CITY OF GUTHRIE OKLAHOMA

60th City Council
Mayor Chuck Burtcher
Ward I – Trey Ayers, John Wood **Ward II** – Mary Coffin, Patty Hazlewood
Ward III – Ellen Gomes, Gaylord Z. Thomas

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

101 N. 2nd Street, Guthrie, OK 73044
July 6, 2010, 7:00pm
Agenda

1. Call to Order
2. Public Comments
3. Consent Agenda

   All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.

   A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held June 15, 2010 3
   B. Consider approval of claims 5

Resolution

4. Consideration and possible action with respect to Resolution No. 2010-08 authorizing the submission of a grant application to the Oklahoma Water Resources Board for financial assistance through the Contract Financial Assistance (CFA) Program for wastewater system improvements 15

5. Consider and take action with respect to Resolution No. 2010-09 agreeing to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through OWRB State Revolving Fund Program, with the loan proceeds being for the purpose of financing wastewater system and related improvements serving the City of Guthrie, Oklahoma; approving professional services agreements; and containing other provisions related thereto 19

6. Adjourn

CITY COUNCIL MEETING

1. Call to Order
2. Consent Agenda

   All matters listed will be enacted by one motion unless a request is made for discussion by any councilmember or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.

   A. Consider approval of minutes of the Special City Council Workshop held on June 15, 2010 33
   B. Consider approval of minutes of the Regular City Council Meeting held on June 15, 2010 35
   C. Consider approval of claims 41

D. Consider authorizing Library Staff to institute Food for Fines Program for two months 43
E. Consider approval of the 2010 ODOT Tree Grant Application and Agreement for Landscaping 47
F. Consider approval of the FY2010 Sports Field Use Agreement for the Guthrie Co-Ed Church Softball League 71

3. City Manager's Report
4. Requests/comments from members of the City Council.
5. Consider convening an Executive Session pursuant to the Authority of Title 25, O.S. 2001, Section 307 (B)(4) for the purpose of discussing confidential communications between the Council and their Attorney concerning a pending investigation or claim involving:
    A. Logan County Rural Water District #1.
    B. Schandorf and Hazlewood vs City of Guthrie and Guthrie Public Works Authority; specifically Case No CJ 2010-175.
6. Consideration of action regarding Logan County Rural Water District #1.
7. Consideration of action regarding Schandorf and Hazlewood vs. City of Guthrie and Guthrie Public Works Authority.
8. Adjourn

Agenda posted on the bulletin board in the lobby of City Hall before 5:00 pm on Friday, July 2, 2010. The City of Guthrie encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The city may waive the 48 hours rule if signing is not the necessary accommodation.

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY

June 15, 2010

The regular meeting of the Guthrie Public Works Authority was posted on Friday, June 11, 2010 before 5:00 p.m. and held June 15, 2010 in the Guthrie City Hall Council Chambers.

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

Pledge of Allegiance was led by Chairman Chuck Burtcher.

Chairman Chuck Burtcher called the meeting to order at 7:03 p.m.

Members Present:	Chuck Burtcher	Trey Ayers	Patty Hazlewood
	John Wood	Ellen Gomes	Mary Coffin
Members Absent:	Gaylord Z. Thomas		
Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Maxine Pruitt	Lee Ivie
	Jim Ahlgren	Damon Devereaux	Kevin Dixon, Jr.

Chairman Burtcher declared a quorum with six (6) Trustees in attendance.

Public Comments. Ms. Renee Martin addressed the Trustees concerning her court hearing held on June 9, 2010.

Mr. Garland Buford addressed the Trustees concerning Ms. Renee Martin's court hearing held on June 9, 2010.

Consent Agenda: Motion by Trustee Ayers, seconded by Trustee Wood, moved approval of the Consent Agenda as follows:

A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on June 1, 2010.

B. Consider approval of Claims:

GPWA Fund:	$ 99,891.51
Utility Deposit Fund:	$ 121.69
TOTAL CLAIMS:	$100,013.20

C. Consider approval of Budget Amendment No. 3 decreasing the budget for the General Fund and increasing the budget for Guthrie Public Works Authority Fund and Grants Fund.

D. Consider approval to accept the Contract with Oklahoma Department of Commerce, State Energy Office (SEO) in the amount of $19,200 for Phase I of the grant with the purpose of installing a wind turbine to provide electric power to the Wastewater Treatment Plant.

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

Aye: Burtcher, Ayers, Gomes, Wood, Hazlewood, Coffin
Nay: None

Chairman Burtcher declared the motion carried unanimously.

Consider approval of Resolution No. 2010-10 establishing a Citizens Rate and Fee Advisory Committee. In an effort to engage the citizens in more public discussions regarding City rates, fees or tax adjustments/changes, a Citizens Rate and Fee Advisory Committee is being established. The Committee will review proposed changes to rates, fees and tax adjustments/changes and make their recommendations to the City Council or Trustees of the Guthrie Public Works Authority. The Advisory Committee will meet as needed and will be subject to the Open Meeting and Open Record Act of the State of Oklahoma. The Mayor and each Councilmember will appoint one member; thus the committee will be comprised of seven (7) members. Motion by Trustee Ayers, seconded by Trustee Hazlewood, moved approval of Resolution No. 2010-10 establishing a Citizens Rate and Fee Advisory Committee. Trustees entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Hazlewood, Coffin
Nay: None

Chairman Burtcher declared the motion carried unanimously.

Adjournment. Motion by Trustee Ayers, seconded by Trustee Hazelwood, moved approval to adjourn. Trustees entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Hazlewood, Coffin
Nay: None

Chairman Burtcher declared the motion carried unanimously at 7:17 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman

CITY OF GUTHRIE OKLAHOMA

GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

July 6, 2010

I hereby certify the purchase orders listed have been issued and encumbered against the available balance of the authorized appropriated accounts and that the department head and/or officer in charge of those accounts has certified that the procurements were necessary to the proper conduct of activities; that the merchandise and/or services have been satisfactorily received or utilized; and that the purchase orders are now a true and just debt of the Guthrie Public Works Authority. These purchase orders are therefore presented to you to be presented to the governing body for consideration as claims for payment.

Kevin Dixon Jr.
Senior Buyer
Administrative Services

Monthly Claims Approved As Per Ordinance #2973
By City Manager

City Manager

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
2030972	JOYCE MARTIN 22633	Refund Animal Bond Adoption No. 0150	01-00-00-2017	$25.00
PR3150-2	AETNA - MIDDLETOWN 22051		01-00-00-2031	$186.30
PR3150-1	AETNA MEDICAL/ DENTAL		01-00-00-2031	$2,697.08
PR3150-2	AETNA - MIDDLETOWN 22051		01-00-00-2032	$584.50
PR3150-1	AETNA MEDICAL/ DENTAL		01-00-00-2032	$31,846.08
PR3150-1	AETNA MEDICAL/ DENTAL		01-00-00-2033	$1,879.75
		Total		**$37,218.71**
		Total		**$37,218.71**
173970	MCLAIN-CHITWOOD (358)	Misc. Office Supplies	01-01-00-6100	$289.99
5863710	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	$462.82
6126509	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	$934.76
224008011	EVE SUPPLY(21320)		01-01-00-6103	($308.72)
224086645	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	$175.66
224086652	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	$67.66
224499707	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	$53.58
225389360	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	$1,620.97
225815950	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	$114.00
225815968	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	$38.28
000105	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	$3.00
18323	ED HUMES LOCKSMITH (21141)	Repairs on Door at City Hall	01-01-00-6112	$115.00
0001869	HURLEY PLUMBING(267)	Misc. Repairs	01-01-00-6112	$96.00
65666491	SIMPLEX-GRINNELL(20886)	Repair on Fire Alarm System	01-01-00-6112	$104.38
2031026	TERMINEX 22413	Conventional Service for Termite we have	01-01-00-6112	$330.00
296025452	TERMINEX 22413	Pest Control	01-01-00-6112	$90.00
2031023	WALMART COMMUNITY	Wind Curve Fan	01-01-00-6112	$54.00
2031023	WALMART COMMUNITY	Car Supplies	01-01-00-6112	$3.54
2031023	WALMART COMMUNITY	Misc. Supplies	01-01-00-6112	$37.59
3347	FORMS PLUS (185)	Order for Checks	01-01-00-6308	$408.63
6437433485	VERIZON WIRELESS (21875)	CREDIT	01-01-00-6318	($146.17)
6437441903	VERIZON WIRELESS (21875)	Cell phone services Jun. 2010	01-01-00-6318	$292.76
5017	CRAWFORD &	Professional Services-Accounting &	01-01-00-6330	$2,081.68
5017A	CRAWFORD &	Professional Services, Accounting and	01-01-00-6330	$2,790.00
16777	JOHN M ARLEDGE & ASSOC.	Auditing Service for Fiscal Year 2009	01-01-00-6330	$12,757.23
2030173	JOHN M ARLEDGE & ASSOC.	Auditing Service for Fiscal Year 2009	01-01-00-6330	$2,830.00
2030347	GUTHRIE NEWS LEADER (1578)	Legal Publication	01-01-00-6334	$31.20
SW095751	AT&T GLOBAL SERVICES, INC.	Telephone system maintenance	01-01-00-6347	$211.24
SW095864	AT&T GLOBAL SERVICES, INC.	Telephone system maintenance	01-01-00-6347	$170.36
JULY2010	GODDARD ENTERPRISES (798)	Siren Maintenance	01-01-00-6372	$200.00
75	RETAIL ATTRACTIONS,	Contract commencing May 1, 2010 and	01-01-00-6373	$1,250.00
		Total		**$27,159.44**
		Total GENERAL GOVERNMENT		**$27,159.44**
5/15/2010 TO	RANDEL C. SHADID(20656)	Reimbursement for Postage Seminars and	01-02-20-6054	$10.56
CNIN075733BMI	BMI SYSTEMS, INC. 664	Maintenance for 3rd floor Canon Copier	01-02-20-6317	$204.27
032831	O.M.L.(426)	oml Conference and Exposition	01-02-20-6355	$265.00
		Total CITY MANAGER		**$479.83**
2030636	GUTHRIE NEWS LEADER (1578)	Classified Advertisement for Summer Pool	01-02-24-6334	$18.00
		Total HUMAN RESOURCES		**$18.00**

Invoice #	Vendor	Description	Account	Cost
		Total ADMINISTRATION		**$497.83**
CNIN075552BMI	BMI SYSTEMS, INC. 664	Maintenance for Finance Canon Copier and	01-03-30-6317	$167.43
		Total FINANCE		**$167.43**
		Total FINANCE		**$167.43**
SXP4439	CDW GOVERNMENT,INC.(20191)	Phazer 7400 Imaging Unit Magenta and Unit	01-04-45-6126	$419.14
JUNE/2010	COX COMMUNICATIONS(20698)	City Hall and Fire Dept. Internet Services	01-04-45-6381	$240.45
JUNE-2010	COX COMMUNICATIONS(20698)	City Hall and Fire Dept. Internet Services	01-04-45-6381	$39.90
EDU404	PANOPTO 22357	Course Cast Hosted Video July 2010	01-04-45-6381	$49.00
		Total INFORMATION SERVICES		**$748.49**
		Total INFORMATION SERVICES		**$748.49**
CNIN075366BMI	BMI SYSTEMS, INC. 664	Maintenance for Planning Canon Copier	01-05-50-6317	$203.00
		Total COMMUNITY DEVELOPMENT		**$203.00**
		Total PLANNING		**$203.00**
296025450	TERMINEX 22413	Pest Control	01-06-60-6112	$50.00
1088069784	RANDOM HOUSE, INC (21561)	Children's Books on Tape	01-06-60-6131	$25.50
CNIJ074815BMI	BMI SYSTEMS, INC. 664	Maintenance for Library Canon Copier	01-06-60-6317	$431.61
455316	GOOCH-SMITH ELECTRIC(1279)	Library Exhaust Motor	01-06-60-6387	$260.00
0001865	HURLEY PLUMBING(267)	Fix Plumbing on Library Toilet	01-06-60-6387	$71.95
7781	OKLA AUTOMATIC DOOR	Repairs to Automatic Doors	01-06-60-6387	$194.14
7822	OKLA AUTOMATIC DOOR	Repairs to Automatic Doors	01-06-60-6387	$267.00
		Total LIBRARY		**$1,300.20**
		Total LIBRARY		**$1,300.20**
2031023	WALMART COMMUNITY	Jail/Prisoners Food	01-07-70-6106	$31.50
2031023	WALMART COMMUNITY	PD Open House	01-07-70-6107	$35.74
141937	SPECIAL-OPS UNIFORMS,	Motorcycle Uniform - Hamilton	01-07-70-6114	$237.96
8306782621X06	AT&T MOBILITY (355)	Wireless Internet card for CID office	01-07-70-6311	$71.84
39	RESCUE TECH 22635	Repairs to Computer	01-07-70-6311	$90.00
510604492	GALLS INC.(202)	Replacement Switch for Unity Spot Light -	01-07-70-6316	$36.94
2002 HARLEY	GUTHRIE TAG AGENCY(243)	Tag and Title for 2002 Harley Davison	01-07-70-6316	$26.50
86922	RON'S MOBILE TIRE 506	Tires for Unit #34 and Tire Waste Fee	01-07-70-6316	$260.98
GPD-MAY2010	SHINEY BAYS (22581)	May 2010 Car Wash	01-07-70-6316	$210.80
2031023	WALMART COMMUNITY	PD Preston Stop Leak	01-07-70-6316	$3.37
CNIN074831BMI	BMI SYSTEMS, INC. 664	Maintenance for Police Canon Copier	01-07-70-6317	$133.31
5933	AMERICAN MUNICIPAL	April 2010 Collection Fees	01-07-70-6340	$128.80
6242	AMERICAN MUNICIPAL	May Collection Fees	01-07-70-6340	$14.00
2031008	MIKE LOYA (21281)	Reimbursement for Turnpike for Class	01-07-70-6343	$12.00
SS10-14	OKLA ANIMAL CONTROL ASSC	Training - R. Roden for May 20th and 21st of	01-07-70-6343	$150.00
036176	O.M.L.(426)	Year Subscription to OC&T Newsletter	01-07-70-6355	$15.00
		Total POLICE ADMINISTRATION		**$1,458.74**
82876	RON'S MOBILE TIRE 506	Tire Repair	01-07-72-6316	$10.00
		Total ANIMAL CONTROL		**$10.00**
04-1009136	OKLA DEPARTMENT OF PUBLIC	OLETS User Fee	01-07-79-6304	$350.00
		Total COMMUNICATIONS		**$350.00**
		Total POLICE		**$1,818.74**

