



63rd City Council

Mayor Steven J. Gentling

Ward I – John Wood, Ed Wood **Ward II** – Jeff Taylor, Brian Bothroyd

Ward III – Gaylord Z. Thomas, Sharyl Padgett

SPECIAL CITY COUNCIL MEETING WORKSHOP

Tuesday, September 1, 2015 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 sales tax.
4. Discussion regarding ethics policy.
5. Discussion regarding Main Street Program.
6. Request for future items of discussion.
7. Adjournment.



63rd City Council
Mayor Steven J. Gentling
Ward I - John Wood, Ed Wood Ward II - Jeff Taylor, Brian Bothroyd
Ward III - Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, September 1, 2015 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Public Comments, 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 18, 2015 1
4. Public Hearing and consider approval of Resolution No. 2015-17, adopting FY 2016 Budget for the Guthrie Public Works Authority Fund and Miscellaneous Funds 3
5. Adjournment.

CITY COUNCIL MEETING

63rd City Council
Tuesday, September 1, 2015, 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 council member or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the Special City Council Budget Workshop held on August 13, 2015 7
B. Consider approval of minutes of the City Council Workshop held on August 18, 2015 9
C. Consider approval of minutes of the Regular City Council Meeting held on August 18, 2015..... 10

- D. Consider approval to accept a grant in the amount of \$4,000 from the Oklahoma Department of Libraries for the purpose of conducting health literacy programming in the community and authorizing Library Staff to sign the corresponding agreement 13
- E. Consider authorizing Library Staff to institute Food for Fines Program for two months 16
- F. Consider approval to award Bid No. 2015-07, Demolition Services and Debris Removal, to the low bid of \$40,945.00 18
- G. Consider approval of authorizing staff to solicit bids for grass management of the City's 80 acres located at East College Street and Midwest Blvd and allow the Mayor to execute the contract 21
- 3. Public Hearing and consider approval of Resolution No. 2015-15, adopting FY 2016 Budget for the General Fund and Miscellaneous Funds 23
- 4. Discussion and possible action of Resolution No. 2015-18 executing the Safe Routes to School Project Agreement (Number 31480(28)) by and between the City of Guthrie and the Oklahoma Department of Transportation 28
- 5. City Manager's Report
- 6. Requests/comments from members of the City Council
- 7. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:
 - A. 307(B)(4), for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (City v. Leon Spitz)
- 8. Consider action regarding City v. Leon Spitz.
- 9. Adjournment.

MINUTES
GUTHRIE PUBLIC WORKS AUTHORITY MEETING
August 18, 2015

The regular meeting of the Guthrie Public Works Authority was posted on Friday, August 14, 2015, before 5:00 p.m. and held Tuesday, August 18, 2015, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Chairman Steven J. Gentling.

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

Chairman Steven J. Gentling called the meeting to order at 7:02 p.m.

Members Present:	Steven J. Gentling	John Wood	Gaylord Z. Thomas
	Jeff Taylor	Sharyl Padgett	Ed Wood
	Brian Bothroyd		

Members Absent: None

Staff Present:	Randel Shadid	Kim Biggs	Jim Ahlgren
	Maxine Pruitt	Cody Mosley	Don Sweger
	Cyndi O	Schellon Stanley	

Chairman Gentling declared a quorum with all Trustees in attendance.

Public Comments, Community Announcements and Recognition. None.

Consent Agenda. Motion by Trustee Bothroyd, seconded by Vice Chair J. Wood, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held August 4, 2015.
- B. Consider approval to solicit bids for the purchase and erection of a prefabricated structure to cover and protect the Liquid Chlorine Station at the Waste Water Treatment Plant and to prevent the liquid chlorine from freezing.
- C. Consider approval to solicit bids for replacing two sections of sewer line, approximately 800 linear feet, upgrading to twelve inch diameter sewer line.
- D. Consider approval of the receipt of Permit No. SL000042150517 for the construction of 1,202 linear feet of twelve (12) inch PVC, 3,739 linear feet of eight (8) inch PVC, 328 linear feet of six (6) inch PVC and 761 linear feet of four (4) inch PVC potable water line and all appurtenances to serve Noble Avenue water line replacement, Logan County, Oklahoma. This is relative to the State Job No. 21860(06), Project No. STPY-142A(102), State Highway 33. (Bridge over Cottonwood Creek, also known as Guthrie Viaduct).
- E. Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2016.
- F. Consider authorizing City staff to contract with MetLife to provide dental insurance coverage for City employees for fiscal year 2016.

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

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Chairman Gentling declared the motion carried unanimously.

Adjournment. There being no business for the Guthrie Public Works Authority Trustees, Chairman Gentling declared the meeting adjourned at 7:04p.m.

Kim Biggs, Secretary

Steven J. Gentling, Chairman



Agenda Item Cover Letter

Meeting: City Council, Date of Meeting: September 1, 2015, Contact: Kim Biggs, City Clerk/Treasurer

Agenda Item

Public Hearing and consider approval of Resolution No. 2015-17, adopting FY 2016 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 2016. The proposed budget has been presented and discussed with the Mayor and City Council. A public hearing is being held on September 1, 2015 for public comments. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2015-17 provides the City Manager with the flexibility to control 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: N/A, Amount: N/A, Legal Review: X N/A, Required, Completed Date:

Supporting documents attached

- Resolution No. 2015-17
Exhibit A

Recommendation

Approval of Resolution No. 2015-17, adopting the Fiscal Year 2016 Budget for the Guthrie Public Works Authority and Miscellaneous Funds.

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

RESOLUTION NO. 2015-17

A RESOLUTION OF THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY ADOPTING THE FISCAL YEAR 2016 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, 2016 (FY 2016) 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 does hereby adopt the FY 2016 Budget on the 1st day of September, 2015. 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 2016 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 1st day of September, 2015, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et. seq.)

Steven J. Gentling, Chairman

ATTEST: (Seal)

Kim Biggs, City Clerk

Approved as to form and legality on _____, 2015.

Randel Shadid, City Attorney

EXHIBIT A

GUTHRIE PUBLIC WORKS AUTHORITY FINANCIAL PLAN

	Guthrie	Water		Utility	GPWA	OKC		
	Public Works	Treatment	CMOM	Deposit	Stabilization	Waterline		
	Authority	Plant Fund	Fund	Fund	Fund	Fund		
REVENUES:								
Charges for Services	\$ 4,786,575	\$ 355,000	\$ 335,000	\$ -		\$ -		
Miscellaneous	\$ 5,000	\$ -	\$ -	\$ -		\$ -		
Interest	\$ 1,750	\$ 300	\$ 1,000	\$ 1,950	\$ 1,750	\$ 150		
Sale of Properties	\$ 21,000	\$ -	\$ -	\$ -		\$ -		
Rents & Royalties	\$ 10,000	\$ -	\$ -	\$ -		\$ -		
OWRB Loan	\$ -	\$ -	\$ -	\$ -		\$ -		
Interfund Transfers	\$ 1,593,567	\$ 744,860	\$ -	\$ -		\$ -		
Budgeted Fund Balance	\$ 111,009	\$ 200,000	\$ 103,585	\$ -		\$ 679,850		
TOTALS:	\$ 6,528,901	\$ 1,300,160	\$ 439,585	\$ 1,950	\$ 1,750	\$ 680,000		
EXPENDITURES:								
	Personal	Materials	Services	Fund	Capital	Debt	Fund	
	Services	& Supplies	& Charges	Transfers	Outlay	Service	Transfers	Total
GPWA General Government	\$ -	\$ 13,800	\$ 1,559,250	\$ 3,025,992	\$ -	\$ -	\$ -	\$ 4,599,042
Administration	\$ 285,874	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,874
Water Treatment Plant	\$ 214,502	\$ 371,500	\$ 91,700	\$ -	\$ -	\$ -	\$ -	\$ 677,702
Wastewater Treatment Plant	\$ 125,503	\$ 66,100	\$ 118,114	\$ -	\$ -	\$ -	\$ -	\$ 309,717
Convenience Center	\$ 50,735	\$ 8,750	\$ 51,250	\$ -	\$ -	\$ -	\$ -	\$ 110,735
Line Maintenance	\$ 343,031	\$ 132,000	\$ 52,300	\$ -	\$ -	\$ -	\$ -	\$ 527,331
Municipal Pool	\$ -	\$ 11,000	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ 18,500
TOTALS:	\$ 1,019,645	\$ 603,150	\$ 1,880,114	\$ 3,025,992		\$ -	\$ -	\$ 6,528,901
MISCELLANEOUS FUNDS:								
Water Treatment Plant Fund	\$ -	\$ -	\$ 160	\$ -	\$ -	\$ 1,300,000	\$ -	\$ 1,300,160
CMOM Fund	\$ -	\$ -	\$ 85	\$ -	\$ 264,500	\$ 175,000	\$ -	\$ 439,585
Utility Deposit Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,950	\$ 1,950
GPWA Stabilization Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OKC Waterline Fund	\$ -	\$ -	\$ -	\$ -	\$ 680,000	\$ -	\$ -	\$ 680,000

MINUTES
CITY COUNCIL MEETING
Budget Workshop
August 13, 2015

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Tuesday, August 11, 2015, before 5:00 p.m. and held Thursday, August 13, 2015, in the Guthrie City Hall 3rd Floor Conference Room.

Mayor Steven J. Gentling called the meeting to order at 5:30 p.m.

Members Present:	Steven J. Gentling	John Wood	Gaylord Z. Thomas
	Sharyl Padgett	Brian Bothroyd	

Members Absent:	Jeff Taylor	Ed Wood
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Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Maxine Pruitt	Cody Mosley	Don Sweger
	Cyndi O	Eric Harlow	Schellon Stanley

Mayor Gentling declared a quorum with all Council Members in attendance.

Public Comments. None.

Discussion regarding draft FY16 Budget. Discussion was held regarding the draft budget for FY16 including the differences in line items lesser and/or greater than 25% as compared to FY15. The budget is comprised of several funds that are separated for their different functions. The four major funds are the General Fund, Guthrie Public Works Authority Fund, Fire-EMS Fund, and the Airport fund. There are other smaller funds that deal with specialized operations, but do not amount to a large percentage of the City's annual operating budget. The FY16 proposed budget, including all funds and Interfund Transfers, is \$23,523,021 compared to \$23,837,573 in FY15 adopted budget, a reduction of \$314,552.

The City of Guthrie's primary sources of revenues are sales tax and utility revenues. The City budgeted \$4,700,000 in sales tax in FY15, but anticipates ending the year with sales tax revenue of \$4,578,000. The City anticipates an increase in sales tax estimates for FY16 by setting the budget for a proposed revenue of \$4,750,000, and will continue to monitor monthly revenues and align expenses accordingly. Utility Revenue is also a predominant funding source for the Guthrie Public Works Authority. For FY16, a total of \$4,614,075 has been budgeted for utility sales. Of this amount, \$2,624,075 comes from water sales, \$800,000 comes from sewer, and \$1,190,000 comes from sanitation collections. This revenue does not include revenue from the CMOM Fee, Water Treatment Plant Fee, or Utility Billing Fee. These fees are earmarked for their specific purpose and are not budgeted through the Guthrie Public Works Authority Revenue. In addition to the Water Treatment Plant Fee, the WTP fund also receives a transfer of \$744,860 from water sales in order to assist with the debt service on the Water Treatment Plant.

Other revenues include permits, franchise fees, user fees and municipal court assessments, fines and abatements. The total amount of revenue included in the FY16 budget without Interfund Transfers and Fund Balance is \$16,089,999. This number includes anticipated grant revenue and loan proceeds for all funds. The revenue (without Interfund Transfers) for the major operating funds which are the General Fund, Public Works, Fire-EMS, and the Airport Fund excluding Fund Balance is \$12,643,597.

