



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

CITY COUNCIL MEETING

63rd City Council
Tuesday, February 2, 2016, 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 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 Regular City Council Meeting held on January 19, 2016..... 1
B. Consider approval of awarding Bid No. 2015-09, Grass Management Services (80 acres), to Billy Longnecker, Guthrie, Oklahoma for the high bid of \$300.00 and authorize the Purchasing Agent to execute a contract ..... 4
C. Consider approval of Budget Amendment No. 4 increasing the budget for the General Stabilization Fund, Guthrie Public Works Authority Fund, and Grant Fund..... 6
D. Consider approval of a lease-purchase of nine (9) computers to be purchased under the Oklahoma Statewide Contract and approval of financing the lease-purchase with Dell Financial Services at an interest rate of 4.44% for three years in the amount of \$8,581.38 with the non-appropriation clause as required by Oklahoma State Statutes ..... 8
E. Consider approval to amend the Sports Field Use Agreement with the Guthrie Baseball Summer League for the use of Kiwanis Field .....16
F. Consider approval of the Sports Field Use Agreement with Guthrie Public Schools for the use of Kiwanis Field.....29
G. Consider approval of the Liberty Lake House Occupancy Agreement between the City of Guthrie and a Park Attendant.....41
4. Discussion and possible action on Mayor’s nomination(s) to the Guthrie Library Board .....47
5. Discussion and possible action of adopting Ordinance No. 3278 amending court cost and fines to correspond with the fines as reflected in the current Oklahoma State Statutes Title 47, Motor Vehicles .....52
6. Discussion and possible action of Ordinance No. 3279 amending Ordinance No. 2422 making it unlawful to construct or develop more than twelve (12) multifamily housing

- units at any one address within the Central Business District without a Special Use Permit from the City Council, and declaring an emergency.....55
- 7. Discussion and possible action on Ordinance 3280, adopting the National Electric Code .....58
- 8. City Manager’s Report
- 9. Requests/comments from members of the City Council
- 10. Adjournment.

**GUTHRIE PUBLIC WORKS AUTHORITY MEETING**

Tuesday, February 2, 2016 at 7:00pm  
City Hall Council Chambers  
101 N. 2<sup>nd</sup> 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 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 January 19, 2016.....61
  - B. Consider approval of Budget Amendment No. 4 increasing the budget for the General Stabilization Fund, Guthrie Public Works Authority Fund, and Grant Fund..... 6
  - C. Consider authorizing staff to solicit bids for grass management services for one (1) property located at the Guthrie Convenience Center, in the NW ¼ Section, T16N, R3W, 13.48 acres mol. and allow the Mayor to execute the contract .....63
  - D. Consider approval to award Bid No. 2015-11, Waterline Relocation ODOT Project, to Cherokee Pride Construction, Sapulpa, Oklahoma, for the amount of \$477,931.00 and authorize the Mayor to execute the contract.....65
  - E. Consider approval to award Bid No. 2015-12, Sewer Line Relocation ODOT Project, to Downey Contracting of Oklahoma City, Oklahoma, for the amount of \$461,028.00 and authorize the Mayor to execute the contract..... 77
- 3. Adjournment.

MINUTES  
CITY COUNCIL MEETING  
January 19, 2016

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, January 15, 2016, before 5:00 p.m. and held Tuesday, January 19, 2016, in the Guthrie City Hall Council Chambers.

Mayor Gentling called the meeting to order at 7:06 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:	Bruce Johnson	Randel Shadid	Kim Biggs
	Don Sweger	Cody Mosley	Suzette Chang

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

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

- A. Consider approval of minutes of the Regular City Council Meeting held on January 5, 2016.
- B. Consider approval to declare property that has reached its useful life, become obsolete, and/or is not functioning as surplus property and allow the Purchasing Agent to dispose of said property in a way that tis most beneficial to the City of Guthrie.

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.

**Recess.** Mayor Gentling recessed the City Council meeting at 7:07 p.m.

**Reconvened.** Mayor Gentling reconvened the City Council meeting at 7:21 p.m.

**Public Hearing, Special Use Permit.** Motion by Vice Mayor J. Wood, seconded by Council Member E. Wood, moved approval of a special use permit for operation of a storage unit business at I-35 & College. 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.

**Ordinance No. 3277.** Motion by Council Member Taylor, seconded by Council Member Padgett, moved approval of re-adopting Ordinance No. 3277 amending existing sales tax ordinances and levying and assessing a sales tax of three-quarter percent (3/4%) in addition to the present City, County, and State excise taxes levied and assessed upon the gross proceeds or gross receipts derived from all sales to any person taxable under the sales tax laws of Oklahoma; providing for the purpose; earmarking the same to be expended only for capital improvements; providing for effective and operative dates and providing for repealer and severability. 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:** City Manager Johnson reminded citizens of the upcoming sales tax election on February 9, 2016.

**Requests/Comments from Members of the City Council:** Reminded citizens of the upcoming FFA Pork Chop Supper at the Logan County Fairgrounds on January 22, 2016. Thanked Officer Jonathan Williams for his rendition of Dr. Martin Luther King, Jr.'s "I have a dream" speech.

**Executive Session.** Motion by Vice Mayor J. Wood, seconded by Council Member Taylor, moved approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:

- A. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of public officer or employee (City Manager)
- B. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of public officer or employee (City Clerk)
- C. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of public officer or employee (City Attorney)
- D. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Logan County Rural Water District No. 1)
- E. 307(B)(4) for the purpose of discussing confidential communications between the City Council and its Attorney concerning a pending investigation or claim (Initiative Petition).

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 7:25 p.m. Attending Executive Session were Mayor Gentling, Vice Mayor J. Wood, Council Members Thomas, Taylor, Padgett, E. Wood, and Bothroyd, City Manager Johnson, City Attorney Shadid, and Attorney Jim Milton.

**Reconvene.** Mayor Gentling reconvened the Guthrie City Council Meeting at 9:40 p.m. and stated no action was taken in Executive Session.

**Consider action regarding City Manager.** Motion by Vice Mayor J. Wood, seconded by Council Member E. Wood, moved for negotiations with the City Manager on the extension of his contract. 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.

**Consider action regarding City Clerk.** No action.

**Consider action regarding City Attorney.** No action.

**Consider action regarding Logan County Rural Water District No. 1.** Motion by Vice Mayor J. Wood, seconded by Council Member Taylor, moved for a new trial and to allow the City Attorney to continue negotiations. 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.

**Consider action regarding Initiative Petition.** Motion by Vice Mayor J. Wood, seconded by Council Member E. Wood, moved to allow the City Attorney to file a petition for declaratory judgement. 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 9:45 p.m.

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Kim Biggs, City Clerk

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Steven J. Gentling, Mayor



**Agenda Item Cover Letter**

**Meeting**

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

**Date of Meeting**

February 2, 2016

**Contact**

Jessie Bryan,  
Purchasing Agent

**Agenda Item**

Consider approval of awarding Bid No. 2015-09, Grass Management Services (80 acres), to Billy Longnecker, Guthrie, Oklahoma for the high bid of \$300.00 and authorize the Purchasing Agent to execute a contract.

**Summary**

On September 1, 2015, the City Council authorized staff to solicit bids for grass management services for 80 acres located at East College Street and Midwest Blvd. 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 plus the individual will pay the City for the use of the property. The lease is for one (1) year and may be terminated with 30 day notice.

A bid notice was published in the Guthrie News Leader on September 12 & 19, 2015 with a bid date of October 5, 2015, six (6) bid packets were mailed to interested parties, and information was posted to the City's website. No bids were received. Another bid notice was published on November 5 & 12, 2015 with a bid opening date of November 30, 2015. One (1) bid proposal was received: Billy Longnecker \$300.00 (grazing). Mr. Longnecker is the apparent high bidder and meets all criteria.

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input 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>01-00-00-5466</u>	<b>Amount</b>	<u>\$300.00</u>

**Supporting documents attached:**

- Bid Tabulation Sheet – Bid No. 2015-09

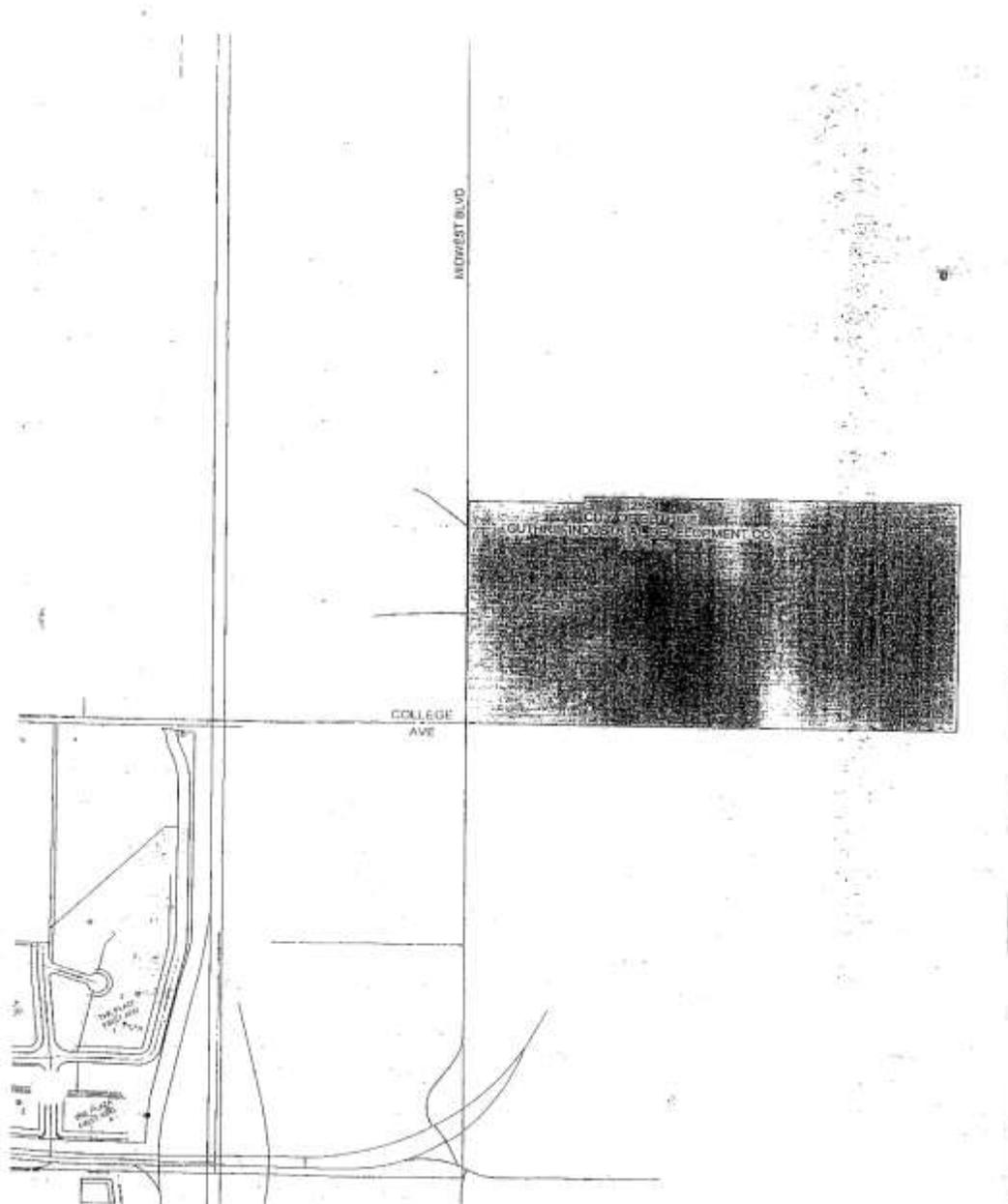
**Recommendation**

Decision should be made at the council's discretion.

**Action Needed**       Public Hearing       Motion       Emergency Clause

# Map of 80 Acres

The area at East College and Midwest Blvd., located in Southwest Quarter (SW/4) of Section Two (2), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, is 80 acres mol. See attached.





**Agenda Item Cover Letter**

**Meeting**

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

**Date of Meeting**

February 2, 2016

**Contact**

Kim Biggs,  
City Clerk/Treasurer

**Agenda Item**

Consider approval of Budget Amendment No. 4 increasing the budget for the General Stabilization Fund, Guthrie Public Works Authority Fund, and Grant Fund.

**Summary**

Budget Amendment No. 4 addresses unbudgeted revenue and expenditures:

1. Grant Fund in the amount of \$3,500 for money received from the American Quarter Horse Association.
2. General Stabilization Fund not to exceed \$65,000 for the purchase of cemetery property.
3. Guthrie Public Works Authority Fund in the amount of \$938,959 (ODOT reimbursable) for the relocation of water and sewer lines associated with ODOT Project No. J/P 21860(06) UTILITIES.

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

**Supporting documents attached**

- Request for Budget Amendment
- Budget Revision Report

**Recommendation**

Staff recommends approval.

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

**CITY OF GUTHRIE**  
**GUTHRIE PUBLIC WORKS AUTHORITY**  
**REQUEST FOR BUDGET AMENDMENT**

Type of Amendment: \_\_\_\_\_ Date: February 2, 2016  
1. Transfer of Appropriations  
2. Supplemental Appropriations --X--  
3. Appropriation Decrease \_\_\_\_\_ Amendment No. 4  
4. Revenue Increase

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**Funds Effected:**

Grant Fund - \$3,500  
General Stabilization Fund – not to exceed \$65,000  
GPWA Fund - \$938,959

**Comments:**

Budget Amendment No. 4 addresses unbudgeted revenue and expenditures:

1. Grant Fund in the amount of \$3,500 for money received from the American Quarter Horse Association.
2. General Stabilization Fund not to exceed \$65,000 for the purchase of cemetery property.
3. Guthrie Public Works Authority Fund in the amount of \$938,959 (ODOT reimbursable) for the relocation of water and sewer lines associated with ODOT Project No. J/P 21860(06) UTILITIES.