Invoice #	Vendor	Description	Account	Cost
2640	UNIQUE DESIGNS (21785)	Fire Department Uniform T-Shirts Sizes (M,	01-09-90-6016	$1,227.00
2031023	WALMART COMMUNITY	Kitchen Supplies and Coffee	01-09-90-6107	$48.24
162459	CHIEF FIRE & SAFETY(92)	Survivor Light for Bunker Gear	01-09-90-6114	$345.00
3513	HOMETOWN RENTAL &	Repair on Tanker Pump Motor	01-09-90-6316	$184.70
159871	NAPA (30)	Automotive and Equipment Parts and	01-09-90-6316	$1.84
0218-382508	O'REILLY AUTO PARTS (952)	Misc. Supplies	01-09-90-6316	$9.98
0218-384788	O'REILLY AUTO PARTS (952)	Misc. Supplies	01-09-90-6316	$1.99
2570	HOMETOWN RENTAL &	Air Filter and Gasket	01-09-90-6317	$20.90
6197861	RICOH AMERICAS	Copy Machine Maintenance	01-09-90-6317	$115.96
		Total SUPPRESSION		**$1,955.61**
0480692	WORKRITE UNIFORM CO.	Uniforms	01-09-92-6016	$275.85
0485739	WORKRITE UNIFORM CO.	Uniforms	01-09-92-6016	$343.03
857547	ALLMED (21869)	EMS Supplies	01-09-92-6104	$21.60
857753	ALLMED (21869)	EMS Supplies	01-09-92-6104	$951.75
858296	ALLMED (21869)	EMS Supplies	01-09-92-6104	$551.81
861417	ALLMED (21869)	Wire Splints	01-09-92-6104	$17.22
2085659	FISHER SCIENTIFIC(434)	New Cots and chair for Ambulance - No	01-09-92-6104	$33,964.71
PE70824	LAMPTON WELDING	Oxygen	01-09-92-6104	$28.11
R425830	LAMPTON WELDING	Oxygen	01-09-92-6104	$41.56
4001762443	STERICYCLE (1463)	EMS Trash	01-09-92-6104	$243.07
2031023	WALMART COMMUNITY	Flood Lights	01-09-92-6110	$19.94
EMS 5/2010	INTERMEDIX (22025)	EMS Billing Services (5/1/2010 to 5/31/2010)	01-09-92-6373	$4,948.78
		Total EMS		**$41,407.43**
2-28471	DEAN'S CLEANERS (143)	Cleaning Uniforms	01-09-96-6016	$10.05
2-28511	DEAN'S CLEANERS (143)	Cleaning Uniforms	01-09-96-6016	$10.05
2340366	OKLA HOME CENTERS, INC. (203)	Misc Supplies	01-09-96-6114	$5.99
2341944	OKLA HOME CENTERS, INC. (203)	Misc Supplies	01-09-96-6114	$61.28
		Total PREVENTION		**$87.37**
		Total FIRE		**$43,450.41**
2031026	TERMINEX 22413	Conventional Service for Termite we have	01-12-00-6112	$150.00
136	CIMMARRON REDI MIX 22576	Concrete for Misc Jobs	01-12-00-6113	$1,260.00
144	CIMMARRON REDI MIX 22576	Concrete for Misc Jobs	01-12-00-6113	$420.00
13159	LOGAN COUNTY ASPHALT(1543)	Sand and Gravel for Misc Patching and	01-12-00-6113	$598.50
13189	LOGAN COUNTY ASPHALT(1543)	Sand and Gravel for Misc Patching and	01-12-00-6113	$2,441.20
13224	LOGAN COUNTY ASPHALT(1543)	Sand and Gravel for Misc Patching and	01-12-00-6113	$223.44
13225	LOGAN COUNTY ASPHALT(1543)	Sand and Gravel for Misc Patching and	01-12-00-6113	$1,936.80
13253	LOGAN COUNTY ASPHALT(1543)	Sand and Gravel for Misc Patching and	01-12-00-6113	$864.90
1326	LOGAN COUNTY ASPHALT(1543)	Sand and Gravel for Misc Patching and	01-12-00-6113	$65.70
13285	LOGAN COUNTY ASPHALT(1543)	Sand and Gravel for Misc Patching and	01-12-00-6113	$385.58
13286	LOGAN COUNTY ASPHALT(1543)	Sand and Gravel for Misc Patching and	01-12-00-6113	$143.10
GUY001	NEWMAN SIGNS, INC.(399)	Replace and Stock Street Sign	01-12-00-6115	$122.94
1486	CJ & SON MACHINE (20840)	Machine Parts and Supplies	01-12-00-6317	$111.00
0218-389245	O'REILLY AUTO PARTS (952)	Misc. Supplies	01-12-00-6317	$95.88
86769	RON'S MOBILE TIRE 506	Misc. Tire Repair and Replacement Street	01-12-00-6317	$10.00
86792	RON'S MOBILE TIRE 506	Misc. Tire Repair and Replacement Street	01-12-00-6317	$292.00
86878	RON'S MOBILE TIRE 506	Misc. Tire Repair and Replacement Street	01-12-00-6317	$50.00
0221736	UNITED ENGINES (787)	Parts for Street Sweeper	01-12-00-6317	$926.25
2031023	WALMART COMMUNITY	U1R-7	01-12-00-6317	$19.00

Invoice #	Vendor	Description	Account	Cost
		Total		**$10,116.29**
		Total STREET		**$10,116.29**
GPWA 5/2010	EIGHT BALL CAR WASH(20776)	GPWA - Car Wash	01-14-41-6116	$22.14
34-28193	INLAND TRUCK 22619	Fluid and Supplies for Allison Transmission	01-14-41-6116	$301.84
E3597	JIM JOHNSON OIL CO. (21480)	Lubricants and Fluids for Fleet Maintenance	01-14-41-6116	$955.00
123618	JOHN VANCE MOTORS(602)	Misc. GM and Chrysler Parts	01-14-41-6116	$68.16
123627	JOHN VANCE MOTORS(602)	Misc. GM and Chrysler Parts	01-14-41-6116	$25.02
159676	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$11.23
159711	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$4.48
159768	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$15.98
159807	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$9.45
159818	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$341.91
159967	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$48.58
159974	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$7.50
160217	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$59.99
160242	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$17.66
160259	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$18.88
160294	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$13.43
160300	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$18.43
160458	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$40.30
160459	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$11.92
160480	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	$31.42
0218-343496	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	$8.59
0218-383206	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	$50.63
0218-383286	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	$50.63
0218-383410	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	$36.28
0218-383533	O'REILLY AUTO PARTS (952)		01-14-41-6116	($50.63)
0218-383548	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	$39.96
0218-384837	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	$3.89
0218-385120	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	$3.43
0218-385121	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	$227.97
0218-385394	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	$4.29
0218-385483	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	$20.57
0218-386145	O'REILLY AUTO PARTS (952)		01-14-41-6116	($25.57)
NP25194313	FLEETCOR TECHNOLOGIES	Fleet Fueling Operations	01-14-41-6118	$13,233.43
		Total FLEET MAINTENANCE		**$15,626.79**
		Total FLEET MAINTENANCE		**$15,626.79**
06703	DOLESE BROTHERS CO. (153)	Sand for Cemetery	01-15-11-6112	$35.10
0001863	HURLEY PLUMBING(267)	Restroom Repairs - Guthrie Lake, Mineral	01-15-11-6112	$93.70
0001864	HURLEY PLUMBING(267)	Restroom Repairs - Guthrie Lake, Mineral	01-15-11-6112	$55.80
2339985	OKLA HOME CENTERS, INC. (203)	Building and Playground Supplies	01-15-11-6112	$29.84
2340062	OKLA HOME CENTERS, INC. (203)	Building and Playground Supplies	01-15-11-6112	$42.22
015554	WADE'S HARDWARE (607)	Flat Metal, Plumbing Supplies	01-15-11-6112	$28.39
015557	WADE'S HARDWARE (607)	Flat Metal, Plumbing Supplies	01-15-11-6112	$10.54
2031023	WALMART COMMUNITY	Cedar Mulch	01-15-11-6112	$59.60
159219	NAPA (30)	Hose, Brake Line and Vehicle Parts	01-15-11-6316	$8.51
159430	NAPA (30)	Hoses, Brake Line and Vehicle Parts	01-15-11-6316	$14.96
159860	NAPA (30)	Hoses, Brake Line and Vehicle Parts	01-15-11-6316	$25.40

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
160132	NAPA (30)	Hoses, Brake Line and Vehicle Parts	01-15-11-6316	$8.08
160285	NAPA (30)	Hoses, Brake Line and Vehicle Parts	01-15-11-6316	$2.56
160452	NAPA (30)	Hoses, Brake Line and Vehicle Parts	01-15-11-6316	$12.59
161264	NAPA (30)	Hose, Brake Line and Vehicle Parts	01-15-11-6316	$226.80
161272	NAPA (30)	Hose, Brake Line and Vehicle Parts	01-15-11-6316	$10.09
124168	CENTRAL NEW HOLLAND(93)	Parts for Bad Boy Mowers	01-15-11-6317	$304.83
ED1858	CENTRAL NEW HOLLAND(93)	Parts for Bad Boy Mowers	01-15-11-6317	$105.90
ED1914	CENTRAL NEW HOLLAND(93)	Parts for Bad Boy Mowers	01-15-11-6317	$222.89
ED1967	CENTRAL NEW HOLLAND(93)	Parts for Bad Boy Mowers	01-15-11-6317	$52.95
RO47423-01	CENTRAL NEW HOLLAND(93)	Repairs on Backhoe Cylinders	01-15-11-6317	$1,370.75
RO47794-01	CENTRAL NEW HOLLAND(93)	Repairs for 2 Bad Boy Mowers (Belts keep	01-15-11-6317	$342.55
0218-385424	O'REILLY AUTO PARTS (952)	Parts for Mowers and Power Equipment	01-15-11-6317	$7.38
0218-385427	O'REILLY AUTO PARTS (952)	Parts for Mowers and Power Equipment	01-15-11-6317	$19.99
0218-387662	O'REILLY AUTO PARTS (952)	Parts for Mowers and Power Equipment	01-15-11-6317	$27.47
539642-0001	PIONEER EQUIPMENT RENTAL,	Parts for Hustler Mowers	01-15-11-6317	$262.53
547810-0001	PIONEER EQUIPMENT RENTAL,	Parts for Hustler Mowers	01-15-11-6317	$12.68
550658-0001	PIONEER EQUIPMENT RENTAL,	Parts for Hustler Mowers	01-15-11-6317	$171.31
551187-0001	PIONEER EQUIPMENT RENTAL,	Parts for Hustler Mowers	01-15-11-6317	$17.25
458408	PRO POWER EQUIPMENT(20625)	Weed Eating Blades and Heads, Trimming	01-15-11-6317	$358.75
462454	PRO POWER EQUIPMENT(20625)	Weed Eating Blades and Heads, Trimming	01-15-11-6317	$148.76
		Total PARKS		**$4,090.17**
		Total PARKS & PUBLIC GROUNDS		**$4,090.17**
980	LOGAN COUNTY RED	Re-Certification and Lifeguard Training	01-16-00-6048	$480.00
200013683	ANCHOR PAINT(192)	Pool Supplies and Paint Summer 2010	01-16-00-6112	$158.71
2000163848	ANCHOR PAINT(192)	Pool Supplies and Paint Summer 2010	01-16-00-6112	$419.40
158995	NAPA (30)	Pool Pump Parts for Repairs	01-16-00-6112	$7.84
161346	NAPA (30)	Pool Pump Parts for Repairs	01-16-00-6112	$34.67
2339524	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$18.46
2339539	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$6.99
2339636	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$66.76
2339950	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$69.89
2340051	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$56.77
2340267	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$43.25
2340530	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$52.30
2340556	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$8.52
2340689	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$25.39
2340900	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$62.46
2340931	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$18.16
2341336	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$76.29
2341444	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$30.46
2342596	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$43.98
2342610	OKLA HOME CENTERS, INC. (203)	Building and Pool Supplies	01-16-00-6112	$83.14
2031023	WALMART COMMUNITY	Supplies	01-16-00-6112	$27.44
2031023	WALMART COMMUNITY	Highland Pool Supplies	01-16-00-6114	$119.75
2031023	WALMART COMMUNITY	Misc Supplies Grounds and Parks	01-16-00-6114	$301.36
2031023	WALMART COMMUNITY	Highland Pool Supplies	01-16-00-6114	$455.08
005364	SAM'S CLUB DIRECT(516)	Pool Concessions	01-16-00-6128	$1,326.84
		Total		**$3,993.91**

