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**63<sup>rd</sup> 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

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**SPECIAL CITY COUNCIL MEETING WORKSHOP**

Tuesday, September 15, 2015 at 6:00p.m.

City Hall 3<sup>rd</sup> Floor Conference Room

101 N. 2<sup>nd</sup> Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Public Comments.
3. Discussion regarding food trucks.
4. Discussion regarding City of Guthrie finances.
5. Request for future items of discussion.
6. 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 15, 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.
a. Proclamation: Constitution Week
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 September 1, 2015..... 1
B. Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting FY 2016..... 3
4. Discussion and possible action on Resolution No. 2015-19 for the renewal of the lease-purchase agreement with Farmers & Merchants (F&M) Bank for the period of one year commencing on October 1, 2015 and ending September 30, 2016 ..... 10
5. Adjournment.

CITY COUNCIL MEETING

63rd City Council
Tuesday, September 15, 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 City Council Workshop held on September 1, 2015
..... 13

- B. Consider approval of minutes of the Regular City Council Meeting held on September 1, 2015.....15
- C. Consider approval to reject and rebid Bid No. 2015-08, Chemical Feed System Enclosure .....18
- D. Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting FY 2016 ..... 3
- E. Consider approval of Civil Defense Siren Maintenance Agreement between the City of Guthrie and Goddard Enterprises.....21
- F. Consider approval of the EMS Agreement between the City of Guthrie and Logan County Emergency Medical Services District Board of Trustees.....27
- G. Consider approval of Agreement between the City of Guthrie and Logan Community Services, Inc. for temporary shelter care for juveniles. ....35
- H. Consider approval of the FY 2015-2016 renewal of the Honor Park Lease Agreement between the City of Guthrie and the American Legion .....38
- 3. Discussion and possible action on Resolution No. 2015-19 for the renewal of the lease-purchase agreement with Farmers & Merchants (F&M) Bank for the period of one year commencing on October 1, 2015 and ending September 30, 2016. ....10
- 4. Discussion and possible action on Ordinance No. 3274, Rules and Regulations for Waterfowl Hunting at Liberty Lake .....41
- 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)(1), for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Attorney).
  - B. 307(B)(1), for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Judge and Alternate Judge).
- 8. Consider action regarding City Attorney.
- 9. Consider action regarding City Judge and Alternate Judge.
- 10. Adjournment.

## **Proclamation**

**WHEREAS**, September 17, 2015 marks the two hundred and twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

**WHEREAS**, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as constitution week;

**NOW, THEREFORE**, I, Steven J. Gentling, Mayor of the City of Guthrie, Oklahoma, do hereby declare September 17 through 23, 2015, as:

### **Constitution Week**

In Guthrie, Oklahoma, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

**In Witness Whereof**, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Guthrie, Oklahoma, on this 15th day of September in the year of our Lord two thousand fifteen and of the Independence of the United States of America the two hundred and thirty-ninth and of Statehood of Oklahoma the one hundred eighth.

MINUTES  
GUTHRIE PUBLIC WORKS AUTHORITY MEETING  
September 1, 2015

The regular meeting of the Guthrie Public Works Authority was posted on Friday, August 28, 2015, before 5:00 p.m. and held Tuesday, September 1, 2015, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Council Member Bothroyd.

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

Chairman Steven J. Gentling called the meeting to order at 7:01 p.m.

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

Members Absent: Sharyl Padgett

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Maxine Pruitt	Cyndi O

Chairman Gentling declared a quorum with six (6) 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 18, 2015.

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

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

Chairman Gentling declared the motion carried unanimously.

**Public Hearing, Resolution No. 2015-17.** The Guthrie Public Works Authority is required to submit a budget to its beneficiary pursuant to Title 60, Section 176c. General Manager Johnson informed a budget has been prepared for the fiscal year ending September 30, 2016 (FY 2016) consistent with the statutory requirements. A public hearing was held for the purpose of soliciting public comment(s) regarding the adoption of Fiscal Year 2016 Budget. Ms. Carol Hirzel addressed the Board of Trustees and requested the cost of liability insurance for the past three years. Motion by Council Member E. Wood, seconded by Vice Mayor J. Wood, moved

approval of Resolution No. 2015-17, adopting FY 2016 Budget for the Guthrie Public Works Authority Fund and Miscellaneous Funds. Trustees entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, 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 7:15p.m.

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Kim Biggs, Secretary

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Steven J. Gentling, Chairman



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

September 15, 2015

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting FY 2016.

Summary

The proposed Engagement Letter provides services covering Annual Financial Statement preparation, general accounting and advisory assistance. Upon request, Crawford and Associates are prepared to provide a full range of accounting and consulting services at the standard rate set in the Engagement Letter. Crawford & Associates has worked with the City of Guthrie over the past twenty-six years and are very knowledgeable of the financial history of the City of Guthrie. In the FY16 budget, \$50,000 has been appropriated for said services.

Funding Expected Revenue X Expenditure N/A
Budgeted X Yes No N/A
Account Number 01-01-00-6330 Amount \$50,000 in FY 2016
Legal Review X N/A Required Completed Date: Same as last year

Supporting documents attached

- Engagement Letter

Recommendation

Approve the Engagement Letter with Crawford & Associates

Action Needed Public Hearing X Motion Emergency Clause



September 8, 2015

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

To the Honorable Mayor and Members of the City Council:

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

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

### Scope of Services

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

#### Scope of Available Services

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

#### Initial Services Requested

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

### Services Related to the Compilation of Annual Financial Statements

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

#### *Applicable Financial Reporting Framework*

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

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

#### *Crawford & Associates' Responsibilities*

We will compile, from information you provide, the annual financial statements of the financial reporting entity of the City of Guthrie as of and for the year ended September 30, 2015. Such financial statements will include the following to the extent they apply to the applicable financial reporting framework defined above:

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

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

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

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

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

*Management's Responsibilities*

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

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

*Limitations of a Compilation*

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

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

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

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

*Management's Acknowledgements*

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

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

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

#### **Other Requested and Available Services**

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

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

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

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

#### **Access to Working Papers and Reports**

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

#### **Fees and Costs**

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

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

Standard Hourly Rates:

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

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

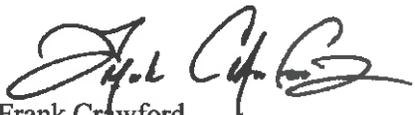
The term of this engagement is a period from October 1, 2015 through September 30, 2016. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

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

Acceptance

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

Respectfully submitted and agreed to by,

  
Frank Crawford  
Crawford and Associates, P.C.