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**APPROVAL**

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

Purchasing Agent: \_\_\_\_\_ City Manager: \_\_\_\_\_

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Council Approval Needed? Yes Date Posted: \_\_\_\_\_

If yes, date approved: \_\_\_\_\_ City Clerk: \_\_\_\_\_

\*\*\*\*\*

After amendment has been entered in the computer, copies are to be sent to the following:

- City Manager - 1 copy
- Purchasing Agent - 1 copy
- Department Head - 1 copy



**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	February 2, 2016	Jessie Bryan,
<input type="checkbox"/> GPWA		Purchasing Agent
<input type="checkbox"/> Other: _____		

**Agenda Item**

Consider approval of a lease-purchase of nine (9) computers to be purchased under the Oklahoma Statewide Contract and approval of financing the lease-purchase with Dell Financial Services at an interest rate of 4.44% for three years in the amount of \$8,581.38 with the non-appropriation clause as required by Oklahoma State Statutes.

**Summary**

The City currently maintains approximately 75 computers. In 2014, City Council approved the lease - purchase of 30 computers financed through Dell’s Government Leasing Program. In an effort to establish a rotating schedule and replace as many computers as possible at a reasonable cost, Dell’s Government Leasing Program offers the best value and accomplishes both quantity and quality.

<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>01-01-00-6311</u>	<b>Amount</b>	<u>\$2,860.46 per year</u>
<b>Legal Review</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>1/26/2016</u>

**Supporting documents attached**

- Financing Agreement
- Quote from Dell Financial Services

**Recommendation**

Approval of a lease-purchase of nine (9) computers to be purchased under the Oklahoma Statewide Contract and approval of financing the lease-purchase with Dell Financial Services at an interest rate of 4.44% for three years in the amount of \$8,581.38 with the non-appropriation clause as required by Oklahoma State Statutes.

<b>Action Needed</b>	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Emergency Clause
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Prepared For: **CITY OF GUTHRIE**

**January 25, 2016**

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

<b>Term</b>	<b>36</b>
<b>Option</b>	<b>TELP</b>
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	3 Payments
1021529844867.1	OptiPlex 3020 Small Form Factor	\$795.00	5	\$3,975.00	0.34820	<b>\$1,384.10</b>
	Dell Latitude E5550/5550 BTX	\$1,060.00	4	\$4,240.00	0.34820	<b>\$1,476.37</b>
<b>TOTALS</b>				<b>\$8,215.00</b>		<b>\$2,860.46</b>

**Proposal Expiration Date:**  
**February 24, 2016**

**PLEASE NOTE:**  
**Personal Property Taxes (PPT) do not apply to this lease.**

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

**End of Term Options:**  
**Tax Exempt Lease Purchase (TELP):**

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

**Tiffany Collins**  
Financial Solutions Representative  
Dell | Financial Services  
office + 1 512 723-7225  
[Tiffany\\_Collins@Dell.com](mailto:Tiffany_Collins@Dell.com)



Prepared For:

CITY OF GUTHRIE

January 25, 2016

**Additional Information:**

**LEASE QUOTE:** The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

**PURCHASE ORDER:** The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

**INSURANCE:** The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

**APPROPRIATION COVENANT:** The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

**DOCUMENTATION:** In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

**PROPOSAL VALIDITY / APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.



# Quote 1021529844867.1

## CITY OF GUTHRIE

Salesperson	Quote Details	Billing Details
<b>Salesperson Name</b> Kyle Kowalski	<b>Quote Date</b> 01/25/2016	<b>Company Name</b> CITY OF GUTHRIE
<b>Salesperson Email</b> Kyle_Kowalski@Dell.com	<b>Quote Validity</b> 02/24/2016	<b>Customer Number</b> 46683837
<b>Salesperson Phone</b> 18009993355	<b>Solution ID</b> -	<b>Phone Number</b> 1 (405) 2820502
<b>Salesperson Extension</b> 7250065		<b>Address</b> PO BOX 908 GUTHRIE OK 73044 US

### Price Summary

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 3020 Small Form Factor (BTX)	5	\$795.00	\$3,975.00
Dell Latitude E5550/5550 BTX	4	\$1,060.00	\$4,240.00
		<b>Subtotal</b>	<b>\$8,215.00</b>
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		<b>Total</b>	<b>\$8,215.00</b>

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,  
Kyle Kowalski

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Product Details by Shipment

Shipping Group 1

Shipping Contact:	LANCE CRENSHAW	Subtotal	\$8,215.00
Shipping Phone No:	1 (405) 2820502	Tax	\$0.00
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	101 NORTH 2ND ST	Environmental Fee	\$0.00
	GUTHRIE	Total	\$8,215.00
	OK 73044		
	US		

Description	Quantity	Unit Price	Subtotal Price
<b>OptiPlex 3020 Small Form Factor (BTX)</b>	5	\$795.00	\$3,975.00

Estimated Delivery Date: 01/29/2016  
 Contract Code: WN26AGW  
 Customer Agreement No: SW1020D

210-ABDX	OptiPlex 3020 Small Form Factor BTX Base	5	-	-
338-BEUB	Intel Core I5-4590 (Quad Core, 3.30GHz Turbo, 6MB, w/ HD Graphics 4600)	5	-	-
536-BBBJ	Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)	5	-	-
634-BEQZ	Microsoft Office Home and Business 2016	5	-	-
370-AAJE	4GB (1x4GB) 1600MHz DDR3 Non-ECC	5	-	-
400-AANO	3.5 inch 500GB 7200rpm Hard Disk Drive	5	-	-
954-3465	No DDPE Encryption Software	5	-	-
429-AAJU	8X Slimline DVD+/-RW drive	5	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	5	-	-
580-AAQX	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black	5	-	-
570-AADU	Dell Logitech USB Optical Mouse	5	-	-
480-ABFW	Display Not Included	5	-	-
555-BBNG	Thank You for Choosing Dell	5	-	-
520-AABP	Internal Dell Business Audio Speaker	5	-	-

340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	5	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	5	-	-
340-ABJI	No Diagnostic/Recovery CD media	5	-	-
387-BBCG	No ESTAR	5	-	-
340-AAUC	Dell Digital Delivery Cirrus Client	5	-	-
421-5334	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex	5	-	-
421-9982	Thank you for buying Dell	5	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	5	-	-
422-0052	SW,MY-DELL,CRRS	5	-	-
632-BBBZ	Visit <a href="http://www.dell.com/encryption">www.dell.com/encryption</a>	5	-	-
632-BBCB	Thank you for buying Dell	5	-	-
640-BBDF	Adobe Reader 11	5	-	-
640-BBEV	Dell Data Protection   Protected Workspace	5	-	-
658-BBMQ	Enable Low Power Mode	5	-	-
658-BBNH	Waves Maxx Audio	5	-	-
340-ABKW	No Quick Reference Guide	5	-	-
321-BBLR	OptiPlex 3020 Small Form Factor Chassis with Standard Power Supply V2	5	-	-
461-AAAX	Chassis Intrusion Switch	5	-	-
412-AABM	Small Form Factor Chassis Mainstream Heatsink (95watts)	5	-	-
340-ACGR	SHIP MTL,SYSM,OptiPlex SFF	5	-	-
461-AABV	No Accessories	5	-	-
650-AAAJ	No Anti-Virus Software	5	-	-
620-AASU	Windows 8.1 DVD OS Recovery(English)	5	-	-
389-BDSE	Regulatory Label OptiPlex 3020 Small Form Factor	5	-	-
389-BBWP	Intel Core I5 Label	5	-	-
998-BGHF	Fixed Hardware Configuration	5	-	-
632-BBBJ	PowerDVD Software not included	5	-	-
332-1286	US Order	5	-	-
637-AAAS	Dell Backup and Recovery Basic	5	-	-
389-BDQH	Print on Demand Label	5	-	-
340-AGMO	Management Engine	5	-	-
800-BBIP	Desktop BTS/BTP Shipment	5	-	-
634-BENZ	No DDP ESS Software	5	-	-
555-BBNI	No Wireless LAN Card	5	-	-
817-BBBC	Not Selected in this Configuration	5	-	-
803-8583	Dell Limited Hardware Warranty Plus Service	5	-	-
803-8774	ProSupport Plus: Accidental Damage Service, 3 Years	5	-	-
803-8802	ProSupport Plus: Keep Your Hard Drive, 3 Years	5	-	-
803-8830	ProSupport Plus: Next Business Day Onsite, 3 Years	5	-	-
803-8886	ProSupport Plus: 7x24 Technical Support, 3 Years	5	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	5	-	-

Description	Quantity	Unit Price	Subtotal Price
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<b>Dell Latitude E5550/5550 BTX</b>	4	\$1,060.00	\$4,240.00
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Estimated Delivery Date:	01/29/2016
Contract Code:	WN26AGW
Customer Agreement No:	SW1020D

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210-ACTG	Dell Latitude E5550/5550, BTX	4	-	-
379-BCBD	5th Generation Intel Core i5-5300U (Dual Core, 2.3GHz, 3M cache) Lat 5550	4	-	-
536-BBBM	Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)	4	-	-
338-BGCZ	Intel Core i5-5300U Processor Base for additional Security, Intel HD Graphics 5500	4	-	-
634-BEZQ	Microsoft Office Home and Business 2016	4	-	-
370-AAQJ	4GB (1x4GB) 1600MHz DDR3L Memory	4	-	-
954-3465	No DDPE Encryption Software	4	-	-
580-ACLF	Internal Dual Pointing Backlit Keyboard (English)	4	-	-
400-AGIY	500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive, Latitude	4	-	-
575-BBDJ	7MM Hard Drive Bracket	4	-	-
555-BBYR	Intel Dual Band Wireless-AC 7265AC 802.11ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card	4	-	-
631-AALO	Intel vPro™ Technology's Advan	4	-	-
346-BBLG	Smart Card Reader (Dual Pointing) Palmrest	4	-	-
320-BBJJ	Non-Touch HD LCD Back Cover with Camera, WLAN only	4	-	-
391-BBSY	15.6 HD (1366x768) Anti-Glare LCD with Camera	4	-	-
451-BBJT	Primary 4-cell 51W/HR Battery	4	-	-
460-BBEX	No Carrying Case	4	-	-
452-BBSE	No Docking Station	4	-	-
650-AAAM	No Anti-Virus Software	4	-	-
620-AASU	Windows 8.1 DVD OS Recovery(English)	4	-	-
637-AAAS	Dell Backup and Recovery Basic	4	-	-
319-BBBK	No Camera Software	4	-	-
998-BJYS	Fixed Hardware Configuration	4	-	-
555-BCBF	Intel Dual Band Wireless 7265 Driver	4	-	-
450-AAEJ	US Power Cord	4	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	4	-	-
430-XXYG	No Resource DVD	4	-	-
340-AMCC	Quick Reference Guide	4	-	-
362-BBBB	No Wireless WAN Card	4	-	-
387-BBIP	Energy Star 6.0	4	-	-
340-ACQQ	No Option Included	4	-	-
332-1286	US Order	4	-	-
452-BBDB	Dell Docking Spacer for Latitude	4	-	-
583-BCHY	Internal Dual Pointing 106 Keys Keyboard Frame	4	-	-
389-BCDK	GCC SPL only	4	-	-
340-AAPP	Directship Info Mod	4	-	-
340-ALXY	Smart Select MIN SHIP Docking (DAO)	4	-	-
338-BCZI	Intel Core i5 Processor Vpro Label	4	-	-

389-BEYY	Regulatory Label included	4	-	-
340-AAUC	Dell Digital Delivery Cirrus Client	4	-	-
340-ADFZ	Dell Power Manager	4	-	-
340-AMIB	Latitude E5550/5550 SRV	4	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	4	-	-
422-0052	SW,MY-DELL,CRRS	4	-	-
640-BBDI	Adobe Reader 11	4	-	-
640-BBEU	Dell Data Protection   Protected Workspace	4	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	4	-	-
658-BBNF	Waves Maxx Audio Royalty	4	-	-
551-BBBJ	No Intel Responsive	4	-	-
800-BBGG	Smart Selection Shipment (L)	4	-	-
634-BENZ	No DDP ESS Software	4	-	-
525-0057	Kace K1000 Express	4	-	-
570-AADK	No Mouse	4	-	-
575-BBCH	No Stand included	4	-	-
450-AAYT	65 Watt AC Adaptor	4	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	4	-	-
997-8317	Dell Limited Hardware Warranty	4	-	-
997-8366	ProSupport Plus: Next Business Day Onsite, 1 Year	4	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	4	-	-
997-8380	ProSupport Plus: 7x24 Technical Support, 3 Years	4	-	-
997-8381	ProSupport Plus: Next Business Day Onsite, 2 Year Extended	4	-	-
997-8382	ProSupport Plus: Keep Your Hard Drive, 3 Years	4	-	-
997-8383	ProSupport Plus: Accidental Damage Service, 3 Years	4	-	-



**Agenda Item Cover Letter**

**Meeting**

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

**Date of Meeting**

February 2, 2016

**Contact**

Bruce Johnson,  
City Manager

**Agenda Item**

Discussion and possible action to amend the Sports Field Use Agreement with the Guthrie Baseball Summer League for the use of Kiwanis Field.