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
		Total MUNICIPAL POOL		**$3,993.91**
		Total GENERAL FUND		**$146,391.41**
PR3150-2	AETNA - MIDDLETOWN 22051		20-00-00-2031	$47.80
PR3150-2	AETNA - MIDDLETOWN 22051		20-00-00-2032	$103.29
PR3150-1	AETNA MEDICAL/ DENTAL		20-00-00-2032	$6,710.41
PR3150-1	AETNA MEDICAL/ DENTAL		20-00-00-2034	$133.08
		Total		**$6,994.58**
		Total		**$6,994.58**
2031026	TERMINEX 22413	Conventional Service for Termite we have	20-21-00-6112	$367.00
295741394	TERMINEX 22413	Pest Control	20-21-00-6112	$65.00
2031004	VALERIE EPPERSON (329)	Filing Fee for Owen Field Easement	20-21-00-6114	$13.00
2030955	MAXINE PRUITT (1915)	Reimbursement - Food for City Employees	20-21-00-6114	$75.39
12809503	HASLER INC. (280)	Rental on Postage Meter	20-21-00-6309	$168.00
INSM027945	SUMMIT MAILING & SHIPPING	Postage Tape for Postage Machine	20-21-00-6309	$36.00
JUNE2010	USPS - UNITED STATES	Postage Meter	20-21-00-6309	$1,000.00
CNIN074949BMI	BMI SYSTEMS, INC. 664	Maintenance door Municipal Serv. Canon	20-21-00-6317	$120.31
JULY2010	COX COMMUNICATIONS(20698)	Water Treatment Plant Internet Services	20-21-00-6318	$59.95
6437441903	VERIZON WIRELESS (21875)	Cell phone services Jun. 2010	20-21-00-6318	$220.86
MAY/2010	C.A.C. FINANCIAL CORP. (1405)	Collection Fees for September, 2009 through	20-21-00-6340	$37.34
SW095766	AT&T GLOBAL SERVICES, INC.	Telephone system maintenance	20-21-00-6347	$137.47
SW095865	AT&T GLOBAL SERVICES, INC.	Telephone system maintenance	20-21-00-6347	$110.86
		Total		**$2,411.18**
		Total PUBLIC WORKS GENERAL		**$2,411.18**
55237841	D.E.Q.(445)	Certification Renewal Lee Pearce, Woody	20-23-00-6048	$138.00
55238813	D.E.Q.(445)	Certification Renewal Lee Pearce, Woody	20-23-00-6048	$184.00
55240082	D.E.Q.(445)	Certification Renewal Lee Pearce, Woody	20-23-00-6048	$184.00
0F02011	ACCURATE	Testing	20-23-00-6303	$125.00
0F02012	ACCURATE	Testing	20-23-00-6303	$195.00
0F02013	ACCURATE	Testing	20-23-00-6303	$145.00
0F04004	ACCURATE	Testing	20-23-00-6303	$40.00
1535	AMERICAN BUSINESS FINANCE	Replace Battery - Emergency Generator on	20-23-00-6317	$149.38
		Total		**$1,160.38**
		Total WATER PLANT		**$1,160.38**
89077	SOUTHWEST CHEMICAL (20977)	330 Gallons of Sodium Bisulfite	20-24-00-6104	$961.13
0E18006	ACCURATE	Testing - Waste Water Treatment Plant	20-24-00-6109	$60.00
0E20007	ACCURATE	Testing - Waste Water Treatment Plant	20-24-00-6109	$300.00
0E25005	ACCURATE	Testing - Waste Water Treatment Plant	20-24-00-6109	$60.00
0E27013	ACCURATE	Testing - Waste Water Treatment Plant	20-24-00-6109	$190.00
0F01010	ACCURATE	Testing - Waste Water Treatment Plant	20-24-00-6109	$60.00
0F03005	ACCURATE	Testing - Waste Water Treatment Plant	20-24-00-6109	$250.00
0F03006	ACCURATE	Testing - Waste Water Treatment Plant	20-24-00-6109	$50.00
0F08010	ACCURATE	Testing - Waste Water Treatment Plant	20-24-00-6109	$60.00
0F10010	ACCURATE	Estimated Blanket for Annual Testing	20-24-00-6109	$290.00
2207	S & D ELECTRIC MOTOR SHOP	Repair on 25 HP Yeoman Pump at #6 Lift	20-24-00-6312	$2,552.88
2341769	OKLA HOME CENTERS, INC. (203)	Misc Supplies	20-24-00-6317	$14.99
2341774	OKLA HOME CENTERS, INC. (203)	Misc Supplies	20-24-00-6317	$4.31

Invoice #	Vendor	Description	Account	Cost
2342106	OKLA HOME CENTERS, INC. (203)	Misc Supplies	20-24-00-6317	$7.99
		Total		**$4,861.30**
		Total WASTE WATER TREATMENT PLANT		**$4,861.30**
2031023	WALMART COMMUNITY	Repel Bug Spray	20-27-00-6114	$94.88
2031023	WALMART COMMUNITY	Line Maintenance Supplies	20-27-00-6114	$43.52
2031023	WALMART COMMUNITY	Norton Anti Virus Line Maintenance	20-27-00-6114	$40.00
081138427051	WILLOBY'S WHOLESALE (631)	Replacement of Rain Suits for Personnel	20-27-00-6114	$59.97
0292516-IN	OKLA CONTRACTORS(240)	Contractors Supplies for W. Washington St.	20-27-00-6119	$2,040.21
0292700-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Inventory Line	20-27-00-6119	$710.83
0292794-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Inventory for Line	20-27-00-6119	$407.00
2337054	OKLA HOME CENTERS, INC. (203)	For PVC Fittings - Concrete - Etc.	20-27-00-6119	$109.99
2340967	OKLA HOME CENTERS, INC. (203)	For PVC Fittings - Concrete - Etc.	20-27-00-6119	$54.70
2341886	OKLA HOME CENTERS, INC. (203)	For PVC Fittings - Concrete - Etc.	20-27-00-6119	$20.98
34-28128	INLAND TRUCK 22619	Transmission Replacement for 1980 Jet	20-27-00-6317	$2,735.26
158978	NAPA (30)	Parts for Vehicle Maintenance	20-27-00-6317	$38.30
158988	NAPA (30)	Parts for Vehicle Maintenance	20-27-00-6317	$13.16
160634	NAPA (30)	Parts for Vehicle Maintenance	20-27-00-6317	$7.25
160677	NAPA (30)	Parts for Vehicle Maintenance	20-27-00-6317	$16.03
2010190	MYERS ENGINEERING	Engineering Services - CMOM Plan for	20-27-00-6392	$33,083.00
060310	PRIMARY STRUCTURE(20526)	Grade Rings and Manhole Rings and Lids	20-27-00-6392	$410.00
32494	ROOT-X ROOT CONTROL CORP.	Chemical used in Sewer Mains to Kill Tree	20-27-00-6392	$6,134.00
152953	USABLUEBOOK - UTILITY	Computer Software to Create and Track	20-27-00-6392	$576.73
2031023	WALMART COMMUNITY	Line Maintenance Supplies	20-27-00-6392	$27.76
		Total		**$46,623.57**
		Total LINE MAINTENANCE		**$46,623.57**
2029747JUN2010	BURRELL INC.(21286)	Contractor Meter Reading 2009-2010	20-28-00-6054	$2,626.62
0292303-IN	OKLA CONTRACTORS(240)	Contractors Supplies and Inventory	20-28-00-6129	$399.00
0292304-IN	OKLA CONTRACTORS(240)	FRD - VBH727W4433 3/4 INCH CTS X CTS	20-28-00-6129	$528.00
0292363-IN	OKLA CONTRACTORS(240)	Contractors Supplies - 6" Meter Replaced at	20-28-00-6129	$560.00
0292699-IN	OKLA CONTRACTORS(240)	Contractors Supplies - 6" Meter Replaced at	20-28-00-6129	$2,542.00
0293031-IN	OKLA CONTRACTORS(240)	FRD - VBH727W4433 3/4 INCH CTS X CTS	20-28-00-6129	$352.00
		Total		**$7,007.62**
		Total METER DEPARTMENT		**$7,007.62**
		Total GPWA OPERATING FUND		**$69,058.63**
0025496	AUTO-GRAPHICS, INC. (21799)	Support & Maintenance for ILS	30-30-00-6541	$2,060.00
35350660	CREDIT CARD	Conference - Director to Attend Library	30-30-00-6541	$249.00
2031023	WALMART COMMUNITY	Library Supplies	30-30-00-6541	$9.44
2031023	WALMART COMMUNITY	Library Crafts and Supplies	30-30-00-6541	$47.64
2031023	WALMART COMMUNITY	Library Crafts and Supplies	30-30-00-6541	$77.97
2031023	WALMART COMMUNITY	Corner Braces	30-30-00-6541	$4.57
2031023	WALMART COMMUNITY	Library Crafts and Supplies	30-30-00-6541	$98.54
2031023CREDIT	WALMART COMMUNITY	CREDIT	30-30-00-6541	($11.97)
		Total		**$2,535.19**
2010191	MYERS ENGINEERING	Engineering Services - Sanitary Sewer Main	30-30-27-6574	$4,000.00
		Total LINE MAINTENANCE		**$4,000.00**

Invoice #	Vendor	Description	Account	Cost
		Total GRANTS		**$6,535.19**
		Total GRANTS FUND		**$6,535.19**
FINAL	DAVENPORT CONSTRUCTION	Cottonwood Intake Structure, Sec. #, 2009-2	50-50-00-6373	$17,984.50
17	HCCCo, LLC. 22368	Guthrie Water Treatment Plant - Sec. A	50-50-00-6373	$408,143.37
2145	METCO(21272)	Construction Testing - New Water Treatment	50-50-00-6373	$1,667.90
		Total		**$427,795.77**
		Total WATER TREATMENT PLANT IMPROVEMENT		**$427,795.77**
		Total WATER TREATMENT PLANT FUND		**$427,795.77**
CNI074814BMI	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	$260.00
CNIN074747BMI	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	$574.39
CNIN074828BMI	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	$308.00
CNIN074830BMI	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	$260.00
CNIN075658BMI	BMI SYSTEMS, INC. 664	Copy Machine Lease for 6 copiers	54-54-02-6705	$308.00
		Total ADMINISTRATION		**$1,710.39**
73339684	DELL FINANCIAL (21623)	Lease Payment Admin/Payroll July 2010	54-54-04-6706	$77.99
73348550	DELL FINANCIAL (21623)	Lease Payment on Finance Desktops July	54-54-04-6706	$471.76
1894995	SUSQUEHANNA COMM. FINANCE	Lease BroadcastPix July 2010	54-54-04-6706	$523.38
		Total INFORMATION SERVICES		**$1,073.13**
JULY/2010	BANCFIRST(884)	Loan for upgrade for both Cameras trucks	54-54-27-6706	$1,116.00
		Total LINE MAINTENANCE		**$1,116.00**
		Total FACILITIES		**$3,899.52**
2030674	KERNS CONSTRUCTION, INC.	2010 Street CIP Bid #2010-3	54-55-12-6521	$210,193.20
		Total STREET DEPARTMENT		**$210,193.20**
		Total INFRASTRUCTURE		**$210,193.20**
JULY/2010	FARMERS & MERCHANTS	Dodge Charger (Police Vehicles)	54-56-07-6707	$641.86
		Total POLICE DEPARTMENT		**$641.86**
7950300	FARMERS & MERCHANTS	2008 Chevrolet Last payment	54-56-14-6711	$5,695.70
		Total FLEET MAINTENANCE		**$5,695.70**
		Total VEHICLES & EQUIPMENT		**$6,337.56**
		Total CAPITAL PROJECTS		**$220,430.28**
01-011313-015	MISCELLANEOUS		71-00-00-5555	$1.32
02-020470-004	MISCELLANEOUS		71-00-00-5555	$23.20
02-020810-007	MISCELLANEOUS		71-00-00-5555	$75.00
07-070876-005	MISCELLANEOUS		71-00-00-5555	$19.74
08-080760-004	MISCELLANEOUS		71-00-00-5555	$75.00
11-112453-013	MISCELLANEOUS		71-00-00-5555	$46.47
13-130800-004	MISCELLANEOUS		71-00-00-5555	$28.22
13-132202-001	MISCELLANEOUS		71-00-00-5555	$32.91
14-143950-013	MISCELLANEOUS		71-00-00-5555	$17.31
14-144200-005	MISCELLANEOUS		71-00-00-5555	$10.19
20-200000-001	MISCELLANEOUS		71-00-00-5555	$150.00
		Total		**$479.36**

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
		Total		**$479.36**
		Total UTILITY DEPOSIT FUND		**$479.36**
PR3150-1	AETNA MEDICAL/ DENTAL		98-00-00-2031	$268.16
PR3150-2	AETNA - MIDDLETOWN 22051		98-00-00-2032	$6.26
PR3150-1	AETNA MEDICAL/ DENTAL		98-00-00-2032	$340.66
		Total		**$615.08**
		Total		**$615.08**
22343416	OKLA HOME CENTERS, INC. (203)	Wood Stakes and Spray Paint	98-98-00-6102	$16.48
2031023	WALMART COMMUNITY	Gas Can for Airport	98-98-00-6102	$36.00
296025451	TERMINEX 22413	Pest Control	98-98-00-6112	$50.00
0053913	BOWMAN'S WRECKER SERVICE	Tow Chevy S-10 to Municipal Services for	98-98-00-6316	$77.00
161633	NAPA (30)	Gear Case Lube for Tractor	98-98-00-6316	$40.67
82887	RON'S MOBILE TIRE 506	Tire Repairs	98-98-00-6316	$8.00
INV10-00008	SPIRIT WING AVIATION, LTD	Pull Tractor and Mower out of Marsh Area	98-98-00-6317	$210.00
09071200-9	GARVER ENGINEERING 22519	FAA Grant Administrative Services, Monthly	98-98-00-6373	$3,600.00
		Total		**$4,038.15**
09071200-9-3-A	GARVER ENGINEERING 22519	Land Acquisition Services - TASK ORDER #	98-98-93-6373	$6,300.00
		Total LAND ACQUISITION		**$6,300.00**
09071200-9-B	GARVER ENGINEERING 22519	Taxiway Delta Engineering Services -	98-98-95-6373	$3,100.00
		Total TAXI LANE EXTENSION-NORTH OF DELTA		**$3,100.00**
		Total AIRPORT FUND		**$13,438.15**
		Total AIRPORT FUND		**$14,053.23**
JULY2010	OKLAHOMA DEPARTMENT OF	Spirit Wing Loan	99-99-00-6702	$1,041.67
2029471JUL201	LOGAN COUNTY ECON. DEV.	EDA Grant Loan	99-99-00-6703	$4,872.54
		Total		**$5,914.21**
		Total GUTHRIE INDUSTRIAL DEVLEOPMENT		**$5,914.21**
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		**$5,914.21**
		Total All Funds		**$890,658.08**

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
___ City Council	July 6, 2010	Wanda Calvert
_X_ GPWA		City Clerk/Treasurer
___ Other: _____		

Agenda Item
Consideration and possible action with respect to Resolution No. 2010-08 authorizing the submission of a grant application to the Oklahoma Water Resources Board for financial assistance through the Contract Financial Assistance (CFA) Program for wastewater system improvements.

Summary
The proposed Resolution authorizes the filing of an application with the OWRB seeking financial assistance through the OWRB Contract Financial Assistance (CFA) Program. Pursuant to Senate Bill 179 of the 2009 Oklahoma Legislative Session, the OWRB has been provided monies to establish the Contract Financial Assistance (CFA) and to assist qualified entities in the funding of certain qualifying water and sewer projects. The application would be seeking financial assistance for the replacements of the sanitary sewer lines mandated by the Department of Environmental Quality.

Funding Expected	_X_ Revenue	_X_ Expenditure	___ N/A
Budgeted	___ Yes	_X_ No	___ N/A
Account Number	N/A	**Amount**	N/A
Legal Review	___ N/A	_X_ Required	Completed Date: 06-29-2010
Mayor's Appt.	___ Yes	_X_ No	

Supporting documents attached
- Resolution No. 2010-08

Recommendation
Staff recommends approval.

Action Needed ___ Public Hearing _X_ Motion ___ Emergency Clause

THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY, LOGAN COUNTY, OKLAHOMA, MET IN REGULAR SESSION ON THIS 6TH DAY OF JULY, 2010, AT 7:00 O'CLOCK P.M.

