber shall provide a final audit as hereinabove described.
- g. In order to clarify what are allowable overhead expenditures out of hotel/motel tax funds it is agreed that Chamber may use twenty-five percent (25%) of the funds received for overhead. Overhead includes managerial administration, accounting, audit, equipment lease, gas, electric, memberships, dues, rent, supplies, and window cleaning. The remaining seventy-five percent (75%) of the funds shall be used for promotion of tourism only. Promotion shall include advertising, reasonable amounts for conferences and seminars, familiarization tours, postage and direct mail, two-thirds (2/3) of telephone direct line, 1-800 telephone, trade shows, reasonable travel, and website development. City Council reserves the right to discuss and consider a decrease in the allowable overhead expenditures in the event that there is a violation of 4.d or 4.e

5. INDEMNIFICATION:

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

IN WITNESS WHEREOF, the parties have set their hands to this Agreement this _____ day of _____, 2014, to be signed and executed on behalf of the City of Guthrie by its Mayor and duly attested by its Secretary and signed and executed by the President of the Guthrie Chamber of Commerce, who is not a member of the City Council, and attested by the Secretary to the Chamber, both in duplicate.

CITY OF GUTHRIE, OKLAHOMA

Mayor

ATTEST: (Seal)

City Clerk

APPROVED AS TO FORM:

City Attorney

GUTHRIE CHAMBER OF COMMERCE

Board President

ATTEST: (Seal)

Secretary



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 16, 2014	Contact Sereniah Breland, City Manager
--	--	---

Agenda Item

Discussion and possible action to appoint two representatives to the Guthrie Chamber of Commerce Board.

Summary

According to the Agreement with the Chamber of Commerce, the City of Guthrie will appoint two representatives to the Chamber of Commerce Board. These two representatives will serve for the term beginning October 1, 2014, and ending September 30, 2015. Previously, the City has had one representative, selected by the City Manager. The agreement language reads:

3. CITY REPRESENTATION:

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

Funding Expected	_____ Revenue	_____ Expenditure	<u> x </u> N/A
Budgeted	_____ Yes	_____ No	<u> x </u> N/A
Account Number	N/A		Amount _____
Legal Review	<u> x </u> N/A	_____ Required	Completed Date: _____

Supporting documents attached

Recommendation

Approve two City representatives to the Guthrie Chamber of Commerce Board.

Action Needed _____ Public Hearing x Motion _____ Emergency Clause



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

September 16, 2014

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Discussion and possible action on Resolution No. 2014-18 of the City of Guthrie, Oklahoma (the "City") approving action taken by the Guthrie Public Works Authority (the "Authority") authorizing issuance, sale and delivery of a promissory note of the authority to the Oklahoma Water Resources Board; ratifying and confirming a sales tax agreement; ratifying and confirming a lease, as amended, by and between the City and the Authority pertaining to the water and sanitary sewer systems; and containing other provisions related thereto.

Summary

The Guthrie Public Works Authority agreed to sell water to the Town of Coyle. The Take or Pay Water Purchase Contract was approved by the Trustees of the GPWA on August 19, 2014 and signed by the Mayor of the Town of Coyle on August 28, 2014. Oklahoma Water Resources Board (OWRB) approved a loan on August 19, 2014 to accomplish this project. The proposed Resolution is authorizing the Authority to incur an indebtedness by the issuance of the Series 2014 Drinking Water SRF Promissory Note to OWRB in the original principal amount of \$610,000.00, said 2014 Note being secured by a pledge of revenue derived from the Authority's water and sanitary sewer systems and a lien on the year-to-year pledge of certain sales tax revenue derived from the levy of a one percent (1.0%) sales tax, with said 2014 Note being secured on a parity with the Existing Indebtedness.

Table with 4 columns: Funding Expected, Budgeted, Account Number, Legal Review. Includes rows for Revenue/Expenditure, Yes/No, Amount (\$610,000), and N/A/Required/Completed Date.

Supporting documents attached

- Resolution No. 2014-18

Recommendation

Approve Resolution No. 2014-18.

Action Needed

Public Hearing X Motion Emergency Clause

RESOLUTION NO. 2014-18

A RESOLUTION OF THE CITY OF GUTHRIE, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE GUTHRIE PUBLIC WORKS AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT; RATIFYING AND CONFIRMING A LEASE, AS AMENDED, BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO THE WATER AND SANITARY SEWER SYSTEMS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, The Guthrie Public Works Authority (the "Authority") did, by its Resolution adopted September 16, 2014, authorize the issuance, sale and delivery of its Series 2014 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board; and

WHEREAS, the City Council hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA:

Section 1. Issuance of 2014 Note. That the issuance, sale and delivery of The Guthrie Public Works Authority, Logan County, Oklahoma, Series 2014 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of \$610,000.00 (the "2014 Note"), all as approved by said Authority on September 16, 2014, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2014 Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 4. Sales Tax Agreement. The Sales Tax Agreement dated as of July 1, 2013, by and between The City of Guthrie, Oklahoma (the "City") and the Authority (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to the year-to-year pledge of certain sales tax revenues as security for the 2014 Note, is hereby ratified and confirmed.

Section 5. Lease Agreement. The Lease dated April 19, 1966, but to be effective July 1, 1966, as amended by an Amendment to Lease dated August 4, 1987, as amended by a Second Amendment to Lease dated March 15, 1994, as amended by a Third Amendment to Lease dated October 19, 1999, all by and between the City and the Authority (collectively, the "Lease Agreement"), whereby the City leases its water and sanitary sewer systems to the Authority and

whereby the Authority agrees to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2014 Note is paid.

Section 6. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Assistant City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2014 Note and all other aspects of the transaction.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 16TH DAY OF SEPTEMBER, 2014.

THE CITY OF GUTHRIE, OKLAHOMA

By _____
Mark Spradlin, Mayor

ATTEST:

By _____
Kim Biggs, City Clerk

(SEAL)

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of The City of Guthrie, Oklahoma.

I further certify that the City Council of The City of Guthrie, Oklahoma, held a Regular Meeting at 7:00 o'clock p.m., on September 16, 2014, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council Members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 16th DAY OF SEPTEMBER, 2014.

THE CITY OF GUTHRIE, OKLAHOMA

(SEAL)

City Clerk



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

September 16, 2014

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Discussion and possible action on Resolution No. 2014-19 establishing an annual fee for mobile food vendors as recommended by the Citizens Rate and Fee Advisory Committee.

Summary

On August 28, 2014 the Citizens Rate and Fee Advisory Committee met, with five members present, to discuss establishing and amending the City's fee schedule to include:

- 1. Establishing a \$75 annual mobile food vendor permit fee to be paid by all mobile food vendors doing business inside city limits regardless of their connection with community-wide celebrations or special events. Anyone who owns a brick & mortar restaurant or retail shop within Guthrie city limits is exempt from annual fees.

Funding Expected X Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 01-00-00-5450 Amount \$1500.00
Legal Review X N/A Required Completed Date:

Supporting documents attached

- Resolution No. 2014-19

Recommendation

Approve Resolution No. 2014-19 establishing an annual fee for mobile food vendors as recommended by the Citizens Rate and Fee Advisory Committee.

Action Needed Public Hearing X Motion Emergency Clause

RESOLUTION NO. 2014-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE ESTABLISHING A MOBILE FOOD VENDOR PERMIT FEE.

WHEREAS, the Guthrie City Council has heretofore adopted Ordinance No. 3129, also known as the Master Fee Ordinance, which is a comprehensive compilation of all rates, charges and fees to be charged for services provided by either or both the City of Guthrie and the Guthrie Public Works Authority;

WHEREAS, said Ordinance provides that fees and charges, new or established are subject to modification whether an increase or decrease, by Resolution; and

WHEREAS, the Guthrie City Council has determined that in order to provide uniform rates, charges, fees and policies for services in connection with mobile food vendors that the same should be revised and amended.

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

1. The rates, charges, fees and policies for services provided in connection with mobile food vendors as contained in attached "Exhibit A" are hereby adopted and incorporated herein by reference.
2. Said rates, charges, fees and policies shall become effective October 1, 2014.

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 this 16th day of September, 2014 after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et seq.).

Mark Spradlin, Mayor

ATTEST: (Seal)

APPROVED AS TO FORM:

Randel Shadid, City Attorney

Kim Biggs, City Clerk

“EXHIBIT A”

Mobile Food Vendor Annual Permit

\$75.00

Anyone who owns a brick & mortar restaurant or retail shop within Guthrie city limits is exempt from annual fees



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

September 16, 2014

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Discussion and possible action on Ordinance No. 3262 amending court cost and fines as recommended by the Citizens Rate and Fee Advisory Committee.

Summary

On August 28, 2014 the Citizens Rate and Fee Advisory Committee met, with five members present, to discuss increasing the following traffic fines:

- 1. Speeding 5-10 mph - increase from \$75.00 to \$150.00
2. Speeding 11-15 mph - increase from \$150.00 to \$225.00
3. Speeding 16-20 mph - increase from \$225.00 to \$300.00
4. Speeding 21 mph or more - increase from \$300.00 to \$375.00

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

Supporting documents attached

- Ordinance No. 3262

Recommendation

Approve adopting Ordinance No. 3262 amending court cost and fines as recommended by the Citizens Rate and Fee Advisory Committee.

