



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

SPECIAL GUTHRIE INDUSTRIAL DEVELOPMENT AUTHORITY MEETING

101 N. 2nd Street, Guthrie, OK 73044

Tuesday, November 3, 2009 7:00 p.m.

Agenda

- 1. Call to Order
2. Consider approval of minutes of the Special Guthrie Industrial Development Authority Meeting held on October 20, 2009
3. Consider approval of Letter of Contract with Garver Engineering for professional engineering and surveying services for construction of T-Hangar at Guthrie-Edmond Regional Airport
4. Adjourn.

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

- 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 October 20, 2009
B. Consider approval of claims
C. Consider approval of Budget Amendment No. 10 for Fiscal Year 2009 Year End
D. Consider approval of Requisition for Payment from the Guthrie Custodial Agency Account to Bank of Oklahoma for the Annual Administration Fee in the amount of \$2,500
4. Consider approval of granting utility easement to OG&E for service to the Water Treatment Plant
5. Consider approval of Change Order No. 2 for Section E, Cottonwood Intake Structure, Water Systems Improvements, increasing the contract by \$52,478 for items #2, #3, #4, #5 and #6 increasing the number of days due to waiting time for equipment
6. Adjourn

CITY COUNCIL MEETING

1. Call to Order

2. Consent Agenda

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

- A. Consider approval of minutes of the Regular City Council Meeting held October 20, 2009..... 43
 - B. Consider approval of claims49
 - C. Consider approval of appointing Christopher Foote to the Guthrie Transportation Authority to fill the unexpired term of John Wood (expires January 2010).....51
 - D. Consider approval of re-appointing Janet Walker to the Guthrie Housing Authority Board of Commissioners to serve a term expiring August 2012.....55
 - E. Consider approval of Budget Amendment No. 10 for Fiscal Year 2009 Year End..... (see pg 27)
 - F. Consider approval of Performance Agreement with Sue DuCharme of Neighborhood Solutions59
 - G. Consider approval of Agreement between the City of Guthrie and Guthrie Chamber of Commerce for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie to be funded by the Hotel/Motel Tax receipts65
 - H. Consider approval of granting utility easement to OG&E for service to the Water Treatment Plant..... (see pg 37)
 - I. Consider approval of Change Order No. 2 for Section E, Cottonwood Intake Structure, Water Systems Improvements, increasing the contract by \$52,478 for items #2, #3, #4, #5 and #6 increasing the number of days due to waiting time for equipment..... (see pg 39)
3. Consider approval of adopting Ordinance No. 3205, creating Chapter 2, Article 5 of the Guthrie Code of Ordinances, establishing a Special Event Permit71
4. Consider approval of Resolution No. 2009-19, to execute the Right-of-Way, Public Utility and Encroachment Agreement with the Oklahoma Department of Transportation in connection with the construction of a public project known as the I-35 and Seward Road Interchange.....75
5. Consider approval of Resolution No. 2009-20, establishing a Special Event Permit Fee83
6. Consider approval of the Occupancy Agreement with Kenneth and Terri McBane for occupancy of the Liberty Lake House.....87
7. Consider sanctioning Councilmember Patty Hazlewood based on alleged violation of ethical code for elected officials established under Resolution No. 2009-12.....99
8. City Manager's Report
9. Requests/comments from members of the City Council.
10. 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).
11. Consideration of action regarding the employment, hiring, appointment, promotion, demotion, discipline, resignation or termination of council-appointed employees (City Manager).
12. Adjourn

MINUTES

GUTHRIE INDUSTRIAL DEVELOPMENT AUTHORITY

October 20, 2009

The special meeting of the Guthrie Industrial Development Authority was posted on Friday, October 16, 2009 and held October 20, 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	Mary Coffin	Ellen Gomes
	John Wood	Patty Hazlewood	Gaylord Z. Thomas

Members Absent: Trey Ayers

Staff Present:	Wanda Calvert	Randel Shadid	Kim Biggs
	Lance Crenshaw	Rene Spineto	Maxine Pruitt
	Jim Ahlgren	Aaron Barth	Kevin Dixon, Jr.

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

Consider approval of the minutes of the Special Guthrie Industrial Development Authority Meeting held on September 16, 2008. Motion by Trustee Gomes, seconded by Trustee Coffin, moved approval of the minutes of the Special Guthrie Industrial Development Authority Meeting held on September 16, 2008. Trustees entered their votes and the votes were displayed with the following results:

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

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

Consider approval of funding for T-Hangar Construction at Guthrie-Edmond Regional Airport with loan proceeds to be provided through Logan County Economic Development Council and Edmond Economic Development Authority in an amount not to exceed \$350,000. The Guthrie-Edmond Regional Airport Hangar Committee explored and discussed funding options to construct a ten (10) unit T-Hangar. In order for the project to cash flow, the best financing structure seems to be for the Guthrie Industrial Development Authority (GIDA) to borrow the funds from Edmond Economic Development Authority and the Logan County Economic Development Council in an amount not to exceed \$350,000.

The GIDA, a separate public trust, will incur the debt which will be secured solely by the ten unit T-Hangar. This is not a debt of the City of Guthrie or City of Edmond. The Loan Agreements between the Edmond Economic Development Authority and Logan County Economic Development Council will be presented for final approval once the bid to construct the ten (10) unit T-Hangar is awarded. On October 13, 2009 the Guthrie-Edmond Regional Airport Board met and recommended approval of the T-Hangar construction and funding. Motion by Trustee Coffin, seconded by Trustee Wood, moved approval of the concept of the loan to Guthrie Industrial Development Authority from the Edmond Economic Development Authority and the Logan County Economic Development Council in an amount not to exceed \$350,000 to be used for construction of ten (10) unit T-Hangar at the Guthrie-Edmond Regional Airport. Trustees entered their votes and the votes were displayed with the following results:

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

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

Consider approval of Letter of Contract with Garver Engineering for professional engineering and surveying services for construction of ten (10) unit T-Hangar at Guthrie-Edmond Regional Airport. On October 13, 2009 the Guthrie-Edmond Regional Airport Board met and recommended approval of the T-Hangar construction and funding. Garver Engineering has presented a Letter of Contract for said project, but staff is in the process of negotiating the fee for engineering services. Staff and representatives from Garver Engineering were unable to meet before tonight and staff requested an additional two weeks to complete the negotiations. No action was taken.

Consider approval of authorizing staff to solicit bids for construction of a ten (10) unit T-Hangar at the Guthrie-Edmond Regional Airport. The Guthrie-Edmond Regional Airport Hangar Committee recommended to the Guthrie-Edmond Regional Airport Board to pursue construction of the ten (10) unit T-Hangar on behalf of the City of Guthrie. On October 13, 2009 the Guthrie-Edmond Regional Airport Board met and recommended approval of the ten (10) unit T-Hangar construction. Staff is requesting authorization to solicit bids for said project. Motion by Trustee Wood, seconded by Trustee Gomes, moved approval of authorizing staff to solicit bids for construction of a ten (10) unit T-Hangar at the Guthrie-Edmond Regional Airport. Trustees entered their votes and the votes were displayed with the following results:

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

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

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

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

Nay: None

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

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman

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Agenda Item Cover Letter

Meeting: City Council, GPWA, Other: GIDA; Date of Meeting: November 3, 2009; Contact: Aaron Barth, Airport Manager

Agenda Item

Consider approval of Letter of Contract with Garver Engineering for professional engineering and surveying services for construction of ten (10) unit T-Hangar at Guthrie-Edmond Regional Airport.

Summary

This item was tabled on October 20, 2009 to allow time for staff to negotiate the engineering and surveying fees with representatives from Garver Engineering. The proposed Letter of Contract for Professional Engineering and Surveying Service in the amount of \$33,700 will provide surveying, design, bidding and construction phase services for the construction of ten (10) unit T-Hangar at Guthrie-Edmond Regional Airport. On October 13, 2009 the Guthrie-Edmond Regional Airport Board met and recommended approval of the T-Hangar construction and funding. The engineering fees will be funded through the loan proceeds with Edmond Economic Development Authority and Logan County Economic Development Council for the T-Hangar project. After legal and staff review, the negotiated fees were found reasonable for the project.

Funding Expected: Revenue, Expenditure, N/A; Budgeted: Yes, No, N/A; Account Number: [00-00-00-0000], Amount, Loan Proceeds; Legal Review: N/A, Required, Completed Date: 10-29-2009; Mayor's Appt.: Yes, No

Supporting documents attached

- Garver Engineering Letter of Contract

Recommendation

Staff recommends approval.

Action Needed: Public Hearing, Motion, Emergency Clause



1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

October 27, 2009

Mr. Aaron Barth
Airport Manager
PO Box 908
Guthrie, Oklahoma 73044

Re: Letter Contract for Professional Engineering and Surveying Services
Guthrie-Edmond Regional Airport 10 Bay T-Hangar Engineering Services

Dear Mr. Barth:

Introduction and Proposal: The Guthrie-Edmond Regional Airport and the City of Guthrie (Owner) desires to construct a 10 Bay T-Hangar in the hangar development area north of Airport Road and south of Taxiway C. Garver, LLC (Engineer) hereby proposes to offer design, survey, and construction management services for the desired improvement. This letter contract will describe our proposed scope of services, performance schedule, and payment terms.

Scope of Services:

We understand that you want us to provide surveying, design, bidding, and construction phase services for the project. More specifically, we propose to accomplish the following:

1. Surveying Services – Engineer shall perform a topographic survey which extends from the centerline of the two adjacent taxilanes and from the face of the existing hangars to the edge of the property fence and this survey will be tied to the Owner's control network.

The Engineer will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction.

2. Design Services – Engineer shall develop a construction drawings and specifications for the desired improvements. The engineer shall base the hangar technical specifications on a performance specification and the site development specifications and drawings on Federal Aviation Administration technical specifications for construction. The Engineer shall prepare a cover sheet, pay quantities and notes, site grading and layout plans, and drainage plans as needed. Hangar foundation plans and design shall be by the hangar bidder and reviewed by the Engineer.
3. Bidding Services - The Engineer will assist the Owner in advertising for and obtaining bids or negotiating proposals for one (1) prime contract for construction, materials, equipment and services; and, where applicable, attend pre-bid conferences and additional meetings. The Owner

will pay advertising costs outside of this contract. The Engineer will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. The Engineer will consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. The Engineer will consult with Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. The Engineer will attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals.

4. Construction Phase Services – During the construction phase of work, the Engineer will accomplish the following:
 - a. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
 - b. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. The Engineer's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, the Engineer shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
 - c. Consult with and advise the Owner during the construction period. The Engineer will submit as part of additional services, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.
 - d. As part of additional services, when requested by the Owner, the Engineer shall issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
 - e. Review up to two Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Pay requests will be evaluated upon the completion of the foundation and civil site work and at the completion of the project. The Engineer's recommendation for payment shall not be a representation that the Engineer has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

- f. Provide part-time resident construction observation services for the 60-calendar-day construction contract performance time. The proposed fee is based on four (4) site visits of eight (8) hours each by the Project manager/engineer during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay the Engineer an additional fee agreed to by the Owner and the Engineer.
- g. When authorized by the Owner, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
- h. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by the Engineer's Resident Project Representative, who will provide or accomplish the following:

- a. Consult with and advise the Owner during the construction period.
- b. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner. Coordinate with this firm to insure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- c. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- d. Maintain a project diary which will contain information pertinent to each site visit.
- e. Provide information for preparation of record drawings of the completed project.

In performing construction observation services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but the Engineer does not guarantee the performance of the Contractor(s), nor is the Engineer responsible for the actual supervision of construction operations. The Engineer does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site.

However, if at any time during construction the Engineer observes that the Contractor's work does not comply with the construction contract documents, the Engineer will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. The Engineer will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, the Engineer will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

The Engineer or his qualified representative will be available at all times work is in progress for telephone contact by the Owner.

5. The Owner will provide and/or accomplish the following:
 - a. Right of entry to the property.
 - b. Previous available surveys, reports, etc.
 - c. Current boundary survey with easements of record plotted.
 - d. Paying all plan review and advertising costs.
 - e. Furnishing all permits and providing permit review fees.
 - f. 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.

For clarification, our proposed scope of services does not include the following:

1. Utility relocation design other than storm drainage to serve the proposed Hangar.
2. Public Utility coordination.
3. Preparation of a Stormwater Pollution Prevention Plan.
4. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
5. Changes to major design elements after previous direction or approval or redesign to accommodate Owner's budget after receipt of construction bids that exceed the Engineer's cost opinions.
6. Construction materials testing.
7. Permit applications or assistance
8. Meetings, observation, or review in excess of those detailed above.

These and other services are considered as extra work and can be added to this agreement by written amendment.

Schedule

We will begin upon receipt of a notice to proceed, and we will accomplish the services described on a mutually agreeable schedule.

Payment Terms

For the work described under Scope of Services (except for geotechnical services and as may be modified for additional services required), the Owner will pay the Engineer on as identified 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.

If any payment due the Engineer under this agreement is not received within 60 days from date of invoice, the Engineer may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveys and Geotechnical Investigation	\$ 3,500	Cost Plus Fixed Fee
Final Design	\$19,000	Lump Sum
Bidding Services	\$ 4,200	Hourly
Construction Phase Services	\$ 7,000	Hourly
TOTAL FEE	\$33,700	

The Owner will pay the Engineer, for time spent on the project, at the rates shown in Appendix A for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

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 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 6% annually with the first increase effective on or about June 1, 2010.

As directed by the Owner, some billable work may have been performed by the Engineer prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

COST PLUS FIXED FEE BASIS: The Owner will pay the Engineer, for time spent managing and coordinating with the Geotechnical and Survey Subconsultants on the project, at the cost for those subconsultant services, plus a fixed fee of 15%. Estimated cost of these services, including the fixed fee is identified above. The actual total fee may exceed this estimate.

FOR AN HOURLY BASIS: The Owner will pay the Engineer, for time spent on the project, at the rates shown in Appendix A for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The fee shown is estimated and the final figure may be higher. The Engineer will notify the Owner in advance of the programmed value being exceeded and receive authorization to continue the necessary and agreed upon services.