The operating budgets are all costs to do business except for capital items and debt service payments. The total of the combined operating budgets for the FY16 budget is \$11,316,238 compared with \$10,802,673 originally budgeted in FY15. This is an increase of \$513,565 from the previous year. This increase is due to a variety of factors such as increasing personnel costs, health insurance, rising fuel costs, increasing chemical costs at the Water Treatment Plant, and rising property insurance costs.

Other revenues include permits, franchise fees, user fees and municipal court assessments, fines and abatements. The total amount of revenue included in the FY16 budget without Interfund Transfers and Fund Balance is \$16,089,999. This number includes anticipated grant revenue and loan proceeds for all funds. The revenue (without Interfund Transfers) for the major operating funds which are the General Fund, Public Works, Fire-EMS, and the Airport Fund excluding Fund Balance is \$12,643,597.

Council requested staff to increase the Dilapidated Structures line item by \$25,000. No other changes were requested. This item will be placed on the next workshop agenda for further discussion.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 6:45 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor

MINUTES
CITY COUNCIL MEETING
Council Workshop
August 18, 2015

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, August 14, 2015, before 5:00 p.m. and held Tuesday, August 18, 2015, in the Guthrie City Hall 3rd Floor Conference Room.

Mayor Steven J. Gentling called the meeting to order at 6:00 p.m.

Members Present:	Steven J. Gentling	John Wood	Gaylord Z. Thomas
	Jeff Taylor	Sharyl Padgett	Ed Wood
	Brian Bothroyd		

Members Absent: None

Staff Present:	Randel Shadid	Kim Biggs	Jim Ahlgren
	Maxine Pruitt	Cody Mosley	Don Sweger
	Cyndi O	Schellon Stanley	

Mayor Gentling declared a quorum with all Council Members in attendance.

Public Comments. None.

Discussion regarding low water dam. Bill Myers with Myers Engineering provided a brief update including a review of the completed engineering plans and stated that he is waiting on the completion of a geotechnical study that should begin next week. Mr. Myers anticipates receiving all of the data in late September that will provide a more accurate number for budgeting purposes. Once the project is awarded, construction will take 90 to 120 days.

Discussion regarding disc golf course. Council Member E. Wood stated that he was unable to reach Mr. Turk who is leading the effort in establishing a disc golf course at Highland Park. Municipal Services Director Pruitt stated that Mr. Turk and others met with the Park Board in January and that the Park Board asked for an estimated cost to construct a course using a portion of Highland Park. At this time, no estimate has been provided. Funding to construct the course was to be handled through donations and fundraising events. Council would like to continue discussing this item with Mr. Turk and requested that it be placed on the next workshop agenda.

Discussion regarding sales tax. City Manager Johnson is working on contacting companies that offer polling services and gathering cost estimates for the projects identified by the Guthrie Area Projects committee. Council would like to continue discussing this item with City Manager Johnson and requested that it be placed on the next workshop agenda.

Discussion regarding draft FY16 Budget. City Clerk/Treasurer Biggs stated that staff is working on making adjustments in order to increase the dilapidated structure line item. A public hearing is scheduled for September 1st with the option of adopting the budget during the Council meeting.

Request for future items of discussion. Disc Golf, Sales Tax, Drilling Requirements, Update from Board Chairs, Public Comment, Ethics Policy, Main Street Program, and CVB Update.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 6:46 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor

MINUTES
CITY COUNCIL MEETING
August 18, 2015

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, August 14, 2015, before 5:00 p.m. and held Tuesday, August 18, 2015, in the Guthrie City Hall Council Chambers.

Mayor Steven J. Gentling called the meeting to order at 7:05 p.m.

Members Present:	Steven J. Gentling	John Wood	Gaylord Z. Thomas
	Jeff Taylor	Sharyl Padgett	Ed Wood
	Brian Bothroyd		

Members Absent: None

Staff Present:	Randel Shadid	Kim Biggs	Jim Ahlgren
	Maxine Pruitt	Cody Mosley	Don Sweger
	Cyndi O	Schellon Stanley	

Mayor Gentling declared a quorum with all Council Members in attendance.

Consent Agenda. Motion by Council Member Taylor, seconded by Council Member Bothroyd, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the City Council Workshop held on August 4, 2015.
- B. Consider approval of minutes of the Regular City Council Meeting held on August 4, 2015.
- C. Consider approval of the School Resource Officer (SRO) Agreement between the City of Guthrie and Guthrie Public School District.
- D. Consider approval to solicit bids for construction of a pilots' lounge at Guthrie-Edmond Regional Airport.
- E. Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2016.
- F. Consider authorizing City staff to contract with MetLife to provide dental insurance coverage for City employees for fiscal year 2016.

Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Historic Preservation Commission appeal. Motion by Council Member E. Wood, seconded by Council Member Bothroyd, moved to deny the request for appeal and require the applicant to remove the handrails installed at 105 West Cleveland Avenue. City Attorney Shadid requested

that Council Member E. Wood recuse himself from discussing this item due to his role on the Historic Preservation Commission when this item was first heard. Council Member E. Wood withdrew his motion and left the Council Chambers at 7:29 p.m. A motion was made by Council Member Thomas, seconded by Council Member Taylor, moved to accept the appeal and require no other action to be taken by the applicant regarding the handrails installed at 105 West Cleveland Avenue. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, Thomas, Taylor, Padgett
Nay: J. Wood, Bothroyd

Mayor Gentling declared the motion carried with four (4) ayes and two (2) nays.

Council Member E. Wood returned to the Council Chambers at 7:32 p.m.

Public hearing, Ordinance No. 3272. No public comments. Motion by Council Member Thomas, seconded by Council Member E. Wood, moved approval of Ordinance No. 3272, amending the zoning ordinance from A-2 to C-3 for Parcel Numbers 420012618 and 420048256 located just north of College Avenue and immediately adjacent west of I-35 as recommended by the Planning Commission. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Public hearing, Ordinance No. 3273. No public comments. Motion by Council Member Thomas, seconded by Council Member E. Wood, moved approval of Ordinance No. 3273, amending the zoning ordinance from R-1 to C-3 for the property surrounding 1911 E. Oklahoma Avenue as recommended by the Planning Commission. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

City Manager's Report. None.

Requests/comments from the members of the City Council. Council Members expressed concern for the City Manager and his family and reminded the community that school starts Thursday and asked that all residents be attentive to pedestrians and school zones.

Executive Session. Motion by Council Member Bothroyd, seconded by Council Member Padgett, moved approval to convene into Executive Session pursuant to the authority of Title 25, O.S. 2001, Section:

- A. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (City v. Leon Spitz)

Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously at 7:33 p.m. Attending Executive were: Mayor Gentling, Vice Mayor J. Wood, Council Members Thomas, Taylor, Padgett, E. Wood, and Bothroyd; and City Attorney Shadid.

Reconvene. Mayor Gentling reconvened the Guthrie City Council Meeting at 7:49 p.m. and stated no action was taken in Executive Session.

Consider action regarding City v. Leon Spitz. Motion by Council Member Thomas, seconded by Council Taylor, moved to authorize the City Attorney to continue to negotiate. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd

Nay: None

Mayor Gentling declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 7:50 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor



Agenda Item Cover Letter

Meeting

x City Council
GPWA
Other:

Date of Meeting

September 1, 2015

Contact

Cynthia O,
Director of Library Services

Agenda Item

Consider approval to accept a grant in the amount of \$4,000 from the Oklahoma Department of Libraries for the purpose of conducting health literacy programming in the community and authorizing Library Staff to sign the corresponding agreement.

Summary

This grant from the Oklahoma Department of Libraries is available to public libraries in Oklahoma to present health literacy programming. The grant, funded by the Institute of Museum and Library Services and administered through the Oklahoma Department of Libraries, is awarded for projects designed to provide resources and training opportunities that enhance community awareness about health and wellness. Guthrie Public Library is one of eleven libraries in the state to receive this grant.

Funding Expected Revenue Expenditure x N/A

Budgeted Yes No x N/A

Account Number LIB 30-30-06-6541 Amount \$4000.00

Legal Review x N/A Required Completed Date:

Supporting documents attached

- Health Literacy Project Contract with Oklahoma Department of Libraries

Recommendation

Authorize Library Staff to submit the grant agreement and accept grant funds from the Oklahoma Department of Libraries to conduct health literacy programming.

Action Needed Public Hearing x Motion Emergency Clause

CONTRACT

THIS CONTRACT is made and entered into on this 19th of August, 2015, by and between the **Oklahoma Department of Libraries**, hereinafter referred to as the **Department**, **Guthrie Public Library**, hereinafter referred to as the **Grantee**.

WHEREAS, in 2014, Oklahoma was ranked the 46th healthiest state; and whereas, forty-three percent of Oklahoma adults have *below basic* or *basic* prose literacy skills; and whereas, the ability to read and understand health information is critical to an individual's ability to make informed health decisions,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Project Action:**

The Grantee agrees to:

- a. use grant funds to provide resources, information, and training as outlined in the approved health literacy proposal;
- b. publicize the grant award and related projects locally;
- c. include the Institute of Museum and Library Services logo on all print information;
- d. participate in a health literacy video conference at 9:30 on September 29, 2015, if possible;
- e. provide health literacy information to a minimum of 100 members of the community;
- f. provide health literacy instruction to a minimum of eight adult learners;
- g. network with at least two community organizations such as local healthcare facilities, shelters, retirement centers, or similar organizations; and
- h. maintain related statistics, copies of all related print information, and at least one photograph with photo release.

2. **Project Funds:**

- a. The Department will provide the Grantee the sum of **Four Thousand Dollars (\$4,000)** to expand health literacy services.
- b. Expenditures for this project must conform to the approved budget, to applicable State laws and regulations, to Institute of Museum and Library Services (IML) regulations, and the conditions of this contract.
- c. The Department must approve any deviation from the proposed budget in excess of \$100. The Grantee shall expend all funds received under this contract by **September 30, 2016**. Any funds remaining after termination of this contract shall be returned to the Department within thirty (30) days.
- d. The Grantee will keep separate accounting records of grant funds and retain such records for a period of five (5) years. Such records relating to this contract shall be accessible and available for examination by persons authorized by the Department or its designated examiners.
- e. The Grantee assures that expenditures under this contract shall be included in its next regular financial review or audit.

- f. Evidence of failure to comply with the above policies shall result in a hold being placed on all pending grant awards and payments from the Department until compliance can be assured.

3. Project Reports and Records:

- a. The Final Project Statistical and Outcomes Report must be received by **October 14, 2016**.
- b. The Grantee will keep copies of all invoices paid with grant funds.
- c. The Department will monitor the health literacy grant through review of Final Project Statistical and Outcomes Report, making site visits, assessing whether activities underway or completed are contributing toward meeting the objectives of the project, and performing any other inspections necessary to insure that regulations applicable to the Department's contract are being met. The Grantee shall make available project records and personnel to enable the Department to monitor this project.

4. Project Timetable:

- a. The terms of this contract shall be from **August 19, 2015** through **September 30, 2016**, with the Final Project Statistical and Outcomes Report submitted on or before **October 14, 2016**.
- b. If this contract is not signed by both parties within thirty days of the beginning date, it shall become null and void.

Authority:

Each signatory to this contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said contract and accepts liability for any misrepresentation of such authority.

Guthrie Public Library

Oklahoma Department of Libraries

Library Director

Susan C. McVey, Director

Date

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES

Assurances:
Fund 400-15, ob sub 2551121 is encumbered for this contract.