**Summary**

A Sports Field Use Agreement was approved by City Council on March 17, 2015, with the Little League Baseball Association, officially known as the Guthrie Baseball Summer League, for the use of the Kiwanis Field for FY15 baseball season. The agreement was for one (1) year with the playing season from April through July; however, the Guthrie Public Schools Junior High Baseball teams are seeking a place to hold practice from February until April. Amending the existing agreement with the Guthrie Baseball Summer League would allow the Junior High Baseball teams to use Kiwanis field during times which are unlikely to interfere with the activities of the Guthrie Baseball Summer League.

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input 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>	_____	<b>Amount</b>	<u>\$100 Deposit</u>

**Supporting documents attached:**

- Guthrie Baseball Summer League Sports Field Use Agreement for Kiwanis Field with proposed amendments

**Recommendation**

Approve amending the Guthrie Baseball Summer League Sports Field Use Agreement for Kiwanis Field.

**Action Needed**       Public Hearing       Motion       Emergency Clause



## SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this <sup>2nd</sup> ~~10th~~ day of ~~March~~, <sup>February, 2016</sup> ~~2015~~ by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and **Guthrie Baseball Summer League**, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

### 1. PREMISES:

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

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

TO HAVE AND TO HOLD the same for a term commencing on the 1<sup>st</sup> day of **April, 2015** (the "Commencement Date"), and ending on the 1<sup>st</sup> day of **February** ~~April~~, **2016**, subject to termination as provided herein (the "Lease Term").

2/22/2011

2. RENT: LESSEE will pay a deposit in the amount of \$100. LESSEE agrees to pick up all trash and debris and empty the trash cans into the dumpster and clean the restrooms (Owens and Soccer Fields only) after each use of the fields and to have volunteer work days in order to maintain concession stand(s), restrooms (Owens and Soccer Fields), and the Premises and as such to be considered as a portion of the rentals due hereunder. In addition, 5% of all net proceeds from concession sales, gate and entry fees will be payable to the LESSOR at the end of the season. Keys shall be checked out to the LESSEE who may distribute as needed; however, keys are not be copied, and all keys must be returned at the end of the contract. If additional keys are needed, LESSOR will provide. The deposit will be returned if all of the following requirements are accomplished within 15 days of the close of the season: 1) Upon inspection, the premises are determined to be in good condition; 2) All keys are returned; 3) A current contact list for the next season is provided in writing; and 4) 5% of all net proceeds are remitted to LESSOR. ("Exhibit B" Key Distribution Sheet)

3. PURPOSE AND USE: The Premises shall be used for playing Baseball practicing Baseball , conducting

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

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

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

2/22/2011

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

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

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

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

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

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

2/22/2011

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

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

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

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

2/22/2011

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

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

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

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

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

2/22/2011

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

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

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

2/22/2011

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

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

ATTEST:

-----  
City Clerk

ATTEST:

-----  
Secretary

"LESSOR"  
City of Guthrie

By: -----

"LESSEE"  
  
-----

By: -----

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

2/22/2011

EXHIBIT A

KIWANIS FIELD  
701 N. PINE ST.

LEGAL DESCRIPTION

6 ACRES MOL

LEGAL: 02W1 16N 08 NE

N  $\frac{1}{4}$  of the N  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 9, T 16N, R2W

EXHIBIT B  
KEY DISTRIBUTION SHEET

DATE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

FIELD: \_\_\_\_\_

KEYS TO: \_\_\_\_\_

NO. OF KEYS OR SETS: \_\_\_\_\_

RESPONSIBLE PARTY:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

PHONE NO.

## Exhibit C

### SPORTS FIELD MOWING SCHEDULE 2015

Rain may cause schedule to vary  
by a day or two

#### 2 WEEKS SCHEDULE MOWING, TRIMMING

LOCATION	DAY	MONTH AND DATE
COTTONWOOD FLATS	Mondays	April 6th, 7th, 20th and 21st
	Tuesdays	May 4th, 5th, 18th and 19th
		June 1st, 2nd, 15th, 16th, 29th and 30th
		July 14th, 15th, 28th and 29th
		August 10th, 11th, 24th and 25th
		September 6th, 7th, 20th and 21st
		October 4th, 5th, 18th and 19th
OWEN FIELD	Thursdays	April 9th and 23rd
		May 7th and 21st
		June 4th and 18th
		July 2nd, 16th and 30th
		August 13th and 27th
		September 10th and 24th
		October 8th and 22nd
SOCCER FIELDS	Wednesdays	April 8th and 22nd
		May 6th and 20th
KIWANIS FIELD		June 3rd and 7th
		July 1st, 15th and 29th
		August 12th and 26th
		September 9th and 23rd
		October 7th and 21st

EXHIBIT D  
PROOF OF INSURANCE

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**03/11/2015**

<b>PRODUCER</b>  Terrainsure Group 2403 S Division Ste. A Guthrie, OK 73044	Phone: (405)293-4880	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b>  Guthrie Baseball Association PO BOX 1273 Guthrie, OK 73044	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURERS AFFORDING COVERAGE</b></td> <td style="width: 20%;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A: <b>Scottsdale Insurance Company</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: <b>Scottsdale Insurance Company</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>													
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPS1994350	05/16/2014	05/16/2015	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADY INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 designated premises: Cottonwood Flats Baseball Field, Guthrie, OK

<b>CERTIFICATE HOLDER</b>  City of Guthrie	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE (LGI)
--	---



**Agenda Item Cover Letter**

**Meeting**  
 City Council  
 GPWA  
 Other: \_\_\_\_\_

**Date of Meeting**  
February 2, 2016

**Contact**  
Bruce Johnson,  
City Manager

**Agenda Item**

Consider approval of the Sports Field Use Agreement with Guthrie Public Schools for the use of Kiwanis Field.

**Summary**

A Sports Field Use Agreement was approved by City Council on March 17, 2015, with the Little League Baseball Association, officially known as the Guthrie Baseball Summer League, for the use of the Kiwanis Field for FY15 baseball season. The agreement was for one (1) year with the playing season from April through July; however, the Guthrie Public Schools Junior High Baseball teams are seeking a place to hold practice from February until April. Amending the existing agreement with the Guthrie Baseball Summer League would allow the Junior High Baseball teams to use Kiwanis field during times which are unlikely to interfere with the activities of the Guthrie Baseball Summer League.

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input 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>	_____	<b>Amount</b>	<u>\$100 Rent</u>

**Supporting documents attached:**

- Guthrie Public Schools Sports Field Use Agreement for Kiwanis Field

**Recommendation**

Approve the Guthrie Public Schools Sports Field Use Agreement for Kiwanis Field.

**Action Needed**       Public Hearing       Motion       Emergency Clause



## SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 2<sup>nd</sup> day of February, 2016 by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Guthrie Public Schools, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

### 1. PREMISES:

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

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

TO HAVE AND TO HOLD the same for a term commencing on the 1<sup>st</sup> day of February 20 16 (the "Commencement Date"), and ending on the 31<sup>st</sup> day of April, 20 16, subject to termination as provided herein (the "Lease Term").

2. RENT: LESSEE will pay rent in the amount of \$100 or provide improvements equivalent to or exceeding \$100 in value. Keys shall be checked out to the LESSEE who may distribute as needed; however, keys are not be copied,

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and all keys must be returned at the end of the contract. If additional keys are needed, LESSOR will provide. ("Exhibit B" Key Distribution Sheet)

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

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

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

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

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

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

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

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

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

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

10. INDEMNIFICATION: LESSEE agrees that it will protect the LESSOR and indemnify it against any and all penalties, damages, or charges imposed for any violation of any rules, regulations, statutes, laws or ordinances, occasioned by the

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

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

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

12. EVENTS OF DEFAULT: The following events shall be deemed to be events of default under the Lease:
- (a) LESSEE shall fail to comply with rental provisions outlined in paragraph 2, or shall fail to pay for the insurance described in paragraph 6, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date such installment or reimbursement was due.
  - (b) LESSEE shall disband, become insolvent, or shall make transfer in fraud to creditors, or shall make an assignment for the benefit of creditors.

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- (c) LESSEE shall file, or have filed against it, a petition, voluntary or involuntary, under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt, a debtor in bankruptcy or insolvent in proceedings filed against LESSEE thereunder.
- (d) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.
- (e) LESSEE shall fail to comply with any term, provisions, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within fifteen (15) days after written notice thereof of LESSEE.
- (f) LESSEE shall fail to file any sales tax reports in a timely manner or fail to timely pay any sales tax receipts to the Oklahoma Tax Commission.

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

- (a) Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may suffer as a result of termination of this Lease, including the expense of repossession, and any repairs or remodeling undertaken by LESSOR following repossession.
- (b) Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.
- (c) Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution of any claim for damages therefore, and relet the Premises on such terms as LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.
- (d) Without terminating this Lease, terminate LESSEE's right to possession of the Premises.
- (e) Without terminating this Lease or the LESSEE's rights to possession hereunder, enforce all of its rights and remedies under this Lease,

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including the right to recover rent and other charges as they become due under the Lease.

(f) LESSOR may perform for the account of LESSEE any term, covenant, or provision of the Lease that LESSEE has failed to perform.

(g) Exercise any and all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

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

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

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

"LESSOR"

1/10/2014

City of Guthrie

ATTEST:

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

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

“LESSEE”  
\_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
Secretary

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

DRAFT

1/10/2014

EXHIBIT A

KIWANIS FIELD  
701 N. PINE ST.

LEGAL DESCRIPTION

6 ACRES MOL

LEGAL: 02W1 16N 08 NE

N  $\frac{1}{4}$  of the N  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 9, T 16N, R2W

EXHIBIT B  
KEY DISTRIBUTION SHEET

DATE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

FIELD: \_\_\_\_\_

KEYS TO: \_\_\_\_\_

NO. OF KEYS OR SETS: \_\_\_\_\_

RESPONSIBLE PARTY:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

PHONE NO.

## Exhibit C

### SPORTS FIELD MOWING SCHEDULE 2015

Rain may cause schedule to vary  
by a day or two

#### 2 WEEKS SCHEDULE MOWING, TRIMMING

LOCATION	DAY	MONTH AND DATE
COTTONWOOD FLATS	Mondays	April 6th, 7th, 20th and 21st
	Tuesdays	May 4th, 5th, 18th and 19th
		June 1st, 2nd, 15th, 16th, 29th and 30th
		July 14th, 15th, 28th and 29th
		August 10th, 11th, 24th and 25th
		September 6th, 7th, 20th and 21st
		October 4th, 5th, 18th and 19th
OWEN FIELD	Thursdays	April 9th and 23rd
		May 7th and 21st
		June 4th and 18th
		July 2nd, 16th and 30th
		August 13th and 27th
		September 10th and 24th
		October 8th and 22nd
SOCCER FIELDS	Wednesdays	April 8th and 22nd
		May 6th and 20th
KIWANIS FIELD		June 3rd and 7th
		July 1st, 15th and 29th
		August 12th and 26th
		September 9th and 23rd
		October 7th and 21st

EXHIBIT D  
PROOF OF INSURANCE



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

February 2, 2016

Contact

Jim Ahlgren,
Human Resource
Administrative Services
Director

Agenda Item

Consider approval of the Liberty Lake House Occupancy Agreement between the City of Guthrie and a Park Attendant.

Summary

The Liberty Lake house is currently vacant. The Chief of Police and Lake Officer recommend the stationing of a full-time attendant at Liberty Lake house. The residency of a park attendant would require performing sentinel services around the lake, attendant services to lake users, maintain records and accounts related to lake use, and provide cleaning and basic maintenance services for the Liberty Lake house. This agreement will be from now to the end of this fiscal year, September 30, 2016 with the opportunity to renew for the following fiscal year. The occupant will be responsible for certain improvements as laid out in the agreement. The occupant will be responsible for all utilities furnished to the premises as stated in the agreement, and will pay the City of Guthrie \$100 per month, with a penalty of \$25 if after the 10th day of each month. That penalty will continue to increase \$25 for every 7 days the occupant is past due.

Table with 3 columns: Funding Expected, Budgeted, Account Number, Legal Review. Includes values for Revenue, Expenditure, Yes/No, Amount (\$800.00), and Completed Date (January 29, 2016).

Supporting documents attached

- Liberty Lake House Occupancy Agreement

Recommendation

Approve the Liberty Lake House Occupancy Agreement between the City of Guthrie and a Park Attendant.

Action Needed

Public Hearing X Motion Emergency Clause

**OCCUPANCY AGREEMENT**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Guthrie, Oklahoma, hereinafter referred to as “OWNER”, and \_\_\_\_\_, hereinafter referred to as “OCCUPANT”.

