



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

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, June 21, 2016 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Consent Agenda.
All matters listed will be enacted by one motion unless a request is made for discussion by any 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 June 7, 2016 1
B. Consider approval of Amendment No. 1 and Change Order No. 1 which adjusts quantities of existing items and adds new items to meet field conditions to relocate water lines..... 2
C. Consider approval of Amendment No. 1 and Change Order No. 1 which adjusts quantities of existing items and adds new items to provide sanitary sewer services for 2 homes 7
3. Discussion and possible action of canceling the Tuesday, July 5, 2016 City Council and Guthrie Public Works Authority Meetings due to the 4th of July holiday11
4. Adjournment.

CITY COUNCIL MEETING

63rd City Council
Tuesday, June 21, 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.

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MINUTES
GUTHRIE PUBLIC WORKS AUTHORITY MEETING
June 7, 2016

The regular meeting of the Guthrie Public Works Authority was posted on Friday, June 3, 2016, before 5:00 p.m. and held Tuesday, June 7, 2016, in the Guthrie City Hall Council Chambers.

Chairman Steven J. Gentling called the meeting to order at 8:02 p.m.

Members Present:	Steven J. Gentling	Jeff Taylor	Sharyl Padgett
	Ed Wood	Brian Bothroyd	

Members Absent:	John Wood	Gaylord Z. Thomas
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Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Maxine Pruitt	Eric Harlow
	Don Sweger	Schellon Stanley	Suzette Chang
	Cody Mosley		

Chairman Gentling declared a quorum with five (5) Trustee Members in attendance.

Consent Agenda. Motion by Trustee Padgett, seconded by Trustee Taylor, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held May 17, 2016.

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

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

Chairman Gentling declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie Public Works Authority Trustees, Chairman Gentling declared the meeting adjourned at 8:03 p.m.

Kim Biggs, Secretary

Steven J. Gentling, Chairman



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

June 21, 2016

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval of Amendment No. 1 and Change Order No. 1 which adjusts quantities of existing items and adds new items to meet field conditions to relocate water lines.

Summary

February 2016, a contract was awarded to Cherokee Pride Construction for the relocation of water lines of the upcoming ODOT project on SH-33 for a total of \$477,913. Amendment No. 1 addresses the increase of the contract in pay items which is a total of \$90,426.44. Change Order No. 1 includes the pay items in the amount of \$11,858.59. The revised contract amount is \$580,198.03 which will be reimbursed to the City by ODOT.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>20-21-00-6518</u>	Amount	<u>\$102,283.03</u>

Supporting documents attached:

- Letter from Myers Engineering
- Amendment No. 1
- Change Order No. 1

Recommendation

Approve Amendment No. 1 and Change Order No. 1 which adjusts quantities of existing items and adds new items to meet field conditions to relocate water lines.

Action Needed Public Hearing Motion Emergency Clause

June 10, 2016

Honorable Mayor and City Council
City of Guthrie
P.O. Box 908
Guthrie, OK 73044

Subject: Amendment No. 1 & Change Order No.1
Water Main Relocation, Logan County SH 33
J/P 21860(06) UTILITIES, NHPPY-142-(104) UT
MECE No. 211135.99

Honorable Mayor and City Council:

I. SCOPE:

Amendment No. 1 and Change Order #1 identifies the need to adjust bid quantities to meet field conditions.

Amendment No. 1 increases the following pay items:

Pay Item No. 6 "Install 12" gate valve and valve box." This increase is to interconnect a proposed 12" water main under Noble 1556+62 on the North side of Noble.

Pay Item No. 8 "Install 12" PVC C900." This increase is to accomplish the 12" interconnections at 7th and 10th Street.

Pay Item No. 8 "Install 12" PVC C900." This increase is to replace the existing 16" pipe under Noble at Station 1556 + 62.

Pay Item No. 10 "Install 12"x 45° Bend." This increase is to interconnect the 12" main under Noble at 1556+62 to the proposed 8" main on the North side of Noble.

Pay Item No. 21 "Install 8"gate valve and valve box." This increase is to interconnect the 12" main under Noble at 1556+62 to the proposed 8" main on the North side of Noble.

Pay Item No. 22 "Install 8"interconnection." This increase is to interconnect the 12" main under Noble at 1556+62 to the proposed 8" main on the North side of Noble.

Item No. 24 "Install 8" PVC C900." This increase is to interconnect the 12" main under Noble at 1556+62 to the proposed 8" main on the North side of Noble.

Item No. 30 "Install 8" x 8" x 8" Tee." This increase is to interconnect the 12" main under Noble at 1556+62 to the proposed 8" main on the North side of Noble.

13911 Quail Pointe Drive, Oklahoma City, OK 73134

Office 405.755.5325 Fax 405.755.5373

Item No. 31 “Install 8” x 90° Bend” This increase is to interconnect the 12” main under Noble at 1556+62 to the proposed 8” main on the North side of Noble.

Item No. 32 “Bore & Install 10” steel casing for 4” waterline.” This increase is to accommodate the 10” PE Bores in the vicinity of station 1526+50 and 1561+00.

Item No. 35 “Bore & Install 20” steel casing.” This increase is to accommodate the interconnection into the existing 16” main at Station 1556+62, 207.15 feet right.

Item No. 35 “Bore & Install 20” steel casing.” This increase is to accomplish the 12” interconnections at 7th Street and 10th Street.

Item No. 39 “Open & Cut Concrete Repair 6” thick with aggregate backfill.” This increase is to accommodate the open and cut repair of the three drives between 12th and 11th Street and paving repair required at 7th Street.

Amendment No. 1 decreases the following pay items:

Pay Item No. 13 This is a decrease of the 4” interconnection. This item is not needed at Station 1537+80.

Pay Item No. 17 This is a decrease of the 6” gate valve and valve box. This item is reduced to accommodate field conditions.

Pay Item No. 22 This is a decrease of the 8” interconnection. The interconnection at 1556+62 - 207.15 feet right now is 16” not 8”.

Pay Item No. 23 This is a decrease of the 8” Plug. This item at 1556+62 -207.15 feet right now is 16” not 8”.

Pay Item No. 24 This is a decrease of the 8” PVC C900 DR18 Waterline. The Directional bore with PE Pipe is to be used in in two locations. This also includes the reduction of 125 LF of 8” pipe not needed at 1556+25 right.

Pay Item No. 26 This is a decrease of the 8” x 45° Bend. This item is reduced due to existing main being 16” not 8” at Station 1556+62.

Pay Item No. 29 This is a decrease of the 8” x 8” x 6” Tee. This item is reduced due to the fire hydrant at Station 1556+62 right was not needed therefore no 8” x 8” x 6” Tee required.

Pay Item No. 32 This is a decrease of Bore & Install 10” Steel Casing for 4” Waterline. This item is reduced due for those areas where open and cut methods were used in lieu of boring with casing.

Pay Item No. 33 This is a decrease of Bore & Install 16” Steel Casing. This item is reduced for those areas where open and cut methods were used in lieu of boring with casing.

Pay Item No. 35 This is a decrease of Bore & Install 20” Steel Casing. This item is reduced due for those areas where open and cut methods were used in lieu of boring with casing.

Pay Item No. 36 This is a decrease of Slick Bore for 8” PVC. This item is reduced due to those areas where open and cut methods were utilized in lieu of slick bore.

Pay Item No. 38 This is a decrease of 6” Fire Hydrant Assembly. This item is not needed at station 1556+62 right.

Pay Item No. 39 This is a decrease of Open & Cut Concrete Repair 6” thick with aggregate backfill to accommodate the fact that the existing main at Station 1556+62 is 8” in 16” in lieu of 8”.

Pay Item No. 40 This is a decrease of Reconnect Existing Service. This item is adjusted to meet current field conditions.

Change Order No. 1 adds the following pay items:

Pay Item No. 47 -12’ X 8” Reducer is added to accommodate the interconnection in the existing 16” main at Station 1556+62, 207.15 feet right.

Pay Item No. 48- Asphalt Repair is added to accommodate the interconnection in the existing 16” main at Station 1556+62, 207.15 feet right.

Pay Item No. 49- 1” Crusher Run is added to accommodate the interconnection in the existing 16” main at Station 1556+62 207.15 feet right.

Pay Item No. 50- 16” x 12” Reducer is added to accommodate the interconnection in the existing 16” main at Station 1556+62 207.15 feet right.

Pay Item No. 51- 16” Interconnection is added to accommodate the interconnection in the existing 16” main at Station 1556+62 207.15 feet right.

Pay Item No. 52 -12”x12”x12” Tee is added to accomplish the 12” interconnection in the existing at 7th Street.

Pay Item No. 53- 4 Solid Sleeve is added to tie in to the new 12” waterline to the new 4” water line at 7th Street.

See attached Exhibit “A” for detailed cost and pricing.

Total Deletions for Amendment No. 1 \$78,859.00
Total Additions for Amendment No. 1 \$169,285.44
Total Additions for Change Order No. 1 \$11,858.59

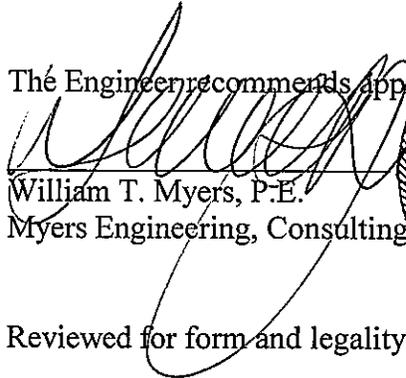
II. BREAKDOWN

Original Contract Amount	\$ 477,913.00
Amount Amendment No. 1	\$ 90,426.44
Change Order No. 1	\$ 11,858.59
Revised Contract Amount	\$ 580,198.03

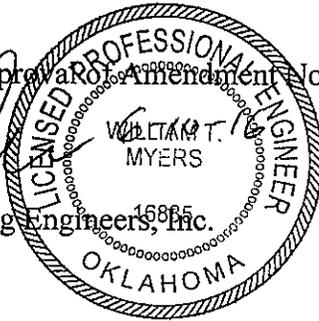
The above foregoing is hereby accepted this ____ day of _____, 2016, and the undersigned agrees to perform the work at the prices indicated.

Cherokee Pride Construction

The Engineer recommends approval of Amendment No.1 and Change Order No. 1



William T. Myers, P.E.
Myers Engineering, Consulting Engineers, Inc.



Reviewed for form and legality.

City Attorney

APPROVED by the Council of the City of Guthrie this ____ day of _____, 2016.

ATTEST:

City Clerk

Mayor



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

June 21, 2016

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval of Amendment No. 1 and Change Order No. 1 which adjusts quantities of existing items, adds new items, and adds an additional 40 calendar days to provide sanitary sewer services for 2 homes.

Summary

February 2016, a contract was awarded to Downey Construction, LLC for the relocation of sewer lines of the upcoming ODOT project on HWY 33 in total of \$461,028. The original ODOT relocation field meeting did not include relocation of services to two homes located on the north side of Noble and 2nd St and must be accommodated now. Amendment No. 1 addresses the increase of the contract in pay items which is a total of \$30,360. Change Order No. 1 includes the pay items in the amount of \$45,743.25. The revised contract amount is \$537,131.25 which will be reimbursed to the City by ODOT. The original contract was written for 90 days. Myers Engineering has requested an additional 40 to complete the project. Contract time with approve Change Order No. 1 is August 4, 2016.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>20-21-00-6518</u>	Amount	<u>\$76,103.25</u>

Supporting documents attached:

- Letter from Myers Engineering

Recommendation

Approve Amendment No. 1 and Change Order No. 1 which adjusts quantities of existing items, adds new items, and adds an additional 40 calendar days to provide sanitary sewer services for 2 homes.

Action Needed Public Hearing Motion Emergency Clause

June 10, 2016

Honorable Mayor and City Council
City of Guthrie
P.O. Box 908
Guthrie, OK 73044

Subject: Amendment No. 1 & Change Order No.1
Sewer Main Relocation, Logan County. SH 33
J/P 21860(06) UTILITIES, NHPPY-142C(104) UT
MECE No. 211135.101

Honorable Mayor and City Council:

I. SCOPE:

Amendment No. 1 and Change Order #1 adjusts quantities of existing items and adds new items to provide sanitary sewer service for 2 homes on the North side of Noble near 2nd Street. The original ODOT relocation field meeting did not deal with service to these homes and must be accommodated now.

Amendment No. 1 increases the following pay items:

Pay Item No. 9 "Bore and Install 16" Casing pipe." This increase is to accommodate the addition of manhole #7 & #8

Pay Item No. 8 "Install 8" PVC SDR26 Sewer Line." This increase is to accommodate the addition of manhole #7 & #8

Change Order No. 1 adds the following pay items:

Pay Item No. 14 -Set Manhole #7 (Bore Pit). This increase is to accommodate the addition of manhole #7 & #8.

Pay Item No. 15- Replace Parking Lot 6" Concrete Paving. This increase is to accommodate the addition of manhole #7 & #8.

Pay Item No. 16- Set Manhole #7. This increase is to accommodate the addition of manhole #7 & #8.

Pay Item No. 17- Tie existing services into manholes. This increase is to accommodate the addition of manhole #7 & #8.

Pay Item No. 18- 4" Asphalt Repair. This increase is to accommodate the addition of manhole #7 & #8.