Action Needed Public Hearing X Motion Emergency Clause

ORDINANCE NO. 3262

AN ORDINANCE AMENDING CHAPTER 12, SECTION 34, FINE AND COSTS OF THE GUTHRIE MUNICIPAL CODE; DECLARING SEVERABILITY AND REPEALER.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA THAT CHAPTER 12, SECTION 34 OF THE GUTHRIE MUNICIPAL CODE BE AMENDED AS FOLLOWS, TO-WIT:

Section 1. The following fines and costs shall be established for the City of Guthrie, Oklahoma, to be enforced through the Municipal Court of the City of Guthrie, Oklahoma, to-wit:

Accumulation of Material in Yard	\$ 200.00
Assault & Battery	\$ 500.00
Careless Driving	\$ 150.00
DUI/APC	\$ 500.00
Driving While Impaired	\$ 500.00
Defective Equipment	\$ 100.00
Destruction of Property	\$ 100.00
Disobey Traffic Sign	\$ 200.00
Disorderly Conduct	\$ 200.00
Disturbing the Peace	\$ 200.00
Dog Must Be Licensed	\$ 100.00
Animal Running At Large	\$ 100.00
Driving MV W/O Proper Endorsement	\$ 75.00
Driving MV in Violation of Restriction	\$ 75.00
Driving Not Reasonable and Proper	\$ 200.00
Driving Under Suspension	\$ 500.00
Discharging Firearm in the City Limits	\$ 100.00
Eluding Police Officer in Vehicle	\$ 500.00
Failure to Display Current Tag	\$ 100.00
Failure to Display Traffic Signal	\$ 100.00
Failure to Wear Safety Belt	\$ 20.00
Failure to Yield	\$ 200.00
Failure to Yield to Emergency Vehicle	\$ 300.00
Following too Close	\$ 100.00
High Grass & Weeds	\$ 200.00
Illegal Entry	\$ 300.00
Improper Backing	\$ 100.00
Improper Eye Protection	\$ 100.00
Improper Lane Use	\$ 100.00
Improper Parking/Standing/Stopped in Road	\$ 100.00
Improper Passing (left) 2088 (right)	\$ 100.00

Improper Turn (right) 20140B (left)	\$ 100.00
Inattentive Driving	\$ 150.00
Leaving Scene of an Accident	\$ 300.00
No DL in Possession	\$ 75.00
Operating MV W/Expired License	\$ 100.00
No Valid State DL Issued	\$ 200.00
No Insurance Verification	\$ 200.00
Open Container in Public	\$ 200.00
Outraging Public Decency	\$ 200.00
Pass School Bus W/Flashing Lights	\$ 300.00
Permit to Drive W/O DL	\$ 100.00
Petit Larceny	\$ 300.00
Possession or Control of Exotic Animals	\$ 500.00
Public Intoxication	\$ 200.00
Under 21 in Poss of Non-Intox Bev	\$ 100.00
Reckless Driving	\$ 500.00
Resisting Arrest	\$ 300.00
Speeding 5-10 mph	\$ 150.00
Speeding 11-15 mph	\$ 225.00
Speeding 16-20 mph	\$ 300.00
Speeding 21 mph or more	\$ 375.00
Speeding in School Zone w/Flashing Lights	\$ 300.00
Transport Open Container	\$ 200.00
Unnecessary Noise Prohibited	\$ 200.00
Unrestrained Child	\$ 90.00
Wrong Way on One Way Street	\$ 100.00

Section 2. If a deferred sentence is imposed, administrative fee of \$100.00 may be imposed as cost in the case.

Section 3. If the court issues an arrest warrant for the appearance of a defendant subsequent to the court having granted the defendant a continuance, stay, postponement, deferment, or suspension, the court at the time of issuance of the warrant shall assess cost of \$100.00 for issuance of the warrant; provided that for a good cause the court may set aside the cost of the issuance of the warrant; provided further that this section shall apply only to arrest warrants issued by the court after the defendant has pled guilty or has been adjudged guilty or has failed to appear for court.

Section 4. Fines for any offense not specifically listed in this section of the Guthrie Code shall be a minimum of \$100.00 and not to exceed \$500.00. Bond for any offense not specifically listed above but for which reference may be made to this section for penalty and cost shall be \$100.00.

Section 5. Any ordinance in conflict with the provisions of this particular section shall be repealed; should any section of this ordinance be determined to be

unenforceable then, in that event, the balance of the ordinance shall remain in full force and effect.

Signed this ____ day of _____, 2014.

ATTEST:

Mayor

Kim Biggs, City Clerk

APPROVED AS TO FORM
AND LEGALITY:

Randel Shadid, City Attorney



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 16, 2014	Contact Kim Biggs, City Clerk/Treasurer
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Agenda Item

Public Hearing and possible action on Resolution No. 2014-15, adopting FY 2015 Budget for the General Fund and Miscellaneous Funds.

Summary

Staff has prepared and achieved a balanced budget for the General Fund, Guthrie Public Works Authority Fund, and Miscellaneous Funds for Fiscal Year 2015. The proposed budget has been presented and discussed with the Mayor and City Council. A public hearing is being held on September 16, 2014 for public comments. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2014-15 provides the City Manager with the flexibility to manage the Budget and amend one account to another within the same department or from one department to another within the same fund, without prior approval of the Council or Trustees, all as provided in Title 11 O.S. §17-215. Also, the proposed resolution provides the City Manager with the authority to submit grant applications for grants without prior approval of the Council.

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

Supporting documents attached

- Resolution No. 2014-15
- Exhibit A

Recommendation

Approve Resolution No. 2014-15, adopting the Fiscal Year 2015 Budget for the General Fund and Miscellaneous Funds.

Action Needed X Public Hearing X Motion _____ Emergency Clause

RESOLUTION NO. 2014-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE
ADOPTING THE FISCAL YEAR 2015 BUDGET FOR THE GENERAL FUND
AND MISCELLANEOUS FUNDS; AND AUTHORIZING THE CITY MANAGER
TO MAKE TRANSFERS WITHIN SAID FUNDS.**

WHEREAS, the Council of the City of Guthrie, Oklahoma, has conducted a public hearing on the FY 2015 Annual Budget on September 16, 2014 and have completed the budget process in accordance with Title 11 O.S. §17-201, et seq.; and

WHEREAS, the City Council has reviewed and evaluated departmental proposals of the City staff, and they have solicited and incorporated public input into the Annual Budget; and

WHEREAS, the City Council has determined that the Annual Budget meets the needs of the citizens of the City of Guthrie for Fiscal Year 2015; and

WHEREAS, the attached Exhibit “A”, entitled “Budget Summary”, represents the appropriations contained in the Annual Budget and the same must be approved by resolution; and

WHEREAS, the City Council desires to provide the City Manager with flexibility to control the Budget and amend certain accounts therein as the need arises, without prior approval of the Council, all as provided in Title 11 O.S. Supplement 1996, §17-215; and

WHEREAS, the City Council desires to provide the City Manager with the authority to submit grant applications for grants.

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

1. The appropriations of the Annual Budget contained in the attached Exhibit “A” are hereby adopted and incorporated herein by reference.
2. The interfund transfers included with the Budget are hereby approved.
3. The City Manager is authorized to proceed with implementation of the FY 2015 Annual Budget and to purchase, when necessary, the appropriate equipment or projects specified therein, subject to established policies governing expenditures, purchasing or contracts.

4. The City Manager is authorized to transfer any unexpended and unencumbered appropriation or any portion thereof from one account to another within the same department or from one department to another within the same fund; provided that no appropriation for debt service or other appropriation required by law or ordinance may be reduced below the minimums required. The City Manager shall submit for Council action all other budget amendments, including interfund transfers of appropriations and supplemental appropriations to any fund.
5. The City Manager is authorized to submit grant applications for grants.

*** 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 16th day of September, 2014, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et. seq.)

Mark Spradlin, Mayor

ATTEST: (Seal)

Kim Biggs, City Clerk

Approved as to form and legality on _____, 2014.

