



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

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, September 20, 2016 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Public Comments, Community Announcements and Recognitions.
3. Discussion and possible action on minutes of the Regular Guthrie Public Works Authority Meeting held September 6, 2016 1
4. Discussion and possible action on minutes of the Special Guthrie Public Works Authority Meeting held on September 13, 2016 3
5. Discussion and possible action regarding the Engagement Letter with Crawford & Associates, P. C. for Accounting and Consulting FY 2017 6
6. Discussion and possible action regarding Resolution No. 2016-18 adopting the FY 2017 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds.....12
7. Discussion and possible action on Myers Engineering Task Order No. 80, restoration of the Cottonwood Creek dam16
8. Adjournment.

CITY COUNCIL MEETING

63rd City Council
Tuesday, September 20, 2016, 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Discussion and possible action on minutes of the Regular City Council Meeting held on September 6, 201634
3. Discussion and possible action on minutes of the Special City Council Meeting Workshop held on September 13, 201641
4. Discussion and possible action regarding Budget Amendment No. 10, increasing the budget for the General Fund, Fire Fund, Grant Fund, Capital Projects Fund, Airport Grant Fund, and Airport Fund.....43

5. Discussion and possible action regarding the Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting FY 2017..... 6
6. Discussion and possible action regarding the EMS Agreement between the City of Guthrie and Logan County Emergency Medical Services District Board of Trustees.....46
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11. Discussion and possible action on Ground Hangar Lease Amendment with Latham Investments, LLC to lease Hangar Space No. 32 to build a hanger 189'x51', to include 8 ramps (15'x43') for a total of 14,799 square feet71
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13. Discussion and possible action regarding Resolution No. 2016-17 adopting the FY 2017 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds.88
14. Discussion and possible action regarding Resolution No. 2016-19 for the renewal of the lease-purchase agreement with Farmers & Merchants Bank for the period of one year commencing on October 1, 2016 and ending September 30, 201793
15. Discussion and possible action to appoint Mike Monahan, H.C. Patel and Jason Smedley to fill three vacancies on the Guthrie Convention and Visitors Board95
16. City Manager's Report
17. Requests/comments from members of the City Council
18. Consider approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:
 - A. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Attorney).
 - B. 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (City Judge and Alternate Judge).
 - C. 307(B)(1) for the purpose of discussing the employment, hiring, appoint, promotion, demotion, disciplining or resignation of public officer or employee (City Manager).
 - D. 307(B)(2), for the purpose of discussing negotiations concerning employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145.
 - E. 307(B)(2), for the purpose of discussing negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105.
19. Consider action regarding City Attorney.
20. Consider action regarding City Judge and Alternate Judge.
21. Consider action regarding City Manager.

22. Consider action concerning employees and representatives of the International Association of Fire Fighters (IAFF), Local 2145.
23. Consider action concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105.
24. Adjournment.

MINUTES
GUTHRIE PUBLIC WORKS AUTHORITY MEETING
September 6, 2016

The regular meeting of the Guthrie Public Works Authority was posted on Friday, September 2, 2016, before 5:00 p.m. and held Tuesday, September 6, 2016, in the Guthrie City Hall Council Chambers.

Chairman Gentling called the meeting to order at 8:32 p.m.

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

Members Absent: None

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Maxine Pruitt	Schellon Stanley	Suzette Chang
	Jim Ahlgren	Don Sweger	

Chairman Gentling declared a quorum all Trustee Members in attendance.

Consent Agenda. Trustee Thomas removed Items B, C, and D for further discussion. Motion by Vice Chairman Wood, 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 August 16, 2016.

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

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

Chairman Gentling declared the motion carried unanimously.

Public Hearing, FY2017 Budget. Staff has prepared and achieved a balanced budget for the GPWA Fund and miscellaneous funds for Fiscal Year 2017 and has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. A public hearing was held for the purpose of soliciting public comment(s) regarding the adoption of Fiscal Year 2017 Budget. No action required at this time.

Executive Session. No action.

Consider action regarding Logan County Rural Water District No. 1. Motion by Vice Chairman J. Wood, seconded by Trustee Taylor, moved approval of the settlement agreement and the water purchase contract with Logan County Rural Water District No. 1. Trustees entered their votes and the votes were displayed with the following results:

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

Chairman Gentling declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie Public Works Authority Trustees, Chairman Gentling declared the meeting adjourned at 8:34 p.m.

Kim Biggs, Secretary

Steven J. Gentling, Chairman

MINUTES
GUTHRIE PUBLIC WORKS AUTHORITY MEETING
GPWA Workshop
September 13, 2016

The special meeting of the sixty-third Guthrie Public Works Authority of Guthrie, Oklahoma was posted on Friday, September 9, 2016 before 5:00 p.m. and held Tuesday, September 13, 2016 in the Guthrie City Hall 3rd Floor Conference Room.

Chairman Steven J. Gentling called the meeting to order at 6:50 p.m.

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

Members Absent: None

Staff Present: Bruce Johnson Randel Shadid Kim Biggs
 Maxine Pruitt Jim Ahlgren Eric Harlow
 Don Sweger Jessie Bryan Lee Pearce
 Suzette Chang

Chairman Gentling declared a quorum with all Trustees in attendance.

Discussion regarding the FY15 Annual Financial Statements and Independent Auditor's Reports. The Guthrie Public Works Authority is in receipt of the FY 2015 Audit Report prepared by HBC CPAs & Advisors. The firm submitted reports explaining the audited financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Guthrie Public Works Authority. The audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. This information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in the firm's opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole. The firm conducted the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Discussion regarding Budget Amendment No. 10. Budget Amendment No. 10 addresses unbudgeted revenue and expenditures: Increasing General Fund in the amount of \$20,344 for funds received from FEMA for Winter Storm damage and increasing overtime in Parks & Public Grounds. Increasing Fire Fund in the amount of \$35,310 for funds received from the following: OMAG \$4,000, Firehouse Sub Grant \$24,910, Ambulance Standby Fee \$6,400 and increasing expenditure line items to repair a vehicle, purchase a boat, and miscellaneous items. Increasing Airport Grant Fund in the amount of \$175,000 for funds received from FAA for airport improvements and increasing Transfer to Airport for the same. Increasing Airport Fund in the

amount of \$238,069 for funds received from Airport Grant Fund (\$175,000) and Budgeted Fund Balance (\$63,069) for airport improvement projects (ODALS and Taxiway C Rehabilitation).

Discussion, consideration and possible action of authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2017. The City of Guthrie currently contracts with Aetna to provide medical and life insurance for its employees. The current contract expires September 30, 2016. Aetna has increased its medical rates causing the City to seek new quotes. Of the companies that quoted, Aetna presented the best value to the City. Motion by Trustee Taylor, seconded by Vice Chairman J. Wood, moved approval of authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City/GPWA employees for Fiscal Year 2017. Trustees entered their votes and the votes were displayed with the following results:

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

Nay: None

Chairman Gentling declared the motion carried unanimously.

Discussion, consideration and possible action of authorizing City staff to contract with MetLife to continue providing dental insurance coverage for City employees for fiscal year 2017. The City of Guthrie currently contracts with MetLife to provide dental care insurance for its employees. The current contract expires September 30, 2016. MetLife has increased its rates causing the City to go out for quotes. Of the companies that quoted MetLife presented the best value to the City. Motion by Trustee Bothroyd, seconded by Trustee Padgett, moved approval of authorizing City staff to contract with MetLife to continue providing dental insurance coverage for City/GPWA employees for Fiscal Year 2017. Trustees entered their votes and the votes were displayed with the following results:

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

Nay: None

Chairman Gentling declared the motion carried unanimously.

Discussion of water collection, treatment, and distribution. City Manager Johnson explained how the water is collected, treated, and distributed from the three primary water sources including the Guthrie Lake, Liberty Lake, and Cottonwood Creek. Five weeks ago, GPWA was utilizing Guthrie Lake as its primary source for water treatment when it experienced lake turnover. Lake turnover is the seasonal movement of water within a lake due to temperature changes between the different layers. The lake turnover in Guthrie Lake brought high levels of manganese to the level in which GPWA collects water for treatment. As soon as staff detected the additional amounts of manganese, the process was initiated to switch the primary source of water from Guthrie Lake to Liberty Lake. The average time period to switch from one lake to the other is typically one week. GPWA staff was able to shorten this process to a couple of days in order to eliminate as much manganese as possible from coming into the water treatment plant. The manganese that entered the water system caused a taste, odor, and discoloration of the water. Since the changeover to Liberty Lake, the manganese level has dropped back down to treatable levels and GPWA has started flushing lines within the system to remove the excess manganese.

The most compatible water source for the water treatment plant is the Cottonwood Creek. However, due to Oklahoma weather patterns of August including high temperatures and little to no rain, Cottonwood Creek was not able to be utilized as the primary water source – thus, the need for a low water dam. Myers Engineering will be presenting both short-term and long-term solutions at the next GPWA meeting that would allow raw water collection to come from the Cottonwood Creek thereby eliminating the manganese and algae issues that we may have from the two lakes.

Discussion of the FY 2017 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds. City Manager Johnson recommended redoing the draft budget and presenting a revised budget at the next City Council meeting that is more in line with the departmental structure of the FY 2016 budget. Johnson also requested scheduling strategic planning sessions over the next few months with councilmembers and department heads in order to provide a better understanding of responsibilities and services provided by City and GPWA personnel.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 7:24 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

September 20, 2016

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Discussion and possible action regarding the Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting FY 2017.

Summary

The proposed Engagement Letter provides services covering Annual Financial Statement preparation, general accounting and advisory assistance. Upon request, Crawford and Associates are prepared to provide a full range of accounting and consulting services at the standard rate set in the Engagement Letter. Crawford & Associates has worked with the City of Guthrie over the past twenty-seven years and are very knowledgeable of the financial history of the City of Guthrie. In the FY17 budget, \$50,000 has been appropriated for said services.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>01-01-00-6330</u>	Amount	<u>\$50,000 in FY 2017</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same as last year</u>

Supporting documents attached

- Engagement Letter

Recommendation

Approve the Engagement Letter with Crawford & Associates

Action Needed Public Hearing Motion Emergency Clause



September 12, 2016

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

To the Honorable Mayor and Members of the City Council:

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

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

Scope of Services

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

Scope of Available Services

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

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Guthrie, Oklahoma as of and for the year ended September 30, 2016. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Guthrie, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

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

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

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

Access to Working Papers and Reports

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

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm Chairman \$250
- Firm President \$250
- Shareholders \$160
- Consulting Managers \$145
- Consulting Staff \$105
- Clerical Staff \$40

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

The term of this engagement is a period from October 1, 2016 through September 30, 2017. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

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

Acceptance

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

Respectfully submitted and agreed to by,


Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Guthrie:

By: _____

Title: _____

Date: _____



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

September 20, 2016

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Discussion and possible action regarding Resolution No. 2016-18 adopting the FY 2017 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds.

Summary

Staff has prepared and achieved a balanced budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds for Fiscal Year 2017. The proposed budget has been presented and discussed with the Mayor and City Council. A public hearing is being held on September 6, 2016 for public comments. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2016-18 provides the City Manager with the flexibility to control the Budget and amend one account to another within the same department or from one department to another within the same fund, without prior approval of the Council or Trustees, all as provided in Title 11 O.S. §17-215. Also, the proposed resolution provides the City Manager with the authority to submit grant applications for grants without prior approval of the Council or Trustees.

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		_____

Supporting documents attached:

- Resolution No. 2016-18
- Exhibit A

Recommendation

Approval of Resolution No. 2016-18, adopting the Fiscal Year 2016 Budget for the Guthrie Public Works Authority and Miscellaneous Funds.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2016-18

A RESOLUTION OF THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY ADOPTING THE FISCAL YEAR 2017 BUDGET FOR THE GUTHRIE PUBLIC WORKS AUTHORITY AND MISCELLANEOUS FUNDS; AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.

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

WHEREAS, the Chief Executive Officer of the trust has prepared a budget for the fiscal year ending September 30, 2017 (FY 2017) consistent with these statutory requirements; and

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

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

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

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

SECTION 1. The Trustees of the Guthrie Public Works Authority does hereby adopt the FY 2017 Budget on the 20th day of September, 2016. Such budget does not constitute legal appropriations, but serves as a financial plan for the Authority. Budget amounts are hereby established as provided for in the attached exhibit entitled Guthrie Public Works Authority Financial Plan.

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

SECTION 3. The Chief Executive Officer of the Authority or his designee is authorized to proceed with implementation of the FY 2017 Financial Plan, and to purchase, when

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

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

*** END ***

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Chairman and Trustees of the Guthrie Public Works Authority, Oklahoma, on the 20th day of September, 2016, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et. seq.)

Steven J. Gentling, Chairman

ATTEST: (Seal)

Kim Biggs, City Clerk

Approved as to form and legality on _____, 2016.

Randel Shadid, City Attorney

EXHIBIT A

GUTHRIE PUBLIC WORKS AUTHORITY FINANCIAL PLAN

	Guthrie	Water		Utility	GPWA	OKC		
	Public Works	Treatment	CMOM	Deposit	Stabilization	Waterline		
	Authority	Plant Fund	Fund	Fund	Fund	Fund		
REVENUES:								
Charges for Services	\$ 5,063,982	\$ 365,000	\$ 345,000	\$ -		\$ -		
Miscellaneous	\$ 6,500	\$ -	\$ -	\$ -		\$ -		
Interest	\$ 2,400	\$ 550	\$ 1,100	\$ 2,000	\$ 1,750	\$ 1,500		
Sale of Properties	\$ 21,000	\$ -	\$ -	\$ -		\$ -		
Rents & Royalties	\$ 6,500	\$ -	\$ -	\$ -		\$ -		
Intergovernmental	\$ 457,867	\$ -	\$ -	\$ -		\$ -		
Interfund Transfers	\$ 2,035,233	\$ 845,635	\$ -	\$ -	\$ 105,000	\$ -		
Budgeted Fund Balance	\$ 56,839	\$ -	\$ 93,485	\$ -		\$ 498,500		
TOTALS:	\$ 7,650,321	\$ 1,211,185	\$ 439,585	\$ 2,000	\$ 106,750	\$ 500,000		
EXPENDITURES:								
	Personal	Materials	Services	Fund	Capital	Debt	Fund	
	Services	& Supplies	& Charges	Transfers	Outlay	Service	Transfers	Total
GPWA General Government	\$ 1,350	\$ 11,000	\$ 1,523,107	\$ 3,668,541	\$ 397,185	\$ -	\$ -	\$ 5,601,183
Administration	\$ 297,448	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 297,448
Water Treatment Plant	\$ 240,164	\$ 296,850	\$ 115,100	\$ -	\$ -	\$ -	\$ -	\$ 652,114
Wastewater Treatment Plant	\$ 132,257	\$ 91,450	\$ 149,100	\$ -	\$ -	\$ -	\$ -	\$ 372,807
Convenience Center	\$ 53,696	\$ 4,250	\$ 70,750	\$ -	\$ -	\$ -	\$ -	\$ 128,696
Line Maintenance	\$ 379,773	\$ 170,600	\$ 47,700	\$ -	\$ -	\$ -	\$ -	\$ 598,073
TOTALS:	\$ 1,104,688	\$ 574,150	\$ 1,905,757	\$ 3,668,541		\$ -	\$ -	\$ 7,650,321
MISCELLANEOUS FUNDS:								
Water Treatment Plant Fund	\$ -	\$ -	\$ 125	\$ -	\$ -	\$ 1,211,060	\$ -	\$ 1,211,185
CMOM Fund	\$ -	\$ -	\$ 85	\$ -	\$ 264,500	\$ 175,000	\$ -	\$ 439,585
Utility Deposit Fund	\$ -	\$ -	\$ 80	\$ -	\$ -	\$ -	\$ 1,900	\$ 1,980
GPWA Stabilization Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OKC Waterline Fund	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000



Agenda Item Cover Letter

Meeting

___ City Council
X GPWA
___ Other: _____

Date of Meeting

September 20, 2016

Contact

Bruce Johnson,
City Manager

Agenda Item

Discussion and possible action on Myers Engineering Task Order No. 80, restoration of the Cottonwood Creek dam.