Business Manager _____ Date _____

LSTA Coordinator _____ Date _____

Lead Officer _____ Date _____



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

September 1, 2015

Contact

Cynthia O,
Director of Library Services

Agenda Item

Consider authorizing Library Staff to institute Food for Fines Program for two months.

Summary

As part of the library's continuing effort to support the citizens of Logan County, the staff will offer a Food for Fines program, September 1 through October 31, 2015. For each can of food a customer brings into the library, the library will forgive \$1 in fines for that individual's account. Food may not be exchanged for lost or damaged library materials fees. The library will accept only undamaged canned goods. Collected food will be given to God's Food Bank. This benefits the citizens who depend on God's Food Bank as well as our library customers.

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

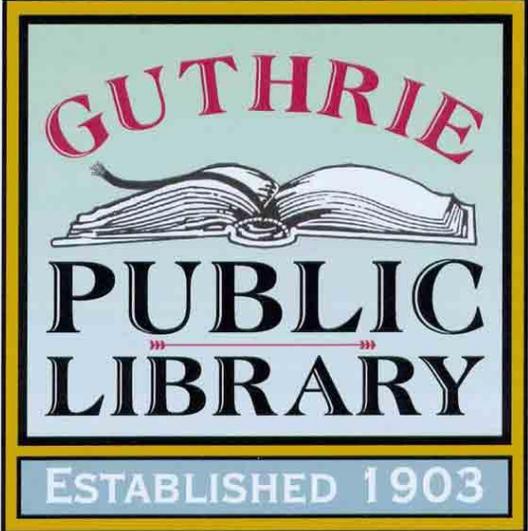
Supporting documents attached

- 2015 Food4Fines

Recommendation

Authorize Library Staff to institute Food for Fines program from September 1 through October 31, 2015.

Action Needed Public Hearing Motion Emergency Clause



Food for Fines



From **1 September – 31 October**, donate canned goods in exchange for overdue fines

1 canned food item = \$1 off fines

Food cannot be exchanged for lost or damaged library materials
Undamaged canned goods only- no perishables, jars, or bags

**All donations go to
God's Food Bank**



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 1, 2015	Contact Jessie Bryan, Purchasing Agent
----------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------	-----------------------------------------------------

Agenda Item

Consider approval to award Bid No. 2015-07, Demolition Services and Debris Removal, to the low bid of \$40,945.00 to Midwest Wrecking, Oklahoma City for the demolition and removal of 502 S. Drexel, 506 S. 3rd St., 411 S. Walnut, 502 E. Lincoln, and 711 S. Locust, and authorize staff to execute a contract.

Summary

On July 21, 2015 council gave permission to solicit bids for the demolition of 11 properties city staff identified as dilapidated structures throughout the community in need of repair or removal. On August 18, two sealed bids were received. One was from EMI, INC which did not contain the required bid bond therefore the bid could not be considered. The other bid received was from Midwest Wrecking for a total of \$137,060. For budget year FY2015 we have allocated \$47,000 to demolish dilapidated properties. We are recommending these 5 properties due to location and budget. The Barn located at 211 N 1st St cannot be demolished without compromising the structure located just to the north. Staff will work on a solution. Since the project was published in the Guthrie News Leader there were 2 property owners were granted extensions to bring the properties up to code on their own.* The remaining properties will be demolished in FY2016.**

The properties identified include:

211 N. 1 st Street (Barn)	303 E. Lincoln*
502 S. Drexel	508 S. 4 th Street**
506 S 3rd Street	623 E Oklahoma*
411 S. Walnut	202 S. Drexel**
502 E. Lincoln	711 S. Locust
514 S. 4 th Street**	

Funding Expected	_____ Revenue	_____ Expenditure	<input checked="" type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	_____ No	_____ N/A
Account Number	<u>01-05-51-6354</u>	Amount	<u>\$40,945.00</u>
Legal Review	<input checked="" type="checkbox"/> N/A	_____ Required	Completed Date: _____

Supporting documents attached

- Bid Tabulation Sheet

Recommendation

Approve awarding Bid No. 2015-07, Demolition Services and Debris Removal, to Midwest Wrecking

Action Needed Public Hearing Motion Emergency Clause

Bid Tab Sheet for **Bid No. 2015-17** Demolition Services and Debris Removal
 Bid Opening: August 18, 2015 at 2:00 p.m.

	N 1st St (BARN)	502 S Drexel	506 S 3rd St	411 S Walnut	502 E Lincoln	514 S 4th St	303 E Lincoln	508 S 4th St	623 E Oklahoma	202 S Drexel	711 S Locust	ALL:	Required Forms
EMI, Inc., Guthrie	NO Bid Bond	NO Bid Bond	NO Bid Bond	NO Bid Bond	NO Bid Bond	NO Bid Bond	NO Bid Bond	NO Bid Bond	NO Bid Bond	NO Bid Bond	NO Bid Bond		
Midwest Wrecking, Oklahoma City	Base bid 58,230 - Alt tree removal 7,360 - Alt Backfill basement 19,630	\$9,670	\$9,590	\$8,640	\$6,205	\$2,140	\$8,635	\$6,910	\$13,870	\$6,330	\$6,840	\$137,060	YES



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

September 1, 2015

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval of authorizing staff to solicit bids for grass management of the City's 80 acres located at East College Street and Midwest Blvd and allow the Mayor to execute the contract.

Summary

The City of Guthrie's 80 acres is the area located at East College Street and Midwest Boulevard. It is described as located in the Southwest Quarter (SW/4) of Section Two (2), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma as 80 acres mol.

The specifications are written to allow the City to contract with an individual who will mow the property at least two times each year or graze the property according to the specifications and will pay the City for the use of the property. The cost of maintaining this property by City Personnel is \$1,600 per year. The lease is for two (2) years and may be terminated without any notice or demand whatsoever.

Funding Expected X Revenue Expenditure N/A
Budgeted X Yes No N/A
Account Number Amount To be determined by highest and best bid.
Legal Review X N/A Required Completed Date:

Supporting documents attached

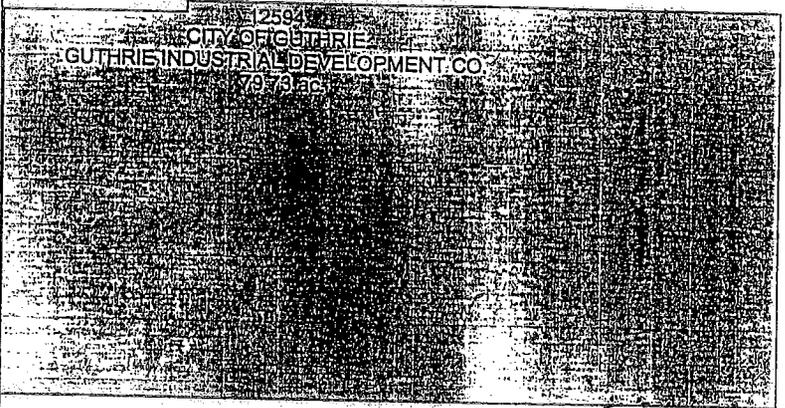
- Map

Recommendation

Approve authorizing staff to solicit bids for grass management of the City's 80 acres located at East College Street and Midwest Blvd.

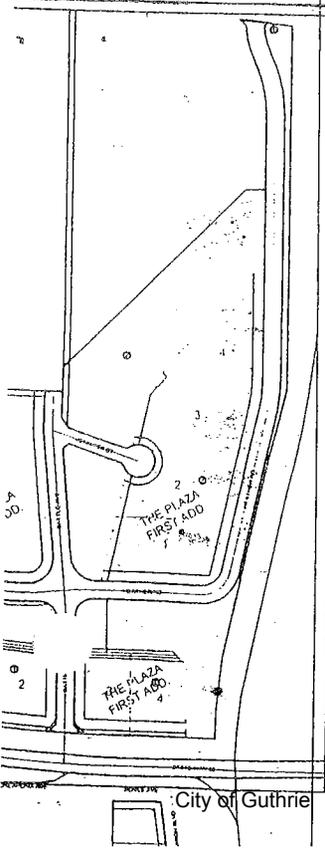
Action Needed Public Hearing X Motion Emergency Clause

MIDWEST BLVD



12594
CITY OF GUTHRIE
GUTHRIE INDUSTRIAL DEVELOPMENT CO.
79.73 ac.

COLLEGE
AVE





Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

September 1, 2015

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Public Hearing and consider approval of Resolution No. 2015-15, adopting FY 2016 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 2016. The proposed budget has been presented and discussed with the Mayor and City Council. A public hearing is being held on September 4, 2015 for public comments. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2015-15 provides the City Manager with the flexibility to control 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 X N/A
Budgeted Yes No X N/A
Account Number N/A Amount N/A
Legal Review X N/A Required Completed Date:

Supporting documents attached

- Resolution No. 2015-15
Exhibit A

Recommendation

Approval of Resolution No. 2015-15, adopting the Fiscal Year 2016 Budget for the General Fund and Miscellaneous Funds.

Action Needed X Public Hearing X Motion Emergency Clause

RESOLUTION NO. 2015-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE
ADOPTING THE FISCAL YEAR 2016 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 2016 Annual Budget on September 1, 2015 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 2016; 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 2016 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 1st day of September, 2015, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et. seq.)

Steven J. Gentling, Mayor

ATTEST: (Seal)

Kim Biggs, City Clerk

Approved as to form and legality on _____, 2015.