PRESENT:

ABSENT:

The Chairman introduced a Resolution, which was read in full by the Secretary. Trustee _____ moved that the Resolution be adopted and Trustee _____ seconded the motion. Thereupon, said Resolution was adopted pursuant to the following vote:

AYE:

NAY:

The Resolution was adopted as follows:

RESOLUTION NO. 2010-08

A RESOLUTION AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CONTRACT FINANCIAL ASSISTANCE (CFA) PROGRAM, WITH THE MONIES BEING FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WASTEWATER COLLECTION SYSTEM SERVING THE CITY OF GUTHRIE, OKLAHOMA; AUTHORIZING THE EXECUTION OF CERTAIN APPLICATION DOCUMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Guthrie Public Works Authority (the "Authority") has under consideration the construction of certain improvements to the City of Guthrie's wastewater collection system (the "Project"); and

WHEREAS, it is deemed desirable for the Authority to seek financial assistance for such purpose to supplement other funding for the Project; and

WHEREAS, pursuant to Senate Bill 179 of the 2009 Oklahoma Legislative Session, the Oklahoma Water Resources Board has been provided monies to establish the Contract Financial Assistance (CFA) Program and to assist qualified entities in the funding of certain qualifying water and sewer projects; and

WHEREAS, the Authority hereby agrees to file an application with the Oklahoma Water Resources Board for financial assistance under the CFA Program. It is anticipated that such assistance in association with other funding sought for the Project will be sufficient to accomplish the Project, based upon engineering studies currently in progress.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY, THAT:

The Authority shall file an Application with the Oklahoma Water Resources Board seeking financial assistance through the OWRB Contract Financial Assistance (CFA) Program; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized to execute said Application for and on behalf of the Authority, and to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

PASSED, ADOPTED AND APPROVED THIS 6TH DAY OF JULY, 2010.

(SEAL)

_____
Chairman

ATTEST:

_____
Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF LOGAN)

I, the undersigned, Secretary of the Guthrie Public Works Authority, Logan County, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Trustees of said Authority, held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 6TH DAY OF JULY, 2010.

(SEAL)

_____
Secretary

CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
____ City Council	July 6, 2010	Wanda Calvert
_X_ GPWA		City Clerk/Treasurer
____ Other: _____		

Agenda Item
Consider and take action with respect to Resolution No. 2010-09 agreeing to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through OWRB State Revolving Fund Program, with the loan proceeds being for the purpose of financing wastewater system and related improvements serving the City of Guthrie, Oklahoma; approving professional services agreements; and containing other provisions related thereto.

Summary
The Resolution authorizes the filing of an application(s) with the OWRB seeking financial assistance through the OWRB State Revolving Fund Program to fund the replacement of the sanitary sewer lines that do not meet the Department of Environmental Quality's requirements. The Resolution also authorizes to enter into a legal services agreement with Public Finance Law Group as the Authority's Bond Counsel and Randel Shadid as the Authority's Counsel, and a professional services agreement with Municipal Finance Services as the Authority's Financial Advisor.

Funding Expected	_X_ Revenue	_X_ Expenditure	____ N/A
Budgeted	____ Yes	_X_ No	____ N/A
Account Number	Loan Proceeds	**Amount**	Approximately $5,000,000
Legal Review	____ N/A	_X_ Required	Completed Date: 06-29-2010
Mayor's Appt.	____ Yes	_X_ No	

Supporting documents attached
- Resolution No. 2010-09
- Agreement for Bond Counsel and Issuer Counsel Services
- Agreement for Financial Advisory Services

Recommendation
Staff recommends approval.

Action Needed	____ Public Hearing	_X_ Motion	____ Emergency Clause

THE BOARD OF TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY MET IN REGULAR SESSION IN COUNCIL CHAMBERS AT THE CITY HALL, 101 N. SECOND STREET, GUTHRIE, OKLAHOMA, ON THE 6TH DAY OF JULY, 2010, AT 7:00 O'CLOCK P.M.

PRESENT:

ABSENT:

The Chairman introduced a Resolution, which was read in full by the Secretary. Trustee _____ moved that the Resolution be adopted and Trustee _____ seconded the motion. Thereupon, said Resolution was adopted pursuant to the following vote:

AYE:

NAY:

The Resolution was adopted as follows:

RESOLUTION NO. 2010-09

A RESOLUTION AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH OWRB STATE REVOLVING FUND PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING WASTEWATER SYSTEM AND RELATED IMPROVEMENTS SERVING THE CITY OF GUTHRIE, OKLAHOMA; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, The Guthrie Public Works Authority (the "Authority") has under consideration improvements to the wastewater system serving The City of Guthrie, Oklahoma (collectively, the "Project"); and

WHEREAS, it is deemed desirable for the Authority to give preliminary authorization for the issuance of obligations for such purpose; and

WHEREAS, the Oklahoma Water Resources Board has made monies available to qualified entities for the financing of certain qualifying projects; and

WHEREAS, the Authority hereby agrees to file an application(s) with the Oklahoma Water Resources Board for financial assistance in the aggregate amount as, based upon engineering studies currently in progress, will be sufficient to pay certain of the costs associated with the referenced Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GUTHRIE PUBLIC WORKS AUTHORITY, THAT:

Section 1. Application. The Authority shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB State Revolving Fund Program; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized to execute said Application(s) for and on behalf of the Authority. The Authority is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 2. Professionals. The Authority is authorized to enter into a legal services agreement with The Public Finance Law Group PLLC as the Authority's Bond Counsel and Randel C. Shadid, Esq., as the Authority's Counsel, and a professional services agreement with Municipal Finance Services, Inc. as the Authority's Financial Advisor. The Authority hereby authorizes Municipal Finance Services, Inc., to prepare and submit the referenced Application(s) on behalf of the Authority and to take such other action as is necessary to obtain financing for the referenced Project.

Section 3. Other Matters. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

[Remainder of Page Left Blank Intentionally]

PASSED, ADOPTED AND APPROVED THIS 6TH DAY OF JULY, 2010.

THE GUTHRIE PUBLIC WORKS AUTHORITY

(SEAL)

_____
Chairman

ATTEST:

_____
Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF LOGAN)

I, the undersigned, Secretary of The Guthrie Public Works Authority, Logan County, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said Authority, held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 6TH DAY OF JULY, 2010.

(SEAL)

_____
Secretary

THE
PUBLIC FINANCE
LAW GROUP PLLC
ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

RANDEL C. SHADID, ESQ.
19 N. BROADWAY, SUITE 100
P.O. BOX 1217
EDMOND, OK 73034

TELEPHONE 405-341-6741
TELECOPIER 405-341-4063

AGREEMENT FOR BOND COUNSEL AND ISSUER COUNSEL SERVICES

THE GUTHRIE PUBLIC WORKS AUTHORITY
CLEAN WATER SRF PROMISSORY NOTE
TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of July 6, 2010, by and among THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG"), RANDEL C. SHADID ("RANDEL C. SHADID" or "Issuer's Counsel"), and THE GUTHRIE PUBLIC WORKS AUTHORITY (the "Issuer"), a public trust with The City of Guthrie, Oklahoma (the "City") as its beneficiary, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel and RANDEL C. SHADID as Issuer's Counsel in connection with the financing of certain wastewater system improvements and related costs (the "Project"); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of approximately $5,000,000 (the "Note"); and

WHEREAS, PFLG and Issuer's Counsel each possess the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

(1) Consultation with representatives of the Issuer and the City, including the manager of the Issuer/City, City Attorney, Issuer's Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.

(2) Preparation of loan, security and other authorizing documents (the "Financing Documents").

(3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.

(4) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.

(5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.

(6) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by RANDEL C. SHADID for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, Note proceeds or the Project after issuance of the Note.

B. *Issuer Counsel Services.* RANDEL C. SHADID will render the following services as Issuer's Counsel to the Issuer:

(1) Consultation with representatives of the Issuer and the City, including the manager of the Issuer/City, City Attorney, Bond Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.

(2) Assistance in the preparation and review of the Financing Documents.

(3) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.

(4) Rendering of Issuer Counsel's customary final legal opinion on the organization of the Issuer, the binding nature of any legal obligations of the Issuer, the nature of any pending litigation involving the Issuer, and the status of title of certain real property utilized by the Issuer.

The obligations of Issuer's Counsel under this agreement shall be limited to the legal services rendered in connection with the issuance of the Note and shall not include any legal services in connection with the acquisition or condemnation of property to be utilized in connection with the water system serving the Issuer.

2. <u>Compensation and Reimbursements</u>.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of three quarters of one percent (.75%) of the principal amount of the Note.

B. *Compensation for Issuer's Counsel Services.* For services as Issuer's Counsel to the Issuer, RANDEL C. SHADID shall be paid a fixed fee at the time of issuance of one-half of one percent (0.50%) of the principal amount of the Note.

C. *Expenses.* PFLG shall also be paid a fixed amount of $2,000.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand. RANDEL C. SHADID shall be reimbursed by the Issuer for actual out-of-pocket expenses.

D. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG

and RANDEL C. SHADID shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG and RANDEL C. SHADID shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer, PFLG, and RANDEL C. SHADID any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer, PFLG, and RANDEL C. SHADID.

Neither PFLG nor RANDEL C. SHADID may assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG or RANDEL C. SHADID are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG and RANDEL C. SHADID. All references to PFLG, RANDEL C. SHADID, and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG or RANDEL C. SHADID and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III

RANDEL C. SHADID:

RANDEL C. SHADID
19 N. Broadway, Suite 100
P.O. Box 1217
Edmond, OK 73034
Attention: Randel C. Shadid, Esq.

ISSUER:

The Guthrie Public Works Authority
P.O. Box 908
101 N. Second
Guthrie, OK 73044-0908
Attention: City Manager

[Remainder of Page Left Blank Intentionally]

Issuer, PFLG, and RANDEL C. SHADID have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Allan A. Brooks, III

RANDEL C. SHADID

By: _____
Randel C. Shadid, Esq.

THE GUTHRIE PUBLIC WORKS AUTHORITY

By: _____
Title: Chairman
Date: July 6, 2010

MFS

Municipal Finance Services, Inc.
3325 French Park Drive, Suite 8
Edmond, OK 73034
Phone 405.340.1727
Fax 405.340.3607

July 6, 2010

The Guthrie Public Works Authority
P.O. Box 908
Guthrie, Oklahoma 73044-0908

Ladies and Gentlemen:

The purpose of this Agreement is for **Municipal Finance Services, Inc.** (Financial Advisor) to provide financial advisory services to **The Guthrie Public Works Authority** ("Authority") a public trust with the City of Guthrie, Oklahoma (the "City") as beneficiary, in the acquisition of funds in the approximate amount of $5 million through the issuance of its Clean Water SRF Promissory Note to Oklahoma Water Resources Board with proceeds of the Note being utilized to finance improvements to the wastewater system serving the City of Guthrie, but is not limited to:

(i) Preparation of a preliminary financing plan identifying a tentative time schedule, proposed project costs, required revenue sources and security features and estimated debt service requirements under various repayment terms and conditions;

(ii) Assess the Authority's existing utility obligations and covenants to ensure the proposed financing conforms with any existing revenue pledges and agreements securing such obligations;

(iii) Preparation of water and sewer rate models designed to generate additional revenues required to meet existing and future debt service payments and operational costs of the Authority and City;

(iv) Preparation of all applicable loan applications and supporting documentation for submittal to the Oklahoma Water Resources Board in a form consistent with OWRB rules and regulations;

(v) Coordination with the Authority staff, local counsel, consulting engineer and bond counsel to facilitate the application submittal and review process;

(vi) Respond to any questions or additional information requests of the OWRB during the loan application review, including attending meetings as necessary;

(vii) Represent the Authority at the OWRB meeting at which the Board considers approval of the Authority's loan application;

(viii) Prepare any updated information required by the OWRB prior to closing the loan;

(ix) Review all legal documents to assure conformity with the financial documents and materials related to the loan;

(x) Prepare a summary of the final loan transactions and present said summary to the Authority at an appropriate meeting;

(xi) Coordinate the loan closings with other parties.

Best Effort. MFS hereby agrees that it will, at all times, faithfully, industriously and to the best of its ability, experience and talent, perform all duties that may be required of it pursuant to the express and implicit terms hereof to the reasonable satisfaction of the City and Authority.

Term of Employment. This Agreement shall be in effect for a period of one (1) year from its date and shall automatically be extended for subsequent years, if necessary, unless terminated as provided herein.

Compensation. MFS shall receive the following compensation for the services rendered:

All fees and expenses are on a contingency basis, payable only upon the actual closing of a loan transaction.

Fee:	Three-quarter of One percent (3/4%) of the principal amount of the CWSRF Note
Expenses:	Not-to-exceed $2,000

Any compensation may be paid by the Authority from available funds or from loan proceeds at the discretion of the Trustees of the Authority.

Other Provisions.

i) Termination. This Agreement may be terminated by the Authority at any time upon written notice to MFS.

ii) Assignment and Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the respective successors and assigns of MFS and Authority, but no assignment of this Agreement or any payments provided to be made hereunder shall be effective without prior written consent from the other party.

iii) Disclosure. The Authority acknowledges receipt of the MFS' Firm Résumé and attached "Form ADV" prior to consideration and execution of this Agreement.

Contact Persons

For purposes of administering this Agreement, the following persons are hereby designated as contact persons for the respective parties:

Financial Advisor:	Jon Wolff, Vice-President (405/340-1727)
Authority:	Matthew Mueller, City Manager (405/282-0496)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Approved at a meeting legally called and held in full compliance with the Oklahoma Open Meeting Act on this 6th day of July 2010.

THE GUTHRIE PUBLIC WORKS AUTHORITY

_____
Chairman

(SEAL)

ATTEST:

_____
Secretary

MUNICIPAL FINANCE SERVICES, INC.

_____
Jon Wolff, Vice-President

MINUTES

CITY COUNCIL MEETING

Council Workshop

June 15, 2010

The special meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, June 11, 2010 before 5:00 p.m. and held June 15, 2010 in the Guthrie City Hall Third Floor Conference Room.

Mayor Chuck Burtcher called the meeting to order at 6:00 p.m.

Members Present:	Chuck Burtcher Patty Hazlewood	Trey Ayers	Ellen Gomes
Members Absent:	Mary Coffin	John Wood	Gaylord Z. Thomas
Staff Present:	Matt Mueller Maxine Pruitt	Wanda Calvert Lee Ivie	Lance Crenshaw Damon Devereaux

Mayor Burtcher declared a quorum with four (4) Councilmembers in attendance.