**Accepted and agreed to for the City of Guthrie:**

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

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

Date: \_\_\_\_\_



**Agenda Item Cover Letter**

**Meeting**

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

**Date of Meeting**

September 15, 2015

**Contact**

Kim Biggs  
City Clerk/Treasurer

**Agenda Item**

Discussion and possible action regarding Resolution No. 2015-19 for the renewal of the lease-purchase agreement with Farmers & Merchants Bank for the period of one year commencing on October 1, 2015 and ending September 30, 2016.

**Summary**

On February 3, 2015, the City Council approved the lease/purchase agreement with Farmers & Merchants Bank for five years with an interest rate of 1.95% and an annual payment amount of \$27,106.59 with the total amount to be financed not to exceed \$129,239 for the purchase of vehicles for Police, Streets, Parks, and Line Maintenance Departments. The attached resolution is a standard one year renewal agreement as required by Farmers & Merchants Bank.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>54-56-12-6710</u>	<b>Amount</b>	<u>\$27,106.59 annually</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

**Supporting documents attached**

- Resolution No. 2015-19
- Letter from Barry Anderson

**Recommendation**

Approve Resolution 2015-19 for the renewal of the lease-purchase agreement with Farmers & Merchants Bank for the period of one year commencing on October 1, 2015 and ending September 30, 2016.

**Action Needed**       Public Hearing       Motion       Emergency Clause

RESOLUTION NO. 2015-19

**RESOLUTION FOR LEASE RENEWAL #9247700**

WHEREAS, The City of Guthrie, State of Oklahoma has entered into a Lease-Purchase Agreement with F&M Bank, Guthrie Oklahoma on March 9, 2015.

WHEREAS, the expiration date of foresaid Lease Purchase Agreement is September 30, 2015 and WHEREAS it is the desire of the City of Guthrie to renew, extend and revitalize the said Lease-Purchase Agreement for the following described item(s):

2011 Chevrolet Tahoe, VIN XXXXXXX6424  
2015 Chevrolet Silverado, VIN XXXXXX5312  
2015 Chevrolet Silverado, VIN XXXXXX4389  
2015 Chevrolet Silverado, VIN XXXXXX2277

THEREFORE, be it resolved that the Lease Purchase Agreement with F&M Bank Edmond, Ok is hereby renewed for the period of one year commencing on the 1<sup>st</sup> day of October, 2015 and ending on the 30<sup>th</sup> day of September 2016.

Signed on the 15<sup>th</sup> day of September, 2015.

LESSEE:

THE CITY OF GUTHRIE, STATE OF OKLAHOMA

\_\_\_\_\_  
MAYOR

LESSOR:

F&M BANK

\_\_\_\_\_  
PRESIDENT

ATTEST: \_\_\_\_\_

Kim Biggs, City Clerk



F&M Bank

1800 E. Oklahoma • Guthrie OK 73044 • fmbankok.com  
Telephone 405.260.8800 • Facsimile 405.260.1507

June 9, 2015

City of Guthrie  
101 N 2<sup>nd</sup>  
Guthrie, Ok 73044

**Re: Resolution of Lease Renewal**

Dear City of Guthrie

Enclosed you will find a standard one year Resolution of lease/purchase renewal. Please review this document and execute necessary approvals and signatures. Keep one copy for your records and return the other two copies in the enclosed envelope. Should you have any other questions please do not hesitate to contact, Barry Anderson at 405-260-8800.

Sincerely,

Barry Anderson  
President

Enclosure: Lease Renewal

MINUTES  
CITY COUNCIL MEETING  
Council Workshop  
September 1, 2015

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, August 28, 2015, before 5:00 p.m. and held Tuesday, September 1, 2015, in the Guthrie City Hall 3<sup>rd</sup> 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
	Ed Wood	Brian Bothroyd	

Members Absent:	Jeff Taylor	Sharyl Padgett
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Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Maxine Pruitt	Cyndi O

Mayor Gentling declared a quorum with five (5) Council Members in attendance.

**Public Comments.** Downtown business owners, Mr. James Hensley, Mr. Joe Stanbro, and Mr. John Stanbro, addressed the City Council regarding their disapproval of the downtown improvement project due to the bump outs, trees, tree roots, birds, and limited sight to storefronts.

Council Member Jeff Taylor arrived at 6:07 p.m.

**Discussion regarding sales tax.** City Manager Johnson shared sales tax rates from other Oklahoma municipalities. The State average is 8.958% and the average within 60 miles is 8.917%. Guthrie is currently at 8.25%. Johnson also handed out a community survey that was conducted in Guthrie in June of 2000. He stated that if this is the direction the Council wants to go in terms of a survey, then we need to narrow down exactly what we want to ask our citizens. Johnson will continue to add other items to the list identified by the GAP committee that he found by visiting with city departments and members of the community. Mayor Gentling would like to see more projects/activities for senior citizens added to the list. Johnson will present all identified projects with cost estimates at the next Council workshop.

**Discussion regarding ethics policy.** Mayor Gentling summarized discussions that have taken place regarding this topic. The problem is with public perception when council members make statements in public or on social media that it could be taken as if they are speaking for the entire City Council. City Manager Johnson stated moving forward, the City Council should pass a resolution if they are for or against a community event. By passing a resolution, council members are able to make statements in public due to the action taken by the entire City Council. The consensus with council members is to not use titles when making public statements and to

preface public comments with “this is my opinion as a citizen” unless action has been taken by the entire City Council.

**Discussion regarding Main Street Program.** City Manager Johnson explained how the program works and the costs associated with it --- approximately \$45,000 from the City of Guthrie and \$45,000 from downtown business owners. Guthrie participated in this program years ago. Councilmembers would like more history and information about the program.

**Request for future items of discussion.** Disc Golf, Sales Tax, Drilling Requirements, Food Trucks, Update from Vybranz.

**Adjournment.** There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 6:52 p.m.

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Kim Biggs, City Clerk

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Steven J. Gentling, Mayor

MINUTES  
CITY COUNCIL MEETING  
September 1, 2015

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, August 28, 2015, before 5:00 p.m. and held Tuesday, September 1, 2015, in the Guthrie City Hall Council Chambers.

