



60<sup>th</sup> 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. 2<sup>nd</sup> Street, Guthrie, OK 73044

Tuesday, September 15, 2009 7:00 p.m.

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 September 1, 2009..... 3
B. Consider approval of claims ..... 5

RESOLUTION

- 4. Consider approval of Resolution No. 2009-16, adopting FY 2010 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds.....15
5. 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 Meeting (Workshop) held August 27, 2009 ..... 21
B. Consider approval of minutes of the Regular City Council Meeting held September 1, 2009 ..... 23
C. Consider approval of claims .....31
D. Consider approval of an agreement with Kenneth and Terri McBane for occupancy of the Liberty Lake House..... 33
E. Consider approval of Renewal Lease Agreement between the City of Guthrie and American Shooting Academy for use of the City of Guthrie Gun Range .....39
F. Consider approval of contract for City Attorney .....45
3. Consider approval of Treasurer’s Report .....49
4. Consider approval of Audit Engagement Letter with John M. Arledge & Associates, P.C. to provide auditing services for FY 2009 .....59
5. Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting Services for FY 2010.....67

6. Consider award of Bid #2009-11 Phase 1 Lakeside Drive Paving & Drainage Improvements to the low bid of All Roads Paving of Oklahoma City, in the amount of \$63,710.50 .....73
7. Consider approval of Diversified Construction of Okla. Inc., Change Order No. 2 for items not covered by the plans or specifications when bid, and adding a cost of \$6,171.00 to the contract .....77
8. Consider approval of HCCCo LLC Change Order No. 2 for Section A of the Water Systems Improvements - Water Treatment Plant - increasing the calendar days of the contract by thirty and increasing the contract price by \$74,773.80 to meet the field conditions as described in Exhibits A & B.....79
9. Consider approval of Change Order No. 3 for Section D of the Water Systems Improvements - Retrofit Intake Structure Gates at Liberty Lake and Guthrie Lake - increasing the contract by \$5,669.00 for Item #5 and Item #6 .....83
10. Consider approval of expanded beer garden boundaries for the Art & Wine Festival and permit the sale of wine and 6.0 beer in addition to low-point beer on October 3 and 4, 2009 .....87
11. Consider approval of consent to Assignment of Hangar Ground Lease Agreement from Joe Underwood to Brian Greg .....93

**RESOLUTION**

12. Consider approval of Resolution No. 2009-16, adopting FY 2010 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds To Adopt Budget ..... (see pg 15)
13. City Manager’s Report
14. Requests/comments from members of the City Council.
15. Consider convening an Executive Session pursuant to the Authority of Title 25, O.S. 2001, Sections:
  - 307 (B)(1) to discuss the employment, hiring, appointment, promotion, demotion, discipline, resignation or termination of council-appointed employees (City Manager).
  - 307(B)(3) for the Purpose of Discussing the purchase or appraisal of real property (Logan County Asphalt).
16. Consideration of action regarding the employment, hiring, appointment, promotion, demotion, discipline, resignation or termination of council-appointed employees (City Manager).
17. Consideration of action regarding the purchase or appraisal of real property (Logan County Asphalt).
18. Adjourn

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY

September 1, 2009

The regular meeting of the Guthrie Public Works Authority was posted on Friday, August 28, 2009 and held September 1, 2009 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	Ellen Gomes
	John Wood	Patty Hazlewood	Gaylord Z. Thomas

Members Absent: Mary Coffin

Staff Present:	Melody Kellogg	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Rene Spineto	Aaron Barth
	Jim Ahlgren	Kevin Dixon, Jr.	

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

**Public Comments.** Ms. Karen Schandorf addressed the Guthrie Public Works Authority Trustees regarding the citizen's petition.

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

A. Consider approval of the minutes from the Regular Guthrie Public Works Authority Meeting held on August 18, 2009.

B. Consider approval of Claims:

GPWA Fund:	Regular Claims	\$17,003.58
Water Treatment Plant Fund:	Regular Claims	\$ 2,509.60
Miscellaneous Funds:	Early Pays	<u>\$ 2,849.05</u>
	<b>TOTAL CLAIMS:</b>	<b>\$22,362.23</b>

C. Consider approval of the Water Meter Reading Services Agreement between the Guthrie Public Works Authority and Burrell, Inc. for the period of October 1, 2009 through September 30, 2010.

- D. Consider approval of the Agricultural Lease Agreement between Guthrie Public Works Authority and Hugh Plagg for the period of October 1, 2009 through September 30, 2010.
- E. Consider approval of Requisition for Payment from the Guthrie Custodial Agency Account to City of Guthrie for the annual lease/purchase payment on the American Eagle Pumper Truck in the amount of \$21,834.52.
- F. Consider approval of Budget Amendment No.7 increasing GPWA Fund, Grants Fund, Hotel/Motel Tax Fund, Capital Projects Fund, Airport Grant Fund and Airport Fund for funds received by different entities.
- G. Consider Renewal Agreement between the Guthrie Public Works Authority and Waste Connections of Oklahoma, Inc. for collection and disposal of trash and garbage.

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

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

Chairman Burtcher declared the motion carried unanimously.

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

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

Chairman Burtcher declared the motion carried unanimously at 7:11 p.m.

---

Wanda Calvert, City Clerk

---

Chuck Burtcher, Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

September 15, 2009

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.

A handwritten signature in blue ink, appearing to read "Kevin Dixon Jr.", written over a horizontal line.

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
1634487	AMERICAN STAMP & MARKING	Stamp Order Plus Shipping	01-01-00-6100	\$30.52
168074	MCLAIN-CHITWOOD (358)	Misc. Office Supplies	01-01-00-6100	\$1,023.56
8721980	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$67.48
8798512	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$1,233.47
8810627	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$5.98
8920958	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$180.05
8938992	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$71.76
207630443	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	\$2,732.82
207809203	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	\$164.68
208064071	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	\$213.64
208333054	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	\$3.00
20285249/09	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$5.40
2028704	WALMART COMMUNITY BRC(207	Supplies	01-01-00-6103	\$13.50
4218	ADVANCE DOOR CONTROLS(20	1ea Countral Swich for the front door	01-01-00-6112	\$84.48
AUGUST2009	CREDIT CARD OPERATIONS(206	Parts for the Coffee Maker	01-01-00-6112	\$37.94
001809	HURLEY PLUMBING(267)	Misc. Repairs	01-01-00-6112	\$50.00
001825	HURLEY PLUMBING(267)	Misc. Repairs	01-01-00-6112	\$50.00
001828	HURLEY PLUMBING(267)	Misc. Repairs	01-01-00-6112	\$48.00
2317941 AND 23	OKLA HOME CENTERS, INC. (20	Misc. Building Supplies	01-01-00-6112	\$18.15
21140	STANDARD HOME & IND.,INC. (1	Repair Leaks on City Hall Roof	01-01-00-6112	\$420.00
2028704	WALMART COMMUNITY BRC(207	Bathroom Shower Soap Supplies	01-01-00-6112	\$19.96
2029223	AT&T (569)	Phone Service Aug. 2009	01-01-00-6301	\$1,869.69
2029222aug09	ALLTEL COMMUNICATIONS,INC.(	Cell phone serves Aug. 2009	01-01-00-6318	\$229.53
2029221jun09	ALLTEL (BLACKBERRY SERVICE	Monthly Billing Black Berry phones Jun.2009	01-01-00-6318	\$131.79
AUGUST ROOF	GUTHRIE NEWS LEADER (1578)	Bid Notice for Roof Bids	01-01-00-6334	\$672.03
9/8/2009 ELECTI	GUTHRIE NEWS LEADER (1578)	Legal Publications - Special Election for Sept	01-01-00-6338	\$119.75
717839ER	AFLAC(20180)	Service Fee - August/2009	01-01-00-6346	\$29.25
255705	THYSSENKRUPP ELEVATOR(168	Elevator Maintenance	01-01-00-6347	\$195.31
OKC09090399	JANI-KING (21595)	Monthly Contact Billing	01-01-00-6373	\$1,514.00
		<b>Total</b>		<b>\$11,235.74</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$11,235.74</b>
030806	O.M.L.(426)	Newly Elected Officials Seminar - June 11th t	01-02-20-6048	\$125.00
CNIN057794	BMI SYSTEMS, INC. (664)	Maintenance for Finance Canon Copier (JJM	01-02-20-6317	\$365.30
		<b>Total CITY MANAGER</b>		<b>\$490.30</b>
CNIN057966	BMI SYSTEMS, INC. (664)	Maintenance for 3rd floor Canon Copier (JJM	01-02-23-6317	\$239.97
		<b>Total PURCHASING/ACCOUNTS PAYABLE</b>		<b>\$239.97</b>
		<b>Total ADMINISTRATION</b>		<b>\$730.27</b>
AUGUST2009	DEWART- GUMERSON INS. AGE	Notary Renewal & Seal for Kim Biggs	01-03-30-6331	\$100.00
		<b>Total FINANCE</b>		<b>\$100.00</b>
		<b>Total FINANCE</b>		<b>\$100.00</b>
793966	CREDIT CARD OPERATIONS(206	Font Software	01-04-45-6125	\$107.06
71591	CIVICPLUS 22473	1/3 Setup Fee for Website	01-04-45-6381	\$5,853.00
AUGUST.2009	COX COMMUNICATIONS(20698)	Fire Dept. Internet services	01-04-45-6381	\$39.95
AUGUST2009	COX COMMUNICATIONS(20698)	PD Internet services	01-04-45-6381	\$124.95
		<b>Total INFORMATION SERVICES</b>		<b>\$6,124.96</b>
		<b>Total INFORMATION SERVICES</b>		<b>\$6,124.96</b>

**City of Guthrie**  
**A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
SI092907	CREDIT CARD OPERATIONS(206	AutoCad Renewal - Rene Spineto	01-05-50-6355	\$565.27
062309-1	VILLAGIS 22288	3rd Quarter Invoice August & September Villa	01-05-50-6356	\$1,500.00
		<b>Total COMMUNITY DEVELOPMENT</b>		<b>\$2,065.27</b>
CNIN057655BMI	BMI SYSTEMS, INC. (664)	Maintenance and Lease for Planning Canon Co	01-05-53-6123	\$203.00
		<b>Total ECONOMIC DEVELOPMENT</b>		<b>\$203.00</b>
		<b>Total PLANNING</b>		<b>\$2,268.27</b>
5310	AIR TRON MECHANICAL INC (20	Repairs on Ait Unit (Replaces Bad Bourd, an	01-06-60-6112	\$901.74
5312	AIR TRON MECHANICAL INC (20	Repairs on Ait Unit (Replaces Bad Bourd, an	01-06-60-6112	\$817.00
2028704	WALMART COMMUNITY BRC(207	Swiffer Products	01-06-60-6112	\$20.94
2028704	WALMART COMMUNITY BRC(207	Swiffer Products and Cleaners	01-06-60-6112	\$16.06
47801	JUNIOR LIBRARY GUILD (1896)	Juvenile and Teen Books/Standing Order 8 p	01-06-60-6130	\$101.76
		<b>Total LIBRARY</b>		<b>\$1,857.50</b>
		<b>Total LIBRARY</b>		<b>\$1,857.50</b>
2009-05186	INTEGRIS HEALTH (1603)	Physicals for Lamb and Thorne	01-07-70-6030	\$900.00
2028704	WALMART COMMUNITY BRC(207	Food for Jail	01-07-70-6106	\$72.44
2028704	WALMART COMMUNITY BRC(207	SunnyD	01-07-70-6106	\$4.16
50101/1	BONEYARD GRILL (22102)	Meals for visiting Sergeants - Oral Boards 8/2	01-07-70-6107	\$53.25
159926	ONE-HOUR MASTER PHOTO(452	2 Tapes to DVD	01-07-70-6120	\$24.00
2028704	WALMART COMMUNITY BRC(207	Camera-Cam Accessories	01-07-70-6120	\$100.00
2028704	WALMART COMMUNITY BRC(207	Camera-Cam Accessories	01-07-70-6120	\$383.76
2028704	WALMART COMMUNITY BRC(207	DVD 10 Pack	01-07-70-6311	\$9.98
2028704	WALMART COMMUNITY BRC(207	HP Mouse	01-07-70-6311	\$13.44
1460	DEAN'S WRECKER(20430)	Tow 2009 Dodge to GMS, plus mileage, fuel	01-07-70-6316	\$72.08
2028704	WALMART COMMUNITY BRC(207	Belt Dressing, 22" Michelin HP	01-07-70-6316	\$9.14
CNIN055133	BMI SYSTEMS, INC. (664)	Maintenance for Police Canon Copier	01-07-70-6317	\$143.12
2026771AUGUS	LOGAN COMMUNITY SERVICES,	Shelter Service	01-07-70-6345	\$125.00
		<b>Total POLICE ADMINISTRATION</b>		<b>\$1,910.37</b>
0026238-2176-2	WASTE MANAGEMENT (22106)	DEY-Dead Animals, Fuel Surcharge	01-07-72-6114	\$89.23
		<b>Total ANIMAL CONTROL</b>		<b>\$89.23</b>
AUGUST NUISA	GUTHRIE NEWS LEADER (1578)	Ad for Bids for Nuisance Abatement to Clean	01-07-74-6334	\$25.00
2028704	WALMART COMMUNITY BRC(207	Camera-Cam and Accessories	01-07-74-6354	\$508.76
		<b>Total CODE COMPLIANCE</b>		<b>\$533.76</b>
		<b>Total POLICE</b>		<b>\$2,533.36</b>
B714	EMBROIDERY MAGIC(20589)	Fire Department Uniform Caps	01-09-90-6016	\$446.40
456444	HOMETOWN RENTAL & FEED(16	HC-150 Hedge Trimmer	01-09-90-6102	\$279.99
40587	BLOOM APPLIANCE & SATELLIT	Service Ice Maker	01-09-90-6107	\$60.00
21486	COMMERCIAL OFFICE INTERIOR (2)	Reclining Chairs	01-09-90-6112	\$1,250.00
0218-327623	O'REILLY AUTO PARTS (952)	Misc Parts and Supplies	01-09-90-6112	\$129.99
0218-328072	O'REILLY AUTO PARTS (952)	Misc Parts and Supplies	01-09-90-6112	\$16.40
2028704	WALMART COMMUNITY BRC(207	Program Coffee Maker	01-09-90-6112	\$39.88
2028704	WALMART COMMUNITY BRC(207	Soap Supplies	01-09-90-6114	\$11.32
157454	CHIEF FIRE & SAFETY(92)	Rotator Lights Q-1	01-09-90-6316	\$344.00
897262	HOMETOWN RENTAL & FEED(16	Parts, Supplies	01-09-90-6317	\$117.85
2316527	OKLA HOME CENTERS, INC. (20	Parts and Supplies	01-09-90-6317	\$5.15
2317547	OKLA HOME CENTERS, INC. (20	Parts and Supplies	01-09-90-6317	\$5.99
2317715	OKLA HOME CENTERS, INC. (20	Parts and Supplies	01-09-90-6317	\$100.51

## City of Guthrie A/P Claims List

Invoice #	Vendor	Description	Account	Cost
2317847	OKLA HOME CENTERS, INC. (20	Parts and Supplies	01-09-90-6317	\$2.78
2028704	WALMART COMMUNITY BRC(207	Multi Tow Adaptor	01-09-90-6317	\$18.88
		<b>Total SUPPRESSION</b>		<b>\$2,829.14</b>
B715	EMBROIDERY MAGIC(20589)	Fire Department Caps	01-09-92-6016	\$138.00
124888	SPECIAL-OPS UNIFORMS, INC.(5	Misc. Supplies	01-09-92-6016	\$201.97
INV1193097	EMERGENCY MEDICAL PRODUC	EMS Supplies	01-09-92-6104	\$753.42
INV1201095	EMERGENCY MEDICAL PRODUC	EMS Supplies	01-09-92-6104	\$559.95
INV1203128	EMERGENCY MEDICAL PRODUC	EMS Supplies	01-09-92-6104	\$1,431.27
CL55304	LAMPTON WELDING SUPPLY(32	Oxygen	01-09-92-6104	\$122.04
PE68317	LAMPTON WELDING SUPPLY(32	Misc Welding Supplies	01-09-92-6104	\$26.00
PE68619	LAMPTON WELDING SUPPLY(32	Oxygen	01-09-92-6104	\$47.09
2028704	WALMART COMMUNITY BRC(207	Bayer	01-09-92-6104	\$6.43
233808	CASCO INDUSTRIES (666)	Bunker Boots (New FF - Mike Nettles)	01-09-92-6110	\$315.00
1026829	WAYEST SAFETY, INC.(1024)	Braket Kit for Ben 2 Helment , plus estimated	01-09-92-6110	\$67.93
2028704	WALMART COMMUNITY BRC(207	Laundry Supplies - FD	01-09-92-6310	\$71.54
2029141JULY 20	INTERMEDIX (22025)	EMS Billing 7/1/2009 to 7/31/2009	01-09-92-6373	\$5,545.65
		<b>Total EMS</b>		<b>\$9,286.29</b>
2028704	WALMART COMMUNITY BRC(207	Powerforce Turbo Vac	01-09-96-6114	\$72.44
2029019SEPTE	INTEGRATED CIRCUITS (21906)	F-50 Radio	01-09-96-6318	\$410.00
AUGUST 2009	INTEGRATED CIRCUITS (21906)	Icom F50 Battery Clips	01-09-96-6318	\$48.00
		<b>Total PREVENTION</b>		<b>\$530.44</b>
		<b>Total FIRE</b>		<b>\$12,645.87</b>
2028704	WALMART COMMUNITY BRC(207	Phone Car and Wall Chargers	01-12-00-6316	\$44.88
2028704	WALMART COMMUNITY BRC(207	No Smoking Signs	01-12-00-6316	\$10.00
		<b>Total</b>		<b>\$54.88</b>
		<b>Total STREET</b>		<b>\$54.88</b>
825 0495851	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$45.08
825 0497224	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$45.08
142598 AND 142	NAPA (30)	Oil Dry, Rough servie Bulbs, etc.	01-14-00-6114	\$59.18
143498 AND 143	NAPA (30)	Oil Dry, Rough Service Bulbs, Etc.	01-14-00-6114	\$55.38
		<b>Total</b>		<b>\$204.72</b>
113797	A-1 RADIATOR SERVICE, INC. 2	Radiator Repairs and Service	01-14-41-6116	\$240.00
39871	COUNTRY FORD-MERCURY (130	Misc. Ford Parts	01-14-41-6116	\$823.71
GPWA AUGUST	EIGHT BALL CAR WASH(20776)	Wash GPWA City Vehicles	01-14-41-6116	\$29.38
121445	JOHN VANCE MOTORS(602)	Misc GM and Chrysler Parts	01-14-41-6116	\$748.62
142587	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$32.75
142707	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$14.77
142912	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$9.73
143005	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$6.00
143029	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$34.66
143042	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$18.22
143442	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$13.90
143487	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$8.50
0218-325882	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$11.02
0218-325897	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$35.51
0218-325967	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$84.95
0218-325985	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$52.46

**City of Guthrie**  
**A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
0218-326070	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$72.00
0218-326090	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$87.58
0218-326150	O'REILLY AUTO PARTS (952)	CREDIT	01-14-41-6116	(\$52.49)
0218-326511	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$6.25
0218-326518	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$49.98
0218-326721	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$19.99
218-328948	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$357.48
218-329156	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$70.31
218-330185	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$37.04
218-330389	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$109.04
218-330472	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	(\$37.04)
218-330625	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	(\$35.00)
218-330800	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$14.99
218331511	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$64.98
218-331569	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$6.99
218-331705	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$19.99
5524443	ROBERTS TRUCK CENTER(2001)	International Truck Parts	01-14-41-6116	\$10.41
2028704	WALMART COMMUNITY BRC(207	Lucas Oil Stabilizer/Brake Cleaner	01-14-41-6116	\$231.43
2029133	WESTERN MOBILE GLASS & AT	Vehicle Windshields	01-14-41-6116	\$225.00
<b>Total VEHICLE MAINTENANCE</b>				<b>\$3,423.11</b>
<b>Total FLEET MAINTENANCE</b>				<b>\$3,627.83</b>
2028704	WALMART COMMUNITY BRC(207	Drinks/Hydration Gatorade	01-15-11-6110	\$125.70
25117	WILLOBY'S WHOLESALE (631)	Ice and Water	01-15-11-6110	\$27.96
5306	AIR TRON MECHANICAL INC (20	Repairs to 2 airunits at Highland Hall	01-15-11-6112	\$170.00
AUGUST2009	BLAIR SIGNS (1749)	No Skateboards Signs for Mineral Wells Pavil	01-15-11-6112	\$120.00
431165	GOOCH-SMITH ELECTRIC(1279)	Highland Hall, Highland Park Trails - Light Re	01-15-11-6112	\$496.00
1824	HURLEY PLUMBING(267)	Kiwanis Sewer Repairs	01-15-11-6112	\$93.90
1826	HURLEY PLUMBING(267)	Kiwanis Sewer Repairs	01-15-11-6112	\$18.50
16743	MAKER'S GLASS SHOP(346)	314 West Springer - Repairs to Storm Doors	01-15-11-6112	\$72.49
2028704	WALMART COMMUNITY BRC(207	Supplies	01-15-11-6112	\$93.35
2029178AUGUS	WALKER TIRES(160)	Back Hoe Tires	01-15-11-6316	\$794.00
2028704	WALMART COMMUNITY BRC(207	Outdoor Maintenance Supplies	01-15-11-6316	\$148.88
ED1366	CENTRAL NEW HOLLAND(93)	Parts for bad boy mowers	01-15-11-6317	\$195.85
0218-329006	O'REILLY AUTO PARTS (952)	Supplies for Vehicles, Mowers and Power Eq	01-15-11-6317	\$43.09
0218-330448	O'REILLY AUTO PARTS (952)	Supplies for Vehicles, Mowers and Power Eq	01-15-11-6317	\$17.75
0218-330913	O'REILLY AUTO PARTS (952)	Supplies for Vehicles, Mowers and Power Eq	01-15-11-6317	\$29.98
0218-332146	O'REILLY AUTO PARTS (952)	Supplies for Vehicles, Mowers and Power Eq	01-15-11-6317	\$17.94
440306	PRO POWER EQUIPMENT(20625	Weed Eater Head, Trimming Line and Spark	01-15-11-6317	\$320.46
8/11/2009	SUTTON TRACTOR (21650)	Mower Blades, Pulley and Oil Filters	01-15-11-6317	\$585.13
2028704	WALMART COMMUNITY BRC(207	Car Wash Cleaning Supplies	01-15-11-6317	\$99.60
2028704	WALMART COMMUNITY BRC(207	Maintenance Supplies for Ground Equipment	01-15-11-6317	\$75.31
<b>Total PARKS</b>				<b>\$3,545.89</b>
<b>Total PARKS &amp; PUBLIC GROUNDS</b>				<b>\$3,545.89</b>
2118	LEISURE TIME POOLS & SPAS	2 Small Tabs for Pool Chemicals	01-16-00-6104	\$187.90
2132	LEISURE TIME POOLS & SPAS	2 Small Tabs for Pool Chemicals	01-16-00-6104	\$12.99
2028704	WALMART COMMUNITY BRC(207	Highland Pool Cleaning Supplies	01-16-00-6112	\$143.70
000790 AND 007	SAM'S CLUB DIRECT(516)	Poll Concessions	01-16-00-6128	\$759.49
003566	SAM'S CLUB DIRECT(516)	Poll Concessions	01-16-00-6128	\$228.48

