



60th City Council

Mayor Chuck Burtcher

Ward I – Trey Ayers, John Wood Ward II – Mary Coffin, Patty Hazlewood

Ward III – Ellen Gomes, Gaylord Z. Thomas

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

101 N. 2nd Street, Guthrie, OK 73044

Tuesday, September 1, 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 August 18, 2009..... 5
B. Consider approval of claims 9
C. Consider approval of the Water Meter Reading Service Agreement between the Guthrie Public Works Authority and Burrell, Inc. for the period of October 1, 2009 through September 30, 2010.....17
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.....25
E. Consider 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.....29
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 entities31
G. Consider Renewal Agreement between the Guthrie Public Works Authority and Waste Connections of Oklahoma, Inc. for collection and disposal of trash and garbage.....35

- 4. 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 held August 12, 2009..... 51
B. Consider approval of minutes of the Special City Council Meeting (Finance Committee) held August 18, 2009 53

C. Consider approval of minutes of the Regular City Council Meeting held August 18, 2009.....	55
D. Consider approval of claims	61
E. Consider 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.....	(see pg 29)
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.....	(see pg 31)
G. Consider approval of Civil Defense Siren Maintenance Agreement between the City of Guthrie and Goddard Enterprises.....	63
H. Consider approval of Agreement between the City of Guthrie and Logan Community Services, Inc. for temporary shelter care for juveniles.....	69
I. Consider authorizing staff to solicit bids for Type C Asphalt.....	73
J. Consider authorizing staff to solicit bids for Base Aggregate Coarse.....	75
K. Consider approval of Agreement between the City of Guthrie and Logan County Economic Development Council for economic recruitment and broad based development	77
L. Consider acceptance of Oklahoma Historical Society Certified Local Governments Grant.....	81
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	97
3. 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 Zoning District (Single Family Homes) at 1508 W. Noble Avenue.....	105
4. Public Hearing for FY 2010 Budget	
5. Consider approval of contract with Garver Engineers for the purpose of serving as the engineering consultant to the Guthrie-Edmond Regional Airport.....	113
6. Consider recommendation from Finance Committee regarding a request to waive water and sewer tap fees for property at 2403 South Division	
7. Consider recommendation from Finance Committee regarding a request to waive a portion of an EMS bill charged to Bill Mahan	
8. 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	127
9. Consider authorizing staff to finance the mini excavator, in the total amount of \$19, 540, for a period of 2 years (24 months) with Farmers and Merchants Bank at a cost of \$847.14 monthly or \$10,165.68 annually	131

Resolution

10. Consider approval of Resolution No. 2009-15 in Support of First Capitol Neighborhood Solutions	133
11. City Manager's Report	

12. Requests/comments from members of the City Council
13. 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, City Attorney, City Clerk/Treasurer, and Municipal Judge).
 - 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 #1).
 - 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).
14. Consideration of action regarding the employment, hiring, appointment, promotion, demotion, discipline, resignation or termination of council-appointed employees.
15. Consideration of action regarding Logan County Rural Water District #1.
16. Consideration of action regarding Initiative Petition filed September 7, 2008 for proposed Ordinance to the City of Guthrie.
17. Adjourn.

Agenda posted on the bulletin board in the lobby of City Hall before 7:00 pm on Friday, August 28, 2009. The City of Guthrie encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The city may waive the 48 hours rule if signing is not the necessary accommodation.

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MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY

August 18, 2009

The regular meeting of the Guthrie Public Works Authority was posted on Friday, August 14, 2009 and held August 18, 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 Mary Coffin
 Ellen Gomes John Wood Patty Hazlewood
 Gaylord Z. Thomas

Members Absent: None

Staff Present: Melody Kellogg Randel Shadid Wanda Calvert
 Lance Crenshaw Maxine Pruitt Jim Ahlgren
 Lester Branch Aaron Barth Damon Devereaux

Chairman Chuck Burtcher declared a quorum with all (7) Trustees in attendance.

Public Comments. Ms. Veronica Morava gave the Chamber of Commerce/Convention and Visitors Bureau Report.

Consent Agenda: Motion by Trustee Ayers, seconded by Trustee Coffin, 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 4, 2009.
- B. Consider approval of Claims:

GPWA Fund:	Regular Claims	\$ 44,561.39
Water Treatment Plant Fund:	Regular Claims	<u>\$482,002.92</u>
	TOTAL CLAIMS:	\$526,564.31

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

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

Nay: None

Chairman Burtcher declared the motion carried unanimously.

Consider approval of Change Order No. 1 for Section E, Cottonwood Creek Intake Structure, Water Systems Improvements, increasing the calendar days from 150 days to 240 days due to the delay of delivery of pumps from the manufacturer. The proposed Change Order No. 1 is increasing the calendar days for the Cottonwood Creek Intake Structure by ninety days for a new completion date of September 16, 2009. Motion by Trustee Ayers; seconded by Trustee Thomas, moved approval of Change Order No. 1 for Section E, Cottonwood Creek Intake Structure, Water Systems Improvements, increasing the calendar days from 150 days to 240 days due to the delay of delivery of pumps from the manufacturer. Trustees entered their votes and the votes were displayed with the following results:

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

Chairman Burtcher declared the motion carried unanimously.

Consider approval of Change Order No. 2 for Section D, Retrofit Intake Structure Gates at Liberty Lake and Guthrie Lake, Water Systems Improvements, increasing the calendar days from 180 days to 225 days due to the delay of delivery of valves from the manufacturer. The proposed Change Order No. 2 is increasing the calendar days for the Retrofit Intake Structure Gates at Liberty Lake and Guthrie Lake by forty-five days for a new completion date of September 1, 2009. Motion by Trustee Ayers, seconded by Trustee Coffin, moved approval of Change Order No. 2 for Section D, Retrofit Intake Structure Gates at Liberty Lake and Guthrie Lake, Water Systems Improvements, increasing the calendar days from 180 days to 225 days due to the delay of delivery of valves from the manufacturer. Trustees entered their votes and the votes were displayed with the following results:

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

Chairman Burtcher declared the motion carried unanimously.

Consider accepting the CDBG Grant, Contract No. 13764 in the amount of \$249,997 for the Wastewater Systems Improvements Project in the Southeast Quadrant of the City of Guthrie and authorizing the appropriate signatory to execute the contract. Earlier this year, Logan County Economic Development Council Director Kay Wade submitted an application for a Community Development Block Grant (CDBG) for improvements to the sanitary sewer system in the Southeast Quadrant of the City of Guthrie. The proposed area, Perkins and Vilas Avenues between Broad and Capitol Streets, has met all the criteria the grant required. On August 7, 2009 the City received a letter from Oklahoma Department of Commerce informing our application for the wastewater system improvements project had been approved for funding in the amount of \$249,997. Motion by Trustee Gomes, seconded

by Trustee Ayers, moved approval of accepting the Community Development Block Grant, Contract No. 13764 CDBG 09, in the amount of \$249,997 for the Wastewater Systems Improvements Project in the Southeast Quadrant of the City of Guthrie and authorizing the appropriate signatory to execute the contract. Trustees entered their votes and the votes were displayed with the following results:

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

Chairman Burtcher declared the motion carried unanimously.

Consider acknowledging the receipt of Permit No. WL000042090687, for the construction of 1,046 linear feet of 8-inch water line to serve Noble Heights Project in the City of Guthrie, Logan County, Oklahoma. The proposed permit has been issued by the Oklahoma Department of Environmental Quality (DEQ) as approval for the construction of an 8-inch water line to serve the Noble Heights Project located in the Southwest Quarter, Northwest Quarter, Section 7, Township 16 North, Range 2 West, Indian Meridian, Logan County, Oklahoma. Motion by Trustee Thomas, seconded by Trustee Ayers, moved approval of acknowledging the receipt of Permit No. WL000042090687, for the construction of 1,046 linear feet of 8-inch water line to serve Noble Heights Project in the City of Guthrie, Logan County, Oklahoma. Trustees entered their votes and the votes were displayed with the following results:

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

Chairman Burtcher declared the motion carried unanimously.

Consider acknowledging the receipt of Permit No. SL000042090688, for the construction of 463 linear feet of 8-inch sanitary sewer line to serve Noble Heights Project in the City of Guthrie, Logan County, Oklahoma. The proposed permit has been issued by the Oklahoma Department of Environmental Quality (DEQ) as approval for the construction of an 8-inch sanitary sewer line to serve the Noble Heights Project located in the Southwest Quarter, Northwest Quarter, Section 7, Township 16 North, Range 2 West, Indian Meridian, Logan County, Oklahoma. Motion by Trustee Ayers, seconded by Trustee Coffin, moved approval of acknowledging the receipt of Permit No. SL000042090688, for the construction of 463 linear feet of 8-inch sanitary sewer line to serve Noble Heights Project in the City of Guthrie, Logan County, Oklahoma. Trustees entered their votes and the votes were displayed with the following results:

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

Chairman Burtcher declared the motion carried unanimously.

Consider authorizing City staff to contract with Aetna to provide dental insurance coverage for Guthrie Public Works Authority employees. The City of Guthrie currently contracts with Delta Dental of Oklahoma to provide dental care for its employees. Last year, Delta Dental increased the rate by 15% and this year they asked for a 10% increase. With the aid of our broker, quotes were obtained for dental insurance. Our current medical provider, Aetna, supplied the most competitive quote which will bring down our cost nominally and provide a higher annual maximum benefit. The current contract with Delta Dental expires September 30, 2009. Motion by Trustee Coffin, seconded by Trustee Gomes, moved approval of authorizing City staff to contract with Aetna to provide dental insurance coverage for Guthrie Public Works Authority employees. Trustees entered their votes and the votes were displayed with the following results:

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

Chairman Burtcher declared the motion carried unanimously.

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

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

Chairman Burtcher declared the motion carried unanimously at 7:16 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

September 1, 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

from 8/26/2009 to 8/26/2009

Invoice #	Vendor	Description	Account	Cost
167576	MCLAIN-CHITWOOD (358)	Misc. Office Supplies	01-01-00-6100	\$364.20
207544867	EVE SUPPLY(21320)	Janitorial Supplies	01-01-00-6103	\$3.45
20285248/2009	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$2.40
2317684	OKLA HOME CENTERS, INC. (20	Misc. Building Supplies	01-01-00-6112	\$18.50
2029118	FURROW FLOWERS & GIFTS (1	Get Well and Condolences	01-01-00-6114	\$73.00
8420100036	RISK MANAGEMENT DIVISION(1	Auto Physical Damager for: 2000 Peterbuilt	01-01-00-6326	\$1,327.23
2026760SEP09	GODDARD ENTERPRISES (798)	Siren Maint.	01-01-00-6372	\$200.00
		Total		\$1,988.78
		Total GENERAL GOVERNMENT		\$1,988.78
302241	MCAFEE & TAFT(1875)	IAFF Light Duty Grievance and FLSA Issue	01-02-24-6373	\$171.15
302242	MCAFEE & TAFT(1875)	IAFF Light Duty Grievance and FLSA Issue	01-02-24-6373	\$234.00
		Total HUMAN RESOURCES		\$405.15
		Total ADMINISTRATION		\$405.15
2026758SEP09	COX COMMUNICATIONS(20698)	City Hall and Fire. Internet services	01-04-45-6381	\$343.64
EDU220	PANOPTO 22357	CourseCast Hosted Video - August 2009	01-04-45-6381	\$49.00
		Total INFORMATION SERVICES		\$392.64
		Total INFORMATION SERVICES		\$392.64
31588	MIDWEST PUBLISHING CO.(372)	Approval Inspection Labels and Disapproval In	01-05-50-6308	\$285.80
		Total COMMUNITY DEVELOPMENT		\$285.80
69	CIVICUS 22425	(Contract for Grant Writing Services (Comme	01-05-53-6054	\$1,500.00
		Total ECONOMIC DEVELOPMENT		\$1,500.00
		Total PLANNING		\$1,785.80
1087072277	RANDOM HOUSE, INC (21561)	Standing Order Juvenile and Adult Books	01-06-60-6131	\$64.60
CNIN057093BMI	BMI SYSTEMS, INC. (664)	Maintenance for Library Canon Copier	01-06-60-6317	\$129.54
		Total LIBRARY		\$194.14
		Total LIBRARY		\$194.14
2183	ASSESSMENT, INC. (1014)	Psychological Evaluation - M. Wellington for N	01-07-70-6030	\$140.00
18906	EDMOND SIGNAGE & ENGRAVIN	Name Pins for Officers J. Thorne and E. Lam	01-07-70-6114	\$15.00
161420	LAW ENFORCEMENT SYSTEMS(	Citation Books and Warning Books - Shipping	01-07-70-6308	\$536.00
CNIN057111BMI	BMI SYSTEMS, INC. (664)	Maintenance for Police Canon Copier	01-07-70-6317	\$1,121.22
2029094	ANTHONY GIBBS (21409)	Meal Reimbursement for NASRO Training	01-07-70-6343	\$40.59
		Total POLICE ADMINISTRATION		\$1,852.81
		Total POLICE		\$1,852.81
3009718	RICOH AMERICAS CORPORATIO	Copy Machine Maintenance	01-09-90-6317	\$115.96
		Total SUPPRESSION		\$115.96
		Total FIRE		\$115.96
825 0494453	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$45.08
		Total		\$45.08
0532055429 06	AZ COMMERCIAL (1556)	Misc. Automotive Parts	01-14-41-6116	\$249.99
0532055510 06	AZ COMMERCIAL (1556)	Misc. Automotive Parts	01-14-41-6116	\$64.99
39814	COUNTRY FORD-MERCURY (130	Misc. Ford Parts	01-14-41-6116	\$73.27
34-17696	INLAND TRUCK PARTS AND SER	Transfer Case Repairs for Vactor Truck	01-14-41-6116	\$684.97

City of Guthrie
A/P Claims List
 from 8/26/2009 to 8/26/2009

Invoice #	Vendor	Description	Account	Cost
8363626	LAWSON PRODUCTS, INC.(316)	Misc. Shop Supplies, Fasteners, wire and co	01-14-41-6116	\$108.26
142118	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$10.55
142342	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$363.38
143009	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$35.85
143030	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$41.56
0218-328717	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$15.55
0218-330290	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$118.47
0218-330313	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$27.59
0218-330548	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$15.37
0218-330550	O'REILLY AUTO PARTS (952)	CREDIT	01-14-41-6116	(\$14.53)
0218-330597	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$145.18
0218-36872	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$119.96
2029009	O'REILLY AUTO PARTS (952)	CREDIT	01-14-41-6116	(\$20.78)
		Total VEHICLE MAINTENANCE		\$2,039.63
		Total FLEET MAINTENANCE		\$2,084.71
818892	ESTES CHEMICALS(20565)	Chemicals for Spraying Weeds on Bridges, G	01-15-11-6104	\$350.00
185634	EASTON SOD FARM(20496)	Sod for Mineral Wells Pavilion Area	01-15-11-6112	\$955.00
ED1279	CENTRAL NEW HOLLAND(93)	Parts for bad boy mowers	01-15-11-6317	\$105.90
ED1300	CENTRAL NEW HOLLAND(93)	Parts for bad boy mowers	01-15-11-6317	\$62.40
ED1305	CENTRAL NEW HOLLAND(93)	Parts for bad boy mowers	01-15-11-6317	\$161.55
472300-0001	PIONEER EQUIPMENT RENTAL,	Oil filters, Spark Plugs, Safety Goggles, Gato	01-15-11-6317	\$317.45
		Total PARKS		\$1,952.30
		Total PARKS & PUBLIC GROUNDS		\$1,952.30
2029119	OKLA STATE DEPT. OF HEALTH(	Highland Pool License Renewal 2009 - 2010	01-16-00-6112	\$75.00
		Total		\$75.00
		Total MUNICIPAL POOL		\$75.00
		Total GENERAL FUND		\$10,847.29
3165	FORMS PLUS (185)	Envelopes Postal, and Envelope Billing	20-21-00-6308	\$1,499.30
2026764SEP09	USPS - UNITED STATES POSTAL	Postege Meter	20-21-00-6309	\$1,000.00
CNIN057107BMI	BMI SYSTEMS, INC. (664)	Maintenance for Municpal Serv. Canon Copie	20-21-00-6317	\$121.00
credit2026759	COX COMMUNICATIONS(20698)	CREDIT	20-21-00-6318	(\$43.74)
2026777AUG09	TELETOUCH COMMUNICATIONS	Lift Stion Tracker Service	20-21-00-6318	\$24.90
252-1417589	THE BANK OF NEW YORK MELL	GPWA Revenue Bonds Refunding Series 20	20-21-00-6352	\$1,500.00
252-1417591	THE BANK OF NEW YORK MELL	GPWA Revenue Bonds Refunding Series 20	20-21-00-6352	\$1,500.00
29078(01)	MYERS ENGINEERING CORPOR	Partial Payment of Engineering Services - Pla	20-21-00-6373	\$680.00
		Total		\$6,281.46
		Total PUBLIC WORKS GENERAL		\$6,281.46
9g29033	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$100.00
9G29034	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$40.00
9G29035	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$50.00
9G29036	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$145.00
2316673	OKLA HOME CENTERS, INC. (20	Contractors Supplies, Parts and Misc.	20-23-00-6317	\$11.44
867452	USABLUEBOOK - UTILITY SUPPL	Utility Supplies	20-23-00-6317	\$196.22
868201	USABLUEBOOK - UTILITY SUPPL	Utility Supplies	20-23-00-6317	\$100.04
		Total		\$642.70