Randel Shadid, City Attorney

EXHIBIT A							
BUDGET SUMMARY							
	General	Fire/EMS	Grants	Hotel/Motel	Capital	Cemetery	
	Fund	Fund	Fund	Tax Fund	Projects Fund	Care Fund	
REVENUES:							
Budgeted Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interfund Transfer	\$ 1,916,667	\$ 1,097,311	\$ -	\$ -	\$ 503,155	\$ -	
Interest Income	\$ 2,200	\$ 150	\$ -	\$ 200	\$ 200	\$ 100	
Miscellaneous Income	\$ 183,948	\$ 2,500	\$ -	\$ -	\$ -	\$ -	
Fees & Permits	\$ 257,180	\$ -	\$ -	\$ -	\$ -	\$ -	
Taxes	\$ 5,674,000	\$ -	\$ -	\$ 210,000	\$ -	\$ -	
Cemetery Lot/Interment/Fee	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 9,500	
Sale of Assets	\$ 20,000						
Rents & Royalties	\$ 28,000						
Intergovernmental	\$ -	\$ 372,142	\$ 379,757	\$ -	\$ 2,170,000	\$ -	
Enhanced 911 Revenue	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ -	
Charges for Services	\$ 32,000	\$ 602,000	\$ -	\$ -	\$ 235,000	\$ -	
Municipal Court Fines	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS:	\$ 8,393,995	\$ 2,074,103	\$ 379,757	\$ 210,200	\$ 2,912,855	\$ 9,600	
	USDA Rural	Airport					
	Development	Fund	GIDA				
REVENUES:							
Budgeted Fund Balance	\$ -	\$ -	\$ -				
Interfund Transfer	\$ -	\$ 98,163	\$ -				
Interest Income	\$ 85	\$ -	\$ 10				
Partnership/Edmond	\$ -	\$ 146,161	\$ -				
Repay Loan	\$ 13,092	\$ -	\$ -				
Intergovernmental	\$ -	\$ 1,100,000					
Charges for Services	\$ -	\$ 33,424	\$ -				
Lease Rental	\$ -	\$ -	\$ 20,487				
TOTALS:	\$ 13,177	\$ 1,377,748	\$ 20,497				
EXPENDITURES:							
	Personnel	Materials	Services	Capital	Debt	Fund	
	Services	& Supplies	& Charges	Outlay	Service	Transfers	Total
General Government	\$ 12,017	\$ 72,900	\$ 796,490	\$ 245,000	\$ -	\$ 2,927,041	\$ 4,053,448
City Manager	\$ 233,826	\$ -	\$ 2,119	\$ -	\$ -	\$ -	\$ 235,945
Human Resources	\$ 175,183	\$ 1,000	\$ 8,560	\$ -	\$ -	\$ -	\$ 184,743
Building Services	\$ 91,017	\$ 2,170	\$ 400	\$ -	\$ -	\$ -	\$ 93,587
Finance	\$ 139,486	\$ -	\$ 7,702	\$ -	\$ -	\$ -	\$ 147,188
Community Development	\$ 183,775	\$ 1,900	\$ 16,575	\$ -	\$ -	\$ -	\$ 202,250
Code Compliance	\$ 42,739	\$ 900	\$ 63,735	\$ -	\$ -	\$ -	\$ 107,374
Economic Development	\$ 58,230	\$ 6,000	\$ 16,296	\$ -	\$ -	\$ -	\$ 80,526
Library Administration	\$ 186,760	\$ 23,610	\$ 3,400	\$ -	\$ -	\$ -	\$ 213,770
Police Administration	\$ 285,130	\$ 84,720	\$ 116,870	\$ -	\$ -	\$ -	\$ 486,720
Police Operations	\$ 843,199	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 853,199
Police-Animal Control	\$ 97,398	\$ 5,350	\$ -	\$ -	\$ -	\$ -	\$ 102,748
Police-Criminal Investigations	\$ 139,055	\$ 5,150	\$ 2,500	\$ -	\$ -	\$ -	\$ 146,705
Police-School Resource Officer	\$ 170,822	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 171,422
Police-Communications	\$ 163,884	\$ -	\$ 4,200	\$ -	\$ -	\$ -	\$ 168,084
Street	\$ 268,197	\$ 244,300	\$ 67,850	\$ -	\$ -	\$ -	\$ 580,347
Fleet Maintenance	\$ 142,373	\$ 5,445	\$ 4,900	\$ -	\$ -	\$ -	\$ 152,718
Parks & Public Grounds	\$ 326,521	\$ 64,700	\$ 22,000	\$ -	\$ -	\$ -	\$ 413,221
TOTALS:	\$ 3,559,612	\$ 528,745	\$ 1,133,597	\$ 245,000	\$ -		\$ 8,393,995
Fire-Suppression	\$ 723,286	\$ 41,400	\$ 79,350	\$ -	\$ -	\$ -	\$ 844,036
Fire-EMS	\$ 869,887	\$ 113,000	\$ 113,125	\$ 33,168	\$ -	\$ -	\$ 1,129,180

Fire-Administration	\$ 87,147	\$ 10,500	\$ 3,240	\$ -	\$ -	\$ -	\$ 100,887
	\$ 1,680,320	\$ 164,900	\$ 195,715	\$ 33,168	\$ -	\$ -	\$ 2,074,103
EXPENDITURES:	Personnel	Materials	Services	Capital	Debt	Fund	
	Services	& Supplies	& Charges	Outlay	Service	Transfers	Total
MISCELLANEOUS FUNDS:							
Grant Fund	\$ -	\$ -	\$ -	\$ 379,757	\$ -	\$ -	\$ 379,757
Hotel/Motel Tax Fund	\$ -	\$ -	\$ 140,000	\$ 70,200	\$ -	\$ -	\$ 210,200
Capital Projects Fund	\$ -	\$ 26,243	\$ -	\$ 2,382,014	\$ 504,598	\$ -	\$ 2,912,855
Cemetery Care Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
USDA Rural Development Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Airport Fund	\$ 90,493	\$ 21,850	\$ 80,340	\$ 1,185,000	\$ -	\$ -	\$ 1,377,683
Industrial Development Authority	\$ -	\$ -	\$ -	\$ -	\$ 18,087	\$ -	\$ 18,087

A/P Claims List

from 8/14/2014 to 8/14/2014

Invoice #	Vendor	Description	Account	Cost
AUGUST2014	C.L.E.E.T. (125)	Municipal Court Collection for CLEET	01-00-00-2012	\$610.48
AUGUST2014	O.S.B.I. (820)	Municipal Court Collection AFIS And Forensic	01-00-00-2012	\$665.19
NP41978963	FLEETCOR TECHNOLOGIES	Guthrie Housing Authority	01-01-00-6118	\$254.01
AUGUST2014	OG&E 405	Electric Billing - General	01-01-00-6305	\$8,476.62
AUGUST2014	OG&E 405	Electric Billing - Street Lighting	01-01-00-6306	\$11,031.05
JULY14	CITY OF EDMOND (21508)	IT Support with City of Edmond	01-01-00-6373	\$1,106.86
NP41978963	FLEETCOR TECHNOLOGIES	Building Services	01-02-25-6118	\$151.79
NP41978963	FLEETCOR TECHNOLOGIES	Community Development	01-05-50-6118	\$76.40
NP41978963	FLEETCOR TECHNOLOGIES	Code Compliance	01-05-51-6118	\$55.59
NP41978963	FLEETCOR TECHNOLOGIES	Police Administration	01-07-70-6118	\$4,819.34
14-005312-S	O.S.B.I. (820)	ODIS SUPPORT/MAINTENANCE JUL-DEC	01-07-70-6311	\$1,562.00
AUGUST14	SHINEY BAYS (22581)	Car Wash Police Department	01-07-70-6316	\$383.10
04-1500791	OKLA DEPARTMENT OF PUBLIC	OLETS Maintenance	01-07-79-6304	\$350.00
CPD28287	DALE BROWN	ROCK ON STATE CONTRACT	01-12-00-6113	\$20,084.97
NP41978963	FLEETCOR TECHNOLOGIES	Streets Department	01-12-00-6118	\$2,786.78
NP41978963	FLEETCOR TECHNOLOGIES	Fleet	01-14-00-6118	\$126.84
AUGUST2014	SHINEY BAYS (22581)	Car Wash GPWA	01-14-41-6116	\$67.20
NP41978963	FLEETCOR TECHNOLOGIES	Parks and Grounds	01-15-11-6118	\$2,613.98
		Total GENERAL FUND		\$55,222.20
NP41978963	FLEETCOR TECHNOLOGIES	Suppression	09-09-90-6118	\$680.03
NP41978963	FLEETCOR TECHNOLOGIES	EMS	09-09-92-6118	\$3,173.79
NP41978963	FLEETCOR TECHNOLOGIES	Fire Administration	09-09-96-6118	\$536.38
AUGUST2014FD	SHINEY BAYS (22581)	CAR WASH FD	09-09-96-6316	\$20.00
		Total FIRE/EMS FUND		\$4,410.20
AUGUST2014	OG&E 405	Electric Billing - GPWA	20-21-00-6305	\$9,502.17
JULY2014	DHH DISPOSAL 22381	Contracted Trash Service	20-21-00-6348	\$192.50
NP41978963	FLEETCOR TECHNOLOGIES	WTP	20-23-00-6118	\$441.06
NP41978963	FLEETCOR TECHNOLOGIES	WWTP	20-24-00-6118	\$102.88
NP41978963	FLEETCOR TECHNOLOGIES	Convenience Center	20-26-00-6118	\$0.00
NP41978963	FLEETCOR TECHNOLOGIES	Line Maintenance	20-27-00-6118	\$2,631.05
		Total GPWA OPERATING FUND		\$12,869.66
01-010260-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$20.89
04-042505-015	UTILITY DEPOSIT REFUND		71-00-00-5555	\$67.29
07-072600-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$2.24
07-074026-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$32.99
07-075680-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$37.22
08-080330-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$87.98
11-111815-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$4.25
14-143650-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$3.89
15-151120-028	UTILITY DEPOSIT REFUND		71-00-00-5555	\$53.40
99-999140-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$69.17
		Total UTILITY DEPOSIT FUND		\$379.32
NP41978963	FLEETCOR TECHNOLOGIES	Airport	98-98-00-6118	\$493.16
AUGUST2014	OG&E 405	Electric Billing - Airport/GERA	98-98-00-6305	\$600.48
		Total AIRPORT FUND		\$1,093.64
		Total All Funds		\$73,975.02