II. COST ESTIMATE

Amendment No.1 and Change Order No.1

Item No.	Unit	Item Description	Est. Qty	Actual Qty.	Over run	Unit Price	Total Cost of Increase
8	LF	8" PVC SDR 26 Sewer Line	119	234	115	\$ 15.00	\$ 1,725.00
9	L.F.	Bore & Install 16" Casing	100	215	115	\$ 249.00	\$ 28,635.00
14	L.S.	Set Manhole #7 (bore pit)	0	1	13,271.46	\$ 13,271.46	\$ 13,271.46
15	S.Y.	Replace Concrete Paving	0	89	89	\$ 4979.55	\$ 4,979.55
16	L.S.	Set Manhole #8	0	1	1	\$ 8,486.22	\$ 8,486.22
17	L.S.	Tie Existing Services to Manhole	0	1	1	\$ 14,986.62	\$ 14,986.62
18	S.Y.	4" Asphalt Repair	0	1	1	\$ 4019.40	\$ 4019.40

Total Additions for Amendment No. 1 \$30,360.00

Total Additions for Change Order No. 1 \$45,743.25

II. BREAKDOWN

Original Contract Amount	\$ 461,028.00
Amount Amendment No. 1	\$ 30,360.00
Change Order No. 1	\$ 45,743.25
Revised Contract Amount	\$ 537,131.25

Change Order No. 1 increases the substantial completion date of June 25, 2016 to substantial completion date of August 4, 2016. 40 calendar days are added to the original contract of 90 calendar days. Contract time with approved Change Order #1 is August 4, 2016. This increase is needed to accommodate the new sanitary sewer service for 2 homes on the North side of Noble near 2nd Street.

The above foregoing is hereby accepted this _____ day of _____, 2016, and the undersigned agrees to perform the work at the prices indicated.

 Downy Contracting, L.L.C.

The Engineer recommends approval of Amendment No.1 and Change Order No. 1

 William T. Myers, P.E.
 Myers Engineering, Consulting Engineers, Inc.

Reviewed for form and legality.

City Attorney

APPROVED by the Council of the City of Guthrie this ___ day of _____, 2016.

ATTEST:

City Clerk

Mayor



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

June 21, 2016

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Discussion and possible action of canceling the Tuesday, July 5, 2016 City Council and Guthrie Public Works Authority Meetings, due to the 4th of July holiday.

Summary

The Guthrie City Charter, Section 2-14 states the City Council shall hold their regular meetings on the first and third Tuesday of each month. Oklahoma Statutes Title 25, Section 311(A)(8), Open Meeting Act, states if any change is made of the date, time or place of regularly scheduled meetings of public bodies, then notice in writing shall be given to the municipal clerk, no less than ten days prior to the implementation of any such change. The City Council has cancelled meetings in the past due to other holidays and the 89er Celebration.

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

- None

Recommendation

Council/Trustees discretion.

Action Needed Public Hearing X Motion Emergency Clause

MINUTES
CITY COUNCIL MEETING
June 7, 2016

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, June 3, 2016, before 5:00 p.m. and held Tuesday, June 7, 2016, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Council Member Brian Bothroyd.

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

Mayor Gentling called the meeting to order at 7:01 p.m.

Members Present:	Steven J. Gentling	Jeff Taylor	Sharyl Padgett
	Ed Wood	Brian Bothroyd	

Members Absent:	John Wood	Gaylord Z. Thomas
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Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Jim Ahlgren	Maxine Pruitt	Eric Harlow
	Don Sweger	Schellon Stanley	Suzette Chang
	Cody Mosley		

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

Public Comments, Community Announcements, and Recognition.

1. Mike Monahan addressed the City Council requesting staff to review the handicap parking in the city and to consider adding parking spaces for the use of vans. Mr. Monahan also requested staff to review the curbs and street corners in the downtown area for wheelchair compatibility.

Consent Agenda. Council Member Bothroyd removed Item C for further discussion. Motion by Council Member Taylor, seconded by Council Member Padgett, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the City Council Workshop held on May 17, 2016.
- B. Consider approval of minutes of the Regular City Council Meeting held on May 17, 2016.
- D. 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 is most beneficial to the City of Guthrie.
- E. Consider approval to suspend Ordinance No. 3221 on June 25, 2016, for a city-wide garage and sidewalk sale.
- F. Consider approval of granting a 15 foot utility easement to OG&E for relocation of utility lines at Guthrie Edmond Regional Airport.

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

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

Mayor Gentling declared the motion carried unanimously.

Consent Agenda Item C. Consider approval of negotiating a land lease for a bait house and concession as proposed by Troy Smith and Mark Swanson of Gooch-Smith Electric and as recommended by the Guthrie Park Board. The Park Board met at their regularly scheduled meeting on Thursday, May 19, 2016, and voted unanimously to recommend to the Guthrie City Council the approval of negotiating an agreement between the City of Guthrie and Troy Smith and Mark Swanson for a land lease at Guthrie Lake at the site of the old caretaker's house and bait shop. This lease would be similar to that of the Airport's hangar leases. These two gentlemen propose to build a bait house with a nice deck to provide a place for citizens to sit and enjoy the lake. Additionally, they would maintain the property which will help our Parks Department. Motion by Council Member Bothroyd, seconded by Council Member E. Wood, moved approval of negotiating a land lease for a bait house and concession as proposed by Troy Smith and Mark Swanson of Gooch-Smith Electric. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Amending Ordinance No. 2422. Mr. James Long addressed the City Council in favor of allowing ATV/Dirt Bike use within a C-2 General Commercial area. Motion by Council Member Bothroyd, seconded by Council Member E. Wood, moved approval to amend Ordinance No. 2422, Article 3, Section 10.5 creating the Special Use Provision for ATV / Dirt Bike Use within a C-2 General Commercial Area. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Emergency Clause. Motion by Council Member Bothroyd, seconded by Council Member E. Wood, moved approval of Section 5 declaring an emergency and the immediate passage of this Ordinance. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Lease Agreement. Motion by Council Member Bothroyd, seconded by Council Member E. Wood, moved approval of a lease agreement between the City of Guthrie and National Little Britches Rodeo Association. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Developer Agreement. Motion by Council Member Taylor, seconded by Council Member E. Wood, moved approval of a developer agreement between Galleria Furniture, Inc. and the City of Guthrie. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Resolution No. 2016-08. Motion by Council Member Bothroyd, seconded by Council Member Taylor, moved approval of Resolution No. 2016-08 calling for a Special Election to be held August 23, 2016, for purpose of submitting to the registered, qualified voters of said City, a question of whether or not to add a new section to the Charter of the City of Guthrie to be designated as Section 2-30 Increase in Utility Rates. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Resolution No. 2016-10. Motion by Council Member Padgett, seconded by Council Member Taylor, moved approval of Resolution No. 2016-10 amending rates and fees for emergency medical services. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Resolution No. 2016-11. Motion by Council Member Bothroyd, seconded by Council Member Taylor, moved approval of Resolution No. 2016-11 establishing a fee for Recreational Vehicle (RV) camping in Cottonwood Flats. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Resolution No. 2016-12. Motion by Council Member Bothroyd, seconded by Council Member E. Wood, moved approval of Resolution No. 2016-12 establishing the 9-1-1 Emergency Telephone Fee for Calendar Year 2017. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Board Appointment to the Guthrie-Edmond Regional Airport Board. Motion by Council Member Taylor, seconded by Council Member Padgett, moved approval of appointing John Balsiger to the Guthrie-Edmond Regional Airport Board for the term of July 2016 through June 2018. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

City Manager's Report: City Manager Johnson provided a copy of the FY17 Budget Instructions/Guidelines including the proposed budget calendar. Johnson also provided the minutes of the Oklahoma Department of Transportation (ODOT) Cottonwood Creek Bridge Project Review and stated that the viaduct project is estimated to cost \$15,200,000 bringing the total investment made by ODOT on construction projects in and around Guthrie to approximately \$20,000,000.

Requests/Comments from Members of the City Council: Announced upcoming community events; thanked staff for a superb job of preparing the Summit View Cemetery for Memorial Day; thanked all those involved with the Bow Wow Luau; congratulated everyone involved with the successful evening of Red Brick Nights on June 4th; congratulated Dr. Mike Simpson for winning the Superintendent of the Year award; and offered condolences to the family of General Daniels.

Executive Session. Motion by Council Member E. 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)(3) for the purpose of discussing the purchase or appraisal of real property.
- B. 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).

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

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

Mayor Gentling declared the motion carried unanimously at 7:40 p.m. Attending Executive Session were Mayor Gentling, Council Members Taylor, Padgett, E. Wood, and Bothroyd, City Manager Johnson, and City Attorney Shadid.

Reconvene. Mayor Gentling reconvened the Guthrie City Council Meeting at 8:00 p.m. and stated no action was taken in Executive Session.

Consider action regarding real property. No action.

Consider action regarding Logan County Rural Water District No. 1. No action.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 8:01 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 21, 2016

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval to declare police badges which have reached their useful life or have become obsolete as surplus property and allow the Purchasing Agent to sell said property to a restricted audience in a way that is most beneficial to the City of Guthrie.

Summary

The Police Department desires to surplus its obsolete breast and cap badges. The department initially transitioned to the badges in 1996 and has been maintaining them since that time. The cost of repairing and replacing them became prohibitive and, in 2014, the decision was made to transition to a style that reflected the aspects of the community. We are asking permission to surplus the obsolete badges and allow the officers to which they were issued to purchase them for \$10 per badge. Any that remain will then be offered to internal police department personnel for sale at \$10 per badge. The Chief of Police shall determine the schedule at which the badges are replaced so as to not place an undue burden on the department and the City.

Funding Expected X Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 01-00-00-5419 Amount Unknown
Legal Review X N/A Required Completed Date:

Supporting documents attached

- N/A

Recommendation

Approve declaring surplus and allow the Purchasing Agent to dispose of said property to a restricted audience in a way that is most beneficial to the City of Guthrie.

Action Needed Public Hearing X Motion Emergency Clause



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

June 21, 2016

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Consider approval of Oklahoma Tax Commission Agreement for Administration of the Sales and Use Tax.

Summary

The proposed agreement is due to the new rate in sales tax effective July 1, 2016. Once executed, the agreement will replace the separate sales and use tax agreements currently in effect and shall renew without action of the parties for additional terms of one year provided that the current rate has not been changed and neither party has given written notice of its intent to terminate the agreement.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number _____ **Amount** _____

Legal Review N/A Required Completed Date: _____

Supporting documents attached

- Agreement for Administration of the Sales and Use Tax Ordinances of the City of Guthrie

Recommendation

Approve the Agreement for Administration of the Sales and Use Tax Ordinances of the City of Guthrie

Action Needed Public Hearing Motion Emergency Clause

**AGREEMENT FOR ADMINISTRATION
OF THE SALES AND USE TAX ORDINANCES
OF THE CITY/TOWN AND AN AGREEMENT TO ENGAGE IN COMPLIANCE
ACTIVITIES BY THE CITY/TOWN OF**

THIS AGREEMENT is entered into this ___ day of _____, ___ pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of _____, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of _____ percent (_____%) upon sales within or outside of the Municipality and to authorize Municipality to engage in compliance activities as hereinafter defined.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto as provided in the Ordinances except as provided, in paragraph 16 below. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Section 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term "use" as used in the Ordinances have the same

meaning as the term "use" has in the Oklahoma Use Tax Code; and

(e) the permits for sales and use tax issued by the Commission shall be the sales and use tax permits used by the municipality for the enforcement and collection of sales and use taxes within and without the municipality and said permits, as issued by the Commission, shall include the zip code plus the four digit location code commonly called the zip plus 4, when available.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

- B. (a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,
- (b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,
- (c) consulting with municipalities concerns and trends with respect to local taxes,
- (d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,
- (e) coordinating the provision by the Commission to municipalities of information and
- (f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state

and local use tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount not to exceed one-half of one percent (0.5%) of the municipal sales or use taxes collected for services rendered in connection with such collections and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports, receipts and collections from vendors. The Commission shall maintain the records in such a manner that the amount due the Municipality each month by a vendor can be determined by the Commission and can be provided to the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum, an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall make available to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately preceding calendar month and the amount withheld by the Commission under Paragraph 5. The Commission shall allow an annual review of the Commission's expenditures associated with the collection and enforcement of municipal sales and use taxes.

9. In the event a vendor remits sales or use taxes due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making

refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality, in the immediately following calendar month following the notice requirements set out in paragraph eleven (11).

11. The Commission shall provide notice to the Municipality via the OKTap user Account to municipalities so that a municipality may view all the requests for refunds that have been filed, processed and recommended approval. All claims for refund shall be documented as outlined in OAC 710:65-11-1 upon discovery of a remittance error by the vendor. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. The Commission shall make available to a municipality, upon request, copies of the claims processed and recommended for approval in the amount of two thousand dollars (\$2000.00) or more and related supporting documents prior to the claim being considered for approval by the Commission. The Commission shall post the requested claim documents on the municipality's OKTap user account to comply with this requirement. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide written notice of the hearing date and time via electronic mail, e-mail, or mail through the United States Postal Service to the municipality affected.

12. In the event a municipality is notified as required and set out in paragraph 11, above, that it has been paid sales or use tax funds that should have been paid to another municipality, the Tax Commission shall adhere to repayment provisions of the provisions of paragraph 10.

13. The Commission shall provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year via the OKTap user Account. In addition the Commission shall via OKTap provide the following:

A. additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the

preceding calendar year within the boundary of the Municipality;

B. a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and

C. a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

D. the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

A. The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

B. The report complies with all terms and statutes outlined within this agreement.

C. The information requested is available to the Commission.

D. Commission will be provided a minimum of thirty (30) days to compile new requests unless otherwise agreed.

E. Commission shall provide the requested report(s) within ninety (90) days unless otherwise agreed.

14. The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

15. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

16. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest

required by law to be paid on such refunds.

17. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof except as provide in paragraph 18 below.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality subject to the requirements of paragraph 19. Municipality does have the inherent authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the

Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

18. The Commission acknowledges the need for municipalities to have input into rulings made by the Commission regarding requests for waivers of penalties and interest assessed on municipal sales and use taxes. Therefore, the Commission agrees to provide municipalities with the opportunity to make recommendations regarding such waiver requests. Such notification shall not include waiver requests received by the Commission through its Voluntary Disclosure Agreement Program.

The Account Maintenance Division or the General Counsel's Office of the Commission will notify municipalities at least two weeks prior to submission of a waiver request to the Commission. The notification will apply to all waiver requests for penalties and interest that was assessed on state and local sales and use taxes in excess of Two Thousand Dollars (\$2,000.00). Any recommendation made by the municipality will be presented to the Commission at the time of consideration of the request. If the municipality fails to make a recommendation in the time allotted, the Division will present the request to the Commission without a municipal recommendation. The Division will notify the municipality of the Commission decision.

19. A City/town may commence compliance activities under the following conditions:

A. The following words and terms, when used in this Agreement, shall have the following meaning, unless the context clearly indicates otherwise:

1. "Agent" means an employee of the Municipality or person or entity acting under contract with the Municipality and certified by the Commission as an agent

for the purpose of compliance activities as set out in this agreement except for municipal criminal prosecution.

2. "Compliance activities" means all actions to assist or induce a delinquent seller to comply with applicable laws, rules and regulations, to accurately and timely collect, source, report and remit sales and use taxes within the municipality's jurisdiction and shall include:

a. The identification of and reporting to the Tax Commission any unregistered sellers making sales sourced to the municipality under the laws of this state. "Unregistered seller" shall mean any delinquent seller which has failed to apply for a sales or use tax permit with the Tax Commission. Provided, the term shall not include any out-of-state seller that does not have a legal requirement to register with the state;

b. The prosecution of any criminal violations of a municipal ordinance related to the payment of sales or use taxes. "Prosecution" shall mean the initiation of legal proceedings by the filing of a complaint in a municipal criminal court of record pursuant to Section 28-113 of Title 11 or by the filing of a complaint in a municipal court not of record pursuant to the provisions of Section 27-115 of Title 11; and

c. Any additional compliance activities that may be performed by the agent of the municipality on accounts of delinquent sellers that were assigned to the agent at the request of the municipality that do not result in a duplication of compliance activities.

Compliance activities shall not include the following activities, over which the Tax Commission shall have sole authority:

- a. Registering new taxpayer accounts,
- b. Issuing and administering taxpayer permits,
- c. Receiving returns,
- d. Receiving remittances of sales and use taxes,
- e. Issuing assessments,
- f. Conducting hearings under Section 212 of Title 68,
- g. Developing pay plans in consultation with the municipality as provided in the Agreement for Administration of the Sales and Use Tax Ordinances,
- h. Revoking permits,
- i. Taking legal action to close a business,
- j. Issuing refunds and credits,
- k. Managing audits, and
- l. Determination of taxability of sales transactions.

3. "Delinquent seller" means any person making sales of tangible personal property or services in this state, the gross receipts or gross proceeds from which are taxed by law and fails to obtain a permit, file a sales tax return as required by law, or is delinquent in whole or in part in the collection and remittance of sales or use taxes.

4. "Enhanced collections" means any remittance of past due or unpaid state sales or use taxes, including penalty and interest, obtained from a delinquent seller that was not registered, underreported, failed to report or remit, failed to comply with a payment plan, or arising from liens filed by the Tax Commission following documented compliance activity of a municipality or person or entity acting under contract with such municipality.

B. Municipality elects to engage in the compliance activities designated by notice to the Commission; provided that Municipality may change its designation upon timely notice.

C. This Agreement shall include appointment of persons or entities approved by the Commission conducting compliance activities on behalf of Municipality as agents of the Commission. No appointment shall be necessary or required for Municipality to engage in prosecution of any criminal violations of its ordinance related to the payment of sales or use taxes.

All persons, including municipal employees and employees of entities acting under contract with a municipality, that will be performing compliance activities for Municipality must meet minimum qualifications provided herein and undergo training provided by the Tax Commission. The minimum qualifications shall consist of a bachelor's degree; or an equivalent combination of education and experience, substituting one year of experience in business management, tax revenue, credit collections, or investigative work for each year of the required degree. Provided, the minimum qualifications provided herein shall not apply to employees of municipalities seeking appointment as an agent if the municipality has a population less than 25,000.

Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein.

With the execution of this Agreement, Municipality shall provide the names of all persons, including employees of Municipality, who will be performing compliance activities on behalf of Municipality. The Commission shall issue letters of appointment for all persons who meet or are exempt from the minimum requirements.

Municipality agrees to notify the Commission when additional persons are added by Municipality to conduct compliance activities on behalf of Municipality. Municipality further agrees to immediately notify the Commission of the termination of employment or cancellation of contract of any person appointed as an agent for the purposes of conducting compliance activities.

D. The Commission shall provide to Municipality and agents appointed by the Commission to perform compliance activities all information necessary to perform compliance activities. Municipality and agent shall preserve the confidentiality of the information as required by Section 205 of Title 68 of the Oklahoma Statutes. Failure to comply with the statutory confidentiality requirements shall result in immediate

withdrawal of appointment of any person to perform compliance activities and may result in civil and criminal liability.

Nothing herein shall limit Municipality's use of information provided by the Commission in prosecution of violations of Municipality's tax ordinances.

E. As provided in Section 2702(E)(3) of Title 68, the Tax Commission shall reimburse a municipality performing any of the compliance activities defined above as follows:

1. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ($\frac{3}{4}$ of 1%) of enhanced collections from any unregistered seller identified and reported to the Commission by a municipality for any sales made during the period the seller was unregistered with the Tax Commission;
2. The Tax Commission shall not retain any fee and refund any fee retained from the collection of city sales and use taxes remitted as a result of the prosecution of any criminal violations of a municipal ordinance; and
3. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ($\frac{3}{4}$ of 1%) of enhanced collections from any delinquent seller as a result of other compliance activities documented by the municipality or person acting under contract with such municipality.

To receive compensation, Municipality shall provide documentation of compliance activities which generated the enhanced collections. Documentation shall consist of reports, on forms prescribed by the Commission, listing the name of the delinquent seller, date of compliance activity, type of activity, and such other information as may be necessary to identify the delinquent seller, compliance activity, or enhanced collections.

The Commission shall provide reimbursements on a monthly basis and provide a monthly report to Municipality indicating, at a minimum, the name of the delinquent seller, amount of enhanced collections, and date of remittance by the delinquent seller in the previous month.

The Commission shall use its best efforts to cause reimbursements as a separate distribution to be paid to Municipality no later than the tenth day of each calendar month following the month of receipt of the report of enhanced collections filed with the Commission.

20. It is recognized and acknowledged that the Municipal Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

21. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to

maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

22. Where the municipality takes the action recognized by paragraph 20 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

23. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

24. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

25. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

26. If a dispute arises from the application of paragraph nineteen (19) of this Agreement, and if the dispute cannot be settled through negotiation, the Commission and Municipality agree first to try in good faith to settle the dispute by mediation. Either party may request mediation before the Director of the Office of Management and Enterprise Services in the manner the Director deems appropriate.

27. This Agreement shall be in effect from _____, ____ until _____, _____, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first above written.

THE MUNICIPALITY OF

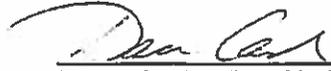
OKLAHOMA TAX COMMISSION

A Municipal Corporation

Mayor



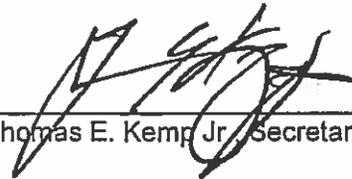
Steve Burrage, Chairman



Dawn Cash, Vice-Chairman

ATTEST: (CITY SEAL)

Municipal Clerk



Thomas E. Kemp Jr., Secretary-Member

ATTEST: (STATE SEAL)

Assistant Secretary – OTC

APPROVED BY THE CITY OF _____ LEGAL DEPARTMENT

BY _____ DATE _____

City Attorney

EXHIBIT A

Retention Fee = 0.5%



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting June 21, 2016	Contact Cody Mosley, Community & Economic Development Director
--	---	--

Agenda Item

Consider approval to accept a grant from the Oklahoma Historical Society in the amount of \$12,000.00.

Summary

This grant from the Oklahoma Historical Society was made available to all Certified Local Governments (CLGs) within Oklahoma. Guthrie had not made application in recent years, though it is a grant made available annually. Planning staff will use the funds develop an augmented reality walking tour in downtown. There are currently only two augmented reality walking tours dedicated to historical architecture and preservation efforts.

City of Guthrie as the subgrantee is responsible for 40% (\$8,000) of the total project. Through donations, in-kind services, and budgeted dollars, the City is prepared to accept responsibility for the matching portion of this grant.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	30-00-00-5514 (rev) 30-30-05-6575 (exp)	Amount	\$12,000 / \$8,000 \$20,000
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Oklahoma Historical Society Grant

Recommendation

Accept the Oklahoma Historical Society grant for the amount of \$12,000.00

Action Needed Public Hearing Motion Emergency Clause



Oklahoma Historical Society

Founded May 27, 1893

State Historic Preservation Office

Oklahoma History Center • 800 Nazih Zuhdi Drive • Oklahoma City, OK 73105-7917
(405) 521-6249 • Fax (405) 522-0816 • www.okhistory.org/shpo/shpom.htm

June 3, 2016

Mr. Cody Mosley
City of Guthrie
P.O. Box 908
Guthrie, OK 73044

Re: Project Number 16-606

Dear Cody:

Enclosed are three copies of the contract for the FY 16 Certified Local Government program for the City of Guthrie. Please have the appropriate person sign all copies and return them as soon as possible. Please also sign the enclosed non-collusion certification. It has recently been updated by the state. A signed copy of the contract will be returned to you.

As a subgrantee you are required to display the Equal Opportunity Poster provided by the National Park Service. If you do not have this poster, let us know and we will mail one to you.

Do not hesitate to call if you have any questions. We look forward to working with you on this project.

Sincerely,

Melvena Heisch
Deputy State Historic
Preservation Officer



NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Historical Society Agency Number: 350

Solicitation or Purchase Order #: 16-606

Supplier Legal Name: City of Guthrie

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

- 1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- [] the competitive bid attached herewith and contract, if awarded to said supplier;
OR
[] the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

**OKLAHOMA HISTORICAL SOCIETY
SUBGRANT AGREEMENT**

Project Number 16-606

Certified Local Governments Program

City of Guthrie

P.O. Box 908, Guthrie, OK 73044

Phone: (405) 282-0190

County: Logan

Contact Person: Cody Mosley

FEI #: 73-6005239

Congressional District(s): 3

PURPOSE AND CONDITIONS

In consideration of a Historic Preservation Fund Matching grant-in-aid, administered by the Oklahoma Historical Society, State Historic Preservation Office (hereinafter OK/SHPO), the **City of Guthrie** (hereinafter referred to as the subgrantee) shall carry out the City of Guthrie's Certified Local Governments Program described in detail in attachment "B", a legally binding part of this document.

The OK/SHPO shall provide a matching grant-in-aid in the amount of: \$ 12,000.00

The Subgrantee shall provide the nonfederal matching share an amount not less than: \$ 8,000.00

The Subgrantee shall adhere to the terms, conditions, standards, and guidelines set forth in **Attachments "A" and "B"** both legally binding parts of this agreement.

In witness whereof, the OK/SHPO and the Subgrantee have caused this agreement and all attachments to be in effect on July 1, 2016, and to remain in effect until June 30, 2017.

OKLAHOMA HISTORICAL SOCIETY

SUBGRANTEE

City of Guthrie

Bob L. Blackburn
Executive Director

By:
Title:

Date

Date

4. Payment:

- A. The allowable cost in this agreement is a matching grant-in-aid from the National Park Service, Department of the Interior, through the OKSHPO. The Subgrantee will match the grant award with an amount not less than forty percent (40%) of the total project cost, as set forth in "Attachment B."
- B. The Subgrantee will receive reimbursement for those allowable costs properly incurred within the effective dates of the project.
- C. To receive reimbursement for allowable costs under the terms of the grant-assisted project, the Subgrantee shall submit itemized invoices with supporting documentation, as specified in the OKSHPO's guidelines. The matching ratio must be demonstrated in each request for reimbursement.
- D. The OKSHPO will make no advance payments to the Subgrantee.
- E. The final request for reimbursement must be received by the date specified in the Project Schedule of Attachment "B".

5. Special Condition:

The Subgrantee may use no part of this subgrant to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other devices intended or designed to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This provision is in accordance with 18 U.S.C. 1913. Violation of this provision will result in termination of this agreement.

6. Procurement:

The purchase of goods and services must be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular). Equipment purchases are not allowed under this agreement.

7. Costs:

All costs incurred must be in accordance with the appropriate institution's or organization's costs principles located in:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular), ASMB C-10/Indian Tribal Governments, and OMB Circular A-123/Internal Control Systems

8. Repayment:

If it is determined that terms and conditions of the subgrant were not followed or that costs claimed are disallowed following the audit, the subgrantee shall reimburse the OKSHPO the amount of the disallowed costs.

9. Amendment Procedure:

- A. If the Subgrantee determines that a change in the scope of work to be accomplished, the project budget, or the source and kind of nonfederal matching share under this agreement is necessary, a written request must be submitted to the OKSHPO detailing the requested amendment and giving justification for the change. The OKSHPO shall, within five (5) days of receipt of the request, inform the Subgrantee whether Department of the Interior approval is needed for the amendment. If Department of the Interior approval is not required, and if the proposed amendment is acceptable to the OKSHPO, approval of the amendment

shall be forwarded to the Subgrantee within fifteen (15) days. If Department of the Interior approval is required, the OKSHPO shall inform the Subgrantee of the approval or disapproval within fifteen (15) days of receipt of notification from the Department of the Interior.