Summary

In 2015, Myers Engineering provided information regarding the Cottonwood Creek Dam immediately downstream of the Cottonwood Creek. Just below the raw water intake lies a low-water dam constructed of earthen fill covered with riprap and busted concrete that has failed due to erosion and damaged by turbulence. The dam has also increased erosion on the north bank. A design for the dam to be restored/reconstructed to its original state was presented to Public Works in December of 2014 at an estimated cost of \$250,000, but this design is still very susceptible to future failure during high flows and additional erosion to the north. An alternative design was also presented to Public Works in December 2014 with an estimated cost of \$1,000,000.

Funding Expected ___ Revenue ___ Expenditure ___ N/A

Budgeted ___ Yes ___ No ___ N/A

Account Number _____ Amount _____

Legal Review ___ N/A ___ Required Completed Date: _____

Supporting documents attached

- Letter from Myers Engineering
Task Order No. 80

Recommendation

Council discretion.

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

January 21, 2015

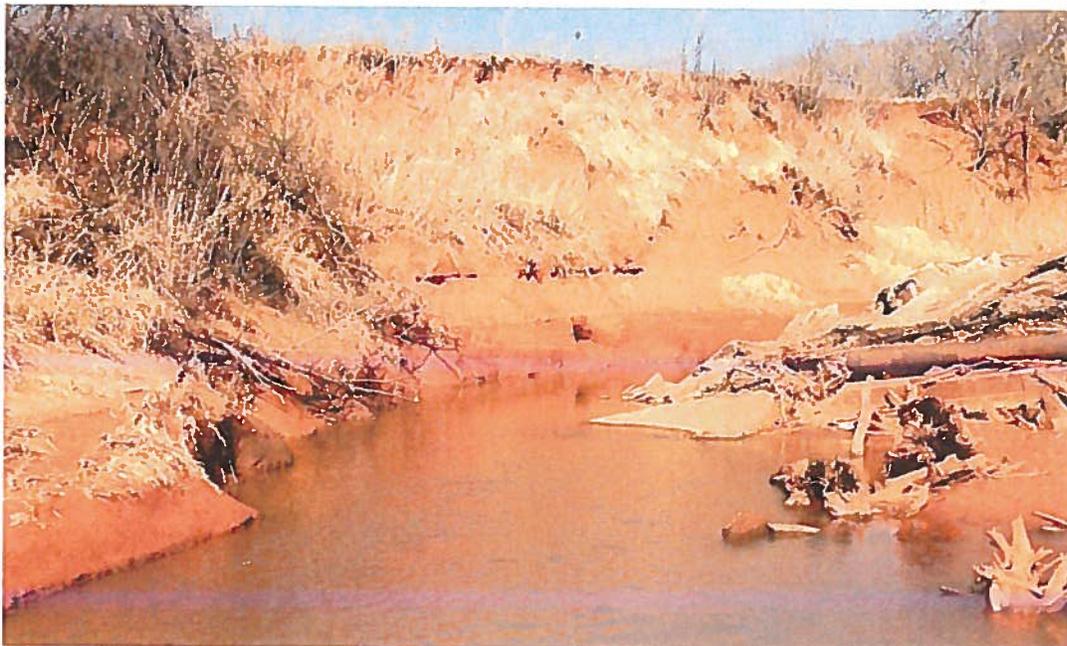
Guthrie Public Works
Maxine Pruitt, Municipal Services Director
City of Guthrie
407 Commerce Blvd.
Guthrie, OK 73044

Re: Cottonwood Creek Dam and Liberty Lake Water Wells

Dear Mrs. Pruitt,

Guthrie can increase the raw water supply by rehabilitating or reconstructing the Cottonwood Creek low water dam and/or rehabilitating existing wells in proximity to Liberty Lake. This letter describes the aforementioned options and steps necessary to proceed.

There is a damaged low water dam immediately downstream of the Cottonwood Creek raw water intake. The existing dam was constructed of earthen fill covered with riprap and busted concrete. The existing dam failed due to bank erosion caused by turbulence of water flowing over the dam structure. The creek also turns slightly eastward at the dam location which increased the erosion potential along the north bank. As the bank eroded to the north the earthen material of the dam began to erode away. The remnants of the low water dam and bank erosion are shown below in the following figures.



January 21, 2015
Guthrie Public Works
Maxine Pruitt, Municipal Services Director
Re: Cottonwood Creek Dam and Liberty Lake Water Wells



Restoring the dam to its original condition would involve installing coffer dams to dewater the project area, placing and compacting earthen fill material in the creek, and arming the embankment with riprap. Adequate riprap would have to be provided to absorb the shear force exerted from the water flowing over the dam and prevent the dam from washing out.

After visiting the project site I determined that additional measures would have to be implemented to reduce the likelihood of dam failure. Concerns that I noted during my field visit were the bank susceptibility to erosion and the woody debris observed on the dam and along the creek. Reconstructing the dam to its original condition would increase the potential for erosion along the north bank. In order to prevent the north bank from washing out it would have to be excavated and armored with riprap. I also observed woody debris deposited along remnants of the dam. Over time, woody debris would accumulate along the dam and create a log jam on the upstream face of the dam. The log jam would create turbulence increasing the erosion potential and cause excessive shear force to be exerted on the dam itself. During high flows the additional shear would likely destroy portions of the earthen dam.

Since it was determined that reconstructing the dam to the original condition would leave it susceptible to failure during high flows, I presented an alternative design to Public Works on December 17th, 2014. The alternative design involved constructing a concrete dam and stabilizing the banks upstream and downstream of the dam. I provided a sloped face on the concrete dam to reduce the potential for log jams. I also provided a surface on top of the dam that could be accessed by an excavator to periodically remove debris. I also provided riprap to prevent the banks from eroding around the dam. I estimated the construction cost of the alternative design at \$1,000,000. We estimated the cost to restore the dam to its original condition at \$250,000.

January 21, 2015
Guthrie Public Works
Maxine Pruitt, Municipal Services Director
Re: Cottonwood Creek Dam and Liberty Lake Water Wells

Restoring the dam to its original condition may provide several years of service but will require ongoing maintenance and potential reconstruction. Also, reconstructing the dam to its original condition will cause the north bank to erode faster and may result in litigation from the property owner. Construction of the concrete dam and stabilizing the banks will reduce the maintenance requirements and provide a much longer service life; however this alternative will require more capital. We are willing to provide technical assistance for either alternative.

Guthrie constructed five water wells from 1981 to 1982 around Liberty Lake. The wells are located in the Garber Wellington Aquifer which is a major aquifer. The cumulative capacity of the wells according to the well reports is 0.75 MGD. These wells could be rehabilitated or offset and potentially brought back online. The well information is presented in the following table and the OWRB well completion reports are attached.

Well ID	Permit	Depth (ft)	First Water (ft)	Yield (gpm)
26918	19800551	213	45	82
8748	n/a	250	19	150
8825	n/a	240	185	120
8810	19800551	206	30	45
8809	19AAAP	264	39	128.5

Prior to bringing the wells back online the wells should be sampled to verify that the water quality meets primary and secondary water quality standards. The existing wells if not plugged can be sampled. The condition of the wells needs to be assessed to determine if the wells can be rehabilitated or if they will need to be offset. If the wells are brought back online they could either be interconnected to the raw water conveyance line or a distribution line or pumped directly into the lake. We do not recommend pumping water directly into the lake because it will evaporate and deplete aquifer storage. We recommend performing a condition assessment of the wells and obtaining water quality samples. We will be able to provide recommendations and cost estimates once we obtain this data.

Should you have any questions or wish to discuss these options in further detail contact me on my cell phone at (405) 625-6911 or by email at matthewc@mece.us.com.

Best regards,



Matthew A. Coe, P.E.
Project Engineer

Cc: William T. Myers, P.E.
MECE: 211135.80

MULTI-PURPOSE WELL COMPLETION & PLUGGING REPORT



Oklahoma Water Resources Board
3800 North Classen Boulevard
Oklahoma City, OK 73118
Telephone (405) 530-8800

Legal Location

North

WELL ID NUMBER: 26918

		X			

Quarters NE-NE-NW Section 18 Township 15N Range 02WI

Latitude <u>35.782426</u>	Longitude <u>-97.452792</u>
Date collected (latitude and longitude), if different from date the well was drilled: <u>01/08/1998</u>	
Method latitude and longitude was collected: <u>Interpolation from PLSS</u>	

«———— One Mile ————»
Each square is 10-acres

County Logan

Variance Request No. (if applicable) n/a

WELL OWNER - NAME AND ADDRESS

Well Owner Guthrie Public Works Authority

Phone _____

Address/City/State City Hall Guthrie OK

Zip _____

Finding Location _____

Well Name _____

Water Rights #: 19800551

TYPE OF WORK: Groundwater Well

USE OF WELL: Public Water Supply

NEW WELL CONSTRUCTION DATA

Date Well or Boring Was Completed 06/15/1981

Number of wells or borings represented by this log 1

* (Borings are within the same 10 acre-tract and with the same general depths and lithologies)

Hole Diameter 16.75 inches to a depth of 213 ft.

CASING INFORMATION *Note: If surface casing is used please indicate that on the appropriate well casing information line.

Surface Pipe Material: Surface Pipe Diameter inches Surface Pipe From ft to ft

1) Well Casing Material H.C. Steel Casing Diameter 8.625 inches Casing From ft to 206 ft

SCREEN OR PERFORATION INFORMATION

Type of Screen: PVC Type of Slots or Openings: Other From 68 ft to 80 ft.

Type of Screen: PVC Type of Slots or Openings: Other From 110 ft to 120 ft.

Type of Screen: PVC Type of Slots or Openings: Other From 162 ft to 170 ft.

Type of Screen: PVC Type of Slots or Openings: Other From 189 ft to 200 ft.

FILTER PACK INFORMATION

Filter Pack Material:

WELL SEAL INFORMATION

Type of Surface Seal Cement Grout

Surface Seal Interval: From n/a ft to 30 ft

Type of Annular Seal n/a

Annular Seal Interval: From n/a ft to n/a ft

Filter Pack Seal Material n/a

Filter Pack Seal Interval: From n/a ft to n/a ft

TYPE OF COMPLETION:

HYDROLOGIC INFORMATION

Depth to water at time of drilling ft

Estimated yield of well 82 gpm

First water zone 45 ft

LITHOLOGY DESCRIPTION

MATERIAL	ENCOUNTERED		SATURATED
	FROM (ft.)	TO (ft.)	
siltstone, re w/thin sandstone	0	20	N
sandstone w/thin shale	20	213	N

WELL LOCATION TO POTENTIAL SOURCES OF POLLUTION

Has this well been disinfected after completion of work? n/a

Are there any potential sources of pollution or wastewater lagoons within 300 ft. of the well? n/a

Distance of Well is n/a from possible source. Type of possible source: n/a

PLUGGING INFORMATION

Date Well or Boring Was Plugged n/a

Total Depth of well being plugged ft.

Was the well contaminated or was it plugged as though it was contaminated? n/a

If the well or boring was plugged as if it was contaminated, was the casing removed or perforated? n/a

Was the grout tremied? n/a

Backfilled with n/a

Backfilled from ft. to ft.

Grouted with n/a

Grouted from ft. to ft.

Grouted with Cement

Grouted from ft. to ft.

Firm Name HEMPHILL COR

D/PC No.

Operator Name

OP No.

Date n/a

Comments: n/a

MULTI-PURPOSE WELL COMPLETION & PLUGGING REPORT



Oklahoma Water Resources Board
3800 North Classen Boulevard
Oklahoma City, OK 73118
Telephone (405) 530-8800

Legal Location

North

		X					

«———— One Mile —————»

Each square is 10-acres

WELL ID NUMBER: 8748

Quarters NE-SE-NW Section 18 Township 15N Range 02WI

Latitude <u>35.778812</u>	Longitude <u>-97.452792</u>
Date collected (latitude and longitude), if different from date the well was drilled: <u>01/08/1998</u>	
Method latitude and longitude was collected: <u>Interpolation from PLSS</u>	

County Logan

Variance Request No. (if applicable) n/a

WELL OWNER - NAME AND ADDRESS

Well Owner Guthrie Public Works Authority

Phone _____

Address/City/State Guthrie OK

Zip _____

Finding Location _____

Well Name _____

Water Rights #: _____

TYPE OF WORK: Groundwater Well

USE OF WELL: Public Water Supply

NEW WELL CONSTRUCTION DATA

Date Well or Boring Was Completed 10/02/1981

Number of wells or borings represented by this log 1

* (Borings are within the same 10 acre-tract and with the same general depths and lithologies)

Hole Diameter 16.25 inches to a depth of 250 ft.

CASING INFORMATION *Note: If surface casing is used please indicate that on the appropriate well casing information line.

Surface Pipe Material: Surface Pipe Diameter inches Surface Pipe From ft to ft

1) Well Casing Material PVC Casing Diameter 8.625 inches Casing From ft to 250 ft

SCREEN OR PERFORATION INFORMATION

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 76 ft to 100 ft.

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 174 ft to 185 ft.

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 200 ft to 220 ft.

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 227 ft to 234 ft.

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 240 ft to 248 ft.

FILTER PACK INFORMATIONFilter Pack Material: **WELL SEAL INFORMATION**Type of Surface Seal Cement GroutSurface Seal Interval: From n/a ft to 30 ftType of Annular Seal n/aAnnular Seal Interval: From n/a ft to n/a ftFilter Pack Seal Material n/aFilter Pack Seal Interval: From n/a ft to n/a ftTYPE OF COMPLETION: **HYDROLOGIC INFORMATION**Depth to water at time of drilling ftEstimated yield of well 150 gpmFirst water zone 19 ft**LITHOLOGY DESCRIPTION**

MATERIAL	ENCOUNTERED		SATURATED
	FROM (ft.)	TO (ft.)	
seams	0	15	N
sandstone, w/thin shale seams	15	250	N

WELL LOCATION TO POTENTIAL SOURCES OF POLLUTIONHas this well been disinfected after completion of work? n/aAre there any potential sources of pollution or wastewater lagoons within 300 ft. of the well? n/aDistance of Well is n/a from possible source. Type of possible source: n/a**PLUGGING INFORMATION**Date Well or Boring Was Plugged n/aTotal Depth of well being plugged ft.Was the well contaminated or was it plugged as though it was contaminated? n/aIf the well or boring was plugged as if it was contaminated, was the casing removed or perforated? n/aWas the grout tremied? n/aBackfilled with n/aBackfilled from ft. to ft.Grouted with n/aGrouted from ft. to ft.Grouted with CementGrouted from ft. to ft.Firm Name HEMPHILLD/PC No. Operator Name OP No. Date n/a

Comments: n/a

MULTI-PURPOSE WELL COMPLETION & PLUGGING REPORT



Oklahoma Water Resources Board
3800 North Classen Boulevard
Oklahoma City, OK 73118
Telephone (405) 530-8800

Legal Location

North

«———— One Mile —————»

Each square is 10-acres

WELL ID NUMBER: 8825

Quarters SW-NW-NE Section 12 Township 15N Range 03WI

Latitude <u>35.795167</u>	Longitude <u>-97.468355</u>
Date collected (latitude and longitude), if different from date the well was drilled: <u>01/08/1998</u>	
Method latitude and longitude was collected: <u>Interpolation from PLSS</u>	

County Logan

Variance Request No. (if applicable) n/a

WELL OWNER - NAME AND ADDRESS

Well Owner Guthrie Public Works Authority

Phone _____

Address/City/State City Hall Guthrie OK

Zip _____

Finding Location _____

Well Name _____

Water Rights #: _____

TYPE OF WORK: Groundwater Well

USE OF WELL: Public Water Supply

NEW WELL CONSTRUCTION DATA

Date Well or Boring Was Completed 10/02/1981

Number of wells or borings represented by this log 1

* (Borings are within the same 10 acre-tract and with the same general depths and lithologies)

Hole Diameter 16.25 inches to a depth of 240 ft.