City of Guthrie

A/P Claims List

from 8/26/2009 to 8/26/2009

Invoice #	Vendor	Description	Account	Cost
Total WATER PLANT				\$642.70
86701	SOUTHWEST CHEMICAL (20977)	Estimated Price of 330 Gallons of Sodium Bis	20-24-00-6104	\$838.80
876301	USABLUEBOOK - UTILITY SUPPL	Protective Glasses and Goggles	20-24-00-6110	\$66.99
2029089	OKLA HOME CENTERS, INC. (20	Misc Parts and Supplies	20-24-00-6112	\$50.95
142952	NAPA (30)	Misc. Supplies	20-24-00-6317	\$27.08
013904	WADE'S HARDWARE (607)	Misc Supplies	20-24-00-6317	\$26.22
Total				\$1,010.04
Total WASTE WATER TREATMENT PLANT				\$1,010.04
55231509	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$46.00
55233086	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$92.00
55233254	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$92.00
55235427	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$92.00
55235637	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$92.00
55235789	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$92.00
OE 4518539	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$51.00
OE 4518540	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$51.00
OE 4518541	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$102.00
OE 4518542	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$51.00
OE 4518543	D.E.Q.(445)	Upgrade DEQ Testing for Several of GPWA	20-27-00-6048	\$51.00
0905810	AM SUPPLY (21856)	Need to Purchase 2 Rolls of Silt Fence	20-27-00-6119	\$46.50
10613578-00	LOCKE SUPPLY(1393)	Epoxy for Sewer Taps	20-27-00-6119	\$20.23
0285881-IN	OKLA CONTRACTORS(240)	Contractors Supplies	20-27-00-6119	\$108.07
0286005-IN	OKLA CONTRACTORS(240)	Contractors Supplies	20-27-00-6119	\$2,002.00
0286476-IN	OKLA CONTRACTORS(240)	Contractors Supplies	20-27-00-6119	\$156.00
2313457	OKLA HOME CENTERS, INC. (20	PVC Fittings, Concrete, etc.	20-27-00-6119	\$11.96
2316106	OKLA HOME CENTERS, INC. (20	PVC Fittings, Concrete, etc.	20-27-00-6119	\$21.98
2316250	OKLA HOME CENTERS, INC. (20	PVC Fittings, Concrete, etc.	20-27-00-6119	\$4.99
2316359	OKLA HOME CENTERS, INC. (20	PVC Fittings, Concrete, etc.	20-27-00-6119	\$3.98
2316473	OKLA HOME CENTERS, INC. (20	PVC Fittings, Concrete, etc.	20-27-00-6119	\$15.99
080609	PRIMARY STRUCTURE(20526)	Grade Rings, Manhole Rings and Lids	20-27-00-6119	\$464.00
184077	EASTON SOD FARM(20496)	Sod for Yard Repairs	20-27-00-6313	\$95.00
2028788.	BALSIGER TIRE (907)	Small tire Repair	20-27-00-6317	\$17.00
2028788	BALSIGER TIRE (907)	Small tire Repair	20-27-00-6317	\$97.00
10324	J&R EQUIPMENT(21216)	Parts for Camera Truck and Vactor Truck	20-27-00-6317	\$378.21
10442	J&R EQUIPMENT(21216)	Jet Hose for 1980 Jet Truck	20-27-00-6317	\$1,680.00
2105282-IN	MERCER VALVE COMPANY, INC.	Repair Pressure Valve on 1980 Jet Truck	20-27-00-6317	\$239.64
140239	NAPA (30)	Parts, Grease, Oil, etc.	20-27-00-6317	\$157.79
141952	NAPA (30)	Small Parts and Misc. Bolts, Etc.	20-27-00-6317	\$108.84
2028159.	GHM ENTERPRISES (1097)	Laundry Services	20-27-00-6346	\$184.20
OK419011PW	ICM (1130)	Contractors Supplies	20-27-00-6392	\$1,100.00
11330	MAC'S PLUMBING CO. (218)	Repair the Sewer Main at 705 E. Oklahoma,	20-27-00-6392	\$300.00
Total				\$8,025.38
Total LINE MAINTENANCE				\$8,025.38
0286215-IN	OKLA CONTRACTORS(240)	FRD-VBH727W4433 3/4" Setters	20-28-00-6129	\$870.00
0286477-IN	OKLA CONTRACTORS(240)	FRD-VBH727W4433 3/4" Setters	20-28-00-6129	\$174.00
Total				\$1,044.00
Total METER DEPARTMENT				\$1,044.00

City of Guthrie
A/P Claims List
 from 8/26/2009 to 8/26/2009

Invoice #	Vendor	Description	Account	Cost
		Total GPWA OPERATING FUND		\$17,003.58
4	WADES CONSTRUCTION 22431	Centennial Sidewalk Project - FAP No. STP-1	44-44-00-6548	\$93,452.41
		Total		\$93,452.41
		Total GUTHRIE CENTENNIAL		\$93,452.41
		Total GUTHRIE CENTENNIAL FUND		\$93,452.41
1893	METCO(21272)	Construction Testing - New Water Treatment	50-50-00-6373	\$2,509.60
		Total		\$2,509.60
		Total WATER TREATMENT PLANT IMPROVEMENT		\$2,509.60
		Total WATER TREATMENT PLANT FUND		\$2,509.60
CNIN054580BMI	BMI SYSTEMS, INC. (664)	Copy Machine Lease for all 5 copiers	54-54-02-6705	\$574.39
CNIN056980BMI	BMI SYSTEMS, INC. (664)	Copy Machine Lease for all 5 copiers	54-54-02-6705	\$574.39
CNIN057092BMI	BMI SYSTEMS, INC. (664)	Copy Machine Lease for all 5 copiers	54-54-02-6705	\$260.00
CNIN057108BMI	BMI SYSTEMS, INC. (664)	Copy Machine Lease for all 5 copiers	54-54-02-6705	\$308.00
CNIN057110BMI	BMI SYSTEMS, INC. (664)	Copy Machine Lease for all 5 copiers	54-54-02-6705	\$260.00
		Total ADMINISTRATION		\$1,976.78
71540751	DELL FINANCIAL (21623)	Lease Payment on Server August 2009	54-54-04-6706	\$493.78
71611981	DELL FINANCIAL (21623)	Lease Payment Admin/Sec/Payroll - July 200	54-54-04-6706	\$77.99
		Total INFORMATION SERVICES		\$571.77
1-18794-09	DOLESE BROTHERS CO. (153)	Concrete	54-54-14-6583	\$301.06
1-19005-09	DOLESE BROTHERS CO. (153)	Concrete	54-54-14-6583	\$872.50
1-9239-09	DOLESE BROTHERS CO. (153)	Concrete	54-54-14-6583	\$161.75
2218485S3I	ELLIS CONSTRUCTION SUPPLY	Concrete Forms Rental	54-54-14-6583	\$369.64
2218695S3I	ELLIS CONSTRUCTION SUPPLY	Concrete Forms Rental	54-54-14-6583	\$24.96
IA56301-IN	MIDCO FABRICATORS (370)	Steel Grading	54-54-14-6583	\$576.00
20383127	HSBC BUS.SOLUTIONS (NORTH	18 Gallons Rolling Oil Drain	54-54-14-6583	\$339.99
2316758	OKLA HOME CENTERS, INC. (20	Rebar and Misc Items	54-54-14-6583	\$349.33
2316804	OKLA HOME CENTERS, INC. (20	Rebar and Misc Items	54-54-14-6583	\$75.00
2317598	OKLA HOME CENTERS, INC. (20	Misc. Supplies for Lube Pit	54-54-14-6583	\$112.61
013965	WADE'S HARDWARE (607)	Angle Iron	54-54-14-6583	\$122.00
		Total FLEET MAINTENANCE		\$3,304.84
1639	S & D ELECTRIC MOTOR SHOP (	7.5 HP Replacement - Freight Included	54-54-24-6570	\$7,514.44
		Total HUMAN RESOURCES		\$7,514.44
2028333SEP09	BANCFIRST(884)	Loan for Upgrade for both Cameras trucks	54-54-27-6706	\$1,116.00
		Total LINE MAINTENANCE		\$1,116.00
		Total FACILITIES		\$14,483.83
		Total CAPITAL PROJECTS		\$14,483.83
4716	SUTTON TRACTOR (21650)	Mics Parts and Supplies for GERA Maintenanc	98-98-00-6112	\$61.68
		Total		\$61.68
		Total AIRPORT FUND		\$61.68
		Total AIRPORT FUND		\$61.68
2026761SEP09	OKLAHOMA DEPARTMENT OF C	Spirit Wing Loan	99-99-00-6702	\$1,041.67

City of Guthrie
A/P Claims List
from 8/26/2009 to 8/26/2009

Invoice #	Vendor	Description	Account	Cost
		Total		\$1,041.67
		Total GUTHRIE INDUSTRIAL DEVLEOPMENT		\$1,041.67
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		\$1,041.67
		Total All Funds		\$139,400.06

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
2026992 July 20	C.L.E.E.T.(125)	Municipal Court collection for CLEET Assess	01-00-00-2012	\$1,023.80
2026988 July/20	O.S.B.I. (820)	Municipal Court Collection for OSBI	01-00-00-2012	\$1,105.30
2029052	CHRISTOPHER HAYES (21739)	Refund Animal Bond Adoption No. 0678	01-00-00-2017	\$25.00
2029012	CONNIE DIXON 22456	Refund Animal Bond Adoption No. 0579	01-00-00-2017	\$25.00
2029047	JEANNE CAREY 22461	Refund Animal Bond Adoption No. 0733	01-00-00-2017	\$25.00
2029072	LAURA PORTER 22462	Refund Animal Bond - Adoption No. 0561	01-00-00-2017	\$25.00
		Total		\$2,229.10
		Total		\$2,229.10
2029081	SHELLY CLEMONS(20401)	Milage reimbursement for picking up evidenc	01-07-70-6118	\$39.96
		Total POLICE ADMINISTRATION		\$39.96
		Total POLICE		\$39.96
2026762 August/	RURAL WATER DISTRICT #1(206	Water service for 6512 S Coltrane and Mitch	01-15-11-6112	\$148.39
		Total PARKS		\$148.39
		Total PARKS & PUBLIC GROUNDS		\$148.39
2028856 July/20	OKLA TAX COMMISSION(438)	Swimming Pool Gate Collections June, July a	01-16-00-6300	\$385.47
		Total		\$385.47
		Total MUNICIPAL POOL		\$385.47
		Total GENERAL FUND		\$2,802.92
2029079AUGUS	U.S. POST OFFICE(20263)	Annual Fee for Permit No. 17	20-21-00-6309	\$185.00
2028041 July/20	DHH DISPOSAL 22381	Sanitation Service for 21st Street - January -	20-21-00-6348	\$157.50
		Total		\$342.50
		Total PUBLIC WORKS GENERAL		\$342.50
2027207 July/20	BURRELL INC.(21286)	Contract Meter Reading 2008-2009	20-28-00-6054	\$2,506.55
		Total		\$2,506.55
		Total METER DEPARTMENT		\$2,506.55
		Total GPWA OPERATING FUND		\$2,849.05
2027253-1	GUTHRIE CHAMBER OF COMME	Hotel/Motel Tax - Tourism Portion per Agree	45-45-00-6367	\$20,377.03
		Total		\$20,377.03
		Total HOTEL/MOTEL-TOURISM		\$20,377.03
		Total HOTEL/MOTEL TAX FUND		\$20,377.03
2028978	AARON BARTH 22401	Mileage and Lunch Reimbursement for OAO	98-98-00-6047	\$130.65
		Total		\$130.65
		Total AIRPORT FUND		\$130.65
		Total AIRPORT FUND		\$130.65
		Total All Funds		\$26,159.65

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
2029109 August	CREDIT CARD OPERATIONS(206	Parts for the Cooffee Maker	01-01-00-6112	\$42.89
2029111 August	AT&T (569)	Phone Servies Jul. 2009	01-01-00-6301	\$2,817.71
2029117 August	OG&E(405)	Combind Billing for Jul. 2009	01-01-00-6306	\$29,706.34
2029110 August	OKLA NATURAL GAS COMPANY	Gas Bill for Jul. 2009	01-01-00-6307	\$1,916.94
		Total		\$34,483.88
		Total GENERAL GOVERNMENT		\$34,483.88
2028914 August	CREDIT CARD OPERATIONS(206	Editors Tool Kits plus Shipping	01-04-45-6125	\$343.59
		Total INFORMATION SERVICES		\$343.59
		Total INFORMATION SERVICES		\$343.59
830678621X080	AT&T MOBILITY (355)	Wireless Internet card for CID office Jul. 2009	01-07-70-6311	\$69.24
2029113 August	USA MOBILITY WIRELESS, INC.(	Pager Service for Jul. 2009	01-07-70-6318	\$198.71
		Total POLICE ADMINISTRATION		\$267.95
		Total POLICE		\$267.95
		Total GENERAL FUND		\$35,095.42
		Total All Funds		\$35,095.42

EARLY PAY



Agenda Item Cover Letter

Meeting
City Council
X GPWA
Other:

Date of Meeting
September 1, 2009

Contact
Wanda Calvert
City Clerk/Treasurer

Agenda Item

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

Summary

The proposed Water Meter Reading Service Agreement is a renewal and the same as last year with the exception of changing the Price Terms. Currently the GPWA is paying \$.73 per water meter per month with the proposed agreement being changed to \$.75 per water meter per month. The adjustment has been incorporated in the FY 2010 Budget with an anticipated increase of \$845 for one year.

Funding Expected Revenue Expenditure N/A
Budgeted Yes No N/A
Account Number 20-28-00-6054 Amount \$32,100 for FY 2010
Legal Review N/A Required Completed Date: Same/last year
Mayor's Appt. Yes No

Supporting documents attached

- Agreement

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

GUTHRIE PUBLIC WORKS AUTHORITY
GUTHRIE, OKLAHOMA
WATER METER READING SERVICE

THIS AGREEMENT is made, and entered into this ____ day of ____ 2009, by the Guthrie Public Works Authority hereinafter referred to as “GPWA” and Burrell, Inc., hereinafter referred to as “Contractor” for the provision of Water Meter Reading Services.

WHEREAS, THE GPWA requires services which the Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, the Contractor is able and prepared to provide such services as the GPWA does hereinafter require, under those terms and conditions set forth;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement and all written change orders and modifications issued after execution of this Agreement.
2. General Requirements. The Contractor shall provide water meter reading services for GPWA and will work closely with the GPWA staff in implementing this service.
3. Purpose. The GPWA hereby contracts with the Contractor to provide Water Meter Reading Service upon the terms and conditions herein set forth.
4. Scope of Work. The Contractor will provide to the GPWA monthly water meter reading service, including inspection and reporting of leaks or other maintenance concerns, possible meter tampering or safety hazards.
5. Term of Contract. This Agreement shall commence October 1, 2009 and shall expire September 30, 2010.
6. Renewal. Upon written agreement of both parties and approval by the governing body, this Contract may be renewed for a period of one (1) year. The prices, terms and conditions will remain the same, unless an appropriate change order is in effect.
7. Price and Performance Terms. The GPWA agrees to pay the Contractor for performance of the services set forth in this Agreement as follows:

- a. Payment of \$.75 per water meter read, per month, including the transmission of said meter readings to the Utility Department in an acceptable format.
 - b. The Contractor shall, at all times, maintain a level of accuracy in their readings which result in not more than one-tenth of one percent (.001) of the readings to be in error, and further, six-tenths of one percent (.006) skipped meter reads. In the event that the errors associated with the monthly water meter readings exceed the aforementioned acceptable percent error rate, the Contractor will be responsible for obtaining re-reads and further pay to the GPWA a penalty of \$3.25 for any errors or skips in excess of the aforementioned error rate. All re-reads shall be obtained and submitted to the Utility Department within 48 hours of notification without charge.
 - c. The Contractor shall provide meter readings, in an acceptable format, by the 19th of each month. In the event that the meter readings are not provided to the Utility Office by the 19th of each month, the Contractor agrees to pay to the GPWA a rate of \$150.00 per day.
 - d. The Contractor shall provide information concerning the maintenance and safety issues as they relate to the meter boxes, such as washed out areas around the meter box or raised meter boxes, which could become a hazard to the public. This information should be documented by the meter reader and communicated to the utility department.
 - e. The Contractor agrees to place the lids on the meter and meter box as so design to be placed. If the lid is not properly placed, and injuries or damage occurs, the Contractor shall be responsible for said injuries or damage and shall hold the City/Guthrie Public Works Authority harmless.
8. Disputes. Any factual disputes between the GPWA and the Contractor in regard to this Agreement shall be directed to the City Clerk and/or the City Manager. If an acceptable administrative resolution is not achieved, the dispute will be resolved through legal action directed by the City Attorney.
9. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below:

If to the Contractor: Burrell, Inc.
Juan Burrell
1604 S.W. 31st Street
Moore, OK 73160

If to the GPWA: Guthrie Public Works Authority
 City Manager
 P. O. Box 908
 Guthrie, OK 73044

10. Information and Documents. All information, data, reports, as are existing available and necessary to perform the work as outlined in this agreement, shall be furnished to the Contractor without charge by the GPWA, and the GPWA shall cooperate in every way possible in the performance of the work without undue delay.
11. Reports and Records. All manuals prepared by the Contractor under this Agreement shall be made available to the GPWA at no charge but shall be owned by the Contractor and shall not be copied, disclosed or released by the GPWA or participating organization without prior written consent of the Contractor. Reports are excluded from this provision, and shall be owned by the GPWA. The Contractor shall have the right to print and issue copies of these reports at the Contractor's expense. The Contractor may make presentations and releases relating to the project. Papers and other formal publications shall be approved by the GPWA before they are released. Nothing herein contained shall require the GPWA to act or refrain from acting in violation of the Open Records Act.
12. Non-disclosure to Third Parties. The Contractor agrees that all information provided by the GPWA or obtained by the Contractor through performance of their duties shall be confidential and shall not be disclosed or otherwise provided to any other person.
13. The Contractor and the GPWA recognize the fact that the Contractor's employees will be performing services which may require them to be in contact with the general public. The Contractor agrees to provide photos and preliminary background information of each employee. The parties agree that the GPWA reserves the right to determine the lack of suitability of any employee in providing meter reading services for the GPWA and, further, will notify Contractor of said evidence. Upon such notification, the Contractor will provide any necessary substitute person(s) to perform the services stipulated in this agreement. Additionally, the Contractor and Contractor's employees agree to wear a photo I.D. clipped to the outer wear to enable the public to identify them as meter readers.
14. Force Majeure. The Contractor shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God/natural disasters (flood, tornadoes, earthquakes, etc.), fire, riots, strikes, war, civil disorder, unavailability of fuel, and acts of the governments which the Contractor has no control.