Mayor Steven J. Gentling called the meeting to order at 7:16 p.m.

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

Members Absent: Sharyl Padgett

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Maxine Pruitt	Cyndi O

Mayor Gentling declared a quorum with six (6) Council Members in attendance.

**Consent Agenda.** Motion by Council Member Thomas, seconded by Council Member E. Wood, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Special City Council Budget Workshop held on August 13, 2015.
- B. Consider approval of minutes of the City Council Workshop held on August 18, 2015.
- C. Consider approval of minutes of the Regular City Council Meeting held on August 18, 2015.
- 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.
- E. Consider authorizing Library Staff to institute Food for Fines Program for two months.
- F. Consider approval to award Bid No. 2015-07, Demolition Services and Debris Removal, to the low bid of \$40,945.00.
- 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.

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

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

Mayor Gentling declared the motion carried unanimously.

**Public Hearing, Resolution No. 2015-15.** Staff has prepared and achieved a balanced budget for the General Fund and miscellaneous funds for Fiscal Year 2016 and has completed the budget

process in accordance with Title 11 O.S. §17-201, et seq. A public hearing was held for the purpose of soliciting public comment(s) regarding the adoption of Fiscal Year 2016 Budget. There was no public comment. Motion by Vice Mayor J. Wood, seconded by Council Member Bothroyd, moved approval of Resolution No. 2015-15, adopting FY 2016 Budget for the General Fund and Miscellaneous Funds. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

**Resolution No. 2015-18.** Motion by Council Member Thomas, seconded by Council Member Taylor, moved approval 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. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, 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 welcomed the City Manager back; looking forward to the football season; and excited about the next Safe Routes to School project on Walnut Street.

**Executive Session.** Motion by Council Member Thomas, seconded by Council Member E. Wood, 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, E. Wood, Bothroyd  
Nay: None

Mayor Gentling declared the motion carried unanimously at 7:20 p.m. Attending Executive were: Mayor Gentling, Vice Mayor J. Wood, Councilmembers Thomas, Taylor, E. Wood, and Bothroyd; and City Attorney Shadid.

**Reconvene.** Mayor Gentling reconvened the Guthrie City Council Meeting at 7:25 p.m. and stated no action was taken in Executive Session.

**Consider action regarding City v. Leon Spitz.** Motion by Vice Mayor J. Wood, seconded by Council Member Taylor, moved to authorize the Mayor to execute the settlement agreement with Leon Spitz. Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Thomas, Taylor, 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 7:26 p.m.

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Kim Biggs, City Clerk

---

Steven J. Gentling, Mayor



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: September 15, 2015, Contact: Jessie Bryan, Purchasing Agent

Agenda Item

Consider approval to reject and rebid Bid No. 2015-08, Chemical Feed System Enclosure.

Summary

On August 18, 2015, City Council gave permission to solicit bids to enclose the Liquid Chlorine Dispensing Station. The public notice to contractors was published in the Guthrie News Leader on August 22 and 29th. Sealed bids were opened and read aloud on September 11, 2015 at 10:00am.

One bid was received from Lakeland Contractors from Grove, OK for the amount of \$159,300.

On the recommendation of Myers Engineering, staff requests to reject this bid, re-advertise and receive bids at a later date.

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

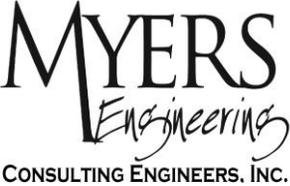
Supporting documents attached

- Bid Tabulation Sheet, Recommendation letter from Myers Engineering

Recommendation

Approve to reject and rebid Bid No. 2015-08, Chemical Feed System Enclosure.

Action Needed: Public Hearing, Motion, Emergency Clause

			<b>BID TABULATION</b> <b>Wastewater Treatment Plant Improvments</b> <b>Chemical Feed Building Enclosure</b> <b>For The Guthrie Public Works Authority/City of Guthrie</b> <b>211135.112</b> <b>Friday, September 11, 2015 @ 10:00 a.m.</b>		
					Lakeland Contractors Grove, Oklahoma
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT	ITEM COST
1	1	LS	QUONSET HUT METAL BUILDING SYSTEM (30' X 40')		\$159,300.00
			<b>TOTAL BID</b>		<b>\$159,300.00</b>

September 11, 2015

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

Re: Summary and Recommendation of WWTP- Chemical Feed System Enclosure  
MEC No. 211135.112

Dear Mayor and Council Members:

Bids for the above referenced project were received, opened, and read aloud on Friday, September 11, 2015, at 10:00 a.m. (The detailed bid tabulation sheet is attached to this letter).

Of the five contractors who obtained specifications and plans, one submitted a bid. A summary of the bid follows:

Contractor	Section A
Lakeland Contractors	\$159,300.00

Only one bid was received on the project. Therefore, we recommend that the City Council reject the bid received, re-advertise to acquire additional contractors, and receive bids at a later date.

Respectfully submitted,

*Signature to appear on original letter*

William T. Myers, P.E.

cc: MECE 211135.112

Attachment



**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> September 15, 2015	<b>Contact</b> Kim Biggs, City Clerk/Treasurer
--	--	--

**Agenda Item**

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

**Summary**

The proposed agreement is a renewal for one year beginning October 1, 2015 through September 30, 2016. Goddard Enterprises has been the City of Guthrie’s contractor for nineteen years. The contractor shall inspect at least once every six months, repair and maintain all civil defense warning siren units within the Guthrie City limits. The City of Guthrie has fourteen civil defense warning siren units and the location of the warning siren units are attached to the Agreement as Exhibit A. The civil defense warning siren units are tested the first Friday of every month. In FY 2016 budget, \$2,400 has been appropriated for civil defense siren maintenance and \$2,000 has been appropriated for warning siren repairs.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>01-01-00-6372</u>	<b>Amount</b>	<u>\$4,400 in FY 2016</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same as last year</u>

**Supporting documents attached**

- Civil Defense Siren Maintenance Agreement

**Recommendation**

Approve the Civil Defense Siren Maintenance Agreement

**Action Needed**       Public Hearing       Motion       Emergency Clause

## **CIVIL DEFENSE SIREN MAINTENANCE AGREEMENT**

This AGREEMENT, made and entered into this 15<sup>th</sup> day of September, 2015, by and between the City of Guthrie, a municipal corporation (hereinafter “City”) and Joe Goddard, d.b.a./Goddard Enterprises (hereinafter “Contractor”).