ADDITIONAL SERVICES (Extra Work): For work not described or included in 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. Any services performed after June 1, 2010, due to delays beyond the Engineer's control, the attached rate schedule will be increased 6% annually with the first increase effective on or about June 1, 2010

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.

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.

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.

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.

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.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

OWNER

ENGINEER

CITY OF GUTHRIE, OKLAHOMA

GARVER, LLC

By: _____

By: Michael J. Dill

Title: _____

Title: Vice President / Aviation Director

ATTEST: _____

ATTEST: _____

APPENDIX A
2010 Hourly Rate Schedule

Classification	Rates
Engineers	
E-1	\$ 80.00
E-2	\$ 100.00
E-3	\$ 120.00
E-4	\$ 140.00
E-5	\$ 170.00
E-6	\$ 210.00
Planners	
P-1	\$ 105.00
P-2	\$ 120.00
Designers	
D-1	\$ 85.00
D-2	\$ 105.00
Technicians	
T-1	\$ 65.00
T-2	\$ 90.00
Surveyors	
S-1	\$ 45.00
S-2	\$ 50.00
S-3	\$ 70.00
S-4	\$ 90.00
S-5	\$ 115.00
2-Man Crew (Survey)	\$ 150.00
3-Man Crew (Survey)	\$ 190.00
2-Man Crew (GPS Survey)	\$ 170.00
3-Man Crew (GPS Survey)	\$ 210.00
Construction Observation	
C-1	\$ 75.00
C-2	\$ 95.00
Administration	
A-1	\$ 50.00
A-2	\$ 60.00
A-3	\$ 100.00
I-1	\$ 95.00
Other	
Automation/Controls Specialist	\$ 160.00

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY

October 20, 2009

The regular meeting of the Guthrie Public Works Authority was posted on Friday, October 16, 2009 and held October 20, 2009 in the Guthrie City Hall Council Chambers.

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

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

Members Absent: Trey Ayers

Staff Present:	Wanda Calvert	Randel Shadid	Kim Biggs
	Lance Crenshaw	Rene Spineto	Maxine Pruitt
	Jim Ahlgren	Aaron Barth	Kevin Dixon, Jr.

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

Public Comments. Mr. Christian Lamb addressed the Trustees regarding God's Food Bank, No Appetite for Hunger Food Drive.

Consent Agenda: Motion by Trustee Wood, 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 October 6, 2009.
- B. Consider approval of Claims:

GPWA Fund:	Regular Claims	\$ 16,507.81
Water Treatment Plant Fund:	Regular Claims	\$416,470.49
Utility Deposit Fund:	Regular Claims	\$ <u>226.26</u>
	TOTAL CLAIMS:	\$433,204.56

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

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

Chairman Burtcher declared the motion carried unanimously.

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

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

Chairman Burtcher declared the motion carried unanimously at 7:20 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Chairman



GUTHRIE PUBLIC WORKS AUTHORITY

CLAIMS

November 3, 2009

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

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

Kevin Dixon Jr.
Senior Buyer
Administrative Services

Monthly Claims Approved As Per Ordinance #2973
By City Manager

City Manager

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
0168750	MCLAIN-CHITWOOD (358)	Misc. Office Supplies	01-01-00-6100	\$13.80
169154	MCLAIN-CHITWOOD (358)	Misc. Office Supplies	01-01-00-6100	\$574.93
2029596OCT200	MCLAIN-CHITWOOD (358)		01-01-00-6100	(\$1.68)
9822879	QUILL CORPORATION(489)	Misc. Office Supplies	01-01-00-6100	\$911.49
2029594/OCT20	GHM ENTERPRISES (1097)	Dust Mop Cleaning	01-01-00-6103	\$3.60
0001835	HURLEY PLUMBING(267)	Misc. Repairs	01-01-00-6112	\$50.00
289931656	TERMINEX 22413	Pest Control	01-01-00-6112	\$90.00
3197	FORMS PLUS (185)	Order Checks	01-01-00-6308	\$407.05
2335	UNIQUE DESIGNS (21785)	Vinyl Garage Sales Signs plus Shipping	01-01-00-6308	\$416.00
2029615oct2009	JOHN WOOD 22508	Reimbursement for OML Water Summit Wor	01-01-00-6312	\$85.00
6331664551	ALLTEL COMMUNICATIONS,INC.(	Cell phone serves	01-01-00-6318	\$174.54
6331656344	ALLTEL (BLACKBERRY SERVICE	Monthly Billing Black berry phones	01-01-00-6318	\$167.34
2029733oct2009	CITY TREASURERS (105)	Swim Pool Cash Box/Shirt	01-01-00-6346	\$57.00
2029454NOV09	GODDARD ENTERPRISES (798)	Siren Maint.	01-01-00-6372	\$200.00
29115(01)	MYERS ENGINEERING CORPOR	Second ARRA Projet #2 for Walnut Street, S	01-01-00-6373	\$595.00
		Total		\$3,744.07
		Total GENERAL GOVERNMENT		\$3,744.07
2029686-2009	RANDEL C. SHADID(20656)	Reimbursement for Postate Seminars and Mi	01-02-20-6054	\$5.82
		Total CITY MANAGER		\$5.82
00019257200909	THE OKLAHOMAN (786)	Classified Ad for City Manager - Sunday, Sep	01-02-24-6334	\$465.53
		Total HUMAN RESOURCES		\$465.53
		Total ADMINISTRATION		\$471.35
033380	O.M.L.(426)	2009 OMCCA Fall Conference for Kristen Ha	01-03-30-6048	\$155.00
2029731oct2009	OKLA STATE UNIVERSITY(437)	Registration fee for osu Municipal Clerks & Tr	01-03-30-6048	\$190.00
2029733oct2009	CITY TREASURERS (105)	Filing at Courthouse	01-03-30-6355	\$196.00
		Total FINANCE		\$541.00
		Total FINANCE		\$541.00
711746	SMART TECHNOLOGIES (21652)	Exchange Server Configuration and Software	01-04-45-6125	\$3,118.50
711745	SMART TECHNOLOGIES (21652)	Firewall with Wireless	01-04-45-6126	\$1,240.71
2029452NOV09	COX COMMUNICATIONS(20698)	City Hall and Fire Dept. Internet services	01-04-45-6381	\$279.90
edu251	PANOPTO 22357	CourseCast Hosted Video - October 2009	01-04-45-6381	\$49.00
		Total INFORMATION SERVICES		\$4,688.11
		Total INFORMATION SERVICES		\$4,688.11
2029633oct2009	WILLOBY'S WHOLESALE (631)	Doug Weir Work Boots	01-05-50-6110	\$139.95
CNIN061606BMI	BMI SYSTEMS, INC. (664)	Maintenance for Planning Canon Copier	01-05-50-6317	\$203.00
100709-web	VILLAGIS 22288	VillaGIS Web Hosting 4th Quarter	01-05-50-6356	\$2,250.00
		Total COMMUNITY DEVELOPMENT		\$2,592.95
2029559oct2009	STEVE MCCAULEY 22442	Abatement for 823 North Broad, 208 South A	01-05-51-6354	\$635.00
		Total CODE COMPLIANCE		\$635.00
		Total PLANNING		\$3,227.95
289931655	TERMINEX 22413	Pest Control	01-06-60-6112	\$50.00
CNIN061166BMI	BMI SYSTEMS, INC. (664)	Maintenance for Library Canon Copier	01-06-60-6317	\$137.93
		Total LIBRARY		\$187.93

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
Total LIBRARY				\$187.93
2029737	ANDREW BARR 22450	REIMBURSEMENT FOR MILEAGE TO AND	01-07-70-6118	\$609.28
341553	RDJ SPECIALTIES, INC. (21679)	Halloween Bags plus Shipping	01-07-70-6122	\$416.77
2029632oct-200	SHAWNS AUTOMOTIVE(21234)	Towing of GPD to GMS from Shawnee and T	01-07-70-6316	\$287.00
72325	BOLAY COMMUNICATIONS(106)	Radios/Antennas, Chargers and Speakers	01-07-70-6318	\$723.34
Total POLICE ADMINISTRATION				\$2,036.39
290074990	TERMINEX 22413	Pest Control	01-07-72-6112	\$40.00
Total ANIMAL CONTROL				\$40.00
04-1002838	OKLA DEPARTMENT OF PUBLIC	OLETS User Fee	01-07-79-6304	\$350.00
Total COMMUNICATIONS				\$350.00
Total POLICE				\$2,426.39
127676	SPECIAL-OPS UNIFORMS, INC.(5	Misc. Supplies & Uniforms	01-09-90-6016	\$96.86
145985	NAPA (30)	Misc. Supplies	01-09-90-6316	\$23.88
01009079	SUTPHEN TOWERS, INC.(567)	Repair Q-1	01-09-90-6316	\$1,144.90
159525	CHIEF FIRE & SAFETY(92)	Red Light for Emergency - 1	01-09-90-6317	\$152.00
3537885	RICOH AMERICAS CORPORATIO	Copy Machine Maintenance	01-09-90-6317	\$115.96
152448	GREG ROBERTS (21015)	Annual Pump Test, E1, E3 and Q1	01-09-90-6362	\$450.00
Total SUPPRESSION				\$1,983.60
0417904	WORKRITE UNIFORM CO. INC(6	Uniforms	01-09-92-6016	\$112.11
inv1215209	EMERGENCY MEDICAL PRODUC	EMS Supplies	01-09-92-6104	\$1,267.28
inv1216300	EMERGENCY MEDICAL PRODUC	Foam Hand Rinse and Holder	01-09-92-6104	\$45.42
pe68955	LAMPTON WELDING SUPPLY(32	Oxygen	01-09-92-6104	\$26.00
2029532oct2009	GHM ENTERPRISES (1097)	Laundry	01-09-92-6310	\$4.80
Total EMS				\$1,455.61
9927	ADVANCED FIRE EQUIPMENT(14	Recharge Fire Extinguisher	01-09-96-6102	\$22.50
2321572	OKLA HOME CENTERS, INC. (20	Misc. Supplies	01-09-96-6114	\$7.58
2322549	OKLA HOME CENTERS, INC. (20	Misc. Supplies	01-09-96-6114	\$7.76
014302	WADE'S HARDWARE (607)	Helium	01-09-96-6121	\$85.06
Total PREVENTION				\$122.90
Total FIRE				\$3,562.11
2029660oct2009	GUTHRIE TAG AGENCY(243)	Inspection Fee - Lowboy Trailer	01-12-00-6316	\$4.00
Total				\$4.00
Total STREET				\$4.00
2029579oct2009	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$45.08
8250506901	UNIFIRST(20865)	Uniform and Shop Towel Service	01-14-00-6016	\$45.08
Total				\$90.16
2029408OCT200	COUNTRY FORD-MERCURY (130	Misc. Ford Parts	01-14-41-6116	\$87.95
40145	COUNTRY FORD-MERCURY (130	Misc. Ford Parts	01-14-41-6116	\$89.34
40187	COUNTRY FORD-MERCURY (130	Misc. Ford Parts	01-14-41-6116	\$23.24
353628	GUTHRIE AUTO TRIM(232)	Seat Repairs on Fleet Vehicles	01-14-41-6116	\$100.00
121870, 121885,	JOHN VANCE MOTORS(602)	Misc. GM and Chrysler Parts	01-14-41-6116	\$18.08
121870, 121885,	JOHN VANCE MOTORS(602)	Misc. GM and Chrysler Parts	01-14-41-6116	\$315.00
121870, 121885,	JOHN VANCE MOTORS(602)	Misc. GM and Chrysler Parts	01-14-41-6116	\$378.31
145940	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$10.58

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
145941	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$45.42
146095	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$5.83
146134	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$70.00
146158.	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$29.75
146283	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$3.31
146429	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$44.88
146476	NAPA (30)	Misc. Auto Repair Parts	01-14-41-6116	\$11.36
0218338865	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$134.80
0218339895	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$61.59
0218339972	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$90.91
02183399756	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$1.49
0218340077	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$22.99
0218340108	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$56.04
0218340443	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$74.92
0218340475	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$1.99
0218341152	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$3.38
0218341162	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$60.17
0218341556	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$36.55
0218342274	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$52.87
0218342282	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$2.99
0218342375	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$35.89
0218342452	O'REILLY AUTO PARTS (952)	Misc. Automotive Parts	01-14-41-6116	\$7.38
0218342576	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$3.69)
0218342741	O'REILLY AUTO PARTS (952)		01-14-41-6116	(\$3.69)
5530763	ROBERTS TRUCK CENTER(2001)	International Truck Parts	01-14-41-6116	\$113.13
		Total FLEET MAINTENANCE		\$1,982.76
		Total FLEET MAINTENANCE		\$2,072.92
145105	NAPA (30)	Zip Ties, Screws and Lockpins	01-15-11-6112	\$1.62
145239	NAPA (30)	Zip Ties, Screws and Lockpins	01-15-11-6112	\$18.60
145659	NAPA (30)	Zip Ties, Screws and Lockpins	01-15-11-6112	\$135.91
2029549oct2009	WILLOBY'S WHOLESALE (631)	T-Posts	01-15-11-6112	\$169.60
479882-001	PIONEER EQUIPMENT RENTAL,	Oil Filters, Hydrant Filters, Spark Plugs, Mow	01-15-11-6317	\$107.97
482869-0001	PIONEER EQUIPMENT RENTAL,	Oil Filters, Hydrant Filters, Spark Plugs, Mow	01-15-11-6317	\$164.15
4959	SUTTON TRACTOR (21650)	Mowers Blades, Pulley and Oil Filters	01-15-11-6317	\$51.27
		Total PARKS		\$649.12
		Total PARKS & PUBLIC GROUNDS		\$649.12
		Total GENERAL FUND		\$21,574.95
Rent - OCTOBE	WASTE CONNECTIONS, INC (21		20-00-00-5466	(\$250.00)
2029733oct2009	CITY TREASURERS (105)	Reimbursement Overdraft Charges/Refund P	20-00-00-5480	\$266.00
		Total		\$16.00
		Total		\$16.00
290023890	TERMINEX 22413	Pest Control	20-21-00-6112	\$65.00
2029457NOV09	USPS - UNITED STATES POSTAL	Postage Meter	20-21-00-6309	\$1,000.00
CNIN060923BMI	BMI SYSTEMS, INC. (664)	Maintenance dor Municipal Serv. Canon Copi	20-21-00-6317	\$124.20
6331664551	ALLTEL COMMUNICATIONS,INC.(	Cell phone serves	20-21-00-6318	\$231.36
6331656344	ALLTEL (BLACKBERRY SERVICE	Monthly Billing Black berry phones	20-21-00-6318	\$50.00
2029453nov09	COX COMMUNICATIONS(20698)	Water Treatment Plant Internet services	20-21-00-6318	\$59.95