A/P Claims List

from 8/21/2014 to 8/21/2014

Invoice #	Vendor	Description	Account	Cost
JULY2014 - 2	BANK OF AMERICA 22774	COURT COLLECTION FEES	01-00-00-2015	\$216.25
AUG2014	LISA REECE (21874)	ANIMAL BOND REFUND	01-00-00-2017	\$25.00
AUG2014	RICHARD DEMOSS (23087)	ANIMAL BOND REFUND	01-00-00-2017	\$25.00
AUG2014	THOMAS PADBERG (23077)	ANIMAL BOND REFUND	01-00-00-2017	\$25.00
AUG2014	VICKY JASPER (23088)	ANIMAL BOND REFUND	01-00-00-2017	\$25.00
JULY2014	BANK OF AMERICA 22774	Central Office Supplies	01-01-00-6100	\$865.22
JULY2014	BANK OF AMERICA 22774	Janitor/Chemicals Supplies	01-01-00-6103	\$2,262.22
JULY2014	BANK OF AMERICA 22774	Safety Supplies	01-01-00-6110	\$29.82
JULY2014	BANK OF AMERICA 22774	Building & Grounds	01-01-00-6112	\$3,871.46
JULY2014	BANK OF AMERICA 22774	Miscellaneous Supplies	01-01-00-6114	\$1,319.35
JULY2014	BANK OF AMERICA 22774	Telephone	01-01-00-6301	\$0.00
JULY2014	BANK OF AMERICA 22774	Printing	01-01-00-6308	\$910.00
JULY2014	BANK OF AMERICA 22774	Computer Operations	01-01-00-6311	\$410.23
JULY2014	BANK OF AMERICA 22774	Council Travel/Training	01-01-00-6314	\$100.00
JULY2014	BANK OF AMERICA 22774	Communications	01-01-00-6318	\$0.00
JULY2014	BANK OF AMERICA 22774	Advertising - Legal Publications	01-01-00-6334	\$715.91
JULY2014	BANK OF AMERICA 22774	Miscellaneous Services/Charges	01-01-00-6346	\$49.50
5232-072014	GOVDEALS (22977)	Online Auction Fees for items sold	01-01-00-6346	\$206.12
JULY2014	BANK OF AMERICA 22774	Maintenance Agreement	01-01-00-6347	\$0.00
JULY2014	BANK OF AMERICA 22774	Membership Dues	01-01-00-6350	\$0.00
JULY2014	BANK OF AMERICA 22774	Professional Services	01-01-00-6373	\$0.00
JULY2014	BANK OF AMERICA 22774	Internet Services	01-01-00-6381	\$906.40
JULY2014	BANK OF AMERICA 22774	Professional Development (City Manager)	01-02-20-6048	\$508.65
August 2014	RANDEL C. SHADID (20656)	Reimbursement for posting and printing cost	01-02-20-6054	\$1,696.19
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-02-20-6317	\$89.97
JULY2014	BANK OF AMERICA 22774	Dues & Subscriptions	01-02-20-6355	\$0.00
JULY2014	BANK OF AMERICA 22774	Professional Development (HR)	01-02-24-6048	\$0.00
JULY2014	BANK OF AMERICA 22774	Supplies & Operating Expense - GTV 20	01-02-24-6126	\$0.00
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-02-24-6317	\$0.00
JULY2014	BANK OF AMERICA 22774	Advertising - Legal Publications	01-02-24-6334	\$10.00
JULY2014	BANK OF AMERICA 22774	Dues & Subscriptions	01-02-24-6355	\$0.00
JULY2014	BANK OF AMERICA 22774	Uniforms - Building Services	01-02-25-6016	\$0.00
JULY2014	BANK OF AMERICA 22774	Professional Development (Building Services)	01-02-25-6048	\$0.00
JULY2014	BANK OF AMERICA 22774	Safety Supplies	01-02-25-6110	\$0.00
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	01-02-25-6316	\$0.00
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-02-25-6317	\$0.00
JULY2014	BANK OF AMERICA 22774	Professional Development (Finance)	01-03-30-6048	\$0.00
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-03-30-6317	\$143.07
JULY2014	BANK OF AMERICA 22774	Maintenance Agreements	01-03-30-6347	\$0.00
JULY2014	BANK OF AMERICA 22774	Recording/Dues/Subscriptions	01-03-30-6355	\$0.00
JULY2014	BANK OF AMERICA 22774	Professional Development (Planning)	01-05-50-6048	\$0.00
JULY2014	BANK OF AMERICA 22774	Office Supplies	01-05-50-6100	\$45.43
JULY2014	BANK OF AMERICA 22774	Safety Supplies/Apparel	01-05-50-6110	\$0.00
JULY2014	BANK OF AMERICA 22774	Miscellaneous	01-05-50-6114	\$0.00
JULY2014	BANK OF AMERICA 22774	Computer Supplies	01-05-50-6123	\$0.00
JULY2014	BANK OF AMERICA 22774	Printing	01-05-50-6308	\$10.00
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	01-05-50-6316	\$1,211.97
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-05-50-6317	\$104.11
JULY2014	BANK OF AMERICA 22774	Advertising - Legal Publications	01-05-50-6334	\$67.73
JULY2014	BANK OF AMERICA 22774	Dues & Subscriptions	01-05-50-6355	\$0.00

A/P Claims List

from 8/21/2014 to 8/21/2014

Invoice #	Vendor		Description	Account	Cost
JULY2014	BANK OF AMERICA	22774	Professional Services	01-05-50-6373	\$0.00
JULY2014	BANK OF AMERICA	22774	Reference Books - Community Development	01-05-50-6379	\$0.00
JULY2014	BANK OF AMERICA	22774	Professional Development	01-05-51-6048	\$0.00
JULY2014	BANK OF AMERICA	22774	Vehicle Maintenance	01-05-51-6316	\$416.80
JULY2014	BANK OF AMERICA	22774	Advertising - Legal Publications	01-05-51-6334	\$0.00
JULY2014	BANK OF AMERICA	22774	Dues & Subscriptions	01-05-51-6355	\$0.00
JULY2014	BANK OF AMERICA	22774	Professional Development	01-05-53-6048	\$0.00
JULY2014	BANK OF AMERICA	22774	Marketing Expenses	01-05-53-6123	\$0.00
JULY2014	BANK OF AMERICA	22774	Printing	01-05-53-6308	\$0.00
JULY2014	BANK OF AMERICA	22774	Special Events - Economic Development	01-05-53-6342	\$0.00
JULY2014	BANK OF AMERICA	22774	Dues & Subscriptions	01-05-53-6355	\$0.00
JULY2014	BANK OF AMERICA	22774	ED - Professional Development	01-05-53-6373	\$0.00
JULY2014	BANK OF AMERICA	22774	Professional Development	01-06-60-6048	\$0.00
JULY2014	BANK OF AMERICA	22774	Literacy Programming Supplies	01-06-60-6114	\$0.00
JULY2014	BANK OF AMERICA	22774	Library Supplies	01-06-60-6117	\$0.00
CM JULY2014	BANK OF AMERICA	22774		01-06-60-6130	(\$12.51)
JULY2014	BANK OF AMERICA	22774	Library Materials - Print	01-06-60-6130	\$0.00
JULY2014	BANK OF AMERICA	22774	Library Materials - Electronic	01-06-60-6131	\$0.00
JULY2014	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-06-60-6317	\$190.62
JULY2014	BANK OF AMERICA	22774	Dues & Subscriptions - Library	01-06-60-6355	\$0.00
JULY2014	BANK OF AMERICA	22774	Building Maintenance	01-06-60-6387	\$58.00
JULY2014	BANK OF AMERICA	22774	Uniforms - PD	01-07-70-6019	\$0.00
JULY2014	BANK OF AMERICA	22774	Employee Physicals	01-07-70-6030	\$1,785.00
JULY2014	BANK OF AMERICA	22774	Chemicals	01-07-70-6104	\$0.00
JULY2014	BANK OF AMERICA	22774	Jail Supplies	01-07-70-6106	\$75.02
JULY2014	BANK OF AMERICA	22774	K-9 Dog Food/Supplies	01-07-70-6108	\$56.99
JULY2014	BANK OF AMERICA	22774	Safety Supplies/Apparel	01-07-70-6110	\$657.62
JULY2014 - 2	BANK OF AMERICA	22774	BUILDING GROUNDS	01-07-70-6112	\$35.41
JULY2014	BANK OF AMERICA	22774	Miscellaneous Supplies	01-07-70-6114	\$1,855.32
JULY2014	BANK OF AMERICA	22774	Fuel & Lube	01-07-70-6118	\$0.00
JULY2014	BANK OF AMERICA	22774	Photo/Video Supply	01-07-70-6120	\$0.00
JULY2014	BANK OF AMERICA	22774	Crime Prevention Program	01-07-70-6122	\$0.00
JULY2014	BANK OF AMERICA	22774	Printing	01-07-70-6308	\$0.00
JULY2014	BANK OF AMERICA	22774	Computer Maintenance/Operations	01-07-70-6311	\$139.92
JULY2014	BANK OF AMERICA	22774	Vehicle Maintenance	01-07-70-6316	\$3,776.81
JULY2014	BANK OF AMERICA	22774	Machine/Equipment Maintenance	01-07-70-6317	\$186.18
JULY2014	BANK OF AMERICA	22774	Communications	01-07-70-6318	\$4,450.00
JULY2014	BANK OF AMERICA	22774	Collections	01-07-70-6340	\$0.00
JULY2014	BANK OF AMERICA	22774	Special Events	01-07-70-6342	\$87.99
JULY2014	BANK OF AMERICA	22774	Training Program	01-07-70-6343	\$0.00
0713	LOGAN COMMUNITY SERVICES,		Community Services	01-07-70-6345	\$125.00
JULY2014	BANK OF AMERICA	22774	Dues & Subscriptions	01-07-70-6355	\$0.00
JULY2014	BANK OF AMERICA	22774	Uniform Allowance - PD	01-07-71-6019	\$0.00
JULY2014	BANK OF AMERICA	22774	Ammunition	01-07-71-6105	\$0.00
JULY2014	BANK OF AMERICA	22774	Chemicals	01-07-72-6104	\$137.24
JULY2014	BANK OF AMERICA	22774	Shelter Food/Supplies	01-07-72-6108	\$467.63
JULY2014	BANK OF AMERICA	22774	Safety Supplies/Apparel	01-07-72-6110	\$398.18
JULY2014	BANK OF AMERICA	22774	Building & Grounds	01-07-72-6112	\$3,694.94
JULY2014	BANK OF AMERICA	22774	Kennel Supplies	01-07-72-6114	\$540.64
JULY2014	BANK OF AMERICA	22774	Animal Cages	01-07-72-6132	\$1,017.17