15. Comprehensive General Liability Insurance. Throughout the term of this Agreement, the Contractor shall procure and maintain a comprehensive general liability insurance policy of not less than \$1,000,000 per occurrence. The Contractor shall name the GPWA as additional insured and shall furnish the GPWA with evidence of insurance prior to the execution of this Contract. Such policy or policies shall provide that they may not be cancelled without at least 30 days written notice to the GPWA.
16. Vehicle Insurance. The Contractor shall provide evidence of vehicle liability insurance in the amount of not less than \$1,000,000, per occurrence. The Contractor shall name the GPWA as additional insured and shall furnish the GPWA with evidence of insurance prior to the execution of this Contract. Such policy or policies shall provide that they may not be cancelled without at least 30 days written notice to the GPWA.
17. Cross-Hiring of Employees, Officers, Members.
 - a. During the term of this Agreement, the Contractor shall not hire any supervisory employees of the Guthrie Public Works Authority, or former employees of the GPWA, without written approval of the Authority. The GPWA shall not hire any employees or former employees of the Contractor without written prior approval of the Contractor. Only former employees who have terminated their employment with one of the parties within a year prior period shall be a “former employee” or a “former supervisory employee” as referred to above.
 - b. During the term of this Agreement, neither party shall hire any present or former officer, shareholder, or member of the other party without the express written approval of the other party.
 - c. After the expiration or termination of this Agreement, the Guthrie, Public Works Authority or the Contractor’s successor, shall be permitted to hire any Contractor employee previously employed in this program after one (1) year. At that time, in hiring a Contractor employee or a former Contractor employee, the GPWA shall insure and require that the employment process treat the ex-contractor employee fairly as a member of the general public with no discrimination, no waiver of job advertising, no consideration of privilege different from that accorded to members of the general public.
18. Audit and Inspection of Records. The Contractor shall permit the authorized representatives of the GPWA and the State of Oklahoma to inspect and audit all data and records of the Contractor relating to performance under the

contract until the expiration of three years after final payment under this contract.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, unemployment compensation, and minimum wage requirements.
20. Independent Contractor. The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or any of its contractors, sub-contractors, and the employees thereof, shall, not in any manner be deemed to be employees of the GPWA. As such, the employees of the Contractor, its contractors or sub-contractors shall not be subject to any withholding for tax, social security, or other purposes by the GPWA; nor shall such Contractor, sub-contractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation, or the like from the GPWA.
21. Mutual Cooperation. The contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the GPWA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with the GPWA and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statement(s) or take any action(s) detrimental to this effort.
22. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
23. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining party or provisions of this Agreement shall remain in full force and effect.
24. Termination of Contract: The GPWA or the Contractor may terminate this contract whenever it is determined to be in the best interest of either party. Any such termination shall be effected by the delivery to either party a written notice of at least 90 days before the date of termination.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year herein above written.

Guthrie Public Works Authority

By: _____
Chuck Burtcher, Chairman

Attest:

Wanda Calvert, City Clerk

Contractor:

Signature

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Agenda Item Cover Letter

Meeting <input type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 1, 2009	Contact Wanda Calvert City Clerk/Treasurer
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Agenda Item

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.

Summary

The proposed Agricultural Lease Agreement is a Renewal Agreement. The original agreement with Hugh Plagg was August 28, 1989 for 70 acres for agricultural farmland at an annual rental of \$1,100 or \$15.72 per acre. On June 25, 1991 the GPWA Trustees adjusted the amount of acres to 60 acres, due to the expansion of the landfill, for an annual rental of \$1,328.40 or \$22.14 per acre. The renewal agreement remained the same until March 16, 1999 when the annual rental was increased to \$1,400 or \$23.23 per acre. Last year the agreement included a reduction of one acre reserved for soil removal which brought the total agricultural farmland to 59 acres or \$24.73 per acre. On October 2, 2007 approved an Agricultural Lease Agreement that provided for a renewal clause to extend and renew the term of the Lease for four (4) additional terms, each for a period of one (1) year. The proposed renewal agreement would begin the second year of the four (4) additional terms.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>20-00-00-5466</u>	Amount	<u>\$1,400 for FY 2010</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: <u>Same/last year</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

- Agreement

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

RENEWAL AGREEMENT

THIS AGREEMENT made and entered into as of this ___ day of _____, 2009, by and between THE GUTHRIE PUBLIC WORKS AUTHORITY, a public trust, hereinafter the "LESSOR"; and HUGH PLAGG, hereinafter the "LESSEE".

WHEREAS, LESSOR and LESSEE did enter into that certain Agricultural Lease Agreement dated October 2, 2007 (the "Lease"); and

WHEREAS, the initial term of the Lease expired on the 30th day of September, 2008; and

WHEREAS, paragraph 23 of the Lease authorizes the LESSEE to extend and renew the term of the Lease for four (4) additional terms beyond the expiration of the initial One (1) year term of the Lease, each renewal period to be for a One (1) year period; and

WHEREAS, LESSEE and LESSOR are both desirous of extending the lease term of said Lease for an additional One (1) year at this time.

W I T N E S S E T H:

THAT for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows

1. LESSOR does hereby extend and renew the Lease for a term commencing on, the 1st day of October, 2009 and ending on the 30th day of September, 2010.

2. LESSEE agrees to pay to LESSOR, without deduction or set off, for a total annual rental for the Lease Premises the sum of One Thousand Four Hundred and No/100 Dollars (\$1,400.00) for the Lease Term for the demised premises described in the Lease, payable at the Lessor's address as shown in paragraph 20 of the Lease, which Lease shall be incorporated by reference herein, as if it appeared in its entirety herein. Said annual rental installment shall be due and payable upon execution of this Renewal Agreement.

3. In the event any part, portion, provision or provisions of said Lease, or this Agreement are found by a court of competent jurisdiction to be illegal or unlawful, said part, portion, provision or provisions shall be deemed stricken and omitted from said Lease or this Agreement, and the parties shall be bound by the remaining terms thereof, which shall be given full force and effect.

4. The parties hereto agree and acknowledge that the terms of said Lease addressed by this Agreement are hereby modified to reflect the terms contained herein.

5. The parties hereto further agree and acknowledge that, except as modified by this Agreement, the terms of said Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement the day and year first above written.

“LESSOR”
THE GUTHRIE PUBLIC WORKS
AUTHORITY, a public trust

By: _____
Chairman of Trustees

ATTEST:

Secretary of Trustees

“LESSEE”

By: _____
HUGH PLAGG

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Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 1, 2009	Contact Wanda Calvert City Clerk/Treasurer
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Agenda Item

Consider 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.

Summary

A Special Election was held on October 9, 2001 and the proposition was approved by the registered voters that the Trust Agreement dated August 16, 1988 by and between the Guthrie Public Works Authority and Bank of Oklahoma be terminated and the \$1,700,000 plus accrued interest currently comprising the Guthrie Job Corps Center Sale Fund held pursuant thereto be withdrawn by the City from such fund and used to acquire land as a site for a fire station and facilities and fire department equipment and to construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus or be used to make lease payment pursuant to lease purchase agreement. The Custodial Agency Agreement established an asset custody account where upon written instruction from the Guthrie Public Works Authority, Bank of Oklahoma will process payments to acquire land, construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus, or to make lease payment. The FY 2009 Budget has an appropriation for the annual lease/purchase payment for the American Eagle Pumper Truck to come from the Guthrie Custodial Agency Account.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>85-85-00-6902</u>	Amount	<u>\$21,834.52</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

- Requisition for Payment

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

REQUISITION FOR PAYMENT
(Submit in Triplicate)

TO: Bank of Oklahoma, National Association
%Rachel Redd-Singleton
P.O. Box 24128
Oklahoma City, OK 73124

Please make the following payment from the Guthrie PWA Custodial Agency Account of the Guthrie Public Works Authority in your custody under a Custodial Agency Agreement dated October 15, 2002:

Payee: City of Guthrie

Address: PO Box 908 Guthrie, OK 73044

Amount: \$21,834.52

Purpose of Payment: Annual Payment for Fire Truck

A Special Election was held on October 9, 2001 and the proposition was approved by the registered voters that the Trust Agreement dated August 16, 1988 by and between the Guthrie Public Works Authority and Bank of Oklahoma be terminated and the \$1,700,000 plus accrued interest currently comprising the Guthrie Job Corps Center Sale Fund held pursuant thereto be withdrawn by the City from such fund and used to acquire land as a site for a fire station and facilities and fire department equipment and to construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus or be used to make lease payment pursuant to lease purchase agreement. The Custodial Agency Agreement established an asset custody account where upon written instruction from the Guthrie Public Works Authority, Bank of Oklahoma will process payments to acquire land, construct, reconstruct, improve, remodel and repair fire stations and facilities and purchasing and installing fire department and fire fighting apparatus, or to make lease payment.

Please indicate on the accompanying copies of this Requisition the date of payment, etc., as provided below and return the copies to the Authority.

FOR THE TRUSTEES OF THE
GUTHRIE PUBLIC WORKS AUTHORITY

By: _____

Requisition Paid: Date: _____

Balance in Account after payment: \$ _____



Agenda Item Cover Letter

Meeting

- X City Council
X GPWA
Other: _____

Date of Meeting

September 1, 2009

Contact

Wanda Calvert
City Clerk/Treasurer

Agenda Item

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.

Summary

Budget Amendment No. 7 is increasing the following:

- (a) General Fund: No change in total budget.
1. Moving \$8,350 from Hose Replacement & SCBA Bottle Program to Grants Fund for the City's match on the Assistance for Firefighters Grant
2. Moving \$1,000 from Computer Maintenance/Operations to Capital Projects Fund for Police Radar Equipment
3. Moving \$9,000 from Computer Operations to Internet Services for Civic Plus (website project)
4. Moving \$8,000 from Capital Projects Fund - Broadcast Equipment for Civic Plus (website project)
(b) GPWA Fund:
1. Increasing \$18,451 to cover Convenience Center Contract expenditures.
(c) Grants Fund:
1. Increasing \$167,000 for the Assistance for Firefighters Grant for Self-Contained Breathing Apparatus (SCBA)
(d) Hotel/Motel Tax Fund:
1. Increasing \$136,580 for Mineral Wells Park Pavilion to be reimbursed by FEMA and OMAG Insurance.
(e) Capital Projects Fund:
1. Increasing \$1,000 for Police Radar Equipment
2. Decreasing \$8,000 moving to General Fund - Internet Services for Civic Plus (website project)
(f) Airport Grant Fund:
1. Increasing \$740,748 for reimbursement from FAA for Land Acquisition (Wilkins)
(g) Airport Fund:
1. Increasing \$740,748 for reimbursement from FAA for Land Acquisition, to pay loan at Farmers & Merchants Bank.

Funding Expected X Revenue X Expenditure N/A

Budgeted Yes No N/A
Account Number See Attached **Amount** See Budget Revision Report
Legal Review N/A Required Completed Date: _____
Mayor's Appt. Yes No

Supporting documents attached

- Request for Budget Amendment
- Budget Revision Report

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

**CITY OF GUTHRIE
GUTHRIE PUBLIC WORKS AUTHORITY**

REQUEST FOR BUDGET AMENDMENT

Type of Amendment:

Date: September 1, 2009

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

Amendment No. 7

Funds Effected:

GPWA Fund - \$18,451
Grants Fund - \$167,000
Hotel/Motel Tax Fund - \$136,580
Capital Projects Fund - \$7,000 (decrease)
Airport Grant Fund - \$740,748
Airport Fund - \$740,748

Comments:

Budget Amendment No. 7 – See Agenda Item Cover Letter for details (next page).

APPROVAL

Date: _____

Purchasing Agent: _____ City Manager: _____

Council Approval Needed? Yes Date Posted: _____

If yes, date approved: _____ City Clerk: _____

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

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

City of Guthrie
Unposted Budget Revisions

Number	Fiscal Year	Fiscal Period	Reason	Line Number	Account Number	Increase	Decrease
176	2009	10	Budget Amendment No. 7	1	30-00-00-5526 Assistance for Firefighters Grant	158,650.00	0.00
				2	30-30-09-6135 Self-Contained Breathing Apparatus	167,000.00	0.00
				3	01-09-90-6137 Hose Replacement	0.00	1,850.00
				4	01-09-90-6138 SCBA Bottle Program	0.00	6,500.00
				5	01-01-00-6930 Transfer to Grants Fund	8,350.00	0.00
				6	30-00-00-5402 Transfer from General Fund	8,350.00	0.00
				7	01-07-70-6311 Computer Maintenance/Operations	0.00	1,000.00
				8	01-01-00-6902 Transfer to Capital Projects Fund	1,000.00	0.00
				9	54-54-07-6592 Radar Equipment	1,000.00	0.00
				10	54-00-00-5403 Transfer from General Fund	1,000.00	0.00
				11	01-01-00-6311 Computer Operations	0.00	9,000.00
				12	01-04-45-6381 Internet Services	0.00	0.00
				13	54-54-04-6501 Broadcast Equipment	9,000.00	0.00
				14	01-04-45-6381 Internet Services	8,000.00	0.00
				15	54-00-00-5403 Transfer from General Fund	0.00	8,000.00
				16	01-01-00-6902 Transfer to Capital Projects Fund	0.00	8,000.00
				17	96-00-00-5503 Airport Grant	0.00	8,000.00
				18	96-96-00-6900 Transfer to Airport Fund	740,748.00	0.00
				19	98-00-00-5512 Transfer from Airport Grant Fund	740,748.00	0.00
				20	98-98-91-6751 Acquisition of Property (Loan)	740,748.00	0.00
				21	20-00-00-5483 Convenience Center	18,451.00	0.00
				22	20-26-00-6375 Convenience Center Contract	18,451.00	0.00
				23	45-45-00-6510 Mineral Wells Park Pavilion	136,580.00	0.00
				24	45-00-00-5416 FEMA Reimbursement	99,442.00	0.00
				25	45-00-00-5417 OMAG Reimbursement	37,138.00	0.00
Totals:						3,635,404.00	42,350.00



Agenda Item Cover Letter

Meeting <input type="checkbox"/> City Council <input checked="" type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 1, 2009	Contact Wanda Calvert City Clerk/Treasurer
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Agenda Item

Consider Renewal Agreement between the Guthrie Public Works Authority and Waste Connections of Oklahoma, Inc. for collection and disposal of trash and garbage.

Summary

In 2004, the Guthrie Public Works Authority and Waste Connections entered into an Agreement regarding the collection and disposal of trash and garbage for individuals living within the City of Guthrie city limits. The proposed Renewal Agreement will extend the contract period for five years (expiring August 30, 2014) and includes some minor changes. The proposed minor changes are listed on the next page showing what is being eliminated from the Renewal Agreement because the language is no longer relevant to the existing service Guthrie provides or modifying the language to fit the renewal term. Also, included in the Renewal Agreement is the ability to implement a curbside recycling program during the term of the proposed agreement. The Performance Bond has been reduced from \$500,000 to \$100,000 because Waste Connections has proved to the City of Guthrie they can perform the service required. A Rate Schedule has been attached reflecting no increase for the next 12 months.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	20-00-00-5482	Amount	FY 2010 Projections \$1,160,000
	<u>20-21-00-6348</u>		<u>FY 2010 Projections \$785,000</u>
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>08-13-2009</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

- Renewal Agreement
- Document reflecting the changes

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

**RENEWAL OF CONTRACT FOR THE COLLECTION AND DISPOSAL OF TRASH
AND GARBAGE IN GUTHRIE, OKLAHOMA**

WHEREAS, Guthrie Public Works Authority (GPWA) and Waste Connections of Oklahoma, Inc. (Contractor) entered into an Agreement dated May 4, 2004, regarding the collection and disposal of trash and garbage and bulky waste; and

WHEREAS, the parties desire to make minor modifications to said contract upon
the renewal term whereby

THE RENEWAL CONTRACT TERM made and entered this ____ day of _____ 2009, by and between Waste Connections of Oklahoma, Inc. (hereinafter called "Contractor") and Guthrie Public Works Authority (hereinafter called "GPWA").

WITNESSETH: In consideration of mutual promises and stipulations herein contained the parties hereto agree as follows:

SERVICES PROVIDED: The Contractor agrees to provide all services set out in its bid or request for proposal which is made a part hereof, to collect and dispose of all trash and garbage made available for collection in the manner and time set forth in this Contract, and, in so doing, the Contractor shall provide all materials, equipment, labor supervision and other material and management items necessary to complete the work in accordance herewith, including:

1. "Trash and garbage" as used herein shall be interpreted to mean and include all waste, animal and vegetable matter, rubbish, trash, debris, ashes, tin cans and all other residential and commercial waste materials generally, but specifically excluding hazardous wastes, appliances containing Freon, batteries, earth or industrial waste, materials that accumulate as the result of building operations or industrial alterations, tree or tree stumps, bricks and/or heavy concrete, or materials as the same are defined in the applicable State and Federal regulations and in Item 2 below.

2. "Bulky Waste" shall include but not be limited to: discarded household appliances, discarded furniture, discarded carpet, discarded mattresses and box springs, water tanks, containerized do it yourself remodeling waste, fencing, and similar non-contracted items produced as refuse from single unit dwellings receiving collection services from Waste Connections of Oklahoma, Incorporated. All appliances with fluorocarbons must be certified Freon free or compressors must be removed before collection may be completed. Appliances containing Freon can be picked up by special arrangement. All vegetative debris must be bundled in a maximum of 4 foot long, and 1 foot in diameter and may not weigh over 35 lbs per bundle. Items excluded under the definition of bulky waste include hospital and medical waste, oil, poisons, acids and caustics, explosives, dirt and rocks, sewage and liquid waste, nuclear materials, gasoline, kerosene, propane tanks, degreasers, lubricants, tires and rims, antifreeze, paint, and construction and storm debris.

2. (A) Bulky waste shall be collected one time per month from each residential unit on a provided schedule. Bulky waste shall include the items listed in paragraph 2 and described in the Bulky Waste Program attached to and made part of this agreement, and may total to a maximum of three (3) cubic yards total per month. Each residential

unit will be collected on the same week of each and every month during the year as detailed on the schedule. For example, Monday residential customers will be collected on the first Wednesday of each month, Tuesday residential customers will be collected on the second Wednesday of each month, etc.

Four (4) bags or bundles will be collected weekly in conjunction with regular scheduled household garbage collection. Nominal quantities must be manageable by a single operator and weigh less than 35 pounds. If quantities do not meet the aforementioned standards, the items will be tagged and collected on the bulky waste monthly collection routes.

All waste in excess of the three (3) cubic yards per month will be collected and billed in accordance with paragraph 7 at \$11.90 per cubic yard. Citizens may take excess bulky waste to the Convenience Center.