**WITNESSETH:**

In consideration of the OWNER’s agreement to provide living quarters to the OCCUPANT, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **PREMISES:** The OWNER hereby agrees to provide living quarters to OCCUPANT located at Liberty Lake, Guthrie, Oklahoma, hereinafter the “Property”.
2. **TERM:** This Agreement shall be for a term of commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ and thereafter on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.
3. **RENTALS:** This lease is made for and in consideration of monthly rental of \$100.00, due and payable to OWNER on or before the 10<sup>th</sup> day of each month during the term hereof. OWNER reserves the right to assess a penalty of \$25.00 for every seven days that rent is past due. It is understood and agreed that the OCCUPANT shall not be required to make any structural improvements at its expense, but that any structural alteration shall be subject to the prior written approval of the OWNER.
4. **REPRESENTATIONS AND WARRANTIES:** As further consideration for this lease, OCCUPANT agrees and binds themselves:
  - A. To maintain the property in at least as good condition as when received by OCCUPANT; to make at their own expense all reasonable and customary repairs and to maintain the grounds and property as needed, including, but not limited to, interior painting, lawn mowing, picking up trash, replacement of non-vandalized/weather damaged broken windows, minor plumbing repairs, supervision of patrons, reporting any misconduct of lake patrons and log activities reported, and any other responsibilities deemed necessary and appropriate by the City Manager or his designee.

- B. To provide “caretaker” or sentinel services around the Liberty lake area which includes responding to incidents or activities which are questionable. Patrols recreation area on foot and/or by vehicle/water craft to monitor lake users. Issuing citations for violations and make court appearances as needed.
  - C. To provide “attendant’ services including registration of campers, collecting camping and access fees, and selling water craft and fishing permits, as well as operating a fishing and refreshment concession. Maintain the park retail store during summer months, Memorial Day to Labor Day, with the store being open 20 hours per week weather permitting during these months.
  - D. Maintains records and accounts for all money collected and is responsible for delivering to the City Treasurer for processing on a periodic basis.
5. **PURPOSE:** The purpose of this Agreement is to outline the terms of occupancy for this dual-purposed city-owned structure. One part of the structure is designed for living quarters while the other part will be a city-operated facility opened to the public. The structure is located at Liberty Lake in Logan County, Oklahoma and the outlined terms of occupancy is as follows:
- A. The living quarters which are the subject of this Agreement shall be used exclusively for residential purposes, and OCCUPANT is obligated not to use same for any purpose that is unlawful or that tends to injure or depreciate the property. The premises, including improvements and appurtenances thereunto, including the locks, keys, plumbing, heating and air-conditioning systems, and all other fixtures are accepted by the OCCUPANT in their present condition, *as is*, except as may be expressly provided therein.
  - B. OCCUPANT shall operate and furnish a fishing and refreshment concession on said property in the part of the structure that is open to the public. Maintenance of the inventory and supplies for such concession shall be provided by the City of Guthrie. OCCUPANT shall deliver receipts to the City Clerk/Treasurer periodically. OCCUPANT shall furnish a quarterly financial report to the City Clerk/Treasurer, outlining all income and expenses related to the operation of the concessions. Such report shall be due within 30 days following the conclusion of the quarter, based upon the calendar year.
  - C. For the purpose of this Agreement, the OWNER’s representative and agent shall be the City Manager or his designee for the City of Guthrie and, as such, OCCUPANT shall address all issues and concerns

related to this Agreement to the City Manager or his designee. Furthermore, as OCCUPANT/Lake Ranger, handle issues and concerns related to fishing permits and other lake regulations the City Manager or his designee of the City of Guthrie for those items addressed by this Agreement.

D. Nothing in this Agreement shall be construed in such a manner as to create an employment relationship between the OWNER and the OCCUPANT.

6. **REPAIRS AND IMPROVEMENTS:** OWNER shall not be obligated to make any improvements to the premises except as agreed to herein. OCCUPANT is obligated to make no additions or alterations whatsoever during the term of this lease to the structure of the premises without prior written permission of the OWNER. All additions, alterations or improvements made by OCCUPANT, with or without consent of OWNER, which are attached or affixed to the Property in a manner such as to cause damage upon their removal from the premises, shall remain the property of OWNER and inure to the benefit of the OWNER unless otherwise agreed in writing; OCCUPANT, however, expressly waiving all right to compensation therefore.
7. **ASSIGNMENT AND SUBLEASING:** OCCUPANT shall not have the right to assign or sublease the Property.
8. **DEFAULT:** Should the OCCUPANT at any time violate any of the conditions of this Agreement, or fail to pay the rent, or other expenses assumed under this Agreement, punctually at maturity, as stipulated, or upon the adjudication of OCCUPANT in bankruptcy, the appointment of a receiver for OCCUPANT, or the filing of a bankruptcy, receivership or respite petition by the OCCUPANT; or upon OCCUPANT's insolvency, unless cured by OCCUPANT within ten (10) days after written demand by OWNER, then the rent for the whole unexpired term of this Agreement shall at once become due and exigible and all past due rent shall bear interest at the rate of twelve (12%) per annum, until paid; and in such event, OWNER shall have the option either at once to demand the entire rent for the entire term or to immediately cancel this Agreement, OCCUPANT to remain responsible for all damages or losses suffered by OWNER, OCCUPANT hereby assenting thereto and expressly waiving the legal notices to vacate the premises. Should an agent or attorney be employed by OWNER to give special attention to the enforcement of any claim of OWNER arising from this lease, OCCUPANT shall pay as fees and compensation to such agent or attorney an additional sum as will constitute a reasonable fee, together with all costs, charges and expenses. Should OCCUPANT at any time use the Property, or any portion thereof, for any illegal or unlawful purposes or commit, or permit or tolerate the commission thereon of any act made punishable by fine or

imprisonment under the laws of the United States or the State of Oklahoma, or under any ordinance of the City of Guthrie or County of Logan, Oklahoma, the remedies set forth in the proceeding paragraphs shall be immediately available to OWNER without necessity of giving any written notice or any other notice to OCCUPANT.

9. **WAIVER:** Failure to strictly and properly, enforce these conditions shall not operate as a waiver of OWNER's rights, OWNER expressly reserving the right to always enforce prompt payment of rent or to cancel this lease, regardless of any indulgences or extensions previously granted. Receipt by OWNER, or OWNER's authorized representative of any rent in arrears or for cancellation of this lease, will not be considered as a waiver of such notice or suit, or any of the rights of OWNER.
10. **DESTRUCTION OF PREMISES:** In the event the improvements situated on the premises are destroyed, in whole or in part, by fire or other loss during the term of this lease, this lease shall terminate. OWNER shall have the exclusive right to elect whether to restore the improvements to their original condition utilizing the insurance proceeds at its discretion.
11. **HOLD HARMLESS:** This Agreement is made upon the express condition that the OWNER shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons, or property of any kind whatsoever, whether the person or property of OCCUPANT, their agents or employees or their persons, from any cause or causes whatsoever while in or upon said premises or any party thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by OCCUPANT in connection therewith, and OCCUPANT hereby covenants and agrees to indemnify and save OWNER harmless from and against all liabilities, charges, and expenses (including counsel fees) and costs on account of or by any reason of any such injuries, liabilities, claims, suits, or losses, however occurring or damages growing out of same.
12. **INSPECTION:** OWNER and OWNER's agents and appointed representatives shall have the right to enter and inspect the Property at any reasonable time during the hours of 9 a.m. and 6 p.m. (in emergencies at all times) for the purpose of ascertaining the condition of the Property.
13. **NOTICE:** All notices required to be given under the terms of this lease shall be in writing and sent by certified mail addressed to OCCUPANT or OWNER at the addresses indicated below and such mailing shall constitute full proof of and compliance with the requirements of notice:

OWNER:

City Manager  
City of Guthrie  
P.O. Box 908  
Guthrie, OK 73044

OCCUPANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **MODIFICATION OF AGREEMENT:** This Agreement is the entire agreement between the parties and cannot be amended or modified except by written agreement signed by both parties.
15. **CONTROLLING AUTHORITY:** This Agreement shall be governed and controlled by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**“OWNER”**  
City of Guthrie, Oklahoma

DATE: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST: (Seal)

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

DATE: \_\_\_\_\_

**“OCCUPANT”**

\_\_\_\_\_  
Ryan Friesen

\_\_\_\_\_  
Jessica Friesen



**Agenda Item Cover Letter**

**Meeting**

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

**Date of Meeting**

February 2, 2016

**Contact**

Suzette Chang,  
Guthrie Library Director

**Agenda Item**

Discussion and possible action on Mayor’s nomination(s) to the Guthrie Library Board.

**Summary**

The Guthrie Library Board has one opening to fill a partial term expiring May 2016. Two applications were submitted to fill the positions.

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

**Supporting documents attached**

- Application of Traci Allison
- Application of Kate Corbett

**Recommendation**

Confirm Mayor’s nomination of one applicant to the Guthrie Library Board.

**Action Needed**       Public Hearing       Motion       Emergency Clause

## Application for Volunteer Boards and Commissions

View any uploaded files by [signing in](#) and then proceeding to the link below:  
<http://www.cityofguthrie.com/Admin/FormHistory.aspx?SID=1084>

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Traci Allison

Daytime Phone Number:: 580-254-XXXX

Evening Phone/Cell Phone::

Address:: XXXX Kyle Dr.  
Guthrie, OK  
73044

Occupation:: Nurse

Education Level:: Vocational and some college

How long have you lived in Guthrie?  
: Less than 2 years

Which board or commission interests you?: Park or Library

Why are you interested in serving on this board or commission?: I have a love of both reading and of gardening. My husband and I love taking our 2 dogs for a walk in the park every weekend. I would like to become involved in the community I now live. I was active in a number of ways in Woodward (where I lived for over 30 years) but have not had the opportunity to serve my new community. I also am at the point of my life where I have time to do more civic activities as both of my children are grown.

What civic activities have you been involved in during the past 3 years?: Vice President of Boomer Booster Club  
Football mom member  
After Prom party volunteer and co-chair of food  
Red Cross volunteer  
First Christ Church Disciples of Christ deacon (also served as Christian Education Director, Board Member, Family Life Co-chair, Sunday School teacher, VBS co-chair and teacher)

What skills and/or experience will you contribute?: Hard working, dependable, honest and

motivated to serve the community in which I live. I think Guthrie is a great town but definitely has areas that can be changed for the better and I would like to help make those changes. I have volunteered with numerous groups where I used to live (Cheer Parents, Boomer Boosters, Church, PTO, Relay for life, Special Olympics). I am hard working and organized a skill I showed as one of the first healthcare workers to respond after the Woodward tornado. I Served in leadership roles in a number of groups in Woodward. Gardening and reading are two of my favorite hobbies.

Reference 1:: Stacy and Kyle Reynolds  
Woodward OK

We went to church together and were neighbors for several years

Reference 2:: Sue Poulson  
Woodward OK

We worked together, are friends, and served together as Cheer Parent officers

Reference 3:: Micky Higdon  
Woodward OK

We worked together and have been friends for years

Reference 4:: Troy Hartley  
Woodward OK

He is the youth minister at First Christian Church in Woodward

Reference 5::

Please enter your name and current date to indicate you agree with the above statement:: Traci  
Allison 01/03/2015

Additional Information:

Form submitted on: 1/3/2016 10:37:48 PM

Submitted from IP Address: 68.12.209.230

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.cityofguthrie.com/Forms.aspx?FID=78>

View any uploaded files by [signing in](#) and then proceeding to the link below:  
<http://www.cityofguthrie.com/Admin/FormHistory.aspx?SID=1083>

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Kate Corbett

Daytime Phone Number:: 405-466-XXXX

Evening Phone/Cell Phone:: 405-627-XXXX

Address:: XXX Viking Drive  
Guthrie, OK 73044

Occupation:: Academic Librarian

Education Level:: Masters in Library & Information Science

How long have you lived in Guthrie?  
: 5 to 10 years

Which board or commission interests you?: Guthrie Library Board

Why are you interested in serving on this board or commission?: I would like to meet other community members and I feel that I could contribute to the library.

What civic activities have you been involved in during the past 3 years?: None. I had previously been an Investment Subcommittee Member for the Logan County United Way.

What skills and/or experience will you contribute?: I am familiar with most facets of Library operations. I began my career as a Children's Librarian.

Reference 1:: Bettye Black  
405-466-XXXX

Reference 2:: Connie Hughes  
405-466-XXXX

Reference 3:: Jameka Lewis  
405-466-XXXX

Reference 4::

Reference 5::

Please enter your name and current date to indicate you agree with the above statement:: Kate Corbett 1/2/16

Additional Information:

Form submitted on: 1/2/2016 2:10:38 PM

Submitted from IP Address: 108.198.3.72

Referrer Page:

<http://www.cityofguthrie.com/Jobs.aspx?UniqueId=77&From=All&CommunityJobs=False&JobID=Library-Board-Members-Wanted-42>

Form Address: <http://www.cityofguthrie.com/Forms.aspx?FID=78>



**Agenda Item Cover Letter**

**Meeting**

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

**Date of Meeting**

February 2, 2016

**Contact**

Kim Biggs,  
City Clerk/Treasurer

**Agenda Item**

Discussion and possible action of adopting Ordinance No. 3278 amending court cost and fines to correspond with the fines as reflected in the current Oklahoma State Statutes Title 47, Motor Vehicles.

**Summary**

Ordinance No. 3278 will allow staff to update and amend all fines associated with the newly adopted Ordinance No. 3275 regarding Oklahoma State Statutes Title 47, Motor Vehicles.

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input 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>01-00-00-5497</u>	<b>Amount</b>	<u>TBD</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

**Supporting documents attached**

- Ordinance No. 3278

**Recommendation**

Approve adopting Ordinance No. 3278 amending court cost and fines to correspond with the fines as reflected in the current corresponding Oklahoma State Statutes Title 47, Motor Vehicles.