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
5520100342	RISK MANAGEMENT DIVISION(1	Guthrie Fire Department Risk Management A	20-21-00-6326	\$782.00
2029659oct2009	C.A.C. FINANCIAL CORP. (1405)	Collection Fees for September, 2009 through	20-21-00-6340	\$45.81
2029709-oct200	DHH DISPOSAL 22381	Sanitation Service for 21st Stree and Johndol	20-21-00-6348	\$157.50
2029707oct2009	WASTE CONNECTIONS, INC (21	Sanitation Service - Commerical, Residential,	20-21-00-6348	\$65,202.72
29078(02)	MYERS ENGINEERING CORPOR	Engineering Services - Plat of Survey/5.04 Ac	20-21-00-6373	\$650.00
10/14/09	BNSF RAILWAY COMPANY (25)	Lease for Water Pumping Facility at Guthrie,	20-21-00-6382	\$100.00
		Total		\$68,468.54
		Total PUBLIC WORKS GENERAL		\$68,468.54
2029686-2009	VALERIE EPPERSON (329)	Mileage Reimbursement for FY 2009 - 2010	20-22-00-6047	\$13.75
		Total		\$13.75
		Total PUBLIC WORKS ADMINISTRATION		\$13.75
160795	ALTIVIA(20798)	Chlorine Gas	20-23-00-6104	\$850.00
9i23028	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$40.00
9i23029	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$50.00
9j07045	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$125.00
9j07049	ACCURATE ENVIRONMENTAL,LL	Testing	20-23-00-6303	\$50.00
		Total		\$1,115.00
		Total WATER PLANT		\$1,115.00
2029620oct2009	WILLOBY'S WHOLESALE (631)	Work Jeans for Budge Year FY 2009-2010	20-24-00-6016	\$774.00
su11235	ACCURATE ENVIRONMENTAL,LL	Sodium Hydroxide (14764-53)	20-24-00-6109	\$26.59
1403	ELITE POWER SERVICES, INC.(2	Renewal of Annual Generator Inspection Con	20-24-00-6312	\$5,900.00
1810	S & D ELECTRIC MOTOR SHOP (	Emergency Repair 25 HP Yeoman Pump	20-24-00-6312	\$2,842.68
1811	S & D ELECTRIC MOTOR SHOP (	Estimated Repair of 3HP ABS Pump	20-24-00-6317	\$1,814.84
		Total		\$11,358.11
		Total WASTE WATER TREATMENT PLANT		\$11,358.11
20597226	HSBC BUS.SOLUTIONS (NORTH	Grease Gun for Landfill	20-26-00-6316	\$921.81
20611313	HSBC BUS.SOLUTIONS (NORTH	Air Compressor	20-26-00-6317	\$1,279.98
2029707oct2009	WASTE CONNECTIONS, INC (21	Sanitation Service - Commerical, Residential,	20-26-00-6375	\$5,035.02
		Total		\$7,236.81
		Total CONVENIENCE CENTER		\$7,236.81
10893	J&R EQUIPMENT(21216)	Transporter and Camera Repairs	20-27-00-6317	\$1,322.27
141526	NAPA (30)	Misc Parts	20-27-00-6317	\$274.49
146579	NAPA (30)	Misc Parts	20-27-00-6317	\$103.50
		Total		\$1,700.26
		Total LINE MAINTENANCE		\$1,700.26
		Total GPWA OPERATING FUND		\$89,908.47
2029723oct2009	GUTHRIE CHAMBER OF COMME	Hotel/Motel Tax - Tourism Portion per Agree	45-45-00-6367	\$17,409.08
		Total		\$17,409.08
		Total HOTEL/MOTEL-TOURISM		\$17,409.08
		Total HOTEL/MOTEL TAX FUND		\$17,409.08
CNIN06924BMI	BMI SYSTEMS, INC. (664)	Copy Machine Lease for 6 copiers	54-54-02-6705	\$308.00
		Total ADMINISTRATION		\$308.00

City of Guthrie
A/P Claims List

Invoice #	Vendor	Description	Account	Cost
72005286	DELL FINANCIAL (21623)	Lease Payment AdminSec/Payroll November	54-54-04-6706	\$77.99
72016670	DELL FINANCIAL (21623)	Lease Payment on Finance Desktops Novem	54-54-04-6706	\$478.84
1745240	SUSQUEHANNA COMM. FINANC	Lease BroadcastPix	54-54-04-6706	\$523.38
		Total INFORMATION SERVICES		\$1,080.21
2029678	KALEO CONSTRUCTION, LLC (22	New Roofs on Hoghland Hall and Caretakers	54-54-15-6580	\$36,573.45
		Total PARKS & PUBLIC GROUNDS		\$36,573.45
2029458NOV09	BANCFIRST(884)	Loan for upgrade for both Cameras trucks	54-54-27-6706	\$1,116.00
		Total LINE MAINTENANCE		\$1,116.00
		Total FACILITIES		\$39,077.66
1	KERNS CONSTRUCTION, INC.	Bid #2009-10 - Street Capital Improvement Pr	54-55-12-6521	\$65,493.00
2	KERNS CONSTRUCTION, INC.	Bid #2009-10 - Street Capital Improvement Pr	54-55-12-6521	\$7,277.00
		Total STREET DEPARTMENT		\$72,770.00
		Total INFRASTRUCTURE		\$72,770.00
0401H	WESTQUIP, INC. (22029)	2001 Toyota Fork Truck - Model 7FDU35	54-56-14-6713	\$15,500.00
		Total FLEET MAINTENANCE		\$15,500.00
509735	CLARK EQUIPMENT COMPANY (	E35 ZTS Bobcat compact Excavator Motion	54-56-27-6722	\$28,738.38
		Total LINE MAINTENANCE		\$28,738.38
		Total VEHICLES & EQUIPMENT		\$44,238.38
		Total CAPITAL PROJECTS		\$156,086.04
06-060550-002 R	MISCELLANEOUS		71-00-00-5555	\$16.69
		Total		\$16.69
		Total		\$16.69
		Total UTILITY DEPOSIT FUND		\$16.69
2029542	AARON BARTH 22401	OML Conference 9/22/2009 - 9/24/2009 and	98-98-00-6047	\$162.25
2029673	AAAE (AMERICAN ASSOC. AIRP	American Association of Airport Executive Me	98-98-00-6048	\$275.00
2029607	BLAIR SIGNS (1749)	Sign for GERA Fence	98-98-00-6112	\$30.00
00762675.	OZARKA WATER(20773)	Ozarka Water Dispenser Rental and Water C	98-98-00-6112	\$20.15
290074989	TERMINEX 22413	Pest Control	98-98-00-6112	\$50.00
		Total		\$537.40
		Total AIRPORT FUND		\$537.40
		Total AIRPORT FUND		\$537.40
2029455NOV09	OKLAHOMA DEPARTMENT OF C	Spirit Wing Loan	99-99-00-6702	\$1,041.67
		Total		\$1,041.67
		Total GUTHRIE INDUSTRIAL DEVLEOPMENT		\$1,041.67
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		\$1,041.67
		Total All Funds		\$286,574.30

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

Invoice #	Vendor	Description	Account	Cost
2029695	CREDIT CARD OPERATIONS(206	Calendar order	01-01-00-6100	\$64.02
2029695	CREDIT CARD OPERATIONS(206	Muffins for the Chamber Coffee	01-01-00-6114	\$43.80
2029696	OG&E(405)	Combined Billing for Oct.2009	01-01-00-6305	\$5,457.40
2029696	OG&E(405)	Combined Billing for Oct.2009	01-01-00-6306	\$9,826.85
2029698	OKLA NATURAL GAS COMPANY	Gas Bill for Oct. 2009	01-01-00-6307	\$1,069.31
		Total		\$16,461.38
		Total GENERAL GOVERNMENT		\$16,461.38
2029693	CREDIT CARD OPERATIONS(206	Digital Juice Software	01-04-45-6125	\$97.58
		Total INFORMATION SERVICES		\$97.58
		Total INFORMATION SERVICES		\$97.58
2029530102009	CREDIT CARD OPERATIONS(206	Children's Programming Supplies and Interne	01-06-60-6114	\$249.37
		Total LIBRARY		\$249.37
		Total LIBRARY		\$249.37
2029688102209	CREDIT CARD OPERATIONS(206	Training S. Brown OACA 10/22 and 10/23/20	01-07-70-6110	\$380.94
		Total POLICE ADMINISTRATION		\$380.94
		Total POLICE		\$380.94
2029531	INTERMEDIX (22025)	EMS Billing	01-09-92-6373	\$4,490.64
		Total EMS		\$4,490.64
		Total FIRE		\$4,490.64
		Total GENERAL FUND		\$21,679.91
2029696	OG&E(405)	Combined Billing for Oct.2009	20-21-00-6305	\$9,325.90
2029698	OKLA NATURAL GAS COMPANY	Gas Bill for Oct. 2009	20-21-00-6307	\$390.98
		Total		\$9,716.88
		Total PUBLIC WORKS GENERAL		\$9,716.88
2029537	CREDIT CARD OPERATIONS(206	2009 OMUP Water/Environmental Summit -	20-22-00-6048	\$85.00
		Total		\$85.00
		Total PUBLIC WORKS ADMINISTRATION		\$85.00
2029694	CREDIT CARD OPERATIONS(206	Planner Pages	20-23-00-6114	\$40.72
		Total		\$40.72
		Total WATER PLANT		\$40.72
2029539	CREDIT CARD OPERATIONS(206	Magellan Triton Handheld GPS	20-27-00-6392	\$497.16
		Total		\$497.16
		Total LINE MAINTENANCE		\$497.16
		Total GPWA OPERATING FUND		\$10,339.76
07-071180-009 R	MISCELLANEOUS		71-00-00-5555	\$102.48
08-081517-001 R	MISCELLANEOUS		71-00-00-5555	\$34.82
08-081640-005 R	MISCELLANEOUS		71-00-00-5555	\$0.99
09-092000-005 R	MISCELLANEOUS		71-00-00-5555	\$115.16
10-102490-010 R	MISCELLANEOUS		71-00-00-5555	\$54.00
11-112040-009 R	MISCELLANEOUS		71-00-00-5555	\$236.04

EARLY PAY

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

Invoice #	Vendor	Description	Account	Cost
14-140600-004 R	MISCELLANEOUS		71-00-00-5555	\$25.45
14-141140-002 R	MISCELLANEOUS		71-00-00-5555	\$28.33
14-144104-009 R	MISCELLANEOUS		71-00-00-5555	\$27.44
		Total		\$624.71
		Total		\$624.71
		Total UTILITY DEPOSIT FUND		\$624.71
2029697	CREDIT CARD OPERATIONS(206	Restaurant service during OML conference	98-98-00-6048	\$29.96
2029696	OG&E(405)	Combined Billing for Oct.2009	98-98-00-6305	\$675.55
		Total		\$705.51
		Total AIRPORT FUND		\$705.51
		Total AIRPORT FUND		\$705.51
		Total All Funds		\$33,349.89

EARLY PAY



Agenda Item Cover Letter

Meeting: [X] City Council, [X] GPWA, Other: _____ Date of Meeting: November 3, 2009 Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Budget Amendment No. 10 increasing General Fund, Guthrie Public Works Authority Fund, Water Treatment Plant Fund, GPWA Revenue Bond Trust Accounts Fund, Job Corps Center Sale Fund (Fire Station), Airport Fund and Guthrie Industrial Development Authority for funds received by different entities for Fiscal Year 2009 (Year End).

Summary

Budget Amendment No. 10 is increasing revenue and appropriations for FY 2009 Year End:

- 1. Increased Sales Tax in the amount of \$43,748 which also includes the Transfers in General Fund and GPWA Fund.
2. Increase in the amount of \$75,690 the Transfer to Airport from General Fund to purchase property (note to F & M Bank).
3. Increased in the amount of \$41,507 the Transfer to GIDA from GPWA for a note payment to BancFirst from funds received from sell of property (Logan County Asphalt).
4. Increased Water Treatment Plant Fund in the amount of \$5,183,239 from proceeds received from OWRB and expenditures for projects.
5. Increased Revenue Bond Account Fund in the amount of \$245,957 for funds received and expenditures of payments.
6. Increased in the amount of \$2,500 for the Annual Trust Administrative Charge.
7. Increased in the amount of \$3 for interest income and expenditures of loan payments.

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

Supporting documents attached

- Request for Budget Amendment
Budget Revision Report

Recommendation

Staff recommends approval.

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

**CITY OF GUTHRIE
GUTHRIE PUBLIC WORKS AUTHORITY**

REQUEST FOR BUDGET AMENDMENT

Type of Amendment:

Date: November 3, 2009 for FY 09

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

Amendment No. 10

Funds Effected:

- General Fund - \$119,438
- GPWA Fund - \$84,985
- WTP Fund - \$5,183,239
- GPWA Revenue Bond Trust Accounts Fund - \$245,957
- Job Corps Center Sale Fund (Fire Station) - \$2,500
- Airport Fund - \$75,690
- GIDA Fund - \$41,510

Comments:

Budget Amendment No. 10 is increasing revenue and appropriations for Year End:

- 1. Increased Sales Tax in the amount of \$43,748 which also includes the Transfers in General Fund and GPWA Fund.
- 2. Increase in the amount of \$75,690 the Transfer to Airport from General Fund to purchase property (note to F & M Bank).
- 3. Increased in the amount of \$41,507 the Transfer to GIDA from GPWA for a note payment to BancFirst from funds received from sell of property (Logan County Asphalt).
- 4. Increased Water Treatment Plant Fund in the amount of \$5,183,239 from proceeds received from OWRB and expenditures for projects.
- 5. Increased Revenue Bond Account Fund in the amount of \$245,957 for funds received and expenditures of payments.
- 6. Increased in the amount of \$2,500 for the Annual Trust Administrative Charge.
- 7. Increased in the amount of \$3 for interest income and expenditures of loan payments.