CASING INFORMATION *Note: If surface casing is used please indicate that on the appropriate well casing information line.

Surface Pipe Material: Surface Pipe Diameter inches Surface Pipe From ft to ft

1) Well Casing Material PVC Casing Diameter 8.625 inches Casing From ft to 240 ft

SCREEN OR PERFORATION INFORMATION

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 103 ft to 138 ft.

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 154 ft to 167 ft.

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 200 ft to 216 ft.

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 232 ft to 238 ft.

FILTER PACK INFORMATION

Filter Pack Material:

WELL SEAL INFORMATION

Type of Surface Seal Cement Grout

Surface Seal Interval: From n/a ft to 40 ft

Type of Annular Seal n/a

Annular Seal Interval: From n/a ft to n/a ft

Filter Pack Seal Material n/a

Filter Pack Seal Interval: From n/a ft to n/a ft

TYPE OF COMPLETION:

HYDROLOGIC INFORMATION

Depth to water at time of drilling ft

Estimated yield of well 120 gpm

First water zone 185 ft

LITHOLOGY DESCRIPTION

MATERIAL	ENCOUNTERED		SATURATED
	FROM (ft.)	TO (ft.)	
seams	0	20	N
sandstone, w/thin shale seams	20	240	N

WELL LOCATION TO POTENTIAL SOURCES OF POLLUTION

Has this well been disinfected after completion of work? n/a

Are there any potential sources of pollution or wastewater lagoons within 300 ft. of the well? n/a

Distance of Well is n/a from possible source. Type of possible source: n/a

PLUGGING INFORMATION

Date Well or Boring Was Plugged n/a

Total Depth of well being plugged ft.

Was the well contaminated or was it plugged as though it was contaminated? n/a

If the well or boring was plugged as if it was contaminated, was the casing removed or perforated? n/a

Was the grout tremied? n/a

Backfilled with n/a

Backfilled from ft. to ft.

Grouted with n/a

Grouted from ft. to ft.

Grouted with Cement

Grouted from ft. to ft.

Firm Name HEMPHILL

D/PC No.

Operator Name

OP No.

Date n/a

Comments: n/a

MULTI-PURPOSE WELL COMPLETION & PLUGGING REPORT



Oklahoma Water Resources Board
3800 North Classen Boulevard
Oklahoma City, OK 73118
Telephone (405) 530-8800

Legal Location

North

WELL ID NUMBER: 8810

		X			

Quarters NE-NE-SW Section 01 Township 15N Range 03WI

Latitude <u>35.804375</u>	Longitude <u>-97.470548</u>
Date collected (latitude and longitude), if different from date the well was drilled: <u>01/08/1998</u>	
Method latitude and longitude was collected: <u>Interpolation from PLSS</u>	

«———— One Mile —————»
Each square is 10-acres

County Logan

Variance Request No. (if applicable) n/a

WELL OWNER - NAME AND ADDRESS

Well Owner Guthrie Public Works Authority

Phone _____

Address/City/State City Hall Guthrie OK

Zip _____

Finding Location _____

Well Name _____

Water Rights #: 19800551

TYPE OF WORK: Groundwater Well

USE OF WELL: Public Water Supply

NEW WELL CONSTRUCTION DATA

Date Well or Boring Was Completed 10/02/1982

Number of wells or borings represented by this log 1

* (Borings are within the same 10 acre-tract and with the same general depths and lithologies)

Hole Diameter 16.25 inches to a depth of 206 ft.

CASING INFORMATION *Note: If surface casing is used please indicate that on the appropriate well casing information line.

Surface Pipe Material: Surface Pipe Diameter inches Surface Pipe From ft to ft

1) Well Casing Material PVC Casing Diameter 8.625 inches Casing From ft to 206 ft

SCREEN OR PERFORATION INFORMATION

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 86 ft to 102 ft.

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 127 ft to 140 ft.

Type of Screen: H.C. Steel Type of Slots or Openings: Other From 176 ft to 200 ft.

FILTER PACK INFORMATION

Filter Pack Material:

WELL SEAL INFORMATION

Type of Surface Seal Cement Grout

Surface Seal Interval: From n/a ft to 30 ft

Type of Annular Seal n/a

Annular Seal Interval: From n/a ft to n/a ft

Filter Pack Seal Material n/a

Filter Pack Seal Interval: From n/a ft to n/a ft

TYPE OF COMPLETION:

HYDROLOGIC INFORMATION

Depth to water at time of drilling ft

Estimated yield of well 45 gpm

First water zone 30 ft

LITHOLOGY DESCRIPTION

MATERIAL	ENCOUNTERED		SATURATED
	FROM (ft.)	TO (ft.)	
stone seams	0	10	N
sandstone, w/thin shale seams	10	206	N

WELL LOCATION TO POTENTIAL SOURCES OF POLLUTION

Has this well been disinfected after completion of work? n/a

Are there any potential sources of pollution or wastewater lagoons within 300 ft. of the well? n/a

Distance of Well is n/a from possible source. Type of possible source: n/a

PLUGGING INFORMATION

Date Well or Boring Was Plugged n/a

Total Depth of well being plugged ft.

Was the well contaminated or was it plugged as though it was contaminated? n/a

If the well or boring was plugged as if it was contaminated, was the casing removed or perforated? n/a

Was the grout tremied? n/a

Backfilled with n/a

Backfilled from ft. to ft.

Grouted with n/a

Grouted from ft. to ft.

Grouted with Cement

Grouted from ft. to ft.

Firm Name HEMPHILL

D/PC No.

Operator Name

OP No.

Date n/a

Comments: n/a

FILTER PACK INFORMATION

Filter Pack Material:

WELL SEAL INFORMATION

Type of Surface Seal Cement Grout

Surface Seal Interval: From n/a ft to 60 ft

Type of Annular Seal n/a

Annular Seal Interval: From n/a ft to n/a ft

Filter Pack Seal Material n/a

Filter Pack Seal Interval: From n/a ft to n/a ft

TYPE OF COMPLETION:

HYDROLOGIC INFORMATION

Depth to water at time of drilling ft

Estimated yield of well 128.5 gpm

First water zone 39 ft

LITHOLOGY DESCRIPTION

MATERIAL	ENCOUNTERED		SATURATED
	FROM (ft.)	TO (ft.)	
sandstone w/thin shale	0	264	N

WELL LOCATION TO POTENTIAL SOURCES OF POLLUTION

Has this well been disinfected after completion of work? n/a

Are there any potential sources of pollution or wastewater lagoons within 300 ft. of the well? n/a

Distance of Well is n/a from possible source. Type of possible source: n/a

PLUGGING INFORMATION

Date Well or Boring Was Plugged n/a

Total Depth of well being plugged ft.

Was the well contaminated or was it plugged as though it was contaminated? n/a

If the well or boring was plugged as if it was contaminated, was the casing removed or perforated? n/a

Was the grout tremied? n/a

Backfilled with n/a

Backfilled from ft. to ft.

Grouted with n/a

Grouted from ft. to ft.

Grouted with Cement

Grouted from ft. to ft.

Firm Name HEMPHILL

D/PC No.

Operator Name

OP No.

Date n/a

Comments: n/a

TASK ORDER

This is Task Order No. 80,
consisting of 3 pages.

Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement Between the Guthrie Public Works Authority, (Owner) and Myers Engineering, Consulting Engineers, Inc., (Engineer) for Professional Services – Task Order Edition, dated 6/07/2011 ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

A. Restoration of the Cottonwood Creek Dam (MECE 211135.80)

Description:

- Field Survey
- Hydraulic Model Preparation
- System Design
- CLOMR Submittal to FEMA
- 404 Permit Application and Mitigation Plan
- Bidding Process, Engineering During Construction and RPR

2. **Services of Engineer**

The ENGINEER shall provide services as described above and shall provide the following additional services:

[No additional.]

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: *[No additional.]*

4. **Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>
Field Survey _____	Ongoing _____
_____	_____

TASK ORDER

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
<i>Engineering Services – Restoration of Cottonwood Dam</i>	<i>Lump Sum</i>	<i>TBD</i>

Whereas, it is agreed that the terms of payment are modified accordingly, namely, Engineer shall be limited to a monthly invoice associated with this project of \$3,500.00 until such time as funds are allocated and Total Compensation is agreed upon.

All other terms are set forth in Article 4 of the Agreement and in Exhibit C.

6. **Consultants:**

[N/A]

7. **Other Modifications to Agreement:**

[N/A]

8. **Attachments:**

9. **Documents Incorporated By Reference:**

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 6-4-13.

OWNER:

ENGINEER:

By:

[Signature]

By:

[Signature]

Name:

Sereniah Breland

Name:

Anthony J. Skeete

Title:

City Manager

Title:

Vice President of Operations

Engineer License or Firm's Certificate No. CA121
State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Sereniah Breland

Name:

William T. Myers, P.E.

Title:

City Manager

Title:

Project Engineer

Address:

PO Box 908, Guthrie, OK 73044

Address:

13911 Quail Pointe Drive
Oklahoma City, OK 73134

E-Mail

Address:

sbreland@cityofguthrie.com

E-Mail

Address:

billm@mece.us.com

Phone:

405-282-0496

Phone:

405-755-5325

Fax:

405-282-0192

Fax:

405-755-5373



memorandum

Date: June 12, 2013
 Subject: Task Order # 80
 Cottonwood Creek Dam

To: Myers Engineering
 Address: Attn: Lisa Schmitz
 13911 Quail Point Dr.
 Oklahoma City, OK 73134
 Reference: Task Order #80
 PO# 2034438

Please find enclosed the following documents:

DESCRIPTION	NO. OF COPIES
Task Order #80 - Restoration of the Cottonwood Creek Dam.	1

COMMENTS

SIGNED _____
 Jaylene Smith

101 North 2nd Street, P.O. Box 908, Guthrie, OK 73044
 405.282-8400 Fax 405.282.0090 www.maxinep@cityofguthrie.com

MINUTES
CITY COUNCIL MEETING
September 6, 2016

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, September 2, 2016, before 5:00 p.m. and held Tuesday, September 6, 2016, in the Guthrie City Hall Council Chambers.

Pledge of Allegiance was led by Council Member Sharyl Padgett.

Invocation was given by Pastor Jim Line, Church of the Nazarene.

Mayor Gentling called the meeting to order at 7:02 p.m.

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

Members Absent: None

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Maxine Pruitt	Schellon Stanley	Suzette Chang
	Jim Ahlgren	Don Sweger	

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

Public Comments, Community Announcements, and Recognition.

Dr. Mike Simpson, Superintendent of Guthrie Public Schools, thanked the City Council for their action in helping with the schools funding issue and introduced the teachers they were able to hire due to the City's financial support.

Consent Agenda. Council Member Thomas removed Items B, C, F, and G for further discussion. Motion by Council Member Thomas, seconded by Vice Mayor J. Wood, moved approval of Consent Items A, D, E, and H as follows:

- A. Consider approval of minutes of the Regular City Council Meeting held on August 16, 2016.
- D. Consider approval of a Lease Agreement with DCP Midstream for a tract of land located in part of the Northwest Quarter of Section 18-T15N-R2W, known as Forrest Hills Compressor Station (5.42 acres just south of Liberty Lake).
- E. 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.
- H. Consider authorizing City staff to continue to insure the Armory Building at 720 East Logan Avenue at a limit of \$588,290.

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

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

Mayor Gentling declared the motion carried unanimously.

Consent Agenda Item B - Consider approval of the FY15 Annual Financial Statements and Independent Auditor's Reports. The City of Guthrie is in receipt of the FY 2015 Audit Report prepared by HBC CPAs & Advisors. The firm submitted reports explaining the audited financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Guthrie. The audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. This information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in the firm's opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole. The firm conducted the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Motion by Council Member Bothroyd, seconded by Council Member Thomas, moved to add this item to next week's workshop for further discussion. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Consent Agenda Item C - Consider approval of Budget Amendment No. 10, increasing the budget for the General Fund, Fire Fund, Airport Grant Fund, and Airport Fund. Motion by Council Member Bothroyd, seconded by Council Member Thomas, moved to add this item to next week's workshop for further discussion. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Consent Agenda Item F - Consider authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2017. Motion by Council Member Bothroyd, seconded by Council Member Thomas, moved to add this item to next week's workshop for further discussion. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Consent Agenda Item G - Consider authorizing City staff to contract with MetLife to continue providing dental insurance coverage for City employees for fiscal year 2017.

Motion by Council Member Bothroyd, seconded by Council Member Thomas, moved to add this item to next week's workshop for further discussion. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Public Hearing, FY2017 Budget. Staff has prepared and achieved a balanced budget for the General Fund and miscellaneous funds for Fiscal Year 2017 and has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. A public hearing was held for the purpose of soliciting public comment(s) regarding the adoption of Fiscal Year 2017 Budget. Ms. Carol Hirzel addressed the City Council regarding the budget. Mayor Gentling requested that she submit her questions in writing to be addressed by staff prior to the next regularly scheduled meeting. No action required at this time.

Ordinance No. 3294. Motion by Council Member Taylor, seconded by Council Member E. Wood moved approval of Ordinance No. 3294, amending drainage guidelines for the City of Guthrie and declaring an emergency. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Emergency Clause. Motion by Council Member Taylor, seconded by Council Member E. Wood moved approval of Section 4 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, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Ordinance No. 3295. Motion by Vice Mayor J. Wood, seconded by Council Member Taylor, moved approval of Ordinance No. 3295 amending Chapter 3 of the Guthrie Code of Ordinances, adding Duty of Driver Striking a Pet Animal and declaring an emergency. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Emergency Clause. Motion by Council Member Thomas, seconded by Council Member E. Wood, moved approval of Section 4 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, J. Wood, Thomas, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Mayor Gentling declared the motion carried unanimously.

Ordinance No. 3296. Motion by Council Member E. Wood, seconded by Council Member Padgett, moved approval of Ordinance No. 3296, adopting the 2014 National Electric Code. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Ordinance No. 3297. Motion by Council Member Taylor, seconded by Council Member E. Wood, moved approval of Ordinance No. 3297, adopting the 2015 International Building Code. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Ordinance No. 3298. Motion by Council Member Padgett, seconded by Council Member Taylor moved approval of Ordinance No. 3298, adopting the 2015 International Fuel Gas Code. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Ordinance No. 3299. Motion by Council Member Padgett, seconded by Council Member Taylor moved approval of Ordinance No. 3299, adopting the 2015 International Mechanical Code. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Ordinance No. 3300. Motion by Council Member Padgett, seconded by Council Member Taylor moved approval of Ordinance No. 3300, adopting the 2015 International Plumbing Code. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Planning Commission Appointment. Mr. Jason Smedley and Ms. Von Coburn addressed members of the City Council opposing the mayor's nomination of Kay Wade to the Planning Commission and recommended appointing Mr. Darryl Gellenbeck. Mayor Gentling nominated Kay Wade to the Planning Commission. Item dies for lack of motion.

Guthrie Housing Authority Appointments. Motion by Council Member Taylor, seconded by Vice Mayor J. Wood, moved approval of re-appointing L. Davis and J. McClin to the Guthrie Housing Authority. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Citizens Rate and Fee Advisory Committee Appointment. Motion by Council Member Taylor, seconded by Council Member E. Wood, moved approval of Council Member Bothroyd's nomination of Phil Nichols to the Citizens Rate and Fee Advisory Committee. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Agreement with Myers Engineering. Motion by Vice Mayor J. Wood, seconded by Council Member Thomas, moved to reconsider the action taken on August 16, 2016 appointing Myers

Engineering for the design and construction administration of improvements to the municipal pool. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried with six (6) ayes and one (1) nay.