**City of Guthrie**  
**A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
2028704	WALMART COMMUNITY BRC(207	NPL .5 Liter 24 Pack PUR	01-16-00-6128	\$7.76
		<b>Total</b>		<b>\$1,340.32</b>
		<b>Total MUNICIPAL POOL</b>		<b>\$1,340.32</b>
		<b>Total GENERAL FUND</b>		<b>\$46,064.89</b>
419034814	CINTAS FIRST AID & SAFETY (21	Supplies for First Aid Cabinet	20-21-00-6114	\$70.00
2029223	AT&T (569)	Phone Service Aug. 2009	20-21-00-6301	\$329.95
2026774SEPTE	USPS - UNITED STATES POSTAL	Post Meter	20-21-00-6309	\$1,055.00
2029222aug09	ALLTEL COMMUNICATIONS,INC.(	Cell phone serves Aug. 2009	20-21-00-6318	\$304.25
2029221jun09	ALLTEL (BLACKBERRY SERVICE	Monthly Billing Black Berry phones Jun.2009	20-21-00-6318	\$50.00
2029158AUGUS	O.M.A.G.(21303)	Endorsement from 6/2009 through 11/1/2009	20-21-00-6326	\$1,725.20
2028038JULY09	C.A.C. FINANCIAL CORP. (1405)	Collection Fees for February 2009	20-21-00-6340	\$51.97
2027872SEPTE	OKLA STATE BANK (22069)	GPWA Revenue Bonds 2001 - Moved From	20-21-00-6938	\$23,321.26
		<b>Total</b>		<b>\$26,907.63</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$26,907.63</b>
2029176AUGUS	VALERIE EPPERSON (329)	Mileage for August 2009	20-22-00-6047	\$17.05
		<b>Total</b>		<b>\$17.05</b>
		<b>Total PUBLIC WORKS ADMINISTRATION</b>		<b>\$17.05</b>
157026	ALTIVIA(20798)	Chlorine Gas	20-23-00-6104	\$1,700.00
162	MID AMERICA HYDRO TECH (211	Chemicals	20-23-00-6104	\$7,509.00
2842053	SIEMANS WATER TECHNOLOGI	Mixed Bed Type Distilled Water Tank and fuel	20-23-00-6109	\$163.00
9H13072	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$300.00
9H13073	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$50.00
9H20042	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$125.00
2317963	OKLA HOME CENTERS, INC. (20	Contractors Supplies, Parts and Misc.	20-23-00-6317	\$2.19
2318026	OKLA HOME CENTERS, INC. (20	Contractors Supplies, Parts and Misc.	20-23-00-6317	\$8.75
2318042	OKLA HOME CENTERS, INC. (20	Contractors Supplies, Parts and Misc.	20-23-00-6317	\$4.98
		<b>Total</b>		<b>\$9,862.92</b>
		<b>Total WATER PLANT</b>		<b>\$9,862.92</b>
20268408/09	GHM ENTERPRISES (1097)	Cleaning (Blanket)	20-24-00-6016	\$10.80
143950	NAPA (30)	Estimated Price for Portable Fuel Tank	20-24-00-6102	\$582.61
9H06056	ACCURATE ENVIRONMENTAL,LL	Annual Testing	20-24-00-6109	\$300.00
2318801	OKLA HOME CENTERS, INC. (20	Misc Parts and Supplies	20-24-00-6112	\$14.77
06 25841	P&K EQUIPMENT, INC. (273) ED	Lawn Mower Parts	20-24-00-6112	\$38.65
2028704	WALMART COMMUNITY BRC(207	KIWI Boot Protector	20-24-00-6114	\$15.00
2028704	WALMART COMMUNITY BRC(207	Batteries	20-24-00-6114	\$11.25
2028704	WALMART COMMUNITY BRC(207	Rain Gauge	20-24-00-6114	\$4.00
1690	S & D ELECTRIC MOTOR SHOP (	Repair of 2.2 Flygt Pump	20-24-00-6317	\$2,210.00
26161	WILLOBY'S WHOLESALE (631)	Misc Supplies and Hardware	20-24-00-6317	\$32.54
		<b>Total</b>		<b>\$3,219.62</b>
		<b>Total WASTE WATER TREATMENT PLANT</b>		<b>\$3,219.62</b>
0419034219	CINTAS FIRST AID & SAFETY (21	First Aide Cabinet Filled	20-26-00-6110	\$155.55
2028704	WALMART COMMUNITY BRC(207	Tire Mount, Balance TR413 Pkge	20-26-00-6317	\$84.00
2028704	WALMART COMMUNITY BRC(207	Carry Tank	20-26-00-6317	\$28.88
		<b>Total</b>		<b>\$268.43</b>

**City of Guthrie**  
**A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
<b>Total CONVENIENCE CENTER</b>				<b>\$268.43</b>
14600	HOMETOWN RENTAL & FEED(16	Rental of Trencher to relocate a water service	20-27-00-6119	\$75.00
2316699	OKLA HOME CENTERS, INC. (20	PVC Fittings, Concrete, etc.	20-27-00-6119	\$32.25
2316767	OKLA HOME CENTERS, INC. (20	PVC Fittings, Concrete, etc.	20-27-00-6119	\$21.99
2317964	OKLA HOME CENTERS, INC. (20	PVC Fittings, Concrete, etc.	20-27-00-6119	\$36.74
2317968	OKLA HOME CENTERS, INC. (20	PVC Fittings, Concrete, etc.	20-27-00-6119	\$5.49
2318340	OKLA HOME CENTERS, INC. (20	PVC Fittings, Concrete, etc.	20-27-00-6119	\$55.30
10598	J&R EQUIPMENT(21216)	Contractors Supplies	20-27-00-6317	\$3,006.28
85063	RON'S MOBILE TIRE (506)	Tire Repair	20-27-00-6317	\$107.50
85183	RON'S MOBILE TIRE (506)	Replace damaged Tire on the Vector Truck	20-27-00-6317	\$636.78
85440	RON'S MOBILE TIRE (506)	Tire Repair	20-27-00-6317	\$10.00
85465	RON'S MOBILE TIRE (506)	Tire Repair	20-27-00-6317	\$8.00
85627	RON'S MOBILE TIRE (506)	Tire Repair	20-27-00-6317	\$10.00
<b>Total</b>				<b>\$4,005.33</b>
<b>Total LINE MAINTENANCE</b>				<b>\$4,005.33</b>
<b>Total GPWA OPERATING FUND</b>				<b>\$44,280.98</b>
2029065	CREDIT CARD OPERATIONS(206	Hobby Lobby - Craft Supplies	30-30-00-6541	\$173.66
3631825	DEMCO(146)	Name Badges	30-30-00-6541	\$48.91
2028704	WALMART COMMUNITY BRC(207	Library Crafts/Supplies	30-30-00-6541	\$117.21
2028704	WALMART COMMUNITY BRC(207	Library Crafts/Supplies	30-30-00-6541	\$53.62
<b>Total</b>				<b>\$393.40</b>
<b>Total GRANTS</b>				<b>\$393.40</b>
<b>Total GRANTS FUND</b>				<b>\$393.40</b>
APP.#4	DIVERSIFIED CONSTRUCTION	Mineral Wells Park Pavilion - FEMA 2008 dis	45-45-00-6510	\$19,785.00
28147(06)	MYERS ENGINEERING CORPOR	Engineering Services - Partial Pay - Pavilion	45-45-00-6510	\$935.00
<b>Total</b>				<b>\$20,720.00</b>
<b>Total HOTEL/MOTEL-TOURISM</b>				<b>\$20,720.00</b>
<b>Total HOTEL/MOTEL TAX FUND</b>				<b>\$20,720.00</b>
CNIN057918BMI	BMI SYSTEMS, INC. (664)	Copy Machine Lease for all 5 copiers	54-54-02-6705	\$308.00
<b>Total ADMINISTRATION</b>				<b>\$308.00</b>
3173116	DELAGE LANDEN PUBLIC FINAN	Lease Payment Antec 900 X20 - October 20	54-54-04-6706	\$328.64
71624220	DELL FINANCIAL (21623)	Lease Payment on Finance Desktops - Septe	54-54-04-6706	\$471.76
71668611	DELL FINANCIAL (21623)	Lease Payment on Phaser Printer September	54-54-04-6706	\$106.68
<b>Total INFORMATION SERVICES</b>				<b>\$907.08</b>
39241	LUCAS COLOR CARD (22218)	Library Cards	54-54-06-6502	\$1,108.86
<b>Total LIBRARY</b>				<b>\$1,108.86</b>
2318120	OKLA HOME CENTERS, INC. (20	Misc. Supplies for Lube Pit	54-54-14-6583	\$4.20
2318187	OKLA HOME CENTERS, INC. (20	Misc. Supplies for Lube Pit	54-54-14-6583	\$31.47
2028704	WALMART COMMUNITY BRC(207	Safety Supplies	54-54-14-6583	\$36.18
2028704	WALMART COMMUNITY BRC(207	Outdoor Safety Supplies	54-54-14-6583	\$171.83
<b>Total FLEET MAINTENANCE</b>				<b>\$243.68</b>
<b>Total FACILITIES</b>				<b>\$2,567.62</b>

**City of Guthrie**  
**A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
<b>Total CAPITAL PROJECTS</b>				<b>\$2,567.62</b>
2028913	CREDIT CARD OPERATIONS(206	Box Lunches for OAC	98-98-00-6101	\$176.22
00456406	OZARKA WATER(20773)	Water Dispenser for Building ( No Water Fou	98-98-00-6101	\$14.00
00527476	OZARKA WATER(20773)	Water Dispenser for Building ( No Water Fou	98-98-00-6101	\$12.90
2028704	WALMART COMMUNITY BRC(207	Drinking/Hydration Supplies	98-98-00-6101	\$7.00
4809	SUTTON TRACTOR (21650)	Main Belt for Mower	98-98-00-6112	\$23.22
6945	LIBRA ELECTRIC CO. (21500)	Repair Runway Lights, Taxiway Lights and R	98-98-00-6315	\$1,050.18
<b>Total</b>				<b>\$1,283.52</b>
<b>Total AIRPORT FUND</b>				<b>\$1,283.52</b>
<b>Total AIRPORT FUND</b>				<b>\$1,283.52</b>
2	LOGAN CO. ECON. DEV. COUNC	LCEDC Exel Jet Loan	99-99-00-6704	\$2,786.37
2026767SEP09	BANCFIRST(884)	Excel Jet Loan	99-99-00-6705	\$2,063.00
<b>Total</b>				<b>\$4,849.37</b>
<b>Total GUTHRIE INDUSTRIAL DEVLEOPMENT</b>				<b>\$4,849.37</b>
<b>Total GUTHRIE INDUSTRIAL DEVELOPMENT</b>				<b>\$4,849.37</b>
<b>Total All Funds</b>				<b>\$120,159.78</b>

**City of Guthrie**  
**A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
2029152August	JAMES LUCKETT, JR. 22472	Refund Animal Bond Adoption No. 0988	01-00-00-2017	\$25.00
2029144August	JOHN GREEN 22470	Refund Animal Bond(s) - Adoption No. 0531 a	01-00-00-2017	\$50.00
2029138August	MELANIE BALLARD 22468	Refund Animal Bond Adoption No. 0619	01-00-00-2017	\$25.00
		<b>Total</b>		<b>\$100.00</b>
		<b>Total</b>		<b>\$100.00</b>
2029153August	OKLA NATURAL GAS COMPANY	Gas Bill Jul. 2009	01-01-00-6307	\$0.04
		<b>Total</b>		<b>\$0.04</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$0.04</b>
2029130 August	MIKE LANOY (21940)	Reimbursement for Boots	01-07-70-6110	\$100.00
		<b>Total POLICE ADMINISTRATION</b>		<b>\$100.00</b>
		<b>Total POLICE</b>		<b>\$100.00</b>
2260	UNIQUE DESIGNS (21785)	Polo Shirts for Chief Branch - Lt. Starns	01-09-92-6016	\$130.44
		<b>Total EMS</b>		<b>\$130.44</b>
		<b>Total FIRE</b>		<b>\$130.44</b>
070900094	BARCO PRODUCTS COMPANY	Pet Station Systems	01-15-11-6112	\$1,061.50
		<b>Total PARKS</b>		<b>\$1,061.50</b>
		<b>Total PARKS &amp; PUBLIC GROUNDS</b>		<b>\$1,061.50</b>
2076A	LEISURE TIME POOLS & SPAS 2	Chemical Pool Tabs	01-16-00-6104	\$494.86
2029150August	ANGELA MCBRIDE (22471)	Milage for the pool, drove to Leisure time Poo	01-16-00-6114	\$97.24
2028856August	OKLA TAX COMMISSION(438)	Swimming Pool Gate Collections June, July a	01-16-00-6300	\$65.59
		<b>Total</b>		<b>\$657.69</b>
		<b>Total MUNICIPAL POOL</b>		<b>\$657.69</b>
		<b>Total GENERAL FUND</b>		<b>\$2,049.67</b>
2029153August	OKLA NATURAL GAS COMPANY	Gas Bill Jul. 2009	20-21-00-6307	\$45.00
		<b>Total</b>		<b>\$45.00</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$45.00</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$45.00</b>
2027900August	OKLA WATER RESOURCES BD.,	Water Treatment Plant - Construction Interest	50-50-00-6714	\$74,583.11
		<b>Total</b>		<b>\$74,583.11</b>
		<b>Total WATER TREATMENT PLANT IMPROVEMENT</b>		<b>\$74,583.11</b>
		<b>Total WATER TREATMENT PLANT FUND</b>		<b>\$74,583.11</b>
2027900August	OKLA WATER RESOURCES BD.,	Waterline Projects-Semi Annual Payment-OR	54-55-23-6714	\$84,356.77
		<b>Total PURCHASING/ACCOUNTS PAYABLE</b>		<b>\$84,356.77</b>
2027900August	OKLA WATER RESOURCES BD.,	Digester-Semi-Annual Payment-ORF-02-009-	54-55-24-6714	\$19,096.83
		<b>Total HUMAN RESOURCES</b>		<b>\$19,096.83</b>
		<b>Total INFRASTRUCTURE</b>		<b>\$103,453.60</b>
		<b>Total CAPITAL PROJECTS</b>		<b>\$103,453.60</b>
		<b>Total All Funds</b>		<b>\$180,131.38</b>

**EARLY PAY**

**City of Guthrie  
A/P Claims List**

Invoice #	Vendor	Description	Account	Cost
2026992	August C.L.E.E.T.(125)	Municipal Court collection for CLEET Assess	01-00-00-2012	\$872.16
2026988	Septem O.S.B.I. (820)	Municipal Court Collection for OSBI	01-00-00-2012	\$932.18
2029166	Septem SAMUEL DESTER 22474	Refund Animal Bond Adoption No. 0784	01-00-00-2017	\$25.00
2029168	Septem JOEL MAYNARD 22475	Overpayment on Ambulance Invoice - Joel M	01-00-00-5435	\$94.50
2029169	Septem MELVA SIMON 22476	Overpayment on Amubulance Invoice - Melva	01-00-00-5435	\$96.64
		<b>Total</b>		<b>\$2,020.48</b>
		<b>Total</b>		<b>\$2,020.48</b>
2283	UNIQUE DESIGNS (21785)	Vinyl Garage Sale Signs	01-01-00-6308	\$170.00
		<b>Total</b>		<b>\$170.00</b>
		<b>Total GENERAL GOVERNMENT</b>		<b>\$170.00</b>
2026763	August RANDEL C. SHADID(20656)	Contract Labor for City Atty. Services	01-02-20-6054	\$3,104.32
		<b>Total CITY MANAGER</b>		<b>\$3,104.32</b>
		<b>Total ADMINISTRATION</b>		<b>\$3,104.32</b>
2026762	August RURAL WATER DISTRICT #1(206	Water service for 6512 S Coltrane and Mitch	01-15-11-6112	\$104.41
		<b>Total PARKS</b>		<b>\$104.41</b>
		<b>Total PARKS &amp; PUBLIC GROUNDS</b>		<b>\$104.41</b>
		<b>Total GENERAL FUND</b>		<b>\$5,399.21</b>
Rent July 2009	WASTE CONNECTIONS, INC (210	July 2009 Rent	20-00-00-5466	(\$250.00)
		<b>Total</b>		<b>(\$250.00)</b>
		<b>Total</b>		<b>(\$250.00)</b>
2028041	August DHH DISPOSAL 22381	Sanitation Service for 21st Street - January -	20-21-00-6348	\$997.50
807659	Septemb WASTE CONNECTIONS, INC (210	Sanitation Service - September 2008 Comm	20-21-00-6348	\$64,845.88
		<b>Total</b>		<b>\$65,843.38</b>
		<b>Total PUBLIC WORKS GENERAL</b>		<b>\$65,843.38</b>
807659	Septemb WASTE CONNECTIONS, INC (210	Convenience Center (Budget \$35,000/Balanc	20-26-00-6375	\$6,027.01
		<b>Total</b>		<b>\$6,027.01</b>
		<b>Total CONVENIENCE CENTER</b>		<b>\$6,027.01</b>
		<b>Total GPWA OPERATING FUND</b>		<b>\$71,620.39</b>
082109	LUCKINBILL CONSTRUCTION(20	1994 Mac Truck (tractor) Model # RD688S VI	54-56-12-6720	\$15,000.00
08212009	LUCKINBILL CONSTRUCTION(20	1997 Atoka Trailer , Model #35LB Serial: A9L	54-56-12-6720	\$15,000.00
		<b>Total STREET DEPARTMENT</b>		<b>\$30,000.00</b>
		<b>Total VEHICLES &amp; EQUIPMENT</b>		<b>\$30,000.00</b>
		<b>Total CAPITAL PROJECTS</b>		<b>\$30,000.00</b>
		<b>Total All Funds</b>		<b>\$107,019.60</b>

**EARLY PAY**



Agenda Item Cover Letter

Meeting: [X] City Council, [X] GPWA, Other: \_\_\_\_\_
Date of Meeting: September 15, 2009
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Resolution No. 2009-16, adopting FY 2010 Budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds.

Summary

Staff has prepared and achieved a balanced budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds for Fiscal Year 2010. The proposed budget has been presented and discussed with the Mayor and City Council. A public hearing was held on September 1, 2009 for public comments. Staff has completed the budget process in accordance with Title 11 O.S. §17-201, et seq. Resolution No. 2009-16 provides the City Manager with the flexibility to control the Budget and amend one account to another within the same department or from one department to another within the same fund, without prior approval of the Council or Trustees, all as provided in Title 11 O.S. §17-215. Also, the proposed resolution provides the City Manager with the authority to submit grant applications for grants adopted within the FY 2010 Budget, without prior approval of the Council or Trustees.

Funding Expected: Revenue [ ], Expenditure [X] N/A
Budgeted: Yes [ ], No [X] N/A
Account Number: N/A, Amount: N/A
Legal Review: [X] N/A, Required, Completed Date: Same as last year
Mayor's Appt.: Yes [ ], No [X]

Supporting documents attached

- Resolution No. 2009-16

Recommendation

Staff recommends approval.

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

**RESOLUTION NO. 2009-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE AND THE GUTHRIE PUBLIC WORKS AUTHORITY ADOPTING THE FISCAL YEAR 2010 BUDGET FOR THE GENERAL FUND, GUTHRIE PUBLIC WORKS AUTHORITY AND MISCELLANEOUS FUNDS; AND AUTHORIZING THE CITY MANAGER TO MAKE TRANSFERS WITHIN SAID FUNDS.**

---

**WHEREAS**, the Council of the City of Guthrie, Oklahoma, and the Trustees of the Guthrie Public Works Authority, have conducted a public hearing on the FY 2010 Annual Budget on September 1, 2009 and have completed the budget process in accordance with Title 11 O.S. §17-201, et seq.; and

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

**WHEREAS**, the City Council and Trustees have determined that the Annual Budget meets the needs of the citizens of the City of Guthrie for Fiscal Year 2010; and

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

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

**WHEREAS**, the City Council and Trustees desire to provide the City Manager with the authority to submit grant applications for grants adopted through the FY 2010 Budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor, City Council, and Trustees of the City of Guthrie, Oklahoma, and the Guthrie Public Works Authority, respectively, that:

1. The appropriations of the Annual Budget contained in the attached Exhibit "A" are hereby adopted and incorporated herein by reference.
2. The interfund transfers included with the Budget are hereby approved.
3. The City Manager is authorized to proceed with implementation of the FY

2010 Annual Budget, and to purchase when necessary and appropriate the equipment or projects specified therein, subject to established policies governing expenditures, purchasing or contracts.

4. The City Manager is authorized to transfer any unexpended and unencumbered appropriation or any portion thereof from one account to another within the same department or from one department to another within the same fund; provided that no appropriation for debt service or other appropriation required by law or ordinance may be reduced below the minimums required. The City Manager shall submit for Council action all other budget amendments, including interfund transfers of appropriations and supplemental appropriations to any fund.
5. The City Manager is authorized to submit grant applications for grants that are included in the FY 2010 Budget.

\*\*\* END \*\*\*

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma, on the 15<sup>th</sup> day of September, 2009, after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et. seq.)

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

ATTEST: (Seal)

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

Approved as to form and legality on \_\_\_\_\_, 2009.