**Action Needed**       Public Hearing       Motion       Emergency Clause

**ORDINANCE NO. 3278**

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

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

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

Accumulation of Material in Yard	\$ 200.00
Assault & Battery	\$ 500.00
Destruction of Property	\$ 100.00
Disorderly Conduct	\$ 200.00
Disturbing the Peace	\$ 200.00
Dog Must Be Licensed	\$ 100.00
Animal Running At Large 1 <sup>st</sup> Offense	\$ 150.00
Animal Running At Large 2 <sup>nd</sup> Offense	\$ 250.00
Animal Cruelty	\$ 500.00
Exotic and Vicious Animals	\$ 500.00
Discharging Firearm in the City Limits	\$ 100.00
High Grass & Weeds	\$ 200.00
Illegal Entry	\$ 300.00
Outraging Public Decency	\$ 200.00
Petit Larceny	\$ 300.00
Possession or Control of Exotic Animals	\$ 500.00
Public Intoxication	\$ 200.00
Under 21 in Poss of Non-Intox Bev	\$ 100.00
Resisting Arrest	\$ 300.00
Transport Open Container	\$ 200.00
Unnecessary Noise Prohibited	\$ 200.00

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

Section 3. If the court issues an arrest warrant for the appearance of a defendant subsequent to the court having granted the defendant a continuance, stay, postponement, deferment, or suspension, the court at the time of issuance of the warrant shall assess cost of \$100.00 for issuance of the warrant; provided that for a good cause the court may set aside the cost of the issuance of the warrant; provided further that this

section shall apply only to arrest warrants issued by the court after the defendant has pled guilty or has been adjudged guilty or has failed to appear for court.

Section 4. Fines for any offense not specifically listed in this section of the Guthrie Code shall correspond with the fine reflected in the current corresponding Oklahoma State Statute Title 47, Motor Vehicles, as adopted by municipal ordinance. The fines, however, shall be a minimum of \$100.00 and not to exceed \$500.00, unless State Statute requires otherwise. Bond for any offense not specifically listed above but for which reference may be made to this section for penalty and cost shall be \$200.00.

Section 5. Any ordinance in conflict with the provisions of this particular section shall be repealed; should any section of this ordinance be determined to be unenforceable then, in that event, the balance of the ordinance shall remain in full force and effect.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGALITY:

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



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

February 2, 2016

Contact

Cody Mosley,
Community & Economic
Development Director

Agenda Item

Discussion and possible action of adopting Ordinance No. 3279 amending Ordinance No. 2422 making it unlawful to construct or develop more than twelve (12) multifamily housing units at any one address within the Central Business District without a Special Use Permit from the City Council, and declaring an emergency.

Summary

Ordinance No. 2422, Section 10-5 provides the land use of multi-family in commercially zoned areas including the Central Business District. Ordinance No. 3278 would require all property owners interested in the construction of more than twelve (12) multifamily units at a single address within the Central Business District to apply for a Special Use Permit and follow the existing process.

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

Supporting documents attached

- Ordinance No. 3279

Recommendation

Approve Ordinance No. 3279

Action Needed Public Hearing X Motion X Emergency Clause

**ORDINANCE NO. 3279**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2422 OF THE CITY OF GUTHRIE ZONING CODE, SECTION 10-5 THAT THE CONSTRUCTION OF MORE THAN TWELVE MULTIFAMILY HOUSING UNITS AT ANY ONE ADDRESS INSIDE THE CENTRAL BUSINESS DISTRICT BE BY SPECIAL USE PERMIT ONLY; AND PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY,**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA THAT ORDINANCE NUMBER 2422, SECTION 10-5, USES PERMITTED, IS HEREBY AMENDED TO READ AS FOLLOWS:**

Section 1: Ordinance 2422 is hereby amended to read as follows:

- A. In the Central Business District, the construction of multi-family housing exceeding twelve (12) units at any one address shall require a special use permit approval from a super majority of the Guthrie City Council.

From and after date hereof for the zoning ordinance in Section 10-5 shall reflect this change.

Section 2: All ordinances in conflict herewith are repealed.

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

Section 4: EMERGENCY. It being immediately necessary for the protection of the public health, safety, and welfare of the citizens of Guthrie, Oklahoma an emergency is declared and the ordinance will go into effect immediately upon passage by the City Council.

The foregone Ordinance was introduced before the City Council of Guthrie, Oklahoma, on the 2nd day of February, 2016 and was duly adopted and approved by the Mayor and City Council on said date.

\_\_\_\_\_  
MAYOR

{SEAL}

\_\_\_\_\_  
CITY CLERK

APPROVED LEGAL AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

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CITY ATTORNEY



**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	February 2, 2016	Cody Mosley,
<input type="checkbox"/> GPWA		Community & Economic
<input type="checkbox"/> Other: _____		Development Director

**Agenda Item**

Discussion and possible action on Ordinance No. 3280, adopting the National Electric Code.

**Summary**

Ordinance No. 3280 will allow the City to update its regulations ensuring uniform compliance for building activities related to the design, installation and construction of electrical systems. The National Electric Code is compiled by National Fire Protection Association, a national organization which oversees the standards and regulations for the design and construction industries.

**Funding Expected**     Revenue                       Expenditure                       N/A

**Budgeted**                       Yes                       No                       N/A

**Account Number**                      \_\_\_\_\_ **Amount**                      \_\_\_\_\_

**Legal Review**                       N/A                       Required                      Completed Date:                      1/29/2016

**Supporting documents attached**

- Ordinance No. 3280

**Recommendation**

Approve adopting Ordinance No. 3280.

**Action Needed**                       Public Hearing                       Motion                       Emergency Clause

**ORDINANCE NO. 3280**

**AN ORDINANCE RELATED TO ELECTRICAL INSTALLATIONS, AMENDING CHAPTER 4, ARTICLE 6, SECTION 4-87, GUTHRIE CITY CODE ON ESTABLISHED MINIMUM REGULATIONS GOVERNING THE DESIGN, INSTALLATION AND CONSTRUCTION OF ELECTRICAL SYSTEMS, BY PROVIDING REASONABLE SAFEGUARDS TO PROTECT THE PUBLIC HEALTH AND SAFETY AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR UNSAFE ELECTRICAL SYSTEMS AND INSTALLATIONS. TO ADOPT THE NFPA-70 "NATIONAL ELECTRICAL CODE" 2011 EDITION AS THE GUTHRIE ELECTRICAL CODE; PROVIDING FOR THE ISSUANCE OF PERMITS, THE COLLECTION OF FEES, AND PENALTIES FOR THE VIOLATION THEREOF; PROVIDING A SAVING CLAUSE, AND PROVIDING FOR CODIFICATION.**

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

**SECTION 1.** Chapter 4, Article 6, Section 4-87 of the Guthrie City Code is hereby amended to read as follows:

Section 4-87. NFPA-70 "National Electrical Code" 2011 Edition Adopted.

There is hereby adopted as the Electrical Code of the City of Guthrie, Oklahoma, "The NFPA-70, "National Electrical Code" 2011 Edition, as published by The National Fire Protection Association, for the control of buildings and structures as herein provided, and each and all of the regulations, provisions, appendices, indexes, standards, penalties, conditions and terms of the said National Electrical Code are hereby referred to, adopted and made a part hereof, as if fully set out in this Ordinance (hereinafter referred to as the "Guthrie Electrical Code" or "Electric Code") is on file in the Office of City Clerk of the City of Guthrie, Oklahoma.

**SECTION 2. Saving Clause.**

Nothing in this Ordinance or in the Electric Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or existing, under any act or ordinance hereby repealed as cited in Section 1 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

**SECTION 3.        Codification.**

Section 1 of this Ordinance is hereby codified as Chapter 4, Article 6, 4-87 of the Guthrie City Code.

**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:    (Seal)

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

APPROVED AS TO FORM:

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

MINUTES  
GUTHRIE PUBLIC WORKS AUTHORITY MEETING  
January 19, 2016

The regular meeting of the Guthrie Public Works Authority was posted on Friday, January 15, 2015, before 5:00 p.m. and held Tuesday, January 19, 2016, 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 7:01 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:	Bruce Johnson	Randel Shadid	Kim Biggs
	Don Sweger	Cody Mosley	Suzette Chang

Chairman Gentling declared a quorum with all Trustee Members in attendance.

**Public Comments, Community Announcements and Recognitions.** Ms. Evelyn Nephew addressed the City Council regarding the Dr. Martin Luther King Jr. (MLK) celebration held January 18, 2016. Ms. Nephew stated that Guthrie has its very own Dr. King in the name of Officer Jonathan Williams and asked if he could recite Dr. King's *I Have a Dream* speech when he arrives. Mayor Gentling agreed to come back to this item.

**Consent Agenda.** Motion by Trustee Taylor, 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 January 5, 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.

**Recess.** Chairman Gentling recessed the meeting at 7:05 p.m.

**Reconvene.** Chairman Gentling reconvened the meeting at 7:08 p.m.

**Public Comments, Community Announcements and Recognitions.** Officer Jonathan Williams presented his rendition of Dr. King's *I Have a Dream* speech.

**Adjournment.** There being no further business for the Guthrie Public Works Authority Trustees, Chairman Gentling declared the meeting adjourned at 7:20 p.m.

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Kim Biggs, Secretary

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Steven J. Gentling, Chairman



Agenda Item Cover Letter

Meeting

City Council
X GPWA
Other:

Date of Meeting

February 2, 2016

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider authorizing staff to solicit bids for grass management services for one (1) one property located at the Guthrie Convenience Center, in the NW 1/4 Section 1, T16N, R3W, 13.48 acres mol. and allow the Mayor to execute the contract.

Summary

The property is located on the old landfill and falls under EPA regulations. It cannot be used for grazing and must be mowed at least two (2) times during the growing season. The successful bidder will reap the cuttings; the City/GPWA will realize some monetary benefit.

Funding Expected X Revenue Expenditure N/A
Budgeted X Yes No N/A
Account Number 20-00-00-5466 Amount To be determined by highest and best bid.
Legal Review X N/A Required Completed Date:

Supporting documents attached

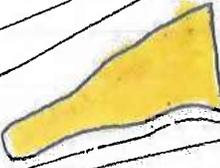
- Map

Recommendation

Approve authorizing staff to solicit bids for grass management services for one (1) one property located at the Guthrie Convenience Center, in the NW 1/4 Section 1, T16N, R3W, 13.48 acres mol. and allow the Mayor to execute the contract.

Action Needed Public Hearing X Motion Emergency Clause

12656  
OUTIRIE PUBLIC WORKS  
117.5 ac.



N 21ST ST

N 19TH ST

BRYANT RD

BAKER LAKE LN

34085  
CITY OF OUTHIRIE  
105.83 ac.

35212  
OUTHIRIE  
PUBLIC WORKS  
6.64 ac.

FLORIDA BT

COMMERCE

GPW  
WATER  
TOWER

35244  
CITY OF OUTHIRIE  
55.16 ac.

OWENS PK

SW 19TH ST



Agenda Item Cover Letter

Meeting: City Council, GPWA, Other:
Date of Meeting: February 2, 2016
Contact: Jessie Bryan, Purchasing Agent

Agenda Item

Consider approval to award Bid No. 2015-11, Waterline Relocation ODOT Project, to Cherokee Pride Construction, Sapulpa, Oklahoma, for the amount of \$477,931.00 and authorize the Mayor to execute the contract.

Summary

Sealed bids were opened and read aloud on January 12, 2016 for the reimbursable expense to relocate the waterlines along Highway 33. Three bids were received, the bid tabulation is attached. On the recommendation of Myers Engineering, we would like to award the contract to the apparent low bidder.

Funding Expected: Revenue (X), Expenditure (X), N/A
Budgeted: Yes, No (X), N/A
Account Number: 20-21-00-6518, Amount: \$477,931.00
Legal Review: N/A (X), Required, Completed Date:

Supporting documents attached

- Bid Tabulation Sheet
Recommendation letter from Myers Engineering

Recommendation

Approve to award Bid No. 2015-11, Waterline Relocation ODOT Project, to Cherokee Pride Construction, Sapulpa, OK for the amount of \$477,931.00 and allow the Mayor to execute the contract.