- B. Unless the Subgrantee has requested and received approval of an amendment to the scope of work, the project budget, or the source and kind of matching share outlined in this agreement, costs incurred as a result of the change may not be reimbursed.

10. Termination:

- A. Termination of agreement for cause: If, through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Subgrantee shall violate any of the covenants or stipulations of this agreement, the OKSHPO shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The Subgrantee shall be entitled to receive just and equitable compensation for any work done in accordance with the requirements of Attachment "B". Notwithstanding the above, the Subgrantee shall not be relieved of liability to the OKSHPO for damages sustained by the OKSHPO by virtue of any breach of the contract by the Subgrantee, and the OKSHPO may withhold any payments to the Subgrantee for the purpose of set-off until such time as the exact amount of damages due the OKSHPO from the Subgrantee is determined.
- B. The OKSHPO or the Subgrantee may terminate this agreement at any time when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination

conditions, including the effective termination date, and in the case of partial termination, the portion to be terminated.

- C. If the OKSHPO terminates this agreement, the Subgrantee shall not incur new obligations for the terminated portion after the effective termination date. The Subgrantee will cancel as many outstanding obligations as possible. The OKSHPO will allow full credit for noncancellable obligations properly incurred prior to the date of termination. Costs incurred after the effective date of termination will be disallowed.

**SUBGRANT AGREEMENT
ATTACHMENT B**

**CITY OF GUTHRIE
CERTIFIED LOCAL GOVERNMENTS PROGRAM
16-606**

I. PURPOSE

The Subgrantee shall, in consideration of this matching grant-in-aid, carry out the responsibilities delegated to it under the Certification Agreement entered into with the OK/SHPO on December 22, 1989. The Subgrantee shall therefore:

- a. Enforce the local historic preservation ordinance for the designation and protection of local historic properties;
- b. Maintain an adequate and qualified historic preservation review commission in accordance with provisions of *Certified Local Governments Program for Oklahoma* that includes the requirement that every local Commission member possess a demonstrated interest in historic preservation;
- c. Maintain a system for the survey and inventory of local historic properties that is coordinated with the statewide comprehensive planning process, with technical assistance provided by the OK/SHPO;
- d. Ensure, to the maximum extent possible, public participation in the local historic preservation program;
- e. Review and comment upon nominations to the National Register of Historic Places (NRHP) for properties within its jurisdiction, and within sixty (60) days of receiving the nominations, submit the commission's reports and the mayor's recommendations to the OK/SHPO as to whether or not the nominated properties meet the National Register Criteria for Evaluation;

- f. Assist the OK/SHPO, if necessary, to verify the names and addresses of property owners within local historic districts being nominated to the National Register, and assist with arrangements for local public information meetings at mutually agreeable times and locations when such districts are nominated;
- g. Submit an annual report to the OK/SHPO detailing the past year's local historic preservation program activities by September 1, 2017;
- h. Coordinate local historic preservation, to the extent practicable, with the OK/SHPO that shall provide technical assistance, guidance, and information to the Subgrantee as requested;
- i. Carry out the general program procedures as outlined in *Certified Local Governments Program for Oklahoma*.

As a means of carrying out these responsibilities, the Subgrantee shall (A) retain the services of a qualified professional to develop a walking tour app; (B) design and print a walking tour brochure; and (C) provide educational/training opportunities for Preservation Commission members and related City staff.

II. WORK TO BE ACCOMPLISHED

The work to be accomplished under this Certified Local Governments Program Agreement includes the following: (A) Retain the services of a qualified professional to develop a walking tour app; (B) Design and print a walking tour brochure; and (C) Provide educational/training opportunities for Preservation Commission members and related City staff.

A. Development of a Virtual Reality Tour Phone App

The Subgrantee, with the services of a qualified professional, shall develop a virtual reality tour phone app documenting historic preservation and historic downtown Guthrie. The Subgrantee shall submit a draft RFP to the OK/SHPO for a ten (10) day review before

soliciting for a consultant. Subgrantee shall consult with the OK/SHPO before selection of consultant, and the **Subgrantee shall provide the OK/SHPO a copy of the fully executed contract within seven (7) working days of its execution.**

The phone app shall be professional in content and design. The Subgrantee shall submit each of the following to the OK/SHPO for a fifteen (15) day review, per the project schedule below: a list of all buildings to be included and complete phone app text in Word format sent to the OK/SHPO via e-mail; access to review a first draft of the final design and layout; and access to a final draft of the design and layout. All drafts must be reviewed and approved by the OK/SHPO before the phone app goes live. The Subgrantee shall ensure that the acknowledgement of support and nondiscrimination language specified in *Guidelines for Subgrantees* will appear in the phone app. The Subgrantee shall notify the OK/SHPO via e-mail when the app goes live and instructions on how to obtain it. The virtual reality tour app shall be available free to the public.

B. Design and Print a Walking Tour Brochure

The Subgrantee, with the services of a qualified professional, shall design, print and distribute a walking tour brochure, featuring photographs and brief histories of selected buildings in historic downtown Guthrie. The Subgrantee shall submit a draft RFP to the OK/SHPO for a ten (10) day review before soliciting for a consultant. Subgrantee shall consult with the OK/SHPO before selection of consultant, and the **Subgrantee shall provide the OK/SHPO a copy of the fully executed contract within seven (7) working days of its execution.**

Subgrantee shall submit a draft copy to the OK/SHPO of all brochure language and photographs in Microsoft Word format for a fifteen (15) day review. Subgrantee shall refer to the *Guidelines for Subgrantees* for the process on soliciting bids for the printing of the walking tour brochure and provide documentation to the OK/SHPO to demonstrate compliance with the requirements. The final design of the brochure and total number of copies to be printed shall be submitted to the OK/SHPO for approval **before printing**. The Subgrantee shall ensure that the acknowledgement of support and nondiscrimination language specified in *Guidelines for Subgrantees* is printed in the brochure. The walking tour brochure shall be available free to the public.

C. Educational/Training Activities

The Subgrantee shall provide educational/training opportunities for Preservation Commission members and related City staff, as approved by the OK/SHPO.

III. UNDERSTANDING OF DOCUMENTS

The Subgrantee affirms familiarity with and understanding of the following:

- a. *Guidelines for Subgrantees*
- b. The Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation
- c. *Certified Local Governments Program for Oklahoma*

IV. PROJECT SCHEDULE

In accordance with instructions in *Guidelines for Subgrantees*, the Subgrantee shall submit Progress Reports to the OK/SHPO as specified in the Project Schedule below. Attached to each report shall be the specific documents and/or evidence on project products and tasks as specified:

Report Due: August 10, 2016

Reporting Period: July 1-31, 2016

- Tasks:**
1. Subgrantee shall draft a Request for Proposals for the Virtual reality tour phone app and brochure and provide it to the OK/SHPO for a ten (10) day review and issue the RFP.
 2. Submit Progress Report to OK/SHPO.

Report Due: September 10, 2016

Reporting Period: August 1-31, 2016

- Tasks:**
1. Review consultant proposals and submit selected consultant to OK/SHPO for approval.
 2. Subgrantee shall provide a copy of the fully-executed contract(s) with consultant(s) to OK/SHPO within seven (7) working days of execution.
 3. Submit Progress Report to OK/SHPO.

Report Due: October 10, 2016

Reporting Period: September 1-30, 2016

- Tasks:**
1. Consultant begins work on app/brochure.
 2. Submit Progress Report to OK/SHPO.

Report Due: November 10, 2016

Reporting Period: October 1-31, 2016

- Tasks:**
1. Consultant continues work on app/brochure.
 2. Submit Progress Report to OK/SHPO.

Report Due: December 10, 2016

Reporting Period: November 1-30, 2016

- Tasks:**
1. Consultant continues work on app/brochure.
 2. Submit Progress Report to OK/SHPO.

Report Due: January 10, 2017

Reporting Period: December 1-31, 2016

- Tasks:**
1. Subgrantee submits a complete list of all properties included and the complete phone app text and brochure via e-mail in Microsoft Word format for a fifteen (15) day review.
 2. Submit Progress Report to OK/SHPO.

Report Due: February 10, 2017

Reporting Period: January 1-31, 2017

- Tasks:**
1. Subgrantee makes any changes to the app/brochures per OK/SHPO comments and continues work on app/brochure.
 2. Submit Progress Report to OK/SHPO.

Report Due: March 10, 2017

Reporting Period: February 1-28, 2017

- Tasks:**
1. Subgrantee provides OK/SHPO with access to a draft of the tour app and sends a draft of the brochure for a fifteen (15) day review.
 2. Submit Progress Report to OK/SHPO.

Report Due: April 10, 2017

Reporting Period: March 1-31, 2017

- Tasks:**
1. Subgrantee makes any changes per OK/SHPO comments to the tour app and brochure and provides access to a final draft of each for a final fifteen (15) day review.
 2. Submit Progress Report to OK/SHPO.

Report Due: May 10, 2017

Reporting Period: April 1-30, 2017

- Tasks:**
1. Subgrantee provides OK/SHPO with email notification the virtual reality tour app has gone live and instructions on how to obtain it.
 2. Subgrantee prints brochure.
 3. Submit Progress Report to OK/SHPO.

Report Due: June 10, 2017

Reporting Period: May 1-31, 2017

- Tasks:**
1. Subgrantee submits ten (10) copies of the walking tour brochure to the OK/SHPO.
 2. Submit Progress Report to OK/SHPO.

Report Due: July 10, 2017

Reporting Period: June 1-30, 2017

- Tasks:**
1. Attend Preservation Conference in Oklahoma City.

The Final Project Report and Final Request for Reimbursement shall be submitted to the OK/SHPO by **July 31, 2017**, and shall be completed in accordance with the instructions in *Guidelines for Subgrantees*. The Annual Report shall be submitted no later than **September 1, 2017**, as specified in Section I. of this agreement.

V. PROJECT BUDGET

Category	Federal	Nonfederal	Total
Personnel	\$0	\$2,500	\$2,500
Consultant	\$12,000	\$0	\$12,000
Printing	\$0	\$2,000	\$2,000
Other *	\$0	\$3,500	\$3,500
Total	\$12,000	\$8,000	\$20,000

VI. NON FEDERAL MATCHING SHARE

Donor: City of Guthrie	Donor: Logan County Health Dept.
Source: Econ. Development	Source: Healthy Comm. Initiative
Kind: Cash	Kind: Cash
Amount: \$3,500	Amount: \$500

Donor: City of Guthrie	Donor: Mercy Hosp of Logan County
Source: Tourism	Source: Marketing Fund
Kind: Cash	Kind: Cash
Amount: \$3,000	Amount: \$1,000

VII. SPECIAL CONDITION

In accordance with the Stevens Amendment (Public Law 101-517) any Request for Proposal initiated by the Subgrantee must comply with Title V, Section 511, which states:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the

total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

VIII. SPECIAL CONDITION

The Subgrantee shall obtain the OK/SHPO's written approval of its solicitation for consultant services before it is issued and of the selected consultant before the Subgrantee notifies the consultant of selection. Additionally, the Subgrantee must receive the OK/SHPO's written approval of the consultant contract before it is executed, and within seven (7) working days of its execution, the Subgrantee shall provide the OK/SHPO a copy of the fully executed document.

IX. SPECIAL CONDITION

The Subgrantee shall include in all press releases or other publicity about this subgrant activity, or any portion thereof, and its results and/or in any subsequent publications based on the results of this subgrant project a statement acknowledging the financial support and role of the State Historic Preservation Office and the National Park Service. The Subgrantee shall submit a copy of all press releases or other publicity and/or a copy of the acknowledgment statement planned for a subsequent publication to the OK/SHPO for approval prior to issuance of the press release or other publicity and/or typesetting of any subsequent publication.

X. SPECIAL CONDITION

The Subgrantee certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participation in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1313 and

includes but is not limited to the free Employment Verification Program (E-Verify) available at www.uscis.gov/e-verify.



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 21, 2016

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Consider approval of City-County Defense Agreement between the City of Guthrie and Logan County Board of Commissioners.

Summary

The proposed renewal agreement is entering into a Mutual Aid Agreement with the Logan County Commissioners to provide emergency management aid and assistance in cases of disaster too great to be dealt with unassisted. The proposed agreement is the same as Fiscal Year 2016.

Funding Expected Revenue X Expenditure N/A
Budgeted X Yes No N/A
Account Number 01-01-00-6371 Amount \$13,450 (includes telephone service)
Legal Review X N/A Required Completed Date: (same as last year)

Supporting documents attached

- City-County Civil Defense Agreement

Recommendation

Approve the City-County Defense Agreement between the City of Guthrie and Logan County Board of Commissioners.

Action Needed Public Hearing X Motion Emergency Clause

**CITY-COUNTY CIVIL DEFENSE
AGREEMENT**

This Agreement is entered into by and between the City of Guthrie, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Board of Commissioners of Logan County, Oklahoma, hereinafter referred to as the “County”.

WITNESSETH

WHEREAS, the City and the County desire to enter into a Mutual Aid Agreement pursuant to Title 63, Oklahoma Statutes 1991, Section 683.12, to provide for reciprocal Emergency Management aid and assistance in cases of disaster too great to be dealt with unassisted; and

WHEREAS, the City desires to use the services of the County Emergency Management Office for the purposes of providing Emergency Management assistance to the inhabitants of the City of Guthrie, Oklahoma; and

WHEREAS, the County desires to offer the services of its Emergency Management Office to the inhabitants of the City.