Discussion of fee waivers for subsidized housing. Staff researched for subsidized housing and tax-credit housing developments in Guthrie. The utility bills mailed on May 28, 2010 reflected the multiplier being applied for the Utility Billing User Fee ($4.25) and the Water Treatment Plant Fee ($7.50). Mr. Stewart Kennedy, Pleasant Hills Apartments, and Mr. Frank Krusemark, Guthrie Housing Authority, addressed the City Council regarding the change to the utility bills. City Manager Mueller informed in an effort to engage the citizens in more public discussions regarding City rates, fees or tax adjustments/changes, a Citizens Rate and Fee Advisory Committee is being established. The Committee will review proposed changes to rates, fees and tax adjustments/changes and make their recommendations to the City Council or Trustees of the Guthrie Public Works Authority. This will be a good way for the citizens to get involved and have an avenue to hear the details and the options surrounding the different issues and make recommendations on a policy direction to the Council.

Questions and discussion regarding agenda items.

1. Citizens Rate and Fee Advisory Committee – In an effort to engage the citizens in more public discussions regarding City rates, fees or tax adjustments/changes, a Citizens Rate and Fee Advisory Committee is being established. The Committee will review proposed changes to rates, fees and tax adjustments/changes and make their recommendations to the City Council or Trustees of the Guthrie Public Works Authority. The Advisory Committee will meet as needed and will be subject to the

Open Meeting and Open Record Act of the State of Oklahoma. The Mayor and each Councilmember will appoint one individual who shall be a resident of the City of Guthrie; thus the Committee will be comprised of seven (7) members. Each appointee must be confirmed by a majority vote of the City Council. The terms of each appointee shall coincide with the term of the Mayor or Councilmember appointing said member of the Committee.

2. 9-1-1 Resolution – The proposed resolution will enable collection of the locally authorized service fee on telephone bills to pay for E9-1-1 service. Local governments must approve a resolution on an annual basis setting the actual fee and through 9-1-1 ACOG notifying the appropriate telephone company by September 1, 2010. ACOG has determined that 3% will be needed to pay for the overall system cost during the calendar year 2011.

3. Airport Leases – The Guthrie-Edmond Regional Airport Advisory Board recommended to establish an annual lease rate of $.17 per square foot on airport property, to set the terms of airport property leases for twenty (20) years with an option for two (2) five year extensions to the lessee and to specify that all airport property leases are to be a reversionary type lease.

Request for future items of discussion.

1. Carriage Crossing signs.
2. Recycle Bin at Fire Station.

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

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

MINUTES

CITY COUNCIL MEETING

June 15, 2010

The regular meeting of the sixtieth City Council of Guthrie, Oklahoma was posted on Friday, June 11, 2010 before 5:00 p.m. and held June 15, 2010 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 7:18 p.m.

Members Present:	Chuck Burtcher	Trey Ayers	Patty Hazlewood
	John Wood	Ellen Gomes	Mary Coffin
Members Absent:	Gaylord Z. Thomas		
Staff Present:	Matt Mueller	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Maxine Pruitt	Damon Devereaux
	Lee Ivie	Jim Ahlgren	Kevin Dixon, Jr.

Mayor Burtcher declared a quorum with six (6) Councilmembers in attendance.

Consent Agenda: Motion by Vice Mayor Ayers, seconded by Councilmember Wood, moved approval of the Consent Agenda as follows:

A. Consider approval of the minutes from the Special City Council Workshop Meeting held on June 1, 2010.

B. Consider approval of the minutes from the Regular City Council Meeting held on June 1, 2010.

C. Consider approval of Claims:

General Fund:	$102,980.20
Grants Fund:	$ 43,424.44
Centennial Fund:	$ 21,160.98
Capital Projects Fund:	$ 55,986.48
Cemetery Care Fund:	$ 1,628.00
Airport Fund:	$ 1,521.92
GIDA Fund:	$ 4,849.37
TOTAL CLAIMS:	$231,551.39

D. Consider approval of the Treasurer Reports.

E. Consider approval of Budget Amendment No. 3 decreasing the budget for the General Fund and increasing the budget for Guthrie Public Works Authority Fund and Grants Fund.

F. Consider approval to accept the Contract with Oklahoma Department of Commerce, State Energy Office (SEO) in the amount of $19,200 for Phase 1 of the grant with the purpose of installing a wind turbine to provide electric power to the Wastewater Treatment Plant.

G. Consider approval of the Guthrie-Edmond Regional Airport Advisory Board recommendation to establish an annual lease rate of $.17 per square foot on airport property, to set the terms of airport property leases for twenty (20) years with an option for two (2) five year extensions to the leasee and to specify that all airport property leases are to be a reversionary type lease.

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

I. Consider approval of appointing J. W. Williams to the Guthrie Forestry Board to fill an unexpired term expiring June 2011.

J. Consider approval of Resolution No. 2010-10 establishing a Citizens Rate and Fee Advisory Committee.

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

Aye: Burtcher, Ayers, Gomes, Wood, Hazlewood, Coffin
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consider approval of appointing members to the Citizens Rate and Fee Advisory Committee. The Citizens Rate and Fee Advisory Committee is to be composed of seven (7) members. The Mayor and each Councilmember shall appoint one individual who shall be a resident of the City of Guthrie. Each appointee must be confirmed by a majority vote of the City Council. The terms of each appointee shall coincide with the term of the Mayor or Councilmember appointing said member of the committee. Motion by Vice Mayor Ayers, seconded by Councilmember Gomes, moved approval of confirming the appointments of Jane Berryman, Darrell Burnett, April Coffin, Bob Davis, Doyle Fortney, Tina Heyvaert and Jean Lacina to the Citizens Rate and Fee Advisory Committee. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Hazlewood, Coffin
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consider approval of Resolution No. 2010-06 approving and accepting grant offer from the Federal Aviation Administration (FAA) for Airport Improvement Program (AIP), Project No. 3-40-0036-010-2010, at the Guthrie-Edmond Regional Airport. Resolution No. 2010-06 is authorizing notification to the Federal Aviation Administration (FAA) that the City approves and accepts the terms for grant Project No. 3-40-0036-010-2010 regarding professional engineering services for the AIP Grant Administration; Design and Construction Administration of Taxiway Delta Development Area Apron and Taxiway; and land acquisition services. Motion by Vice Mayor Ayers, seconded by Councilmember Coffin, moved approval of Resolution No. 2010-06 regarding the approving and accepting the Federal Aviation Administration Airport Improvement Program Grant No. 3-40-0036-010-2010 for the Guthrie-Edmond Regional Airport. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Hazlewood, Coffin
Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consider approval of Resolution No. 2010-07, establishing the Nine-One-One Emergency Telephone Fee for Calendar Year 2011. The proposed resolution will enable collection of the locally authorized service fee on telephone bills to pay for E9-1-1 service. Local governments must approve a resolution on an annual basis setting the actual fee and through 9-1-1 ACOG notifying the appropriate telephone company by September 1, 2010. ACOG has determined that 3% will be needed to pay for the overall system cost during the calendar year 2011. Motion by Vice Mayor Ayers, seconded by Councilmember Wood, moved approval of Resolution No. 2010-07, establishing the Nine-One-One Emergency Telephone Fee for calendar year 2011. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Hazlewood, Coffin
Nay: None

Mayor Burtcher declared the motion carried unanimously.

City Manager's Report. Informed City Council he now has experience his first flood in Guthrie and expressed a "Thank You" to City employees for the outstanding job.

Requests/comments from members of the City Council. Councilmember Gomes expressed a "Thank You" to the City employees for going above and beyond the call of duty during the recent flood.

Councilmember Hazlewood informed school is out and the need to help God's Food Bank and asked City Council to consider removing the $7.50 Water Treatment Plant Fee from people not receiving City water.

Councilmember Coffin informed the City Council and the community of the events happening in Guthrie and wished fathers Happy Father's Day.

Mayor Burtcher expressed a "Thank You" to City employees and Emergency Management Director David Ball for the outstanding job during the recent flood, to the American Red Cross and the restaurants for donating food to the City employees watching the flood waters and stated we are a "Great Community".

Executive Session. Motion by Vice Mayor Ayers, seconded by Councilmember Coffin, moved approval to convene into Executive Session pursuant to the authority of Title 25, O.S. 2001, Section 307(B)(4) for the purpose of discussing confidential communications between the Council and their Attorney concerning a pending investigation or claim (Schandorf and Hazlewood vs. City of Guthrie and Guthrie Public Works Authority). Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Hazlewood, Coffin
Nay: None

Mayor Burtcher declared the motion carried unanimously at 7:34 p.m. Attending Executive Session were Mayor Butcher, Vice Mayor Ayers, Councilmembers Gomes, Coffin and Wood, City Manager Mueller and City Attorney Shadid.

Reconvene. Motion by Vice Mayor Ayers, seconded by Councilmember Coffin, moved approval to reconvene the Guthrie City Council Meeting. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Hazlewood, Coffin
Nay: None

Mayor Burtcher declared the motion carried unanimously at 7:57 p.m.

Consideration of action regarding Schandorf and Hazlewood vs. City of Guthrie and Guthrie Public Works Authority. Motion by Councilmember Wood, seconded by Councilmember Coffin, moved approval of authorizing City Attorney Shadid to continue negotiations in response of filings of these lawsuits. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Coffin
Nay: Hazlewood (Abstain)

Mayor Burtcher declared the motion carried with five (5) yes and one (1) abstention votes.

Adjournment. Motion by Councilmember Coffin, seconded by Vice Mayor Ayers, moved approval to adjourn. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Hazlewood, Coffin
Nay: None

Mayor Burtcher declared the motion carried unanimously at 7:58 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

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CITY OF GUTHRIE

CLAIMS

July 6, 2010

I hereby certify the purchase orders listed have been issued and encumbered against the available balance of the authorized appropriated accounts and that the department head and/or officer in charge of those accounts has certified that the procurements were necessary to the proper conduct of activities; that the merchandise and/or services have been satisfactorily received or utilized; and that the purchase orders are now a true and just debt of the city of Guthrie. These purchase orders are therefore presented to you to be presented to the governing body for consideration as claims for payment.

Kevin Dixon Jr.
Senior Buyer
Administrative Services

Monthly Claims Approved As Per Ordinance #2973
By City Manager

City Manager

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CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	July 6, 2010	Linda Gens, Director of Library Services
____ GPWA		
____ Other: _____		

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

Summary
As part of the library's continuing effort to support the citizens of Logan County, the staff will offer a Food for Fines program, July 6th through August 31st, 2010. For each can of food a patron brings into the library, the library will forgive $1 in fines for that person's account. Food may not be exchanged for lost or damaged library materials fees. The library will accept only canned goods. Collected food will be given to God's Food Bank. This benefits the people who depend on God's Food Bank, as well as our library patrons.

Funding Expected	____ Revenue	____ Expenditure	X N/A
Budgeted	____ Yes	____ No	X N/A
Account Number	_____	**Amount**	_____
Legal Review	X N/A	____ Required	Completed Date: _____
Mayor's Appt.	____ Yes	X No	

Supporting Documents

Community Calendar item, dated July 6, 2010
Library Flyer

Recommendation
Staff recommends authorizing Library Staff to institute Food for Fines program for the time period, July 6th through August 31st, 2010.

Action Needed	____ Public Hearing	X Motion	____ Emergency Clause

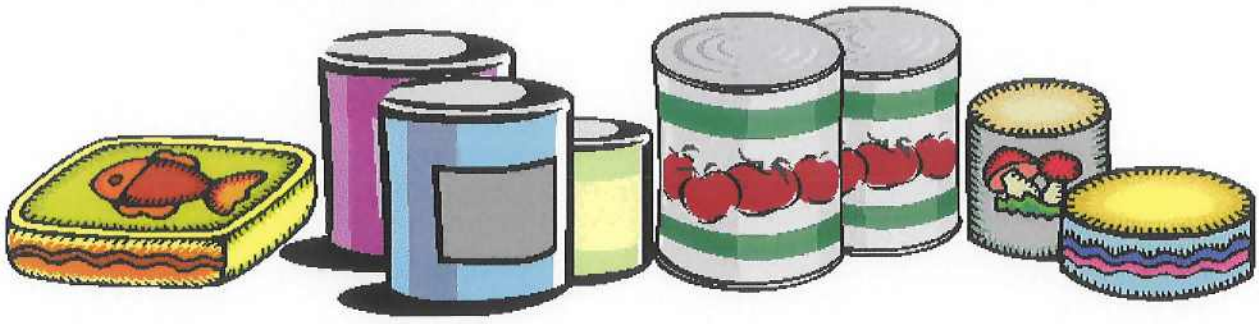
Food for Fines!

Good for you, good for Guthrie!

- Food for Fines month begins Tuesday, July 6th, and ends Tuesday, August 31st.
- For each can of food you bring in, we will forgive **$1** in overdue fines from your library card.
- Food cannot be exchanged for lost or damaged library materials.
- All food collected will be given to God's Food Bank.
- **Canned goods only. No perishables, jars, or bags.**

GUTHRIE PUBLIC LIBRARY
ESTABLISHED 1903

201 N. Division, Guthrie, OK 73044
405.282.0050
www.guthrie.okpls.org



For the Community Calendar:

July 6, 2010

Contact: Linda Gens, Director of Library Services
405-282-0050

The Guthrie Public Library will hold their Food for Fines Program, July 6th through August 31st. $1 in overdue fines is forgiven for each can of food you bring in (food cannot be exchanged for lost or damaged library materials.) All food goes to God's Food Bank. **Canned goods only—no perishables.** Questions? Call 282-0050.

The Guthrie Public Library is located at 201 N. Division St. and is open Monday, Wednesday, and Friday from 9 AM to 6 PM, Tuesday and Thursday from 9 AM to 8 PM, and Saturday from 9 AM to 1 PM.

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CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	July 6, 2010	Rene Spineto
____ GPWA		
____ Other: _____		

Agenda Item
Consider approval of the 2010 ODOT Tree Grant Application and Agreement for Landscaping.

Summary

The City of Guthrie is applying for the Oklahoma Department of Transportation (ODOT) Tree Grant Program. The Grant requires a grant application and ODOT Agreement with Municipality for Landscaping, authorized by the City.

The City is requesting funds to plant trees in the median on Highway 33 between Interstate 35 and Pine Street. To comply with ODOT requirements the trees must not interfere with existing utility lines now located in the median, nor can the plantings impair the visibility of drivers. The exact location and setbacks have been stipulated by ODOT. Our proposal will include a combination of thirty-six (36) crepe myrtle and redbud trees, mulch, and gator bags, which will be used to provide water to the trees.

This grant is a 75/25 match. Fortunately, the City can use in-kind services for its portion of the match, therefore, staff time will be used for the City's portion and the City will not incur any additional expense.

Funding Expected	x Revenue	____ Expenditure	____ N/A
Budgeted	____ Yes	X No	____ N/A
Account Number	_____	**Amount** **$9,237.56**	
Legal Review	____ N/A	x Required	Completed Date: _____
Mayor's Appt.	____ Yes	____ No	

Supporting documents attached:
- Oklahoma Department of Transportation Agreement with Municipality for Landscaping
- Oklahoma Department of Transportation Tree Grant Application

Recommendation:
Staff recommends approval.