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

**TERM:** The term of this Agreement shall be for one (1) year, commencing on the 1st day of October, 2015, and ending on the 30th day of September, 2016, unless either the City or Contractor gives a thirty-day written notice.

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

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

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

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

Office: 405-830-9057

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

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

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

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

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

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

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



CITY OF GUTHRIE

\_\_\_\_\_  
Mayor

STATE OF OKLAHOMA            )  
  )     SS.  
COUNTY OF LOGAN            )

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

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_, 20\_\_\_\_.

## EXHIBIT A

### SIREN LOCATIONS

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



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

September 15, 2015

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

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

Summary

The proposed EMS Agreement is the same as last year including the two amendments added as recommended by the Logan County EMS Board. The first amendment is in regard to reimbursing the City for equipment purchased through a competitive bidding process. The second amendment removed Paragraph 4.A. regarding the disposition of vehicles taken out of service. The Logan County Emergency Medical Services District Board of Trustees (LCEMS) was created September 21, 1982 for the purpose of providing emergency medical services for the district comprised of the Independent School District No. 1 area through the levy of an ad valorem tax of 3.07 mills upon all real property situated in the district. The Trustees shall pay the City 90% of the 3.07 mills levied as compensation for providing for emergency medical services for the period of October 1, 2015 through September 30, 2016. In the FY 2016 budget, \$345,000 is the projected revenue to be received from the LCEMS.

Table with 4 columns: Funding Expected, Budgeted, Account Number, Legal Review. Includes rows for Revenue/Expenditure, Yes/No, Amount (\$345,000 in FY 2016), and N/A/Required/Completed Date.

Supporting documents attached

- EMS Agreement

Recommendation

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

Action Needed

Public Hearing X Motion Emergency Clause

## A G R E E M E N T

An AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between LOGAN COUNTY EMERGENCY MEDICAL SERVICES DISTRICT BOARD OF TRUSTEES (comprised of the area contained within Independent School District No. 1 of Logan County, Oklahoma), hereinafter referred to as "TRUSTEES" and the CITY OF GUTHRIE, OKLAHOMA, a municipal corporation, hereinafter referred to as "CITY".

## W I T N E S S E T H

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

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

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

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

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

2. TERM: The TRUSTEES agree to hire CITY to run and operate as a SOLE-PROVIDER SYSTEM in the DISTRICT from the first day of October, 2015, and terminate on September 30, 2016, for the compensations hereinafter provided payable monthly.

3. COMPENSATION: The TRUSTEES shall pay CITY 90% of the 3.07 mills levied as compensation for providing an administrative secretary and for emergency medical services to the DISTRICT for the period of October 1, 2015, through September 30, 2016.

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

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

- (1) Upon mutual agreement of the parties.
- (2) Upon the default in payment of compensation by the TRUSTEES as hereinafter set forth;
- (3) Upon the failure of CITY to perform its responsibilities as required in this Agreement.
- (4) Upon the dissolution of the Logan County Emergency Medical District as provided by law.

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

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

5. OUT-OF-DISTRICT CALLS: CITY agrees to make such calls outside the DISTRICT as are consistent with the life-saving responsibility of an Emergency Medical Services Sole-Provider System. Out-of-District ambulance calls shall be assigned by the ambulance dispatcher and made when the emergency response capabilities within the DISTRICT are not jeopardized, which decision remains in the sole discretion of the CITY. Out-of-District calls and services shall be billed by the CITY in accordance with the CITY's then current out-of-district emergency medical service call rate schedule.

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

standardized run report for ambulance services promulgated by the State Department of Health.

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

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

9. DISCLAIMERS: Nothing in this Agreement shall be construed as creating a partnership or joint venture relation between the parties hereto. All matters relating to the direct management of CITY personnel, including, but not limited to, hiring, pay, job descriptions, job duties, discipline, supervision, and termination are exclusively the responsibility of the CITY.

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

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

LOGAN COUNTY EMERGENCY  
MEDICAL SERVICES DISTRICT  
BOARD OF TRUSTEES

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_, 2015

\_\_\_\_\_  
Chairman

CITY OF GUTHRIE, OKLAHOMA

ATTEST: (Seal)

\_\_\_\_\_  
City Clerk

\_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF LOGAN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, Chairman, Logan County Emergency Medical Services District Board of Trustees.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires:

\_\_\_\_\_  
My Commission No.  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF LOGAN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Steven J. Gentling, Mayor, City of Guthrie, a municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires:

\_\_\_\_\_  
My Commisssion No.

\_\_\_\_\_



**Agenda Item Cover Letter**

<b>Meeting</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	<b>Date of Meeting</b> September 15, 2015	<b>Contact</b> Kim Biggs, City Clerk/Treasurer
--	--	--

**Agenda Item**

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

**Summary**

The proposed agreement is a renewal for one year beginning October 1, 2015 through September 30, 2016. Logan Community Services, Inc. has the facilities to provide temporary shelter care and is fully certified by the Oklahoma Department of Mental Health and Substance Abuse Services for those individuals determined to be appropriate for temporary shelter care. When deemed appropriate, the City may refer individuals to the Logan Community Services, Inc. for juvenile or youth shelter care. The City of Guthrie has contracted for said services with Logan Community Service, Inc. for twenty-four years. In FY 2016 budget, \$1,500 has been appropriated for temporary shelter care for juveniles.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>01-07-70-6345</u>	<b>Amount</b>	<u>\$1,500 in FY 2016</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same as last year</u>

**Supporting documents attached**

- Agreement

**Recommendation**

Approve the agreement with the Logan Community Service, Inc.

**Action Needed**       Public Hearing       Motion       Emergency Clause

## AGREEMENT

**This AGREEMENT**, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Guthrie, Oklahoma, a municipal corporation (hereinafter “CITY”), and Logan Community Services, Inc., a non-profit Oklahoma corporation (hereinafter “LCS”).