NOW, therefore, in consideration of the payment to be made by the City to the County, and the provision of certain equipment, by the City to the County, the mutual covenants and agreements of the parties hereto, and for other valuable consideration, it is mutually agreed by and between the City and the County as follows:

ARTICLE 1. - DURATION

The County agrees to provide Emergency Management services to the City for a period of one (1) year commencing July 1, 2016 and ending June 30, 2017 however, due to fiscal year constraints upon City government as set forth in the statutes and in the Guthrie City Charter, the City shall have the right to terminate this agreement on September 30, 2016, if it so desires, and in such event, the County shall be relieved of any and all responsibility thereafter, and shall be entitled a pro-rata share for services rendered.

ARTICLE II. - CONSIDERATION

The City, in addition to providing certain equipment to the County, as more fully described in Exhibit “A” attached hereto, agrees to pay the aggregate sum of Thirteen Thousand Dollars (\$13,000.00) divided into four (4) equal quarterly installments to the County in return for the County’s agreement to provide quality Emergency Management services to the City.

ARTICLE III. - RESPONSIBILITY OF THE CITY

The sole consideration from the City shall be the equipment and monies referred to herein as more fully described in Exhibit "A", attached hereto, in the performance of the Emergency Management services contemplated herein.

The City, in addition to the aforesaid consideration, agrees to continue to pay for basic monthly telephone service for Emergency Management use for one (1) telephone located at the Logan County Courthouse Annex, 312 East Harrison Street, Guthrie, Oklahoma, so that the Emergency Management telephone number (405) 282-0494, shall remain in effect during the term of this Agreement. In addition, the City agrees to furnish one (1) basic cable television drop for basic cable television service only to the County at the Logan County Courthouse Annex for Emergency Management use provided that Cox Communications continues to supply such basic cable television drop and basic television service to the City at no cost to the City. The City shall maintain insurance coverage on equipment that is described in Exhibit A which is owned by the City to be used for Civil Defense purposes.

The City, in order to discharge its obligation under Title 63, Oklahoma Statutes 1991, Section 683.11 to provide for a local organization for Emergency Management in accordance with the State Emergency Management Plan and program, hereby confers on the County and the Logan County Emergency Management, the authority to carry out the City Emergency Management planning obligations and their responsibilities in accordance with said statute and this Agreement. The City agrees to pay to the County all State and Federal emergency management funds, if any, received by the City which are intended to be used for the Logan County Emergency Management.

The obligation of the City for the services contracted for in the Agreement shall not, under any circumstances, exceed the sum of Thirteen Thousand Dollars (\$13,000.00) plus the cost for basic monthly telephone service for Emergency Management use for the duration of this Agreement.

ARTICLE IV. - RESPONSIBILITY OF COUNTY

County agrees that its Office of the Emergency Management will employ accounting methods which conform to state and federal law and generally accepted accounting principles. County further agrees to make every reasonable effort to assure effective budget oversight and cost control over the Emergency Management budget.

County will submit a claim on a quarterly basis, based on City's fiscal year calendar, to the City for the cost of the services expended by the Emergency Management office during the quarter in which payment is claimed. The quarterly claim shall not exceed one-fourth (1/4) of the City's amount stated in Article II, above.

County will be solely responsible for the management of the Emergency Management Office including, but not limited to, office space, long distance telephone charges, personnel employment, payroll, worker's compensation insurance, FICA, unemployment, and any and all employee expenses.

County agrees that should it become necessary during the term of this Agreement to hire, dismiss, or discipline Emergency Management personnel, the City may authorize its representative to address the Logan County Board of County Commissioners to voice its input. County will be solely responsible for the selection, discipline, or termination of this County employee.

County will be solely responsible for the procurement, operation and maintenance of any and all equipment in the performance of the services contemplated herein other than owned by the City and described in Exhibit "A" attached hereto.

Emergency Management as described herein is a system that provides protection of life and property in the event of an emergency or disaster. It includes programs, capabilities, and organized response to mitigate, plan and prepare for, respond to and recover from the effect of an emergency or disaster.

Emergency Management coordinates and directs the planning, organization, control, and implementation of local emergency management activities. Such activities may include but shall not be limited to the development of a severe storm spotters network, designed to provide advanced/early warning of impending severe weather threats to the community; coordination with community officials and with the Oklahoma Department of Civil Defense Emergency Management as necessary to insure the effective administration of the emergency management program; management, operation and maintenance of the emergency operations center; establishment and maintenance of agency policies and communications procedures for all jurisdictional employees and volunteers; coordination, development, and implementation of the Emergency Operations Plan for this jurisdiction; update of the EOP that pertains to Hazardous Materials Incidents; preparation and distribution of disaster preparedness material to the citizens of this jurisdiction, with the intent of offering an appropriate means of educating the community as to how they may prepare for and protect themselves from the consequences of such potentially dangerous disasters; coordination of the development and implementation of a disaster preparedness and training program for jurisdictional employees and volunteers, specifically for the purpose of educating each, of their responsibilities during emergency and/or disaster operations; coordination of the actions and use of jurisdictional assets during exercises and actual occurrences.

Further, County agrees to abide by the state plan that sets forth the organizations, administration and functions for the Emergency Resources Management Plan, as defined by Title 63, Oklahoma Statutes 191, Section 683.3.

Entered into this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, OKLAHOMA

Marvin Goodman

Michael Pearson

Monty Piearcy

ATTEST: (Seal)

County Clerk

CITY OF GUTHRIE, OKLAHOMA
A Municipal Corporation

Steven J. Gentling, Mayor

ATTEST: (Seal)

City Clerk

Approved as to form this _____ day of _____, 2016.

City Attorney

Approved as to form this _____ day of _____, 2016.

District Attorney

EXHIBIT "A"

Equipment owned by the City of Guthrie to be used for Civil Defense purposes.

- 2 book shelves
- 1 metal desk (gray)
- 1 XTL2500 Dash Mount Mobile Radio with Smartzone, P25, 3 DB Gain Antenna
- 1 XTS2500 Model II W/25 Portables
- 1 Single Unit Impres Desk Charger
- 2 XLT2500 Control Station with Smartzone, P25, Control Station Power Supply, Desk Microphone
- 1 Antenna Network PD EOC Room
- 1 Antenna Network
- 1 Motorola Mobile Radio (SN# 514CMZ1934)



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

June 21, 2016

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Consider approval of Budget Amendment No. 8 increasing the budget for the Fire Fund, Grant Fund, and Hotel/Motel Fund.

Summary

Budget Amendment No. 8 addresses unbudgeted revenue and expenditures:

1. Fire Fund: Increasing Fire Miscellaneous in the amount of \$2,500 for funds received from the Oklahoma High School Rodeo Association for EMS stand-by services and increasing EMS Overtime to cover salaries paid.
2. Grant Fund: Creating a line item for a grant awarded to the City of Guthrie in the amount of \$12,000 from the Oklahoma Historical Society; increase budgeted fund balance for \$8,000 as the City's match; and creating an expenditure line item for \$20,000 to be used for community promotions.
3. Hotel/Motel Fund: Creating a line item for a \$5,000 donation received from John Vance Motors as a sponsor to Red Brick Nights and increasing the special events line item for purchases made for the same.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>See Attached</u>	Amount	<u>See Budget Revision Report</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> 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: June 21, 2016

- 1. Transfer of Appropriations
- 2. Supplemental Appropriations --X--
- 3. Appropriation Decrease
- 4. Revenue Increase

Amendment No. 8

Funds Effected:

Fire Fund - \$2,500

Grant Fund – \$20,000

Hotel/Motel Fund - \$5,000

Comments:

Budget Amendment No. 8 addresses unbudgeted revenue and expenditures:

- 1. Fire Fund: Increasing Fire Miscellaneous in the amount of \$2,500 for funds received from the Oklahoma High School Rodeo Association for EMS stand-by services and increasing EMS Overtime to cover salaries paid.
- 2. Grant Fund: Creating a line item for a grant awarded to the City of Guthrie in the amount of \$12,000 from the Oklahoma Historical Society; increase budgeted fund balance for \$8,000 as the City’s match; and creating an expenditure line item for \$20,000 to be used for community promotions.
- 3. Hotel/Motel Fund: Creating a line item for a \$5,000 donation received from John Vance Motors as a sponsor to Red Brick Nights and increasing the special events line item for purchases made for the same.

APPROVAL

Date: _____

Purchasing Agent: _____ City Manager: _____

Council Approval Needed? Yes Date Posted: _____

If yes, date approved: 6-21-16 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

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Public <input checked="" type="checkbox"/> Other: <u>Hearing</u>	Date of Meeting June 21, 2016	Contact Cody Mosley, Community & Economic Development Director
---	---	--

Agenda Item

Public hearing, discussion and possible action on a request to issue a special use permit for development of multi-family housing at 301 W. Harrison Ave.

Summary

The applicant filed an application for the Planning Commission to approve a special use permit to be issued for property located at 301 W. Harrison Ave. that would allow for development of more than twelve multi-family housing units within the Central Business District (CBD). Ordinance No. 3279 was passed on 02-02-2016 mandating any party constructing more than twelve multifamily housing units within the CBD receive approval of a special use permit from the Guthrie City Council. Ordinance No. 3279 under Section 1, Paragraph A reads: "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 majority of the Guthrie City Council."

The Guthrie Planning Commission met on June 9, 2016 to hear the application for a special use permit to be issued for property located at 301 W. Harrison Ave. to allow for construction of more than twelve multifamily units within the CBD. The Planning Commission voted unanimously (3-0) to recommend not approving this special use permit.

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

Supporting documents attached

- Bywater Development Group Application for Special Use Permit
- Ordinance No. 3279
- Applicant letter requesting item be tabled indefinitely

Recommendation

None

Action Needed Public Hearing Motion Emergency Clause



**APPLICATION
PLANNING COMMISSION REVIEW**

Bywater Development Group, LLC

Applicant Name

1710 Fenpark, Suite #4

Address

St. Louis, MO 63026

City, State, Zip

(314) 304-2440

Home Phone

Cell Phone

Business Phone

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

Rezone _____

Amend Zoning Ordinance 2422 _____

Vacate or Close Public Easement _____

Review Preliminary Plat _____

Review Final Plat _____

Other _____

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

Applying for a Special Use Permit to allow more than 12 families to reside in a building/unit situated in the historic central business district of the City of Guthrie, Oklahoma.

Legal Description:

Lots 1, 2, 3, 4, 5, 6, 24, 25 and 26, Block 60, Guthrie Proper, Logan County, Oklahoma

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

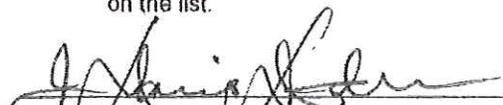
Street Address: 301 West Harrison Ave., Guthrie, OK 73044

Describe the proposed use of the property:

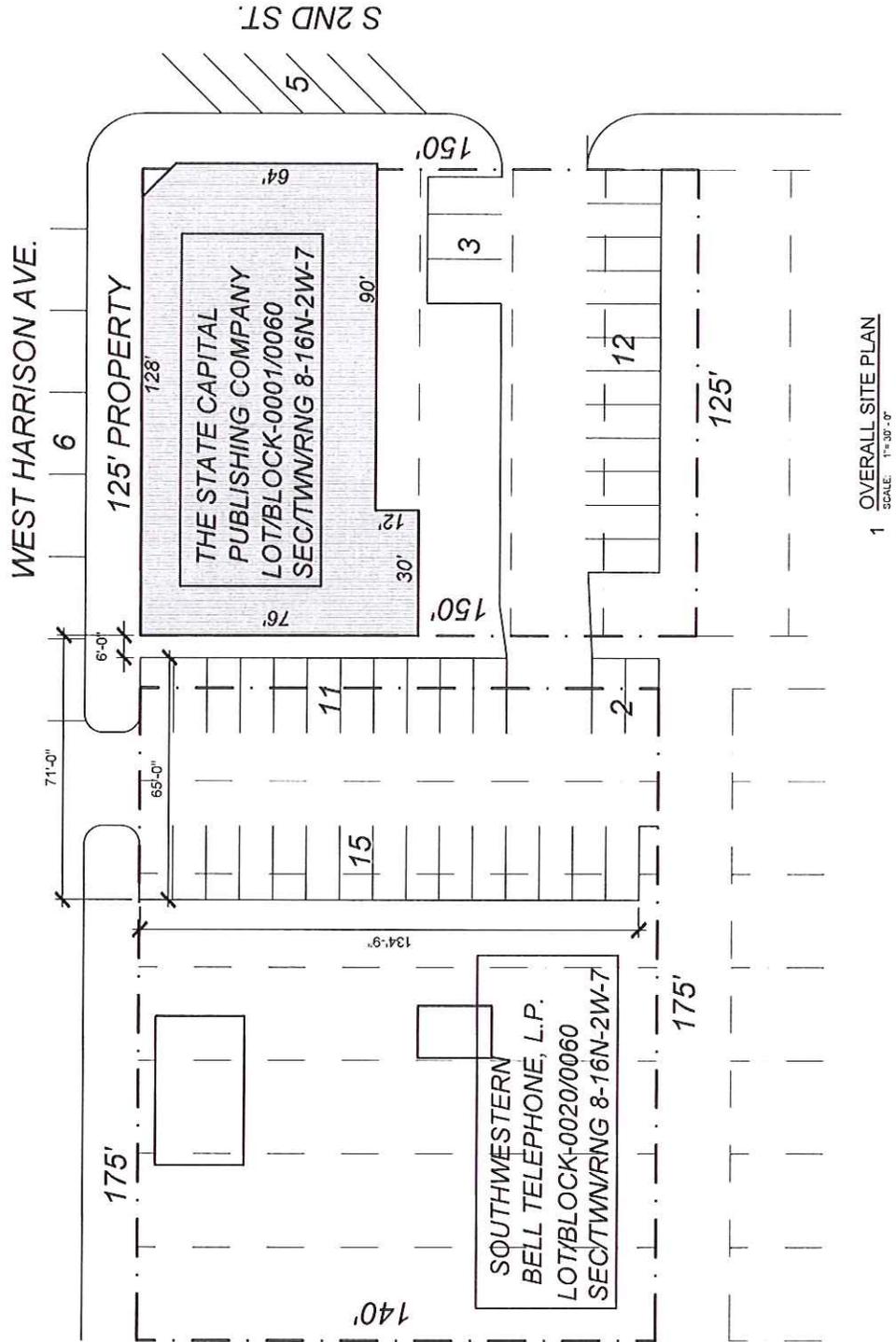
See Attached Letter from J. David Dodson and Aaron Burnett of Bywater Development Group, LLC outlining their proposed use of the State Capital Publishing Company Building (Attachment "A").