Action Needed	____ Public Hearing	x Motion	____ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

City Hall
101 N. Second Street
PO Box 908
Guthrie, OK 73044
P: 405.282.2489
F: 405.282.0192
www.cityofguthrie.com

Police Department
306 West Oklahoma
405.282.3535

Guthrie Fire Department
Central Station
209 East Springer
405.282.4433

Municipal Services
407 Commerce
405.282.8400

Guthrie Edmond Regional Airport
520 Airport Road
405.282.2312

Guthrie Public Library
201 North Division
405.282.0050

Animal Shelter
415 Commerce
405.282.1776

June 16, 2010

William Walton
Oklahoma Department of Transportation
Perry, OK

Email to: wwalton@odot.org

RE: ODOT Tree Grant Application and Agreement for Landscaping

The City of Guthrie will be applying for the 2010 ODOT Tree Grant Program. The Grant application and its associated Agreement for Landscaping will be presented to the Guthrie City Council at their next meeting on July 6, 2010. Our City procedures require that contractual commitments first be reviewed by the City Council before signing.

I request that you review our site plan pending the Council approval and subsequent signature of the actual Grant application and Agreement for Landscaping. You already have in your possession the Guthrie site plan for this project. We will then submit the completed package, including the (hopefully) ODOT approved site plan, Agreement for Landscaping and Grant application before the July 9th deadline.

Rene Spineto
Community Development Director

Enc.

Cc: Easton Miller
Matt Mueller

FORM M-7
Rev. 10/2008

OKLAHOMA DEPARTMENT OF TRANSPORTATION
AGREEMENT WITH MUNICIPALITY FOR LANDSCAPING

This agreement is entered into this 14th day of JUNE, 2010, between the Department of Transportation of the State of Oklahoma, hereinafter known as the DEPARTMENT, and the City of GUTHRIE, Oklahoma, hereinafter known as the MUNICIPALITY:

WITNESSETH:

Whereas the MUNICIPALITY requests permission to construct landscaping on the highway right-of-way located at:

THE MEDIAN ON HWY 33 BETWEEN I-35 AND PINE ST. LOCATED IN THE CITY OF GUTHRIE, OKLAHOMA.

and the Department is willing to allow such landscaping. Now, therefore the parties do mutually agree as follows; to-wit:

The DEPARTMENT agrees to permit the MUNICIPALITY to constuct said landscaping on the site located as described above, in accordance with the plans and specifications hereto attached and made a part hereof and as further provided herein.

THE MUNICIPALITY HEREBY AGREES:

1. That the terms and conditions of this agreement are binding upon its successors, grantees and tenants, and it will advise those parties of their obligations.

2. That all expenses associated with the construction and maintenance of the landscaping on the highway right-of-way shall be borne by the MUNICIPALITY.

3. That all construction will be in accordance with the plans hereby attached to the agreement.

4. That all maintenance (to include mowing, trimming, litter pick-up, and care and watering of all plant materials) will be in accordance with the initial five-year plan attached hereto and made a part hereof. After the initial five-year maintenance period, the MUNICIPALITY will retain an additional responsibility for perpetual vegetation management as follows: Vegetation maintenance including mowing and erosion control will be the responsibility of the MUNICIPALITY inside the designated planting areas. A minimum of four times per year the MUNICIPALITY will control erosion and undesirable vegetation around the base of the items in the designated planting area approved in this agreement. The MUNICIPALITY will also, a minimum of once per year, prune the approved vegetation in the designated planting area for esthetics and to allow MUNICIPALITY'S mowing equipment easy accessibility around the trees and shrubs approved by this agreement to prevent encroachment of such vegetation into the right-of-way outside of the designated planting areas. The MUNICIPALITY may perform such trimming more often at the MUNICIPALITY'S discretion. Vegetation maintenance and erosion control will be the responsibility of the DEPARTMENT outside the designated planting areas as required by applicable Transportation Commission Rules. If the MUNICIPALITY elects to remove the landscaping permitted by this agreement, the MUNICIPALITY will no longer be responsible for maintenance to the DEPARTMENT's property once the Right-of-Way is restored to a condition acceptable to the DEPARTMENT.

5. Whereas the MUNICIPALITY is a political subdivision of the State of Oklahoma, the DEPARTMENT recognizes that the MUNICIPALITY is vested with the experience and responsibility to serve and protect the best interests of its citizens as a whole such that there will be no requirement to obtain concurrence from any adjacent property owners.

6. The MUNICIPALITY'S workers and equipment may ingress and egress the site from a municipal street whether or not said street is a continuation of a State or Federal Highway. The MUNICIPALITY is responsible for setting up and maintaining traffic control and/or warning signage or devices in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD). Where Federal Interstate Highway right-of-way is involved, such ingress and egress should not be from the Interstate mainline or ramps.

7. That upon completion of the landscaping, any fences or physical barriers, including a maintenance gate, required to control access onto the highway right-of-way will be placed by the MUNICIPALITY in accordance with the approved plan. Security of the maintenance gate shall be the sole responsibility of the MUNICIPALITY.

8. That adequate vegetation will be provided to prevent erosion. In the event that seasonal limitations delay the planting of said vegetation, appropriate temporary erosion control will be provided.

9. To assume all liability for damage of any kind to any persons or property resulting from said landscaping and to defend, indemnify and save the DEPARTMENT harmless from any and all claims of any kind or nature for injury or damage resulting therefrom in accordance with the Governmental Tort Claims Act, Title 51 O.S. §151, et seq. In the event of damage to highway property or facilities resulting from the construction of said landscaping, the MUNICIPALITY agrees to repair such damage or reimburse the DEPARTMENT for such damage at the election of the DEPARTMENT.

10. That should it become necessary for the DEPARTMENT to make improvements to the roadway or the ditch to maintain proper drainage to the highway, the DEPARTMENT shall not be held responsible for any damage to the vegetation or other landscaping thereon and reserves the right to require the MUNICIPALITY to alter the design of the landscaping or remove it completely, if necessary.

11. That public utilities can occupy the highway right-of-way, and the DEPARTMENT shall not be held responsible for damage to the vegetation or other landscaping during the installation or maintenance of these utility facilities. It is the City's responsibility to verify the location of existing utilties and to obtain their concsent for the propsed landscaping.

12. That no trees will be permitted within 30 feet (or a greater distance, if clear zone requires) of the edge of the roadway surface or upon inslopes, ditches or within the first 5 feet up the backslope, and all vegetation will be trimmed or removed, if necessary, to provide an adequate sight distance triangle at all intersections.

13. The MUNICIPALITY will provide an insurance policy providing coverage for liabilities set out in the Governmental Tort Claims Act, Title 51 O.S. §151, et seq., and the MUNICIPALITY shall have the DEPARTMENT endorsed as an additional named insured on the liability insurance policy to the extent of the State's liability under the provisions of the Governmental Tort Claims Act. The insurance policy will be maintained for as long as the landscape project exists. A certificate of insurance indicating such coverage will be sent to the DEPARTMENT by the MUNICIPALITY attached to this Agreement.

14. "Sponsorship" signs within the landscaping may not list the names of business, nor private non-public entities, clubs or other organizations.

If the landscape project involves reconfiguration or replacement of a limited access fence, then the MUNICIPALITY hereby further agrees:

15. To install the fence, pursuant to the attached specifications and shop drawings that have been pre-approved by the DEPARTMENT, on private property near the Right-of-Way (R/W) line. After MUNICIPALITY's installation of the fence is inspected and approved by the DEPARTMENT, the MUNICIPALITY shall remove the DEPARTMENT'S existing"Limits of No Access"fence along the R/W line and dispose of all fencing materials in an appropriate manner.

16. The MUNICIPALITY will fill post holes and repair any damage caused by the fence replacement operation. The MUNICIPALITY will set corner/stretcher posts as needed to secure the adjacent fencing on either end of the project work area.

17. The MUNICIPALITY will ingress and egress the highway R/W during construction of the project only when necessary and only from the MUNICIPALITY'S property. Any gates required to access the project area will be secured during times when no work is being conducted on the project and will be permanently secured at the completion of the project. The MUNICIPALITY'S equipment shall not ingress and egress the project work area from the driving lanes of the highway, except in areas that physical barriers prohibit such ingress and egress from the adjoining property.

18. The MUNICIPALITY shall place appropriate"Road Work"warning signs on the highway when equipment or personnel are within (30) feet of the edge of the paved shoulder, including when entering and exiting the project site.

19. The MUNICIPALITY shall be solely responsible to maintain the new fence, in accordance with this agreement. Should the MUNICIPALITY refuse or neglect to make repairs to the fence in a timely manner, the DEPARTMENT reserves the right to place standard"Limits of No Access"fencing at locations of breeches in said fence to maintain the"Limits of No Access". Any material later removed and replaced at such locations by the MUNICIPALITY shall be returned to the DEPARTMENT.

20. The DEPARTMENT reserves the right to replace the"Limits of No Access"fence on the R/W line to insure that the original design and function of the fence is maintained if the MUNICIPALITY'S fence fails for any reason and is not repaired or replaced to the DEPARTMENT'S satisfaction. At such time the DEPARTMENT will void and discontinue this agreement.

DEPARTMENT OF TRANSPORTATION

Field Division Engineer

Roadway Design Division Engineer

State Maintenance Engineer

Director of Operations

CITY OF GUTHRIE

* MAYOR

Attested By: City Clerk

Approved as to Form and Legality:

Municipal Attorney

*SIGNATURES WILL BE OBTAINED AFTER THE NEXT GUTHRIE CITY COUNCIL MEETING ON 7/6/10

Oklahoma Department of Transportation
TREE GRANT APPLICATION

(Revised: May – 2010)

APPLICANT:

The City of Guthrie, Oklahoma

Name of Applicant (governmental entity)

73-6005239

Applicant's Federal Tax ID Number

PROJECT LOCATION:

Nearest community: **Guthrie Oklahoma**

Site Location (street name or highway #): **Median of HWY 33 between I-35 and Pine Street**
(Approved sites on highways receive highest judging scores. City, County, or Tribal roads score lower, and projects in Parks, Public Walkways, or Connecting Trails score lowest.)

County: **Logan**

IS PROJECT ON ODOT Property: Yes X * No _____

If Yes, contact local ODOT Field Division Engineer for an "approved" ODOT Municipality Landscape Agreement OR an ODOT Developer Landscape Agreement, one of which must be approved, signed, and attached to this application. (See page 24 of Grant Instructions for ODOT Field Division information.) **Allow 4 to 6 weeks for ODOT approval. (Forms located on website menu: www.okladot.state.ok.us/beauty Tree Grant Program)*

Other (adjacent public land): **N/A**

NUMBER OF TREES TO BE PLANTED: 36 (TREES ARE "TOP" PRIORITY)
SHRUBS: ____ TALL GRASSES: ____

DRIP IRRIGATION SYSTEM: Yes ____ * No X
If Yes and project is on ODOT Highway Right-of-Way, PRIOR APPROVAL must be obtained from local ODOT Field Division Engineer. (See page 24 of Grant Instructions for ODOT Field Division phone numbers and locations.) **Allow 4 to 6 weeks lead time for ODOT approvals.*

GRANT REQUEST:

Highway Grant $ Requested: $ 5,398.76 (75% of total project to a maximum $25,000)
Local Match Share $: $ $3,838.80 (at least 25 % of total project)
Total Project Worth: $ $9,237.56 (Highway Grant $ + Local Match $)

PROJECT COORDINATOR:

Rene Spineto, Community Development Director

Printed Name and Title

101 N. 2nd Street

Address

Guthrie	**OK**	**73044**
City	*State*	*Zip Code*
(405) 282-0197	**rspineto@cityofguthrie.com**	**(405) 282-0213**
Phone Number	*E-Mail*	*Fax Number*

PROJECT RECORD KEEPER:

Rene Spineto, Community Development Director

Printed Name and Title

101 N. 2nd Street

Address

Guthrie	**OK**	**73044**
City	*State*	*Zip Code*
(405) 282-0197	**rspineto@cityofguthrie.com**	**(405) 282-0213**
Phone	*E-mail*	*Fax*

TREE CARE SUPERVISOR:

Maxine Pruitt, Municipal Services Director

Printed Name and Title
101 N. 2nd Street

Address

Guthrie	OK	73044
City	*State*	*Zip Code*
(405) 282-8400	**mpruitt@cityofguthrie.com**	**(405)282-0091**
Phone	*E-mail*	*Fax*

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the agency with which this transaction originated.

(Before completing this Certification, read the instructions on the reverse.)

(1) The prospective lower tier participant certifies, by submission of this form, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

City of Guthrie Oklahoma

Name of Applicant (Local Government)

Matt Mueller, City Manager

Printed Name and Title of Authorized Representative

Signature

Date

Project Summary

1. Describe proposed project in detail. Is project site on ODOT property? If Yes, has an ODOT Field Division Engineer been contacted and an ODOT Landscape Agreement approved, completed, and attached to this Grant Application?
(Forms located on website menu: www.okladot.state.ok.us/beauty Tree Grant Program)

The City of Guthrie is proposing planting 36 trees in the median along HWY 33 between Pine St and Interstate-35. The trees planted will provide aesthetic appeal as well as welcoming residents and visitors alike to the City of Guthrie.

The proposed site is located on ODOT property. A Division Engineer has been contacted and an ODOT Landscape Agreement approved.

2. What is the primary purpose of planting the trees?

Planting trees along the Highway 33 median will contribute to both visual appeal and noise reduction to all road travelers.

3. If community partners are involved in this project, describe indicated involvement.

Matt Mueller, City Manager- Duties included attending site visit and providing input throughout the grant process.
Rene Spineto, Community Development Coordinator- Duties included site visit, providing input on design, as well as contacting ODOT Engineers to obtain landscaping agreement.
Easton Miller, Planning Intern- Duties included surveying and creating base map as well as overseeing the entire ODOT Tree Grant process.
Betsy Randolph, Forestry Board Volunteer- Duties included attending Tree Grant application meeting, site visits and providing input throughout the grant process.
John Wood, City Council Volunteer-Duties included attending Tree Grant application meeting, site visits and providing input throughout the grant process.