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

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

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

1. **TERM.** The term of the Agreement shall be for one (1) year, commencing on October 1, 2015 and ending September 30, 2016 subject to the provisions of paragraph 5.
2. **SERVICES.** When deemed appropriate, the CITY may refer individuals to the LCS for juvenile or youth shelter care, or drug or alcohol counseling services. Upon receipt of a written request from the Guthrie City Manager, or his or her designee, the LCS shall provide such services.
3. **COMPENSATION.** For provision of the services covered by this Agreement, the CITY shall pay to the LCS One Thousand Five Hundred Dollars (\$1,500.00) annually, said compensation to be paid in twelve (12) equal monthly installments of One Hundred Twenty-Five Dollars (\$125.00) each. It is expressly agreed that the CITY shall bear no obligation, financial or otherwise, to pay the cost for any provision of juvenile shelter care or drug or alcohol counseling service not authorized in advance by the CITY, or any substance abuse treatment or rehabilitation.
4. **REPORTING.** Not later than fifteen days following the close of each quarter, LCS shall prepare and submit to the Guthrie Chief of Police, or his or her designee, a confidential written report covering the preceding calendar quarter that shows:
  - 4.1. Names of the juveniles who received shelter care or drug or alcohol counseling services and a summary of the services provided to each.
  - 4.2. The total number of juvenile-shelter days and juvenile-counseling hours provided for shelter care and drug or alcohol counseling, respectively.

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

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

“LCS”  
Logan Community Services, Inc.

ATTEST: (Seal)

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

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

ATTEST: (Seal)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	September 15, 2015	Maxine Pruitt,
<input type="checkbox"/> GPWA		Municipal Services Director
<input type="checkbox"/> Other: _____		

**Agenda Item**

Consider approval of the FY 2015-2016 renewal of the Honor Park Lease Agreement between the City of Guthrie and the American Legion.

**Summary**

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

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>01-01-00-5466</u>	<b>Amount</b>	<u>\$1.00</u>

**Supporting documents attached:**

- Honor Park Lease Agreement, 1 pg.

**Recommendation**

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

**Action Needed**       Public Hearing       Motion       Emergency Clause



## HONOR PARK LEASE AGREEMENT

THIS Lease Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Guthrie, Oklahoma, a municipal corporation (hereinafter called "City") and American Legion Post No. 58 (hereinafter called "Tenant"); and

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

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

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

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

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

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

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

AMERICAN LEGION POST NO. 58

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

CITY OF GUTHRIE

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

Mayor



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

September 15, 2015

Contact

Bruce Johnson,
City Manager

Agenda Item

Discussion and possible action on Ordinance No. 3274, Rules and Regulations for Waterfowl Hunting at Liberty Lake.

Summary

Ordinance No. 3244 approved December 4, 2012, sets forth the rules and regulations for waterfowl hunting at Liberty Lake and grants the Guthrie Park Board the duty of determining dates for waterfowl hunting annually. During the Park Board meeting on August 14, 2014, City staff spoke in favor of disallowing duck hunting, and duck hunters spoke in support of allowing duck hunting. The Park Board voted unanimously in favor of allowing waterfowl hunting during the 2014 season. The motion to decide whether or not to allow waterfowl hunting at Liberty Lake for the 2014 season was brought before the 62nd City Council on August 19, 2014, at the regular meeting, and failed unanimously.

In accordance with the annual requirement set forth in Ordinance No. 3244, a decision is pending regarding waterfowl hunting at Liberty Lake for the 2015 season.

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

Supporting documents attached

- Ordinance No. 3244
Park Board Minutes from August 14, 2014
City Council Minutes from August 19, 2014
Ordinance No. 3274

Recommendation

Approve or deny Ordinance No. 3274.

Action Needed Public Hearing X Motion Emergency Clause

**ORDINANCE NO. 3244**

**AN ORDINANCE RELATING TO PARK AND RECREATION,  
CREATING CHAPTER 15, ARTICLE 2, SECTION 15-18,  
RULES AND REGULATIONS FOR WATERFOWL HUNTING  
AT LIBERTY LAKE; PROVIDING FOR CODIFICATION;  
PROVIDING FOR REPEALER AND SEVERABILITY; AND  
DECLARING AN EMERGENCY.**

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

**SECTION 1.** Chapter 15, Article 2, Section 15-18 of the Guthrie City Code, is hereby creating the following rules and regulations for waterfowl hunting for Liberty Lake to read as follows:

- A. These rules supersede all water fowl hunting rules in existence prior to the date hereof and will remain in force until further notice. Current fees and penalties to remain in existence in accordance with the Guthrie City Code, Ordinances and Resolutions duly adopted from time to time by the City Council except as modified herein. The goal of the City in enacting these rules and regulations is to promote good sportsmanship and courtesy to all lake users and to thereby enhance the recreational use of Liberty Lake.
- B. Authority for the enforcement of these rules and regulations is delegated to the respective City Lake Enforcement and/or police officers, as supervised and approved by the City Manager or his/her designee.
- C. These rules and regulations will be conspicuously posted at Liberty Lake for the benefit of the using public and at City Hall. Additional copies are maintained at City Hall in the Utility Office and Police Department, as needed, to provide adequate dissemination to the public. In addition, fishing and hunting permits will contain applicable statements related to closure, restriction, or other limitations deemed adequate by the City Manager and as approved by the Guthrie Parks Board.
  - 1. Waterfowl hunting dates are to be determined by the Guthrie Parks Board annually.
  - 2. All Federal, State and City regulations will apply.
  - 3. Roads are not to be barricaded or closed in any way except by Lake Enforcement or Public Safety officials. Parking will be limited to designated areas.
  - 4. Blinds will not be moved from location assigned. Blinds must be constructed within 10 yards of the blind marker post.