3. Contractor shall provide curbside poly cart collection service for the collection of residential municipal solid waste to each residential unit in the City of Guthrie, one time per week.

4. Contractor shall provide adequate size and quantity of new commercial collection containers picked up the number of times each week as necessary to meet requirements of each business to the satisfaction of GPWA.

5. Except as hereinafter provided, all trash and garbage, shall be placed inside containers with lids closed and shall be made available for pickup by 7:00 o'clock a.m. for residential and 6:00 o'clock a.m. for commercial on the prescribed date of collection. Bulky Waste shall be placed for pickup by 7:00 o'clock a.m. for residential.

Date and time of collection shall remain the same after implementation of this Contract as before its implementation. Routes, dates of collection and time of collection may be changed by the Contractor with prior GPWA approval which shall not be unreasonably withheld.

5. (A) Contractor shall submit a map designating the residential unit collection route to the GPWA. Upon GPWA approval of the change of any route or date of collection the GPWA shall promptly give written or published notice to the affected residential unit.

6. Residential Containers and Bulky Waste shall be placed as close as practical to the curb designated for collection and shall be free of obstruction to accommodate standard collection vehicles. Commercial containers shall be placed at businesses in a location practical to accommodate the safe operation of the collection vehicle. No Residential poly carts or Commercial Containers shall be placed in any public right of way.

7. Monthly Bulk Waste pickup on normal pickup day will be per the bid of Contractor at no additional expense to GPWA. Other bulky waste shall be delivered by resident to citizens Convenience Center or arrangements made with the Contractor for a special pickup of such item at the resident's expense. The Contractor shall bill GPWA to collect the special pickup from the resident at a rate of \$11.90 per cubic yard.

8. A maximum of four (4) bags per collection day of leaves and lawn clippings may be placed at the curb in standard size plastic bags, weight not to exceed thirty-five (35) pounds per bag. A maximum of four (4) Lawn and Leaf Bags or Bundled Brush may be placed outside the cart and must be no more than 4 feet long and no more than thirty-five (35) pounds. Additional containers will be available at GPWA for those residents who need additional service.

9. In the event any resident shall place an item for collection which does not reasonably satisfy the requirements as to size and weight set forth above, the Contractor shall have no obligation to collect such item unless corrective action has been taken by the resident.

10. All work performed by the Contractor shall be performed in a workmanlike manner. In particular, the Contractor shall pickup and remove any trash or garbage, which may fall to the ground as a result of the Contractor's work.

11. After pickup of trash and garbage, the Contractor shall return each trash container to the area in which it was made available to the Contractor pursuant to Item 6, above.

12. The City shall keep the public streets in good condition and the Contractor shall not be held liable for any damage to public property occurring as a result of City's failure to keep the public streets in good condition.

13. In the event of natural disaster the Contractor reserves the right, under its exclusive right, to provide services at a rate of \$11.50 per cubic yard for the removal and disposal of all refuse created by such occurrence during the first week not exceeding seventy (70) hours (10 hours per day) regardless of the involvement of the Federal Emergency Act Agency and/or the Oklahoma Emergency Management Agency (FEMA/OEMA). Contractor further agrees to meet or exceed all FEMA/OEMA guidelines with respect to the natural disaster hauling and disposal. If Contractor and GPWA cannot agree on natural disaster services then GPWA may hire another refuse collector to handle refuse from a natural disaster. Hiring of another refuse collector for refuse for natural disaster shall in no way effect the obligation of Waste Connections of Oklahoma, Inc. pursuant to this paragraph or any other provision of this Contract.

14. Annexation of Territory. In the event territory is annexed to the City of Guthrie, said territory shall be added to the Residential service area of the City of Guthrie, and shall be provided Residential service under the same conditions, rates, and schedules as is provided to the City of Guthrie under this Contract "provided, that the City and/or GPWA shall not be required to displace a private company unless the City and/or GPWA elects to do so by current City ordinance or pursuant to Title 12 O.S. § 22-105.1."

15. The Contractor agrees to indemnify and holds the City and/or GPWA, it's residents, officers, agents and employees harmless for all claims, liabilities, cost, expenses, and damages of every description growing out of or connected with the performance of this Contract by the Contractor, whether in the nature of injury to persons including agents and employees of Contractor or the City or GPWA, or otherwise.

16. Insurance. The Contractor shall at all times during the term of this contract maintain in full force and effect employer's liability, Workman's Compensation, public

liability and property damage insurance. All insurance shall be by insurers licensed to do business in the State of Oklahoma for policy limits acceptable to the GPWA, and before commencement of any work hereunder, the Contractor agrees to furnish GPWA certificates of other evidence satisfactory to GPWA to the effect that such insurance has been procured and is in force. For the purpose of this contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workman's Compensation	Statutory
Employer's Liability	\$500,000.00
Bodily Injury Liability (except automobile)	\$500,000.00 each occurrence
Property Damage Liability	\$500,000.00 each occurrence
Automobile Bodily Injury	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

17. Holidays. The following days shall be considered holidays for the purpose of this contract: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day. Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection services on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential units one time per week. Collection service will shift one day following a Contractor observed holiday, i.e.; Monday collected Tuesday, Tuesday collected Wednesday, etc. Excess refuse that is bagged and not in carts will be picked up after Christmas and New Years holiday.

18. Complaints. All complaints shall be made directly to the Contractor. Contractor's fax number is (405) 282-4941 and telephone number is (405) 282-2500. In case of alleged missed scheduled collections, the Contractor shall investigate, and if such allegations are verified, shall arrange for collection of the refuse not collected as soon as possible, but not to exceed twenty-four (24) hours. Contractor shall maintain a record log of complaints and responses thereto and shall provide said log to GPWA monthly.

Contractor shall maintain an office or such other facilities within the City of Guthrie through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 o'clock a.m. to 5:00 o'clock p.m. local time on regular collection days.

19. Collection Equipment. The Contractor shall provide an adequate number of vehicles to provide regular collection services. All vehicles, bins and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. The Contractor shall make available to the City a local number, which shall be answered by a responsible person from 8:00 o'clock a.m. to 5:00 o'clock p.m. on regular collection days.

20. Term. The initial renewal term of this contract shall be renewed for five (5) years with an option by the GPWA and the Contractor to renew the contract under its same terms and conditions for additional five (5) year terms. The option to renew shall be evidenced by annual appropriation for such purpose.

20. (a) During the term of this contract, the Contractor shall have the sole and exclusive right to provide services for collection and disposal of all solid waste materials (including, but not limited to, those from residences, and commercial/industrial establishments) generated within the corporate limits of the City of Guthrie.

21. Basis and Method of Payment. For collection and disposal services required to be performed pursuant to this contract, the charges shall not exceed the rates as fixed by Exhibit "A" hereto attached and made a part of hereof together with those subsequent rates or modifications which may be approved by the GPWA and hereafter attached to and made part of this agreement.

22. Modification of Rates. All pricing for Residential rates included in Exhibit "A" will remain constant for the first twelve (12) months of the renewal term of the five (5) year contract renewal term. The second through fifth year rates of the initial renewal term will reflect a cost of living increase based on the Oklahoma Consumer Price Index (CPI-U) annually. CPI-U not to exceed two percent (2%) increases annually over the life of the contract without prior consent from the GPWA.

23. Future Contract Renewals. If GPWA exercises its options it will have rates adjusted based on the Oklahoma Consumer Price Index (CPI-U) not to exceed two percent (2%) annually over the life of the contract without prior consent from the GPWA.

24. Billing Services. GPWA agrees to act as billing agent during all terms of this contract. The Contractor will provide electronic billing information to GPWA in a format and a program compatible to GPWA and compatible with GPWA's existing electronic billing system.

A. For collection service required to be performed pursuant to this contract the charges shall not exceed the rates schedule set forth in Exhibit "A". The Contractor shall be entitled to payment for services rendered regardless whether or not GPWA collects from the customer for such service.

B. For special collection provided by Contractor the charges shall be negotiated between Contractor and producer prior to collection. If agreement cannot be reached, the matter may be submitted to GPWA for determination of a reasonable fee.

C. The refuse collection charges provided herein shall include all disposal costs and government mandated fees or charges.

D. Sales Tax. If sales tax is required to be collected as part of this agreement the GPWA will assess, collect, report and disperse to the State of Oklahoma any and all applicable sales tax.

E. Delinquent and Closed Accounts. The Contractor shall discontinue any refuse collection service as set forth in a written notice sent to it by the GPWA. Upon further notification by the GPWA, the Contractor shall resume refuse collection on the next regularly scheduled collection date. The GPWA shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor discontinuing service in a location at the direction of the GPWA.

F. Contractor Billings to the GPWA. Payment of Contractor claims pursuant to this contract will be made one (1) time each month in accordance with other accounts payable claims against the GPWA. Invoices and documents must be received in the purchasing/accounts payable division of administrative services on the third Friday of the month, after the service month. Claims are presented to trustees of the GPWA on the first Tuesday of each month.

G. On the _____ day of _____ 2009, there are approximately _____ houses, mobile homes, apartments or other dwellings and _____ businesses in the City of Guthrie. It is recognized, however, that not all of these will require collection at all times and that the number of single family dwellings requiring collection will change from time to time. No charges will be made for homes or businesses vacant for an entire month. GPWA agrees to pay to the Contractor, and Contractor agrees to accept as full consideration for the work required of the Contractor hereunder for the rates established in Exhibit "A" per residence or commercial establishment per month.

25. Standard of Performance. In the event the Contractor at any time fails or refuses to perform faithfully any of the conditions of this Contract, the GPWA;

A. May declare this Contract terminated;

B. Shall have the right to cause the work required hereunder to be done by others and to deduct the cost of charges hereunder to be done by others and to deduct the cost of charge for such work from any amounts due the Contractor hereunder; and,

C. Shall have such other remedies as may be provided by law.

D. In the event that it shall become impossible or unlawful for Contractor to continue the performance of this contract by reason of an Act of God, an Act of the Legislature herein after passed, or by Act of the City or by reason of a final order by the court of record in proceedings not instituted by or acquiesced in by the Contractor, directly or indirectly, and not due to any negligence upon the Contractor, the Contractor shall not be liable for damage for consequences arising solely out of such impossibility.

26. Convenience Center:

a) GPWA shall pay to Contractor the service charges and adjustments set out in this agreement. GPWA shall pay all sales taxes and Contractor will pay all fees and other charges, if any, imposed by federal, state or local laws and regulations upon the collection, transportation or disposal of customers waste or the service. Contractor shall have the right to adjust service charges to reflect increases and the consumer price index based on the same formula set out previously in this agreement.

b) Payment. GPWA shall process a payment request for the charges for the services rendered by the Contractor upon receipt of previous box sales.

c) Non-Hazardous Waste Only. GPWA shall not place any waste in the equipment which requires special handling, including but not limited to, items such as, tires or white goods (refrigerators, freezers, air conditioners that have not had Freon removed, and appliance tagged).

d) Equipment. All equipment furnished by Contractor shall remain the property of Contractor and GPWA shall not modify the equipment or use it for any purpose other than the provision of this service. GPWA accepts responsibility and liability for the equipment and its contents except for normal wear and tear or loss or damage resulting from Contractors handling of the equipment and grants the Contractor the right of access to the equipment at all reasonable times.

e) Company's Responsibility. The turnaround time to haul off full boxes and reset for empty boxes shall be not to exceed forty-eight (48) hours.

f) Equipment At Convenience Center. 6-30 cubic yard roll-off units on call for a charge as set out in Exhibit "A" hereto for roll-offs with no monthly service charge.

27. Metal Recycling.

a) Price. GPWA shall pay to Contractor the service charges and adjustment set out in this agreement. GPWA shall pay all taxes, fees and other charges, if any, imposed by federal, state or local laws upon the collection, transportation or disposed of GPWA recycled materials. Contractor shall have the right to adjust service charge to reflect increases in the consumer price index pursuant to the formula hereinbefore set out in this agreement. All pickup rates shall be consistent, be it for steel or aluminum.

b) Payment. GPWA shall process payment request with charges for the services rendered by the Contractor upon receipt of previous box sales.

c) Non-Hazardous Waste Only. GPWA shall not place any waste in the equipment which requires special handling, including but not limited to, items such as, tires or white goods (refrigerators, freezers, air conditioners that have not had Freon removed, and appliance tagged.)

d) Equipment. All equipment furnished by Contractor shall remain the property of the Contractor and GPWA shall not modify the equipment or use it for any purpose other than the provision of this service.

e) GPWA Responsibility. Contractor shall not be liable to GPWA for failure to perform the service due to events beyond its control, including but not limited to, strikes, rights, fires, governmental actions, changes in law, weather, acts of God.

f) Contractor Responsibility. If metal box is rejected, for any reason, the Contractor shall provide the GPWA proof of rejection and reason for the rejection.

g) Site Location. Recycling containers shall be placed at the Convenience Center, 1506 North Academy Road, Guthrie, Oklahoma 73044.

h) Equipment for Recycling. Two 40 cubic yard and one 30 cubic yard roll-off units on call for a charge per Exhibit "A" attached hereto and made a part hereof. Recyclable material shall be sold to the highest priced purchaser and GPWA shall receive 100% of said gross sales price. Nothing shall preclude the City from instituting modifications to this contract to include rates and services to implement a curbside recycling program during the terms of this contract.

28. Special Events. Contractor agrees to provide at a minimum charge or at no charge to the Event Operator, City of Guthrie or GPWA, trash service according to Exhibit "B" attached hereto and made a part hereof.

29. Community Trash Event and Bulk Waste Pickup. The Contractor will provide one (1) community trash event per year providing up to twelve (12) roll-off containers at the Convenience Center during the community trash event at no additional charge to the GPWA.

30. Penalties. Missed pickups and any failure listed below shall be reported to the Contractor promptly via fax.

1. Failure or neglect to collect refuse from any premises at those times provided in this Contract: \$10.00 per incident.

2. Failure or neglect to correct chronic problems in any category set forth in the contract (chronic shall mean three or more incidents at the same premises): \$50.00 each chronic problem.

3. Failure or neglect to complete each refuse collection route on the regular scheduled pickup day: \$250.00 each failure or neglect to complete.

4. Failure or neglect to finish the uncompleted refuse collection route of the previous day on the next calendar day: \$500.00

5. Damage to any public property: Actual costs of repair to damaged public property.

31. Non-Assignment. Neither party may assign this contract (other than an affiliate of the Contractor) or any part hereof to another contractor without the written consent of the other, nor shall the Contractor (other than an affiliate of the Contractor) assign any monies due or to become due hereunder without the previous consent of the GPWA.

32. Non-Discrimination. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

33. Compliance with Law. The Contractor shall conduct operations under this contract in compliance with all applicable laws; provided, however, that the contract specifications shall govern the obligation of the Contractor if there exist conflicting ordinances of the City of Guthrie on the subject.

34. Effective Date. Effective date of this initial contract renewal shall be effective for a five (5) year period upon its execution. The performance of such contract renewal shall begin on the 1st day of September 2009 through the 31st day of August 2014.

35. Performance Bond. The Contractor shall furnish a corporate surety bond for the performance of this contract. Said bond must be in the amount of \$100,000.00. Premium for the bond shall be paid by Contractor. A certificate from the surety company showing

that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporation surety authorized to do business in the State of Oklahoma. Attorneys In Fact who sign performance bonds must file with the bond a certified copy of their Power of Attorney, showing on its face the effective date thereof.

36. City Exemption Contractor shall not charge the GPWA for refuse collection at its City of Guthrie/Guthrie Public Works Authority owned and operated facilities.

37. Exclusive Contract. The Contractor shall have the sole exclusive franchise, license and privilege to provide solid waste and recycling collection of services within the corporate limits of the City of Guthrie.

38. Entire Agreement. This contract contains the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no understandings or agreements other than those expressly set forth herein. Amendment of this contract shall be only by written instrument signed and dated by the parties, making specific reference to this contract. See Contract modification dated December 2, 2008 and Contract modification dated June 2, 2009 attached to and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract renewal to be executed this ____ day of _____, 2009.

WASTE CONNECTIONS OF OKLAHOMA, INC.

By: _____

ATTEST:
By: _____

GUTHRIE PUBLIC WORKS AUTHORITY

By: _____

ATTEST:
By: _____

Exhibit A
Rates for September 1, 2009 through August 31, 2010

Residential Containers	1 x w					Extra Lift
(1) 95 gal. Polycart curbside	7.30					n/a
(1) 95 gal. Polycart house side (As approved by the City Manager)	7.30					n/a
Each additional 95 gal. Polycart	4.32					
Duffys Town	15.92					15.92
Add'l Cart	5.30					5.30
Outside Poly Cart	12.72					
Add'l Outside	12.72					

Commercial or Industrial	1 x w	2 x w	3 x w	4 x w	5 x w	Extra Lift
(1) 95 gal. Polycart curbside	12.47	20.56	34.64	58.46	119.06	15.92
Each additional 95 gal. Polycart	4.32					
(1) 2 cubic yard metal bin	34.70	67.73	98.50	112.49	140.61	27.06
Each additional 2 yard bin	22.49	44.99	67.49	89.99	112.49	
(1) 3 cubic yard metal bin	47.60	94.87	131.44	168.73	215.83	27.06
Each additional 3 yard bin	28.12	56.24	84.36	112.49	140.61	
(1) 4 cubic yard metal bin	57.51	97.42	140.36	168.73	187.48	27.06
Each additional 4 yard bin	33.75	67.49	101.24	134.98	168.73	
(1) 6 cubic yard metal bin	58.68	115.01	172.10	224.97	283.24	32.48
Each additional 6 yard bin	38.94	85.49	128.23	170.98	213.73	
(1) 8 cubic yard metal bin	71.64	140.72	213.91	248.96	341.93	32.48
Each additional 8 yard bin	46.49	92.99	139.49	185.98	232.48	
(1) 10 cubic yard metal bin	79.20	158.42	237.05	316.83	396.04	32.48
Each additional 10 yard bin	55.45	111.73	152.38	211.43	254.32	
Locking System per container - for one time set up charge	57.36					
	10.82					

Contractor shall furnish and maintain polycarts and metal bin containers.
 Authority/City shall approve eligibility for house side pickup.