4. Describe project schedule and work plan. (Include source of maintenance crews and general maintenance plans).

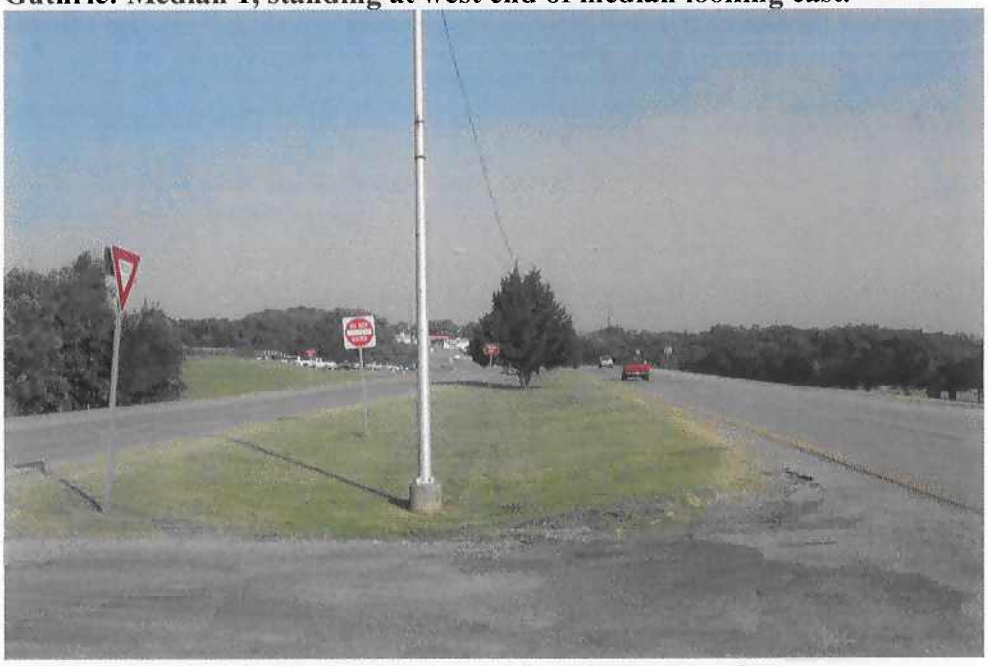
New specimens will be planted in the late fall, early winter months. Specimens will be planted, mulched, watered, and staked by the City of Guthrie Parks Supervisor Verdell Smith and his staff. City of Guthrie Parks Department will be responsible for pest control and general maintenance of the plantings. All work and maintenance will be overseen by Verdell Smith.

5. Describe funding of project.

The City of Guthrie will provide labor for all maintenance regarding all tree care and with grant funds will purchase all supplies needed for continual maintenance. The City will pay for water. Cost for planting materials and installation will be paid for using grant money.

6. **Photos of site: 2-4 color photos (color xerox copies are acceptable) of each site, no larger than 8 ½ " x 11" each. (Please identify location of each photo i.e. Duncan: Site A, standing at SW corner looking north.)**

Guthrie: Median 1, standing at west end of median looking east.



Guthrie: Median 2, standing at east end of median looking west.

*TREES\SHRUBS\TALL GRASSES TO BE PLANTED

(Please use additional forms for each designated site.)

Planting Location:

SPECIES (Common and Latin names)	SIZE (See Note Below)	EST. COST PER TREE	QUANTITY (#)
Oklahoma Redbud Cercis reniformus 'Oklahoma'	2"	$144.00	16
Crape Myrtle Lagerstromia indica	15 gal	$100.00	20

QUANTITY TOTALS: 36 TREES 0 SHRUBS 0 TALL GRASSES

Note: See page 15 of the Grant Instructions for an example. Deciduous trees of 1 ½ to 3 inches in diameter or Evergreens of 5 to 7 feet in height are preferred. Shrubs should be 3-gallon size minimum. Both shrubs and tall grasses must be 4-Foot or taller at maturity. Smaller or larger trees may be acceptable depending on the site, species availability or design requirements. Justify any deviation from recommended sizes.

Deciduous - Diameter/Inches
Evergreen - Height/Feet
Shrubs - Container/Gallons

THIS IS A "TREE GRANT". TREES ARE TOP PRIORITY AND WILL BE JUDGED AS SUCH. Shrubs and tall grasses will be considered as a lower priority item and judged accordingly.

TREE CARE QUESTIONNAIRE

- **Who will take care of the trees?**
  (List the name, title, and experience of the tree care supervisor and others who will assist.)

  City of Guthrie Parks Supervisor Verdell Smith and his staff will be responsible for all maintenance of planting materials. The Guthrie Parks Department has been responsible for all maintenance of city parks and the Summit View Cemetery. Mr. Smith has served within this capacity in excess of 10 years.

- **How will the trees be watered? Is water available at the site? If not, is site accessible for truck watering? Who will pay for water?**
  (Explain the system that will be used and the equipment it will require. Is this equipment readily available? *Drip irrigation systems are preferred.) *If drip irrigation is selected and project is located on ODOT Highway Right-of-Way, prior approval must be obtained from local ODOT Engineer.

  The trees will be watered by TreeGator[tm] low-volume system and trailer mounted water tanks. The City is requesting purchasing the TreeGator[tm] with funds provided with the grant. The City will pay for water.

- **What type of mulch will be used? Is a supply available?**

  Cedar mulch will be used at the site. We are requesting a supply of cedar mulch (1.5 bags of mulch/tree) in the Tree Grant proposal.

- **How will weeds and grass be kept away from the trees?**
  (Weed eaters may not be used near the base of the tree.)

  Glyphosate will be used exclusively by certified applicators in the City of Guthrie's parks employees around tree specimens.

- **Who will monitor the trees for signs of pests and diseases?**
  (List the names, titles, and experience of the monitors and the frequency of their planned inspections. ODAFF foresters, county extension agents, and nurserymen can provide professional help.)
  City of Guthrie Parks Supervisor Verdell Smith and his staff will be responsible for all monitoring of planting materials. The Guthrie Parks Department has been responsible for all maintenance of city parks and the Summit View Cemetery. Mr. Smith has served within this capacity in excess of 10 years.

- **Are funds available to treat trees for pests and diseases?**
  (Will spraying be hired out or done by staff?)

  The City of Guthrie's parks department will be conducting all spraying in-house. Spraying is included in the department's operating budget.

- **Are funds available to replace trees that die or are severely injured?**
(Describe the plans that have been made to budget for replacements.)

  The trees will be a staple to the entrance to the City of Guthrie; therefore, there will be emphasis on proper tree care for the proposed trees. In the case that Trees are damaged or diseased the Parks Department has budgeted funds to replace them.

  This grouping of Crape Myrtle and Oklahoma Redbuds will become a signature symbol for Guthrie's entryways. Future grant requests will support this theme.

BUDGET WORKSHEET--DEFINITIONS

CASH: Payment made directly to a vendor for labor or materials not already on hand. It is an expense for outside labor or specific materials purchased. An itemized invoice and paid receipt or copy of the front and back of the canceled check will be required to verify the cash expense.

IN-KIND: Use of existing personnel/labor or materials/supplies on the project. In-kind simply means resources on hand or donated resources utilized instead of hiring outside labor or making a specific cash purchase of materials for the project.

DONATED: Personal services, materials, or equipment donated for use on the project.

IRRIGATION SYSTEM: Expenses for parts and installation of an irrigation system for the project. *Drip irrigation only. Gator bags may also be used. *If drip irrigation is selected and project is on ODOT Highway Right-of-Way, prior approval must be obtained from local ODOT Engineer.

LABOR FOR TREE CARE: Includes all personnel services, whether in-kind, donated or cash that occur during the grant period for the maintenance of the trees. Services can be listed by the activity performed rather than the names of the people doing the work.

ADMINISTRATION: Supervisory and clerical personnel.

SUPPLIES: List all supplies used for the project whether they are on hand or will be purchased specifically for the project. Grouping of related items is acceptable. Water costs should be included here.

EQUIPMENT USE: Equipment rental or use should include the type of equipment and the total cost for its use. For in-kind or donated equipment, the cost should be a reasonable estimate of the operating cost.

OTHER EXPENSES: Record expenses, which do not fit in another category, such as the removal of dead trees on the planting site or travel to workshops that are related to the project. Travel may include mileage, overnight lodging and/or per diem required for personnel to work specifically on the project. Travel should be included in Local Match.

LOCAL MATCH: These expenses can include cash, in-kind labor and materials, and donated labor and materials. They should be directly related to tree planting and care, preparation of the planting site, or training of project personnel. <u>The local match must be at least 25 percent of the project cost.</u>

PROJECT COST: This is the sum of the local match and highway funds.
(NOTE: THE <u>ACTUAL</u> TOTAL PROJECT COST MAY BE ANY AMOUNT BUT THE MAXIMUM HIGHWAY GRANT AWARD IS $25,000.)

PERSONNEL

Make sure your expenses are for (3) three years.
Note "Volunteer" definition and use the "Volunteer Hourly Rate" listed below.

Name and Position Title	*Hourly Rate	No. of Hours	Total
A. Labor For Tree Care Parks Staff	$12.00/hr	130	$1,560
			Total: $1,560
B. Administrative			
Matt Mueller, City Manager	$40.00	5	$200
Rene Spineto, Community Development	$25.00	15	$375
Easton Miller, Planning Intern	$17.05	60	$1023
Betsy Randolph, Forestry Board	$17.05	8	$136.40
John Wood, City Council	$17.05	8	$136.40
			Total: $1,870.80

Grand Total: $3,430.80

Signature Title Date

(Must be signed by Grant Requestor)

- **Use the wage of $17.05/hr. for all volunteers.** Volunteer Supervisors with professional tree experience may use their normal rate of pay.

- Inmate labor must be reported at the Department of Corrections rate.

BUDGET WORKSHEET TOTALS*

DESCRIPTION (Itemize estimated cost within category)	LOCAL MATCH (25% of total project cost)		HIGHWAY FUNDS (75% of total project cost)
	CASH (Specific program expenses)	DONATED or IN-KIND (Labor and Materials)	(Trees, tree planting, irrigation)
›st of trees			$4,304.00
ee Installation (Circle One) ırsery Contractor (w/1-yr.Warranty) ›lunteers ›rk Staff		$480.00	
igation System & Installation ircle One) ırsery Contractor (w/1-yr.Warranty) ›lunteers ›rk Staff	n/a	n/a	
.bor Costs for Tree Care		$1,088.00	
dministrative Costs		$1870.80	
pplies (PLEASE LIST) TreeGator tm bags Cedar mulch(3 Cu. Yards) bags			$863.64 $231.12
uipment Use (PLEASE LIST) ckups, Spray Rigs, Water Rigs		$300	
her Expenses (PLEASE LIST) ater	$100		

COLUMN TOTALS: $100.00 $3,738.80 $5,398.76

Cash $ In-Kind $ Grant Funds Requested

TOTAL

CASH $ + IN-KIND $: $ $3,838.80

Local Match $

TOTAL PROJECT

COST $ $9,237.56 (Local Match $ + Grant Funds Requested)

*** Figures should include expenses for (3) three years.**

TREE SELECTION QUESTIONNAIRE

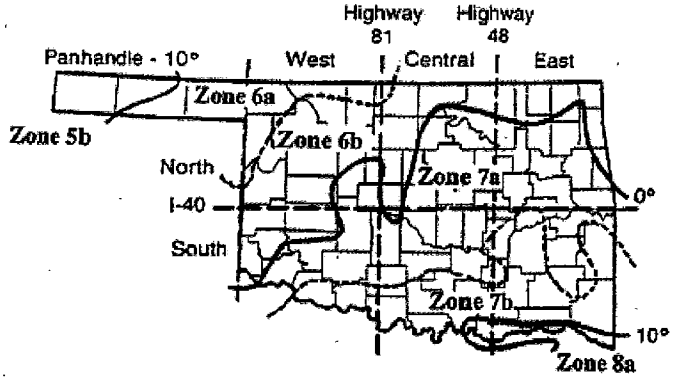
(Copy and complete for each separate site)

Name: **Guthrie Highway Beautification Project**

Location: **Guthrie, OK - State Highway 33 Median – west of Interstate 35**

WHAT IS THE LOCAL CLIMATE?

1. The USDA hardiness zone is __7A_____.



2. The average annual rainfall is:
   Less than 20 inches
   More than 20 inches

WHAT ARE THE GROWING CONDITIONS AT THE SITE?

3. Does construction or site preparation need to be completed before the trees are planted?
   No
   Yes. It will be _____ months before the site is ready to plant.

4. Are the trees likely to be vandalized?
   No.
   Yes.

5. How much light will the trees receive?
   More than 6 hours of full sun
   2 – 5 hours of full sun
   2 – 5 hours of full sun plus reflected light from the walls
   Less than 2 hours of full sun, or filtered shade all day

6. The trees will be planted:
   In the ground
   In above ground planters

7. The pH level of the soil is 5.9.
   (Ask your OSU Extension Agent. A soil test can be done at OSU to determine this and the levels of major nutrients.)

8. The soil texture is mostly:
   Clay
   Loam
   Sand

9. The soil density is:
   Loose and easy to dig
   Hard and compacted

10. Water drains from an 18 inch deep hole:
    Slowly (takes longer than a day)
    Moderately (takes up to a day)
    Fast (takes only an hour or two)

11. The distance between the top of the water table and the soil surface is:
    More than 18 inches
    Less than 18 inches

    (Test this by digging several holes on the site about 2 feet deep and waiting 2 – 3 hours. If there is no water in the hole, or the distance between the top of the water and the soil surface is greater than 18 inches, then select "More than 18 inches". If water fills the hole, measure the distance between the soil surface and the top of the water after 2 – 3 hours. If this distance is less than 18 inches, select "Less than 18 inches".)

12. The trees will be regularly watered by:
    Drip irrigation system
    Water trucked to the site
    Water hoses from hydrants on the site

HOW MUCH SPACE IS AVAILABLE FOR THE TREES?

13. The planting site is:
    Along downtown streets
    Along residential streets
    Along a highway
    In an open area such as a schoolyard, park, or golf course

14. Will the trees be planted in a tree lawn (the grassy strip between a curb and sidewalk)?
    No.
    Yes. It is: 3 – 4 feet wide
    4 – 6 feet wide
    6 – 8 feet wide
    More than 8 feet wide

15. Will the trees be planted along a street without a sidewalk?
    No.
    Yes. The trees will be **15** feet from the edge of the street.

16. Will the trees be planted in sidewalk cutouts?
    No.
    Yes. The cutouts will be _____ feet by _____ feet.

17. Will the trees be planted in a parking lot?
    No.
    Yes. In a parking lot island of _____ square feet.
    In a narrow linear strip _____ feet wide and _____ feet long.

18. Will the trees be planted in an open area?
No.
Yes. The approximate size of the area is __70,000__ square feet.

19. Will the trees be planted within 8 feet of a sidewalk, driveway, or other hard surface?
No.
Yes.

20. Is there a swimming pool, vegetable garden, masonry wall, septic tank, or drain field within 50 feet of the planting site?
No.
Yes. It is _____ feet away.