5. Blinds may be installed two weekends before opening of waterfowl season. All blinds must be removed by the second Saturday after waterfowl season ends. The dates and times for set up and removal will be established by the Lake Enforcement. The permit holders are responsible for the removal of the blinds and cleaning the property within the time frame established by the Lake Enforcement. If the blinds or the property is not cleaned, the permit holders may be cited for permit violations.
6. All blind cover and trash will be removed from lake area.
7. Permission must be obtained from Lake Enforcement before any trees or nature cover is cut. All nature cover used from the lake area must be cut at or below ground level.
8. All decoys and boats must have your initials on each. All decoy weights and decoy tie lines must be removed from the lake at the end of waterfowl season.
9. Liberty Lake will be closed for fishing and day use from 6:00 a.m. to noon during the Waterfowl Hunting Season. Liberty Lake opens at 6:00 a.m. for waterfowl hunting and all hunters must be off the lake each day at noon. No evening hunting is allowed. Camping will be closed for the entire waterfowl season.
10. All decoys must be removed from Liberty Lake when waterfowl season ends. Property left after two (2) weeks may become the property of the City of Guthrie and may be disposed of without further notice as the City of Guthrie deems proper. If the decoys are not removed the individual may be cited for permit violations.
11. The City Clerk will issue a press release notifying the public of the date and time of the Waterfowl Hunting Drawing for Liberty Lake. A public blind drawing will be held the second Wednesday in September at 7:00 p.m. at City Hall.
12. Permit holders must be at least eighteen (18) years of age. One (1) permit holder shall be present with their guests at all times when inside the park.
13. There will be a maximum of four (4) hunters per blind. Each hunter has the opportunity to place his/her name in the drawing. No names will be taken after 7:00 p.m. on the date of the drawing and the hunter must be present. The first name drawn will have the opportunity to pick the blind location, to provide the names of the four (4) hunters for the said blind and to accept the blind by paying \$400 fee. The four (4) hunter's names will be listed on the permit. The hunter is allowed to occupy only one blind. This will not keep the hunter from hunting from another blind as a guest provided all guest rules

and regulations are followed. If a name is drawn and the hunter is already listed on a permit, the name will be withdrawn and another name will be drawn.

14. Blinds will not be issued after the drawing date and the permits are not transferable.
15. Blinds will be numbered the same each year if possible. Blinds may be added or deleted depending on the lake conditions existing at the time of the drawing.
16. Blind locations will be designated by lake personnel. No blinds will be authorized except as designated. No blinds will be built on any boat or fish dock or boat ramp.
17. Lake personnel will issue a lake map showing each blind and parking location.
18. Shotguns only shall be allowed at Liberty Lake and no larger than 12 gauge. All shotguns are restricted to federally-approved nontoxic shot and the possession of lead shot is prohibited.
19. Dogs must be on a leash not to exceed ten (10) feet in length, one end of which must be securely fastened to restrict the movement of the dog with the exception of retrieving waterfowl.
20. The failure of any permit holder to abide by all City of Guthrie ordinances, rules and regulations may result in immediate revocation of Liberty Lake waterfowl hunting privileges by Lake Enforcement or by police officers and may include citation and/or arrest.
21. It is the responsibility of the permit holder to make sure each guest has read and understands these rules and regulations before entering the park area. A guest's entry into the park area constitutes acknowledgement and agreement to these rules and regulations. As such, any violation of these rules and regulations by a permit holder (hunter) or guest may result in citation, revocation of the permit holder's (hunter's) permit, revocation of the guest pass and/or arrest. Permit holder (hunter) and guests will hold the City harmless from all claims including court costs and attorney fees arising out of Waterfowl Hunting at Liberty Lake.
22. All guests must be accompanied by a permit holder (hunter). Up to three (3) guests are permitted in the blind provided that the total number of waterfowl-blind occupants does not exceed four (4) persons. Each permit holder can be issued up to three (3) guest passes, one of which must be in each guest's possession at all times when inside the park. Guests are allowed to hunt in the

specified blind listed on the guest pass provided they follow all municipal, state and federal rules, regulations and laws.

23. Violation of any part of this ordinance is punishable by \$200 fine per day.

**SECTION 2. CODIFICATION.**

Section 1 of this Ordinance is hereby codified as Chapter 15, Article 2, Section 15-18 of the Guthrie City Code.

**SECTION 3. REPEALER.**

All ordinances in conflict herewith are hereby repealed.

**SECTION 4. SEVERABILITY.**

If any section, sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason, such holdings shall not be construed to invalidate the remainder of this ordinance, notwithstanding such holding.

**SECTION 5. EMERGENCY.**

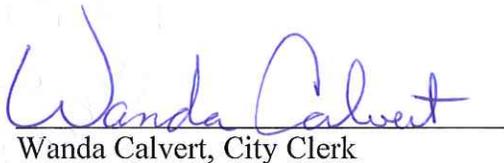
An emergency is hereby declared to exist and this ordinance being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

The foregoing ordinance was introduced before the Guthrie City Council on the 4<sup>th</sup> day of December, 2012 and was duly adopted and approved by the Mayor and City Council on the 4<sup>th</sup> day of December, 2012, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et seq.).



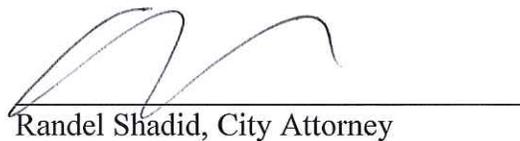
\_\_\_\_\_  
Chuck Burtcher, Mayor

ATTEST: (Seal)



\_\_\_\_\_  
Wanda Calvert, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Randel Shadid, City Attorney

AFFIDAVIT OF PUBLICATION

Belinda Ramsey, of lawful age being duly sworn, upon oath deposes and says that She is the Publisher of the Guthrie News Leader, a legal newspaper, and that said newspaper has been continuously and uninterruptedly published in said county during the period of Fifty Two (52) weeks consecutively, required by House Bill 99. Affiant further states that said newspaper meets all the requirements of the laws of the State of Oklahoma with reference to legal publications. The advertisement above referred to, a true and printed copy of which is hereto attached was published in said Guthrie News Leader on the following dates, to-wit. Said notice was published in the regular edition of said newspaper and not in a supplement thereof.