Required Attachments:

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


 J. David Dodson, Manager
 Bywater Development Group, LLC
 1710 Fenpark, Suite #4
 St. Louis, MO 63026

04/27/2016
 Date



1 OVERALL SITE PLAN
SCALE: 1"=30'-0"

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 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.



Steve J. Gentling

 MAYOR

[Signature]

 CITY CLERK

APPROVED LEGAL AS TO FORM THIS 2nd DAY OF February, 2016

[Signature]

 CITY ATTORNEY

MUELLER, WHEELER & ASSOCIATES, PLLC

ATTORNEYS AND COUNSELORS AT LAW

Sheri L. Mueller • William W. Wheeler, Jr
106 S. Division St., P.O. Box 1201, Guthrie, OK 73044
Telephone: (405) 282-7677 • Facsimile: (405) 708-5356

June 14th, 2016

Mr. Cody Mosley
Director of Community and Economic Development
City of Guthrie
101 N. 2nd
Guthrie, OK 73044

Ms. Kim Biggs
City Clerk
City of Guthrie
101 N. 2nd
Guthrie, OK 73044

RE: Special Use Permit and Resolution for Bywater Development, LLC

Dear Mr. Mosley and Ms. Biggs:

I am writing this letter as a formal request to table the Special Use Permit and Resolution for Bywater Development, LLC until further notice. The items were set to be heard on the June 21, 2016 City of Guthrie Council's agenda.

Please let me know what you need from me to ensure the items are tabled.

Sincerely,

/s/

Sheri L. Mueller

Cc: clients



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
June 21, 2016

Contact
Cody Mosley,
Community & Economic
Development Director

Agenda Item

Discussion and possible action on Mayor’s nomination(s) to the Historic Preservation Commission (Lynn Bilodeau).

Summary

The Historic Preservation Commission currently has one opening and three applications for consideration.

Ordinance No. 3075, Article 11, Section 5(2) requires the Guthrie Historic Preservation Commission to consist of seven (7) appointed members. This ordinance requires membership to consist of: two members of the Logan County Historical Society, one member of the Guthrie Planning Commission, two persons having special knowledge in the field of historic preservation and two persons who own property that is designated as a landmark or a landmark site, or located within the historic district. The ordinance states that when possible, the members shall include persons with training or experience in a preservation-related profession. Members shall be appointed by the Mayor, and confirmed by the City Council.

The position currently available is for one (1) property owner.

This opening is a three-year term that begins immediately and expires March 31, 2019.

Funding Expected	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	<input type="text"/>		
	Amount	<input type="text"/>	

Supporting documents attached

- Application of Mr. Lynn Bilodeau

Recommendation

Confirm Mayor’s nomination(s) to the Historic Preservation Commission.

Action Needed Public Hearing Motion Emergency Clause

City of Guthrie
Application for Boards and Commissions



Please print legibly.

Name Lynn Bilodeau Day Phone 405 232-
 Address S. 2nd Guthrie 73044 Evening Phone 405 826-
 Occupation Attorney Education 4 yrs college
3 years post graduate
 How long have you lived in Guthrie? 1 Years 6 Months

Please answer the following questions and attach a resume, if desired.

- Which board or commission interests you? Historic Preservation Comm
- Why are you interested in serving on this board/commission? 1. I love history 2. I majored in History in college 3. I want to see the history of Guthrie preserved.
- In what civic activities have you been involved during the past 3 years? Preservation of 215 S 2nd, Collecting & preserving old foundation stones, Helping neighbors. Involved in discussion of Publishing Museum future.
- What skills and/or experience will you contribute? I handle many negotiations & have learned to be a uniting influence rather than a polarizing personality, helping people work together. I can assist with legal research. I have an "eye" for detail.
- List 3 non-relatives who have known you at least 3 years for references. especially architectural detail.

Name	Address	Phone Number
<u>Nick Massey</u>	<u>Kelley Pt Hwy Edm. 73013</u>	<u>405 341-</u>
<u>David Jacobson</u>	<u>E. 2nd & Edmond 73034</u>	<u>405 341-</u>
<u>James Von Thael</u>	<u>Shoreline Dr. OKC 73132</u>	<u>405 615-</u>

I understand this is a volunteer position appointed by the Mayor and confirmed by Council. I recognize that a limited number of positions are available at a given time and that application in itself does not guarantee appointment. I understand all volunteer boards meet on a regular basis and will follow rules set forth in the appropriate governing ordinance or resolution. In the event I cannot effectively serve my term, I will tender my resignation in writing to the Mayor.

Lynn Bilodeau
Signature

6-10-16
Date



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

June 21, 2016

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Discussion and possible action of canceling the Tuesday, July 5, 2016 City Council and Guthrie Public Works Authority Meetings, due to the 4th of July holiday.

Summary

The Guthrie City Charter, Section 2-14 states the City Council shall hold their regular meetings on the first and third Tuesday of each month. Oklahoma Statutes Title 25, Section 311(A)(8), Open Meeting Act, states if any change is made of the date, time or place of regularly scheduled meetings of public bodies, then notice in writing shall be given to the municipal clerk, no less than ten days prior to the implementation of any such change. The City Council has cancelled meetings in the past due to other holidays and the 89er Celebration.

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

- None

Recommendation

Council/Trustees discretion.

Action Needed Public Hearing X Motion Emergency Clause

City of Guthrie
A/P Claims List
 from 6/2/2016 to 6/2/2016

Invoice #	Vendor	Description	Account	Cost
2035905	Kimberly Harris	Refund for Mineral Wells Park Rental	01-00-00-5446	\$50.00
JUNE2016	O.M.A.G (21303)	GENERAL COVERAGE	01-01-00-6326	\$3,742.94
JUNE2016	O.M.A.G (21302)	GENERAL Workers' Comp	01-01-00-6326	\$13,723.44
JUNE2016	O.M.A.G (425)	LIABILTIY PROTECTION PLAN	01-01-00-6326	\$4,172.79
21718	HBC CPA & ADVISORS	Annual Auditing Serices	01-01-00-6330	\$4,900.00
1030	NORPS, LLC	IT SUPPORT AGREEMENT	01-01-00-6373	\$3,556.79
2035906	DEWART- GUMERSON	Treasurer Bond Annual Renewal	01-03-30-6331	\$750.00
114	CHRIS EDWARDS (23118)	Pre-employment polygraph exams	01-07-70-6030	\$600.00
JUNE2016	LOGAN COMMUNITY SERVICES,	Logan County Referral Program for 1 year	01-07-70-6345	\$125.00
JUNE2016	STEVE'S MUFFLER (379)	Exhaust Parts and Repairs	01-14-41-6116	\$225.00
JUNE2016	RURAL WATER DISTRICT	Monthly Water Service	01-15-11-6112	\$69.40
		Total GENERAL FUND		\$31,915.36
JUNE2016	SUNTRUST EQUIPMENT	L-P 2013 DODGE AMBULANCE	09-09-92-6709	\$49,719.16
		Total FIRE/EMS FUND		\$49,719.16
1029	NORPS, LLC	Cisco 50 Gigabit Smart Switch w/ 24 ports	20-21-00-6311	\$738.94
JUNE2016	O.M.A.G (21303)	GPWA COVERAGE	20-21-00-6326	\$3,742.94
JUNE2016	O.M.A.G (21302)	GPWA Workers' Comp	20-21-00-6326	\$13,723.44
JUNE2016	O.M.A.G (425)	LIABILTIY PROTECTION PLAN	20-21-00-6326	\$4,172.79
104636	SOUTHWEST CHEMICAL (20977)	Blanket PO for Bleach	20-23-00-6104	\$1,549.00
		Total GPWA OPERATING FUND		\$23,927.11
2035909	Gabriel Knight Hancock	Red Brick Nights Performance	45-45-00-6342	\$300.00
047	Joshua Kyle Reid	Red Brick Night Performance	45-45-00-6342	\$600.00
		Total HOTEL/MOTEL TAX FUND		\$900.00
JUNE2016	OKLA WATER RESOURCES/	CMOM Projects Loan (ORF 100008CW)	55-55-00-6714	\$14,535.56
		Total CMOM Fee		\$14,535.56
02-021732-018	UTILITY DEPOSIT REFUND		71-00-00-5555	\$20.53
02-022190-012	UTILITY DEPOSIT REFUND		71-00-00-5555	\$56.67
08-083271-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$119.50
10-103180-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$24.08
12-121490-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$5.83
12-121920-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$20.51
12-123881-005	UTILITY DEPOSIT REFUND		71-00-00-5555	\$24.18
16-163251-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$32.89
99-990440-005	UTILITY DEPOSIT REFUND		71-00-00-5555	\$40.09
		Total UTILITY DEPOSIT FUND		\$344.28
2035898	OKLAHOMA CORPORATION	Fuel Farm Storage Tanks Registration Fee	98-98-00-6112	\$75.00
JUNE2016	O.M.A.G (21303)	AIRPORT COVERAGE	98-98-00-6329	\$326.69
JUNE2016	O.M.A.G (21302)	AIRPORT Workers' Comp	98-98-00-6329	\$488.87
JUNE2016	O.M.A.G (425)	LIABILTIY PROTECTION PLAN	98-98-00-6329	\$75.00
		Total AIRPORT FUND		\$965.56
		Total All Funds		\$122,307.03

A/P Claims List

from 6/9/2016 to 6/9/2016

Invoice #	Vendor	Description	Account	Cost
JUNE2016	C.L.E.E.T. (125)	Municipal Collection for CLEET	01-00-00-2012	\$776.04
JUNE2016	O.S.B.I. (820)	Collection - AFIS and Forensic Fees	01-00-00-2012	\$850.96
JUNE2016	OKLAHOMA UNIFORM BLDG CO	STATE BUILDING FEES	01-00-00-2013	\$148.00
NP47639058	FLEETCOR TECHNOLOGIES (219	GUTHRIE HOUSING AUTHORITY	01-01-00-6118	\$56.28
JUNE2016	OG&E 405	GENERAL ELECTRIC	01-01-00-6305	\$5,940.79
JUNE2016	OG&E 405	STREET LIGHTING	01-01-00-6306	\$10,190.71
JUNE2016	OKLAHOMA NATURAL GAS COM	MONTHLY BILLING FOR GENERAL	01-01-00-6307	\$1,014.35
9804	CRAWFORD & ASSOCIATES,P.C.	ACCOUNTING & CONSULTING SERVICES	01-01-00-6330	\$210.00
NP47639058	FLEETCOR TECHNOLOGIES (219	BUILDING SERVICES	01-02-25-6118	\$109.22
NP47639058	FLEETCOR TECHNOLOGIES (219	CONSTRUCTION	01-05-50-6118	\$44.24
NP47639058	FLEETCOR TECHNOLOGIES (219	POLICE ADMINISTRATION	01-07-70-6118	\$3,149.25
JUNE2016 PD	SHINEY BAYS CAR WASH (225	POLICE DEPT CAR WASH	01-07-70-6316	\$249.00
NP47639058	FLEETCOR TECHNOLOGIES (219	CODE ENFORCEMENT	01-07-74-6118	\$78.78
NP47639058	FLEETCOR TECHNOLOGIES (219	STREET DEPT	01-12-00-6118	\$1,057.93
NP47639058	FLEETCOR TECHNOLOGIES (219	FLEET DEPT	01-14-00-6118	\$102.85
JUNE2016 GPW	SHINEY BAYS CAR WASH (225	GPWA CAR WASH	01-14-41-6116	\$223.70
NP47639058	FLEETCOR TECHNOLOGIES (219	PARKS DEPT	01-15-11-6118	\$2,007.32
Total GENERAL FUND				\$26,209.42
2035911	CIGNA HEALTHCARE (23253)	Refund of overpayment on EMS bill for Crysta	09-00-00-5435	\$365.46
2035912	LARRY MCKAY (23254)	Refund due to overpayment on EMS bill for L	09-00-00-5435	\$86.22
2035914	MARION HEFLIN (23256)	Refund due to overpayment on EMS bill for Ti	09-00-00-5435	\$20.00
2035913	VALERIE BOYSTER (23255)	Refund due to overpayment of EMS bill for D	09-00-00-5435	\$900.00
NP47639058	FLEETCOR TECHNOLOGIES (219	FIRE SUPPRESSION	09-09-90-6118	\$433.25
JUNE2016 FD	SHINEY BAYS CAR WASH (225	Car Washes	09-09-90-6316	\$23.00
2035910	GUTHRIE TAG AGENCY(243)	Renewal of Boat and Motor Registration for 2	09-09-90-6317	\$63.00
NP47639058	FLEETCOR TECHNOLOGIES (219	EMS	09-09-92-6118	\$1,804.40
NP47639058	FLEETCOR TECHNOLOGIES (219	FIRE ADMINISTRATION	09-09-96-6118	\$366.28
Total FIRE/EMS FUND				\$4,061.61
JUNE2016	OG&E 405	GPWA ELECTRIC	20-21-00-6305	\$8,108.75
JUNE2016	OKLAHOMA NATURAL GAS COM	MONTHLY BILLING FOR GPWA	20-21-00-6307	\$599.27
JUNE2016	DHH DISPOSAL 22381	DHH Trash Service per agreement	20-21-00-6348	\$192.50
PAY APP 2	DOWNEY CONTRACTING, LLC (2	Sewerline Relocation ODOT Project	20-21-00-6518	\$215,606.99
NP47639058	FLEETCOR TECHNOLOGIES (219	WTP DEPT	20-23-00-6118	\$241.36
NP47639058	FLEETCOR TECHNOLOGIES (219	WWTP DEPT	20-24-00-6118	\$50.86
008112	NORTHERN POWER SYSTEMS 2	Repair Wind Turbine	20-24-00-6317	\$1,696.11
NP47639058	FLEETCOR TECHNOLOGIES (219	CONVENIENCE CENTER	20-26-00-6118	\$266.31
NP47639058	FLEETCOR TECHNOLOGIES (219	LINE MAINTENANCE	20-27-00-6118	\$1,349.62
Total GPWA OPERATING FUND				\$228,111.77
2035915	REGINA BENNETT 23044	LTAIO Program- Presentation and Milage	30-30-06-6541	\$181.32
Total GRANTS FUND				\$181.32
2035919	Michael Oliviero	Performance at Red Brick Nights June 2016	45-45-00-6342	\$400.00
2035925	Y.M.C.A. OF GREATER OKLAHO	Funrishing for Teen Center	45-45-00-6545	\$13,800.00
Total HOTEL/MOTEL TAX FUND				\$14,200.00
5001099	OKLA WATER RESOURCES/ BA	Annual Fees OWRB Series 2008	50-50-00-6714	\$500.00
5001100	OKLA WATER RESOURCES/ BA	Annual Fees OWRB Series 2009	50-50-00-6714	\$500.00
5001101	OKLA WATER RESOURCES/ BA	Annual Fees OWRB Series 2010	50-50-00-6714	\$500.00
Total WATER TREATMENT PLANT FUND				\$1,500.00