Roll Off Containers	Per Pull Including Disposal Cost	Daily Rental	Monthly Rental
1 - 20 cubic yard roll off container	243.55	2.16	70.36
1 - 30 cubic yard roll off container	270.61	2.16	70.36
1 - 30 cubic yard roll off recycle	285.00	2.16	70.36
1 - 40 cubic yard roll off container	297.67	2.16	70.36

All debris will exclude hazardous waste.

Compactor Containers	Per Pull Including Disposal Cost	Daily Rental	Monthly Rental
This is evaluated by customer depending on type of waste and equipment needed.			

All debris will exclude hazardous waste.

Auto Quip	332.69 + 1.25 per ton state fee	70.36
WalMart	371.42 + 25.50 per ton + state fee	93.64

MODIFICATION OF CONTRACT FOR
COLLECTION AND DISPOSAL OF TRASH
AND GARBAGE IN GUTHRIE, OKLAHOMA

WHEREAS, Guthrie Public Works Authority (GPWA) and Waste Connections of Oklahoma, Inc. (Contractor) entered into an Agreement dated May 4, 2004, regarding the collection and disposal of trash and garbage and bulky waste; and

WHEREAS, the parties desire to make a minor modification to said contract whereby the Contractor will not be responsible for picking up trash and garbage or bulky waste on a private road which is 21st Street in Guthrie, Oklahoma.

GPWA will be allowed to contract with another trash hauler and disposer for curbside trash and garbage and bulky waste collection on the private street known as 21st Street in Guthrie, Oklahoma. GPWA will handle the billing collection for the services on 21st Street with the Contractor who is only authorized to provide service to this one street.

This modification is done as an accommodation to allow for smaller collection vehicles to service 21st Street which is an unimproved private street.

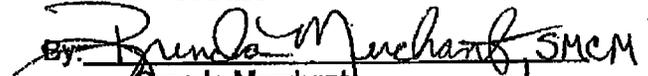
The balance of the May 4, 2004, Agreement remains in full force and effect.

Executed this 2 day of December, 2008.

GUTHRIE PUBLIC WORKS AUTHORITY

By 
Chairman

WASTE CONNECTIONS OF OKLAHOMA, INC.

By 
Brenda Merchant
State-Municipal Contract Manager

**MODIFICATION OF CONTRACT FOR
COLLECTION AND DISPOSAL OF TRASH
AND GARBAGE IN GUTHRIE, OKLAHOMA**

WHEREAS, Guthrie Public Works Authority (GPWA) and Waste Connections of Oklahoma, Inc. (Contractor) entered into an Agreement dated May 4, 2004, regarding the collection and disposal of trash and garbage and bulky waste; and

WHEREAS, the parties desire to make a minor modification to said contract whereby the Contractor will not be responsible for picking up trash and garbage or bulky waste on a private road which is Johndoll Drive in Guthrie, Oklahoma.

GPWA will be allowed to contract with another trash hauler and disposer for curbside trash and garbage and bulky waste collection on the private street known as Johndoll Drive in Guthrie, Oklahoma. GPWA will handle the billing collection for the services on Johndoll Drive with the Contractor who is only authorized to provide service to this one street.

This modification is done as an accommodation to allow for smaller collection vehicles to service Johndoll Drive, which is an unimproved private street.

The balance of the May 4, 2004, Agreement remains in full force and effect.

Executed this 2nd day of June, 2009.

GUTHRIE PUBLIC WORKS AUTHORITY

By: Chuck Burt
Chairman

WASTE CONNECTIONS OF OKLAHOMA, INC.

By: Brenda Merchant
Brenda Merchant
State-Municipal Contract Manager

If you have any questions about your days or what to put out, contact Tom at 282-2500.

Please keep this flyer as a reference

**BULKY WASTE PICK UP SERVICE
ONCE A MONTH
RESIDENTIAL CUSTOMERS INSIDE GUTHRIE CITY
LIMITS ONLY**

We thank the citizens of Guthrie in advance for their help in keeping our city clean.

Bulky Waste, up to 3 cubic yards per month, should be placed at the curb by 6:00 a.m. and no more than three days before your scheduled pickup date. It will remain the responsibility of the property owner to dispose of any non-allowable items or waste in excess of 3 cubic yards.

- ❖ Items should be set at least five feet from mailboxes, gas meters, cars, shrubs, or anything else that could interfere with hand loading or mechanical.
- ❖ For the same reason, items should be set at least ten feet away from utility poles to prevent contact with overhead power lines.
- ❖ Bulky waste pick up is for household items not normally picked up with your regular poly cart residential trash pick up. Regular garbage will not be picked up on the Bulky Waste service day.
- ❖ Bulky waste must be in a size and length that will fit in the hopper of the garbage truck. **ALL LOOSE WASTE MUST BE BAGGED, BOXED OR BUNDLED TO ALLOW FOR PICK UP.**

Here's what we can pick up:

Two persons must be able to lift, handle and manage bulky waste items
Discarded household appliances, Water tanks, Discarded Furniture, Mattresses
Extra Large cardboard boxes (broken down and tied into tight bundles)
Trees, limbs and wood scrap (tied and bundled, max length of (4) feet, not more than (55) lbs)
Fencing (up to 4 panels)
Non-contracted remodeling waste that is containerized (that is, leftovers from do-it-yourself projects)
Appliances must not contain Freon, such as old refrigerators and window air conditioners, compressor must be removed or have a sticker showing certified removal.

We can't pick up:

hospital/medical waste or hazardous waste of any kind
poisons, acids and caustics, explosives
dirt and rocks, bricks (concrete)
sewage and liquid waste, nuclear materials
gasoline, kerosene, oils and other fuels
propane tanks, degreasers, lubricants, brake fluid, antifreeze, batteries
tires and rims
sheet rock or roofing items
contracted construction, reconstruction, demolition and repair waste,
storm debris

ITEMS IN EXCESS OF 3 CUBIC YARDS CAN BE ACCEPTED AT THE CITY CONVENIENCE CENTER OR STORED FOR THE NEXT MONTH.

Construction Dumpster Service is also available by contacting 282-2500

Bulky Waste Pick Up One Time Each Month Per Resident	
If your Regular Trash Service Day is	Your Bulky Day is
Monday	1 st WEDNESDAY
Tuesday	2 nd WEDNESDAY
Thursday	3 rd WEDNESDAY
Friday	4 th WEDNESDAY

YOU MAY WANT TO PUT YOUR TRASH OUT THE NIGHT BEFORE YOUR PICK UP DAY TO INSURE THAT YOU ARE NOT MISSED.

Any questions, please call Tom at 282-2500.

City of Guthrie Special Events Garbage Service

Month	Activity	Service	Rate
April	City Wide Spring Clean Up Per contract-service until job completed	12QTY, 30YD. R/O	No charge
April	89ers Parade & Carnival Reduced rates-special weekend P/U- service until job completed	6QTY, 8YD. F/L 100 Event Boxes Weekend P/U	No charge
May-July	Summer Little League Donated-service until job completed	1QTY, 3YD	No charge
October	International Bluegrass Festival Sponsorship-service until job completed	12QTY, 8YD, 100 Event Boxes, 40	No charge
October	Masonic Reunion/Renaissance Fair Reduced rate-service until job completed	2QTY, 8YD	Reduced Rates
December	Territorial Christmas Donated-Additional Service	Downtown streetcans	No charge
All Year	Girl Scouts Aluminum Can recycling program/fundraiser since 1995. All funds generated are donated to the local Girl Scouts.		No charge
Weekly Pick ups	Commercial Accounts Cardboard Recycle	1-8 YD	\$55.00 Per month

MINUTES

CITY COUNCIL MEETING

Council Workshop

August 12, 2009

The special meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, August 7, 2009 and held August 12, 2009 at 7:00 p.m. in the Guthrie City Hall Council Chambers.

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

Members Absent: None

Staff Present: Melody Kellogg Wanda Calvert Maxine Pruitt
 Lance Crenshaw Jim Ahlgren Rene Spineto
 Linda Gens Damon Devereaux Aaron Barth
 Bennie Barker Tenny Maker Tommy Bross
 Verdell Smith Woody Epperson Richard Romine

Mayor Burtcher declared a quorum with all (7) Councilmembers in attendance.

Review and discussion of the proposed Fiscal Year 2010 Budget. City Manager Melody Kellogg presented to City Council the proposed Fiscal Year 2010 Budget. She informed the City Council the draft budget is approximately \$500,000 short of being balanced. She explained the requests from Department Heads for additional personnel and the employee benefit changes. She informed the Capital Projects Fund requests totaled approximately \$2,400,000 which includes existing debt for vehicles, equipment and Oklahoma Water Resources Board Note payments along with requests for new projects, vehicles, equipment and the purchase for a new phone system. The Capital Projects Fund requests were reviewed and met with Department Heads for their recommendation on balancing this fund which has been reduced to \$1,240,669. The public hearing is scheduled for September 1, 2009 with the adoption of the budget scheduled for September 15, 2009. City staff answered questions presented by City Council.

Adjournment. Motion by Vice Mayor Ayers, seconded by Councilmember Coffin, moved approval to adjourn. A roll call vote was taken:

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

Mayor Burtcher declared the motion carried unanimously at 8:39 p.m.

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MINUTES

CITY COUNCIL MEETING

Finance Committee

August 18, 2009

The special meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, August 14, 2009 and held August 18, 2009 in the Guthrie City Hall Third Floor Conference Room.

Chairman Trey Ayers called the meeting to order at 6:00 p.m.

Finance Committee Members Present:

Trey Ayers Ellen Gomes Mary Coffin

Finance Committee Members Absent:

None

City Council Members Present:

Patty Hazlewood John Wood

City Council Members Absent:

Chuck Burtcher Gaylord Z. Thomas

Staff Present:

Melody Kellogg Wanda Calvert Rene Spineto
Maxine Pruitt Lester Branch

Chairman Ayers declared a quorum with all (3) Finance Committee Members in attendance.

Consider 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. Motion by Finance Committee Chairman Ayers, seconded by Finance Committee Member Gomes, moved to deny Mr. Hamilton's request to waive water and sewer tap fees for property at 2403 South Division. A roll call vote was taken.

Aye: Ayers, Coffin, Gomes

Nay: None

Chairman Ayers declared the motion carried unanimously.

Consider 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 BlueShield of Oklahoma paid \$762.27; Mr. Mahan paid \$242.73, leaving a balance on her account of \$690.75. Motion by Finance Committee Member Gomes, seconded by Finance Committee Member Coffin, moved to deny the request from Mr. Bill Mahan to waive a portion of an EMS bill in the amount of \$690.75 and recommended to City Council that Fire Chief Lester Branch visit with Mr. Mahan regarding a payment plan. A roll call vote was taken.

Aye: Ayers, Coffin, Gomes

Nay: None

Chairman Ayers declared the motion carried unanimously.

Adjournment. Motion by Finance Committee Member Gomes, seconded by Finance Committee Member Coffin, moved approval to adjourn. A roll call vote was taken.

Aye: Ayers, Coffin, Gomes

Nay: None

Chairman Ayers declared the motion carried unanimously at 6:13 p.m.

Wanda Calvert, City Clerk

Trey Ayers, Chairman

MINUTES

CITY COUNCIL MEETING

August 18, 2009

The regular meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, August 14, 2009 and held August 18, 2009 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 7:17 p.m.

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

Members Absent: None

Staff Present:	Melody Kellogg	Randel Shadid	Wanda Calvert
	Lance Crenshaw	Maxine Pruitt	Jim Ahlgren
	Lester Branch	Aaron Barth	Damon Devereaux

Mayor Burtcher declared a quorum with all (7) Councilmembers in attendance.

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

- A. Consider approval of the minutes from the Special City Council/Workshop Meeting held on July 21, 2009.
- B. Consider approval of the minutes from the Special City Council Meeting held on July 30, 2009.
- C. Consider approval of the minutes from the Regular City Council Meeting held on August 4, 2009.
- D. Consider approval of Claims:

General Fund:	Regular Claims	\$ 92,017.81
Centennial Fund:	Regular Claims	\$ 11,066.28
Capital Projects Fund:	Regular Claims	\$ 80,656.63
Airport Fund:	Regular Claims	\$ 1,288.68
GIDA Fund:	Regular Claims	\$ <u>4,849.37</u>
	TOTAL CLAIMS:	\$189,878.77

- E. Consider approval of Treasurer Reports.
- F. Consider approval of Change Order No. 1 for Section E, Cottonwood Creek Intake Structure, Water Systems Improvements, increasing the calendar days from 150 days to 240 days due to the delay of delivery of pumps from the manufacturer.
- G. Consider approval of Change Order No. 2 for Section D, Retrofit Intake Structure Gates at Liberty Lake and Guthrie Lake, Water Systems Improvements, increasing the calendar days from 180 days to 224 days due to the delay of delivery of valves from the manufacture.
- H. Consider authorizing City staff to contract with Aetna to provide dental insurance coverage for City employees.

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

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

Mayor Burtcher declared the motion carried unanimously.

Consider approval of the Federal Equitable Sharing Agreement between the Federal Government, the Guthrie Police Department and the City of Guthrie. The proposed agreement sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. If approved, any proceeds will be shared between the federal government, the Guthrie Police Department and the City of Guthrie. Motion by Councilmember Gomes, seconded by Councilmember Wood, moved approval of the Federal Equitable Sharing Agreement between the Federal Government, the Guthrie Police Department and the City of Guthrie. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

Consider approval of re-appointing Ms. Cheri French to the Guthrie Housing Authority Board of Commissioners for a three-year term expiring August 2012. At the July 27, 2009 Guthrie Housing Authority Board meeting, the commissioners unanimously voted to recommend the appointment of Ms. Cheri French to serve a three-year term expiring August 2012. The City advertised for the open position in the Guthrie News Leader and received one application. Motion by Councilmember Coffin, seconded by Vice Mayor Ayers, moved approval of re-appointing Ms. Cheri French to the Guthrie Housing Authority

Board of Commissioners for a three-year term expiring August 2012. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

Consider denial of Tort Claim No. 27868-ME and Tort Claim No. 27869-ME, as recommended by the Oklahoma Municipal Assurance Group per letter received dated August 7, 2009. The Tort Claim No. 27868-ME and Tort Claim No. 27869-ME were filed due to a fatal car accident on July 18, 2008 in Logan County. Oklahoma Municipal Assurance Group recommends denial of both Tort Claims because the accident was not in the city limits of the City of Guthrie. Motion by Councilmember Gomes, seconded by Councilmember Wood, moved to deny Tort Claim No. 27868-ME and Tort Claim No. 27869-ME, as recommended by the Oklahoma Municipal Assurance Group. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

Consider awarding Bid No. 2009-13, Self-Contained Breathing Apparatus (SCBA), to Wayest Safety, Inc. for \$167,000. The City of Guthrie was awarded a 2008 Federal Assistance to Firefighters Grant (AFG) for Self-Contained Breathing Apparatus. Council accepted the grant February 3, 2009 and authorized the solicitation of bids at the April 21, 2009 regular meeting. Three bids were received and evaluated. Wayest Safety, Inc. is the highest bidder and the only bidder that met all of the bid specifications. Chief Fire & Safety (ISI) met only 31% of the specifications and City Carbonic Sales & Service met only 47% of the specifications. Monetarily, the difference between the lowest and highest bidder is \$37,785 (\$1,889.25 in City match). The cost of the breathing apparatus will be \$167,000 with the AFG paying \$158,650 and the City matching \$8,350 (5%). Motion by Councilmember Wood, seconded by Councilmember Thomas, moved approval of awarding Bid No. 2009-13, Self-Contained Breathing Apparatus (SCBA), to Wayest Safety, Inc., being the only bidder to meet all of the bid specifications, in the amount of \$167,000. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

Consider approval of purchasing a tractor with a rotary mower for the airport and allowing Edmond to pay the initial cost immediately with the City of Guthrie repaying one half of the obligation in October. The airport is in urgent need of a tractor with a

rotary mowing attachment and other attachments that can be added later, such as a front end loader and box blade. The large ten-year-old batwing mower given to the Airport by the Parks Department has passed its useful life and is in the shop more than it is in use. In an effort to comply with the City's rotation plan, the Fleet Maintenance Supervisor Bennie Barker and Municipal Services Director Maxine Pruitt met with Airport personnel to determine what would be the best and most economical equipment for the specific use of mowing the airport grounds. The recommended equipment is a 2-wheel drive with 65 Horse Power and a 15 foot rotary cutter will well serve the purpose. Edmond Fleet Services personnel confirmed the recommendation. There are three tractors on the Oklahoma State Contract that have the capabilities needed and the comparisons are as follows:

Kubota M7040, 2-whl Drive w/ 15 ft. Batwing	\$31,654.00
New Holland, TT75A, 2-whl Drive w/ 15 ft. Flex Wing	\$32,972.00
John Deere, 5065E, 2-whl Drive w/ 15 ft. Rotary Cutter	\$24,711.84

The John Deere is the lowest cost of the three, and in the opinion of both cities' fleet personnel, it is the best of the three. The City Managers of both municipalities have agreed that this arrangement is possible. City Manager Kellogg will document by letter to the City of Edmond requesting City of Edmond pay the full up-front cost of the tractor, less an anonymous donation of \$5,000, of which will be reimbursed when the City of Guthrie's fiscal year begins October 1, 2009. Motion by Vice Mayor Ayers, seconded by Councilmember Wood, moved approval of purchasing a tractor with a rotary mower for the Airport and allowing City of Edmond to pay the initial cost immediately with the City of Guthrie repaying one half of the obligation in October 2009. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

Announcements from the City Manager: City Engineer Bill Myers updated the City Council on the status of the Water Systems Improvement Projects.

Requests/Comments from Members of the City Council. Councilmember Gomes informed staff of a water problem in her neighborhood.

Councilmember Hazlewood encouraged public input.

Vice Mayor Ayers reminded school starts Thursday, August 20, 2009.

Councilmember Coffin encouraged citizens to shop in Guthrie and of the events happening in Guthrie.

Councilmember Wood informed the Pollard Theatre is showing "Death of a Salesman" through September 5, 2009 and a Charity Auction to be held on October 23 at the Acton Building.

Mayor Burtcher reminded to watch for the school zones starting Thursday and informed he met with the Kiwanis Club on the upcoming City election.