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	\$ 220,000	\$ -	\$ -	\$ 37,500	\$ -	\$ -	
Interfund Transfer	\$ 1,941,667	\$ 1,177,515	\$ 50,620	\$ -	\$ 525,515	\$ -	
Interest Income	\$ 2,200	\$ 300	\$ -	\$ 175	\$ 150	\$ 100	
Miscellaneous Income	\$ 164,848	\$ 5,000	\$ -		\$ -	\$ -	
Fees & Permits	\$ 286,180	\$ -	\$ -	\$ -	\$ -	\$ -	
Taxes	\$ 5,753,000	\$ -	\$ -	\$ 175,000	\$ -	\$ -	
Cemetery Lot/Interment/Fee	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 9,500	
Rents & Royalties	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Sale of Assets	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Intergovernmental	\$ -	\$ 415,285	\$ 1,182,403	\$ 112,500	\$ 1,000,000	\$ -	
Enhanced 911 Revenue	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ -	
Charges for Services	\$ 64,000	\$ 672,500	\$ -	\$ -	\$ 235,000	\$ -	
Municipal Court Fines	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS:	\$ 8,766,895	\$ 2,270,600	\$ 1,233,023	\$ 325,175	\$ 1,765,165	\$ 9,600	
	Stabilization	USDA Rural	Airport				
	Fund	Development	Fund	GIDA			
REVENUES:							
Budgeted Fund Balance	\$ -	\$ -	\$ -	\$ -			
Interfund Transfer	\$ -	\$ -	\$ 64,001	\$ -			
Interest Income	\$ 4,000	\$ 85	\$ -	\$ 10			
Partnership/Edmond	\$ -	\$ -	\$ 109,000	\$ -			
Rents & Royalties	\$ -	\$ -	\$ 25,959	\$ 20,487			
Repay Loan	\$ -	\$ 13,092	\$ -	\$ -			
Intergovernmental	\$ -	\$ -	\$ -				
Charges for Services	\$ -	\$ -	\$ 11,000	\$ -			
TOTALS:	\$ 4,000	\$ 13,177	\$ 209,960	\$ 20,497			
EXPENDITURES:							
	Personal	Materials	Services	Capital	Debt	Fund	
	Services	& Supplies	& Charges	Outlay	Service	Transfers	Total
General Government	\$ 7,017	\$ 66,600	\$ 904,075	\$ 218,508	\$ -	\$ 3,070,333	\$ 4,266,533
City Manager	\$ 232,754	\$ -	\$ 2,019	\$ -	\$ -	\$ -	\$ 234,773
Human Resources	\$ 165,921	\$ 5,000	\$ 15,600	\$ -	\$ -	\$ -	\$ 186,521
Building Services	\$ 90,618	\$ 2,100	\$ 400	\$ -	\$ -	\$ -	\$ 93,118
Finance	\$ 128,412	\$ -	\$ 6,300	\$ -	\$ -	\$ -	\$ 134,712
Community Development	\$ 190,884	\$ 1,700	\$ 12,525	\$ -	\$ -	\$ -	\$ 205,109
Economic Development	\$ 3,000	\$ 4,000	\$ 14,590	\$ -	\$ -	\$ -	\$ 21,590
Library Administration	\$ 201,544	\$ 24,810	\$ 3,400	\$ -	\$ -	\$ -	\$ 229,754
Police Administration	\$ 228,777	\$ 65,330	\$ 139,290	\$ -	\$ -	\$ -	\$ 433,397
Police Operations	\$ 978,889	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ 991,389
Police-Animal Control	\$ 105,293	\$ 5,900	\$ -	\$ -	\$ -	\$ -	\$ 111,193
Police-Criminal Investigations	\$ 142,063	\$ 2,200	\$ -	\$ -	\$ -	\$ -	\$ 144,263
Police Code Compliance	\$ 43,674	\$ 800	\$ 63,135	\$ -	\$ -	\$ -	\$ 107,609
Police-School Resource Officer	\$ 184,815	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ 185,565
Police-Communications	\$ 188,911	\$ -	\$ 4,200	\$ -	\$ -	\$ -	\$ 193,111
Street	\$ 293,538	\$ 244,800	\$ 67,850	\$ -	\$ -	\$ -	\$ 606,188
Fleet Maintenance	\$ 145,698	\$ 7,645	\$ 4,900	\$ -	\$ -	\$ -	\$ 158,243
Parks & Public Grounds	\$ 364,117	\$ 72,700	\$ 27,010	\$ -	\$ -	\$ -	\$ 463,827
TOTALS:	\$ 3,695,925	\$ 516,835	\$ 1,265,294	\$ 218,508	\$ -	\$ -	\$ 8,766,895
Fire-Suppression	\$ 796,603	\$ 36,300	\$ 40,500	\$ -	\$ -	\$ -	\$ 873,403
Fire-EMS	\$ 994,336	\$ 114,000	\$ 117,625	\$ -	\$ 70,285	\$ -	\$ 1,296,246
Fire-Administration	\$ 90,251	\$ 7,050	\$ 3,650	\$ -	\$ -	\$ -	\$ 100,951
TOTALS:	\$ 1,881,190	\$ 157,350	\$ 161,775	\$ -	\$ 70,285	\$ -	\$ 2,270,600

EXHIBIT A**BUDGET SUMMARY**

EXPENDITURES:	Personal	Materials	Services	Capital	Debt	Fund	
	Services	& Supplies	& Charges	Outlay	Service	Transfers	Total
MISCELLANEOUS FUNDS:							
Grant Fund	\$ -	\$ -	\$ -	\$ 1,233,023	\$ -	\$ -	\$ 1,233,023
Hotel/Motel Tax Fund	\$ -	\$ 73,202	\$ 46,973	\$ 205,000	\$ -	\$ -	\$ 325,175
Capital Projects Fund	\$ -	\$ -	\$ -	\$ 1,263,440	\$ 501,725	\$ -	\$ 1,765,165
Cemetery Care Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stabilization Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
USDA Rural Development Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Airport Fund	\$ 96,010	\$ 21,850	\$ 42,100	\$ 50,000	\$ -	\$ -	\$ 209,960
Industrial Development Authority	\$ -	\$ -	\$ -	\$ -	\$ 18,087	\$ -	\$ 18,087



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

September 1, 2015

Contact

Maxine Pruitt,
Municipal Services Director

Agenda Item

Discussion and possible action of Resolution No. 2015-18 executing the Safe Routes the School Project Agreement (Number 31480(28)) by and between the City of Guthrie and the Oklahoma Department of Transportation.

Summary

In October 2011, the City of Guthrie partnered with Guthrie Public Schools and the Logan County Health Department to apply for a Safe Routes to School Grant through the Oklahoma Department of Transportation to build sidewalks near Guthrie Upper Elementary School. We have been awarded the grant. This contract outlines the details of the Safe Routes to Schools grant.

The Safe Routes to School Program is a 100% federally funded reimbursement program. The intent of the program is to enable and encourage children to walk and bicycle to school; to make bicycling and walking to school safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and to facilitate the planning, development, and implementation of project and activities that will improve safety and reduce traffic, fuel consumption and air pollution in the vicinity of schools.

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>30-30-05-6577</u>	Amount	<u>\$200,000</u>
Legal Review	<u>N/A</u>	Required	Completed Date: _____

Supporting documents attached

- Resolution No. 2015-18

Recommendation

Adopt the resolution.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. _____

**BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF GUTHRIE, LOGAN COUNTY, OKLAHOMA**

THAT, WHEREAS it is in the best interest of the City of Guthrie, Logan County, Oklahoma, to execute this Safe Routes to School Project Agreement by and between the City of Guthrie and the Oklahoma Department of Transportation:

County	JP No.	Project No.	Description
LOGAN	31480(28)	SRS -242E (039) ST	SRS - GUTHRIE UPPER ELEM. SCH. INFRASTRUCTURE
LOGAN	31480(29)	SRS -242E (040) ST	SRS - GUTHRIE UPPER ELEM. SCH. INFRASTRUCTURE

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Guthrie, and duly signed by the Mayor on this _____ day of _____, 2015.

City of Guthrie,

Mayor

ATTEST:

City Clerk

Approved as to form and legality this _____ day of _____, 2015

City Attorney

Date

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION**

**FEDERAL-AID SAFE ROUTES TO SCHOOL AGREEMENT
INFRASTRUCTURE AND NON-INFRASTRUCTURE PROJECT**

This Agreement is entered into between the Department of Transportation, hereinafter called the DEPARTMENT, acting for and on behalf of the State of Oklahoma, under the authority vested in the Transportation Commission by the provisions of 69 O.S., Section 304 and by and between the **City of Guthrie**, hereinafter referred to as the SPONSOR, for the purpose of the SPONSOR assuming responsibility for the implementation of the below described Safe Routes to School Project for the following intents and purposes and subject to the following terms and conditions, to-wit:

County	JP No.	Project No.	Description
LOGAN	31480(28)	SRS -242E (039) ST	SRS - GUTHRIE UPPER ELEM. SCH. INFRASTRUCTURE
LOGAN	31480(29)	SRS -242E (040) ST	SRS - GUTHRIE UPPER ELEM. SCH. INFRASTRUCTURE

WITNESSETH

WHEREAS, under the provisions of the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users (SAFETEA-LU) public law 109-59 (119 stat,1144) sections 1101(a)(17) and 1404 a Safe Routes to School Program is developed and funded for the implementation of engineering projects, and educational programs and activities which will enable and encourage children in kindergarten thru the eighth grade to walk and bike to school safely.

WHEREAS, the SPONSOR desires to provide for the implementation of a Transportation Commission approved Safe Routes to School Project located in the City of Guthrie, Logan County, Oklahoma in an effort to provide active transportation alternatives, and programs and activities for primary and middle schools within the community, and,

WHEREAS, the SPONSOR successfully completed the competitive SRTS application process, and was awarded funds for the implementation of their proposed project. The DEPARTMENT will provide federal aid funding under the Safe Routes to School Program not to exceed the amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** for the **infrastructure** part of this project. The DEPARTMENT will provide federal aid funding from the Safe Routes to School Program not to exceed the amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)** for the **non-infrastructure** part of this project. The SPONSOR shall provide receipts and all supporting documentation totaling this amount to the DEPARTMENT by project closeout, or reimburse the DEPARTMENT for that amount; and,

WHEREAS, under the provisions of the program, Safe Routes to School funding is only available to recognized schools, school districts, private schools, state and local governments, tribal and regional agencies, and non-profit organizations in partnership with a DEPARTMENT approved sponsor. The sponsor agrees that by executing this agreement, the SPONSOR will be the

contracting authority, and it is expressly understood and agreed by the DEPARTMENT and the SPONSOR that the SPONSOR shall henceforth be identified as the federal funding sub-recipient for the purposes of this agreement and shall bear the sole responsibility for the expenditure of said funding, and the implementation of the proposed project in accordance with state and federal law; and,

WHEREAS: It is expressly understood and agreed by and between the DEPARTMENT and the SPONSOR that any part of the proposed project deemed, at the discretion of the DEPARTMENT, to be ineligible to receive Federal-Aid funds, will be excluded from the activities outlined in this agreement; and,

WHEREAS, it is expressly understood and agreed by and between the DEPARTMENT and the SPONSOR that the SPONSOR, and, if applicable, any respective Consulting Engineer, Consultant, Architect or any other professional services provider, are solely responsible for the accuracy of all detailed plans, educational programs, specifications and estimates prepared for the project and for the performance of any and all subsequent construction management, construction inspections and materials certifications, in compliance with the terms and conditions set forth in Title 23, U.S. Code Highways, the regulations issued pursuant thereto, applicable Office of Management and Budget (OMB) Circulars, and the policies and procedures promulgated by the DEPARTMENT, relative to this project;

NOW, THEREFORE, the DEPARTMENT and the SPONSOR, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PURPOSE OF THE AGREEMENT

- 1.1 The DEPARTMENT does hereby enter into this Agreement with the SPONSOR as the recognized contracting agent for the entity/organization successfully applying for and receiving Safe Routes to School funding for the purpose of implementing an Infrastructure and/or Non-Infrastructure projects for designated schools and communities throughout the state. The purpose of this Agreement is to establish the terms and conditions required for the implementation of a Safe Routes to School projects and the guidelines associated with subsequent funds.
- 1.2 The SPONSOR will make or cause to make all necessary investigations and prepare final design plans, educational programs and activities consistent with Safe Routes to School goals and initiatives. All design, plans, educational programs and activities shall conform to current SRTS National Center requirements, AASHTO policies and standards, as modified by the DEPARTMENT, including but not limited to:
 - 1.2.1 AASHTO Policy for Geometric Design of Highways and Streets
 - 1.2.2 AASHTO & FHWA Guidelines for the Development of Bicycle and Pedestrian Facilities
 - 1.2.3 Americans with Disabilities Act (ADA)
 - 1.2.4 AASHTO Guidelines for Highway Landscaping & Environmental Design
 - 1.2.5 AASHTO Roadside Design Guide
 - 1.2.6 Manual on Uniform Traffic Control Devices (MUTCD)
 - 1.2.7 Oklahoma Department of Transportation Design Manual and Standards
 - 1.2.8 Local Regulations, where applicable

SECTION 2: TIME FOR PERFORMANCE

- 2.1.0 Time is considered of the essence in the performance and completion of the services required by this agreement and defined in the scope of work.

The SPONSOR will be prepared to commence work upon receiving a Notice to Proceed from the DEPARTMENT and shall complete all aspects of an Infrastructure project within two (2) years from the Notice to Proceed date, and within one (1) year of the Notice to Proceed date for all Non-Infrastructure projects.