City of Guthrie - (405) 282-0492

A/P Claims List

from 6/9/2016 to 6/9/2016

Invoice #	Vendor	Description	Account	Cost
02-023650-003 R	MISCELLANEOUS		71-00-00-5555	\$33.03
07-070450-006 R	MISCELLANEOUS		71-00-00-5555	\$94.21
		Total UTILITY DEPOSIT FUND		\$127.24
NP47639058	FLEETCOR TECHNOLOGIES (219	AIRPORT	98-98-00-6118	\$162.36
JUNE2016	OG&E 405	AIRPORT ELECTRIC	98-98-00-6305	\$862.32
		Total AIRPORT FUND		\$1,024.68
		Total All Funds		\$275,416.04

CITY OF GUTHRIE
MONTHLY TREASURER'S REPORT
 May 31, 2016

	BANK OR DEPOSITORY	ACCT. TYPE	RATE	DATE OF MATURITY	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	ENDING CASH BALANCE
General	InterBank	MM	0.15		\$125,738.29	\$29,292.06	\$100,000.00	\$55,030.35
	F & M Bank	MM	0.25		\$494,017.90	\$697,668.26	\$618,249.67	\$573,436.49
	Total: General Fund				\$619,756.19	\$726,960.32	\$718,249.67	\$628,466.84
Stabilization Fund	F & M Bank	MM	0.50		\$861,507.11	\$18,578.66	\$0.00	\$880,085.77
Cemetery Care	F & M Bank	MM	0.25		\$33,768.45	\$1,444.85	\$0.00	\$35,213.30
Hotel/Motel Tax	F & M Bank	MM	66.67%	Tourism	\$36,916.39	\$3,591.99	\$35,589.88	\$4,918.50
		MM	33.33%	Parks	\$67,710.93	\$1,795.73	\$45.00	\$69,461.66
		MM	5.00%	Admin Fee	\$25,619.51	\$283.57	\$0.00	\$25,903.08
	Total: Hotel/Motel Tax				\$130,246.83	\$5,671.29	\$35,634.88	\$100,283.24
Sinking Fund	InterBank	MM	0.00		\$455.05	\$0.00	\$0.00	\$455.05
GIDA	F & M Bank	MM	0.25		\$19,528.13	\$3.72	\$3,124.98	\$16,406.87
Airport Grant	InterBank	MM	0.00		\$45,257.66	\$0.00	\$0.00	\$45,257.66
Airport Fund	F & M Bank	MM	0.25		\$184,913.04	\$5,662.37	\$15,819.06	\$174,756.35
USDA Rural Devel.	InterBank	MM	0.15		\$65,773.59	\$11.13	\$0.00	\$65,784.72
Fire/EMS Fund	F & M Bank	MM	0.50		\$121,787.44	\$193,599.03	\$198,849.98	\$116,536.49
Capital Projects	F & M Bank	MM	0.25		\$228,140.26	\$62,465.82	\$68,868.04	\$221,738.04
Grants Fund	InterBank	MM	0.15		\$58,616.14	\$19,955.71	\$37,000.00	\$41,571.85
	F & M Bank	MM	0.25		\$145,191.20	\$41,255.95	\$5,657.43	\$180,789.72
	Total: Grants				\$203,807.34	\$61,211.66	\$42,657.43	\$222,361.57
Fed Equitable Sharing	InterBank	MM	0.25		\$1,598.01	\$0.07	\$0.00	\$1,598.08
GPWA	InterBank	MM	0.15		\$140,501.46	\$47,854.11	\$100,835.11	\$87,520.46
	F & M Bank	MM	0.50		\$492,625.77	\$522,531.84	\$673,064.56	\$342,093.05
	Bancfirst -Drafts	MM	0.05		\$174,883.65	\$69,056.19	\$100,388.38	\$143,551.46
	Total: GPWA Operating				\$808,010.88	\$639,442.14	\$874,288.05	\$573,164.97
Stabilization Fund	F & M Bank	MM	0.50		\$413,739.95	\$8,927.53	\$0.00	\$422,667.48
Meter Deposits	InterBank	SN	0.15		\$9,047.78	\$1.53	\$0.00	\$9,049.31
	F & M Bank	MM	0.50		\$387,421.94	\$10,226.74	\$12,642.26	\$385,006.42
	InterBank	CD	0.30	5/26/2016	\$99,000.00	\$0.00	\$0.00	\$99,000.00
	Total: Meter Deposits				\$495,469.72	\$10,228.27	\$12,642.26	\$493,055.73
WTP Fund	Bancfirst - WTP	MM	0.05		\$97,050.05	\$4.12	\$0.00	\$97,054.17
	F & M Bank	MM	0.50		\$112,663.24	\$86,182.44	\$174,110.16	\$24,735.52
	Total: Water Treatment Plant				\$209,713.29	\$86,186.56	\$174,110.16	\$121,789.69
CMOM Fund	F & M Bank	MM	0.50		\$226,251.85	\$23,271.59	\$28,538.16	\$220,985.28
	F & M Bank	MM	0.50		\$40,586.97	\$17.24	\$0.00	\$40,604.21
	Total: CMOM				\$266,838.82	\$23,288.83	\$28,538.16	\$261,589.49
OWRB-Coyle Project	F & M Bank	MM	0.25		\$0.00	\$0.00	\$0.00	\$0.00
Trusts								
OKC Waterline	Bank of Oklahoma	TR	0.01		\$1,456,646.95	\$1,412.45	\$0.00	\$1,458,059.40

GENERAL FUND

STATEMENT OF ESTIMATE - ACTUAL REVENUES

May-16

66.67%

Revenue Source	Annual Budget	YTD Estimate	Current Month Collected	YTD Actual	YTD Variance	Percent Variance	Percent Total Collected
Sales Tax Revenue	\$4,775,000	\$3,183,333.33	\$395,421	\$3,160,507	(\$22,826)	-0.72%	66.19%
Use Tax	\$185,000	\$123,333.33	\$19,438	\$191,859	\$68,525	55.56%	103.71%
Cigarette Tax Revenue	\$56,000	\$37,333.33	\$4,681	\$36,949	(\$384)	-1.03%	65.98%
Franchise Taxes	\$530,000	\$353,333.33	\$59,766	\$315,784	(\$37,549)	-10.63%	59.58%
Licenses & Permits	\$137,180	\$91,453.33	\$6,717	\$101,847	\$10,394	11.37%	74.24%
Com. Vehicle Tax	\$82,000	\$54,666.67	\$6,498	\$52,757	(\$1,909)	-3.49%	64.34%
Gas Excise Tax	\$30,000	\$20,000.00	\$1,988	\$14,635	(\$5,365)	-26.83%	48.78%
Alcoholic Beverage Tax	\$95,000	\$63,333.33	\$8,108	\$63,880	\$547	0.86%	67.24%
Rents & Royalties	\$27,500	\$18,333.33	\$2,111	\$23,208	\$4,875	26.59%	84.39%
Cemetery Revenue	\$70,000	\$46,666.67	\$10,481	\$84,131	\$37,465	80.28%	120.19%
Court Fines/Forfeiture	\$275,500	\$183,666.67	\$20,795	\$255,168	\$71,501	38.93%	92.62%
Interest	\$2,200	\$1,466.67	\$234	\$1,973	\$506	34.51%	89.68%
Library Fines & Fees	\$15,000	\$10,000.00	\$1,298	\$8,279	(\$1,721)	-17.21%	55.19%
Lake Fees/Permits/Store	\$52,500	\$35,000.00	\$5,146	\$14,771	(\$20,229)	-57.80%	28.14%
School Resource Officer	\$64,000	\$42,666.67	\$0	\$64,000	\$21,333	50.00%	100.00%
Reimb Rev/Misc. Income	\$151,808	\$101,205.33	\$12,512	\$52,967	(\$48,239)	-47.66%	34.89%
Planning/Bd of Adjustments	\$3,000	\$2,000.00	\$255	\$2,980	\$980	48.98%	99.32%
Oil/Gas Inspect/Leases	\$19,500	\$13,000.00	\$0	\$3,500	(\$9,500)	-73.08%	17.95%
Sale of Property	\$20,000	\$13,333.33	\$0	\$0	(\$13,333)	0.00%	0.00%
Weed Abatement	\$15,000	\$10,000.00	\$740	\$5,219	(\$4,781)	-47.81%	34.79%
Subtotal	\$6,606,188	\$4,404,125	\$556,190	\$4,454,414	\$50,289	1.14%	67.43%
Transfer from GPWA	\$1,941,667	\$1,294,444.67	\$160,974	\$1,257,514	(\$36,931)	-2.85%	64.76%
Transfer from Hotel/Motel	\$20,560	\$13,706.67	\$20,560	\$20,560	\$6,853	50.00%	100.00%
Budgeted Fund Balance	\$220,000	\$146,666.67	\$0	\$215,333	\$68,666	0.00%	0.00%
TOTALS	\$8,788,415	\$5,858,943	\$737,724	\$5,947,821	\$88,878	1.52%	67.68%

GENERAL FUND

DEPARTMENT EXPENDITURE SUMMARY

May-16

66.67%

Department	Annual Budget	YTD Estimate	Current Month Expend	% of Budget	YTD Expend	% of Budget	Remaining Budget
General Government	\$976,491	\$650,994.00	\$54,930	5.63%	\$584,429	59.85%	\$392,062
Administration	\$514,412	\$342,941.33	\$38,930	7.57%	\$345,272	67.12%	\$169,140
Finance	\$134,712	\$89,808.00	\$10,030	7.45%	\$92,054	68.33%	\$42,658
Planning	\$247,259	\$164,839.33	\$18,450	7.46%	\$155,938	63.07%	\$91,321
Library	\$229,754	\$153,169.33	\$14,661	6.38%	\$150,041	65.31%	\$79,713
Police	\$2,166,527	\$1,444,351.33	\$196,578	9.07%	\$1,669,608	77.06%	\$496,919
Street	\$606,988	\$404,658.67	\$39,398	6.49%	\$342,485	56.42%	\$264,503
Vehicle Maintenance	\$158,243	\$105,495.33	\$11,364	7.18%	\$104,575	66.09%	\$53,668
Parks & Public Grounds	\$463,827	\$309,218.00	\$50,279	10.84%	\$340,523	73.42%	\$123,304
Transfer to GPWA Fund	\$1,591,667	\$1,061,111.33	\$131,807	8.28%	\$1,024,180	64.35%	\$567,487
Transfer to Grants Fund	\$50,620	\$33,746.67	\$4,218	8.33%	\$33,747	66.67%	\$16,873
Transfer to Fire/EMS Fund	\$1,177,995	\$785,330.00	\$98,070	8.33%	\$791,234	67.17%	\$386,761
Transfer to Capital Project	\$187,411	\$124,940.67	\$16,865	9.00%	\$125,394	66.91%	\$62,017
Transfer to Airport Fund	\$64,001	\$42,667.33	\$5,333	8.33%	\$42,667	66.67%	\$21,334
Transfer to Stabilization Fund	\$218,508	\$145,672.00	\$18,209	8.33%	\$145,672	66.67%	\$72,836
TOTALS	\$8,788,415	\$5,858,943	\$709,123	8.07%	\$5,947,821	67.68%	\$2,840,594