APPROVAL

Date: _____

Purchasing Agent: _____ City Manager: _____

Council Approval Needed? Yes Date Posted: 09-30-09

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
Budget Revision Header

Number	Fiscal Year	Fiscal Period	Reason	Line Number	AccountNumber	Increase	Decrease
179	2009	12	Budget Amendment#10	1	01-00-00-5492 Sales Tax Revenue	43,748.00	0.00
				2	01-01-00-6901 Transfer to GPWA	43,748.00	0.00
				3	20-00-00-5402 Transfer from General	43,748.00	0.00
				4	20-21-00-6900 Transfer to General	43,478.00	0.00
				5	01-00-00-5419 Miscellaneous Income	75,690.00	0.00
				6	01-01-00-6907 Transfer to Airport Fund	75,690.00	0.00
				7	98-00-00-5513 Transfer from General Fund	75,690.00	0.00
				8	98-98-91-6751 F & M Bank Loan (Purchase Prop)	75,690.00	0.00
				9	20-00-00-5412 Property Sold-Lo Co Asphalt	41,507.00	0.00
				10	20-21-00-6908 Transfer to GIDA	41,507.00	0.00
				11	99-99-00-5402 Transfer from GPWA	41,507.00	0.00
				12	99-99-00-6705 Loan Payment (Excel Jet)	41,507.00	0.00
				13	50-00-00-5528 OWRB-DWSRF Loan	5,183,239.00	0.00
				14	50-50-00-6308 Printing	9.00	0.00
				15	50-50-00-6373 Professional Services	5,106,679.00	0.00
				16	50-50-00-6714 OWRB-Construction (WTP)	76,551.00	0.00
				17	52-00-00-5419 Interest Income	245,957.00	0.00
				18	52-52-00-6703 Interest Expense	10,290.00	0.00
				19	52-52-00-6937 Transfer to Sinking Fund	39,904.00	0.00
				20	52-52-00-6939 Transfer to Bank of New York	195,763.00	0.00
				21	85-00-00-5400 Budgeted Fund Balance	2,500.00	0.00
				22	85-85-00-6368 Annual Trust Adm. Charge	2,500.00	0.00
Totals:						11,506,902.00	0.00

City of Guthrie
Budget Revision Header

Number	Fiscal Year	Fiscal Period	Reason	Line Number	Account Number	Increase	Decrease
180	2009	12	Budget Amendment#10	1	20-21-00-6900 Transfer to General Fund	270.00	0.00
				2	99-00-00-5418 Interest Income	3.00	0.00
				3	99-99-00-6702 Loan Payment (Spirit Wing)	1.00	0.00
				4	99-99-00-6703 Loan Payment (EDA Grant)	1.00	0.00
				5	99-99-00-6704 Loan Payment (Excel Jet)	1.00	0.00
Totals:						276.00	0.00

Unposted Budget Revisions

Number	Fiscal Year	Fiscal Period	Reason	Line Number	Account Number	Increase	Decrease
181	2009	12	Budget Amendment No.10	1	01-00-00-5492 Sales Tax Revenue	0.00	43,748.00
				2	01-00-00-5402 Transfer from GPWA	43,748.00	0.00
Totals:						43,748.00	43,748.00

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Agenda Item Cover Letter

Meeting: City Council, GPWA, Other:
Date of Meeting: November 3, 2009
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider Requisition for Payment from the Guthrie Custodial Agency Account to Bank of Oklahoma for the Annual Administration Fee in the amount of \$2,500.

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. Within the Agreement, Bank of Oklahoma is entitled to receive an Annual Fee for administrating the Account.

Funding Expected: Revenue, Expenditure, N/A
Budgeted: Yes, No, N/A
Account Number: 85-85-00-6368, Amount: \$2,500
Legal Review: N/A, Required, Completed Date:
Mayor's Appt.: Yes, 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: Bank of Oklahoma

Address: PO Box 1660 Tulsa, OK 74182

Amount: \$2,500.00

Purpose of Payment: Annual Trustee Fee

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: \$ _____



P.O. Box 1270 | Tulsa, OK 74101-1270



TRUST ADMINISTRATOR
 RACHEL SINGLETON
 (405) 936-3972

INVOICE NUMBER: 5055542
 INVOICE DATE: 10/23/2009
 ANNUAL FEE

TOTAL AMOUNT DUE \$2,500.00

ATTN: WANDA CALVERT
 CITY OF GUTHRIE
 PO BOX 908
 GUTHRIE OK 73044

GUTHRIE PWA CUSTODIAL AGENCY
 ACCT

ACCOUNT NUMBER 75-4036-01-0

SUMMARY OF CHARGES

TRUSTEE FEE	2,500.00 X	1.00	\$2,500.00
TOTAL AMOUNT DUE			\$2,500.00

ACCOUNT(S) LIST

ACCOUNT(S) TITLE
 75-4036-01-0 GUTHRIE PWA CUSTODIAL AGENCY ACCT

THIS INVOICE COVERS OUR FEE FOR THE PERIOD SHOWN ABOVE. PAYMENT IS DUE UPON RECEIPT.
 PLEASE CONTACT YOUR TRUST ADMINISTRATOR WITH ANY QUESTIONS REGARDING THIS INVOICE OR YOUR ACCOUNT.

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Agenda Item Cover Letter

Meeting: X City Council, X GPWA, Other:
Date of Meeting: November 3, 2009
Contact: Wanda Calvert, Interim City Manager

Agenda Item

Consider approval of granting utility easement to OG&E for service to the Water Treatment Plant.

Summary

The proposed Utility Easement is granting OG&E a ten foot wide easement located in the NE/4 of Section 17, Township 16 North, Range 2 West, Logan County, for the transmission and distribution of electrical current to the Water Treatment Plant.

Funding Expected: Revenue, Expenditure, N/A
Budgeted: Yes, No, N/A
Account Number: N/A, Amount: N/A
Legal Review: N/A, Required, Completed Date: 10-30-2009
Mayor's Appt.: Yes, No

Supporting documents attached

- Utility Easement

Recommendation

Staff recommends approval.

Action Needed: Public Hearing, X Motion, Emergency Clause

AFTER RECORDING RETURN TO:
OG&E ELECTRIC SERVICES
ATTN: D. Dorsey
P.O. BOX 321
OKLAHOMA CITY, OK. 73101-0321

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT, **CITY OF GUTHRIE**, a municipal corporation, and also, **GUTHRIE PUBLIC WORKS AUTHORITY**, Grantor (whether one or more) in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate, maintain and reconstruct, above ground and underground, a system of poles, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, upon and across the following real property and premises, situated in Logan County, State of Oklahoma, to wit:

A ten foot (10ft.) wide easement located in:

A part of the NE/4 of Section 17, Township 16N, Range 2W, Logan County, State of Oklahoma.

As further described as commencing at N 35° 52.010' W 97° 25.606' moving north 200feet to end of easement.

Grantor further covenants and agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (1981) Section 142.1, et. seq. (One-call statute).

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of November, 2009.

CITY OF GUTHRIE, OKLAHOMA GUTHRIE PUBLIC WORKS AUTHORITY

Chuck Burtcher
Mayor, City of Guthrie, OK
On behalf of the City Council, City of Guthrie, Oklahoma

ACKNOWLEDGEMENT

STATE OF Oklahoma

COUNTY OF Logan

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, who is personally known to be the same person whose name is subscribed to the foregoing instrument and who acknowledged himself to be the _____ of CITY OF GUTHRIE, OKLAHOMA/GUTHRIE PUBLIC WORKS AUTHORITY, the corporation described in the above instrument, and that he as such officer, being authorized so to do, executed the foregoing in my presence for the purposes contained therein by signing the name of the corporation by himself as such officer.

Witness my hand, at office, this ____ day of _____, 2009.

NOTARY PUBLIC

My commission expires:



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting
November 3, 2009

Contact
Maxine Pruitt, M.S.
Director

Agenda Item

Consider approval of Change Order No. 2 for Section E, Cottonwood Intake Structure, Water Systems Improvements, increasing the contract by \$52,478.00 for Items #2, #3, #4, & #5; and #6 and increasing the number of days by 196 due to waiting time for equipment.

Summary

The proposed request is for an increase of the contract in the amount of \$52,478 as follows:

- 1. Item # 2 is for additional wet well excavation at \$33,400
2. Item #3 is for an extended base, 12" floor, 13' additional wall at \$6,408
3. Item #4 is for a 12" Magnetic Flow Meter w/ 48" CGMP and lid at \$8,365
4. Item #5 is to extend 12" DIP flushing pipe to 30" DIP and attach to wet well wall at \$3,005
5. Item #6 is for an aluminum roof to go over control panels at \$1,300

Items #2, #3, & #5, were added to lower the depth of the well due to poor soil conditions. Item #4 was added at the City of Guthrie's request for maintenance purposes. The proposed increases can be paid from the Contingency Line Item of Loan #ORF-08-0009-DW, which is \$134,131.00 or the ORF-08-0009-DWA Loan which has a contingency of \$450,866. The Contingency Line Items are placed in the budget for these types of occurrences.

The increase of 196 days is due to the time spent waiting on delivery of equipment, changing the substantial completion date to December 31, 2009.

Funding Expected ___ Revenue ___ X Expenditure ___ N/A
Budgeted ___ X Yes ___ No ___ N/A
Account Number Contingency Line #ORF-08-0009 DW Amount \$134,131
Contingency Line #ORF-08-0009 DWA \$450,866
Legal Review ___ X N/A ___ Required Completed Date:
Mayor's Appt. ___ Yes ___ X No

Supporting documents attached

- Change Order #2 (2 pages)

Recommendation

Staff recommends approval.

Action Needed ___ Public Hearing ___ X Motion ___ Emergency Clause

Change Order

No. 2

Date of Issuance: October 2, 2009

Effective Date: _____

Project: Water System Improvements	Owner: City of Guthrie/Guthrie Public Works Authority	Owner's Contract No.: DWSRF No. P40-1020903-02
Contract: Section E-Cottonwood Creek Intake Structure		Date of Contract: January 9, 2009
Contractor: Davenport Construction.		Engineer's Project No.: MEC 27050

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

Description:

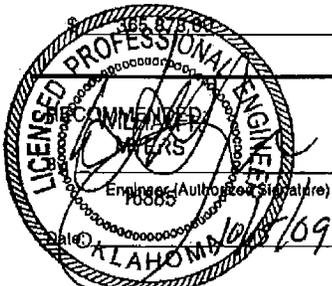
Items 2,3 & 5 were needed to lower depth of well due to poor soil conditions. Item 4 was requested by the City Of Guthrie.

Contract calendar days increased due to wait time for equipment.

Attachments: (List documents supporting change):

Exhibit 'A'

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>313,400.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date) _____ Ready for final payment (days or date): <u>N/A</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> \$ _____	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>313,400.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>September 16, 2009-240 days</u> Ready for final payment (days or date): <u>N/A</u>
[Increase] [Decrease] of this Change Order: \$ <u>52,478.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date) <u>December 31, 2009- 346 days</u> Ready for final payment (days or date) <u>N/A</u>
Contract Price incorporating this Change Order: _____	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>



Approved by _____
Binding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Exhibit A

Change Order #2

Water System Improvements Section D Reticuli Inlets Structure Gates At Liberty & Gullinite Lakes

City of Gullinite/Gullinite Public Works Authority

DW-SRF Project No. P40-3020903-02

MEC Job # 27050

10/2/2009

FOR: Davenport Construction
6001 N. Florence Blvd
Edmond, OK 73054

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

(1) Item	Change	Unit	Quart.	Price	(2) Item Description	Cost	(3) Decrease in contract Price	(4) Increase in contract price
2	add	LS	1	\$33,400.00	Additional Excavation for wet well	\$33,400.00	\$0.00	\$33,400.00
3	add	LS	1	\$6,408.00	Extended Base, 12" floor, 15" additional wall	\$6,408.00	\$0.00	\$6,408.00
4	add	LS	1	\$8,565.00	12" Magnetic Flow meter w/48" CGMP & lid	\$8,565.00	\$0.00	\$8,565.00
5	add	LS	1	\$5,005.00	Extend 12" DIP flushing pipe to 307' DIP and attach to wet well wall	\$5,005.00	\$0.00	\$5,005.00
6	add	LS	1	\$1,300.00	Aluminum roof to go over control panels	\$1,300.00	\$0.00	\$1,300.00
Totals of Columns 3 & 4						\$0.00	\$0.00	\$52,478.00

Difference Between Columns 3 & 4

Total Change

Original Contract Price

Contract with c/o #2

A total number of 196 days shall be added to number of days to this contract. The new number of completion days for this project is 346.

The new completion date of all work is December 31, 2009.

Justification:

Items 2, 3, & 4 were necessary due to poor soil conditions. Item #4 was requested by the City of Gullinite.

Item #6 was added to the contract to meet the provisions of the contract will apply hereto.

Calendar days as shown on the contract.

City of Gullinite.

Contractor.

Engineer

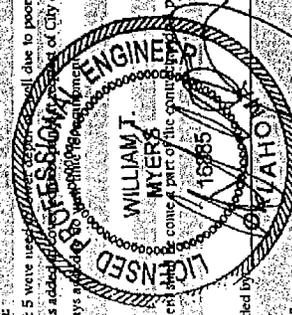
Date

Accepted by:

Date

Accepted by:

Date



10/15/09

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MINUTES

CITY COUNCIL MEETING

October 20, 2009

The regular meeting of the sixtieth City Council of Guthrie, Oklahoma, was posted on Friday, October 16, 2009 and held October 20, 2009 in the Guthrie City Hall Council Chambers.