City Manager's Report: No Report

Requests/Comments from Members of the City Council: Recommended holding a workshop in the near future to discuss the strategic plan and list of capital improvement projects. Updated the citizens on community events happening in Guthrie and provided information of volunteer positions currently open on various boards and commissions.

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 (OMES).
- B. 307(B)(4) for the purpose of discussing the confidential communications between the City Council and its Attorney concerning an pending investigation of claim (Logan County Rural Water District No. 1)

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

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

Mayor Gentling declared the motion carried unanimously at 8:10 p.m. Attending Executive Session were Mayor Gentling, Vice Mayor J. Wood, Council Members Thomas, Taylor, Padgett, E. Wood, and Bothroyd, City Manager Johnson, City Attorney Shadid, Attorney Jim Milton, and Assistant Bryan Nowlin.

Reconvene. Mayor Gentling reconvened the Guthrie City Council Meeting at 8:30 p.m. and stated no action was taken in Executive Session.

Consider action regarding OMES. No action.

Consider action regarding Logan County Rural Water District No. 1. Motion by Vice Mayor J. Wood, seconded by Council Member Taylor, moved approval of the settlement agreement and the water purchase contract with Logan County Rural Water District No. 1. Council Members entered their votes and the votes were displayed with the following results:

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

Nay: None

Mayor Gentling declared the motion carried unanimously.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 8:31 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor

MINUTES
CITY COUNCIL MEETING
Council Workshop
September 13, 2016

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, September 9, 2016 before 5:00 p.m. and held Tuesday, September 13, 2016 in the Guthrie City Hall 3rd Floor Conference Room.

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

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

Members Absent: None

Staff Present:	Bruce Johnson	Randel Shadid	Kim Biggs
	Maxine Pruitt	Jim Ahlgren	Eric Harlow
	Don Sweger	Jessie Bryan	Lee Pearce
	Suzette Chang		

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

Discussion regarding the FY15 Annual Financial Statements and Independent Auditor's Reports. The City of Guthrie is in receipt of the FY 2015 Audit Report prepared by HBC CPAs & Advisors. The firm submitted reports explaining the audited financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Guthrie. The audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. This information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in the firm's opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole. The firm conducted the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Discussion regarding Budget Amendment No. 10. Budget Amendment No. 10 addresses unbudgeted revenue and expenditures: Increasing General Fund in the amount of \$20,344 for funds received from FEMA for Winter Storm damage and increasing overtime in Parks & Public Grounds. Increasing Fire Fund in the amount of \$35,310 for funds received from the following: OMAG \$4,000, Firehouse Sub Grant \$24,910, Ambulance Standby Fee \$6,400 and increasing expenditure line items to repair a vehicle, purchase a boat, and miscellaneous items. Increasing Airport Grant Fund in the amount of \$175,000 for funds received from FAA for airport improvements and increasing Transfer to Airport for the same. Increasing Airport Fund in the amount of \$238,069 for funds received from Airport Grant Fund (\$175,000) and Budgeted Fund Balance (\$63,069) for airport improvement projects (ODALS and Taxiway C Rehabilitation).

Discussion, consideration and possible action of authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for fiscal year 2017. The City of Guthrie currently contracts with Aetna to provide medical and life insurance for its employees. The current contract expires September 30, 2016. Aetna has increased its medical rates causing the City to seek new quotes. Of the companies that quoted, Aetna presented the best value to the City. Motion by Council Member Taylor, seconded by Vice Mayor J. Wood, moved approval of authorizing City staff to contract with Aetna to continue providing medical and life insurance coverage for City employees for Fiscal Year 2017. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Discussion, consideration and possible action of authorizing City staff to contract with MetLife to continue providing dental insurance coverage for City employees for fiscal year 2017. The City of Guthrie currently contracts with MetLife to provide dental care insurance for its employees. The current contract expires September 30, 2016. MetLife has increased its rates causing the City to go out for quotes. Of the companies that quoted MetLife presented the best value to the City. Motion by Council Member Bothroyd, seconded by Council Member Padgett, moved approval of authorizing City staff to contract with MetLife to continue providing dental insurance coverage for City employees for Fiscal Year 2017. Council Members entered their votes and the votes were displayed with the following results:

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

Mayor Gentling declared the motion carried unanimously.

Discussion of the FY 2017 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds. City Manager Johnson recommended redoing the draft budget and presenting a revised budget at the next City Council meeting that is more in line with the departmental structure of the FY 2016 budget. Johnson also requested scheduling strategic planning sessions over the next few months with councilmembers and department heads in order to provide a better understanding of responsibilities and services provided by City and GPWA personnel.

Adjournment. There being no further business for the Guthrie City Council, Mayor Gentling declared the meeting adjourned at 6:55 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

September 20, 2016

Contact

Kim Biggs
City Clerk/Treasurer

Agenda Item

Discussion and possible action regarding Budget Amendment No. 10, increasing the budget for the General Fund, Fire Fund, Grant Fund, Capital Projects Fund, Airport Grant Fund, and Airport Fund.

Summary

Budget Amendment No. 10 addresses unbudgeted revenue and expenditures:

1. Increasing General Fund in the amount of \$108,885 for funds received from the ¾ cent sales tax and reducing sales tax by the same amount to be transferred to Capital Projects; increasing transfer from Grants Fund for \$55,972 for monies received from VOCO and VAWA Grants to cover salaries and benefits in the Police Department; increasing FEMA Reimbursable for \$20,344 for Winter Storm damage to cover overtime in Parks & Public Grounds.
2. Increasing Fire Fund in the amount of \$35,310 for funds received from the following: OMAG \$4000, Firehouse Sub Grant \$24,910, Ambulance Standby Fee \$6400 and increasing expenditure line items to repair a vehicle, purchase a boat, and miscellaneous items.
3. Increasing Airport Grant Fund in the amount of \$175,000 for funds received from FAA for airport improvements and increasing Transfer to Airport for the same.
4. Increasing Airport Fund in the amount of \$238,069 for funds received from Airport Grant Fund (\$175,000) and Budgeted Fund Balance (\$63,069) for airport improvement projects (ODALS and Taxiway C Rehabilitation).

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: September 20, 2016

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

Amendment No. 10

Funds Effected:

General Fund – \$185,201

Fire Fund - \$35,310

Grant Fund - \$55,972

Capital Projects Fund - \$108,885

Airport Grant Fund - \$175,000

Airport Fund - \$238,069

Comments:

Budget Amendment No. 10 addresses unbudgeted revenue and expenditures:

- 1. Increasing General Fund in the amount of \$108,885 for funds received from the ¾ cent sales tax and reducing sales tax by the same amount to be transferred to Capital Projects; increasing transfer from Grants Fund for \$55,972 for monies received from VOCO and VAWA Grants to cover salaries and benefits in the Police Department; increasing FEMA Reimbursable for \$20,344 for Winter Storm damage to cover overtime in Parks & Public Grounds.
- 2. Increasing Fire Fund in the amount of \$35,310 for funds received from the following: OMAG \$4000, Firehouse Sub Grant \$24,910, Ambulance Standby Fee \$6400 and increasing expenditure line items to repair a vehicle, purchase a boat, and miscellaneous items.
- 3. Increasing Airport Grant Fund in the amount of \$175,000 for funds received from FAA for airport improvements and increasing Transfer to Airport for the same.
- 4. Increasing Airport Fund in the amount of \$238,069 for funds received from Airport Grant Fund (\$175,000) and Budgeted Fund Balance (\$63,069) for airport improvement projects (ODALS and Taxiway C Rehabilitation).

APPROVAL

Date: _____

Purchasing Agent: _____ City Manager: _____

Council Approval Needed? Yes No Date Posted: _____

If yes, date approved: _____ City Clerk: _____

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

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

City of Guthrie
2016 Unposted Budget Revisions

Fiscal Year	Period	Reason	Account Number	Description	Increase	Decrease
2016	12	No. 10	01-00-00-5416	FEMA Reimbursable	\$20,344.00	\$0.00
			01-15-11-6011	Overtime - Parks & Public Grounds	\$20,344.00	\$0.00
			01-00-00-5489	Capital Improvements Sales Tax	\$108,885.00	\$0.00
			01-00-00-5492	Sales Tax Revenue	\$0.00	\$108,885.00
			01-01-00-6909	Transfer to CIP (Sale Tax)	\$108,885.00	\$0.00
			54-00-00-5409	Transfer from General Fund	\$108,885.00	\$0.00
			09-00-00-5419	Fire Miscellaneous	\$35,310.00	\$0.00
			09-09-90-6316	Vehicle Maintenance - Fire	\$4,000.00	\$0.00
			09-09-90-6549	Boat - Fire	\$24,910.00	\$0.00
			09-09-90-6107	Food/Humans - Fire	\$1,320.00	\$0.00
			09-09-90-6110	Safety Supplies	\$261.00	\$0.00
			09-09-90-6112	Buildings & Grounds - Fire	\$4,819.00	\$0.00
			30-30-07-6594	Violence Against Women (VAWA	\$0.00	\$104,000.00
			30-30-07-6595	Victims of Crime (VOCA)	\$0.00	\$33,018.00
			30-30-00-6905	Transfer to General Fund	\$55,942.00	\$0.00
			01-00-00-5412	Transfer from Grants Fund	\$55,942.00	\$0.00
			01-07-71-6010	Salaries/Wages Police Operations	\$55,942.00	\$0.00
			96-00-00-5503	Airport Grant	\$175,000.00	\$0.00
			96-96-00-6900	Transfer to Airport Fund	\$175,000.00	\$0.00
			98-00-00-5512	Transfer from Fund 96	\$175,000.00	\$0.00
			98-00-00-5401	Budgeted Fund Balance	\$63,069.00	\$0.00
			98-98-94-6585	ODALS - AIP Project	\$29,502.00	\$0.00
			98-98-94-6590	Taxiway C Rehabilitation	\$208,567.00	\$0.00



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

September 20, 2016

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Discussion and possible action regarding the EMS Agreement between the City of Guthrie and Logan County Emergency Medical Services District Board of Trustees.

Summary

The proposed EMS Agreement is the same as last year including the two amendments added as recommended by the Logan County EMS Board. The first amendment is in regard to reimbursing the City for equipment purchased through a competitive bidding process. The second amendment removed Paragraph 4.A. regarding the disposition of vehicles taken out of service. The Logan County Emergency Medical Services District Board of Trustees (LCEMS) was created September 21, 1982 for the purpose of providing emergency medical services for the district comprised of the Independent School District No. 1 area through the levy of an ad valorem tax of 3.07 mills upon all real property situated in the district. The Trustees shall pay the City 90% of the 3.07 mills levied as compensation for providing for emergency medical services for the period of October 1, 2016 through September 30, 2017. In the FY 2017 budget, \$356,440 is the projected revenue to be received from the LCEMS.

Table with 4 columns: Funding Expected, Budgeted, Account Number, Legal Review. Rows include Revenue/Expenditure, Yes/No, Amount (\$356,440 in FY 2017), and N/A/Required/Completed Date.

Supporting documents attached

- EMS Agreement

Recommendation

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

Action Needed

Public Hearing X Motion Emergency Clause

A G R E E M E N T

An AGREEMENT entered into this _____ day of _____, 2016, by and between LOGAN COUNTY EMERGENCY MEDICAL SERVICES DISTRICT BOARD OF TRUSTEES (comprised of the area contained within Independent School District No. 1 of Logan County, Oklahoma), hereinafter referred to as "TRUSTEES" and the CITY OF GUTHRIE, OKLAHOMA, a municipal corporation, hereinafter referred to as "CITY".

W I T N E S S E T H

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

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

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

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

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

2. TERM: The TRUSTEES agree to hire CITY to run and operate as a SOLE-PROVIDER SYSTEM in the DISTRICT from the first day of October, 2016, and terminate on September 30, 2017, for the compensations hereinafter provided payable monthly.

3. COMPENSATION: The TRUSTEES shall pay CITY 90% of the 3.07 mills levied as compensation for providing an administrative secretary and for emergency medical services to the DISTRICT for the period of October 1, 2016, through September 30, 2017.

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

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

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

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

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

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

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

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

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

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

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

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

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

LOGAN COUNTY EMERGENCY
MEDICAL SERVICES DISTRICT
BOARD OF TRUSTEES

ATTEST:

Secretary

_____, 2016

Chairman

CITY OF GUTHRIE, OKLAHOMA

ATTEST: (Seal)

City Clerk

_____, 2016

Mayor

APPROVED AS TO FORM:

City Attorney

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, Chairman, Logan County Emergency Medical Services District Board of Trustees.

Notary Public

(Seal)

My Commission Expires:

My Commission No.

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Steven J. Gentling, Mayor, City of Guthrie, a municipal corporation, on behalf of the City.

Notary Public

(Seal)

My Commission Expires:

My Commisssion No.



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 20, 2016	Contact Kim Biggs, City Clerk/Treasurer
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Agenda Item

Discussion and possible action regarding the Civil Defense Siren Maintenance Agreement between the City of Guthrie and Goddard Enterprises.

Summary

The proposed agreement is a renewal for one year beginning October 1, 2016 through September 30, 2017. Goddard Enterprises has been the City of Guthrie’s contractor for twenty years. The contractor shall inspect at least once every six months, repair and maintain all civil defense warning siren units within the Guthrie City limits. The City of Guthrie has fourteen civil defense warning siren units and the location of the warning siren units are attached to the Agreement as Exhibit A. The civil defense warning siren units are tested the first Friday of every month. In FY 2017 budget, \$2,400 has been appropriated for civil defense siren maintenance and \$2,000 has been appropriated for warning siren repairs.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>01-01-00-6372</u>	Amount	<u>\$4,400 in FY 2017</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same as last year</u>

Supporting documents attached

- Civil Defense Siren Maintenance Agreement

Recommendation

Approve the Civil Defense Siren Maintenance Agreement

Action Needed Public Hearing Motion Emergency Clause

CIVIL DEFENSE SIREN MAINTENANCE AGREEMENT

This AGREEMENT, made and entered into this 20th day of September, 2016, by and between the City of Guthrie, a municipal corporation (hereinafter “City”) and Joe Goddard, d.b.a./Goddard Enterprises (hereinafter “Contractor”).

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

TERM: The term of this Agreement shall be for one (1) year, commencing on the 1st day of October, 2016, and ending on the 30th day of September, 2017, unless either the City or Contractor gives a thirty-day written notice.

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

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

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

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

Office: 405-830-9057

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

- A. The Contractor shall supply miscellaneous repair parts and bill the cost of same, plus Twenty-Five percent (25%), to the City. Contractor shall warrant said parts and replace or repair the same without additional cost to the City should they fail to operate or prove defective within ninety (90) days of installation.

- B. Parts costing \$250 or more shall be purchased through the City's purchasing process. The Contractor shall obtain a purchase order number from the Purchasing Department for said parts and purchase same from Contractor's vendor at government pricing. The Contractor shall supply the City's Purchasing Department with a list of possible vendors in order to expedite processing.

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

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

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

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

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

City: City Clerk
City of Guthrie, Oklahoma
PO Box 908
Guthrie, OK 73044-0908

Contractor: Goddard Enterprises
11950 Thousand Oaks Drive
Edmond, OK 73034-9706

TIME OF THE ESSENCE: Time is of the essence of this Agreement.

ASSIGNMENT: This Agreement shall not be subject to assignment without thirty (30) days prior written notice to the City and the express written consent of City.

NON-APPROPRIATION OF FUNDS: Notwithstanding anything in this Agreement to the contrary, should the City Council of the City of Guthrie fail or refuse to appropriate and budget sufficient funds to pay its obligations under this Agreement or any extension thereof, then this Agreement or extension shall terminate as of September 30 of the fiscal year without any requirement to notify Contractor.

In witness whereof the City and Contractor have caused this Agreement to be duly executed.