Executive Session. Motion by Vice Mayor Ayers, seconded by Councilmember Coffin, moved approval to convene into Executive Session for the following:

- A. For the purpose of discussing negotiations concerning employees and representatives of the Fraternal Order of Police (FOP), Lodge No. 105, pursuant to the authority of Title 25, O.S. 2001, Section 307(B)(2).
- B. 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), pursuant to the authority of Title 25, O.S. 2001, Section 307(B)(4).

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

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

Mayor Burtcher declared the motion carried unanimously at 7:37 p.m.

Attending Executive Session for discussing Section 307(B)(2) were Mayor Burtcher, Vice Mayor Ayers, Councilmembers Coffin, Gomes, Wood, Hazlewood, Thomas, City Manager Melody Kellogg, City Attorney Randel Shadid and Human Resources Manager Jim Ahlgren. Mayor Burtcher and Human Resources Manager Jim Ahlgren left Executive Session at 8:35 p.m.

Attending Executive Session for discussing Section 307(B)(4) were Vice Mayor Ayers, Councilmembers Coffin, Gomes, Wood, Hazlewood, Thomas, City Manager Melody Kellogg, City Attorney Randel Shadid and Attorney Jim Milton. Councilmember Hazlewood left Executive Session at 9:40 p.m.

Reconvene. Vice Mayor Ayers reconvened the Guthrie City Council Meeting at 9:45 p.m. and stated no action was taken in Executive Session.

Consideration of action on Collective Bargaining Agreement for FY 2009 with employees in the Fraternal Order of Police (FOP), Lodge No. 105. Motion by Vice Mayor Ayers, seconded by Councilmember Thomas, moved approval to authorize City staff to continue negotiations with the Fraternal Order of Police (FOP), Lodge No. 105 regarding the Collective Bargaining Agreement for FY 2009. Councilmembers entered their votes and the votes were displayed with the following results:

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

Vice Mayor Ayers declared the motion carried unanimously.

Consideration of action regarding Logan County Rural Water District No. 1. Motion by Vice Mayor Ayers, seconded by Councilmember Hazlewood, move approval for City 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: Ayers, Coffin, Gomes, Wood, Hazlewood, Thomas
Nay: None

Vice Mayor Ayers declared the motion carried unanimously.

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

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

Vice Mayor Ayers declared the motion carried unanimously at 9:48 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor



CITY OF GUTHRIE

CLAIMS

September 1, 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

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Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: September 1, 2009
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item: Consider approval of Civil Defense Siren Maintenance Agreement between the City of Guthrie and Goddard Enterprises.

Summary: The proposed agreement is a renewal. The term of the agreement is for one year, October 1, 2009 through September 30, 2010. The contractor shall inspect at least once every six months, repair and maintain all civil defense warning siren units.

Funding Expected: [] Revenue, [X] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 01-01-00-6372, Amount: \$3,000 FY 2010
Legal Review: [X] N/A, [] Required, Completed Date:
Mayor's Appt.: [] Yes, [X] No

Supporting documents attached: Civil Defense Siren Maintenance Agreement

Recommendation: Staff recommends approval.

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

CIVIL DEFENSE SIREN MAINTENANCE AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Guthrie, a municipal corporation (hereinafter "City") and Joe Goddard, d.b.a./Goddard Enterprises (hereinafter "Contractor").

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

TERM: The term of this Agreement shall be for one (1) year, commencing on the 1st day of October, 2009, and ending on the 30th day of September, 2010. Provided, however, this Agreement shall be renewed automatically upon like terms and conditions for successive period of one (1) year commencing October 1, 2010, unless either the City or Contractor gives a thirty-day written notice.

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

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

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

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

Office: 405-282-1978

Pager: 405-236-9241

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

- A. The Contractor shall supply miscellaneous repair parts and bill the cost of same, plus Twenty-Five percent (25%), to the City. Contractor shall warrant said parts and replace or repair the same without additional cost to the City should they fail to operate or prove defective within ninety (90) days of installation.
- B. Parts costing \$250 or more shall be purchased through the City's purchasing process. The Contractor shall obtain a purchase order number from the Purchasing Department for said parts and purchase same from Contractor's vendor at government pricing. The Contractor shall supply the City's Purchasing Department with a list of possible vendors in order to expedite processing.

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

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

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

COMPENSATION AND METHOD OF PAYMENT: For satisfactory performance of all duties, services and obligations under this Agreement, the City shall pay to Contractor the sum of \$2,400. Payment shall be made in twelve (12) equal installments

of \$200.00, paid monthly in arrears, and in accordance with the normal and customary practice of the City for payment of claims.

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

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

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

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

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

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

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

JOE GODDARD, DBA
GODDARD ENTERPRISES

Authorized Signature

Title: _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

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

Notary Public

My commission expires _____, 20____.

CITY OF GUTHRIE

Mayor

STATE OF OKLAHOMA)
)
COUNTY OF LOGAN) SS.

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

Notary Public

My commission expires _____, 20____.

EXHIBIT A

SIREN LOCATIONS

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



Agenda Item Cover Letter

Meeting: [x] City Council, [] GPWA, [] Other:
Date of Meeting: September 1, 2009
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item: Consider approval of Agreement between the City of Guthrie and Logan Community Services, Inc. for temporary shelter care for juveniles.

Summary: The proposed agreement is a renewal. The term of the agreement is for one year, October 1, 2009 through September 30, 2010. Logan Community Services, Inc. has the facilities to provide temporary shelter care and is fully certified by the Oklahoma Department of Mental Health and Substance Abuse Services for those individuals determined to be appropriate for temporary shelter care.

Funding Expected: [] Revenue, [x] Expenditure, [] N/A
Budgeted: [x] Yes, [] No, [] N/A
Account Number: 07-07-70-6345, Amount: \$1,500 for FY 2010
Legal Review: [x] N/A, [] Required, Completed Date:
Mayor's Appt.: [] Yes, [x] No

Supporting documents attached: Agreement

Recommendation: Staff recommends approval.

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

AGREEMENT

This AGREEMENT, made and entered into on the ____ day of _____, 2009, by and between the City of Guthrie, Oklahoma, a municipal corporation (hereinafter "CITY"), and Logan Community Services, Inc., a non-profit Oklahoma corporation (hereinafter "LCS").

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

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

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

1. **TERM.** The term of the Agreement shall be for one (1) year, commencing on October 1, 2009 and ending September 30, 2010 subject to the provisions of paragraph 5.
2. **SERVICES.** When deemed appropriate, the CITY may refer individuals to the LCS for juvenile or youth shelter care, or drug or alcohol counseling services. Upon receipt of a written request from the Guthrie City Manager, or his or her designee, the LCS shall provide such services.
3. **COMPENSATION.** For provision of the services covered by this Agreement, the CITY shall pay to the LCS One Thousand Five Hundred Dollars (\$1,500.00) annually, said compensation to be paid in twelve (12) equal monthly installments of One Hundred Twenty-Five Dollars (\$125.00) each. It is expressly agreed that the CITY shall bear no obligation, financial or otherwise, to pay the cost for any provision of juvenile shelter care or drug or alcohol counseling service not authorized in advance by the CITY, or any substance abuse treatment or rehabilitation.
4. **REPORTING.** Not later than fifteen days following the close of each quarter, LCS shall prepare and submit to the Guthrie Chief of Police, or his or her designee, a confidential written report covering the preceding calendar quarter that shows:
 - 4.1. Names of the juveniles who received shelter care or drug or alcohol counseling services and a summary of the services provided to each.
 - 4.2. The total number of juvenile-shelter days and juvenile-counseling hours provided for shelter care and drug or alcohol counseling, respectively.

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

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

“LCS”
Logan Community Services, Inc.

ATTEST: (Seal)

President

Secretary

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

ATTEST: (Seal)

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

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Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: September 1, 2009
Contact: Kevin Dixon, Jr., Senior Buyer

Agenda Item: Consider authorizing staff to solicit bids for Type C Asphalt.

Summary: The City of Guthrie annually bids for Type C Asphalt for the purpose of pothole and other asphalt repairs relating to the streets and roads.

Funding Expected: [] Revenue, [X] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 01-12-00-6113, Amount: \$141,000 (M & O Budget)
Legal Review: [X] N/A, [] Required, Completed Date:
Mayor's Appt.: [] Yes, [X] No

Supporting documents attached: None

Recommendation: Staff recommends approval.

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

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Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: September 1, 2009
Contact: Kevin Dixon, Jr., Senior Buyer

Agenda Item: Consider authorizing staff to solicit bids for Base Aggregate Coarse.

Summary: The City of Guthrie annually bids for base aggregate coarse (rock) for the purpose of street and road repairs.

Funding Expected: [] Revenue, [X] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 01-12-00-6113, Amount: \$141,000 (M & O Budget)
Legal Review: [X] N/A, [] Required, Completed Date:
Mayor's Appt.: [] Yes, [X] No

Supporting documents attached: None

Recommendation: Staff recommends approval.

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

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Agenda Item Cover Letter

Meeting: [x] City Council, [] GPWA, [] Other:
Date of Meeting: September 1, 2009
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Agreement between the City of Guthrie and Logan County Economic Development Council for economic recruitment and broad based development.

Summary

The proposed agreement is a renewal. The term of the agreement is for one year, October 1, 2009 through September 30, 2010. Logan County Economic Development Council has agreed to provide economic recruitment and broad based development.

Funding Expected: [] Revenue, [x] Expenditure, [] N/A
Budgeted: [x] Yes, [] No, [] N/A
Account Number: 01-05-53-6054, Amount: \$20,000 for FY 2010
Legal Review: [x] N/A, [] Required, Completed Date:
Mayor's Appt.: [] Yes, [x] No

Supporting documents attached

- Agreement

Recommendation

Staff recommends approval.

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

AGREEMENT

This Agreement made and entered into as of the date hereinafter set forth, by and between the City of Guthrie (hereinafter referred to as "City"), as party of the first part and the Logan County Economic Development Council, a non-profit corporation established to promote economic development in Logan County, Oklahoma (hereinafter referred to as "LCEDC"), as party of the second part, both of whom understand this Agreement as follows:

Witnesseth:

WHEREAS, the City recognizes the need and desirability of continued and expanded economic development within the area herein before described; and

WHEREAS, the City recognizes that proper pursuit of such development is both time consuming and costly; and

WHEREAS, the LCEDC was formed by representatives of various organizations of like interests pursuant to economic development, including the beneficiary of the City; and

WHEREAS, the LCEDC's sole purpose is that of economic recruitment and broad base development; and

WHEREAS, the operating budget of the LCEDC consists of membership contributions from organizations, businesses or individuals; and

WHEREAS, the City and its beneficiary stand to gain substantially by successful LCEDC action.

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants herein set out, the parties hereto agree as follows:

1) TERM

- a. This Agreement shall be effective from the date of execution until September 30, 2010.
- b. Nothing in this Agreement, nor any other document nor any statement by any representative of the City, except as expressly set forth herein, shall be binding on the City, concerning the terms, conditions or covenants of this agreement.
- c. This Agreement may be extended by simple majority vote of the City Council.

2) CANCELLATION:

- a. This agreement may be cancelled at any time during its term by simple majority vote of the City Council.

- b. In the event this Agreement is terminated upon the occurrence of any of the foregoing conditions, the City shall have no further obligation to perform under this Agreement.

3) CITY REPRESENTATION

- a. The City shall be represented at LCEDC by City's appointee selected in any manner deemed appropriate by the City. The City's representative to LCEDC shall have full voting privileges.

4) FINANCIAL SUPPORT

- a. The City shall contribute to the LCEDC the annual sum of Twenty Thousand Dollars (\$20,000.00) each City fiscal year for the term of this Agreement, to be paid in four (4) equal quarterly installments, the first payment being due by December 31, 2009, followed by equal payments on March 31, June 30, and September 30, 2010.
- b. The LCEDC shall conduct, or cause to be conducted, an annual audit, by an independent auditor, of all financial activity of the LCEDC in accordance with generally accepted accounting principles, a copy of said audit to be provided to the City. Said audit to be completed in such time as to deliver the audit to the City not later than October 31st each year of the term. Should for any reason the LCEDC disband or dissolve, or the City exercise its right under Section 2 of this Agreement, then and in either event the LCEDC shall provide a final audit as hereinabove described.

5) LCEDC AUTHORITY

- a. The LCEDC shall have and hold exclusive right to conduct its business in accordance with the terms and conditions of its incorporation or other formulation documents and the provisions of this agreement.

6) GENERAL PROVISIONS

- a. The text herein shall constitute the entire Agreement between the parties, and shall become effective upon execution by the parties hereto attested.

7) INDEMNIFICATION

The LCEDC agrees to defend, indemnify and hold harmless the City, its officers, trustees, employees and agents from all loss, liability, cost, claims, damages, lawsuits, actions, judgments, expense, including attorney's fees, arising out of, or in connection with, the terms of this agreement.

IN WITNESS WHEREOF, the parties have set their hands to the Agreement this _____ day of _____, 2008, to be signed and executed on behalf of the City of Guthrie by its Mayor and duly attested by its City Clerk and signed and executed by the President of the Logan County Economic Development Council, who is not a voting member of the City, and attested by the Secretary to the LCEDC, both in duplicate.

THE CITY OF GUTHRIE

MAYOR, CHUCK BURTCHER

ATTEST: (Seal)

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LOGAN COUNTY ECONOMIC DEVELOPMENT COUNCIL

Joe Robillard, President

ATTEST: (Seal)

Secretary, LCEDC



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	September 1, 2009	Rene Spineto
<input type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

Agenda Item

Consider acceptance of Oklahoma Historical Society Certified Local Governments Grant.

Summary

The City of Guthrie was awarded a Certified Local Government Grant in the amount of \$9,750. This is a 60/40 grant, with the Oklahoma State Historic Preservation Office providing the City of Guthrie \$5,850; the City's match is \$3,900.

This grant will allow the City to retain the services of the National Trust for Historic Preservation's preservation 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. *Vacant and neglected buildings in the historic district are an increasing concern for the City of Guthrie. To address these issues, the National Trust staff will:*

1. Review the current historic preservation ordinance with commission and staff to evaluate the effectiveness of the process and design issues.
2. The National Trust representative will meet with the commission and with individuals as appropriate to discuss the ordinance and its continued application.
3. The National Trust representative will work with the City staff, commission members, property owners, to find ways to prevent long-term vacancy of historic buildings, reduce deterioration resulting from neglect, and other issues that may be identified in the discussions.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	<u>01-05-53-6054</u>	Amount	<u>\$3,900</u>
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>08.27.09</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached:

- Oklahoma Historical Society Subgrant Agreement – CLG Project Number 09-606

Recommendation:

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

SUBGRANT AGREEMENT

ATTACHMENT "A"

Project Number 09-606

In consideration of a Historic Preservation Fund matching grant-in-aid, administered by the Oklahoma Historical Society/OK/SHPO, the subgrantee hereby accepts the following stipulations and conditions with respect to the use and administration of these funds and conduct of the project work;

1. Provisions:

The OK/SHPO and the Subgrantee, in consideration of the mutual covenants and stipulations set out below, agree as follows:

- A. Provide accurate, current and complete disclosure of the financial results of the project.
- B. Maintain records which identify adequately the source and application of funds for the grant supported activity.
- C. Ensure effective control and accountability for all funds, property and assets. Subgrantee will adequately safeguard all such assets and will assure that they are used solely for purposes authorized by this agreement.
- D. Provide comparison of actual outlays with budgeted amounts for the subgrant. Financial information must be directly related to performance and unit cost information.
- E. Maintain records demonstrating the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable cost principles and the terms of the subgrant.
- F. Maintain accounting records that are supported by source documentation.

- G. Conduct all project work in accordance with the *Secretary of the Interior's Standards, Guidelines for Archeology and Historic Preservation* as set forth in Attachment "B".
- H. Provide the OK/SHPO with an acceptable final project report, prepared in accordance with the OK/SHPO's guidelines, no later than thirty (30) days after the project ending date. Twenty percent (20%) of the Federal funds will be withheld until this document is approved by the OK/SHPO.

2. Equal Opportunity:

During the performance of this project the Subgrantee agrees as follows:

- A. The Subgrantee will adhere to acts prohibiting discrimination including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended. These acts prohibit discrimination on the basis of race, color, national origin, disability, or age. The Subgrantee will take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to race, color, national origin, disability, or age. Such action will include, but not be limited to the following: employment, recruitment or recruitment advertising; layoff or termination; and rates of pay or other forms of compensation. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these nondiscrimination provisions.
- B. The Subgrantee will state in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee that all otherwise qualified applicants receive consideration for employment without regard to race, color, national origin, disability, or age.
- C. In the event of the Subgrantee's noncompliance with equal opportunity conditions or with any such rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part, and the

Subgrantee may be declared ineligible for further government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order No. 11246. Other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Documentation of Donated Services:

All donated services claimed as nonfederal matching share must be substantiated by time cards or records that are signed by both the donor and their supervisor as is required for all other employees. Such records must show the actual hours worked and the specific duties performed. The records should also indicate the basis for determining the values of the contribution and such documentation must be available for audit.

4. Payment:

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

E. The final request for reimbursement must be received within sixty (60) days after the project's ending date.

5. Special Condition:

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

6. Procurement:

The purchase of goods and services must be in accordance with the Office of Management and Budget Circular 102 revised (A-110 for universities; A-122 for nonprofit organizations). Equipment purchases are not allowed under this agreement.

7. Costs:

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

OMB Circular A-21/Educational Institutions, OMB Circular A-87/State & Local Governments, ASMB C-10/Indian Tribal Governments, OMB Circular A-122/Nonprofit Organizations, OMB Circular A-123/Internal Control Systems, and OMB Circular A-133/Audits.

8. Repayment:

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

9. Amendment Procedure:

A. If the Subgrantee determines that a change in the scope of work to be accomplished, the project budget, or the source and kind of nonfederal matching share under this agreement is necessary, a written request must be submitted to the OK/SHPO detailing the requested amendment and giving justification for the change. The OK/SHPO shall, within five (5) days of receipt of the request, inform the Subgrantee whether Department of the Interior approval is needed for the amendment. If Department of the Interior approval is not required, and if the proposed amendment is acceptable to the OK/SHPO, approval of the amendment shall be forwarded to the Subgrantee within fifteen (15) days. If Department of the Interior approval is required, the OK/SHPO shall inform the Subgrantee of the approval or disapproval within fifteen (15) days of receipt of notification from the Department of the Interior.