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

			<b>BID TABULATION</b> City of Guthrie J/P 21860(06) UTILITIES NHPPY-142N(104)UT ODOT Water Line Relocation 211135.99 January 12, 2016 @ 2:00 p.m.			Cherokee Pride		Downey Contracting		Patriot Construction	
						Sapulpa, OK		OKC, OK		Services, Inc. Guthrie, OK	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION								
				\$1,500.00	\$1,500.00	\$567.00	\$567.00	\$1,700.00	\$1,700.00		
1	1	LS	EROSION CONTROL								
2	1	LS	HYDROSTATIC PRESSURE TESTING & DISINFECTION	\$2,000.00	\$2,000.00	\$12,712.00	\$12,712.00	\$3,220.00	\$3,220.00		
3	1	LS	CONSTRUCTION SIGNING & TRAFFIC CONTROL	\$1,000.00	\$1,000.00	\$6,799.00	\$6,799.00	\$5,750.00	\$5,750.00		
4	404	LF	1" PE SDR 11 SERVICE LINE	\$15.00	\$6,060.00	\$12.00	\$4,848.00	\$7.25	\$2,929.00		
5	1	EA	10" X 8" TAPPING SLEEVE & TAPPING VALVE	\$3,000.00	\$3,000.00	\$4,139.00	\$4,139.00	\$4,250.00	\$4,250.00		
6	2	EA	12" GATE VALVE & BOX	\$2,000.00	\$4,000.00	\$2,633.00	\$5,266.00	\$2,700.00	\$5,400.00		
7	4	EA	12" INTERCONNECTION	\$2,000.00	\$8,000.00	\$1,585.00	\$6,340.00	\$1,625.00	\$6,500.00		
8	1220	LF	12" PVC C900 DR-18 WATER MAIN	\$29.00	\$35,380.00	\$36.00	\$43,920.00	\$41.00	\$50,020.00		
9	2	EA	12" X 12" X 6" TEE	\$550.00	\$1,100.00	\$1,014.00	\$2,028.00	\$1,400.00	\$2,800.00		
10	4	EA	12" X 45° BEND	\$550.00	\$2,200.00	\$1,905.00	\$7,620.00	\$1,600.00	\$6,400.00		
11	2	EA	12" X 90° BEND	\$550.00	\$1,100.00	\$943.00	\$1,886.00	\$1,100.00	\$2,200.00		
12	6	EA	4" GATE VALVE & VALVE BOX	\$800.00	\$4,800.00	\$1,077.00	\$6,462.00	\$1,120.00	\$6,720.00		
13	5	EA	4" INTERCONNECTION	\$1,000.00	\$5,000.00	\$1,046.00	\$5,230.00	\$750.00	\$3,750.00		
14	761	LF	4" PVC C900 DR-18 WATER MAIN	\$15.00	\$11,415.00	\$18.00	\$13,698.00	\$20.00	\$15,220.00		
15	8	EA	4" X 46° BEND	\$250.00	\$2,000.00	\$329.00	\$2,632.00	\$675.00	\$5,400.00		
16	4	EA	4" X 90° BEND	\$250.00	\$1,000.00	\$342.00	\$1,368.00	\$870.00	\$3,480.00		
17	13	EA	6" GATE VALVE & VALVE BOX	\$850.00	\$11,050.00	\$1,141.00	\$14,833.00	\$1,210.00	\$15,730.00		
18	1	EA	6" INTERCONNECTION	\$1,500.00	\$1,500.00	\$1,046.00	\$1,046.00	\$956.00	\$956.00		
19	328	LF	6" PVC C900 DR-18 WATER MAIN	\$25.00	\$8,200.00	\$16.00	\$5,248.00	\$29.00	\$9,512.00		
20	2	EA	6" X 45° BEND	\$300.00	\$600.00	\$403.00	\$806.00	\$950.00	\$1,900.00		

			<b>BID TABULATION</b> City of Guthrie J/P 21860(06) UTILITIES NHPPY-142N(104)UT ODOT Water Line Relocation 211135.99 January 12, 2016 @ 2:00 p.m.		Cherokee Pride		Sapulpa,		Downey Contracting		Patriot Construction Services, Inc.	
					OK		OKC, OK		Guthrie, OK			
21	2	EA	8" GATE VALVE & VALVE BOX	\$1,000.00	\$2,000.00	\$1,426.00	\$2,852.00	\$1,850.00	\$3,700.00			
22	4	EA	8" INTERCONNECTION	\$1,200.00	\$4,800.00	\$2,422.00	\$9,688.00	\$1,020.00	\$4,080.00			
23	2	EA	8" PLUG	\$250.00	\$500.00	\$333.00	\$666.00	\$870.00	\$1,740.00			
24	3739	LF	8" PVC C900 DR-18 WATER MAIN	\$26.00	\$97,214.00	\$26.00	\$97,214.00	\$32.00	\$119,648.00			
25	2	EA	8" X 22.5° BEND	\$300.00	\$600.00	\$500.00	\$1,000.00	\$1,020.00	\$2,040.00			
26	4	EA	8" X 45° BEND	\$300.00	\$1,200.00	\$504.00	\$2,016.00	\$1,000.00	\$4,000.00			
27	1	EA	8" X 6" REDUCER	\$300.00	\$300.00	\$297.00	\$297.00	\$925.00	\$925.00			
28	5	EA	8" X 8" X 4" TEE	\$300.00	\$1,500.00	\$614.00	\$3,070.00	\$950.00	\$4,750.00			
29	10	EA	8" X 8" X 6" TEE	\$400.00	\$4,000.00	\$663.00	\$6,630.00	\$1,000.00	\$10,000.00			
30	1	EA	8" X 8" X 8" TEE	\$600.00	\$600.00	\$742.00	\$742.00	\$24,300.00	\$24,300.00			
31	5	EA	8" X 90° BEND	\$400.00	\$2,000.00	\$539.00	\$2,695.00	\$920.00	\$4,600.00			
32	390	LF	BORE & INSTALL 10" STEEL CASING FOR 4" WATERLINE	\$100.00	\$39,000.00	\$100.00	\$39,000.00	\$96.00	\$37,440.00			
33	210	LF	BORE & INSTALL 12" STEEL CASING FOR 6" WATERLINE	\$120.00	\$25,200.00	\$108.00	\$22,680.00	\$123.00	\$25,830.00			
34	440	LF	BORE & INSTALL 16" STEEL CASING FOR 8" WATERLINE	\$140.00	\$61,600.00	\$169.00	\$74,360.00	\$135.00	\$59,400.00			
35	187	LF	BORE & INSTALL 20" STEEL CASING FOR 12" WATERLINE	\$190.00	\$35,530.00	\$183.00	\$34,221.00	\$182.00	\$34,034.00			
36	194	LF	SLICKBORE FOR 8" PVC WATERLINE	\$55.00	\$10,670.00	\$53.00	\$10,282.00	\$43.00	\$8,342.00			
37	335	LF	DIRECTIONAL B ORE FOR 1" PE SDR-11	\$15.00	\$5,025.00	\$10.00	\$3,350.00	\$20.00	\$6,700.00			
38	13	EA	6" FIRE HYDRANT ASSEMBLY	\$1,900.00	\$24,700.00	\$2,666.00	\$34,658.00	\$2,800.00	\$36,400.00			
39	266	SY	OPEN & CUT CONCRETE REPAIR 6" THK W/ AGG BACKFILL	\$70.00	\$18,620.00	\$147.00	\$39,102.00	\$184.00	\$48,944.00			
40	7	EA	RECONNECT EXISTING SERVICE	\$300.00	\$2,100.00	\$611.00	\$4,277.00	\$370.00	\$2,590.00			
41	15	EA	REMOVE & REPLACE WATER METER	\$500.00	\$7,500.00	\$618.00	\$9,270.00	\$550.00	\$8,250.00			
42	1033	LF	SAND BEDDING FOR 12" PIPE	\$4.00	\$4,132.00	\$4.00	\$4,132.00	\$2.50	\$2,582.50			
43	371	LF	SAND BEDDING FOR 4" PIPE	\$3.00	\$1,113.00	\$2.00	\$742.00	\$3.00	\$1,113.00			
44	118	LF	SAND BEDDING FOR 6" PIPE	\$4.00	\$472.00	\$3.00	\$354.00	\$4.00	\$472.00			
45	3105	LF	SAND BEDDING FOR 8" PIPE	\$4.00	\$12,420.00	\$3.70	\$11,488.50	\$2.00	\$6,210.00			
46	1410	SY	SOLID SLAB SODDING	\$3.00	\$4,230.00	\$5.00	\$7,050.00	\$6.25	\$8,812.50			
			<b>TOTAL BID</b>		<b>\$477,931.00</b>		<b>\$569,284.50</b>		<b>\$687,421.00</b>			
The amount read aloud was \$620,740.00. The bidder made addition error. The correct amount of the bid is \$687,421.00												

January 13, 2016

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

Re: Summary and Recommendation of Bids for Water Line Relocation  
J/P 21860(06) UTILITIES, NHPPY-142-(104) UT  
MEC No. 211135.99

Dear Mayor and Council Members:

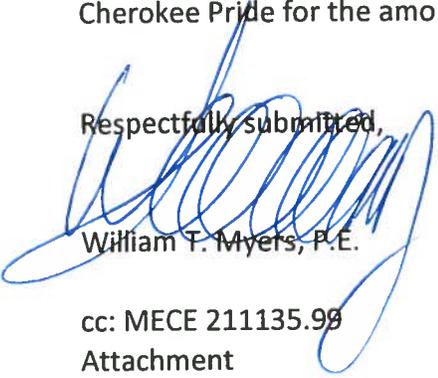
Bids for the above referenced project were received, opened, and read aloud on Tuesday, January 12, 2016, at 2:00 p.m. (The detailed bid tabulation sheet is attached to this letter). Of the ten contractors who obtained specifications and plans, three submitted bids. The bids received are summarized as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Cherokee Pride Construction, Sapulpa, OK	\$477,931.00
Downey Contracting, OKC, OK	\$569,284.50
Patriot Construction Service, Inc. Guthrie, OK	\$687,421.00

Cherokee Pride Construction of Sapulpa, Oklahoma is the apparent low bidder for the Water Line Relocation. Their bid is in order and they have documented experience and satisfactory performance in the type of work bid. We recommend that this contract be awarded to Cherokee Pride Construction for the amount of \$477,931.00.

We recommend, subject to the concurrence of ODOT, that the contract be awarded to Cherokee Pride for the amount of \$477,931.00.

Respectfully submitted,

  
William T. Myers, P.E.

cc: MECE 211135.99  
Attachment

13911 Quail Pointe Drive, Oklahoma City, OK 73134  
Office 405.755.5325 Fax 405.755.5373



Agenda Item Cover Letter

Meeting: City Council, GPWA, Other: Date of Meeting: February 2, 2016 Contact: Jessie Bryan, Purchasing Agent

Agenda Item

Consider approval to award Bid No. 2015-12, Sewer Line Relocation ODOT Project, to Downey Contracting of Oklahoma City, Oklahoma, for the amount of \$461,028.00 and authorize the Mayor to execute the contract.

Summary

Sealed bids were opened and read aloud on January 12, 2016 for the reimbursable expense to relocate the sewer lines along Highway 33. Three bids were received, the bid tabulation is attached. On the recommendation of Myers Engineering, we would like to award the contract to the apparent low bidder.

Funding Expected: Revenue (X), Expenditure (X), N/A; Budgeted: Yes, No (see Budget Amend #4) (X), N/A; Account Number: 20-21-00-6518, Amount: \$461,028.00; Legal Review: N/A (X), Required, Completed Date:

Supporting documents attached

- Bid Tabulation Sheet; Recommendation letter from Myers Engineering

Recommendation

Approve to award Bid No. 2015-12, Sewer Line Relocation ODOT Project, to Downey Contracting of Oklahoma City, Oklahoma, for the amount of \$461,028.00 and allow the Mayor to execute the contract.

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



**BID TABULATION**  
 City of Guthrie  
 J/P 21860(06) UTILITIES  
 NHPY-142N(104)UT  
 ODOT Sewer Line Relocation  
 211135.101  
 January 12, 2016 @ 2:00 p.m.

Danny Wick Excavating, Inc.  
 Stillwater, OK

Downey Contracting  
 OKC, OKC

ITEM NO.	QUANTITY	UNIT	DESCRIPTION				
1	377	LF	24" PVC PS46 ASTM F679 SEWER LINE	\$170.00		\$33.00	\$12,441.00
2	200	LF	BORE & INSTALL 36' STEEL CASING FOR 24" SEWER LINE	\$675.00	\$64,090.00	\$524.00	\$104,800.00
3	359	LF	10" PVC SDR 26 SEWER LINE	\$110.00	\$39,490.00	\$12.00	\$4,308.00
4	310	LF	EXCAVATION & BACKFILL	\$130.00	\$40,300.00	\$214.00	\$66,340.00
5	6	EA	4' DIAMTER SANITARY SEWER MANHOLE(0-15')	\$5,600.00	\$33,600.00	\$17,794.00	\$106,764.00
6	44	VF	EXTRA DEPTH MANHOLE WALL	\$110.00	\$4,840.00	\$238.00	\$10,472.00
7	420	LF	EMEDMENT MATERIAL	\$68.00	\$28,560.00	\$33.00	\$13,860.00
8	119	LF	8" PVC SDR 26 SEWER LINE	\$85.00	\$10,115.00	\$15.00	\$1,785.00
9	100	LF	BORE & INSTALL 16" STEEL CASING FOR 8" PVC SEWERLINE	\$350.00	\$35,000.00	\$249.00	\$24,900.00
10	235	LF	BORE & INSTALL 18" STEEL CASING FOR 10" PVC SEWERLINE	\$390.00	\$91,650.00	\$284.00	\$66,740.00
11	34	SY	OPEN & CUT CONCRETE REPAIR(6" THK CONCRETE W/AGG BACKFILL	\$275.00	\$9,350.00	\$867.00	\$29,478.00
12	60	LF	CONCRETE ENCASEMENT FOR 15" SEWER LINE	\$240.00	\$14,400.00	\$89.00	\$5,340.00
13	60	LF	EXCAVATION & BACKFILL (0-10')	\$135.00	\$8,100.00	\$230.00	\$13,800.00
			<b>TOTAL BID</b>		\$514,495.00		\$461,028.00

The amount read aloud was \$511,095.00. Bidder did not use correct proposal that was issued with Addendum #2. The correct amount of the bid is \$514,495.00

January 13, 2016

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

Re: Summary and Recommendation of Bids for Sewer Line Relocation  
J/P 21860(06) UTILITIES, NHPPY-142-(104) UT  
MEC No. 211135.101

Dear Mayor and Council Members:

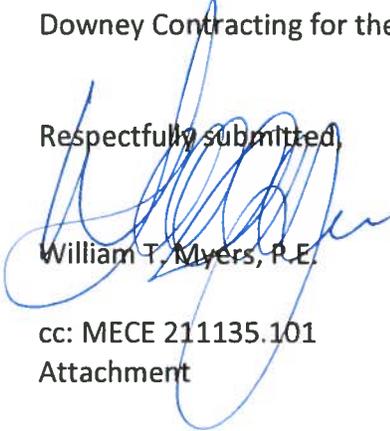
Bids for the above referenced project were received, opened, and read aloud on Tuesday, January 12, 2016, at 2:00 p.m. (The detailed bid tabulation sheet is attached to this letter). Of the ten contractors who obtained specifications and plans, two submitted bids. The bids received are summarized as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Danny Wick Excavating, Inc. Stillwater, OK	\$514,495.00
Downey Contracting, OKC, OK	\$461,028.00

Downey Contracting of Oklahoma City, Oklahoma is the apparent low bidder for the Sewer Line Relocation. Their bid is in order and they have documented experience and satisfactory performance in the type of work bid. We recommend that this contract be awarded to Downey Contracting for the amount of \$461,028.00

We recommend, subject to the concurrence of ODOT, that the contract be awarded to Downey Contracting for the amount of \$461,028.00.