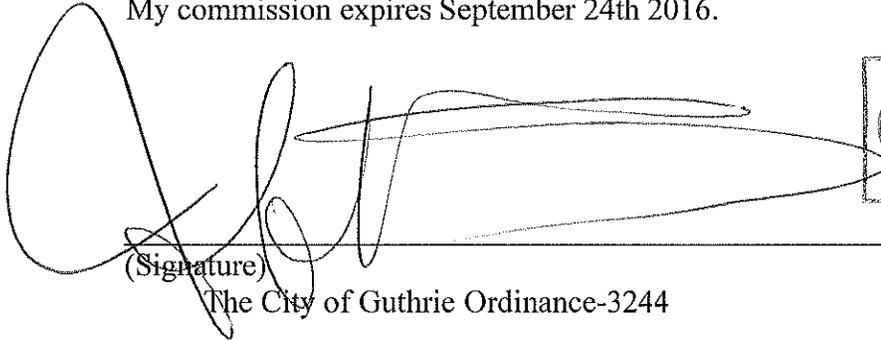
Publishing Dates: Dec. 8, 2012

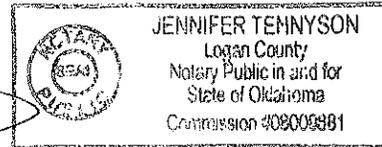
Publishing Fee: 13.20

  
(Signature)

Subscribed and sworn to before me this 15th day of December, 2012.

My commission expires September 24th 2016.

  
(Signature)



The City of Guthrie Ordinance-3244



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**Chairperson** – Zachary Colorio

**Vice Chairperson** – Cheri French

**Secretary** –

**Members** – Jean Lacina – Ben Coffin – Mary Beth Craven

**City Representative** – Maxine Pruitt – Jayson Riepe

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## **GUTHRIE SPECIAL PARKS BOARD MEETING**

### **MINUTES**

Thursday, August 14, 2014 at 6:30 PM

City Hall Council Chambers

101 N. 2<sup>nd</sup> Street, Guthrie, Oklahoma 73044

- 1. Roll Call.** Chairman, Zachary Colorio, called the meeting to order at 6:30 p.m. with Vice Chairperson, Cheri French, and Board Members, Jean Lacina, Ben Coffin and Mary Beth Craven present. A quorum was declared. City representative Maxine Pruitt and Officer Anthony Gibbs were present.
- 2. Discussion and Action on Liberty Lake duck hunting for the 2014 season.** Officer Anthony Gibbs gave a report on the recent activities at Liberty Lake and presented to the Board and the duck hunters the challenges Water Fowl Hunting would cause. Officer Gibbs recommended not to allow water fowl hunting. Some of his reasons included how duck hunting does not work cohesively with the total plan approved by Council for the Liberty Lake Park; the large number of campers who now utilize the park; and that there will be a lake attendant with a family living in the Liberty Lake house so safety is a concern. It was also noted that where water fowl hunting realized about \$4,800 annually, the rise in activity at Liberty Lake has already seen a revenue increase of \$20,000 and is projected to reach an estimated \$35,000 by the end of the 2014 Fiscal Year.  
  
Five (5) duck hunters were in attendance and all signed spoke. Their stance was in favor of hunting and their reasons were mostly emotionally charged. Those in attendance spoke of how their families had been duck hunting at Liberty Lake for generations. They noted that they were very responsible in their activities. They also offered to sponsor fundraisers to bring in more funding.  
  
Officer Gibbs had to leave the meeting before all hunters spoke so he was unable to defend his recommendation. The Park Board voted 5 – 0 in favor of allowing the water fowl hunting this 2014 season.
- 3. Staff Report.** None.
- 4. Adjournment.** Approximately 7:45 p.m.

MINUTES

CITY COUNCIL MEETING

August 19, 2014

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

Mayor Mark Spradlin called the meeting to order at 7:11 p.m.

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

Members Absent: None

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

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

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

- A. Consider approval of minutes of the Special City Council Workshop Meeting held on August 5, 2014.
- B. Consider approval of minutes of the Regular City Council Meeting held on August 5, 2014.
- C. Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2015.
- D. Consider authorizing City staff to contract with Aetna to continue providing dental insurance coverage for City employees for fiscal year 2015.
- E. Consider approval to accept a grant in the amount of \$17,961 from an anonymous donor to establish a mobile children and teen book collection.
- F. Consider approval to award Bid No. 2014-08, Municipal Pool Mechanical Replacement project to the lowest bidder, Paddock Enterprises, Inc. for the amount of \$49,490 and authorize the Mayor to execute a contract.

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

Aye: Spradlin, Wood, Ayers, Coffin, Thomas, Taylor, Padgett  
Nay: None

Mayor Spradlin declared the motion carried unanimously.

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

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

Aye: None

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

Mayor Spradlin declared the motion failed unanimously.

**Ordinance No. 3259.** Motion by Councilmember Coffin, seconded by Vice Mayor Wood, moved approval of Ordinance No. 3259 setting the requirements for mobile food vendors to sell on public property inside Guthrie city limits. Councilmembers entered their votes and the votes were displayed with the following results:

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

Nay: None

Mayor Spradlin declared the motion carried unanimously.

**City Manager's Report.** City Manager Breland stated that the Oklahoma Water Resources Board approved a forgivable loan in the amount of approximately \$700,000 to furnish water to the Town of Coyle; and, also urged the community to visit the City's website for more information about the sales tax election.

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

**Adjourn.** There being no further business for the Guthrie City Council, Mayor Spradlin declared the meeting adjourned at 7:25 p.m.

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Kim Biggs, City Clerk

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Mark Spradlin, Mayor

**ORDINANCE NO. 3274**

**AN ORDINANCE REPEALING ORDINANCE NO. 3244 AN ORDINANCE RELATING TO PARK AND RECREATION, CREATING CHAPTER 15, ARTICLE 2, SECTION 15-18, RULES AND REGULATIONS FOR WATERFOWL HUNTING AT LIBERTY LAKE; PROVIDING FOR SEVERAILITY AND REPEALER.**

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

Section 1. Ordinance No. 3244 relating to Park and Recreation, creating Chapter 15, Article 2, Section 15-18, Rules and Regulations for waterfowl hunting at Liberty Lake is repealed.

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

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

The foregoing Ordinance was introduced before the Guthrie City Council on the 15<sup>th</sup> day of September, 2015, and was duly adopted and approved by the Mayor and City Council on said date.