JOE GODDARD, DBA
GODDARD ENTERPRISES

Authorized Signature

Title: _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

This instrument was acknowledged before me on _____, 20____, by Joe Goddard as owner of Goddard Enterprises.

Notary Public

My commission expires _____, 20____.

CITY OF GUTHRIE

Mayor

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

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

Notary Public

My commission expires _____, 20____.

EXHIBIT A

SIREN LOCATIONS

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



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	September 20, 2016	Kim Biggs,
<input type="checkbox"/> GPWA		City Clerk / Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Discussion and possible action regarding the renewal of the Honor Park Lease Agreement between the City of Guthrie and the American Legion.

Summary

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

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

Supporting documents attached:

- Honor Park Lease Agreement, 1 pg.

Recommendation

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

Action Needed Public Hearing Motion Emergency Clause



HONOR PARK LEASE AGREEMENT

THIS Lease Agreement entered into this ____ day of _____, 2016, between the City of Guthrie, Oklahoma, a municipal corporation (hereinafter called "City") and American Legion Post No. 58 (hereinafter called "Tenant"); and

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

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

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

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

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

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

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

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

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

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

Executed this _____ day of _____, 2016.

AMERICAN LEGION POST NO. 58

By: _____

CITY OF GUTHRIE

By: _____

Mayor



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting

September 20, 2016

Contact

Kim Biggs,
 City Clerk/Treasurer

Agenda Item

Discussion and possible action regarding the agreement between the City of Guthrie and Logan Community Services, Inc. for temporary shelter care for juveniles.

Summary

The proposed agreement is a renewal for one year beginning October 1, 2016 through September 30, 2017. Logan Community Services, Inc. has the facilities to provide temporary shelter care and is fully certified by the Oklahoma Department of Mental Health and Substance Abuse Services for those individuals determined to be appropriate for temporary shelter care. When deemed appropriate, the City may refer individuals to the Logan Community Services, Inc. for juvenile or youth shelter care. The City of Guthrie has contracted for said services with Logan Community Service, Inc. for twenty-five years. In FY 2017 budget, \$1,500 has been appropriated for temporary shelter care for juveniles.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>01-07-70-6345</u>	Amount	<u>\$1,500 in FY 2017</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same as last year</u>

Supporting documents attached

- Agreement

Recommendation

Approve the agreement with the Logan Community Service, Inc.

Action Needed Public Hearing Motion Emergency Clause

AGREEMENT

This AGREEMENT, made and entered into on the ____ day of _____, 2016, by and between the City of Guthrie, Oklahoma, a municipal corporation (hereinafter “CITY”), and Logan Community Services, Inc., a non-profit Oklahoma corporation (hereinafter “LCS”).

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

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

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

1. **TERM.** The term of the Agreement shall be for one (1) year, commencing on October 1, 2016 and ending September 30, 2017 subject to the provisions of paragraph 5.
2. **SERVICES.** When deemed appropriate, the CITY may refer individuals to the LCS for juvenile or youth shelter care, or drug or alcohol counseling services. Upon receipt of a written request from the Guthrie City Manager, or his or her designee, the LCS shall provide such services.
3. **COMPENSATION.** For provision of the services covered by this Agreement, the CITY shall pay to the LCS One Thousand Five Hundred Dollars (\$1,500.00) annually, said compensation to be paid in twelve (12) equal monthly installments of One Hundred Twenty-Five Dollars (\$125.00) each. It is expressly agreed that the CITY shall bear no obligation, financial or otherwise, to pay the cost for any provision of juvenile shelter care or drug or alcohol counseling service not authorized in advance by the CITY, or any substance abuse treatment or rehabilitation.
4. **REPORTING.** Not later than fifteen days following the close of each quarter, LCS shall prepare and submit to the Guthrie Chief of Police, or his or her designee, a confidential written report covering the preceding calendar quarter that shows:
 - 4.1. Names of the juveniles who received shelter care or drug or alcohol counseling services and a summary of the services provided to each.
 - 4.2. The total number of juvenile-shelter days and juvenile-counseling hours provided for shelter care and drug or alcohol counseling, respectively.

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

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

“LCS”
Logan Community Services, Inc.

ATTEST: (Seal)

President

Secretary

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

ATTEST: (Seal)

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 20, 2016	Contact Bruce Johnson, City Manager
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Agenda Item

Discussion and possible action on Fiscal Year 2017 contract with First Capital Neighborhood Solutions.

Summary

The Guthrie non-profit First Capital Neighborhood Solutions (FCNS) offers assistance and programs to Guthrie residents to enhance citizens' financial well-being and home ownership, provide neighborhood and home improvements and beautification, grants, etc.

In exchange for and in support of these services to the Guthrie community, the City of Guthrie will pay FCNS \$5,000 per year and agrees to lease 2003 W. Warner and its property for \$1.00 per year.

This contract term is October 1, 2016 to September 30, 2017 with option to be modified in writing or cancelled with 60 calendar days' notice.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	01-00-00-5466	Amount	\$1.00 lease/rent
	TBD		\$5,000
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>09/16/2016</u>

Supporting documents attached

- Contract

Recommendation
 Approve contract.

Action Needed Public Hearing Motion Emergency Clause

CONTRACT

This Contract is entered into between the City of Guthrie, Oklahoma (“the City”), an Oklahoma municipality, with principal offices at 101 North 2nd Street in Guthrie, Oklahoma 73044 and First Capital Neighborhood Solutions Foundation (“FCNS”), a Domestic Not For Profit Corporation, with principle offices at 101 North 2nd Street in Guthrie, Oklahoma 73044;

Whereas, the City requires the services of FCNS as a service provider to the City in the completion of certain tasks related to the ongoing planning and operations of various community development programs to be applied for or currently administered by the City, as detailed herein;

WHEREAS, FCNS is a nonprofit organization with the missions to provide resources that will strengthen, develop, and improve neighborhoods in Guthrie and has agreed to provide said services, to the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below in the party’s contract;

Section 1

Term, Termination, and Expansion

- 1) The term of the contract shall be from October 1st, 2016 through September 30th, 2017.
- 2) The contract may be terminated for cause by either party with sixty (60) calendar days written notice to the addresses noted herein.

Section 2

Scope of Services

FCNS agrees to organize and provide the following services:

- 1) Neighborhood Watch groups
- 2) Grant assistance for neighborhood groups
- 3) Grant assistance and financial assistance to qualified individuals repairing their homes
- 4) Financial assistance to qualified borrowers for home ownership
- 5) Financial counseling and credit report repair
- 6) Workshops and forums
- 7) Beautification programs
- 8) Speakers Bureau
- 9) A mechanism for neighborhoods and City Hall to work together
- 10) FCNS will provide ongoing technical services to the City on an on-demand basis for such other tasks as the City may determine.

Section 3
Payment Schedule, Terms and Conditions

- 1) The City agrees to lease 2003 W. Warner and its property to the FCNS for the amount of \$1.00 per year.
- 2) The City agrees to pay FCNS \$5,000.00 per year to organize and provide services in Section 2.

Section 4
Understanding and Authorization

This Contract shall constitute the entire understanding of the parties and any other understanding or representation of any kind shall not be binding upon either party. Each party represents that they are authorized by their organization to enter into this Contract and to bind their organization to its terms.

Section 5
Modification

Any modification of this Contract or additional obligations assumed by either party in connection with this Contract shall be binding only if placed in writing and signed by each party or an authorized representative thereof. Should any portion of this Contract be found to be invalid it shall not be deemed to invalidate the entire Contract.

Section 6
Assignment

The rights of either party under this agreement may not be assigned or transferred to any other person, firm, corporation or other entity, without the prior, express written consent of the other.

Section 7
Law

This Contract shall at all times be governed, construed and enforced by the laws of the State of Oklahoma. Prior to any litigation, disputes arising from this Contract shall be subject to arbitration as defined in accordance with the laws of the State of Oklahoma. The venue for any and all arbitration shall be in Logan County, Oklahoma.

Section 8
Notifications and Record Retention

1) All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Guthrie at:
City of Guthrie
P.O. Box 908
Guthrie, OK 73044

To: First Capital Neighborhood Solutions at:
First Capital Neighborhood Solutions
P.O. Box 908
Guthrie, OK 73044

2) First Capital Neighborhood Solutions agrees to provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below, on this, the _____ of _____, _____.

The City of Guthrie

BY: _____

Steven J. Gentling, Mayor

DATE: _____

First Capital Neighborhood Solutions

BY: _____

Sue DuCharme, Director

DATE: _____



Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: September 20, 2016
Contact: Schellon Stanley, Airport Manager

Agenda Item

Consider approval of Ground Hangar Lease Agreement with Latham Investments, LLC to lease Hangar Space No. 32 to build a hangar 189' x 51', to include 8 ramps (15' x 43') for a total of 14,799 square feet.

Summary

Latham Investments wish to lease Hangar Space No. 32 and build a hangar 189' x 51', to include 8 ramps (15' x 43') for a total of 14,799 square feet at a rate of \$0.17 per square foot for 30 years with two 5-year options. Guthrie-Edmond Regional Airport Board recommends approval of this hangar lease. The lease will begin once FAA airspace approval and City Planning approval has been granted and received.

Funding Expected: [X] Revenue, [] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 98-98-00-5463, Amount: \$2,515.83 annually
Legal Review: [] N/A, [X] Required, Completed Date: 09/07/16

Supporting documents attached

- Hangar Space No. 32 Property Lease Agreement

Recommendation

Approve the Hangar Property Lease Agreement with Latham Investments, LLC to lease Hangar Space No. 32.

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

PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into **this 20th day of September, 2016**, by and between The City of Guthrie, Oklahoma, a municipal corporation, doing business as the Guthrie-Edmond Regional Airport hereinafter the "LESSOR", and **Latham Investments, L.L.C.**, hereinafter the "LESSEE".

WITNESSETH:

1. **PREMISES:** That the LESSOR in consideration of the payment in advance of the first year's rental listed below and the continuing obligation of LESSEE to timely pay annual rent in advance as herein provided, and in consideration of the other terms, provisions and covenants hereof, LESSOR hereby demises and leases to LESSEE, and LESSEE hereby rents and leases from LESSOR, the real property situated in the City of Guthrie, County of Logan, State of Oklahoma, more particularly described in Exhibit "A" attached hereto as a part hereof, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the premises and together with the building and other improvements situated or to be situated upon said premises (the said real property, building and improvements being hereinafter referred to as the "Premises").

TO HAVE AND TO HOLD the same for a term commencing on the **1st day of October, 2016 (the "Commencement Date")** and ending on the **1st day of October, 2046**, subject to termination as provided herein (the "Lease Term").

(a) **OPTIONS FOR RENEWAL:** The LESSEE is granted the option to renew this lease For an additional five (5) year term at the end of the lease term and a second option to renew for another five (5) year term after the expiration of the first option period if the first option to extend is exercised by Lessee. All terms of this lease shall apply to any renewal period under the exercise of the option or options.

2. **RENTALS:**

As rental for use of said premises, in addition to the other things to be done by LESSEE, the LESSEE agrees to pay the LESSOR in advance commencing the first day of execution of this lease agreement and in advance on each annual anniversary date the same annual rental amount during each of the remaining years of the lease, the annual rent consisting of the total amount set forth below:

Initial Annual Rental Amount: \$ 2,515.83 (Hangar 189' x 51'= 9,639sq.ft. / Ramps 15' x 43'= 645sq.ft. x 8 units= 5,160sq.ft. /14,799 x \$.17sq.ft.yr.)

The rental amount payable hereunder shall be subject to review and adjustment every five (5) years during the term of the lease as follows: The rental adjustment contemplated hereunder shall be based upon, but shall not exceed, the annual percentage increase in the consumer price index for each of the five (5) year periods immediately preceding the review date. The new annual rental thus calculated shall be the adjusted annual rental for the next five (5) year period. The LESSOR shall recalculate the adjusted annual rental and notify the LESSEE of the new of annual rental.

2. (a) PENALTY: If payments are not received when due a five percent (5%) penalty will be due if the payment is more than fifteen (15) days late. If payments are not received by the first of the subsequent month, an additional penalty of one percent (1%) of the unpaid rental/fee amount will be due. The one percent (1%) charge will be added on the first of each subsequent month until the unpaid rental/fee payment is made.

3. PURPOSE AND USE: The premises shall be used solely for purposes consistent with the operation of the Guthrie-Edmond Regional Airport or its successor(s) and the property leased hereunder shall be used continuously during the term of this agreement, for the storage of aircraft, and for those things directly attendant to LESSEE'S business operation of storage of aircraft and for no other purpose, except such as shall be from time to time permitted by LESSOR. The parties hereto shall comply with all the terms and conditions or prior resolutions of the LESSOR, concerning the operation of Guthrie-Edmond Regional Airport or its successor(s), with the ordinances, rules and regulations of the City of Guthrie, Oklahoma, and the parties hereto shall comply with, and this agreement shall be subject to, all other agreements with the Federal Aviation Administration, being an agreement between the LESSOR, and the United States of America acting through the Federal Aviation Administration relative to the operation and maintenance of the Guthrie-Edmond Regional Airport or its successor(s), which agreements are made a part hereof by reference as though the same appeared herein, together with any agreements with the Oklahoma Aeronautics Commission.

LESSEE shall abide by the rules formulated for the operation and maintenance of hangars at the Guthrie-Edmond Regional Airport or its successor(s), which may be adopted by LESSOR, provided such rules shall be applicable to all other LESSEES located on or doing business at Guthrie-Edmond Regional Airport or its successor(s), and for such other lawful purpose as may be incidental thereto.

LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary for such uses and purposes. LESSEE shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises.

No commercial business activities or enterprises shall be permitted within except for routine maintenance and repairs of LESSEE's aviation-related equipment by third parties.

It is understood and is the intent of the parties to permit LESSEE to engage in commercial aviation enterprises as from time to time necessitated; provided, that should LESSEE by action or by request indicate a continuing commercial activity other than the LESSEE's storage of aircraft, this lease shall be subject to review by the LESSOR, so that such LESSOR can require LESSEE to comply with the same standards as required of other Guthrie-Edmond Regional Airport hangar/lessees.

4. REPAIRS AND MAINTENANCE: LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto and shall suffer no waste or nuisance thereon. At the end of the Lease Term, or upon other termination of this lease, LESSEE shall deliver the Premises to LESSOR with all improvements thereon in good repair and conditions, reasonable wear and tear alone excepted, subject to Section 12 hereof.

(a) Painting of Buildings: During the original term of this Lease and during each extension, LESSOR shall have the right to require, not more than once every ten (10) years, that the metal exterior of hangar(s) or building(s) located on the premises be reviewed by the Guthrie Municipal Services Department for the purpose of determining whether painting of the exteriors of such buildings or hangars is necessary. If the Guthrie Municipal Services Department determines painting is necessary, it shall furnish a recommendation to this effect to the LESSOR. The LESSOR may require LESSEE to repaint said exteriors according to LESSOR's specifications (to specify color of paint, quality of workmanship and the year and month in which the hangar(s) or buildings(s) are to be painted, if needed.) LESSEE shall complete the painting in accordance with such specifications within one (1) year of receipt of notice from LESSOR. LESSEE agrees to pay all costs and expense involved in the hangar building painting process. Failure of LESSEE to complete the painting required by LESSOR within a one (1) year period shall constitute Lessee's default under this Lease.

5. ALTERATIONS: Construction of improvements upon the demised premises which would become a permanent improvement to the property, not subject to removal, must be approved by LESSOR. LESSEE shall at LESSEE'S sole expense, prepare plans and specifications for such buildings and improvements to be erected. Such building(s) shall comply in all regards to pertinent and applicable state and federal regulations, ordinances, resolutions, rules and regulations of the City of Guthrie, Oklahoma. Such plans and specifications shall be submitted to LESSOR for LESSOR'S written approval or any revisions required by LESSOR. LESSOR shall not unreasonably withhold such approval, and in the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reason therefore within thirty (30) days after the same are submitted to LESSOR.