SECTION 3: DELETED

SECTION 4: COMPENSATION

4.1 The DEPARTMENT has received approval from the Oklahoma Transportation Commission to fund the SPONSOR's project, with Safe Routes to school funds. Available funds will be used for the design and implementation of engineering projects and educational programs and activities necessary to fulfill the requirements of the SPONSOR's approved application document. The SPONSOR agrees that funding for this project shall be provided in the following manner:

4.1.1 The DEPARTMENT agrees to provide Safe Routes to School funding toward the implementation of projects described herein. Funds shall be reimbursed at one hundred percent (**100%**) for eligible expenses only.

4.1.2 Compensation for eligible expenses and services under this agreement will be a maximum not to exceed amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for Infrastructure related services and TWENTY THOUSAND DOLLARS for non-infrastructure related services.**

4.1.3 The SPONSOR agrees to get prior authorizations of all non-infrastructure related items. The SPONSOR agrees to submit receipts and all supporting documents in support of the sponsor's educational programs and activities for the non-infrastructure related work.

4.1.4 The SPONSOR agrees to pay for eligible labor, materials, and all associated expenses before turning in a monthly claim to the DEPARTMENT for reimbursement.

4.1.5 The SPONSOR will be responsible for all project cost overruns over and above the SRTS funds provided by the DEPARTMENT, and will obligate additional funds as necessary to complete the project as planned.

SECTION 5: COST REIMBURSEMENT

5.1 Federal funding in support of this project shall be in accordance with the Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for the Users, as amended, and applicable Office of Management and Budget circulars. The SPONSOR shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Costs incurred prior to a Notice to Proceed from the DEPARTMENT are not reimbursable.

5.1.1 The SPONSOR agrees to pay for SPONSOR incurred costs. Following such payments, the SPONSOR shall submit an invoice with and supporting documentation in the format prescribed by the DEPARTMENT, not more than once

per month. The DEPARTMENT will reimburse the SPONSOR up to the amount shown in this Agreement for those costs eligible for federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the SPONSOR for the establishment, maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation. The DEPARTMENT shall reimburse the SPONSOR for the federal share of eligible project costs up to the amount shown in this Agreement.

- 5.1.2 The Safe Routes to School program is a reimbursement program. Therefore, no advance payments will be made to the SPONSOR.
- 5.2 Project SPONSORs will provide supporting information and an ODOT invoice for approved purchase to be compensated. Supporting documentation includes, but is not limited to cancelled checks, vendor invoices and ODOT purchase approval documents.
- 5.3 Invoices will be prepared utilizing the forms and/or in the format required by the DEPARTMENT. Incomplete or inaccurate invoices will delay the payment of claims; therefore, the SPONSOR will check and review invoices carefully to assure each is complete and accurate prior to submittal to the DEPARTMENT.
- 5.4 In no case will the SPONSOR invoice the DEPARTMENT any amount which exceeds the approved compensation limits of the partial claim.
- 5.5 The DEPARTMENT under this contract shall make payment to the SPONSOR after the DEPARTMENT has approved a properly prepared invoice and/or claim.
 - 5.5.1 The final request for reimbursement must be received by the DEPARTMENT no later than sixty (60) days after the project closeout date.
 - 5.5.2 At the conclusion of the project the SPONSOR must provide the DEPARTMENT with a copy of an audit report which has been prepared in accordance with applicable Office of Management and Budget circulars which has been attested by Certified Public Accounting firm to report audited final costs and payments made on this project.
 - 5.5.3 If it is determined by the DEPARTMENT, based upon an audit performed in accordance with appropriate Federal regulations, that the terms and conditions of this agreement were not followed, or in the event costs claimed are disallowed following the audit, the SPONSOR shall reimburse the DEPARTMENT the full amount of the disallowed costs.

SECTION 6: CHANGES AND MODIFICATIONS

- 6.1 The terms of this Agreement may be modified by written amendment if the DEPARTMENT determines that by no fault of the SPONSOR, there is a need to make significant change in 1) the scope, complexity, or character of work related to this agreement, or 2) the schedule for performing the work.
- 6.2 In the event the DEPARTMENT requests, in writing, revisions in the character or scope of the work or modifications to work completed under this agreement, an amendment to this

agreement shall be negotiated and approved in writing prior to the SPONSOR performing the changed work.

- 6.3 Charges for extra work performed or materials furnished will not be invoiced or included in a claim by the sponsor until execution and approval of the amended Agreement.
- 6.4 Changes or modifications will not be binding unless and until approved and executed in writing by the SPONSOR and DEPARTMENT in accordance with this Section.

SECTION 7: DELETED

SECTION 8: PROJECT OVERSIGHT

- 8.1 The SPONSOR and the DEPARTMENT understand and agree that the DEPARTMENT shall have the full authority to carry out oversight for this project. The DEPARTMENT shall review, process, and approve documents required for Federal aid reimbursement in accordance with Federal requirements. It is agreed that the project contemplated herein is proposed to be financed as hereinafter described and that this Agreement, all property acquisitions and clearances, plans, specifications, estimate of costs, acceptance of work, payment, and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, and approvals as may be applicable thereto.

SECTION 9: PROJECT RECORDS

- 9.1 The SPONSOR and its service providers agrees to maintain all books documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at it's respective office at all reasonable times during the agreement period. The records are to be maintained in accordance with procedures prescribed by the U.S. Department of Transportation and the DEPARTMENT. The records shall be open to inspection by the DEPARTMENT and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three (3) years from the final payment of any Federal funds to the SPONSOR, with the following exceptions:
 - 9.1.1 If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - 9.1.1.1 Records for non-expendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.
 - 9.1.1.2 When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
 - 9.1.2 The SPONSOR agrees to furnish records to the DEPARTMENT as requested to comply with the sub-recipient monitoring requirements of the OMB Circular A-133. Such material are to be made available at their respective offices at all reasonable times, during the contract period and for three years after the date of the submission of the Final Project Report and all other pending matters are closed, for inspection by DEPARTMENT representatives, the State Auditor and Inspectors' Office, Federal Highway Administration, the Secretary of Transportation, the Comptroller General

of the United States or any authorized representatives of the Federal Government for the purpose of making audits, examinations, excerpts and transcripts.

SECTION 10: RIGHT-OF-WAY ACQUISITION AND UTILITY RELOCATION REQUIREMENTS

- 10.1 Right-of-way acquisition, and utility relocation are not reimbursable activities under the SRTS program. The SPONSOR warrants to the DEPARTMENT that, if these activities are required for the implementation of their proposal, they have or will acquire all land, property, or rights-of-way needed for complete implementation of the project.
- 10.2 Projects on private land, must have a written legal easement or other written legally binding agreement that ensures public access to the project. There must be an easement filed on record, which specifies the minimum length of time for the agreement to maximize the public investment in the project. The project agreement should clearly state in writing: The purpose of the project, the minimum time frame for the easement or lease, the duties and responsibilities of the parties involved, and how the property will be used and maintained in the future. The project must remain open for general public access for the use for which the SRTS funds were intended for the timeframe specified in the easement or lease. The public access should be comparable to the nature and magnitude of the investment of public funds. Reversionary clauses may be appropriate in some instances. These clauses would assure that if the property is no longer needed for the purpose for which it was acquired, it would revert to the original owner. The SPONSOR agrees to provide the DEPARTMENT with a copy of this agreement prior to construction.
- 10.3 Real property acquisition - all project sponsors must comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Regulations implementing this act are found in 49 CFR Part 24. These regulations will be applied to evaluating the acquisition of real property and any potential displacement activities.
- 10.4 The SPONSOR warrants to the DEPARTMENT that Utility Adjustment Costs (if any) are included as a part of this agreement and will certify to the DEPARTMENT prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with DEPARTMENT policies to accommodate the construction of said project prior to the beginning of any work and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.
- 10.5 The SPONSOR shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps and islands, and any other such private installations.
- 10.6 That the disposition for all equipment, tangible personal property, real estate, appurtenances and improvements thereto acquired for the implementation of the proposed project will be subject to Federal Law and requirements as outlined in Title 23 CRF part 710 and applicable OMB Circulars.

SECTION 11: COMPETITIVE BIDDING

- 11.1 The SPONSOR shall comply with the public Competitive Bidding Act of 1974, as revised, 61 O.S. § 101 et seq. The SPONSOR and the DEPARTMENT agree to comply with the following administrative procedures:

- 11.1.1 Upon mutual approval of this agreement and approval of the plans, specifications, and estimates by the DEPARTMENT, and upon completion of all property acquisitions and clearances, the SPONSOR agrees to advertise and let the construction contract for this project to competitive bid in accordance with Federal and State law. It is agreed that the project contemplated herein is proposed to be financed as previously described and that this agreement, all property acquisitions and clearances, plans, specifications, estimate of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, and approvals as may be applicable hereto.
- 11.1.2 Prior to advertisement, the SPONSOR shall submit to the DEPARTMENT the Bid Proposal documents, Plans, Specifications, and Estimate (PS&E), and an endorsement letter certifying all right-of-way has been acquired within the limits of the project and in compliance with all applicable state and federal regulations. After obtaining written authorization from the DEPARTMENT, the SPONSOR may advertise and accept bids for this project. The SPONSOR shall analyze bids prior to award to ensure the reasonable and proper expenditure of public funds.
- 11.1.3 Prior to award, the SPONSOR shall submit to the DEPARTMENT affidavits of newspaper publications, a detailed summary and analysis of the bid results, including engineer's estimate and individual bidders' unit prices, along with a copy of the completed proposal from the apparent low bidder and a recommendation of award. Upon concurrence by the DEPARTMENT of the SPONSOR recommendation of award, the DEPARTMENT will authorize the SPONSOR to award the project.
- 11.1.4 Prior to issuance of a Work Order/Notice to Proceed, the SPONSOR shall provide the DEPARTMENT with certified copies of the executed contract between the SPONSOR and the Contractor. Upon approval by the DEPARTMENT of the Contract, the DEPARTMENT will authorize the SPONSOR to issue a Work Order/Notice to Proceed to the Contractor.

SECTION 12: CONSULTANT SERVICES

- 12.1 If applicable and the SPONSOR has not previously done so, the SPONSOR agrees to initiate and properly document a DEPARTMENT approved consultant selection process for the purpose of selecting a consultant to provide project related engineering and construction supervision services. The SPONSOR agrees to acquire all needed goods and services in conformance with State law unless subsequently required to conform with United States Department of Transportation procurement regulations.
- 12.1.1 Upon receiving notice of FHWA authorization to proceed and completion of the consultant selection process referenced above, the SPONSOR agrees to enter into an appropriate DEPARTMENT approved contract to define and secure the services of the selected consultant.

SECTION 13: PROJECT CONSTRUCTION

- 13.1 It is further specifically agreed and understood between the SPONSOR and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the SPONSOR and the DEPARTMENT of this project, the

SPONSOR does hereby accept full, complete, and total responsibility for this project. The SPONSOR does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship.

13.1.1 The SPONSOR and/or its selected consultant shall provide competent supervision and inspection of the construction work including any testing of materials necessary and shall have representatives available for consultation with DEPARTMENT representatives to cooperate fully to the end of obtaining work in accordance with the approved plans and specifications and to the approval of the DEPARTMENT.

13.1.2 The SPONSOR agrees to become jointly responsible with the contractor as co-applicants for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff on this project, if required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan sheet, and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the SPONSOR agrees to file jointly with the contractor the Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with construction activity from the construction site identified in this document.

13.1.2 The SPONSOR agrees that the liquidated damages provisions in 23 CFR, Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the SPONSOR from reduction of Federal participation in accordance with this paragraph.