A/P Claims List

from 8/21/2014 to 8/21/2014

Invoice #	Vendor	Description	Account	Cost
JULY2014 - 2	BANK OF AMERICA 22774	MEDICAL / VET	01-07-72-6133	\$116.50
JULY2014	BANK OF AMERICA 22774	Uniform Allowance - CID	01-07-77-6019	\$0.00
JULY2014	BANK OF AMERICA 22774	Photo/Video Supplies	01-07-77-6120	\$0.00
JULY2014	BANK OF AMERICA 22774	Drug Enforcement Program	01-07-77-6124	\$472.96
JULY2014	BANK OF AMERICA 22774	Property/Evidence Supplies	01-07-77-6323	\$0.00
JULY2014	BANK OF AMERICA 22774	Special Investigation Operations	01-07-77-6336	\$0.00
JULY2014	BANK OF AMERICA 22774	Miscellaneous Supplies	01-07-78-6114	\$444.94
JULY2014	BANK OF AMERICA 22774	Uniforms - Street Dept.	01-12-00-6016	\$44.00
JULY2014	BANK OF AMERICA 22774	Minor Tools	01-12-00-6102	\$0.00
JULY2014	BANK OF AMERICA 22774	Chemicals	01-12-00-6104	\$32.97
JULY2014	BANK OF AMERICA 22774	Safety Supplies	01-12-00-6110	\$126.23
JULY2014	BANK OF AMERICA 22774	Traffic Supplies	01-12-00-6111	\$1,594.73
JULY2014	BANK OF AMERICA 22774	Building & Grounds	01-12-00-6112	\$0.00
JULY2014	BANK OF AMERICA 22774	Street/Sidewalks/Bridges	01-12-00-6113	\$9,771.70
JULY2014	BANK OF AMERICA 22774	Miscellaneous Supplies	01-12-00-6114	\$0.00
JULY2014	BANK OF AMERICA 22774	Signs & Materials	01-12-00-6115	\$0.00
JULY2014	BANK OF AMERICA 22774	Fuel & Lube	01-12-00-6118	\$626.20
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	01-12-00-6316	\$10,158.35
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-12-00-6317	\$971.08
JULY2014	BANK OF AMERICA 22774	Communications	01-12-00-6318	\$0.00
JULY2014	BANK OF AMERICA 22774	Equipment Rental	01-12-00-6321	\$0.00
JULY2014	BANK OF AMERICA 22774	License & Certification - Street	01-12-00-6365	\$0.00
JULY2014	BANK OF AMERICA 22774	Uniforms - Fleet Maintenance	01-14-00-6016	\$193.10
JULY2014	BANK OF AMERICA 22774	Professional Development (Fleet Maintenance)	01-14-00-6048	\$0.00
JULY2014	BANK OF AMERICA 22774	Minor Tools	01-14-00-6102	\$354.48
JULY2014	BANK OF AMERICA 22774	Chemicals	01-14-00-6104	\$81.86
JULY2014	BANK OF AMERICA 22774	Safety Supplies	01-14-00-6110	\$46.28
JULY2014	BANK OF AMERICA 22774	Building & Grounds	01-14-00-6112	\$0.00
JULY2014	BANK OF AMERICA 22774	Shop Supplies	01-14-00-6114	\$739.00
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	01-14-00-6316	\$30.38
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-14-00-6317	\$1,432.55
JULY2014	BANK OF AMERICA 22774	Computer Maintenance	01-14-00-6324	\$0.00
JULY2014	BANK OF AMERICA 22774	Miscellaneous Services / Charges	01-14-00-6346	\$0.00
JULY2014	BANK OF AMERICA 22774	Reference Books	01-14-00-6379	\$0.00
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	01-14-41-6116	\$571.17
JULY2014	BANK OF AMERICA 22774	Fuel & Lube	01-14-41-6118	\$0.00
JULY2014	BANK OF AMERICA 22774	Uniforms - Parks	01-15-11-6016	\$0.00
JULY2014	BANK OF AMERICA 22774	Professional Development	01-15-11-6048	\$0.00
JULY2014	BANK OF AMERICA 22774	Minor Tools	01-15-11-6102	\$37.98
JULY2014	BANK OF AMERICA 22774	Chemicals	01-15-11-6104	\$3,055.54
JULY2014	BANK OF AMERICA 22774	Safety Supplies	01-15-11-6110	\$511.71
JULY2014	BANK OF AMERICA 22774	Buildings & Grounds	01-15-11-6112	\$2,309.97
JULY2014	BANK OF AMERICA 22774	Fuel & Lube	01-15-11-6118	\$0.00
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	01-15-11-6316	\$463.67
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-15-11-6317	\$3,262.90
		Total GENERAL FUND		\$73,439.82
16953289	KAISER PERMANENTE (23086)	EMS REFUND - DOI 8-29-13 - JAZZ	09-00-00-5435	\$1,332.00
2564366	VIRGINIA ORTEGA (23084)	EMS REFUND - DOI 4-1-09 - VIRGINIA	09-00-00-5435	\$25.00
JULY2014	BANK OF AMERICA 22774	Uniforms - FD/Suppression	09-09-90-6016	\$2,973.74
JULY2014	BANK OF AMERICA 22774	Professional Development (FD)	09-09-90-6048	\$159.48