(a) LESSEE shall not make any permanent alterations, additions, or improvements to the Premises without the prior written consent of LESSOR.

(b) Alterations, improvements and changes permitted. LESSEE shall have the right to make such alterations, improvements, and changes to any building which may from time to time be on the Premises, as LESSEE may deem necessary, or to replace any such building with a new one of at least equal value, provided that prior to making any such structural alterations, improvements, or changes, or to replace any such building, LESSEE shall obtain LESSOR'S written approval of plans and specifications therefore, which approval LESSOR shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements or changes, or that any proposed new building is at least equal in value to the one which it is to replace, as the case may be. In the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reasons therefore. If LESSOR does not disapprove the plans and specifications provided for in this section within thirty (30) days after the same have been submitted to LESSOR, such plans and specifications shall be deemed to have been approved by LESSOR. LESSEE will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of such building, or that will adversely affect the structural integrity of the building.

(c) Private Hangar Construction Specifications. Any new building or structure or new portion thereof, constructed by LESSEE on the Premises after the effective date hereof, and all alterations, improvements, changes or additions made in or to such Premises after the effective date hereof shall be the property of LESSEE who expressly agrees to comply with the specifications for Private Hangar construction as attached as Exhibit B. The hangar shall become LESSOR'S property on expiration or termination of this lease.

(d) Private Hangar Construction. Construction of a new building, that is not replacement of an existing building, shall commence within six (6) months from the effective date hereof. Said hangar construction shall be completed within 120 days thereafter. This lease cannot be assigned or transferred unless the hangar is complete and Certificate of Occupancy is issued by the City of Guthrie. Failure to comply with this provision is a material event of default.

6. SIGNS: LESSEE shall have the right to install a sign upon the exterior of any building, located upon the Premises, such sign to be approved in writing, in advance, by LESSOR, and subject to any applicable governmental laws, ordinances, regulations, historical guidelines, or other requirements. LESSEE shall remove all such signs upon the termination of this Lease. Such installments and removal shall be made in such manner as to avoid injury or defacement of any building and other improvements.

(a) LESSOR shall provide and install the correct building number on the exterior of the building. LESSEE shall be charged a fee of \$40.00 to cover the cost of purchase/installation of the sign. The correct building number shall be affixed to the building in the most visible location. The sign is not to be removed from the building.

7. INSPECTION: LESSOR and LESSOR'S officers, officials, employees, agents and appointed representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours upon twenty four (24) hours notice by telephone or by posting written notice upon the Premises (in emergencies at all times with or without notice) for the purpose of ascertaining the condition of the Premises. LESSEE shall provide such key(s) to the LESSOR as may be necessary to afford emergency access to the Premises and if not LESSOR shall bear no responsibility or liability for damages incurred, if any, in gaining access. LESSOR and the LESSOR'S agents and appointed representatives shall have the right to enter the Premises at any reasonable time prior to the expiration of this Lease Term.

8. UTILITIES: LESSEE shall arrange and pay for all utilities furnished to the Premises including water, gas, fuel, telephone, electricity, garbage, and sewage. LESSEE shall pay for all janitorial and cleaning costs for such services provided to the Premises.

9. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign or transfer this lease, nor any interest herein, without the prior written consent of LESSOR, signed by the Mayor for the City of Guthrie, Oklahoma, and a consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of LESSOR terminate this lease. LESSOR shall not, however, unreasonably withhold its approval or consent to assign. Neither this lease nor the leasehold estate of LESSEE hereunder in the demised premises, or any building or improvements thereon, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this lease. LESSEE shall provide a written list of tenants/sub lessees from time to

time as such tenant(s) change including name(s), mailing address and telephone number. LESSEE shall provide a copy of all leases or subleases to the LESSOR at the time of execution of said lease or sublease.

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

10. INSURANCE: LESSEE, shall, at its expense, keep in effect during the term or renewal term of this Lease the following insurance in standard form policies with an insurance company or companies authorized to do business in Oklahoma:

(a) Liability Insurance: Upon the execution of this Lease, LESSEE shall procure and maintain continuously in effect during the entire term of this Lease and any renewal thereof with respect to the Premises, insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or death of any person or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the premises or any part thereof. All such insurance shall be issued by a company licensed to do business in the state of Oklahoma and shall be at least in the amount of \$1,000,000.00 for any one occurrence. The policy shall contain an endorsement stating that both the City of Guthrie, Oklahoma and the City of Edmond, Oklahoma are included as a named insured party.

(b) Property Insurance. Upon the execution of this Lease, LESSEE shall procure, and maintain continuously during the term of this Lease, and any renewal thereof, insurance to the extent of the full insurable value of the building and improvements, other than land and building foundations, all-risk insurance, subject only to the standard exclusions contained in the policy in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. The policy shall contain an endorsement stating that the City of Guthrie, Oklahoma is included as a named insured party.

(c) LESSOR'S right to pay premiums on behalf of LESSEE. All of the policies of insurance referred to in this section shall be written in a form satisfactory to LESSOR by insurance companies licensed to do business in the State of Oklahoma. LESSEE shall pay all of the premiums therefore and deliver such policies, or a certificate thereof, to LESSOR, and in the event of a failure of LESSEE either to affect such insurance in the names herein called for or to pay the premiums therefore or to deliver such policies, or certificates thereof, to LESSOR. LESSOR shall be entitled, but shall have no obligation, to affect such insurance and pay the premiums therefore, which premiums shall be repayable to LESSOR with the next installment of rental, and failure to repay the same shall carry with it the same consequences as failure to pay any installment of rental. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LESSOR, that it will give to LESSOR thirty (30) days written notice before the policy or policies in question shall be altered or cancelled. LESSOR agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by LESSEE. The City Manager of the City of Guthrie may approve the policy of insurance as set forth in this paragraph for the LESSOR.

11. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE'S servants, employees, agents, contractors, guests, patrons, invitees, or visitors, or to any other persons whomsoever, for any injury to persons or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, its agents, contractors, guests, servants, or employees, or implied invitation of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify the LESSOR and hold it harmless from any liability, judgments, causes of action, loss, expense or claims, including attorneys' fees, arising out of any such damage or injury; except injury to persons or damage to property, the sole cause of which is the intentional, willful or wanton misconduct of LESSOR.

12. DAMAGE OR DESTRUCTION OF PREMISES: In the event of damage or destruction to the leased premises, or any part thereof, LESSEE shall, at LESSEE's sole risk and expense, proceed with reasonable diligence to rebuild or repair the premises to substantially the condition which the premises existed prior to such damage. In the event that LESSEE should fail to complete such repairs or rebuilding within a reasonably prudent time, LESSOR may, at LESSOR's sole option, terminate this Lease by delivering written notice of termination to LESSEE, whereupon all rights and obligations thereafter accruing hereunder shall cease. LESSEE shall notify LESSOR as soon as is reasonably possible but, in any event, within forth-five (45) days of casualty, as to the length of time repairs to the premises will require.

All casualty insurance proceeds checks on the facility shall be made payable to LESSOR and LESSEE jointly and are to be used for the purpose of repairing or rebuilding of the facility in the event of loss.

Rent shall not abate during the period of repair or reconstruction of the premises.

13. HOLDING OVER: It is agreed that any holding over of the Premises by LESSEE after the expiration of the Lease Term or any extension or renewal thereof, by lapse of time or otherwise, shall operate and be construed as a tenancy of sufferance at One twelfth (1/12) of the annual rental provided for herein. If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is the property of LESSEE, and in the event that such property is owned by someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR, its officials, officers, employees, agents and contractors harmless from all suits, actions, claims, liability, loss, damages and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR, its officials, officers, employees, agents or contractors.

14. QUIET ENJOYMENT. LESSOR represents and warrants that it is seized of the demised premises in fee simple and has full right and authority to enter into this Lease and that LESSEE upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the terms hereof without hindrance or molestation from LESSOR, subject to the terms and provisions of this Lease.

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

(a) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay the taxes described in paragraph 23, or for the insurance described in paragraph 10, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date LESSOR has provided written notice of such failure to pay by certified first class U.S. Mail, postage prepaid whether actually received or not in the event the LESSEE fails or refuses to accept delivery of such certified mail..

(b) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.

(c) Failure of LESSEE to occupy the Premises for the purposes set forth in Section 3 hereof continuously for a period exceeding sixty (60) days without providing written notice of such action to LESSOR within said sixty (60) day period and a statement of how LESSEE intends to use the PREMISES for said aviation hangar purposes for the remainder of the Lease Term.

(d) LESSEE shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this paragraph), and shall not cure such failure within thirty (30) days after written notice thereof from LESSOR.

(e) Failure of LESSEE to pay any rental installment or appropriate portion thereof when due for a period of thirty (30) days or more from the due date shall constitute an event of default and if not paid or cured within said thirty (30) day grace period, shall result in the termination of the Lease and all rights hereunder.

(f) Failure of LESSEE to comply with the provisions of Paragraph 5 (d) Private Hangar Construction.

16. REMEDIES: Upon the occurrence of any of such events of default described in paragraph 15 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

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

(b) Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.

(c) Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution or any claim for damages therefore, and relet the Premises on such terms as LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.

(d) Without terminating this Lease, terminate LESSEE'S right to possession of the Premises.

(e) Without terminating this Lease or the LESSEE'S rights to possession hereunder, enforce all of its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under the Lease.

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

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

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

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

16A. ECONOMIC NONDISCRIMINATION: LESSEE shall, to the extent it provides or furnishes services to the public at the Guthrie-Edmond Regional Airport, or its successor(s), provide or furnish such services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.

17. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE:

During the term of this Lease all new buildings, alterations, changes, additions, and/or improvements placed upon the City of Guthrie's real property by LESSEE shall remain the property of the LESSEE subject to LESSORS equitable title. On termination of this Lease for any cause, the City of Guthrie shall become the owner of any buildings, alterations, changes, additions and/or improvements on the demised premises.

18. LESSOR'S LIEN: (a) In addition to any statutory lien for rent in LESSOR'S favor, LESSOR shall have and LESSEE hereby grants to LESSOR a continuing security interest for all rentals and other sums of money becoming due hereunder from LESSEE, upon the building and all fixtures and furniture of LESSEE situated on the Premises, and such property shall not be removed there from without the consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR herein under

shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to LESSEE. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereof.

(b) LESSEE may not encumber in any manner its leasehold interest and estate in the demised premises or any improvements placed by LESSEE thereon without the prior written consent of LESSOR, signed by the Mayor of the City of Guthrie.

19. MECHANIC'S LIENS: LESSEE shall have no authority, express and implied, to create or place any lien or encumbrance, of any kind or nature whatsoever, upon, or in any manner to bind the interest of LESSOR in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with LESSEE, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to LESSEE by this instrument. LESSEE covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold LESSOR harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the LESSOR in the Premises or under the terms of this Lease.

20. NOTICES: Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by LESSOR to LESSEE or with reference to the sending, mailing, or delivery of any notice or the making of any payment by LESSEE to LESSOR shall be deemed to be complied with, when and if the following steps are taken:

(a) All rent and other payments required to be made by LESSEE to LESSOR hereunder shall be payable to the City of Guthrie at the address herein below set forth or at such other address as LESSOR may specify from time to time by written notice delivered in accordance herewith. Payments should be mailed to: City of Guthrie, P. O. Box 908, Guthrie, OK 73044.

(b) All payments required to be made by LESSOR to LESSEE hereunder shall be payable to LESSEE at the address herein below set forth, or at such other address within the continental United States as LESSEE may specify from time to time by written notice delivered in accordance herewith.

(c) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LESSOR:

The Mayor and City Council
for the City of Guthrie, Oklahoma
% Airport Manager
P.O. Box 908
Guthrie, OK 73044

The Mayor and City Council
For the City of Edmond, Oklahoma
P.O. Box 2970
Edmond, OK 73083

COPY TO:

Guthrie City Manager
P.O. Box 908
Guthrie, Oklahoma 73044

LESSEE:

Latham Investments, L.L.C.
6288 Boucher Drive
Edmond, OK 73034

If and when included within the term "LESSOR", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to LESSOR; if and when included within the term "LESSEE", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for the joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to LESSEE. All parties included within the terms "LESSOR" and "LESSEE" respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

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

22. ABANDONMENT: LESSEE shall not vacate or abandon the Premises at any time during the lease term unless required to do so by duly authorized legal authority.

23. TAXES: (a) LESSEE agrees to pay, when due, all taxes and assessments levied or assessed as they become due, promptly and before delinquency.

LESSEE shall pay any ad valorem taxes on the premises should said premises ever be assessed by the Logan County Assessor or Treasurer.

24. LEASE IS SUBJECT TO ALL AVIATION LAWS: This Lease is subject to all present and future laws, rules and regulations, both state and federal as well as local laws, rules and regulations, airports in general, and especially municipal airports, and if necessary, shall be modified and amended from time to time in order to comply and conform therewith.

25. MISCELLANEOUS: (a) Words of any gender used in this lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural unless the context otherwise requires.

(b) The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

(c) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise described the scope or intent of this Lease, nor in any way affect the interpretation of this Lease.

(d) LESSEE agrees, from time to time, within thirty (30) days after required of LESSOR, to deliver to LESSOR, or LESSEE'S designee, an estoppels certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by LESSOR.

(e) This Lease may not be altered, changed, or amended except by an instrument in writing signed by both parties hereto.

(f) There shall be no merger of this Lease, nor of the leasehold estate created by it, with the fee estate in the Premises, by reason of the fact that this Lease, or the leasehold estate created by it, may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises.

(g) LESSEE accepts this Lease subject and subordinate to any first mortgage, deed of trust or other first lien presently existing or hereafter arising upon the Premises and to any renewals, refinancing and extensions thereof, but LESSEE agrees that any such first mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. LESSOR is hereby irrevocably vested with full power and authority to hereby subordinate this Lease to any first mortgage, deed of trust or other first lien now existing or hereafter placed upon the Premises and LESSEE agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as LESSOR may request.

(h) LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner pledge its interest in this Lease as collateral for any indebtedness whether in connection with the Premises or otherwise without the prior written consent of LESSOR.

(i) LESSEE shall execute such attornment agreement to any mortgagee of LESSOR as such mortgagee shall reasonably require within 15 days from such request; provided, however, that such attornment agreement(s) shall be reasonably satisfactory as to form and content to LESSOR.

(j) The invalidity, or unenforceability in particular circumstances, of any provision of this Lease shall not extend beyond such provision or circumstance and no other provision hereof shall be affected.

(k) The laws of the State of Oklahoma shall govern the interpretations, validity, performance, and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and unenforceability of the remaining provisions of this Lease shall not be affected.

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

"LESSOR"
The City of Guthrie

ATTEST: (Seal)

City Clerk

by: _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof as its Mayor, to the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

My Commission Expires:

APPROVED AS TO FORM AND LEGALITY

City Attorney

Notary Public

"LESSEE"

By: _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof as its President, to the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

My Commission Expires:

Notary Public

EXHIBIT "A"

The following described real property situate in the City of Guthrie, Logan County, Oklahoma, to-wit:

Hangar Lot #32





Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: September 20, 2016, Contact: Schellon Stanley, Airport Manager

Agenda Item

Consider approval of the Cooperative Service Field Agreement between City of Guthrie Oklahoma d/b/a Guthrie Edmond Regional Airport and the US Department of Agriculture/Wildlife Services for removal of deer, coyotes, and other nuisance wildlife threatening aircraft and human health on the airport property.

Summary

This request for approval on the attached Agreement is to assist in the control and eradication of nuisance wildlife at the Guthrie-Edmond Regional Airport.

The Airport will contract with the USDA to assist in wildlife mitigation when required for an annual rate of \$800. This service is budgeted for annually in the airport budget, which is reimbursed at 50% by the City of Edmond. It is requested that the Council consider approval of agreement between the USDA and the Guthrie-Edmond Regional Airport.