Mayor Chuck Burtcher called the meeting to order at 7:21 p.m.

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

Members Absent: Trey Ayers

Staff Present:	Wanda Calvert	Randel Shadid	Kim Biggs
	Maxine Pruitt	Lance Crenshaw	Jim Ahlgren
	Rene Spineto	Aaron Barth	Kevin Dixon, Jr.

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

Consent Agenda: Motion by Councilmember Wood, seconded by Councilmember Thomas, moved approval of the Consent Agenda as follows:

A. Consider approval of the minutes from the Regular City Council Meeting held on October 6, 2009.

B. Consider approval of Claims:

General Fund:	Regular Claims	\$ 67,946.28
Centennial Fund:	Regular Claims	\$ 3,530.00
Capital Projects Fund:	Regular Claims	\$ 30,300.68
Airport Fund:	Regular Claims	\$ 443.93
GIDA Fund:	Regular Claims	<u>\$ 10,763.58</u>

TOTAL CLAIMS: \$112,984.47

C. Consider approval of the Treasurer Reports.

D. Consider approval of the Cooperative Service Agreement between the City of Guthrie and the U.S. Department of Agriculture for removal of deer, coyotes and other wildlife on airport grounds.

- E. Consider approval of appointing Teresa Goss to the Guthrie Housing Authority Board of Commissioners to fill the unexpired term of Margaret Hassler (expires August 2010).
- F. Consider approval of the Mayor's appointment of Kathy Robbins to the Guthrie Historic Preservation Commission for a term to expire March 2012.
- G. Consider approval of Assignment of Lease to the Hangar Ground Lease Agreement from Capulet LLC to Alpine Aviation (Hangar No. 16).
- H. Consider approval of the Collective Bargaining Agreement for FY 2010 with employees in the Fraternal Order of Police (FOP), Lodge 105.
- I. Consider approval of the Collective Bargaining Agreement for FY 2010 with employees in the International Association of Fire Fighters (IAFF), Local 2145.

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

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

Mayor Burtcher declared the motion carried unanimously.

Consider approval of loan to Guthrie Industrial Development Authority from the Edmond Economic Development Authority and the Logan County Economic Development Council in an amount not to exceed \$350,000 to be used for construction of ten(10) unit T-Hangar at the Guthrie-Edmond Regional Airport. The Guthrie-Edmond Regional Airport Hangar Committee explored and discussed funding options to construct a ten (10) unit T-Hangar. In order for the project to cash flow, the best financing structure seems to be for the Guthrie Industrial Development Authority (GIDA) to borrow the funds from Edmond Economic Development Authority and the Logan County Economic Development Council in an amount not to exceed \$350,000. The GIDA, a separate public trust, will incur the debt which will be secured solely by the ten unit T-Hangar. This is not a debt of the City of Guthrie or City of Edmond. The Loan Agreements between the Edmond Economic Development Authority and Logan County Economic Development Council will be presented for final approval once the bid to construct the ten (10) unit T-Hangar is awarded. On October 13, 2009 the Guthrie-Edmond Regional Airport Board met and recommended approval of the T-Hangar construction and funding. Motion by Councilmember Thomas, seconded by Councilmember Gomes, moved approval of the concept of the loan to Guthrie Industrial Development Authority from the Edmond Economic Development Authority and the Logan County Economic Development Council in an amount not to exceed \$350,000 to be used for construction of ten (10) unit T-Hangar at the Guthrie-Edmond Regional Airport. Councilmembers entered their votes and the votes were displayed with the following results:

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

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

Consider approval of mortgaging land for ten (10) unit T-Hangar at Guthrie-Edmond Regional Airport as collateral for a loan to build ten (10) unit T-Hangar, the loan to Guthrie Industrial Development Authority from Edmond Economic Development Authority and Logan County Economic Development Council. The Edmond Economic Development Authority and Logan County Economic Development Council will hold the mortgage on the collateral (the hangar) until the loans are repaid, at which time the Guthrie Industrial Development Authority would receive the total income from the rent. Motion by Councilmember Thomas, seconded by Councilmember Coffin, moved approval of mortgaging land for ten (10) unit T-Hangar at Guthrie-Edmond Regional Airport as collateral for a loan to build ten (10) unit T-Hangar, the loan to Guthrie Industrial Development Authority from Edmond Economic Development Authority and Logan County Economic Development Council. Councilmembers entered their votes and the votes were displayed with the following results:

Aye: Burtcher, Gomes, Wood, Thomas, Coffin

Nay: Hazlewood

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

Consider approval of Occupancy Agreement between the City of Guthrie and Kenneth and Terri McBane for occupancy of the Liberty Lake Caretaker House. The proposed Occupancy Agreement was continued at the October 6, 2009 City Council meeting allowing staff time to provide additional information. Staff is still in the process of researching and compiling information requested and is requesting an additional two weeks to complete the research. Motion by Councilmember Coffin, seconded by Councilmember Thomas, moved to continue the Occupancy Agreement between City of Guthrie and Kenneth and Terri McBane until the next regular City Council Meeting, November 3, 2009 to allow staff time to gather additional information. Councilmembers entered their votes and the votes were displayed with the following results:

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

Nay: None

Mayor Burtcher declared the motion carried unanimously.

Consider approval of Oklahoma Municipal Assurance Group 2006-2007 Worker's Compensation Plan Refund Voucher Agreement. On October 5, 2009 Oklahoma Municipal Assurance Group (OMAG) notified the City of Guthrie that we will receive a return from the loss fund for the 2006-2007 Workers' Compensation Plan Year in the amount of \$82,061.08. The refund is the result of our favorable claims activity for that plan year. The proposed agreement gives the City three options for the refund: (a) place the full amount in Escrow with the Group to be used at any time at our request; (b) apply the full amount as credit toward the current quarterly payment for the 2009-2010 Workers' Compensation Premium; or (c) request a refund check for the entire amount. The City has received refund checks in the past and is requesting option C, a refund check for the entire amount, be

approved by City Council. Motion by Councilmember Thomas, seconded by Councilmember Coffin, moved approval of the Oklahoma Municipal Assurance Group 2006-2007 Workers' Compensation Plan Refund Voucher Agreement with option C, a refund check for the entire amount of \$82,061.08. Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously.

Announcements from the City Manager: None.

Requests/comments from members of the City Council. Councilmember Gomes expressed a "Thank You" to City employees for their outstanding and dedicated services.

Councilmember Hazlewood expressed a "Thank You" to Interim City Manager.

Councilmember Coffin informed the City Council and the community of the upcoming events happening in Guthrie and invited the community to participate with the Christmas Train.

Councilmember Wood informed of upcoming events happening in Guthrie and reminded the community of the Water Treatment Plant Fee Exemption Form and the criteria to complete the form.

Mayor Burtcher expressed a "Thank You" to the community for being a great place to raise a family and informed the Christmas Train is a great deal for Guthrie.

Executive Session. Motion by Councilmember Thomas, seconded by Councilmember Coffin, moved approval to convene into Executive Session pursuant to the authority of Title 25, O.S. 2001, Section 307(B)(1) to discuss the employment, hiring, appointment, promotion, demotion, discipline, resignation or termination of Council-appointed employee (City Manager). Councilmembers entered their votes and the votes were displayed with the following results:

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

Mayor Burtcher declared the motion carried unanimously at 7:35 p.m. Attending Executive Session were Mayor Burtcher, Councilmembers Hazlewood, Gomes, Thomas, Coffin, Interim City Manager Wanda Calvert, City Attorney Randel Shadid and Human Resource Manager Jim Ahlgren.

Reconvene. Mayor Burtcher reconvened the Guthrie City Council Meeting at 8:02 p.m. and stated no action was taken in Executive Session.

Consideration of action regarding the employment, hiring, appointment, promotion, demotion, discipline, resignation or termination of Council-appointed employee (City Manager). No action was taken.

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

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

Nay: None

Mayor Burtcher declared the motion carried unanimously at 8:03 p.m.

Wanda Calvert, City Clerk

Chuck Burtcher, Mayor

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CITY OF GUTHRIE

CLAIMS

November 3, 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

November 3, 2009

Contact

Wanda Calvert
City Clerk/Treasurer

Agenda Item

Consider approval of appointing Christopher Foote to the Guthrie Transportation Authority to fill the unexpired term of John Wood (expires January 2010).

Summary

Article 6 of the Declaration of Trust of the Guthrie Transportation Authority states this Trust shall consist of seven persons, each of whom shall be a bona fide resident of the City of Guthrie. Each person shall be appointed by a majority vote of the governing body of the beneficiary (City Council). Councilmember Wood was appointed as a Trustee on the Guthrie Transportation Authority to serve a three year term. In May 2009 Councilmember Wood was appointed as the Official Trustee to the Transportation Authority, which the position is held by a City Councilmember, leaving a vacant position. Councilmember John Wood is recommending Christopher Foote to fill the vacant position.

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

Supporting documents attached

- Applications from Christopher Foote

Recommendation

Staff recommends approval.

Action Needed Public Hearing X Motion Emergency Clause

Wanda Calvert

From: woody_74075@yahoo.com
Sent: Thursday, October 29, 2009 6:20 PM
To: Wanda Calvert
Subject: Re: Transportation Authority Recommendation

Wanda,
I recommend Christopher Foote for the Transportation Authority to fill in the term I vacated.
Thanks,
John

Sent on the Now Network from my Sprint® BlackBerry

City of Guthrie
Application for Boards and Commissions



Please print legibly.

Name Christopher Frote Day Phone 282-5524
Address 1624 W. Logan Ave. Evening Phone (918) 766-1600
Occupation Logan County Systems of Care - P.D. Education Bachelor's - 00
How long have you lived in Guthrie? _____ Years 10 Months

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

1. Which board or commission interests you? Transportation
2. Why are you interested in serving on this board/commission?
Supporting local transportation alternatives
3. In what civic activities have you been involved during the past 3 years?
Human Animal Link of Oklahoma, Guthrie Clearwater Ride
4. What skills and/or experience will you contribute?
5. List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
<u>Ian Shell</u>	<u>3153 Wika Ln. Fayetteville, AR 72704</u>	<u>(918) 630-1903</u>
<u>Jennifer Johnson</u>	<u>827 Timberdell Dr. Norman, OK 73069</u>	<u>325-6543</u>
<u>Justin Fortney</u>	<u>701 E Mansur Guthrie, OK 73044</u>	<u>520-5686</u>

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

Signature

10/26/09

Date

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Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	November 3, 2009	Wanda Calvert
<input type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of re-appointing Ms. Janet Walker to the Guthrie Housing Authority Board of Commissioners to serve a term expiring August 2012.

Summary

At the October 15, 2009 Guthrie Housing Authority regular meeting, the Board of Commissioners unanimously voted to recommend Ms. Janet Walker to serve a three year term. The position was advertised in the Guthrie News Leader.

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

- Letter from Frank Krusemark, Executive Director for the Guthrie Housing Authority
- Janet Walker's application

Recommendation

Staff recommends approval.

Action Needed	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Emergency Clause
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Chairperson
Gary Weeks

Vice Chairperson
Bill Hairston

Commissioner
Janet Walker

Commissioner
Cheri French

Commissioner
Teresa Goss

Executive Director
Frank Krusemark

October 16, 2009

Mr. Chuck Burtcher, Mayor
City of Guthrie
101 N 2nd Street
Guthrie, OK 73044

SUBJECT: Re-appointment of Janet Walker to the Guthrie Housing Authority Board of Commissioners.

Dear Mayor Burtcher:

At the October 15, 2009, Guthrie Housing Authority regular Board Meeting, the Board of Commissioners voted unanimously to recommend Ms. Janet Walker to serve another term. This term will expire August of 2012.

If you have any questions please feel free to call me at 405-282-3246.

Sincerely,

A handwritten signature in blue ink that reads "Frank Krusemark". The signature is written in a cursive, flowing style.

Frank Krusemark
Executive Director

Cc: Wanda Calvert
Board File

Attachment: Janet Walker Application

City of Guthrie
Application for Boards and Commissions



Please print legibly.

Name Janet L Walker, LCSW, LADC Day Phone 282-3326
 Address 319 Wagon Trail Guthrie Evening Phone 282-3326
 Occupation psychotherapist & Christian Counselor Education Masters
 How long have you lived in Guthrie? 5 years 5 months

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

1. Which board or commission interests you? Housing Authority

2. Why are you interested in serving on this board/commission?
 I want to be of service in providing housing to the community, esp. to those who can't afford good housing, and want to improve their standard of living.

3. In what civic activities have you been involved during the past 3 years?
 Guthrie Kiwanis
 Guthrie Partnership for Children
 Guthrie Housing Authority Board Member

4. What skills and/or experience will you contribute?
 I am a licensed clinical social worker and alcohol & drug counselor and while working in the schools, saw the needs of this community. In the past, I served on the Council Rock Bd of Edu. (PA) and have served on many Church Boards over time.

5. List 3 non-relatives who have known you at least 3 years for references.

Name	Address	Phone Number
Diane & Jan Goodyear	Goodyear Green Realtor 110 S. Division, Guthrie	282-7000
Valerie Cotton	Angel Fire - Animal therapy Program County Rd 75, Coyle	466-1541
Cherie Gordon	Aunt Gertrude's House 112 E Oklahoma, Guthrie	260-2345

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

Janet L Walker October 1, 2009
 Signature Date

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Agenda Item Cover Letter

Meeting
[x] City Council
___ GPWA
___ Other: _____

Date of Meeting
November 3, 2009

Contact
Rene Spineto

Agenda Item

Consider approval of Performance Agreement with Sue DuCharme of 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.