City of Guthrie 8/21/2014 5:03pm
A/P Claims List
 from 8/21/2014 to 8/21/2014

Invoice #	Vendor	Description	Account	Cost
JULY2014	BANK OF AMERICA 22774	Minor Tools	09-09-90-6102	\$0.00
JULY2014	BANK OF AMERICA 22774	Chemicals	09-09-90-6104	\$659.14
JULY2014	BANK OF AMERICA 22774	Food/Humans	09-09-90-6107	\$83.61
JULY2014	BANK OF AMERICA 22774	FD Safety Supplies	09-09-90-6110	\$1,020.72
JULY2014	BANK OF AMERICA 22774	Building & Grounds	09-09-90-6112	\$306.97
JULY2014	BANK OF AMERICA 22774	Misc Supplies	09-09-90-6114	\$0.00
JULY2014	BANK OF AMERICA 22774	Nozzle Replacement	09-09-90-6136	\$1,057.28
JULY2014	BANK OF AMERICA 22774	Hose Replacement	09-09-90-6137	\$0.00
JULY2014	BANK OF AMERICA 22774	SCBA Bottle Program	09-09-90-6138	\$0.00
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-90-6316	\$0.00
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	09-09-90-6317	\$18.67
JULY2014	BANK OF AMERICA 22774	Communications	09-09-90-6318	\$0.00
JULY2014	BANK OF AMERICA 22774	Dues & Subscriptions	09-09-90-6355	\$260.00
JULY2014	BANK OF AMERICA 22774	Certification Equipment	09-09-90-6362	\$0.00
JULY2014	BANK OF AMERICA 22774	Uniforms - FD/EMS	09-09-92-6016	\$799.69
JULY2014	BANK OF AMERICA 22774	Professional Development (EMS)	09-09-92-6048	\$64.00
JULY2014	BANK OF AMERICA 22774	Chemicals/Ambulance Supplies	09-09-92-6104	\$6,403.99
JULY2014	BANK OF AMERICA 22774	Safety Supplies/Apparel	09-09-92-6110	\$936.80
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-92-6316	\$6,004.91
JULY2014	BANK OF AMERICA 22774	Communications	09-09-92-6318	\$0.00
JULY2014	BANK OF AMERICA 22774	Dues & Subscriptions	09-09-92-6355	\$0.00
JULY2014	BANK OF AMERICA 22774	Professional Services	09-09-92-6373	\$0.00
1533737	SUNTRUST EQUIPMENT	Lease-Purchase of 2013 Dodge Ambulance	09-09-92-6709	\$8,292.06
JULY2014	BANK OF AMERICA 22774	Uniforms - FD/Admin	09-09-96-6016	\$0.00
JULY2014	BANK OF AMERICA 22774	Professional Development (Fire - Admin)	09-09-96-6048	\$0.00
JULY2014	BANK OF AMERICA 22774	Office Supplies	09-09-96-6101	\$0.00
JULY2014	BANK OF AMERICA 22774	Minor Tools	09-09-96-6102	\$0.00
JULY2014	BANK OF AMERICA 22774	Food/Humans	09-09-96-6107	\$0.00
JULY2014	BANK OF AMERICA 22774	Miscellaneous Supplies	09-09-96-6114	\$0.00
JULY2014	BANK OF AMERICA 22774	Public Education	09-09-96-6121	\$226.86
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-96-6316	\$0.00
JULY2014	BANK OF AMERICA 22774	Communications	09-09-96-6318	\$0.00
JULY2014	BANK OF AMERICA 22774	Dues & Subscriptions	09-09-96-6355	\$144.00
JULY2014	BANK OF AMERICA 22774	Total FIRE/EMS FUND		\$30,768.92
CM JULY2014	WASTE CONNECTIONS, INC		20-00-00-5466	(\$250.00)
JULY2014	BANK OF AMERICA 22774	Safety Supplies	20-21-00-6110	\$0.00
JULY2014	BANK OF AMERICA 22774	Buildings & Grounds (GPWA)	20-21-00-6112	\$48.00
JULY2014	BANK OF AMERICA 22774	Miscellaneous Supplies	20-21-00-6114	\$0.00
JULY2014	BANK OF AMERICA 22774	Telephone	20-21-00-6301	\$0.00
JULY2014	BANK OF AMERICA 22774	Printing	20-21-00-6308	\$0.00
JULY2014	BANK OF AMERICA 22774	Postage	20-21-00-6309	\$75.00
JULY2014	BANK OF AMERICA 22774	Computer Operations	20-21-00-6311	\$0.00
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-21-00-6317	\$81.81
JULY2014	BANK OF AMERICA 22774	Communications	20-21-00-6318	\$0.00
JULY2014	BANK OF AMERICA 22774	Safety Program	20-21-00-6339	\$0.00
JULY2014	BANK OF AMERICA 22774	Utilities Collection Fees	20-21-00-6340	\$20.08
JULY2014	BANK OF AMERICA 22774	Maintenance Agreements	20-21-00-6347	\$0.00
1409968/1409969	WASTE CONNECTIONS, INC	Sanitation Commercial/Residential Service	20-21-00-6348	\$73,619.86
JULY2014	BANK OF AMERICA 22774	Professional Services	20-21-00-6373	\$0.00
AUG2014	MAXINE PRUITT (1915)	Mileage 2013-2014	20-22-00-6047	\$355.39

A/P Claims List

from 8/21/2014 to 8/21/2014

Invoice #	Vendor	Description	Account	Cost
JULY2014	BANK OF AMERICA 22774	Professional Development (GPWA Admin)	20-22-00-6048	\$0.00
JULY2014	BANK OF AMERICA 22774	Uniforms - WTP	20-23-00-6016	\$0.00
JULY2014	BANK OF AMERICA 22774	Minor Tools	20-23-00-6102	\$235.10
JULY2014	BANK OF AMERICA 22774	Chemicals/Medical	20-23-00-6104	\$4,247.45
1455	MID AMERICA HYDRO TECH	85,000.00 BLANKET FOR CHEMICALS	20-23-00-6104	\$623.28
100098	SOUTHWEST CHEMICAL (20977)	Blanket PO for Chemicals	20-23-00-6104	\$1,449.50
100120	SOUTHWEST CHEMICAL (20977)	Blanket PO for Chemicals	20-23-00-6104	\$4,273.10
JULY2014	BANK OF AMERICA 22774	Lab Supplies	20-23-00-6109	\$270.60
JULY2014	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-23-00-6110	\$0.00
JULY2014	BANK OF AMERICA 22774	Building & Grounds	20-23-00-6112	\$0.00
JULY2014	BANK OF AMERICA 22774	Annual State Water Testing	20-23-00-6303	\$1,595.00
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	20-23-00-6316	\$0.00
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-23-00-6317	\$38.41
JULY2014 - 2	BANK OF AMERICA 22774	EQUIPMENT CALIBRATION	20-23-00-6319	\$1,859.35
JULY2014	BANK OF AMERICA 22774	Computer Maintenance	20-23-00-6324	\$59.95
JULY2014	BANK OF AMERICA 22774	Publishing Fees	20-23-00-6334	\$0.00
JULY2014	BANK OF AMERICA 22774	Booster Station	20-23-00-6335	\$187.50
JULY2014	BANK OF AMERICA 22774	License & Certification - Water Plant	20-23-00-6365	\$0.00
JULY2014	BANK OF AMERICA 22774	License & Certification	20-23-00-6365	\$0.00
JULY2014	BANK OF AMERICA 22774	Uniforms - WWTP	20-24-00-6016	\$0.00
JULY2014	BANK OF AMERICA 22774	Minor Tools	20-24-00-6102	\$0.00
JULY2014	BANK OF AMERICA 22774	Chemicals	20-24-00-6104	\$0.00
JULY2014	BANK OF AMERICA 22774	Lab Supplies	20-24-00-6109	\$2,358.49
JULY2014	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-24-00-6110	\$0.00
JULY2014	BANK OF AMERICA 22774	Buildings & Grounds	20-24-00-6112	\$274.29
JULY2014	BANK OF AMERICA 22774	Fuel & Lube	20-24-00-6114	\$0.00
JULY2014	BANK OF AMERICA 22774	Fuel & Lube	20-24-00-6118	\$0.00
JULY2014	BANK OF AMERICA 22774	Lift Station Maintenance	20-24-00-6312	\$1,460.00
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	20-24-00-6316	\$115.75
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-24-00-6317	\$1,437.49
JULY2014	BANK OF AMERICA 22774	Required/Mandatory Testing	20-24-00-6357	\$0.00
JULY2014	BANK OF AMERICA 22774	License & Certification	20-24-00-6365	\$0.00
JULY2014 - 2	BANK OF AMERICA 22774	NPDES DISCHARGE	20-24-00-6376	\$510.50
JULY2014	BANK OF AMERICA 22774	Uniforms - Convenience Ctr.	20-26-00-6016	\$0.00
JULY2014	BANK OF AMERICA 22774	Minor Tools	20-26-00-6102	\$11.16
JULY2014	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-26-00-6110	\$0.00
JULY2014	BANK OF AMERICA 22774	Building & Grounds	20-26-00-6112	\$0.00
JULY2014	BANK OF AMERICA 22774	Miscellaneous Supplies	20-26-00-6114	\$0.00
JULY2014	BANK OF AMERICA 22774	Fuel & Lube	20-26-00-6118	\$0.00
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	20-26-00-6316	\$0.00
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-26-00-6317	\$64.00
1409968/1409969	WASTE CONNECTIONS, INC	Sanitation Convenience Center Service	20-26-00-6375	\$5,141.86
JULY2014	BANK OF AMERICA 22774	Uniforms - Line Maintenance	20-27-00-6016	\$191.70
JULY2014	BANK OF AMERICA 22774	Minor Tools	20-27-00-6102	\$2,136.97
JULY2014	BANK OF AMERICA 22774	Chemicals	20-27-00-6104	\$33.99
JULY2014	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-27-00-6110	\$701.14
JULY2014	BANK OF AMERICA 22774	Buildings and Grounds	20-27-00-6112	\$13.45
JULY2014	BANK OF AMERICA 22774	Fuel & Lube	20-27-00-6118	\$0.00
JULY2014	BANK OF AMERICA 22774	Water/Sewer Maintenance	20-27-00-6119	\$13,495.16
JULY2014	BANK OF AMERICA 22774	Water Meters	20-27-00-6129	\$650.39