Funding Expected: Revenue, Expenditure, Budgeted: Yes, No, Account Number: 98-98-00-6373, Amount: \$800.00, Legal Review: N/A, Required, Completed Date:

Supporting documents attached

- Cooperative Service Agreement between Guthrie Edmond Regional Airport and the US Department of Agriculture

Recommendation

Approval of Agreement/Contract and authorize the Mayor to sign the Agreement.

Action Needed: Public Hearing, Motion, Emergency Clause

COOPERATIVE SERVICE FIELD AGREEMENT
between
City of Guthrie Oklahoma d/b/a Guthrie Edmond Regional Airport **(Cooperator)**
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described below.

Removal of deer, coyote, and other nuisance wildlife threatening aircraft and human health and safety by using legal and approved methods.

ARTICLE 2

Under the Act of March 2, 1931, as amended (7 USC 426), and the Act of December 22, 1987 (7 USC 426c), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for urban rodent control, is authorized to conduct activities to control nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

APHIS-WS and the Cooperator agree:

ARTICLE 3

1. APHIS-WS will provide the requested wildlife damage management service;
2. The Cooperator will provide, at time of service, a certified or cashier's check, personal check or money order payable to USDA, APHIS in the amount of \$ 800.00 for: deer, coyote, and wildlife management
3. The monies received by APHIS-WS will be used for the purpose stated above.
4. The performance of WDM actions by APHIS-WS under this Agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested WDM actions until it has made the determination of such compliance.
5. Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of controlling wildlife damage.
6. That APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

ARTICLE 4

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate the requisitioning agency upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides the Agency funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

ARTICLE 6

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

This Agreement shall become effective October 1, 2016, and shall continue through September 30, 2017 not to exceed one year. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

Cooperator Name, Address, and Phone Number

City of Guthrie/Guthrie Edmond Regional Airport
520 Airport Rd.

Guthrie, OK 73044

Phone Number

Fax Number

Cooperator's Signature

Date

WS Representative Signature

Date

State Director's Signature

Date

Cooperator's Tax ID No. or Social Security No.



Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
September 20, 2016

Contact
Kim Biggs,
City Clerk/Treasurer

Agenda Item

Discussion and possible action regarding Resolution No. 2016-17 adopting the FY 2017 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds.

Summary

Staff has prepared and achieved a balanced budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds for Fiscal Year 2017. The proposed budget has been presented and discussed with the Mayor and City Council. A public hearing was held on September 6, 2016 for public comments. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2016-17 provides the City Manager with the flexibility to control the Budget and amend one account to another within the same department or from one department to another within the same fund, without prior approval of the Council or Trustees, all as provided in Title 11 O.S. §17-215. Also, the proposed resolution provides the City Manager with the authority to submit grant applications for grants without prior approval of the Council or Trustees.

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	_____

Supporting documents attached:

- Resolution No. 2016-17
- Exhibit A

Recommendation

Approval of Resolution No. 2016-17, adopting the Fiscal Year 2017 Budget for the General Fund and Miscellaneous Funds.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION NO. 2016-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE
ADOPTING THE FISCAL YEAR 2017 BUDGET FOR THE GENERAL FUND
AND MISCELLANEOUS FUNDS; AND AUTHORIZING THE CITY MANAGER
TO MAKE TRANSFERS WITHIN SAID FUNDS.**

WHEREAS, the Council of the City of Guthrie, Oklahoma, has conducted a public hearing on the FY 2017 Annual Budget on September 6, 2016 and have completed the budget process in accordance with Title 11 O.S. §17-201, et seq.; and

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

WHEREAS, the City Council has determined that the Annual Budget meets the needs of the citizens of the City of Guthrie for Fiscal Year 2017; and

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

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

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

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

1. The appropriations of the Annual Budget contained in the attached Exhibit “A” are hereby adopted and incorporated herein by reference.
2. The interfund transfers included with the Budget are hereby approved.
3. The City Manager is authorized to proceed with implementation of the FY 2017 Annual Budget and to purchase, when necessary, the appropriate equipment or projects specified therein, subject to established policies governing expenditures, purchasing or contracts.

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

*** END ***

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma, on the 20th day of September, 2016, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et. seq.)

Steven J. Gentling, Mayor

ATTEST: (Seal)

Kim Biggs, City Clerk

Approved as to form and legality on _____, 2016.

Randel Shadid, City Attorney

EXHIBIT A

BUDGET SUMMARY

	General	Fire/EMS	Grants	Hotel/Motel	Capital	Cemetery	
	Fund	Fund	Fund	Tax Fund	Projects Fund	Care Fund	
REVENUES:							
Budgeted Fund Balance	\$ 548,508	\$ -	\$ 48,672	\$ -	\$ 3,000,000	\$ 2,425	
Interfund Transfer	\$ 2,592,683	\$ 1,384,083	\$ 169,601	\$ -	\$ 1,656,371	\$ -	
Interest Income	\$ 3,000	\$ 450	\$ 350	\$ 250	\$ 450	\$ 75	
Miscellaneous Income	\$ 145,000	\$ 10,000	\$ -		\$ -	\$ -	
Fees & Permits	\$ 313,700	\$ -	\$ -	\$ -	\$ -	\$ -	
Taxes	\$ 7,192,365	\$ -	\$ -	\$ 205,000	\$ -	\$ -	
Cemetery Lot/Interment/Fee	\$ 90,500	\$ -	\$ -	\$ -	\$ -	\$ 11,500	
Rents & Royalties	\$ 26,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Sale of Assets	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Intergovernmental	\$ -	\$ 393,537	\$ 1,192,884	\$ -	\$ -	\$ -	
Enhanced 911 Revenue	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ -	
Charges for Services	\$ 21,000	\$ 738,250	\$ -	\$ -	\$ 235,000	\$ -	
Municipal Court Fines	\$ 260,000	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS:	\$ 11,212,756	\$ 2,526,320	\$ 1,411,507	\$ 205,250	\$ 4,896,321	\$ 14,000	
	Stabilization	USDA Rural	Airport				
	Fund	Development	Fund	GEDA			
REVENUES:							
Budgeted Fund Balance	\$ 169,601	\$ -	\$ 35,000	\$ -			
Interfund Transfer	\$ 65,000	\$ -	\$ 49,560	\$ -			
Interest Income	\$ 4,200	\$ 85	\$ 450	\$ 40			
Partnership/Edmond	\$ -	\$ -	\$ 122,132	\$ -			
Rents & Royalties	\$ -	\$ -	\$ 26,982	\$ 17,620			
Repay Loan	\$ -	\$ 13,092	\$ -	\$ -			
Intergovernmental	\$ -	\$ -	\$ 338,400				
Charges for Services	\$ -	\$ -	\$ 11,000	\$ -			
TOTALS:	\$ 238,801	\$ 13,177	\$ 583,524	\$ 17,660			
EXPENDITURES:							
	Personal	Materials	Services	Capital	Debt	Fund	
	Services	& Supplies	& Charges	Outlay	Service	Transfers	Total
General Government	\$ 94,742	\$ 135,036	\$ 834,450	\$ -	\$ -	\$ 4,853,774	\$ 5,918,002
City Manager	\$ 207,908	\$ -	\$ 1,800	\$ -	\$ -	\$ -	\$ 209,708
Human Resources	\$ 165,240	\$ 7,000	\$ 15,600	\$ -	\$ -	\$ -	\$ 187,840
Building Services	\$ 93,227	\$ 1,350	\$ 500	\$ -	\$ -	\$ -	\$ 95,077
Finance	\$ 121,510	\$ -	\$ 6,650	\$ -	\$ -	\$ -	\$ 128,160
Community Development	\$ 118,932	\$ 1,450	\$ 20,200	\$ -	\$ -	\$ -	\$ 140,582
Economic Development	\$ 97,019	\$ 10,000	\$ 21,900	\$ -	\$ -	\$ -	\$ 128,919
Library Administration	\$ 220,835	\$ 43,100	\$ 2,407	\$ -	\$ -	\$ -	\$ 266,342
Police Administration	\$ 246,173	\$ 98,000	\$ 213,050	\$ -	\$ -	\$ -	\$ 557,223
Police Operations	\$ 1,118,790	\$ 61,500	\$ -	\$ 30,000	\$ -	\$ -	\$ 1,210,290
Police-Animal Control	\$ 97,397	\$ 8,500	\$ -	\$ -	\$ -	\$ -	\$ 105,897
Police-Criminal Investigations	\$ 307,575	\$ 2,500	\$ 3,500	\$ -	\$ -	\$ -	\$ 313,575
Police Code Compliance	\$ 45,550	\$ 750	\$ 70,345	\$ -	\$ -	\$ -	\$ 116,645
Police-School Resource Officer	\$ 221,358	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 221,858
Police-Communications	\$ 274,265	\$ 23,000	\$ 24,100	\$ -	\$ -	\$ -	\$ 321,365
Street	\$ 312,649	\$ 232,500	\$ 63,700	\$ -	\$ -	\$ -	\$ 608,849
Fleet	\$ 149,970	\$ 6,100	\$ 4,800	\$ -	\$ -	\$ -	\$ 160,870
Parks & Public Grounds	\$ 393,754	\$ 77,200	\$ 32,100	\$ -	\$ -	\$ -	\$ 503,054
Pool	\$ -	\$ 11,000	\$ 7,500	\$ -	\$ -	\$ -	\$ 18,500
TOTALS:	\$ 4,286,894	\$ 719,486	\$ 1,322,602	\$ 30,000	\$ -	\$ -	\$ 11,212,756
Fire-Suppression	\$ 878,313	\$ 67,700	\$ 46,490	\$ -	\$ -	\$ -	\$ 992,503
Fire-EMS	\$ 1,125,065	\$ 140,400	\$ 125,375	\$ -	\$ 37,097	\$ -	\$ 1,427,937
Fire-Administration	\$ 95,440	\$ 7,000	\$ 3,440	\$ -	\$ -	\$ -	\$ 105,880
TOTALS:	\$ 2,098,818	\$ 215,100	\$ 175,305	\$ -	\$ 37,097	\$ -	\$ 2,526,320

EXHIBIT A**BUDGET SUMMARY**

EXPENDITURES:	Personal	Materials	Services	Capital	Debt	Fund	
	Services	& Supplies	& Charges	Outlay	Service	Transfers	Total
MISCELLANEOUS FUNDS:							
Grant Fund	\$ -	\$ -	\$ -	\$ 1,411,507	\$ -	\$ -	\$ 1,411,507
Hotel/Motel Tax Fund	\$ -	\$ 71,415	\$ 41,075	\$ 68,410	\$ -	\$ 24,350	\$ 205,250
Capital Projects Fund	\$ -	\$ 1,015,084	\$ -	\$ 2,816,500	\$ 917,055	\$ -	\$ 4,748,639
Cemetery Care Fund	\$ -	\$ -	\$ -	\$ 14,000	\$ -	\$ -	\$ 14,000
Stabilization Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
USDA Rural Development Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Airport Fund	\$ 130,029	\$ 24,995	\$ 141,400	\$ 287,100	\$ -	\$ -	\$ 583,524
Economic Development Authority	\$ -	\$ -	\$ -	\$ -	\$ 15,220	\$ -	\$ 15,220



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	September 20, 2016	Kim Biggs,
<input type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Discussion and possible action regarding Resolution No. 2016-19 for the renewal of the lease-purchase agreement with Farmers & Merchants Bank for the period of one year commencing on October 1, 2016 and ending September 30, 2017.

Summary

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

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

Supporting documents attached

- Resolution No. 2016-19
- Letter from Barry Anderson

Recommendation

Approve Resolution 2016-19 for the renewal of the lease-purchase agreement with Farmers & Merchants Bank for the period of one year commencing on October 1, 2016 and ending September 30, 2017.

Action Needed Public Hearing Motion Emergency Clause

RESOLUTION FOR LEASE RENEWAL #9247700

WHEREAS, The City of Guthrie, Logan County, State of Oklahoma has entered into a Lease-Purchase Agreement with F&M Bank, Guthrie, Oklahoma on March 9, 2015, for certain Equipment and;

WHEREAS, the expiration date of foresaid Lease-Purchase Agreement is March 9, 2017 and WHEREAS it is the desire of the City of Guthrie to renew, extend and revitalize the said Lease-Purchase Agreement for the following described item(s).

- 2 – Police Interceptors
- 2 – ¾ ton Pickups
- 1 – 1 ton Pickup

THEREFORE, be it resolved that the Lease-Purchase Agreement with F&M Bank, Guthrie, Oklahoma is hereby renewed for the period of one year commencing on the 1st day of July 2016, and ending on the 30th day of March 2017.

Signed on this _____ day of _____, 2016

City of Guthrie, Logan County
State of Oklahoma

Mayor

F&M Bank


Barry L. Anderson
President

Attest: City Treasurer/Clerk



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: September 20, 2016, Contact: Cody Mosley, Community & Economic Development Director

Agenda Item

Discussion and possible action to appoint Mike Monahan, H.C. Patel and Jason Smedley to fill three vacancies on the Guthrie Convention and Visitor Board.

Summary

According to the Ordinance No. 3263, the City of Guthrie allows for seven members to serve on the Guthrie Convention and Visitor Board. Recruitment of volunteers to serve on the board began after terms of Heady Coleman, Trey Woods, and Debbie Prather expire on September 30, 2016. The appointment of these positions will expire in 2019.

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

Supporting documents attached

- A. Attaway application, S. Clift application, M. Monahan application, H. C. Patel application, J. Smedley application, T. Zserdin application, Ordinance No. 3263

Recommendation

Appoint three members to the Guthrie Convention and Visitor Board.

Action Needed: Public Hearing, Motion, Emergency Clause

Application for Volunteer Boards and Commissions

Name:: Aiya Attaway

Daytime Phone Number:: 405-620-XXXX

Evening Phone/Cell Phone:: Same as above

Home Address:: XXXX Bear Creek Road, Guthrie, Oklahoma, 73044

Email Address:: XXXX@yahoo.com

Occupation:: College Professor/Director of Music

Education Level:: Bachelors, Masters, some coursework completed toward Ph. D.

How long have you lived in Guthrie? : More than 10 years

Which board or commission interests you?: Convention and Visitor Board

Why are you interested in serving on this board or commission?: I am thrilled with the progress that Logan County/Guthrie has made in many improvements in a vast number of areas. This is becoming a community that people are loving which attracts more visitors, more business, revenue, recognition and so much more.

Being a member of this community for thirty years whose parents were born in Crescent and Guthrie and grew up in Guthrie, I feel that I have an insight in not only what we need, but also in what we want.

What civic activities have you been involved in during the past 3 years?: I have been involved in fund raising events for the Guthrie chapter of the Red Cross and also for God's Food Bank. I have organized Sunday evening singspirations for a local church and am very involved in education in our community. I have taught Guthrie's children and some adults, too, in private piano and voice lessons. I have also been a part of renovating some residential buildings in our community; I look at this effort as making Guthrie beautiful one house at a time.

What skills and/or experience will you contribute?: I have traveled extensively, speak two language fluently, have lived in another country, and feel that these facts lend to an understanding of what people from different walks of life are looking for in community. I have been a director of several departments in the job field and have started and operated my own business, successfully.

My English language and writing skills are above average and I believe that this aids any organization in oral and written presentations that might be needed. I have had great experience in organizing fund raising events and I know that this is needed at many levels in a community.

Reference 1:: Tony Carrillo,
405-408-XXXX

Reference 2:: Kim Domnick
405-274-XXXX

Reference 3:: Steve Brant
405-395-XXXX

Reference 4:: Brian Gorrell
405-245-XXXX

Reference 5:: George Mills
405-519-XXXX

Application for Volunteer Boards and Commissions

Name:: Sam Clift

Daytime Phone Number:: 405323XXXX

Evening Phone/Cell Phone:: same

Home Address:: XXX E Lamplighter Ct., Guthrie, OK 73044

Email Address:: sam.r.clift@gmail.com

Occupation:: Electrician

Education Level:: trade school and some college

How long have you lived in Guthrie? : More than 10 years

Which board or commission interests you?: Convention and Visitor Board

Why are you interested in serving on this board or commission?: I am interested in helping Guthrie succeed and utilize the CVB to attract and persuade people to visit Guthrie.