As Director of Neighborhood Solutions, Sue DuCharme has established an organization that facilitates the creation and maintenance of Neighborhood Associations in Guthrie. These associations share information among their members and assist their neighbors by supporting efforts relating to beautification, home repair, home ownership and other neighborhood functions, as well as provide a mechanism for communications between the neighborhoods and the City.

The City of Guthrie has recognized the benefits of Neighborhood Solutions through a Resolution of Support, previously adopted by the City Council. (A copy of that Resolution is attached.) Ms. DuCharme has been volunteering her time for over one year to develop the Neighborhood Solutions program. Given the positive impact made on the Guthrie community by Ms. DuCharme and the Neighborhood Solutions Board, previous City Manager Melody Kellogg requested a Performance Agreement and compensation schedule be established to ensure the continued activity of this successful program.

Attached is the Performance Agreement for Sue DuCharme to provide contract work to maintain a neighborhood resource center. Ms. DuCharme is an independent contractor and not an employee of the City. Her office hours are from 11:00 a.m. to 3:00 p.m., four days per week, plus evening meetings with the Board and multiple Neighborhood Associations. The contract provides an annual compensation of \$15,000, paid in monthly installments of \$1,250.

Funding Expected ___ Revenue [x] Expenditure ___ N/A

Budgeted [x] Yes ___ No ___ N/A

Account Number 01-05-50-6054 Amount \$15,000

Legal Review ___ N/A [x] Required Completed Date: 10-01-2009

Mayor's Appt. ___ Yes [x] No

Supporting documents attached:

- Resolution No. 2009 -15
- Performance Agreement

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

PERFORMANCE AGREEMENT

This Work for Hire Agreement (this "Agreement") is made as of October 1, 2009 by and between **The City of Guthrie, at 101 N. 2nd Street, Guthrie, Oklahoma 73044, Logan County, and Sue DuCharme, 6315 Lakeside Drive, Guthrie, Oklahoma 73044.** In the Agreement, the party who is contracting to receive services shall be referred to as "The City," and the party who will be providing the services shall be referred to as "Sue DuCharme."

1. **DESCRIPTION OF SERVICES:** Beginning on October 1, 2009, Sue DuCharme will provide the following services (collectively, the "Services"): administer a Neighborhood Resource Center, which assists in the establishment of Guthrie Neighborhood Associations, attend Neighborhood Association meetings, assist Neighborhood Associations with newsletter editing, provide credit counseling services, provide home ownership counseling services, assist residents with USDA (and other) applications for loans for home ownership and home repair, maintain records of all applications, conduct neighborhood leadership classes, and assist the Guthrie Community Development Office with Grant applications. As grant funding is awarded, the scope will expand to include coordination with the Community Development Office of neighborhood rehabilitation and infill housing.
2. **PAYMENT FOR SERVICES:** The City will pay compensation to Sue DuCharme for the Services based on \$15,000 annually in monthly installments of \$1,250.00 to be paid on the _____ of each month. In addition to annual compensation, The City will reimburse Sue DuCharme for the following reasonable "out-of-pocket" expenses in accordance with The City policies, and as approved by the Guthrie City Manager, in effect from time to time: City directed travel expenses outside the Guthrie area, cost of The City related education, and The City directed seminar attendance fees.
3. **TERM/TERMINATION:** Sue DuCharme's term of service under this Agreement shall be for one year, beginning on October 1, 2009. This Agreement may be terminated by The City upon 30 days written notice and by Sue DuCharme upon 30 days written notice. If The City shall so terminate this Agreement, Sue DuCharme shall be entitled to compensation for work performed. The compensation paid under this Agreement shall be Sue DuCharme's exclusive remedy.
4. **RELATIONSHIP OF PARTIES:** It is understood by the parties that Sue DuCharme is an independent contractor with respect of The City, and not an employee of The City. The City will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit, for the benefit of Sue DuCharme.
5. **WORK PRODUCT OWNERSHIP:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Sue DuCharme in connection with the Services, shall be the exclusive

property of The City. Upon request, Sue DuCharme shall sign all documents necessary to confirm or perfect the exclusive ownership of The City to the Work Product. This provision shall continue to be effective after the termination of this Agreement. Upon termination of the Agreement, Sue DuCharme will return to The City all records, notes, documents and other items that were used, created, or controlled by Sue DuCharme during the term of this Agreement. Sue DuCharme recognizes The City has and will have information regarding the following: technical matters, business affairs, customers list, future plans, and costs.

6. **INJURIES:** Sue DuCharme acknowledges Sue DuCharme's obligation to obtain appropriate insurance coverage for the benefit of Sue DuCharme. Sue DuCharme waives the rights to recovery from The City for any injuries that Sue DuCharme (and/or Sue DuCharme's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Sue DuCharme.
7. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
8. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that, any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, such provision shall be deemed to be written, construed, and enforced as so limited.
9. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Oklahoma.
10. **BEST EFFORTS OF CONTRACTOR:** Sue DuCharme agrees to perform faithfully, industriously, and to the best of Sue DuCharme's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of The City. Such duties shall be provided at such work place (s) as the needs, business, or opportunity of The City may require from time to time.
11. **CONTRACTOR'S INABILITY TO CONTRACT FOR EMPLOYER:** Sue DuCharme shall not have the right to make any contracts or commitments for or on behalf of The City.
12. **COMPLIANCE WITH RULES:** Sue DuCharme agrees to comply with all of the rules and regulations of The City.
13. **CONFIDENTIALITY:** Sue DuCharme will not at any time or in any manner, directly or indirectly, use for personal benefit of Sue DuCharme, or divulge, disclose, or communicate in any manner any information that is proprietary to The City. Sue DuCharme will protect such information and treat it as strictly confidential
14. **RETURN OF PROPERTY:** Upon termination of this Agreement, Sue DuCharme shall deliver to the City all property which is the City's property or related to The City's

business (including keys, records, notes, data, memoranda, models, and equipment) that is in Sue DuCharme's possession.

15. **NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Contractee: City of Guthrie, 101 N. 2nd Street, Guthrie, Oklahoma 73044

Contractor: Sue DuCharme, 6315 Lakeside Drive, Guthrie, Oklahoma 73044

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

16. **AMENDMENT:** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

17. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

PARTY CONTRACTING SERVICES: City of Guthrie, Oklahoma

Chuck Burtcher, Mayor

Date

SERVICE PROVIDER: Sue DuCharme

Sue DuCharme

Date



Agenda Item Cover Letter

Meeting: [x] City Council, [] GPWA, [] Other:
Date of Meeting: November 3, 2009
Contact: Wanda Calvert, City Clerk/Treasurer

Agenda Item

Consider approval of Agreement between the City of Guthrie and Guthrie Chamber of Commerce for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie to be funded by the Hotel/Motel Tax receipts.

Summary

The proposed agreement is a renewal. The term of the agreement is for one year, October 1, 2009 through September 30, 2010. The City of Guthrie levied a four percent (4%) hotel/motel excise tax upon the gross proceeds or receipts derived from all rent for every occupancy of a room or rooms in a hotel and motel and other sleeping accommodations in the City of Guthrie.

Funding Expected: [] Revenue, [x] Expenditure, [] N/A
Budgeted: [x] Yes, [] No, [] N/A
Account Number: 45-45-00-6367, Amount: \$76,000
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

This Agreement made and entered 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 Guthrie Chamber of Commerce, an Oklahoma not-for-profit corporation (hereinafter referred to as "Chamber"), party of the second part.

W I T N E S S E T H:

WHEREAS, the qualified electors of the City of Guthrie, Oklahoma, have heretofore approved the levy of a four percent (4%) hotel/motel excise tax upon the gross proceeds or gross receipts derived from all rent for every occupancy of a room or rooms in a hotel and motel and other sleeping accommodations in the City; and

WHEREAS, the City previously entered into an agreement with the Guthrie Convention and Visitor's Bureau, Inc., to administer the revenues generated by the hotel/motel tax for the purpose of promoting the tourism industry in Guthrie, Oklahoma; and

WHEREAS, the Guthrie Convention and Visitor's Bureau, Inc. has been absorbed by the Chamber, acting as a subsidiary body of the Chamber, subject and subordinate to the actions of the Board of Directors of the Chamber; and

WHEREAS, the Chamber is an Oklahoma not-for-profit corporation created for the purpose of promoting and fostering commerce and tourism in Guthrie, Oklahoma; and

WHEREAS, the Chamber has agreed to assume the function and responsibility for the administration of such revenues to be devoted to tourism development in the City of Guthrie, previously held by the Bureau; and

WHEREAS, the governing body of the City of Guthrie has determined it is necessary and in the best interest of the City to transfer to the Chamber, pursuant to the terms of a written agreement, the remaining two-thirds (2/3) of the proceeds derived from the aforesaid hotel/motel excise tax levy to be used solely for the purpose of encouraging, promoting, fostering and administrating the tourism development of the City.

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

1. TERM:

- a. This agreement shall be effective from October 1, 2009 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, at the option of the City Council, be extended by simple majority vote of the City Council of the City.

2. CANCELLATION:

- a. This Agreement may be canceled at any time during its term by simple majority vote of the City Council of the City, for any of the following conditions:
 - 1) Failure of the Chamber to comply with any of the conditions of this Agreement or the use of any of the tax proceeds paid hereunder by the Chamber for any purpose other than that expressly provided herein;
 - 2) When and in the event the Chamber may dissolve, disband or becomes a debtor in bankruptcy or is insolvent;
 - 3) Any illegal activity conducted or sponsored by the Chamber;
 - 4) Misrepresentation by the Chamber to a third party of any services available through the City or The Guthrie Public Works Authority, beyond those specifically authorized by the City; or
 - 5) Failure to prepare, or cause to be prepared, and to file in a timely manner with the City Manager any financial information, reports or audits required under this agreement or requested by the City.
- 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, and all funds paid over to the Chamber by the City, which are unearned, shall be pro-rated and refunded to the City.

3. CITY REPRESENTATION:

- a. The City shall be represented at the Chamber by City's appointees selected in any manner deemed appropriate by the City.
- b. The City shall be represented at the Chamber by a number of voting members equal to the greatest number of voting members representing any other organization, group or individual concern, providing that the minimum number of City voting members shall not be less than two (2). The number of City representatives shall be increased proportionately in the event the number of Chamber Board Directors increases.

4. FINANCIAL SUPPORT:

- a. The City shall maintain a minimum balance of five hundred dollars (\$500.00) at all times in its hotel/motel tax receipts account. The City shall pay to the Chamber the remaining two-thirds (2/3) of the total receipts actually derived by the City from the levy of a four percent (4%) hotel/motel tax levy during the preceding three (3) month period during the term of this agreement less the aforesaid minimum balance of five

hundred dollars (\$500.00), to be paid in four (4) quarterly installments. Installments shall be payable on a quarterly basis in the following months:

1 st Quarter	February
2 nd Quarter	May
3 rd Quarter	August
4 th Quarter	November

- b. (1) It is expressly agreed between the parties hereto that all tax proceeds paid by the City to the Chamber shall be used solely for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie, Oklahoma, as approved and authorized by the qualified electors of the City.

(2) It is also expressly agreed that any supplemental funding that may be provided to the Chamber by the City will be subject to the terms of this Agreement.
- c. The Chamber agrees that all funds received by it from the City representing revenues from the hotel/motel tax shall be deposited and maintained in a separate account from the general operating funds of the Chamber, and that such funds shall not be commingled with any other revenues of the Chamber.
- d. The Chamber shall submit to the City, in writing, the following items:
 - (1) in January of each year, an annual budget, which shall include Chamber organizational goals and objectives for the upcoming year and actual accomplishments from the previous fiscal year,
 - (2) in July of each year, a marketing plan outlining the Chamber's use of funding under this Agreement,
 - (3) quarterly reports to the City Council of the City of Guthrie as to its financial condition, projects status and progress towards achieving goals and objectives. This report shall include a certification that all funds received from the City were expended for the purpose of encouraging, promoting and fostering tourism in the City of Guthrie, Oklahoma, and administering a program to accomplish the same.
 - (4) The Chamber will provide the City quarterly a copy of the hotel/motel tax check register showing to whom hotel/motel funds were paid and in what amount.
- e. The Chamber agrees to provide all necessary documentations to the City Manager for an annual review of all funds paid to Chamber by the City. Should for any reason the Chamber disband or dissolve, or the City exercise its rights under Section 2 of this Agreement, then and in either event the Chamber shall provide a final audit as hereinabove described.
- f. In order to clarify what are allowable overhead expenditures out of hotel/motel tax funds it is agreed that Chamber may use twenty-five percent

(25%) of the funds received for overhead. Overhead includes managerial administration, accounting, audit, equipment lease, gas, electric, memberships, dues, rent, supplies, and window cleaning. The remaining seventy-five percent (75%) of the funds shall be used for promotion of tourism only. Promotion shall include advertising, reasonable amounts for conferences and seminars, familiarization tours, postage and direct mail, two-thirds (2/3) of telephone direct line, 1-800 telephone, trade shows, reasonable travel, and website development.

5. INDEMNIFICATION:

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

IN WITNESS WHEREOF, the parties have set their hands to this Agreement this _____ day of _____, 2009, to be signed and executed on behalf of the City of Guthrie by its Mayor and duly attested by its Secretary and signed and executed by the President of the Guthrie Chamber of Commerce, who is not a member of the City Council, and attested by the Secretary to the Chamber, both in duplicate.

CITY OF GUTHRIE, OKLAHOMA

Mayor

ATTEST: (Seal)

City Clerk

APPROVED AS TO FORM:

City Attorney

GUTHRIE CHAMBER OF COMMERCE

Board President

ATTEST: (Seal)

Secretary

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Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	November 3, 2009	Rene Spineto
<input type="checkbox"/> GPWA		
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of adopting Ordinance No. 3205, creating Chapter 2, Article 5 of the Guthrie Code of Ordinances, establishing a Special Event Permit.

Summary

The proposed Ordinance revises Chapter 2 of the Guthrie Code of Ordinances, creating a new Article 5: Special Event Permit for the sale of intoxicating beverages.