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

EXHIBIT A						
BUDGET SUMMARY						
	General	Grant	Hotel/Motel	Capital	Cemetery	Sinking
	Fund	Fund	Tax Fund	Projects Fund	Care Fund	Fund
<b>REVENUES:</b>						
Budgeted Fund Balance	\$ 247,466	\$ 40,000	\$ -	\$ 153,017	\$ 50	\$ -
Interfund Transfer	\$ 4,490,809	\$ 29,175	\$ -	\$ 899,407	\$ -	\$ -
Interest Income	\$ 7,000	\$ 1,000	\$ 2,100	\$ 200	\$ 350	\$ 6
Reimbursable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Income	\$ 64,500	\$ -	\$ -	\$ -	\$ -	\$ -
Fees & Permits	\$ 226,650	\$ -	\$ -	\$ 196,500	\$ -	\$ -
Taxes	\$ 4,827,600	\$ -	\$ 114,000	\$ -	\$ -	\$ -
EMS Service	\$ 737,430	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Lot/Interment/Fee	\$ 62,400	\$ -	\$ -	\$ -	\$ 9,600	\$ -
Fire Run Charges/Subscriptions	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
Enhanced 911 Revenue	\$ -	\$ -	\$ -	\$ 11,500	\$ -	\$ -
Library Fees & Fines	\$ 13,500	\$ -	\$ -	\$ -	\$ -	\$ -
Library State Aid	\$ -	\$ 21,882	\$ -	\$ -	\$ -	\$ -
Municipal Court Fines	\$ 268,000	\$ -	\$ -	\$ -	\$ -	\$ -
Nuisance Abatement	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	\$ -	\$ 2,305,672	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS:</b>	<b>\$ 10,952,855</b>	<b>\$ 2,397,729</b>	<b>\$ 116,100</b>	<b>\$ 1,260,624</b>	<b>\$ 10,000</b>	<b>\$ 6</b>
	USDA Rural	Airport				
	Development	Fund	GIDA			
<b>REVENUES:</b>						
Budgeted Fund Balance	\$ -	\$ -	\$ -			
Interfund Transfer	\$ -	\$ 217,000	\$ 57,502			
Interest Income	\$ 150	\$ -	\$ 50			
Partnership/Edmond	\$ -	\$ 217,000	\$ -			
Donations	\$ -	\$ 5,000				
Grants	\$ -	\$ 745,000	\$ -			
Leases	\$ 10,075	\$ 30,500	\$ 32,630			
<b>TOTALS:</b>	<b>\$ 10,225</b>	<b>\$ 1,214,500</b>	<b>\$ 90,182</b>			
<b>EXPENDITURES:</b>						
	<b>Personal</b>	<b>Materials</b>	<b>Services</b>	<b>Fund</b>		
	<b>Services</b>	<b>&amp; Supplies</b>	<b>&amp; Charges</b>	<b>Transfers</b>	<b>Total</b>	
General Government	\$ 15,500	\$ 107,500	\$ 869,170	\$ 4,581,260	\$ 5,573,430	
City Manager	\$ 191,570	\$ 200	\$ 4,400	\$ -	\$ 196,170	
Purchasing/Accounts Payable	\$ 71,555	\$ -	\$ 3,500	\$ -	\$ 75,055	
Human Resources	\$ 72,450	\$ 130	\$ 13,000	\$ -	\$ 85,580	
Building Services	\$ 48,223	\$ 800	\$ 400	\$ -	\$ 49,423	
Finance	\$ 234,618	\$ 1,500	\$ 9,452	\$ -	\$ 245,570	
Information Services	\$ 75,109	\$ 21,440	\$ 11,884	\$ -	\$ 108,433	
Community Development	\$ 230,034	\$ 3,700	\$ 16,395	\$ -	\$ 250,129	
Code Compliance	\$ 57,037	\$ 2,500	\$ 23,300	\$ -	\$ 82,837	
Economic Development	\$ 20,000	\$ 1,000	\$ 4,050	\$ -	\$ 25,050	
Library Administration	\$ 173,947	\$ 32,550	\$ 3,200	\$ -	\$ 209,697	
Police Administration	\$ 168,241	\$ 68,120	\$ 69,470	\$ -	\$ 305,831	
Police Operations	\$ 747,483	\$ 10,000	\$ 4,000	\$ -	\$ 761,483	
Police-Animal Control	\$ 78,233	\$ 20,150	\$ 3,500	\$ -	\$ 101,883	
Police-Criminal Investigations	\$ 62,088	\$ 2,800	\$ 2,700	\$ -	\$ 67,588	
Police-Lake Enforcement	\$ 42,304	\$ 8,500	\$ -	\$ -	\$ 50,804	
Police-Communications	\$ 136,720	\$ 4,200	\$ -	\$ -	\$ 140,920	
Fire-Suppression	\$ 586,470	\$ 37,650	\$ 30,500	\$ -	\$ 654,620	
Fire-EMS	\$ 467,908	\$ 52,800	\$ 72,175	\$ -	\$ 592,883	

<b>EXPENDITURES:</b>	<b>Personal</b>	<b>Materials</b>	<b>Services</b>	<b>Fund</b>			
	<b>Services</b>	<b>&amp; Supplies</b>	<b>&amp; Charges</b>	<b>Transfers</b>	<b>Total</b>		
Fire-Prevention	\$ 216,215	\$ 8,500	\$ 3,900	\$ -	\$ 228,615		
Street	\$ 267,846	\$ 192,100	\$ 35,000	\$ -	\$ 494,946		
Fleet Maintenance	\$ 135,403	\$ 4,925	\$ 4,550	\$ -	\$ 144,878		
Parks & Public Grounds	\$ 343,259	\$ 76,500	\$ 22,800	\$ -	\$ 442,559		
Municipal Swimming Pool	\$ 40,971	\$ 19,500	\$ 4,000	\$ -	\$ 64,471		
<b>TOTALS:</b>	<b>\$ 4,483,184</b>	<b>\$ 677,065</b>	<b>\$ 1,211,346</b>	<b>\$ 4,581,260</b>	<b>\$ 10,952,855</b>		
<b>EXPENDITURES:</b>	<b>Personal</b>	<b>Materials</b>	<b>Services</b>	<b>Capital</b>	<b>Debt</b>	<b>Fund</b>	
	<b>Services</b>	<b>&amp; Supplies</b>	<b>&amp; Charges</b>	<b>Outlay</b>	<b>Service</b>	<b>Transfers</b>	<b>Total</b>
<b>MISCELLANEOUS FUNDS:</b>							
Grant Fund	\$ -	\$ -	\$ -	\$ 2,385,729	\$ -	\$ 12,000	\$ 2,397,729
Hotel/Motel Tax Fund	\$ -	\$ -	\$ 76,000	\$ 40,100	\$ -	\$ -	\$ 116,100
Capital Projects Fund	\$ -	\$ -	\$ -	\$ 661,504	\$ 599,120	\$ -	\$ 1,260,624
Cemetery Care Fund	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000
Sinking Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
USDA Rural Development Fund	\$ -	\$ -	\$ 10,225	\$ -	\$ -	\$ -	\$ 10,225
Airport Fund	\$ 106,691	\$ 40,100	\$ 59,874	\$ 1,007,835	\$ -	\$ -	\$ 1,214,500
Industrial Development Authority	\$ -	\$ -	\$ -	\$ -	\$ 90,182	\$ -	\$ 90,182
		Water					
	Guthrie	Treatment	Utility	Job Corps			
	Public Works	Plant	Deposit	Sale			
	Authority	Fund	Fund	Fund			
<b>REVENUES:</b>							
Fee, Permits & License	\$ 3,906,500	\$ 350,000	\$ -	\$ -			
Reimbursable	\$ 2,000						
Interest	\$ 5,500	\$ 2,500	\$ 5,000	\$ 100			
Sale of Properties	\$ 21,000						
Lease Rent	\$ 4,000						
OWRB Loan	\$ -	\$ 9,423,433					
Interfund Transfers	\$ 3,998,400	\$ 408,000					
Budgeted Fund Balance	\$ 252,210	\$ -		\$ 48,510			
<b>TOTALS:</b>	<b>\$ 8,189,610</b>	<b>\$ 10,183,933</b>	<b>\$ 5,000</b>	<b>\$ 48,610</b>			
<b>EXPENDITURES:</b>	<b>Personal</b>	<b>Materials</b>	<b>Services</b>	<b>Fund</b>			
	<b>Services</b>	<b>&amp; Supplies</b>	<b>&amp; Charges</b>	<b>Transfers</b>	<b>Total</b>		
GPWA General Government	\$ -	\$ 11,000	\$ 1,057,854	\$ 5,456,123	\$ 6,524,977		
Administration	\$ 165,351	\$ 10,000	\$ 5,000	\$ -	\$ 180,351		
Water Treatment Plant	\$ 156,046	\$ 157,900	\$ 78,700	\$ -	\$ 392,646		
Wastewater Treatment Plant	\$ 122,055	\$ 21,500	\$ 79,000	\$ -	\$ 222,555		
Convenience Center	\$ 42,701	\$ 8,320	\$ 63,470	\$ -	\$ 114,491		
Line Maintenance	\$ 327,251	\$ 125,999	\$ 235,741	\$ -	\$ 688,991		
Meter Department	\$ 32,100	\$ 29,000	\$ 4,499	\$ -	\$ 65,599		
<b>TOTALS:</b>	<b>\$ 845,504</b>	<b>\$ 363,719</b>	<b>\$ 1,524,264</b>	<b>\$ 5,456,123</b>	<b>\$ 8,189,610</b>		
<b>EXPENDITURES:</b>	<b>Personal</b>	<b>Materials</b>	<b>Services</b>	<b>Capital</b>	<b>Debt</b>	<b>Fund</b>	
	<b>Services</b>	<b>&amp; Supplies</b>	<b>&amp; Charges</b>	<b>Outlay</b>	<b>Service</b>	<b>Transfers</b>	<b>Total</b>
<b>MISCELLANEOUS FUNDS:</b>							
Water Treatment Plant Fund	\$ -	\$ -	\$ 9,952,141	\$ -	\$ -	\$ -	\$ 9,952,141
Utility Deposit Fund	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ 4,800	\$ 5,000
Job Corps Sale Fund	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ 46,110	\$ 48,610

**(This page intentionally left blank)**

MINUTES

CITY COUNCIL MEETING

Council Workshop

August 27, 2009

The special meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Tuesday, August 25, 2009 and held August 27, 2009 at 6:30 p.m. in the Guthrie City Hall Council Chambers.

Members Present:	Trey Ayers John Wood	Mary Coffin Patty Hazlewood	Ellen Gomes
Members Absent:	Chuck Burtcher	Gaylord Z. Thomas	
Staff Present:	Melody Kellogg Maxine Pruitt Damon Devereaux Tommy Bross Richard Romine	Randel Shadid Jim Ahlgren Aaron Barth Verdell Smith Lester Branch	Wanda Calvert Rene Spineto Bennie Barker Woody Epperson

Vice Mayor Ayers declared a quorum with five (5) Councilmembers in attendance.

**Review and discussion of the proposed Fiscal Year 2010 Budget.** City Manager Melody Kellogg provided the City Council with a balanced budget for the General Fund, Guthrie Public Works Authority Fund and miscellaneous funds for Fiscal Year 2010. A public hearing on the FY 2010 Budget will be held on the September 1, 2009 for adoption of the FY 2010 Budget at the September 15, 2009 regular meeting. There was discussion on General Fund Professional Services and Guthrie Public Works Sanitation Contract appropriations. City staff answered questions presented by City Council.

**Adjournment.** Motion by Councilmember Coffin, seconded by Councilmember Wood, moved approval to adjourn. A roll call vote was taken:

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

Vice Mayor Ayers declared the motion carried unanimously at 7:20 p.m.

---

Wanda Calvert, City Clerk

---

Trey Ayers, Vice Mayor

**(This page intentionally left blank)**

MINUTES

CITY COUNCIL MEETING

September 1, 2009

The regular meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, August 28, 2009 and held September 1, 2009 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 7:12 p.m.

Members Present:	Chuck Burtcher	Trey Ayers	Ellen Gomes
	John Wood	Gaylord Z. Thomas	Patty Hazlewood

Members Absent: Mary Coffin

Staff Present:	Melody Kellogg	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Jim Ahlgren	Rene Spineto
	Aaron Barth	Kevin Dixon, Jr.	

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

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

- A. Consider approval of the minutes from the Special City Council/Workshop Meeting held on August 12, 2009.
- B. Consider approval of the minutes from the Special City Council/Finance Committee Meeting held on August 18, 2009.
- C. Consider approval of the minutes from the Regular City Council Meeting held on August 18, 2009.
- D. Consider approval of Claims:

General Fund:	Regular Claims	\$ 10,847.29
Centennial Fund:	Regular Claims	\$ 93,452.41
Capital Projects Fund:	Regular Claims	\$ 14,483.83
Airport Fund:	Regular Claims	\$ 61.68
GIDA Fund:	Regular Claims	\$ 1,041.67
Miscellaneous Funds:	Early Pays	<u>\$ 58,406.02</u>
	<b>TOTAL CLAIMS:</b>	<b>\$178,292.90</b>

- E. Consider approval of Requisition for Payment from the Guthrie Custodial Agency Account to City of Guthrie for the annual lease/purchase payment on the American Eagle Pumper Truck in the amount of \$21,834.52.
- F. Consider approval of Budget Amendment No. 7 increasing GPWA Fund, Grants Fund, Hotel/Motel Tax Fund, Capital Projects Fund, Airport Grant Fund and Airport Fund for funds received by different entities.
- G. Consider approval of Civil Defense Siren Maintenance Agreement between the City of Guthrie and Goddard Enterprises.
- H. Consider approval of Agreement between the City of Guthrie and Logan Community Services, Inc. for temporary shelter care for juveniles.
- I. Consider authorizing staff to solicit bids for Type C Asphalt.
- J. Consider authorizing staff to solicit bids for Base Aggregate Coarse.
- K. Consider approval of Agreement between the City of Guthrie and Logan County Economic Development Council for economic recruitment and broad based development.
- L. Consider acceptance of Oklahoma Historical Society Certified Local Governments Grant to allow the City of Guthrie to retain the services of the National Historic Preservation's law staff for presentation of workshops for the Historic Preservation Commission and for other services to facilitate the continued development of Guthrie's local preservation programs.
- M. Consider approval of the EMS Agreement between the City of Guthrie and Logan County Emergency Medical Services District Board of Trustees for the period of October 1, 2009 through September 30, 2010.

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

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

Mayor Burtcher declared the motion carried unanimously.

**Public hearing and consider recommendation by Planning Commission to deny a Special Use Permit for Family Services Behavior Health Counseling Center in an R-1, Single Family Dwelling, Zoning District at 1508 West Noble Avenue.** Mr. C. J. Nelson submitted a request for a Special Use Permit for his residential property located at 1508 West Noble Avenue. The request is a contingency requirement for a possible sale of his property. The Special Use Permit would allow for a medical/counseling facility within a residential district. Letters were mailed to forty-one neighbors in the surrounding neighborhood regarding the request and a notice was placed in the Guthrie News Leader on July 14, 2009.

The Planning Commission met on August 13, 2009 in which there were substantial public opposition to the request, including a door-to-door campaign by two neighbors. The Planning Commission recommends the City Council deny the request to issue a Special Use Permit to the applicant. A public hearing was held for the purpose of soliciting public comment(s) regarding the Special Use Permit for Family Services Behavior Health Counseling Center in an R-1 Zoning District. Mr. C. J. Nelson informed the City Council he had not submitted an application for said Special Use Permit. With Mr. Nelson's comment, no citizens addressed the City Council. Motion by Vice Mayor Ayers, seconded by Councilmember Wood, moved approval of the Planning Commission's recommendation to deny a Special Use Permit for Family Services Behavior Health Counseling Center in an R-1, Single Family Dwelling, Zoning District at 1508 West Noble Avenue. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**Public hearing for Fiscal Year 2010 Budget.** City Manager Melody Kellogg explained the FY 2010 Proposed Budget and informed the Resolution adopting the FY 2010 Budget will be on the next Regular City Council Meeting, September 15, 2009. A public hearing was held for the purpose of soliciting public comment(s) regarding the FY 2010 Proposed Budget. There was no public comment. Public hearing only, no action was taken.

**Consider approval of contract with Garver Engineers for the purpose of serving as the engineering consultant to the Guthrie-Edmond Regional Airport.** The Federal Aviation Administration requires municipal airports to re-select an engineering consultant every five years. For the past five years, Myers Engineering has served this role. As required, staff and board members solicited proposals for engineering services. All eleven proposals were evaluated; three were invited to interview with the selection committee. Garver Engineers was selected by the committee and presented to the Airport Board for approval at the July 14, 2009 meeting. The Airport Board recommends Garver Engineers be selected for the engineering consultant of future slated projects at Guthrie-Edmond Regional Airport. Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval of the Guthrie-Edmond Regional Airport Board's recommendation to contract with Garver Engineers for the purpose of serving as the airport engineering consultant. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**Consider recommendation from Finance Committee regarding a request to waive water and sewer tap fees for property at 2403 South Division.** Mr. Mark Hamilton requested a waiver of the water tap fee in the amount of \$1,050 for the property located at 2403 South Division. He extended the water lines approximately 200 feet from the adjoining property to

his property, since it was necessary for his development. The City Code of Ordinances states if a developer is within 300 feet of the City's water main, the developer is responsible to connect to the City's main line. He has incurred expense in laying his line to meet the City's line, however, his development will benefit from the connection throughout the entire life of that property. The fee the City charges covers not only the actual cost of the water tap, but any future costs the City may incur on the main line over the entire life of the development. The Finance Committee met on August 18, 2009 and recommends denial of Mr. Hamilton's request to waive water and sewer tap fees for property at 2403 South Division. Motion by Councilmember Gomes, seconded by Councilmember Thomas, moved approval of the Finance Committee's recommendation to deny Mr. Mark Hamilton's request to waive water and sewer tap fees for property at 2403 South Division. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**Consider recommendation from Finance Committee regarding a request to waive a portion of an EMS bill charged to Bill Mahan.** On February 8, 2009, Barbara Mahan was transported by the Guthrie Emergency Medical Services. The ambulance charge for Barbara Mahan is in the amount of \$1,695.75 of which BlueCross Blue Shield of Oklahoma paid \$762.27; Mr. Mahan paid \$242.73, leaving a balance on her account of \$690.75. The Finance Committee met on August 18, 2009 and recommends denial of Mr. Mahan's request to waive a portion of an EMS bill charges and for Fire Chief Lester Branch to have dialog with Mr. Mahan regarding a payment plan. Motion by Councilmember Gomes, seconded by Councilmember Thomas, moved approval of the Finance Committee recommendation to deny Mr. Bill Mahan's request to waive a portion of an EMS bill charged and authorize staff to establish a payment plan. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Thomas  
Nay: Hazlewood

Mayor Burtcher declared the motion carried with five (5) yes and one (1) no votes.

**Consider authorizing staff to purchase a mini excavator available on the Oklahoma State Contract for the Line Maintenance Department in the amount of \$28,440.** Line Maintenance Department is in need of a mini excavator which will be used for the laying of water lines and other excavation projects. It has been addressed through our rotation plan and a portion of the funds was appropriated in the FY 2009 Budget. Fleet Maintenance has researched the availability of the most suitable equipment for our needs through both the Oklahoma State Contract and the HGAC for the best price. City Manager Melody Kellogg informed the City has the funds available to purchase the mini excavator without financing. Motion by Councilmember Thomas, seconded by Councilmember Gomes, moved approval to authorize staff to purchase a mini excavator, Bobcat Model #331, available on the

Oklahoma State Contract for the Line Maintenance Department in the amount of \$28,440. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**Consider authorizing staff to finance the mini excavator, in the total amount of \$19,540, for a period of 2 years with Farmers & Merchants Bank at a cost of \$847.14 monthly or \$10,165.68 annually.** Line Maintenance Department has \$8,900 in the FY 2009 Budget for the purchase of a mini excavator. The Bobcat Model #331 on the Oklahoma State Contract sells for \$28,440. The City's down payment of \$8,900 will leave a balance of \$19,540 for financing. Quotes were solicited from the local banks of which Farmers & Merchants Bank offered the lowest interest rate on the 24 month period. City Manager Melody Kellogg informed the City has available funds to purchase the mini excavator without financing. No action was taken.

**Consider approval of Resolution No. 2009-15 in support of First Capitol Neighborhood Solutions.** First Capitol Neighborhood Solutions (FCNS) is a non-profit organization with a mission to provide resources that strengthen, develop and improve neighborhoods in Guthrie. Neighborhood Solutions is a neighborhood capacity building organization. In addition to providing technical assistance to help neighborhood associations organize on a formal basis, the Neighborhood Solutions organization has been closely involved with City staff in four grants of which two were awarded: (1) Keep Oklahoma Beautiful Foundation and (2) Landscape Restoration at the Library; and two grants are pending: (1) Neighborhood Stabilization Grant from HUD and (2) one for weather radios. Neighborhood Solutions assists the City's economic development efforts through stimulation of local home ownership for low to moderate income families. Neighborhood Solutions works with USDA Rural Development to help applicants secure mortgages. Since April 2009, Neighborhood Solutions has processed over sixty applications – ten for home ownership and fifty for home repair; approximately forty-five have received grants or low interest loans, the balance are pending or were denied. FCNS Director Sue DuCharme has donated her time to establish the Neighborhood Solutions organization. She and her Board of Directors have submitted a 501(c)3 application for non-profit status from the IRS, and they have received verbal approval. The City staff is grateful for the efforts put forth by the Board and Director of First Capitol Neighborhood Solutions and strongly endorses passage of the proposed Resolution of Support. Motion by Councilmember Thomas, seconded by Councilmember Gomes, moved approval of Resolution No. 2009-15 in support of First Capitol Neighborhood Solutions. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**Announcements from the City Manager:** None.

**Requests/comments from members of the City Council.** Councilmember Gomes expressed a “Thank You” to the citizens attending the meetings tonight.

Councilmember Hazlewood informed a dinner being held for the Kelso Family; spoke on the initiative petition; and expressed a “Thank You” to the citizens for attending the meeting tonight.

Vice Mayor Ayers informed the Flashback Car Show will be held on September 12, 2009 at Mineral Wells Park.

Councilmember Thomas expressed a “Thank You” to the Mayor for reading the Consent Agenda tonight and expressed a “Thank You” to Sue DuCharme for her outstanding job and dedicated service on the First Capitol Neighborhood Solutions.

Councilmember Wood updated the City Council and the community of events happening in Guthrie; express a “Thank You” to Sue DuCharme, the Board of Directors and Rene Spineto for their outstanding job with First Capitol Neighborhood Solutions; and reminded citizens to vote on September 8, 2009.

Mayor Burtcher informed the Chamber Coffee held at Mineral Wells Park Pavilion was very well attended and expressed a “Thank You” to City staff for their outstanding job.

**Executive Session.** Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval to convene into Executive Session for the follows:

- A. Pursuant to the authority of Title 25, O.S. 2001, Section 307(B)(1) to discuss the employment, hiring, appointment, promotion, demotion, discipline, resignation or termination of Council-appointed employees (City Manager, City Attorney, City Clerk/Treasurer, Municipal Judge).
- B. 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 (Logan County Rural Water District No. 1).
- C. 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 (Initiative Petition filed September 7, 2008 for proposed Ordinance to the City of Guthrie).

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

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

Mayor Burtcher declared the motion carried unanimously at 7:54 p.m. Attending Executive Session for discussion on Logan County Rural Water District No.1 was Vice Mayor Ayers,

Councilmembers Hazlewood, Gomes, Thomas, Wood, City Manager Melody Kellogg, City Attorney Randel Shadid and Attorney Jim Milton. Discussion ended at 8:52 p.m.

Attending Executive Session for discussion on Council-appointed employees was Mayor Burtcher, Vice Mayor Ayers, Councilmembers Hazlewood, Gomes, Thomas, Wood, City Manager Melody Kellogg and City Attorney Randel Shadid. Discussion ended at 9:25 p.m.