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

10. Termination:

A. Termination of agreement for cause: If, through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Subgrantee shall violate any

of the covenants or stipulations of this agreement, the OK/SHPO shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The Subgrantee shall be entitled to receive just and equitable compensation for any work done in accordance with the requirements of Attachment "B". Notwithstanding the above, the Subgrantee shall not be relieved of liability to the OK/SHPO for damages sustained by the OK/SHPO by virtue of any breach of the contract by the Subgrantee, and the OK/SHPO may withhold any payments to the Subgrantee for the purpose of set-off until such time as the exact amount of damages due the OK/SHPO for the Subgrantee is determined.

- B. The OK/SHPO or the Subgrantee may terminate this agreement at any time when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination conditions, including the effective termination date, and in the case of partial termination, the portion to be terminated.
- C. If the OK/SHPO terminates this agreement, the Subgrantee shall not incur new obligations for the terminated portion after the effective termination date. The Subgrantee will cancel as many outstanding obligations as possible. The OK/SHPO will allow full credit for noncancellable obligations properly incurred prior to the date of termination. Costs incurred after the effective date of termination will be disallowed.

SUBGRANT AGREEMENT

ATTACHMENT "B"

CITY OF GUTHRIE CERTIFIED LOCAL GOVERNMENTS PROGRAM 09-606

I. PURPOSE

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

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

- f. Assist the OK/SHPO, if necessary, to verify the names and addresses of property owners within local historic districts being nominated to the National Register, and assist with arrangements for local public information meetings at mutually agreeable times and locations when such districts are nominated;
- g. Submit an annual report to the OK/SHPO detailing the past year's local historic preservation program activities by September 1, 2010.
- h. Coordinate local historic preservation, to the extent practicable, with the OK/SHPO that shall provide technical assistance, guidance, and information to the Subgrantee as requested;
- i. Carry out the general program procedures as outlined in Certified Local Governments Program for Oklahoma.

As a means of carrying out these responsibilities, the Subgrantee shall (A) retain the services of the National Trust for Historic Preservation's preservation law staff for presentation of workshops for City of Guthrie staff and historic preservation commission members and other services and (B) provide educational/training opportunities for Preservation Commission members and related City staff.

II. WORK TO BE ACCOMPLISHED

The work to be accomplished under this Certified Local Governments Program Agreement includes the following: (A) Retain the services of the National Trust for Historic Preservation's preservation law staff for presentation of workshops for City of Guthrie staff and historic preservation commission members and other services as detailed below and (B) Provide educational/training opportunities for Preservation Commission members and related City staff.

A. Workshops and Review of Guthrie's Preservation Programs

The Subgrantee shall retain the services of the National Trust for Historic Preservation's preservation law staff for presentation of workshops for the City of Guthrie and historic preservation commission and for other services to facilitate the effective implementation and continued development of Guthrie's local preservation programs. A general outline of the issues facing the Subgrantee's staff and local commission members and services intended to address these challenges is presented in their Certified Local Governments Fund Application for Fiscal Year 2009. Vacant and neglected buildings in the historic district are an increasing concern for the Subgrantee and the citizens of the community. To address these issues, the National Trust staff will:

1. Review the current historic preservation ordinance with the commission and city staff to evaluate the effectiveness of the Certificate of Appropriateness process and design issues.
2. The National Trust representative will meet with the commission and with individuals as appropriate to discuss the ordinance and its continued application.
3. The National Trust representative will work with the City staff, commission members, property owners, and others as appropriate through individual meetings, public meetings, and workshops to find ways to prevent long-term vacancy of historic buildings, reduce deterioration resulting from neglect, and other issues that may be identified in the discussions.
4. The National Trust representative will provide/produce materials and reports appropriate to the above work, and the Subgrantee shall provide copies of all such documents to the OK/SHPO.

The calendar for the above work is set forth in the detailed project schedule below.

B. Educational/Training Activities

The Subgrantee shall provide educational/training opportunities for Preservation Commission members and related City staff which will include attendance at Oklahoma's 22nd Annual Statewide Preservation Conference in Okmulgee (June 2010).

The Subgrantee shall provide the OK/SHPO a list of those City staff and Preservation Commission members who will attend the conference and which of their expenses will be covered from the limited budget available at least thirty (30) days in advance of the conference.

III. UNDERSTANDING OF DOCUMENTS

The Subgrantee affirms familiarity with and understanding of Guidelines for Subgrantees, the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, and Certified Local Governments Program for Oklahoma.

IV. PROJECT SCHEDULE

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

Report Due: January 10, 2010

Reporting Period: September 30-December 31, 2009

- Tasks:**
1. Subgrantee prepares an agreement between the City and the NTHP.
 2. Subgrantee submits agreement to OK/SHPO for

fifteen (15) day review.

3. Subgrantee enters into agreement with the NTHP and submits copy of signed agreement to the OK/SHPO.
4. Subgrantee shall provide the OK/SHPO a schedule of meetings and/or workshops.
5. Subgrantee meets with NTHP staff to discuss vacant buildings and uses.
6. Submit Quarterly Progress Report to OK/SHPO.

Report Due: April 10, 2010

Reporting Period: January 1-March 31, 2010

- Tasks:**
1. Subgrantee and NTHP representative shall develop an "early warning system" for physical conditions of historic buildings in Guthrie.
 2. Subgrantee shall meet with NTHP staff member and Commission members.
 3. Subgrantee shall provide the OK/SHPO a schedule of meetings and/or workshops.
 4. Submit Quarterly Progress Report to OK/SHPO.

Report Due: July 10, 2010

Reporting Period: April 1-June 30, 2010

- Tasks:**
1. Subgrantee and NTHP representative shall develop a report format for Commissioner's to submit annual reports on meetings with owners. Subgrantee shall submit a copy of this report form to the OK/SHPO.
 2. Subgrantee shall review the Guthrie Historic Preservation Ordinance with NTHP staff.
 3. Subgrantee shall provide the OK/SHPO a schedule of meetings and/or workshops.
 4. Subgrantee shall provide the OK/SHPO with a list of

attendees for the Preservation Conference (in Okmulgee) at least thirty (30) days prior to the conference.

5. Subgrantee shall attend the Preservation Conference in Okmulgee (June 9-11, 2010)
6. Submit Quarterly Progress Report to OK/SHPO.

Report Due: October 10, 2010

Reporting Period: July 1-September 29, 2010

- Tasks:**
1. NTHP staff shall present a workshop with HP Commissioners to review ordinance.
 2. Subgrantee shall provide the OK/SHPO a schedule of meetings and/or workshops.
 3. Submit Quarterly Progress Report to OK/SHPO.

B. The **Final Project Report** and **Final Request for Reimbursement** shall be submitted to the OK/SHPO by **October 29, 2010**, and shall be completed in accordance with the instructions in **Guidelines for Subgrantees**. The **Annual Report** shall be submitted no later than **September 1, 2010**, as specified in Section I. of this agreement.

V. PROJECT BUDGET

Category	Federal	Nonfederal	Total
Consultant	\$5,150	\$3,200	\$8,350
Supplies	\$0	\$200	\$200
Travel	\$700	\$500	\$1,200
Total	\$5,850	\$3,900	\$9,750

VI. NON FEDERAL MATCHING SHARE

Donor: City of Guthrie

Source: General Fund

Kind: Cash

Amount: \$3,900

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Agenda Item Cover Letter

Meeting: [X] City Council, [] GPWA, [] Other:
Date of Meeting: September 1, 2009
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

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.

Summary

The proposed EMS Agreement is the same as last year. The Logan County Emergency Medical Services District Board of Trustees was created September 21, 1982 for the purpose of providing emergency medical services for the district comprised of the Independent School District No. 1 area through the levy of an ad valorem tax of 3.07 mills upon all real property situated in the district. The Trustees shall pay the City 90% of the 3.07 mills levied as compensation for providing for emergency medical services for the period of October 1, 2009 through September 30, 2010.

Funding Expected: [X] Revenue, [X] Expenditure, [] N/A
Budgeted: [X] Yes, [] No, [] N/A
Account Number: 01-00-00-5436, Amount: \$307,430 for FY 2010
Legal Review: [X] N/A, [] Required, Completed Date:
Mayor's Appt.: [] Yes, [X] No

Supporting documents attached

- Agreement

Recommendation

Staff recommends approval.

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

A G R E E M E N T

An AGREEMENT entered into this _____ day of _____, 2009, by and between LOGAN COUNTY EMERGENCY MEDICAL SERVICES DISTRICT BOARD OF TRUSTEES (comprised of the area contained within Independent School District No. 1 of Logan County, Oklahoma), hereinafter referred to as "TRUSTEES" and the CITY OF GUTHRIE, OKLAHOMA, a municipal corporation, hereinafter referred to as "CITY".

W I T N E S S E T H

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

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

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

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

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

2. TERM: The TRUSTEES agree to hire CITY to run and operate as a SOLE-PROVIDER SYSTEM in the DISTRICT from the first day of October, 2009, and terminate on September 30, 2010, for the compensations hereinafter provided payable monthly.

3. COMPENSATION: The TRUSTEES shall pay CITY 90% of the 3.07 mills levied as compensation for providing an administrative secretary and for emergency medical services to the DISTRICT for the period of October 1, 2009, through September 30, 2010.

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

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

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

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

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

4.A DISPOSITION OF VEHICLES TAKEN OUT OF SERVICE: When the City of Guthrie determines to take a vehicle purchased or provided under this Agreement out of service then upon removal of said vehicle from service the title to said vehicle will be transferred to Logan County Emergency Medical Services District Board of Trustees along with possession of the vehicle.

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

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

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

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

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

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

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

LOGAN COUNTY EMERGENCY
MEDICAL SERVICES DISTRICT
BOARD OF TRUSTEES

ATTEST:

Secretary

Chairman

_____, 2009

CITY OF GUTHRIE, OKLAHOMA

ATTEST: (Seal)

City Clerk

Mayor

_____, 2009

APPROVED AS TO FORM:

City Attorney

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, Chairman, Logan County Emergency Medical Services District Board of Trustees.

Notary Public

(Seal)

My Commission Expires:

My Commission No.



Agenda Item Cover Letter

Meeting: [x] City Council, [] GPWA, [x] Other: Public Hearing
Date of Meeting: September 1,, 2009
Contact: Rene Spineto

Agenda Item

Consider action of a request by CJ Nelson for a Special Use Permit to provide for a Family Services Behavior Health Counseling Center in an R-1 Zoning District (Single Family Homes).

Summary

Mr. CJ Nelson submitted a request for a Special Use Permit for his residential property located at 1508 W. Noble. (The legal description is Lots 21-24, Block 2, Capital Heights.) The request is a contingency requirement for a possible sale of his property. This Special Use Permit would allow for a medical/counseling facility within a residential district.

Letters were mailed to 41 neighbors in the surrounding neighborhood regarding the request, and a notice was placed in the Guthrie NewsLeader on July 14th. There was 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.

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

Supporting documents attached:

- Planning Report from Planning Commission Meeting of August 13, 2009
Minutes from Planning Commission Meeting of August 13, 2009

Recommendation:

Staff recommends denial.

Action Needed: [x] Public Hearing [x] Motion [] Emergency Clause



APPLICATION
PLANNING COMMISSION REVIEW

O. J. NELSON

Applicant Name

1508 W. Noble

Address

GUTHRIE, OK 73044

City, State, Zip

282-3162

Home Phone Cell Phone Business Phone

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

Rezone _____ Review Preliminary Plat _____
Amend Zoning Ordinance 2422 _____ Review Final Plat _____
Vacate or Close Public Easement _____ Other X

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

Legal Description:
lots 21-24, Block 2, Capital HTS

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

Street Address: 1508 W. Noble

Describe the proposed use of the property:
Counseling behavioral health for family services

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

O. J. Nelson
Signature

6-3-09
Date

July 27, 2009

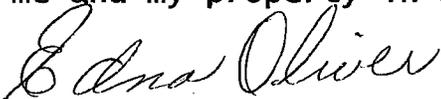
Attention: Planning Commission/Office of Community Planning and Development

Regarding: "Special Use" Permit for a "Behavioral Health for Family Services" facility in an R-1 Single Family Dwelling District. Subject property known as 1508 West Noble.

I live at 1512 West Noble next door to subject property. I am totally and completely against any change in permits, rezoning or any other means of changing the use of said property.

This is a Single Family Dwelling District and should remain so without any changes.

I am asking you to VOTE NO on this request/proposal as it will impact me and my property in a negative way.


Edna Oliver

Att: Letter from City



Commissioners – Vern Ogden, Sharyl Padgett, Doug Powell, Michael Smith, Ed Wood

GUTHRIE PLANNING COMMISSION AGENDA

101 N. 2nd Street
CITY OF GUTHRIE
Thursday, August 13, 2009
5:30 PM

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 member of the audience or commission, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.

3. Consideration of and recommendation to the City Council regarding a special use permit to allow a Counseling Behavioral Health for Family Services facility in an R-1 Zoning District (Single Family Residential) at 1508 W. Noble.

4. Consideration of and recommendation to the City Council regarding Design Guidelines.

5. New Business.

6. Report/Comments from Staff.

7. Comments from Commission Members.

8. Adjournment.

Agenda posted on the bulletin board in the lobby of City Hall by 5:00 pm on Tuesday, August 11, 2009. The City of Guthrie encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The city may waive the 48 hours rule if signing is not the necessary accommodation.



City Hall

1011 N. Second Street

P.O. Box 908

Guthrie, OK 73044

P: 405-282-2489

F: 405-282-0192

www.cityofguthrie.com

Police Department

306 West Oklahoma

405-232-3535

Guthrie Fire

Department

Central Station

209 East Springer

405-252-4439

Municipal Services

407 Commerce

405-232-3400

Guthrie Edmond

Regional Airport

520 Airport Road

405-232-2912

Guthrie

Public Library

201 North 2nd Mile

405-282-0088

Animal Shelter

413 Commerce

405-282-7765 City of Guthrie/CPWA 9-1-09

PLANNING REPORT

To: Chairman and Members of the Planning Commission

From: Jim Hanke, Chief Inspector of Construction Services

Date: August 13, 2009

Subject: Consider approval and make a recommendation to City Council to allow by "Special Use" Permit, a "Counseling Behavioral Health for Family Services" facility in an R-1 Zoning District (Single Family Homes).

RECOMMENDATION:

Staff does not recommend Approval.

ALTERNATIVE RECOMMENDATIONS:

- Approve the request.
- Approve the request with conditions.
- Table consideration of this item until the next meeting.

GENERAL INFORMATION:

Applicant: C.J. Nelson

Requested Action: Consider approval of issuing a "Special Use" Permit to operate a "Behavioral Health Counseling Service" in an R-1 zoned district (Single Family Homes).

Description: C.J.Nelson is requesting consideration for "Special Use Permit" on behalf of a potential home buyer of his residential property located at 1508 West Noble Avenue.

Surrounding Land Use and Zoning: This area is zoned for Residential use.

Special Information: None

Transportation: The property has immediate access to public roads.

Utilities: Public utilities are available.

History: This structure has been used solely as a residential structure since it was built.

Notification: Notice was published in the Guthrie News Leader on July 15, 2009 and 41 certified letters mailed to adjacent property owners. Public utilities were also notified.

ATTACHMENTS: Applicant Information

Please advise if additional information is required.

Respectfully Submitted,


Jim Hanke
Chief Inspector
Construction Services

Cc: Rene' Spineto-Director of Community Planning & Development

**CITY OF GUTHRIE
GUTHRIE PLANNING COMMISSION MEETING
Regular Meeting
Thursday, August 13, 2009**

MINUTES

A regular Meeting of the Guthrie Planning Commission will convene at 5:30 *p.m.* at Guthrie City Hall at 101 North 2nd Street.

Commissioners present:	Doug Powell	Commissioner
	Sharyl Padgett	Commissioner
	Michael Smith	Commissioner
	Vern Ogden	Commissioner
	Vacant	Commissioner

OTHERS PRESENT: Jim Hanke, Rene Spineto, Doug Weir, George Privette, Ellen Gomes.

CALL TO ORDER – This meeting is called to order on Thursday, August 13, 2009 at 5:30 p.m. Commission members are present and a quorum declared.

1. Consideration of and recommendation to the City Council regarding a special use permit to allow a "Behavioral Health for Family Services" in an R-1 Zoning District at 1508 W. Noble Ave.

Discussion was held regarding the amount of vehicle traffic that this service may create, as well as the proposed hours of operation, and parking concerns. No representative was present on behalf of the applicant to answer questions. A motion was made by Commissioner Smith, seconded by Commissioner Padgett to *Deny* this application. All voted Aye.

2. Consideration of and recommendation to the City Council regarding Design Guidelines.

Discussion was held regarding the proposed Design Guidelines. Commissioner Doug Powell stated that because of recent health issues, he was not able to review the proposed guidelines, and asked to table this item until the next meeting. A motion was made by Commissioner Smith, seconded by Commissioner Ogden to *Table* the application. All voted Aye.

3. New Business: Commission will schedule a workshop for Thursday, August 20th, for final review of the Design Guidelines.
4. Reports/Comments from Staff: None.
5. Comments from Commissioners: None.

The meeting adjourned at 5:55 p.m.

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Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 1, 2009	Contact Aaron Barth Airport Manager
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Agenda Item

Consider approval of contract with Garver Engineers for the purpose of serving as the engineering consultant to the Guthrie-Edmond Regional Airport

Summary

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.

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>Airport Fund</u>	Amount	<u>\$4,687.50*</u>
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>07.30.09</u>
Mayor's Appt.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Supporting documents attached

- Contract between City of Guthrie and Garver Engineering
- Independent Consultant analysis by Jacobs Engineering
- Summary of interview

Recommendation

The Airport Board recommends approval

Action Needed Public Hearing Motion Emergency Clause

*Total contract is for \$187,500. FAA and OAC pay 95%. The sponsor (City of Guthrie) pays 5% which is shared equally with the City of Edmond.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF GUTHRIE ,OKLAHOMA**

This is an agreement made as of _____, 20___, between the City of GUTHRIE, OKLAHOMA, hereinafter called "Owner" and Garver, LLC, hereinafter called the "Engineer".