A Special Event Permit may be issued to an organization, association, or nonprofit corporation, organized for political, fraternal, charitable, religious or social purposes. The holder of the Special Event Permit is authorized to sell and distribute intoxicating beverages and low-point beer for consumption on the premises for which the license is issued for a temporary period.

Prior to applying for a Special Event Permit, the applicant must first receive a Special Event License from the Oklahoma ABLE Commission, the State regulatory agency which oversees the sale of intoxicating beverages. This City of Guthrie Special Event Permit will allow an association, organization or non-profit to use their State of Oklahoma issued Special Event Permit within the city limits of Guthrie. Without this City Ordinance, the State-issued licenses would not be recognized. Recent Festival organizers have requested the City adopt this enabling Ordinance to simplify the process for allowing the sale of beverages during City-sanctioned events.

The State of Oklahoma does not allow a municipality to charge more than the ABLE Commission charges for a Special Event License. Therefore, the cost for a City of Guthrie issued Permit will be the same as the ABLE Commission issued License, which is \$55 for an annual permit.

The annual Special Event Permit shall be valid for a period of one calendar year, and shall authorize the holder to hold up to four events over a period of one year, not to exceed two such events in any three-month period. Each event can be for one day or up to fourteen consecutive days.

The designated area of the Special Event Permit must be within an enclosed structure.

Funding Expected	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>01-00-00-5450</u>	Amount	<u>\$55</u>
Legal Review	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>10-29-2009</u>

Mayor's Appt. ___ Yes X No

Supporting documents attached

- Special Event Permit Ordinance

Recommendation

Staff recommends approval.

Action Needed ___ Public Hearing X Motion ___ Emergency Clause

ORDINANCE NO. 3205

AN ORDINANCE REVISING CHAPTER 2 OF THE GUTHRIE CODE OF ORDINANCES PROVIDING FOR A SPECIAL EVENT PERMIT WITHIN THE CITY LIMITS OF THE CITY OF GUTHRIE, OKLAHOMA; ALLOWING THE TEMPORARY SALE OF INTOXICATING BEVERAGES BY AN ORGANIZATION, ASSOCIATION, OR NONPROFIT CORPORATION.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GUTHRIE, OKLAHOMA;

Chapter 2 of the Guthrie City Code is hereby revised to read as follows:

ARTICLE 5: SPECIAL EVENT PERMIT – INTOXICATING BEVERAGES

§ 2-150. PERMIT REQUIRED.

(A) A Special Event Permit may be issued to an organization, association, or nonprofit corporation, organized for political, fraternal, charitable, religious or social purposes.

(B) The holder of the special event license is authorized to sell and distribute intoxicating beverages and low-point beer for consumption on the premises for which the license is issued.

(C) A Special Event License issued to the applicant by the Oklahoma ABLE Commission must be presented with the application for the Guthrie Special Event Permit.

§ 2-151. TIME.

(A) An annual Special Event Permit shall be valid for a period of one calendar year, and shall authorize the holder to hold up to four (4) events over a period of one year, not to exceed two such events in any three-month period. Each event can be for one day or up to fourteen (14) consecutive days.

(B) A Special Event Permit may be used on the approved dates from 11:00 a.m. to 2:00 a.m. daily.

(C) The Special Event Permit shall be used for the events specifically noted in the application. Changes in the date(s) of any event must be submitted to the City of Guthrie Planning Department not less than ten (10) days before the event is held.

§ 2-152. LOCATION.

The designated area of the Special Event Permit must be within an enclosed structure, otherwise approval must be granted by the Guthrie City Council.

§ 2-153. FEE.

(A) No person shall operate a Special Event where intoxicating beverages are sold without first obtaining a permit from the Guthrie Planning Department.

(B) Persons required to obtain a Special Event Permit pursuant to the provision of this article shall pay to the City a fee in the amount established in the General Schedule of Fees.

Adopted and approved by the City Council of the City of Guthrie the 3rd day of November, 2009.

Chuck Burtcher, Mayor

ATTEST: Seal

Wanda Calvert, City Clerk

APPROVED AS TO SUBSTANCE
AND FORM:

Randel Shadid, City Attorney



Agenda Item Cover Letter

Meeting
[X] City Council
GPWA
Other:

Date of Meeting
November 3, 2009

Contact
Maxine Pruitt
Municipal Services
Director

Agenda Item

Consider approval of Resolution No. 2009-19, to execute the Right-of-Way, Public Utility and Encroachment Agreement with the Oklahoma Department of Transportation (ODOT), in connection with the construction of a public project known as Federal Project No. IMY-0035-4(215)151, State Project No. J/P 24217(04) Construction, (06) R/W, (07) Utilities Logan County, I-35 and Seward Road Interchange.

Summary

On October 16, 2009 the City of Guthrie received a packet from ODOT regarding the Bridge and Approaches of I-35 and Seward Road Interchange Project. The proposed Resolution is authorizing the execution of said agreement in connection with the construction of the bridge and approaches of I-35 and Seward Road Interchange Project. With only a portion of the Interchange Project being inside Guthrie city limits, the City would be responsible for 10% of the portion of the total utility adjustment costs or approximately \$2,486, the estimate provided by ODOT. The bids for this project would not be let until October 13, 2012, which would give ample time for planning for the funding of the City's portion.

Funding Expected Revenue [X] Expenditure N/A
Budgeted Yes [X] No N/A
Account Number 01-01-00-6346 Amount \$2,486
Legal Review N/A [X] Required Completed Date: 10-29-2009
Mayor's Appt. Yes [X] No

Supporting documents attached

- Resolution No. 2009-19
Right-of-Way, Public Utility and Encroachment Agreement
Revised Utility Cost Estimate

Recommendation

Staff recommends approval.

Action Needed Public Hearing [X] Motion Emergency Clause



OKLAHOMA DEPARTMENT OF TRANSPORTATION
200 N.E. 21st Street
Oklahoma City, OK 73105-3204

October 16, 2009

The Honorable Chuck Burtcher, Mayor
City of Guthrie
101 North Second
Guthrie, OK 73044

RE: Right-of-way, Public Utility and Encroachment Agreement
Federal Project Number – IMY-0035-4(215)151
State Project Number - J/P 24217(04)Construction, (06)R/W, (07)Utilities
Logan County
I-35 & Seward Road Interchange, approx. 5 Miles N. of the Oklahoma C/L

Dear Honorable Mayor:

Four originals of the subject agreement with the attached utility cost allocation are being provided for your information and processing for this project. The project consists of Bridge and Approaches of I-35 & Seward Road Interchange, approximately 5 Miles N. of the Oklahoma County Line.

Please return the signed agreements to: **Oklahoma Department of Transportation, R/W Division, Room 3-B4, 200 N.E. 21ST Street, Oklahoma City, OK 73105-3204.**

If you have any questions please contact me in writing at the above address, by telephone at (405)522-1466 or via E-mail at tmullins@odot.org.

Sincerely,

A handwritten signature in cursive script that reads "Trinia K. Mullins".

Trinia K. Mullins, Project Manager
Project Management Branch

Attachments

cc: Division Engineer, Division I
Central File
Project File

RESOLUTION NO. 2009-19

WHEREAS, it appearing reasonable and necessary for the CITY OF GUTHRIE, Logan County, OKLAHOMA, to execute an Agreement in connection with the construction of a public project known as Project No. IMY-0035-4(215)151, State Job No. 24217 (04) Construction, (06) R/W, (07) Utilities in accordance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

NOW, THEREFORE, BE IT RESOLVED by the CITY OF GUTHRIE, Logan County, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

CITY CLERK

MAYOR

**RIGHT-OF-WAY, PUBLIC UTILITY
AND ENCROACHMENT AGREEMENT**

This Agreement, entered into by and between the City of Guthrie, Logan County, Oklahoma, hereinafter the City, and the Department of Transportation of the State of Oklahoma, hereinafter the Department,

WITNESSETH

WHEREAS, the Department proposes to construct certain highway improvements on an Interstate Route in the Underwriter of City, Oklahoma, as follows:

I-35 & Seward Road Interchange, approximately 5 Miles N. of the Oklahoma County Line, according to the plans for Federal Aid Project No. IMY-0035-4(215)151, State Job No. 24217 (04) Construction, (06) R/W, (07) Utilities.

WHEREAS, it is necessary that certain utilities and/or utility facilities will require adjustment(s) to accommodate the construction and future maintenance of the above described interstate highway improvement project, and

WHEREAS, Federal funds have been made available by the Federal Highway Administration, through the Department, and will participate in and pay an amount not to exceed 90% of the actual, reasonable, and necessary utility adjustment costs, and

WHEREAS, legislative authorization and the rules, regulations, policies and procedures of the Department provide the basis of cooperation between the parties regarding the financial responsibility and cost sharing of all the actual and reasonable necessary utility adjustment costs not borne by the Federal Highway Administration (estimated to be a minimum of 10% of the total utility adjustment costs).

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway improvement project and acknowledges receipt of and adopts the construction plans for said project as the official grade, drainage and surfacing plans of the City for all streets, boulevards or arterial highways included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to

and the use of all rights-of-way belonging to or controlled by the City and Further, City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way & Utilities Division, Department of Transportation, State of Oklahoma.

2. To reimburse and promptly pay to the Department when the actual amounts become known, the balance of the total costs expended for the necessary utility adjustments not paid with Federal funds on and for all utility adjustments, less and except present City owned utilities and utility facilities. The City's financial obligation shall be no less than 10% of the total costs.
3. To the extent permitted by the **Oklahoma Governmental Tort Claims Act**, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma constitution Article 10, Section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, it's officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall required the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the **Oklahoma Governmental Tort Claims Act**, 51 O.S. § 151 *et seq.*, all such limitations, exemptions and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein. Said indemnification shall include all causes of action arising from contract, tort, negligence, condemnations or inverse condemnation.
4. Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's General Permit OKR10, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations, when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

The Department agrees:

1. To construct said project in accordance with said plans and specifications; provided the right to make such changes in the plans and specifications as are necessary for the proper construction and maintenance of said project is reserved by the Department.
2. To pay the balance of the total costs expended for the necessary adjustments of City owned utilities and utility facilities not paid with Federal funds. The Department's financial obligation shall be no less than 10% of these total costs.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the _____ day of _____, 20____, and the Department on the _____ day of _____, 20_____.

THE CITY OF GUTHRIE, OKLAHOMA

(SEAL)

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM AND
LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF
TRANSPORTATION

CHIEF, LEGAL DIVISION (ODOT)

DIRECTOR

Oklahoma Department
of Transportation
Utilities Branch
405-521-2641

INTERSTATE PROJECT

IS THE PROJECT FUNDED WITH INTERSTATE OR REGULAR MONIES?

REGULAR PROJECT

PURPOSE OF CHART TO ANSWER COMMON QUESTIONS WHEN PREPARING A UTILITY PROGRAMMING ESTIMATE OR PROCESSING CLAIMS

Created by Marvin Bright,
Utilities Branch Manager,
Prepared by Larry McIlmurry,
Project Coordinator
Date: February 24, 2009

Is project within a City or Town corporate limits?

Is utility on private easement?

Is project within a City or Town corporate limits?

Is project within City or Town with a population of 5,000 people or less?

Yes

No

Yes

No

Yes

No

Yes

The Utility Owner is compensated 100% for the portion of their facility requiring relocation. All compensation to utilities will be shared as follows:
80% Federal funds
20% State funds
90% Federal funds
10% State funds

The Utility Owner is compensated 100% for the portion of their facility requiring relocation. All compensation to utilities will be shared as follows:
80% Federal funds
10% State funds
★ 10% City funds ★
or
90% Federal funds
5% State funds
★ 5% City funds ★
The City or Town is exempt from participating in the shared cost of their Utility Facilities.

The Utility Owner is compensated 100% for the portion of their facility requiring relocation. All compensation to utilities will be shared as follows:
80% Federal funds
20% State funds
90% Federal Funds
10% State Funds

The Utility Owner is compensated 100% for the portion of their facility requiring relocation. All compensation to utilities will be shared as follows:
80% Federal Funds
20% State Funds
90% Federal Funds
10% State Funds

The facility cost to relocate is 100% reimbursable to the City by O.D.O.T. and cost will be shared as follows:
80% Federal funds
20% State funds
or
90% Federal funds
10% State funds

Is the facility owned by the City or Town?

The Utility Owner is compensated 100% for the portion of their facility requiring relocation. All compensation to utilities will be shared as follows:
80% Federal funds
★ 20% City funds ★
or
90% Federal funds
★ 10% City funds ★

The Utility Owner is compensated 100% for the portion of their facility requiring relocation. All compensation to utilities will be shared as follows:
80% Federal funds
20% State funds
90% Federal funds
10% State funds

The Utility Owner is compensated 100% for the portion of their facility requiring relocation. All compensation to utilities will be shared as follows:
80% Federal funds
20% State funds
or
90% Federal funds
10% State funds

The Utility Owner is compensated 100% for the portion of their facility requiring relocation. All compensation to utilities will be shared as follows:
80% Federal funds
20% State funds
90% Federal funds
10% State funds

Does the utility meet Title 69 Sec. 1403 "E"?

Does the utility meet Title 69 Sec. 1403 "E"?

Does the utility meet Title 69 Sec. 1403 "E"?

Utility Owner is responsible for cost

Utility Owner is responsible for cost

Utility Owner is responsible for cost

★ Underwriter's Obligation ★
City or Town percentage of costs reimbursable to the State of Oklahoma (O.D.O.T.)
Utility Programming Estimate will include programming the Underwriter's Obligation

OKLAHOMA STATE STATUTE - TITLE 69 - PARAGRAPH "E" (PUBLIC UTILITIES ON STATE HIGHWAYS)
Rural water districts, nonprofit water corporations, and municipal public water systems in municipalities with a population of 10,000 or less, according to the latest FDC, or their beneficial trusts shall be exempt from the payment of the costs and expenses for the removal and relocation of water and sewer pipelines and all such facilities constructed or in place in the public R/W when the removal and relocation of such facilities is necessary for the improvement, construction or reconstruction of any road or highway which is part of the state highway system or turnpike project.