City of Guthrie 8/21/2014 5:03pm
A/P Claims List
 from 8/21/2014 to 8/21/2014

Invoice #	Vendor	Description	Account	Cost
JULY2014	BANK OF AMERICA 22774	Street/Sidewalks	20-27-00-6313	\$0.00
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	20-27-00-6316	\$3,021.80
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-27-00-6317	\$105.32
JULY2014	BANK OF AMERICA 22774	Miscellaneous Services/Charges	20-27-00-6346	\$0.00
JULY2014	BANK OF AMERICA 22774	License & Certification - Line Maintenance	20-27-00-6365	\$0.00
JULY2014	BANK OF AMERICA 22774	License & Certification	20-27-00-6365	\$0.00
JULY2014	BANK OF AMERICA 22774	Chemicals	20-29-00-6104	\$1,200.00
JULY2014	BANK OF AMERICA 22774	Building & Grounds	20-29-00-6112	\$91.49
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-29-00-6317	\$0.00
JULY2014 - 2	BANK OF AMERICA 22774	ADMIN CHARGES	20-29-00-6320	\$5,000.00
		Total GPWA OPERATING FUND		\$126,804.33
JULY2014 - 2	BANK OF AMERICA 22774	HEALTHY COMMUNITY INCENTIVE GRANT	30-30-05-6578	\$1,036.00
JULY2014	BANK OF AMERICA 22774	Library: State Aid (ODL)	30-30-06-6541	\$504.63
JULY2014	BANK OF AMERICA 22774	Police: OSBI Grant	30-30-07-6357	\$0.00
JULY2014	BANK OF AMERICA 22774	Bullet Proof Vest Grant	30-30-07-6597	\$0.00
		Total GRANTS FUND		\$1,540.63
JULY2014	BANK OF AMERICA 22774	Pool Improvements	45-45-00-6509	\$0.00
JULY2014	BANK OF AMERICA 22774	Highland Hall and Park Repairs	45-45-00-6531	\$0.00
JULY2014	BANK OF AMERICA 22774	Park Improvements	45-45-00-6545	\$0.00
JULY2014	BANK OF AMERICA 22774	Lake Improvents	45-45-00-6546	\$23,416.25
		Total HOTEL/MOTEL TAX FUND		\$23,416.25
JULY2014	BANK OF AMERICA 22774	All Copier Lease	54-54-02-6705	\$1,838.48
2926953	AT&T CAPITAL SERVICES, INC.	Lease/Purchase of ShoreTel Phone System	54-54-02-6710	\$925.62
JULY2014	BANK OF AMERICA 22774	E911	54-54-07-6514	\$0.00
		Total CAPITAL PROJECTS		\$2,764.10
JULY2014 - 2	BANK OF AMERICA 22774	SEWER LINE REHAB	55-55-00-6547	\$162.24
		Total CMOM Fee		\$162.24
02-020481-022	UTILITY DEPOSIT REFUND		71-00-00-5555	\$38.16
02-023622-015	UTILITY DEPOSIT REFUND		71-00-00-5555	\$19.72
03-031400-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$18.54
09-090540-010	UTILITY DEPOSIT REFUND		71-00-00-5555	\$75.00
09-091855-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$99.71
10-100766-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$28.36
11-111815-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$45.03
12-121331-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$161.91
15-151310-026	UTILITY DEPOSIT REFUND		71-00-00-5555	\$30.97
99-993715-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$38.34
		Total UTILITY DEPOSIT FUND		\$555.74
JULY2014	BANK OF AMERICA 22774	Building & Grounds	72-72-00-6112	\$0.00
JULY2014	BANK OF AMERICA 22774	Computer Operations	72-72-00-6311	\$0.00
JULY2014	BANK OF AMERICA 22774	Tent & Burial Supplies	72-72-00-6554	\$0.00
		Total CEMETERY CARE FUND		\$0.00
JULY2014	BANK OF AMERICA 22774	Professional Development (Airport)	98-98-00-6048	\$0.00
JULY2014	BANK OF AMERICA 22774	Office Supplies	98-98-00-6101	\$0.00
JULY2014	BANK OF AMERICA 22774	Minor Tools	98-98-00-6102	\$383.80
JULY2014	BANK OF AMERICA 22774	Safety Supplies/Apparel	98-98-00-6110	\$42.91
2034975	4 J's CRACK AND SEAL (23009)	CRACK & SEAL WORK ON TAXILANE FOR	98-98-00-6112	\$3,975.00

A/P Claims List

from 8/21/2014 to 8/21/2014

Invoice #	Vendor	Description	Account	Cost
JULY2014	BANK OF AMERICA 22774	Building & Grounds	98-98-00-6112	\$839.73
JULY2014	BANK OF AMERICA 22774	Telephone & Internet	98-98-00-6301	\$0.00
JULY2014	BANK OF AMERICA 22774	Printing	98-98-00-6308	\$0.00
JULY2014	BANK OF AMERICA 22774	Airport Beacon	98-98-00-6315	\$1,528.25
JULY2014	BANK OF AMERICA 22774	Vehicle Maintenance	98-98-00-6316	\$0.00
JULY2014	BANK OF AMERICA 22774	Machine/Equipment Maintenance	98-98-00-6317	\$952.33
JULY2014	BANK OF AMERICA 22774	Professional Services	98-98-00-6373	\$0.00
11071360-26	GARVER 22519	AIP ADMIN SERV CONSTR SERV #3-40-	98-98-94-6373	\$21,577.30
T520358	TERRACON (31)	MATERIALS TESTING - TWY C/NW DEV	98-98-94-6588	\$1,043.00
T529916	TERRACON (31)	MATERIALS TESTING - TWY C/NW DEV	98-98-94-6588	\$5,019.50
T544858	TERRACON (31)	MATERIALS TESTING - TWY C/NW DEV	98-98-94-6588	\$2,993.50
t549325	TERRACON (31)	MATERIALS TESTING - TWY C/NW DEV	98-98-94-6588	\$2,975.00
10	SURETY MANAGEMENT	TAXIWAY C REHAB CONSTRUCTION SERV	98-98-94-6590	\$177,129.84
		Total AIRPORT FUND		\$177,129.84
		Total All Funds		\$436,581.87

City of Guthrie
A/P Claims List
from 8/22/2014 to 8/22/2014

Invoice #	Vendor	Description	Account	Cost
August2014	PRAIRIE GOTHIC 23066	AUGUST BLOCK PARTY	01-05-53-6342	\$1,000.00
		Total GENERAL FUND		\$1,000.00
August2014	USPS - UNITED STATES POSTAL	Postage	20-21-00-6309	\$2,000.00
		Total GPWA OPERATING FUND		\$2,000.00
		Total All Funds		\$3,000.00

City of Guthrie 8/29/2014 3:03pm
A/P Claims List
 from 8/29/2014 to 8/29/2014

Invoice #	Vendor	Description	Account	Cost
627	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$3.00
194	GOOCH-SMITH ELECTRIC(1279)	MISC WORK	01-01-00-6112	\$159.00
2164	HURLEY PLUMBING 267	REPLACE 3 TOILETS IN THE PUBLIC	01-01-00-6112	\$1,380.75
20142050	C.O.P.S. PRODUCTS, L.L.C.	SGT. COLLAR BRASS GOLD	01-07-70-6114	\$14.52
624	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$14.40
626	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$8.40
631	GHM ENTERPRISES (1097)	Laundry - Police Department	01-07-70-6310	\$2.40
2167	HURLEY PLUMBING 267	REPAIRS TO THE SHELTER	01-07-72-6112	\$67.00
		Total GENERAL FUND		\$1,649.47
4019	FORMS PLUS (185)	WINDOW ENVELOPE	20-21-00-6308	\$1,711.35
2026098	MYERS ENGINEERING	Storm water holding pond Sludge Removal -	20-21-00-6373	\$1,230.00
2026106	MYERS ENGINEERING	Various Plan Review	20-21-00-6373	\$3,500.00
615	GHM ENTERPRISES (1097)	BLANKET FOR LAUNDRY - WWTP	20-24-00-6016	\$7.20
618	GHM ENTERPRISES (1097)	BLANKET FOR LAUNDRY - WWTP	20-24-00-6016	\$3.00
620	GHM ENTERPRISES (1097)	BLANKET FOR LAUNDRY - WWTP	20-24-00-6016	\$7.80
		Total GPWA OPERATING FUND		\$6,459.35
2168 / 2169	HURLEY PLUMBING 267	LIBERTY LAKE HOUSE REPAIRS TO Total HOTEL/MOTEL TAX FUND	45-45-00-6546	\$3,248.65 \$3,248.65
14038.1	TJ CAMPBELL CONST CO 1573	STREET CIP	54-55-12-6521	\$177,950.00
14038.2	TJ CAMPBELL CONST CO 1573	WALKER ASPHALT OVERLAY	54-55-12-6521	\$22,000.00
		Total CAPITAL PROJECTS		\$199,950.00
02-023430-012	UTILITY DEPOSIT REFUND		71-00-00-5555	\$25.91
03-031550-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$31.02
04-044150-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$3.49
05-050800-011	UTILITY DEPOSIT REFUND		71-00-00-5555	\$8.17
13-131511-009	UTILITY DEPOSIT REFUND		71-00-00-5555	\$4.14
14-142390-006	UTILITY DEPOSIT REFUND		71-00-00-5555	\$51.99
99-991361-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$36.01
		Total UTILITY DEPOSIT FUND		\$160.73
		Total All Funds		\$211,468.20