Attending Executive Session for discussion on Initiative Petition was Mayor Burtcher, Vice Mayor Ayers, Councilmembers Gomes, Thomas, Wood, City Manager Melody Kellogg and City Attorney Randel Shadid. Discussion ended at 9:40 p.m.

**Reconvene.** Mayor Burtcher reconvened the Guthrie City Council Meeting at 9:42 p.m. and stated no action was taken in Executive Session.

**Consideration of action regarding the employment, hiring, appointment, promotion, demotion, discipline, resignation or termination of Council-appointed employees.**

City Manager – Mayor Burtcher informed City Manager Melody Kellogg will not renew her contract, she resigned effective with her current contract (September 30, 2009). No action was taken.

City Attorney – Motion by Councilmember Thomas, seconded by Vice Mayor Ayers, moved approval of re-appointing Randel Shadid as City Attorney. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Thomas  
Nay: Hazlewood

Mayor Burtcher declared the motion carried with five (5) yes and one (1) no votes.

Municipal Judge – Motion by Councilmember Thomas, seconded by Councilmember Wood, moved approval of appointing David Hood as Municipal Judge to become effective October 1, 2009. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

City Clerk/Treasurer – Motion by Councilmember Thomas, seconded by Councilmember Hazlewood, moved approval of re-appointing Wanda Calvert as City Clerk/Treasurer. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

**Consideration of action regarding Logan County Rural Water District No. 1.** Motion by Councilmember Thomas, seconded by Councilmember Wood, moved approval of authorizing staff to continue negotiations regarding Logan County Rural Water District No. 1. Councilmembers entered their votes and the votes were displayed with the following results:

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

Vice Mayor Ayers declared the motion carried unanimously.

**Consideration of action regarding Initiative Petition filed September 7, 2008 for proposed Ordinance to the City of Guthrie.** Motion by Councilmember Gomes, seconded by Councilmember Thomas, moved approval of authorizing City Attorney to proceed with litigations regarding Initiative Petition filed on September 7, 2008 for proposed Ordinance to the City of Guthrie. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Ayers, Gomes, Wood, Thomas  
Nay: None  
Abstain: Hazlewood

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

**Adjournment.** Motion by Councilmember Thomas, seconded by Councilmember Wood, moved approval to adjourn. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously at 9:49 p.m.

---

Wanda Calvert, City Clerk

---

Chuck Burtcher, Mayor



CITY OF GUTHRIE

CLAIMS

September 15, 2009

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.

A handwritten signature in blue ink, appearing to read "Kevin Dixon Jr.", written over a horizontal line.

Kevin Dixon Jr.  
Senior Buyer  
Administrative Services

Monthly Claims Approved As Per Ordinance #2973  
By City Manager

City Manager

**(This page intentionally left blank)**



Agenda Item Cover Letter

Meeting: [X] City Council, [ ] GPWA, [ ] Other:
Date of Meeting: September 15, 2009
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of an agreement with Kenneth and Terri McBane for occupancy of the Liberty Lake House.

Summary

This agreement outlines the terms of occupancy of a residential structure located at Liberty Lake in Logan County, Oklahoma. This agreement has been in effect since November 16, 2004, and the lease amount has been \$100 per month plus utilities. Kenneth and Terri McBane agreed to maintain the property in at least as good condition as when received by the City and to make, at their own expense, all reasonable and customary repairs and to maintain the grounds and property as needed. On September 16, 2008, Council approved to renew the agreement for four months, ending on the 31st day of January 2009, for staff to visit the site and review the market rate for rent. The site visit showed the McBanes have properly maintained the property and residential structure as per the agreement. The McBanes have a large area of mowing to maintain and report any negative activity to the Guthrie Police Department, plus the maintenance completed on the structure has been at their expense. Staff recommends the lease be renewed at the same rental rate.

Funding Expected: [X] Revenue, [ ] Expenditure, [ ] N/A
Budgeted: [X] Yes, [ ] No, [ ] N/A
Account Number: 01-01-00-5466, Amount: \$1,200
Legal Review: [X] N/A, [ ] Required, Completed Date: Same as last year
Mayor's Appt.: [ ] Yes, [X] No

Supporting documents attached

- Occupancy Agreement

Recommendation

Staff recommends approval.

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

## OCCUPANCY AGREEMENT

This Agreement entered into this 15<sup>th</sup> day of September, 2009, by and between the City of Guthrie, Oklahoma, hereinafter referred to as "OWNER", and Kenneth R. McBane and Terri L. McBane, husband and wife, hereinafter referred to as "OCCUPANT".

### WITNESSETH:

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

1. **PREMISES:** The OWNER hereby agrees to provide living quarters to OCCUPANT located at Liberty Lake, Guthrie, Oklahoma, hereinafter the "Property".
2. **TERM:** This Agreement shall be for a term of Twelve (12) months, commencing on the 1<sup>st</sup> day of October, 2009, and ending on the 30<sup>th</sup> day of September, 2010.
3. **RENTALS:** This lease is made for and in consideration of monthly rental of \$100.00, due and payable to OWNER on or before the 10<sup>th</sup> day of each month during the term hereof. OWNER reserves the right to assess a penalty of \$25.00 for every seven days that rent is past due. OWNER agrees that all monthly rental payment received from OCCUPANT shall be designated for improvements to the structures in question for the period of this Agreement, such improvements being subject to the terms of Section 6 of this Agreement. It is understood and agreed that the OCCUPANT shall not be required to make any structural improvements at its expense, but that any structural alteration shall be subject to the prior written approval of the OWNER.
4. **REPRESENTATIONS AND WARRANTIES:** As further consideration for this lease, OCCUPANT agrees and binds themselves:
  - A. To maintain the property in at least as good condition as when received by OCCUPANT; to make at their own expense all reasonable and customary repairs and to maintain the grounds and property as needed, including, but not limited to, painting, lawn mowing, picking up trash, replacement of broken windows, minor plumbing repairs, supervision of patrons, reporting any misconduct of lake patrons, and any other responsibilities deemed necessary and appropriate by the City Manager or his designee.

- B. To pay all utilities furnished to the premises including, but not limited to, water and sewer, electricity, gas, and telephone.
5. **PURPOSE:** The purpose of this Agreement is to outline the terms of occupancy of a residential structure located at Liberty Lake in Logan County, Oklahoma as follows:
- A. The living quarters which are the subject of this Agreement shall be used exclusively for residential purposes, and OCCUPANT is obligated not to use same for any purpose that is unlawful or that tends to injure or depreciate the property. The premises, including improvements and appurtenances thereunto, including the locks, keys, plumbing, heating and air-conditioning systems, and all other fixtures are accepted by the OCCUPANT in their present condition, *as is*, except as may be expressly provided therein.
  - B. OCCUPANT shall be permitted to operate and furnish a fishing and refreshment concession on said property. Maintenance of the inventory and supplies for such concession shall be the sole responsibility of the OCCUPANT and must be removed from the Property upon termination of this Agreement. OCCUPANT shall furnish a quarterly financial report to the City Clerk/Treasurer, outlining all income and expenses related to the operation of the concessions. Such report shall be due within 30 days following the conclusion of the quarter, based upon the calendar year.
  - C. For the purpose of this Agreement, the OWNER's representative and agent shall be the City Manager or his designee for the City of Guthrie and, as such, OCCUPANT shall address all issues and concerns related to this Agreement to the City Manager or his designee. Furthermore, while issues and concerns related to fishing permits and other lake regulations shall be address with the Lake Ranger of the City of Guthrie, OCCUPANT shall be solely responsible to the City Manager or his designee of the City of Guthrie for those items addressed by this Agreement.
  - D. Nothing in this Agreement shall be construed in such a manner as to create an employment relationship between the OWNER and the OCCUPANT.
6. **REPAIRS AND IMPROVEMENTS:** OWNER shall not be obligated to make any improvements to the premises except as agreed to herein. OCCUPANT is obligated to make no additions or alterations whatsoever during the term of this lease to the structure of the premises without prior written permission of the OWNER. All additions, alterations or improvements made by OCCUPANT, with or without consent of OWNER,

which are attached or affixed to the Property in a manner such as to cause damage upon their removal from the premises, shall remain the property of OWNER and inure to the benefit of the OWNER unless otherwise agreed in writing; OCCUPANT, however, expressly waiving all right to compensation therefore.

7. **ASSIGNMENT AND SUBLEASING:** OCCUPANT shall not have the right to assign or sublease the Property.
8. **DEFAULT:** Should the OCCUPANT at any time violate any of the conditions of this Agreement, or fail to pay the rent, or other expenses assumed under this Agreement, punctually at maturity, as stipulated, or upon the adjudication of OCCUPANT in bankruptcy, the appointment of a receiver for OCCUPANT, or the filing of a bankruptcy, receivership or respite petition by the OCCUPANT; or upon OCCUPANT's insolvency, unless cured by OCCUPANT within ten (10) days after written demand by OWNER, then the rent for the whole unexpired term of this Agreement shall, without putting OCCUPANT in default, at once become due and exigible and all past due rent shall bear interest at the rate of twelve (12%) per annum, until paid; and in such event, OWNER shall have the option either at once to demand the entire rent for the entire term, or to immediately cancel this Agreement without putting OCCUPANT in default, OCCUPANT to remain responsible for all damages or losses suffered by OWNER, OCCUPANT hereby assenting thereto and expressly waiving the legal notices to vacate the premises. Should an agent or attorney be employed by OWNER to give special attention to the enforcement of any claim of OWNER arising from this lease, OCCUPANT shall pay as fees and compensation to such agent or attorney an additional sum as will constitute a reasonable fee, together with all costs, charges and expenses. Should OCCUPANT at any time use the Property, or any portion thereof, for any illegal or unlawful purposes or commit, or permit or tolerate the commission thereon of any act made punishable by fine or imprisonment under the laws of the United States or the State of Oklahoma, or under any ordinance of the City of Guthrie or County of Logan, Oklahoma, the remedies set forth in the proceeding paragraphs shall be immediately available to OWNER without necessity of giving any written notice or any other notice to OCCUPANT.
9. **WAIVER:** Failure to strictly and properly, enforce these conditions shall not operate as a waiver of OWNER's rights, OWNER expressly reserving the right to always enforce prompt payment of rent or to cancel this lease, regardless of any indulgences or extensions previously granted. Receipt by OWNER, or OWNER's authorized representative of any rent in arrears or for cancellation of this lease, will not be considered as a waiver of such notice or suit, or any of the rights of OWNER.

10. **DESTRUCTION OF PREMISES:** In the event the improvements situated on the premises are destroyed, in whole or in part, by fire or other loss during the term of this lease, this lease shall terminate. OWNER shall have the exclusive right to elect whether to restore the improvements to their original condition utilizing the insurance proceeds at its discretion.
11. **HOLD HARMLESS:** This Agreement is made upon the express condition that the OWNER shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons, or property of any kind whatsoever, whether the person or property of OCCUPANT, their agents or employees or their persons, from any cause or causes whatsoever while in or upon said premises or any party thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by OCCUPANT in connection therewith, and OCCUPANT hereby covenants and agrees to indemnify and save OWNER harmless from and against all liabilities, charges, and expenses (including counsel fees) and costs on account of or by any reason of any such injuries, liabilities, claims, suits, or losses, however occurring or damages growing out of same.
12. **INSPECTION:** OWNER and OWNER's agents and appointed representatives shall have the right to enter and inspect the Property at any reasonable time during the hours of 9 a.m. and 6 p.m. (in emergencies at all times) for the purpose of ascertaining the condition of the Property.
13. **NOTICE:** All notices required to be given under the terms of this lease shall be in writing and sent by certified mail addressed to OCCUPANT or OWNER at the addresses indicated below and such mailing shall constitute full proof of and compliance with the requirements of notice:

OWNER:

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

OCCUPANT:

Kenneth R. and Terri L. McBane  
7413 South Academy  
Guthrie, OK 73044

14. **MODIFICATION OF AGREEMENT:** This Agreement is the entire agreement between the parties and cannot be amended or modified except by written agreement signed by both parties.

15. **CONTROLLING AUTHORITY:** This Agreement shall be governed and controlled by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

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

ATTEST: (Seal)

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

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

**“OCCUPANT”**  
  
\_\_\_\_\_  
Kenneth R. McBane

\_\_\_\_\_  
Terri L. McBane



## Agenda Item Cover Letter

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	September 15, 2009	Wanda Calvert
<input type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

### Agenda Item

Consider approval of Renewal Lease Agreement between the City of Guthrie and American Shooting Academy for use of the City of Guthrie Gun Range.

### Summary

Glen McEntire was the Chief Firearms Instructor for The Council on Law Enforcement Education and Training for 23 years and has retired. Since his retirement, he has started the American Shooting Academy Inc. Mr. McEntire is requesting to conduct training at the City of Guthrie's Gun Range. The fee for renting the range will be \$2 per student and will be paid at the conclusion of each class. The original lease agreement, approved September 16, 2008, has a renewal clause for an additional twelve months from October 1, 2009 to September 30, 2010.

<b>Funding Expected</b>	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	_____	<b>Amount</b>	_____ 2.00 Per Student
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<b>Required</b>	<b>Completed Date:</b> Same as last year
<b>Mayor's Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

### Supporting documents attached

- Lease Agreement

### Recommendation

Staff recommends approval.

<b>Action Needed</b>	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Emergency Clause
----------------------	---	--	---

**Lease**  
**The City of Guthrie Gunrange**

THIS LEASE, made this 1<sup>st</sup> day of October, 2008 between The City of Guthrie hereinafter called the Landlord and North American Shooting Academy, Inc. hereinafter called the Tenant.

WITNESSETH: That the Landlord in consideration of the covenants hereinafter set forth, does by these presents lease to the Tenant, for use as a gunrange, the following described premises, to-wit:

**The City of Guthrie Gunrange**

The Tenant is to use the above described premises for a training facility.

TO HAVE AND TO HOLD the same to the Tenant.

from the 1<sup>st</sup> day of October, 2008 to the 30<sup>th</sup> day of September, 2009 and the Tenant in consideration of the leasing of the above described premises, covenants and agrees with the Landlord to pay the said Landlord, as rent for the same the sum of two DOLLARS (\$2.00) per student for each day and every month this lease is in force, which said rent shall be payable in cash at the conclusion of each class. Checks for rent, taken subject to final collection, and not credited until collected. This lease may be renewed for an additional twelve (12) months from October 1, 2009 to September 30, 2010 and one additional option for another twelve (12) months from October 1, 2010 to September 30, 2011. All terms of this lease shall apply to any extension.

The said Tenant further covenants with the Landlord, that at the expiration of the time mentioned in this lease or sooner termination or any extension thereof, peaceable possession of said premises shall be given to the Landlord, in as good condition as they now are - the usual wear, inevitable accident, or loss by fire excepted, and that upon the non-payment of the whole or any portion of the said rent at the time same is promised, to be paid, the Landlord may at the said Landlord's election, either distrain for said rent due, or declare this lease at an end, and recover possession as if the same was held by forcible detainer; the Tenant hereby waiving any notice of said election, or any demand for the possession of said premises.

This lease is non-exclusive and the City of Guthrie will retain control and use of the premises with the Tenant using the premises at designated days and times and Tenant's use schedule to be approved by the Guthrie Police Chief. Tenants use shall not interfere with the City of Guthrie's use.

Notices to or service upon the Landlord or Owner may be made by delivering the same to the Owner, only, at the following address: City Manager, PO Box 908, Guthrie, OK 73044 .

Notice to Tenant - Doug Friesen , Attorney at Law, 1309 N. Shartel Ave., Oklahoma City, OK 73103

IT IS FURTHER COVENANTED AND AGREED between the parties hereto that-

- (A) The Tenant is not to sublet all or any part of the above described premises, without the written consent of the Landlord.
- (B) All damages to the gas, light, or plumbing systems, or to any part of the above described premises,

- occurring through the result or negligence of the Tenant, his agents, or employees, shall be paid for by the Tenant.
- (C) The Landlord shall keep the above described premises in a habitable condition, including all repairs due to natural wear and tear, provided that the Tenant must notify the Landlord of the need of such repair, so that the same may be made at the Landlord's direction. And it is further understood and mutually agreed by the parties hereto that the Tenant is *NOT* to incur any expense for repairs to said premises, or for any other purpose, which might be deductible from the rent, without first having obtained the written consent of the Landlord.
  - (D) In the event that the above described premises, or any part thereof, or the building of which they are a part, are substantially destroyed by fire or other hazard, then this lease shall become null and void, and any unearned rent paid in advance by the Tenant shall be refunded to the Tenant by the Landlord.
  - (E) The time of this lease cannot be extended beyond that stated above except by endorsement of both parties on the back hereof and any extensions by verbal agreement or implied are hereby declared void.
  - (F) Tenant agrees to comply with city, county, state and federal laws and regulations, and any violation of said laws or regulations will render this lease subject to immediate termination.
  - (G) It is further agreed between the parties hereto, that the Tenant will intend to use this facility as part of shooting instruction and gun handling skills.
  - (H) The City of Guthrie may terminate this lease on thirty (30) days written notice if in its sole discretion it determines that Tenant's activities are being conducted dangerous to Tenant, Tenant's customers, city employees or the public or if said use is interfering with the City of Guthrie's police activities or training at the facility.

### **Tenant Representatives**

Tenant represents and warrants that (1) Tenant is duly qualified to train persons in shooting skills and firearms handling (2) Tenant will only hire instructors who are duly qualified to train persons in shooting skills and firearms handling (3) the operation of the Tenant shall comply in all material respects with all applicable environmental, health and safety statutes and regulations.

### **Liens**

Tenant shall keep the premises free from any mechanic's, materialman's or similar liens or other such encumbrances in connection with the Lease, and shall indemnify and hold Landlord harmless from and against any claims, liabilities, judgments, or costs (including attorneys' fees) arising in connection therewith.

### **Insurance**

Tenant shall maintain liability insurance covering the Tenants and all its subcontractors in the amount of at least \$500,000 per occurrence, and comprehensive general liability insurance of at least \$1,000,000 combined single limit for bodily injury, death, or property damage; and the policies therefor shall cover Landlord as additional insureds, as well as the Tenant. The Tenant shall deliver copies of its certificates for all such insurance to Landlord before the lease is commenced. All policies of insurance must require that the carrier give Landlord 30 days' advance written notice of any cancellation or reduction in the amounts of insurance.

### **Indemnification**

To the fullest extent permitted by law, Tenant shall indemnify, defend and hold harmless Landlord, its parents and affiliated entities and its respective agents, servants, directors, officers and employees (each an "Indemnitee"; collectively, "Indemnities"), for, from and against any and all claims, suits, demands, causes of action, damages, judgments, settlements, personal injury (including sickness, disease, or death), property damage (including loss of use and other economic loss), governmental action (including fines or penalties and levies) and executions and garnishments and all other expenses (including reasonable attorneys fees and litigation expenses) and losses resulting or arising,

directly or indirectly, from: (I) any act, error or mission of Tenant (or its employees, agents or Contractor or any subcontractors) in connection with, or with respect to, the provisions of this Lease; (II) any hazardous materials brought to the Premises or Project, or released by Tenant or any subcontractor; (III) the breach by Tenant of any warranties or representations made or given in, or pursuant to, or in connection with any agreements related to the Lease; (IV) any other breach by Tenant of any express or implied obligation hereunder; or (V) any execution, lien, levy and garnishment or other claim made or filed by a third party, whether or not arising from the Lease.

## **Improvements**

It is agreed that upon prior written agreement between the Chief of Police of Guthrie and the Tenant, Tenant's rent may be offset by monies spent by the Tenant to improve the City of Guthrie's Gun Range.

## **GENERAL PROVISIONS**

1. **Gender; Number**

The use of (q) the neuter gender includes the masculine and feminine and (II) the singular number includes the plural whenever the context requires.

2. **Captions**

Captions in this Lease Agreement are inserted for the convenience of reference only and do not define, describe, or limit the scope or intent of this Lease Agreement or any of its terms.

3. **Entire Agreement**

This Lease Agreement contains the entire agreement of Landlord and Tenant and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, among Landlord Tenant relating to the subject matter contained in this Lease Agreement which are not fully expressed herein.

4. **Modification**

No modification, waiver, amendment, discharge, or change of this Lease Agreement shall be valid unless it is in writing and signed by the party against which enforcement of the modification, waiver, amendment, discharge or change is or may be sought.

5. **Joint and Several Liability**

If any part consists of more than one person or entity, the liability of each such person or entity signing this Lease Agreement shall be joint and several.

6. **Governing Law**

This Lease Agreement shall be construed and enforced in accordance with the laws of the state of Oklahoma.

7. **Severability**

In the event any term, covenant, condition, or provision of this Lease Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, or provision is invalid, void, or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, or provision of this Lease Agreement.

8. **Counterparts**

This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement. Any signature on a copy of this Lease Agreement or any document necessary or convenient thereto sent electronically or by facsimile shall be binding upon transmission and the electronic or facsimile copy may be utilized for the purposes of this Lease Agreement.

9. **Successors and Assigns**

Except as otherwise provided herein, all terms of this Lease Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and assigns.

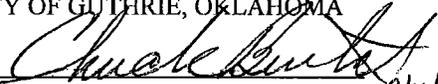
**10. Attorneys' Fee**

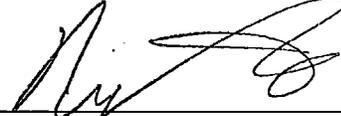
If any action at law or in equity shall be brought on account of any breach of, or to enforce or interpret any of the covenants, terms, conditions, or agreements of this Lease Agreement, the prevailing party shall be entitled to recover from the other party, as a part of the prevailing party's cost, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

**11. Information Provided**

Both parties warrant and represent that all information each has provided to the other is accurate and correct.

CITY OF GUTHRIE, OKLAHOMA

  
\_\_\_\_\_  
Mayor 9/16/08

  
\_\_\_\_\_  
Doug Friesen for North American Shooting Academy, Inc.

**(This page intentionally left blank)**

SEP 03 2009

RECEIVED

**RANDEL C. SHADID**  
Attorney At Law  
19 North Broadway, Suite 100  
Post Office Box 1217  
Edmond, Oklahoma 73083-1217

FAX: 405-341-8540  
EMAIL:Randel@rshadid.com

TELEPHONE  
405-341-6741

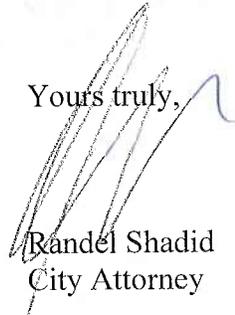
September 2, 2009

Ms. Melody Kellogg  
City Manager  
City of Guthrie  
P.O. Box 908  
Guthrie, OK 73044  
Fax No: 282-0192

Dear Melody,

Enclosed herewith is my proposed contract for 2010 with the minor changes the council made in the original draft. I suppose the contract should be placed on the next city council agenda for approval even though the council has approved rehiring me as city attorney. If you have any a questions give me a call at your convenience.