\_\_\_\_\_  
Steven J. Gentling, Mayor

ATTEST: Seal

\_\_\_\_\_  
Kim Biggs, City Clerk

APPROVED AS TO SUBSTANCE  
AND FORM:

\_\_\_\_\_  
Randel Shadid, City Attorney

**A/P Claims List**

from 8/27/2015 to 8/27/2015

Invoice #	Vendor	Description	Account	Cost
4555	SAM'S CLUB DIRECT	MISC SUPPLIES	01-01-00-6112	\$299.59
4555	SAM'S CLUB DIRECT	COFFEE SUPPLIES	01-01-00-6114	\$145.00
AUG2015	OG&E 405	GENERAL	01-01-00-6305	\$9,440.44
AUG2015	OG&E 405	STREET LIGHTING	01-01-00-6306	\$10,949.35
AUG2015	OKLAHOMA NATURAL GAS	MONTHLY BILLING FOR ONG - GENERAL	01-01-00-6307	\$688.47
2035474	O.M.A.G.(21302)	OVERPAYMENT FOR STEPHEN MENZEL	01-01-00-6326	\$165.82
AUG2015	RANDEL C. SHADID (20656)	Monthly postage, copying costs and misc	01-02-20-6054	\$4.41
AUG2015	CITY TREASURERS (105)	Reimburse Incidental Fund for filing fees in	01-03-30-6355	\$83.00
AUG2015	CITY TREASURERS (105)	Reimburse Incidental Fund for filing fees in	01-05-51-6354	\$611.00
AUG2015	CHRIS EDWARDS (23118)	PREEMPLOYMENT POLYGRAPH EXAMS	01-07-70-6030	\$400.00
AUG2015	LOGAN COMMUNITY SERVICES,	Logan County REF Program	01-07-70-6345	\$125.00
145-1	RUDY CONSTRUCTION (22971)	FY2015 STREET CIP	01-12-00-6113	\$13,275.00
AUG2015	SHINEY BAYS CAR WASH	CAR WASH JULY AUGUST	01-14-41-6116	\$126.30
		<b>Total GENERAL FUND</b>		<b>\$36,313.38</b>
2035386	CODY MCNALLY 22732	REIMBURSEMENT FOR CELL PHONE	09-09-90-6102	\$95.01
1565623	SUNTRUST EQUIPMENT	2013 DODGE AMBULANCE QUARTLY	09-09-92-6709	\$8,292.06
		<b>Total FIRE/EMS FUND</b>		<b>\$8,387.07</b>
CM AUG2015	WASTE CONNECTIONS, INC		20-00-00-5466	(\$250.00)
AUG2015	OG&E 405	GPWA	20-21-00-6305	\$12,535.22
AUG2015	OKLAHOMA NATURAL GAS	MONTHLY BILLING FOR ONG - GPWA	20-21-00-6307	\$329.66
AUG2015	USPS - UNITED STATES POSTAL	POSTAGE	20-21-00-6309	\$2,000.00
1528890/1538201	WASTE CONNECTIONS, INC	Sanitation Service Agreement with Waste	20-21-00-6348	\$74,011.54
2026741	MYERS ENGINEERING	TO #64 PEER REVIEW FOR GPWA	20-21-00-6373	\$3,310.00
102617	SOUTHWEST CHEMICAL (20977)	WATER TREATMENT CHEMICALS	20-23-00-6104	\$3,797.01
102686	SOUTHWEST CHEMICAL (20977)	WATER TREATMENT CHEMICALS	20-23-00-6104	\$1,549.00
102529	SOUTHWEST CHEMICAL (20977)	BLANKET FOR SODIUM HYDROXIDE	20-24-00-6104	\$1,954.16
1528890/1538201	WASTE CONNECTIONS, INC	Sanitation Service Agreement with Waste	20-26-00-6375	\$3,927.79
		<b>Total GPWA OPERATING FUND</b>		<b>\$103,164.38</b>
AUG2015	ARROW W RODEO	FIRST CAPITAL PROF RODEO	45-45-00-6367	\$1,000.00
8035	STAPLEGUN DESIGN, INC	SOCIAL MEDIA DEVELOPMENT	45-45-00-6367	\$2,500.00
0002230	HURLEY PLUMBING 267	REPAIRS TO LAKE HOUSE PARTS	45-45-00-6546	\$512.40
		<b>Total HOTEL/MOTEL TAX FUND</b>		<b>\$4,012.40</b>
AUG2015	AT&T CAPITAL SERVICES, INC.	PHONE SYSTEM MONTHLY PAYMENT	54-54-02-6710	\$925.62
1451	RUDY CONSTRUCTION (22971)	FY2015 STREET CIP	54-55-12-6521	\$235,000.00
2035434	S & D ELECTRIC MOTOR	REPLACED BAD CORD ON PUMP FOR	54-55-24-6586	\$400.00
6847	S & D ELECTRIC MOTOR	REPLACED 2.2 FLYGT PUMP AT THE	54-55-24-6586	\$5,564.00
6848	S & D ELECTRIC MOTOR	REPLACE BAD CORD ON PORTABLE	54-55-24-6586	\$350.60
AUG2015	FARMERS & MERCHANTS	POLICE UNITS AND GPWA TRUCKS	54-56-12-6710	\$27,126.97
		<b>Total CAPITAL PROJECTS</b>		<b>\$269,367.19</b>
03-031700-003	UITLITY DEPOSIT REFUND		71-00-00-5555	\$17.55
07-074006-005	UITLITY DEPOSIT REFUND		71-00-00-5555	\$5.58
08-082350-004	UITLITY DEPOSIT REFUND		71-00-00-5555	\$63.34
09-090380-009	UITLITY DEPOSIT REFUND		71-00-00-5555	\$15.41
09-090480-007	UITLITY DEPOSIT REFUND		71-00-00-5555	\$19.95
09-092885-012	UITLITY DEPOSIT REFUND		71-00-00-5555	\$62.84
10-102220-004	UITLITY DEPOSIT REFUND		71-00-00-5555	\$46.43
13-134070-001	UITLITY DEPOSIT REFUND		71-00-00-5555	\$8.40
14-142540-006	UITLITY DEPOSIT REFUND		71-00-00-5555	\$125.00

**A/P Claims List**

from 8/27/2015 to 8/27/2015

Invoice #	Vendor	Description	Account	Cost
15-151142-028	UITILITY DEPOSIT REFUND	Total UTILITY DEPOSIT FUND	71-00-00-5555	\$100.38 <b>\$464.88</b>
AUG2015	OG&E 405	AIRPORT Total AIRPORT FUND	98-98-00-6305	\$421.75 <b>\$421.75</b>
		<b>Total All Funds</b>		<b>\$422,131.05</b>