Agenda Item Cover Letter

Meeting
[x] City Council
___ GPWA
___ Other: _____

Date of Meeting
November 3, 2009

Contact
Wanda Calvert
City Clerk/Treasurer

Agenda Item

Consider approval of Resolution No. 2009-20, establishing a Special Event Permit Fee.

Summary

The proposed Resolution No. 2009-20 is establishing an annual Special Event Permit Fee in the amount of \$55 which shall be valid for a period of one calendar year, and shall authorize the holder to hold up to four events over a period of one year, not to exceed two such events in any three-month period. The State of Oklahoma does not allow a municipality to charge more than the ABLE Commission charges for a Special Event License; therefore, the cost for the City of Guthrie to issue the permit cannot exceed \$55.

Funding Expected [x] Revenue ___ Expenditure ___ N/A
Budgeted ___ Yes [x] No ___ N/A
Account Number 01-00-00-5450 Amount \$55
Legal Review [x] N/A ___ Required Completed Date:
Mayor's Appt. ___ Yes [x] No

Supporting documents attached

- Resolution No. 2009-20

Recommendation

Staff recommends approval.

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

RESOLUTION NO. 2009-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GUTHRIE ESTABLISHING THE FEE IN CONNECTION
WITH THE SPECIAL EVENT PERMIT.**

WHEREAS, the Guthrie City Council has heretofore adopted Ordinance No. 3129, also known as the Master Fee Ordinance, which is a comprehensive compilation of all rates, charges and fees to be charged for services provided by either or both the City of Guthrie and the Guthrie Public Works Authority;

WHEREAS, said Ordinance provides that the rates, charges and fees for services may be revised and amended as necessary by Resolution; and

WHEREAS, the Guthrie City Council has determined that in order to provide uniform rates, charges, fees and policies for services in connection with the Special Event Permit that the same should be established.

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

1. The rates, charges, fees and policies for services provided in connection with the Special Event Permit as contained in attached "Exhibit A" are hereby adopted and incorporated herein by reference.
2. Said rates, charges, fees and policies shall become effective immediately.

*** END ***

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Guthrie, Oklahoma, on the 3rd day of November, 2009 after compliance with the notice requirements of the Open Meeting Act (25 OSA, § 301, et seq.).

Chuck Burtcher, Mayor

ATTEST: (Seal)

APPROVED AS TO FORM:

Wanda Calvert, City Clerk

Randel Shadid, City Attorney

EXHIBIT "A"

SPECIAL EVENT PERMIT FEE

Special Event Permit Fee

\$55.00

The annual Special Event Permit shall be valid for a period of one calendar year, and shall authorize the holder to hold up to four events over a period of one year, not to exceed two such events in any three-month period. (Refer to Ordinance No. 3205)

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Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	November 3, 2009	Wanda Calvert
<input type="checkbox"/> GPWA		City Clerk/Treasurer
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of an Occupancy Agreement with Kenneth and Terri McBane for Liberty Lake House.

Summary

The proposed Occupancy Agreement outlines the terms for the residential structure located at Liberty Lake in Logan County, Oklahoma. In 2003 the former tenants were ask to leave the Liberty Lake house due to the deplorable condition of the structure. The house was in such bad shape the possibility of bulldozing it down was discussed. The need to have someone live on the property was important to the City and at that time Kenneth McBane was offered the house. He was given the lease on November 16, 2004 on an annual basis for \$100 per month, the same arrangement that had been given to previous tenants, but with the understanding that he would make it livable at his own expense. Last year a site visit showed the McBanes have properly maintained the property and residential structure as per the agreement. He mows approximately three acres around the house and lake, using City equipment, but on his personal time. Kenneth and Terri McBane as they have agreed have made improvements to the structure, maintained the grounds and property and made all reasonable and customary repairs as needed at their own expense. Per Council's requested, attached are reports showing the following:

Local Rental Comparison – Average Monthly Rental - \$566.50 or \$6,798 annual

McBane expenses:

1. Mowing Liberty Lake Property – Average 144 hours annual or \$1,850
2. Checking/Restocking Honor Boxes – Average 182 hours annual or \$2,339
3. Rent for Kenneth McBane – Monthly Rent \$100 or \$1,200 annual

The above figures do not include the gas for his vehicle to check and restock the Honor Boxes, the repairs/maintenance on the structure (no receipts), the time to report misconduct at the lake or the privacy issue that individuals can access the home at any time. When you average the McBane expenses, the annual expense is \$5,389 and compared to the Local Rental Comparison for an annual amount of \$6,798, there is a difference of an annual amount of \$1,409. Attached is a report from Mr. McBane dated October 6, 2009 indicating at his own expense placed approximately \$1,060 in improvements to the residential structure.

The proposed Occupancy Agreement has some modifications: (1) reporting any misconduct of lake patrons be logged/tracked; and (2) a list of scheduled repairs and improvements to be completed on or before September 30, 2010.

Staff is recommending the Occupancy Agreement be approved as presented.

Funding Expected Revenue Expenditure N/A

Budgeted Yes No N/A

Account Number 01-01-00-5466 **Amount** \$1,200

Legal Review N/A Required **Completed Date:** 10-28-2009

Mayor's Appt. Yes No

Supporting documents attached

- Occupancy Agreement

Recommendation

Staff recommends approval.

Action Needed Public Hearing Motion Emergency Clause

Liberty Lake House
 1,745 sq. ft.
 3-bedroom, 1-bath, Kitchen,
 Living Room, Utility Room

	Goodyear Green Realty Co. Information	Mowing Liberty Lake Property	Checking/Restocking Honor Boxes
	Rental rate for frame house with no garage or central H/A, depending on condition of house, on 1 acre of land, would range from \$700.00 low end to \$750.00 high end. See other information attached.	12 hrs. monthly 144 hrs. annually 12.85/ hrly. Rate \$1,850.40 Annually	3.5 hrs. wkly. 182 hrs. annually 12.85/ hrly. Rate \$2,338.70 Annually Uses his on vehicle to make rounds and deliver to Police Dept.

\$1,200.00 Annual Rent
 \$1,850.40 Mowing Cost
 \$2,338.70 Honor Box Attending
\$5,389.10 Annual Total

Divided by 12 months equal \$ 449.09 monthly

Please note that this does not consider the privacy issue, that people can access your home at any time, can walk through your front yard at any time .

This is a list of improvements, I have made to the Liberty Lake Caretaker's house:

Ceiling fan	cost	\$130.00
Storm door	cost	\$75.00
12x12 deck	cost	\$700.00
Painted house	cost	n/a
Painted bath house	cost	\$80.00
tile floor entrance	cost	\$75.00
	Total	<u>\$1,060.00</u>

Kenneth M. P.

10-6-09

I mow From Lake house to South and West Roads,
130 Ft North and 85 Ft East of Lake house, once
I finish yard, I start on mowing camp grounds at
Liberty Lake,

I check and fill Permit boxes daily, turn in Permits
on a daily bases to my Supervisor,

When the public needs help, I try to do so,
if I need the Police I'll call them, I've worked with them
a few times when nesasary.

Kenneth McF

Dwelle Smith 9-25-09

Kenneth painted the exterior of house
in April of 2009.

I have also bought Lumber to build
a 12' x 12' Deck with 6' stairs,
also bought 2 motion lights for front
and back doors,
repainted bathroom,
re-tiled hall to front door
bought wood sealant for deck

OCCUPANCY AGREEMENT

This Agreement entered into this 3rd day of November, 2009, by and between the City of Guthrie, Oklahoma, hereinafter referred to as "OWNER", and Kenneth R. McBane and Terri L. McBane, husband and wife, hereinafter referred to as "OCCUPANT".

WITNESSETH:

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

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

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

writing; OCCUPANT, however, expressly waiving all right to compensation therefore.

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

cancellation of this lease, will not be considered as a waiver of such notice or suit, or any of the rights of OWNER.

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

OWNER:

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

OCCUPANT:

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

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

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

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

“OWNER”
City of Guthrie, Oklahoma

DATE: _____

Chuck Burtcher, Mayor

ATTEST: (Seal)

Wanda Calvert, City Clerk

DATE: _____

“OCCUPANT”

Kenneth R. McBane

Terri L. McBane

City of Guthrie
101 N. 2nd Street
Guthrie, Oklahoma 73044

Attention: Honorable Mayor Burtcher

Regarding: City Council Meeting August 18th, 2009

Dear Mayor Burtcher,

It is with deep concern that I write this letter pertaining to the continued abusive behavior of Ms. Patty Hazelwood Council Member for Ward II in Guthrie, Oklahoma. Ms. Hazelwood's behavior in the public forum and the closed sessions of City Government are completely unacceptable behavior for any public official. Ms. Hazelwood has shown that she does not possess the ability to have dialogical communication and dialogic ethics. Councilman Hazelwood is in direct opposition to the good of learning of others by her continued offensive behaviors and outburst. The City Council is tasked to work within public discourse by conversing about the civic community issues requiring thoughtful public engagement that Councilman Hazelwood refuses to participate in through civil dialogue. It is my opinion that her lack of interpersonal responsibility with the acting City Council has created a very hostile environment and is truly counter productive to solving very important issues for the City of Guthrie.

Although I am not to discuss issues that occur in executive sessions, I will elaborate upon the actions that occurred in the public chambers after our executive session on August 18th, 2009. Upon entering into council chambers, Councilman Hazelwood was standing in front of her chair behind the council desk as other council members and staff were being seated. Ms. Hazelwood then while in the public forum made what appeared to be the gesture of flipping the "Bird" to the city's attorney as he was departing the facility. Along with the obscene gesture, Ms. Hazelwood openly and verbally spoke aloud "F... you Jim Milton f... you." This behavior is in direct violation of Resolution No. 2009-12 along with being pejorative in nature. The City Council voted and approved to establish a code of ethics for elected and appointed officials. Ms. Hazelwood is in direct violation of Item 3 that states, "**The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.**" I also feel Ms. Hazelwood is in violation of Item 5, which states "**Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.**" As the preamble of the code of ethics states, "Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility."

As stated in the opening of this letter it is with deep unease that I should even write this letter. I however have a civic duty and responsibility and a code of ethical behavior that surrounds me. As an individual trying, to do the best for my community I feel the need and importance of raising these issues. Therefore, I am making request as stated by Resolution NO. 2009-12 No. 18 Compliance and Enforcement that Ms. Hazelwood be either sanctioned for her actions or dismissed from her position post haste. I will defer to your decision for corrective action and wait for a response.

Cordially,

A handwritten signature in black ink, appearing to read 'Trey Ayers', with a long, sweeping underline that extends to the right.

Trey Ayers
Vice Mayor Ward 1 Guthrie, Oklahoma

RESOLUTION NO. 2009 - 12

A RESOLUTION ESTABLISHING CODE OF ETHICS FOR ELECTED AND APPOINTED OFFICIALS.

WHEREAS, the Guthrie City Council desires to establish a Code of Ethics for members of the City Council and the City's Boards and Commissions; and,

WHEREAS, the Guthrie City Council desires to authorize the implementation of such policy in connection with City Council and the City's Boards and Commission of the City of Guthrie.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GUTHRIE, OKALHOMA:

Section 1. The City Council of the City of Guthrie, Oklahoma hereby adopts the following Code of Ethics.

POLICY PURPOSE

The Guthrie City Council has adopted a Code of Ethics for members¹ of the City Council and the City's boards and commissions to assure public confidence in the integrity of local Government and its effective and fair operation.

POLICY STATEMENT

Preamble

The citizens and businesses of Guthrie are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. In keeping with the City of Guthrie's commitment to treasuring our past while forging our future, the effective functioning of democratic government therefore requires that:

- Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Public officials be independent, impartial and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Guthrie City Council has adopted a Code of Ethics for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Guthrie and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Guthrie City Council, boards and commissions.

¹ For ease of reference in the Code of Ethics, the term "member" refers to any member of the Guthrie City Council or any of the City's boards and commissions established by the City Charter, City ordinance or Council policy.

2. Comply with the Law. Members shall comply with the laws of the nation, the State of Oklahoma and the City of Guthrie in the performance of their public duties. These laws include, but are not limited to: the United States and Oklahoma constitutions; the Guthrie City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and City ordinances and policies.

3. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.

4. Respect for Process. Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings. Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

6. Decisions Based on Merit. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. Communication. Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process.

8. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist, because these areas WILL exist. When these issues arise, it is simply imperative that we mitigate those issues properly.

9. Gifts and Favors. Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

10. Confidential Information. Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial or other private interests.

11. Use of Public Resources. Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

12. Representation of Private Interests. In keeping with their role as stewards of the public interest,

members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. Advocacy. Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Guthrie, nor will they allow the inference that they do.

14. Policy Role of Members. Members shall respect and adhere to the council-manager structure of Guthrie city government as outlined by the Guthrie City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

15. Independence of Boards and Commissions. Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

16. Positive Work Place Environment. Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

17. Implementation. As an expression of the standards of conduct for members expected by the City, the Guthrie Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Guthrie code of ethics. In addition, the Code of Ethics shall be annually reviewed by the City Council and boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

18. Compliance and Enforcement. The Guthrie Code of Ethics expresses standards of ethical conduct expected for members of the Guthrie City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of boards and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. The second in line, when the Mayor's or a chair's actions come into question, would assume the duty of intervening. The City Council may impose sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment. Under the City Charter, Article IX, Section 9-13, the City Council also may remove members of boards and commissions from office. A violation of this code of ethics shall not be considered a basis for challenging the validity of a Council, board or commission decision.

ADOPTED and APPROVED by the Council of the City of Guthrie, this 21st day of July, 2009.

THE CITY OF GUTHRIE, OKLAHOMA



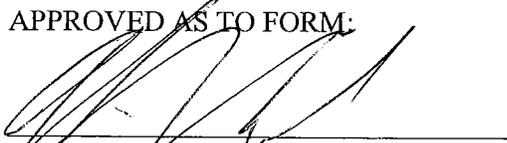
Chuck Burtcher, Mayor

ATTEST: Seal



Wanda Calvert, City Clerk

APPROVED AS TO FORM:



Randel Shaid, City Attorney