The Owner intends to:

Starting in Federal Fiscal Year 2009 (FFY09) and at the discretion of the City of Guthrie (herein called the Sponsor) and renewable for up to four (4) additional years, Garver (herein called the Engineer) shall render all professional engineering services necessary and customary in the planning and construction of the improvements described in the Request for Qualifications Notice #2009-7 from the City of Guthrie, Oklahoma.

Improvements in Federal Fiscal Year 2009 will consist of assisting the Sponsor with the following tasks:

- *FAA AIP Grant and State Grant Administrative services included preparation of required submittals, programming documents, and applications.*
- *Preliminary/conceptual design of taxiways and hangar development on the North side of Taxiway Delta resulting in two development options coordinated with a field survey of the area.*
- *Final design, Bidding Services, Construction Observation, and Construction Administration Services for the chosen development alternative along Taxiway Delta. For scoping purposes, the level of effort reflected herein was based on the design and construction of a 400' long taxiway north of taxiway Delta serving the hangar development area.*
- *A feasibility study based on USGS Quadrangle and other topographic information provided by the Sponsor to determine a programming level cost estimate for the purchase and development of land adjacent to Guthrie-Edmond Regional airport. Up to three different land purchases will be reviewed and presented to the Airport Board. Each proposed land purchase will also have two different development schemes prepared.*
- *Based upon the feasibility study and Airport Board's recommendation, the Engineer will assist the Sponsor with services required for acquisition of the desired land. For Scoping purposes, the level of effort reflected herein was based on the purchase of approximately 25 acres located south of Airport Road and West of the Parallel Taxiway, which is owned by 3 separate property owners.*

The Engineer will provide engineering and surveying services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project, and applications for Federal Funds prepared by the Engineer.

The Owner and the Engineer in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and surveying services by the Engineer and the payment for those services by the Owner as set forth below. Execution of the agreement by the Engineer and the Owner constitutes the Owner's written authorization to the Engineer to proceed on the date first above written with the services described herein.

SECTION 1 - EMPLOYMENT OF THE ENGINEER

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering and surveying services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. The Engineer will coordinate his services with the Owner, the FAA, and others required in the accomplishment of the work, and the standards of skill and care ordinarily used by members of the Engineer's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. All of the engineering and surveying services included in this agreement will be supplied by the Engineer's personnel or personnel under subcontract to the Engineer. Subconsultant agreements are subject to approval by the Owner.

SECTION 2 - SCOPE OF SERVICES

The Engineer's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES (except for geotechnical services and property record research and as may be modified for additional services required), the Owner will pay the Engineer as indicated below. The Owner intends to pay the Engineer from its General Fund and represents that funds are available to pay the Engineer from the General Fund, or funds will be borrowed from another source as necessary to pay the Engineer.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Title I Services		
AIP Administration	\$15,400.00	Lump Sum
Property Acquisition Documents	\$12,600.00	Lump Sum
Feasibility Study for Land Development	\$19,200.00	Lump Sum
Conceptual Design - Taxiway D Development	\$11,300.00	Lump Sum
<i>Surveys</i>	<i>\$10,000.00</i>	<i>Lump Sum</i>
<i>Geotechnical Investigation</i>	<i>\$1,800.00</i>	<i>Lump Sum</i>
Preliminary Design - Taxiway D Development	\$13,800.00	Lump Sum
Final Design - Taxiway D Development	\$8,400.00	Lump Sum
Bidding Services	\$6,200.00	Lump Sum
Title II Services		
<i>Construction Materials Testing</i>	<i>\$6,000.00</i>	Lump Sum
Construction Phase Services	\$82,800.00	Hourly Not to Exceed
TOTAL FEE	\$187,500.00	

FOR A LUMP SUM BASIS The lump sum amount to be paid under this agreement is listed above. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the amount of work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond the Engineer's control, will be increased 3% annually with the first increase effective on or about May 1, 2011.

FOR AN HOURLY BASIS – BASED ON RATE SCHEDULE The Owner will pay the Engineer, for time spent on the project, at the rates shown in Appendix B for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to the Engineer under this agreement is estimated above. The actual total fee may exceed this estimate. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification. The rates shown in Appendix B will be increased annually with the first increase effective on or about May 1, 2011. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, subcontracts, consulting fees, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

OTHER EXPENSES

As part of the fees described above, for Geotechnical Services, the Owner will pay the Engineer a lump sum amount submitted by the Engineer. The fee for Geotechnical Services will be negotiated with Klienfelder, as a subconsultant to the Engineer, and is estimated to be approximately \$7,800.00.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates shown in Appendix B for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about May 1, 2011.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing the Engineer such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing the Engineer a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Engineer's performance under this Agreement.
10. Furnishing the Engineer a current geotechnical report for the proposed site of construction. The Engineer will coordinate with the geotechnical engineer, the Owner has contracted with, on the Owner's behalf for the information that is needed for this project.
11. Owner will not hire any of the Engineer's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

The Engineer's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, the Engineer will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

The Engineer's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and the Engineer's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

The Engineer grants to the Owner ownership of the printed hard copy drawings and specifications and the electronic media, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Engineer, shall be without liability to the Engineer and the Engineer's consultants. The Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of the Engineer.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Engineer's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by the Engineer.

The Owner understands that the construction cost estimates developed by the Engineer do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, the Engineer will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

The Engineer will provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. However, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, the Engineer cannot be responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, the Engineer cannot be responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, or other subconsultants working under a subcontract to this agreement.

The Engineer will subcontract with OKIE for marking underground utilities and will pass the direct cost from OKIE to the Owner. The Engineer will survey the locations marked by OKIE and the utility owners. The Engineer will not be responsible for the completeness or accuracy of the markings made by OKIE or utility owners, nor will the Engineer be liable for costs incurred by the Owner due to incomplete or inaccurate utility markings.

5.4 Insurance

The Engineer currently has in force, and agrees to maintain in force for the life of this Contract, the following schedule of insurance:

Workmen's Compensation	Statutory Limit
Automobile Liability (per claim) (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (per claim) (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability (per claim)	\$2,000,000.00

5.5 Records

The FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. The Engineer shall maintain all required records for 3 years after the Owner makes final payment and all other pending matters are closed.

After completion of the Project, and prior to final payment, the Engineer shall deliver to the Owner all original documentation prepared under this Contract, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) set of the record drawing Construction Plans will also be delivered to the FAA Airport Region Office. In the event the Owner does not have proper storage facilities for the protection of the original Drawings, the Owner may request the Engineer to retain the Drawings with the provision that they will be made available upon written request.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, the Engineer agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Engineer, its subconsultants, or any other party for whom the Engineer is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify the Engineer for damages, liabilities, or costs (including reasonable attorneys fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Engineer and the Owner, they shall be borne by each party in proportion to its own negligence.

5.7 Design without Construction Phase Services

In the event the Engineer's Scope of Services under this agreement is amended so that project observation, review of the Contractor's performance, or any other construction phase services are not performed by the Engineer, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against the Engineer that may be in any way connected thereto, except for claims arising from the sole negligence or willful misconduct of the Engineer.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

If the Owner requests in writing that the Engineer provide any specific construction phase services and if the Engineer agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

Deleted.

5.9 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

SECTION 6 - CONTROL OF SERVICES

This is an Oklahoma Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and Engineer, the matter shall be resolved in accordance with the Laws of the State of Oklahoma.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to the Engineer. If this Agreement is so terminated, the Engineer shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, the Engineer may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and the Engineer each bind himself and his successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICIES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 8.1.1 Appendix A - Scope of Services
 - 8.1.2 Appendix B (*fee spreadsheets*)
 - 8.1.3 Appendix C, "Certification of Engineer".
 - 8.1.4 Appendix D, "Mandatory Federal Contract Provisions For Professional Services Contracts".

**GERA CONSULTING ENGINEER
RFQ #2009-7**

Summary of Interview Evaluation

The Selection Committee met at the airport on Friday, April 10, 2009 to discuss and review the interviews of the three firms chosen as the short list. Based on the submittals and the interviews from each firm, it is the committee's assessment that any of the three firms are capable of completing the work outlined in the scope of work presented.

Using the simple scoring method of 1, 2, 3, lowest score being the best, the ranking agreed upon by the committee is as follows:

- | | | |
|-----------------------------|---|------|
| 1. Garver Engineering, Inc. | - | 1.04 |
| 2. Myers Engineering | - | 1.11 |
| 3. Cobb Engineering | - | 1.14 |

Committee members were Airport Board Members, Rowland Denman and Joe Underwood, Interim Airport Manager, Ron Groves and Municipal Service Director, Maxine Pruitt.

Executive Summary	Excellent client letters, outstanding attitude, confident presentation, knowledgeable. Score: 1
Team Members	17 staff members, 20% of work in-house (aviation), pilots on staff, frequent professional development, complete knowledge of funding/project documentation/development (every stage of project). Score: 1
Current Workload	Land acquisition in-house, experienced, understands Advisory Circulars, tracking completed by staff (overlaps). Score: 1
Project Schedule	Most work done in-house, other sources if needed, large company, large capacity, appears to have excellent project management with a large number of projects. Score: 1
Project Approach	Complete knowledge of construction, aviation construction observers (PE's when needed), pavement awards, complete management from design phase to completion. Score: 1
Communications Process	Through project manager Score: 1.25
Tracking & Execution	Appears to be outstanding, numerous projects completed, excellent recommendations. Score: 1

TOTAL SCORE: 1.04

Executive Summary	Established in 1937, 100 airport specific projects - with this airport for 10 years, very positive and increasing airport staff. Score: 1
Team Members	Airport Project Manager is a PE with FAA, SW Conferences for continued education, - OAOA Conferences, fully understands funding with OAC & FAA, and their documentation. Score: 1.25
Current Workload	Hiring assistant for airports and support staff. Office is near airport. Quick turnaround - can support new '09 projects (doing initial work for airport projects now) - familiar with 2011 projects. Score: 1
Project Schedule	In-house survey capability - full in-house support from project development to final inspection. Score: 1
Project Approach	Land acquisition - some in-house experience, - other City attorney - can do survey work, environmental and appraisal (out-source), obstruction surveys (out-source) Score: 1.5
Communications Process	Through project manager- provides stability- other staff members as needed- talk to program managers at OAC/FAA, Advisory Circulars, office located 20 minutes from airport. Score: 1
Tracking & Execution	Through project manager (PE) with help from in-house staff, available for quick conferences/one-on-one. Score: 1

TOTAL SCORE: 1.11

Executive Summary	One-stop shop, all work in-house, doing airport only. Extensive experience. Score: 1
Team Members	4 offices, since 1921. 77 professionals, pilots on staff, 2 project managers, OAC/FAA experience, FAA SW Conferences for training/development, and OAOA Conferences. Score: 1
Current Workload	17 plus project state, years of experience allows excellent scheduling. Score: 1.5
Project Schedule	Follows OAC/FAA requirements - has complete understanding. Works with other sources for land acquisition/easements. Score: 1
Project Approach	Engineers to attend 20 years, coordinates all of airport development (project) schedule, as much or as little as we desire. ODOT qualified inspectors, project manager and safety inspector attends pre-construction safety meetings. Score: 1
Communications Process	Minutes of every meeting kept. Continued discussions with client/project manager, inspectors on projects (PE's when necessary). Score: 1
Tracking & Execution	Follows project development/project specific and 5 through 20 year CIP. Score: 1.5

TOTAL SCORE: 1.14

May 5, 2009

Curtis Brown
Garver Engineers
1016 24th Ave NW
Norman, OK 73069

Re: RFP #2009-7, Guthrie-Edmond Regional Airport

Dear Mr. Brown,

After careful consideration, the decision was made that Garver was awarded the above mentioned proposal for professional consulting services regarding improvements to the Guthrie Edmond Regional Airport. A summary of Interview Evaluation is attached.

We will need your fee proposal and work schedule, or any revisions in your work schedule. Additionally, we need to schedule a time for discussions and/or negotiations regarding your fee proposal. If you have any questions, please do not hesitate to contact me at 405-282-0166.

Sincerely,

Maxine Pruitt
Purchasing Agent
City of Guthrie



Agenda Item Cover Letter

Meeting

City Council
 GPWA
 Other: _____

Date of Meeting
 September 1, 2009

Contact
 Maxine Pruitt
 Municipal Services
 Director

Agenda Item

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.

Summary

The 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 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. The OK State Contract proved to have the best price.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number 54-56-27-6722 **Amount** \$8,900 in FY09 (\$28,440 total)

Legal Review N/A Required Completed Date: _____

Mayor's Appt. Yes No

Supporting documents attached

Fleet Maintenance Memorandum and attachment (2 pgs.)

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause



MEMORANDUM

TO: Maxine Pruitt, Director of Municipal Services
FROM: Bennie Barker, Supt. of Fleet Services
DATE: July 27, 2009
SUBJECT: Mini Excavator

After researching our needs and comparing the available equipment on state contract and HGAC we have determined that the Bobcat model # 331 available through HGAC Buy will best suit our needs.

The model 331, is 41.8 HP and has an operating weight of 7,185 #. HGAC price is \$28,440, product code A049. Please find more specifications following.

If you require further information please let me know.

Thanks

331 Compact Excavator



331 Excavator digging a hole

A mainstay in the Bobcat compact excavator lineup, the 331 exceeds expectations with its smooth operations, fast cycle times and durable components. You are able to tow the lightweight 331 behind a one-ton truck, reach areas other machines couldn't even imagine and work circles around backhoe loaders on jobsites. It has the power you need to take on jobs ranging from footing and sewer lines to retaining walls and swimming pools. Equipped with a dipper that extends hydraulically, the extendable arm version of the 331 adapts to a wide range of jobs. With the dipper retracted, it provides the same digging performance as a 331. However, extending the dipper gives you more reach and dump height to reduce repositioning for shallow digging and truck loading work. The long-arm version of the 331 lets you do more loading and shallow digging work from one spot before the need to reposition. It also offers easy access to daily maintenance items and a quiet, fuel-efficient engine. The 331 excavator is also available in a Long Arm and Extendable Arm model.

331 Excavator Specs

331

Emissions Tier (EPA)	Interim Tier 4
Engine Fuel	Diesel
Maximum Governed RPM	2200 RPM
Horsepower	41.8 HP

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Agenda Item Cover Letter

Meeting
 City Council
 GPWA
 Other: _____

Date of Meeting
 September 1, 2009

Contact
 Maxine Pruitt
 Municipal Services
 Director

Agenda Item

Consider authorizing staff to finance the mini excavator, in the total amount of \$19,540, for a period of 2 years (24 months) with Farmers and Merchants Bank at a cost of \$847.14 monthly or \$10,165.68 annually.

Summary

The Line Maintenance Department has \$8,900 in the 2009 Budget that is to go toward 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 and those listed on the tabulation sheet are those who responded. Farmers and Merchants Bank offered the lowest interest rate on the 24 month period and Oklahoma State Bank was lowest on the 36 month period.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number 54-56-27-6722 **Amount** \$8,900

Legal Review N/A Required Completed Date: _____

Mayor's Appt. Yes No

Supporting documents attached

Tabulation Sheet of Bank Offers (1 pg.)

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

27-Aug-09

Tabulation for the Lease-Purchasing Financing
Bobcat Mini Excavator

Bank or Financial Institution	24 Mo.	36 Mo.		
Farmers & Merchants Bank (\$19,540.00 Loan Amount)	\$ 847.14 3.85%	\$ 576.86 4.00%		Fixed Interest
Annual Amount	\$ 10,165.68	\$ 6,922.32		
Total Amount - End of Term	\$ 20,332.36	\$ 20,767.96		
BancFirst (\$19,560.00 Loan Amount)	\$ 858.75 5.00%	\$ 586.86 5.00%		Fixed Interest
Annual Amount	\$ 10,305.00	\$ 7,042.32		
Total Amount - End of Term	\$ 20,610.00	\$ 21,126.96		
				\$20.00 Filing Fee
Oklahoma State Bank (\$19,540.00 Loan Amount)	\$ 848.14 3.90%	\$ 576.52 3.90%		Fixed Interest
Annual Amount	\$ 10,177.68	\$ 6,918.24		
Total Amount - End of Term	\$ 20,355.36	\$ 20,754.72		



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting September 1, 2009	Contact Rene Spineto
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Agenda Item

Consider approval of Resolution of Support for First Capitol Neighborhood Solutions.

Summary

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. (Two grants were awarded - one from the Keep Oklahoma Beautiful Foundation and another for the landscape restoration at the Library; two are pending - a Neighborhood Stabilization Grant from HUD and another 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 60 applications - ten for home ownership and 50 for home repair; approximately 45 have received either 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 this Resolution of Support.

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

Supporting documents attached:

- Resolution No. 2009 - 15

Recommendation:

Staff recommends approval.

Action Needed _____ Public Hearing Motion _____ Emergency Clause

RESOLUTION NO. 2009-15

WHEREAS, First Capitol Neighborhood Solutions, is a non-profit organization whose mission is to provide resources that will strengthen, develop and improve neighborhoods in Guthrie, and

WHEREAS, First Capitol Neighborhood Solutions is a major resource center that helps neighborhoods within the Greater Guthrie area to establish neighborhood associations, by reconnecting neighbors with one another; and

WHEREAS, First Capitol Neighborhood Solutions, as a part of their operations, organizes Neighborhood Watch Groups, workshops and forums, beautification programs, and a community speakers bureau; and

WHEREAS, First Capitol Neighborhood Solutions provides a tremendous benefit to the Guthrie community by providing grant assistance for neighborhood groups; and

WHEREAS, First Capitol Neighborhood Solutions provides an organizational mechanism for neighborhoods and City Hall to work together effectively and efficiently; and

WHEREAS, First Capitol Neighborhood Solutions strongly promotes the economic development of Guthrie, through its efforts of stimulating home ownership by assisting potential home owners in obtaining mortgage financing, providing grant and other financial assistance to qualified individuals who are repairing their homes, and providing financial counseling and credit report restoration;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA that the City Council emphatically supports First Capitol Neighborhood Solutions in its efforts to “strengthen Guthrie...one neighborhood at a time.”

APPROVED AND PASSED, this _____ day of _____ 2009.

Chuck Burtcher, Mayor

ATTEST: (seal)

Wanda Calvert, City Clerk

APPROVED AS TO LEGAL FORM:

Randel Shadid, City Attorney