A/P Claims List

from 9/4/2014 to 9/4/2014

Invoice #	Vendor	Description	Account	Cost
SEPT2014	FLEETCOR TECHNOLOGIES	Guthrie Housing Authority	01-01-00-6118	\$149.02
SEPT2014	OKLAHOMA NATURAL GAS	Natural Gas Billing - General	01-01-00-6307	\$773.52
AUG2014	CITY OF EDMOND (21508)	IT Support with City of Edmond	01-01-00-6373	\$1,106.86
SEPT2014	FLEETCOR TECHNOLOGIES	Building Services	01-02-25-6118	\$179.39
SEPT2014	FLEETCOR TECHNOLOGIES	Community Development	01-05-50-6118	\$72.62
SEPT2014	FLEETCOR TECHNOLOGIES	Code Compliance	01-05-51-6118	\$63.00
SEPT2014	FLEETCOR TECHNOLOGIES	Police Administration	01-07-70-6118	\$4,366.46
SEPT2014	FLEETCOR TECHNOLOGIES	Streets Department	01-12-00-6118	\$3,380.06
SEPT2014	FLEETCOR TECHNOLOGIES	Fleet	01-14-00-6118	\$142.40
SEPT2014	SHINEY BAYS (22581)	Car Wash GPWA	01-14-41-6116	\$56.00
SEPT2014	RURAL WATER DISTRICT	Water for 6512 S Coltrane, Mitchal Park, RV	01-15-11-6112	\$69.40
SEPT2014	FLEETCOR TECHNOLOGIES	Parks and Grounds	01-15-11-6118	\$2,774.81
		Total GENERAL FUND		\$13,133.54
SEPT2014	FLEETCOR TECHNOLOGIES	Suppression	09-09-90-6118	\$810.39
SEPT2014	FLEETCOR TECHNOLOGIES	EMS	09-09-92-6118	\$3,356.25
AUG2014	INTERMEDIX (22025)	Professional Services	09-09-92-6373	\$5,662.14
SEPT2014	FLEETCOR TECHNOLOGIES	Fire Administration	09-09-96-6118	\$627.01
		Total FIRE/EMS FUND		\$10,455.79
003794	NORTHERN POWER SYSTEMS	PREVENTIVE MAINTENANCE ON WIND	20-21-00-6112	\$2,200.00
SEPT2014	OKLAHOMA NATURAL GAS	Natural Gas Billing - GPWA	20-21-00-6307	\$471.99
100220	SOUTHWEST CHEMICAL (20977)	Blanket PO for Chemicals	20-23-00-6104	\$774.50
99949	SOUTHWEST CHEMICAL (20977)	Blanket PO for Chemicals	20-23-00-6104	\$1,449.50
SEPT2014	FLEETCOR TECHNOLOGIES	WTP	20-23-00-6118	\$474.53
SEPT2014	FLEETCOR TECHNOLOGIES	WWTP	20-24-00-6118	\$278.35
5995	S & D ELECTRIC MOTOR SHOP	REPAIR LIFT PUMP #4 MOTOR	20-24-00-6317	\$2,020.42
SEPT2014	FLEETCOR TECHNOLOGIES	Convenience Center	20-26-00-6118	\$539.17
SEPT2014	FLEETCOR TECHNOLOGIES	Line Maintenance	20-27-00-6118	\$6,491.75
		Total GPWA OPERATING FUND		\$14,700.21
SEPT2014	COMMUNITY STATE BANK	Warren Cat Equipment - Front Loader Loan	54-56-12-6718	\$2,687.82
		Total CAPITAL PROJECTS		\$2,687.82
02-022331-009	UTILITY DEPOSIT REFUND		71-00-00-5555	\$60.36
07-070869-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$11.71
08-081751-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$25.21
13-132890-010	UTILITY DEPOSIT REFUND		71-00-00-5555	\$80.53
		Total UTILITY DEPOSIT FUND		\$177.81
2034976	4 J's CRACK AND SEAL	CRACK & SEAL WORK ON TAXILANE FOR	98-98-00-6112	\$13,316.00
SEPT2014	FLEETCOR TECHNOLOGIES	Airport	98-98-00-6118	\$450.53
2026122	MYERS ENGINEERING	SCHEMATIC	98-98-00-6373	\$3,500.00
		Total AIRPORT FUND		\$17,266.53
SEPT2014	OKLAHOMA DEPARTMENT OF	Spirit Wing Loan	99-99-00-6702	\$1,041.67
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		\$1,041.67
		Total All Funds		\$59,463.37

A/P Claims List

from 9/9/2014 to 9/9/2014

Invoice #	Vendor	Description	Account	Cost
AUG2014	C.L.E.E.T. (125)	Municipal Court Collection for CLEET	01-00-00-2012	\$396.58
AUG2014	O.S.B.I. (820)	Municipal Court Collection AFIS And Forensic	01-00-00-2012	\$423.44
Aug2014	OKLAHOMA UNIFORM BLDG	Permit Fee Collections	01-00-00-2013	\$112.00
2035003	DIANA WEBBER (23091)	refund animal bond - adoption #23091	01-00-00-2017	\$25.00
2035002	MELISA OLAH (23092)	Refund animal bond - adoption 680	01-00-00-2017	\$25.00
2034973	SAM'S CLUB DIRECT	MISC SUPPLIES	01-01-00-6100	\$182.07
2034973	SAM'S CLUB DIRECT	MISC SUPPLIES	01-01-00-6103	\$66.24
2173	HURLEY PLUMBING 267	MISC PLUMBING REPAIRS	01-01-00-6112	\$79.95
2034973	SAM'S CLUB DIRECT	FLOOR MATS	01-01-00-6112	\$39.64
2034973	SAM'S CLUB DIRECT	COFFEE SUPPLIES	01-01-00-6114	\$103.76
AUG 2014	OG&E 405	Electric Billing - General	01-01-00-6305	\$9,025.80
AUG 2014	OG&E 405	Electric Billing - Street Lighting	01-01-00-6306	\$11,495.19
8388	CRAWFORD &	PROFESSIONAL SERVICES	01-01-00-6330	\$190.00
2034973	SAM'S CLUB DIRECT	COFFEE SUPPLIES	01-07-70-6114	\$161.44
SEPT2014 - PD	SHINEY BAYS (22581)	Car Wash Police Department	01-07-70-6316	\$254.00
SEPT2014	OKLA DEPARTMENT OF PUBLIC	OLETS Maintenance	01-07-79-6304	\$350.00
		Total GENERAL FUND		\$22,930.11
2034973	SAM'S CLUB DIRECT	COFFEE SUPPLIES	20-21-00-6114	\$69.90
AUG 2014	OG&E 405	Electric Billing - GPWA	20-21-00-6305	\$11,283.41
AUG2014	DHH DISPOSAL 22381	AUGUST 2014 CONTRACTED TRASH	20-21-00-6348	\$192.50
		Total GPWA OPERATING FUND		\$11,545.81
2035001	HARBOUR WINN 22872	PRESENTER HONORARIUM AND MILEAGE	30-30-06-6541	\$185.84
		Total GRANTS FUND		\$185.84
193	GOOCH-SMITH ELECTRIC(1279)	HOOK UP DISPOSAL AT LAKE HOUSE	45-45-00-6546	\$198.06
		Total HOTEL/MOTEL TAX FUND		\$198.06
SEP2014	OKLA WATER RESOURCES/	Series 2008 Drinking Water (ORF-08-009-DW)	50-50-00-6714	\$51,371.13
SEPT2014	OKLA WATER RESOURCES/	Series 2009 Drinking Water (ORF-08-0009-	50-50-00-6714	\$107,848.13
		Total WATER TREATMENT PLANT FUND		\$107,848.13
2035000	OKLA WATER RESOURCES/	CMOM & Digester Semi-Annual Payments	54-55-24-6714	\$19,286.34
		Total CAPITAL PROJECTS		\$19,286.34
2035000	OKLA WATER RESOURCES/	CMOM & Digester Semi-Annual Payments	55-55-00-6714	\$148,105.58
		Total CMOM Fee		\$148,105.58
02-020470-006	UTILITY DEPOSIT REFUND		71-00-00-5555	\$210.70
07-070871-006	UTILITY DEPOSIT REFUND		71-00-00-5555	\$46.11
07-072050-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$25.53
08-083430-014	UTILITY DEPOSIT REFUND		71-00-00-5555	\$38.45
09-091285-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$0.18
12-122230-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$32.72
		Total UTILITY DEPOSIT FUND		\$353.69
AUG 2014	OG&E 405	Electric Billing - Airport/GERA	98-98-00-6305	\$648.55
		Total AIRPORT FUND		\$648.55
		Total All Funds		\$311,102.11