Yours truly,



Randel Shadid  
City Attorney

RS:jfa

**RANDEL C. SHADID**  
Attorney At Law  
19 North Broadway, Suite 100  
Post Office Box 1217  
Edmond, Oklahoma 73083-1217

FAX: 405-341-8540  
EMAIL:Randel@rshadid.com

TELEPHONE  
405-341-6741

September 2, 2009

Mayor Chuck Burtcher  
5111 Quail Drive  
Guthrie, OK 73044

RE: City Attorney Employment Agreement / Fiscal Year 2010

Dear Mayor & Council,

The following reflects the terms of my employment with the City of Guthrie for the fiscal year 2010.

The City will pay a monthly retainer of \$2,000.00 for the following services, to-wit:

1. Attendance at City Council and GPWA meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month.
2. Attendance at committee meetings as requested by City Council, City Manager or a Committee chair person.
3. Prosecution and supervision of matters on behalf of the City of Guthrie in the Municipal Court of the City of Guthrie.
4. Availability for consultation with City Council Members and City Staff on City related matters on as needed basis.
5. Review and preparation of ordinances and resolutions relating to City matters.
6. General supervision of tort claims and litigation involving or relating to the City of Guthrie being handled by outside counsel.
7. General supervision of eminent domain actions and/or litigation involving the City being handled by outside counsel.

8. The retainer covers a maximum of twenty (20) hours per month. Any services provided over twenty (20) hours per month or any special projects requested would be billed at an hourly rate of \$120.00 per hour and invoiced to the City. I would not incur inordinate hours without council approval.

9. The City will reimburse for actual postage and copying costs.

10. The City will pay not to exceed \$300.00 for reimbursement of continuing legal education seminars related to municipal law.

11. The City will provide the same insurance coverage provided to other City Staff.

12. My staff will be utilized on most all document preparation by my office.

APPROVED:

By:

  
Randel Shadid, City Attorney

Approved by the City Council, City of Guthrie, the \_\_\_\_\_ day of September, 2009.

ATTEST:

\_\_\_\_\_  
Mayor

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

**(This page intentionally left blank)**

CITY OF GUTHRIE  
TREASURER'S REPORT

MONTH: August 2009

	BANK OR DEPOSITORY	ACCT. TYPE	ACCT. NO.	RATE	DATE OF MATURITY	BEGINNING BALANCE	DEPOSITS	WITH-DRAWALS	ENDING BALANCE
General	First Capital	MM	13-416-3	0.50		\$6,508.47	\$349,474.39	\$147,932.69	\$208,050.17
	F & M Bank	MM	1022003929	1.00		<u>\$211,117.35</u>	<u>\$193,863.57</u>	<u>\$362,923.90</u>	<u>\$42,057.02</u>
						\$217,625.82	\$543,337.96	\$510,856.59	\$250,107.19
Cemetery Care	First Capital	MM	13-345-0	0.50		\$0.01	\$0.00	\$0.01	\$0.00
	F & M Bank	MM	1022003996	1.00		<u>\$31,448.50</u>	<u>\$570.80</u>	<u>\$0.00</u>	<u>\$32,019.30</u>
						\$31,448.51	\$570.80	\$0.01	\$32,019.30
Hotel/Motel Tax	First Capital	MM	13-927-0	66.67%	Tourism	\$20,877.03	\$161.44	\$20,377.03	\$661.44
	F & M Bank	MM	1022003937	33.33%	Parks	<u>\$32,826.89</u>	<u>\$20,472.79</u>	<u>\$44,730.00</u>	<u>\$8,569.68</u>
					<b>Total: Hotel/Motel Tax</b>	\$53,703.92	\$20,634.23	\$65,107.03	\$9,231.12
Sinking Fund	First Capital	MM	13-925-4	1.00		\$448.39	\$0.38	\$0.00	\$448.77
GIDA	First Capital	MM	21-459-0	1.00		\$0.00	\$0.00	\$0.00	\$0.00
	F & M Bank	MM	1022003953	1.00		<u>\$8,238.34</u>	<u>\$12,822.59</u>	<u>\$5,891.04</u>	<u>\$15,169.89</u>
						\$8,238.34	\$12,822.59	\$5,891.04	\$15,169.89
Centennial	Bancfirst	MM	154027499	0.50		\$10,951.30	\$72,667.16	\$68,284.50	\$15,333.96
Airport Grant	First Capital	MM	21-965-7	1.00		\$396.66	\$8,287.10	\$0.00	\$8,683.76
Airport Escrow 2008	First Capital	MM	24-961-0	1.99		\$0.00	\$0.00	\$0.00	\$0.00
USDA Rural Devel.	First Capital	MM	23-695-0	1.00		\$10,285.75	\$2,010.16	\$0.00	\$12,295.91
Capital Projects	First Capital	MM	25-046-5	0.50		\$6.80	\$0.00	\$6.80	\$0.00
	F & M Bank	MM	1022003961	1.00		<u>\$39,288.67</u>	<u>\$176,670.16</u>	<u>\$205,035.26</u>	<u>\$10,923.57</u>
						\$39,295.47	\$176,670.16	\$205,042.06	\$10,923.57
Grants Fund	First Capital	MM	25-045-7	0.50		\$2,933.67	\$1.25	\$0.00	\$2,934.92
	F & M Bank	MM	1022004038	1.00		<u>\$123,931.41</u>	<u>\$1,173.57</u>	<u>\$253.83</u>	<u>\$124,851.15</u>
						\$126,865.08	\$1,174.82	\$253.83	\$127,786.07
*****									
GPWA	First Capital	MM	13-415-5	0.50		\$11,971.36	\$14,754.30	\$362.01	\$26,363.65
	F & M Bank	MM	1022003864	1.00		\$131,776.42	\$355,241.58	\$324,404.46	\$162,613.54
	Bancfirst -Drafts	MM	150182648	0.50		<u>\$255,559.90</u>	<u>\$51,413.51</u>	<u>\$1,020.58</u>	<u>\$305,952.83</u>
					<b>Total: GPWA Operating</b>	\$399,307.68	\$421,409.39	\$325,787.05	\$494,930.02
Meter Deposits	First Capital	SN	01-842-2	0.50		\$5,368.15	\$7.80	\$4,219.50	\$1,156.45
	F & M Bank	MM	1022003880	1.00		\$225,392.25	\$4,368.15	\$0.00	\$229,760.40
	First Capital	CD	26165	1.40	11/27/2009	<u>\$99,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$99,000.00</u>
					<b>Total: Meter Deposits</b>	\$329,760.40	\$4,375.95	\$4,219.50	\$329,916.85
WTP Fund	First Capital	MM	20-335-1	0.50		\$0.45	\$0.00	\$0.45	\$0.00
	First Capital	MM	25-143-7	0.50		\$154,553.43	\$482,075.16	\$482,002.92	\$154,625.67
	Bancfirst - WTP	MM	150182648	0.50		\$246,605.68	\$70.94	\$0.00	\$246,676.62
	F & M Bank	MM	1022003872	1.00		<u>\$159,663.71</u>	<u>\$24,716.63</u>	<u>\$82,532.86</u>	<u>\$101,847.48</u>
						\$560,823.27	\$506,862.73	\$564,536.23	\$503,149.77
Revenue Bonds Series 2001	First Capital	MM	21-948-7	1.25		\$226.87	\$0.19	\$0.00	\$227.06
	Okla State Bank	MM	650984	1.82		<u>\$458,339.09</u>	<u>\$24,027.23</u>	<u>\$26,694.24</u>	<u>\$455,672.08</u>
						\$458,565.96	\$24,027.42	\$26,694.24	\$455,899.14
Revenue Bonds Series 2002	First Capital	MM	15-355-9	1.25		\$144.11	\$0.12	\$0.00	\$144.23
	Okla State Bank	MM	650984	1.82		<u>\$468,350.44</u>	<u>\$34,347.61</u>	<u>\$314,202.29</u>	<u>\$188,495.76</u>
						\$468,494.55	\$34,347.73	\$314,202.29	\$188,639.99
Trusts									
Job Corps/Fire Bank of Oklahom	TR		75-4036-01-0	0.18		\$70,315.34	\$16.26	\$0.00	\$70,331.60
OKC Waterline Bank of Oklahom	TR		75-4037-01-8	0.18		\$5,589,769.68	\$1,296.43	\$33,699.17	\$5,557,366.94

CITY OF GUTHRIE August 2009 91.67%	STATEMENT OF ESTIMATE - ACTUAL REVENUE					
	Annual Budget	YTD Estimate	Current Month Collected	YTD Actual	YTD Variance	Percent Total Collected
Revenue Source						
Sales Tax Revenue	\$3,822,330	\$3,503,803	\$328,216	\$3,548,803	\$45,001	92.84%
Use Tax	\$150,000	\$137,500	\$8,486	\$146,382	\$8,882	97.59%
Cigarette Tax Revenue	\$48,000	\$44,000	\$5,306	\$47,707	\$3,707	99.39%
Franchise Taxes	\$427,000	\$391,417	\$65,972	\$461,457	\$70,040	108.07%
Licenses & Permits	\$137,890	\$126,399	\$9,405	\$111,876	(\$14,523)	81.13%
Com. Vehicle Tax	\$69,000	\$63,250	\$6,061	\$70,825	\$7,575	102.64%
Gas Excise Tax	\$19,000	\$17,417	\$1,909	\$20,283	\$2,867	106.76%
Alcoholic Beverage Tax	\$66,000	\$60,500	\$8,707	\$74,988	\$14,488	113.62%
Ambulance Collections	\$430,000	\$394,167	\$39,642	\$392,765	(\$1,402)	91.34%
EMS Contract	\$287,188	\$263,256	\$23,932	\$263,255	(\$0)	91.67%
Rents & Royalties	\$34,000	\$31,167	\$2,325	\$30,640	(\$527)	90.12%
Cemetery Revenue	\$74,400	\$68,200	\$3,836	\$61,447	(\$6,753)	82.59%
Court Fines/Forfeiture	\$239,000	\$219,083	\$20,239	\$237,886	\$18,803	99.53%
Interest	\$8,000	\$7,333	\$390	\$6,715	(\$619)	83.94%
Library Fines & Fees	\$10,500	\$9,625	\$1,492	\$13,873	\$4,248	132.12%
Lake Fees/Permits	\$24,000	\$22,000	\$2,922	\$21,856	(\$144)	91.07%
Fire Runs	\$1,000	\$917	\$395	\$2,250	\$1,333	225.00%
Reimb Rev/Misc. Income	\$98,463	\$90,258	\$7,707	\$151,724	\$61,466	154.09%
Swim Pool Fees	\$7,500	\$6,875	\$1,215	\$13,241	\$6,366	0.00%
Plan/Bd of Adjustments	\$1,000	\$917	\$100	\$1,475	\$558	147.50%
Oil/Gas Inspect/Leases	\$14,500	\$13,292	\$0	\$15,350	\$2,059	105.87%
Weed Abatement	\$1,000	\$917	\$0	\$3,075	\$2,159	307.53%
Fire Subscriptions	\$1,000	\$917	\$0	\$3,565	\$2,649	356.52%
Subtotal	\$5,970,771	\$5,473,207	\$538,258	\$5,701,441	\$228,234	95.49%
Transfer from GPWA	\$4,235,763	\$3,882,783	\$328,216	\$3,638,803	(\$243,979)	85.91%
Transfer from Grants Fund	\$12,000	\$11,000	\$0	\$0	(\$11,000)	0.00%
Budgeted Fund Balance	\$462,729	\$424,168	\$0	\$0	(\$424,168)	0.00%
TOTALS	\$10,681,263	\$9,791,158	\$866,475	\$9,340,244	(\$450,913)	87.45%

CITY OF GUTHRIE		DEPARTMENT EXPENDITURE SUMMARY									
August 2009 91.67%		Current									
Department	Annual Budget	YTD Estimate	Current Month Expend	% of Budget	YTD Expend	% of Budget	Encumbered Balance	% of Budget	Remaining Budget	Encumbered Balance	Remaining Budget
General Government	\$952,509	\$873,133	\$67,163	7.05%	\$830,135	87.15%	\$83,407		\$38,967		\$38,967
Administration	\$498,596	\$457,046	\$36,577	7.34%	\$426,230	85.49%	\$15,888		\$56,479		\$56,479
Finance	\$236,822	\$217,087	\$17,282	7.30%	\$217,130	91.68%	\$451		\$19,241		\$19,241
Planning	\$277,391	\$254,275	\$24,345	8.78%	\$203,442	73.34%	\$10,792		\$63,157		\$63,157
Library	\$206,380	\$189,182	\$13,794	6.68%	\$182,952	88.65%	\$398		\$23,031		\$23,031
Police	\$1,478,838	\$1,355,602	\$106,380	7.19%	\$1,232,683	83.35%	\$4,383		\$241,773		\$241,773
Fire	\$1,461,353	\$1,339,574	\$93,684	6.41%	\$1,274,945	87.24%	\$20,750		\$165,658		\$165,658
Street	\$516,872	\$473,799	\$41,162	7.96%	\$408,643	79.06%	\$2,621		\$105,608		\$105,608
Vehicle Maintenance	\$155,120	\$142,193	\$9,610	6.20%	\$116,488	75.10%	\$391		\$38,241		\$38,241
Parks & Public Grounds	\$434,098	\$397,923	\$29,929	6.89%	\$356,109	82.03%	\$14,411		\$63,577		\$63,577
Swimming Pool	\$66,234	\$60,715	\$7,293	11.01%	\$50,070	75.60%	\$1,443		\$14,721		\$14,721
Transfer to GPWA Fund	\$3,822,330	\$3,503,803	\$328,216	8.59%	\$3,548,803	92.84%	\$0		\$273,527		\$273,527
Transfer to Airport Fund	\$143,123	\$131,196	\$1,180	0.82%	\$98,357	68.72%	\$0		\$44,766		\$44,766
Transfer to Capital Project	\$420,493	\$385,452	\$0	0.00%	\$263,841	62.75%	\$0		\$156,652		\$156,652
Transfer to Grants Fund	\$11,104	\$10,179	\$0	0.00%	\$0	0.00%	\$0		\$11,104		\$11,104
<b>TOTALS</b>	<b>\$10,681,263</b>	<b>\$9,791,158</b>	<b>\$776,617</b>	<b>7.27%</b>	<b>\$9,209,828</b>	<b>86.22%</b>	<b>\$154,934</b>		<b>\$1,316,501</b>		<b>\$1,316,501</b>

GUTHRIE PUBLIC WORKS AUTHORITY	STATEMENT OF ESTIMATE - ACTUAL REVENUE						Percent		
	August 2009	91.67%	Annual Budget	YTD Estimate	Current Month Collected	YTD Actual	YTD Variance	Percent Variance	Total Collected
Revenue Source									
Water	\$2,245,220	\$2,049,661	\$179,826	\$1,647,847	(\$401,814)	-19.60%	73.39%		
Sewer	\$775,759	\$711,112	\$63,858	\$687,915	(\$23,198)	-3.26%	88.68%		
Sanitation	\$1,100,000	\$1,008,333	\$97,347	\$1,058,680	\$50,346	4.99%	96.24%		
Convenience Center	\$48,451	\$44,413	\$5,298	\$53,749	\$9,336	21.02%	110.93%		
Interest	\$12,500	\$11,458	\$228	\$4,465	(\$6,993)	-61.03%	35.72%		
Rents & Royalties	\$6,300	\$5,775	\$200	\$4,730	(\$1,045)	-18.10%	75.08%		
Transfer-Other Funds	\$3,828,130	\$3,509,119	\$328,216	\$3,548,803	\$39,684	1.13%	92.70%		
Miscellaneous	\$35,016	\$32,098	\$3,679	\$20,674	(\$11,424)	-35.59%	59.04%		
Late Charges	\$36,000	\$33,000	\$3,475	\$38,875	\$5,875	17.80%	107.99%		
Extension Charges	\$1,800	\$1,650	\$160	\$1,810	\$160	9.70%	100.56%		
Service Initiation	\$14,000	\$12,833	\$1,100	\$12,150	(\$683)	-5.32%	86.79%		
Sale of Fire Station/Park Barn	\$21,000	\$19,250	\$1,750	\$19,250	\$0	0.00%	91.67%		
Subtotal	\$8,124,176	\$7,438,704	\$685,137	\$7,098,948	(\$339,756)	-4.57%	87.38%		
Budgeted Fund Balance	\$294,064	\$269,559	\$0	\$0	(\$269,559)	0.00%	0.00%		
TOTALS	\$8,418,240	\$7,708,263	\$685,137	\$7,098,948	(\$609,315)	-7.90%	84.33%		

GUTHRIE PUBLIC WORKS			DEPARTMENT EXPENDITURE SUMMARY											
August 2009 91.67%			YTD		Current Month		YTD		% of Budget		Encumbered Balance		Remaining Budget	
Department	Annual Budget	YTD Estimate	YTD Expend	Month Expend	% of Budget	YTD Expend	% of Budget	YTD Expend	% of Budget	Encumbered Balance	Remaining Budget			
General Government	\$286,616	\$262,731	\$21,231	\$21,231	7.41%	\$251,959	87.91%	\$251,959	87.91%	\$24,811	\$9,846			
Administration	\$181,989	\$166,823	\$12,695	\$12,695	6.98%	\$162,807	89.46%	\$162,807	89.46%	\$5,309	\$13,873			
Water Plant	\$338,276	\$310,086	\$29,773	\$29,773	8.80%	\$291,474	86.16%	\$291,474	86.16%	\$40,833	\$5,969			
Wastewater Plant	\$204,137	\$187,126	\$10,702	\$10,702	5.24%	\$179,688	88.02%	\$179,688	88.02%	\$8,611	\$15,837			
Convenience Center	\$123,144	\$112,882	\$3,709	\$3,709	3.01%	\$99,800	81.04%	\$99,800	81.04%	\$7,449	\$15,895			
Line Maintenance	\$673,440	\$617,320	\$33,389	\$33,389	4.96%	\$546,243	81.11%	\$546,243	81.11%	\$18,492	\$108,705			
Meter Department	\$81,499	\$74,707	\$3,927	\$3,927	4.82%	\$44,445	54.53%	\$44,445	54.53%	\$9,589	\$27,465			
Sanitation Contract	\$732,000	\$671,000	\$158	\$158	0.02%	\$639,491	87.36%	\$639,491	87.36%	\$29,945	\$62,565			
Transfer-General Fund	\$4,235,763	\$3,882,783	\$328,216	\$328,216	7.75%	\$3,638,803	85.91%	\$3,638,803	85.91%	\$0	\$596,960			
Transfer-GIDA	\$55,077	\$50,487	\$0	\$0	0.00%	\$60,000	108.94%	\$60,000	108.94%	\$0	(\$4,923)			
Transfer-Revenue Bond	\$279,855	\$256,534	\$23,321	\$23,321	8.33%	\$256,534	91.67%	\$256,534	91.67%	\$23,321	(\$0)			
Transfer-Capital Project	\$818,444.00	\$750,240	\$113,765	\$113,765	13.90%	\$406,670	49.69%	\$406,670	49.69%	\$0	\$411,774			
Transfer-WTP Fund	\$408,000.00	\$374,000	\$0	\$0	0.00%	\$339,243	83.15%	\$339,243	83.15%	\$0	\$68,757			
<b>TOTALS</b>	<b>\$8,418,240</b>	<b>\$7,716,720</b>	<b>\$580,886</b>	<b>\$580,886</b>	<b>6.90%</b>	<b>\$6,917,157</b>	<b>82.17%</b>	<b>\$6,917,157</b>	<b>82.17%</b>	<b>\$168,360</b>	<b>\$1,332,723</b>			

SEPTEMBER 04, 2009

CITY OF GUTHRIE

SALES TAX

DEAR TREASURER;

FUNDS HAVE BEEN ELECTRONICALLY TRANSFERRED TO YOUR BANK ACCOUNT, EFFECTIVE 09/08/09, FOR YOUR CITY SALES TAX COLLECTIONS RECEIVED BY THE OKLAHOMA TAX COMMISSION DURING THE MONTH OF AUGUST.

THIS PAYMENT REPRESENTS COLLECTIONS FROM SALES MADE THE PREVIOUS MONTH AND MAY INCLUDE INTEREST, PENALTY, AND DELINQUENT REMITTANCES DUE FROM AN EARLIER MONTH. SEE DETAILS BELOW.

IF THERE ARE ANY QUESTIONS CONCERNING THIS PAYMENT, PLEASE CALL OR WRITE DAVE FRANCIS, (405) 522-6600, SALES AND USE TAX SECTION, TAXPAYER ASSISTANCE DIVISION, OKLAHOMA TAX COMMISSION.