What civic activities have you been involved in during the past 3 years?: Current President of Guthrie Girls Softball Association. Former Board Member for Guthrie Baseball Association. Volunteer baseball and basketball coach.

What skills and/or experience will you contribute?: I believe I have great problem solving skills. I have a positive outlook on the future of Guthrie. I enjoy working as a team.

Reference 1:: Cody Mosley

Reference 2:: Kim Biggs

Reference 3:: Jessie Bryan

Reference 4:: Chris Evans

Reference 5:: Phil Nichols

Application for Volunteer Boards and Commissions

Name:: Mike Monahan

Daytime Phone Number:: 405-757-XXXX

Evening Phone/Cell Phone:: 405-757-XXXX

Home Address:: XXX West Orbit Drive

Email Address:: XXXXXXXXXX@yahoo.com

Occupation:: retired

Education Level:: B.S. in Education Drake University

How long have you lived in Guthrie? : 2 to 5 years

Which board or commission interests you?: Convention and Visitors Advisory Board

Why are you interested in serving on this board or commission?: I am on the 89ers committee and many years ago worked in concert promotions. Experience in the newspaper industry will be a value in promoting Guthrie

What civic activities have you been involved in during the past 3 years?: none

What skills and/or experience will you contribute?: Public Relations, budget knowledge, promotions

Reference 1:: Chuck Burtcher

Reference 2:: Jeff Chappell

Reference 3:: Mark Spradlin

Reference 4:: Gaylord Z. Thomas

Reference 5::

Name:: H. C. Patel

Daytime Phone Number:: 405 260 XXXX

Evening Phone/Cell Phone:: 912 381 XXXX

Home Address:: XXX Heather Road, Guthrie, Oklahoma 73044

Email Address:: XXXXXX@hotmail.com

Occupation:: General Manager

Education Level:: Masters - accounting

How long have you lived in Guthrie? : 2 to 5 years

Which board or commission interests you?: Convention & Visitors Board

Why are you interested in serving on this board or commission?: To assist in the growth of Guthrie in Tourism, Business, and community well being.

What civic activities have you been involved in during the past 3 years?: Guthrie Chamber of Commerce - Vice Chair of Board of Directors.

Guthrie Kiwanis Club - Board of Director

Asian American Hotels Owners Association

What skills and/or experience will you contribute?: 20 years in hospitality industry as a owner operator and management company.

Reference 1:: Dr Arvind Bhakta, Norman, Oklahoma
405 808 XXXX

Reference 2:: Newt Cornwell, Guthrie, Oklahoma
405 816 XXXX

Reference 3:: Mike Spann, Quail Creek bank
405 627 XXXX

Application for Volunteer Boards and Commissions

Name:: Jason Smedley

Daytime Phone Number:: 405293XXXX

Evening Phone/Cell Phone:: 405293XXXX

Home Address:: XXXX W. Washington Ave., Guthrie, OK 73044

Email Address:: XXXXXXXXXXXX@unifyingsolution.com

Occupation:: Business Owner

Education Level:: Bachelor of Technology

How long have you lived in Guthrie? : More than 10 years

Which board or commission interests you?: Convention and Visitor Board

Why are you interested in serving on this board or commission?: I have always viewed the outstanding value of creating events that bring in visitors from both our own community and communities surrounding our amazing town. I am very interested in helping further our goals of ensuring the future of both the historical and cultural values of Guthrie!

What civic activities have you been involved in during the past 3 years?: Red Brick Nights, #ChooseGuthrie, Civic Hacking (Tulsa)

What skills and/or experience will you contribute?: I have a deep understanding of technology and advertising in respects to how people engage with content. I also love this town and that is something that I have to fight against almost weekly with my peers who claim the town has nothing to do. Together I believe we can make Guthrie an even bigger destination than it already is.

Reference 1:: Matt Schneeberger, 405-312-XXXX

Reference 2:: Darryl Gellenbeck, 405-409-XXXX

Reference 3:: Zack Wilkins, 405-565-XXXX

Reference 4::

Reference 5::

Additional Information: Form submitted on: 8/7/2016 12:56:46 PM
Submitted from IP Address: 68.15.106.3

Name:: Tracy Zserdin

Daytime Phone Number:: 282-XXXX

Evening Phone/Cell Phone:: 496-XXXX

Home Address:: XXXX S Ripley Rd
Ripley, OK 74026

We are going to move into Guthrie within the next year.
We did live here in 2014.

Email Address:: XXXXX@GuthrieChamber.com

Occupation:: President & CEO of the Guthrie Chamber of Commerce

Education Level:: Associate Degree

How long have you lived in Guthrie?
: not checked

Which board or commission interests you?: CVB

Why are you interested in serving on this board or commission?: I think Guthrie has so many exciting things happening and I would love to be involved in helping it grow.

What civic activities have you been involved in during the past 3 years?: Chamber of Commerce
USA Team Leader for Team Red Bowl

What skills and/or experience will you contribute?: I am outgoing, caring and energetic. I connect well with others. I am a team player.

Reference 1:: Heady Coleman - 414-XXXX

Reference 2:: Trey Woods 808-XXXX

Reference 3:: Melissa Vincent - 593-XXXX

Reference 4:: Lisa Urrutia - 615-XXXX

Reference 5:: Cynthia Benson - 630-XXXX

ORDINANCE NO. 3263

AN ORDINANCE CREATING ARTICLE TEN TO CHAPTER SEVEN TO THE GUTHRIE CODE OF ORDINANCES ESTABLISHING A GUTHRIE CONVENTION AND VISITOR BUREAU AND THE GUTHRIE CONVENTION AND VISITOR BOARD, AND SETTING FORTH THE PURPOSE, REQUIRMENTS FOR TERM OF OFFICE, POWERS, AND DUTIES OF THE MEMBERS; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1. A new Article 10 to Chapter 7 of the Guthrie Code of Ordinances is hereby adopted as follows:

**ARTICLE X
Convention and Visitor Bureau**

§ 7-176 Creation of Guthrie Convention and Visitor Bureau.

There is hereby established the Guthrie Convention and Visitor Bureau as the title under which a contract service provider may be allowed to conduct convention, tourism and visitor development services.

§ 7-177 Purpose.

The primary purpose of the Guthrie Convention and Visitor Bureau is to promote general interest in and for the City of Guthrie; to improve conditions of all types of businesses in and around Guthrie, by increasing visitors and tourism in Guthrie; to promote Guthrie as a meeting place, athletic venue and overnight visitor destination.

§ 7-178 Contract.

The City or the Guthrie Convention and Visitor Bureau may contract with any entity or entities to provide convention, tourism and visitor development services. The City or the Guthrie Convention and Visitor Bureau may enter into one or more such contracts as determined to be needed by the Convention and Visitor Bureau and/or the City Council. The contractor may be designated to operate on the behalf of the City of Guthrie as the Guthrie Convention and Visitor Bureau.

§ 7-179 Convention and Visitor Board.

There is further established a Convention and Visitor Board (CVB) consisting of seven (7) members. These seven members shall be determined by the City Council. Each ward shall

nominate one Guthrie resident or business owner to set on the board, with an additional four at large members. The Mayor and City Council shall appoint two exofficio non-voting City Council Members to serve on the CVB. The CVB as a whole will select the Board Chairperson and Vice Chairperson each year.

§ 7-180 Term of office.

- A. The term of office for the seven Council appointed members of the Convention and Visitor Bureau shall be three-year overlapping terms. The membership shall consist of seven members appointed by the Guthrie City Council as described in Section 7-179 above. The terms of the seven members shall be as follows: The term of three (3) members shall be for a term ending the 30th day of September 2015; the term of three (3) members shall be for a term ending the 30th day of September 2016; and one (1) members shall be for a term ending the 30th day of September 2017. Upon the expiration of the terms of the members, successors shall be appointed for three-year terms. Members may be removed with or without cause by the Mayor and City Council.
- B. If any member shall be absent from more than ½ of all the meetings of the Convention and Visitor Bureau meetings held within four consecutive calendar months, he shall thereupon cease to hold office.

§ 7-181 Quorum.

Four members of the Convention and Visitor Bureau shall constitute a quorum. Business may be transacted by a majority of the quorum present.

§ 7-182 Meetings.

The Convention and Visitor Bureau shall meet on a monthly basis to provide direction and conduct business activities pertaining to the visitors and tourism for the Guthrie area. Emergency meetings may be called by four members of the committee.

§ 7-183 Powers and duties.

The Convention and Visitor Bureau shall:

- A. Gather information and ideas; conduct research; assist the contract service provider (if applicable) in advertising and promotional programs, travel to solicit conventions, trade shows, agricultural, educational and special events; assist in advising the City Council and the contract service provider (if applicable) in the promotion of the City's image so that Guthrie will be developed and maintained as a visitor's and tourism destination.

City of Guthrie
A/P Claims List
from 9/2/2016 to 9/2/2016

Invoice #	Vendor	Description	Account	Cost
10036	CRAWFORD &	ACCOUNTING & CONSULTING SERVICES	01-01-00-6330	\$537.50
0160	Clear Basin Software	GIS 4TH QUARTER SUBSCRIPTION	01-05-50-6356	\$2,250.00
1609-03	SALTUS TECHNOLOGIES	6 Month DigiTickets License Fee	01-07-70-6347	\$10,558.35
2036040	DON SWEGER	REIMBURSEMENT FOR NAACP BANQUET	01-07-70-6355	\$80.00
		Total GENERAL FUND		\$13,425.85
2036021	KURT LIVELY	PRESENTER FOR LTAIO PROGRAM	30-30-06-6541	\$184.56
2036027	MICHAEL JOHNS	Advance CCRT Training OKC Meals	30-30-07-6595	\$39.99
		Total GRANTS FUND		\$224.55
2036038	CLARISSA CASTILLO	PERFORMANCE AT SEPT RBN	45-45-00-6342	\$500.00
2036039	JEREMY HALL	PERFORMANCE AT SEPT RBN	45-45-00-6342	\$300.00
2036037	LEVI PARHAM	PERFORMANCE AT SEPT RBN	45-45-00-6342	\$500.00
C000104	THOMAS PRODUCTIONS	Rental of Staging Services for Block Parties	45-45-00-6342	\$1,250.00
		Total HOTEL/MOTEL TAX FUND		\$2,550.00
704448	John Johnson	Labor to Tile the PD Lobby	54-54-07-6514	\$1,200.00
2036035	D.E.Q	DEQ Permit Fee for Coyle Waterline Project	54-55-27-6587	\$3,457.50
		Total CAPITAL PROJECTS		\$4,657.50
08-082051-011	UTILITY DEPOSIT REFUND		71-00-00-5555	\$51.72
11-111980-005	UTILITY DEPOSIT REFUND		71-00-00-5555	\$76.16
12-121801-007	UTILITY DEPOSIT REFUND		71-00-00-5555	\$50.47
14-142600-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$126.83
14-143722-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$181.01
16-163416-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$24.42
		Total UTILITY DEPOSIT FUND		\$510.61
		Total All Funds		\$21,368.51

A/P Claims List

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

Invoice #	Vendor	Description	Account	Cost
SEPT2016	OKLAHOMA UNIFORM BLDG CO	STATE BUILDING FEES	01-00-00-2013	\$92.00
SEPT2016	OG&E 405	GENERAL ELECTRIC	01-01-00-6305	\$8,945.95
SEPT2016	OG&E 405	STREET LIGHTING	01-01-00-6306	\$11,121.59
SEPT2016	OKLAHOMA NATURAL GAS COM	MONTHLY BILLING FOR GENERAL	01-01-00-6307	\$733.93
SEPT2016	O.M.A.G.(21303)	GENERAL COVERAGE	01-01-00-6326	\$3,742.94
SEPT2016	O.M.A.G.(21302)	OMAG Workers Comp Coverage - General	01-01-00-6326	\$12,747.16
SEPT2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	01-01-00-6326	\$4,172.79
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	01-02-20-6308	\$213.79
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	01-03-30-6308	\$143.34
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	01-05-50-6308	\$59.77
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	01-06-60-6308	\$1.46
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	01-07-70-6308	\$357.69
SEPT2016	OUTBACK RESOURCE (23174)	POLICE DEPT LAUNDRY	01-07-70-6310	\$24.00
SEPT2016	SHINEY BAYS CAR WASH (225	POLICE DEPT CAR WASH	01-07-70-6316	\$259.50
04-1445	OKLA DEPARTMENT OF PUBLIC	OLETS MAINTENANCE	01-07-79-6304	\$350.00
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	01-14-00-6317	\$0.61
SEPT2016	RURAL WATER DISTRICT #1(206	Monthly Water Service	01-15-11-6112	\$66.00
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	01-15-11-6317	\$3.83
		Total GENERAL FUND		\$43,036.35
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	09-09-96-6308	\$46.89
		Total FIRE/EMS FUND		\$46.89
SEPT2016	OG&E 405	GPWA ELECTRIC	20-21-00-6305	\$8,821.48
SEPT2016	OKLAHOMA NATURAL GAS COM	MONTHLY BILLING FOR GPWA	20-21-00-6307	\$553.81
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	20-21-00-6308	\$152.77
SEPT2016	O.M.A.G.(21303)	GPWA COVERAGE	20-21-00-6326	\$3,742.94
SEPT2016	O.M.A.G.(21302)	OMAG Workers Comp Coverage - GPWA	20-21-00-6326	\$12,747.16
SEPT2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	20-21-00-6326	\$4,172.79
1961	MID AMERICA HYDRO TECH (211	Replenish Chemical Stock WTP	20-23-00-6104	\$16,839.90
1962	MID AMERICA HYDRO TECH (211	Replenish Chemical Stock WTP	20-23-00-6104	\$519.40
105424	SOUTHWEST CHEMICAL (20977)	Replenish Stock Bleach	20-23-00-6104	\$1,603.00
105476	SOUTHWEST CHEMICAL (20977)	Replenish Stock Bleach	20-23-00-6104	\$3,802.68
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	20-24-00-6317	\$13.12
1116	JZ SOUTHERN BOYS SERVICES	INSTALL VALVE IN WATER MAIN ON NOR	20-27-00-6119	\$4,900.00
		Total GPWA OPERATING FUND		\$57,869.05
JULY/AUG 2016	XEROX FINANCIAL SERVICES LL	Copier Lease Monthly Payment	54-54-02-6705	\$2,225.04
		Total CAPITAL PROJECTS		\$2,225.04
32	NORTH WOODS TRUCKING LLC	ROCK REPLACEMENT FOR BIRD CREEK	55-55-00-6547	\$1,329.00
A2722106	WARREN CAT (139)	Blanket PO for trackhoe lease for sewer line	55-55-00-6547	\$5,501.30
SEPT 2016	OKLA WATER RESOURCES/ BA	CMOM Projects Loan (ORF 100008CW)	55-55-00-6714	\$14,535.56
		Total CMOM Fee		\$21,365.86
SEPT2016	OG&E 405	AIRPORT ELECTRIC	98-98-00-6305	\$572.02
10-50188-1 0716	XEROX FINANCIAL SERVICES LL	PRINTING COST	98-98-00-6308	\$26.20
SEPT2016	O.M.A.G.(21303)	AIRPORT COVERAGE	98-98-00-6329	\$326.69
SEPT2016	O.M.A.G.(21302)	OMAG Workers Comp Coverage - Airport	98-98-00-6329	\$454.09
SEPT2016	O.M.A.G.(425)	LIABILTIY PROTECTION PLAN	98-98-00-6329	\$75.00
		Total AIRPORT FUND		\$1,454.00
		Total All Funds		\$125,997.19