SECTION 14: PROJECT CLOSURE

14.1 The SPONSOR agrees to provide the DEPARTMENT with acceptable project closure documents which shall include a Certificate of Completion, final estimate, statement of overruns and underruns, final inspection letter, final acceptance report, completion date, project change orders (if applicable), materials certification, DBE forms, and Buy America Certification (if applicable).

SECTION 15: PROJECT MAINTENANCE

15.1 The SPONSOR further agrees and warrants to the DEPARTMENT concerning maintenance of the completed project, that it will:

15.1.2 Assume any and all financial obligations for the operation, use, and maintenance of the project.

15.1.3 Aggressively pursue the implementation of any and all activities and/or support facilities related to the project through the use of all available resources and that the implementation of these future facilities is in no way contingent upon the receipt of further Federal-aid funding.

- 15.1.4 Periodically review the adequacy of the aforesaid project to insure the safety of the general public and should it determine that further modifications or improvements be required, the SPONSOR shall take such actions as are necessary to make such modifications or improvements.
- 15.1.5 Maintain all drainage systems and facilities constructed, installed, modified, or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for facilities constructed under the terms of this Agreement.
- 15.1.6 Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances, and regulations.
- 15.1.7 Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the SPONSOR, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.
- 15.1.8 Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments.

SECTION 16: FEDERAL REQUIREMENTS

- 16.1 Copeland Act: The SPONSOR agrees that contracts in excess of \$2,000.00 for construction or repair awarded by the SPONSOR and its contracts or subcontracts shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C § 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the FHWA.
- 16.2 Davis-Bacon Act: The SPONSOR agrees that, when required by the Federal program legislation, all construction contracts awarded by the SPONSOR and its contractors or subcontractors of more than \$2,000.00 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The SPONSOR shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The SPONSOR shall report all suspected or reported violations to the G/CAO.
- 16.3 Contract Work Hours and Safety Standards Act: The SPONSOR agrees that where applicable, all contracts awarded by the SPONSOR in excess of \$2,500.00 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §

327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the work is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all declarations to the grant recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

16.4 Drug-Free Workplace: The SPONSOR certifies that it will, or will continue, to provide a drug-free workplace by:

16.4.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SPONSOR's workplace and specifying the action that will be taken against employees for violation of such prohibition; and,

16.4.2 Establishing an ongoing drug-free awareness program to inform employees about:

16.4.2.1 The dangers of drug abuse in the workplace;

16.4.2.2 The project SPONSOR's policy of maintaining a drug-free workplace;

16.4.2.3 Any available drug counseling; rehabilitation, and employee assistance programs; and,

16.4.2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and,

16.4.3 Making it a requirement that each employee to be engaged in the performance of the project be given a copy of the statement required by paragraph (1); and,

16.4.4 Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the project, the employee will:

16.4.4.1 Abide by the terms of the statement;

16.4.4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction; and,

16.4.5 Notify the DEPARTMENT and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under Section E, subparagraph (4)b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected project; and,

16.4.6 Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:

- 16.4.6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and,
- 16.4.6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and,
- 16.4.6.3 Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).
- 16.4.7 Prohibition on Lobbying: The SPONSOR may use no part of the monies to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written manner, or other devices, intended or designed to influence in any manner a Member of Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This provision is in accordance with Title 18 U.S.C. §1913. A violation of this provision will result in termination of this Agreement.
- 16.4.8 Environmental Compliance: The SPONSOR acknowledges that the utilization of Federal-Aid funds makes the project subject to all relevant Federal environmental laws and regulations, including, but not limited to, the National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and the "Parkland Statute" Title 23 U.S.C. § 138. The SPONSOR agrees that it shall perform all necessary studies and obtain all necessary permits or approvals required by such Federal laws and regulations. A failure to fulfill all applicable environmental requirements could result in the loss of all Federal-Aid project funds. The SPONSOR specifically agrees that it will repay to the DEPARTMENT any Federal-Aid funds received which are expended in violation of Federal Environmental laws and regulations.
- 16.4.9 Americans with Disability Act: The SPONSOR certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (Title 42 U.S.C. §12101-12213) as outlined in Title 28 CFR, Part 35.

SECTION 17: TERMINATION

- 17.1 Upon written notice to the SPONSOR, the Director of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:
 - 17.1.1 The requisite Federal funding becomes unavailable through failure of appropriation or otherwise.
 - 17.1.2 The Director determines that such termination is in the best interest of the State.

SECTION 18: DISQUALIFICATION

- 18.1 Failure by the SPONSOR to fulfill its responsibilities under this Agreement will disqualify the SPONSOR from future participation in any Federal-Aid project. If deficiencies are found which the Federal Government deems to disqualify the SPONSOR, Federal funds will be withheld until such time as the deficiencies in the project or regulatory compliance have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 20: NOTICES

- 20.1 All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the contract shall be in writing and shall be deemed to have been properly given or sent:

- 20.1.1 If intended for the DEPARTMENT, mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to State at:

Oklahoma Department of Transportation
Local Government Division Engineer
200 NE 21st Street Room 2-D4
Oklahoma City, Oklahoma 73105-3204

- 20.1.2 If intended for SPONSOR, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the SPONSOR at:

The City of Guthrie
Office of the Mayor
111 S. Logan, Guthrie, OK 74464

SECTION 21: CIVIL RIGHTS ACT OF 1964

- 21.1 The SPONSOR agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Statute § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – “Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964” .

SECTION 22: EXECUTION OF AGREEMENT

- 22.1 The SPONSOR agrees that if applicable, it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

SECTION 23: DELETED

SECTION 24: HOLD HARMLESS

- 24.1 To the extent allowed by law the SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR,

DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, PROVIDED, nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or DEPARTMENT. When any alleged act, omission, negligence, or misconduct may be subject to limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, Title 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.

SECTION 25: SEVERABILITY

25.1 If any provisions, clause, or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.

SECTION 27: FRAUD AND FALSE STATEMENTS

27.1 That SPONSOR understands that, if the project which is subject of this Agreement is financed in whole or in part by federally furnished funds, that if the undersigned, the entity that SPONSOR represents, or any employee or agent thereof, knowingly makes any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation as a material fact in any statement, certificate, or report, SPONSOR and the company that SPONSOR represents may be subject to prosecution under the provisions of Title 18 U.S.C. § 1001, §1020.

SECTION 28: BINDING EFFECT

28.1 This Agreement shall be binding upon and inure to the benefit of DEPARTMENT and the SPONSOR and shall be binding upon their successors and assigns subject to the limitation of Oklahoma law.

SECTION 29: PRIOR UNDERSTANDINGS

29.1 This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 30: DISPUTE RESOLUTION

30.1 The parties hereto have entered into this Agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. A non-binding mediation shall be conducted in the Oklahoma City area and the

costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by that party in such litigation.

A/P Claims List

from 8/14/2015 to 8/14/2015

Invoice #	Vendor	Description	Account	Cost
AUG2015	C.L.E.E.T. (125)	Municipal Collection for CLEET	01-00-00-2012	\$793.88
AUG2015	O.S.B.I. (820)	Collection - AFIS and Forensic Fees	01-00-00-2012	\$870.30
AUG2015	OKLAHOMA UNIFORM BLDG	JULY 2015 BUILDING PERMIT FEES	01-00-00-2013	\$108.00
AUG2015	OKLAHOMA DEPARTMENT OF	DPS Vehicle Revolving Fund for Unrestrained	01-00-00-5497	\$50.00
NP45048557	FLEETCOR TECHNOLOGIES	GUTHRIE HOUSING AUTHORITY	01-01-00-6118	\$163.54
AUG2015	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION	01-01-00-6326	\$3,469.66
AUG2015	O.M.A.G.(21302)	WORKERS' COMP	01-01-00-6326	\$13,723.44
AUG2015	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN	01-01-00-6326	\$4,034.09
1007	NORPS, LLC	IT SERVICES	01-01-00-6373	\$2,689.59
NP45048557	FLEETCOR TECHNOLOGIES	BUILDING SERVICES	01-02-25-6118	\$94.88
NP45048557	FLEETCOR TECHNOLOGIES	COMMUNITY DEVELOPMENT	01-05-50-6118	\$121.45
2035455	GUTHRIE NEWS LEADER (1578)	PUBLIC NOTICE PLANNING COMISSION	01-05-50-6308	\$77.10
NP45048557	FLEETCOR TECHNOLOGIES	CODE COMPLIANCE	01-05-51-6118	\$135.69
NP45048557	FLEETCOR TECHNOLOGIES	POLICE ADMINISTRATION	01-07-70-6118	\$4,047.65
659	GHM ENTERPRISES (1097)	LAUNDRY	01-07-70-6310	\$4.80
662	GHM ENTERPRISES (1097)	LAUNDRY	01-07-70-6310	\$1.80
664	GHM ENTERPRISES (1097)	LAUNDRY	01-07-70-6310	\$9.60
665	GHM ENTERPRISES (1097)	LAUNDRY	01-07-70-6310	\$12.90
AUG2015 PD	SHINEY BAYS CAR WASH	CAR WASHES	01-07-70-6316	\$302.60
04-1601777	OKLA DEPARTMENT OF PUBLIC	OLETS MAINTENANCE	01-07-79-6304	\$350.00
2035452	MAP INK	CITY MAPS	01-08-80-6123	\$1,100.00
2035451	MAP INK	CITY MAPS	01-08-80-6308	\$1,900.00
NP45048557	FLEETCOR TECHNOLOGIES	STREET	01-12-00-6118	\$2,161.49
NP45048557	FLEETCOR TECHNOLOGIES	FLEET	01-14-00-6118	\$157.82
AUG2015	RURAL WATER DISTRICT	MONTHLY WATER SERVICES	01-15-11-6112	\$69.40
NP45048557	FLEETCOR TECHNOLOGIES	PARKS	01-15-11-6118	\$2,856.72
		Total GENERAL FUND		\$39,306.40
NP45048557	FLEETCOR TECHNOLOGIES	SUPPRESSION	09-09-90-6118	\$617.01
10371444	Motorola, INC	APX 7500 DUAL BAND/DUAL HEAD VHF	09-09-90-6318	\$5,532.00
13071344	Motorola, INC	APX 7500 DUAL BAND/DUAL HEAD VHF	09-09-90-6318	\$746.25
13071839	Motorola, INC	APX 7500 DUAL BAND/DUAL HEAD VHF	09-09-90-6318	\$5,541.00
NP45048557	FLEETCOR TECHNOLOGIES	EMS	09-09-92-6118	\$2,976.70
NP45048557	FLEETCOR TECHNOLOGIES	FIRE ADMINISTRATION	09-09-96-6118	\$521.23
AUG2015 FD	SHINEY BAYS CAR WASH	FD Car Wash	09-09-96-6316	\$54.00
		Total FIRE/EMS FUND		\$15,988.19
005638	NORTHERN POWER SYSTEMS	Annual Service Contract	20-21-00-6112	\$2,200.00
5057	FORMS PLUS (185)	UTILITY BILLS	20-21-00-6308	\$947.45
AUG2015	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION	20-21-00-6326	\$3,469.66
AUG2015	O.M.A.G.(21302)	WORKERS' COMP	20-21-00-6326	\$13,723.44
AUG2015	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN	20-21-00-6326	\$4,034.09
AUG2015	DHH DISPOSAL 22381	Sanitation Contract	20-21-00-6348	\$192.50
2026700	MYERS ENGINEERING	TASK ORDER #64 PEER REVIEW LOVE'S,	20-21-00-6373	\$12,935.00
2026722	MYERS ENGINEERING	TO#108 WWTP Enclosure Facility	20-21-00-6373	\$300.00
2026723	MYERS ENGINEERING	TO #80 RESTORATION OF COTTONWOOD	20-21-00-6373	\$3,500.00
1677	MID AMERICA HYDRO TECH	SOLE SOURCE FOR ACH	20-23-00-6104	\$621.58
1692	MID AMERICA HYDRO TECH	BLANKET FOR CHEMICALS	20-23-00-6104	\$16,910.40
102458	SOUTHWEST CHEMICAL (20977)	WATER TREATMENT CHEMICALS	20-23-00-6104	\$1,449.50
NP45048557	FLEETCOR TECHNOLOGIES	WTP	20-23-00-6118	\$269.33
NP45048557	FLEETCOR TECHNOLOGIES	WWTP	20-24-00-6118	\$115.48