TOTAL TAX, PENALTY AND INTEREST COLLECTED	\$320,004.07
LESS AMOUNT REFUNDED TO TAXPAYERS	\$ .00
LESS AMOUNT SUSPENDED	\$ .00
LESS .010000 RETENTION TO OKLAHOMA TAX COMMISSION	\$3,200.04
PLUS INTEREST	\$469.60
TOTAL PAYMENT	\$317,273.63

*Last year \$ 319,840.<sup>12</sup> decrease of \$ 2,566.<sup>49</sup>*

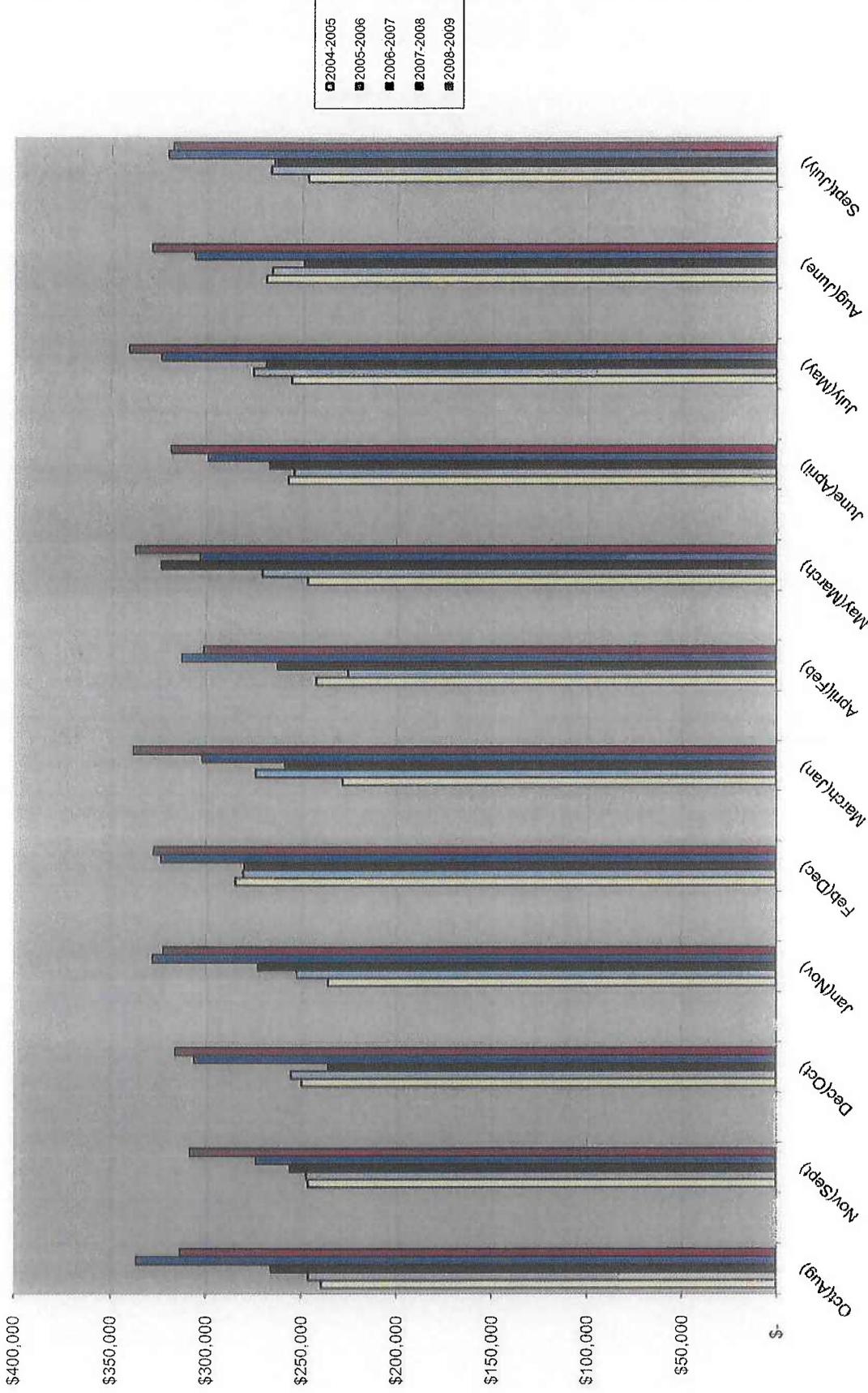
*Last month \$ 328,216.<sup>24</sup> decrease of \$ 10,942.<sup>61</sup>*

SALES TAX COLLECTION

Fiscal Year	Collection October- September	Difference	% Increase
2003-2004	\$ 2,923,722.83		
2004-2005	\$ 3,000,884.59	\$ 77,161.76	2.64
2005-2006	\$ 3,112,778.96	\$ 111,894.37	3.73
2006-2007	\$ 3,202,952.29	\$ 90,173.33	2.90
2007-2008	\$ 3,732,000.76	\$ 529,048.47	16.52
2008-2009	\$ 3,866,077.05	\$ 134,076.29	3.59

Sales from August through July

SALES TAX COLLECTION



October 2008 - Sept 2009  
CITY SALES TAX  
COLLECTION BY CODE

Description	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09
Agricultural Production Crops	\$ (30.63)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Livestock, Except Dairy/Poultry	\$ 64.48	\$ 62.73	\$ 59.39	\$ 59.35	\$ 59.69	\$ 63.48	\$ 29.18	\$ 71.84	\$ 54.28	\$ 66.35	\$ 66.35	\$ 66.35
Agricultural Services	\$ 417.33	\$ (9.83)	\$ 376.06	\$ 620.42	\$ 387.29	\$ 386.16	\$ 586.75	\$ 296.30	\$ 794.98	\$ 653.45	\$ -	\$ -
Timber Tracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commercial Fishing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oil/Gas Extraction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mining & Quarrying of Non-metallic minerals, exc fuels	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg. Construction-General Contractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction other than Bldg.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction-Special Trade Contractors	\$ 378.12	\$ 398.87	\$ (91.59)	\$ 315.81	\$ 308.37	\$ 319.01	\$ 751.06	\$ 915.85	\$ 2,860.44	\$ 343.41	\$ -	\$ -
Food and Kindred Products	\$ 742.40	\$ 367.28	\$ 146.07	\$ 233.83	\$ 1,481.29	\$ 235.54	\$ 294.65	\$ 231.10	\$ 1,350.08	\$ 548.03	\$ -	\$ -
Textile Mill Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apparel and other Finished Product Made from Fabrics	\$ 24.64	\$ 29.85	\$ 31.85	\$ 21.10	\$ 106.06	\$ 30.74	\$ 25.44	\$ 30.16	\$ 25.62	\$ 33.81	\$ -	\$ -
Lumber and Wood Products, except Furniture	\$ 2,440.26	\$ 843.94	\$ 937.52	\$ 546.07	\$ 1,004.63	\$ 1,364.87	\$ 2,775.67	\$ 1,229.26	\$ 3,191.12	\$ 2,119.81	\$ -	\$ -
Furniture and Fixtures	\$ -	\$ 9.06	\$ 92.28	\$ (39.99)	\$ -	\$ (1.86)	\$ 47.91	\$ (7.67)	\$ 247.77	\$ (72.62)	\$ -	\$ -
Paper and Allied Products	\$ -	\$ 8.20	\$ (2.54)	\$ -	\$ 7.52	\$ -	\$ -	\$ -	\$ 9.46	\$ (3.80)	\$ -	\$ -
Printing, Publishing and Allied Industries	\$ 228.46	\$ 439.27	\$ 320.77	\$ 172.09	\$ 438.27	\$ (32.25)	\$ 514.97	\$ 320.94	\$ 203.02	\$ 289.20	\$ -	\$ -
Chemicals and Allied Products	\$ 171.95	\$ 174.73	\$ 104.83	\$ 110.80	\$ 136.89	\$ 113.96	\$ 155.91	\$ 120.25	\$ 92.92	\$ 231.07	\$ -	\$ -
Petroleum Remaining & Related Industries	\$ -	\$ -	\$ 889.28	\$ (220.19)	\$ -	\$ 36.03	\$ 91.05	\$ (10.97)	\$ (1.03)	\$ 56.99	\$ -	\$ -
Rubber & Miscellaneous Plastics Products	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14.25	\$ -	\$ 39.44	\$ 0.26	\$ -	\$ -
Leather & Leather Products	\$ 51.49	\$ 449.98	\$ 169.51	\$ 102.06	\$ 15.70	\$ 99.96	\$ 330.44	\$ 34.10	\$ 78.27	\$ -	\$ -	\$ -
Stone, Clay, Glass & Concrete Products	\$ 5,126.42	\$ 3,654.07	\$ 5,300.52	\$ 1,928.87	\$ 3,999.05	\$ 1,231.59	\$ 1,833.64	\$ 3,290.66	\$ 1,851.44	\$ 5,955.11	\$ -	\$ -
Primary Metal Industries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fabricated Metal Products, Except Machinery	\$ 48.39	\$ 143.28	\$ 415.43	\$ 29.50	\$ 1,785.68	\$ (138.43)	\$ 244.58	\$ 416.69	\$ (75.94)	\$ 424.59	\$ -	\$ -
Machinery, Except Electrical	\$ 10.85	\$ 11,399	\$ 118.63	\$ 54.20	\$ 1,477.48	\$ (241.78)	\$ 5,124.45	\$ (393.05)	\$ 20,966.31	\$ (88.65)	\$ -	\$ -
Electrical & Electronic Machinery, Equip. & Supplies	\$ 39.35	\$ 1,057.64	\$ 30.31	\$ 78.02	\$ 163.32	\$ (19.51)	\$ 143.31	\$ 74.04	\$ 9.03	\$ 48.45	\$ -	\$ -
Transportation Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Measuring, Analyzing & Controlling Instruments	\$ 380.37	\$ 363.31	\$ 284.54	\$ 400.52	\$ 579.29	\$ 1,438.13	\$ (185.03)	\$ 505.13	\$ 432.21	\$ 268.25	\$ -	\$ -
Miscellaneous Manufacturing Industries	\$ 308.90	\$ 228.19	\$ 281.91	\$ (15.44)	\$ 329.81	\$ 146.24	\$ (91.02)	\$ 41.01	\$ 11.10	\$ 10.84	\$ -	\$ -
Railroad Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local & Suburban Transit & Interurban Hwy Passenger	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Motor Freight Transportation & Warehousing	\$ 395.34	\$ 228.18	\$ 86.56	\$ 103.76	\$ 56.60	\$ 80.26	\$ 112.84	\$ 83.90	\$ (3.10)	\$ 246.71	\$ -	\$ -
Transportation By Air	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation Services	\$ 1.43	\$ (0.72)	\$ 5.87	\$ 1.67	\$ 1.42	\$ 0.50	\$ 0.83	\$ 1.54	\$ 1.84	\$ 1.18	\$ -	\$ -
Communications	\$ 15,172.59	\$ 14,650.41	\$ 14,176.34	\$ 14,734.92	\$ 15,304.11	\$ 14,747.41	\$ 16,912.15	\$ 14,395.05	\$ 16,143.96	\$ 15,110.10	\$ -	\$ -
Electric, Gas & Sanitary Services	\$ 23,526.55	\$ 21,325.26	\$ 25,046.42	\$ 35,193.17	\$ 38,453.19	\$ 30,976.74	\$ 24,791.93	\$ 23,784.48	\$ 21,503.64	\$ 29,509.92	\$ -	\$ -
Wholesale Trade-Durable Goods	\$ 9,230.96	\$ 7,298.77	\$ 4,482.55	\$ 7,956.04	\$ 8,641.57	\$ 3,288.32	\$ 4,996.77	\$ 5,612.50	\$ 4,220.41	\$ 7,685.09	\$ -	\$ -
Wholesale Trade-Nondurable Goods	\$ 14,450.76	\$ 6,239.82	\$ 4,945.91	\$ 3,932.26	\$ 13,198.44	\$ 10,434.33	\$ 5,608.84	\$ 4,557.17	\$ 5,852.87	\$ 7,520.91	\$ -	\$ -
Blog Materials/Hardware/Garden Supply/Mobile Home Dealer	\$ 15,623.14	\$ 15,637.96	\$ 15,489.58	\$ 19,126.36	\$ 10,851.33	\$ 14,421.91	\$ 36,310.17	\$ 28,685.01	\$ 21,118.18	\$ 21,239.39	\$ -	\$ -
General Merchandise Stores	\$ 96,537.93	\$ 97,143.52	\$ 120,854.49	\$ 112,884.07	\$ 106,844.92	\$ 92,167.13	\$ 97,004.08	\$ 94,866.04	\$ 111,137.00	\$ 94,766.93	\$ -	\$ -
Food Stores	\$ 26,969.23	\$ 30,861.19	\$ 25,545.26	\$ 26,564.69	\$ 26,492.20	\$ 23,021.13	\$ 28,168.25	\$ 26,689.36	\$ 27,443.83	\$ 28,710.20	\$ -	\$ -
Automotive Dealers & Gasoline Service Stations	\$ 13,634.44	\$ 15,306.99	\$ 10,788.49	\$ 11,498.42	\$ 23,764.74	\$ 11,511.30	\$ 13,663.42	\$ 11,863.07	\$ 11,474.29	\$ 12,766.40	\$ -	\$ -
Apparel & Accessory Stores	\$ 2,856.07	\$ 2,887.28	\$ 3,027.06	\$ 3,411.20	\$ 2,729.67	\$ 3,110.23	\$ 2,819.57	\$ 3,026.61	\$ 2,991.82	\$ 4,614.21	\$ -	\$ -
Furniture, Home Furnishings & Equipment Stores	\$ 4,865.65	\$ 4,938.44	\$ 6,115.83	\$ 4,376.80	\$ 12,485.12	\$ 5,993.59	\$ 4,596.21	\$ 7,607.40	\$ 5,107.22	\$ 8,091.18	\$ -	\$ -
Eating & Drinking Places	\$ 50,826.17	\$ 51,469.52	\$ 46,378.98	\$ 40,803.85	\$ 40,564.64	\$ 52,178.57	\$ 64,334.07	\$ 48,523.98	\$ 50,143.97	\$ 48,942.00	\$ -	\$ -
Miscellaneous Retail	\$ 11,527.30	\$ 21,239.98	\$ 18,091.08	\$ 19,055.27	\$ 16,572.38	\$ 16,562.95	\$ 17,176.16	\$ 17,061.08	\$ 18,454.99	\$ 14,222.00	\$ -	\$ -
Banking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit Agencies other than Banks	\$ 29.02	\$ 43.89	\$ (9.93)	\$ 48.39	\$ 15.64	\$ 48.72	\$ 19.45	\$ 25.64	\$ 37.39	\$ 12.78	\$ -	\$ -
Security & Commodity Brokers, Dealers, Exchanges	\$ -	\$ 12.30	\$ -	\$ 8.65	\$ 0.09	\$ 0.14	\$ -	\$ -	\$ 0.47	\$ -	\$ 1.64	\$ -
Life Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Real Estate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Holding & Other Investments Offices	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel, Rooming Houses, Camps & other Lodging Places	\$ 3,118.58	\$ 5,721.50	\$ 6,594.10	\$ 8,725.49	\$ 3,579.49	\$ 3,154.11	\$ 5,197.20	\$ 4,443.91	\$ 5,625.38	\$ 4,776.13	\$ -	\$ -
Personal Services	\$ 1,831.75	\$ 2,420.37	\$ 1,690.61	\$ 2,726.30	\$ 1,287.25	\$ 2,339.13	\$ 2,399.43	\$ 2,597.42	\$ 2,095.11	\$ 1,367.66	\$ -	\$ -
Business Services	\$ 3,329.12	\$ 7,654.87	\$ 4,163.79	\$ 5,947.07	\$ 5,045.40	\$ 7,970.89	\$ 4,079.94	\$ 9,406.38	\$ 896.40	\$ 5,419.50	\$ -	\$ -
Automotive Repair Services & Garages	\$ 3,102.79	\$ 2,864.26	\$ 3,087.55	\$ 4,903.12	\$ 3,141.69	\$ 3,649.02	\$ 4,437.16	\$ 4,496.47	\$ 3,625.01	\$ 11,122.48	\$ -	\$ -
Miscellaneous Repair Services	\$ 21.84	\$ 91.41	\$ 181.26	\$ 177.78	\$ 132.54	\$ 78.01	\$ 56.13	\$ 54.35	\$ 102.90	\$ 158.95	\$ -	\$ -

CITY SALES TAX  
COLLECTION BY CODE

Description	*Oct-08	*Nov-08	*Dec-08	*Jan-09	*Feb-09	*Mar-09	*Apr-09	*May-09	*Jun-09	*Jul-09	*Aug-09	*Sept-09
Motion Pictures	\$ 622.81	\$ 1,263.94	\$ 1,440.60	\$ 1,476.70	\$ 1,513.14	\$ 1,221.66	\$ 1,295.24	\$ 1,008.22	\$ 1,419.99	\$ 879.91		
Amusement & Recreation Services, Except Motion Pictures	\$ 842.32	\$ 33.71	\$ 1,643.76	\$ 46.42	\$ 116.24	\$ 99.23	\$ 105.28	\$ 2,618.65	\$ 385.69	\$ 336.24		
Health Services	\$ 177.19	\$ 147.47	\$ 303.13	\$ 126.94	\$ 158.73	\$ 168.06	\$ 112.44	\$ 171.19	\$ 157.49	\$ 151.58		
Educational Services	\$ -	\$ 0.38	\$ -	\$ 3.23	\$ -	\$ 2.76	\$ 1.13	\$ -	\$ 1.48	\$ -		
Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Museums, Art Galleries, Botanical, Zoological Gardens	\$ -	\$ -	\$ -	\$ 19.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.31		
Membership Organizations	\$ 678.87	\$ 251.90	\$ 727.61	\$ 1,428.09	\$ 425.01	\$ 730.40	\$ 356.80	\$ 1,558.32	\$ 80.91	\$ 1,217.09		
Engineering, Architectural, Surveying Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Miscellaneous Services	\$ -	\$ -	\$ 2.05	\$ -	\$ 0.01	\$ -	\$ 1.25	\$ -	\$ -	\$ -		
Justice, Public Order & Safety	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.77	\$ -	\$ -	\$ -	\$ -		
Public Finance Taxation, Monetary Policy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Administration of Economic Programs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Nonclassifiable Services	\$ 711.82	\$ 859.42	\$ 694.28	\$ 1,226.53	\$ 821.15	\$ 752.57	\$ 485.48	\$ 729.61	\$ 1,089.61	\$ 1,246.54		
	\$ 310,486.47	\$ 318,520.98	\$ 324,997.98	\$ 330,001.09	\$ 340,869.05	\$ 303,674.09	\$ 339,709.20	\$ 321,033.46	\$ 543,251.00	\$ 331,023.00	\$ -	\$ -



**Agenda Item Cover Letter**

<b>Meeting</b>	<b>Date of Meeting</b>	<b>Contact</b>
<input checked="" type="checkbox"/> City Council	September 15, 2009	Wanda Calvert
<input checked="" type="checkbox"/> GPWA		City Clerk/Treasurer
Other: _____		

**Agenda Item**

Consider approval of Audit Engagement Letter with John M. Arledge & Associates, P.C. to provide auditing services for FY 2009.

**Summary**

John M. Arledge & Associates has been the City of Guthrie auditors since the FY 2004 audit. The proposed Audit Engagement Letter is the same as last year with the exception that the proposed fee does not anticipate the receipt of any Federal stimulus funding. . The proposed fee has been increased \$750 for a total not to exceed \$16,200 which includes the standard hourly rates plus out-of-pocket costs. If the City receives Federal stimulus funding which requires additional audit testing, the City will be billed the standard hourly rates for the additional time and charges. The standard hourly rates range from \$90 to \$200 an hour, depending upon the degree of responsibility involved and the experience level of the personnel assigned to audit.

<b>Funding Expected</b>	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
<b>Budgeted</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Account Number</b>	<u>01-01-00-6330</u>	<b>Amount</b>	<u>\$16,200 in FY 2010</u>
<b>Legal Review</b>	<input checked="" type="checkbox"/> N/A	<b>Required</b>	<b>Completed Date:</b> <u>Same as last year</u>
<b>Mayor's Appt.</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**Supporting documents attached**

- Audit Engagement Letter

**Recommendation**

Staff recommends approval.

**Action Needed**     Public Hearing     Motion     Emergency Clause

**Audit Engagement Letter**

July 1, 2009

City of Guthrie, Oklahoma  
Guthrie, Oklahoma

We are pleased to confirm our understanding of the services we are to provide for the City of Guthrie, Oklahoma, the Guthrie Public Works Authority, the Guthrie Industrial Development Authority, the Guthrie Public Transportation Authority (an inactive entity), the Guthrie Transportation Authority (an inactive entity), (collectively referred to as the "City") for the fiscal year ended September 30, 2009. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City as of and for the fiscal year ended September 30, 2009. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis.
- 2) Budgetary comparison schedules

Supplementary information other than RSI also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Schedule of expenditures of federal awards.

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts,

agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the City; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of John M. Arledge & Associates, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to any governmental agencies, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of John M. Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned

parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

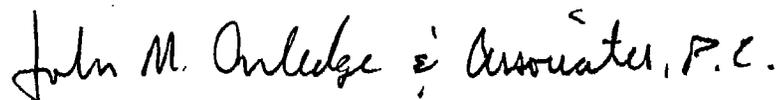
The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by any governmental agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$16,200. This fee does not anticipate the receipt of any Federal stimulus funding. Should the City receive additional Federal stimulus funding which requires additional audit testing, we will bill the City at our standard hourly rates for the additional time and charges. Our standard hourly rates range from \$90 to \$200 an hour, depending upon the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review accompanies this letter.

We appreciate the opportunity to be of service to the City of Guthrie, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



John M. Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Guthrie, Oklahoma.

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

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

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

To the Owners  
John M. Arledge & Associates, PC

We have reviewed the system of quality control for the accounting and auditing practice of John M. Arledge & Associates, PC (the firm) in effect for the year ended May 31, 2007. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting practice with emphasis on higher-risk engagements. The engagements selected included, among others, audits of engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting practice of John M. Arledge & Associates, PC in effect for the year ended May 31, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

As is customary in a system review, we have issued a letter under this date that sets forth comments that were not considered to be of sufficient significance to affect the opinion expressed in this report.

*Jayna Vaughn, PC*

Jayna Vaughn, PC  
November 1, 2007



**(This page intentionally left blank)**



**Agenda Item Cover Letter**

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

**Date of Meeting**  
September 15, 2009

**Contact**  
Wanda Calvert  
City Clerk/Treasurer

**Agenda Item**

Consider approval of Engagement Letter with Crawford & Associates, P.C. for Accounting and Consulting Services for FY 2010.

**Summary**

The proposed Engagement Letter is the same as last year with the exception for an increase in the standard hourly rates. The Engagement Letter covers Annual Financial Statement preparation for use by auditors and general accounting and advisory assistance. Upon request and approval by City Council, Crawford and Associates are prepared to provide a full range of accounting and consulting services at the standard rate set in the Engagement Letter.

**Funding Expected**     Revenue     Expenditure     N/A

**Budgeted**     Yes     No     N/A

**Account Number**    01-01-00-6330    **Amount**    \$38,800 in FY 2010

**Legal Review**     N/A     Required    **Completed Date:** Same/last year

**Mayor's Appt.**     Yes     No

**Supporting documents attached**

- Engagement Letter

**Recommendation**

Staff recommends approval.

**Action Needed**     Public Hearing     Motion     Emergency Clause



September 4, 2009

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

To the Honorable Mayor and Members of the City Council:

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

We are prepared to provide a full range of accounting and consulting services to the City of Guthrie contingent upon approval of the City Manager. The purpose of this engagement letter is to identify the scope of available accounting and consulting services from the Firm, the specific services anticipated to be provided at this time, and confirm the terms of our engagement.

#### Scope of Services

The scope of accounting and consulting services that can be provided to the City are outlined below. While this listing includes a range of services available from the Firm, the specific services anticipated to be provided at the current time are separated below from those additional other services that are available from the Firm and can be provided upon specific request.

#### Anticipated Services to be Provided at This Time

Assistance with Annual Financial Statement Preparation (for Restricted Use by External Auditors)  
General Accounting and Advisory Assistance

#### Other Available Services that can be Provided upon Specific Request

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

**In compliance with our professional standards regarding independence, we will not provide any audit or other attestation services, as defined by professional standards, to the City in conjunction with these accounting and consulting services.**

### **The City's Responsibilities**

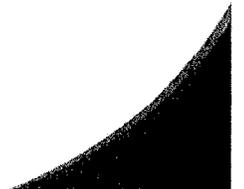
The City's management and governing body is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure fair presentation of the City's financial statements and compliance with policies, procedures, and applicable laws and regulations.