Respectfully submitted,

  
William T. Myers, P.E.

cc: MECE 211135.101  
Attachment

**A/P Claims List**

from 1/14/2016 to 1/14/2016

Invoice #	Vendor	Description	Account	Cost
2035686	DANIEL H PENNINGTON (23202)	Reimbursement for cemetery space sold by	01-00-00-5439	\$262.50
2035690	OKLA EMPLOYMENT SECURITY	QRTL REIMBURSEMENT OF BENEFITS	01-01-00-6040	\$3,050.00
2182B	NEW HORIZONS 22959	CLEANING SERVICES FOR THE LIBRARY	01-01-00-6112	\$190.00
JAN2016	OG&E 405	GENERAL ELECTRIC	01-01-00-6305	\$3,748.29
JAN2016	OG&E 405	STREET LIGHTING	01-01-00-6306	\$10,701.91
JAN2016	OKLAHOMA NATURAL GAS	MONTHLY BILLING FOR GENERAL	01-01-00-6307	\$2,060.59
952174	GHA TECHNOLOGIES, INC	Lenovo Tablets w/ Blusetooth keyboard case	01-01-00-6311	\$517.00
2035692	LOGAN COUNTY ELECTION	PRE-ELECTION EXPENSE CLAIM	01-01-00-6338	\$1,195.84
DEC2015	RANDEL C. SHADID (20656)	POSTAGE, SHIPPING AND MISC	01-02-20-6054	\$46.11
JAN2016	ROTARY CLUB OF GUTHRIE	MEMBERSHIP DUES AND MEALS JAN -M	01-02-24-6048	\$183.00
XT0000000298A	Harris Interact	InterAct Mobile License/Finger Printer Reader	01-07-70-6311	\$1,980.00
04-1608489	OKLA DEPARTMENT OF PUBLIC	OLETS MAINTENANCE	01-07-79-6304	\$350.00
		<b>Total GENERAL FUND</b>		<b>\$24,285.24</b>
JAN2016FD	SHINEY BAYS CAR WASH	Car Washes	09-09-90-6316	\$34.00
		<b>Total FIRE/EMS FUND</b>		<b>\$34.00</b>
2182A	NEW HORIZONS 22959	CLEANING SERVICES FOR GPWA	20-21-00-6112	\$114.00
JAN2016	OG&E 405	GPWA ELECTRIC	20-21-00-6305	\$8,434.70
JAN2016	OKLAHOMA NATURAL GAS	MONTHLY BILLING FOR GPWA	20-21-00-6307	\$2,152.88
2026969	MYERS ENGINEERING	Task Order #64	20-21-00-6373	\$1,135.00
		<b>Total GPWA OPERATING FUND</b>		<b>\$11,836.58</b>
XT0000000298A	Harris Interact	InterAct Mobile License/Finger Printer Reade	30-30-07-6595	\$1,980.00
		<b>Total GRANTS FUND</b>		<b>\$1,980.00</b>
COG187	Tapestry Graphics	Event Center Promo Design	45-45-00-6123	\$1,700.00
		<b>Total HOTEL/MOTEL TAX FUND</b>		<b>\$1,700.00</b>
2026970	MYERS ENGINEERING	Task Order #107	55-55-00-6547	\$414.00
		<b>Total CMOM Fee</b>		<b>\$414.00</b>
04-046005-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$66.00
04-046006-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$32.29
04-046007-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$33.34
14-140935-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$24.72
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$156.35</b>
2035686	DANIEL H PENNINGTON (23202)	Reimbursement for cemetery space sold by	72-00-00-5439	\$37.50
		<b>Total CEMETERY CARE FUND</b>		<b>\$37.50</b>
JAN2016	OG&E 405	AIRPORT ELECTRIC	98-98-00-6305	\$614.41
		<b>Total AIRPORT FUND</b>		<b>\$614.41</b>
		<b>Total All Funds</b>		<b>\$41,058.08</b>

## A/P Claims List

from 1/20/2016 to 1/20/2016

Invoice #	Vendor	Description	Account	Cost
DEC2016 BOA	BANK OF AMERICA 22774	CENTRAL OFFICE SUPPLIES	01-01-00-6100	\$2,476.48
DEC2016 BOA	BANK OF AMERICA 22774	JANITOR/CHEMICAL SUPPLIES	01-01-00-6103	\$1,901.04
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES	01-01-00-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	BUILDING & GROUNDS	01-01-00-6112	\$1,456.25
DEC2016 BOA	BANK OF AMERICA 22774	MISC SUPPLIES	01-01-00-6114	\$992.05
DEC2016 BOA	BANK OF AMERICA 22774	TELEPHONE	01-01-00-6301	\$1,234.49
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	01-01-00-6308	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	COMPUTER OPERATIONS	01-01-00-6311	\$985.10
DEC2016 BOA	BANK OF AMERICA 22774	COUNCIL TRAINING/TRAVEL	01-01-00-6314	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	COMMUNICATIONS	01-01-00-6318	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	ADVERTISING - LEGAL PUBLICATIONS	01-01-00-6334	\$15.00
DEC2016 BOA	BANK OF AMERICA 22774	MISC SERVICE/CHARGES	01-01-00-6346	\$294.93
DEC2016 BOA	BANK OF AMERICA 22774	MAINTENANCE AGREEMENTS	01-01-00-6347	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MEMBERSHIP DUES	01-01-00-6350	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-01-00-6373	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	INTERNET SERVICE	01-01-00-6381	\$5,660.19
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-02-20-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	01-02-20-6308	\$140.65
DEC2016 BOA	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-02-20-6355	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-02-24-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SUPPLIES/OPERATING EXPENSE	01-02-24-6126	\$179.16
DEC2016 BOA	BANK OF AMERICA 22774	ADVERTISING - LEGAL PUBLICATIONS	01-02-24-6334	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-02-24-6373	\$4,924.14
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	01-02-25-6016	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-02-25-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES	01-02-25-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	01-02-25-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-02-25-6316	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-03-30-6048	\$79.93
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	01-03-30-6308	\$109.88
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	01-03-30-6317	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MAINTENANCE AGREEMENTS	01-03-30-6347	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	RECORDINGS/DUES/SUBSCRIPTIONS	01-03-30-6355	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-05-50-6048	\$99.00
DEC2016 BOA	BANK OF AMERICA 22774	OFFICE SUPPLIES	01-05-50-6100	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	01-05-50-6118	\$3.00
DEC2016 BOA	BANK OF AMERICA 22774	COMPUTER SUPPLIES	01-05-50-6123	\$0.00
DEC2015 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-05-50-6316	\$12.00
DEC2016 BOA	BANK OF AMERICA 22774	ADVERTISING - LEGAL PUBLICATIONS	01-05-50-6334	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-05-50-6355	\$135.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-05-53-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MARKETING EXPENSE	01-05-53-6123	\$792.93
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	01-05-53-6308	\$68.15
DEC2016 BOA	BANK OF AMERICA 22774	SPECIAL EVENTS	01-05-53-6342	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-05-53-6355	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	01-05-53-6373	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-06-60-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	LITERACY PROGRAMMING SUPPLIES	01-06-60-6114	\$141.67
DEC2016 BOA	BANK OF AMERICA 22774	LIBRARY SUPPLIES	01-06-60-6117	\$463.80
DEC2016 BOA	BANK OF AMERICA 22774	LIBRARY MATERIAL - PRINT	01-06-60-6130	\$543.43

## A/P Claims List

from 1/20/2016 to 1/20/2016

Invoice #	Vendor	Description	Account	Cost
DEC2016 BOA	BANK OF AMERICA 22774	LIBRARY MATERIAL - ELECTRONIC	01-06-60-6131	\$1,893.80
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	01-06-60-6308	\$79.37
DEC2016 BOA	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-06-60-6355	\$95.00
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORM ALLOWANCE	01-07-70-6019	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	EMPLOYEE PHYSICALS	01-07-70-6030	\$475.00
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICALS	01-07-70-6104	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	JAIL SUPPLIES	01-07-70-6106	\$150.86
DEC2016 BOA	BANK OF AMERICA 22774	FOOD/HUMANS	01-07-70-6107	\$159.51
DEC2016 BOA	BANK OF AMERICA 22774	K-9 FOOD/SUPPLIES	01-07-70-6108	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES	01-07-70-6110	\$5,281.40
DEC2016 BOA	BANK OF AMERICA 22774	SUPPLIES	01-07-70-6114	\$4,026.62
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	01-07-70-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PHOTO/VIDEO SUPPLY	01-07-70-6120	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	CRIME PREVENTION PROGRAM	01-07-70-6122	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	01-07-70-6308	\$340.65
DEC2016 BOA	BANK OF AMERICA 22774	COMPUTER MAINTENANCE/OPERATIONS	01-07-70-6311	\$38.91
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-07-70-6316	\$10,178.37
DEC2016 BOA	BANK OF AMERICA 22774	COMMUNICATIONS	01-07-70-6318	\$699.66
DEC2016 BOA	BANK OF AMERICA 22774	COLLECTION FEES	01-07-70-6340	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SPECIAL EVENTS FOOD	01-07-70-6342	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	TRAINING PROGRAM	01-07-70-6343	\$1,618.05
DEC2016 BOA	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-07-70-6355	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORM ALLOWANCE	01-07-71-6019	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	AMMUNITION	01-07-71-6105	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICALS	01-07-72-6104	\$428.58
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES/APPAREL	01-07-72-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	KENNEL SUPPLIES	01-07-72-6114	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	ANIMAL CAGES	01-07-72-6132	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-07-74-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	01-07-74-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-07-74-6316	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	ADVERTISING-LEGAL PUBLICATION	01-07-74-6334	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	01-07-74-6355	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORM ALLOWANCE	01-07-77-6019	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PHOTO/VIDEO SUPPLIES	01-07-77-6120	\$400.00
DEC2016 BOA	BANK OF AMERICA 22774	DRUG ENFORCEMENT PROGRAM	01-07-77-6124	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORM ALLOWANCE	01-07-78-6019	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MISC SUPPLIES	01-07-78-6114	\$32.44
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	01-12-00-6016	\$420.00
DEC2016 BOA	BANK OF AMERICA 22774	MINOR TOOLS	01-12-00-6102	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICAL	01-12-00-6104	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY APPAREL & SUPPLIES	01-12-00-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	STREETS/SIDEWALKS/BRIDGES	01-12-00-6113	\$1,473.13
DEC2016 BOA	BANK OF AMERICA 22774	MISC SUPPLIES	01-12-00-6114	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SIGN AND MATERIALS	01-12-00-6115	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	01-12-00-6118	\$65.66
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-12-00-6316	\$1,352.43
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	01-12-00-6317	\$924.47
DEC2016 BOA	BANK OF AMERICA 22774	COMMUNICATIONS	01-12-00-6318	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	EQUIPMENT RENTAL	01-12-00-6321	\$0.00