A/P Claims List

from 8/14/2015 to 8/14/2015

Invoice #	Vendor	Description	Account	Cost
NP45048557	FLEETCOR TECHNOLOGIES	CONVENIENCE CENTER	20-26-00-6118	\$167.76
NP45048557	FLEETCOR TECHNOLOGIES	LINE MAINTENANCE	20-27-00-6118	\$1,896.18
		Total GPWA OPERATING FUND		\$62,732.37
SRA1034A-5 APP1	JACKSON & JACKSON ENGINEER RUDY CONSTRUCTION (22971)	INSPECTION FOR FOGARTY SAFE ROUT SAFE ROUTES TO SCHOOL FOGARTY	30-30-05-6577 30-30-05-6577	\$3,600.00 \$71,506.50
		Total GRANTS FUND		\$75,106.50
3048	THIS LAND PRESS	ADVERTISING	45-45-00-6367	\$675.00
		Total HOTEL/MOTEL TAX FUND		\$675.00
AUG15 AUG2015	OKLA WATER RESOURCES/ OKLA WATER RESOURCES/	Series 2009 Drinking Water Loan Series 2008 Drinking Water Loan	50-50-00-6714 50-50-00-6714	\$51,371.13 \$56,477.00
		Total WATER TREATMENT PLANT FUND		\$107,848.13
AUG2015	OKLA WATER RESOURCES	AMR and Langston Waterline System	54-55-23-6714	\$24,546.84
		Total CAPITAL PROJECTS		\$24,546.84
AUG 2015	OKLA WATER RESOURCES/	CMOM Project Semi-Annual Payment ORF	55-55-00-6714	\$14,535.56
		Total CMOM Fee		\$14,535.56
01-010930-010	UTILITY DEPOSIT REFUND		71-00-00-5555	\$155.74
02-023430-016	UTILITY DEPOSIT REFUND		71-00-00-5555	\$47.56
06-060283-026	UTILITY DEPOSIT REFUND		71-00-00-5555	\$43.73
07-075650-007	UTILITY DEPOSIT REFUND		71-00-00-5555	\$17.88
10-102230-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$76.44
10-102980-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$21.25
11-111880-017	UTILITY DEPOSIT REFUND		71-00-00-5555	\$125.00
11-112660-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$59.71
12-120471-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$74.70
12-122690-005	UTILITY DEPOSIT REFUND		71-00-00-5555	\$43.59
12-123230-009	UTILITY DEPOSIT REFUND		71-00-00-5555	\$30.21
14-142510-006	UTILITY DEPOSIT REFUND		71-00-00-5555	\$65.69
16-161605-006	UTILITY DEPOSIT REFUND		71-00-00-5555	\$26.58
20-200025-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$375.00
99-206260-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$22.40
99-996300-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$61.01
		Total UTILITY DEPOSIT FUND		\$1,246.49
2035459	SCHELLON STANLEY	CLAIM FORM FOR REIMBURSMENT	98-98-00-6112	\$70.97
NP45048557	FLEETCOR TECHNOLOGIES	AIRPORT	98-98-00-6118	\$281.14
AUG2015	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION	98-98-00-6329	\$326.69
AUG2015	O.M.A.G.(21302)	WORKERS' COMP	98-98-00-6329	\$488.87
AUG2015	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN	98-98-00-6329	\$50.00
		Total AIRPORT FUND		\$1,217.67
AUG2015	OKLAHOMA DEPARTMENT OF	SPIRIT WING LOAN MONTHLY PAYMENT	99-99-00-6702	\$1,041.66
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		\$1,041.66
		Total All Funds		\$344,244.81

A/P Claims List

from 8/21/2015 to 8/21/2015

Invoice #	Vendor	Description	Account	Cost
BOA JULY2015	BANK OF AMERICA 22774	Central Office Supplies	01-01-00-6100	\$1,005.72
BOA JULY2015	BANK OF AMERICA 22774	Janitor/Chemicals Supplies	01-01-00-6103	\$1,266.74
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies	01-01-00-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Building & Grounds	01-01-00-6112	\$2,631.00
BOA JULY2015	BANK OF AMERICA 22774	Miscellaneous Supplies	01-01-00-6114	\$1,726.86
BOA JULY2015	BANK OF AMERICA 22774	Telephone	01-01-00-6301	\$774.12
BOA JULY2015	BANK OF AMERICA 22774	Printing	01-01-00-6308	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Computer Operations	01-01-00-6311	\$683.99
BOA JULY2015	BANK OF AMERICA 22774	Council Travel/Training	01-01-00-6314	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Communications	01-01-00-6318	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Advertising - Legal Publications	01-01-00-6334	\$42.49
BOA JULY2015	BANK OF AMERICA 22774	Miscellaneous Services/Charges	01-01-00-6346	\$55.00
BOA JULY2015	BANK OF AMERICA 22774	Maintenance Agreement	01-01-00-6347	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Membership Dues	01-01-00-6350	\$8,774.10
BOA JULY2015	BANK OF AMERICA 22774	Professional Services	01-01-00-6373	\$2,730.86
BOA JULY2015	BANK OF AMERICA 22774	Internet Services	01-01-00-6381	\$629.91
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (City Manager)	01-02-20-6048	\$240.00
BOA JULY2015	BANK OF AMERICA 22774	Printing	01-02-20-6308	\$249.94
BOA JULY2015	BANK OF AMERICA 22774	Dues & Subscriptions	01-02-20-6355	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (HR)	01-02-24-6048	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Supplies & Operating Expense - GTV 20	01-02-24-6126	\$743.04
BOA JULY2015	BANK OF AMERICA 22774	Advertising - Legal Publications	01-02-24-6334	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Dues & Subscriptions	01-02-24-6355	\$0.00
BOA JULY15	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-02-24-6373	\$3,567.00
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - Building Services	01-02-25-6016	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (Building Services)	01-02-25-6048	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies	01-02-25-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Fuel & Lube	01-02-25-6118	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	01-02-25-6316	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (Finance)	01-03-30-6048	\$50.00
BOA JULY2015	BANK OF AMERICA 22774	Printing	01-03-30-6308	\$367.66
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-03-30-6317	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Maintenance Agreements	01-03-30-6347	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Recording/Dues/Subscriptions	01-03-30-6355	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (Planning)	01-05-50-6048	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Office Supplies	01-05-50-6100	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies/Apparel	01-05-50-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Computer Supplies	01-05-50-6123	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Printing	01-05-50-6308	\$57.67
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	01-05-50-6316	\$42.15
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-05-50-6317	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Advertising - Legal Publications	01-05-50-6334	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Dues & Subscriptions	01-05-50-6355	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Professional Services	01-05-50-6373	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Professional Development	01-05-51-6048	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	01-05-51-6316	\$47.40
BOA JULY2015	BANK OF AMERICA 22774	Advertising - Legal Publications	01-05-51-6334	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Dues & Subscriptions	01-05-51-6355	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Professional Development	01-06-60-6048	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Literacy Programming Supplies	01-06-60-6114	\$0.00

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Invoice #	Vendor	Description	Account	Cost
BOA JULY2015	BANK OF AMERICA 22774	Library Supplies	01-06-60-6117	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Library Materials - Print	01-06-60-6130	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Library Materials - Electronic	01-06-60-6131	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Printing	01-06-60-6308	\$134.50
BOA JULY2015	BANK OF AMERICA 22774	Dues & Subscriptions - Library	01-06-60-6355	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - PD	01-07-70-6019	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Employee Physicals	01-07-70-6030	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Chemicals	01-07-70-6104	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Jail Supplies	01-07-70-6106	\$136.93
BOA JULY2015	BANK OF AMERICA 22774	K-9 Dog Food/Supplies	01-07-70-6108	\$33.74
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies/Apparel	01-07-70-6110	\$1,215.30
BOA JULY2015	BANK OF AMERICA 22774	Miscellaneous Supplies	01-07-70-6114	\$917.58
BOA JULY2015	BANK OF AMERICA 22774	Fuel & Lube	01-07-70-6118	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Photo/Video Supply	01-07-70-6120	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Crime Prevention Program	01-07-70-6122	\$304.31
BOA JULY2015	BANK OF AMERICA 22774	Printing	01-07-70-6308	\$266.50
BOA JULY2015	BANK OF AMERICA 22774	Computer Maintenance/Operations	01-07-70-6311	\$354.51
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	01-07-70-6316	\$6,212.99
BOA JULY15	BANK OF AMERICA 22774	EQUIPMENT MAINTENANCE	01-07-70-6317	\$251.50
BOA JULY2015	BANK OF AMERICA 22774	Communications	01-07-70-6318	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Collections	01-07-70-6340	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Special Events	01-07-70-6342	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Training Program	01-07-70-6343	\$4,326.78
BOA JULY2015	BANK OF AMERICA 22774	Dues & Subscriptions	01-07-70-6355	\$35.00
BOA JULY2015	BANK OF AMERICA 22774	Uniform Allowance - PD	01-07-71-6019	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Ammunition	01-07-71-6105	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Chemicals	01-07-72-6104	\$575.92
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies/Apparel	01-07-72-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Kennel Supplies	01-07-72-6114	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Animal Cages	01-07-72-6132	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniform Allowance - CID	01-07-77-6019	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Photo/Video Supplies	01-07-77-6120	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Drug Enforcement Program	01-07-77-6124	\$2,844.40
BOA JULY2015	BANK OF AMERICA 22774	Property/Evidence Supplies	01-07-77-6323	\$208.57
BOA JULY2015	BANK OF AMERICA 22774	Special Investigation Operations	01-07-77-6336	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniform Allowance	01-07-78-6019	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Miscellaneous Supplies	01-07-78-6114	\$147.11
BOA JULY2015	BANK OF AMERICA 22774	Professional Development	01-08-80-6048	\$922.37
BOA JULY2015	BANK OF AMERICA 22774	Marketing Expenses	01-08-80-6123	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Printing	01-08-80-6308	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Special Events - Economic Development	01-08-80-6342	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Dues & Subscriptions	01-08-80-6355	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	ED - Professional Development	01-08-80-6373	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - Street Dept.	01-12-00-6016	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Minor Tools	01-12-00-6102	\$1,005.37
BOA JULY2015	BANK OF AMERICA 22774	Chemicals	01-12-00-6104	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies	01-12-00-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Traffic Supplies	01-12-00-6111	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Street/Sidewalks/Bridges	01-12-00-6113	\$1,073.11
BOA JULY2015	BANK OF AMERICA 22774	Miscellaneous Supplies	01-12-00-6114	\$0.00