City management and the governing body will also be responsible for establishing the scope of our accounting and consulting services and providing the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by the Firm, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Our engagement involves providing assistance in the preparation of draft annual financial statements, including supplementary information for the restricted use by management in providing such draft financial statements to the City's external auditor. As provided for in Section 100, paragraphs 24-27, of the Standards for Accounting and Review Services of the American Institute of Certified Public Accountants (AICPA) we will not issue a compilation report in conjunction with these draft financial statements, and instead, we will use this engagement letter as documentation and confirmation of your understanding of the services to be performed and the limitations on the use of such draft financial statements. In this regard, by signing this engagement letter, City management acknowledges its understanding and acceptance of the following:

- That the nature and limitations of the financial statement preparation services to be performed will be limited to a compilation of the financial statements from the City's accounting records for restricted use only by the external auditor in conjunction with the financial statement audit;
- That a compilation is limited to presenting, in the form of financial statements, information that is the representation of City management; and the work performed by the Firm in compiling the draft annual financial statements cannot be relied upon to disclose errors, fraud, or illegal acts.
- That the financial statements will not be audited by the Firm and no opinion or any other form of assurance on the financial statements will be provided by the Firm;
- That City management has knowledge about the nature of the procedures to be applied and the basis of accounting and assumptions to be used in the preparation of the financial statements;
- That the compiled financial statements are not to be used by any third parties for any purpose (the financial statement auditor is not considered to be a third party).

Management is ultimately responsible for the fair presentation of such statements and management will make such representations to the external auditors.



### **The Firm's Responsibilities**

The Firm is responsible for providing the accounting and consulting services requested, as defined in the Scope of Services section of this letter in accordance with the applicable professional standards of the AICPA. The Firm may also report or otherwise communicate to City management any recommendations, it determines necessary, resulting from the accounting and consulting services provided.

As mentioned in the preceding section, since our engagement involves assistance in the preparation of draft annual financial statements, including supplementary information, for the restricted use by management in providing such financial statements to the external financial statement auditor, we will follow the guidance set forth in AICPA AR Section 100, paragraphs 24-27, and will mark each page of the draft financial statements as "Restricted for Management's Use Only". Therefore, we will not issue a compilation report in conjunction with those draft financial statements, and will rely on City management's understanding of the services to be performed and the limitations on the use of such financial statements.

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

Any working papers prepared by the Firm in connection with performing the accounting and consulting services are the property of the Firm. Upon request, copies of any or all working papers and reports that the Firm considers to be nonproprietary will be provided to management of the City. The City may make such copies available to its external auditors and to regulators in the exercise of their statutory oversight of the City. Such copies may not be made available to any other third party without the prior written consent from the Firm.

### **Fees and Costs**

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

#### Standard Hourly Rates:

- Firm Chairman Emeritus \$200
- Firm President \$200
- Shareholders/Partners \$125
- Accounting & Consulting Staff \$90
- Clerical Staff \$30

Because the Firm has no direct control over the type and number of services requested by the City during the term of this engagement, nor does the Firm have control over the quality of the City's accounting system or records, potential turnover of City staff, or the City staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on the City to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated.

The City agrees to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide the City with an estimated range of fees and expenses upon request.

The term of this engagement is a period from October 1, 2009 through September 30, 2010. The Firm may perform additional services upon receipt of a formal request from the City with terms and conditions that are acceptable to the City and the Firm.

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

**Acceptance**

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

Respectfully submitted and agreed to by,

*Crawford & Associates, P.C.*

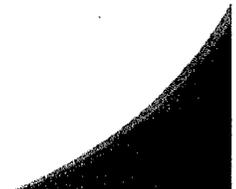
Crawford and Associates, P.C.

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

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

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

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



**(This page intentionally left blank)**



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: September 15, 2009, Contact: Maxine Pruitt, M.S. Director

Agenda Item

Consider award of Bid #2009-11 Phase 1 Lakeside Drive Paving & Drainage Improvements to the low bid of All Roads Paving of Oklahoma City, in the amount of \$63,710.50.

Summary

This project will begin addressing the drainage problem that plagues the residents who live on Lakeside Drive while improving the road paving. The project will be accomplished in two or three additional phases, depending on available funds in the next fiscal years.

Funding Expected: Revenue, Expenditure, N/A; Budgeted: Yes, No, N/A; Account Number: 54-55-12-6574, Amount: \$33,750.00; Legal Review: N/A, Required, Completed Date; Mayor's Appt.: Yes, No

Supporting documents attached

- Myers Engineering Recommendation Letter (1 page)
Bid Tabulation Sheets (2 pages)

Recommendation

Staff recommends approval.

Action Needed: Public Hearing, Motion, Emergency Clause

September 8, 2009

Honorable Mayor and City Council  
City of Guthrie  
PO Box 908  
Guthrie, OK 73044

RE: Summary and Recommendation of Bids for Phase I Lakeside Dr., Paving & Drainage  
Improvements  
MEC No. 28064

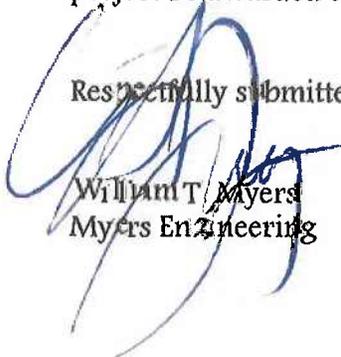
Dear Council Members:

Enclosed herewith are copies of the bid tabulation summarizing the bids submitted on the above referenced project. Bids were received, opened, and read aloud in the City Council Chambers on Thursday, September 3, 2009, at 2:00 p.m. Eleven contractors submitted bids on this project. They are as follows:

All Roads Paving	\$ 63,710.50
Connelly Paving Co.	\$ 92,096.50
Kerns Construction	\$213,178.00
Shell Construction	\$ 85,189.50
SAC Services	\$110,527.00
Wade Construction	\$115,897.00
Nash Construction	\$ 93,190.00
ML Young	\$109,035.00
Rudy Construction	\$ 98,089.50
Hembree&Hodgson Const.	\$159,075.35
Total Investment	\$148,150.13

From a review of the bids received, it appears that All Roads Paving, Inc. is the low bidder. They have experience in this type of work. Therefore, we recommend that this project be awarded to All Roads Paving Inc, for a total contract amount of \$63,710.50.

Respectfully submitted,

  
William T. Myers  
Myers Engineering

**BID TABULATION**

Phase I Lakeside Dr.  
Paving & Drainage Improvements  
For the City of Guthrie

THURSDAY, SEPTEMBER 3, 2009 @ 2:00 PM

DESCRIPTION	All Roads Paving		Connelly Paving Company		Kerns Construction		Shell Construction		SAC Services		Wade Constructk
	UNIT / ITEM COST	UNIT / ITEM COST	UNIT / ITEM COST	UNIT / ITEM COST	UNIT / ITEM COST	UNIT / ITEM COST	UNIT / ITEM COST	UNIT / ITEM COST	UNIT / ITEM COST		
6" THICK PC CONCRETE	\$26.00	\$26,000.00	\$42.00	\$42,000.00	\$78.00	\$78,000.00	\$38.00	\$38,000.00	\$37.50	\$37,500.00	\$58.00
6" FLYASH MODIFIED SUBGRADE	\$3.50	\$4,200.00	\$6.00	\$7,200.00	\$6.50	\$7,800.00	\$3.00	\$3,600.00	\$9.50	\$11,400.00	\$3.50
FLYASH	\$47.00	\$1,433.50	\$3.00	\$1,982.50	\$10.25	\$2,165.50	\$3.00	\$2,287.50	\$3.75	\$1,982.50	\$4.00
SOLID SLAB SODDING	\$7.00	\$1,268.00	\$38.00	\$1,901.00	\$44.00	\$6,498.50	\$50.00	\$1,902.00	\$43.00	\$2,377.50	\$54.00
CONCRETE DRIVEWAYS	\$12,275.00	\$4,712.00	\$15,100.00	\$4,712.00	\$9,979.00	\$5,456.00	\$12,000.00	\$6,200.00	\$16,750.00	\$5,932.00	\$11,400.00
GRATED STREET INLET	\$1,900.00	\$12,275.00	\$2,700.00	\$15,100.00	\$9,367.00	\$9,979.00	\$2,500.00	\$12,000.00	\$4,375.00	\$16,750.00	\$3,500.00
GRATED FIELD INLET	\$1,800.00	\$1,900.00	\$1,400.00	\$2,700.00	\$3,121.00	\$9,367.00	\$2,100.00	\$2,500.00	\$3,850.00	\$4,375.00	\$3,500.00
STORM SEWER MANHOLE/JUNCTION BOX	\$3,202.00	\$3,600.00	\$4,500.00	\$2,800.00	\$28,668.00	\$6,242.00	\$1,500.00	\$4,200.00	\$9,950.00	\$7,700.00	\$4,170.00
GRASS SWALE/CHANNEL	\$400.00	\$3,202.00	\$3,900.00	\$4,500.00	\$44,609.00	\$28,668.00	\$5,000.00	\$1,500.00	\$7,760.00	\$9,950.00	\$4,775.00
ASPHALT REMOVAL	\$85.00	\$400.00	\$75.00	\$3,900.00	\$500.00	\$44,609.00	\$250.00	\$5,000.00	\$100.00	\$7,760.00	\$900.00
MAILBOX RELOCATION	\$1,200.00	\$85.00	\$800.00	\$75.00	\$1,000.00	\$500.00	\$250.00	\$250.00	\$750.00	\$100.00	\$800.00
RAISE/REPLACE WATER METER	\$55.00	\$1,200.00	\$125.00	\$800.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$250.00	\$750.00	\$800.00
RAISE WATER VALVE BOX	\$52.00	\$55.00	\$40.00	\$125.00	\$132.00	\$1,000.00	\$75.00	\$250.00	\$45.00	\$250.00	\$65.00
DRAINAGE PIPE 28" X 20" CGMP	\$240.00	\$2,240.00	\$300.00	\$2,800.00	\$133.00	\$9,240.00	\$500.00	\$5,250.00	\$250.00	\$3,150.00	\$600.00
28" X 20" END SECTIONS	\$45.00	\$240.00	\$60.00	\$300.00	\$126.00	\$133.00	\$75.00	\$500.00	\$45.00	\$250.00	\$85.00
18" CGMP W/ METAL END SECTIONS		\$900.00	\$1,200.00	\$60.00	\$1,260.00	\$2,520.00	\$1,500.00	\$900.00	\$1,500.00	\$900.00	\$85.00
<b>TOTAL BID</b>		\$63,710.50	\$92,096.50	\$213,178.00	\$85,188.50	\$110,527.00					

DESCRIPTION	Nash Construction		ML Young		Rudy Construction		Hembree & Hodgson Construction		Total Investment	
	OKC,OK	UNIT / ITEM COST	OKC,OK	UNIT / ITEM COST	OKC,OK	UNIT / ITEM COST	Ponca City,OK	UNIT / ITEM COST	Guthrie,OK	UNIT / ITEM COST
6" THICK PC CONCRETE	\$40.00	\$40,000.00	\$37.00	\$37,000.00	\$42.00	\$42,000.00	\$59.98	\$59,980.00	\$76.86	\$76,860.00
6" FLYASH MODIFIED SUBGRADE	\$4.00	\$4,800.00	\$7.00	\$8,400.00	\$3.00	\$3,600.00	\$22.96	\$27,552.00	\$4.50	\$5,400.00
FLYASH	\$80.00	\$2,440.00	\$81.00	\$2,470.50	\$75.00	\$2,287.50	\$66.42	\$2,025.81	\$51.84	\$1,581.12
SOLID SLAB SODDING	\$5.00	\$3,170.00	\$2.50	\$1,585.00	\$3.00	\$1,902.00	\$8.65	\$5,484.10	\$3.55	\$2,250.70
CONCRETE DRIVEWAYS	\$70.00	\$8,680.00	\$65.00	\$8,060.00	\$50.00	\$6,200.00	\$69.46	\$8,613.04	\$81.88	\$10,153.12
GRATED STREET INLET	\$14,000.00	\$14,000.00	\$8,000.00	\$8,000.00	\$14,000.00	\$14,000.00	\$23,547.00	\$23,547.00	\$24,141.89	\$24,141.89
GRATED FIELD INLET	\$2,800.00	\$2,800.00	\$12,000.00	\$12,000.00	\$3,200.00	\$3,200.00	\$5,760.00	\$5,760.00	\$5,492.16	\$5,492.16
STORM SEWER MANHOLE/JUNCTION BOX	\$2,000.00	\$4,000.00	\$5,800.00	\$11,600.00	\$3,000.00	\$6,000.00	\$5,585.00	\$11,170.00	\$1,862.40	\$3,724.80
GRASS SWALE/CHANNEL	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$3,425.00	\$3,425.00	\$5,990.40	\$5,990.40
ASPHALT REMOVAL	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00	\$5,712.00	\$5,712.00	\$6,480.00	\$6,480.00
MAILBOX RELOCATION	\$200.00	\$200.00	\$200.00	\$200.00	\$750.00	\$750.00	\$220.00	\$220.00	\$277.20	\$277.20
RAISE/REPLACE WATER METER	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$750.00	\$750.00	\$420.00	\$420.00	\$464.40	\$464.40
RAISE WATER VALVE BOX	\$200.00	\$200.00	\$400.00	\$400.00	\$900.00	\$900.00	\$210.00	\$210.00	\$464.40	\$464.40
DRAINAGE PIPE 28" X 20" CGMP	\$50.00	\$3,500.00	\$44.00	\$3,080.00	\$60.00	\$4,200.00	\$61.72	\$4,320.40	\$48.55	\$3,395.50
28" X 20" END SECTIONS	\$200.00	\$200.00	\$400.00	\$400.00	\$700.00	\$700.00	\$180.00	\$180.00	\$389.04	\$389.04
18" CGMP W/ METAL END SECTIONS	\$60.00	\$1,200.00	\$67.00	\$1,340.00	\$60.00	\$1,200.00	\$22.80	\$456.00	\$54.12	\$1,082.40
<b>TOTAL BID</b>		\$93,190.00		\$109,095.50		\$98,089.50		\$159,075.35		\$148,150.33



Agenda Item Cover Letter

Meeting: [X] City Council, [ ] GPWA, [ ] Other:
Date of Meeting: September 15, 2009
Contact: Maxine Pruitt, M.S., Director

Agenda Item

Consider approval of Diversified Construction of Okla. Inc., Change Order No. 2 for items not covered by the plans or specifications when bid, and adding a cost of \$6,171.00 to the contract.

Summary

This request for an increase in the cost is due to additional items that were not covered in the specifications such as the 1 x 8 lap siding, additional trim and painting, the purchase and installation of galvanized decorative metal ridge material. It was originally thought that the old decorative metal could be salvaged, but it was not in a condition to use, so new had to be purchased and installed. This change order added \$6,171.00 to the contract making the total contract \$142,271.00, which will be submitted to FEMA for reimbursement.

Funding Expected: [ ] Revenue, [X] Expenditure, [ ] N/A
Budgeted: [X] Yes, [ ] No, [ ] N/A
Account Number: 45-45-00-6545, Amount: \$136,580.00
Legal Review: [X] N/A, [ ] Required, Completed Date:
Mayor's Appt.: [ ] Yes, [X] No

Supporting documents attached

- Change Order #2 (1 pages)

Recommendation

Staff recommends approval.

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

# CHANGE ORDER

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: Guthrie Mineral Wells Pavilion  
 New Park Pavilion  
 PO Box 908  
 Guthrie, OK 73044

TO: Diversified Construction of Okla., Inc.  
 6288 Boucher Dr.  
 Edmond, OK 73034

CHANGE ORDER #: 2  
 CHANGE ORDER DATE: 07/21/2009  
 PROJECT #s:  
 DATE OF CONTRACT: 03/19/2009  
 FOR: Guthrie Mineral Wells Pavilion

The Contract is changed as follows:

The following is for items that were not covered by the plans or specifications provided for bidding this project:

- Interior walls construction and finish, additional 1x8 lap siding, additional trim & painting.
- Purchase and installation of galvanized decorative metal ridge material.

\* Construction of a new stage. *(this was traded out for the electricals)*

Total amount of this change order is \$8,971.00 *+ 6,171.00*

The original Contract Sum was	\$131,900.00
The net change by previously authorized Change Orders is	\$4,200.00
The Contract Sum prior to this Change Order was	\$136,100.00
The Contract Sum will be increased by this Change Order in the amount of	<del>-\$8,971.00</del> <i>+ 6,171.00</i>
The new Contract Sum including this Change Order will be	<del>-\$145,071.00</del> <i>-\$142,271.00</i>
The Contract Time will be increased by Fifteen Days	15 days.
The date of Substantial Completion as of this Change Order therefore is	July 31, 2009

**Not valid until signed by all parties below.**

Myers Engineering ARCHITECT 13911 Quail Pointe Drive ADDRESS Oklahoma City, OK 73134 <i>Ron Gooch</i> BY (Signature) Ron Gooch (Typed Name) DATE <i>9 Sept 09</i>	Diversified Construction of Okla., Inc. CONTRACTOR 6288 Boucher Dr. ADDRESS Edmond, OK 73034 <i>Ken Ferchau</i> BY (Signature) Ken Ferchau Project Manager (Typed Name) DATE <i>9 Sept 09</i>	City of Guthrie OWNER PO Box 908 ADDRESS Guthrie, OK 73044 <i>Chuck Burtcher, Mayor</i> BY (Signature) <i>Chuck Burtcher, Mayor</i> (Typed Name) DATE
--	--	--

QSS, INC. DOCUMENT

*\* changes made to take out electrical.*



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

September 15, 2009

Contact

Maxine Pruitt, M.S.
Director

Agenda Item

Consider approval of HCCCo LLC, Change Order No. 2 for Section A, Water Treatment Plant, of the Water Systems Improvements increasing the calendar days of the contract by thirty and an increase to the contract price of \$74,773.80 to meet the field conditions as described in Exhibits A & B.

Summary

This request for an increase in the cost is due to the changes and variations in the design that have developed during the construction process. These add-ons and changes are address in the attached exhibits, A & B, and can be paid from the Contingency Line Item of Loan #ORF-08-0009-DW, which is \$134,131.00. The Contingency Line Item is placed in the budget for this type of occurrences. This addition to the calendar days is to accommodate for the time that it takes to address these changes and add-ons. If this change order is approved, the new deadline for the water treatment plant to be substantially completed is May 23, 2010.

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number Contingency Line Amount \$74,773.80
Legal Review N/A Required Completed Date:
Mayor's Appt. Yes No

Supporting documents attached

- Change Order #2 (3 pages)

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

# Change Order

No. 2

Date of Issuance: September 2, 2009 Effective Date: \_\_\_\_\_

Project: <u>Water System Improvements</u>	Owner: <u>City of Guthrie/Guthrie Public Works Authority</u>	Owner's Contract No.: <u>DWSRF No. P40-1020903-02</u>
Contract: <u>Water Treatment Plant- Section A</u>		Date of Contract: <u>January 9, 2009</u>
Contractor: <u>HCCCo LLC</u>		Engineer's Project No.: <u>MEC 27050</u>

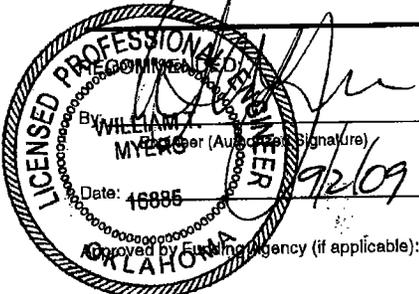
**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Items added to meet field conditions, (see exhibits A & B)  
30 days added to contract to complete change order items.

Attachments: (List documents supporting change):

Exhibit 'A' & 'B'

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>10,400,000.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date) <u>April 2, 2010 (425 days)</u> Ready for final payment (days or date): <u>N/A</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u>  \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order:  \$ <u>10,400,000.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>April 23, 2010 (added 21 days-446 days)</u> Ready for final payment (days or date): <u>N/A</u>
[Increase] [ <del>Decrease</del> ] of this Change Order:  \$ <u>74,773.80</u>	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial completion (days or date): <u>May 23, 2010 (added 30 days)</u> Ready for final payment (days or date): <u>N/A</u>
Contract Price incorporating this Change Order:  \$ <u>10,474,773.80</u>	Contract Times with all approved Change Orders: Substantial completion (days or date) <u>May 23, 2010 (added 30 days)</u> Ready for final payment (days or date): <u>N/A</u>



ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

Approved by \_\_\_\_\_  
Agency (if applicable): \_\_\_\_\_

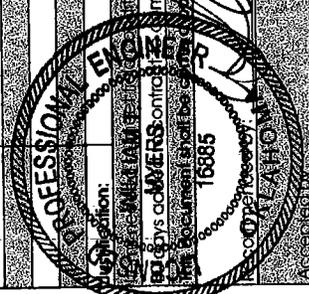
ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

Exhibit A															
Change Order #2															
Water Treatment Plant Improvements															
City of Guthrie/Guthrie Public Works Authority															
DWSP: Project No. 244-1020MS-02															
MEC Job # 27050															
9/2/2009															
FOR: HCCo LLC															
125 N. 15th, Suite 600															
Tulsa, OK 74119															
You are hereby solicited to comply with the following changes from the contract plans and specifications.															
(1)	Item	Change	Unit	Quantity	Unit Price	Total	(2)	Item Description	Cost	(3) Decrease	(4) Increase				
2	add	LS	1.00	\$1,834.00		\$1,834.00	Extend Manholes	\$1,834.00	\$0.00	\$1,834.00					
3	add	LS	1.00	\$11,668.00		\$11,668.00	Ext. flooring and wall changes	\$11,668.00	\$0.00	\$11,668.00					
4	add	LS	1.00	\$14,278.00		\$14,278.00	16" and 20" Butterfly valves	\$14,278.00	\$0.00	\$14,278.00					
5	add	LS	1.00	\$1,682.00		\$1,682.00	Ext. floor at B1	\$1,682.00	\$0.00	\$1,682.00					
6	add	LS	1.00	\$4,729.80		\$4,729.80	16" Temporary Backwash line	\$4,729.80	\$0.00	\$4,729.80					
7	add	LS	1.00	\$4,208.00		\$4,208.00	Estimating for temporary connections	\$4,208.00	\$0.00	\$4,208.00					
8	add	LS	1.00	\$3,363.00		\$3,363.00	Revisions for 24" Waterline	\$3,363.00	\$0.00	\$3,363.00					
9	add	LS	1.00	\$6,020.00		\$6,020.00	Est. Storage Waterline	\$6,020.00	\$0.00	\$6,020.00					
10	add	LS	1.00	\$11,607.00		\$11,607.00	Floor Drains @ P.S.	\$11,607.00	\$0.00	\$11,607.00					
11	add	LS	1.00	\$5,278.00		\$5,278.00	Revisions for 24" Waterline	\$5,278.00	\$0.00	\$5,278.00					
12	add	LS	1.00	\$5,390.00		\$5,390.00	Concrete wall PAC Retention basin	\$5,390.00	\$0.00	\$5,390.00					
13	add	LS	1.00	\$2,216.00		\$2,216.00	Groutings of Existing Building	\$2,216.00	\$0.00	\$2,216.00					
Totals of Columns 8 & 4									\$0.00		\$74,773.80				
Difference Between Column 3 & 4											\$74,773.80				
Original Contract Price											\$10,400,000.00				
Contract with C&B #2											\$10,474,773.80				



Date 9/2/09

Engineer

Contractor

Owner

Accepted by:

**Change Order Discussion  
Change Order No. 2  
Section A – Water Treatment Plant Improvements  
Guthrie, Oklahoma  
September 2, 2009**

Contractor: HCCo, LLC.