## A/P Claims List

from 1/20/2016 to 1/20/2016

Invoice #	Vendor	Description	Account	Cost
DEC2016 BOA	BANK OF AMERICA 22774	LICENSE & CERTIFICATION	01-12-00-6365	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	01-14-00-6016	\$192.35
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-14-00-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MINOR TOOLS	01-14-00-6102	\$202.50
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICALS	01-14-00-6104	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES & APPRAEL	01-14-00-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SHOP SUPPLIES	01-14-00-6114	\$102.97
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	01-14-00-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-14-00-6316	\$358.00
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	01-14-00-6317	\$0.20
DEC2016 BOA	BANK OF AMERICA 22774	COMPUTER MAINTENANCE	01-14-00-6324	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	REFERENCE BOOKS	01-14-00-6379	\$37.42
DEC2015 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-14-41-6116	\$12.83
DEC2015 BOA	BANK OF AMERICA 22774	FUEL AND LUBE	01-14-41-6118	\$231.40
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	01-15-11-6016	\$1,658.51
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	01-15-11-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MINOR TOOLS	01-15-11-6102	\$247.54
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICALS	01-15-11-6104	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES	01-15-11-6110	\$403.90
DEC2016 BOA	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	01-15-11-6112	\$1,781.19
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	01-15-11-6118	\$255.75
DEC2016 BOA	BANK OF AMERICA 22774	REC SUPPLIES	01-15-11-6125	\$5.00
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	01-15-11-6316	\$2,368.49
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	01-15-11-6317	\$902.14
		<b>Total GENERAL FUND</b>		<b>\$61,602.37</b>
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	09-09-90-6016	\$82.30
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	09-09-90-6048	\$75.00
DEC2016 BOA	BANK OF AMERICA 22774	MINOR TOOLS	09-09-90-6102	\$433.72
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICALS	09-09-90-6104	\$182.59
DEC2016 BOA	BANK OF AMERICA 22774	FOOD	09-09-90-6107	\$205.05
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES	09-09-90-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	09-09-90-6112	\$3,244.12
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	09-09-90-6316	\$2,395.91
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	09-09-90-6317	\$359.09
DEC2016 BOA	BANK OF AMERICA 22774	COMMUNICATIONS	09-09-90-6318	\$24.95
DEC2016 BOA	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	09-09-90-6355	\$1,568.00
DEC2016 BOA	BANK OF AMERICA 22774	EQUIPMENT CERTIFICATION	09-09-90-6362	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	09-09-92-6016	\$233.96
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	09-09-92-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICALS	09-09-92-6104	\$9,873.74
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES	09-09-92-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	09-09-92-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	09-09-92-6316	\$1,517.86
DEC2016 BOA	BANK OF AMERICA 22774	COMMUNICATIONS	09-09-92-6318	\$2,701.43
DEC2016 BOA	BANK OF AMERICA 22774	DUES & SUBCRIPTIONS	09-09-92-6355	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	09-09-92-6373	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	09-09-96-6016	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	09-09-96-6048	\$494.00
DEC2016 BOA	BANK OF AMERICA 22774	OFFICE SUPPLIES	09-09-96-6101	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MINOR TOOLS	09-09-96-6102	\$0.00

## A/P Claims List

from 1/20/2016 to 1/20/2016

Invoice #	Vendor	Description	Account	Cost
DEC2016 BOA	BANK OF AMERICA 22774	FOOD	09-09-96-6107	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MISC SUPPLIES	09-09-96-6114	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	09-09-96-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PUBLIC EDUCATION	09-09-96-6121	\$349.79
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	09-09-96-6308	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	09-09-96-6316	\$1,192.30
DEC2016 BOA	BANK OF AMERICA 22774	COMMUNICATIONS	09-09-96-6318	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	09-09-96-6355	\$0.00
		<b>Total FIRE/EMS FUND</b>		<b>\$24,933.81</b>
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES	20-21-00-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	20-21-00-6112	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MISC SUPPLIES	20-21-00-6114	\$214.41
DEC2016 BOA	BANK OF AMERICA 22774	TELEPHONE	20-21-00-6301	\$841.98
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	20-21-00-6308	\$64.23
DEC2016 BOA	BANK OF AMERICA 22774	POSTAGE	20-21-00-6309	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	COMPUTER OPERATIONS	20-21-00-6311	\$163.56
DEC2016 BOA	BANK OF AMERICA 22774	COMMUNICATIONS	20-21-00-6318	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY PROGRAMS	20-21-00-6339	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	UTILTIY COLLECTION FEES	20-21-00-6340	\$76.64
DEC2016 BOA	BANK OF AMERICA 22774	MAINTENANCE AGREEMENTS	20-21-00-6347	\$15,750.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	20-21-00-6373	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	20-22-00-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	20-23-00-6016	\$552.00
DEC2016 BOA	BANK OF AMERICA 22774	MINOR TOOLS	20-23-00-6102	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICALS	20-23-00-6104	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	LAB SUPPLIES	20-23-00-6109	\$1,062.77
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY APPRAEL & SUPPLIES	20-23-00-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	20-23-00-6112	\$50.71
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	20-23-00-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	ANNUAL STATE WATER TEST	20-23-00-6303	\$455.00
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	20-23-00-6316	\$156.18
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	20-23-00-6317	\$20.95
DEC2016 BOA	BANK OF AMERICA 22774	EQUIPMENT CALIBRATION	20-23-00-6319	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PUBLISHING FEES	20-23-00-6334	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	BOOSTER STATION MAINTENANCE	20-23-00-6335	\$82.52
DEC2016 BOA	BANK OF AMERICA 22774	LICENSE & CERTIFICATE	20-23-00-6365	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	20-24-00-6016	\$180.00
DEC2016 BOA	BANK OF AMERICA 22774	MINOR TOOLS	20-24-00-6102	\$39.99
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICALS	20-24-00-6104	\$7,846.20
DEC2016 BOA	BANK OF AMERICA 22774	LAB SUPPLIES	20-24-00-6109	\$2,510.45
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES & APPAREL	20-24-00-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	20-24-00-6112	\$107.95
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	20-24-00-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	LIFT STATION MAINTENANCE	20-24-00-6312	\$1,996.95
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	20-24-00-6316	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	20-24-00-6317	\$895.85
DEC2016 BOA	BANK OF AMERICA 22774	EQUIPMENT CALIBRATION	20-24-00-6319	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MANDATORY TESTING	20-24-00-6357	\$590.00
DEC2016 BOA	BANK OF AMERICA 22774	LICENSE & CERTIFICATION	20-24-00-6365	\$72.00
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	20-26-00-6016	\$0.00

## A/P Claims List

from 1/20/2016 to 1/20/2016

Invoice #	Vendor	Description	Account	Cost
DEC2016 BOA	BANK OF AMERICA 22774	MINOR TOOLS	20-26-00-6102	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY APPAREL & SUPPLIES	20-26-00-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	BUILDING & GROUNDS	20-26-00-6112	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MISC SUPPLIES	20-26-00-6114	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	20-26-00-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	20-26-00-6316	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	20-26-00-6317	\$115.82
DEC2016 BOA	BANK OF AMERICA 22774	UNIFORMS	20-27-00-6016	\$129.50
DEC2016 BOA	BANK OF AMERICA 22774	MINOR TOOLS	20-27-00-6102	\$599.06
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICALS	20-27-00-6104	\$16.77
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY APPAREL & SUPPLIES	20-27-00-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	20-27-00-6112	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	20-27-00-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	WATER/SEWER MAINTENANCE	20-27-00-6119	\$733.70
DEC2016 BOA	BANK OF AMERICA 22774	WATER METERS	20-27-00-6129	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	STREETS/SIDEWALKS	20-27-00-6313	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	20-27-00-6316	\$1,897.20
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	20-27-00-6317	\$4,360.10
DEC2016 BOA	BANK OF AMERICA 22774	MISC SERVICE/CHARGES	20-27-00-6346	\$45.50
DEC2016 BOA	BANK OF AMERICA 22774	LICENSE & CERTIFICATION	20-27-00-6365	\$283.42
DEC2016 BOA	BANK OF AMERICA 22774	CHEMICALS	20-29-00-6104	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	20-29-00-6112	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	20-29-00-6317	\$0.00
<b>Total GPWA OPERATING FUND</b>				<b>\$41,911.41</b>
DEC2016 BOA	BANK OF AMERICA 22774	LIBRARY STATE AID	30-30-06-6541	\$356.00
DEC2015 BOA	BANK OF AMERICA 22774	COMPUTER (VOCA) GRANT	30-30-07-6595	\$65.24
DEC2016 BOA	BANK OF AMERICA 22774	BULLET PROOF VEST GRANT	30-30-07-6597	\$540.00
<b>Total GRANTS FUND</b>				<b>\$961.24</b>
DEC2016 BOA	BANK OF AMERICA 22774	MARKETING SUPPLIES	45-45-00-6123	\$2,932.22
DEC2016 BOA	BANK OF AMERICA 22774	SPECIAL EVENTS	45-45-00-6342	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	DUES & SUBSCRIPTIONS	45-45-00-6355	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	45-45-00-6373	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	POOL IMPROVEMENTS	45-45-00-6509	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PARK IMPROVEMENTS	45-45-00-6545	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	LAKE IMPROVEMENTS	45-45-00-6546	\$0.00
<b>Total HOTEL/MOTEL TAX FUND</b>				<b>\$2,932.22</b>
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	50-50-00-6308	\$0.00
<b>Total WATER TREATMENT PLANT FUND</b>				<b>\$0.00</b>
DEC2016 BOA	BANK OF AMERICA 22774	LEASE-PURCHASE COPIERS	54-54-02-6705	\$2,228.94
DEC2016 BOA	BANK OF AMERICA 22774	E911	54-54-07-6514	\$0.00
<b>Total CAPITAL PROJECTS</b>				<b>\$2,228.94</b>
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	55-55-00-6308	\$0.00
DEC2015 BOA	BANK OF AMERICA 22774	SEWER LINE REHAB	55-55-00-6547	\$4,076.47
<b>Total CMOM Fee</b>				<b>\$4,076.47</b>
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL DEVELOPMENT	98-98-00-6048	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	OFFICE SUPPLIES	98-98-00-6101	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MINOR TOOLS	98-98-00-6102	\$0.00

**A/P Claims List**

from 1/20/2016 to 1/20/2016

Invoice #	Vendor	Description	Account	Cost
DEC2016 BOA	BANK OF AMERICA 22774	SAFETY SUPPLIES	98-98-00-6110	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	BUILDINGS & GROUNDS	98-98-00-6112	\$17.61
DEC2016 BOA	BANK OF AMERICA 22774	FUEL & LUBE	98-98-00-6118	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	TELEPHONE & INTERNET	98-98-00-6301	\$244.39
DEC2016 BOA	BANK OF AMERICA 22774	PRINTING	98-98-00-6308	\$80.21
DEC2016 BOA	BANK OF AMERICA 22774	AIRPORT BECON RUNWAY	98-98-00-6315	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	VEHICLE MAINTENANCE	98-98-00-6316	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	MACHINE/EQUIPMENT MAINTENANCE	98-98-00-6317	\$0.00
DEC2016 BOA	BANK OF AMERICA 22774	PROFESSIONAL SERVICES	98-98-00-6373	\$0.00
		<b>Total AIRPORT FUND</b>		<b>\$342.21</b>
		<b>Total All Funds</b>		<b>\$138,988.67</b>

**City of Guthrie**  
**A/P Claims List**  
*from 1/22/2016 to 1/22/2016*

Invoice #	Vendor	Description	Account	Cost
16-005971-S	O.S.B.I. (820)	ODIS Software and Support Fee	01-07-70-6311	\$1,562.00
PS16-09	TDPS CRIMINAL INVEST DIV.	Advanced Polygraph Training Sweger	01-07-70-6343	\$100.00
JAN2016	LOGAN COMMUNITY SERVICES,	Logan County Referral Program for 1 year	01-07-70-6345	\$125.00
		<b>Total GENERAL FUND</b>		<b>\$1,787.00</b>
CMDEC2015	WASTE CONNECTIONS, INC		20-00-00-5466	(\$250.00)
1594157/1594158	WASTE CONNECTIONS, INC	Sanitation Service Agreement	20-21-00-6348	\$72,974.49
103705	SOUTHWEST CHEMICAL (20977)	Blanket PO for Bleach	20-23-00-6104	\$1,449.50
2016-151	ON-SITE INSTRUMENT	Calibrate flow meters WWTP	20-24-00-6319	\$300.00
1594157/1594158	WASTE CONNECTIONS, INC	Sanitation Service Agreement	20-26-00-6375	\$4,251.64
		<b>Total GPWA OPERATING FUND</b>		<b>\$78,725.63</b>
JAN2016	LAZY E ARENA	4th Quarter Sponsorship	45-45-00-6123	\$2,500.00
8433	STAPLE GUN	COG Nov/Dec 2016 Social Media	45-45-00-6123	\$1,500.04
1503	AYERS CONSULTING , INC	Photographs	45-45-00-6373	\$75.00
		<b>Total HOTEL/MOTEL TAX FUND</b>		<b>\$4,075.04</b>
01-013320-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$71.74
02-022280-016	UTILITY DEPOSIT REFUND		71-00-00-5555	\$5.00
02-023680-010	UTILITY DEPOSIT REFUND		71-00-00-5555	\$5.00
05-050420-005	UTILITY DEPOSIT REFUND		71-00-00-5555	\$76.94
06-060210-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$56.63
06-060530-007	UTILITY DEPOSIT REFUND		71-00-00-5555	\$126.70
06-061472-007	UTILITY DEPOSIT REFUND		71-00-00-5555	\$5.00
07-075130-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$4.20
09-092270-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$65.02
10-100210-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$43.28
10-100365-010	UTILITY DEPOSIT REFUND		71-00-00-5555	\$77.83
10-103030-005	UTILITY DEPOSIT REFUND		71-00-00-5555	\$11.92
11-112130-009	UTILITY DEPOSIT REFUND		71-00-00-5555	\$1.09
11-113081-006	UTILITY DEPOSIT REFUND		71-00-00-5555	\$63.48
12-120160-006	UTILITY DEPOSIT REFUND		71-00-00-5555	\$5.00
12-120450-011	UTILITY DEPOSIT REFUND		71-00-00-5555	\$5.00
12-122935-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$202.88
12-123640-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$80.00
13-133990-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$5.00
14-140320-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$10.69
14-140721-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$47.58
14-141500-008	UTILITY DEPOSIT REFUND		71-00-00-5555	\$82.73
		<b>Total UTILITY DEPOSIT FUND</b>		<b>\$1,052.71</b>
JAN2016	EDMOND ECONOMIC DEV.	Payment for Corporate Hangar Development as	99-99-00-6706	\$2,720.00
		<b>Total GUTHRIE INDUSTRIAL DEVELOPMENT</b>		<b>\$2,720.00</b>
		<b>Total All Funds</b>		<b>\$88,360.38</b>