A/P Claims List

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Invoice #	Vendor	Description	Account	Cost
BOA JULY2015	BANK OF AMERICA 22774	Signs & Materials	01-12-00-6115	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Fuel & Lube	01-12-00-6118	\$160.05
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	01-12-00-6316	\$2,004.32
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-12-00-6317	\$642.75
BOA JULY2015	BANK OF AMERICA 22774	Communications	01-12-00-6318	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Equipment Rental	01-12-00-6321	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	License & Certification - Street	01-12-00-6365	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - Fleet Maintenance	01-14-00-6016	\$153.88
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (Fleet Maintenanc	01-14-00-6048	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Minor Tools	01-14-00-6102	\$223.90
BOA JULY2015	BANK OF AMERICA 22774	Chemicals	01-14-00-6104	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies	01-14-00-6110	\$125.00
BOA JULY2015	BANK OF AMERICA 22774	Shop Supplies	01-14-00-6114	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	01-14-00-6316	\$129.20
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-14-00-6317	\$0.85
BOA JULY2015	BANK OF AMERICA 22774	Computer Maintenance	01-14-00-6324	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Reference Books	01-14-00-6379	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	01-14-41-6116	\$1,105.74
BOA JULY2015	BANK OF AMERICA 22774	Fuel & Lube	01-14-41-6118	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - Parks	01-15-11-6016	\$267.50
BOA JULY2015	BANK OF AMERICA 22774	Professional Development	01-15-11-6048	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Minor Tools	01-15-11-6102	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Chemicals	01-15-11-6104	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies	01-15-11-6110	\$103.52
BOA JULY2015	BANK OF AMERICA 22774	Buildings & Grounds	01-15-11-6112	\$4,609.89
BOA JULY2015	BANK OF AMERICA 22774	Fuel & Lube	01-15-11-6118	\$117.96
BOA JULY2015	BANK OF AMERICA 22774	Rec Supplies	01-15-11-6125	\$122.64
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	01-15-11-6316	\$759.37
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	01-15-11-6317	\$10,654.40
Total GENERAL FUND				\$67,833.11
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - FD/Suppression	09-09-90-6016	\$458.53
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (FD)	09-09-90-6048	\$1,100.33
BOA JULY2015	BANK OF AMERICA 22774	Minor Tools	09-09-90-6102	\$77.19
BOA JULY2015	BANK OF AMERICA 22774	Chemicals	09-09-90-6104	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Food/Humans	09-09-90-6107	\$204.67
BOA JULY2015	BANK OF AMERICA 22774	FD Safety Supplies	09-09-90-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Building & Grounds	09-09-90-6112	\$1,084.28
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-90-6316	\$3,807.22
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	09-09-90-6317	\$48.03
BOA JULY2015	BANK OF AMERICA 22774	Communications	09-09-90-6318	\$498.00
BOA JULY2015	BANK OF AMERICA 22774	Dues & Subscriptions	09-09-90-6355	\$260.00
BOA JULY2015	BANK OF AMERICA 22774	Certification Equipment	09-09-90-6362	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - FD/EMS	09-09-92-6016	\$539.85
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (EMS)	09-09-92-6048	\$370.69
BOA JULY2015	BANK OF AMERICA 22774	Chemicals/Ambulance Supplies	09-09-92-6104	\$12,550.57
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies/Apparel	09-09-92-6110	\$545.87
BOA JULY2015	BANK OF AMERICA 22774	Fuel & Lube	09-09-92-6118	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-92-6316	\$1,152.90
BOA JULY2015	BANK OF AMERICA 22774	Communications	09-09-92-6318	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Dues & Subscriptions	09-09-92-6355	\$0.00

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Invoice #	Vendor	Description	Account	Cost
BOA JULY2015	BANK OF AMERICA 22774	Professional Services	09-09-92-6373	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - FD/Admin	09-09-96-6016	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (Fire - Admin)	09-09-96-6048	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Office Supplies	09-09-96-6101	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Minor Tools	09-09-96-6102	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Food/Humans	09-09-96-6107	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Miscellaneous Supplies	09-09-96-6114	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Public Education	09-09-96-6121	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	09-09-96-6316	\$276.58
BOA JULY2015	BANK OF AMERICA 22774	Communications	09-09-96-6318	\$56.79
BOA JULY2015	BANK OF AMERICA 22774	Dues & Subscriptions	09-09-96-6355	\$0.00
Total FIRE/EMS FUND				\$23,031.50
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies	20-21-00-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Buildings & Grounds (GPWA)	20-21-00-6112	\$917.59
BOA JULY2015	BANK OF AMERICA 22774	Miscellaneous Supplies	20-21-00-6114	\$38.25
BOA JULY2015	BANK OF AMERICA 22774	Telephone	20-21-00-6301	\$690.34
BOA JULY2015	BANK OF AMERICA 22774	Printing	20-21-00-6308	\$124.07
BOA JULY2015	BANK OF AMERICA 22774	Postage	20-21-00-6309	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Computer Operations	20-21-00-6311	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-21-00-6317	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Communications	20-21-00-6318	\$29.90
BOA JULY2015	BANK OF AMERICA 22774	Safety Program	20-21-00-6339	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Utilities Collection Fees	20-21-00-6340	\$69.14
BOA JULY2015	BANK OF AMERICA 22774	Maintenance Agreements	20-21-00-6347	\$6,675.00
BOA JULY2015	BANK OF AMERICA 22774	Professional Services	20-21-00-6373	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (GPWA Admin)	20-22-00-6048	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - WTP	20-23-00-6016	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Minor Tools	20-23-00-6102	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Chemicals/Medical	20-23-00-6104	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Lab Supplies	20-23-00-6109	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-23-00-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Building & Grounds	20-23-00-6112	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Annual State Water Testing	20-23-00-6303	\$1,415.00
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	20-23-00-6316	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-23-00-6317	\$3,097.33
BOA JULY2015	BANK OF AMERICA 22774	Computer Maintenance	20-23-00-6324	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Publishing Fees	20-23-00-6334	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Booster Station	20-23-00-6335	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	License & Certification - Water Plant	20-23-00-6365	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - WWTP	20-24-00-6016	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Minor Tools	20-24-00-6102	\$27.99
BOA JULY2015	BANK OF AMERICA 22774	Chemicals	20-24-00-6104	\$6,043.75
BOA JULY2015	BANK OF AMERICA 22774	Lab Supplies	20-24-00-6109	\$3,222.66
BOA JULY2015	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-24-00-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Buildings & Grounds	20-24-00-6112	\$652.96
BOA JULY2015	BANK OF AMERICA 22774	Fuel & Lube	20-24-00-6114	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Fuel & Lube	20-24-00-6118	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Lift Station Maintenance	20-24-00-6312	\$7,253.03
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	20-24-00-6316	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-24-00-6317	\$823.93

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Invoice #	Vendor	Description	Account	Cost
BOA JULY2015	BANK OF AMERICA 22774	Required/Mandatory Testing	20-24-00-6357	\$590.00
BOA JULY2015	BANK OF AMERICA 22774	License & Certification	20-24-00-6365	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - Convenience Ctr.	20-26-00-6016	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Minor Tools	20-26-00-6102	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-26-00-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Building & Grounds	20-26-00-6112	\$426.11
BOA JULY2015	BANK OF AMERICA 22774	Miscellaneous Supplies	20-26-00-6114	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Fuel & Lube	20-26-00-6118	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	20-26-00-6316	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-26-00-6317	\$21.49
BOA JULY2015	BANK OF AMERICA 22774	Uniforms - Line Maintenance	20-27-00-6016	\$624.00
BOA JULY2015	BANK OF AMERICA 22774	Minor Tools	20-27-00-6102	\$356.49
BOA JULY2015	BANK OF AMERICA 22774	Chemicals	20-27-00-6104	\$15,645.00
BOA JULY2015	BANK OF AMERICA 22774	Safety Apparel & Supplies	20-27-00-6110	\$274.63
BOA JULY2015	BANK OF AMERICA 22774	Buildings and Grounds	20-27-00-6112	\$337.99
BOA JULY2015	BANK OF AMERICA 22774	Fuel & Lube	20-27-00-6118	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Water/Sewer Maintenance	20-27-00-6119	\$4,521.72
BOA JULY2015	BANK OF AMERICA 22774	Water Meters	20-27-00-6129	\$23,618.75
BOA JULY2015	BANK OF AMERICA 22774	Street/Sidewalks	20-27-00-6313	\$1,320.54
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	20-27-00-6316	\$465.29
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-27-00-6317	\$1,596.52
BOA JULY2015	BANK OF AMERICA 22774	Miscellaneous Services/Charges	20-27-00-6346	\$95.50
BOA JULY2015	BANK OF AMERICA 22774	License & Certification - Line Maintenance	20-27-00-6365	\$31.05
BOA JULY2015	BANK OF AMERICA 22774	License & Certification	20-27-00-6365	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Chemicals	20-29-00-6104	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Building & Grounds	20-29-00-6112	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	20-29-00-6317	\$1,350.00
BOA JULY15	BANK OF AMERICA 22774	ADMIN CHARGES	20-29-00-6320	\$5,000.00
Total GPWA OPERATING FUND				\$87,356.02
BOA JULY2015	BANK OF AMERICA 22774	Library: State Aid (ODL)	30-30-06-6541	\$1,941.74
BOA JULY2015	BANK OF AMERICA 22774	Police: OSBI Grant	30-30-07-6357	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Bullet Proof Vest Grant	30-30-07-6597	\$0.00
Total GRANTS FUND				\$1,941.74
BOA JULY2015	BANK OF AMERICA 22774	Promotion of Tourism	45-45-00-6367	\$74.50
BOA JULY2015	BANK OF AMERICA 22774	Pool Improvements	45-45-00-6509	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Highland Hall and Park Repairs	45-45-00-6531	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Park Improvements	45-45-00-6545	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Lake Improvements	45-45-00-6546	\$4,101.84
Total HOTEL/MOTEL TAX FUND				\$4,176.34
BOA JULY2015	BANK OF AMERICA 22774	All Copier Lease	54-54-02-6705	\$2,067.04
BOA JULY2015	BANK OF AMERICA 22774	E911	54-54-07-6514	\$0.00
Total CAPITAL PROJECTS				\$2,067.04
BOA JULY15	BANK OF AMERICA 22774	SEWER LINE REHAB	55-55-00-6547	\$208.00
Total CMOM Fee				\$208.00
BOA JULY2015	BANK OF AMERICA 22774	Building & Grounds	72-72-00-6112	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Tent & Burial Supplies	72-72-00-6554	\$0.00
Total CEMETERY CARE FUND				\$0.00

A/P Claims List

from 8/21/2015 to 8/21/2015

Invoice #	Vendor	Description	Account	Cost
BOA JULY2015	BANK OF AMERICA 22774	Professional Development (Airport)	98-98-00-6048	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Office Supplies	98-98-00-6101	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Minor Tools	98-98-00-6102	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Safety Supplies/Apparel	98-98-00-6110	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Building & Grounds	98-98-00-6112	\$3,487.31
BOA JULY2015	BANK OF AMERICA 22774	Telephone & Internet	98-98-00-6301	\$176.15
BOA JULY2015	BANK OF AMERICA 22774	Printing	98-98-00-6308	\$3.21
BOA JULY2015	BANK OF AMERICA 22774	Airport Beacon	98-98-00-6315	\$0.00
BOA JULY2015	BANK OF AMERICA 22774	Vehicle Maintenance	98-98-00-6316	\$423.80
BOA JULY2015	BANK OF AMERICA 22774	Machine/Equipment Maintenance	98-98-00-6317	\$6.21
BOA JULY2015	BANK OF AMERICA 22774	Professional Services	98-98-00-6373	\$0.00
		Total AIRPORT FUND		\$4,096.68
		Total All Funds		\$190,710.43