GUTHRIE PUBLIC WORKS AUTHORITY

STATEMENT OF ESTIMATE - ACTUAL REVENUES

May-16

66.67%

Revenue Source	Annual Budget	YTD Estimate	Current Month Collected	YTD Actual	YTD Variance	Percent Variance	Percent Total Collected
Water	\$2,624,075	\$1,656,316.14	\$218,988	\$1,728,816	\$72,500	4.38%	65.88%
Sewer	\$800,000	\$533,333.33	\$65,528	\$558,975	\$25,642	4.81%	69.87%
Sanitation	\$1,190,000	\$793,333.33	\$101,323	\$807,150	\$13,817	1.74%	67.83%
Convenience Center	\$55,000	\$36,666.67	\$8,738	\$49,158	\$12,491	34.07%	89.38%
Inter-Governmental ODOT	\$938,959	\$625,972.67	\$0	\$0	(\$625,973)	-100.00%	0.00%
Interest	\$1,750	\$1,166.67	\$200	\$1,624	\$457	39.21%	92.81%
Rents & Royalties	\$10,000	\$6,666.67	\$250	\$2,908	(\$3,759)	-56.38%	29.08%
Transfer-Other Funds	\$1,593,567	\$1,062,378.00	\$132,132	\$1,025,293	(\$37,085)	-3.49%	64.34%
Miscellaneous	\$136,281	\$90,854.00	\$16,652	\$119,578	\$28,724	31.62%	87.74%
Late Charges	\$48,000	\$32,000.00	\$3,990	\$32,640	\$640	2.00%	68.00%
Extension Charges	\$4,500	\$3,000.00	\$545	\$3,310	\$310	10.33%	73.56%
Service Initiation	\$20,000	\$13,333.33	\$2,325	\$19,875	\$6,542	49.06%	99.38%
Sale of Station/Park Barn	\$21,000	\$14,000.00	\$0	\$12,250	(\$1,750)	-12.50%	58.33%
Subtotal	\$7,443,132	\$4,869,021	\$550,671	\$4,361,577	(\$507,444)	-10.42%	58.60%
Budgeted Fund Balance	\$216,009	\$144,006.00	\$240,169	\$233,064	\$89,058	0.00%	0.00%
TOTALS	\$7,659,141	\$5,013,027	\$790,840	\$4,594,641	(\$418,386)	-8.35%	59.99%

GUTHRIE PUBLIC WORKS DEPARTMENT

DEPARTMENT EXPENDITURE SUMMARY

May-16 66.67%

Department	Annual Budget	YTD Estimate	Current Month Expend	% of Budget	YTD Expend	% of Budget	Remaining Budget
General Government	\$1,652,124	\$1,101,416.00	\$291,226	17.63%	\$642,580	38.89%	\$1,009,544
Administration	\$288,274	\$192,182.67	\$24,149	8.38%	\$207,134	71.85%	\$81,139
Water Plant	\$678,602	\$452,401.33	\$61,785	9.10%	\$382,106	56.31%	\$296,496
Wastewater Plant	\$310,467	\$206,978.00	\$27,377	8.82%	\$230,088	74.11%	\$80,378
Convenience Center	\$110,835	\$73,890.00	\$14,623	13.19%	\$84,089	75.87%	\$26,745
Line Maintenance	\$587,847	\$391,898.00	\$34,795	5.92%	\$405,982	69.06%	\$181,864
Sanitation Contract	\$880,000	\$586,666.67	\$75,302	8.56%	\$590,766	67.13%	\$289,234
Swimming Pool	\$18,500	\$12,333.33	\$0	0.00%	\$0	0.00%	\$18,500
Transfer-General Fund	\$1,591,667	\$1,061,111.33	\$131,807	8.28%	\$1,024,180	64.35%	\$567,486
Transfer-General Fund	\$350,000	\$233,333.33	\$29,167	8.33%	\$233,333	66.67%	\$116,666
Transfer-Capital Project	\$340,965	\$227,310.00	\$29,789	8.74%	\$227,810	66.81%	\$113,154
Transfer-WTP Fund	\$744,860	\$496,573.33	\$62,072	8.33%	\$496,573	66.67%	\$248,286
Transfer-Stabilization	\$105,000	\$70,000.00	\$8,750	8.33%	\$70,000	66.67%	\$34,999
TOTALS	\$7,659,141	\$5,106,094	\$790,840	10.33%	\$4,594,641	59.99%	\$3,064,492

FY 2015-2016

FIRE/EMS FUND

STATEMENT OF ESTIMATE - ACTUAL REVENUES & EXPENDITURES

REVENUE SUMMARY

May-16 **66.67%**

Revenue Source	Annual Budget	YTD Estimate	Current Month Collected	YTD Actual	YTD Variance	Percent Variance	Percent Total Collected
FEMA Reimbursable	\$63,625	\$42,417	\$0	\$63,625	\$21,208	50.00%	
Interest Income	\$300	\$200	\$64	\$227	\$27	13.46%	0.00%
Miscellaneous Income	\$5,360	\$3,573	\$2,600	\$7,837	\$4,263	119.31%	146.21%
Ambulance Fees	\$660,000	\$440,000	\$56,613	\$487,374	\$47,374	10.77%	73.84%
EMS Contract	\$345,000	\$230,000	\$29,201	\$233,606	\$3,606	1.57%	67.71%
EMS - Ambulance	\$114,375	\$76,250	\$0	\$95,806	\$19,556	25.65%	83.76%
Fire Run Charges	\$2,500	\$1,667	\$250	\$450	(\$1,217)	-73.00%	18.00%
Fire Subscriptions	\$10,000	\$6,667	\$61	\$11,829	\$5,163	77.44%	118.29%
BB&T Loan Proceeds	\$175,725	\$117,150	\$0	\$175,725	\$58,575	50.00%	100.00%
Subtotal	\$1,376,885	\$917,924	\$88,789	\$1,076,480	\$158,556	17.27%	78.18%
Transfer from General Fund	\$1,177,515	\$785,010.00	\$98,070	\$791,234	\$6,224	0.79%	67.20%
Budgeted Fund Balance	\$0	\$0.00	\$0	\$0	\$0	0.00%	0.00%
TOTALS	\$2,554,400	\$1,702,934	\$186,859	\$1,867,714	\$164,780	9.68%	73.12%

EXPENDITURE SUMMARY

Department	Annual Budget	YTD Estimate	Current Month Expend	% of Budget	YTD Expend	% of Budget	Remaining Budget
Fire Suppression	\$937,388	\$624,925.51	\$71,019	7.58%	\$677,761	72.30%	\$259,627
Emergency Medical (EMS)	\$1,516,061	\$1,010,707.33	\$102,840	6.78%	\$1,103,154	72.76%	\$412,907
Fire Prevention	\$100,951	\$67,300.67	\$8,341	8.26%	\$72,167	71.49%	\$28,784
TOTALS	\$2,554,400	\$1,702,934	\$182,200	7.13%	\$1,853,082	72.54%	\$701,318

AIRPORT FUND

STATEMENT OF ESTIMATE - ACTUAL REVENUES & EXPENDITURES

REVENUE SUMMARY

May-16

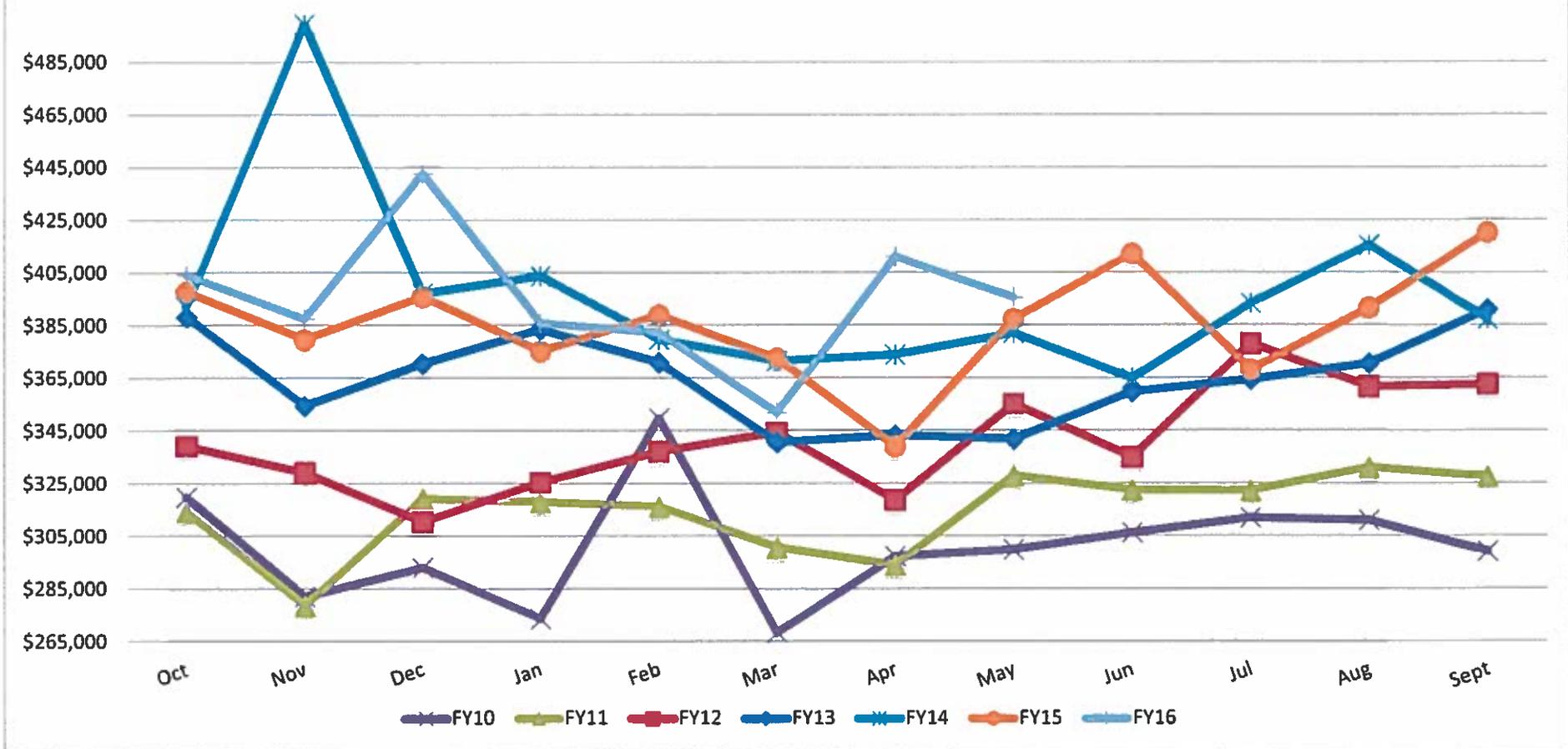
66.67%

Revenue Source	Annual Budget	YTD Estimate	Current Month Collected	YTD Actual	YTD Variance	Percent Variance	Percent Total Collected
Interest Income	\$0	\$0	\$38	\$337	\$337	0.00%	0.00%
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%
Lease/Rent, Airport	\$25,959	\$17,306	\$227	\$26,530	\$9,224	0.00%	0.00%
Airport Fuel	\$11,000	\$7,333	\$962	\$5,898	(\$1,435)	-19.57%	0.00%
FAA-Snow Equipment	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%
State Grants	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%
Reimbursement-City of Edmond	\$109,000	\$72,667	\$0	\$44,556	(\$28,110)	-38.68%	40.88%
Subtotal	\$145,959	\$97,306	\$1,227	\$77,322	(\$19,984)	-20.54%	52.98%
Transfer from General Fund	\$64,001	\$42,667.33	\$5,333	\$42,667	\$0	0.00%	66.67%
Transfer from FAA Grant Fund	\$0	\$0.00	\$0	\$0	\$0	0.00%	0.00%
Budgeted Fund Balance	\$0	\$0.00	\$0	\$0	\$0	0.00%	0.00%
TOTALS	\$209,960	\$139,973	\$6,561	\$119,990	(\$19,984)	-14.28%	57.15%

EXPENDITURE SUMMARY

Department	Annual Budget	YTD Estimate	Current Month Expend	% of Budget	YTD Expend	% of Budget	Remaining Budget
Airport Maintenance & Operations	\$209,960	\$139,973.33	\$15,343	7.31%	\$139,103	66.25%	\$70,857
Airport Improvements	\$0	\$0.00	\$0	0.00%	\$0	0.00%	\$0
TOTALS	\$209,960	\$139,973	\$15,343	7.31%	\$139,103	66.25%	\$70,857

Monthly Sales Tax Net Payment



	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept	Total
FY10	\$319,745	\$281,954	\$292,943	\$273,582	\$349,723	\$268,222	\$297,278	\$299,815	\$306,161	\$311,865	\$310,885	\$299,022	3,611,194.83
FY11	\$314,336	\$278,586	\$319,195	\$318,008	\$316,227	\$300,630	\$293,949	\$327,993	\$322,418	\$322,249	\$331,039	\$327,508	3,772,139.24
FY12	\$339,165	\$328,984	\$310,410	\$325,391	\$337,025	\$344,397	\$318,524	\$355,183	\$334,864	\$378,085	\$361,614	\$362,446	\$4,096,089.03
FY13	\$388,273	\$354,465	\$370,407	\$383,386	\$370,842	\$340,607	\$343,333	\$341,839	\$359,703	\$364,339	\$370,401	\$390,849	\$4,378,443.40
FY14	\$392,062	\$499,587	\$397,062	\$403,794	\$379,647	\$371,494	\$373,833	\$382,019	\$364,788	\$393,218	\$415,441	\$387,305	\$4,760,249.94
FY15	\$397,836	\$379,665	\$396,019	\$375,253	\$388,933	\$372,476	\$338,997	\$387,380	\$412,193	\$368,109	\$391,622	\$420,145	\$4,628,628.94
FY16	\$404,179	\$387,402	\$442,598	\$385,845	\$382,190	\$351,864	\$411,007	\$395,421					\$3,160,507.11