21. Do overhead wires cross or border the site?
No.
Yes. They are transmission lines __30__ feet above the ground.
Yes. They are distribution lines _____ feet above the ground.

(Check with your utility company to be sure, and ask how much clearance they need to maintain the lines. Remember to mark the line location on the site map.)

22. The horizontal distance between the nearest planting hole and the wire is _____ feet.

23. Is there a streetlight or security-type light within 35 feet of a planting hole?
No.
Yes. The pole is __30__ feet tall. It is __26__ feet away from the planting hole.

24. Will the trees be planted near a building?
No.
Yes. The building is _____ feet away. The building is _____ feet tall.

25. Are underground utilities present?
No. (Call OKIE at 1-800-522-6543 to be sure)
Yes. (Remember to mark them on the site map)

26. Is the planting site next to a stream, lake, pond, or water retention area?
No.
Yes. The water: Rises occasionally.
Keeps the site wet most of the time.
Level fluctuates drastically.

WHAT TREE CHARACTERISTICS ARE IMPORTANT TO YOU?

27. Would you like to eliminate trees that drop messy fruit, large leaves, or lots of twigs?
No. It's not important.
Yes. They would cause maintenance problems.

28. Would you like to avoid trees with drooping branches?
No. They won't cause any conflicts.
Yes. They will be in the way and have to be pruned.

29. Would you like to avoid trees that break easily?
    No. They won't be a hazard to people or buildings.
    Yes. They would be hazardous.

30. Would you like to avoid trees that require regular pruning when young?
    No.
    Yes.

31. Would you like to plant trees that provide food for wildlife?
    No.
    Yes.

32. Would you like to plant only native trees?
    No.
    Yes.

HOW TO USE THIS QUESTIONNAIRE:

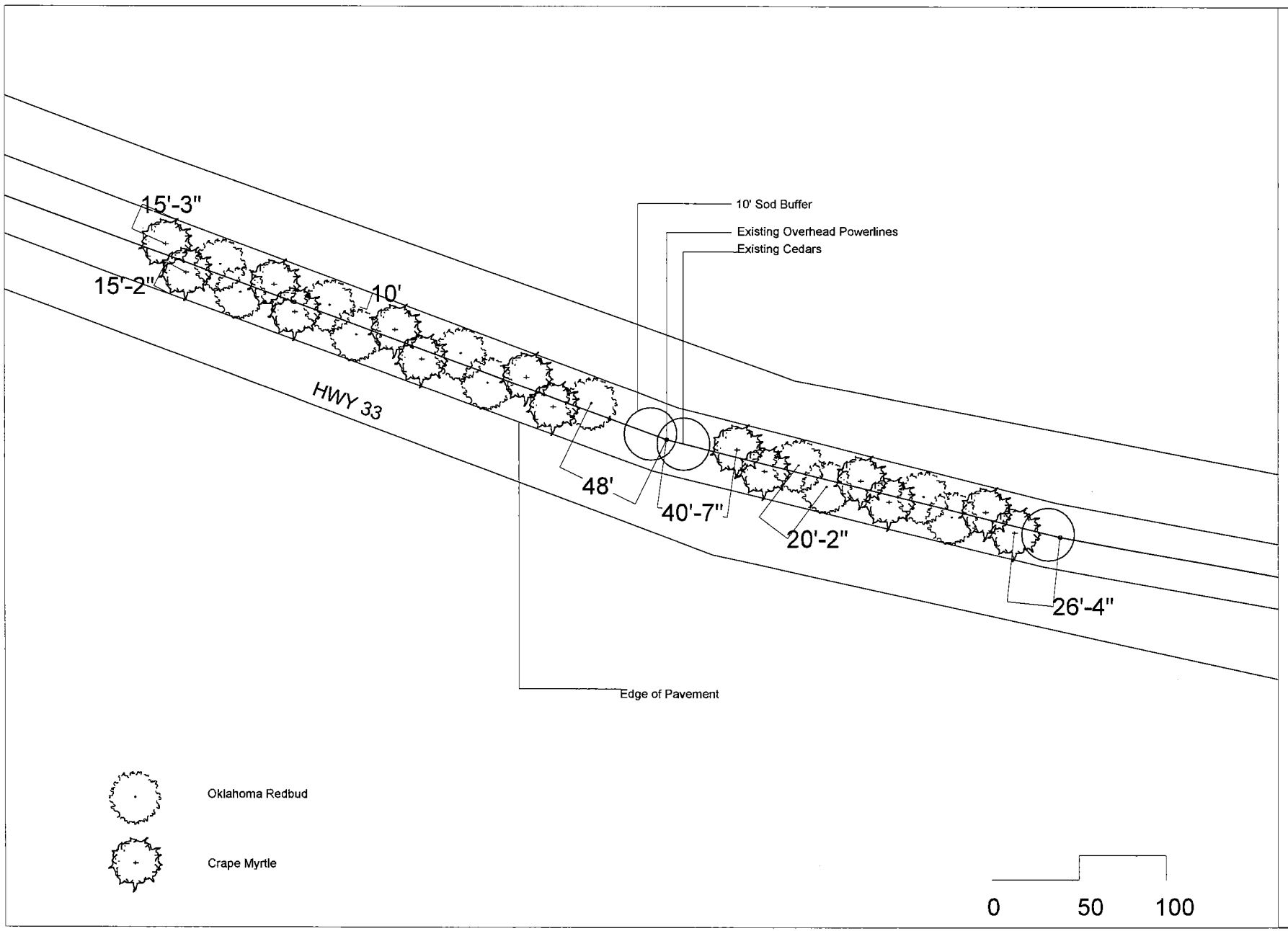
- **Fill it out for each separate site or for very different parts of the same site.**
- **Consult with your local forester / nurseryman / OSU Extension agent to choose suitable trees.**
- **Compare the descriptions of trees in reference books to the choices you have made on the questionnaire.**
- **This questionnaire allows the judges background information to choose alternative trees if necessary!**

Highway Beautification Project
City of Guthrie

Context Map
Easton
Miller
City of Guthrie
06/09/2010
Page 1 of 3

Highway Beautification Project
City of Guthrie

Median
Easton
Miller
City of
Guthrie
06/09/2010
Page 2 of 3



Highway Beautification Project
City of Guthrie

Median
Easton
Miller
City of Guthrie
06/09/2010
Page3 of 3

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CITY OF GUTHRIE OKLAHOMA

Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
X City Council	July 06, 2010	Verdell Smith, Parks Superintendent
___ GPWA		
___ Other: _____		

Agenda Item

Consider approval of the FY2010 Sports Field Use Agreement for the Guthrie Co-Ed Church Softball League.

Summary

The Guthrie Co-Ed Church Softball League has acquired and completed the FY2010 sports agreement for the use of the ball fields at Owen's Field and are now ready for execution by the City.

Funding Expected	X Revenue	___ Expenditure	___ N/A
Budgeted	___ Yes	X No	___ N/A
Account Number	_____	**Amount**	$100 deposit
Legal Review	N/A	X Required	Completed Date:
	___	___	_____
Mayor's Appt.	___ Yes	___ No	

Supporting documents attached

Guthrie Co-Ed Church Softball League Sports Agreement

Staff recommends approval.

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

CITY OF GUTHRIE OKLAHOMA

SPORTS FIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20_____ by and between the City of Guthrie, Oklahoma, a Municipal Corporation hereinafter known as the "LESSOR", and Guthrie Co-Ed. Church Softball League, an unincorporated association, hereinafter known as the "LESSEE".

WITNESSETH:

1. PREMISES:

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

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

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of July 2010 (the "Commencement Date"), and ending on the 12 day of August, 2010, subject to termination as provided

3/8/2010

herein (the "Lease Term").

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

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

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

3/8/2010

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

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

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

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

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

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

8. HOLDING OVER: If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is the property of someone other than LESSEE, LESSEE agrees to indemnify and hold

LESSOR harmless from all suits, actions, liability, loss, damages, and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR.

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

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

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

3/8/2010

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

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

(a) LESSEE shall fail to comply with rental provisions outlined in paragraph 2, or shall fail to pay for the insurance described in paragraph 6, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date such installment or reimbursement was due.

(b) LESSEE shall disband, become insolvent, or shall make transfer in fraud to creditors, or shall make an assignment for the benefit of creditors.

(c) LESSEE shall file, or have filed against it, a petition, voluntary or involuntary, under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt, a debtor in bankruptcy or insolvent in proceedings filed against LESSEE thereunder.

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

(e) LESSEE shall fail to comply with any term, provisions, or covenant of this Lease (other than the foregoing in this paragraph) and shall not cure such failure within fifteen (15) days after written notice thereof of LESSEE.

(f) LESSEE shall fail to file any sales tax reports in a timely manner or fail to timely pay any sales tax receipts to the Oklahoma Tax Commission.

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

(a) Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may

suffer as a result of termination of this Lease, including the expense of repossession, and any repairs or remodeling undertaken by LESSOR following repossession.

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

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

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

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

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

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

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

Election of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants

herein contained. No act or thing done by the LESSOR or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

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

"LESSOR"
City of Guthrie

ATTEST:

By:_____

_____
City Clerk

"LESSEE"
Guthrie Co-Ed Church Softball League

ATTEST:

By: Corinne Leach

_____
Secretary

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

3/8/2010

EXHIBIT A

OWEN FIELD
203 S. ACADEMY ROAD

LEGAL DESCRIPTION

15 ACRES MOL
Legal: 03WI 16N 12NE

N 1/2 of the SE 1/4 of Section 12, T 16N, R3W

EXHIBIT B

KEY DISTRIBUTION SHEET

DATE _____

ORGANIZATION: Guthrie Co-Ed Church Softball League

FIELD: Owen's Field

KEYS TO: _____

NO. OF KEYS OR SETS: _____

RESPONSIBLE PARTY:

Corinne Leach
NAME

_____
ADDRESS PHONE NO.

EXHIBIT C

SPORTS FIELD MOWING SCHEDULE
2010

Rain may cause schedule to vary by a day or two.

2 WEEKS SCHEDULE MOWING,TRIMMING

LOCATION	DAY	MONTH AND DATE
COTTONWOOD FLATS	MONDAY	March 15th and 29th
		April 12th and 26th
		May 10th and 24th
		June 7th and 21st
		July 5th and 19th
		August 2nd , 16th and 30th
		September 13th and 27th
		October 12th and 26th
OWEN FIELD	TUESDAY	March 16th and 30th
		April 13th and 27st
		May 11th and 25th
		June 8th and 22nd
		July 6th and 20th
		August 3rd, 17th and 31st
		September14th and 28th
		October 6th and 20th
SOCCER FIELDS	WEDNESDAY	March 17th and 31st
KIWANIS FIELD	WEDNESDAY	April 14th and 22nd
		May 12th and 26th
		June 9th and 23rd
		July 7th and 21st
		August 4th and 18th
		September 1st, 15th and 29th
		October 13th and 27th

EXHIBIT D

PROOF OF INSURANCE

Mutual Company
Nonassessable

CHURCH MUTUAL INSURANCE COMPANY

3000 Schuster Lane, P.O. Box 357, Merrill, WI 54452

COMMON POLICY DECLARATIONS PAGE

WARNING

ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

POLICY NO.: 0207139-02-117499

ITEM 1. NAMED INSURED AND ADDRESS:
FIRST CHURCH OF THE NAZARENE
304 N MIDWEST BLVD
GUTHRIE OK 73044

ITEM 2. POLICY PERIOD: FROM 10/01/09 TO 10/01/12
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

0207139-02-690139
(RENEWAL OF)

ITEM 3. THE NAMED INSURED IS: RELIGIOUS INSTITUTION

ITEM 4. AGENT: 11-129
SCOTT LODES
SOUTHERN DIVISION OFFICE
LAKE PARK TOWER
6525 N MERIDIAN STE 309
OKLAHOMA CITY OK 73116
(800) 554-2642

ITEM 5. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:

PROPERTY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:

A 100(01-01)	PROPERTY CONDITIONS
A 1001(01-08)	IDENTITY RECOVERY COVERAGE FORM
A 1009(11-08)	WATER EXCLUSION ENDORSEMENT
A 101(04-06)	BUILDING AND PERSONAL PROPERTY COVERAGE - RELIGIOUS
A 109(06-87)	CANCELLATION CHANGES
A 127(04-06)	CAUSES OF LOSS - SPECIAL FORM
A 154(10-99)	SYSTEMS/EQUIPMENT BREAKDOWN COVERAGE FORM
A 174(01-05)	OKLAHOMA CHANGES - APPRAISAL
A 924(04-91)	OKLAHOMA AMENDATORY ENDORSEMENT
A 945.2(01-08)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Church Mutual INSURANCE COMPANY

GENERAL LIABILITY COVERAGE PART
DECLARATIONS PAGE

POLICY NO.: 0207139-02-117499

ITEM 1. LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS AND SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	$ 3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$ 1,000,000
EACH OCCURRENCE LIMIT (BODILY INJURY AND PROPERTY DAMAGE COMBINED)	$ 1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (COMBINED)	$ 1,000,000
MEDICAL EXPENSE LIMIT - ANY ONE PERSON (OTHER THAN SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	$ 10,000
PROPERTY DAMAGE LEGAL LIABILITY - ANY ONE OCCURRENCE	$ 300,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIMIT (COMBINED) - ALL LOCATIONS AND OPERATIONS	
EACH CLAIM LIMIT	$ 50,000
AGGREGATE LIMIT	$ 150,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION MEDICAL EXPENSE LIMIT	
ANY ONE PERSON	$ 10,000
AGGREGATE LIMIT	$ 50,000
LEGAL DEFENSE COVERAGE LIMIT	
EACH DEFENSIBLE INCIDENT LIMIT	$ 5,000
AGGREGATE LIMIT	$ 15,000
CATASTROPHIC VIOLENCE RESPONSE	
PER PERSON LIMIT	$ 50,000
EACH VIOLENT INCIDENT LIMIT	$ 300,000
VIOLENT INCIDENT AGGREGATE LIMIT	$ 300,000

ITEM 2. DESCRIPTION AND CLASSIFICATION OF PREMISES AND OPERATIONS:
ALL PREMISES AND OPERATIONS UNLESS EXCLUDED IN ITEM 3 BELOW.

NONE

ITEM 3. EXCLUSION ENDORSEMENTS:

NONE

Church Mutual INSURANCE COMPANY

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POLICY NO.: 0207139-02-117499

OTHER ENDORSEMENTS:

LOSS OF LIFE ENDORSEMENT.	EACH PERSON LIMIT OF INSURANCE:	$	10,000
	EACH ACCIDENT LIMIT OF INSURANCE:	$	20,000