Item 2 is added to provide additional protection from flood plain intrusion. It was anticipated that the original top of rim elevations would not be compatible with the flood plain.

Items 3 and 5 are added to provide needed structural strength of the backwash receiving vessel. The soils encountered in the vessel area were different than those anticipated in the design phase.

Item 4 is added to provide assist the City in keeping the old plant in service during the construction of the new plant with little or new interruption. The original design included valves for this purpose.

However, the exact location and size of the existing lines were not known. Once the location and sizes were found during the construction phase it was determined that these additional valves were needed to keep the existing plant in operation.

Items 6 and 7 are added to provide a larger temporary backwash line and interconnection. It was determined that the differential between the fluid level in the backwash vessel and the fluid level in the filter bays was not sufficient to transport the backwash on a temporary basis to the vessel.

Item 8 is added to provide an additional fitting for the 24" backwash waste line. The geometry of the site is very exact. The locations of the drilled piers are in close proximity to each other thus requiring this additional fitting to reach the pump station.

Item 9 is added to accommodate a larger poured in place concrete structure for the backwash lift station. Once the actual brand of pump being supplied was determined and the actual dimensions of the pump received, it was determined that the original design of 9 feet inside diameter (pre cast concrete) would not accommodate the situation. This vessel is changed to a 12' diameter which must be poured in place and not pre cast.

Item 10 is added to provide additional floor drains for the reactor vessels. This will allow a more consistent operation of the plant during cleaning phases and maintenance program execution.

Item 11 is added to provide two ship ladders for enhanced access into the pipe gallery area.

Item 12 is added to provide a concrete curtain wall in the PAC detention basin in lieu of the original designed polyethylene curtain.

Item 13 is added to provide grouting to the existing plant piping gallery floor to improve the safety of the water plant employees.

**MYERS**  
ENGINEERING



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

September 15, 2009

Contact

Maxine Pruitt, M.S.
Director

Agenda Item

Consider approval of Change Order No. 3 for Section D of the Water Systems Improvements - Retrofit Intake Structure Gates at Liberty Lake and Guthrie Lake - increasing the contract by \$5,669.00 for Item #5 and Item #6.

Summary

This request for an increase of the contract by \$5,669.00, for Item # 5 which is the installation of four aluminum fish screens at the intake towers because the old screens were rusted and in need of replacement and Item #6 which is for the CCTV Inspection for the lake pipe segments at the intake tower. This can be paid from the Contingency Line Item of Loan #ORF-08-0009-DW, which is \$134,131.00. The Contingency Line Item is placed in the budget for these type of occurrences.

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number Contingency Amount \$5,669.00
Legal Review N/A Required Completed Date:
Mayor's Appt. Yes No

Supporting documents attached
Change Order #2 (2 pages)

Recommendation
Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

# Change Order

## No. 3

Date of Issuance: August 17, 2009 Effective Date: \_\_\_\_\_

Project: <b>Water System Improvements</b>	Owner: City of Guthrie/Guthrie Public Works Authority	Owner's Contract No.: <b>DWSRF No. P40-1020903-02</b>
Contract: <b>Section D-Retrofit Intake Structure Gates at Liberty &amp; Guthrie Lakes</b>		Date of Contract: <b>January 9, 2009</b>
Contractor: <b>Urban Contractors, Inc.</b>		Engineer's Project No.: <b>MEC 27050</b>

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**  
 Item #5 Installation of four aluminum fish screens at intake towers- old screens were rusted and needed replaced.  
 Item #6 CCTV Inspection for lake pipe segments at Intake tower.

**Attachments:** (List documents supporting change):

Exhibit 'A'

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>168,000.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date) _____ Ready for final payment (days or date): <u>N/A</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No1 _____:  \$ <u>2,485.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order:  \$ <u>165,515.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>
[Increase] [Decrease] of this Change Order:  \$ <u>5,669.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>
Contract Price Incorporating this Change Order:  \$ <u>171,184.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>



ACCEPTED:	ACCEPTED:
By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____

Exhibit "A"

Change Order #2  
 Water System Improvements Section D Retrofit Intake Structure Gates At Liberty & Guthrie Lakes  
 City of Guthrie/Guthrie Public Works Authority  
 DWS&E Project No. P40-1020903-02  
 MEC Job # 27080  
 8/17/2009

FOR: Urban Contractors, Inc.  
 7113 N. Bryant  
 Oklahoma City, Oklahoma 73121

You are hereby requested to comply with the following changes from the contract plans and specifications.

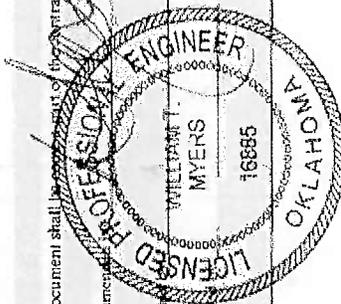
(1) Item	Change	Unit	Quant.	Unit Price	(2) Item Description	Cost	(3) Decrease in contract Price	(4) Increase in contract Price
5	add	LS	1	\$4,591.00	Install aluminum fish screens at Liberty & Guthrie Lakes	\$4,591.00	\$0.00	\$4,591.00
6	add	LS	1	\$1,078.00	CCTV Inspection of lake pipe segments	\$1,078.00	\$0.00	\$1,078.00
Totals of Columns 5-8:							\$0.00	\$5,669.00
Difference Between Column						\$ 0.4		\$5,669.00
Total Change								\$5,669.00
Original Contract Price								\$168,000.00
Contract with c/o #1								\$168,915.00
Contract with c/o #2								\$171,184.00

Justification:

Item #5 Installation of four aluminum fish screens at intake towers- old screens were rusted and needed replaced  
 Item #6 CCTV inspection for lake pipe segments at intake towers.

This document shall be a part of the contract and all provisions of the contract will apply hereto.

Recommended by: *[Signature]* Engineer Date: *[Date]*  
 Accepted by: *[Signature]* Contractor Date: *[Date]*  
 Accepted by: \_\_\_\_\_ Owner Date: \_\_\_\_\_



**(This page intentionally left blank)**



Agenda Item Cover Letter

Meeting: [X] City Council, [ ] GPWA, [ ] Other:
Date of Meeting: September 15, 2009
Contact: Melody A. Kellogg, City Manager

Agenda Item

Consider approval of expanded beer garden boundaries for the Art & Wine Festival and permit the sale of wine and 6.0 beer in addition to low-point beer on October 3 and 4, 2009.

Summary

The Oklahoma Avenue Association has applied for exclusive use of city property for the purpose of the Sixth Annual Art and Wine Festival in October. The organization would like to serve wine and 6.0 beer as well as low-point beer. Section 2, Article 2-44 of our Code of Ordinances states that: "It shall be unlawful and an offense for any person to have in his or her possession an open container of any non-intoxicating beverage, as defined in this article, on any street, sidewalk, alley or any public property within the corporate limits of the city."

In order to serve the above mentioned beverages legally on public property, a beer garden permit must be issued and the Council must permit the sale of wine and 6.0 beer; however, a beer garden as defined limits the area of consumption to 2000 square feet. The festival covers four city blocks. The Art & Wine Festival has been held for the past five years without incident. The reserved area will be barricaded and ingress and egress fully monitored.

Funding Expected: [ ] Revenue, [ ] Expenditure, [X] N/A
Budgeted: [ ] Yes, [ ] No, [X] N/A
Account Number: N/A, Amount:
Legal Review: [ ] N/A, [X] Required, Completed Date: 9.11.09
Mayor's Appt.: [ ] Yes, [X] No

Supporting documents attached

- Application to request exclusive use of City Streets/Property, including map of area to be reserved and Notification of Street Closure signed by owners of affected properties
Application for beer garden permit

Recommendation

Staff recommends approval.

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



Request For Reserved Or Exclusive Use Of City Streets/Property

Purpose: This request form shall be used by organizations or individuals desiring to use streets or property of the City of Guthrie, Oklahoma, a Municipal Corporation (hereinafter called "City") on a generally exclusive or reserved basis. By making this request for use, the person or organization agrees to abide by applicable city ordinances or state statutes, and also to procure liability insurance as specified in Item 8. The requesting person or entity also agrees to abide by specific conditions placed on the use request as may be set by the City Manager.

1. Name of person or Organization: The Oklahoma Avenue Association

2. Event (Provide detail as much as is practical): Art and Wine Festival

3. Area or facility to be used (Attach map to indicate street closures & barricade methods, if applicable): Oklahoma Avenue between Division and 2nd and 1st St. between Harrison and Cleveland

4. Date & Time of use: October 2nd 6:00pm thru October 4th 7:00pm

5. Use of Alcoholic Beverages (must be attached, if applicable). The Person or Organization indicated in Item 1 is requesting authorization to conduct a Beer Garden for the event indicated in Item 2.

a. Does the applicant plan to have a Beer Garden? Yes [X] No [ ] If yes, a location map must be attached.

6. Special Provisions or Considerations. The person or Organization is required to contact all persons, businesses, etc. affected by the proposed street closure indicated in Item 3. (See Attachment A)

a. Has this requirement been met? Yes [X] No [ ] If no, please indicate a date in which this provision will be met

7. Other Provisions or Considerations. The Person or Organization agrees to coordinate with the applicable departments of the City in the preparation and conduct of this event. The departments that would be impacted are checked off below and have been contacted.

A. Police Services (patrol, traffic control, etc.) Needs? Yes [X] No [ ]

B. Fire/EMS Services (vehicles access, etc.) Needs? Yes [X] No [ ] It would be great if they would fill our drums to hold the tents down like last year.

C. Public Works (barricades, etc.) Barricades Yes [X] No [ ]

D. Water (please provide map showing location you are requesting water)

Yes

No

E. Electricity (please provide map showing location you are requesting electricity)

Yes

No

- 8. **Liability Insurance (must be attached).** Person or Organization as indicated in Item 1 shall provide actual proof of insurance for a general liability policy effective for the date(s) as indicated in Item 4 for the purpose of conducting the event indicated in Item 2 in the amount of \$500,000.00 in bodily injury liability per occurrences and \$500,000.00 in property damage per occurrence or a combined limit of \$1,000,000.00 per occurrence.
- 9. **Clean Up.** By making this use request, the person or organization making the request hereby agrees to perform a general clean up of the area used, including the picking up of all litter, trash and loose debris.
- 10. **Other needs or Considerations.** The applicant will list any other needs or considerations applicable to the preparation, conduct, or clean up of the event. Contact Person & Authorized Representative Information. The applicant shall indicate the contact person for the organization and authorized representative if different. The authorized representative shall indicate their position and/or the authority with which they have presented this request and in addition shall print or type their name and sign in agreement to the provision set forth and subject to the conditions as may be set forth by the City Manager in approving this request.

Contact Person:

Elayne Sinon  
Name

PO Box 392, Guthrie OK 73044  
Address

405-605-7289 / 260-1661  
Phone

  
Signature

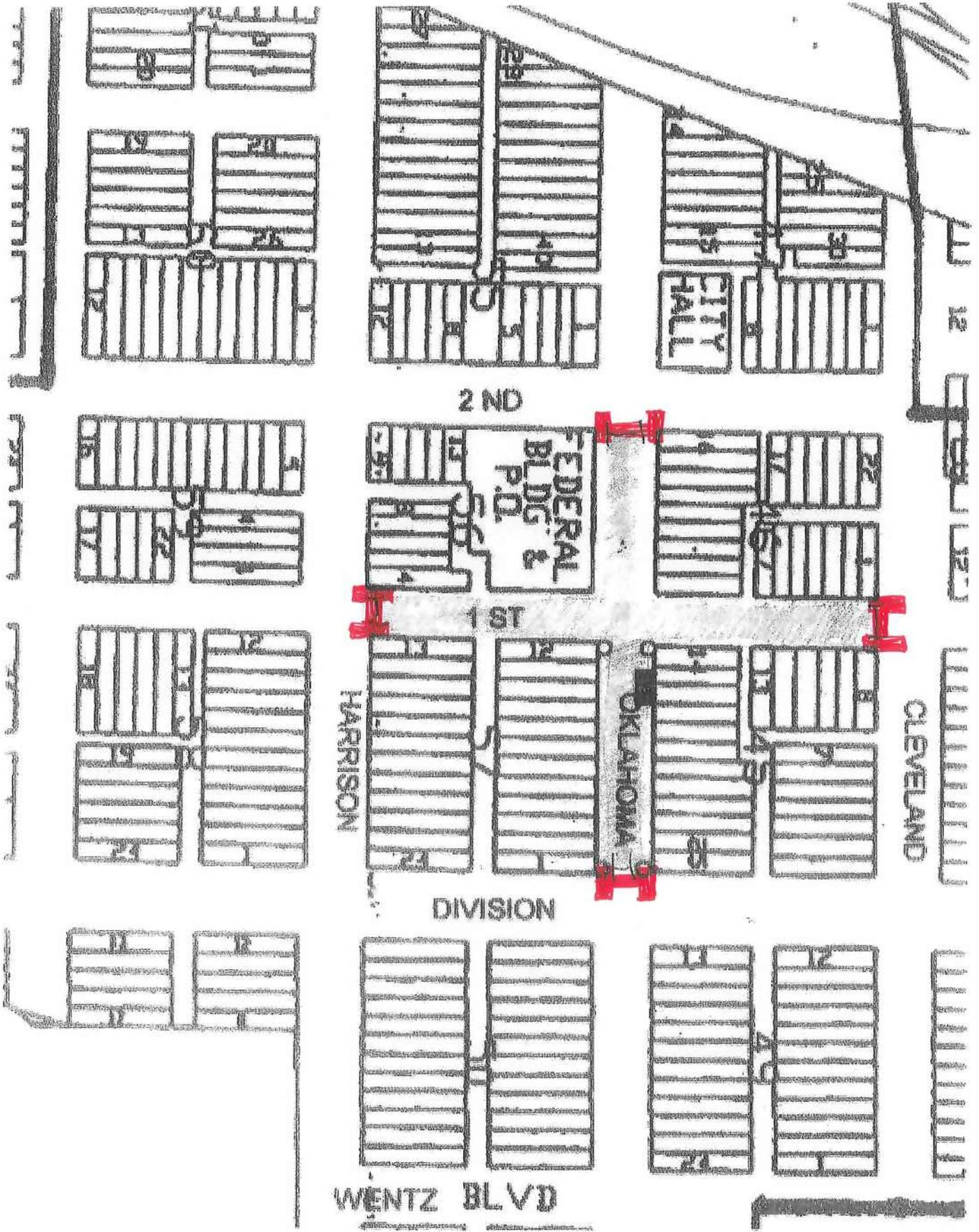
Authorized Representative:

Elayne Sinon  
Name

President  
Authority/Position

Elayne Sinon  
Name (printed or typed)

Approved Application sent to Applicant: \_\_\_\_\_



Notification of Street Closure

Date: August 25, 2009

To facilitate the 6<sup>th</sup> Annual Guthrie Art & Wine Festival and to ensure the safety of all participants and pedestrians, it will be necessary to close the following street(s):

Oklahoma Avenue between Division and 2<sup>nd</sup> Street

First Street between Cleveland and Harrison

Closure will begin at 7:00 pm on October 2nd and last until 7:00 pm on October 4<sup>th</sup>.

Time

Date

Time

Date

Your cooperation and consideration is greatly appreciated.

(Please print legibly)

Business Name	Owner, Manager or Equivalent	Signature	Date	Approve	Disapprove
CAROL ANN'S	Ann Fisher	Ann Fisher	9-9-09	✓	
Extra Special Fabric	Laura Kilbourn	Laura	9-9-09	✓	
TOWN & COUNTRY ART	Beon Beon	Beon Beon	9-10-09	✓	
BancFirst	Tina Hejvart	Tina Hejvart	9-10-09	✓	
Daniels Drug	Amy Carothers	Amy Carothers	9-10-09	✓	
Dawn Hacker	Dawn Hacker	Dawn Hacker	9-10-09	✓	
Chamber	Veronica MORA	V. MORA	9-9-09	✓	
Drugstore Museum	Pamela Skiss	Pamela Skiss	9-9-09	✓	
Pollard Inn	Michelle Ladd	Michelle Ladd	9-10-09	✓	
Ecclectic Lounge	Amy Blakey	Amy Blakey	9/11/09	✓	
Vaccines	Kaede Kaper	Kaede Kaper	9/10/09	✓	
Heritage Center	huda Riee	huda Riee	9/10/09	✓	
Sundown Gallery	Madeline	Madeline	9/10/09	✓	
Marks Drug	Jamie Bate	Jamie Bate	9-10-09	✓	
Obwohl Post	Jim Hankin	Jim Hankin	9-10	✓	
Whites	Jan Han	Jan Han	9-10	✓	
Ochs Real Estate	Chef Taylor	Chef Taylor	9-10	✓	
Karen White	Country Corner	Karen White	9-10	✓	
Rick's	Stacy Stutz	Stacy Stutz	9-10	✓	



APPLICATION FOR BEER GARDEN (Ordinance 3025 & 3052)

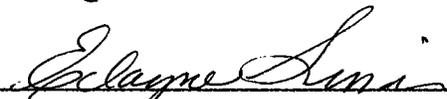
Name of Applicant: Oklahoma Ave. Assoc. Phone No. 405-605-7289  
Address: P.O. Box 392

Dates beer garden shall be conducted: Oct. 3-4, 2009

THE FOLLOWING MUST BE ATTACHED WITH THE SUBMITTED APPLICATION:

1. Site Plan showing proposed designated area for beer garden, including statement from sponsoring organization.
2. A copy of the applicant's current on-premises low-point beer license issued by the City of Guthrie.
3. A certificate of liability insurance coverage, including host liquor liability, with limits for personal injury and property damage not less than the City's limits of liability under the Governmental Tort Claims Act.

I, Elayne Sinon, President of OAA, agree to abide by all applicable laws and ordinances of the City of Guthrie and to indemnify and hold the City harmless from any and all liability arising out of the use or condition of the premises or operation of the beer garden.

  
Signature of Applicant

9/10/09  
Date

I verify that I have received all documentation required and pertaining to the issuance of a beer garden permit to the applicant named above.

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

\_\_\_\_\_  
Date

**RANDEL C. SHADID**  
Attorney At Law  
19 North Broadway, Suite 100  
Post Office Box 1217  
Edmond, Oklahoma 73083-1217

FAX: 405-341-8540  
EMAIL:Randel@rshadid.com

TELEPHONE  
405-341-6741

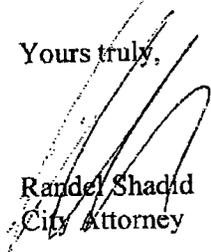
August 27, 2009

Ms. Melody Kellogg  
City Manager  
City of Guthrie  
P.O. Box 908  
Guthrie, OK 73044  
Fax No: 282-0192

Dear Melody,

Enclosed herewith is an executed copy of the Assignment of Hangar Ground Lease Agreement. I will get the original from Joe Underwood's attorney. This is what goes on the agenda for the next council meeting.

Yours truly,

  
Randel Shadid  
City Attorney

RS:jfa

## **ASSIGNMENT OF HANGAR GROUND LEASE AGREEMENT**

THIS ASSIGNMENT (the "Assignment") is entered into by and between Joe Underwood ("Assignor"), and Brian Greg ("Assignee"), effective this \_\_\_\_ day of August, 2009.

### **1. Recitals.**

1.1. *The Lease.* Assignor, as tenant, and the City of Guthrie ("Landlord"), have entered into that certain Hangar Ground Lease Agreement dated January 21, 1997 (the "Lease"), a copy of which (including all amendments thereto) is attached hereto as Exhibit "A" and is incorporated herein by reference, whereby Assignor leased from Landlord that certain premises and airport hanger as described therein (the "Premises").

1.2. *Purpose and Intent.* Assignor desires to assign the Lease to Assignee and Assignee desires to accept the assignment of the Lease from Assignor and to perform the obligations of the tenant under the Lease with respect to the Premises, all according to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2. *Assignment of Lease.* Assignor does hereby assign and transfer all of Assignor's rights and interest in and to the Lease, which assignment shall become effective and be deemed to commence on , and continue through the end of the Lease Term; provided however, that in the event Assignor ever resigns, is removed, or no longer serves on the Guthrie-Edmond Regional Airport Board, then Assignor has the right, but not the obligation, upon demand to the Assignee to the reassignment of the Lease under the same terms and in the identical form attached hereto.

3. *Possession.* Possession of the Premises shall be delivered by Assignor to Assignee as of midnight, on August \_\_, 2009. Assignee hereby expressly acknowledges and agrees that it accepts the Premises in their condition existing as of the date of Assignee's execution of this Assignment. Assignee acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the condition of the Premises or as to the suitability of the Premises for the conduct of Assignee's business therein.

4. *Assumption of Obligations.* Assignee hereby accepts the assignment herein granted and specifically agrees to assume and become directly obligated to Landlord for the performance of all obligations arising under the Lease, including without limitation, the payment of the Rent and other charges, as and when they may become due and owing.

**5. Indemnifications.** Assignor hereby agrees that Assignor shall indemnify and hold Assignee harmless from and against any and all claims, suits, costs or expenses, including attorneys' fees, arising out of the period of Assignor's possession of the Premises or arising on or before the date hereof. Assignee hereby agrees that Assignee shall indemnify and hold Assignee harmless from and against any and all claims, suits, costs or expenses, including attorneys' fees, arising out of the Assignee's possession of the Premises and relating to matters arising from and after the date hereof.

**6. Lessor's Consent.** Landlord hereby confirms and acknowledges that all requirements as a condition for Lessor's approval of and consent to the assignment herein have been satisfied or waived. By reason thereof, Lessor does hereby agree and give its written consent to the assignment set forth herein.

**7. Further Confirmation by Lessor.** Lessor hereby confirms and represents to Assignee as follows:

- a. the Lease is in full force and effect and there has been no Default (as defined in the Lease) by Assignee which has not been cured to the satisfaction of Lessor as of the date hereof;
- b. the Lease has not been modified or amended in any respect other than as included in Exhibit "A" attached hereto, and the same constitutes the full and complete understanding and agreement between the landlord and tenant concerning the Premises; and
- c. as of this date, Assignor is current in all rental payments and other payments due under the Lease.

Other than as confirmed and represented above, Lessor makes no other representation or warranty, express or implied, as to the nature, condition or character of the Premises or any other matter relating thereto, including the fitness thereof for Assignee's intended occupancy and use of the Premises. It is specifically understood and agreed that Assignor has conveyed, transferred and assigned the Premises to Assignee in an "As is" condition,

**8. Joint and Several Liability.** From and after the date hereof, the liability of the Assignee and Assignor under the Lease shall be joint and several. Nothing contained herein shall be construed as constituting a release of Assignor of tenant's obligations and liabilities to landlord under the Lease, notwithstanding Lessor's consent to the assignment herein.

**9. Binding Effect.** This Assignment shall be binding upon the parties hereto and their respective successors and assigns.

